

**TRAVERSE 2022 EVENT ORGANISATION SERVICES AGREEMENT**

**(hereinafter referred to as the “Agreement“)**

entered into by and between

**Traverse Events Limited**

with their registered office at: 49 The Mall, Southgate, N14 6LR

represented by: Michael Ball

ID No.: 08379544

Tax ID No.: GB 192 9691 55

(hereinafter referred to as the “organiser”)

and

**Statutory City of Brno**

with their registered office at: Dominikánské náměstí 196/1, Brno 602 00

represented by: JUDr. Markéta Vaňková

authorised to sign: Mgr. Bc. Jakub Geisler, Head of the Marketing and Tourism Board

IČO: 44992785

Tax ID No.: CZ44992785

and

**Centrála cestovního ruchu Jižní Moravy, z.s.p.o. (hereinafter referred to as “CCRJM”), registered in the Register of Associations, File Ref. L 1954 maintained by the Regional Court i Brno,**

with their registered office at: Radnická 2, 602 00 Brno

Represented by: Martina Grůzová, MSc.

IČO: 75063638

Tax ID No.: CZ75063638

and

**Česká centrála cestovního ruchu – CzechTourism (hereinafter referred to as “CzechTourism”)**

with their registered office at: Štěpánská 567/15, 120 00, Praha 2 – Nové Město

represented by: Ing. Jan Herget, Ph.D., Managing Director, ČCCR-CzechTourism

ID No. 49277600

Tax ID No.: CZ49277600;

**(Statutory City of Brno, Centrála cestovního ruchu Jižní Morava and Česká centrála cestovního ruchu – CzechTourism hereinafter also collectively referred to as the “Hosts”, and each of them separately as “Host”)**

## **Preamble**

The Organiser holds a series of Traverse conferences—the largest events of this kind in Europe. These are tourism industry conferences held for content creators, such as travel bloggers, creators of audiovisual content (destination videos, vlogs, photos) and social network actors.

The Traverse conferences are held regularly once a year, and the one to be held in the Czech Republic will mark the 10th edition of the event.

The Organiser and the Hosts, realising the immense benefits the Traverse conference represents for the Czech Republic, the South Moravian Region and the Statutory City of Brno, wish to jointly hold the 2022 Traverse conference in Brno between 16 September 2022 and 18 September 2022 (hereinafter referred to as the "Conference") along with accompanying events to take place before and after the aforementioned Conference dates subject to the terms set out below. The number of Conference attendees (hereinafter referred to as the "Delegates") is estimated at a maximum of 350 (Delegates including VIPs).

Based on its previous editions, the Conference may be expected to reach 53 million users on the Instagram, Facebook and Twitter social networks and generate up to 150 million impressions. The number of media outputs such as videos, articles and social media posts can be estimated at 2,300.

The Hosts, who have a strong vested interest in promoting the Czech Republic, the South Moravian Region and the Statutory City of Brno in the context of the Conference will be presented by the Organiser as the Host Destination for this purpose in all marketing activities related to the Conference. By entering into this Agreement, the Hosts also assume the status of the main partners of the Traverse 2022 Conference. For the purposes of this Agreement, "main partner" denotes the person who is most strongly represented in the Conference's media coverage.

The Organiser accepted the candidacy in September 2021.

NOW, THEREFORE, in full consideration of the mutual covenants and conditions set out hereunder and other relevant matters, the Parties agree as follows:

## **Art. I Subject-matter of the Agreement**

This Agreement contains the undertakings of the Parties to jointly arrange and organise a conference entitled "Traverse 2022" to be held in Brno, Czech Republic, between 16 September and 18 September 2022 (hereinafter referred to as the "Traverse Conference"). The Organiser undertakes to hold the Traverse Conference in Brno and ensure, among other things, that the Czech Republic and the Hosts are duly promoted. In return for the promotion of the Czech Republic and the Hosts, the Hosts shall pay the Organiser the price set out in this Agreement. The Hosts undertake to provide the Organiser with the specific deliverables specified hereunder. The Parties undertake to cooperate with each other in the performance of this Agreement and provide each other with maximum possible cooperation.

## **Art. II Organiser's duties**

The Organiser undertakes to do the following in connection with the Conference:

1. Organise a conference with relevant content that will entice participants from all over the world to register and attend the conference in Brno between 16 September and 18 September 2022.



2. Provide 45 conference passes to the Hosts, free of charge, granting entry to the Conference, split in equal shares among CCRJM, Statutory City of Brno and CzechTourism.
3. Ensure the participation of the Organiser's agent at the official press conference to be held in Brno on the first day of the Conference and communicate the agent's name, surname and position to the Hosts before the Conference.
4. Ensure that the Conference Delegates book their accommodations in Brno without undue delay.
5. Transmit to the Hosts a written list of speakers, VIP participants and the Organiser's staff members, with all details necessary to book the concerned persons' return flights and accommodations, without undue delay after this Agreement comes into force, and in any event by 31 July 2022 at the latest, so that the Hosts can book their return flights and accommodations in a proper and timely manner. Organiser will endeavour to supply 75% of the information by 30 June 2022.
6. Produce three versions of the final post-Conference media outreach report, where the first version will be delivered one month after the Conference and the other two versions will be delivered in three and six months, respectively, after the date of the Conference.
7. The Organiser undertakes to promote the destination brands "Česká republika" and "Czech Republic, "Brno" and "South Moravia"; the Organiser further undertakes to promote the Hosts. As part of the Conference, the Organiser undertakes to provide all Hosts with services including, without limitation to, the following:
  - a. Place the Hosts' logos on the Organiser's website, on all signs and photo walls at the Conference venue, in all newsletters to be distributed by the Organiser or persons authorised by the Organiser. The Hosts undertake to send the logos to the Organiser by the day this Agreement is signed.
  - b. Ensure the Hosts receive media coverage in all activities carried out by the Organiser during the period commencing on the date of entry into force of this Agreement and ending on the last day of the three-month period immediately following the last day of the Conference
  - c. Present the Host Destination and the Hosts using links on the Organiser's website. The Organiser is required to discuss the content of the Host Destination presentation with the Hosts in advance. The Organiser shall post the presentation of the Host Destination and the Hosts, including links to the Hosts' websites, on their website by 1 May 2022 at the latest.
  - d. Three communications in three newsletters linking to the Organiser's contact database, i.e., each Host will be assigned one communication section in three newsletters. Each host will send the content of the communication to the Organiser within 15 days of the Organiser's call.
  - e. Presentation of the Host Destination in the main opening speeches before the plenary
  - f. Host Destination desk in the exhibition area.
  - g. Option to invite up to 21 regional partners to present in the exhibition area, i.e., each Host will be able to invite 7 regional partners. Final number of partners will depend on available space.
  - h. Dedicated page on the Organiser's website presenting the Host Destination. The Organiser undertakes to put the dedicated page up, once approved by the Host, by 1 May 2022 at the latest, providing the Host Destination will supply all the information by that date.

- i. Option to present specific blocks of speeches as part of the Conference programme and to involve selected speakers in discussion panels
- j. Option to place 3 posts on the Organiser's channels per month, i.e., each host will be able to place 1 post per month.
- k. Inclusion in all joint press releases related to the Conference.
- l. Twelve posts on the Organiser's social media pages, i.e., 4 posts per Host.
- m. Promoting the Host Destination and the Conference hashtags, posting them at the Conference venue and promoting them the Conference website.
- n. Option to brand the opening and closing receptions in their entirety.
- o. Option to place promotional materials in all Delegates' promotional bags.
- p. Acquisition of 3 influencers for a so-called teaser influencer trip before the Conference.

### Art. III Duties of the Hosts

The Hosts undertake to perform the following in connection with the Conference:

#### **1) The Statutory City of Brno, as a Host, assumes the following organisational and financial duties:**

- a) Provide refreshments for all Delegates at the Conference subject to the following requirements:
  - lunches during the 2 Conference days (i.e., on 17 September 2022 and 18 September 2022) for all Delegates at the Conference venue (main dish and dessert on each of the two days);
  - refreshments during each of the 4 breaks (coffee breaks);

The Statutory City of Brno will develop every effort that can reasonably be required of them with regard to the circumstances to accommodate the Delegates' dietary restrictions, if any.

- b) Organise the opening evening reception in Brno on 16 September 2022 and arrange a suitable venue for this purpose, which includes entering into the necessary contracts with persons authorised to do so, providing catering and entertainment services and ensuring the payment of all fees for the such services. The Parties to this Agreement jointly confirm that once prompted by the Statutory City of Brno, they will mutually agree on the format of the catering and entertainment programme well in advance before the Conference. The opening reception is expected to host a maximum of 400 persons, including guests invited by the Hosts.
- c) Organise an informal pub crawl-type event on 17 September 2022 in Brno in cooperation with local businesses, where all Conference attendees will have an opportunity to visit at least 2 establishments and each participant will be reimbursed for 2 drinks.
- d) Provide an offer of additional half-day excursions in Brno, for those blogger/travellers who are interested in exploring Brno in connection with the Conference, including transport for those interested in the excursions, and cover all costs of these excursions (including the cost of the attendees' meals).

The offer will include a total of at least 6 excursions, which will take place on the days immediately preceding the first day of the Conference. The Hosts will provide the Organiser with a description of each excursion, including information on the maximum number of participants on each excursion, the timing of each excursion, and the embarkation and disembarkation points, which must be provided to the Organiser well in advance before the first day of the Conference, and in any event by 1 July 2022 at the latest. All excursions will

5



be limited to a maximum of 20 participants and a minimum of 5 participants per excursion to ensure a high quality standard. All excursions will be published on the Organiser's website where the Delegates will be able to register.

- e) Arrange 4 nights of rooms for speakers, VIP attendees and Organiser's staff at least 1 month before the Conference. This will involve a maximum of 35 people. The duty under the previous sentence will only apply to the Host as long as the Organiser sends a written list of the aforementioned persons to the Host's agent, with proper identification of the people concerned and information on the duration of their stay by 30 June 2022 at the latest.
- f) Provide welcome gifts for 35 persons attending the Conference (speakers and VIP attendees).
- g) Ensure a special brochure (printed or electronic) is released by 1 September 2022, containing a map of the destination for all Delegates, indicating tourist attractions, Conference venues and other venues hosting the accompanying events.
- h) Cover any other costs related to branding, video production, navigation, information service (an infopoint for Conference attendees), etc.

**2) CCRJM, as a Host, assumes the following organisational and financial duties:**

- a) Provide necessary Conference venue for the Conference section of the programme (17 September to 18 September 2022), including the necessary technical and other equipment. For detailed requirements for the Conference venue and technical and other equipment see Annex 1 to this Agreement.
- b) Provide for transportation of the speakers and VIP guests from Brno Airport (maximum 35 persons), or Vienna or Brno Main Railway Station to their hotels in Brno on the day of their arrival at the said airport (railway station), as well as their transportation from their hotels in Brno to Brno or Vienna Airport or Brno Main Railway Station on the day of their departure; the duty to provide such transportation only applies to the Hosts in relation to a particular person as long as the Organiser communicates to the Hosts, by 9 August 2022, all the data necessary for the Hosts to comply with this duty (in particular the identification data of each Delegate concerned, the exact time and the exact place of the start of their journey) and as long as the Delegate concerned turns up at the specified time at the specified place designated as the start of their journey, and, at once, provides a credible proof of ID to the Host's agent in charge of the transport.
- c) Prepare an offer of additional all-day or half-day excursions in the South Moravian Region and around for those bloggers/travellers who are interested in exploring these destinations in connection with the Conference, including transport for those interested in the excursions, and cover all costs of these excursions (including the cost of the attendees' meals).

The offer will include a total of at least 5 excursions, which will take place on the days immediately preceding the first day of the Conference. The Host will provide the Organiser with a description of each excursion, including information on the maximum number of participants on each excursion, the timing of each excursion, and the embarkation and disembarkation points, which must be provided to the Organiser well in advance before the first day of the Conference, and in any event by 1 July 2022 at the latest.

All excursions will be limited to a maximum of 20 and a minimum of 5 participants per excursion

to ensure a high quality standard.

All excursions will be published on the Organiser's website where the Delegates will be able to register.

d) Provide the venue and catering for a press conference to be held on 16 September 2022. The Host will also be in charge of the technical delivery of the press conference, including the preparation of media kits, sending out invitations to journalists and providing a moderator for the event.

**3) CzechTourism, as a Host, assumes the following organisational and financial duties:**

- a) Pay the price for the promotion of the Czech Republic and the Hosts as foreseen under Art. II(7) hereof.
- b) Organise the final evening reception in Brno on 18 September 2022 and, to that end, arrange a suitable venue, which includes entering into the necessary contracts with persons authorised to do so, providing catering and entertainment services and ensuring the payment of all fees for the services. The Parties jointly confirm that at the prompting of CzechTourism they will mutually agree on the format of the catering and entertainment programme well in advance before the Conference. The final reception is expected to host a maximum of 400 persons, including guests invited by the Hosts.
- c) Provide an offer of additional multi-day FAM trips across the Czech Republic for pre-selected Delegates. The trips will take place immediately after the Conference.

The above offer will include a total of at least 5 multi-day FAM trips, each lasting at least 3 days. The Host will provide the Organiser with a description of each FAM trip, including information on the maximum number of attendees, the timing of each FAM trip, and the embarkation and disembarkation points, which must be provided to the Organiser well in advance before the first day of the Conference, and in any event by 1 July 2022 at the latest.

All multi-day FAM trips will be limited to a maximum of 10 participants per trip to ensure a high quality standard. All trip attendees are subject to approval by the Hosts.

8. Arrange, at their own expense, 35 return air tickets for the speakers, VIP attendees and Organiser's staff by 31 August 2022. This duty will only apply to the Host as long as the Organiser sends to the Host's agent, by 31 July 2022, a written list of the aforementioned persons for whom the Hosts are to arrange the air tickets, duly identifying the persons and indicating all the information necessary to provide specific air tickets for the specific persons mentioned in this paragraph. Organiser will endeavour to supply 75% of the information by 30 June 2022.

**Art. IV Payments to be made by the Hosts**

1. The Parties undertake to bear all costs they incur when discharging their duties hereunder. If the Traverse Conference does not take place for any reason whatsoever, or it does not take place on the dates specified, each Party will bear the full costs incurred in connection therewith, except for the costs specified under Article VI of this Agreement. The Parties shall not be entitled to claim damages from any other Party if the Traverse Conference is not held at all or if it is held on other than the scheduled dates.



2. The estimated cost of the performance under Art. III(1) of this Agreement is CZK 1,850,000, excl. VAT. The estimated cost of the performance under Art. III(2) of this Agreement is CZK 1,370,000, excl. VAT. The estimated cost of the performance under Art. III(3) of this Agreement is CZK 1,000,000, excl. VAT.
3. CzechTourism shall bear the cost of promoting the Czech Republic and the Hosts, as foreseen under Art. II(7) hereof, in the amount of GBP 15,000 excl. VAT (CZK 439,710, as converted at the CNB exchange rate of 12 January 2022). The price constitutes the highest permissible price; it includes all the costs required for the Organiser to deliver the services in their entirety in a proper and timely manner, including all the expenses and including all related activities, i.e., especially all costs related to the provision of the services in their entirety at a high quality standard, the costs of acquiring supporting documents, the costs of negotiating, operating costs, insurance, taxes, etc. The price shall be paid by CzechTourism as follows:
  - a) An amount of GBP 7,500, excl. VAT, that will be paid till 30 June 2022 based on an invoice that will be issued by the Organiser.
  - b) An amount of GBP 7,500, excl. VAT, shall be paid within 30 days after the Traverse Conference.

The invoices shall be payable within 30 (thirty) days of the date of issue. The Organiser shall deliver the invoice to CzechTourism at least 21 (twenty-one) days before the due date; otherwise the due date shall be postponed accordingly.

All payments hereunder shall be made by bank transfer in GBP.

An invoice served hereunder shall be issued on the dates and in compliance with applicable law, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended. If any data is missing from an invoice served to CzechTourism or if an invoice contains incorrect data, CzechTourism may return the invoice to the Organiser. In such a case the payment term shall be suspended and only recommence after a properly rectified or supplemented invoice is delivered.

The invoices shall be sent to CzechTourism at the following e-mail address: [hobbs@czechtourism.com](mailto:hobbs@czechtourism.com) and will be paid upon sending an interim and final report on the performance of this contract

#### **Art. V Use of the Parties' logos**

1. The Hosts understand that the Conference title Traverse is the Organiser's registered trademark. The Hosts will consult with the Organiser and submit to them proofs of all marketing and promotional materials relating to the Conference and incorporating intellectual property relating to the Conference before they go into print. The Hosts may only use the trademark in connection with the Traverse Conference and all such use must be approved in advance by the Organiser (an email message will suffice - michael@traverse-events.com). The Organiser will develop every effort to approve or reject all marketing and promotional materials related to the Conference within 5 business days of receipt. Unauthorised publication of any other material containing intellectual property related to the Conference is strictly prohibited and will be regarded as a material breach of this Agreement.
2. The Statutory City of Brno declares that it is exclusively licensed to use the logo of the Statutory City of Brno as a copyrighted work (hereinafter referred to as the "City Logo") and, at once, has the exclusive right to use the City Logo as a trademark in connection with the products and

services in respect of which it is protected. The Statutory City of Brno hereby grants to the other Parties, free of charge, a non-exclusive quantity- and time-restricted right to use the City logo for the purposes of this Conference in relation to the scope and nature of its use hereunder, and always with a written consent to be granted within 5 business days of receipt of the request (email communication will suffice). The other Parties accept the licence to use the City Logo for the aforementioned purposes, in the specified manner and within the scope of this Agreement.

3. CCRJM declares they are exclusively licensed to use the logo of Centrála cestovního ruchu - Jižní Morava (hereinafter referred to as the "Destination Logo") and, at once, has the exclusive right to use the Destination Logo as a trademark in connection with the products and services in respect of which it is protected. Centrála cestovního ruchu - Jižní Morava hereby grants to the other Parties, free of charge, a non-exclusive right to use the Destination Logo, restricted in terms and time and scope of use to the nature and purposes of this Conference, and always with a written consent to be granted within 5 business days of receipt of the request (email communication will suffice). The other Parties accept the licence to use the Regional Logo for the aforementioned purposes, in the specified manner and within the scope of this Agreement.
4. CzechTourism declares they are exclusively licensed to use the CzechTourism and Czech Republic logos as copyrighted works. CzechTourism hereby grants to the other Parties, free of charge, a non-exclusive right to use the logos, restricted in terms and time and scope of use to the nature and purposes of this Conference in relation to the scope and nature of its use hereunder, and always with a written consent to be granted or denied within 5 business days of receipt of the request (email communication will suffice). The other Parties accept the licence to use the City Logo for the aforementioned purposes, in the specified manner and within the scope of this Agreement.

#### **Art. VI Damages**

1. If any of the Parties thwarts the event by their actions, they shall reimburse the other Parties for all costs incurred by them in connection with the performance of this Agreement without undue delay and in any event within 7 days of the request of the entitled Party.

#### **Art. VII Independent parties**

1. For the purposes of this Agreement, the Organiser and the Hosts shall act as independent parties and under no circumstances shall the contractual relationship between the Parties to this Agreement be deemed or construed to give rise to a sole agency, partnership, joint venture, employment or any other relationship other than a relationship between independent operators.

#### **Art. VIII Force majeure/mitigating circumstances**

1. Force majeure refers to such unavoidable events which the Party invoking them could not have foreseen at the time of entering into the Agreement and which prevent that Party from fulfilling its contractual duties, such as wars, natural disasters, general strikes, the Covid-19 pandemic,



causes arising from legal regulations (e.g. technological breaks, inaction of public authorities, decisions of superior authorities), etc. On the other hand, delays in supplies by subcontractors, utility failures, etc. shall not be regarded as force majeure events.

2. The Party invoking a force majeure exclusion shall notify all the other Parties of the occurrence of the event without delay, and in any event within three calendar days of the occurrence of the force majeure event at the latest, and confirm such notification in writing without undue delay. They shall notify the other Parties in the same manner that the force majeure event has subsided. Upon request, the Party invoking a force majeure event shall provide credible proof thereof without undue delay.
3. If the force majeure event, even if intermittent, does not exceed in duration 5 days in total, the term of this Agreement shall not be extended for the duration of the event. If the event, even if intermittent, exceeds in duration 5 days in total, the situation shall be resolved by mutual agreement between the Parties, and each Party shall use their best endeavours as may be required, considering all the circumstances.
4. The Parties declare that they enter into the Agreement and arrange their mutual rights and obligations hereunder with full knowledge and understanding of the content and implications of the current measures put in place by public authorities in connection with the spread of the health threatening SARS CoV-2 virus. In view of the fact that neither the timing and content of any other measures adopted by public authorities, nor the extent to which they may affect the Parties' ability to perform their duties hereunder can be predicted at this point, the Parties undertake to take the following steps in the event that further measures are put in place in connection with the aforementioned situation or that the existing measures are tightened to such an extent that they materially affect any Party's ability to perform under the Agreement (hereinafter referred to as the "Tightening of the Measures") and the Party concerned expressly notifies the other Parties thereof:
  - upon the request of the Party affected by the Tightening of the Measures, the other Parties agree to renegotiate the rights and duties hereunder that are materially affected by the Tightening of the Measures and to provide full cooperation to the affected Party in the renegotiation so as to arrive at a reasonable and equitable re-arrangement of the contractual relationship. Except for where the Party concerned manifestly abuses this right, if the Tightening of the Measures substantially affects the rights and duties hereunder, it shall be regarded as a material change of circumstances pursuant to Art. 1765 of the Civil Code, the application of which cannot be excluded in this case.

#### **Art. IX Termination of the Agreement**

1. This Agreement may only be terminated by a written consensual instrument of the Parties, with the termination taking effect on the date specified in the instrument. If no such time is set in the instrument, the termination shall take effect on the date the consent is reached.
2. The Parties may withdraw from the Agreement, if only in part, if:
  - a) a reason for withdrawal from the Agreement arises pursuant to Section 2001 et seq. of Act No 89/2012 Coll., the Civil Code, as amended,

- b) the Host does not have sufficient funds to bear the costs arising hereunder as a consequence of a decision of the founder, a public administrative body, or a regional authority,
  - c) any of the Parties loses an authorisation required under the applicable law to engage in the activities the Party concerned is foreseen provide hereunder,
  - d) any of the Parties is declared bankrupt or at the risk of imminent bankruptcy within the meaning of the applicable legislation in force at the date of withdrawal, or the Party has become subject to insolvency proceedings initiated against it
3. The Organiser may withdraw from this Agreement if CzechTourism is more than 90 days late discharging their payment duties hereunder resulting from Article IV. paragraph 3 of this Agreement.
  4. Any withdrawal from this Agreement must be made in writing; the written manifestation of the will to withdraw from this Agreement must be properly delivered to the other Parties.
  5. The withdrawal shall take effect once the letter of withdrawal is delivered to the last of the Parties. Withdrawal from the Agreement shall be without prejudice to the right to the reimbursement of any costs incurred due to a breach of the Agreement or to the right to collect any contractual penalties.

#### **Art. X Delivery team**

1. Due to the number and complexity of the tasks inherent in the delivery of the Conference, the Parties designate the following agents as their points of contact and members of the delivery team:
  - Traverse: [REDACTED]
  - Statutory City of Brno: [REDACTED]
  - Centrála cestovního ruchu – Jižní Morava: [REDACTED]
  - CzechTourism: [REDACTED]

#### **Art. XI. Date of coming into force**

1. This Agreement comes into force once it is published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the coming into force of certain contracts, publication of such contracts and on the register of contracts (the Register of Contracts Act). The present Agreement is formed on the day indicated next to the signatures of the Parties. If more than one day is so indicated, the Agreement shall be deemed to have been formed on the latest of the indicated dates.
2. The Statutory City of Brno has been tasked to publish this Agreement in the Register of Contracts on behalf of all the Hosts.



## **XII. Other arrangements**

1. The Parties undertake to respect each other's legitimate interests in connection with this Agreement and to provide each other with all necessary cooperation that may be reasonably required of them to attain the purpose hereof, in particular, to successfully complete all the necessary legal and other actions.
2. This Agreement and any relationships arising out of this Agreement shall be governed by Czech laws, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "NCC").
3. Any and all disputes arising out of and in connection with this Agreement that are not resolved amicably shall be resolved by general courts in accordance with the provisions of Act No. 99/1963 Coll., the Civil Procedure Code, as amended.
4. The Parties have agreed to exclude the application of Section 1740(2) and (3) of the Civil Code, according to which a response that defines the contents of a proposed contract in other words, or response with an addendum or a variation which does not substantially alter the terms of an offer constitutes an acceptance of the offer.
5. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof and supersedes any other prior written or oral agreements concerning the subject matter hereof. This Agreement contains a complete statement of the subject matter hereof and regulates all matters which the Parties should have and intended to regulate under the Agreement and which they consider essential for the Agreement to form a binding instrument. No representation made by the Parties in negotiating this Agreement shall be construed contrary to the express arrangements of this Agreement or create any obligation of any of the Parties.
6. Any and all modifications of this Agreement must be made in writing in the form of progressively numbered amendments signed by all Parties. An exchange of emails or other electronic messages shall not be deemed to fulfil the requirement for such modifications to be made in writing.
7. Where this Agreement imposes an obligation on the Hosts, such obligation shall be deemed to have been discharged by the Hosts in a proper and timely manner even if only one or more of the Hosts discharges that obligation in a proper and timely manner
8. If any arrangement of this Agreement is found to be invalid, unlawful or unenforceable under any applicable law, the very fact shall be without prejudice to the remaining arrangements hereof. If any arrangement of the present Agreement is found to be void (null), the impact of the defect on the other arrangements of the Agreement shall be assessed by applying the provision under Section 576 of the Civil Code by analogy.
9. A breach of this Agreement may be waived in writing only. The waiver of a breach of any arrangement hereof shall not be deemed to be a waiver of any other breach of the same nature or a waiver of a breach of another provision. This Agreement or any claims arising out of this Agreement may not be assigned, except as provided below; however, the Hosts may assign their rights hereunder with the written consent of the Organiser.
10. The article headings in this Agreement are for convenience of reference only and shall not affect the interpretation of the arrangements concerned.
11. The Agreement has been drawn up in 8 counterparts in the Czech language, all of them with the legal force of an original. These counterparts of the Agreement in the Czech language shall

constitute the decisive text of the Agreement. In addition, the Agreement has been drawn up in 2 counterparts in its translation into English.

12. The Parties will not regard the information provided in this Agreement as trade secret within the meaning of Section 504 of the Civil Code.
13. The Parties declare they read the Agreement and agree to its wording, IN WITNESS WHEREOF they affix their signatures below.
14. Attached to this Agreement as its integral part is "Annex 1 - Agreed requirements for the Conference facilities including technical and other equipment for the Traverse 2022 Conference".
15. Validity of legal act clause pursuant to Section 41 of Act No. 128/2000 Coll., on municipalities (Municipal Administration Act), as amended:

This Agreement was approved by the Council of the City of Brno.

Organiser

Given in London.... dated 06/04/22



Michael Ball, Co-founder  
and director Traverse  
Events Ltd

Hosts:

Given in PRAGUE dated 5.4.2022  
.....

Given in ..... dated .....  
Given in ..... dated .....



Ing. Jan Herget, Ph.D.,  
Director CzechTourist  
Authority-CzechTourism

Digitálně  
podepsal  
Mgr. Bc.  
Jakub  
Geisler  
21.04.2022  
10:05

Mgr. Bc. Jakub Geisler, Head  
of the Marketing and  
Tourism Board, Statutory  
City of Brno

Bc. Martina  
Grůzová,  
MSc.  
Digitálně podepsal  
Bc. Martina  
Grůzová, MSc.  
Datum: 2022.04.07  
14:51:36+02'00'

Martina Grůzová, MSc.,  
director of CCRJM



**AGREED REQUIREMENTS FOR THE CONFERENCE VENUE INCLUDING TECHNICAL AND OTHER EQUIPMENT FOR THE TRAVERSE 2022 CONFERENCE**

***A. Requirements for the Conference venue***

*i. Main hall: Grand Passage Ballroom*

- *Front + back lobby*
- *2 screens, 2 projectors*
- *LED (5x2,8m) wall, sound system*
- *This space could be utilised for speed networking if needed*

*ii. Auditoria (each room has 1 screen or 1 projector, microphone and sound system)*

- *Medium 1*
- *Medium 2*
- *Large 1*
- *Boardroom*
- *Large 3 (with 300 and more pax)*

*iii. Festival hall and lunch area*

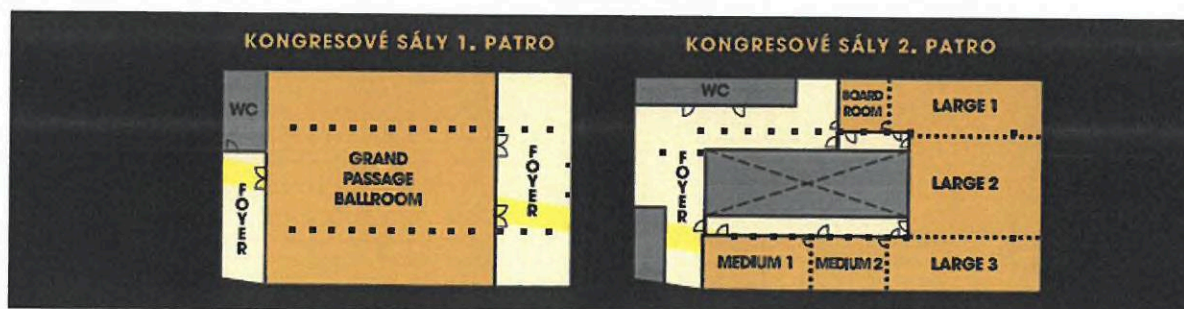
- *2nd floor lobby*
- *Bugatti Restaurant*
- *With 300 and more pax lunch will be served also in boardroom and Large 1*

*iv. Registration desk*

- *in the lobby of the Passage Hotel*

*v. Foyer 2nd floor*

- *8 small tables and 2 chairs for each table*



**B. Internet connection requirements**

- High speed internet

