

COMMERCIAL AGENCY AGREEMENT

concluded pursuant to Section 24833 of Act No. 89/2012 Sb., Civil Code, as amended
(hereinafter referred to as “**Civil Code**”)

1 Contracting parties

Name, company legal name: Collegium Musicum Berlin , Tobias Gühne
Address/registered address: Freie Universität Berlin Garystr.35 14195 Berlin Germany
ID no.: DE811304768
Bank account: IBAN: DE96 1007 0848 0514 1882 00
BIC: DEUTDEDB110 (Deutsche Bank)

(hereinafter referred to as “**the Principal**”)

and

Obecní dům, a.s.

Registered address: náměstí Republiky 1090/5, 110 00 Prague 1, Staré Město
Represented by Mgr. Vlastimil Ježek, Chairman of the Board of Director and Mgr. Albert Kubišta,
Member of the Board of Directors
ID no.: 27251918, Tax reg. no.: CZ27251918
Entry in the Commercial Register: Municipal Court in Prague, Section B, Insert no. 9990

(hereinafter referred to as “**the Agent**”)

The Principal and the Agent, hereinafter collectively referred to as “**the Parties**” and each individually as a “**Party**,” conclude, on the below stated day, month and year, this

Commercial Agency Agreement (hereinafter referred to as “**the Agreement**”)

2 Introductory Provisions

- 2.1 The Principal is a company primarily focusing on *organizing cultural events*. The Principal’s commercial activities are primarily held on the territory of the Czech Republic.
- 2.2 The Agent is an independent entrepreneur interested in long-term activities related to negotiating and closing commission sales deals as specified below on the Principal’s behalf and credited to the Principal’s bank account.
- 2.3 The Principal is not authorized to appoint other agents for the below specified contractual area and/or conclude agreements directly.

3 Subject of the Agreement

- 3.1. The Agents shall procure for the Principal the advance sale and printing of tickets for events organized by the Principal in the Municipal House in Prague (hereinafter referred to as “**commission sales**”). These activities aimed at concluding commission sales deals are conducted by the Agent to the extent and under the conditions specified below.
- 3.2. Orders for individual dates of advance sale and prices will be based on partial orders, see Annex No. 1
- 3.3. The Principal undertakes to pay the Agent the commission as specified below for activities defined in Clause 3.1 of this Agreement.

4 Commissions

- 4.1 The Agent is entitled to commissions from all commission sales deals concluded between the Principal and customers wherein the Agent was involved.
- 4.2 The commission for the Agent is 20% + VAT of the total price of the commission sales, including VAT, and CZK 4 for each ticket printed, based on the Agreement concluded between the Principal and customer.
- 4.3 The Agent is entitled to commission provided that the Principal has fulfilled his obligation or shall fulfill it or provided that the obligation arising from the Agreement was fulfilled by the customer.
- 4.4 After each event, the Agent shall calculate the commission. The provision will be paid against an invoice issued by the Agent. The due date shall be 14 days from the date of the issue of the invoice. The Parties have agreed that the Agent has the right to a one-sided set-off of his commission deducted from the amount accepted from the Principal and/or from the buyer (customer)* purchasing the ticket.
- 4.5 The Parties have agreed that the commission includes all costs related to the Agent's activities.

5 Obligations of the Principal

- 5.1. The Principal undertakes to obtain and communicate to the Agent any and all data necessary for the fulfillment of the Agent's obligations.
- 5.2. The Principal undertakes to provide the Agent any and all necessary documentation related to the subject of the commission sales, particularly, the Principal is obliged to hand over the materials necessary for the fulfilment of the Agent's obligations at least 7 working days prior to the beginning of the sale.
- 5.3. The Principal is obliged to pay commission to the Agent.

6 Obligations of the Agent

- 6.1. The Agent is obliged to perform his activities with expertise and with the best regards of the Principal's interests, and to proceed in accordance with his mandate and reasonable instructions from the Principal.
- 6.2. The Agent is obliged to inform the Principal of any necessary data of which the Agent has become aware in relation to the fulfillment of his duties and that are related to this fulfillment. The Agent is further obliged to provide the Principal with data about the developments in the relevant market.
- 6.3. In the case that the Agent is unable to perform his activities, he is obliged to inform the Principal of this without undue delay.
- 6.4. The Agent is obliged to provide a reconciliation of the pre-event sales after the end of each event.

7 Final Provisions

- 7.1. This Agreement is concluded for an indefinite period of time.
- 7.2. This Agreement has been made in two (2) counterparts, with each Party receiving one.
- 7.3. This Agreement is governed by the legislation of the Czech Republic, particularly by the Civil Code.
- 7.4. This Agreement shall come into force and effect on the day of its signing by both Parties.

The Agent

Signed in *Prague, on 13.7.2023*

.....
Mgr. Vlastimil Ježek
Chairman of the Board of Directors
Obecní dům a.s.

.....
Mgr. Albert Kubišta
Member of the Board of Directors
Obecní dům, a.s.

The Principal

Signed in *Prague, on 13.7.2023*

.....
Collegium Musicum Berlin
Tobias Gühne

TICKET SALE AGREEMENT

Supplier: Obecní dům, a.s.

Address: náměstí Republiky 1090/5

111 21 Praha 1

Česká republika

Identification no.(IČ): 27251918

TAX ID: CZ27251918

Account no.: 220080516/0300

Customer:

Address:

Identification no.(IČ):

TAX ID:

Account no.:

TEXT TO BE PRINTED ON THE TICKET (CZECH VERSION / ENGLISH VERSION)

Title (50 characters, incl. spaces):

Sub-title (40 characters, incl. spaces):

English title (50 characters, incl. spaces):

English sub-title (40 characters, incl. spaces):

Event venue (hall name):

Event date:

Hour:

Date of the presale launch:

Online ticket sales through www.obencidum.cz: **YES** **NO****TICKET PRICE CATEGORIES (INFORMATION ON PRICE CATEGORIES AND NOTES)**

Signed in _____ on _____

.....
Customer signature and stamp

Resale conditions:

Resale commissions: 20%, excl. VAT

Price for the printing of one ticket is CZK 4, excl.VAT.

Date of order delivery – 7 working days before the start of ticket sales.