# CONTRACT ON COOPERATION

Entered into pursuant Section 1746 par. 2 of the Act No 89/2012 Coll., Civil code, as amended, between the following contractual parties:

**FNC Technology Co., Ltd.**

**Registered office at: Heungdeok IT Valley Bldg. 32F, 13, Heungdeok 1-ro, Giheung-gu, Yongin-si, Gyeonggi-do, 16954, Korea**

**Business Registration No: 119-81-39996**

**Represented by: Byung Chul Lee, President**

on one side,

(hereinafter as the “**FNC”**)

and

**Prague Spring, o. p. s.
Registered office at**: Hellichova 18, 118 00 Praha 1
**ID No**: 25773194,
**Tax ID No**: CZ 25773194
Entered into the Publicly Beneficial Association Register maintained by the Municipal Court in Prague under the file No O 143
Represented by: MgA. Pavel Trojan, Director
Bank connection: Česká spořitelna, a.s., account No: 77 55 55 22/0800,
on the other side,

(hereinafter as the “**Prague Spring”**)

(together hereinafter also as the “**Contractual parties**”)

(hereinafter as the “**Contract**”)

**I.**

**Subject matter**

1. The Prague Springis the exclusive organizer of the event called “Mezinárodní hudební festival Pražské jaro 2025” (“Prague Spring International Music Festival 2025”), which will take place from 12 May 2025 to 3 June 2025 (hereinafter as the “**Festival**”) within which a separate “Partner koncertu” (“Concert Partner”) will be held for the FNC. FNC will use this event to promote and present its company whereas the Prague Spring will enable this promotion and presentation under the conditions set hereinunder.

**II.**

**Obligations of the Contractual parties**

The Prague Spring is obliged to the following:

1. In conformity with Art. III. point d) of the Formation Deed of the publicly beneficial association Prague Spring on providing the possibility to exercise rights:
2. To enable the FNCpresentation of its name, logo and other promotional materials or marking with the name “Partner koncertu Pražského jara 2025” (“Concert Partner of the Prague Spring 2025”) in connection with the concert to be held on 29 May 2025 as the part of the Festival in the Smetana Hall of the Municipal House (hereinafter also as the “**Partner Concert**”);
3. To enable the FNC to use the registered verbal trademark “Pražské jaro”, “Prague Spring” and the registered graphic trademark “f” (Trademark certificates issued by the Industrial Property Office of the Czech Republic under No: 169501 from 20. 03. 1992 CZ and 253998 from
28. 4. 2003 CZ, 205383 from 20. 10. 1995 CZ and 253997 from 20. 09. 2002 CZ, 202812 from
26. 8. 1997 CZ and 253995 from 28. 4. 2003 CZ) in connection with the “Partner Concert”;
4. The FNC may use the promotions referred to in a) - b) of this paragraph from the date this Contract is signed by both Contractual parties until 31 August 2025. Such use will not exceed the framework of this Contract and shall be carried out in such a manner that the Prague Spring will not suffer any material or non-material damage nor will suffer its goodwill. The FNC is not entitled to assign the rights to use the trademarks, name and/or logo of the Prague Spring to any other person, even if affiliated in group or otherwise, and is obliged to notify the Prague Spring if it suspects that any of the Prague Spring’s trademarks is being misused by another person
or entity.
5. In conformity with Art. III. point a) of the Formation Deed of the publicly beneficial association Prague Spring on access to and mediation of artistic values:
6. To supply the FNC with xxx copies of the catalogue of the International Music Festival Prague Spring 2025 by 29 May 2025, and to enable the FNC to purchase additional catalogues at a price of CZK xxx per piece in the number according to the specifications and needs of the FNC;
7. To deliver to the FNC xxx pieces of category 1 honorary tickets for the “Partner Concert” by
29 May 2025; the FNC can ask for xxx pieces of category 2 or 3 tickets for the “Partner Concert” until 9 April 2025; all these tickets will be delivered electronically or handed over in person
as agreed between the Contractual parties;
8. To organize a social gathering within the framework of the “Partner Concert” in the representative premises of the Municipal House, including all catering arrangements as agreed with the FNC.
9. To deliver to the FNC invitations for the following concerts of the Prague Spring International Music Festival 2025:
	1. Opening Concert, 12 May 2025
	2. Boston Symphony Orchestra, 14 May 2025
	3. Chicago Symphony Orchestra, 20 May 2025
	4. Closing Concert, 3 June 2025

Each of the above-mentioned invitations include: xxx tickets for the concert, free concert programme brochures, xxx invitation cards for the social gathering.

1. In conformity with Art. V. point d) of the Formation Deed of the publicly beneficial association Prague Spring on complementary activities:
2. To arrange for the complete production of the printed materials listed in the table in par. 7
of this Article at its own expense;
3. To arrange for the visibility and graphic legibility of the FNC logo (logotype) on the project prints listed below, taking into account the possibilities of the specific format. Visibility and graphic legibility shall mean, in particular, that the size of the display of the logo is such that all text components of the FNC logo are legible to the naked eye from a distance appropriate to the format (size) of the relevant print. Only the graphic design of the logo provided by the FNC to the Prague Spring in the official manual shall be used;
4. To submit to the FNC for approval and subsequent proofreading all materials where the logo, i.e. the FNC brand and logotype, will be featured. Consent to the method of presentation and graphic representation of the logo shall be certified by xxx e-mail: xxx. The Prague Spring is not entitled to publish the FNC logo without this written consent, unless the following applies. The FNC undertakes to respond to the request for such consent within 2 working days. If the Prague Spring does not receive a response within this period, the FNC shall be deemed to have given its consent to the proposal.
5. The Prague Spring guarantees to FNC that the use of its logo and the aforementioned promotional materials will not contravene Czech law and will not infringe the rights of third persons. In the event of a violation of Czech law or third-persons’ rights, the Prague Spring shall be obliged to make the necessary efforts to remedy the defective condition and to compensate the FNC for damages resulting therefrom.
6. The Prague Spring is entitled to use the FNC logo only for the purposes of performance of this Contract and under the conditions set hereunder. The Prague Spring is not entitled to assign the right to use the FNC logo to any other person and is obliged to notify the FNC if it suspects that another person is misusing the FNC registered trademark.
7. The consent to use the FNC logo under this Article is bound for the Contract duration period at the maximum; the part of this Article stipulating the right of the Prague Spring to use the FNC logo forms a separate part of this Contract, which may be terminated in writing by either Contractual party with the effect immediately upon delivery of written notice of termination to the other Contractual party, and that without affecting any other provisions hereunder. The Prague Spring shall be obliged in such case to take immediate measures to prevent any infringement of the FNC's copyrights.
8. The Prague Spring undertakes to present the FNC logo in media and printed materials at its own expense. The FNC logo will be published primarily online on the Prague Spring's website and on the Prague Spring's official social media accounts on Facebook and Instagram, as well as in printed materials issued by the Prague Spring and on electronic and other panels and screens in the area of Rudolfinum and Municipal House in Prague. Specifically, the Prague Spring undertakes to publish the FNC logo in the following ways (including the expected number of views or copies):

|  |  |  |
| --- | --- | --- |
|  | **Date** | **Numbers** |
| **ONLINE** |  |  |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| **PRINT** |  |  |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| **VENUES** |  |  |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |
| xxx | xxx | xxx |

**III.**

**Price and payment terms**

1. FNC undertakes to pay the Prague Spring a total amount of CZK xxx (in words xxx CZK) excluding VAT for the provision of performance under Article II hereunder
(hereinafter as the “Price”). The Price consists of the following:
2. For the performance under Article II. par. 1) hereunder will the FNC pay the amount of CZK xxx (in words xxx CZK), excluding VAT.
3. For the performance under Article II. par. 2) hereunder will the FNC pay the amount of CZK xxx (in words xxx CZK), excluding VAT, of which the catalogues are worth CZK xxx (in words xxx CZK).
4. For the performance under Article II. par. 3) hereunder will FNC pay the amount of CZK xxx (in words xxx CZK) excluding VAT; the VAT at the applicable statutory rate will be added (i.e. 21 % as of the date of this Contract).
5. Payment of the Price by the FNC will be made in two instalments, based on separate invoices issued by the Prague Spring under this Contract. Specifically, the FNC shall pay as follows: (i) CZK xxx, excluding VAT, within 15 days after the signing of the Contract, and (ii) CZK xxx, plus VAT, within 14 days after the end of the Festival.
6. The Contractual parties agree that if the Partner Concert cannot be performed in full format, i.e. with the presence of the audience without any limitation of their standard number for any reason,
the obligation of the FNC to pay shall be bound to xxx of the agreed total Price.
7. All invoices issued under this Contract shall fulfil the requirements of a tax document in accordance with the provisions of Section 29 of Act No 235/2004 Coll., on Value Added Tax (VAT Act),
as amended.
8. Should there arise an obligation of the FNC from suretyship in favour of the Prague Spring’s tax administrator within the meaning of Section 109 of the VAT Act, the FNC is entitled to pay the amount of the VAT determined for the Prague Spring directly to the account of the respective tax administrator in accordance with Section 109a of the VAT Act. In the event that the FNC pays the VAT for the Prague Spring in this way, the FNC is obliged to pay the Prague Spring only the agreed Price for the duly carried out performance hereunder in the amount after deduction of the VAT paid directly to the account of the respective tax administrator. The payment of the amount of the VAT directly to the respective tax administrator and of the agreed price net of VAT to the Prague Spring shall terminate the FNC's obligation to pay the Price to the Prague Spring.
9. In the event that the FNC pays the entire price including the VAT to the account of the Prague Spring and the Prague Spring’s tax administrator proceeds to claim the performance of the suretyship obligation from the FNC in accordance with Section 109 of the VAT Act, the Prague Spring
is obliged to pay the relevant amount paid by the FNC to the respective tax administrator
as a suretyship obligation without delay in favour of the FNC. If the Prague Spring fails to pay to the FNC the amount of the suretyship paid as aforesaid, the FNC shall be entitled to set off the claim
so incurred against any other liability arising under this or any other contract concluded between
the FNC and the Prague Spring.

**IV.**

**Clause on the use of the trademark FNC**

1. On the basis of a group agreement with the owner of the FNC registered trademark, the FNC
is entitled to grant consent to use the FNC registered trademark in text and graphic form to third parties as its business partners in the course of its business activities.
2. Under this clause, the FNC grants consent to the use of the registered trademark FNC to the Prague Spring. This consent entitles the Prague Spring only to use the FNC trademark for the purpose
of promoting the FNC in accordance with this Contract. The Prague Spring is not entitled to assign the right to use the trademark to any other person and is obliged to notify the FNC if it suspects
that the FNC trademark is being misused by another person or entity.
3. Consent to use the FNC trademark under this clause shall be granted for a period not exceeding
the term of duration of this Contract; this clause constitutes a separate part, which may be terminated in writing by either Contractual party with the effect immediately upon delivery of written notice
of termination to the other Contractual party, and that without affecting the other provisions
of the Contract. The Prague Spring shall be obliged in such case to take immediate measures
to prevent infringement of the FNC's copyrights.

**V.**

**Withdrawal from the Contract**

1. The FNC shall have the right to withdraw from the Contract immediately if the Prague Spring:
2. Becomes unable to perform under this Contract, in particular with respect to the provisions
of Article II. hereunder;
3. Fails to comply with the FNC's instructions regarding the use of its registered trademark.

1. The Prague Spring shall have the right to immediately withdraw from the Contract, if:
2. Due to the FNC's inaction, the payment of the Price under this Contract is delayed for more than 1 calendar month;
3. The FNC fails to comply with the Prague Spring's instructions regarding the use of its registered trademarks.

**VI.**

**Further arrangements**

1. For further communication, xxx is authorised by the FNC and xxx
by the Prague Spring.
2. Delivery details for the tax document (invoice): xxx;
3. The Contractual parties shall not commit, allow, authorize or permit, any action in connection with the negotiation, closing or performance of this Contract that would cause the Contractual Parties
or their affiliated companies to violate any applicable anti-corruption or anti-bribery laws
or regulations. This obligation applies in particular to illegal payments, including facilitation payments to government officials, representatives of public authorities or their partners, families
or close friends.
4. Each Contractual party agrees that it will not offer, give or commit to give, to any employee, representative or third party acting on behalf of the other Contractual party, or accept or commit
to accept from any employee, representative or third party acting on behalf of the other Contractual party, any improper gift or benefit, whether monetary or otherwise, with respect to the negotiation, closing or performance of this Contract.
5. Each Contractual party shall promptly notify the other Contractual party if it becomes aware
of corruption or has a specific suspicion of corruption with respect to the negotiation, conclusion
or performance of this Contract.
6. The Contractual parties undertake to act in accordance with competition law and its rules
in the conclusion and performance of this Contract and to this end declare that:
7. This Contract does not contain any provision that would violate or threaten competition law
or its rules by the Contractual parties or their affiliates;
8. As a result of the negotiation/performance of the Contract, there will be no action that would lead to eliminating or reducing market risk in relation to the Contractual parties' competitors;
9. As a result of the negotiation/performance of the Contract, there will be no action that would
or could lead to discrimination against other business partners or suppliers.
10. Notwithstanding any other termination provisions of this Contract, the Contractual parties shall
be entitled to terminate this Contract by giving notice with immediate effect in the event that the other Contractual party engages in conduct that damages or jeopardizes the goodwill of the affected Contractual party. Such conduct includes, but is not limited to, endorsement or justification
of aggressive war, genocide, slavery, suppression of the rights of persons on the basis of their membership of a particular group or minority, support for any entity carrying out or promoting such acts, as well as violations of international or national sanctions. If the affected Contractual party exercises this right, this Contract shall terminate with effect upon delivery of written notice
to the other Contractual party. The Contractual parties clarify that the right to terminate the Contract for this reason belongs only to the party affected.
11. The Contractual parties shall also have the option to immediately terminate the cooperation according to the preceding paragraph in the event that the other Contractual party grossly violates legal regulations or provisions of this Contract on competition rules, prohibition of corruption,
or intellectual property rights of the affected Contractual party in connection with the performance of this Contract. The Contractual parties clarify that the right to terminate the Contract for this reason belongs only to the party affected.

**VII.**

**Closing provisions**

1. The Contractual parties hereby declare that they have the legal personality and full contractual capacity to enter into and be bound by this Contract.
2. The Contractual parties agree that the contractual relations under this Contract shall be governed
by Act No 89/2012 Coll., the Civil Code, as amended.
3. This Contract shall enter into force on the date of signature by both Parties.
4. All changes and amendments to this Contract must be made in the form of written numbered amendments with the consent of both Contractual parties.
5. If any provision of this Contract becomes invalid or ineffective for any reason, the validity of the Contract as a whole shall not be affected. The Contractual parties shall endeavour to agree
on a provision which will, to the maximum extent possible, correspond to the purpose
of the provisions which have become invalid.

In Prague, on 28 March 2025

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**Byung Chul Lee**  **MgA. Pavel Trojan**

**President** Director

**FNC Technology Co., Ltd.**  Prague Spring, o.p.s.

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**xxx xxx**