



MICHELIN CULINARY AUDIT AGREEMENT

BETWEEN

MANUFACTURE FRANCAISE DES PNEUMATIQUES MICHELIN

a company registered with the Trade and Companies Register of Clermont-Ferrand under number 855 200 507, and whose main place of business is located 23, Place des Carmes Déchaux, 63000 Clermont-Ferrand, FRANCE, represented by Gwendal POULLENNEC, duly authorized for the purposes hereof

Hereinafter **“Michelin”**,
on the one hand,

AND

Ministry of Regional Development CZ

Ministerstvo pro místní rozvoj ČR
Staroměstské náměstí 6, 110 15 Praha 1,

represented by Silvia Doušová (Director of the Department of Tourism), duly authorized for the purposes hereof

Hereinafter the **“Client”**,
on the other hand,

Together the **“Parties”** or individually a **“Party”**.

RECITALS

The Michelin group is a worldwide leading tyre manufacturing group and a recognised global mobility player, whose purpose is to offer everyone a better way forward.

Thus, Michelin group companies design, develop, publish, and market all around the world a wide range of mobility, travel and gastronomic products and services.

Among these products and services, the MICHELIN Guide is a renowned international gastronomic selection which recognizes the most outstanding restaurants in the world by awarding them distinctions (MICHELIN Guide Red and Green Stars, Bib Gourmand...).

MICHELIN Guides are available by country and / or city (e.g. MICHELIN Guide France, MICHELIN Guide Italy, MICHELIN Guide New York etc.) and are published in different forms (books, websites and mobile applications). The MICHELIN Guide selection also extends beyond gastronomy to include travel/destination, hotels, and other recommendations. The MICHELIN Guide is also present on major social networks.

Michelin is a wholly owned subsidiary of the Michelin Group, marketing the Michelin Group offers on its geographical scope.



The Client wishes to obtain an independent study on the gastronomic potential of the Territory. The Client entrusts Michelin to use its unique and independent methodology to evaluate the gastronomic potential of a Territory and provide the requested study.

After negotiation, the Parties have agreed to be bound by the terms of this agreement which is made up of this document, its appendices, and the documents to which it refers (hereinafter the “**Agreement**”).

1) Scope

This Agreement constitutes the entire agreement between the Parties regarding the execution by Michelin of a study on the gastronomic potential of the Territory (hereinafter the “**Gastronomic Potential Study**”) and the delivery of the related reports (hereinafter the “**Reports**”). Any and all other documents and general terms and conditions issued by the Client shall be expressly excluded.

The **Gastronomic Potential Study** shall cover the following scope: Czech Republic (excluding Prague) (hereinafter the “**Territory**”). Should the Client wish to extend the **Gastronomic Potential Study**, then the Parties shall agree, in writing, by signing an amendment to this Agreement.

2) Obligation of the parties

❖ **General obligations**

Each Party will use its best efforts to take all actions and to do all things necessary, proper, or advisable to consummate, make effective, and comply with all of the terms of this Agreement.

Each Party agrees to take no action which is intended, or would reasonably be expected, to harm the other Party or its or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other Party.

The Parties acknowledge that this Agreement does not create any commitment of Michelin to publish, whether in printed form or in digital format, a MICHELIN Guide dedicated to the Territory, or any other type of content.

❖ **Obligation of Michelin**

Michelin shall design, produce, and deliver two Reports



Michelin is committed to providing the services described in this Agreement diligently and according to the rules of art, it being specified that weighs on Michelin an obligation of means, to the exclusion of any obligation of result, which the Client expressly acknowledges and accepts.

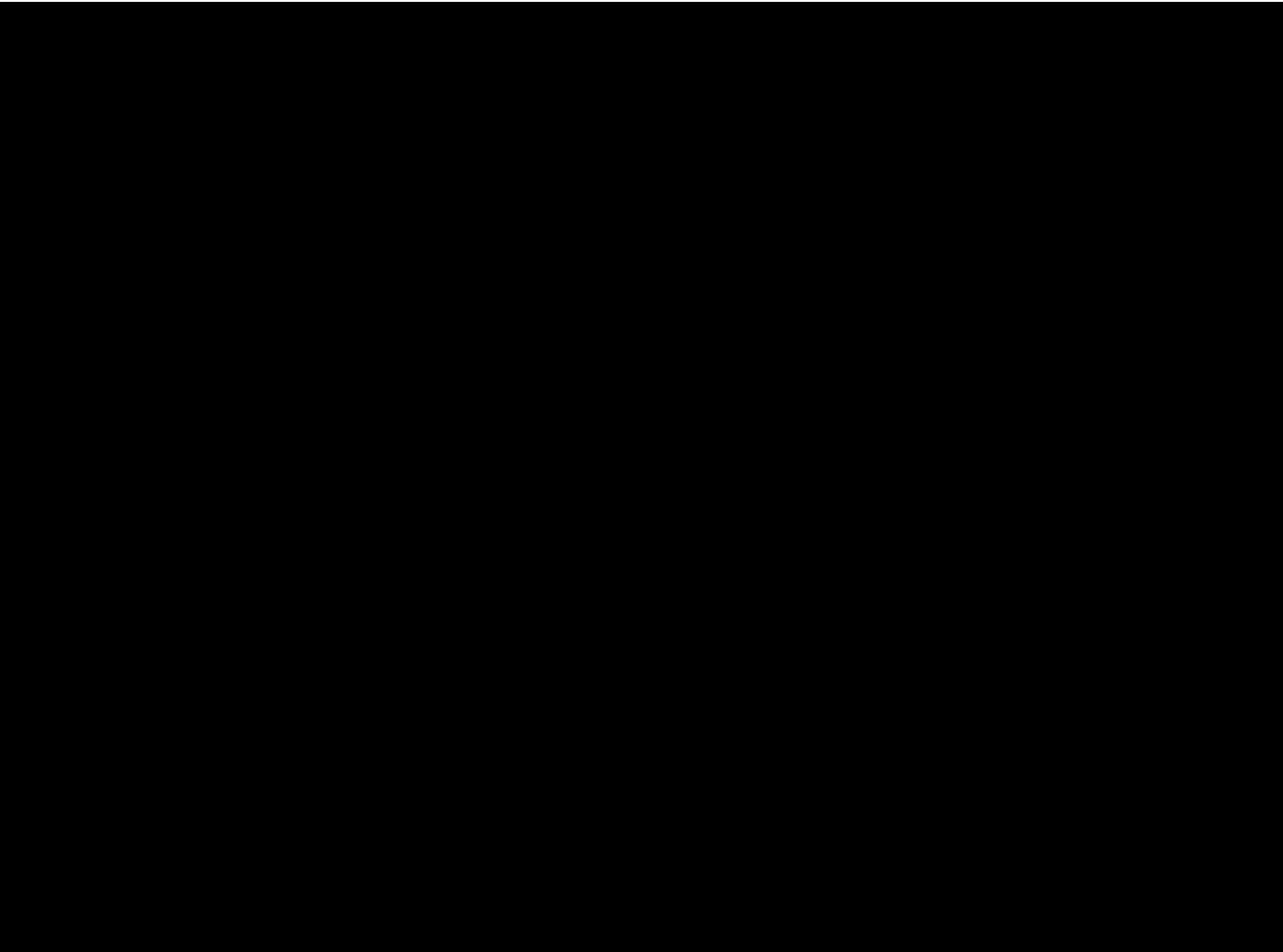
❖ **Obligations of the Client**

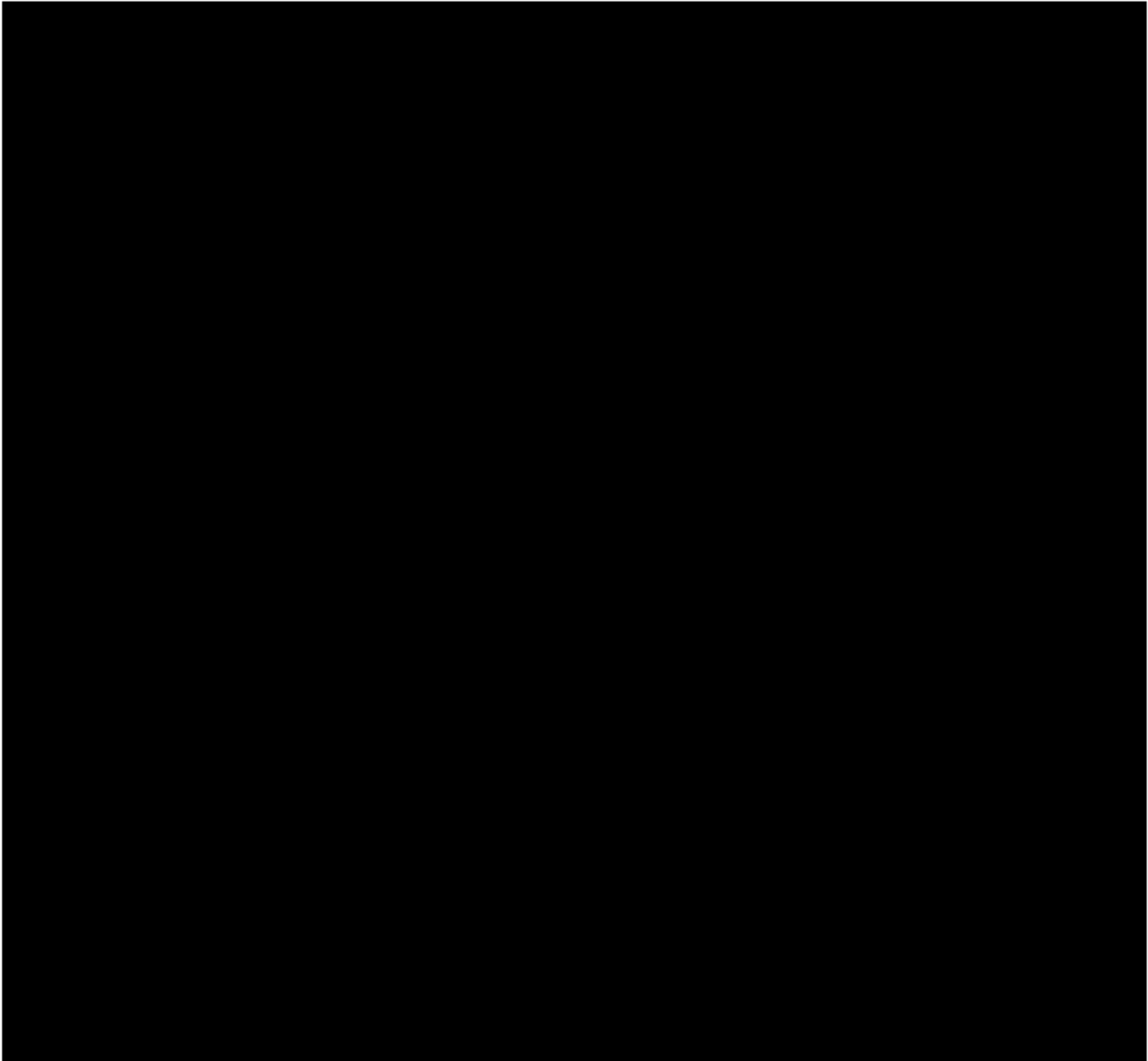
The Client shall provide the necessary assistance to Michelin to enable the performance of the services.

The Client may provide its own list of restaurants. However, the Client recognizes that Michelin remains totally independent in the choice of the short-listed restaurant described in Phase 2, responsible for conducting surveys and inspection, and independently select establishments according to its own editorial criteria.

The Report and any content thereof shall only be used by the Client for its internal and personal usage only.

A dedicated and adapted secondary report, which will be labelled as the "Initial Non-Confidential Report," free of Michelin branding elements, including the number of restaurants shortlisted and tested during the Culinary [REDACTED] will be sent to the Client at its request. Michelin grants Client a non-exclusive, unlimited usage rights relating to the Initial Non-Confidential Report, which include without limitation, the right to use and reproduce the Initial Non-Confidential Report.





The Client agrees to pay the price hereafter defined.

3) Term

The Agreement shall take effect on its date of signature and shall expire on the date the both Reports (confidential and non-confidential) are delivered and confirmed as completed by **Ministry of Regional Development CZ** (Department of tourism) as defined hereunder.

Depending on the result of the **Gastronomic Potential Study**, the Parties will discuss and define the potential next steps of their agreement.

4) Financial conditions

Price. The total price for the execution of the **Gastronomic Potential Study** and the provision of the Report is one hundred and fifty euros (150 000 €) excluding VAT. French VAT rate is 20%, thereby thirty thousand Euros (30 000 €) and therefore a total price of one hundred eighty thousand Euros (180 000 €) included VAT. All prices are stated in Euros, included VAT and any other taxes due under applicable laws and regulations, and includes the cost of travel, and expenditure of Michelin dedicated team.

In the event of an increase in the country Consumer Price Index (CPI) where the Territory is located by 10% or more within any 12-month period during the term of this Agreement, Michelin shall propose a price review to the Client, and the Parties shall negotiate in good faith a suitable increase in the price set out above. In case the Agreement covers several countries, each country will be considered separately et individually.

Invoicing. Michelin shall invoice the total price for the execution of the services after delivering the final confidential and non-confidential reports. Client payment is expected after the final confidential and non-confidential reports are delivered and confirmed as completed by **Ministry of Regional Development CZ** (Department of tourism) based on the skeletons outlined under the section Obligations of the Client.

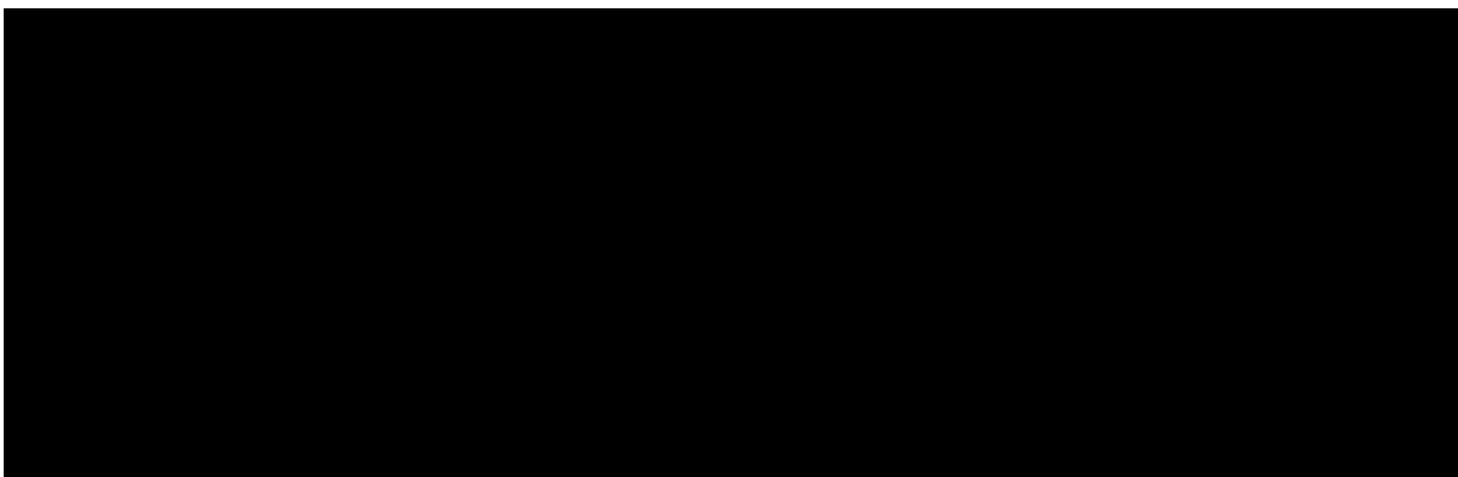
Michelin is committed to providing the services described in this Agreement Contract diligently and according to the rules of art, it being specified that weighs on Michelin an obligation of means, to the exclusion of any obligation of result, which the Customer expressly acknowledges and accepts.

Payment. Invoices are payable within forty five (45) business days of the invoice date by bank transfer to Michelin's account. The relevant bank account details will be specified in the invoice. Default or partial settlement of invoices by the due date will produce interest at the rate of three (3) times the rate of legal interest. In addition, in accordance with Article D.441-5 of the French Commercial Code, the lump sum compensation for recovery costs is set at € 40. If the recovery costs incurred are higher, Michelin may ask for additional compensation subject to provision of supporting documentation.

Taxes. The Client shall bear any value added taxes if applicable and any other applicable taxes and/or duties related to the services rendered and the delivered products, including as the case may arise withholding taxes at the rate prevailing at the date of the invoice.

5) Report and schedule

Following the performance of the Gastronomic Potential Study, Michelin shall deliver and present a Confidential Report detailing the following topics:



The Report shall be presented to the Client by Michelin during a meeting review organized between the Parties.

For the avoidance of doubt, the Client acknowledges that (i) no inspector shall attend this final presentation in person and (ii) no feedback related to a specific restaurant will be disclosed (iii) that all regions will be considered when building the [REDACTED] or the Audit, but it is not guaranteed that every region will have a restaurant included [REDACTED]

The Confidential report shall be drafted and presented in the English language and remitted to the Client in a written and printed media. The non-confidential report shall be drafted in the English language and remitted to the Client in an electronic version.

Tentative schedule (depending especially on the international Covid-19 sanitary crisis and contracting delays)

6) Intellectual property

Unless otherwise stated, neither Party grant nor assign intellectual property rights to the other Party within the framework of this Agreement. Any reproduction and/or representation by a Party of any protected item belonging to the other Party, without prior authorization of the latest, is strictly prohibited.

In particular and notwithstanding any stipulation to the contrary, Michelin does not grant the Client any right on the use of Michelin's trademarks, house style guide, logos or other distinctive signs. The Client is strictly prohibited from reproducing and/or displaying these elements in any form and by any means whatsoever without Michelin's prior consent.

The Report, any content thereof and any other deliverable delivered by Michelin shall only be used by the Client for its internal and personal usage.

7) Liability

NEITHER PARTY MAY BE HELD LIABLE FOR ANY INDIRECT DAMAGE WHATSOEVER, INCLUDING, BUT WITHOUT LIMITATION, ANY LOSS OF PROFIT OR TURNOVER, LOSS OR IMPAIRMENT OF DATA, COSTS RELATED TO ADDITIONAL INSURANCE OR REPLACEMENT GOODS OR SERVICES. MICHELIN'S TOTAL LIABILITY IN AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY THE CLIENT UNDER THE AGREEMENT (OR IN CASE OF A MULTIYEAR AGREEMENT THE TOTAL AMOUNT PAID OR PAYABLE BY THE CLIENT UNDER THE AGREEMENT FOR THE YEAR AFFECTED BY THE EVENT GIVING RISE TO THE LIABILITY). THE LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE APPLY TO ANY TYPE OF LOSS, HOWSOEVER CAUSED, AND SHALL SURVIVE THE EXPIRY OR TERMINATION OF THE AGREEMENT. THE LIMITATIONS OF LIABILITY DO NOT APPLY IN THE EVENT OF (I)) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT;

(II) DEATH OR BODILY INJURY OR (III) BREACHES OF THE LIMITS APPLICABLE TO THE AUTHORIZATIONS GRANTED BY MICHELIN TO THE CLIENT ON THE MICHELIN GUIDE ASSETS. THE LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE SHALL ALSO APPLY TO ANY CORPORATE OFFICER, MANAGER, EMPLOYEE, AGENT OR SUPPLIER OF THE PARTIES. COMPENSATION REQUESTS MUST BE SUBMITTED TO MICHELIN WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM.

8) Confidentiality

The Parties acknowledge that confidentiality is of the essence of this Agreement.

Within the context of this Agreement, either Party (each a “Discloser”) may disclose confidential information (the “**Confidential Information**”) to the other Party (the “**Recipient**”). The following are considered Confidential Information: (i) information that the Discloser designates as being confidential to the Recipient, (ii) information that under the circumstances surrounding disclosure should be treated as confidential by the Recipient, or (iii) information that by reason of its nature should be reasonably treated as confidential by the Recipient. Confidential Information includes, without limitation, documents, data, know-how, marketing, commercial and communication strategies and policies, financial information, hardware and software, provided by the Discloser by any means whatsoever (written, oral, electronic form or any other form) or to which the Recipient accesses in the framework of its collaboration with the Discloser.

The Recipient shall (i) keep strictly confidential all Confidential Information, and any authorized copies of such, applying at least the same degree of care as the Recipient applies to the protection of its own confidential information, but in no event less than a reasonable degree of care; and (ii) use the Confidential Information solely for the purpose of the performance of the Agreement.

For the avoidance of doubt, the Parties agree that the fact that Michelin proceed to a **Gastronomic Potential Study** as well as the Confidential Report to be issued by Michelin shall both constitute Confidential Information. Consequently, the Client agrees that it shall keep them confidential at all times and shall not publish or otherwise disclose the Report or any part of its contents to any third party except for:

the “Non-Confidential Report” to which Michelin grants Client a non-exclusive, unlimited usage rights.

The Recipient is authorized to disclose the Disclosing Party’s Confidential Information to its Affiliates, to its own employees and, as the case may be, to its providers and subcontractors (i) having a legitimate need to know for the purpose of this Agreement and (ii) bound by a confidentiality obligation no less protective of the Discloser than the Agreement.

The obligations set forth in this article “Confidentiality” shall not apply, to the extent it is demonstrated by the Recipient, through documentary evidence, that the information at issue is or was:

- publicly available at the time of disclosure or becomes publicly available after disclosure through no act or omission of the Recipient;
- already legally in the possession of the Recipient prior to receipt of the Confidential Information of the Discloser, provided, however, that said information was not obtained by the Recipient, directly or indirectly, in violation of an obligation of confidentiality;
- disclosed to the Recipient by a third party who has not violated any obligation of confidentiality;
- independently developed by or for the Recipient, without access to or use of Confidential Information; or
- required to be disclosed by law, court order or other lawful government action, but only to the extent so ordered or compelled by law, and provided the Recipient shall immediately notify the Discloser and shall limit the scope of such disclosure to the extent possible and shall preserve as much as possible the confidentiality of such disclosures, including cooperating with the Discloser in its efforts to do the same.



The Recipient shall promptly inform the Discloser of any unauthorized possession, use, access or knowledge, or attempt thereof, of Confidential Information by any person not authorized, of which it becomes aware.

The period during which the Parties shall keep confidential the Confidential Information will continue notwithstanding any termination of this Agreement for a period of five (5) years from the date of disclosure of said Confidential Information.

From and after the date of expiry or termination of this Agreement, all Confidential Information (other than information the Recipient is required to retain for administrative or evidentiary purposes), whether originals or copies, provided by the Discloser to the Recipient, shall be returned to or destroyed in accordance with the instructions of the Discloser and erased from any computer memory, provided that this is technically feasible, within the timeframe agreed by the Parties, or failing such agreement, within ten (10) days from the Discloser's formal request.

9) Privacy

Michelin, as data controller, implements personal data processing of Client's employees which purpose is to perform the Agreement. These processing are based on the execution of a contract and, as the case may be, the legitimate interest of the data controller to defend its interest in legal proceedings, as well as to comply with relevant regulations. The processed data are essential for these processing and are used by Michelin's relevant departments and, where applicable, its subcontractors. They may in certain cases be transferred outside the European Union. In order to provide adequate safeguards for the protection of such data, a cross border flow agreement incorporating the standard clauses of the European Commission has been signed between Michelin and its subcontractors. Transfers within the Michelin Group can also take place and are framed by the Group's Binding Corporate Rules which have been validated by the CNIL (available on michelin.com). The data retention period is strictly limited to what is necessary to fulfill the purposes of the processing, plus relevant legal limitation periods. In accordance with the General Data Protection Regulation and related local regulations, the Client undertakes to inform the data subjects about these data processing and about their rights to access and obtain copy of their data, to object the processing of data for legitimate reasons, to have them rectified or deleted, to restrict the processing of their data, their right to the portability of their data in the cases defined by the applicable regulations and their right to define the fate of their data after their death. To exercise one of these rights please contact the service privacy at the following address privacy.tp@michelin.com. If your request is unsatisfied, you can also file a complaint with the CNIL on its website www.cnil.fr or with your local control authority.

10) Termination

In the event of failure by one of the Parties to perform its obligations hereof not repaired within 30 days following the notification of such breach by registered letter, return receipt requested, the non-breaching party may terminate, at its discretion, the Agreement without prejudice to any damages or interest, which may be claimed by the non-breaching party under this Agreement.

11) Anti-bribery

The Parties state and agree that they have not, and will not, in the course of conducting business under this Agreement:

- (a) violate any applicable anti-bribery policies and anti-bribery laws; or
- (b) offer, promise, give or agree to receive or accept any unlawful bribe, rebate, pay-off, influence payment, kickback, or other unlawful payment (including facilitation payments).

If a Party or any of its Affiliates, group companies, sub-contractors, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an



offence under the anti-bribery laws, the other Party shall have the right unilaterally to immediately suspend the services and/or payment or terminate this Agreement or to take other appropriate action in accordance with the terms of this Agreement.

Each Party warrants and represents that it has not and will not, at any time or during the term of this Agreement, offer, promise, render or agree to give any illegal bribery, kick-back, benefits, mediation fee, commission or any other illegal fees (including mediation fee in small amount), including any improper money or any form of benefit or advantage, gift or entertainment to the other Party's staff. If a Party fails to fulfill above undertaking, the other Party shall have the right to terminate this Agreement forthwith in writing without liability to the defaulting Party and to claim against the defaulting Party for any direct loss or damage arising thereof. Each Party shall report to the other Party any solicitation or extortion of bribery or other such actions from any staff of the other Party and assist the other Party in its investigation or prosecution of such conduct.

12) Export control

In addition, the Client shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America. The Client shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions.

The Client certifies that, as of the date hereof, neither the Client, nor any of the Client's group companies, nor any of their respective directors or officers is a Restricted Person. Client shall immediately notify Michelin if any of the abovementioned Client, Client Group Companies, directors or officers becomes a Restricted person. Restricted Person shall mean any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions.

13) Indemnification

Michelin warrants that it holds all of the necessary rights, and in particular intellectual property and/or license rights over the Products and services provided under this Agreement. In the event of an action or allegation made against the Client by a third party on the grounds of infringement, by the Products or services, of an intellectual property right belonging to the said third party, Michelin, assisted by the Client, shall defend the case against the third party's claim, provided that (i) the Client notifies Michelin of the allegation or action by the third party within 15 days after this comes to its notice; (ii) the Client allows Michelin to be in sole charge of managing the defense and any negotiations conducted with a view to reaching a possible settlement with the third party, (iii) the Client joins Michelin to the action without delay in the event of legal proceedings, and (iv) the infringement of intellectual property rights is not due to the Client's failure to comply with the obligations arising from this Agreement. If the infringement of a third party's rights by Michelin's Products or services is proven and recognized by a court decision handed down as res judicata or by a settlement agreed by Michelin, Michelin shall compensate the Client for any damages awarded against the latter by a final court decision and based solely on the demonstration of such an infringement.

The Client agrees to indemnify, defend and hold harmless Michelin and to keep Michelin indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including reasonable legal and other professional advisers' fees and disbursements) which are made or brought against or incurred by Michelin arising directly from any infringement of any third party right (including but not limited to intellectual property rights) where such infringement arises out of the use, in accordance with the terms of this Agreement, of any distinctive signs or content provided by the Client.

14) Reporting and verification process

Michelin will provide to the Client the reporting information and documents agreed between the Parties.

Once the services are provided by Michelin, the Client will control that they are compliant with the terms and conditions of the Agreement. If the Client considers that all or part of the services provided are not compliant with the terms and conditions of the Agreement, the Client will notify Michelin of this non-compliance situation. Such notification will (i) identify the services considered as non-compliant, as well as the compliance gap and (ii) be made within a month from the date Michelin has notified the Client of the provision of the services (or if no notification was made by Michelin, from the date of provision of the products and/or services itself). If no notification is made to Michelin within the aforementioned time limit, the services shall be considered as compliant with the terms and conditions of the Agreement.

15) Defense

Each Party undertakes to immediately inform the other Party if it becomes aware of an act that may constitute an infringement of its rights or could be non-compliant with the terms and conditions of the Agreement. Each Party undertakes to provide support the other in any legal proceeding that may be taken to enforce its rights. Each Party shall allow the other Party to defend itself and to collect any damages that may be awarded provided that such Party bears its own defense costs.

16) Insurance

Michelin warrants that it is insured against all the financial consequences of its professional civil and operational liability incurred as a result of any physical, material or consequential damage caused to the Client and/or to any third Party in connection with the Agreement. These insurance policies shall be maintained for the term of the Agreement and for one year after its expiry, and shall be taken out with an insurance company known to be solvent. Michelin undertakes to provide an annual certificate issued by said company stating the sums guaranteed, upon the first request of the Client.

17) Miscellaneous

APPENDICES. In the event of any conflict between this Agreement and its Appendices, the provisions of this Agreement shall prevail.

DEADLINES. The lead times and delivery dates are for information only and are not binding. Michelin will not be held responsible of any delay directly or indirectly caused by the Client.

COMPLIANCE WITH THE LAW. The parties warrant that they will comply with the regulations in force applicable to the performance of the Agreement, included where relevant the General Data Protection Regulation.

ASSIGNMENT. Michelin may assign this Agreement to any Affiliates (meaning any existing or future legal entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with one of a Party; the notion of control shall consist in the power to direct the management and policies of the legal entity whether through the ownership of a fraction of the share capital or by contract or otherwise and shall be deemed to exist upon the ownership of 50% or more of the share capital or voting rights of such entity). Subject to the foregoing, neither Party may assign this Agreement or its rights or obligations arising therefrom.



NOTICES. All notices given under the Agreement must be given by registered post with acknowledgment of receipt to the address of the party stated on the first page of the Agreement.

ARM'S LENGTH AGREEMENT. The parties warrant that they are and shall remain independent commercial and business partners throughout the term of the Agreement, with each party assuming the risks of its own operations. Nothing in the Agreement shall be construed as appointing the Client as a representative, agent or attorney of Michelin, for any purpose whatsoever.

SUB-CONTRACTING. Michelin may sub-contract all or part of its services under the Agreement, but shall remain solely liable for performance of the sub-contracted obligations.

FORCE MAJEURE. Neither party shall be held liable for delays, non-performance of its obligations or damage caused by a force majeure event, provided the party asserting the force majeure event notifies the other party of its existence within ten (10) days of the said event. It is expressly agreed that the following events shall be treated as force majeure events: pandemics, fires, explosions, lightning or power failures, strikes or labour disputes, water damage, wars, public disorder, terrorist acts, actions by civil or military authorities and damage arising from the operation or availability of a third party's communication services or networks.

SURVIVAL. Upon termination or expiry of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination or expiry. It is especially, but not limited to, the case for the following articles of this Agreement: "Liability", "Confidentiality" and "Miscellaneous".

CONCILIATION. In the event of any dispute, controversy or difference between the Parties arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement (the "Dispute"), the representatives of the Parties shall, within five (5) business days of service of a written notice from either Party to the other Parties hold a meeting (the "Dispute Meeting") in an effort to resolve the Dispute in good faith. If, however, the representatives mentioned above, as applicable, don't reach an amicable settlement within five (5) working days after the Dispute Meeting (or such additional time as they may agree on) or if the emergency justifies not to hold a Dispute Meeting, the matter may be referred to the courts having jurisdiction.

18) Applicable law and jurisdiction

THE AGREEMENT IS GOVERNED BY FRENCH LAW. THE COURTS OF PARIS SHALL HAVE JURISDICTION TO HEAR ANY KIND OF DISPUTE THAT MAY ARISE IN CONNECTION WITH THE INTERPRETATION, PERFORMANCE AND/OR TERMINATION OF THE AGREEMENT.

19) Electronic signature

The Parties may sign this Agreement by electronic signature where and to the extent recognized by applicable law. An electronic signature of this Agreement made through the means of Electronic Transmission as defined hereinafter shall be as legally binding as a physical signature. "Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.



MICHELIN	THE CLIENT
<p>Name: Gwendal Poullennec Position: Michelin Experiences Director Date : _____</p>	<p>Name: Silvia Doušová, _____ Position: Director of the Department of Tourism _____ Date : _____</p>

