**Appendix No. 5**

**Binding text of Agreement on PERFORMANCE OF SUBJECT OF CONTRACT**

to contract for servicesnamed:

**“Development of Export Opportunities of SANS SOUCI II.”**

Awarded outside the scope of Act No. 134/2016 Coll., on Public Procurement (hereinafter “**ZZVZ**”) and in accordance with the Contractor Selection Rules File no. MPO 29205/17/61100 valid as of 2 May 2017 as part of the project entitled “**Development of Export Opportunities of SANS SOUCI II**”, co-financed by the Operational Program Enterprise and Innovation for Competitiveness, Marketing Program, Priority Axis 01.2 “Development of Entrepreneurship and Competitiveness of Small and Medium Enterprises”, 01\_16\_047 MARKETING – CALL II - INDIVIDUAL PARTICIPATIONS IN EXHIBITIONS AND TRADE FAIRS, project registration number: CZ.01.2.111/0.0/0.0/16\_047/0008617

For compilation of the Draft Agreement on Performance of Subject of Contract under Article VIII of the Contract Documents the Contracting Authority submits to the participants a binding template Draft Agreement on Performance of Subject of Contract. In compliance with Article VIII of the Contract Documents the participants do not have the right to amend or supplement any other provisions of the binding Draft Agreement on Performance of Subject of Contract than those unlocked for amendment and supplementing. A breach of this duty will be considered as a failure to fulfil the Contracting Authority’s requirements provided in the specifications and it will constitute a reason for exclusion of the Tender and exclusion of the Participant from the Selection Procedure.

The binding template of the Draft Agreement on Performance of Subject of Contract will be signed by the person authorized to act on behalf of the Participant, i.e. its statutory authority according to the Commercial Register or a person duly authorized to do so (the power of attorney of such authorized person must be included in the Participant’s Tender). Submission of an unsigned text of this Agreement will not be considered as submission of the Draft Agreement. The participant’s Tender will thus be considered as incomplete and the Contracting Authority may exclude such participant from further participation in the Selection Procedure concerning the aforesaid Contract.

**AGREEMENT ON PROVISION OF SERVICES**

Event:

 **“Development of Export Opportunities of SANS SOUCI II.”**

concluded in compliance with Section 1746 (2) and reasonable according to Section 2586 and the following of Act No. 89/2012 Coll., the Civil Code, as amended, hereinafter the “**Civil Code**”

**Contracting Parties**

**Principal:**

Name/company Name: **SANS SOUCI, s.r.o.**

Registered office: Řeznická 656/14, Nové Město, 110 00 Prague 1

Represented by: Martin Cháb, Authorized Signatory

ID: 272 78 727

Tax. ID: CZ27278727

Registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert No. 118166.

Bank account: **CZK account:**

Bank: Česká spořitelna, a.s.

Olbrachtova 1929/62, 140 00 Prague 4

Account number: 4104122/0800

IBAN: CZ15 0800 0000 0000 0410 4122

SWIFT: GIBACZPX

**EUR account:**

Bank: Česká spořitelna, a.s.

Olbrachtova 1929/62, 140 00 Prague 4

Account number: 4104202/0800

IBAN: CZ86 0800 0000 0000 0410 4202

SWIFT: GIBACZPX

**USD account:**

Bank: Česká spořitelna, a.s.

Olbrachtova 1929/62, 140 00 Prague 4

Account number: 4332002/0800

IBAN: CZ62 0800 0000 0000 0433 2002

SWIFT: GIBACZPX

The Principal may be also represented by:

Anna Cabalková, phone: +420 777 353 741, e-mail: anna.cabalkova@ss-gd.com

of one side as the “**Principal**”

and

**Contractor:**

Name:

Registered office:

Contact address:

Represented by:

ID:

Tax. ID:

Registered in the Commercial Register kept by the       Court, Section      , Insert No.

Bank account:

Account number:

The Contractor may be also represented:

- in technical matters by:

of the other side as the “**Contractor**”

**I**

**Preamble**

* 1. This Agreement is concluded on the basis of the selection procedure concerning a contract for services named “**Development of Export Opportunities of SANS SOUCI II.**” (hereinafter the “Contract”) in compliance with the Contractor Selection Rules, ref. no. MPO 29205/17/61100 applicable as at 2 May 2017 within theproject named **“Development of Export Opportunities of SANS SOUCI II.”** co-foundedfromOperational Programme Enterprise and Innovation for Competitiveness, programme Marketing, priority axis 01.2 “Development of Enterprising and Competitiveness of SMEs”, 01\_16\_047 MARKETING – CALL CALL - INDIVIDUAL PARTICIPATIONS IN EXHIBITIONS AND TRADE FAIRS, project registration number: CZ.01.2.111/0.0/0.0/16\_047/0008617 between the Principal as the Contracting Party concerning the Contract and the Contractor as the selected contractor.
	2. The purpose of this Agreement is promotion of SANS SOUCI, s.r.o., especially of the design assortment, at the trade fair organized in Dubai, with the aim to increase the international competitiveness of the applicant and encourage the possibility of international expansion. Detail information concerning the exhibits is available at the Principal’s web pages <http://ss-gd.com/>.

**II**

**Subject of Agreement**

* 1. The subject of this Agreement comprises a complete organization of an Exhibition for the **Downtown Design Dubai Trade Fair** where the Principal will participate (hereinafter also the “**Exhibition**”) and provision of all related services necessary to fulfil the goal of this Agreement.
	2. The Exhibition will be installed at the following trade fair (hereinafter also as the “**Event**”):
* **Downtown Design Dubai organized in Dubai from 14 to 17 November 2017**
	1. The Contractor shall ensure for the Principal construction of the Exhibition made of parts in the way that none of the parts shows any signs of damage, wear and tear or reduced quality; lease of exhibition parts, equipment and facilities in the course of the Event according to the Contracting Authority’s Specifications, assembly and disassembly of the Exhibition, the graphic design, as well as transportation of the Exhibition in compliance with the venue specified in the **Exhibitor’s Instructions**, in the directions for transportation.
	2. The services provided by the Contractor to the Principal will comprise at least the following activities:
* Processing of the Exhibition in compliance with the visual proposal attached in **Appendix No. 3** hereof; the technical solution of the Exhibition must not comprise any disturbing elements or visible structures; with any amendments in line with the final decision of the trade fair organizer concerning the size of the stand and its location in the exhibition hall;
* Arranging for communication with the trade fair organizer about technical matters concerning the structure, services and design of all fixtures (power and water supply, waste collection, suspension points on the ceiling) and technical specifications concerning the Exhibition (approving by the Contracting Authority);
* Arranging of electrical wiring, installation of jacks, lighting and sound system for the Exhibition;
* Observing and respecting the conditions determined by the trade fair organizer, as provided in the exhibitor’s Instructions attached in **Appendix No. 4** hereof(hereinafter the **“Exhibitor’s Instructions”**); it mainly concerns **liability and implementation of services on the basis of a performance bond** (i.e. a warranty for the performed services under the terms set forth in the Exhibitor’s Instructions - the Principal undertakes to settle the fee on behalf of the Contractor. The Contractor undertakes to maintain all regulations concerning the warranty for the performed services and obligations specified in the Exhibitor’s Instructions), observe the security regulations and schedule, provide any and all required documents, etc.;
* Lease and organization of the Exhibition, including its installation according to the exhibition area of the trade fair and in compliance with the visual proposal of the Principal and the proposed technical design of the Exhibition - all to be arranged by the Contractor;
* Arranging for the premises and lease of the equipment and facilities needed for the stand in compliance with the Principal’s requirements; minimum specifications of the equipment and facilities of the Exhibition are provided in **Appendices No. 2** hereof;
* Transportation of the Exhibition and its equipment to the trade fair and back according to the schedule determined by the trade fair organizer in the Exhibitor’s Instructions;
* Location of the exhibits within the Exhibition layout
* Assembly and disassembly of the Exhibition depending on the schedule determined by the trade fair organizer in the Exhibitor’s Instructions specifying detail times for arrival of the exhibits at the exhibition ground, installation and assembly of the stand, as well as the times for disassembly and removal after the trade fair termination.
	1. The subject of this Agreement does not include:
* Rent and fees related with the exhibition area of the trade fair;
* Payment of the performance bond;
* Transportation, installation and launching of the displayed exhibits shall supplied by the Principal; and
* Costs of the ordered services provided by the trade fair organizer as set forth in Appendices No. 6 and 7 hereof.
	1. Size of the Principal’s exhibition area at the trade fair:

Trade fair **Downtown Design Dubai** - 4.8 m x 10.5 m = **50.4 m2**

* 1. The Contractor undertakes to provide the services specified in more detail in this Agreement duly and professionally it its own name, in the required quality and scope, and at its own cost and liability.
	2. The Principal undertakes to take over the services specified herein from the Contractor under the terms set forth herein, to pay the agreed price for such services and to provide the agreed assistance to the Contractor.
	3. The Contractor must also provide the services that are comprised in the subject hereof in compliance with the legal regulations of the Czech Republic according to the approved technological procedures determined by the applicable technical standard and security regulations, in compliance with the current standard of the used technologies and procedures for this type of work to maintain the agreed quality of the provided services.

**III.**

**Place and Time of Performance**

* 1. The Contractor undertakes to initiate provision of the services hereunder immediately after conclusion of this Agreement.
	2. Anticipated performance schedule for the services:

When assembling and disassembling the Exhibition the Contractor must observe the regulations provided by the trade fair organizer, its published schedules, including the deadline and instructions for the movement and activity in the exhibition premises in compliance with the Exhibitor’s Instructions.

* 1. The place of performance of this Agreement is the venue of the fair trade in compliance with the Exhibitor’s Instructions.

**IV**

**Prices and Settlement of Costs**

* 1. The Principal hereby undertakes to pay to the Contractor for due performance of the subject hereof consideration in the amount and under the terms agreed herein. Consideration for the provision of services by the Contractor hereunder was agreed by the Contracting Parties as a contractual price within the meaning of Act No. 526/1990 Coll., on Prices, as amended.
	2. The total price for performance of this Agreement to be paid by the Principal, i.e. the total price for the trade fair, is agreed in compliance with the price offered by the seller in the Selection Procedure for this Contract and amounts to:

**Price excluding VAT CZK/USD/EUR**

VAT      in %  **CZK/USD/EUR**

Price including VAT  **CZK/USD/EUR**

* 1. Price Calculation of Trade Fair according to which the work performed and other provided services shall be invoiced is a part of this Agreement on Provision of Services as **Appendix No. 1**. Prices for the services provided in the Price Calculation of Trade Fair and in Article IV hereof represent the highest admissible prices that can only be exceeded under the terms agreed in Article V hereof.
	2. The price excluding VAT under clause 4.2 of this Article hereof comprises any and all costs of the Contractor related with the provision of services, including the related costs needed for the provision of such services in the scope and quality required herein, i.e. mainly the costs of their provision - namely construction of exhibitions, lease of exhibition parts, equipment and facilities according to the Principal’s instructions in the course of the Event, assembly and disassembly of the exhibition facilities, equipment and the graphic design, and transportation of the entire Exhibition. Transportation of the exhibits and lease and fees related with the exhibition area of the trade fair are not a part of the price excluding VAT.
	3. The Contractor declares that it became duly informed about the scope of the subject hereof and confirms that the agreed price comprises any and all costs related with the performance hereof.

**V**

**Terms of Payment, Change in Price**

* 1. The total price for the performance of this Agreement will be paid by the Principal in installations in relation with the trade fair organization, namely as follows:
* The Principal shall provide to the Contractor an advance payment of 50 % of the agreed price for the trade fair on the basis of a proforma invoice issued by the Contractor after signing this Agreement with the maturity of 10 calendar days from the date of delivery of the invoice to the Principal, regardless of the maturity date provided on the invoice.
* The remaining part of the price amounting to 50 % of the agreed price for the trade fair will be paid to the Contractor on the basis of a tax document (final invoice) issued by the Contractor after disassembly of the Exhibition; the tax certificate shall take into account the provided advance payment. The final invoice shall comprise a Handover Report under Article III clause 3.2. The maturity period of the invoice is 30 calendar days from the date of delivery of the invoice to the Principal, regardless of the date of maturity provided on the invoice.

The proforma invoice and the final invoice are together referred to as the “**Invoices**”.

* 1. The value added tax in compliance with the applicable and effective legal regulations will be added to the individual amounts.
	2. The final invoice must have the requirements of a tax certificate in compliance with Act No. 235/2004 Coll., on Value Added Tax, as amended. The VAT rate will be provided according to the applicable tax regulations.
	3. In the following cases, the Principal has the right to return a defective invoice to the Contractor before the lapse of the maturity period to correct the defect without its payment:
1. Provided that the invoice fails to contain any mandatory information;
2. In the event that services that were actually not provided by the Contractor are charged in the invoice.

The Principal shall indicate the reason for returning in the invoice. The Contractor shall correct the defect by issuing a new invoice. Provided that the Principal returns a defective invoice to the Contractor, the original maturity period of the invoice shall be suspended. The overall maturity period of an invoice as determined in clause 5.1 of this Article hereof shall start running repeatedly from the date of delivery of the newly issued and corrected invoice.

* 1. All payments of the Principal to the Contractor under this Agreement will be settled by the Principal by means of a wire transfer to the Contractor’s bank account specified in this Agreement, in the Article called Contracting Parties. The monetary liability (debt) of the Principal shall be deemed as satisfied on the day when the applicable amount is credited to the Contractor’s bank account.
	2. The prices agreed in this Agreement may by amended exclusively in the form of a written appendix to this Agreement in the event of a change in the VAT rate or other statutory fees, payments or taxes determined by legal regulations affecting the unit prices. Any other exceeding of the prices is inadmissible.

**VI**

**Rights and Duties of Contracting Parties**

* 1. Upon provision of the services hereunder the Contractor must act in the way that due to the its activities the Contractor does not cause any damage to the Principal or to the Principal’s reputation.
	2. The Contractor undertakes to leave the Exhibition to the Principal in a condition enabling the common use, namely to enable the Principal to present itself as an exhibitor and to carry out any related activities. The Contractor also undertakes to notify the Principal without undue delay that all parts of the Exhibition have been installed and distributed in the exhibition premises.
	3. When providing its services and organizing related activities the Contractor must act with due care and may divert from the Principal’s instructions only in urgent and necessary cases provided that it is in the Principal’s interest and that the Contractor cannot obtain the Principal’s consent in time; otherwise the Contractor shall be liable for any damage incurred.
	4. The Contractor shall observe the Principal’s instructions and notify the Principal of all facts related with the performance of the subject hereof and other information that could affect the Principal’s decisions. At the Principal’s request the Contractor must, without undue delay, submit a report on the provided services and on organization of related matters.
	5. The Principal has the right to control the agreed performance and require removal of any detected defects without undue delay and within a reasonable period after the defect was detected.
	6. The Principal is not liable for any wear and tear of the Exhibition caused in the course of its due using.
	7. In the case of need or in consequence of unpredictable circumstances the Principal may unilaterally change the scope of the required services or cancel the Event. Payments carried out before such change or cancellation of the Event must be returned to the Principal’s account at the latest within 14 days from the date when the Contractor learnt about such change or cancellation of the Event; the Contractor shall have the right to require payment of any provable expenditures spent until that moment, unless the Contracting Parties agreed otherwise in writing.

**VII**

**Liability for Defects**

* 1. The Contractor undertakes to provide all services under this Agreement in the quality common for such services so that their result corresponds to the purpose of this Agreement and they are free of any defects at the time of their provision.
	2. The Contractor is liable to the Principal for any defects and delays in the course of organization and provision of the services hereunder. The Contractor is liable for all defects in the provided performance at the moment of handover and takeover of the Exhibition, as well as for the defects occurring in the course of the trade fair. The Contractor undertakes to remove any defects in organization of the Event and/or provision of the services hereunder immediately and at its own cost, unless agreed otherwise with the Principal, of which a written report must be compiled.
	3. If the Principal believes that the provided services show any defect, it must notify the Contractor of such fact without undue delay (raise a complaint). Visible defects, namely the fact that the Exhibition does not correspond to the specifications set forth herein, must be claimed by the Principal upon the Exhibition takeover.
	4. The Contractor must remove any visible defects at its own cost and without undue delay in a reasonable period corresponding to the nature of the defect.  The Principal may require correction in implementation of the subject of performance so that it corresponds to the purpose provided herein. If the defect cannot be removed before initiation of the Event or provided that a defect detected after initiation of the Event disturbs the goal for which this Agreement is concluded under Article I clause 1.2 hereof, the Contractor shall provide to the Principal a discount from the price for the fair trade of 5 %.
	5. In the event that the Principal raises a complaint due to defective performance, the Contractor must decide without undue delay and in any case at the latest within 24 hours whether the complaint is or is not acknowledged.
	6. In disputable cases, the costs of removal of a notified defect shall be borne by the Contractor until it is proven whether the notified defect is justified. If it shows out in disputable cases that the Principal claimed an unjustified defect, the Principal must compensate the Contractor for any and all costs reasonably spent by the Contractor in relation with removal of such unjustified defect.
	7. In the event that the Contractor is on delay in removing a notified defect, the Principal shall have the right to remove the defect itself or by means of a third party at the Contractor’s cost. The Contractor must settle the costs related to such removal to the Principal within 15 calendar days from the date of reception of a written call for payment.

**VIII**

**Penalties**

* 1. Provided that the Contractor is on delay in providing the services hereunder, namely assembly, layout or removal of the Exhibition, the Principal shall have the right to require payment of a contractual penalty from the Contractor in the amount of 0.02 % of the total price for the performance of this Agreement, excluding VAT, according to Article IV clause 4.2 hereof per each started hour of such delay.
	2. Provided that the Principal is on delay in a payment ensuing from this Agreement, the Contracting Parties agree on an option to impose an interest on delayed payment per each started day of such delay.
	3. The contracting penalties are payable within 14 calendar days from the date of delivery of a call for payment.
	4. The duty to pay the contractual penalty may even occur repeatedly and its total amount is not limited.
	5. The provisions hereof concerning the contractual penalties shall not affect the Principal’s right to require full compensation of the damage caused due to the breach of the Contractor’s duties to which the contractual penalty applies.
	6. Provided that a requirement or service provided in the **performance bond** and paid by the Principal is breached and the warranty for performance is not refunded in full to the Principal, the selected Contractor must settle the difference to the Principal at the latest within 14 days from the date of delivery of a written notification by the Principal.

**IX**

**Withdrawal from Agreement**

* 1. This Agreement may be withdrawn by any Contracting Party provided that a material breach hereof by the other Contracting Party is established. Material breach shall, among other, comprise a failure to duly provide the services in the scope set forth in clause 2.4 hereof.
	2. Such withdrawal must be made in writing and notified to the other Contracting Party. It must state the reason for which the Contracting Party withdraws from the Agreement.
	3. In the event of a withdrawal of either of the Contracting Parties the Contracting Parties must return to each other the performance provided hereunder and the Principal must pay to the Contractor consideration for the services provided before such withdrawal came into effect.
	4. Withdrawal from this Agreement shall not affect the right for damage compensation or contractual penalty. Moreover, withdrawal from this Agreement shall not affect any provisions that should, with regard to their nature, bind the Contracting Parties also after such withdrawal, namely provisions on the way of dispute resolution.

**X**

**Insurance, Liability for Damage**

* 1. The Contractor declares that it has concluded a valid third-party liability insurance for damage caused by its business activity upon performance of this Agreement. Any time in the course of validity hereof and at the Principal’s request the Contractor must submit to the Principal within 5 business days documents proving conclusion of such valid insurance.
	2. Exhibition parts and items comprising the Exhibition shall belong to the Contractor, excluding the exhibits that are an exclusive property of the Principal. In the event of a theft or unintentional damage of the Contractor’s property any claim for damage compensation shall be satisfied from the Principal’s insurance policy.
	3. If the Principal finds out that the Contractor provides its services in contradiction with its duties ensuing from this Agreement or with the generally binding legal regulations, the Principal shall have the right to require that the Contractor removes any defects and provide the services in a due manner. If the Contractor fails to do so even in a reasonable period provided for that purpose by the Principal, it shall concern a material breach of this Agreement entitling the Principal to withdraw from this Agreement.
	4. If the Contractor uses s subcontractor to perform any activities ensuing from this Agreement, in relation to the Principal the Contractor shall be solely and directly liable for the subcontractors’ activities and results of such activities.
	5. The Contractor shall be responsible for any damage caused by its activity to the exhibition premises of the trade fair affected by provision of the services hereunder and to third-party property located in such exhibition premises of the trade fair. The Contractor must compensate any damage caused to the exhibition premises of the trade fair affected by provision of the services hereunder and to third-party property located in such exhibition premises of the trade fair, i.e. to restore the exhibition premises. Provided that such restoration is impossible, the Contractor shall compensate the damage in cash.
	6. The Contractor is also liable for any loss or damage to the Principal’s or third-party’s property caused by the Contractor or its subcontractors in the course of performing any works or services to fulfil its duties hereunder or in relation thereto.
	7. None of the Contracting Parties shall be liable for any damage, delay or failure to fulfil its duties ensuing from this Agreement provided that their performance is prevented due to an obstacle occurring independently of the will of such Contracting Party and prevents such Contracting Party from fulfilment of its duties provided that it cannot be reasonably anticipated that the breaching Contracting Party will avert or overcome such obstacle and that it could have anticipated such obstruction on the date of concluding this Agreement. The Contracting Party invoking this provision on a force majeure must take reasonable measures to mitigate the consequences of such unpredictable situation.

**XI**

**Subcontractors**

* 1. The Contractor undertakes to provide services that are subject hereof at its own name and liability. The Contractor shall have the right to ensure provision of a part of the services by means of subcontractor(s). In the event that the Contractor authorized a third person (a subcontractor) with the provision of a part of the services, it shall be responsible for such service, as if it was provided by the Contractor itself.
	2. In the event that in compliance with the Contract Documents the Contractor establishes its qualification by means of a subcontractor, the subcontractor must provide the corresponding part of the performance. The Contractor shall have the right to change the subcontractor by means of which the Contractor established its qualification exclusively due to serious reasons and with prior written consent of the Principal, and the new subcontractor must dispose of at least the same qualification as established by the previous subcontractor. Any change of the subcontractor provided in the list of subcontractors must be also first approved in writing by the Principal. The Principal must not refuse the approval of a change in the subcontractor without objective reasons provided that the Principal obtains the required documents.

**XII**

**Validity, Effect and Termination of Agreement**

* 1. This Agreement shall become valid and effective on the date of its conclusion, i.e. when signed by the authorized representatives of both Contracting Parties.
	2. The term of initiation of the service provision and the term of the Agreement performance are described in detail in Article III hereof. The Agreement is duly terminated by its completion when the Principal pays for the provided services in compliance with Article IV hereof.
	3. This Agreement shall be also terminated by means of:
1. Written agreement of the Contracting Parties;
2. Withdrawal under Article IX hereof.

**XIII**

**Final Provisions**

* 1. The Contractor’s tender (hereinafter the “Contractor’s Tender”) submitted by the Contractor as a participant to the Selection Procedure is a base for conclusion of this Agreement. Contract Documents to the aforesaid Contract, including all their appendices are also a base for conclusion hereof.
	2. Provided that the Contract Documents or the Contractor’s Tender comprise the Contractor’s duties related to implementation of the subject hereof, but such duties are not explicitly provided herein, the Contracting Parties agreed that these duties shall also be a part of the contractual relationship established by this Agreement and the Contractor must observe the same.
	3. In the event of any discrepancy between the Contract Documents and the text of this Agreement the text hereof, as amended in the appendices thereto shall take preference. In the event of any discrepancy between the text of this Agreement and the text of the appendices, thereto the text of this Agreement shall take precedence.
	4. The Principal and the Contractor undertake not to disclose the business and technical information entrusted to them by the other Contracting Party to any third parties without written approval of the other Contracting Party and not to use such information for another purpose than the perform this Agreement. The Principal must provide the information in compliance with Act No. 106/1999 Coll., on Free Access to Information, as amended.
	5. Addresses for delivery are the addresses of (the registered seats of) the Contracting Parties provided in the heading hereof.
	6. The Contractor does not have the right to set off its receivables after the Principal or its receivables and claims ensuing from this Agreement to third parties, pledge the same or otherwise dispose with them without a written approval of the Principal. The Contractor is not authorized to assign its rights and duties ensuing from this Agreement to any third party or to assign this Agreement within the meaning of Section 1895 clause 1 of the Civil Code.
	7. This Agreement may be amended and supplemented exclusively by means of written numbered appendices expressly indicated as appendices thereto and signed by the representatives of the Contracting Parties.
	8. This Agreement shall be governed by the applicable Czech legislation. Any matters not explicitly arranged for herein shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended. This Agreement excludes using of the customs and practice established between the Contracting Parties to govern the matters not arranged for herein.
	9. Unenforceability or invalidity of any article, clause or provision hereof shall not affect enforceability or validity of the other provisions hereof. In the event that any article, clause or provision hereof becomes invalid for any reason whatsoever (mainly due to a conflict with the applicable law and other legal standards), the Contracting Parties shall negotiate and agree on a legally acceptable way of fulfilment of the goals comprised in such the part of this Agreement that became invalid.
	10. The Contractor and Principal shall make all efforts to settle any disputes that will eventually ensue from this Agreement or in relation thereto preferably by means of mutual agreement. The Contracting Parties undertake to resolve any disputes ensuing in relation with this Agreement preferably in an amicable way. Disputes that cannot be resolved amicably within 30 days from the date of notification of the disputable matter to the other Contracting Party shall be submitted to the competent court of the Czech Republic. Unless the Principal determines otherwise, filing of a dispute for resolution shall not entitle the Contractor to suspend fulfilment of its duties set forth herein.
	11. With regard to the fact that the subject of this Agreement is funded from public sources, in compliance with Section 2 clause e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, the Contractor is an entity obliged to cooperate upon performance of a financial control and undertakes to provide the information and documents related to the subject hereof to the competent supervisory bodies.
	12. This Agreement, including its appendices, is made in 2 counterparts with the validity of originals of which each Contracting Party shall receive 1 counterpart.
	13. The Contracting Parties declare that they became duly acquainted with the content hereof, understand the same, agree with all its parts and are aware of all rights and duties ensuing thereof, in witness whereof they sign their hands bellow.

**XIV**

**Appendices to the Agreement**

The following appendices that are attached to this Agreement are an integral part of hereof, regardless of the fact whether they are or are not indivisible from the document comprising this Agreement:

Appendix No. 1 - Price Calculation of Trade Fair

Appendix No. 2 - Specification of Subject of Contract

Appendix No. 3 - Visualization of Exhibition

Appendix No. 4 - Exhibitor’s Instructions

Appendix no. 5 – Logo Manual of the Principal

Appendix No. 6 - Ordered Services\_Form\_1B

Appendix No. 7 - Ordered Services\_Form\_3

In Prague on ……………………… 2017 In       on:

SANS SOUCI, s.r.o. …………………………………………………

Martin Cháb, Authorized Signatory

of behalf of Principal on behalf of Contractor