

## **Sublease Contract for the exhibition *Svět očima Rubense, 5. 1. – 5. 5. 2018***

Contract number: VYST/2017/017

entered into between the following entities

### **Výstaviště Praha, a.s.**

Having its registered office at: Výstaviště 67, Bubeneč, 170 00 Praha 7  
Company ID No.: 25649329  
Tax ID No.: CZ25649329  
Bank: xxxxxxxxxxxx  
Account number: xxxxxxxxxxxx  
Registered in the Companies Register administrated by the Municipal Court in Prague under the file number B 5231  
Represented by: Ing. Pavel Kláška, Chairman of the Board of Directors  
Mgr. Karel Klíma, Vice-chairman of the Board of Directors

(hereinafter referred to as the “**Lessee**” in this Contract) as one party

**and**

### **VšĮ „Tarptautinė pramogų kompanija“**

Having its registered office at: Verkių g. 1-29, Vilnius LT- 08218, Lithuania  
Company ID No.: 303917861  
Tax ID No.: LT100009286517  
Bank: xxxxxxxxxxxx  
Account number: xxxxxxxxxxxx  
IBAN: xxxxxxxxxxxx  
xxxxxxxxxxxx  
xxxxxxxxxxxx  
SWIFT: xxxxxxxxxxxx  
Registered in the Companies Register administrated by the State Enterprise of Registers  
Represented by: Ivanas Ziaziulia, executive director

(hereinafter referred to as the “**Sublessee**” in this contract) as the other party

Collectively hereinafter referred to as the “**Contracting Parties**”

## **I**

### **Subject Matter and Purpose of the Contract**

- 1.1.** The Lessee represents that under a lease contract entered into with the Capital City of Prague on 23 September 2014, as amended by all its amendments, the Lessee is entitled to grant a third party the right to use the plots of land and the buildings, which comprise the site of the Prague Exhibition Grounds Holešovice (hereinafter referred to as the “**Exhibition**”) and which are registered in the Land Registry, administrated by the Land Registry Office for the Capital City of Prague, Land Registry Worksite for Prague city, on the Certificate of title for the Capital City of Prague, or any parts thereof.
- 1.2.** The Sublessee represents that the Sublessee is licensed to carry out the activity relating to the purpose of this Contract. The documents on the legal personalities of the contracting parties are contained in **Schedule 1** to this Contract.

- 1.3.** The subject matter of this Contract is to grant the right to use the indoor premises and outdoor areas on the site of the Exhibition specified below, serving business purposes, (hereinafter referred to as the "Sublease") for the purpose of organising an exhibition titled **Svět očima Rubense** (hereinafter referred to as the "Event"), and to define other related provisions governing the mutual relations of the contracting parties. The Nomenclature of event set out in **Schedule 2** to this Contract.
- 1.4.** The Sublessee represents that the Sublessee acquainted themselves with the condition of the subject matter of the Sublease and that the Sublessee finds it fit to be used for the purposes defined in this Contract.

## II

### Subject Matter of the Sublease

**2.1. Indoor premises:**

The Sublessee will use the premises specified below:

<b>Name of the area:</b>	<b>scope / m<sup>2</sup></b>
Křižík pavilion C	844 m <sup>2</sup>

**2.2. Offices:**

The Sublessee will use the rooms in Křižík pavilion C

**2.3. Other Areas and Premises:**

The Sublessee does not request any.

**2.4.** The plan of the subject matter of the Sublease forms **Schedule 3**, which is an integral part of this Contract.

## III

### Dates of the Sublease

- 3.1.** In order to avoid any doubts, the parties to this Contract state that the starting date (the commencement date) of the Sublease is 19. 12. 2017 and the ending date is 10. 5. 2017.
- 3.2.** Contracting parties by mutual agreement following consultations classifying the subject Matter of the sublease will be used for the purpose of event as follows:

Premises:	Set up:	Event:	Removal:
Křižík pavilion C	From 19. 12. 2017, from 8:00	From 5. 1. 2018, 10:00 until 5. 5. 2018, 20:00	Until 10. 5. 2018, 20:00 hours

- 3.3.** Opening hours of the event for the public: 10:00 – 20:00  
Days for the public: open daily

## IV

### Amount of Sublease Rent and Terms of Payment

- 4.1.** The Sublessee agrees to pay the Lessee the amounts stated in the following provisions for the subject matter of the Sublease.

- 4.2. The rent for the sublease specified in Article II, clause 2.1. has been set by agreement of the contracting parties at **CZK xxxxxxxxxxxx,-** (in words: xxxxxxxxxxxx Czech Crowns).
- 4.3. The rent for the sublease stated in Article IV, clause 4.2. will be paid by the Sublessee according to an invoice from the Lessee as follows:  
**100 % amount CZK xxxxxxxxxxxx,- + VAT in the amount defined by the law**  
The Lessee reserves the right to deny the Sublessee access to the site of the Exhibition if the aforementioned sublease rent is not paid by the Sublessee in time.
- 4.4. The price of services is not included in the sublease rent and is defined by the Price List of Services, which forms **Schedule 4** to this Contract. The quantity of services to be consumed will be specified in the **Operational Agreement**, which must be signed no longer than 7 days before commencement of the sublease, according to Article VI, clause 6.2 **the Operational Agreement** will be an integral part of this Contract.

The price of utilities (heating, water and sewage rates) is not included in the sublease rent. The quantity of utilities to be consumed will be specified in the special agreements – Contracts for the supply of electricity, water and sewage rates and heating energy, which will specify conditions for supply, the method of measuring, metering systems, energy and heating billing.

- 4.5. Not later than 7 calendar days before commencement of the event, the Sublessee will pay an amount of CZK representing **xx %** of the expected consumption of utilities and services + VAT in the legally defined amount based on an advance invoice from the Lessee. The final amount for utilities and services will be paid by the Sublessee at the final settlement, which will be carried out based on an invoice from the Lessee within 15 days after the end of the Event. If the advance payment for the expected consumption of utilities and services is not made within the specified time limit, this Contract will be null and void. The Lessee reserves the right to deny the Sublessee access to the site of the Exhibition if the Sublessee fails to make the advance payment for the expected consumption of utilities and services.
- 4.6. All the prices, which are stated in this Sublease Contract, are without VAT, unless provided otherwise. The invoices from the Lessee will contain VAT pursuant to the provision of Section 56a(3) of the Value Added Tax Act No. 235/2004 Coll., as amended, and the Sublessee is obliged to pay them to the Lessee.
- 4.7. The Sublessee agrees that if the Sublessee fails to pay the rent for the sublease, including the payments for services and utilities, duly and in time, the Sublessee will pay the Lessee a contractual penalty of **xx %** of the outstanding invoiced amount for each day of default. The Sublessee acknowledges that in addition to this, if the Sublessee fails to pay the sublease rent, including the payments for services and utilities, duly and in time, the Lessee will be entitled to claim the interest on late payment defined by the law from the Sublessee. This is without prejudice to the Lessee's right to receive compensation for the damages suffered.
- 4.8. The Sublessee agrees to deposit a financial security **in the amount of CZK xxxxxxxxxxxx** (hereinafter referred to as the "Security"), to the Lessee's account stated in the heading of this Contract (the identification code of the payment will be the number of the invoice issued) within no longer than 7 days before commencement of the Exhibition, for payment of any Lessee's claims against the Sublessee arising from this Contract, including compensation for possible damages caused to the subject matter of the sublease during the Event. If the Lessee uses the Security referred to in this provision to settle any debt owed by the Sublessee to the Lessee, the Sublessee will be obliged to restore the full amount of the

Security at the Lessee's request within a time limit of 10 days from the date of delivery of the written request by the Lessee. After all the Sublessee's obligations to the Lessee are settled hereunder, the Lessee will return the Security, without any accrued interest, or its remaining part to the Sublessee's account, which is stated in the heading of this Contract, and will do so within a time limit of 3 weeks. The parties agree that the interest on the Security does not belong to the Sublessee.

- 4.9. The Contracting Parties agree that any amount paid by the Sublessee to the Lessee hereunder will preferentially be used to settle the claims with the oldest due dates, while complying with the principle that payment of the Security has priority over payment of interest on late payment at all times.

## V

### **Basic Terms and Conditions of the Contract**

- 5.1. Name of the Event: **Svět očima Rubense**
- 5.2. Nature of the Event (the purpose of the Sublease): exhibition
- 5.3. Organiser of the Event: VšĮ „Tarptautinė pramogų kompanija“
- 5.4. On the site of the Exhibition Grounds, including the subject matter of the Sublease, the Sublessee is obliged to comply with all the requirements (for example, the requirements for storage, maintenance of order and public health, for complying with the smoking band, etc.) concerning the occupational health and safety, the environmental protection and the fire protection (hereinafter also referred to as the "OHS"), defined by the valid legal and other regulations. The Sublessee particularly undertakes to comply with all the valid fire protection regulations – Act No. 133/1985 Coll., as amended, Ordinance No. 246/2001 Coll., Ordinance 23/2008 Coll. and the Code of Fire Protection and Electronic Standards. The Sublessee is responsible for making sure that the applicable parts of these regulations and OHS regulations are complied with on the subleased premises. The Sublessee is also obliged to comply with sanitary standards, regulations and bylaws and other generally binding rules of law. If the event of their breach, the Sublessee will be liable for the caused damages or other claims. The Sublessee is obliged to proceed in such a way so that fire or some other damaging event does not occur.
- 5.5. The Sublessee is obliged to comply with the valid operational safety regulations on the site of the Exhibition Grounds, which is to find on website:  
<http://www.vystavistepraha.eu/o-vystavisti/platne-predpisy/provozni-rad/>
- 5.6. The Sublessee is obliged to provably acquaint the participants of the Event organised by the Sublessee, i.e. the Sublessee's contractors and the exhibitors and their subcontractors, with the valid operational safety regulations applicable to the site of the Exhibition Grounds.
- 5.7. The Sublessee was given the information on the interaction of risks on the site of the Exhibition Grounds, which is to find on website:  
<http://www.vystavistepraha.eu/o-vystavisti/platne-predpisy/informace-o-rizicich/>
- 5.8. The Lessee is entitled to check the condition of the subject matter of the Sublease on the terms defined in this Contract and is entitled to check, to a reasonable and purposeful extent, the usage of the subject matter of the Sublease by the Sublessee hereunder and the exercise of the rights and performance of the obligations arising from this Contract. The

Lessee is entitled to carry out such inspection of the usage of the subject matter of the Sublease and the exercise of the rights and performance of the obligations arising from this Contract either on their own or through an inspection authority or an inspector, provided that the Lessee gives a written notice to the Sublessee of their intention to carry out the inspection, including the scope and purpose of the inspection, at least 12 hours before the planned inspection, unless the contracting parties agree otherwise. The Sublessee agrees to provide the Lessee with all the source materials that are available to the Sublessee and that relate to the usage of the subject matter of the Sublease hereunder and to the exercise of the rights and performance of the obligations arising from this Contract for the purpose of the inspection referred to in this clause, as well as to allow access to all the subleased premises and to all the subleased areas. Unless the contracting parties agree otherwise, the Sublessee will be entitled to appoint a professionally qualified representative of the Sublessee who will be present at such inspection. If the Sublessee does not use this right, the Sublessee will not be entitled to raise objections against the results of such inspection for that reason. During an inspection, the Lessee will be obliged to comply with the provisions of generally binding laws and operational regulations, particularly as concerns safety and sanitary measures, and will be obliged to proceed in such a way so that the Lessee does not jeopardise or limit, without any serious reason, the exercise of the Sublessee's rights and performance of the Sublessee's obligations arising from this Contract or from the generally binding laws.

- 5.9.** Unless this Contract provides otherwise, the Lessee is entitled to request that defects present in violation of this Contract, decisions of governmental authorities or generally binding laws and discovered during an inspection referred to in clause 5.8. hereof be removed in an adequate manner and within an additional reasonable time limit. The Lessee is also entitled to request that a situation, which is in violation of this Contract, the decisions of water management or other governmental authorities or generally binding laws, be removed within an additional reasonable time limit.
- 5.10.** If the Sublessee fails to remove the situation or the defect referred to in clauses 5.8. and 5.9. hereof and if there is danger in delay, the Lessee will be entitled to ensure rectification even through third parties and will be entitled to claim payment of such purposefully expended costs from the Sublessee. The Sublessee is obliged to provide the Lessee with the necessary cooperation.
- 5.11.** The Lessee or, as the case may be, a person authorised by the Lessee is entitled to enter all the premises and parts of the subject matter of the Sublease hereunder for the purpose of carrying out construction and other works and deliveries only after giving the Sublessee a prior written notice of the date, place and purpose of such an entry. The Sublessee is obliged to allow the Lessee or the person authorised by the Lessee as well as the person carrying out such works to have such access, unless it is in contravention of the generally binding laws. When entering the premises, which are a part of the subject matter of the Sublease hereunder, the Lessee or, as the case may be, the person authorised by the Lessee is obliged to comply with the provisions of generally binding laws and operational regulations, particularly in relation to safety and sanitary measures, and to proceed in such a way so that the Sublessee's operational activity is not disrupted without the consent of the Sublessee.
- 5.12.** The Sublessee is obliged to maintain unobstructed access to the existing restaurant and refreshment facilities, to emergency exits, to the technical means of fire protection and to electric switchboards.

- 5.13.** The Sublessee will accept the subject matter of the Sublease from the Lessee under a "Report on Acceptance of Premises/Areas". If both parties agree on some other time of acceptance of the subject matter of the Sublease than the time specified in Article III, clause 3.2. or in the **Operational Agreement**, the Sublessee will not be entitled to a reduction of the sublease rent agreed herein.
- 5.14.** After acceptance of the premises/areas by the Sublessee, documented by a report, the Lessee will not be liable for damages caused to the lives, health or property of the Sublessee, the Sublessee's employees, the persons acting under authorisation from the Sublessee, the Sublessee's business partners, the participants of and visitors to the Event. The Sublessee bears exclusive responsibility for protecting all of the Sublessee's property situated in the subject matter of the Sublease (in the subleased areas) from loss, damage or destruction and for insuring such property at the Sublessee's own expense. The Lessee is not liable for any theft of any part of the Sublessee's property situated in the subject matter of the Sublease (in the subleased areas) and is not liable for any other damages that may be suffered by the Sublessee, the Sublessee's employees, the persons acting under authorisation from the Sublessee, the Sublessee's business partners, the participants of and visitors to the Event in connection with the use of the subject matter of the Sublease, except for the cases that occurred provably through the Lessee's fault.
- 5.15.** The Sublessee is liable for damages to the property and health of the persons, which will occur in causal nexus with performance of Sublessee's activity in the subleased areas and on the subleased premises.
- 5.16.** The Sublessee is obliged to proceed in such a way so that damage is not caused to the subject matter of the Sublease as a result of the use of the subject matter of the Sublease by the Sublessee, by the Sublessee's authorised employees, by persons acting under authorisation from the Sublessee and by the participants and visitors to the Event. The Lessee holds the Sublessee liable for all the damages caused to the subject matter of the Sublease during the term of the Sublease and in connection with the Sublease, regardless of whose fault the damages are. The Sublessee agrees that if defects or damages are caused to the condition of the subleased premises through the fault of the Sublessee, the Sublessee's employees, the persons acting on behalf of the Sublessee and the participants of the Event, then the Sublessee will remove the damages at the Sublessee's own expense, unless agreed otherwise with the Lessee. If the Sublessee fails to remove the damages, the Lessee will be entitled to do so on their own at the expense of the Sublessee. For this purpose, the Sublessee is obliged to enter into an insurance policy for an insured amount that will cover possible damages that may occur in connection with the Event.
- 5.17.** The Sublessee undertakes to take out, in their name and on their account, insurance of liability for damages arising from the Sublessee's operational activities and undertakes to maintain such insurance throughout the term of this Contract in such scope which is the usual scope of such insurance in the EU countries or which is defined by the applicable generally binding laws. Such insurance must be agreed in such a way so that it covers the damages caused to the owner of the plots of land and the buildings, the Sublessee or third parties by any Sublessee's activity performed in connection with the Event or caused by third parties, which provide the Sublessee with any services in connection with the Event. Such an insurance policy will be entered into with an insured amount of at least **CZK xx million** and an excess amounting to a maximum of **CZK xxx thousand**. The Sublessee is obliged to present a copy of the insurance policy to the Lessee not later than when signing the **Operational Agreement**. The copy of the insurance policy will be **Schedule 7** and will form an integral part of this Sublease Contract. If the Sublessee fails to meet this obligation, the Lessee will be

entitled to rescind this Sublease Contract. The Sublessee notes the recommendation that the Sublessee as well as the participants of the Event should enter into insurance policies covering insured accidents caused by force majeure.

- 5.18.** The Lessee is not liable for damages caused to the Sublessee by force majeure (a fire, a flood, an explosion, a storm or a natural catastrophe), interruption in the delivery of electricity, gas and water outside the site of the Exhibition Grounds as well as for damages resulting from the Sublessee's breach of generally binding fire protection and safety by-laws and regulations as well as the fire protection and safety guidelines, regulations and instructions issued by the Lessee. This also applies to the damages caused by visitors or the Sublessee's staff.
- 5.19.** As of the day of termination of the Sublease, the Sublessee is obliged to vacate the premises and areas and to hand the same, vacated, over to the Lessee. If the Sublessee fails to do so, the Lessee will be entitled to vacate the subject matter of the Sublease on their own at the Sublessee's expense
- 5.20.** The Sublessee agrees that if the Sublessee breaches the obligations specified in clause 5.16. and exceeds the term of the Sublease defined in Article III, clause 3.2., the Sublessee will pay a contractual penalty of CZK 10 000 for each started hour of the Sublease to the Lessee. Extension of the term of the Sublease will be stated in the acceptance report; the Lessee will issue an invoice for such extended period of the Sublease and the Sublessee agrees to pay such invoice.
- 5.21.** The Sublessee is obliged to refrain from making any changes to the subject matter of the Sublease without the Lessee's consent.
- 5.22.** The Sublessee is responsible for making sure that alcohol is not served to minors and that distribution or use of any intoxicating substances and drugs is not made possible in the subject matter of the Sublease. The Sublessee will indemnify the Lessee from all damages and losses arising from the Sublessee's failure to comply with this provision.
- 5.23.** The Sublessee agrees that throughout the term of the Sublease, the Sublessee will refrain from advocating violence and religious or racial intolerance and from acting in any other manner that could threaten the morals or damage or endanger the good reputation of the Lessee.
- 5.24.** The Sublessee agrees to indemnify the Lessee from any and all financial amounts, including any penalty or fine, which the Lessee will be obliged to pay to any third party due to the Sublessee's breach of the generally binding laws in connection with performance of this Contract pursuant to a legal regulation or a decision of an administrative or some other authority. If such a case occurs, the Lessee will issue an invoice for the Sublessee and the Sublessee will be obliged to pay such invoice within a time limit of 30 days.
- 5.25.** The Sublessee is not entitled to glue or place posters or other advertising printed materials in any other similar manner on, outside and in the surroundings of the subject matter of the Sublease without the Lessee's written consent. The Sublessee agrees that if the obligation defined in this clause is breached, the Sublessee will immediately remove such posters and advertising printed materials at the Lessee's request at the Sublessee's expense and will compensate the Lessee for the damage caused in this way. If the Sublessee fails to do so after having been requested by the Lessee to do so, the Lessee will be entitled to do so on their own. The Sublessee will be obliged to pay the costs incurred in connection with this to the Lessee according to an invoice to be issued by the Lessee.

- 5.26. The Sublessee is obliged to give a written notice of the Event to the Municipal Office of Prague 7.
- 5.27. The Sublessee is obliged to notify the Municipal Police and the Police of the Czech Republic in Prague 7 – Holešovice of the Event.
- 5.28. Any and all requests from or claims against the Lessee must be submitted by the Sublessee in writing within 30 days after receiving the final bill. Any claims submitted after this period will not be recognised.
- 5.29. If music productions or other productions that are of the nature of a copyrighted work according to the Copyright Act are to take place, the Sublessee will be obliged to enter into a contract with the relevant collective administrator of copyrights and associated rights (such as OSA (Copyright Protection Association), Intergram) in advance and to comply with all the conditions defined by the Copyright Act No. 121/2000 Coll.
- 5.30. In the event of a flood risk, the Sublessee is obliged to follow the instructions from the Lessee's flood committee.
- 5.31. The Lessee is entitled to deny the Sublessee access to the subject matter of the Sublease, if
- a) the Sublessee uses the subleased premises and area in conflict with this Contract;
  - b) the Sublessee or the persons who use the subleased premises and areas with the Sublessee, including the participants of and visitors to the Event, materially disrupt peace or order in spite of having been given a written warning about this;
  - c) the subleased premises and areas become unfit for the agreed purpose of use (even if not through any fault of the Sublessee).
- 5.32. The Sublessee is obliged to comply with the smoking ban on all indoor premises.
- 5.33. The Sublessee is not entitled to let any other party use the subject matter of the Sublease without the prior written consent of the Lessee. Provisions of previous sentence is not applicable to the case in which part of subject matter of sublease is transfer for using to business partners of Sublessee (f.e. exhibitors, suppliers) within event. The Sublessee is responsible for all damages caused by business partner as he caused the damage.
- 5.34. For breach of an obligation hereunder, beyond the cases specifically defined in this Contract, the Sublessee is obliged to pay the following contractual penalties to the Lessee:
- d) An amount of CZK xxxxxxxxxxxx for using the subject matter of the Sublease in contravention of the purpose of the Sublease;
  - e) If any other obligations defined by this Contract are not complied with, an amount of CZK xxxxxxxxxxxx for each breach for each day during which such a breach exists.
- Payment of a contractual penalty is without prejudice to the Lessee's claim to damages.
- 5.35. The contracting parties agree that the Lessee is entitled to unilaterally change all the regulations and rules concerning the use of the subject matter of the Sublease, which are contained in **schedules** to this Contract. Any change in these regulations and rules will become effective on the 15<sup>th</sup> day after delivery of the amended texts to the Sublessee. If the Sublessee does not agree with the change, the Sublessee is obliged to deliver a written notice of this disagreement to the Lessee within 15 days from the delivery of the amended text of the given **schedule** to this Contract. In that case, the change in the **schedule** to the Contract will not become effective and both parties are entitled to terminate the Contract subject to a



one-month period of notice. If the notice of disagreement is not delivered to the Lessee within 15 days from the delivery of the amended text of the **schedule** to this Contract to the Sublessee, it will be deemed that the Sublessee agrees with the change.

- 5.36.** The contracting parties represent that all the materials, information and contractual documents, which the Lessee supplied to the Sublessee hereunder, in their entirety or individually, have or can have an actual or potential tangible or intangible value and as such are regarded as a subject matter of ownership or intellectual property of the Lessee (hereinafter also referred to as the "**Lessee's Protected Property**"). The Lessee's Protected Property also includes or may include the subject matter of a trade secret.
- 5.37.** The Lessee's Protected Property hereunder does not include information that is known to the general public or that can be legally obtained from a third party or that any contracting party makes available under a law or some other legal regulation or a decision of a court or some other governmental authority.
- 5.38.** The Sublessee agrees that without the prior written consent of the Lessee, the Sublessee will not publish, will not permit publication of, will not disclose to any person and will not use or utilise for any other purpose other than the purpose necessary for performance of this Contract any of the subjects matter or contents of the Lessee's Protected Property in any of the known or future ways of making available or publishing such subjects matter or contents, including, but not limited to, making available or publication via the Internet network or other electronic means of communication (**non-disclosure obligation**).
- 5.39.** The obligation to refrain from disclosing the Lessee's Protected Property under this Article applies to the Sublessee and the Sublessee's employees, agents and other persons, including interrelated persons and entities, throughout the term of this Contract and after its termination and it is not possible to be released from this obligation even if this Contract is terminated early or if it is rendered null and void.
- 5.40.** The Sublessee agrees that if the Sublessee breaches their non-disclosure obligation hereunder, the Sublessee will pay a contractual penalty of CZK 100 000 to the Lessee. The contractual penalty defined in the provision of this clause will be payable without undue delay after the Sublessee receives a written request to pay it. The contractual penalty defined in this clause does not have the nature of a lump-sum compensation for damages, and the Lessee is entitled to claim the damages caused by the breach of the Sublessee's legal obligation in addition to the aforementioned contractual penalty.
- 5.41.** The Sublessee agrees that if the Lessee incurs any damages in connection with the provision of any materials, information and contractual documents hereunder, the Sublessee will compensate the Lessee as the recipient of the promise for any such damages.
- 5.42.** The contracting parties hereby explicitly declare that they understand the possible consequences of the breach of the aforementioned obligations, that the contractual penalties specified herein were agreed according to their free will; they consider them to be mutually balanced and their amounts are adequate to the importance of the subject matter of this Contract in the opinions of both contracting parties and they hereby exclude the right of a court to proportionately decrease the contractual penalty.





- 6.21.** The Lessee will provide heating of the pavilions at the Sublessee's expense. The price of these services is contained in **Schedule 4** to this Contract.

## **VII**

### **Term, Changes and Termination of the Sublease Relation**

- 7.1.** The Contract has been entered into for a period **until 10. 5. 2018**.
- 7.2.** The sublease relation established by this Contract will be terminated:
- a)** By expiration of the term of the Contract;
  - b)** By a written agreement of the contracting parties on termination of the Sublease as of the day, which the parties will agree in this manner;
  - c)** By a written notice of termination or by rescission by one of the contracting parties, which can only be applied in accordance with this Contract or the law.

A notice of termination given in accordance with this Contract will be deemed to have been duly given by sending the notice from a post office or via some other public forwarder to be delivered to the addressee at the addressee's last known address (if in doubt, it will be deemed that it is the address stated in this Contract). The notice of termination will become effective when it is delivered to the other contracting party at the address mentioned in the preceding sentence.

- 7.3.** The Lessee is entitled to terminate this Contract before expiration of the agreed time by giving a written notice with one of these reasons:
- a.** The Sublessee makes default in payment of the sublease rent according to the applicable provisions of this Contract or the Sublessee makes default in payment for the services and utilities according to the applicable provisions of this Contract or the Sublessee fails to restore the amount of the Security at the Lessee's request according to clause 4.8. above;
  - b.** The Sublessee uses the subleased premises and areas in contravention of this Contract;
  - c.** The Sublessee or the persons who use the subleased premises and areas with the Sublessee, including the participants of and visitors to the Event, materially disrupt peace or order in spite of having been given a written warning about this;
  - d.** The Sublessee further sublets the subleased premises and areas or any part thereof;
  - e.** The subleased premises and areas become unfit for the agreed use, either for a reason on the part of the Sublessee or on the part of the owner of the subleased premises – the Capital City of Prague;
  - f.** The Sublessee loses their license to carry on the business relevant to the agreed manner of using the subject matter of the Sublease;

In the aforementioned cases, the period of notice will be 1 day and will start from the date following after the date of delivery of the notice of termination to the Sublessee.

- 7.4.** The Lessee is entitled to terminate this Contract before expiration of the agreed time by giving a written notice also with one of these reasons:

- a. While this Contract is in force and effect there is a change in the legal personality of the Sublessee, which materially changes the terms and conditions of this Contract. A material change of the terms and conditions of this Contract is deemed to be the filing of a petition in bankruptcy against the Sublessee or against the party controlling the Sublessee, the declaration of bankruptcy of the Sublessee or the party controlling the Sublessee, the liquidation of the company of the Sublessee or the party controlling the Sublessee, a transformation of the Sublessee or the party controlling the Sublessee, a change in the objects clause of the Sublessee or the party controlling the Sublessee, or a situation in which the Sublessee loses the license to carry on the business hereunder;
- b. The Sublessee breaches the list of types of items to be present at the Event, which forms an integral part of this Contract as its **Schedule 2**;
- c. The Sublessee materially breaches or, in spite of repeated written warnings from the Lessee, keeps breaching other obligations arising from this Contract, not stated in Article VII, clauses 7.4.

In the aforementioned cases, the period of notice will be 1 day and will start from the date following after the date of delivery of the notice of termination to the Sublessee.

If the Contract is terminated for the reasons stated in clause 7.3. and 7.4., the Sublessee will not be entitled to any compensation for damages or the already expended provable costs or lost profit and will be obliged to pay the Lessee the full agreed sublease rent and the documented costs already incurred by the Lessee.

- 7.5.** The Sublessee is entitled to terminate this Contract before expiration of the agreed period by giving a written notice with one of these reasons:
- a) the premises concerned become unfit for the agreed use not through any fault of the Sublessee;
  - b) the Lessee repeatedly breaches their obligations arising from this Contract;

In the aforementioned cases, the period of notice will be 1 day and will start from the date following after the date of delivery of the notice of termination to the Lessee.

- 7.6.** If the Lessee terminates this Contract for any reason attributable to the Sublessee or if the Sublessee terminates the Contract or reduces the term of the Sublease for any other reason than the reasons stated in this Contract or without giving any reason, the Sublessee will be obliged to pay the following to the Lessee:

25 % of the sublease rent defined in Article IV, clauses 4.2. and 4.5., if a written notice of the termination is given more than 90 days before commencement of the Event;

50 % of the sublease rent defined in Article IV, clauses 4.2. and 4.5., if a written notice of the termination is given between 30 and 90 days before the commencement of the Event;

100 % of the sublease rent defined in Article IV, clauses 4.2. and 4.5., if a written notice of the termination is given less than 30 days before the commencement of the Event.

These amounts will apply even if the size of the ordered area is reduced. The Sublessee will be obliged to pay the cancellation fees even if the Sublessee did not pay any advance invoice or any other invoice.

- 7.7.** The Sublease will also end:
- a)** When the subject matter of the Sublease ceases to exist;
  - b)** When the primary contractual user relation between the Lessee and the Capital City of Prague is terminated.
- 7.8.** The contracting parties may terminate the Contract due to force majeure. The contracting party is obliged to promptly notify the other contracting party of occurrence of a force majeure circumstance in writing. In the event of termination due to force majeure, the Sublessee will not be obliged to pay the sublease rent for the Sublease of the subleased premises and areas or fees for the binding services, specified in this Contract, from the date of documented delivery of a written notice pursuant to this clause. Both contracting parties will settle their mutual relations in a special agreement within 60 days from the date of documented occurrence of the force majeure circumstance.
- 7.9.** It is also possible to rescind this Contract in writing in the cases defined by the generally binding laws, particularly by the Civil Code. In all the cases, the rescission becomes effective on the date of delivery of the written act of rescission to the other contracting party. The contracting parties hereby agree that in the event of rescission of this Contract, the contracting parties will not be obliged to return the considerations to each other, which were provided before the rescission of the Contract. If the Lessee rescinds this Contract for any reason attributable to the Sublessee, the provisions of clause 7.7. will be applied *mutatis mutandis*.
- 7.10.** The Sublessee agrees to pay the Lessee the full amount of increased costs of securing the performance, which the Sublessee was obliged to deliver hereunder, and the costs which the Lessee will incur as a result of early termination of this Contract by the Sublessee or due to reasons on the part of the Sublessee.
- 7.11.** At the moment when a notice of rescission of the Contract is given, all the rights and obligations of the contracting parties arising from the Contract will be terminated. However, rescission of the Contract is without prejudice to the claim to the damages resulting from a breach of the Contract and does not affect the addressing of disputes between the contracting parties and other provisions, which, according to the manifested wills of the contracting parties or due to their nature, are to survive even after termination of the Contract.
- 7.12.** If the Lessee terminates the Contract or the Sublease for any other reason than the reasons stated herein or without giving any reason, the Lessee will not be entitled to payment of the sublease rent from the date of delivery of the notice of termination to the other party or to compensation for the already expended costs and will be obliged to indemnify the Sublessee for all documented expenses, which the Sublessee has already spent on the Event, including provable damages resulting from such termination.
- 7.13.** If the Sublease ends for whatever reason, the Sublessee will be obliged to hand over the subject matter of the Sublease to the Lessee vacated, without defects and in a condition corresponding to the usual wear and tear.

## VIII

### Communication between Contracting Parties

- 8.1.** The Lessee appoints the following person as the person authorised to carry out actions hereunder:  
XXXXXXXXXXXX  
XXXXXXXXXXXX
- 8.2.** The Sublessee appoints the following person as the person authorised to carry out actions hereunder:  
XXXXXXXXXXXX
- 8.3.** Any and all correspondence will be sent in writing to the address of the company's registered office stated in the heading of this Contract, unless some other mail address is stated in the heading of the Contract.
- 8.4.** If there is any change in the address of the registered office, the mail address, the telephone number or the names of the authorised employees, the contracting party will be obliged to promptly notify the other contracting party of this fact in writing.
- 8.5.** A written message can also be delivered by fax or e-mail (electronic mail). The message will be deemed to have been delivered at the moment when the fax machine or the electronic mail system will issue a confirmation on correct transmission and, if such message was sent by e-mail (electronic mail), when a read receipt (manual or automatic) is sent.
- 8.6.** If in doubt, any written document sent within the meaning of the provision of this Article will be deemed to have been delivered on the third day after the post office received the written document duly under this Article. If a fax or an e-mail message is sent before 3:00 p.m. on a working day, it will be deemed to have been delivered on the same day at 3:00 p.m. Otherwise this message will be deemed to have been delivered on the following working day at 8:00 a.m. If the addressee refuses to receive the notice, request or any other communication, it will be deemed that such notice, request or other communication was duly delivered at the moment when its receipt was refused.

## IX

### Final Provisions

- 9.1.** All practices of the contracting parties and all their customs are expressed in this Contract. The contracting parties will not invoke customs and practices of a contracting party, which do not explicitly arise from this Contract.
- 9.2.** When this Contract is construed, the practice established between the contracting parties in legal or business dealings and anything that preceded the entering into this Contract and, as the case may be, the fact that the contracting parties explicitly indicated what content and meaning they attribute to the Contract will be disregarded. The contracting parties hereby confirm that they are not aware of any legal and business customs or business practices hitherto established between them.
- 9.3.** The contracting parties hereby represent that they have had a real opportunity to influence the content of this Contract, including its basic terms and conditions, and therefore it is not an adhesion contract within the meaning of the provisions of Section 1798 et seq. of the Civil Code.

- 9.4.** In order to avoid doubts, the contracting parties explicitly confirm that they are entrepreneurs, that they enter into this Contract as part of their business activities and therefore the provisions of Section 1793 et seq. of the Civil Code on disproportionate curtailment or the provisions of Section 1796 et seq. of the Civil Code on usury will not be applied to this Contract.
- 9.5.** This Contract represents a complete agreement between the contracting parties regarding the subject matter of this Contract and supersedes any and all previous discussions, negotiations and understandings between the contracting parties regarding the subject matter of this Contract. Any manifestation of a contracting party made during the negotiation of this Contract or any manifestation made after entering into this Contract must not be construed in contravention of the explicit provisions of this Contract and does not constitute any obligation of either of the contracting parties. The contracting parties hereby represent that this Contract does not lack any required particular, which either of the contracting parties could consider to be a prerequisite for entering into this Contract.
- 9.6.** This Contract can only be changed and amended by written amendments signed by all contracting parties. Any change in this Contract other than a change in writing is hereby excluded. For this purpose, any exchange of fax, e-mail or other electronic messages will not be considered to be a written form.
- 9.7.** The Sublessee is not entitled to set off any of their claims owed by the Lessee (whether a due claim or a claim that has not yet become due) against any Lessee's claim against the Sublessee (whether a due claim or a claim that has not yet become due) without the Lessee's prior written consent, unless the contracting parties agree otherwise in this Contract. The Sublessee is not entitled to transfer their rights or assign their obligations arising from this Contract without the Lessee's prior written consent.
- 9.8.** Unless provided otherwise in this Contract, each contracting party will bear their respective costs incurred in connection with performance of this Contract.
- 9.9.** If any of the contracting parties waives the rights arising from a breach of any of the provisions of this Contract, this will not mean or be construed as waiver of rights arising from any other provision of the Contract or from any other breach of the given provision. No extension of a time limit for performing any obligation or carrying out any action hereunder will be considered to be an extension of a time limit for future performance of the given obligation or for carrying out the given action or any other obligation or action in the future. Failure to exercise or any delay in exercising any right in connection with this Contract will not mean a waiver of such right.
- 9.10.** If any obligation arising from this Contract or any provision of this Contract (including any of its clauses, articles, sentences or words) is or become invalid, unenforceable and/or ostensible, then such invalidity, unenforceability and/or ostensibility will not affect the remaining provisions of this Contract. The contracting parties will replace such invalid, unenforceable and/or ostensible obligation with such new valid, enforceable and not ostensible obligation, the subject matter of which will correspond to the highest possible degree to the subject matter of the original severed obligation. If any of the provisions of this Contract (including any of its clause, article, sentence or word) proves to be ostensible, the effect of this defect on the other provisions of the Contract will be assessed similarly pursuant to Section 576 of the Civil Code.



- 9.11.** The contracting parties agree to resolve any and all disputes or discrepancies arising from or in connection with this Contract preferably in an amicable manner. If the contracting parties fail to settle any disputes or discrepancies in an amicable manner within a reasonable time limit, which, however, will not be longer than 30 (thirty) calendar days from the date, on which either of the contracting parties notified in writing the other contracting party on occurrence of the dispute and requested amicable resolution of such dispute, then such disputes or discrepancies (including particularly disputes regarding the act of entering into this Contract, its validity and the rights associated with it) will be settled with final effect by the court with substantive and territorial jurisdiction.
- 9.12.** This Contract is drawn up in the Czech language. If this Agreement is translated into another language, the Czech language text shall in any event prevail. This Contract shall be entered into and interpreted in accordance with Czech laws and other generally valid and binding regulations, above all in accordance with the Civil Code. This Contract and the rights and obligations arising from this Contract (including the rights and obligations arising from a breach of this Contract, which occurred or will occur) will be governed by the applicable laws of the Czech Republic, particularly by the Civil Code.
- 9.13.** The Sublessee explicitly agrees with publishing Contract within all **Schedules** on the web site of company Výstaviště Praha, a.s. within limits of specific requirements of data protection and privacy laws and trade secrets.
- 9.14.** The Sublessee informed the Lessee of all factual and legal circumstances, of which the Sublessee was aware and/or must have been aware as of the date of entering into this Contract and which are relevant to the act of entering into this Contract.
- 9.15.** This Contract has been executed in two (2) counterparts. Each contracting party will receive one (1) counterpart. Both counterparts have the validity of an original.
- 9.16.** This Contract will come into force on the date on which Contracting Parties sign this Contract. And shall be effective on the date on which will be published according to provisions of the Act No. 340/2015 Coll, register of Contracts.
- 9.17.** The contracting parties hereby represent that provisions of this Contract specified in Article IV, amount of Sublease Rent and Terms of Payment, the contracting parties considering as trade secret, which can be revealed to third party only with prior written consent of second contracting party. The contracting Parties hereby represent that agree that information according to previous provisions forming the trade secret will be excluded from publishing in register of contracts according to provisions of Act No. 340/2015 Coll., register of Contracts. This does not prejudice to the publishing correction of the Lessee according to provisions of Section 5 (7) Act No. 340/2015 Coll., register of Contracts, no longer than 30 days from the date of delivery of the decision of the superior or court according no published part of the Contract must be published in accordance with the valid regulations of free access to information.

9.18. The following **schedules** form integral parts of this Contract:

**Schedules:**

Schedule 1 – Document on the Legal Personality of the Sublessee

Document on the Legal Personality of the Lessee

Schedule 2 – List of Types of Items at the Event

Schedule 3 – Plans of the Subleased Premises and Areas

Schedule 4 – Price List of Services

Schedule 5 – Copy of Insurance Policy

Prague, on .....

**On behalf of the Lessee:**

.....

Ing. Pavel Kláška

Chairman of the Board of Directors

Výstaviště Praha, a.s.

Prague, on .....

**On behalf of the Sublessee:**

.....

Ivanas Ziaziulia

executive director

VšĮ „Tarptautinė pramonų kompanija“

.....

Mgr. Karel Klíma

Vice-chairman of the Board of Directors

Výstaviště Praha, a.s.

### **Schedule 1**

- Document on the Legal Personality of the Sublessee
- Document on the Legal Personality of the Lessee  
(attached)

**Schedule 2**

List of Types of Items at the Event  
(attached)

**Schedule 3**

Plans of Subleased Premises and Areas  
(attached)

**Schedule 4**

Price List of Services  
(attached)

**Schedule 5**

Copy of Insurance Policy  
(this will be presented at the signing of the **Operational Agreement**)