

2/14/2017

# Short-Form Hotels Agreement



## 1 INTRODUCTION

This agreement (the "Agreement") is used to define the terms and conditions under which the Customer may purchase hotel services and related services from the Supplier.

## 2 PARTIES

### LEGO System A/S

Aastvej, 7190 Billund, Denmark incorporated under the laws of Denmark with company number 47 45 87 14 ("Customer").

### Sportovní arealy mesta Kladna s.r.o. (Sport Hotel Sletiste)

Sportovcu 818, Rozdelov, 272 04 Kladno, CZECH REPUBLIC, incorporated under the laws of Denmark with company number 261 54 170 ("Supplier") (separately and together the "Party" or the "Parties").

## 3 TERM AND TERMINATION

### Start Date

2<sup>nd</sup> October 2017 ("Start Date")

31<sup>st</sup> December 2019 ("End Date")

### Term

The Agreement shall commence on the Start until the End Date where it shall automatically expire, unless terminated in accordance with the provisions below ("Term").]

### Termination for convenience

3.1 The Customer may terminate the Agreement for convenience subject to not less than three (3) months prior written notice to the Supplier.

3.2 The Supplier may not terminate the Agreement for convenience.

### Exclusivity

3.3 This Agreement is non-exclusive. The Customer may enter into a contract with an alternative service provider for services and deliverables similar to those provided under the Agreement.

## 4 GENERAL TERMS

### Liabilities of the Supplier

4.1 The Supplier shall compensate the Customer for damage arising in tort (including negligence), for breach of contract, for failure to comply with applicable laws and for wilful acts and omissions of the Supplier and its agents.

4.2 The Supplier is covered by insurance that is appropriate for its industry, including but not restricted to fire and burglary insurance.

### Personal Data, Customer Data and Data Protection

4.3 For the purpose of clauses 4.3 to 4.6, "Personal Data" shall mean all data that relates to an identified or identifiable person both directly and indirectly, i.e., a data subject (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679).

4.4 Ownership to all data deriving from or created by the Customer including Personal Data with later amendments ("Customer Data") shall vest and remain vested with the Customer as applicable, and the Supplier shall implement all necessary physical and digital security to safeguard the Customer Data from unauthorised access and preserve the confidentiality of such Customer Data in accordance with the Agreement. The Supplier shall grant the Customer access to all Customer Data within its possession or control without undue delay upon request by the Customer. In all cases, the Supplier shall transfer and/or delete Customer Data on the Customer's request.

4.5 The Supplier shall always comply with applicable data security and data protection laws, directives, regulations, regulatory requirements and codes of practice of any relevant jurisdiction ("Applicable Laws"), including but not restricted to the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679, as amended and in force from time to time. In the event of changes in Applicable Laws, which is likely to have a substantial adverse effect on the warranties and obligations as set forth in this Agreement, the Supplier shall promptly notify the change to the Customer as soon as the Supplier is aware, in which case the Customer is entitled to suspect the transfer of data.



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- 4.6 The Supplier shall notify the Customer in writing in the following cases: (a) in cases of a data breach the customer must be notified immediately and no later than forty eight (48) hours after the Supplier has become aware of the breach; (b) in cases of a request from a data subject to have access to its Personal Data, the Customer must be notified within three (3) business days after Supplier has received the request; (c) in cases of a complaint or request relating to the Applicable Law or policies used by the Customer, the Customer must be notified within three (3) business days after the Supplier has received or become aware of such complaint; or (d) in cases of a request or requirement from any governmental body or supervisory authorities to grant access to Customer Data, Supplier shall notify the Customer immediately, unless prohibited from doing so under Applicable Laws.

## Confidentiality

- 4.7 For the purpose of clauses 4.7 and 4.8, the "Disclosing Party" shall mean the Supplier or the Customer, as applicable, disclosing confidential information (which for the purposes of this Agreement means any information should reasonably be considered confidential given the nature of the information or the circumstances surrounding its disclosure), and the "Receiving Party" shall mean the Supplier and the Supplier's affiliates or the Customer and the Customer's affiliates, as applicable, receiving confidential information.
- 4.8 The Receiving Party shall keep in confidence and observe strict confidentiality with respect to all confidential information obtained from or relating to the Disclosing Party and shall not directly or indirectly disclose or otherwise make available such confidential information, whether in whole or in part, to any third party without the prior written approval by the Disclosing Party. The Supplier may only use the Customer's confidential information for the purposes of the Agreement. The Receiving Party shall undertake the aforementioned confidentiality obligations by exercising the degree of skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced contractor, or with the same degree of care as the Receiving Party exercises in regards to the Receiving Party's own confidential information, whichever degree is higher.

## Mutual indemnity

- 4.9 Each party shall defend, indemnify and hold harmless the other party from all claims of third parties, and all associated losses, arising out of (a) any wrongful or negligent act or omission committed by the indemnifying party and its agents, (b) the failure of the indemnifying party to observe and comply with any law or regulation applicable to the business conducted pursuant to this agreement, and (c) the material breach by the indemnifying party of any of the terms of this agreement.

## Choice of law and dispute resolution

- 4.10 This Agreement and any non-contractual obligations arising out of or in connection herewith will be governed by and construed in accordance with the applicable laws of Denmark, without regard to international private law regulations or principles leading to the application of other laws.
- 4.11 Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be referred and finally resolved by arbitration. The arbitration shall take place in Denmark, under the Danish Arbitration Act (in Danish: "Voldgiftsloven"). The number of arbitrators shall be one (1).

## 5 SERVICES AND DELIVERABLES

### Hotel

- 5.1 The Charges are set out in EUR. The Supplier will provide the following rates to the Customer:

Room type	LEGO price
Single room	949
Double room	1289
Triple room	1549
Quadruple room	2069

- The rates include value added tax and service tax
- Prices include breakfast and high-speed Wi-Fi
- Prices are LRA (last room availability) on hotel/hotels lead-in category.

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The parties acknowledge and agree that all accommodation charges will be settled directly by the guest registered to the room and shall not be invoiced to the Customer.

- 5.2 Other services:  
None

## 6 SPECIAL TERMS AND CONDITIONS

### Event confirmation document

- 6.1 The Supplier agrees that any event confirmation document shall consist of confirmation relating to event specifications only and shall not include any additional terms and conditions intended to supersede the terms of this Agreement. In the event of any conflict between the terms contained in any event confirmation document executed by the parties and the terms of this Agreement, the terms of this Agreement shall prevail.

### Cancellation rules

- 6.2 Hotel  
Individually booked rooms can be cancelled as follows:
- Cancellation more than 5 days before arrival date – 0%
- Cancellation 0-5 days before arrival date – 50% penalty

### Consultants

- 6.3 The Customer may extend this Agreement for the use of consultants working for the Customer.
- 6.4 Bookings must be made by e-mail or personal contact from a member of the Customer's travel team. In case of longer periods of consultant work, the Customer's travel team can define a timeframe in which the agreement can be utilized by named consultants or consultancy provider.

### Statistics

- 6.5 Upon the Customer's request the Supplier must, at its own cost, provide statistics in respect of the Customer's use of the services and/or deliverables set out in this Agreement. The requested statistics in respect of the Customer's use of the services and deliverables must, as a minimum, comprised of:
- Turnover and number of room nights

### Necessary services

- 6.6 If any services, deliverables or responsibilities not specifically described in the Agreement are:
- an inherent, necessary or a customary part of the services and/or deliverables; or
  - are required for proper performance or provision or use of the services and/or deliverables, such services, deliverables, functions, and/or responsibilities will be deemed to be included within the scope of the services and/or deliverables to be delivered for the charges, as if such services, deliverables, functions and/or responsibilities were specifically described in the Agreement.

### Marketing towards the Customer

- 6.7 All marketing towards Customer, including, but not limited to, invitations and competitions must be sent to Customer's primary contact person for evaluation and possible internal distribution. The Supplier is not permitted to send direct marketing materials towards Customer's employees unless the employee has personally enrolled into a loyalty programme or signed up for a mailing list.

## 7 Terms of Payment

- 7.1 Individual room nights: The Parties agree that the Customer shall pay the Supplier by credit card at the time of departure.
- 7.2 Invoices: All invoices under this Agreement shall be payable net 60 days from invoice date.
- 7.3 Advance payments: The Customer does not agree to any form of advance payments.



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## 8 CONTACT INFORMATION

Customer's primary contact for any notice or communication:

Name, title: [redacted] Hotel & Conference Coordinator  
Telephone and email: [redacted]

Supplier's primary contact for any notice or communication:

Name, title: [redacted]  
Telephone and email: [redacted]

## 9 SIGNATURE

I confirm I have read and agree to the terms and conditions that form this Agreement.

<p>Signed for and on behalf of LEGO System A/S by:</p> <p>Signature..... [redacted] Name..... P. [redacted] Title..... V. [redacted] Date..... 10 Nov 2017 and</p> <p>[Signature]..... Name..... Title..... Date.....</p>	<p>Signed for and on behalf of the Sportovní areály města Kladna s.r.o. (Sport Hotel Steljište) by:</p> <p>Signature..... [redacted] Name..... Marcel Kučera, director..... Title..... Date..... 10.11.2017 and</p> <p>[Signature]..... Name..... Title..... Date.....</p>
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