

2017-0687

Order for work

Veletrhy Brno, a.s., a company organised and existing under the laws of the Czech Republic, with its registered office in Výstaviště 405/1, 603 00 Brno, Czech Republic, registered under company identification number 255 82 518 in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 3137;

(hereinafter the 'Provider');

and

Whereas:

- (A) The Client is a limited liability company. The Client (and its affiliated entities (the "Group") provides property, asset management, development and related services to logistic property owning companies across Europe (all such property companies being referred to herein as the "**Property Companies**").
- (B) The Client wishes to retain the Provider to provide Services (as defined below) and the Provider agrees to be retained by the Client to provide such Services to the Client.


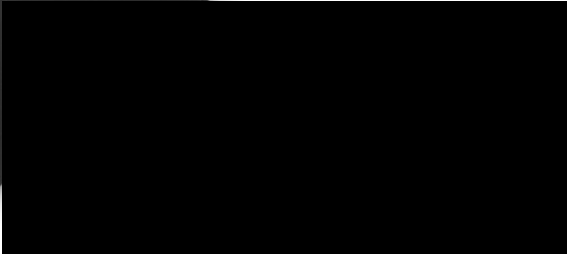
THE PARTIES AGREE AS FOLLOWS:

1 Commencement and duration of the Agreement

This Agreement shall commence on 2nd May 2017.

2 The Services and Subject of the Agreement

- 2.1** The Client hereby agrees to engage the Provider *for Stand Construction and Full-Service Operation of the stand including AV technologies and Catering*




during Transport Logistics Fair in Munich 2017, and the Provider hereby accepts such engagement and agrees to provide the services set out in Annex

No. 1 to this Agreement (the "Services") to the Client and the Group in accordance with this Agreement. The Services shall be carried out by the Provider in respect of the Client and the Group's operations relating to the Property Companies across Europe, as required by the Client.

2.2 The Provider shall provide the Services in accordance with the particular instructions and clarifications from the Client represented for this purpose by Kordula Kordula <Kordula.Kiefer-Kempf@p3parks.com>, which instructions and clarifications are not required to be in writing. The Provider shall provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of the Client and the Group.

2.3 The Provider represents and warrants that:

2.3.1 In providing the Services, the Provider will not:

- (i) infringe the rights of any third party; or
 - (ii) breach any obligations owed by them to any third party.
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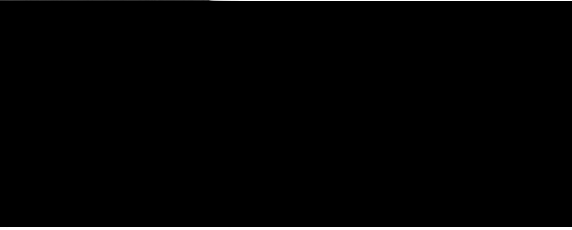
2.5 The Price is payable as follows:

100% of the contractual price will be payable after handover of the stand on the 8th of May 2017.

3 Confidential Information and Protection of Trade Secrets

3.1 The Provider acknowledges that in the course of the provision of Services to the Client under this Agreement, she will become acquainted with information regarding matters and circumstances which the Client considers confidential (whether designated as "confidential" or not and relating to either the Client, the Group or the Property Companies) and which is the property of the Client (the "Confidential Information"), particularly with respect to:

- (a) research and development, designs, specifications or processes related to or produced in relation to the Client's business or the Group, including architectural, engineering and technological designs and processes, marketing and research strategies, marketing data, legal
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documentation, training materials, pricing information, know-how and other trade secrets and information regarding the Client, the Group and the Property Companies;

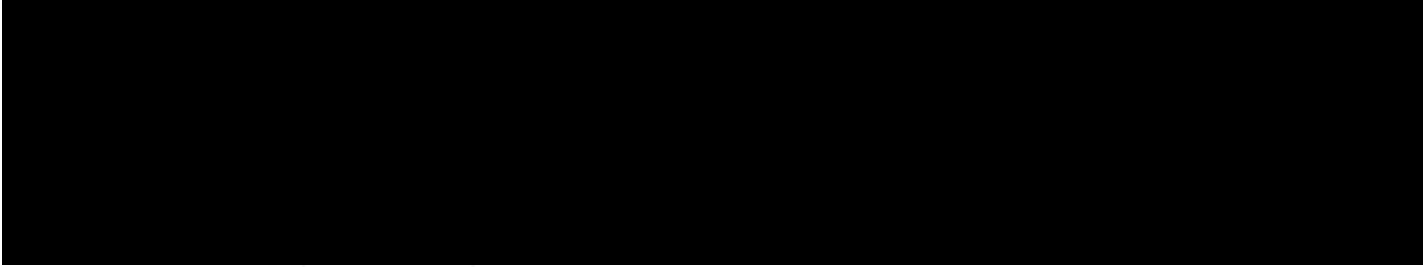
- (a) lists of existing and potential suppliers/customers or other business partners, other service providers and related information;
- (b) computer software and information maintained in electronic format;
- (c) business plans, budgets and financial data (such as operating profit, etc.) regarding the Client, the Group and the Property Companies; and
- (d) other issues related to the Client's business or matters of the Client's interest or areas of research carried out by the Client.


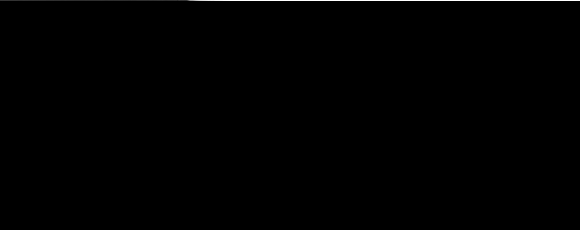
3.2 The Provider shall keep confidential and shall not at any time, whether during or after the termination of this Agreement, disclose or reveal or allow to be disclosed or revealed to any person, firm or company any Confidential Information and shall not use or attempt to use any such information in any manner which may injure or cause loss or damage to any such persons, companies or organisations. Further, the Provider agrees not to convey or make available Confidential Information to any third party, unless required under applicable law or having in each individual case the prior written consent of the Client.

3.3 To ensure the proper treatment of Confidential Information, the Provider undertakes:

- (a) To provide all reasonable effort to ensure that all documents and data relating to clients of the Client or Group are kept secure and that all files of such documents and data are returned to the Client on completion of a client matter;
- (b) to refrain from making or obtaining copies, recordings, duplicates, samples, excerpts or summaries of Confidential Information (except as required for the due performance of the Services under this Agreement); and
- (c) to refrain from using Confidential information for his own benefit or for the benefit of other individuals or legal entities.

3.4 The Provider hereby acknowledges that any and all documents and/or electronic data related to the Client which are in the possession of the Provider, remain in the ownership of the Client. Upon the termination of this Agreement, for whatever reason, the Provider shall immediately deliver up to the Client all notes, correspondence, list of clients and other documents, papers and property





belonging to the Client which may have been made or prepared or come into its possession in the course of this Agreement and which relate in any way to the affairs of the Client, any client of the Client or the Group. On termination of this Agreement, the Provider shall not, without

the prior written consent of the Client, retain any copy or copies of any such information.

4 IP Rights

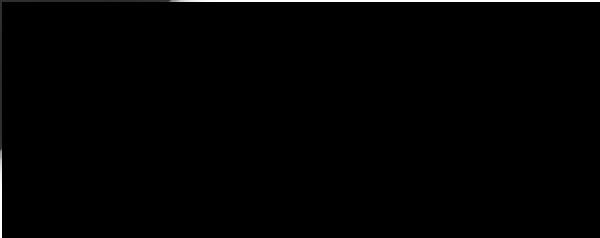
If the Provider during the Term and in performance of this Agreement makes, creates or discovers any invention, idea, drawing, database, product, logo, trademark or similar (“**Work**”) in performing its obligations under this Agreement, the Provider shall assign, or to the extent permitted by applicable laws, ensure the assignment of all rights, title or interests in such items of Work to the Client and do everything reasonably necessary to vest title of such rights in the Client or its nominee. The rights and obligations under this Clause 7 shall continue in force after the termination of this Agreement.

5 Independent status

- 5.1 Nothing in this Agreement will make the Provider, an employee, agent or partner of the Client (or any other company affiliated or associated with the Client) and the Provider will not hold themselves out as such. Under no circumstances shall the Provider be entitled to receive from the Client any sick pay, holiday pay or any other employee benefits and shall not have any rights against the Client under any employment legislation or in respect of any insurance or social contribution scheme.
- 5.2 This Agreement constitutes a contract for the provision of services and not a contract of employment. As such, the Provider shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation, social security or similar costs/contributions (“**Taxation**”) in respect of any fees or payments made under this Agreement, or in respect of the Provider.
- 5.3 The Client will not be liable for any of the Provider’ acts or omissions.
- 5.4 The Provider will not pledge the credit of the Client, sign any binding document or commitment, enter into any agreement or make any promise on behalf of the Client.
- 5.5 The Provider will account for any applicable VAT to the appropriate authorities.

6 Termination of Agreement

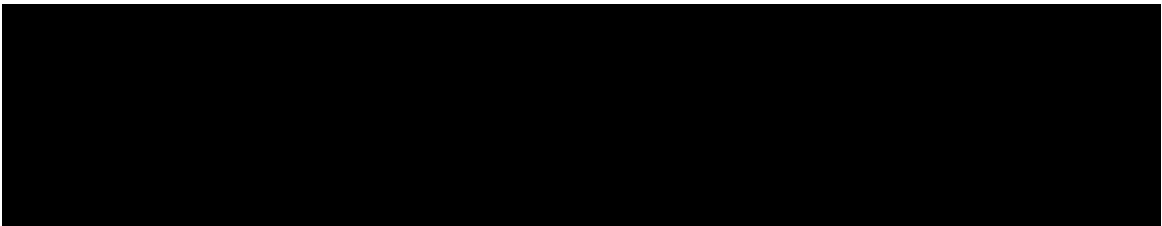




- 6.1 Either Party may terminate the Agreement without reason prior to the expiry of the Term by providing no less than two (2) weeks' written notice to the other Party.
- 6.2 The Client may also terminate this Agreement immediately by giving notice to the Provider if:
 - 6.2.1 The Provider has not performed the Services to the standard reasonably required by the Client or does not comply with any term of this Agreement and has not remedied such default within seven (7) days' written notice from the Client; or
 - 6.2.2 The Provider does anything which brings the Provider or the Client into disrepute and has not remedied such default within seven (7) days' notice from the Client; or
 - 6.2.3 The Provider is made bankrupt or insolvent or similar proceedings are initiated against it; or
 - 6.2.4 The Provider becomes of unsound mind.

7 Notices

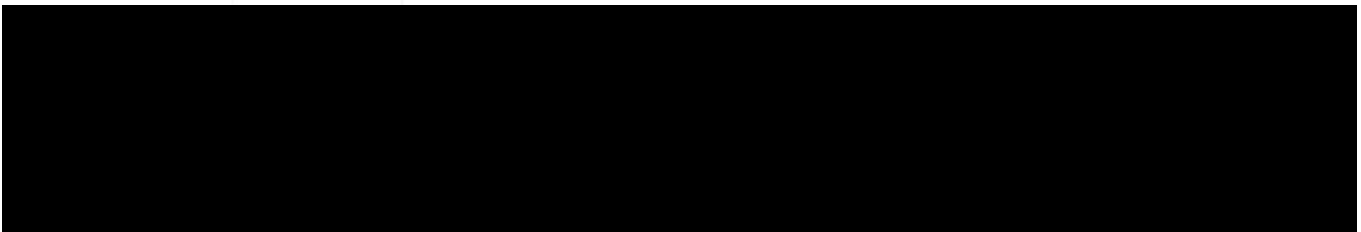
Any notices given under this Agreement must be delivered by registered letter to the registered address of the relevant Party at the time the notice is given and a copy shall be sent by email to the relevant email address set out below:

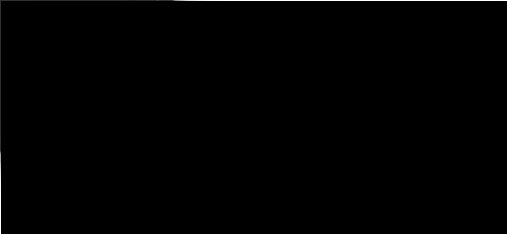



Except for notices given by hand, notices will be deemed to have been delivered two days after the date of delivery by recorded delivery.

8 Closing Provisions

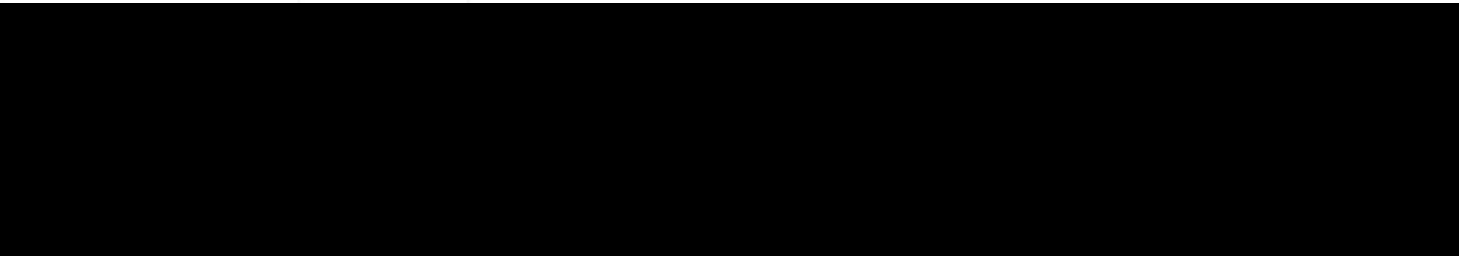
- 8.1 In this Agreement:

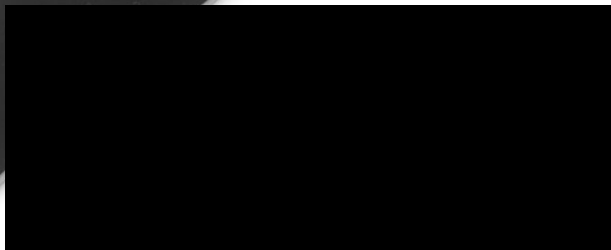


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- 8.1.1 references to any statutes, laws or statutory provisions include any modification or re-enactments of those laws, statutes or statutory provisions;
 - 8.1.2 any references to clauses or paragraphs are references to clauses or paragraphs of this Agreement; and
 - 8.1.3 headings are for convenience only and do not affect the interpretation of this Agreement.
- 8.2 If any provision of this Agreement is or becomes illegal, void or unenforceable, the legality, validity and enforceability of the remaining provisions hereof shall not be affected. The Parties shall replace the void or unenforceable provision (or part thereof) with a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.
- 8.3 This Agreement comprises the entire agreement of the Parties regarding the subject hereof and supersedes any and all other agreements made with respect to the subject hereof, whether written or verbal.
- 8.4 Should any of the Parties take no notice of or disregard any lack of performance under, breach of, delay or non-compliance with any obligation arising hereunder, then such conduct shall not imply a waiver of such obligation with regard to continued or subsequent failures to perform, breaches or non-compliance, and any such waiver shall not be considered effective, unless given in writing in each individual instance.
- 8.5 The Provider shall not assign, delegate or sub-contract its obligations under this Agreement to any other person, company or entity.
- 8.6 Any and all changes to this Agreement shall be in the form of written and numbered amendments executed by both Parties.
- 8.7 All annexes to this Agreement constitute an integral part of this Agreement.
- 8.8 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing/executing any such counterpart.

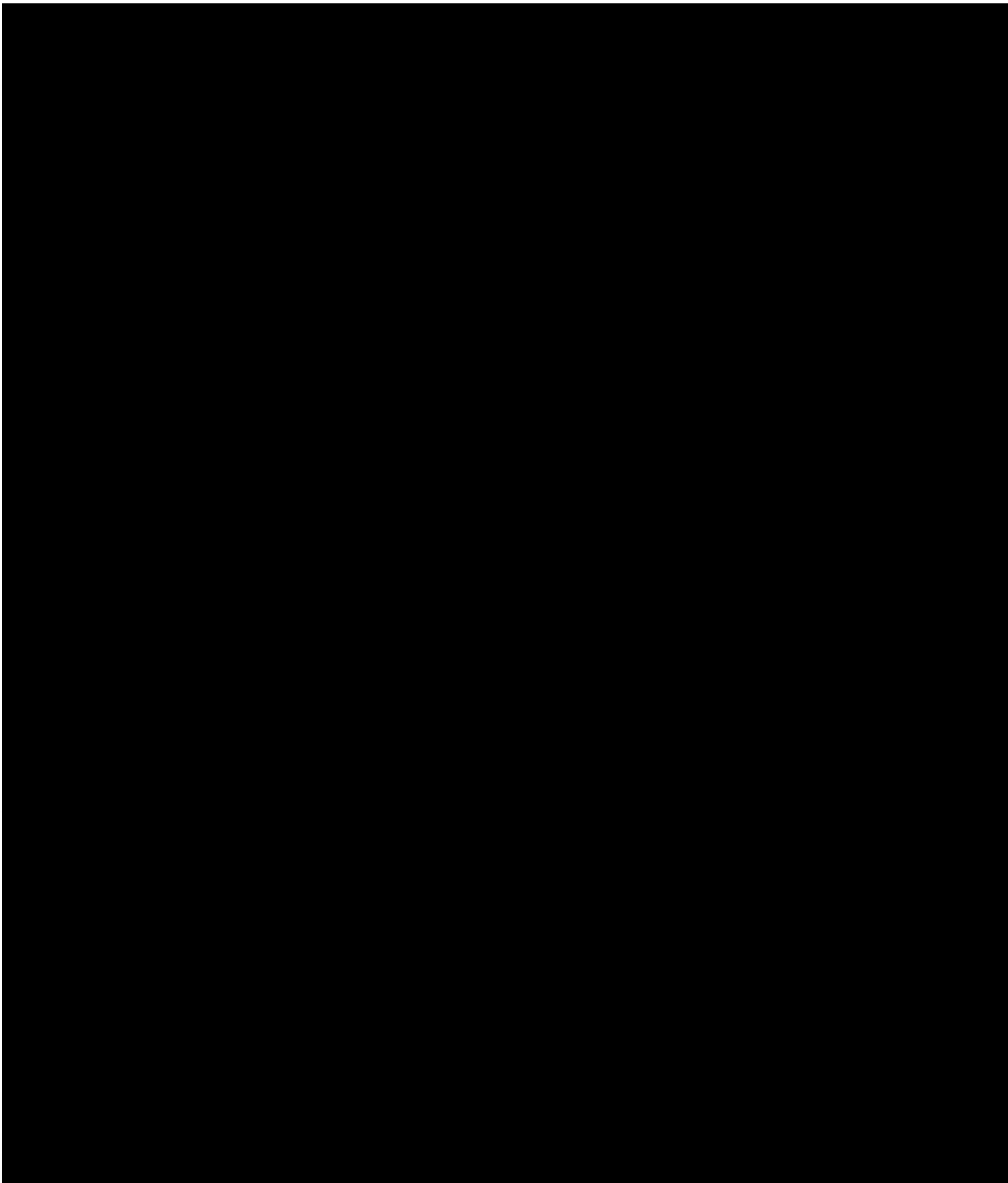
9 Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the Czech law. Each of the Parties submits to the exclusive jurisdiction of the Czech courts as regards any claim or matter arising out of or in relation to this Agreement.





• SIGNED AND AGREED by representatives of all Parties as follows:



[REDACTED]

[REDACTED]