**Partnership Agreement**

By and between:

**Prague City Tourism a.s.**, with a registered office at

Žatecká 110/2, 110 00 Praha 1, Czech Republic, company identification number 07312890,

represented by Mgr. František Cipro, in his capacity as Chairman of the Board, and Mgr. Jana Adamcová, in her capacity as Deputy Chairwoman of the Board, duly empowered for such purpose, hereinafter referred to as “**PCT**”.

AND

**City Cards Italia S.a.s.**, a limited liability company, with registered office at Piazza della Repubblica, 32 – 20132 Milano, registered with the Camera di Commercio di Milano Companies Registration Office under unique registration and company identification number MI 2041818, herein represented by Ms Gloria Ganeo, in their capacity as Legal Representative, duly empowered for such purpose, hereinafter referred to as **‘Partner’**;

hereinafter jointly referred to as ‘**Parties**’ and individually as ‘**Party**’.

Whereas:

1. Among other activities, **PCT** operates in the travel and tourism industry.
2. **PCT** wishes to work with partners in the tourism sector (hotels, tour operators, small travel and tourism agencies, online reservation operators and tour offices) to advertise the services it provides.
3. The **Partner** is a tourism association that aims at enhancing local activity and promoting **PCT’s** tourism services and to increase the sales thereof.
4. The **Partner** wishes to offer its customers better conditions when purchasing the tourism services provided by **PCT**;
5. **PCT** provides the following services:
6. Prague Visitor Pass, the official city card of Prague.

This agreement (hereinafter referred to as ‘**Agreement**’), which is governed by the following clauses, of which the above recitals are an integral part, is hereby entered into as follows:

1. **Subject matter of the Agreement**

The purpose of this **Agreement** is to establish conditions for the sale of services provided by **PCT** to the **Partner**’s customers,in accordance with the terms and conditions set forth herein.

1. **Obligations of PCT**
   1. **PCT** reserves the right to review the prices and itineraries of the tours and services at any time, as provided for in Clause 8 of this **Agreement**.
   2. **PCT** also reserves the right to change the dates of the tours.
   3. **PCT** must fully comply with the programmes purchased by the **Partner**’s customers in respect of transport, the availability of guides and the meals included.
   4. **PCT** ensures that a guest can cancel a voucher if it has not been activated. Refunds can be processed via the email address: [praguevisitorpass@prague.eu](mailto:praguevisitorpass@prague.eu)
2. **Obligations of the Partner**
   1. The **Partner** is hereby authorised to use **PCT’s** logos and the photos and pictures used by the latter in its marketing materials - only with regard to the sales of PCT‘s products and services through the Partner.
   2. The **Partner** undertakes to disclose **PCT’s** products/services on its website, using, among other things, the link to the **PCT’s** website, and making brochures and pamphlets provided in advance by **PCT** available for consultation by and distribution to its customers.
   3. The **Partner** undertakes to pay to **PCT** the amount of the services paid by customers within the stipulated time frame and to comply with the **PCT’s** cancellation policy in force. The **Partner** shall be liable for payment of the tour in the event of a no-show.
3. **Content of the Agreement**
   1. The **Partner** is hereby authorised to sell the services provided by **PCT** at the prevailing prices, under the following arrangement:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Adult (15-99) | Student (15-25 with ID) | Children (6-14) |
| 48 hours | xx € | xx € | xx € |
| 72 hours | xxx € | xx € | xx € |
| 120 hours | xxx € | xxx € | xx € |

1. **Payment Terms**
   1. The customer shall pay the amount due for the services provided by **PCT** directly to the **Partner**.
   2. The **Partner** shall pay **PCT** the prevailing prices for the services provided by **PCT** in the previous month within 30 days from the respective invoice date.
   3. Bank details:

* CGD Account Number:
* Bank Account Number: PPF banka, a.s., account number: 2030690005/6000
* IBAN: CZ76 6000 0000 0020 3069 0005
* SWIFT CODE: PMBPCZPP

1. **Confidentiality**

During the term of this **Agreement** and even after it has been terminated, both **Parties** undertake to keep confidential all documents, data and information they are privy to under this **Agreement** and that related to the organisation, activity or business, prices, services provided and any other business information related to each **Party**.

1. **Data Protection**
   1. The **Parties** may process third-party data exclusively within the scope of this partnership agreement, doing so in strict compliance with national and Community data protection laws. As Data Controllers, both Parties must comply with the duty of confidentiality and secrecy with respect to the personal data they process.
   2. Pursuant to this clause, all personal data transmitted in writing to **PCT** by the **Partner** shall be regarded as confidential.
   3. The **Parties** shall refrain from reproducing, in any way, the personal data to which they have access, besides that which is strictly necessary for performance of this partnership agreement.
   4. Once the service has been provided and this partnership agreement terminated, the **Parties** shall remain bound by the duty of confidentiality and secrecy with respect to the personal data to which they had access or were privy.
   5. Should one of the **Parties** be notified by a judicial, administrative, regulatory or similar body to disclose personal data processed, the notified **Party** shall immediately inform the other of the terms of such request.
   6. The **Parties** shall store the data only for the period required to fulfil the purposes of this partnership agreement and to fulfil their legal obligations.
2. **Term**
   1. This **Agreement** shall come into effect on the day immediately following the signature thereof and shall be valid for 1 (one) year, automatically renewable for periods of 1 (one) year, unless it is terminated by either **Party** at least 15 (fifteen) days before the renewal date.
   2. Termination of the **Agreement** by either **Party** shall not release any **Party** from their liability for payment of any amounts due between them.
3. **Termination**

Either **Party** may terminate this **Agreement** in the event of default by the other Party. Notice of termination must be made in writing, and duly reasoned, sent by signed-for registered post no less than 30 (thirty) days in advance.

1. **Amendments to the Agreement**
   1. Any amendment, rectification, or addendum to this **Agreement**, with the exception of tour prices and itineraries, may only be made by means of a written agreement signed by both **Parties**.
   2. Amendments, rectifications, and addenda shall enter into force on the first day of the month immediately following that in which notice is given.
2. **Notices and Communication**
   1. All notices and communications under this **Agreement** shall be deemed to have been validly given when sent to the addresses indicated for each **Party** in the preamble of this **Agreement**.
   2. The corresponding **Party** must be notified in writing, by signed-for registered post, of any changes to the address of either **Party**.
3. **Jurisdiction**

Both **Parties** agree that **PCT** shall have exclusive jurisdiction to settle any disputes arising from the interpretation, performance or termination of this **Agreement**.

In Prague, 18.6.2024

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| **On behalf of PCT:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mgr. František Cipro | **On behalf of the Partner:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Ms Gloria Ganeo |
| **On behalf of PCT:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mgr. Jana Adamcová | |