



AA0109

LEASE CONTRACT No. []

for the Event []

and for the lease period from [] to []

Kongresové centrum Praha, a.s.

with registered office on 5. května 1640/65, Nusle, 140 00 Prague 4, Czech Republic

ID No.: 63080249, Tax ID No.: CZ63080249 (VAT payer)

registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 3275.

bank: Komerční banka, a.s.

bank account: 6502790257/0100 IBAN: CZ0501000000006502790257 / KOMBCZPPXXX

represented by Managing Director Lenka Žlebková, based on power of attorney

represented by Director of Sales & Marketing Roman Sovják

(hereinafter referred to as “the Lessor”)

and

[]

with its registered office []

ID No.: [], Tax ID No.: []

Type of VAT-payer: []

represented by []

(hereinafter referred to as “the Lessee”)

have negotiated this contract today:

1. Subject and Purpose of the Contract

- 1.1 The Lessor relinquish non-residential premises in the Lessor’s headquarters (hereinafter referred to as “*the Building*”) specified in the Appendix 2 (hereinafter referred to as the “*the premises*”) to the Lessee for use and the Lessee accepts these premises for its use and undertakes to pay the Lessor as specified therein. The Lessee is entitled to make use of, in the framework of the agreed rent, the services provided by the Lessor in connection with the lease specified in Appendix 1 to this contract. Appendix 2 is subject to the business secret of the Lessor.
- 1.2 The Lessor agrees to provide the Lessee with the services as required by the Lessee to the extent specified in Appendix 3 to this contract and the Lessee undertakes to pay the Lessor the remuneration specified therein for these services. Appendix 3 is subject to the business secret of the Lessor.
- 1.3 Additional services other than those related to the lease or ordered by the Lessee shall be ordered by the Lessee in writing at the Lessor and the Lessee is entitled to make use of such services not sooner than the Lessor issues confirmation of calculation in writing. The Lessor reserves the right to condition the provision of additional services on immediate payment for them and/or to refuse them completely in regards to operational capacity of the Lessor.
- 1.4 The purpose of the lease is the usage of the premises for organizing an event [], event type: [] (hereinafter referred to as “*the Event*”).
- 1.5 During the Event, the Lessee is obliged to comply with the General Conditions for Holding Events issued in accordance with the Section 1751 of the Act No. 89/2012 Coll., Civil Code, as amended. By signing hereof, the Lessee confirms that he/she has received the Conditions for Holding of Events on the Premises of Kongresové centrum Praha, a.s. by e-mail in PDF format together with the draft of the lease contract. Lessee furthermore confirms that he/she has acquainted himself/herself therewith and undertakes to observe the provisions thereof. Conditions for Holding of Events on the Premises of Kongresové centrum Praha, a.s. are valid and effective as of January the 20th 2020. The current version of these Conditions is always available at the online address <https://www.praguecc.cz/en/contractual-conditions> .

2. Payment Conditions

- 2.1 The Lessee undertakes to pay to the Lessor the agreed rent for the premises and the remuneration for the services in the amount and within the deadlines stipulated in Appendices No. 2 and No. 3 to this contract provided that the 100% of the rent and 75% of the price of the ordered services must be credited to the account of the Lessor no later than 7 days prior the use of the Lessor's premises. The Lessee acknowledges that 10 % of the rent and ordered services paid in accordance with previous sentence is non-refundable in all circumstances, including the cases mentioned on Sec 5.2 of this contract. The Lessee is obliged to make the appropriate payments by wireless transfer to the Lessor's bank account as set in the header of this contract, under the variable symbol identical to the number of this contract. The Lessor issues and sends to the Lessee a tax document in regards to advance payments of the Lessee upon receipt of the relevant payment to its account. Final payments of the Lessee shall be paid on the basis of the Lessor's invoices issued in accordance with the agreed payment schedule with a maturity of 14 days (in the case of a lessee from the Czech Republic), or 30 days (in the case of a lessee from abroad) from the date of delivery to the Lessee.
- 2.2 If the Lessee is in default with the payment of the Lessor's invoice it will pay the default interest in the amount of 0.1% from the due amount for each day of delay.
- 2.3 Costs (fees) associated with payments under this contract will be borne by the Lessee.
- 2.4 The Lessor is entitled to increase the agreed lease for the premises and the remuneration for services by the inflationary development of the Czech crown from the year of signing this contract until the year of holding the Event in question.
- 2.5 VAT shall be added to the rent for the premises and to the remuneration for the services as well as to the costs of the energy supply according to the applicable legislation.
- 2.6 The Lessee is obliged to specify all required services at least 7 working days before the start of the Event. Prices of services ordered less than 7 working days before the start of the event shall be increase by up to 100 %.

3. General Conditions for the Holding of Events

- 3.1 The Lessee is obliged to arrange at its own expense the appropriate insurance to cover the risks associated with, in particular, any damage caused to third parties or damage to the property of third parties that could occur in connection with holding the Event.
- 3.2 The Lessor is entitled to take photos, video and audio recordings of the Event for its own archival and promotional purposes, especially for the purpose of promotion on the website, in the Lessor's presentations, etc. However, always in accordance with applicable legal regulations regarding the protection of personality and personal data.
- 3.3 The Lessor's appointed personnel for arranging matters relating to the performance of this contract shall be [•], telephone [•], e-mail: [•], – Commercial Department, and [•], telephone no.: [•], e-mail [•], – Production Department, the Lessee's for arranging matters relating to the performance of this contract [•], telephone [•], e-mail: [•]. In matters of fire protection and health and safety, the Lessor's appointed personnel representative is Mr. František Král, contact information: tel +420 739 539 211, frantisek.kral@praguecc.cz. Changes of these persons are permitted by each of the contracting parties unilaterally provided that the contracting party in question is to inform the other contracting party about such a change in a timely manner.

4. Consequences of the Lessee's Breach of Obligations

- 4.1 If the Lessee is in default of performing its obligations under the contract and the Lessor hereby suspends, in whole or in part, its cooperation in the preparation of the Event until the moment when the Lessee remedies its misconduct, the Lessor shall not be in default of performing its obligations and shall not be liable for any damage incurred by the Lessee as a result of such suspension of performance of the Lessor's obligations under the contract.
- 4.2 The Lessor is entitled to demand the following cancellation fees from the Lessee:
 - 4.2.1 The Lessee cancels the Event
 - no later than 6 months before the start of the Event, the cancellation fee being 50%

- of the agreed rent of the premises
- less than 6 months before the start of the Event, the cancellation fee being 75% of the agreed rent of the premises
- less than 1 month before the start of the Event, the cancellation fee is 100% of the agreed rent of the premises

4.2.2 The Lessee cancels the ordered services

- 14-8 business days before the start of the Event, the cancellation fee is 30% of the agreed price of each canceled service
- 7-4 business days before the start of the Event, the cancellation fee is 50% of the agreed price of each canceled service
- 3-0 business days before the start of the Event, the cancellation fee is 100% of the agreed price of each canceled service

4.2.3 The Lessee reduces the amount of the premises and/or services ordered

- the Lessor accepts a reduction up to 10% of the total amount of the premises and/or services ordered without any cancellation
- a reduction of more than 10% of the total amount of the premises and/or services ordered is subject to cancellation fees specified in points 4.2.1 and 4.2.2, with the percentage amount of the fee calculated from the price of the canceled premises and services

4.3 The Lessor is entitled to demand the following contractual penalties from the Lessee:

4.3.1 The Lessee exceeds the lease period

- 10% of the negotiated 12-hour rental price for each hour commenced beyond the agreed lease period

4.3.2 The Lessee exceeds the period for using services

- 20% of the agreed hourly price of the service concerned for each hour commenced beyond the agreed time for use of services

4.3.3 The Lessee exceeds the period for renting the movable items

- the price of the rental of the movable items for one day increased by 20%

4.4 The Lessor is entitled to withdraw from this contract with immediate effect in the following cases:

- The Lessee violates this agreement in a substantial way;
- The Lessee's payments in the amount according to Article 2.1 of this contract are not credited to the Lessor's account within the specified time;
- The Lessee opposed to the originally agreed terms changes the subject, purpose or content of the Event, albeit partially, without the prior written consent of the Lessor;
- The Lessor discovers in the premises or on the part of the Lessee any facts that may endanger public safety or order or entail the risk of damaging the Lessor's business reputation, damage to property or health or other violation of the law;
- The Lessee enters into liquidation or there has been launched insolvency proceedings, enforcement proceedings or criminal proceedings against the Lessee.

5. Liability for Damage

- 5.1 The Lessee bears responsibility for the property of the Lessor, provided by the Lessor in connection with the holding of the Event, for its own property brought to the leased premises and for the safety of people on the premises during the preparation, course and winding up of the Event. The Lessee is released from such responsibility if it proves that the damage was caused by the force majeure.
- 5.2 Force Majeure Event means any circumstance beyond the reasonable control of a party such as war, acts of terrorism, government regulations (except measures taken by public authorities, issued in the form of normative or individual Acts directly or indirectly in connection with the COVID-19), disaster, civil disorder, fire, flood, earthquake, revolution. The performance of the Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the reasonable control of either party due to a Force Majeure Event. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than five (5) days after learning of such basis. The advance payments (except non-refundable payment) would be returned within forty five (45) days of cancellation due to Force Majeure.
- 5.3 The Lessee is obliged to compensate the Lessor for the damage caused to it in connection with the preparation, course and winding up of the Event for reasons on the part of the Lessee. The Lessee undertakes to observe the rules of safety, fire protection, hygiene and ecology set forth by generally binding legal regulations of the Czech Republic during the preparation, course and winding up of the Event.
- 5.4 The Lessor shall not be liable for damage incurred free of its fault for items owned or held by the Lessee, located for the duration of the lease in the subject of the lease. By entering such items or by keeping them in the subject of lease, a deposit or storage contract between the Lessee and the Lessor is not established.
- 5.5 The person causing damage is relieved from its obligations to compensate for damage if it is proved that it was temporarily or permanently prevented from complying the obligations by an unforeseeable and inconvenient impediment arising out of regardless of its will, but only from the moment of the occurrence of such an impediment until the moment of its disappearance.

6. Information Protection

- 6.1 The Lessee hereby declares that all information that the Lessor learns in relation to the contract is of a confidential nature.
- 6.2 The Lessor considers the protected information according to this provision to be the company's trade secrets, personal data and confidential information marked as confidential, or expressly communicated as so. The Lessee undertakes to maintain the confidentiality of protected information and use protected information only to fulfill the subject of this contract. The obligation to maintain confidentiality means, in particular, the obligation to refrain from any act by which protected information is communicated or made available to a third party or used in contravention of its purpose for own needs of the Lessee or for the benefit of a third party, or allowing third parties to make use of such protected information.
- 6.3 The Lessee is entitled to transfer protected information to a third party in case this obligation arises from a law or other legal regulation or a final decision of a court. The Lessee undertakes in this case to cooperate and to adopt all possible measures necessary to protect the interests of the other contracting Party.

7. Final Provisions

- 7.1 This contract shall enter into force and effect on the date of its signature by both contracting parties and shall be valid for a specified period from 30.05.2023 to 03.06.2023. This Contract is subject to an exception from the publication in the Agreement Register according to Section 3 letter q) of Act No. 340/2015 Coll., on Special Conditions for the Efficacy of Some Agreements, Publication of These Agreements and on an Agreement Register, as amended.
- 7.2 This contract and the rights and obligations arising from it are governed by the laws of the Czech Republic. The contracting parties hereby by their mutual agreement pursuant to Section

89a of the Civil Procedure Code (Act No. 99/1963 Coll., as amended) for the settlement of disputes arising from this contract determine the territorial jurisdiction of the District Court for Prague 1.

- 7.3 The following provisions of the Civil Code (Act No. 89/2012 Coll., as amended) shall not apply to rights and obligations under this contract: Section 558 Par. 2, Section 647, Section 1740 Par. 3, Sections 1793 to 1795, Section 1805 Par. 2, Section 1951, Section 1971, Section 1987 Par. 1, Section 2218, Section 2219 Par 2, Section 2223, Section 2232, Section 2233, Par. 2, Sections 2303, 2308 to 2311.
- 7.4 The contracting parties have agreed that claims which have not yet matured but are properly accounted for and known to the other contracting party are eligible for set-off; the provisions of Section 1987 Par. 1 of the Civil Code (Act No. 89/2012 Coll., as amended) shall not apply. Uncertain or indeterminate claims are not eligible for set-off.
- 7.5 The payment of a contractual penalty and/or cancellation fee under this contract shall not affect or limit the right of the eligible contracting party to compensation for damage to the fullest extent.
- 7.6 The contracting parties have agreed that the contents of Appendix 2 and Appendix 3 to this contract may be modified by the Lessee's written consent to the actual version of the Appendix drawn up by the Lessor, which in such a case replaces the corresponding Appendix to this contract, exceptionally and with respect to operational needs Appendix 3 to this contract may be altered by the provision and use of the service, provided that the Lessee accepts the service by using it, including the usual terms of its provision. The Lessee hereby undertakes to confirm to the Lessor the use of the service immediately after the end of the Event in accordance with the procedure of the first sentence of this paragraph.
- 7.7 This contract may be changed only by written and ascending-numbered addenda.
- 7.8 VAR. A: This contract is drawn up in two copies, of which one contracting party will receive one./VAR. B: This contract he contract is drawn up in electronic form in 1 copy in the English language with electronic signatures of both Contracting Parties in accordance with Act No. 297/2016 Coll., on trust-creating services for electronic transactions, as amended. Trusted contacts for electronic signing purposes are:
The Lessor: [•]
The Lessee: [•]
- 7.9 The Conditions for Holding of Events on the Premises of Kongresové centrum Praha, a.s. VOP 01/2020 from the 20th of January 2020 and following appendixes comprise an integral part of the contract:
Appendix 1 - Specification of services provided together with the lease
Appendix 2 - Specification of the subject of the lease and the rent
Appendix 3 - Specification of ordered services

In Prague on __. __

In _____ on __. __

[name]
[function]

Kongresové centrum Praha, a.s.
with registered office on 5. května 1640/65, Nusle,
140 00 Prague 4, Czech Republic

[name]
[function]
[•]

Appendix 1:

Specification of services provided with the lease

The Lessor provides the following services in connection with the lease and covered by the rent:

- Layout of meeting halls – one variant of layout of the meeting hall, if the layout is exactly specified at least 14 days before the event, the rent does not include the construction of podiums and the lecterns desks;
- Meeting halls furniture – chairs, desks, white tablecloths – only the Lessor's furniture;
- Foyer – as a lobby without using it for program or catering – will be specified in Appendix 2 to the Contract;
- The basic information system – usage of the stable information system in the Building, the possibility to use the mobile information system stands (if there will be a certain number on demand announced at least 14 days prior the event), must be used as an information system of the event, can not be used for advertising purposes in non-leased spaces;
- Personal elevators, escalators – use of these lifts and escalators for clients and visitors of the event within the access routes, use of a freight elevator for a maximum of 5 hours during material loading and max. 5 hours for winding up the events for congresses with accompanying exhibition – if the request is announced at least 14 days prior the event;
- Cloakroom with attendants. Usherettes during culture events in the Congress Hall and Forum Hall;
- Toilets – including cleaning during the event;
- Cleaning of meeting premises and chill-out zones – after preparation of the event, after each day of the private event and after the winding up of the event (basic cleaning in the Lessor's leased premises, cleaning of the furniture in the Lessor's leased premises);
- Stage set-up in the Forum Hall if specified at least 14 days prior the event;
- Fire Safety Service – fire brigade in the Building, fire detectors, automatic extinguishing system;
- Basic Wi-Fi connection up to 100 Mbit for participants, with limitation 2 Mbit per user;
- First Aid Room;

The rent also includes the price for utilities related to:

- Basic lighting – the main lighting of the leased space;
- Air conditioning, heating – ensuring the quality and temperature of air in the Building according to valid Czech and European Union standards;
- Electricity – enabling electricity consumption in leased premises from existing distribution systems, electricity consumption, electricity consumption limits: large halls – max 60 kW, 3 phases 400 V fuse 32 A, medium halls – max 30 kW, 3 phase 400 V fuse 16 A, small halls – max 10 kW, 1 phase 220 V fuse 16 A – (if specified at least 14 days before the event), does not apply to accompanying exhibitions

FINANČNÍ ÚSEK**500 - finanční ředitel + sekretariát**

Holý Jaromír, Ing./2870 os.č.	2501	602 439 211	finanční ředitel
Buriánová Gabriela	2503	739 539 106	asistent odborného ředitele

503 - odd. centrálního nákupu

Zemanová Věra	2530	739 539 102	manažer centrálního nákupu
Hradilová Eva Anežka	2533	739 539 360	specialista PŘ (MD)
Fulín Jan	2531, 2535	739 539 101	referent zásobování, skladník
Benák Karel	2532	606 686 468	nákupčí

505 - účetní oddělení

Hurychová Ivana, Ing.	2555	739 539 259	manažer účetního odd.
Hála Kamil, Ing.	2550	739 539 299	účetní senior – specialista
Velová Olga	2570, 2558		účetní / hl. pokladna
Závadská Vladimíra	2552		účetní
Kováčková Jana	5095		účetní
Bechyňová Hana	2553		účetní
Drahňovská Petra	2571		účetní
			účetní/pokladna hotel 1/2
Šubotníková Andrea	2561	739 539 218	referent evidence majetku

507 - odd. controllingu KCP

Válek Martin, Ing.	2520	739 539 298	manažer controllingu
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Úsek GR - 402 - OIT

Nábělek Lubomír	2421	739 539 233	manaže IT
Bláha Petr		739 539 222	infrastrukturní specialista senior
Pechmanová Kateřina	2424	739 539 103	správce IT aplikací
Kučař Jan	2423	739 539 187	IT specialista junior
Hlušíčka Richard	2427	739 539 251	IT specialista junior
Mrázek Zdeněk	2624	739 539 221	IT technik datových sítí
Hlaváč Ondřej		739 539 357	správce aplikačního software
Mareš David	2422	737 218 502	Datový analytik

IT podpora	739 539 398
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HOTEL

Zlomek Kamil	5040	725 544 609
Štěpánová Romana, Mgr.	5041	739 539 116
Černá Jakubcová Simona	5730	605 215 387
Dana Bína	5004	605 215 387
Kunc Michal	5090	739 539 304
Shul Olena, Ing.	5094	
pokladna	5045	

Management

Žlebková Lenka, Ing.	2201	739 539 330
Bednář Luděk, Ing.	2401	739 539 139
Jahodová Dana, Ing.	2110	739 539 345
Menclová Drahomíra, Mgr.	2541	739 539 354
Sovjak Roman, Mgr.	2201	739 539 212
Neumann Radek, Mgr., Bc	2701	739 539 292
Žižková Šárka, Mgr.	2510	739 539 265

Melicharová Ladislava	2103	739 539 213
	2511	739 539 176
Sedláčková Martina	2210	739 539 240
Bartoš Vratislav	2308	739 539 239
Sírná Adriana, Bc.	2544	739 539 288
Lokvencová Natálie	2204	739 539 331