

Contract on the Supply of Water and Drainage of Wastewater

Contract number: VODA/AKCE/2017/054

entered into by and between the following Parties:

Výstaviště Praha, a.s.

Registered office: Výstaviště 67, Bubeneč, 170 00 Prague 7
Company Reg. No.: 25649329
Tax Id. Number: CZ25649329
Bank contact data: xxxxxxxxxxxx
Account number: xxxxxxxxxxxx
Registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File no. 5231
Represented by: Ing. Pavel Klaška, Chairman of the Board of Directors
Ing. Pavel Jaroš, Vice Chairman of the Board of Directors
Contact person for operation: Martin Šrajcr, xxxxxxxxxxxx
Contact person for invoicing: Ing. Miroslav Beneš, xxxxxxxxxxxx

(hereinafter referred to as “**the Supplier**” in the present Contract)

and

SCRIPT and TELL GmbH

Having its registered office at: Kölner Straße 42, 60327 Frankfurt am Main, Germany
Company ID No.: HRB100565
Tax ID No.: 047 2432 1764
Bank: xxxxxxxxxxxx
Account number: xxxxxxxxxxxx
Represented by: Simon Dekker

(hereinafter referred to as “**the Customer**” in the present Contract)

(hereinafter together also referred to as “**the Parties**”)

I.

Scope of the Contract

- 1.1.** The subject matter of fulfilment of the present Contract shall be the Supplier’s undertaking to ensure the supply of water and drainage of wastewater, and to provide the Customer with associated services listed in the present Contract, and the Customer’s undertaking to pay, in consideration for the fulfilment provided, the remuneration to the Supplier. The Customer uses, on the basis of the Sublease Agreement number AKCE/2017/054 (hereinafter referred to as “**the Sublease Agreement**”) the premises connected in the offtake site according to Section 1.2 to the water main and sewerage system.

- 1.2.** For the purpose of fulfilment of the present Contract and invoicing of water and sewage charges for the supply of water and/or drainage of wastewater, provided to the Customer according to the present Contract, the Parties make the following data indisputable:

Place of fulfilment: Prague Exhibition Centre (hereinafter referred to as “the Exhibition Centre”),
170 00 Prague 7 – Bubeneč,

Right wing of Industrial palace
Middle hall of Industrial palace

The fulfilment is provided from: 24.8.2018

The fulfilment is provided till: 26.8.2018

Numbers and states of meters: see the Acceptance Report

- 1.3.** The state of the meter shall always be clarified and stated in the Acceptance Reports intended for registration of initial and end values identified at the beginning and end of the fulfilment hereunder, confirmed with signatures of the authorised persons of the Parties in the Acceptance Report; in the case that it is not possible to ensure a signature on the Customer’s part, the correctness of the data contained in the Acceptance Report can be verified in another way not raising any justified doubts (e.g. through photograph documentation).

II.

Determination of the quantity of water supplied and wastewater drained

- 2.1.** The quantity of the water supplied shall be measured by the Supplier with the help of a water meter, which is a specified meter according to special legal regulations. The quantity of the water supplied recorded by the water meter or the quantity of the water supplied determined in another way shall form the basis for the ongoing, usually monthly, invoicing of the water supply.
- 2.2.** If the quantity of wastewater drained is not measured, it shall be supposed that the Customer releases into the sewerage system such quantity of water that was identified according to the water meter with addition of the water quantity obtained from other sources. The quantity of waste water identified this way shall form the basis for invoicing of the sewage charges. The acceptable rates of quantity and contamination of wastewater drained are determined by the Sewerage Rules, unless agreed upon otherwise by the Parties.
- 2.3.** In the case that water supply lasts continuously for more than 1 month, the readings of the water meter state for invoicing purposes shall be carried out once a month, usually as of the last day of a calendar month, and the invoicing period shall be the period between the readings.

III.

Price terms and conditions

- 3.1.** In consideration for the supply of water and drainage of wastewater, the Customer undertakes to pay to the Supplier the price according to the Supplier’s Price List forming an integral part of the present Contract as **Annex no. 2**. The Customer confirms that it has been made familiar with prices valid as of the day of signing of the Contract.

The prices stated in the Price List are without VAT.

- 3.2.** Changes in prices (in consequence of price changes at the external water supplier – Pražské vodovody a kanalizace, a.s.) shall be projected by the Supplier in a corresponding way into a change in the valid Price List and prices charged to the Customer. These price changes shall be announced by the Supplier without any delay to the Customer in writing to the Customer's address stated in the header of the present Contract, together with the effective date of such a change, and the Customer undertakes to accept them. A change in the prices of the fluids shall be considered as a change in the present Contract within the meaning of provisions of Section 1752 of the Civil Code. If there is a change in the price in the course of the accounting period, the Supplier shall divide the consumption in the ratio of the terms of validity of the original and new price amounts. The Customer has the right to refuse such changes in writing, and in such a case the Customer's written notification of the refusal of the price change shall be considered as a notice of termination of the Contract with a one-month notice period.
- 3.3.** If there is a failure of the water meter stated in the Acceptance Report, the Parties have agreed upon the method of settlement on the basis of a technical calculation according to generally binding legal regulations (Act no. 274/2001 Coll., on water supply and sewerage systems for public needs, as amended, and its implementing decrees).
- 3.4.** If the meters are provably damaged by the Customer or if the meters specified in the Acceptance Report were handled in an unauthorised way (damage to the seals, mechanical modifications of the meters etc.), the Customer is obliged to pay a contractual penalty amounting to xxxxxxxx for each identified case of damage which is at the same time a reason for immediate withdrawal by the Supplier from the present Contract. The withdrawal must be made in writing and shall become effective on the day of delivery of the notice of withdrawal to the Customer.

IV.

Payment and invoicing terms and conditions

- 4.1.** The Supplier is authorised to invoice the price determined according to Article III of the present Contract within 15 days from the day of reading of the state of the meters or from the end of validity of the Sublease Agreement, provided that the invoice issued must have the prerequisites of a tax document. The Parties have agreed upon a 15-day maturity and if this term is not respected, the Supplier is authorised to require interest on delay amounting to 0.05% of the amount due for each day of delay.
- 4.2.** If the Customer is in delay with payment of the price according to the present Contract, the Supplier is authorised to withdraw from the present Contract.

V.

Other rights and obligations of the Parties

- 5.1.** The Customer expressly declares that it takes cognisance of the fact that the Supplier is liable towards the Customer for damage caused by a breach of a legal obligation according to the present Contract or according to generally binding legal regulations in connection with water supply and drainage of wastewater solely if such a breach is committed intentionally or due to gross negligence. The Supplier shall not be responsible especially for the damage incurred in connection

with interruption or termination of water supply and/or wastewater drainage from the supplier “Pražské vodovody a kanalizace, a.s.”, regardless of the reason for its occurrence.

- 5.2. The Supplier is authorised to interrupt the supply of the fluids in case that the Customer has been in delay with payment of the price for the supply of the fluids and/or associated services for a time period longer than 15 days. The Parties hereby exclude, for such cases, any liability of the Supplier for the damage incurred by the Customer this way.
- 5.3. The other rights and obligations of the Parties shall be governed by the General Business Terms and Conditions, forming **Annex no. 1** to the present Contract. The Customer confirms that it has been made familiar with the General Business Terms and Conditions applicable as of the day of signing of the present Contract. Provisions of the present Contract shall prevail over provisions of its Annexes.
- 5.4. The Supplier is authorised to carry out, within the framework of maintenance, replacement of the metering device. It must draw up a report on such a replacement, which it shall deliver to the Customer, unless the Customer has been present at the actual replacement of the metering device.

VI.

Final provisions

- 6.1. In the case that any of the provisions of the present Contract becomes ineffective, the other provisions in the present Contract shall remain effective, and the Parties undertake to replace the ineffective provision with another provision which is effective and which corresponds, with its contents and meaning, to the contents and meaning of the original ineffective provision in the best possible way.
- 6.2. All amendments or supplements to the present Contract can only be made after a mutual agreement in writing and they must be provided with signatures of representatives of both the Parties; this shall be without prejudice to the Supplier’s right to unilaterally change the Price List and the General Business Terms and Conditions.
- 6.3. The issues not dealt with by the present Contract shall be governed by applicable provisions of the Act no. 89/2012 Coll., Civil Code.
- 6.4. The Parties declare that they have read the present Contract before signing it, that it was made after mutual discussion, according to their right and free will, definitely, seriously and comprehensibly, not under pressure or under markedly disadvantageous conditions.
- 6.5. The Customer expressly agrees with the fact that the present Contract, including all its amendments, should be published in the current web site of the Supplier. While publishing the present Contract, data protection according to special legal regulations, including business secret, shall be taken into consideration.
- 6.6. The present Contract has been made out in 2 counterparts. Each of the Parties shall receive one counterpart thereof.

- 6.7.** The Parties have agreed that the present Contract has been agreed upon for the term of the Agreement on Sublease of Non-residential Premises, unless the Parties agree upon otherwise.
- 6.8.** The Contract shall enter into force on the day of its signature by both the Parties. The Contract shall become effective on the day of publishing within the meaning of applicable provisions of the Act no. 340/2015 Coll., on the Register of Contracts, as amended.
- 6.9.** The Parties declare that the provisions of the present Contract provided for in Art. III of the present Contract, concerning the contractual payment for the supply of water and the amount thereof, shall be considered by the Parties as business secret, which either Party is only authorised to disclose to any third person with the prior written consent of the other Party. The Parties shall take cognisance of the fact and agree with the fact that the data forming the subject matter of the business secret, as specified above, shall be excluded from publishing through the Register of Contracts pursuant to the Act no. 340/2015 Coll., on the Register of Contracts, as amended, including publishing in the form of metadata. This shall, however, be without prejudice to the publishing of this data in the Register of Contracts, if it is published by the Lessee as correction pursuant to Section 5(7) of the Act no. 340/2015 Coll., as amended, within 30 days from the day when the decision of the Supervisory Authority or of the Court was delivered to it, on the basis of which the unpublished parts of the Contract or the concerned metadata are to be provided according to regulations governing free access to information.
- 6.10.** The Parties have agreed that the present Contract shall be published by the company Výstaviště Praha, a.s., in accordance with the Act no. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (Act on the Register of Contracts).
- 6.11.** The following Annexes form an integral part of this Contract:
Annex no. 1: General Business Terms and Conditions
Annex no. 2: Price List

In Prague, on.....

In Prague, on

For the Supplier:

For the Customer:

.....

Ing. Pavel Klaška
Chairman of the Board of Directors
Výstaviště Praha, a.s.

.....

SCRIPT and TELL GmbH

.....

Ing. Pavel Jaroš
Vice Chairman of the Board of Directors
Výstaviště Praha, a.s.

Business Terms and Conditions for the Supply of Water and Drainage of Wastewater (OPDV) valid from 1 July 2015**1. Introductory provisions**

The present Terms and Conditions are a part of the Contract on the Supply of Water and/or Drainage of Wastewater. The Supplier reserves the right to state different provisions in the Contract, which shall prevail over these Terms and Conditions. Unless stated otherwise, the Terms and Conditions shall apply to associated supplies and accessories of the contractual relation.

2. Definition of terms

2.1 The Sewerage Rules which are published, in their amended version, on the www.pvk.cz site determine the highest admissible rate of contamination of wastewater drained into the sewerage system, or the highest admissible volume of this water and other conditions for its release and operation of the sewerage system. In case of detection of the exceeding of the highest admissible rate of contamination determined by the Sewerage Rules the Supplier is authorised to take steps against the contamination originator in accordance with generally binding legal regulations and either to make an agreement with the originator on special sewage charges, covering increased costs of contamination removal or to file a motion for commencement of administrative proceedings with the originator exceeding the values determined by the Sewerage Rules.

2.2 The term "offtake termination" shall denote termination of the water supply to the Customer and/or termination of drainage of wastewater for the Customer. Further offtake (water supply and/or drainage of wastewater) without the written consent of the Supplier is a breach of the Contract.

2.3 Interruption of water supply and/or drainage of wastewater shall denote offtake termination and termination of drainage agreed upon for a definite time period. After the end of the term of the interruption the contractual relationship continues without any change.

2.4 The term "repair" shall denote removal of partial physical wear and tear or damage of the equipment for the purpose of its putting into the original or otherwise operable condition, which does not affect its functionality and properties.

2.5 The term "internal water main" shall denote the pipeline intended for water distribution on the plot of land or in the construction which follows up to the end of the water main connection line. The term "internal sewerage system" shall denote the pipeline intended for drainage of wastewater, or also rainwater from the construction, to its external face.

3. Rights and obligations of the Customer

3.1 The Customer is obliged to enable the Supplier to carry out repairs of the internal water main and/or internal sewerage system and replacement or repair of the water meter.

3.2 The Customer is especially obliged to protect the water meter and other meters from damage (if it has access to such meters) and without an unnecessary delay to notify the Supplier of defects in measurement. Any intervention into the water meter or another meter without the Supplier's consent is inadmissible and the Supplier has the right to secure individual parts of the water meter against unauthorised handling. Any damage to such securing on the Customer's part shall be considered as an essential breach of the Contract. If the non-functioning or damage of the water meter was caused by insufficient protection of the water meter by the Customer or by a direct intervention of the Customer leading to the damage of the water meter, the Customer shall pay the damages and costs connected with replacement of the water meter.

4. Rights and obligations of the Supplier

4.1 The Supplier is only authorised to interrupt or limit the supply of water and drainage of wastewater without any prior warning in cases of a natural disaster, on an emergency of the water main, sewerage system, water main or sewerage system connection line or in case of possible endangerment of human health or property.

4.2 The Supplier is authorised to interrupt or limit the supply of water and drainage of wastewater till the time of cessation of the reason for such interruption or limitation

a) During execution of planned repairs, maintenance and inspection works,

b) If the equipment for water distribution does not meet technical requirements in such a way that the quality of water in the water main can endanger health and safety of people and cause property damage,

c) If the Customer does not enable the Supplier to get access to the water meter, connection line or the equipment of the internal water main or the sewerage system according to the terms and conditions stated in the present Contract,

d) In case of a delay of the Customer with payment according to the manner of payment agreed upon.

4.3 The Supplier is obliged to notify the Customer of an interruption or limitation of the supply of water and drainage of wastewater according to Section 4.2 in the case of such an interruption of water supply or limitation of drainage of wastewater with at least a 2-day notice.

4.4 In case of an interruption or limitation of the supply of water and drainage of wastewater according to Section 4.2 the Supplier shall not bear any responsibility for damage incurred in this connection,

5. Water supply and measurement of the volume of supplied water

5.1 The Supplier is not responsible for any damage and lost profit occurring due to insufficient pressure of water at limited supply with water due to a failure on the water main, at an interruption of power supply, at a shortage of water or for a reason due to which it is authorised to interrupt or limit the water supply.

5.2 The volume of the water supplied shall be measured by the Supplier with the water meter which is a determined meter according to special legal regulations. Another method of determination of the volume of water supplied, especially for the case of a defect of the water meter, can be determined by the Supplier in justified cases with the consent of the Customer. The volume of the water supplied registered by the water meter or determined in another way shall be the basis for the invoicing of the water supply.

6. Drainage of wastewater and measurement of the water drained

6.1 The general technical conditions of measurement of the volume of wastewater drained, the method of calculation of the volume of wastewater drained and the method of calculation of the volume of rainwater drained into the combined sewerage system, if no measurement is introduced, planned figures of water consumption and the method of settlement of the differences shall be stated by the implementing legal regulation to the Act on water mains and sewerage systems. The volume of rainwater drained into the sewerage system without measurement shall be calculated on the basis of a long-term total volume of precipitations in the area from which rainwater is drained into the sewerage system, found out at the responsible regional branch office of the Czech Hydrometeorological Institute, type and size of the areas of real property and corresponding outflow coefficients.

6.2 The Supplier can perform, by itself if it is authorised to or through an authorised organisation, inspection sampling of the wastewater drained. The exceeding of the limits specified is a breach of the Contract and the Supplier can use the analysis results as grounds for initiation of administrative proceedings. The costs of the sampling shall be borne in such a case by the Customer.

7. Contractual penalties, interest on delay and liquidated damages

7.1 The Supplier is authorised to require the Customer to pay a contractual penalty for unauthorised drainage of wastewater into the sewerage system up to an amount of xxxxxxxx for each type of unauthorised drainage and for each detected case separately. In the case of the exercise of this right on the Supplier's part, the Customer is obliged to pay this contractual penalty to the Supplier up to the amount

specified by the Supplier within the deadline stated in the request for payment. The payment of the penalty shall not release the Customer from its responsibility for the damage caused to the Supplier.

7.2 For any release of the substances whose penetration into the public sewerage system must be avoided (wastewater containing especially dangerous harmful substances and dangerous substances - see the Sewerage Rules published on the www.pvk.cz site) and of the substances which are not wastewater the Customer shall pay to the Supplier a contractual penalty amounting to xxxxxxxx, for each type of such a substance separately and for each case identified.

7.3 For the case of a delay with settlement of payments according to the present Contract the Parties have agreed upon interest on delay at an amount of: 0.05 % of the amount due for each commenced day of delay.

7.4 The payment of a contractual penalty according to the present Contract shall be without prejudice to the right of the authorised Party for liquidated damages. The Parties expressly agree that the possibility of reduction by the Court of a contractual penalty pursuant to Section 2051 of the Civil Code is excluded.

8. Claims

8.1 The Customer has the right to refer to the Supplier's responsibility for defects and to exercise a claim:

a) For supplies of water – regarding the supply of water in the extent agreed upon and in the way determined, including a claim concerning invoicing,

b) For drainage of wastewater – regarding the drainage of wastewater in the extent agreed upon and in the way determined and regarding the volume of wastewater drained, including a claim concerning invoicing.

8.2 A claim shall be exercised by the Customer in writing at the address stated in the Contract on the Supply of Water and Drainage of Wastewater,

8.3 In the case of a claim, the Customer is obliged to provide the Supplier with necessary cooperation during investigation and solution of the claim.

8.4 An obvious defect of water quality (odour, turbidity, colour etc.) must be claimed by the Customer no later than within 24 hours from detection, other quality defects without any unnecessary delay from their detection.

8.5 On the basis of a claim concerning the volume of the water supplied, when the functionality of the water meter and correctness of measurement are not objected on the Customer's part, the Supplier shall ensure, within 2 business days from the filing of the claim, the carrying out of an inspection reading of the water meter state. The Customer or a person authorised by the latter is obliged to be present at such an inspection reading of the water meter state. If the presence of the Customer or of a person authorised by the latter is not ensured in the term determined or agreed, the claim shall be considered as unfounded. The evaluation of the claim shall be carried out without any unnecessary delay after the carrying out of the inspection reading of the water meter state and comparison of the data detected with the data concerning the offtake site, conducted by the Supplier.

8.6 The water meter shall be subject to official verification according to special legal regulations. If the Customer has doubts about correctness of measurement or if the Customer finds out a defect on the water meter, the Customer has the right to ask for its review. The result of the review shall be promptly announced by the Supplier to the Customer in writing. If it is found out, during the testing of the water meter required by the Customer, that the data of the water meter does not comply with any of the requirements determined by a special legal regulation (Act no. 505/1990 Coll., on Metrology, as amended) or that the verification of the water meter according to the special legal regulation has ceased to be valid, the water meter shall be considered as non-functioning and the volume of the actually supplied water shall be determined in such a case by means of a substitutive method according to the previous offtake for the term of validity of the Contract.

8.7 If the non-functionality of or the damage to the water meter has been caused by an insufficient protection of the water meter by the Customer or by a direct intervention of the Customer leading to the damage of the water meter, the damage and the costs associated with the replacement of the water meter shall be borne by the Customer. The term "damage" within this meaning shall denote any property values which were invested by the Supplier or which would have to be invested in order to put the assets into the previous condition. This shall be without prejudice to other entitlements of the Supplier in accordance with the generally binding legal regulations.

8.8 In the case of the claim concerning the drainage of wastewater in the agreed way and in the agreed volume, the Supplier shall ensure, without any unnecessary delay, the review of the claim in the site in question. If the presence of the Customer or of a person authorised by the latter is not ensured in the term determined or agreed, the claim shall be considered as unfounded.

8.9 The filing of the claim shall not release the Customer from the obligation to pay the price invoiced by the Supplier within the maturity period.

9. Final provisions

The Supplier hereby informs the Customer in accordance with Section 11 of the Act no. 101/2001 Coll. on personal data protection, as amended, that the Supplier collects and processes the Customer's personal data which the Customer has stated in the Contract. The Customer hereby grants, in accordance with Section 5 of the Act no. 101/2001 Coll., to the Supplier, as the Data Controller, its consent with collection of this data in the extent necessary for the Contract and its processing and storage for the purpose of fulfilment of the rights and obligations of the Contract, as well as with administration of the agenda on water supplies and drainage of wastewater in accordance with the Act, for the entire term of validity of the Contract and then for the term necessary for its storage in accordance with applicable legal regulations.

The present Business Terms and Conditions are valid and effective from 1 July 2015



MEDIA PRICE LIST VALID FROM OD 1. 2. 2018

HEAT: xxxxxxxxxxxx
WATER RATE AND SEWAGE CHARGES: xxxxxxxxxxxx
RAIN WATER: according to the valid price list of Pražské vodovody a kanalizace, a.s.
GAS: according to the valid price list of Pražská plynárenská, a.s.
ELECTRICITY:

Electricity price list valid from 1. 1. 2018		
Distribution rate – C02d	Measure unit	CZK (exclusive VAT)
Electricity trade:		
Power electricity price	CZK/kWh	xxxxxxxx
Permanent payment for the offtake point	CZK/month	xxxxxxxx
Regulated services: ¹⁾		
Price for distributed electricity quantity	CZK/MWh	xxxxxxxx
Price for input according to the size of the main circuit breaker:		
up to 3x10 A or up to 1x25 A inclusive	CZK/month	xxxxxxxx
over 3x10 A up to 3x16 A inclusive	CZK/month	xxxxxxxx
over 3x16 A up to 3x20 A inclusive	CZK/month	xxxxxxxx
over 3x20 A up to 3x25 A inclusive	CZK/month	xxxxxxxx
over 3x25 A up to 3x32 A inclusive	CZK/month	xxxxxxxx
over 3x32 A up to 3x40 A inclusive	CZK/month	xxxxxxxx
over 3x40 A up to 3x50 A inclusive	CZK/month	xxxxxxxx
over 3x50 A up to 3x63 A inclusive	CZK/month	xxxxxxxx
over 3x63 A up to 3x80 A inclusive	CZK/month	xxxxxxxx
over 3x80 A up to 3x100 A inclusive	CZK/month	xxxxxxxx
over 3x100 A up to 3x125 A inclusive	CZK/month	xxxxxxxx
over 3x125 A up to 3x160 A inclusive	CZK/month	xxxxxxxx
over 3x160 A	CZK/A/month	xxxxxxxx
over 1x25 A	CZK/A/month	xxxxxxxx
Price for electricity subsidy from subsidized energy ²⁾ sources		
single-phase connection	CZK /A/month	xxxxxxxx
three-phase connection	CZK /A/month	xxxxxxxx
System services price	CZK/MWh	xxxxxxxx
Price for the marker operator activity for each offtake point ³⁾	CZK/month	xxxxxxxx
Tax on electricity	CZK/kWh	xxxxxxxx

1) Price according to ERÚ (Energy Regulatory Office) price decision no. 8/2017 (for the distribution system operated by PRE distribuce, a.s.).

2) Maximal payment of the price for electricity subsidy for an offtake point (hereinafter only referred to as the PEzPZE) for the invoiced period is determined by the product of the sum of xxxxxxxx and the total consumed quantity of electricity from the distribution system.

3) Price is indicated including the fee for the operation of the Energy Regulatory Office, whose sum is determined by the government by its decree (Government Decree no. 392/2015 Sb., determining the fee for the Energy Regulatory Office operation).

Price for electricity subsidy from subsidized energy sources, price for system services and price for the marker operator activity are determined according to ERÚ decisions no. 8/2017 and no. 9/2017 and the tax on electricity according to Act no. 261/2007 Sb.

Price for distribution, price for system services, price for electricity subsidy from subsidized energy sources and price for the marker operator activity are determined by the prices decision of the Energy Regulatory Office and Výstaviště Praha cannot influence it in any manner.

Total for kWh of electricity

xxxxxxxxxxxx

Total for the offtake point monthly

xxxxxxxxxxxx + payment according to the circuit breaker relevant value

All indicated prices are exclusive the VAT.