

Smlouva Na Výstavišti

AGREEMENT No. ZA24-4143
on a short-term sublease of premises used for business
at Výstaviště Praha
for the following event: Make FY26 Kick-off

concluded by the parties pursuant to Act No. 89/2012 Coll., the Civil Code, as amended

I. Contracting Parties

Výstaviště Praha, a.s.

With the registered office at: Výstaviště 67, Bubeneč, 170 00 Prague 7
Company ID No. (IČ): 256 493 29
VAT No. (DIČ): CZ25649329
Bank: PPF Banka, a.s.
Account number: 201 534 0111/6000
Registered in the Commercial Register kept by the Municipal Court in Prague in Section B,
File No. 5231
Represented by: Tomáš Hübl, Chairman of the Board of Directors
Ing. Jan Stanko, Member of the Board of Directors
(hereinafter referred to as the "**Lessee**")

and

Tarbeck TA Stride XM

With the registered office at: Unit 4, First Floor, 84 Strand Street, Skerries, Dublin, Ireland
ID No. (IČ): 3595720NH
VAT No. (DIČ): 3595720NH
Bank: Allied Irish Bank
Account number: 29878017
Represented by: Barry Plunkett, CEO
(hereinafter referred to as the "**Sublessee**")

The Lessee and the Sublessee are hereinafter collectively referred to as the "**Contracting Parties**" or the "**Parties**"

II. Introductory provisions

2.1. The Lessee is under the Agreement on the Management and Lease of the Výstaviště Praha Premises No. SPR/35/04/010655/2021 concluded on 11 January 2021 (hereinafter referred to as the "**Lease Agreement**") between the City of Prague, as the lessor (hereinafter referred to as the "**Owner**") and Výstaviště Praha, a.s., the Lessee of a set of immovable properties registered in the Ownership Deed No. 759 (in Czech "*List vlastnictví – LV*") for the municipality of Prague, cadastral territory of Bubeneč, kept by the Cadastral Office for the City of Prague, Cadastral Branch Prague, which form the premises of Prague Exhibition Grounds (Výstaviště Praha – hereinafter referred to as the "**Výstaviště**"). The above-mentioned agreement is publicly accessible in the central register of contracts administered by the City of Prague.

2.2. The Lessee is entitled under the Lease Agreement to sublease the premises used for business specified in this Agreement, located at Výstaviště, to the Sublessee under the contractual conditions arising from this Agreement.

Smlouva Na Výstavišti

III. Subject, term and purpose of the sublease

3.1. The Lessee assigns under this Agreement the premises listed below, located at Výstaviště, to the Sublessee for a fixed period **from 18.2.2025 to 20.2.2025** and the Sublessee accepts these premises for sublease for the purpose specified in the Agreement.

3.2. The subject of the sublease are the following premises in the Výstaviště area:

Premises:	Assembly:	Event:	Disassembly:
Nová Spirála building	18.2.2025 6:00	Will be specified in the "Handover report of the Subject of the Sublease"	20.2.2025 8:00

(hereinafter referred to collectively as the "**Subject of the Sublease**"). The plan of the Subject of the Sublease forms **Annex No. 1** to this Agreement.

The Sublessee will use the Subject of the Sublease for the purpose of organizing the following event Make FY26 Kick-off (hereinafter referred to as the "**Event**").

The Lessee and the Sublessee will sign a handover report on the handover and acceptance of the Subject of the Sublease at the start of the sublease and at the end of the sublease, a draft of which forms **Annex No. 2** to this Agreement.

3.3. The Sublessee acknowledges that the Owner of Výstaviště, i.e. the City of Prague, has been implementing and is interested in implementing a complete revitalization of Výstaviště and the related construction modifications and reconstruction works at Výstaviště (hereinafter referred to as the "**Výstaviště Revitalization**"). In connection with the Výstaviště Revitalization, it is assumed that the use of Výstaviště will be restricted in connection with the implementation of specific construction works, provided that these restrictions cannot be specified in detail as of the date of conclusion of this Agreement. Restrictions on the use of Výstaviště will be discussed by the Parties no later than one (1) month before the Event, so that this Subject of the Sublease corresponds to the actual possibilities of the Lessee in connection with the Výstaviště Revitalization and the requirements of the Sublessee for the Event. The Lessee is obliged to inform the Sublessee in writing about the start and progress of the Výstaviště Revitalization at least one (1) month before its beginning. If the period of the Výstaviště Revitalization interferes with the organization of the Event by the Sublessee, the Lessee is obliged to take such measures as may reasonably be required of it in order not to jeopardize the realization of the Event and the good name of the Event.

IV. Services provided in connection with the sublease

4.1. The payment for the services provided in connection with the sublease consists of two parts, namely:

a) the "**Basic Services**" provided by the Lessee to the Sublessee for the duration of the sublease, which include for example the following:

- supply of electricity under the conditions specified in Section 4.4 of this Article of the Agreement

Smlouva Na Výstavišti

- supply of heat under the conditions specified in Section 4.5 of this Article of the Agreement
- water supply and sewage disposal
- internet
- removal of municipal waste (except for gastro waste),
- other operating costs (security, cleaning, fire watch service, entrance doorman service),
- parking cards for entry and parking of the Sublessee's vehicles in the Výstaviště premises.

b) **"Additional Services"**, which the Lessee is entitled to provide to the Sublessee under the agreement of both Contracting Parties (*these services are not included in the Basic Services*) and the price for these services is the subject of a separate agreement accepted in writing by the Lessee (*a written order of the Sublessee in the form of an e-mail confirmed by an authorized person of the Lessee is also accepted*). In such event, such agreement of the Parties becomes a part of this Agreement.

c) payment for services does not include services that the Sublessee provides independently at its own expense under direct supply agreements with service providers (hereinafter referred to as the **"Services Arranged by the Sublessee"**) namely:

- removal of gastro (biodegradable) waste from the Event.

4.2. The terms and conditions of the services, as well as other operational and technical conditions of the provision of services by the Lessee to the Sublessee and the associated obligations of the Sublessee for the duration of the sublease under this Agreement will be specified in the Operating Agreement, which will become a part of this Agreement after its execution. A draft of the Operating Agreement forms **Annex No. 5**. The Parties agreed that the authorized employee of the Sublessee, who organizes the Event for the Sublessee, is authorized to sign the Operating Agreement on behalf of the Sublessee. The Sublessee is responsible for the fact that the person who signs the Operating Agreement on behalf of the Sublessee was authorized to do so.

Person authorized to sign the Operating Agreement	XXX
Tel.	XXX
E-mail:	XXX

4.3. The Basic Services, namely electricity supply, heat supply and water supply, will be provided by the Lessee at the prices listed in the Electricity Price List and the Heat, Gas and Water Price List, which the Lessee is entitled to change unilaterally with regard to the development of the prices of the services provided. The current wording of the Electricity Price List and the Heat, Gas and Water Price List can be found at the Lessee's website: <https://navystavisti.cz/energetika/>. Furthermore, this price list is included in the agreements on the combined supply of electricity and heat concluded between the Parties to this Agreement. Other Basic Services will be provided by the Lessee to the Sublessee at the prices specified in the Services Price List, which forms an integral part of this Agreement as its **Annex No. 3**, unless this Agreement stipulates that the scope of the services in question will be provided by the Lessee at the flat-rate price of services specified in this Agreement agreed by the Contracting Parties (*the flat-rate price does not apply to the supply of electricity, heat and water*).

4.4. The Lessee shall provide the service consisting in the supply of electricity for the Sublessee on the basis of a separately concluded Agreement on Combined Electricity Supplies, which the

Smlouva Na Výstavišti

Contracting Parties undertake to conclude together with this Agreement. The Agreement on Combined Electricity Supplies will become a part of this Agreement after its conclusion.

4.5. The Lessee shall provide the service consisting in the supply of thermal energy for the Sublessee on the basis of a separately concluded Agreement on the Supply of Thermal Energy, which the Contracting Parties undertake to conclude together with this Agreement. The Agreement on the Supply of Thermal Energy will become part of this Agreement after its conclusion.

4.6. Electricity and thermal energy consumption will be billed by the supplier Výstaviště Praha, a.s. under the conditions specified in the Agreement on Combined Electricity Supply and in the Agreement on the Supply of Thermal Energy.

4.7. All prices are specified without VAT. The relevant VAT will be added to the prices in accordance with the applicable legal regulations.

V. Payment for the sublease and services

5.1. The contractual payment for the use of the Subject of the Sublease is determined as follows:

the contractually agreed amount of subrent in the amount of CZK xxx,-

(in words: xxx Czech crowns) **without VAT**

(hereinafter referred to as the "**Payment for the Sublease**").

The Payment for the Sublease **includes** the Basic Services, except for the supply of electricity, the supply of thermal energy and the supply of water and waste water removal.

5.2. The price of the sublease under Article IV Section 5.1 will be paid by the Sublessee on the basis of the Lessee's invoice as follows:

100 % of the amount CZK xxx,- without VAT, as of 31.1.2025

The Lessee reserves the right to make the Subject of the Sublease unavailable to the Sublessee in the event that the Sublessee does not pay the Lessee on time and in full the entire price of the sublease under the conditions specified in this Agreement.

5.3. The Sublessee further undertakes to pay the Lessee **no later than 31.1.2025** for the performance listed below within the Additional Services:

advance payment in the amount of CZK xxx,- + VAT for the known Additional Services ordered by the Sublessee

5.4. The Sublessee further undertakes to pay the Lessee no later than 31.1.2025 for the following performance within energy supplies:

- **advance payment in the amount of CZK XXX,- + VAT** for the supply of electricity
- **advance payment in the amount of CZK XXX,- + VAT** for the supply of thermal energy
- **advance payment in the amount of CZK XXX,- + VAT** for water supply and waste water removal

If the Event lasts longer than one month, the Sublessee will be obliged to pay the above-mentioned advances no later than on the fifth (5) day of the relevant calendar month in which the Event takes place. The Lessee will invoice the Sublessee for the supply of electricity and thermal energy every monthly retrospectively in accordance with the energy consumption reported by the Sublessee under the conditions resulting from the Agreement on the Supply of Electrical Energy and under the conditions of the Agreement on the Supply of Thermal Energy.

Smlouva Na Výstavišti

5.5. In the event the flat-rate price of the services and the advance for the consumption of electricity and for the supply of thermal energy, water and waste water are not paid by the Sublessee within the period specified above in this Agreement, the Lessee has the right to unilaterally terminate this Agreement with effect from the moment the notice is delivered to the Sublessee. In case of non-payment of advance for the services as specified in this Section of the Agreement the Lessee reserves the right to make the Subject of the Sublease unavailable to the Sublessee. The Sublessee agrees with such a procedure.

5.6. The final amount for the Basic and Additional Services will be paid by the Sublessee to the Lessee based on the final breakdown of the services performed by the Lessee within 15 days from the end of the Event.

5.7. In the event that the Lessee provides services to the Sublessee beyond the scope of the services ordered by the Sublessee on the date of conclusion of the Agreement (see Annex No. 3), these services will be invoiced by the Lessee according to the applicable Services Price List, which forms an annex to this Agreement.

5.8. The Lessee will charge the statutory value added tax to all the above amounts (hereinafter referred to as the "VAT").

VI. Deposit

6.1. The Sublessee undertakes to pay the deposit agreed by the Contracting Parties in the amount of **CZK xxx,- (in words: xxx Czech crowns) without VAT** on the basis of an invoice issued by the Lessee no later than seven (7) days before the Event takes place to the Lessee's bank account specified in this Agreement. If the Sublessee does not pay the deposit within the specified period, the Lessee is entitled to unilaterally terminate this Agreement with effect from the date of delivery of the notice of termination to the Sublessee. The Contracting Parties agreed that in case of non-fulfilment of the contractual obligations set forth in this article the Sublessee is obliged to pay the Lessee a contractual penalty equal to the deposit. In the event that the Sublessee makes a partial payment of the deposit, the Lessee is entitled to unilaterally set off the part of the payment received in this way from the Sublessee for the payment of the contractual penalty specified in this Section of the Agreement. A unilateral termination of the Agreement does not eliminate the Lessee's right to claim a contractual penalty and the Sublessee's obligation to pay the agreed contractual penalty.

6.2. The deposit ensures the fulfilment of contractual obligations by the Sublessee under this Agreement and satisfaction of the claims that the Lessee may have against the Sublessee under this Agreement. The Contracting Parties agreed that the deposit paid by the Sublessee to the Lessee under this Agreement would not bear interest for the entire period it is kept in the Lessee's account.

VII. Settlement of the Payment for the Sublease and the services provided

7.1. The Lessee will invoice the Sublessee for the financial obligations related to the sublease under this Agreement within fifteen (15) days after the end of the Event, on the basis of a tax document (invoice). The Sublessee is obliged to pay any arrears from this settlement to the Lessee within the due term specified in the Lessee's invoice.

7.2. The date of payment of any amount to be paid to the Lessee by the Sublessee under this Agreement will be the day when the relevant financial amount is credited to the Lessee's account. The Lessee is entitled to unilaterally set off the deposit for the payment of the Sublessee's obligation arising from this Agreement.

Smlouva Na Výstavišti

VIII. Partial withdrawal from the Agreement (cancellation of the sublease of the individual premises), complete withdrawal from the Agreement (cancellation of the planned Event) by the Sublessee

8.1. The Sublessee is entitled to notify the Lessee in writing at any time before the start of the sublease period that it does not intend to use the Subject of the Sublease during the agreed period, for whatever reason, and to withdraw from this Agreement in writing with effect from the date of delivery of the notice of withdrawal to the Lessee. In the event that the Sublessee withdraws from the Agreement, this withdrawal does not affect the validity and effectiveness of this Agreement as a whole and the obligation of the Sublessee to pay the Lessee the compensation agreed in this article of the Agreement.

8.2. The Sublessee is obliged to send the notice of withdrawal to the Lessee in writing, in the form of a registered letter and the effects of the withdrawal occur on the day the notice of withdrawal is delivered to the Lessee.

8.3. In the event that the Sublessee withdraws from the Agreement, the Parties agreed on a compensation (hereinafter referred to as the "**Compensation**"). The amount of the Compensation is determined from the agreed Payment for the Sublease as follows:

- 100 %, if the Sublessee's written notice is delivered less than 30 calendar days before the first day of the start of the sublease under this Agreement,
- 80 %, if the Sublessee's written notice is delivered within 31–60 calendar days before the first day of the start of the sublease under this Agreement,
- 50 %, if the written notice of the Sublessee is delivered within the period from the signing of the Agreement to 61 calendar days before the first day of the start of the sublease under this Agreement.

8.4. The Lessee may draw the Compensation from the deposit (in accordance with Article VI of this Agreement), if it has already been deposited at least in part by the Sublessee to the Lessee's account. If the deposit has not yet been partially deposited by the Sublessee to the account of the Lessee or the amount of the deposit does not cover the specified Compensation, the Lessee will send the Sublessee a tax document (invoice) for the relevant Compensation or its difference, and the Sublessee is obliged to pay it by the due date. This provision of the Agreement does not expire if the Sublessee withdraws from the Agreement in accordance with the procedure specified in Section 8.1 of this Article of the Agreement.

8.5. Notwithstanding the above, the Contracting Parties agreed that any Contracting Party is entitled to unilaterally withdraw from this Agreement in the event that:

- a) for the duration of the Event defined in this Agreement, the so-called critical situation defined in Section 2 letter b) of the Act is declared by the respective state authority in accordance with Act No. 240/2000 Coll., the act on critical situations, as amended (the "**Act**"); *or*
- b) for the duration of the Event defined in this Agreement, a state of emergency or other measures is declared for the territory of the Czech Republic in accordance with Articles 5 and 6 of the Constitutional Act No. 110/1998 Coll., on the security of the Czech Republic, due to threats to health under conditions established by the legal regulations of the Czech Republic; *or*
- c) the relevant state administration body is prohibited from holding the Event defined in this Agreement for reasons not attributable to the Sublessee.

8.6. In case of such termination of the Agreement for the reason specified in this Section of the Agreement, the Compensation defined in Section 8.3 of this Agreement will not be applied. Regardless of the above, the Contracting Parties have agreed that in case of termination of the Event

Smlouva Na Výstavišti

and this Agreement for any reason described in paragraph 8.5 of the Agreement during the Event, the Sublessee shall be obliged to pay the Lessee all financial obligations resulting from this Agreement incurred by it up to the date of termination of the Agreement. Such claims of the Lessee are not affected by withdrawal from the Agreement for the reason described in this Section of the Agreement, and the Sublessee is obliged to pay these obligations to the Lessee. The Contracting Parties will subsequently carry out a financial settlement of their rights and obligations due to the termination of the Agreement in the sense of this Section.

IX. Other provisions

9.1. The Sublessee acknowledges that if, in connection with the sublease under this Agreement, it operates a public musical production pursuant to Act No. 121/2000 Coll. on copyright and rights related to copyright and on amendments to certain acts (the Copyright Act), it is obliged to notify the relevant collective administrator (OSA – Ochranný svaz autorský pro práva k dílům hudebním) of the programme of this production, and the Sublessee further undertakes to pay all copyright fees for such public production from its own funds. The Sublessee will be liable to the Lessee for damage incurred by the Lessee as a result of breach of this notification and payment obligation of the Sublessee.

9.2. The Sublessee undertakes to comply with the Operating Conditions of Výstaviště Praha, as stated in **Annex No. 4** of this Agreement, including the strict prohibition of smoking in the Subject of the Sublease.

9.3. The Sublessee is obliged to familiarize itself with and comply with the valid Operational Safety Rules of Výstaviště, the current wording of which is published at:

<https://1url.cz/DK5fv>

and with the information on the effect of mutual risks, the current wording of which is published at:

<https://1url.cz/FK5fO>

The Sublessee is obliged to provably inform the participants of the Event organized by it, i.e. the Sublessee's suppliers, exhibitors and their subcontractors, with the valid operational safety regulations in the Výstaviště premises.

The Sublessee is obliged to familiarize himself with and comply with the valid logo manual for the Nová Spirála Building, the current version of which is available at <https://novaspirala.cz/ke-stazeni/>

The Sublessee is obliged to familiarize himself with and comply with the technical conditions for the use of the Nová Spirála Building, the current version of which is available at <https://novaspirala.cz/ke-stazeni/>. Similarly, the Sublessee is obliged to familiarize himself with and ensure compliance with the valid technical conditions for the use of the Nová Spirála Building in relation to entities which will be in any relationship with the Sublessee within the framework of the use of the Nová Spirála Building. The Sublessee is responsible for the fulfilment of these obligations by these persons.

9.4. The contact persons of the Contracting Parties for the purposes of the performance of this Agreement will be:

Lessee:

Person responsible for actions taken under the Agreement:	XXX
Tel.:	XXX

Smlouva Na Výstavišti

E-mail:	XXX
----------------	-----

Person responsible for the production of the Event:	XXX
Tel.:	XXX
E-mail:	XXX

Sublessee:

Person responsible for actions taken under the Agreement:	XXX
Tel.:	XXX
E-mail:	XXX

Person responsible for the production of the Event:	XXX
Tel.:	XXX
E-mail:	XXX

The Contracting Parties are obliged to inform each other immediately of any change in the contact persons listed in this Section of the Agreement.

9.5. The Sublessee designates a contact person for the purpose of his/her publication on the Lessee's public website for the purpose of communication with the public, visitors and suppliers of the Event as follows:

Contact person for the public and the visitors of the Event:	
Tel.:	
E-mail:	

The Sublessee is obliged to ensure that the above-mentioned contact person designated by the Lessor for communication with the public, visitors and suppliers of the Event is contactable throughout the preparation and holding of the Event and ensures full communication with these entities. The Lessee is not obliged to ensure communication with the public, visitors and Event suppliers on behalf of the Sublessee. The Sublessee is obliged to immediately inform of any change in the contact person specified in this Section of the Agreement. The Sublessee is obliged to

Smlouva Na Výstavišti

independently secure the consent of the contact person specified by it specified in this Section of the Agreement with his/her publication at the public pages of the Lessee.

9.6. The Sublessee undertakes to use the Subject of the Sublease in such a way that its activities do not excessively restrict the usual activities of the Lessee and other sublessees, as well as other persons using the Výstaviště premises. In this context, the Sublessee acknowledges that the Sublessee's Event, for which the Sublessee subleases the Subject of the Sublease pursuant to this Agreement, must not cause the Výstaviště premises to be inaccessible to the Lessee and/or Sublessees and/or other third parties who use these premises for their activities and visit them. The Sublessee is also obliged to observe the maximum permitted capacity of the premises forming the Subject of the Sublease under this Agreement stipulated in the permit for the use of the building issued by the relevant authority. By signing this Agreement, the Sublessee declares that it was informed by the Lessee of the permissible capacity of the Subject of the Sublease before concluding the Agreement and undertakes to comply with this for the purposes of the Event specified in this Agreement.

9.7. The Sublessee is obliged to act in such a way that the use of the Subject of the Sublease by the Sublessee, its authorized workers, persons authorized by it and participants and visitors of the Event does not result in any damage to the Subject of the Sublease. The Sublessee is liable to the Lessee, regardless of fault, for all damages caused to the Subject of the Sublease during the sublease and in connection with it. If there are defects or damage to the condition of the subleased premises due to the fault of the Sublessee, its employees, persons acting on its behalf and participants of the Event, this damage will be removed by the Lessee at the expense of the Sublessee, who undertakes to reimburse the actual costs to the Lessee at the request of the Lessee, if the Contracting Parties do not agree otherwise in writing. The Sublessee is obliged to take out an insurance contract for the insurance amount that will cover any damages incurred in connection with the Event.

9.8. The Sublessee declares that it is or will be insured against liability for damage caused by the Sublessee to the Lessee and third parties no later than on the date of commencement of the sublease, that the said insurance applies to the liability of the Sublessee for damages that may have occurred pursuant to this Agreement also to the Výstaviště premises during or in connection with the performance under this Agreement, and that the total amount of insurance coverage based on such insurance amounts to at least CZK 20,000,000 (in words: twenty million Czech crowns). The Sublessee is obliged to maintain insurance at least to the above extent for the entire duration of this Agreement. If the Lessee requests it, the Sublessee is obliged to have its insurance policies assessed by an insurance broker appointed by the Lessee.

9.9. The Sublessee undertakes to hand over to the Lessee copies of the valid insurance policies required under Section 9.8 of this Agreement within seven (7) days before the commencement of the sublease. The Sublessee is not entitled to change the insurance conditions without the prior written consent of the Lessee. In case of failure to deliver a copy of the insurance contract by the Sublessee, the Lessee reserves the right to make the Subject of the Sublease unavailable to the Sublessee and not to allow the Sublessee to use the Subject of the Sublease for the purposes of the Event. The Sublessee agrees to this right of the Lessee without reservation.

9.10. For the avoidance of doubt, the Contracting Parties declare that the insurance amount under Section 9.8 of this Agreement does not have the nature of determination of the amount of damage that can be foreseen. The actual damage may exceed the insurance amount and the Sublessee is responsible for this damage in the manner stipulated by this Agreement and generally applicable legal regulations.

9.11. The Sublessee is obliged to ensure that all vehicles of the Sublessee and/or persons to whom the Sublessee has provided a parking card for the purpose of parking motor vehicles in the Výstaviště premises for the duration of the Event leave the Výstaviště premises no later than by the final time

Smlouva Na Výstavišti

specified by the Contracting Parties for the dismantling of the Event, as specified in Article III Section 3.2 of this Agreement. Similarly, the Sublessee is obliged to ensure that no motor vehicles are parked in the internal premises of Výstaviště after the date set for the assembly in Article III Section 3.2 of this Agreement and vehicles are allowed to be parked only in areas reserved for public parking.

X. Consequences of a breach of the Agreement

10.1. The Parties agreed that:

- a) if the Sublessee seriously violates this Agreement (damage to the Subject of the Sublease occurs, the Subject of the Sublease is used contrary to the agreed purpose of the sublease, etc.) or does not take over or hand over the Subject of the Sublease to the Lessee or refuses to sign the handover report, the Lessee will be liable for a contractual penalty of 20 % of the deposit specified in Article VI of this Agreement;
- b) if the Sublessee is in arrears with the payment of the invoice issued by the Lessee in accordance with this Agreement, the Lessee is entitled to a default interest in the amount of 0.05 % of the amount due for each day of delay;
- c) on the day of termination of the sublease, the Sublessee is obliged to clear out and hand over the Subject of the Sublease to the Lessee. In the event that the Sublessee does not do so, the Lessee is entitled to clear the Subject of the Sublease itself, at the expense of the Sublessee. In the event that the Sublessee does not fulfil its contractual obligation to clear the Subject of the Sublease and exceeds the scope of the sublease period under Article III Section 3.1 of the Agreement, the Sublessee undertakes to pay the Lessee a contractual penalty of CZK 20,000 for every hour of the Sublessee's delay in clearing and handing over the Subject of the Sublease. The Lessee's delay in clearing and handing over the Subject of the Sublease will be indicated in the handover report. The Lessee will issue an invoice to the Sublessee for the agreed contractual penalty and the Sublessee undertakes to pay it to the Lessee within the period set by the Lessee.
- d) if the Sublessee violates its contractual obligation stated in Article IX Section 9.10 of this Agreement, it is obliged to pay the Lessee the agreed contractual penalty in the amount of CZK 2,000 for each motor vehicle and each started day on which the vehicle was parked in the Výstaviště premises after the deadline set forth in Article IX Section 9.10 of this Agreement.

10.2. The Sublessee is obliged to pay the following contractual penalties to the Lessee for breach of its contractual obligations set out in this Agreement:

- a) the amount of CZK 100,000 for the use of the Subject of the Sublease contrary to the purpose of the sublease stated in this Agreement;
- b) for each individual violation of the operating conditions under Section 9.2. of this Agreement in the amount of CZK 10,000;
- c) for a failure to comply with another contractual obligation stipulated by this Agreement, for which a separate contractual penalty is not agreed, a contractual penalty of CZK 1,000 for each individual violation and for each day that the Sublessee's violation lasts.

10.3. Payment of the contractual penalty does not affect the Lessee's right to compensation for damage. The Lessee's right to payment of the contractual penalty does not expire upon a unilateral withdrawal from the Agreement. The Contracting Parties agreed that the contractual penalty is not included in the claim for damages. The Contracting Parties declare that they consider the contractual penalties to be adequate to the subject of the obligation secured.

Smlouva Na Výstavišti

XI. Lessee's withdrawal from the Agreement

11.1 The Lessee is entitled to unilaterally withdraw from the Agreement:

- a) if there is a technical or other defect in the object or the Subject of the Sublease, which makes it impossible to sublease these premises for the purpose agreed upon by the Parties in this Agreement;
- b) if the Sublessee violates this Agreement in a gross manner despite the previous (including verbal) request of the Lessee, in the event that:
 - (i) the Sublessee has not paid the subrent and/or service charges associated with the sublease in the manner set forth in this Agreement; *or*
 - (ii) there is damage to the Subject of the Sublease; *or*
 - (iii) the Subject of the Sublease is used contrary to the agreed purpose of the sublease; *or*
 - (iv) the Sublessee and/or the persons who find themselves in the Subject of the Sublease violate the obligations stipulated in this Agreement or in the Operating Conditions of Výstaviště Praha.

In the event that the Lessee exercises its right and unilaterally withdraws from this Agreement, the Sublessee is obliged, at the request of the Lessee or its administrator, to immediately vacate the Subject of the Sublease without undue delay and to hand over the vacated object to the Lessee no later than twelve (12) hours from the date of delivery of the notice of withdrawal to the Sublessee.

11.2 Upon delivery of the notice of withdrawal, this Agreement will be cancelled with effect from the date of delivery of the written notice of withdrawal to the Sublessee. The rights and obligations of the Contracting Parties stipulated by the law or for which it follows from this Agreement that they are to continue do not expire (the obligation to pay for the sublease for the duration of the sublease until the date of delivery of the notice of withdrawal to the Sublessee, the right to compensation, the right to be paid the contractual penalties, the right to reimbursement of consumed energy and services associated with the sublease etc.). In the event that the Lessee withdraws pursuant to Section 11.1 of this Agreement, the Lessee will invoice the Sublessee within fourteen (14) days from the date of termination of the Agreement for all financial obligations arising from this Agreement incurred by the Sublessee up to the date of termination of the Agreement and the Lessee is entitled to unilaterally set-off all of its outstanding claims from the Sublessee against the deposit provided by the Sublessee. The Lessee will then return the deposit to the Sublessee within ten (10) working days to the Sublessee's account stated in article I of this Agreement and it will be understood that all mutual claims resulting from such termination of the Agreement will be fully settled between the Contracting Parties.

XII. Final provisions

12.1. The agreement of the Parties on changes to this Agreement, regarding the Subject of the Sublease, the purpose and period of the sublease, the amount and maturity of the Payment for the Sublease, must be made in writing and will form an annex to this Agreement.

12.2. The Contracting Parties exclude the application of Sections 1764, 1765 and 1766 of Act No. 89/2012 Coll., as amended, for the purposes of this Agreement.

12.3. This Agreement is executed in the Czech language. If it is translated into another language, the Czech version prevails over the text of the Agreement translated into another language. This Agreement is executed in accordance with the Czech law and all its provisions must be interpreted in accordance with the legal regulations of the Czech Republic, especially in accordance with the

Smlouva Na Výstavišti

Civil Code. This Agreement and the rights and obligations arising from it (including the rights and obligations from a breach of this Agreement that has occurred or will occur) will be governed by the relevant legal regulations of the Czech Republic, in particular the Civil Code.

12.4. The Agreement becomes valid on the day it is signed by both Contracting Parties. The Agreement becomes effective on the day of publication in accordance with the relevant provisions of Act No. 340/2015 Coll., as amended.

12.5. The Contracting Parties agreed that all disputes which arise out of this Agreement or in connection with it, which the Parties are unable to settle amicably, will be submitted for decision to the competent court of the Czech Republic based on the registered office of the Lessee.

12.6. The Contracting Parties declare that the provisions of this Agreement referred to in articles V and VI of this Agreement, regarding the contractual Payment for the Sublease, the Basic and Additional Services and their amount and the agreement on the deposit, as well as Annex No. 3, are considered by the Contracting Parties to be trade secrets, which either Contracting Party is entitled to disclose to other third party only with the prior written consent of the other Contracting Party. The Contracting Parties acknowledge and agree that the data (hereinafter referred to as THE "**Metadata**"), constituting the subject of a trade secret as stated above, will be excluded from publication through the register of contracts pursuant to Act No. 340/2015 Coll. as amended. However, this does not affect the publication of this metadata in the register of agreements, if the Lessee publishes it as a correction pursuant to Section 5-(7) of Act No. 340/2015 Coll., as amended, within 30 days from the day on which the decision of a superior authority or court was delivered to it, on the basis of which the unpublished part of the agreement or the metadata in question is to be provided in accordance with the regulations governing free access to information.

12.7. The Agreement is executed in two (2) counterparts with the validity of the original. The Sublessee will receive one (1) counterpart of the Agreement and the Lessee will receive one (1) counterpart of the Agreement.

Annexes:

- No. 1 Plan of the Subject of the Sublease
- No. 2 Handover report of the Subject of the Sublease – form
- No. 3 Services Price List
- No. 4 Operating Conditions of Výstaviště Praha
- No. 5 Form of the Operating Agreement

The Contracting Parties confirm that they read the Agreement and they understand the conditions and requirements contained therein. In witness of their true, free and serious will to accept the obligations arising for them from the Agreement, they attach their signatures.

Smlouva Na Výstavišti

The Contracting Parties hereby confirm the acceptance of the respective counterparts of the Agreement.

In Prague on _____

Lessee:

Výstaviště Praha, a.s.

In Prague on _____

Sublessee:

Tarbeck TA Stride XM

Tomáš Hübl
Chairman of the Board of Directors

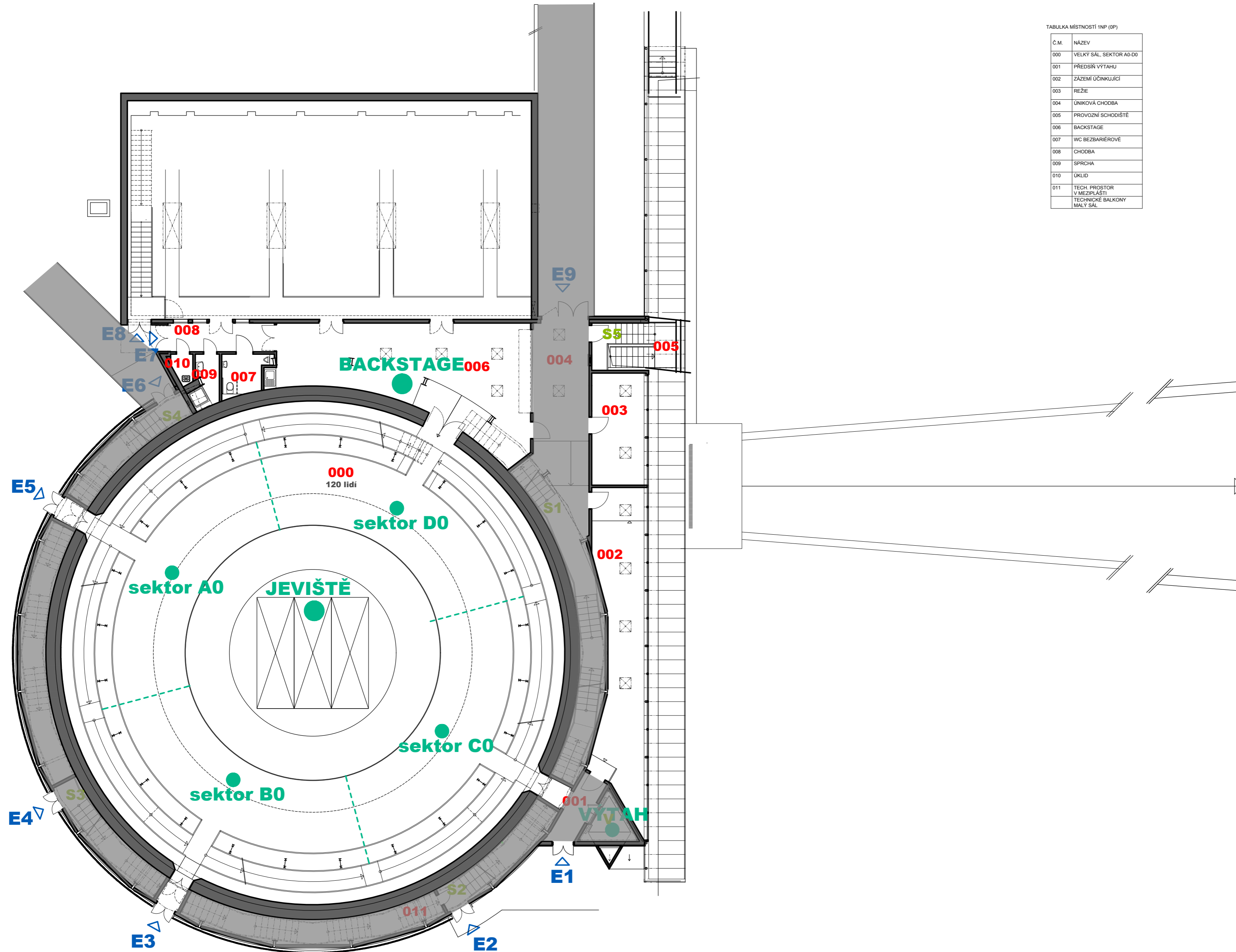
Barry Plunkett
CEO

Ing. Jan Stanko
Member of the Board of Directors

Smlouva Na Výstavišti

Annex No. 1 Plan of the Subject of the Sublease

Nová Spirála - 1. nadzemní podlaží



TABULKA MÍSTNOSTÍ 1NP (0P)

Č.M.	NÁZEV
000	VELKÝ SÁL, SEKTOR A0-D0
001	PŘEDSÍN VÝTAHU
002	ZÁZEMÍ UČINKUJÍCÍ
003	REŽIE
004	ÚNIKOVÁ CHODBA
005	PROVOZNI SCHODIŠTĚ
006	BACKSTAGE
007	WC BEZBARIÉROVĚ
008	CHODBA
009	SPRCHA
010	UKLID
011	TECH. PROSTOR V MEZIPLÁŠTI TECHNICKÉ BALKONY MALÝ SÁL

Smlouva Na Výstavišti

Annex No. 2

Handover report of the Subject of the Sublease – form

Handover Protocol

[ZA22-4... - "....."]

LESSEE:

Výstaviště Praha, a.s.

Registered office: Výstaviště 67, 170 00 Prague 7 – Bubeneč

ID: 25649329 / Tax ID: CZ25649329

Authorised person:

SUB-LESSEE:

.....

Registered office:

ID:...../ Tax ID:

Authorised person:.....

On this day at [.....] the Lessee has handed over and the Sub-lessee has taken over:

Industrial Palace (IP) Right Wing Middle Hall Left Wing **Foyer:** RW MH LW

Křižík's Pavilion: B C D E **Křižík's Fountain** **Small Sports Hall**

Exterior premises: Open Air Brussels walk Grillpark premises in front of the IP "Blue" gate
 premises near the fountains in front of the Expo other:

.....

Readings of media are the part of the handover.

In Prague on:

In Prague on: [.....]

.....
Lessee

.....
Sub-lessee

On this day at the Sub-lessee has handed over and the Lessee has taken over:

Industrial Palace (IP) Right Wing Middle Hall Left Wing **Foyer:** RW MH LW

Křižík's Pavilion: B C D E **Křižík's Fountain** **Small Sports Hall**

Exterior premises: Open Air Brussels walk Grillpark premises in front of the IP "Blue" gate
 premises near the fountains in front of the Expo other:

Readings of media are the part of the handover.

In Prague on:

In Prague on:

.....
Lessee

.....
Sub-lessee

[Condition of the handed over premises is on the overleaf of the Handover Protocol. In case of any defects, photographic documentation shall be submitted.

Condition of the premises prior to the Event:

Sub-lessee signature.....

Condition after the Event – damage		Damage specification:
Loading gate	<input type="checkbox"/> KP <input type="checkbox"/> Small Sport's Hall <input type="checkbox"/> RW <input type="checkbox"/> MH <input type="checkbox"/> LW	
Door	<input type="checkbox"/> historical in IP <input type="checkbox"/> sliding <input type="checkbox"/> classic <input type="checkbox"/> metal KP	
Floors	<input type="checkbox"/> parquet <input type="checkbox"/> paving <input type="checkbox"/> marble <input type="checkbox"/> polished concrete <input type="checkbox"/> carpet <input type="checkbox"/> grass <input type="checkbox"/> outside mosaic	
Technical ducts	<input type="checkbox"/> wooden <input type="checkbox"/> metal <input type="checkbox"/> plastic	
Glass	<input type="checkbox"/> safety <input type="checkbox"/> classic	
Wall painting	<ul style="list-style-type: none"> • without damage to the plaster: <input type="checkbox"/> limy <input type="checkbox"/> acrylate • with damage to the plaster: <input type="checkbox"/> limy <input type="checkbox"/> acrylate <input type="checkbox"/> tags/graffiti <input type="checkbox"/> façade <input type="checkbox"/> painting of metal elements	
Toilets	<input type="checkbox"/> shower <input type="checkbox"/> soap reservoir <input type="checkbox"/> napkins reservoir <input type="checkbox"/> WC trash can <input type="checkbox"/> WC plank <input type="checkbox"/> drier	
Equipment	<input type="checkbox"/> bench <input type="checkbox"/> waste basket <input type="checkbox"/> dust bin <input type="checkbox"/> chair <input type="checkbox"/> table <input type="checkbox"/> light <input type="checkbox"/> mirror <input type="checkbox"/> railing in the RW IP <input type="checkbox"/> pallet <input type="checkbox"/> barrier – loss <input type="checkbox"/> barrier – damage <input type="checkbox"/> plexiglass <input type="checkbox"/> boards <input type="checkbox"/> soffit <input type="checkbox"/> couch <input type="checkbox"/> beer set <input type="checkbox"/> plasterboard wall + painting	
Other	<input type="checkbox"/> key loss <input type="checkbox"/> lock exchange/drilling <input type="checkbox"/> sewerage backwash <input type="checkbox"/> LW – wall damage <input type="checkbox"/> KP – wall damage	

Lessee signature:

Sub-lessee signature:

Smlouva Na Výstavišti

Annex No. 3 Services Price List

Ceník Na Výstavišti

Annex no.3 – Calculation

RENTAL SPIRAL INCL. BASIC OPERATIONAL SERVICES

Event name:	Make FY26 Kick-off		
Client:	Strideconnect		
Premises:	Spiral		
Date:	Date/Time	19.02.2025	TBC
Rental time:	From	18.02.2025	6:00
	Until	20.02.2025	8:00
Total rental time:	50h		
Total event time:	TBC		

1) RENTAL & SUMMARY

1) RENTAL & BASIC SERVICES & ENERGIES	QUANTITY	UNIT	PRICE/UNIT	TOTAL
1) Spiral & basic services, Set up day	1	pcs	XXX	XXX
1) Spiral & basic services, EVENT DAY	1	pcs	XXX	XXX
1) Spiral & basic services, Extra hour	2	pcs	XXX	XXX
1) Additional services			XXX	XXX
1) Energies			XXX	XXX
Total (VAT excluded)			XXX	XXX

RENTAL & BASIC SERVICES INCLUDES:

Rental - Spiral
Basic wifi
Box office (without attendant)
Production service
Electrician during assembly and event
Water connection 1 pcs
Fireman - precaution training
Fireman - during the whole rental time - 1 person
Security - fire exits (set up, event, dismantling) 4 persons
W/C Cleaning service during event - 1 person
Cleaning service during event - 1 person
General cleaning after the event
60l waste bin - 20 pcs
Waste removal (container 8 m3) - 1 pcs
Parking cards - 20 pcs

2) ADDITIONAL SERVICES

	QUANTITY	PER	QUANTITY	UNIT	PRICE PER UNIT	TOTAL
Fire brigade (in case of pyro)	0	per	0	hrs	XXX	XXX
Ambulance (incl. 2 persons)	0	per	0	hrs	XXX	XXX
Security	0	per	0	hrs	XXX	XXX
Hostess / Cloakroom attendant	0	per	0	hrs	XXX	XXX
First aid service - paramedic	0	per	0	hrs	XXX	XXX
Extra cleaning	0	per	0	hrs	XXX	XXX
Stage technician (trusses + stage)	1	per	20	hrs	XXX	XXX
Lighting technician	1	per	20	hrs	XXX	XXX
Sound technician	1	per	20	hrs	XXX	XXX
Audio Visual equipment			1	pcs	XXX	XXX
Chair manipulation (312 main hall + 256 small room)			0	pcs	XXX	XXX
Audio Visual equipment - change of disposition			0	pcs	XXX	XXX
Rigging			0	pcs	XXX	XXX
Mobile bars			0	hrs	XXX	XXX
Balletizol - stage			0	pcs	XXX	XXX
Catering fee			1	pcs	XXX	XXX
Waste removal (container 1100l)			0	pcs	XXX	XXX
Waste removal (container 8m3)			0	pcs	XXX	XXX
Navigation stands A3 (max 10pcs)			0	pcs	XXX	XXX
2) Total Additional services					XXX	XXX

based on request

3) Energies

Energies	Quantity	PCS	Price per Unit	Total
Consumption				
Water	1	pcs	XXX	XXX
Electricity	1	pcs	XXX	XXX
Heating	1	pcs	XXX	XXX
3) Total Energies			XXX	XXX

Will be charged based on actual consumption

Will be charged based on actual consumption

Will be charged based on actual consumption

Note:

1) All prices are VAT excluded

2) The sublessee will pay XXX,- K5 damage deposit

Smlouva Na Výstavišti

Annex No. 4 Operating Conditions of Výstaviště Praha

PRAGUE EXHIBITION GROUNDS CONDITIONS OF OPERATION

This document summarizes the Sublessee's instructions on how to behave in the Prague Exhibition Grounds (Výstaviště Praha) premises. Výstaviště Praha, a.s. reserves the right to prohibit any behaviour of the Sublessee, which is not mentioned here, if security could be impaired or damage could be caused to the Prague Exhibition Grounds premises.

GENERAL CONDITIONS

- The Sublessee is obliged not to make any changes to the subject of sublease without the Lessee's written consent.
- Smoking and the use of open fire is strictly forbidden in all subleased areas of the Prague Exhibition Grounds.
- The Sublessee undertakes to comply with all safety regulations resulting from the use of the property and the subleased premises and to further fulfil all obligations stipulated by generally binding legal regulations (i.e. in particular, but not only regulations relating to health protection and safety at work, and further undertakes to comply with all legal regulations generally governing damage prevention obligations).
- The Sublessee is responsible for not serving alcohol to juveniles in the subject of sublease and will not enable distribution or use of any narcotics and drugs.
- The Sublessee agrees not to in any way promote violence, religious or racial intolerance throughout the sublease, or to act in any other way that could jeopardize morality or harm or threaten the Lessee's reputation.
- The Sublessee undertakes to pay the Lessee all financial amounts, including any sanctions or penalties, which the Lessee will be obliged to pay to any third party on the basis of a legal regulation or decision of an administrative or other body due to breach of generally binding legal regulations by the Sublessee in connection with the use of the Prague Exhibition Grounds premises. In such a case, the Lessee will issue an invoice to the Sublessee and the Sublessee is obliged to pay it within 14 days.
- If the Lessee discovers any security breach, underestimation of organizational matters, etc., the Lessee is entitled to take the necessary steps to remedy the situation at the Sublessee's expense. If the remedy is not possible, the management of Výstaviště Praha, a.s. may stop or cancel the event without any Sublessee's claim to lost profits.
- The Sublessee is obliged to hand over to the Lessee plans for the event at least 7 days before takeover of the premises.

REPORTING OBLIGATION

- The Sublessee is obliged to report the event in writing to the Prague 7 Municipal Authority.
- The Sublessee is obliged to inform the City Police of the Czech Republic in Prague 7 – Holešovice about the event.

BUILDING PERMIT (CONSENT)

- For all halls, podiums, stands and other structures that the Sublessee will build on the subleased premises of the Prague Exhibition Grounds, the Sublessee is obliged to present a valid building permit (consent) prior to the event, if so, required by applicable legal regulations.

MUSIC PRODUCTION

- In the event of any musical productions or other productions of protected work nature according to the Copyright Act, the Sublessee is obliged to in advance enter into a contract with the relevant collective manager of copyright and related rights, (e.g. OSA, Intergram), pay the royalty and comply with all the conditions stipulated by Act no. 121/2000 Coll., Copyright Act.

FIRE PROTECTION DURING EVENTS

- During events, the Sublessee is obliged to comply with Regulation no. 15/2003 Coll. of the Capital City of Prague. If the Lessee discovers non-compliance with this Regulation, they have the right to terminate the event or to not authorize its commencement.
- Fire protection according to Regulation no. 15/2003 Coll. of the Capital City of Prague can also be ordered from Výstaviště Praha, a.s. at the Sublessee's expense.

FIRE, PYROTECHNICS, EFFECTS

- In the whole area (in interiors and exteriors) of the Prague Exhibition Grounds it is forbidden to smoke and use open fire for any purpose.
- In the whole area (in interiors and exteriors) of the Prague Exhibition Grounds any pyrotechnic effects are prohibited.
- The use of confetti indoors is subject to individual conditions. The use of confetti is prohibited in outdoor areas.

ELECTRICAL APPLIANCES

- All appliances used in the subleased premises must have a valid el. revision or must be in the warranty period – the owner of this appliance must be able to substantiate these facts if asked to do so by the production. If these documents are not provided, it will not be possible to use these appliances.
- The following guidelines must be followed when using heat appliances:
 - The heat equipment used must be in perfect technical condition; for electrical equipment, the exhibitor or organizer of the event must present a valid proof of the equipment revision.
 - For heat appliances that do not have the required safety distance from flammable surfaces stated in the documentation (e.g. floor coverings, fixtures, etc.), it is necessary to observe the safety distance according to the ČSN 06 1008 Table 1 (ČSN – Czech Technical Standards).
 - If these distances cannot be maintained, at least 3 mm thick thermal insulation barriers made of non-combustible material (e.g. plasterboard, fibre-cement plates, etc.) must be used. The insulation barrier must be min. 30 mm with a tolerance of ± 5 mm from the protected material and must exceed the protected material by min. 300 mm at the top and 150 mm on the sides (ČSN 06 1008 Art. 4.4.1.3.). If the heat equipment is placed on a flammable floor covering or other objects of combustible material, an insulating mat of the same non-combustible material shall be used.
 - The heat appliance must be under constant supervision and the person responsible for its operation must be appointed in writing. At the end of the exhibition operation, the electrical equipment must be demonstrably disconnected from electricity and all valves closed for all gas appliances every day.
 - Gas appliances are not permitted indoors.

ELECTRICAL CONNECTIONS

- All electrical connections, extension cables, etc. must have a valid revision. If asked to, the owner of this appliance must be able to demonstrate this fact. If these documents are not provided, it will not be possible to use these appliances.
- The final plan of connection points required by the Sublessee from the Prague Exhibition Grounds must be sent at least one week before the use of the Prague Exhibition Grounds commences. The plan of connections must be consulted with the production and electricians of the Prague Exhibition Grounds.
- The Sublessee may not modify any electrical installation located in the Prague Exhibition Grounds. Any intervention in the electrical installation may only be carried out by the electrician of Výstaviště Praha, a.s.

CATERING

- In the area of the balcony of the Central Hall of the Industrial Palace, in the middle foyer and part of the right foyer, the N-Gastro CZ a.s. company is providing gastro service, and another user of the Central Hall of the Industrial Palace is within their activity, obliged to respect the provider of these gastro services and not to prevent them from performing their activities.
- In the case of refreshment services organized by the Sublessee, they undertake to provide confirmation (consent) of the hygienist and are responsible for the disposal of waste generated during the operation of this activity and for ensuring compliance with hygiene standards, and for the possible damage to property and equipment of the Lessee.
- The Prague Exhibition Grounds encourages all Sublessees to serve food and drinks only in
 - Returnable washable dishes (glass, porcelain, metal cutlery)
 - Returnable plastic dishes (bowls, cups)

NAVIGATION, ADVERTISING, BRANDING

- Any placement of navigation systems, banners, advertisements, etc. in the Prague Exhibition Grounds premises is prohibited without the prior written consent of the Trade and Marketing Department of Výstaviště Praha, a.s.
- Installation and deinstallation of banners is provided by Výstaviště Praha, a.s. at the Sublessee's expense.
- The Sublessee is responsible for the condition of the navigation systems during the event, unless otherwise agreed in writing in advance. In case of unsatisfactory condition of the navigation, Výstaviště Praha, a.s. is authorized to uninstall the navigation system at the expense of the Sublessee. The Sublessee is responsible for properly uninstalling the navigation systems after the event.
- Výstaviště Praha a.s. reserves the right to liquidate all advertising banners, printed materials, etc. placed without their knowledge in the Prague Exhibition Grounds premises at the Sublessee's expense.
- In the buildings it is possible to use advertisement frames or navigation stands, which are available for rent from Výstaviště Praha a.s.

PARKING

- Parking is only possible at designated parking places and at the places marked in the map, which each Sublessee receives at least 7 days before the event from the Prague Exhibition Grounds production. These parking places may be limited due to other events taking place in the Prague Exhibition Grounds premises – as agreed with the responsible production manager of Výstaviště Praha, a.s.

- During the event parking near Křížík's Pavilions is prohibited.
- It is strictly forbidden to drive on and park on any grass areas.
- It is strictly forbidden to park outside the marked parking spaces at the Prague Exhibition Grounds.

SUBLESSEE'S PERSONNEL

- All personnel belonging to the Sublessee and their suppliers must follow the instructions of Výstaviště Praha, a.s.
- All Sublessee's personnel and their suppliers' personnel must be visibly marked and only with this marking will be admitted to the subleased premises by the organizing service of Výstaviště Praha a.s.

DELIVERIES TO PAVILIONS

- Keys from individual offices or pavilions are provided by the production of Výstaviště Praha, a.s. to the one person authorized by the Sublessee who is also responsible for returning them, at the latest when returning the premises.
- Opening the delivery gate and the entrance doors to the premises may only be done by the Výstaviště Praha, a.s. production manager, Výstaviště Praha, a.s. production assistant/ building manager, or by a person trained by them, belonging to the organizer or the fire supervisor.
- Parking in front of the entrances to the pavilions and in the delivery gate is only permitted for the time necessary for unloading/loading. The organizing service of Výstaviště Praha, a.s. is entitled to adjust the deliveries to the pavilions.
- IT IS FORBIDDEN TO DRIVE VEHICLES INTO THE PAVILIONS, with the exception of the exhibits – with the prior permission of the Výstaviště Praha, a.s. production.

BEHAVIOR IN INTERNAL SPACES

- The Sublessee or its supplier shall promptly report any damages and defects in the subleased premises that they discover and that are not caused by their actions. Such defects will be additionally entered into both copies of the handover protocol. In case of immediate failure to report such facts, Výstaviště Praha, a.s. shall proceed as if the Sublessee had caused them themselves.
- The Sublessee or their suppliers are obliged to immediately report to the responsible production manager of Výstaviště Praha, a.s. any damage they had caused.
- It is forbidden to lean or prop anything against external and internal walls, columns, stairs, railings, etc.
- It is forbidden to stick anything on walls, lamps, railings, glass, etc.
- It is forbidden to drill, nail, staple into walls, floors, railings, doorframes, doors, etc.
- It is forbidden to drill, cut, and dye anything indoors.
- It is forbidden to remove carpets in the individual areas.
- The Sublessee is obliged to respect the security distances from walls and emergency exits as shown in the contract space planners.
- All equipment, stalls, crates, boxes, tables and other inventory (which does not have polyurethane wheels) must be supported at least by carpet.
- All carts used in interiors must have polyurethane and non-staining wheels.
- Tables, chairs, sofas, and other furniture must have legs with plastic or rubber caps, or be taped with felt.
- The double-sided tape, which is used to stick carpets to floors, must also be pasted on paper cardboard.
- In case when it is necessary to pass over technical canals, the Sublessee is obliged to place a cross-over plate over them.
- If any motor vehicle is an exhibit, only the necessary quantity of operating fluids must be present in it.

- It is forbidden to handle dividers/screens in the foyer of the Industrial Palace. Any soiling, tearing will be charged for the purchase of a new part of the divider/screen.
- It is strictly forbidden to place gas bombs in buildings.
- There is a strict ban on entry into the buildings with animals, with the exception of guide dogs and assistance dogs.

EXHIBITS

- Each exhibitor/Sublessee is responsible for the exhibits displayed and is also responsible for compliance with the safety rules. The exhibitor/Sublessee must secure the exhibit themselves and at their expense against any damage by the visitors of the event.

MUSIC EVENTS

- All music productions, or other productions that might interfere with the quiet hours, must end no later than 22:00.
- Music production in pavilions must end no later than 6:00am.
- Výstaviště Praha, a.s. has the right to make the Sublessee adjust the production volume at any time if it is rated too loud.

OPERATION OF MOTOR VEHICLES IN THE OUTDOOR AREAS OF THE EXHIBITION GROUNDS

- Movement of motor (and other vehicles) is permitted only on designated paved roads – see the map, which each Sublessee receives at least 7 days before the event from the Prague Exhibition Grounds production.
- The maximum speed limit on all roads at the Prague Exhibition Grounds is 30 km / h. This also applies to test runs of exhibited motor vehicles.
- The Sublessee is obliged to have the route of test drives of the exhibited motor vehicles confirmed by the representative of Výstaviště Praha, a.s.
- No operation of cars/motorcycles/quad bikes etc. on the lawn.
- No operation of cars/motorcycles/quad bikes etc. on the mosaic in front of the Industrial Palace.

OUTDOOR AREAS

- Mosaic in front of the Industrial Palace
 - No anchorage in mosaic
 - No mosaic staining
 - No dismantling of mosaic parts
- No anchoring to the ground – it is necessary to use weights for this purpose.
- No entry to areas not designated for this purpose (bike park, playgrounds, fountains, ponds, etc.).
- Any space fencing must be easily dismantlable in several places due to evacuation and possible intervention of the IRS. The fencing must be approved in writing by the Prague Exhibition Grounds production.

ROOFS OF KŘÍŽÍK PAVILLIONS

- Roofs are only walkable.

- It is strictly forbidden to drive vehicles onto roofs. In the event of a breach, the Sublessee may be charged for damage to both the roof surface and any defects in hydro isolation, thermal insulation and electrical wiring that result from such breach, even if indirectly.

WASTE

- Biological waste (food remnants, any food in solid form, fats, frying oils), all toiletries, chemicals and other dangerous substances, medicines, etc. do not belong to waste and it is prohibited by law to discharge them to it (including toilet bowls or sinks).

EXCEPTIONS

- A request for exemption from any of the above guidelines can be made in writing at least 14 days before the event. The scope of the exemption will depend on the written permission of Výstaviště Praha, a.s.

Smlouva Na Výstavišti

Annex No. 5 Form of the Operating Agreement

**OPERATIONAL AGREEMENT
FOR THE EVENT**

Name of the event, date-date

Place xxxxx

The Operational Agreement is entered into on the basis of Sublease Contract, no. **xxxxxxxxxxxxx**

Pursuant to the applicable provisions of the Sublease Contract this Operational Agreement is the binding specification of the Sublease Contract that is bilaterally approved. The obligations resulting from it are equivalent to the obligations of the Sublease Contract.

Sublessee:

Company Name

Company ID: xxxxxxxxxxxxxxxx

Lessee:

Výstaviště Praha, a.s.

I. General provisions

1. The Sublessee orders all works and services exclusively at the authorized employee of the Lessee, always within the scope of this Operational Agreement, or by additional written orders. Only the authorized employee of the Lessee hands over orders to the Lessee's subcontractors unless otherwise expressly agreed in writing by the contracting parties in advance.
2. The Lessee and its subcontractors secure the performance of these works and services.
3. All services listed below are charged to the Sublessee. The Sublessee will pay them on the basis of invoices issued by the Lessee.
4. By the deadlines according to this Operational Agreement the Sublessee shall provide all necessary documents and supporting documents.

II. Basic information, time schedule, premises and areas

Authorized employee of the Lessee: XXX tel.: +420 xxx xxx xxx
 Authorized employee of the Sublessee: Name Surname tel.: +xxx xxx xxx xxx

Leased areas and premises: Right Wing, Middle Hall, foyer of The Industrial Palace

Time schedule:

The pavilions will be unlocked and locked according to the timetable for firefighters.

	Date	Time		Notice:
Assembly	xx. xx. xxxx	xx:xx	xx:xx	
Event	xx. xx. xxxx	xx:xx	xx:xx	
Event	xx. xx. xxxx	xx:xx	xx:xx	
Disassembly	xx. xx. xxxx	xx:xx	xx:xx	

In the event of changing the above-mentioned schedule, the working time of the operational services will be adjusted. The Sublessee is obliged to announce the changes always by 12.00 hours at the latest, unless agreed otherwise.

Date of hand-over of the premises to the Sublessee: xx. xx. xxxx at xx:xx hours
 Date of hand-over of the premises back: xx. xx. xxxx at xx:xx hours

III. Services

1. AREAS AND PREMISES PLANS:

AREAS AND PREMISES PLANS – plans for the placement of expositions, interior furniture and other equipment will be submitted for their approval at the latest before the commencement of the assembly, as of: xx. xx. xxxx.

WATER, WASTE AND ELECTRICAL CONNECTION PLAN – with a precise breakdown of connections number and KW capacities will be handed over before the assembly commencement as of: xx. xx. xxxx.

2. SUPPLY OF WATER, ELECTRIC ENERGY, HEAT, DISTRIBUTION

WATER AND WASTE DISTRIBUTION shall be provided by the Lessee at the cost of the Sublessee.

OWN CONNECTION OF THE MAIN SUPPLIES TO THE DISTRIBUTION NETWORK will be provided by the Lessee.

INDIVIDUAL ELECTRICITY CONNECTIONS shall be provided by the Lessee at the cost of the Sublessee.

ELECTRICAL DISTRIBUTION CABLES at the individual exhibitions shall be provided by the Sublessee.

The electrical maintenance service is available on tel. no.: 770 183 899

The Sublessee orders the REVISION REPORT of the individual exhibitions at the Lessee.

REVISION REPORT OF THE MAIN ELECTRICITY SUPPLIES shall be provided by the Lessee.

HEAT supply is provided by the Lessee at the cost of the Sublessee. The heating will be carried out on the basis of the agreement of the Sublessee with the Lessee's authorized employee taking into consideration the outdoor climatic conditions. Before the commencement and after the termination of the event, meter readings will be taken, the price is included in the rental amount.

	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx	
Electrician	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx
Plumber	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx
Heating technician	xx:xx									xx:xx

3. ORGANIZERS – x to x persons

	persons	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Place		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	

During the opening of pavilions, all emergency exits must be opened for safety reasons.

4. FIRE PROTECTION, FIREMAN GUARDS – x person/s for the whole period of the lease

	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Place	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	

The Sublessee is obliged to comply with Regulation no. 15/2003 Coll. of the Capital City of Prague.

PREMISES PLAN or RASTER OF EXHIBITION PLACES or the fire and safety regulations taking the real situation into account were submitted by the Sublessee for approval on xx. xx. xxxx.

5. SECURITY GUARD

After the pavilions are locked, the fire patrol also assumes responsibility for security.

6. GROUNDS MANAGEMENT

	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Production Assistant	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	

7. PARKING AND ENTRANCE INTO THE PREMISES

PARKING CARDS AND ENTRANCE PERMITS – xx pcs for free

Výstaviště Praha, a.s.
Výstaviště 67, 170 00 Praha 7

www.vystavistepraha.eu
vystaviste@prahaexpo.cz

Company ID: 25649329
Tax ID: CZ25649329

PARKING LOT – at the Right wing (PK), Left wing (PK) and the swimming pool
 ENTRANCE TO THE PREMISES – only with entrance permits

8. FIRST-AID SECTION

Date	Time	
xx. xx. xxxx	xx:xx	xx:xx
xx. xx. xxxx	xx:xx	xx:xx
xx. xx. xxxx	xx:xx	xx:xx
xx. xx. xxxx	xx:xx	xx:xx

9. CASH REGISTER

Not required by the Sublessee.

10. CLOAKROOM

	Number of persons	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Cloakroom in the Right wing (PK)		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Cloakroom in the Left wing (LK)		xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	

11. EXHIBITION AREAS CLEANING

	Type of cleaning	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Place	general	xx:xx	xx:xx									
Place	continuous	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
Place	continuous	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
place	general									xx:xx	xx:xx	

12. GARBAGE COLLECTION

container 8 m³ – x pcs at the delivery gate
 container 1,100 l – x pcs at

13. WC OPERATION

Type of cleaning	xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		xx. xx. xxxx		Notice
Delivery of hygienic material	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	
WC service	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	xx:xx	

14. TELEPHONE, INTERNET CONNECTING

1 pcs internet – shared, private IP address/1 pcs internet – unshared, public IP address

15. OTHER SERVICES

XX

IV. Conclusion

This Operational Agreement is made in 2 copies, of which 1 will be retained by the Sublessee and 1 will be received by the Lessee. Amendments and agreements may only be made in writing, signed by both contracting parties.

The agreement is valid and effective on the date of its signing by both contracting parties.

In Prague on

In Prague on

For the Lessee:

For the Sublessee:

Appendices:

No. 1 Plan of the Subject of the Sublease, roads and parking places

.....
Tomáš Hübl
Chairman of the Board of Directors
Výstaviště Praha, a.s.

.....
Name
Position
Company

.....
Ing. Jan Stanko
Member of the Board of Directors
Výstaviště Praha, a.s.

.....
Name
Position
Company