

**Payment, Contractual and Technical Conditions for events held in the premises of
Kongresové centrum Praha, a.s. (Prague Congress centre)**

Article I

SUBJECT MATTER OF THE CONTRACT AND FUNDAMENTAL PROVISIONS

1. CONTRACTING PARTIES

These Payment, Contractual and Technical Conditions (hereinafter referred to as the "Conditions") form an integral part of the Lease Contract (hereinafter referred to as the "Contract") concluded between the company Kongresové centrum Praha, a.s. (Prague Congress Centre) (referred to as the "Lessor") and a natural or a legal person (hereinafter referred to as the "Lessee") for the purposes of holding an Event.

2. THE TERM "EVENT"

For the purposes of the Contract, an Event shall include, without limitation, organization of a congress, a conference, an exhibition, a presentation, a social, cultural or sports event or any other event for which the Lessor's non-residential premises in the registered office of the Lessor (hereinafter referred to as the "Building") are leased or for which the Lessor's related works and services are also provided.

3. SUBJECT MATTER OF THE CONTRACT

3.1. The subject matter of the Contract is the Lessor's obligation to render the premises in the Building (halls, rooms, exhibition premises or any other agreed premises), including all agreed facilities, equipment and installations, for usage by the Lessee, to provide, ensure or mediate all related services or services requested by the Lessee as specified in the Contract or in its annexes, and finally the obligation of the Lessee to pay the pre-agreed price for the non-residential premises and for the services provided, and to adhere to the conditions as agreed herein when using the subject of lease, its facilities, equipment, installations and also common areas and access roads.

3.2. By signing the Contract the Lessee declares that he is fully acquainted with the subject of lease. The Lessee hereby declares that the subject of lease, as of the date of conclusion of the Contract, is in a fit condition for the agreed purpose and that it has no faults which could prevent or obstruct the usage of the subject of lease for such purpose.

Article II

CONCLUSION OF THE CONTRACT AND PROVISION OF WORKS AND SERVICES

1. CONCLUSION OF THE CONTRACT

For the realization of the Event the Lessee and the Lessor shall conclude the Contract in which the contractual parties shall set their rights and obligations, the venue and date of the Event, all other particulars of the Event and also any special services requested by the Lessee and provided or ensured by the Lessor.

2. SERVICES PROVIDED BY THE LESSOR

No later than 30 days prior to the beginning of the Event and unless agreed otherwise in the Contract, the contractual parties shall agree on the extent of services related to the rent provided by the Lessor to the Lessee. Payments for services provided shall be invoiced to the Lessee separately, either together with the payment of the Rent or separately.

Article III PAYMENT CONDITIONS

1. PAYMENT OF ADVANCES AND RENT

1.1. Payments of advances

- Should the Contract be concluded earlier than **24 months / 12 – 24 months** before the Event, the non-refundable deposit amounts to **3-5 % / 5-10 %** of the total amount agreed as the rent; the deposit matures 30 days after the conclusion of the Contract. Payments of other deposits within 12 months prior to the Event shall be as follows:
 - Within the 9th and 12th month prior to the Event the advance deposit of the rent amounts to 15 % of the agreed rent.
 - Within the 6th and 9th month prior to the Event the advance deposit of the rent amounts to 25 % of the agreed rent.
 - Within the 3rd and 6th month prior to the Event the advance deposit of the rent amounts to 35 % of the agreed rent.
 - The deposit of 100 % of the agreed rent has to be credited to the Lessors account no later than 7 days before the Event.
- Should the Contract be concluded 6 – 12 months before the Event, the deposits are payable within separate periods according to the above-mentioned schedule using a cumulative method.
 - The deposit of 100 % of the agreed rent has to be credited to the Lessors account no later than 7 days before the Event.
- Should the Contract be concluded less than 6 months before the Event, the deposits become payable as follows (a cumulative method may be applied):
 - Within the 3rd and 6th month prior to the Event the deposit of the rent amounts to 40 - 50 % of the agreed rent.
 - Within the 1st and 3rd month prior to the Event the advance deposit of the rent amounts to 40 – 50 % of the agreed rent.
 - The deposit of 100 % of the agreed rent has to be credited to the Lessors account no later than 7 days before the Event.
- The Rent for premises that the Lessee ordered in the course of preparation of and/or during the Event shall be paid on the basis of an invoice with the maturity of 14 days (30 days for foreign Lessees) after the invoice issue date.

1.2. Contractual penalty for cancellation of leased premises

Should the reservation of some of the ordered premises be cancelled by the Lessee, the Lessor is entitled to a contractual penalty accordingly to the Article IV. The Lessor will not apply the contractual penalty provided that the Lessee shall rent new premises or order new services having a value of the contractual penalty in question or more.

2. PAYMENT OF ORDERED SERVICES

2.1. The ordered services shall be paid as follows:

- 75 % of the price for ordered services shall be paid by the Lessee no later than 7 days before the commencement of the Event.
- 25% of the price for preordered services and 100 % of the price of services ordered in the course of preparation of and/or during the Event shall be paid on the basis of an invoice with the maturity of 14 days (30 days for foreign Lessees) after the invoice issue date.

2.2. Contractual penalty for cancelation of preordered services

The Lessor is entitled to claim a contractual penalty for cancelation of all or part of the preordered services in the amount calculated according to the number of working days before the beginning of the rent as follows: cancelation during the Event: 100 % of the price of the services according to the price list; 0 – 1 day: 100 % of the price of the services according to the price list; 2 – 3 days: 75 % of the price of the services according to the price list; 4 – 5 days: 50 % of the price of the services according to the price list; 6 – 7 days: 30 % of the price of the services according to the price list.

2.3. Increase of prices for services ordered late

When ordering services 10 calendar days and less before the beginning of the rent the prices for services increase as follows: 10 – 6 working days before the Event – surcharge of 20 % of the price of the services according to the price list; 5 – 3 working days before the Event – surcharge of 40 % of the price of the services according to the price list; 2 – 0 working days before the Event – surcharge of 50 % of the price of the services according to the price list; during the Event – surcharge of 50 % of the price of the services according to the price list.

3. DELAY

3.1. All payments due under the terms of the Contract are to be made in Czech crowns (hereinafter CZK).

3.2. In the event the Lessee is in arrears with fulfilment of his/her obligations pursuant to the Contract and the Lessor thus completely or partially cancels his/her collaboration in preparation of the Event until the moment this failure is remedied by the Lessee, the Lessor is not in delay with fulfilment of his duties and the Lessor shall not be held liable for any damage incurred to the Lessee due to such suspension of his/her obligations pursuant to the Contract.

3.3. Should the Lessee be in arrears with payment according to the final invoice (the difference not covered by the advance payment), he/she shall pay a delay interest to the amount of 0.5 ‰ of the outstanding amount for every day of the delay.

3.4. In the event the Lessee pays any payment according to the Contract by a credit card and this payment gives rise to additional costs compared to the payments by a bank transfer, the Lessee shall be obliged to pay in full such additional costs.

Article IV CANCELLATION OF THE CONTRACT

1. CONTRACTUAL FINE

Should there be a cancellation or a partial reduction of the scope of the agreed Event as defined in the Annex to the Contract (hereinafter the „Cancellation of the Event“) by the Lessee, the Lessor is entitled to claim a contractual fine as follows:

1.1 In case the Cancellation of the Event shall be six or more months prior to the day of commencement of the Event, the contractual fine amounts to 50 % of the agreed rent;

1.2 In case the Cancellation of the Event shall be less than six months prior to the day of commencement of the Event, the contractual fine amounts to 75 % of the agreed rent;

1.3 In case the Cancellation of the Event shall be less than three weeks prior to the day of commencement of the Event, the contractual fine amounts to 100 % of the agreed rent.

2. WITHDRAWAL FROM THE CONTRACT

Regardless of any other legal rights, the Lessor is entitled to withdraw from the Contract under the following circumstances:

2.1. the Lessee fails to fulfil his/her fundamental obligations stipulated in the Contract, i.e. namely if he/she fails to meet any of his/her payment obligations mentioned in previous articles,

2.2. the Lessee even partially changes the subject, purpose or contents of the Event against the originally agreed terms and conditions without the prior written consent of the Lessor, or

2.3. the Lessor upon concluding the Contract, or commencement of the Event, discovers on the leased premises or on the part of the Lessee such circumstances that could jeopardize public safety or public order or that may cause risk of damage to Lessor's reputation, injury or damage to the property or any other infringement of legal regulations, and the Lessee fails to remove the discovered flaws within the stipulated period following notification of the Lessor.

2.4. Notice of withdrawal must be delivered in writing and shall become effective as of the day of its delivery to the Lessee.

Article V LIABILITY AND INSURANCE

1. LIABILITY FOR REALIZATION OF THE EVENT

Throughout the entire period of preparation and the course of the Event, the Lessee shall be held liable for the Lessor's property provided to him/her by the Lessor for the purpose of realization of the Event, likewise for the safety of persons in the leased premises. The Lessee shall be exempt of liability if he/she proves that the damage was caused by a force majeure.

2. LESSOR'S LIABILITY

The Lessor shall be held liable for harm caused by violation of his/her obligations according to pertaining legal regulations and provisions of the Contract.

3. DAMAGES

The Lessee shall be obliged to compensate the Lessor for harm inflicted in connection with preparation, course and liquidation of the Event due to the Lessee. Throughout the entire period of preparation, course and liquidation of the Event, the Lessee undertakes to observe safety, fire protection, sanitary and environmental regulations stipulated by generally binding legal regulations of the Czech Republic.

4. INSURANCE

The Lessee is obliged to maintain at his/her own expense all necessary insurances to cover the risks associated especially with possible damage or injury caused to third parties or against property that could happen in connection with realization of the Event.

5. LIABILITY FOR LESSEE'S POSSESSIONS

The Lessor shall not be held liable for any damages occurred without the fault of the Lessor to Lessee's property which is contained during the Event in the premises. No contract on deposit or storing between the Lessee and the Lessor shall arise by bringing such property onto the premises or storing them on the premises.

Article VI OBLIGATIONS OF THE LESSEE

1. ORGANIZATION AND PROMOTION OF THE EVENT

1.1. In the interests of preparation of the Event the Lessee shall submit to the Lessor specific information about organizational matters connected with preparation and hosting of the agreed Event no later than 30 days prior to the commencement of the Event. Should disabled persons be due to attend the Event, the Lessee is obliged to inform the Lessor of this fact with sufficient prior notification. In the event the Lessee fails to meet his/her obligation to notify the Lessor despite a notice of the Lessor, the Lessor is entitled to fully or partially suspend his/her cooperation on preparation of the Event until the moment when this failure on the part of the Lessee is remedied. In such a case the Lessor shall not be held liable for any harm caused in consequence or in relation, not even in the event that the Lessor renews his/her collaboration with the Lessee in preparation of the Event.

1.2. Unless explicitly agreed otherwise, the Lessee is responsible for promotion of the Event and he/she shall proceed in accordance with the pertaining legal regulations. For pasting up printed promotional materials (posters) the Lessee may use only designated surfaces as agreed with their owner or operator.

2. USAGE OF THE STAFF OF THE LESSOR

Technical equipment owned by the Lessor may be used only by the Lessor's staff or other persons authorized by the Lessor.

3. LIABILITY FOR OPERATION OF TECHNICAL EQUIPMENT

3.1. The Lessee is entitled to use only such technical equipment that meets all conditions and standards stipulated by pertaining legal provisions regulating their usage, and only in such a manner as is stipulated by pertaining legal and/or technical regulations or standards for their usage. Only professionally qualified employees in sufficient condition of health are entitled to operate such equipment. Welding or cutting works on the entire premises of the Lessor are permitted only with the prior consent of the Lessor. The Lessor is not liable for any technical faults caused to the equipment installed by the Lessee or for any harm incurred as a result of such faults.

3.2. The Lessee may only use his own audio-visual equipment on the premises of the Lessor if the Lessor provides prior agreement in written form.

4. TAKEOVER OF LEASED PREMISES

4.1. The Lessor shall hand over and the Lessee shall take over the leased premises, their equipment and facilities before commencement of the Event. A handover report shall be drawn up upon handover of the premises, its equipment and facilities. In the handover report or annex thereof the Lessee shall be obliged to list and describe in writing all defects he/she identified in the leased premises, its equipment and facilities in writing.

4.2. The Lessee shall not exceed the capacity of the leased premises.

5. ARRANGEMENTS OF PREMISES

5.1. The Lessee is entitled to arrange the leased premises, to install heavy or large objects or technical equipment, decorations, billboards, posters or other promotional material solely upon the prior written consent of the Lessor. In preparation, realization and liquidation of the Event the Lessee shall be obliged to observe the Lessor's operating instructions and to use the technical and other equipment owned by the Lessor only with the prior consent and according to his/her instructions.

5.2. In case of installation of an exhibition on the leased premises, the Lessee shall receive instructions from the Lessor containing descriptions of all technical, safety and disposal conditions and instructions regarding the organization of the exhibition. The Lessee undertakes to fully adhere to these conditions. Permission to hold an exhibition event is subject to written consent issued by the Lessor related to the placement of individual exhibition stands and other elements of the exhibition on the leased premises. The exhibition stands must be placed according to the approved plans. A fire safety cordon of at least 150 cm between exhibition stands and glass-surfaces in the building – registered office of the Lessor must be observed. No flammable or combustible materials shall be placed by the glass surfaces outside the building.

5.3. All arrangements of the premises carried out by the Lessee require the prior written consent of the Lessor and shall be done at Lessee's own expense. In the event of betterment of the premises resulting from the arrangements, the Lessee is not entitled to any reimbursement following termination of the lease regardless of the cause of termination.

6. DISMANTLINGS, RETURNING THE PREMISES TO ORIGINAL STATE

The Lessee shall return the premises and equipment and facilities to its original state on the day of the termination of the lease and shall dismantle and remove all objects and equipment brought on to the premises. A takeover report shall be drawn up between the Lessor and the Lessee upon takeover of the premises, its equipment and facilities. In the event any damage to the leased premises is discovered on takeover of the premises by the Lessor, the Lessor shall list and describe all the damages and inform the Lessee thereof. The Lessee shall be obliged to pay the Lessor compensation for the damage to the amount corresponding to the repair costs or the costs of purchase if the damage is unrecoverable.

7. CATERING

7.1. Catering and gastronomic services shall be provided to the Lessee based on the Contract. These services shall be provided by persons authorized pursuant to special regulations through a contractual partner of the Lessor.

7.2. With the prior written consent of the Lessor, the Lessee is entitled to arrange catering and gastronomic services by third parties of his/her own choice. In such case the Lessee shall be obliged to ensure that the provision of catering and gastronomic services is in accordance with all legal and hygiene regulations and he/she shall be liable for all damages caused to the Lessor as a result of the actions of the provider of catering services.

Further, the Lessee shall be obliged to ensure that all points of distribution of catering or gastronomic services provided by the third party (the Provider) as selected by him/her are visibly identified by their respective business name and company registration number. The Provider's business name must be displayed in the same wording as registered in the Commercial Register, or any other respective register. The name and identification of the Provider will be placed on a rectangular sign board where the shorter width is at least 8 cm. The sign will be landscape-orientated and rendered in sufficiently legible font (or block letters) with the height of letters exceeding 3 cm. Should the Lessee fail to ensure placement of this sign board or should the sign board fail to adhere to the above-mentioned requirements, or should it be illegible, the Lessor is entitled to demand from the Lessee a contractual fine to the amount of CZK 50,000 (fifty thousand Czech crowns).

8. ADVERTISEMENT, SALE OF SERVICES

The Lessee is not entitled to sell or offer products or services to third parties beyond the leased premises unless the Lessor provides his consent in writing in advance. In case of a breach of this obligation on the part of the Lessee, the Lessor is entitled to demand a contractual fine to the amount of CZK 450,000 (four hundred fifty thousand Czech crowns) for every such individual breach.

9. ACCESS TO THE LEASED PROPERTY AND MOVING IN THE LESSOR'S PREMISES

9.1. The Lessee shall be obliged to observe all safety regulations stipulated by the Lessor regarding access, moving around and occupying of rooms, halls or facilities of the leased premises.

9.2. The Lessee shall be obliged to use only the internal logistic company designated by the Lessor for transportation of cargo in the Building (from the supply-point to the set leased premises in the Building and back) unless agreed otherwise with the Lessor. Handling of loads shall be done in such a way as not to damage or pollute the premises of the Lessor and/or their facilities and equipment.

In particular, the Lessee undertakes not to use personnel elevators to transport any loads. Should the Lessee use trolleys for transportation of loads, the trolleys must be equipped with bantam wheels.

The Lessor is entitled to demand a contractual fine from the Lessee to the amount of CZK 10,000 (ten thousand Czech crowns) for every such breach of the Lessee's obligations.

9.3. Further, the Lessee shall be obliged to respect the ban on smoking in the Building during preparation, course and liquidation of the Event. Smoking is allowed only in reserved and clearly marked areas. This ban also applies to stages and backstage areas. Upon violation of this ban the Lessee shall be obliged to pay to the Lessor a contractual fine to the amount of CZK 20,000 (twenty thousand Czech crowns) for every discovered instance of breach of this ban.

10. USE OF ROADS AND PUBLIC PREMISES OF THE LESSOR

10.1. Without the prior consent of the Lessor, the Lessee is not entitled to do anything that could lead to limitation of access and movement on purpose-built access roads of the Lessor, supply routes on the 1st underground level, or any other area of the Lessor's public premises; hindrance of access and movement namely implies placing objects (boxes, furniture, trolleys etc.) in those routes and parking vehicles beyond the boundaries of demarked areas reserved for loading and unloading.

10.2. Usage of the public premises of the Lessor for the purposes of loading and unloading of materials and goods for the Event is defined as follows:

10.2.1. Parking of vehicles for the purposes of loading and unloading is allowed only in marked areas that are defined as follows:

a) guarded area on the outdoor premises of the Lessor bounded by entrance gate, vehicles may only be driven along the grey supply belt while parking and unloading is only allowed on the red belt – parking and driving on blocks is prohibited.

b) guarded area bounded by the level crossing barrier at the guard post V 3 – basement of the Lessor's building, 1st underground level, (hereinafter only as the "loading and unloading area").

10.3. Entrance and parking of Lessee's vehicles or vehicles of a carrier arranged by the Lessee (hereinafter only as the "Lessee") in loading and unloading area is subject to a security deposit payment in the amount of:

a) CZK 2,000 (two thousand Czech crowns) per motor vehicle weighing up to 3.5 tons,

b) CZK 3,000 (three thousand Czech crowns) per motor vehicle weighing more than 3.5 tons,

Unloading means unloading the goods and material from a vehicle to the loading and unloading area.

Loading means loading the goods and material to the vehicle from the loading and unloading area.

10.4. The security deposit shall be refunded to the Lessee on condition that loading/unloading is carried out as follows:

a) For vehicles weighing up to 3.5 tons a time limit of 1 hour (60 minutes) as of entrance to the loading and unloading area applies;

b) For vehicles weighing above 3.5 tons a time limit of 2 hours (120 minutes) as of entrance of the vehicle to the loading and unloading area applies;

10.5. If the vehicle fails to leave the loading and unloading area within 1 hour (60 minutes) following the end of the respective time limit, the Lessee will be obliged to pay a parking fee of CZK 500 (five hundred Czech crowns) for each subsequent hour commenced.

10.6. The access to the supply routes in the 1st underground level of the Building is allowed only for persons wearing a safety vest.

11. OPERATING MEASURES

11.1. The Lessor shall advise the Lessee of all respective operating, technical and safety measures in sufficient advance before the commencement of the Event. The Lessee shall be obliged to acquaint himself/herself with these measures.

11.2. There is a general ban throughout the premises of the Lessor to store, use or handle flammable and combustible materials and liquids, including all fireworks, propane-butane burners, cookers and heaters, pressure bottles with technical gas, e.g. propane-butane, and manipulation with open fire. Exceptions to these restrictions may be granted solely upon the prior consent of the Lessor and on condition that the Lessee shall ensure abidance to the pertaining legal and technical standards and instructions of the Lessor throughout the entire duration of manipulation with the above-stated substances or equipment.

11.3. The Lessee shall be obliged to prove all fire protection and technical specifications (AFTS – flammability of the 1st, 2nd, 3rd level) of all substances, objects goods and other tangible items located in any part of the leased premises of the Lessor throughout the preparation, realization and liquidation of the Event (in the case of exhibition, sale, storage or other usage).

11.4. Parking of vehicles equipped with permanent or alternative CNG or PB powered motors is forbidden in the underground garages of the Lessor.

12. EMERGENCY EXITS AND HEALTH AND SAFETY MEASURES ON THE LEASED PROPERTY

12.1. Corridors and emergency exits, emergency lighting, fire extinguishers and fire alarms shall be secured throughout the preparation, course and liquidation of the Event and the Lessee shall ensure that the premises and entrances to the leased premises are kept free from any obstacles.

12.2. Exhibition stands must be arranged according to the plan approved by the Lessor prior to the Event and all alleys must be kept clear of any obstacles.

13. SPECIAL CONTRACTUAL PARTNERS

Activities conducted by the Lessee, the performance of which is subject to special conditions for the purposes of adhering to health and safety regulations, may only be performed by

appropriately qualified persons with prior approval from the Lessor. Such approval shall not be delayed or refused without legitimate grounds. .

14. PERMITS, PERFORMING RIGHTS AND COPYRIGHT

14.1. In the event that the arrangement of the leased premises, usage of any equipment, or any other activity intended by the Lessee in connection with realization of the Event requires permission from an organ of state administration or any other institution or persons, such permits shall be procured by the Lessee at his/her own expense.

14.2. The Lessee shall be obliged to obtain from the relevant persons or bodies at his/her own expense all permits for performance or application of legally protected rights associated with the Event.

14.3. If the Lessee fails to obtain the above-listed permits and a fine or other sanction is imposed on the Lessor due to such a failure on the part of the Lessee, the latter shall be obliged to pay the Lessor the amount of the fine or other sanction and eventually all additional costs connected with the fine or other sanction (attorney's fee, charges etc.) within 15 days of the moment the Lessee is requested for reimbursement by the Lessor.

14.4. During the Event, the Lessor is entitled to make audio and video recordings for the purposes of press, radio, television and similar media services. All event participants and speakers may be recorded. All recordings will be intended for the promotion of the Lessor, e.g. posted on the website of the Lessor, used in presentations of the Lessor etc. The Lessee agrees with the making and use of recordings for the promotion of the Lessor and is responsible for obtaining the consent of all event participants so as to ensure that the Lessor does not infringe the rights of event participants by making and using the recordings.

15. FORCE MAJEURE

In the event of any harm caused by acts or facts beyond the control of the contracting parties, none of the parties shall be held liable to the other party for such harm. Those acts and facts include, in particular, natural disasters affecting or directly endangering the leased premises, realized or reported terrorist attacks in the area of the City of Prague during the realization of the Event, and strikes with potential to disrupt the Event. Strikes disrupting the realization of the Event are such strikes where the participants are necessary for the realization of the Event, unless their activity or services could be replaced.

16. TERMS AND CONDITIONS FOR LEASE OF TANGIBLE ITEMS

16.1. All prices stated in the offer of services are valid for 1 calendar day unless the heading of the service offer states otherwise.

16.2. The Lessee is responsible for checking the state at takeover. A handover record shall be drawn up upon handover of the items in question.

16.3. The Lessee is liable for possible harm to the leased tangible items to full extent.

16.4. The Lessor shall be obliged to take over items within the stipulated term and check its state. A record is to be drawn up in the presence of both contracting parties of the takeover for the discovery of possible deviations. In case of any damage a survey report shall be elaborated. The Lessor does not waive his right to claim compensation for hidden damages to equipment that in all likelihood resulted from use thereof during the Event.

16.5. Should any defects be identified in the leased tangible items against the original state during the takeover (visual damage, functional damage, operating incapability, loss etc.), the Lessee shall be obliged to pay the Lessor the compensation for the damage to the amount corresponding to the repair costs or the cost of replacing the item(s) if the damaged item(s) is irrecoverable.

16.6. The Lessee shall return the leased tangible item(s) on the day and at the hour as pre-agreed. If the Lessee fails to meet the term of return of the item(s), the Lessor is entitled to payment of a contractual fine to the amount of the daily fee plus 20 % of the catalogue daily price for the service.

Article VIII
CONFIDENTIALITY OF PROVIDED INFORMATION

1. The Lessee and the Lessor hereby declare that all of the information they learn during the execution of the Contract shall be of a confidential nature.
2. The Lessee and the Lessor shall hold the confidential information in strictest confidence and use them only for fulfillment of this contract. The obligation of confidentiality means inter alia the obligation to refrain from any action that would lead to communication or availability of the confidential information to a third party, from any action that would lead to use of the information against the purpose of such information for own use or for the needs of a third party, or from any action that would lead to availability of use of such information for a third party.
3. The Contracting Parties are allowed to provide confidential information to a third party provided that such provision derives from law, regulation or final decision of a court. The Contracting Parties in such cases shall cooperate and take all measures possible to ensure protection of interests of the other Contracting Party.
4. The Contracting Parties are also allowed to provide confidential information to a third party provided that such party needs the information for assessment, evaluation, consultancy or implementation of the Contract, including representatives of the Contracting Party, its advisers or auditors.

Article VIII
FINAL PROVISIONS

1. Failure to exercise any right agreed in the Contract shall not be regarded or interpreted as a waiver. By payment of a contractual fine according to the Contract, the right for damages shall not be affected.
2. The invalidity or unenforceability of any provisions of the Contract shall in no case cause invalidity or unenforceability of any other provisions hereof or of the Contract as a whole. Should the contracting parties fail to agree on another provision replacing the invalid or unenforceable provision, it shall be considered that such invalid or unenforceable provision was not agreed at all.

3. No modification of the Contract shall bind either party unless in the form of a written amendment in ascending numerical order. Amendments which do not meet the requirements stated in the preceding sentence are invalid. Either contracting party is entitled to challenge the validity of the Contract or its amendment due to failure to comply with the form even if the performance has begun.

4. If the Lessee owes the Lessor several debts, any consideration shall be set off in the following order: a) the rent, b) delay interest, c) other claims; the consideration shall be set off against the claim respecting the maturity of the claim, irrespective of whether the claim was reminded or not. If the Lessor owes the Lessee several debts, any consideration shall be set off in the following order: a) principal, b) accessories; the consideration shall be set off against the claim respecting the maturity of the claim, irrespective of whether the claim was reminded or not

5. The Contracting Parties do not wish to give rise to rights and obligations beyond the explicit provisions of these conditions and the Contract from existing or future practices established between the contracting parties or from general customs or customs in the business area related to the subject matter of the Contract, unless agreed otherwise in the Contract.

6. Either Contracting Party shall bear its own costs and expenses (including fees of attorneys, consultants, accountants and other representatives) incurred in connection with transactions presumed by the Contract.

7. The Lessor is entitled to alter these Conditions at any time. The Lessee shall be notified about the alteration via publication on the website of the Lessor and the new terms and conditions shall be also to the email address listed in the heading of the Contract or in writing. The Lessee is entitled to refuse the alterations within 14 days from the email or written notification and is also entitled to give notice within the prescribed time; the notice period is 1 month and it commences upon the day of the delivery of the notice.

8. The Lessor is obliged to publish and disclose contracts whose value exceeds CZK 50.000 without VAT in the register of contracts according to the Act No. 340/2015 Coll. (the Contract Register Act).