

## AGREEMENT FOR TEMPORARY USE AND ENJOYMENT OF THE SPACES

This temporary use and enjoyment agreement (this “Agreement”) is made this 29/01/2024 by and between **ALCOVA SRL, Via Marco Aurelio 21, 20127 Milano, VAT IT11062620965** (“Party A”) and **Studio of Fashion and Footwear Design, Academy of Arts, Architecture and Design in Prague, náměstí Jana Palacha 80, 116 93 Praha 1, Czech Republic, VAT CZ60461071** (“Party B”). Party A and Party B may be referred to individually as a “Party” and collectively as the “Parties”.

### 1. Premises

The premises whose temporary use is granted to Party B is the exhibition space **BV11** located at Via Vittorio Emanuele II, 48, 20814 Varedo MB, Italy, as detailed on the map attached to this contract as Exhibit C (the “Premises”). The use and enjoyment of the Premises are granted for the purpose of participating in the collective design exhibition known as Alcova. Parking for Party B vehicles is included with the Premises, 1 day parking for installation and 1 day parking for deinstallation of the exhibition.

### 2. Agreement for the temporary use and enjoyment of the spaces

Party A agrees to grant to Party B the temporary use of the Premises, subject to the terms and conditions set forth herein.

### 3. Term

The use of the Premises will be granted for a limited period of time beginning at 8am on 08/04/2024 and ending at 8pm on 26/04/2024.

### 4. Rent

Party B will pay Party A a sum of **€ 30.000 (thirty thousand)** (the “Rent”) for the use and enjoyment of the Premises. Rent will be payable in two installments: 60% upon the signing of this agreement and 40% by 1 March 2024. Payment shall occur by bank transfer to the account listed on the relevant invoice.

### 5. Refundable Deposit

Simultaneously with the execution of this Agreement: Party B will pay Party A a deposit equivalent to 15% of the Rent as guarantee for the performance of the obligations of Party B as set forth herein. The deposit will be refunded to Party B by Party A upon surrender of the Premises in good condition and in compliance with the terms herein and once all outstanding payments to suppliers have been completed.

### 6. Access

The Party B agrees to provide names for all team members requiring access to the site during buildup and breakdown (i.e. dates when the site is not accessible to the public).

### 7. Public Access

The Premises will be accessible to the public in the context of the design exhibition known as Alcova from 15/04/2024 until 21/04/2024, with daily opening hours of 11am to 7pm. Exhibitors will be informed in advance of any changes and updates to the programme.

## **8. Safety**

Party B agrees to abide by all safety measures prescribed by Italian law or required by Party A to comply with the applicable Italian law provisions. Party B indemnifies Party A against any loss, claim, damage or expense resulting from accident, injury or other event directly or indirectly caused by any of its representatives, exhibit or activities on the Premises, as well as any fines or penalties imposed by authorities related to said exhibit or activities and more in general deriving from any breach by Party B of the provisions herein or those set by the applicable law.

## **9. Technical suppliers**

In order to guarantee the safety of the site, Party B confirms that all electrical appliances such as lighting and/or heating are duly certified. Such rentals will be at Party B's own expense. Exhibitors are free to bring their own lights and/or lighting system as long as they are certified (CE).

Party B will find in the space 1 electrical connection point (a choice of either a civil 220V socket strip or a cee 220V 3p industrial socket, with an electrical power capacity of approximately 500W).

If Party B requires more than one power supply point, it will receive a specific cost estimate for this supply. If Party B requires more than one power supply for its stand, it will receive a specific quotation for this supply. Party A and its electrical suppliers do not carry out work on installations or parts of equipment owned by exhibitors. Party B agrees not to use the electrical sockets provided for heating equipment without prior authorisation from Party A.

## **10. Utilities**

Electricity will be provided and consumption will be calculated for each installation. If Party B installation requires more energy than the standard energy supplied, Party B is responsible for costs associated with services or utilities employed within the Premises. Electricity will be billed at cost on the basis of an estimation of the power consumption in kWh of the appliances used by Party B from setup to breakdown.

## **11. Failure to Give Possession**

In the event Party A is unable to give possession of the Premises to Party B on the start date of the term set forth above due to circumstances caused by force majeure that are beyond Party A's control, Party A will not be subject to any liability for such failure, and the term will not be extended.

## **12. Condition of the Premises**

Party B has examined and accepts the conditions of the Premises for the purposes of presentation of their exhibit. Party B declares to be fully aware of the actual de facto circumstances of the Premises as well as of those of the so called "Villa Bagatti Valsecchi" in Via Vittorio Emanuele II, 48, 20814 Varedo MB within which the Premises are located and of the circumstance that Party A is not the owner of the Premises and, therefore, is required to comply with certain requirements and prescriptions set forth in the interest of the owner/concessionario.

## **13. Rules, Regulations and Compliance**

Party A has prescribed the rules and regulations governing Party B's use and enjoyment of the Premises, attached hereto as Exhibit B, and incorporated by reference herein. Party B acknowledges receipt of and agrees to adhere to such regulations. Party B agrees to comply with all applicable laws, ordinances, requirements and regulations set forth under Italian applicable law (including those set forth by the Municipality of Milan and other public authorities).

**14. Other rights**

Party B grants to Party A any right to use on any platform and social media any videos, photos and any other material, name and trademark in connection with the exhibit of Party B, also after the term of this Agreement, for the purposes of promoting Alcova. Party A shall be entitled to use such material to the extent reasonable and such use shall not unreasonably prejudice the legitimate interests of Party B.

**15. Alterations**

Party B will not damage or make any alteration or modification to the Premises without first obtaining Party A's written consent. If such consent is given, remedial works shall be conducted according to Party A's directives before surrender of the Premises.

**16. Fire and Casualty**

If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Party B may immediately vacate the Premises and terminate this Agreement upon notice to Party A.

**17. Liability**

Party A is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring on the Premises occupied by the Party B, unless resulting from willful misconduct of Party A. Party B expressly indemnifies Party A against any loss, claim, damage or expense caused by Party B.

**18. Insurance**

Party B is required to obtain, and maintain at all times during the term of this Agreement, an insurance policy with a minimum of €500,000.00 general liability coverage satisfactory for Party A and to provide to Party A evidence of such insurance policy. Party B will name Party A as an interested party or additional insured and the insurance policy will waive any right vis-à-vis Party A.

**19. Assignment and Subletting**

Party B will not assign this Agreement or the use of any portion or all of the Premises or make or permit any total or partial sublease or other act of disposal of any portion or all of the Premises.

**20. Insurance Requirements**

Party B will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises.

**21. Right of Entry**

Party A or its representatives may enter the Premises at reasonable times. In the event of an emergency, Party A may enter the Premises at any time.

**22. Surrender**

Party B will deliver and surrender to Party A possession of the Premises immediately upon the expiration of the term indicated above or the termination of this Agreement, vacant, clean and in as good condition of repair as the Premises was at the commencement of the term.

### **23. Condemnation**

If all or substantially all of the Premises is covered by a condemnation or closure by a governmental authority, this Agreement shall terminate on the date the order of the condemning authority takes effect, and all rent under this Agreement shall be prorated and paid to such date. Party B waives any right, title or interest which Party B may have to any such award and agrees to not make any claim for the Term of this Agreement.

### **24. Hazardous Materials**

Party B will not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

### **25. Content**

Party B commits to not include in their exhibit content that could be construed as obscene, in accordance with the policies laid out by the owner of the site. Party B also commits to keep their exhibit in a state of order, cleanliness and accessibility such as to uphold the good image of Alcovia for the duration of the event. Party B undertakes not to create any harm to third parties in connection with the set up, running and dismantling of the exhibit.

### **26. Notices**

Notices shall be sent to Party A at the following address: **Via Marco Aurelio 21, 20127 Milano, Italy** and to Party B to the following address: **náměstí Jana Palacha 80, 116 93 Praha 1, Czech Republic**.

### **27. No Waiver**

No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

### **28. Severability**

If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

### **29. Force Majeure**

In the event Party A is unable to perform its obligations under the terms of this Agreement because of acts of God, pandemic, strikes or damage reasonably beyond its control, or should the international exposition "Salone del Mobile 2024" be cancelled or postponed for whatever reason, Party A shall not be liable for damages to Party B. Party A shall reimburse all sums paid, withholding 30% of the total Rent (article 4) which will be retained as a contribution to Party A's administrative expenses.

### **30. Governing Law**

The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Italy.

**31. Disputes**

Any dispute arising from this Agreement shall be resolved in the courts of Milan, Italy.

**32. Amendments**

This Agreement may be amended or modified only by a written agreement signed by the Parties.

**33. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original even as an electronic document, and all of which together shall constitute one and the same document.

**34. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter. Any and all previous contracts underwritten, and specifically those related to the rental of locations are null, void and superseded by this Agreement.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorised representatives, have executed this Agreement as of the Effective Date.

On behalf of ALCOVA SRL

On behalf of Academy of Arts, Architecture and Design in Prague

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Full Name:

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Full Name:

Pursuant to Section 1341 of the Italian Civil Code, we hereby expressly accept the following provisions set forth above.

On behalf of Academy of Arts, Architecture and Design in Prague

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**Full Name:**

**EXHIBIT A - DATES AND TIMESCHEDULE OF ALCOVA 2024 (TBC)**

<b>APRIL 2024</b>		<b>TIMETABLE PUBLIC OPENING</b>	<b>TIMETABLE EXHIBITORS</b>
Monday 8	SET UP		8am - 8pm
Tuesday 9	SET UP		8am - 8pm
Wednesday 10	SET UP		8am - 8pm
Thursday 11	SET UP		8am - 8pm
Friday 12	SET UP		8am - 8pm
Saturday 13	SET UP		8am - 8pm
Sunday 14	PRESS PREVIEW	9am- 1pm	8.30pm - 1pm
Monday 15	SHOW	11am- 7pm	10:30am - 8pm
Tuesday 16	SHOW	11am- 7pm	10:30am - 8pm
Wednesday 17	SHOW	11am- 7pm	10:30am - 8pm
Thursday 18	SHOW	11am- 7pm	10:30am - 8pm
Friday 19	SHOW	11am- 7pm	10:30am - 8pm
Sunday 20	SHOW	11am- 7pm	10:30am - 8pm
Sunday 21	SHOW	11am- 7pm	10:30am - 8pm
Monday 22	DISMANTLING		8am - 8pm
Tuesday 23	DISMANTLING		8am - 8pm
Wednesday 24	DISMANTLING		8am - 8pm
Thursday 25	DISMANTLING		8am - 8pm
Friday 26	DISMANTLING		8am - 8pm

## **EXHIBIT B - RULES AND REGULATIONS FOR THE PARTICIPATION IN ALCOVA 2024**

By signing the Agreement, you agree to abide by the following rules and regulations which are applicable to all participants in Alcova. Please read them carefully as they are intended to make the production of Alcova as safe, straightforward and rewarding as possible for all parties involved. For the purposes herein, reference to exhibitor shall be construed as a reference also to Party B (as defined above).

**A.** The locations which host the Alcova exhibition are not conventional exhibition spaces. They are often sites of historical significance, and maximum attention must be paid at all times leave no permanent trace during setup, breakdown or day-to-day use. It is the responsibility of Party B to ensure the premises are returned to Party A in the condition in which they were received. Certain parts of the buildings may appear to be in a state of disrepair or decay, but this does not mean alterations can be made without prior written authorisation.

**B.** Attaching fixtures to ceiling, walls or floor, drilling holes or any other permanent alteration to the buildings is expressly forbidden unless authorised in writing by the organisers of Alcova.

**C.** Given the historical character of the buildings within which Alcova is located, not all spaces are suited to carrying heavy loads. If a heavy installation is planned, it is the responsibility of the exhibitor to check that the proposed load is compatible with the structural characteristics of the building and the safety requirements laid out by Italian law. Additional permits and certifications from qualified engineers may be necessary in order to comply with safety regulations and obtain permits necessary for public access.

**D.** In general, due to the historical nature of the site it is not possible to use the building as a structural support for suspended loads of any kind.

**E.** All rubbish and refuse must be sorted by material and disposed of in the collection points according to the instructions provided by Party A.

**F.** During setup and demount, Party B agrees to adhere to the days and hours of access according to the timetables set out for the completion of their installation.

**G.** The exhibitor agrees to adhere to all safety regulations and implement all the necessary protective and preventative workplace safety measures (boundaries, enclosures, signage, individual protection measures, etc.), including the use of suitable protective equipment, in order to minimise risk of injury.

**H.** The exhibitor shall provide a list of names of all the staff, contractors and other operatives who require access to the Premises during buildup and breakdown, no matter how brief.

**I.** The exhibitor agrees to familiarise themselves with the evacuation plan in case of emergency that is posted at various points within the Premises in order to identify the emergency exits prior to beginning their activity.



**J.** The exhibitor agrees to upload details of their exhibit in a timely fashion, as instructed by Party A, for the purposes of obtaining authorisation for the event from municipal authorities.

**K.** Instructions regarding vehicular access and parking, especially with regards to obstructing the emergency exists with vehicles, materials, and/or equipment however briefly, including during setup and break-down must be followed at all times.

**L.** It is forbidden to leave unattended materials and/or equipment that may constitute a risk in areas of transit and work, unless they are authorised and appropriately secured. Likewise, unattended materials and/or equipment in positions where they are precariously balanced, or, where this is absolutely necessary, to clearly indicate their presence, is an obligation.

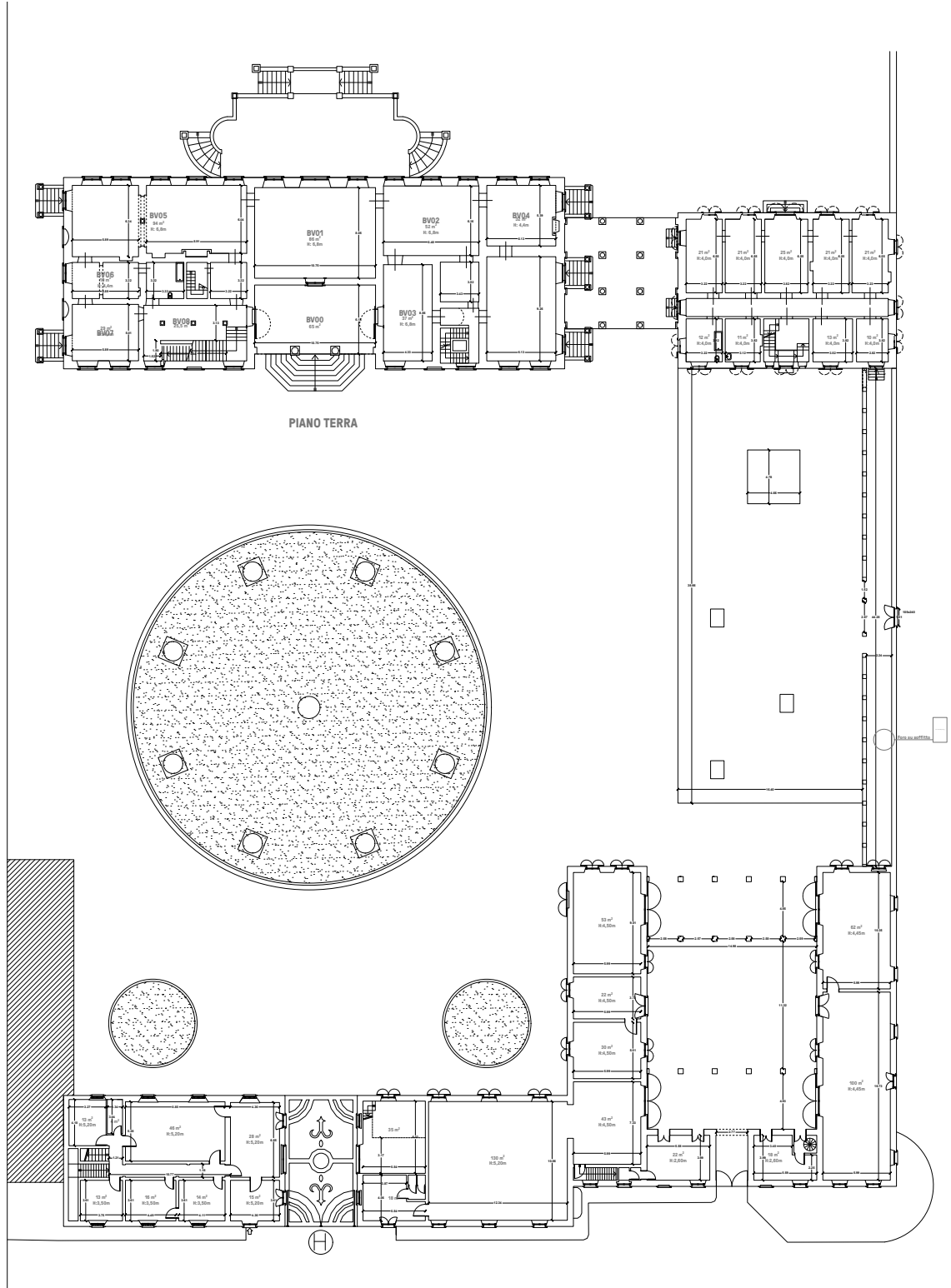
**M.** Exhibitor agrees to transport materials safely and, if necessary, with the use of carts and other aids.

**N.** Party B agrees to adhere to the site-wide smoking ban, and to pay particular attention to the risk of fire throughout the site. All electrical appliances of any kind, including wiring, extensions, lighting and power tools brought to site must be certified as safe by the manufacturer. The use of equipment that has been modified in any way, was self-assembled or may in any way pose a fire hazard is forbidden.

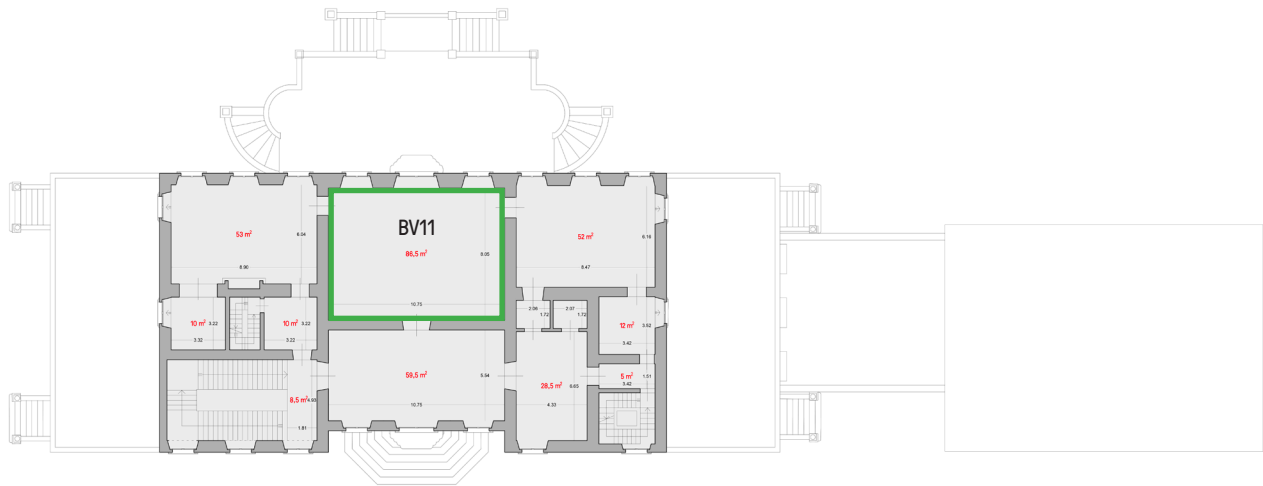
**O.** General liability insurance is mandatory for all exhibitors. This is to protect exhibitors themselves - as well as the organisers of Alcovia - from civil liability should their installation accidentally cause harm, fire, injury etc. to anyone, particularly members of the visiting public. Organising such insurance is the responsibility of each individual exhibitor, but Alcovia's production team can upon request suggest insurance brokers who are able to offer coverage at the cost and expenses of Party B.

## EXHIBIT C - MAPS OF ALCOVA 2024 \_ GENERAL MAP

### Villa Bagatti Valsecchi \_ ground floor

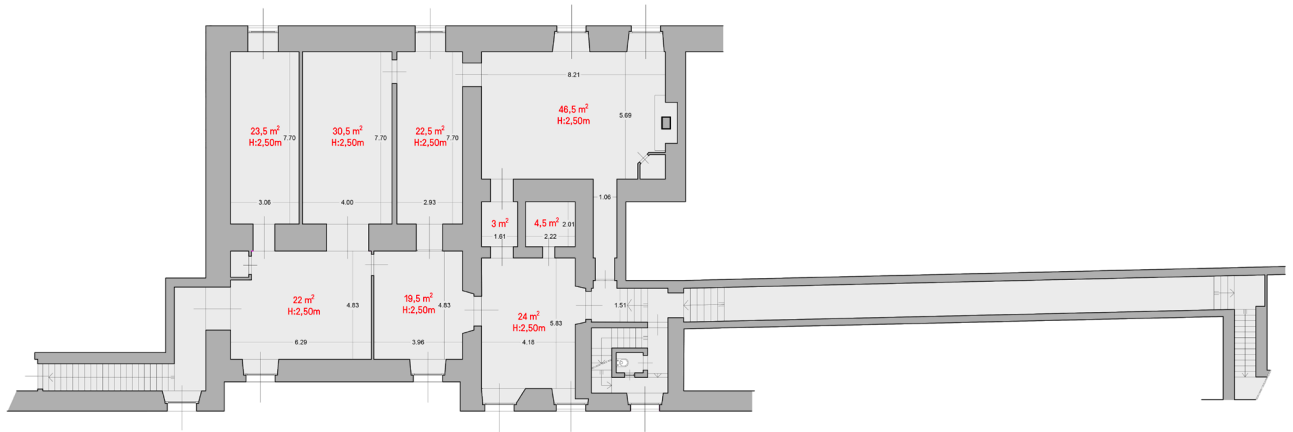


## Villa Bagatti Valsecchi \_ 1st floor



PIANO PRIMO

**Villa Bagatti Valsecchi \_ Basement**



**PIANO INTERRATO**