

# Commercial Terms and Conditions for Agreements on the Provision of Advertisement and Membership on the VIP Floor (hereinafter only the “Terms and Conditions”)

## Contents

I.	Subject of the Terms and Conditions .....	1
II.	Definitions .....	1
III.	Client’s Advertisement .....	3
IV.	Period of Agreement .....	4
V.	Payment Terms .....	4
VI.	Obligations of the Provider .....	5
VII.	Rights and Obligations of the Client .....	5
VIII.	Personal Data Processing and Confidentiality .....	8
IX.	Final Terms .....	9

## I. Subject of the Terms and Conditions

These Terms and Conditions set out the rights and obligations of the parties to Agreements on the Provision of Advertisement and Membership on the VIP Floor (hereinafter referred to as the “**Agreements**”), which are concluded by Bestsport, a.s., ID No.: 24214795 as the Provider with its Clients and other matters relating to the performance of the Agreements.

These Terms and Conditions are binding for the Clients in the version that was in force on the date of conclusion of the respective Agreement between the Provider and the Client, unless the Provider and the Client agree otherwise in writing in the Agreement.

By signing the Agreement, the Client confirms that they shall abide by the Terms and Conditions. The Client has the possibility, after studying these Terms and Conditions, to request their modification, which in such case will be made directly in the Agreement.

## II. Definitions

The Agreement and these Terms and Conditions use the following definitions and conditions:

1. **Agreement** means the Agreement on the Provision of Advertisement and Membership on the VIP Floor concluded between Bestsport, a.s. and the Client.
2. **Basic Period** means the basic effective term of the Agreement as set out in the Agreement header.
3. **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
4. **Client** means a party to the Agreement other than the Provider; if there are more than one entity on the Client's side, these entities have joint and several rights and obligations towards the Provider, unless the Agreement provides otherwise, but always to the maximum extent according to the Agreement.
5. **Client's Advertisement** means the Client's advertisement placed in the advertising space of the Floor under the terms and conditions set out in the Agreement and these Terms and Conditions.

6. **Club Floor** means the extensive part of O<sub>2</sub> arena on the second (“2”) closed floor with a view of the pitch or the stage in O<sub>2</sub> arena. The Club Floor includes: reception, 2 restaurants, 5 bars, club rooms and club seats.
7. **Co-Supplier** means an entity that performs the function of a personal data processor for the Provider within the meaning of the PDPA (e.g. ticket seller, provider of security and organizational services, etc.); as of the Agreement execution date; this includes in particular IRSnet CZ s.r.o., Ticketmaster Česká republika, a.s., Eventori s.r.o. and CEE FM Corporation, s.r.o.
8. **Event** – means any social, cultural or sporting event with a pre-defined program, held in O<sub>2</sub> arena. The event does not include Main Sporting Events.
9. **event** means any event for which the Client is entitled to purchase a ticket under the Agreement, depending on the context of the Agreement (which may be a Major Sporting Event, Event or Sporting Event).
10. **Floor** means the VIP Floor as specified in the definition of VIP Product in Article I of the Agreement.
11. **GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended;
12. **ID Card** means a plastic card with a unique barcode, which the Client receives in accordance with Article 6.5 of the Agreement.
13. **Kaskáda Bar** means the area located on the Club Floor, in the auditorium between sectors 219 and 220, separated from other public areas of the Club Floor of the O<sub>2</sub> arena by two separate entrances.
14. **Main Sporting Event** means all sports matches within national competitions of the Czech Republic, that is, competitions organized by national sports associations, in particular, ice hockey, basketball or volleyball matches held in O<sub>2</sub> arena by a sports club or group using O<sub>2</sub> arena on a long-term basis as the place for holding their home matches within national competitions under a contract with its owner or operator. The Main Sporting Event does not include Events and Sporting Events.
15. **O<sub>2</sub> arena** means a part of the building No. 2345, a building designed for gathering of a larger number of people, located on the land plot No. 3343/35 in Libeň cadastral area, municipality of Prague, Libeň borough, district of the Capital City of Prague, registered by the Cadastral Office for the Capital City of Prague with its registered office in Prague, cadastral workplace Prague, at the address Českomoravská 2345/17a, 190 00 Prague.
16. **Operating Rules** means a set of instructions for the purpose of the overall organization of the operation of the O<sub>2</sub> arena issued by the Provider (including the Visitor Rules). The Operating Rules govern all other organizational and other instructions for the Client and other visitors to the O<sub>2</sub> arena that are not specified in this Agreement. The Operating Rules are published on the website at: [www.o2arena.cz](http://www.o2arena.cz), they are also available at the Provider's registered office and can be requested by the Client. The Operating Rules are binding for all employees, clients, users, contractual partners and visitors of the O<sub>2</sub> arena as of the date of their publication or announcement of change, while persons outside the Provider are bound by their publication on the website [www.o2arena.cz](http://www.o2arena.cz)
17. **Organizer** means the person entitled to organize the Event or Main Sporting Event or Sporting Event on the basis of a contractual relationship entered into with the person who may grant such right.
18. **Organizer's Instructions** mean the instructions or directions of the organizer of the Event or the Main Sporting Event or Sporting Event aimed at ensuring the proper conduct of such event, which the Client is obliged to respect when performing or exercising the rights under the Agreement.

19. **Party** means a party to the Agreement as specified in Article I of the Agreement.
20. **PDPA** means Act No. 110/2019 Coll., on personal data processing, as amended.
21. **Personal Data** means any data or combination of data on the basis of which the identity of the Client (natural person) or natural persons acting for/representing the Client can be identified.
22. **Premier Club** means the catering area located on the Skybox Level between Skyboxes 328 and 333.
23. **Provider** means Bestsport, a.s., ID No.: 24214795.
24. **Seats** means a set of exclusive seats in the O<sub>2</sub> arena with a view of the stage, located on the VIP floor, as further defined in Article I of the Agreement.
25. **Skybox Floor** means an exclusive area on the third “3” closed floor of the O<sub>2</sub> arena. The Skybox floor has its own Premier Club restaurant, bar, conference rooms, 2 receptions with administrative facilities, Premier Club, skyboxes, premium seats and dedicated catering services.
26. **Sporting Event** – means any large-scale sporting event with a pre-defined program, held in O<sub>2</sub> arena. Sporting Events does not include Main Sporting Events and Events.
27. **Terms and Conditions** mean these Commercial Terms and Conditions for Agreements on the Provision of Advertisement and Membership on the VIP Floor
28. **VAT** means the value added tax according to Act No. 235/2004 Coll., on value added tax, as amended; all prices of performance agreed in the Agreement are stated exclusive of VAT, unless otherwise expressly stated in the Agreement.
29. **VIP Floor** means the Club Floor or Skybox Floor.
30. **VIP Product** means the Seat(s), specified in particular by Sector, Row, Seat and Floor, as set out in Article I of the Agreement.
31. **year of the Basic Period** means a period of one year from and including the date (excluding the relevant year) specified in Article I of the Agreement as “from”, i.e., a total of 365 days, or 366 days if the Agreement is also effective on February 29.

### III. Client's Advertisement

- 3.1 The Client's Advertisement may be placed on the relevant Floor (i) on the Seats, (ii) on another static analogue advertising carrier on the Floor or (iii) on another digital advertising carrier on the Floor, always as determined by the Provider. Carrier of type (i) will be a brass label 10 cm x 5 cm on the table placed in front of relevant non-tilting Seat. In the case of the carrier of type (ii) the Client's Advertisement will be placed on the advertisement panel installed on the Floor, while the Client's Advertisement will not be smaller than 2 cm x 5 cm. In case of the carrier of type (iii) the Client's Advertisement will be presented electronically on a digital advertisement carrier (such as an LCD TV set, electronic panel etc.) installed on the Floor, with the number of impressions during the opening time of the Floor for its members to watch the event and meet other clients of the Club Floor, depending on the price for the advertising service according to Article 4.1 of the Agreement;
- 3.2 For the purpose of the Client's Advertisement display, the Client shall be obliged to provide the Provider as of the Agreement effective date with the materials for the Client's Advertisement display as defined by the Provider, i.e. in the cases (i) and (ii) above the Client's Advertisement in the electronic format in curves (\*.jpg, \*.ai or \*.eps) and in the case (iii) above the Client's Advertisement in the electronic format in curves and in the format (\*.pdf, \*.ai or \*.eps). The Provider reserves a period of 15 days from the date of delivery of the supporting documents by the Client for the installation of the Client's Advertisement (however, the Client's Advertisement shall not be installed earlier than on the first day of the Basic Period, respectively on the effective date of the Agreement if it is later than the

first day of the Basic Period). The Client's failure to provide the supporting documents for displaying the Client's Advertisement shall not affect the Client's obligation to pay the Provider's remuneration in full.

- 3.3 If the Provider changes the Client's Advertisement carrier in the course of the Agreement effectiveness, which the Provider is entitled to do even without Client's consent, then the carrier exchange costs will be borne by the Provider, while the Client will be obliged to provide relevant supporting documents for such Client's Advertisement to the previous sentence to the Provider free of charge; should the Client fail to provide the supporting documents within fifteen days from receipt of the Provider's request to that effect addressed to the Client's contact person, the Provider will be entitled to remove the existing Client's Advertisement without effect on the Client's obligation to pay the remuneration to the Provider pursuant to the Agreement.

#### **IV. Period of Agreement**

- 4.1 The Agreement is concluded for the Basic Period, which is specified in Article I of the Agreement.
- 4.2 The Basic Period of the Agreement shall be extended by one year if the Client delivers to the Provider a written notice that they exercise the right to extend the Agreement. The Client's notice pursuant to the preceding sentence may be delivered by the Client to the Provider no earlier than six (6) months and no later than three (3) months prior to the end of the Basic Period. If the Client does not exercise this right within the aforementioned period, their right to extend the period of the Agreement will expire. In the event of an extension, the price of performance will be based on the offer communicated in writing by the Provider at the Client's request, valid on the day of delivery of the expression of will to extend the period of the Agreement. In the event that the Client does not notify the Provider within 5 working days from the date, on which the Provider communicated the price of the performance to the Client, that they accept the price, the Client's notification of the extension of the period shall be ineffective, the Client's right to the extension of the period shall expire and the Agreement shall be terminated upon expiry of the Basic Period. Other parts of the Agreement shall remain unchanged in case of its extension unless the Provider stipulates otherwise.
- 4.3 The Agreement may be extended by an amendment to the Agreement or by concluding a new Agreement.

#### **V. Payment Terms**

- 5.1. Unless otherwise specified in the Agreement, the remuneration pursuant to Article 4.1 a) and b) of the Agreement shall be paid in one lump sum per year, with the remuneration for the first year of the Basic Period of the Agreement being reduced, if applicable, by the advance payment made by the Client in the form of a reservation fee (or the payment of the remuneration paid on the basis of a payment request), due no later than ten (10) days from the date of issuance of the tax invoice by the Provider. For the subsequent years of the Agreement, such remuneration shall be payable in full in advance at all times within ten (10) days of the date of issuance of a tax invoice by the Provider, which shall be issued by the 1st day of the calendar month immediately preceding the expiration of the year of the Basic Term of the Agreement from the effective date of this Agreement (i.e., if the Agreement is negotiated from January 1 to December 31, the invoice shall be issued on December 1). The Parties have agreed that this day will be the day of the taxable performance.
- 5.2. The Client may also purchase the ticket and catering for the respective ticket online by logging in to the VIP Zone, based on the terms and conditions specified in the VIP Zone; in

such case, the Client undertakes to observe the terms and conditions for online purchase of ticket and catering available in the VIP Zone with such ticket and catering payment option. This online payment service offered by the Provider is voluntary and cannot be claimed by the Client. Unless the Provider is the (co)Organizer or unless the Provider informs the Client otherwise prior to the relevant event, tickets are provided to the Client on behalf and for the account of the Organizer.

- 5.3. The Client is not entitled to unilaterally set off its claims after the Provider against the Provider's claims against the Client under this Agreement, unless the Parties agree otherwise in writing.
- 5.4. On the date on which the EURO will become the valid currency in the Czech Republic instead of the Czech Crown (CZK), all amounts in Czech Crowns under this Agreement shall be converted to EURO at the prevailing official exchange rate on the date determined by applicable law.

## VI. Obligations of the Provider

Based on the terms and conditions of the Agreement, the Provider shall have the following obligations:

- a) ensure for the Client undisturbed exercise of its right to the provision of the advertising services in line with the Agreement,
- b) for the period of the Agreement, enable the Client to use the Floor membership including the possibility to exercise the Client's right to purchase ticket to relevant events in a way and according to the terms and conditions stipulated in the Agreement and as defined by the Provider and Organizer, and meet other Floor clients for social and business reasons during such events under the conditions and in a way determined by the Provider,
- c) ensure undisturbed exercise of other rights specified in the Agreement,
- d) ensure provision of catering services at an appropriate level,
- e) inform the Client about events organized within O<sub>2</sub> arena in agreed way, i.e., mainly through web pages,
- f) provide the Client with access to a Major Sports Event usually 90 minutes before the start of such event and for the first Event (or Sporting Event) usually two hours before the beginning of such event. This does not apply in the event that the Organizer requires a time limit for entry to the O<sub>2</sub> arena, in which case the Client's entry shall be governed by the Organizer's Instructions,
- g) If the Agreement contains additional services that the Provider provides to the Client, then the Provider is obliged to provide these services to the Client after their proper and timely payment by the Client.

## VII. Rights and Obligations of the Client

- 7.1 For each Event/Main Sporting Event/Sporting Event where the Client will use the VIP product, the Client shall be obliged to pay for the catering services for that type of event. Catering services will be provided in the form of a self-service buffet (hereinafter referred to as "menu") and an open beverage package (hereinafter referred to as "open bar") to the minimum extent specified below. The **menu** always includes a minimum of 4 cold starters, 3 salads, 3 hot dishes with side dishes (including vegetarian and gluten-free options), 2 desserts and fresh seasonal fruit. Open bar **drinks** for **Sporting Events** and **Main Sporting Events** always include at least a selection of soft drinks (typically water, fruit juices, lemonades), a selection of hot drinks (coffee and tea), beer up to 4.3% of alcohol by volume and non-alcoholic beer. The open bar **drinks** for **Events** also include a wine list with at least 1 white wine and 1 red wine. The range of products in the open bar and their level is always

adjusted taking into account the total price of catering services for the event, while maintaining the minimum standard (see the range above). The amount for catering services for a given event type will be notified to the Client in advance by e-mail. The obligation to pay the price for the catering services is not linked to the actual use of these services by the Client. The catering service provider reserves the right to unilaterally change the scope of the menu for reasons such as temporary unavailability of ingredients on the market, major operational reasons or force majeure. Such change to the menu must be duly announced and the alternative dish will correspond to the price level of the replaced dish.

- 7.2 In the following cases, the performance under the Floor membership or the right to the advertising services provision may be excluded without the Client's right to a reduction of the remuneration according to Article 4.1 of the Agreement, for the following reasons:
- a) The Seat cannot be used because the event in question is private or has otherwise limited audience participation as directed by the Organizer;
  - b) In the event that it is not possible to fully use the Seat due to a different modular layout (location of the stage, light park, camera platforms, etc.) of the O<sub>2</sub> arena or due to the limited spectator capacity of the O<sub>2</sub> arena for a given event (especially in the case of a limited license, etc.). For such an event (under the terms and conditions set out in the Agreement, it may be an Event or a Sporting Event depending on which type of event the Client has the right to purchase tickets for under the Agreement), the Client has the right to purchase a ticket for another seat with its location and view corresponding to the highest possible standard of capacity of the O<sub>2</sub> arena at the time of sale, at a price corresponding to the ticket purchased for the type of event and its location. If the Client is assigned a seat outside the VIP floor in this context, the Client shall not be obliged to pay for the catering for such Event or Main Sporting Event, unless the Client is offered a seat on a different type of VIP floor than the one agreed as the Floor, i.e. either the Skybox Floor or the Club Floor;
  - c) in cases when the Provider is obliged to provide O<sub>2</sub> arena to hold an event without advertisements, the so-called "*clean venue*",
  - d) if the Seats are located in sector 201, rows 5 and 6, then the exclusion will apply to the Client's right to the provision of membership on the Floor and the Client's Advertisement in case of major international Events such as the Ice Hockey World Championship (e.g. national A team or U 20 matches);
  - e) for any other reason set out in these Terms and Conditions or the Agreement.
- 7.3 The Client will always be notified of the performance exclusion in writing (by letter or e-mail) pursuant to Article 7.1 (b)) in sufficient advance. In such case, the Provider is obliged to offer the Client an appropriate number of tickets - following such notice, the Client is obliged to order the required number of tickets in case of their interest within 5 days of receiving the information about the exclusion and to pay the price of such ordered tickets no later than i) within 30 days prior to the date of the event in the case of an alternative seat on the Floor, as notified by the Provider (unless the Provider specifies a shorter period), or ii) within 5 days of receipt of the information in the case of an alternative seat outside the Floor; the Client's right to purchase a ticket shall expire upon the expiry of any of these periods.
- 7.4 Exclusion of the Provider's performance according to the above-mentioned provisions does not establish any claim for refund of any part of the performance to the Client or unjust enrichment on the part of the Provider;** in the event of a membership exclusion, the Provider undertakes to provide the Client with the possibility of substitute tickets in accordance with the Agreement and the Terms and Conditions.
- 7.5 Based on the terms and conditions of the Agreement, the Client shall have mainly the following additional obligations:

- a) to pay the Provider the agreed remuneration for the performance provided under the Agreement in a due and timely manner,
  - b) pay all other financial obligations as they may arise under this Agreement in a due and timely manner,
  - c) when using the performance provided by the Provider under this Agreement, observe all instructions of the persons organizing individual events in O<sub>2</sub> arena including all safety and organizational instructions,
  - d) to exercise due care in using the ID Card and to return the ID Card to the Provider on the date of the Agreement termination and to notify the Provider immediately if the ID Card is lost;
  - e) observe the provisions of the Agreement, Operating Rules and instructions of the Organizers of individual events and provide the Provider with cooperation required for the performance under the Agreement, act considerately towards other clients and visitors of the Floor and visitors of O<sub>2</sub> arena, in particular refrain from smoking in the interior premises of O<sub>2</sub> arena and/or obey the instructions of the Provider, Organizer or organizer's staff enforcing the no smoking rule or leave the O<sub>2</sub> arena and/or ensure that such obligation is observed even by any persons which the Client allowed to enter the O<sub>2</sub> arena (upon leaving the O<sub>2</sub> arena, the Client will not be entitled to any compensation for any paid amount, even if they are not allowed to return) and further to observe possible prohibition of further resale of tickets to the event if determined so by the Organizer – the Organizer may reserve the right to ban access to the event with a ticket obtained through such unauthorized further resale without providing any compensation; **breach of such Organizer's Instructions will furthermore constitute a serious breach of the Agreement by the Client,**
  - f) to respect the Organizer's and Floor manager's instructions regarding the separation of the auditorium from other areas of the Floor before the event starts - e.g. by using roller blinds or restricting access to the auditorium,
  - g) The Client is entitled to request that the accounting documents for the purchase of tickets and catering for events be sent to the Client no later than by the 15th day of the month following the date of purchase.
- 7.6 The Provider shall provide the Client with the number of ID cards specified in the Agreement. The Client is obliged to protect the ID card and take proper care of it so that does not get damaged, destroyed, stolen or lost. The ID card is used to identify the Client when purchasing tickets at the O<sub>2</sub> arena ticket offices and to enable the Client to claim the benefits offered by the Provider. Each ID card contains a unique code. The ID card can be uploaded into digital form (e.g. in various e-wallets) and used only in this digital form; however, the Client is always responsible for its use in such case. The Client is obliged to return the provided ID cards to the Provider in their original condition, taking into account normal wear and tear, no later than on the last day of the period of the Agreement. The list of benefits associated with the ID card will be provided by the Provider to the Client when handing over the ID card, upon request, or as information sent out by the Provider in bulk to all or selected VIP clients. The Provider may unilaterally change the list of benefits at any time. Unused benefits do not entitle the Client to any compensation from the Provider. Benefits may include discounts on catering services on the VIP floor (for orders made beyond the catering provided with the ticket), discounts on other services of the Provider (e.g. accommodation or catering at STAGES HOTEL Prague), discounts on services of other entities - business partners of the Provider, etc. When using ID cards, the Provider processes the data from the use of ID cards - how the ID card was used, but only if the code on the card is used electronically (by reading) - simply showing the ID card (for identification when buying a ticket) is not processed in any way. Data related to the use of ID cards (especially the use of discounts and purchases made using the ID card) is processed by the Provider for

the effective term of the Agreement and for a maximum of one year after its termination, especially for its statistical purposes or for marketing purposes in terms of the possibility of additional benefits or adjustments to existing ones. Since the Provider does not associate a specific natural person with the use of a specific ID card, the Provider does not consider the obtained data to be the personal data subject to protection under the GDPR/PDPA but will nevertheless handle them in accordance with the Privacy Policy.

- 7.7 The entry of disabled visitors is governed by the valid Operating Rules. If the Client provides a ticket for the relevant event to the Club floor to an immobile visitor, the Client is obliged to ensure that the Provider is informed of this fact at least 48 hours before the start of such event so that the Provider can take the necessary operational and security measures in accordance with the Operating Rules. If the Provider is not provided with the information according to the previous sentence in a timely manner, the immobile visitor in question may not be admitted to the event. The Client acknowledges that the number of specially adapted places for disabled visitors is limited, their locations are fixed and the Client is not entitled to any special place, especially if their capacity is filled. The skybox floor is not adapted for disabled visitors.
- 7.8 If, during the effective period of the Agreement, any measures of public authorities relating to COVID-19 disease (or similar diseases) will be effective, and such measures will apply to access of visitors to the O<sub>2</sub> arena (e.g., wearing of face masks, disinfections of hands at the entrance into premises of O<sub>2</sub> arena etc.), the Client undertakes to comply with such measures and inform the persons, which it allows to enter O<sub>2</sub> arena, about the obligation to comply with such measures.
- 7.9 If the Seats are located at the Kaskáda bar, they belong to the table specified in Article I of the Agreement and the Client is not entitled to move them outside their designated location. The seats at the Kaskáda bar are not oriented towards the stage, however, they can be reasonably rotated by the Client, but always in such a way as not to block other visitors to the Club Floor and limit the possibility of movement of persons in the Kaskáda bar area (especially the staff and other users of the Kaskáda bar). The Client is not entitled to use the seats in Kaskáda bar or the Kaskáda bar area before the Organizer allows it (especially when the Event is being prepared and the drapes of the Club Floor are closed), regardless of the moment when the Client was allowed to use the Club Floor.
- 7.10 The Client is not entitled to use (even temporarily) any seats with a view of the stage during the event other than those indicated on the ticket on the basis of which the Client (or a person on the Client's side) entered the O<sub>2</sub> arena. Violation of this obligation results in the Provider's right to remove the Client from the O<sub>2</sub> arena without the Client's right to any compensation.
- 7.11 The membership under the Agreement does not imply Client's participation in an association or other form of organized entity with the Provider; only the rights set forth in the Agreement are associated with the Client's membership.

## **VIII. Personal Data Processing and Confidentiality**

- 9.1 The processing of personal data is governed by the terms of the GDPR and the PDPA. In the performance of the Agreement, the Parties process in particular the personal data of the Client and/or persons acting on behalf of the Client (name, surname, telephone/mobile number, date of birth, e-mail) and the personal data of persons acting on behalf of the Provider (name, surname, telephone/mobile number, e-mail, permanent residence, place of work). From the perspective of the PDPA/GDPR, the Provider or the Client have the status of the controller in relation to its relevant data and the Provider's Co-suppliers have the status of a processor for the Provider. The Client hereby represents that they are aware that



the personal data provided by them on the basis of the Agreement will be used for the purposes of Agreement performance (i.e. for negotiation about conclusion or modification of the Agreement, for mutual information about facts related to this Agreement, performance of the Agreement by the Provider, including sending operational information and for conducting commercial and advertising actions, including for sending commercial and promotional communications regarding events held in the O<sub>2</sub> arena, or events outside the O<sub>2</sub> arena) and for the distribution of commercial and promotional communications within the scope of the preceding part of the sentence even after the termination of the Agreement until the Provider receives objection to such distribution, however, for a maximum period of 5 years from the termination of the Agreement. The Provider represents that it is aware that the personal data it has provided to the Client under the Agreement will be used for the purposes of the performance of the Agreement by the Client. The Parties undertake to treat the personal data of the other Party or persons acting on its behalf in such a way that such personal data is not compromised, breached, altered, destroyed, etc. and undertake to take the technical measures necessary to protect them. Should security incident in terms Article 33 of the GDPR occur with consequences of risk to the rights and freedom of data subjects under the Agreement, the Party to which such an incident has occurred undertakes to inform the other Party without delay. The parties are obliged to provide assistance to each other in the performance of their obligations under the GDPR / PDPA free of charge upon a necessary and reasonable request. In the event that the Client wishes to involve third parties in the processing of personal data provided by the Provider, the Client shall inform the Provider in writing in advance, specifying the identification of such person. Provider's personal data processing policy is available here: <https://www.o2arena.cz/pro-navstevniky/ochrana-soukromi/> and, by attaching their signature under the Agreement, the Client represent that they have become acquainted with such rules and that they distributed such information to all data subjects on the Client's side whose data is processed under the Agreement. In the event that there is a need to modify this provision to comply with the GDPR / PDPA, or the interpretation of these regulations or the practice of their application, the Parties agree to provide each other with maximum cooperation in relation to ensuring the fulfillment of the Provider's obligations under the GDPR and, where appropriate, to modify this Agreement by a written amendment.

9. 2 The Client is obliged to keep the contents of the Agreement and the facts that it learns in connection with the Agreement, which do not constitute publicly available information, confidential, otherwise it shall be liable for any damage thus caused. This does not apply to cases where the Client is obliged to provide such information to public administration authorities on the basis of a legal regulation, however, in such a case the Client is obliged to ask the Provider in advance to identify the parts of the Agreement which are subject to commercial secret and which cannot be disclosed and – if possible – not to disclose such information. The Client is also entitled to provide information about the contents of the Agreement and the facts that it learns in connection with the Agreement to its tax and legal advisors to the extent necessary for the performance of their duties.

## **IX. Final Terms**

9. 1 Other provisions of the Agreement shall be governed by applicable and effective laws, in particular by the Civil Code.
9. 2 The Agreement is entered into by the Parties as entrepreneurs in connection with their trade and/or business, unless the Agreement expressly provides otherwise.
9. 3 The Parties shall not be liable for any delay in performance or failure to fulfil any obligation under the Agreement or for damages or penalties otherwise due if such delay or failure is

caused by Force Majeure. The Force Majeure means in particular: severe storms, epidemics, floods and other natural disasters, transport delays, interruption of electricity supply, acts of terrorism, sabotage, civil unrest, disease, death, or any other event on the part of the performer(s), changes in legislation or legal regulations currently in force in the Czech Republic (including measures against COVID-19 or similar situations).

- 9.4 The Parties shall provide each other with the necessary requested cooperation in the performance of the Agreement.

Version: September 20, 2023

Effectiveness of the Terms and Conditions: from September 20, 2023