# commission contract

# on sale of

# prague visitor pass

## concluded pursuant to the provisions of Section 2455 of Act No. 89/2012 Coll., the Civil Code, as amended

## between

## Prague City Tourism a.s.

Registered office: Žatecká 110/2, 110 00, Prague 1

Business ID number: 07312890

Tax ID number: CZ07312890

Represented by: Mgr. František Cipro, Chairman of the Board of Directors

 Mgr. Jana Adamcová, Deputy Chairwoman of the Board of Directors

Entered in the Commercial Register maintained by the Municipal Court in Prague, section B, file 23670

hereinafter the “Principal” or the “Provider”

## and

## Groundline GmbH

Registered office: Dapontegasse 1 Top 5

Business ID number: 50559809

Tax ID number: ATU50559809

Entered in the Commercial Register maintained by the Municipal Court in Vienna, under FN201787x

Represented by: Peter Kratochwill, CEO

hereinafter the “Commission Agent” or the “Broker”

## Subject of Contract

* 1. The parties hereby agree on the conditions of bilateral cooperation as a part of the sale of the multifunctional Prague Visitor Pass (hereinafter the “**Prague Visitor Pass**”), which provides its holders with discounted entry to a number of tourist attractions in Prague and unlimited travel on Prague Integrated Transport in Prague (with the exception of PID trains).

## Subject of Commission Sale

* 1. The subject of commission sale in accordance with this contract is the brokering of sales to end customers of a unique voucher in electronic or printed form, intended for the activation of a Prague Visitor Pass (hereinafter a “**PVP Voucher**”). The graphic form of the PVP Voucher is shown in Annex No. 1 to this contract. A Prague Visitor Pass activated after purchasing a PVP Voucher entitles its holder to discounted entry to tourist attractions involved in the Prague Visitor Pass project and to free transport on Prague Integrated Transport. A customer activates a Prague Visitor Pass him/herself, in accordance with his/her current needs, either through the Prague Visitor Pass mobile app or, if interested in a physical medium, i.e., a contactless chip card, at one of the Prague Visitor Pass sale points.
	2. A PVP Voucher is issued and distributed in three categories: adult, student and child and in three time versions - for 48 hours, 72 hours and 120 hours. A Prague Visitor Pass is activated based on a purchased PVP Voucher and is non-transferable. For each tourist attraction in the Prague Visitor Pass project, it is possible to use the Prague Visitor Pass only once. A holder uses the Prague Visitor Pass to claim free entry or to obtain a discount on entry to a tourist attraction and during a ticket inspection on Prague Integrated Transport.
	3. Current information about the Prague Visitor Pass project, in particular about attractions involved in the project, is available at https://praguevisitorpass.eu/
	4. The Broker undertakes to sell PVP Vouchers to end customers in its establishment(s), in accordance with the terms and conditions agreed in this contract. When selling PVP Vouchers to end customers, the Broker undertakes to respect the General Commercial Terms and Conditions of the Prague Visitor Pass project, available at: https://praguevisitorpass.eu/Terms.
	5. The Provider undertakes to enable the Broker to access the Prague Visitor Pass sale system (hereinafter the “**PVP Sale System**”) for the entire duration of this contract, using unique login details. The Broker will realise all sales of PVP Vouchers through the PVP Sale System, as a part of which individual PVP Vouchers intended for sale to end customers are generated.
	6. During the term of this contract, the Broker can sell any number of PVP Vouchers.
	7. The contact persons in matters concerning this contract are:

For the Provider: xxx, tel.: +420 xxx, e-mail xxx

For the Broker: xxx, tel. +43 xxx, e-mail: xxx

If an extraordinary situation occurs concerning the subject of this contract (in particular of a technical character), the Broker contacts the Provider’s helpdesk on the telephone number: +420 xxx or by e-mail to: praguevisitorpass@prague.eu.

## Price of Services, Amount of Fee, Invoicing

* 1. The Broker undertakes to offer and sell the PVP Vouchers to end customers in accordance with the Provider’s current pricelist (hereinafter the “**PVP Voucher Sale Price**”). The Provider undertakes to inform the Broker in advance of any changes to the PVP Voucher Sale Price, where an e-mail is regarded as being sufficient for the purposes of this provision.
	2. The PVP Voucher Sale Price includes VAT in the statutory amount.
	3. After the end of each calendar month, the Provider generates a summary in the PVP Sale System of PVP Vouchers sold by the Broker in the relevant month. This summary of sales of PVP Vouchers for the relevant calendar month is the basis for invoicing in accordance with this contract, in accordance with Art. 3.4 of this contract.
	4. After the end of each calendar month, the Provider will issue and send the Broker a tax document (invoice) payable within 14 days of delivery to the Broker. An invoice will be issued for an amount corresponding to the sale price of PVP Vouchers sold in the relevant billing period reduced by xxx. This difference totalling xxx of the PVP Voucher Sale Price for vouchers sold in the relevant billing period is the fee for the Provider/Commission Agent.
	5. The parties agree that the Provider is entitled to a contractual penalty totalling 0.5% of the outstanding amount for each day of delay by the Broker paying an invoice properly issued by the Provider in accordance with this contract. Paying a contractual penalty does not release the Broker from the duty to pay the relevant invoiced amount and to compensate for any damage caused to the Broker. A contractual penalty is payable based on a written call of the Provider for its payment, where an e-mail is regarded as being sufficient for the purposes of this paragraph.

## Term of the Contract

* 1. This contract is concluded for a definite term until 31 December 2023. If neither of the parties notify the other party in writing of their interest in the termination of this contract no later than three months before the expiry of the agreed effective term of this contract, the contract is extended for one year, and the contract may be extended this way repeatedly.
	2. It is possible to withdraw from this contract in the case of a material breach of this contract, in a written notification delivered to the other party. The legal effects occur at the moment of delivery of the written notification to the other party. A repeat breach of this contract is also regarded as a material breach of this contract.

## Declarations of the Parties

* 1. The parties undertake not to damage the good name of the Provider and Broker. The Broker also undertakes not to damage through any actions or declarations the good name of the Provider’s founder, the City of Prague (including Prague City Hall). This duty of the Broker continues to apply after the termination of this contract.
	2. The Broker declares that it agrees that all information and documents of which it learns or that it obtains when performing this contract or in connection herewith are strictly confidential (hereinafter “Confidential Information”) and the Broker undertakes to maintain confidentiality about all Confidential Information and not disclose it to any third party or make use of it in its favour or in favour of any third party.

## Joint and Final Provisions

* 1. This contract comes into force on the day of its signature and into effect on the day of its publication in the register of contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Some Contracts, the Publication of Such Contracts and on the Register of Contracts (the Act on the Register of Contracts), as amended, which will be arranged by the Provider. The parties agree to the publication of this contract in the register of contracts.
	2. The parties are aware that the rights and duties under this contract are transferred to their legal successors in the event of their dissolution.
	3. This contract, as well as the rights and duties arising based hereon or in connection herewith, are governed by the legal order of the Czech Republic, in particular the Civil Code, as amended.
	4. This contract is prepared in two equally authoritative counterparts, of which each party will receive one counterpart. This contract can be changed or modified only by written amendments signed by both parties.
	5. Annex No. 1 – Graphic Form of PVP Voucher is an integral part of this contract.
	6. The parties agree that they will first attempt to resolve any disputes arising based on or in connection with this contract by amicable agreement, otherwise the courts of the Czech Republic have jurisdiction.
	7. The parties have read the contract in full, consent to its content and, in witness thereof, they append their signatures.

In Prague, on: 23.2.2024

For the Provider/Principal:

Signature: Signature:

Name: Mgr. František Cipro Name: Mgr. Jana Adamcová

Position: Chairman of the Board of Directors Position: Deputy Chairwoman of the Board of

 Prague City Tourism a.s. Directors, Prague City Tourism a.s.

In Vienna, on: 26.2.2024

For the Broker/Commission Agent:

Signature:
Name: Peter Kratochwill
Position: CEO

Annex No. 1 Graphic Form of PVP Voucher (English version)

