

Sublease Contract for the Event Kevin Murphy, 3. – 4. June 2018

Contract number: Akce/2018/026

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: xxxxxxxxxxxxxxxxx
Account number: xxxxxxxxxxxxxxxxx
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
Ing. Pavel Jaroš, Vice-chairman of the Board of Directors

(hereinafter referred to as the “**Lessee**” in this Contract) as one party**and****Kevin Murphy Europe A/S**

Having its registered office at: Refshalevej 163 A, DK-1432 Copenhagen K
Company ID No.: DK-3869 1473
Tax ID No.: SAME
Bank: xxxxxxxxxxxxxxxxx
Account number (IBAN): xxxxxxxxxxxxxxxxx
Represented by: Peter McDonald, CEO

(hereinafter referred to as the “**Sublessee**” in this contract) as the other partyCollectively 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 areal Exhibition Grounds Prague Holešovice (hereinafter referred to as the “Exhibition”) consisting particularly of plots no. 1845 (part of which is building no. 416) and 1850/1 etc., all in the Cadastral area of Bubeneč, 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 no. 759 for the Capital City of Prague, or any parts thereof. The Lessee undertakes to do the best effort to maintain the validity and duration of the lease contract with the owner of Exhibition during the Sublease period as

agreed herein; should the lease contract cease to exist for any reason on the side or by fault of the Lessee before the end of Sublease period, the Lessee 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 the termination of the sublease. The Lessee confirms that the sole owner of its all shares is the owner of the Exhibition.

- 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 and 2** 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 event titled **Kevin Murphy** (hereinafter referred to as the "Event"), and to define other related provisions governing the mutual relations of the contracting parties.
- 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 within Exhibition as specified below:

Name of the area:	scope / m ²
Right Wing of the Industrial Palace	3669 m ²
Middle Hall of the Industrial Palace	1825 m ²
Left Wing of the Industrial Palace	3800 m ²
Foyer	1000 m ²

2.2. Offices:

The Sublessee will use the rooms in the Industrial Palace.

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 1. June 2018 and the ending date is 5. June 2018.

- 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:	Dismatle:
Right Wing, Middle Hall, Left Wing & foyer	From 1. June 2018, 6:00 hours	From 3. June 2018 to 4. June 2018	Until 5. June 2018, 6:00 hours

- 3.3. Opening hours of the event for the public: not for public

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 xxxxxxxxxxxxxxxx,-** (in words: xxxxxxxxxxxxxxxx) + **VAT in the amount defined by the law**. In invoice the rent for the sublease will be set out separately from the price of services.
- 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 according to an invoice with maturity of 7 calendar days before commencement date of sublease **CZK xxxxxxxxxxxxxxxx + 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 until commencement of event by the Sublessee.
- 4.4. The price of services, utilities and energy (heating, water and sewage rates) is included in the sublease rent and is defined by the **Price List of Services** (hereinafter referred to as the "**Price List**"), which forms **Schedule 4** to this Contract. The services not included in **Price List** will be accounted to the Sublessee after the end of event. 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.
- 4.5. 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.
- 4.6. The Sublessee agrees that if the Sublessee fails to pay the rent for the sublease, duly and in time, the Sublessee will pay the Lessee a contractual penalty of 0.05 % 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, duly and in time, the Lessee will be entitled to claim the interest on late payment defined by the law from the Sublessee. If the Sublessee fails to pay the rent for the sublease according to relevant provisions of the Contract the

Lessee is entitled to terminate this Contract by giving a written notice. The record date is date in the rent for the sublease is credited to the bank account of the Sublessee.

- 4.7.** The Sublessee agrees to deposit a financial security **in the amount of CZK xxxxxxxxxxxxxxxx** (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 sublease, 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.
- 4.8.** 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: KEVIN.MURPHY Future.Love
- 5.2.** Nature of the Event (the purpose of the Sublease): private event
- 5.3.** Organiser of the Event: **Kevin Murphy Europe A/S**
- 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 form **Schedule 5** to this Contract.
- 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 an integral part of this Contract as **Schedule 6**.
- 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. 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 (unless such time is agreed for reasons on the part of the Lessee only).
- 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 xxxxxxxxxxxxxxxx** and an excess amounting to a maximum of **CZK xxxxxxxxxxxxxxxx**. 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 justified 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 5.19. and exceeds the term of the Sublease defined in Article III, clause 3.2., the Sublessee will pay a contractual penalty of CZK 5 000 for each started hour of the extended 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 contractual penalty 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. This clause can only be applied if the Sublessee is duly notified of the proceedings that might lead to imposition of a penalty or fine and is given opportunity to submit relevant evidence, opinion or defence; the Lessee is also obliged to duly conduct the proceedings and use the relevant remedies in order for the penalty or fine to be as lowest as possible.
- 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 – in such a case however the Sublessee is entitled to compensation of all documented expenses, which the Sublessee has already spent on the Event, including provable damages resulting from the termination of the sublease). This clause does not apply in case of an event force majeure.
- 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:
- a) An amount of CZK xxxxxxxxxxxxxxxx for using the subject matter of the Sublease in contravention of the purpose of the Sublease;
 - b) If any other obligations defined by this Contract are not complied with, an amount of CZK xxxxxxxxxxxxxxxx for each breach for each day during which such a breach exists; however maximum of CZK xxxxxxxxxxxxxxxx in total.
- Payment of a contractual penalty is without prejudice to the Lessee's claim to damages.
- 5.35.** 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.
- 5.36.** 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.
- 5.37.** 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**).
- 5.38.** 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.

- 5.39. The Sublessee agrees that if the Sublessee breaches their non-disclosure obligation hereunder, the Sublessee will pay a contractual penalty of CZK xxxxxxxxxxxxxxxx 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.
- 5.40. 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.
- 5.41. 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.

VI Services

- 6.1. **The Price List** of services is an integral part of this Contract as **Schedule 4**. The Lessee is the exclusive provider of the services and utilities specified in the Price List.
- 6.2. The Sublessee is obliged to enter into an **Operational Agreement** with the Lessee, which specifies the services to be used by the Sublessee (i.e. the scope, the quantity of the services to be used), not later than within 7 days before commencement of the Sublease.
- 6.3. The Lessee can also provide other optional services for the Sublessee, which are not stated in the Price List. Their scope will be specified either in the **Operational Agreement** or it will be approved by the Sublessee in writing.
- 6.4. The contracting parties will be confirming the deliveries of individual services during the Sublease using a "**Lessee's Job Sheet**"). The authorised employees of the contracting parties are entitled to confirm the delivery of the works on the Lessee's Job Sheets with their signatures.
- 6.5. The Lessee will ensure installation of electricity and water connection lines ordered for the Event at the price specified in the **Price List**.
- 6.6. The water and sewage rates for sanitary facilities are billed according to the Price List.
- 6.7. In accordance with the valid fire protection regulations, the Sublessee is responsible for making sure that obligations regarding fire protection are met throughout the term of the Sublease of the premises. The Lessee will provide equipment and maintenance of the technical means of fire protection and fire protection devices on the subleased premises. The minimum Lessee's requirement for the number of persons carrying out fire protection supervision, the number of precautionary fire guards and possible other measures designed

to ensure fire protection will be defined in the **Operational Agreement**, which is a **schedule** to this Contract.

The minimum number of fire protection workers is defined as follows:

- Industrial Palace RW, MH, LW 1 worker for each building throughout the opening hours of the premises

- 6.8.** The Lessee will provide reserved parking areas and/or parking places for the Sublessee's needs for the requested term of the Sublease on the site of the Exhibition Grounds.
- 6.9.** The Sublessee will receive **30** free permits to enter the site from the Lessee. The permits will be issued for the purposes of the organiser of the Event and they cannot be sold.
- 6.10.** The Sublessee is obliged to present design documentation for the Event to the Lessee for approval not later than 7 days before commencement of the term of the Sublease. The design documentation must contain the method of using the premises (drawn in the basic grid of the premises), taking into account the fire protection and safety regulations, the risks arising from the Sublessee's activities and the programme structure of the Event stating possible risk activities.
- 6.11.** After presentation of the design documentation referred to in clause 6.10., the Lessee will prepare, at the Sublessee's expense already included in the sublease rent, the Lessee's minimum requirement for the number of persons carrying out fire protection supervision, the number of precautionary fire guards and possible other measures designed to ensure fire protection on the subleased premises. The Sublessee is obliged to make sure that all the conditions and regulations contained in the documentation are complied with.
- 6.12.** Before the Event, the Lessee will ensure, at the Sublessee's expense already included in the sublease rent, a precautionary fire inspection of the subleased premises for the purpose of checking on the compliance with the conditions of the design documentation of the Sublessee and the minimum requirements of the Lessee regarding the number of persons carrying out fire protection supervision, the number of precautionary fire guards and possible other measures designed to ensure fire protection and the training of the fire protection workers of the Sublessee. The condition for opening the actual Event is a written consent of the Lessee stated in a report on the precautionary fire inspection of the subleased premises.
- 6.13.** The Lessee's minimum requirement for the number of persons carrying out organizing services as follows:
- Industrial Palace RW + MH + LW 4 + 2 + 2 members of the organiser's staff for each building

The number of the Sublessee's ordered workers will be specified in the **Operational Agreement**, which is an integral part of this Contract.

- 6.14.** The Lessee will ensure removal of garbage. The number of garbage containers above minimum number of garbage containers for individual buildings throughout the term of the Sublease will be specified in the **Operational Agreement**, which is an integral part of this Contract.

- 6.15.** The Lessee can provide an infirmary at the Sublessee's expense throughout the term of the Sublease. The price of these services is contained in **Schedule 4** to this Contract.
- 6.16.** The Lessee will provide cleaning after the Event as well as a daily cleaning service on all the subleased premises at the Sublessee's expense (cleaning during Event already is already included in the sublease rent). The Sublessee is obliged to notify the Lessee immediately of the need to clean. The price of these services is contained in the rent for the sublease according to **Price list**.
- 6.17.** A fee is charged for driving into the site in a vehicle according to the currently valid Parking Fee List.
- 6.18.** The Lessee will ensure operation of a WC at the Sublessee's expense. The price of these services is contained in the rent for the sublease according to **Price list**.
- 6.19.** The Lessee will provide heating of the pavilions at the Sublessee's expense. The price of these services is contained in the rent for the sublease according to **Price list**.
- 6.20.** The price for the service above minimum of the Lessee's requirements is contained in **Schedule 4** to this Contract and an additional amount will be charged according to **Price List** after the end of event.

VII

Term, Changes and Termination of the Sublease Relation

- 7.1.** The Contract has been entered into for a period **until 5. June 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 (but only after giving a written warning with adequate deadline for correction first):
- 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 Sublessee loses their license to carry on the business relevant to the agreed manner of using the subject matter of the Sublease;
 - f.** 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, the declaration of bankruptcy of the Sublessee, the liquidation of the company of the Sublessee;
 - g.** 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 7.3.

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 Sublessee is entitled to terminate this Contract before expiration of the agreed period by giving a written notice without giving any reason. The period of notice for termination has to be at least 14 days and the period shall begin on the day following that on which the termination is notified to 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., 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., 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., if a written notice of the termination is given less than 30 days before the commencement of the Event.

These terms will apply even if the size of the ordered area is reduced; the payment shall be calculated proportionately from the relevant sublease rent amount attributed to the reduced area. 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; this is with no prejudice to the guarantee in the art. 1.1. hereof.

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 (in cases the considerations were mutual). If the Lessee rescinds this Contract for any reason attributable to the Sublessee, the provisions of clause 7.6. 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, if allowed by this contract, 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:
- XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
- 8.2.** The Sublessee appoints the following person as the person authorised to carry out actions hereunder:
- XXXXXXXXXXXXXXXXXX
- 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 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 English language; in case of discrepancies with any translations the English version shall 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. Such publication shall be administered by the Lessee without undue delay after signing this Contract.
- 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 and 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
- Schedule 2 – Document on the Legal Personality of the Lessee
- Schedule 3 – Plans of the Subleased Premises and Areas
- Schedule 4 – Price List of Services
- Schedule 5 – Operational Safety Regulations Valid on the Site
- Schedule 6 – Information on Interaction of Risks
- Schedule 7 – 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:

.....
Peter McDonald
CEO
Kevin Murphy Europe A/S

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

Schedule 1

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



ERHVERVSSTYRELSEN

Dato: 06.04.2018

Kevin Murphy Europe A/S

CVR-nummer	38691473
Adresse	Refshalevej 163 A, 2. tv.
Postnummer og by	1432 København K
Startdato	06.06.2017
Virksomhedsform	Aktieselskab
Reklamebeskyttelse	Ja
Status	Normal
Socialøkonomisk virksomhed	Nej
Statslig virksomhed	Nej

Udvidede virksomhedsoplysninger

Telefon	60115499
Mail	admineu@kevinmurphy.com.au
Kommune	København
Branchekode	464500 Engroshandel med parfumerivarer og kosmetik
Formål	Virksomhedens formål er at markedsføre og sælge produkter til det professionelle hårpleje/-styling marked i Europa.
Momsregistreret	Slå op på skat.dk
Regnskabsår	Fra 01.07 til 30.06

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Oplysningerne i dette dokument stammer fra det Centrale Virksomhedsregister (CVR). Data må ikke bruges på en måde, så det kan fremstå som om, at Erhvervsstyrelsen godkender, støtter, anbefaler eller markedsfører brugeren, brugerens produkter eller tjenester. Erhvervsstyrelsen har intet ansvar for hverken indhold, oprindelse, fejl og mangler eller nogen form for skade, der måtte følge af brug af data.

Seneste vedtægtsdato	06.06.2017
Kapitalklasser	Nej
Registreret Kapital	500.000,00 DKK
Første regnskabsperiode	06.06.2017 - 30.06.2018

Tegningsregel, personkreds og revisor

Tegningsregel Virksomheden tegnes af en direktør i forening med et bestyrelsesmedlem eller af én direktør.

Direktion (Adm. dir.)
Peter Leo Mc Donald
Dronningens Tværgade 5, st.
1302 København K

Bestyrelse (Formand)
Richard Alan Kornbluth
47 Culebra St.
Del Mar
CA 92014
USA

Valgform: Generalforsamling

Richard Clark Lamishaw
15 Brindisi
Laguna Niguel
CA 92677
USA

Valgform: Generalforsamling

Peter Leo Mc Donald
Dronningens Tværgade 5, st.
1302 København K
Valgform: Generalforsamling

Stiftere Kevin Murphy Group Pty. Ltd.
7 Endavour Way
Sunshine West VIC 3020
Australia
Australien

Revisor Kreston CM Statsautoriseret Revisions interessentskab

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

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Adelgade 15
1304 København K

Ejerforhold

Legale Ejere Kevin Murphy Group Pty. Ltd.
7 Endavour Way
Sunshine West VIC 3020
Australia
Australien
Ejerandel: 100%
Stemmerettigheder: 100%
Ændringsdato: 06.06.2017

Reelle Ejere Peter Leo Mc Donald
Dronningens Tværgade 5, st.
1302 København K
Ejerandel: 33,40%
Stemmerettigheder: 33,40%
Har indirekte besiddelser
Ændringsdato: 06.06.2017

P-enheder

Navn Kevin Murphy Europe A/S

P-nummer 1022501352

Adresse Refshalevej 163 A, 2. tv.

Postnummer og by 1432 København K

Startdato 06.06.2017

Branchekode 464500 Engroshandel med parfumerivarer og kosmetik

Reklamebeskyttelse Ja

Telefonnummer 60115499

Mail rieje@kevinmurphy.com.au

Registreringshistorik

07.06.2017 Nye selskaber

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Oplysningerne i dette dokument stammer fra det Centrale Virksomhedsregister (CVR). Data må ikke bruges på en måde, så det kan forstås som om, at Erhvervsstyrelsen godkender, støtter, anbefaler eller markedsfører brugeren, brugerens produkter eller tjenester. Erhvervsstyrelsen har intet ansvar for hverken indhold, oprindelse, fejl og mangler eller nogen form for skade, der måtte følge af brug af data.

CVR-nummer: 38691473

Navn og adresse:

Kevin Murphy Europe A/S
Refshalevej 163A, 2. tv, 1432 København K

Stiftelsesdato: 06.06.2017.

Virkningsdato: 06.06.2017.

Seneste vedtægtsdato: 06.06.2017.

Kapital:

kr. 500.000,00.

Kapitalklasser: Nej

Indbetalingsmåde: Indbetalt kontant kr. 500.000,00 til kurs 100,00, fuldt indbetalt.

Stifter:

Kevin Murphy Group Pty. Ltd., 7 Endavour Way, Sunshine West VIC 3020, Australia, Australien, den 06.06.2017.

Bestyrelse:

Richard Alan Kornbluth, (formand), 47 Culebra St., Del Mar , CA 92014, USA, USA, den 06.06.2017, Peter Leo Mc Donald, Dronningensgade 3C, 3. tv, 1420 København K, den 06.06.2017, Richard Clark Lamishaw, 15 Brindisi, Laguna Niguel, CA 92677, USA, USA, den 06.06.2017.

Direktion:

Peter Leo Mc Donald, (adm. dir), Dronningensgade 3C, 3. tv, 1420 København K, den 06.06.2017.

Virksomheden tegnes af en direktør i forening med et bestyrelsesmedlem eller af én direktør..

Revision:

CVR-NR. 39463113 Kreston CM Statsautoriseret Revisions interessentskab, Adelgade 15, 1304 København K, den 06.06.2017.

Første regnskabsår:

06.06.2017 - 30.06.2018.

Regnskabsår:

01.07 - 30.06.

Formål:

Virksomhedens formål er at markedsføre og sælge produkter til det professionelle hårpleje/-styling marked i Europa.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Schedule 2

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

Výpis

z obchodního rejstříku, vedeného
Městským soudem v Praze
oddíl B, vložka 5231

Datum vzniku a zápisu:

2. března 1998

Spisová značka:

B 5231 vedená u Městského soudu v Praze

Obchodní firma:

Výstaviště Praha, a.s.

Sídlo:

Výstaviště 67, Bubeneč, 170 00 Praha 7

Identifikační číslo:

256 49 329

Právní forma:

Akciová společnost

Předmět podnikání:

Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona

Projektová činnost ve výstavbě

Provádění staveb, jejich změn a odstraňování

Statutární orgán - představenstvo:**předseda představenstva:**

Ing. PAVEL KLAŠKA, dat. nar. 26. dubna 1965

8. listopadu 566/18, Břevnov, 169 00 Praha 6

Den vzniku funkce: 4. dubna 2017

Den vzniku členství: 12. prosince 2014

místopředseda představenstva:

Ing. PAVEL JAROŠ, dat. nar. 8. října 1966

Jeremiášova 2722/2a, Stodůlky, 155 00 Praha 5

Den vzniku funkce: 1. února 2018

Den vzniku členství: 1. února 2018

člen představenstva:

Ing. JAN ADÁMEK, dat. nar. 6. srpna 1983

Kukelská 903/1, Hloubětín, 198 00 Praha 9

Den vzniku členství: 1. února 2018

Počet členů:

3

Způsob jednání:

Společnost zastupuje vždy předseda představenstva nebo místopředseda představenstva a jeden člen představenstva.

Dozorčí rada:**Předseda dozorčí rady:**

PAVEL VYHNÁNEK, dat. nar. 27. ledna 1982

U průhonu 1240/48, Holešovice, 170 00 Praha 7

Den vzniku funkce: 12. prosince 2014

Den vzniku členství: 10. prosince 2014

Místopředseda dozorčí rady:

9. 4. 2018

Veřejný rejstřík a Sbírka listin - Ministerstvo spravedlnosti České republiky

Den vzniku funkce: 28. března 2018

Den vzniku členství: 7. března 2018

člen dozorčí rady:

TOMÁŠ ŠUSTA, dat. nar. 6. října 1992

č.p. 37, 289 12 Kostelní Lhota

Den vzniku členství: 7. března 2018

člen dozorčí rady:

Mgr. KAREL LOS, dat. nar. 22. února 1974

Sluneční náměstí 2580/13, Stodůlky, 158 00 Praha 5

Den vzniku členství: 20. prosince 2017

Počet členů:

4

Jediný akcionář:

HLAVNÍ MĚSTO PRAHA, IČ: 000 64 581

Mariánské náměstí 2/2, Staré Město, 110 00 Praha 1

Akcie:

10 477 ks kmenové akcie na jméno ve jmenovité hodnotě 10 000,- Kč

Podoba akcií: listinná.

Základní kapitál:

104 770 000,- Kč

Splaceno: 100%

Ostatní skutečnosti:

Obchodní korporace se podřídila zákonu jako celku postupem podle § 777 odst. 5 zákona č.90/2012 Sb., o obchodních společnostech a družstvech.

Tento výpis je neprodejný a byl pořízen na Internetu (<http://www.justice.cz>).

Dne: 9.4.2018 13:41

Údaje platné ke dni 9.4.2018 06:37

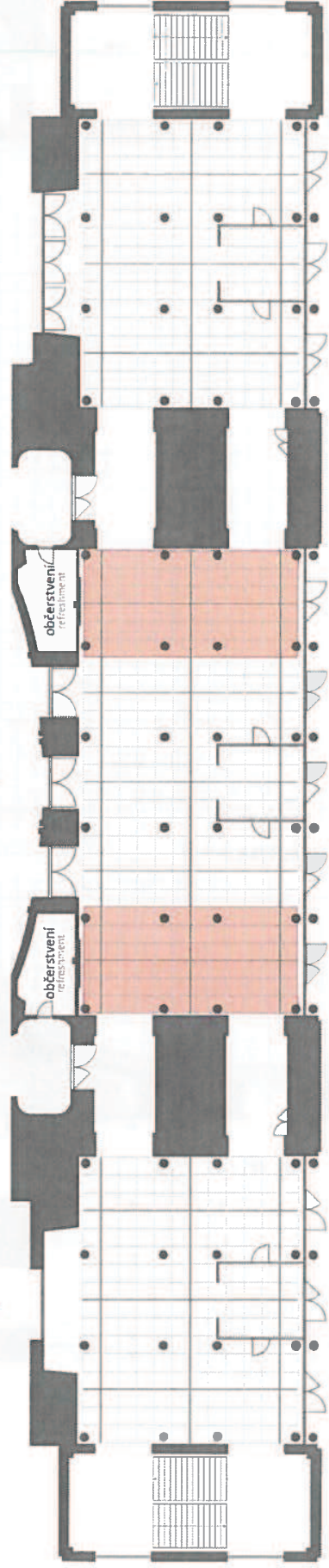
Schedule 3

Plans of Subleased Premises and Areas
(attached)

Levé křídlo
Left wing

Střední hala
Middle hall

Pravé křídlo
Right wing

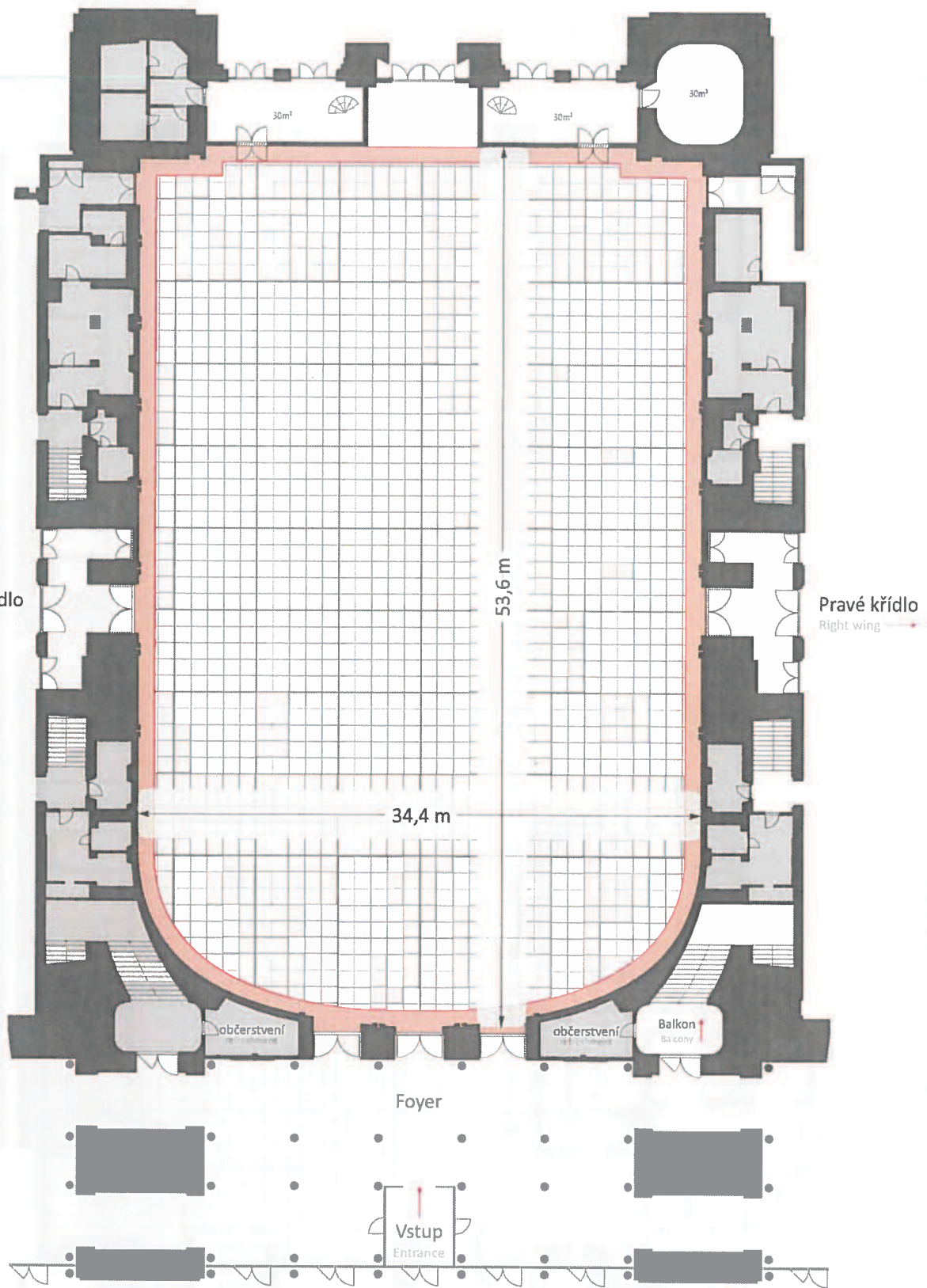


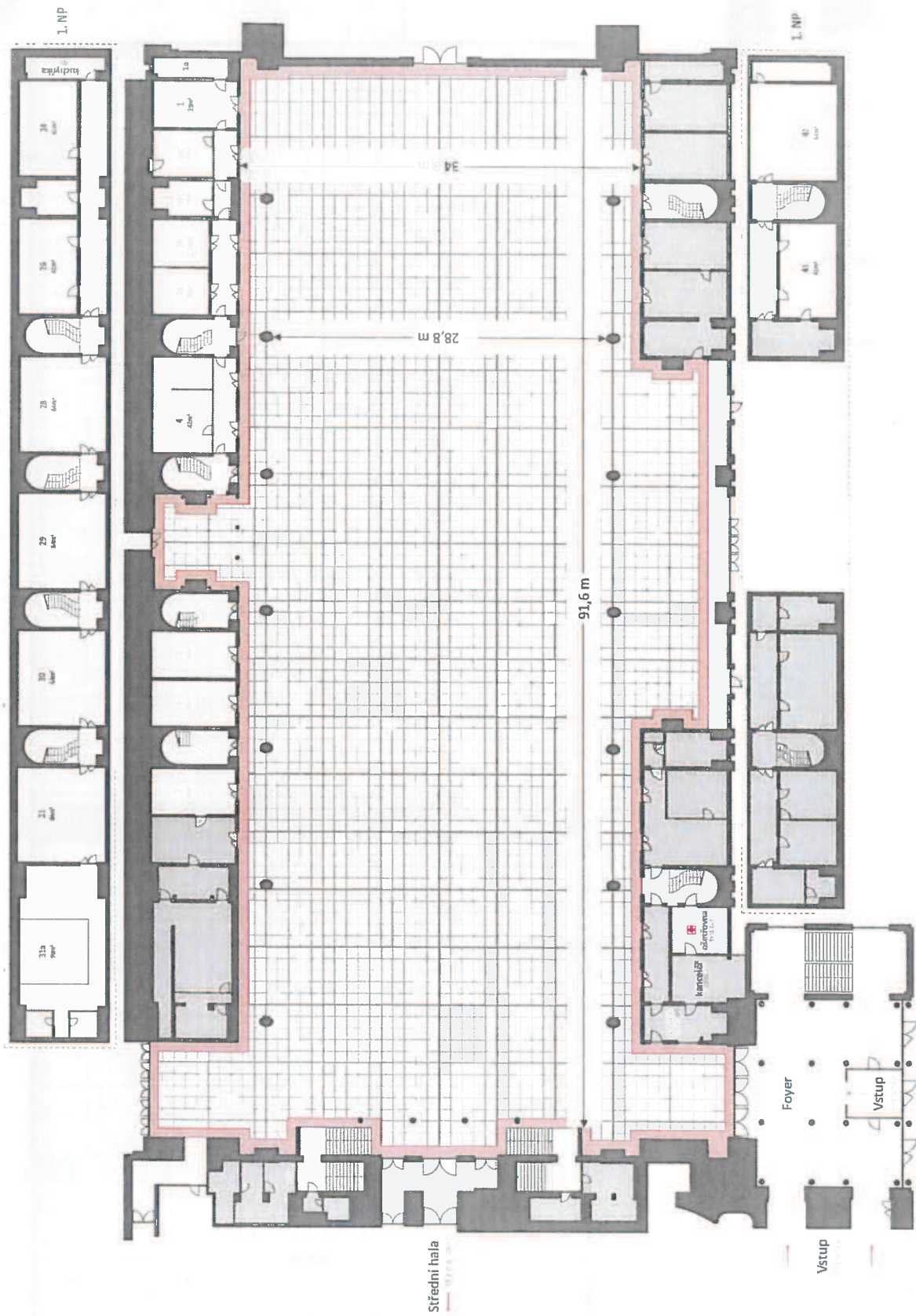
Vstup
Entrance

Vstup
Entrance

Vstup
Entrance







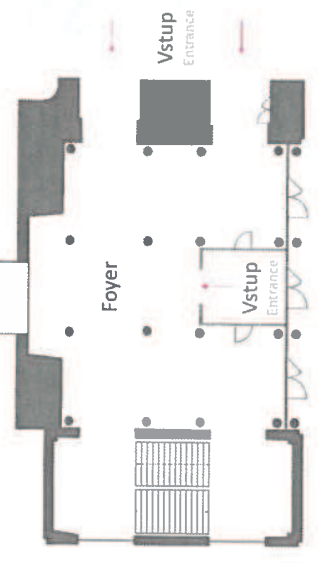
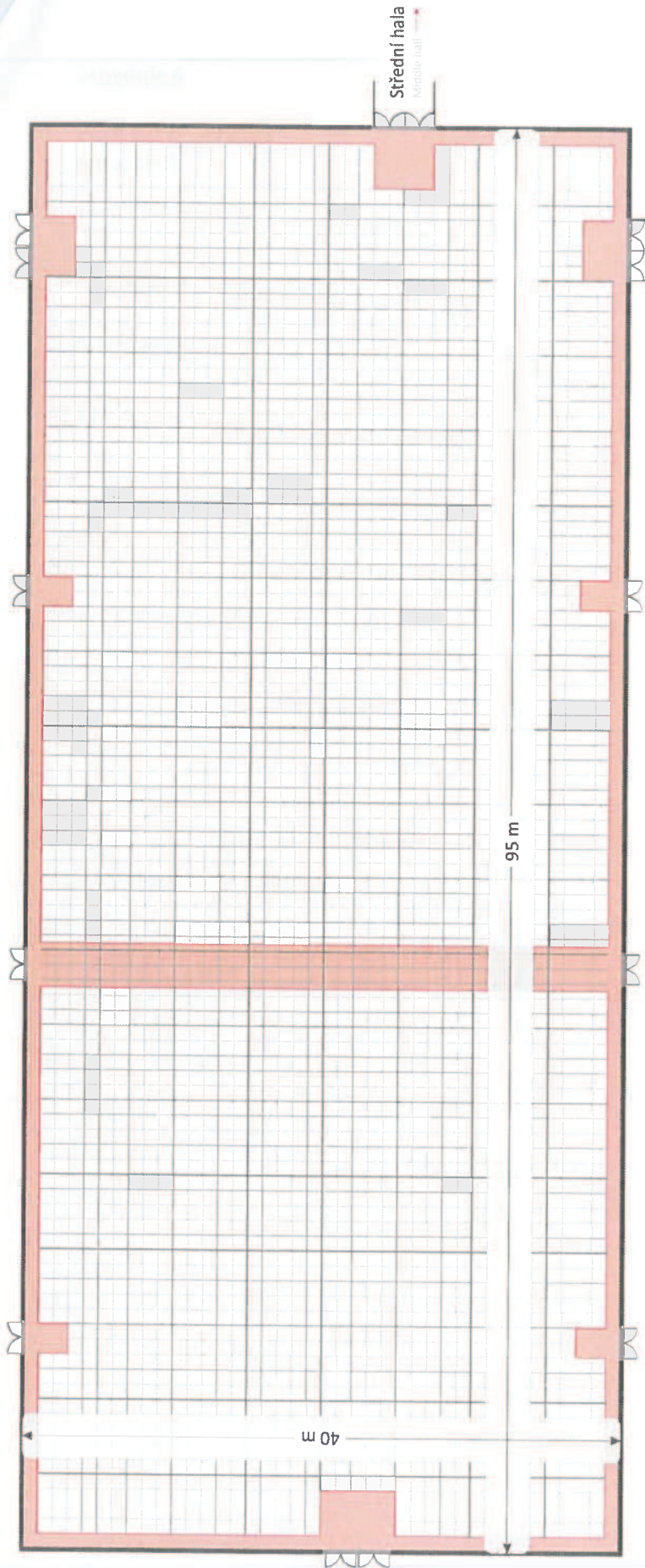
akce

datum

Pravé křídlo Průmyslového paláce, Praha
 Right wing of Industrial Palace, Prague

VYSTAVIŠTĚ
 PRAHA





avé křídlo Průmyslového paláce, Praha
 ft wing of Industrial Palace, Prague

Schedule 4

Price List of Services
(attached)

RIGHT WING OF THE INDUSTRIAL PALACE - RENT INC. SERVICES



VÝSTAVIŠTĚ
PRAHA

Event:	Gala dinner with fashion show		
Client:	Kevin Murphy		
Space:	Right Wing of the Industrial Palace		
Date of event:	DATE	3.6.2018	18:00 - 24:00
	From	1.6.2018	6:00
Date of rent:	Until	5.6.2018	6:00
Hours:	96 hours		
Event lenght:	hours		

1) RENT & SUMMARY

1) RENT INC. SERVICES AND ENERGIES	QUANTITY	UNIT	PRICE PER UNIT	PRICE IN TOTAL
1) Rent of the Right Wing of the Industrial Palace inc. 1/3 of foyer and services - EVENT	x	day	x	x
1) Rent of the Right Wing of the Industrial Palace inc. 1/3 of foyer and services - SET UP	x	day	x	x
1) Rent of the Right Wing of the Industrial Palace inc. 1/3 of foyer and services - additional SET UP	x	hours	x	x
2) Additional services	x	pc	x	x
3) Additional power connections	x	pc	x	x
4) Energies - consumption	x	pc	x	x
IN TOTAL (without VAT)				x

RENT INC. SERVICES:

Rent of the Right Wing of the Industrial Palace
Wi-Fi
Production service
Electrician during assembly and event
Power connections 3x70kw, 4x32kw, 2x16,5kw, 15x2,2kw
Water connection 1x
Fireman during set up and dismantling
Fireman during event and fire inspection
Security during set up, event, dismantling - 4 persons
Cleaning service during event - 2 persons
Toilets with service - 2 persons
General cleaning before the event - 4 persons/5 hours
General cleaning after the event
60l waste bin - 20 pcs
Waste removal (container 8 m3) - 1 pcs
Waste removal (container 1100l) - 2 pcs
Parking cards - 30 pcs

2) ADDITIONAL SERVICES

ADDITIONAL SERVICES	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
WORKERS				
Security	x	persons	x	x
Hostess / Cloakroom attendant	x	persons	x	x
First aid service - medic	x	persons	x	x
Worker	x	persons	x	x
CLEANING SERVICE				
Cleaning service above the packet	x	persons	x	x
Waste removal (container 1100l)			x	x
Waste removal (container 8 m3)			x	x
INVENTORY				
Chair (max 500 pcs)			x	x
Fence, high 1 m, lenght 2,5 m (max. 100 pcs)			x	x
2) ADDITIONAL SERVICES IN TOTAL				x

3) ELECTRICITY

ELECTRICITY	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
POWER CONNECTIONS				
power connection 2,2 kW inc. revision			x	x
power connection 4,4 kW inc. revision			x	x
power connection 6,6 kW inc. revision			x	x
power connection 10,5 kW inc. revision			x	x
power connection 16,5 kW inc. revision			x	x
power connection 21,0 kW inc. revision			x	x
power connection 26,0 kW inc. revision			x	x
power connection 32,0 kW inc. revision			x	x
power connection 40,0 kW inc. revision			x	x
power connection 50,0 kW inc. revision			x	x
power connection 60,0 kW inc. revision			x	x
power connection 70,0 kW inc. revision			x	x
switchboard inc. revision			x	x
water connection			x	x
3) ELECTRICITY IN TOTAL				x

4) ENERGIES

ENERGIES	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
CONSUMPTION				
Water consumption			x	x
Electricity			x	x
Heating			x	x
4) IN TOTAL ENERGIES				x

Notes:

- 1) All prices are without VAT.
- 2) Tenant will pay ahead refundable deposit xxxxx,-EUR (xxxxxxx,- CZK)

MIDDLE HALL OF THE INDUSTRIAL PALACE - RENT INC. SERVICES



Event:	Gala dinner with fashion show		
Client:	Kevin Murphy		
Space:	Middle hall of the Industrial Palace		
Date of event:	DATE	3.6.2018	18:00 - 24:00
Date of rent:	From	1.6.2018	6:00
	Until	5.6.2018	6:00
Hours:	96 hours		
Event length:	hours		

1) RENT & SUMMARY

1) RENT INC. SERVICES AND ENERGIES	QUANTITY	UNIT	PRICE PER UNIT	PRICE IN TOTAL
1) Rent of the Middle hall of the Industrial Palace inc. 1/3 of foyer and services - EVENT	x	day	x	x
1) Rent of the Middle hall of the Industrial Palace inc. 1/3 of foyer and services - SET UP	x	day	x	x
1) Rent of the Middle hall of the Industrial Palace inc. 1/3 of foyer and services - additional SET UP	x	hours	x	x
2) Additional services	x	pc	x	x
3) Additional power connections	x	pc	x	x
4) Energies - consumption	x	pc	x	x
IN TOTAL (without VAT)				x

RENT INC. SERVICES:

Rent of the Middle hall of the Industrial Palace
Wi-Fi
Production service
Electrician during assembly and event
Power connections 1x70kw, 2x32kw, 2x16,5kw, 5x2,2kw
Water connection 1x
Fireman during set up and dismantling
Fireman during event and fire inspection
Security during set up, event, dismantling - 2 persons
Cleaning service during event - 2 persons
Toilets with service - 2 persons
General cleaning before the event - 4 persons/5 hours
General cleaning after the event
60l waste bin - 20 pcs
Waste removal (container 8 m3) - 1 pcs
Waste removal (container 1100l) - 2 pcs
Parking cards - 30 pcs

2) ADDITIONAL SERVICES

ADDITIONAL SERVICES	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
WORKERS				
Security	x	persons	x	x
Hostess / Cloakroom attendant	x	persons	x	x
First aid service - medic	x	persons	x	x
Worker	x	persons	x	x
CLEANING SERVICE				
Cleaning service above the packet	x	persons	x	x
Waste removal (container 1100l)			x	x
Waste removal (container 8 m3)			x	x
INVENTORY				
Fence, high 1 m, length 2,5 m (max. 100 pcs)			x	x
Banner			x	x
2) ADDITIONAL SERVICES IN TOTAL				x

3) ELECTRICITY

ELECTRICITY	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
POWER CONNECTIONS				
power connection 2,2 kW inc. revision	x	pcs	x	x
power connection 4,4 kW inc. revision	x	pcs	x	x
power connection 6,6 kW inc. revision	x	pcs	x	x
power connection 10,5 kW inc. revision	x	pcs	x	x
power connection 16,5 kW inc. revision	x	pcs	x	x
power connection 21,0 kW inc. revision	x	pcs	x	x
power connection 26,0 kW inc. revision	x	pcs	x	x
power connection 32,0 kW inc. revision	x	pcs	x	x
power connection 40,0 kW inc. revision	x	pcs	x	x
power connection 50,0 kW inc. revision	x	pcs	x	x
power connection 60,0 kW inc. revision	x	pcs	x	x
power connection 70,0 kW inc. revision	x	pcs	x	x
switchboard inc. revision	x	pcs	x	x
water connection	x	pcs	x	x
3) ELECTRICITY IN TOTAL				x

4) ENERGIES

ENERGIES	QUANTITY / UNIT		PRICE PER UNIT	PRICE IN TOTAL
CONSUMPTION				
Water consumption	x	pcs	x	x
Electricity	x	pcs	x	x
Heating	x	pcs	x	x
4) IN TOTAL ENERGIES				x

Notes:

- 1) All prices are without VAT.
- 2) Tenant will pay ahead refundable deposit xxxxxx,- CZK

LEFT WING OF THE INDUSTRIAL PALACE - RENT INC. SERVICES



Event:	Gala dinner with fashion show		
Client:	Kevin Murphy		
Space:	Left Wing of the Industrial Palace		
Date of event:	DATE	3.6.2018	18:00 - 24:00
Date of rent:	From	1.6.2018	6:00
	Until	5.6.2018	6:00
Hours:	96 hours		
Event length:	hours		

1) RENT & SUMMARY

1) RENT INC. SERVICES AND ENERGIES	QUANTITY	UNIT	PRICE PER UNIT	PRICE IN TOTAL
1) Rent of the Left Wing of the Industrial Palace inc. 1/3 of foyer and services - EVENT	x	day	x	x
1) Rent of the Left Wing of the Industrial Palace inc. 1/3 of foyer and services - SET UP	x	day	x	x
1) Rent of the Left Wing of the Industrial Palace inc. 1/3 of foyer and services - additional SET UP	x	hours	x	x
2) Additional services	x	pc	x	x
3) Power connections	x	pc	x	x
4) Energies - consumption	x	pc	x	x
IN TOTAL (without VAT)				x

RENT INC. SERVICES:

Rent of the Middle hall of the Industrial Palace
Production service
Electrician during assembly and event
Fireman during set up and dismantling
Fireman during event and fire inspection
Security during set up, event, dismantling - 2 persons
Cleaning service during event - 2 persons
General cleaning before the event - 4 persons/5 hours
General cleaning after the event
60l waste bin - 20 pcs
Waste removal (container 8 m3) - 1 pcs
Waste removal (container 1100l) - 2 pcs
Parking cards - 30 pcs

2) ADDITIONAL SERVICES

ADDITIONAL SERVICES	QUANTITY / UNIT				PRICE PER UNIT	PRICE IN TOTAL
WORKERS						
Security	x	persons	x	hours	x	x
Hostess / Cloakroom attendant	x	persons	x	hours	x	x
First aid service - medic	x	persons	x	hours	x	x
Worker	x	persons	x	hours	x	x
CLEANING SERVICE						
Cleaning service above the packet	x	persons	x	hours	x	x
Waste removal (container 1100l)			x	pcs	x	x
Waste removal (container 8 m3)			x	pcs	x	x
INVENTORY						
Fence, height 1 m, length 2,5 m (max. 100 pcs)			x	pcs	x	x
2) ADDITIONAL SERVICES IN TOTAL						x

3) ELECTRICITY

ELECTRICITY	QUANTITY / UNIT				PRICE PER UNIT	PRICE IN TOTAL
POWER CONNECTIONS						
power connection 2,2 kW inc. revision			x	pcs	x	x
power connection 4,4 kW inc. revision			x	pcs	x	x
power connection 6,6 kW inc. revision			x	pcs	x	x
power connection 10,5 kW inc. revision			x	pcs	x	x
power connection 16,5 kW inc. revision			x	pcs	x	x
power connection 21,0 kW inc. revision			x	pcs	x	x
power connection 26,0 kW inc. revision			x	pcs	x	x
power connection 32,0 kW inc. revision			x	pcs	x	x
power connection 40,0 kW inc. revision			x	pcs	x	x
power connection 50,0 kW inc. revision			x	pcs	x	x
power connection 60,0 kW inc. revision			x	pcs	x	x
power connection 70,0 kW inc. revision			x	pcs	x	x
switchboard inc. revision			x	pcs	x	x
water connection			x	pcs	x	x
3) ELECTRICITY IN TOTAL						0,00 CZK

4) ENERGIES

ENERGIES	QUANTITY / UNIT				PRICE PER UNIT	PRICE IN TOTAL
CONSUMPTION						
Water consumption			x	pcs	x	x
Electricity			x	pcs	x	x
Heating			x	pcs	x	x
4) IN TOTAL ENERGIES						x

Notes:

1) All prices are without VAT.

Schedule 5

Operational Safety Regulations Valid on the Site of the Exhibition Grounds
(attached)

Safety Rules in Operation on the Site of the Prague Výstaviště Exhibition Grounds

1. Purpose

The Rozvojové projekty Praha a.s. company has published these Safety Rules in Operation in the interests of the safe operation of events held at the Prague-Holešovice Exhibition Grounds. These Safety Rules in Operation are an integral part of contracts for the lease of exhibition space.

The Rozvojové projekty Praha a.s. company has published these Safety Rules in Operation in the interests of the safe operation of events held at the Prague-Holešovice Exhibition Grounds. These Safety Rules in Operation are an integral part of contracts for the lease of venue.

2. Extent of validity

All sublessees, outside companies and whoever performs any kind of work on the site of the Prague Holešovice exhibition grounds (hereinafter the 'Company' only) is obliged to adhere to these regulations, which are binding. These regulations are an integral part of contracts for the lease of venue for events. By affixing of the signature of a person organized to act on his behalf the sublessee demonstrably confirms that he has been familiarized with the abovementioned safety rules in operation on the site of the Prague Holešovice Exhibition Grounds, which he understands and with which he is obliged to comply. Further the sublessee acknowledges that he is obliged to comply with generally binding regulations of law, in particular fire and safety regulations (Decree No. 23/2008 Coll.; Decree No. 35/2007 Coll.; Decree No. 226/2005 Coll.; Decree No. 246/2001 Coll.; Act No. 133/1985 Coll.; Act No. 262/2006 Coll.; Act No. 309/2006 Coll.; Decree No. 48/1982 Coll.; Government Decree No. 378/2001 Coll.; Government Decree No. 101/2005 Coll.; all as amended and all in conformity with ČSN and EN standards).

3. Liability

Compliance with OSH and FSM is the responsibility of all workers. The sublessee is obliged to ensure this compliance from all persons who with his knowledge spend time in the spaces he has leased, including subcontractors. In accordance with the law the sublessee is liable for injury to the health of persons and property caused to himself or others by his employees or his subcontractors' employees if this injury occurs as a result of the violation of statutory or contractual obligations on his part.

4. Terms and abbreviations

OSH - Occupational Safety and Health
OR - Operating Regulations
CP OSH - competent person for risk prevention and OSH
AO - authorized officer
FSM - fire safety management

5. Operational safety

5.1 Operation of electrical equipment

1. During the construction of an exhibition stand, including its rear area and electrical equipment the exhibitor (assembly firm) the sublessee is responsible for ensuring that they follow the instructions of the worker from the Exhibition Grounds Administrator, who has the electrical qualifications in accordance with Decree No. 50/1978 Coll.,



that they allow a designated employee from the Exhibition Grounds Administrator, who has the electrical qualifications in accordance with Decree No. 50/1978 Coll., access to the exhibition stand, including its rear area, so that the worker can carry out an operational check of the electrical equipment and that they allow a designated employee from the Exhibition Grounds Administrator, who has the electrical qualifications in accordance with Decree No. 50/1978 Coll., access to the rented space, so that the worker can carry out an operational check of the electrical equipment

2. The sublessee is responsible for ensuring that his/her electrical equipment is only installed by a person that has the electrical qualifications in accordance with Decree No. 50/1978 Coll., and in accord with ČSN 33 2000-7-711 (The Electrical Installations of Buildings – Part 7-711: Special Purpose Equipment and in Special Buildings (Exhibitions, Displays and Stands)) and that a report is compiled on the electrical equipment by a person authorised for this activity. The report is submitted to the designated employee from the Exhibition Grounds Administrator. The Exhibition Grounds Administrator can only allow electrical equipment thus prepared to be used.

3. The sublessee is responsible for ensuring that the exhibitor's (assembly firm's) low voltage electrical equipment will be connected to Leeds by persons demonstrably trained in so doing or with higher classifications pursuant to Decree No. 50/1978 Coll.

4. The sublessee is responsible for ensuring that the persons entrusted with running the stand and packing it away, from the standpoint of connecting the feed for the stand's electrical equipment, are persons that are demonstrably trained.

5. In the event of any problem the exhibitor (assembly firm) may have in connecting or running electrical equipment, caused by a mutual interaction of the feed network and the equipment of his clients the sublessee is responsible for immediately informing the designated employee from the Exhibition Grounds Administrator as presented in the operational agreement and he/she is obliged to ask the employee for help from a person with the electrical qualifications in accordance with Decree No. 50/1978 Coll., who knows about the local operating conditions.

6. The sublessee is responsible for only using electrical equipment that is either under guarantee or has a valid report made on it compiled in accord with the pertinent ČSN. Further, combined electrical kitchen equipment for the rear area of the exhibition stands must allow for all of its parts, apart from fridges/freezers, to be demonstrably disconnected when the stand is not being used.

7. If the sublessee uses adapters for connecting electrical equipment (with or without extension cables) he/she is responsible for placing every adapter in a place accessible and visible for checks on the connection and warning. Furthermore, is responsible for ensuring that they use only extensit cords with a valid certificate / inspection report or the guarantee certificate.

8. When the stands are not being used (when the pavilion has been locked up) the sublessee is responsible for ensuring that all electrical equipment is not plugged in (apart from fridges and freezers). If an exhibit is some electrical equipment that cannot be unplugged (due to demanding calibrations etc.) the sublessee must have written agreement from the designated employee from the Exhibition Grounds Administrator for it to be plugged in and running.

5.2 FSM

1. Smoking and the use of naked flames are strictly forbidden in the exhibition spaces (with the exception of restaurants). This ban is fully valid during preparations (assembling), the event itself, dismantlement and at all events (exhibitions, gala evenings, concerts, etc.) held in the Exhibition Grounds

2. The sublessee is responsible for ensuring that no flammable materials, e.g. reed grass, straw, paper, synthetic textiles, plastics, cardboard, polystyrene foam and other materials classified as D, E and F reactions to fire, including floors and floor coverings, are used in the construction of stands and the installing of decorations at events (hereinafter 'the event'). These materials are only used in the event that they are treated to reduce their flammability, which is demonstrated by a testimonial on this treatment issued by an authorised test centre. Before constructing the stand the sublessee is obliged to submit this, along with a sample of the materials used, to the authority for fire safety of the Exhibition Grounds Administrator, this being Rozvojové projekty Praha, a.s. (herein the "Exhibition Grounds Administrator"). For the assembly of ceilings, it is prohibited to use materials that could drip during an eventual fire. Items made of plastic materials, which are not self-extinguishing, cannot be used as decorative items. The sublessee is also responsible for the stands' roofing being merely optical – a light alloy frame grid or the stand is left uncovered (open).



3. For the construction of stands and decorations higher than 3 metres the sublessee is obliged to present a calculation of the fire load, carried out pursuant to Czech State Norm (ČSN) 73 0802 Article. 6. The calculation must be submitted to the authority for fire safety of the Exhibition Grounds Administrator before beginning the construction. The maximum value of the calculated fire load is 60 kg/m² (tab. A.1 item 3.8 ČSN 73 0802). The sublessee is responsible for ensuring that the stand will not be constructed before the authority for fire safety of the Exhibition Grounds Administrator gives written approval.
4. It is the responsibility of the sublessee to ensure that promotional products (e.g. balloons etc.) are not located in leased spaces without the written consent of the officer of the Exhibition Grounds Administrator responsible for fire safety management.
The adverts must meet these conditions:
 - Balloons may not be filled with an inflammable or explosive gas
 - Adverts cannot be placed above the communications corridors used by visitors to the exhibition
 - Adverts cannot be fixed to the pavilion's load-bearing constructions
 - Advertising balloons and placards cannot screen the fire alarms
5. Throughout the Exhibition Grounds it is forbidden to carry out welding work, cutting using an oxy-acetylene welder, grinding, etc.
6. Throughout the Exhibition Grounds it is forbidden to use fireworks or artificial smoke.
7. The sublessee is not allowed to use any nitrocellulose based coatings or paints, nor to store these materials in the stand. The worker from the Exhibition Grounds Administrator responsible for fire safety can grant exceptions in writing.
8. If planing, cutting, drilling, etc. of wooden materials is necessary during modification of the stand or decorations the sublessee is responsible for vacuum cleaning up and, immediately after completing the work, placing waste, as well as flammable powder formed during this work, into a designated location outside of the pavilion's area.
9. The sublessee is responsible for not using pressurised bottles, containers or other devices with gases that are flammable or that support flammability in the internal areas. If their use is necessary for the presentation, then the sublessee must discuss this with and gain approval from the worker of the Exhibition Grounds Administrator responsible for fire safety. The sublessee is obliged to submit to the worker from the Exhibition Grounds Administrator responsible for fire safety a document proving a pressure test was carried out on the device, including any distribution mechanisms and accessories. During operation the sublessee is responsible for adhering to these conditions:
 - the device can only be handled by an employee with the corresponding qualifications. Such an employee must not leave the vicinity of the device during its operation.
 - the entire device must be secured against misuse by unauthorised persons
 - in the event of the operating personnel being absent the main valve on the pressure container must be closed, as well as any other valves on the device.
10. During exhibitions and presentations of motorised vehicles the sublessee can only have an amount of fuel in the fuel tanks necessary for the vehicles' exit from the exhibition area. The sublessee is responsible for the accumulator (if the vehicle has).
11. When using heating appliances the sublessee is responsible for complying with the following principles:
 - nelectric cookers and heaters (electric and gas) will not be used
 - any heating device used must be in a perfect technical condition; for electrical and gas device the sublessee must present a valid document stating that an inspection of the device has been carried out
 - for heating appliances that do not have a prescribed safe distance from flammable surfaces in their documentation (e.g., floor coverings, fixtures and fittings, etc.), it is necessary to maintain the safe distance according to ČSN 06 1008 tab. 1 and pursuant to Decree No. 23/2008, Part 8
 - if it is not possible to comply with these distances, then heat isolating barriers made out of fire-proof material (e.g., gypsum plasterboard, lignin, etc.) with a thickness of at least 3 mm must be used. The isolating barrier must be at a distance of at least 30 mm, with a tolerance of ± 5 mm, from the protected substance. The protected substance must be exceeded on the top edge by at least 300 mm, and on the sides by 150 mm (ČSN 06 1008 Article. 4.4.1.3). If the heating appliance is placed on a flammable floor covering or on other items made out of flammable materials, then an isolating mat made out of the same fire-proof material must be used, including compliance with non-combustible overhangs pursuant to Appendix No. 8 of Decree No. 23/2008 Coll.

– The heating appliance must be under constant supervision, and the person responsible for its operation must be designated in writing. After the end of exhibition operations or events, electrical appliances must be demonstrably disconnected from the electricity source every day and all valves must be closed on gas devices.

12. The sublessee is responsible for ensuring that the handling and storage of exhibits, packaging and other materials is prohibited in escape routes and the close vicinity of extinguishers for electricity distribution equipment. Every day the sublessee must clear out unnecessary materials into the designated locations. No material may be stored behind an exhibition stand or on its ceiling structure.

13. All fire safety equipment (e.g., fire hydrants, portable extinguishers, fire alarms, etc.) installed in the premises can only be used in the event of a fire. Their use, any damage or any handling of them must be immediately announced by the sublessee to the employee responsible for fire safety. Unrestricted access to all fire safety equipment must be permanently secured.

14. It is prohibited to park motor vehicles next to entrances into the exhibition pavilions, underground or above ground hydrants and water stopcocks if the driving space around them is less than 3 metres. If it is necessary to stop in such places (e.g., to transport exhibited items or materials for the construction of the exhibition stand, etc.), then the sublessee is responsible for the driver remaining near the vehicle so that he/she can drive away if the need arises.

15. If it is necessary to use flammable materials to exhibit a device's operation, then the sublessee is responsible for ensuring that at the stand or rented area there is only enough fuel for one day of exhibition.

16. The sublessee is responsible for ensuring that devices or items, which by their properties threaten fire safety, are not used.

17. The Exhibition Grounds Administrator will establish fire patrols to monitor fire safety and protection. Each sublessee is obliged to enable these patrols access to all areas being used by the exhibitor.

18. If the sublessee discovers fire defects that he or she cannot remedy, then he/she is responsible for immediately notifying the Exhibition Grounds' employee responsible for fire safety or a member of the fire patrol.

19. All exits from the exhibition pavilions must be clear, just as the escape routes between individual stands and access to fire safety equipment. The sublessee is responsible for ensuring that their activities do not cause these areas to become inaccessible.

20. Every fire, even if it has been extinguished by the sublessee's own means, must be immediately announced at the fire registration point to the authorized officer responsible for FSM.

21. The sublessee is obliged to report to the officer responsible for fire safety at the Exhibition Grounds without delay all damage he has caused to and every use he has made of fire safety equipment.

22. The internal communications (the walkways between expositions) define the distance between each exhibition whole. The sublessee is responsible for ensuring these communications are permanently kept free and, at the same time, that free access to all the technical areas is ensured as is the free space around the perimeter walls in places where technical and fire safety equipment is located (there must be free access to all electrical distributions systems, main switches and stopcocks, fire alarms, fire hydrants, fire extinguishers etc. the thoroughfares behind the stands and expositions by the perimeter walls to the exits and the access points for the installed technical equipment, in exceptional conditions to resolve the situation only through the free parts of the exposition!)

23. While the exhibition is in progress it is the responsibility of every sublessee to ensure that all exhibitors allow access to exhibition stands and their facilities to employees of the Exhibition Grounds Administrator other than in the hours of the night, when stands are guarded by a fire alarm system and a video alarm and camera security system.

5.2.1 FMS for two-storey expositions and the safety of constructions

1. For the construction of two-storey exhibition stands flammable materials, such as reed grass, straw, paper, synthetic textiles, plastic foil, cardboard, polystyrene foam and other materials with a D, E and F level of flammability shall not be used. These materials may only be used if they have been treated for decreased flammability. Before beginning construction of the stand the sublessee is obliged to present a valid certificate of this treatment to the fire protection authority of the Exhibition Grounds Administrator, as well as a sample of the materials used. For the



assembly of ceilings, it is prohibited to use materials that could drip during an eventual fire. Items made out of plastic materials, which are not self-extinguishing, cannot be used as decorative items.

2. Exhibition stands will be used as office, meeting or exhibition areas without increasing the threat of fire.
3. It is prohibited to cover approved assembly elements with flammable materials, and to store easily flammable substances in a solid or liquid state in the area where the stands are located. Equipment or devices that could cause a fire cannot be exhibited in the stands.
4. Assembly may only be carried out in approved locations, and there must be a 3-meter distance from the communications. This distance does not have to be complied with if the second storey is only bounded by a railing and/or the fire resistance is documented by a calculation.
5. If such a stand has a winding staircase leading to the second storey, then the sublessee must ensure that the maximum occupancy of the second storey is 30 people, if the stand has a straight staircase, then the occupancy can be 55 people. If more than one staircase is used, then it is possible to increase the number of people proportionally and stairs must be of a minimum width that ensures ease of access for a set number of persons.
6. The staircase must enable safe exit from a dangerous area. The escape route must not lead under the second above ground floor unless the resistance of its construction against fire has been proven.
7. Every exposition must be equipped with portable fire extinguishers at a count of one unit for every 200m² of floor space initiated on each storey with appropriate or suitable extinguishing agent and appropriate extinguishing capability. If the sublessee does not have his/her own fire extinguishers, then the Exhibition Grounds administrator will supply them for a fee.
8. The sublessee is obliged to attach a fire report or certificate documenting the construction's fire resistance for a two-storey exhibition stand plan.
9. The covering for stands (2-storey) will be the same as for single-storey ones, i.e. without any covering.
10. Before beginning construction on 2-storey stands the sublessee is obliged to submit a statics appraisal of the construction, compiled and certified by a person or organisation authorised to do so.
11. The sublessee is responsible for ensuring that work on constructing the stand does not start before written approval by the authority of the Exhibition Grounds Administrator responsible for fire safety.

5.3 OSH

5.3.1 Basic information

- Occupational safety and health must be ensured within the meaning of Act No. 262/2006 Coll., the Labour Code as amended, Act No. 309/2006 Coll., which stipulates further requirements concerning occupational safety and health, and Government Decree No. 101/2005 Coll., on detailed requirements in the workplace and working environment.
 - Enter only workplaces, areas and facilities to which you have been sent in connection with your work.
- Use marked roads only; where there is no pavement, always walk on the left.
Take care not to collide with or trip over materials or tools in your path.
Do not walk under a suspended load or within dangerous proximity of it.
Do not enter switching stations, transformer stations and gas regulation stations.
Do not operate mechanical, electrical or any other equipment without authorization.
Observe directions given on traffic, safety and fire-safety signs.
Respect audible signals given by drivers delivering materials.
Do not enter the workplace when under the influence of alcohol; it is forbidden to consume alcohol in the workplace and to bring alcohol to the workplace.

5.3.2 Operator, person responsible for operating equipment

The arranging of means for occupational safety and health is fully the responsibility of the sublessee, the exhibitor (organizer) and assembly firms, which in terms of responsibility for operations are considered the operator. This concerns primarily the operating of reserved technical equipment:



- electrical equipment (initial inspection before operation begins, monitoring of operation of temporary electrical equipment/distribution)
- gas appliances, pressure vessels (inspection, accompanying technical documentation for pressure vessels and their anchorage as prescribed)
- lifting equipment (inspection)

5.3.3 Transport on the premises

Transport on the premises is required to abide by Act No. 361/2000 Coll. on road transportation as amended together with Decree No. 30/2001 Coll., by which rules of transport by road, the processing and management of transport by road and the Company's Transport Code are implemented.

Speed limit:

- is 30 km/h (unless restricted by an appropriate traffic sign) for all vehicles on the Company's roads
- in exhibition halls, warehouses and other buildings the speed limit is 5 km/h.

Drivers are required to adjust their speed in accordance with the speeds specified above and the nature of their load, visibility, the state of the roadway and the momentary traffic situation.

In order to ensure visitor safety while the fair and exhibitions are in progress, vehicular traffic on the premises is heavily restricted. If in this period it shall prove exceptionally necessary to perform transportation, drivers are obliged to give way to pedestrians and limit their speed so that maximum visitor safety is achieved.

No motor vehicle may enter the exhibition halls without the permission of the hall administrator.

It is forbidden to stop a motor vehicle where this is prohibited by the appropriate traffic sign, in front of entrances and access ways to halls and buildings, near water stopcocks, near underground and above-ground hydrants, on parking spaces reserved for fire trucks (yellow stripes on the roadway), on pavements, on vegetation on the site, on designated outdoor areas (numbered signs on the road, red-and-white tape, enclosure), and where stopping would cause a throughway of less than 3 m.

If it is necessary to stop in these places (e.g. when transporting items or materials for exhibition, for the construction of an exhibition stand etc.), it is the responsibility of the exhibitor (assembly firm) to ensure that the driver remains by the vehicle and thus in a position to drive it away should the need arise. Parking is permitted only in designated car parks.

5.3.4 Assembly and dismantling

When assembling, dismantling and performing any construction work on the Company's premises it is necessary to respect the provisions for compliance with safety requirements during construction work pursuant to Government Decree No. 591/2006 Coll. on specific minimum requirements for occupational safety and health on construction sites and Government Decree No. 101/2005 Coll. on detailed requirements in the workplace and working environment.

5.3.5 Building machines and technical equipment

When operating building machines and when working with technical equipment it is necessary to comply with Decree No. 48/82 Coll. of the Czech Office for Safety at Work as amended, which stipulates basic requirements for the ensuring of safety at work and safety of technical equipment and with Government Decree No. 378/2001 Coll., which stipulates detailed requirements for the safe operation and use of machines, technical equipment, appliances and tools.

5.3.6 Work at a height

All work at a height or a depth will be performed in compliance with Government Decree No. 362/2005 Coll. on detailed requirements for safety in the workplace where there is a danger of a fall from a height or into a depth.

5.3.7 Machine tools

Machine tools for metal, wood and other solid materials must, when in operation, be provided with protective shields to guard against flying chips. When in operation a grinder whose wheel has a peripheral velocity greater than 10 m/s must have a sheet-metal cover at least 10 mm thick or a cover of corrugated iron with the same resistance. Shields must be set in place to protect against sparks.

For the demonstration of machines and equipment stocks of raw materials (flammable materials) may be kept on a stand (in a dedicated store) for up to 1 day.

5.3.8 Use of glass



When sheet glass is used on stands its edges must have been so processed or protected that there is no risk of injury. All-glass construction units must be marked at eye level. The bottom edge of glass at the perimeter of an exposition must be a minimum of 50 cm from the ground, so there is no risk of its being kicked through. Only glass that meets the safety requirements may be used.

5.3.9 Tanks and galleries

Any open tank the top edge of which is not at least 30 cm above the floor must immediately be enclosed by a double rail 90 cm in height.

5.3.10 Machines

If hoists, forklift trucks, cranes, road vehicles of all kinds and motor coaches are to be used for demonstration purposes, the exhibitor must ensure that these are not wilfully manipulated by third parties, even when demonstration is not in progress.

5.3.11 Sources of ionizing radiation

An exhibitor who intends to display any source of ionizing radiation other than one that is insignificant pursuant to Act No. 18/1997 Coll. (nuclear act) as amended and its implementing decree No. 307/2002 Coll. of the State Office for Nuclear Safety on protection from radiation as amended, or to handle such in the course of the event, is obliged to report this fact or apply in good time to the State Office for Nuclear Safety for the required permit in accordance with the abovementioned Act and its implementing regulations. Documentation proving compliance with reporting requirements and/or ownership of the necessary permit should be submitted to the Company's FSM and OSH department before he places these sources on the premises. Independent transport of radionuclide sources must be carried out by authorized carriers and hauliers in accordance with the requirements for the transport of Class 7 hazardous materials as per the mode of transport chosen (ADR, RID, IATA).

Emitter guards must ensure that in the vicinity of throughways that may be used by visitors appropriate limits are not exceeded and radiation protection must be optimized in compliance with the provisions of Title IV of the abovementioned radiation protection regulations. It is necessary to ensure that all ionizing radiation devices are stored in such a way that their theft or manipulation by unauthorized persons is prevented.

5.3.12 Poisons and medicines

Exhibitors of medicines and narcotics may display only dummies of these. Samples of medicines and narcotics may not be distributed. Poisons and other generally harmful substances may not be exhibited.

5.3.13 Weapons, ammunition and explosives

Weapons and substantial parts of these may be exhibited only in display cases properly secured against theft. Weapons and ammunition exhibited in larger quantities must be guarded at the exhibitor's own expense continuously for the whole period that the event is in progress, including outside of working hours.

Explosives and detonators may not be exhibited. Only dummies of these may be exhibited. Firing instruments and other materials for use with these must be secured against possible theft.

5.3.14 Cables and technical wiring

All cables and technical wiring must run through shafts; where a cable or electrical wiring exits a shaft it must be secured, e.g. by a cable protector or ramp. Cables and technical wiring may not be run along or across roadways or in emergency exits. To prevent severing and other damage, it is forbidden to run electrical cables along doors and gates, where they must be secured by a ramp or a protective strip.

5.3.15 Earthworks

All earthworks on the exhibition grounds related to the demonstration of exhibited construction and earthworks machinery and any interference with buildings and equipment in concealed and open areas of the grounds may occur only with the authorization in writing of the site administrator.

5.3.16 Demonstration of exhibits



VÝSTAVIŠTĚ PRAHA

Exhibits demonstrated in operation may be operated only by persons authorized to do so. At the request of an inspector – an employee of the Company's FSM and OSH department or an employee of the Regional Labour Inspectorate – the appropriate authorization must be shown.

5.3.17 Noise and vibration

Observe hygienic limits of noise and vibration in indoor and outdoor spaces as stipulated for night and day pursuant to Government Decree NV 148/2006 Coll. on the protection of health against effects of noise and vibration.

5.3.18 Accident

In case of injury to an employee of another employer, a visitor at the exhibitor's exposition or a legal or natural person performing work at the workplace of the Company, the exhibitor is obliged to report this accident to the Company's FSM and OSH department, telephone no. 220 10 34 00, through site security at the main reception. In case of need first aid will be called for and medical treatment provided.

5.3.19 Inspection

Observance of these directions and conditions will be monitored by competent employees of the Company, the approval committee, fire patrols and qualified electricians operating temporary electrical equipment. The exhibitor/sublessee (assembly firm) is obliged to grant these persons access to all parts of his exposition. The exhibitor/sublessee (assembly firm) notes that in case of violation or non-fulfilment of the above-stated conditions the Company is entitled to exclude him from participation in the exhibition or prevent him from entering the exposition.

5.3.20 Reciprocal information

Pursuant to Act. No. č.262/2006 Coll. (Labour Code), Section 1, para. 3 by this the sublessee is informed by this Annex of mutual risk exposure. This Annex is an integral part of the Sublease contract.

6. Important telephone numbers

emergency services 155
fire office 150

The Sublessee/contractor declares that he/she is acquainted with and agrees with the Safety Rules in Operation on the Site of the Prague-Holešovice Exhibition Grounds.	
Company:	
Name of authorized person:	
Signature and stamp:	
Date:	

Schedule 6

Information on Interaction of Risks (attached)

On the basis of the requirement of Act No. 262/2006 Coll. (the Labor Code) Art. 101(3), the company Rozvojové projekty Praha a.s. is informing you of the mutual effects of risks that can occur within the premises of the Výstaviště Praha exhibition grounds complex in connection with the movement of persons and supplier company employees. In order to eliminate or minimize such risks, it is necessary to create such conditions so that the safety and protection of health of all persons to whom the activities being conducted pertain is ensured.

In ensuring fire protection, it is necessary to proceed in accordance with Act No. 133/1985 Coll., on Fire Protection, and Interior Ministry implementing Decree No. 246/2001 Coll., on Fire Prevention.

NOTIFICATION OF RISKS, PREVENTION, MEASURES:
Floors, pathways

Risk: stumbling, falls of persons on flat ground

Measures:

- Elimination of any pathway obstacles that could be stumbled on - hoses, electrical cables

Risk: stumbling, foot sprains, bumps, catching on various obstacles and segments protruding from the floor

Measures:

- If fixed obstacles cannot be eliminated, using incline wedges or safety markings (black and yellow or red and white hatching);
- Keeping pathways and passageways freely passable and unobstructed, free of obstacles, not blocking them with material and operating equipment;

Risk: slipping, foot sprains, bumps and persons falling on wet pathways

Measures:

- Flat and solid state of the surface of floors and pathways, free of bumps or holes, cleaning and tidying of floors
- Cleaning walking surfaces, timely removal of dirt, timely cleaning, mopping of floors until dry with the use of appropriate cleaning and degreasing agents, etc.
- In wintertime, removal of ice and snow, spreading anti-slip substances
- Increased caution when moving about the construction site
- Marking wet pathways/floors with a warning or safety sign (e.g. floor stands)

Risk: narrowed passageways, workers getting bumped or caught on solid structures, machinery, etc.

Measures:

- Correct placement of equipment in such a way so that minimum widths of pathways, passageways, operating spaces, etc. are complied with

Risk: more difficult evacuation and movement of persons by way of emergency exits in the event of danger

Measures:

- Permanently keeping emergency exits and escape routes unobstructed
- Marking designated emergency exits and escape routes with safety signs

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	Company Board of Directors	1 / 1
Date:	Ing. Novotný Václav	Effective from:
	Mgr. Karel Klíma	1 January 2015
	Date:	



- Ensuring sufficient emergency lighting on escape routes
- Ensuring constant ability to open (e.g., emergency fittings on escape doors)

Stairs

Risk: persons falling when moving about on stairways

Measures:

- In view of the state of stairways, applying increased caution when walking up and down stairways
- Holding onto handrails when walking up and down stairways
- Cleaning of footwear prior to entering buildings
- Marking the first and last step of stairway
- Each flight (three or more steps) must be provided with a handrail at least on one side

Risk: slanted, incorrect stepping on an edge

Measures:

- Correct stepping, ruling out slanted stepping, increased caution in case of reduced adhesiveness in wet conditions, during frost, through the effects of muddy footwear, etc.
- Ruling out incorrect stepping on the edge (border) of the stair step with worsened frictional conditions

Construction sites, workplaces, floors and pathways – movement of persons

Risk: falls, bumping of various parts of the body upon the occurrence of a fall within the spaces of a construction site, foot sprains when person walk around construction site pathways and floors;

Measures:

- Keeping pathways and passageways freely passable and unobstructed, free of obstacles, not blocking them with material, operating equipment, etc.
- Placing moveable feeds and electrical cables out of pathways
- Timely elimination of pathway obstacles
- Ensuring sufficient electrical lighting at night and during reduced visibility
- Ensure the movement of persons only along designated routes and corridors

Risk: stumbling, foot sprains, bumps, catching on various obstacles and protruding elements within the construction/building spaces

Measures:

- Elimination of pathway obstacles that can be stumbled on – cap screws and lid covers raised above floor level, hoses, cables (e.g. in entryway areas, in hallways, etc.)

Risk: slipping when walking through terrain, muddy, snowy and frost-covered pathways and in exterior construction site spaces

Measures:

- Appropriate choice of routes, designation and establishment of entrances to the building site, construction site pathways and access paths, sidewalks
- Cleaning and maintenance thereof primarily in wintertime and during rainy weather
- Ensure the movement of persons only along designated routes and corridors
- Using appropriate (e.g. non-skid) footwear

Risk: feet punctured by nails and soles of footwear being cut with other sharp or angular items

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Measures:

- Timely cleaning and removal of material with sharp or angular parts (parts of casing, torn out material with nails, etc.)
- Using footwear with a puncture-resistant insole

Risk: falling into depths (into excavation ditches, holes)

Measures:

- Providing open edges of ditches, overcrossings and bridge walks with railings or a prominent barrier
- Increased caution and focus primarily in winter and during rain
- Ensure the movement of persons only along designated routes and corridors

Risk: persons falling into holes, shafts, sewers, openings, pits, falling through insufficiently solid and load-bearing lids and coverings of openings, falling through non-bearing elements and structures located in walking areas of the construction site

Measures:

- Ensure the movement of persons only along designated routes and corridors
- Compliance with command and restriction signs
- Consistent covering or fencing off of all openings or open areas

Fencing

Risk: movement of gate – a person being hit

Measures:

- Securing the gate in an open position so as to prevent spontaneous closing

Lay-By Areas and Parking Areas

Risk: vehicle hitting a person, running over a person

Measures:

- Increased caution when persons are moving around lay-by areas and parking areas
- Complying with maximum permitted speed within the complex

Risk: slipping, persons falling

Measures:

- Increased caution in regard to movement of persons around lay-by areas and parking areas
- Maintaining negotiability primarily in winter time

Lighting

Risk: reduced visibility, occurrence of dark areas, increased chance of injury

Measures:

- Creation of suitable and sufficient artificial lighting, ensuring appropriate local lighting
- Uniformity of lighting

Prepared by:	Approved by: Company Board of Directors	Issue/Revision No.
		1 / 1
Date:	Ing. Novotný Václav Mgr. Karel Klíma Date:	Effective from: 1 January 2015



Demolition and renovation

Risk: uncontrolled, uncontrollable, premature and sudden institution of a structure

Measures:

- Ensure the movement of persons only along designated routes and corridors
- Stop all renovation works on the grounds when persons are moving around the construction site
- Use head protection (safety helmets)
- Technological procedure of safe demolition set in advance in writing

Risk: falling of material or part of a structure onto a person

Measures:

- Ensure the movement of persons only along designated routes and corridors
- Stop all renovation works on the grounds when persons are moving around the construction site
- Use head protection (safety helmets)

Risk: dustiness

Measures:

- Implementation of measures preventing excessive raising of dust
- Stop all renovation works on the grounds when persons are moving around the construction site

Risk: equipment

Measures:

- Only use equipment with a valid inspection
- Designated equipment can only be operated by qualified persons
- For other equipment, operators must be acquainted in advance of the risks of the equipment and operation

I confirm with my signature that I have been informed of the risks within the Výstaviště Praha exhibition grounds complex.

Company:

Informed:

Date:

Prepared by:	Approved by: Company Board of Directors	Issue/Revision No.
		1 / 1
Date:	Ing. Novotný Václav Mgr. Karel Klíma Date:	Effective from: 1 January 2015



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Schedule 7

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