

COMMERCIAL CONTRACT

(hereinafter as „contract“)

concluded pursuant to the provision of § 269, clause 2 of the Act No. 513/91 Coll., Commercial Code, as amended, on a below given date, month and year, between the contracting parties:

Article I.

Contracting Parties

- 1.1 Trading company: **EDUARD – MODEL ACCESSORIES, spol. s r .o.**
Seat of business: Mírová 170, 435 21 Obrnice
Business ID: 44564325
Tax ID: CZ44564325
Bank account at: KB, a.s. Most, account number.: 3335810287/ 0100
registered at: Trade Register at the Regional Court in Ústí nad Labem, file C/ 1808
represented by: Stanislav Motl, Executive Director
(hereinafter as „the Organizer“)
- 1.2 Trading company:
Seat of business:
Business ID:
Tax ID:
Bank account at:
registered at: in Trade Register in
represented by:
(hereinafter as „the Ordering Party“)

Article II.

Subject of the Contract

The subject of this contract is on one side providing services connected to the sale exhibition by the Organizer in the favour of the Ordering Party at the **E-DAY 2011** Exhibition which will take place at Object (Exhibition Area) **Shopping centre Galerie Butovice, Praha 5, Czech republic**, in the period of time **1.10. 2011**. On the other side the Ordering Party obliges to pay for these services as given below.

Article III.

Rights and Duties of Contracting Parties

- 3.1 The rights and duties of contracting parties are given in „General Participation Conditions“ for the E-DAY 2011 Exhibition, arranged by the Organizer, which are integral part of this contract. Next, the Fire Safety Directive is an integral part of the contract as well.
- 3.2 The Ordering Party declares that he has made himself acquainted with the provisions of „the General Participation Conditions“, agrees with their content and will take heed their keeping.
- 3.3 The Ordering Party obliges to pay, based on the Organizer’s decision, the sanction resulting from „the General Participation Conditions“ if it evidently breaks any of the provisions in these conditions.
- 3.4 All unforeseen situations that may arise shall be solved amicably between both contracting parties.

Article IV.

Payment Conditions

- 4.1 The Ordering Party obliges to pay the Organizer the services as follows:
- 4.1.1 before starting the exhibition to pay the price to the invoice due date for services ordered before. The invoice is paid by a non-cash transaction in favour of the Organizer’s bank account. The payment day for the sake of this contract is the day of amount crediting to the Organizer’s account.
- 4.1.2 during the exhibition to pay for the extra ordered services.

- 4.2 The Ordering Party is obliged to prove on prompt of the Organizer the completion of payments. If he does not do so the Organizer can refuse his participation in the exhibition and can exclude him from it.
- 4.3 The potential difference in the invoiced price for rendered services shall be solved with a tax credit note or a debit note.
- 4.4 If the Ordering Party calls off his participation in the exhibition after the closing date of applications before the start of the event he is obliged to pay a contractual penalty in the level of 100 % from the ordered service price; the paid registration fee is not returned. The Ordering Party obliges to pay other contractual penalties pursuant to „the General Participation Conditions“.
- 4.5 The Ordering Party obliges to pay the contractual penalty, based on the Organizer’s decision, which will be given pursuant to „the General Participation Conditions“, within 14 days after issuing a relevant tax document by the Organizer.

**Article V.
Final Provisions**

- 5.1 This contract comes in effect on the day of signing by both contracting parties and is concluded for a limited period of time until the exhibition end after a set time schedule.
- 5.2 This contract can be changed, cancelled and amended exclusively by numbered amendments in writing which always become integral parts of this contract.
- 5.3 Other rights and duties are governed by „the General Participation Conditions“, relevant provisions of the Commercial Code and by other legal regulations decisive for both parties.
- 5.4 This contract is done in two original copies of which each contracting party receives one.
- 5.5 The contracting parties declare that this contract is a reflection of their will, they come to it freely and earnestly. They regard each individual provision for clear. Next, they declare they have read this contract, they agree with its content, they have not concluded it in pressure under obviously unfavourable conditions. As a proof of it they sign this contract.

In, on

In Obrnice, on.....

The Ordering Party:

The Organizer:

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Karel Pádár
Executive Director



FIRE SAFETY DIRECTIVE

valid for the exhibition area
premises during the

E-Day 2010

The fire protection is governed by the Act of the Czech National Council No. 133/85 Coll. on fire protection as amended.

At the exhibition each participant is obliged to:

- a) behave so that any fire is prevented, especially when using electrical consumers (the use of heating, gas and other consumers require the organizer's consent), at storing and using flammable and other fire dangerous substances and when handling them or open fire or another source of ignition (the organizer's consent needed as well),
- b) enable access to electric power distribution systems and to gas, water and heating valves,
- c) follow instructions and keep the prohibition with regards to fire protection at marked places,
- d) provide access to fire safety equipment and fire protection tools to be able to use them in time. The people who use these tools must keep them in ready-to-use condition,
- e) create conditions for a quick containing of a fire and for rescue work in areas hired for use,
- f) enable state fire supervision,
- g) enable the state fire supervision body to do necessary work to find out the reason of a fire and in well-founded cases to provide the body with products or samples in order to carry out a fire technical expert's investigation for finding the fire cause,
- h) inform without delay the organizer about each fire that has been ignited at activities that have been performed in the used area,
- i) keep conditions or instructions related to the product fire safety or the activities with them, if it is set down, supervise people who cannot judge the consequences of their behaviour and to supervise those people not to cause a fire with their behaviour,
- k) keep order in allocated areas to use, to start extinguish the fire, to alarm and call for fire fighters through the organizer's workers,
- l) smoke only at reserved places to it,
- m) provide the consumers in operation are not without any supervision,
- n) to supervise children being cared about in a right way or about children who move at the exhibition area.

The participant is not allowed to:

- a) call knowingly a fire fighter unit or abuse the emergency telephone line,
- b) carry out work that might ignite a fire,
- c) damage, abuse or in another way disable to use fire extinguishers or other tools of fire protection and fire safety,

Personal help:

Everybody is obliged, in containing a fire ,to:

- a) take necessary measures to rescue endangered people,
- b) put out a fire if it is possible or take necessary measures to prevent fire spreading,
- c) report immediately the organizer about a fire or ensure its reporting,
- d) provide personal help to the fire fighter unit after the intervention leader's prompt or the fire fighter leader's prompt.

Material help:

Everybody is obliged, on the intervention leader's prompt or the fire fighter leader's prompt, to provide transport means, water sources, communication equipment and other things necessary to put out a fire.

Expense reimbursement:

If there arise any expenses when providing material help the one who has provided them is entitled to reimbursement. The right for reimbursement can be enforced within 3 months after the day he had found it, within 2 years at the latest after the right arose, otherwise this right expires. The right for reimbursement is enforced at the fire fighter unit of that region on territory of which the fire came into existence.

The directive has been acknowledged:

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Seal, date and signature of an authorized representative