# cooperation agreement on sale of

# prague visitor pass

concluded pursuant to Section 1746(2) 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 referred to as “PCT”

## and

TOLLESON s.r.o.

Registered office: U Sluncové 664/1A, Karlín, 186 00 Praha

Business ID number: 27379663

Tax ID number: CZ27379663

Entered in the Commercial Register maintained by the Municipal Court in Prague, section C, file C 132901/MSPH

Represented by: Ivana Paliska, Company director

Bank connection: Raiffeisenbank a.s.

Account number: 9831197001/5500

hereinafter referred to as the “Partner”

## Subject of Agreement

* 1. The parties hereby agree on the conditions of bilateral cooperation on 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 Cooperation

* 1. The subject of cooperation between the parties is the promotion of the Prague Visitor Pass, through the Partner’s communication channels. This promotion will take place primarily by the publication of a QR code that, after scanning, redirects an end customer to the Prague Visitor Pass e-shop (hereinafter the “**QR Code**”). When making a purchase in the e-shop, an end customer can claim a discount by inputting a discount code, which will be generated by the Prague Visitor Pass system for the Partner (hereinafter the “**Discount Code**”). The Discount Code will be communicated to the Partner together with the QR Code after this agreement comes into effect.
	2. Current information about the Prague Visitor Pass project, in particular about attractions involved in the project, is available at https://praguevisitorpass.eu/
	3. The Partner will make the Discount Code available only to its customers – e.g., upon confirmation of a reservation of accommodation in a hotel, in television hotel broadcasts, etc. The Partner undertakes not to make the Discount Code available on publicly available channels (e.g. freely on social networks), so that the Discount Code is not used by other persons that are not/will not be the Partner’s end customers.
	4. PCT reserves the right to change the Discount Code at any time during the term of this agreement. In the event of a change to the Discount Coupon, PCT undertakes to promptly inform the Partner.
	5. The contact persons in matters concerning this agreement are:

for PCT: xxx, tel.: +420 xxx, e-mail: xxx

for the Partner: xxx, tel.: +420 xxx, e-mail: xxx

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

## Amount of Partner’s Fee, Invoicing

* 1. The Partner will receive a fee of xx % of the price of a PVP Voucher sold for each use of the Discount Code.
	2. After the end of each calendar month, PCT will provide a summary of the use of the Discount Code in the relevant month. Such summary is the basis for invoicing in accordance with this agreement (hereinafter the “**Summary**”). PCT will send a Summary to the Partner no later than within 5 business days after the end of the relevant calendar month.
	3. After receiving a Summary, the Partner will issue and send PCT a tax document (invoice) payable within 14 days of delivery to PCT. The invoice will be issued for an amount corresponding to the Partner’s fee for the number of uses of the Discount Code in the relevant billing period.
	4. The parties agree that the Partner is entitled to a contractual penalty totalling 0.5% of the outstanding amount for each day of delay by PCT paying an invoice properly issued by the Partner in accordance with this agreement. Paying a contractual penalty does not release PCT from the duty to pay the relevant amount invoiced. A contractual penalty is payable based on a written call of the Partner for its payment, where e-mail form is sufficient for the purposes of this paragraph.

## Term of the Agreement

* 1. This agreement is concluded for a definite term until 31 December 2024. If neither of the parties notifies the other party in writing of their interest in the termination of this agreement no later than three months before the expiry of the agreed effective term of this agreement, the agreement is extended for one year, and the agreement may be extended this way repeatedly.
	2. It is possible to withdraw from this agreement in the case of a material breach of this agreement, in a written notification delivered to the other party. The legal effects occur at the moment of delivery of written notification to the other party. A repeat breach of this agreement is also regarded as a material breach of this agreement.

## Declarations of the Parties

* 1. The parties undertake not to damage the good name of PCT and the Partner. The Partner also undertakes not to damage through any actions or declarations the good name of PCT’s founder, the City of Prague (including Prague City Hall). This duty of the Partner continues to apply after the termination of this agreement.
	2. The Partner declares that it agrees that all information and documents of which it learns or that it obtains when performing this agreement or in connection herewith are strictly confidential (hereinafter “Confidential Information”) and the Partner 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 agreement 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 PCT. The parties agree to the publication of this agreement in the register of contracts.
	2. The parties are aware that the rights and duties under this agreement are transferred to their legal successors in the event of their dissolution.
	3. This agreement, 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 agreement is prepared in two equally authoritative counterparts, of which each party will receive one counterpart. This agreement can be changed or modified only by written amendments signed by both parties.
	5. The parties agree that they will first attempt to resolve any disputes arising based on or in connection with this agreement by amicable agreement, otherwise the courts of the Czech Republic have jurisdiction.
	6. The parties have read the agreement in full, consent to its content and, in witness thereof, they append their signatures.

In Prague, on: 12.6.2024

For PCT:

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 Prague, on: 16.9.2024

For the Partner:

Signature:
Name**: Ivana Paliska**
Position: Company director