

P R O M O T I O N C O N T R A C T

Parties:

Pražská vodohospodářská společnost a.s.

with its registered seat at **Bořislavka Centrum, 3. budova**

Evropská 866/67, 160 00 Praha 6 ,

ID No.:25656112,Tax ID No.: CZ 25656112,

registered in the Commercial Register maintained by the Municipal Court in Prague, file No.B 5290,

represented by Chairman

(the “**Partner**”)

and

CZECH-IN, s.r.o.

with its registered seat at Prague Congress Centre, 5. května 1640/65, Postal Code 140 00, Prague 4,

ID No.: 485 82 387, Tax ID No.: CZ48582387,

maintained by the Municipal Court in Prague, file No. C 17474,

represented by its Executive Directors

(“**C-IN**”)

(Partner and C-IN jointly also as the “**Parties**” or solely as the “**Party**”)

concluded on below stated day, month and year, in accordance with provisions of the Act No. 89/2012

Coll., Civil Code, as amended (“**CC**”), this Promotion Contract (the “**Contract**”).

P r e a m b l e

Whereas

- C-IN is an organiser of Water Loss 2022 (the “**Event**”); and
- Partner is interested in participating in the Event as a Special Silver Sponsorship within the meaning (the “**Partnership**”);

the Parties has chosen to enter into this Contract.

EVENT | CONGRESS | ASSOCIATION MANAGEMENT

www.c-in.eu

1. Scope of the Contract

- 1.1. Purpose of this Contract is to regulate mutual rights and obligations related to Partner's participation in the Event in the extent of the chosen Partnership (the **"Scope of the Contract"**).
- 1.2. Fulfillment of the Scope of the Contract includes the following:
 - presentation of Partner's company name and logo in all printed and electronic publications of the Event;
 - presentation of the Partner in the list of sponsors which shall be stated in printed program of the Event;
 - presentation of Partner's company name and logo in the main conference room in premises, where the Event shall take place;
 - official acknowledgement of the Partner at the Event's Opening Ceremony;
 - enabling the Partner to insert his advertisement into the printed program of the Event;
 - enabling the Partner to insert his promotion materials, i. e. brochure and/or flyer, to other promotion materials which shall be inserted in bags handed over to participants of the Event (the **"Bags"**);
 - for five guests or employees of the Partner, free participation in the Event;
 - two invitation cards to the gala dinner organized within the Event; and
 - One three-minute welcome speech during the opening ceremony.

2. Rights and obligations of C-IN

- 2.1. C-IN is obliged to fulfill the Scope of the Contract with appropriate care.
- 2.2. C-IN is entitled to remuneration for fulfillment of the Scope of the Contract pursuant to Article 4 of this Contract.
- 2.3. C-IN reserves the right to change time and place of the Event, if such change would be necessary.

3. Rights and obligations of the Partner

- 3.1. The Partner is obliged to remunerate C-IN pursuant to Article 4 of the Contract.
- 3.2. The Partner is obliged to provide C-IN with full cooperation for the purposes of fulfillment of the Scope of the Contract, namely to provide it with all documents and materials that are necessary for proper fulfillment of the Scope of the Contract, and to do so without undue delay (the **"Materials"**).

- 3.3. The Partner is obliged to hand the Materials over to C-IN at least in the following extent and in stipulated deadlines:
- Partner's logo in vectorial graphic within two weeks from conclusion of this Contract, however not less than one month before the Event's opening (the "**Logo**");
 - Partner's advertisement for its insertion into the printed program in the *.pdf format and within three weeks from conclusion of this Contract, however not less than one month before the Event's opening (the "**Advertisement**");
 - Partner's promotion material for insertion into Bags not less than one month before the Event's opening (the "**Promotion material**");
 - names of Partner's guests or employees whose participation Partner demands, within two months from conclusion of this Contract, however not less than 2 weeks before the Event's opening (the "**Guests**"); and
 - names of persons who will participate on gala dinner organized within the Event on behalf of the Partner, within two months from conclusion of this Contract, however not less than 2 weeks from the Event's opening (the "**Gala participants**").
- 3.4. Partner is obliged to immediately inform C-IN of any facts that could have influence on fulfillment of the Scope of the Contract and/or problem-free course of the Event.
- 3.5. Partner is obliged to fulfill other obligations arising out of this Contract or alternatively arising out of other agreements concluded between the Parties.
- 3.6. Upon signature of this Contract, Partner gives C-IN unconditional consent to use his Logo, as well as other materials that are capable to identify the Partner for the purposes of fulfillment of the Scope of the Contract.

4. Remuneration

- 4.1. For fulfillment of the Scope of the Contract, the Partner obliges himself to remunerate C-IN in the amount of 121,000 CZK, with respective value added tax of 21,000CzK (the "**Remuneration**").
- Remuneration will be paid to the C-IN bank account _____ registered in _____
- 4.2. Remuneration does not include any additional costs which arise to C-IN as a result of breach of any Partner's obligation pursuant to this Contract, including but without limitation to any obligation stipulated in Article 3.3. of the Contract.

- 4.3. C-IN is entitled to issue an invoice in the amount of stipulated Remuneration (the "Invoice") anytime from conclusion of the Contract to two months after the Event took place.
- 4.4. The Parties agreed that the Invoice shall mature 30 days after its delivery to the Partner. For Invoice delivery, Section 573 of the CC applies.
- 4.5. In accordance with Act No. 235/2004 Coll., On Value Added Tax, as amended (the "VAT Act"), the parties have agreed that the invoice will be sent to the Partner electronically ("electronic invoice"), to the email address fakturac@pvs.cz. The electronic invoice will be in electronic form and this electronic form will represent the original version registered in the partner's accounting.

If it is not possible to generate an electronic invoice directly from the C-IN's accounting system, it will be provided with a guaranteed electronic signature based on a qualified certificate based on Act No. 297/2016 Coll., On trust services for electronic signature transactions, as amended. The certificate must be issued by one of the certification service providers accredited by the Ministry of the Interior of the Czech Republic. The electronic invoice will be prepared in the ISDOCX format, in the frequency of 1 invoice = 1 file. Electronic invoice attachments that are not part of the tax document will be sent to the customer only in RTF, PDF, DOC, DOCx, XLS, XLSx formats. In case that an electronic invoice is sent to Partner, C-IN undertakes not to send the same invoice in duplicate in paper form.

C-IN undertakes that:

- 4.5.1. the bank account for payment based on this contract designated by him is an account published in accordance with the provisions of Section 96, Paragraph 2 of Act No. 235/2004 Coll., On Value Added Tax, as amended ("VAT Act"),
 - 4.5.2. immediately notify the Partner in writing of its designation as an unreliable payer in accordance with the provisions of Section 106a of the VAT Act,
 - 4.5.3. immediately notify the Partner in writing its insolvency or threat of its occurrence.
- 4.6. The contracting parties have agreed that in the event of liability under §109 of the VAT Act, Partner is entitled to proceed under §10aa of the VAT Act without the consent of C-IN, provided that the Partner's obligation to C-IN is considered as fulfilled, if the Partner delivers written information to C-IN about such a procedure of the Partner.

5. Communication

- 5.1. Partner is obliged to hand over the Materials to C-IN pursuant to Article 3.3. of the Contract as follows:

- the Logo, the Advertisement, names of the Guests and the Gala participants by means of electronic communication to the email address
 - the Promotion material by means of postal service to the address CZECH-IN s.r.o., 5. května 1640/65, Postal Code 140 00, Prague 4.
- 5.2. Any other communication shall take place by means of electronic communication via following addresses:
- Partner:
 - C-IN:

6. Duration of the Contract

- 6.1. This Contract is concluded for a definite time period, i. e. from the date of its conclusion to the day of the Event's end and fulfillment of the payment of remuneration.
- 6.2. Rights and obligations falling upon the period after the Event's end, including but without limitation to, provisions of Articles 4, 8 and 9 of this Contract, shall stay enforceable also after the termination of this Contract, indifferently whether in accordance with Article 6.1. or 6.3. of this Contract.
- 6.3. This Contract might be terminated:
- upon mutual agreement of the Parties; or
 - upon Partner's written notice for reasons and in the manner stipulated in Article 6.4. of the Contract; or
 - upon C-IN's written notice for reasons and in the manner stipulated in Article 6.5. of the Contract.
- 6.4. Partner is entitled to terminate this Contract in case C-IN seriously breaches its obligation stipulated in Article 1.2, and C-IN does not remedy such breach, not even within proportionate time period given to C-IN by the Partner in writing.
- 6.5. C-IN is entitled to terminate this Contract in case the Partner seriously breaches his obligation stipulated in Article 3.3. and/or 4. of this Contract.
- 6.6. In the event of Contract's termination pursuant to Article 6.4. and/or 6.5. of this Contract, the Contract is deemed terminated on the day of delivery of the written notice to the other Party. For the written notice delivery, Section 573 of the CC applies.
- 6.7. In the event of Contract's termination pursuant to Article 6.4. and/or 6.5. of this Contract, C-IN has the right to be remunerated only in proportionate amount corresponding to yet provided performance. If the Remuneration has already been paid by the Partner in full, C-IN is obliged to

return to the Partner proportionate amount of the yet paid Remuneration in 30 days from the moment of termination of this Contract, and at the same time, C-IN is obliged to send the Partner respective invoice.

- 6.8. Termination of the Contract does not have influence on C-IN's right to demand contractual penalty from the Partner pursuant to Article 7 of the Contract.

7. Register of Contracts

7.1. Partner is a legal entity in which the territorial self-governing unit has a majority ownership interest, which was established in order to satisfy the industrial and commercial needs pursuant to Act No. 340/2015 Coll. on the register of contracts. Based on this, this contract would not have to be published in the register of contracts, but the parties nevertheless agreed to publish this contract in the Register of contracts, but the contracting parties therefore agreed that this contract (text of the contract without annexes) will be published through the Register of contracts pursuant to Act No. 340/2015 Coll., on the register of contracts. Publication in the register of contracts will be provided by the Partner.

7.2. Publication through the Register of Contracts means entering an electronic version of the textual content of the Contract in an open and machine-readable format as well as metadata in the Register of Contracts. Following metadata are subject to publication: identification of contracting parties, definition of subject of contract, price (or the value of the contract, if it can be determined), date of conclusion of contract.

7.3. Contracting parties expressly declare that information contained in the part of the contract intended for publication in the register of contracts, including metadata, does not contain information that cannot be provided under the rules governing free access to information and is not marked by the contracting parties as a business secret.

8. Confidentialities

8.1. The Parties are obliged to deal with information they have learned during and in connection with fulfillment of the Scope of the Contract (the “**Confidentialities**”) at least in the same way they protect their own trade secret, however not less than in the extent usual for protection of the trade secret.

8.2. The Parties consider as the Confidentialities particularly following data:

- all publicly inaccessible internal data about any Party;
- all publicly inaccessible C-IN's data of commercial and technical nature; and
- all data related to the Scope of the Contract, including but not limited to data of C-IN's clients, of C-IN cooperation with third parties, of the C-IN's commercial strategy, etc.

- 8.3. The Parties are entitled to make the Confidentialities publicly accessible to:
- a third party for the purpose of fulfillment of the obligations arising out of the Contract, however only in the extent necessary for such fulfillment;
 - legal counselors and tax advisors, however only under condition that such legal counselors and tax advisors ensure Confidentialities' protection in the extent stipulated in Article 7.1. of the Contract, under further condition that in case legal counselors and/or tax advisors breach the obligation arising out of Article 7.1 of the Contract, responsible shall be directly the Party which provided the Confidentialities;
 - a state organ and/or courts in accordance with effective legal regulation or in accordance with their decisions, under further condition that the Party is obliged to inform the other Party of this fact and to ensure protection of such publicly accesible Confidentialities in the maximum possible extent pursuant to Article 7.1. of the Contract.

8.4. All disputes that might arise out of or in connection with this Contract shall be decided with exclusion of the general court's authority and with definite validity in the arbitrary proceedings held by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic (the "**Arbitration Court**") under the Rules of the Arbitration Court and by one arbitrator appointed by the Chairman of the Arbitration Court.

9. Final Provisions

- 9.1. This Contract becomes valid upon its execution by both Parties.
- 9.2. Conditions of Parties' cooperation not regulated by this Contract or on its base shall be governed by respective provisions of the Czech Republic, namely by provisions of the CC.
- 9.3. The invalidity or unenforceability of any article or provision of this Contract shall not affect the validity of and enfoceability of other provisions of this Contract. In case any such article or provision becomes for any reason invalid (namely due to contradicton to applicable Czech legal provisions and other legal norms), the Parties oblige to carry out mutual consultations and to agree upon legally acceptable manner of execution of the purpose of that part of the Contract that became invalid.
- 9.4. This Contract might be changed in the form of numbered written amendments signed by both Parties.
- 9.5. Parties declare that they got properly acquainted with content of this Contract that corresponds with their true and free will, performed not in distress nor in markedly disadvantageous conditions and to prove that they attach their signatures.

9.6. The Contract has been drafted in two copies with validity of an original, from which each Party receives one copy.