#### Mutual Cooperation Agreement no. ......

concluded according to § 1746, par. 2 of the Civil Code No. 89/2012 Coll. as amended

### Art. I. Parties

**Dostihový spolek a.s.** Pražská 607, 530 02 Pardubice, Czech Republic

ID:48155110VAT number:CZ48155110Bank connection:ČSOB a.s.

IBAN: CZ60 0300 0000 0000 0173 2107

BIC / SWIFT: CEKOCZPP

Represented by: Mrs. Štěpánka Fraňková, Chairman of the board.

The company is registered in the Commercial Register of the District Court in Hradec Králové, section

B, file number 918.

and

Westminster Polska sp. z o.o. Sienna street 93/55, 00-815 Warszawa, Poland

VAT number: 8971847938

IBAN: 54 1020 5242 0000 2102 0406 8011

BIC / SWIFT: BPKOPLPW
Represented by: Jarosław Prus

The company is registered in the National Court Register under number 0000702957.

### Art. II. Subject of the contract

The subject of this contract is the advertising service to the benefit of Westminster Polska sp. z o.o. in a pre-selected and agreed form during the 2023 racing season, in particular during the racing day of 7 October 2023.

## Art. III. Terms and Conditions

- 1) Dostihový spolek a.s. undertakes to provide Westminster Polska sp. z o.o. with the following advertising and promotional activities:
  - Naming a race of 7 October 2023 as:
     Westminster Winter Queen Stakes (Westminster Cena Zimní královny);
  - XXX
  - XXX
  - An advertisement for Westminster Polska in the race day programme for October 7<sup>th</sup> and 8<sup>th</sup> 2023;
  - Preparation of an advertising banner with dimensions of 4 x 1 metres in the finishing straight on October 7th, 2023;
  - XXX
  - XXX
  - XXX
  - XXX

#### 2) XXX

3) If the race referred to in Art. III. paragraph 1 is carried out on a different date than planned, all obligations of the Contracting Parties under the Agreement shall apply accordingly.

# Art. IV. Financial conditions

Westminster Polska sp. z o.o. will pay for the advertising and promotion specified in the Agreement to the account of Dostihový spolek a.s. a financial amount of **EUR XXX** (**without tax**) based on an invoice issued by Dostihový spolek a.s. within XXX.

#### Art. V. Cases of the Agreement default

- 1) If the race referred to in Art. III. paragraph 1 does not take place, Westminster Polska sp. z o.o. will not be obligated to pay remuneration for the advertising services listed in Art. III paragraph 1.
- 2) In the event of failure to provide any of the advertising benefits listed in Art. III. Paragraph 1 by Dostihový spolek a.s., the remuneration will be reduced according to the value of an unrealized benefit.

## Art. VI. Dissolution of the Agreement

- 1) XXX
- 2) Both Contracting Parties may dissolve the Agreement by mutual agreement in any given time.

# Art. VII. Final provisions

- 1) The Agreement is made in two copies, one for each Contracting Party.
- 2) The Agreement shall enter into force on the day following the day of its publication in the Central Register of Contracts kept by the Office of the Government of the Czech Republic.
- 3) Any changes or amendments to this Agreement may only be made in writing and with the consent of both Contracting Parties.
- 4) Other rights and obligations of the contracting parties are governed by the Civil Code of the Czech Republic.

in Pardubice 31. 7. 23	in Warsaw 12. 7. 23	
MUDr. Štěpánka Fraňková	Jarosław Prus	
Dostihový spolek a.s.	Westminster Polska sp. z o.o.	