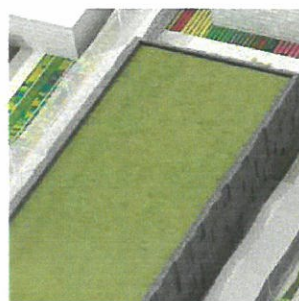
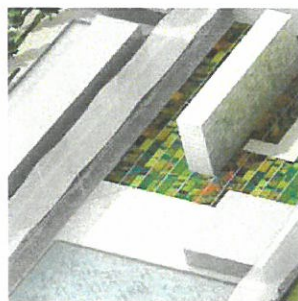
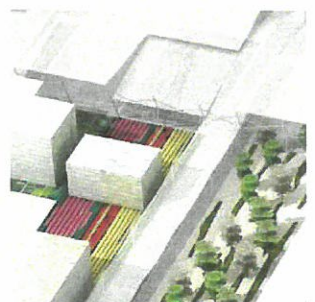
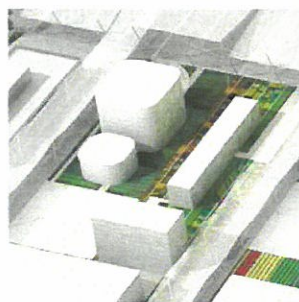
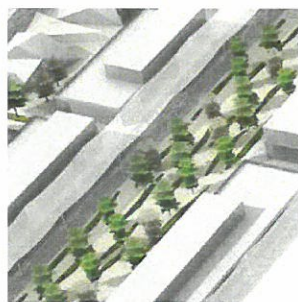
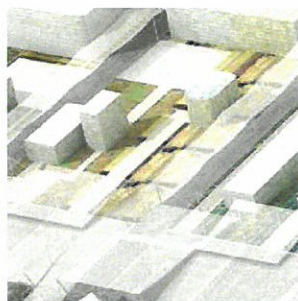
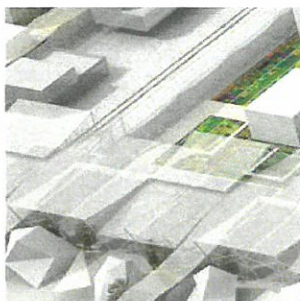
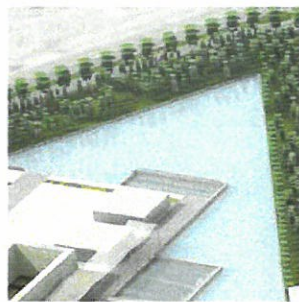


PARTICIPATION CONTRACT
of EXPO MILANO 2015, Italy

CZECH REPUBLIC



**PARTICIPATION CONTRACT
of
EXPO MILANO 2015, Italy**

(Czech Republic)

Between

“Expo 2015 S.p.A.” (hereinafter referred to as the “Organizer”), represented by Giuseppe Sala, Chief Executive Officer of the Organizer of Expo Milano 2015, Italy, on the one hand, and

the Government of the Czech Republic (hereinafter referred to as the “Participant”), represented by Jiří František Potužník, Commissioner General of Section, which has expressed its intention to participate in the Expo Milano 2015, Italy in reply to the invitation by the Italian Government, on the other hand,

it has been agreed as follows:

Chapter I - General Provisions

Article 1

1. The object of the present Contract is to establish the terms on which the Czech Republic will take part in Expo Milano 2015, Italy (hereinafter referred to as the “Exhibition”).

2. The *General Regulations* and the *Special Regulations* of the Exhibition, as to be approved by the *Bureau International des Expositions* (hereinafter referred to as the "BIE"), are acknowledged as an integral part of the present Contract and are binding on the contracting Parties, subject to the fact that respective Regulations were made available to the Participant by the Organizer.

3. The Parties acknowledge the authority of the Commissioner General of the Exhibition as it is defined in *The International Exhibitions Convention* signed in Paris on 22 November, 1928, as amended, and in the rules approved by the BIE, especially Article 5 of the *General Regulations* of Expo Milano 2015.

4. The Participant shall also comply with all applicable Italian laws and regulations.

Chapter II - The Participant's Exhibit

Article 2

1. The Organizer places at the disposal of the Participant, which hereby accepts, the space designated on the plan annexed to the Contract (*Appendix 1*) and made up as follows:

1,362 square meters of exhibition lot, provided free of charge, that includes maximum 700.9 square meters developed on the maximum height of 12 meters (17 meters is allowed for parts or architectonic portions of the building, as skylights, roof elements, vertical connections to the roof, sunscreen protections etc.) of covered indoor exhibition space; the remaining part of the lot will be outdoor exhibition space (hereinafter referred to as "Lot N5").

This space will be at the disposal of the Participant no later than April 30th, 2014.

2. The structure and condition of the covered and open spaces placed at the Participant's disposal are described in the *Special Regulations* referred to in Article 34 of the *General Regulations*.

3. The Participant shall be responsible for the furnishing maintenance and cleaning of the space at its disposal.

4. The Participant agrees to present an exhibition on the theme of the Expo Milano 2015 as described in the *General Regulations* and in the *Special Regulation No. 1*. The Participant shall set up an exhibition as described in the *Theme Statement* approved by the Organizer and attached to this Contract as *Appendix 2*, which constitutes part hereof.

Article 3

For the duration of occupation by the Participant of the allocated space, the Organizer shall provide the Participant with the services set out in the *Special Regulation No. 10*, referred to in Article 34 of the *General Regulations* at the rate and on the terms described in the same *Special Regulation*.

Article 4

1. The Organizer shall communicate to the Participant all necessary information regarding the relevant applicable laws and regulations, directives or policies of the Italian Government and the Local Authorities that are relevant to the Participant for its participation in the Exhibition, including, but not limited to, the legislative measures and regulations related to (a) the protection of all patent rights and copyrights during the Exhibition, and (b) the process and requirements for

obtaining all permits necessary for the construction and operation of the Participant's exhibition (pavilion).

2. Upon request by the Organizer, the Participant shall provide the Organizer with all useful information, in particular information and documentation concerning the number and professions of the personnel which the Participant intends to bring in order to prepare and carry out its participation and concerning the property and items which intends to import for the purpose of its exhibit.

3. The above mentioned and other exchanges of useful information constitute mutual assistance intended to facilitate the success of the Exhibition.

4. The Parties shall treat as confidential all information exchanged under the present participation Contract unless any communication or disclosure of the same (i) is required by law, (ii) is made by one of the Parties in favour of its Board of Directors, Governmental entities, top management, legal, financial or accounting advisors upon their request or grounded need.

Article 5

1. The Participant shall be solely responsible for the choice and installation of Exhibitors in its national section as well as for the choice of all persons exercising an activity within that section.

2. The Participant undertakes that its own personnel, on the one hand, and the persons mentioned above, as well as their servants and agents, on the other hand, shall comply with the present Contract as well as with the regulations of the Exhibition, subject to the fact that the Participant was informed on such regulation by the Organizer, and the instructions which the Organizer may give within the limits of its prerogatives.

3. The Organizer undertakes not to communicate with the persons mentioned above, except through the Participant.

Article 6

1. The Participant hereby undertakes:
 - (i) to keep its space open to visitors during opening hours of the Exhibition;
 - (ii) to let the Organizer install, maintain and repair, within the space allocated to the Participant, all equipment or fittings necessary for the proper functioning of the Exhibition;
 - (iii) to ensure that legislative measures and regulations related to the protection of all patent rights and copyrights are implemented;
 - (iv) to return no later than May 2016 all spaces made available to it, both covered and open, in the same condition as when it received such space, except if otherwise contractually agreed upon – in such cases reference should be made to such agreement.

2. Should the Participant not fulfil the above obligation, the Commissioner General of the Exhibition shall be surrogated to the Organizer's rights, under the terms of Article 18 of the *General Regulations*.

Chapter III - The Participant's Commercial Activities

Article 7

1. The Organizer requests the Participant to ensure that their commercial activities are closely connected with the Theme of the Exhibition, so that the visitors vividly perceive the significance of its thematic message. The Organizer shall not receive any rent in respect of the space occupied by the

commercial activities, which shall not exceed of the 20% of the total surface area.

2. The Participant is encouraged to establish, within the premises made available to it, a food area open to the general public, where the cuisine of its country shall be provided as defined in the relevant regulations. The Participant shall pay monthly to the Organizer a royalty based on the "turnover" (+ VAT) of the food area.

3. As soon as the Organizer has placed the area at the Participant's disposal, the Participant may also establish, exclusively for the use of its personnel, a restaurant and refreshment service. The operating of such service shall not give rise to the payment of any royalty in favour of the Organizer, but the occupied space shall be included in the space allocated, pursuant to Article 2 above.

4. The detailed terms and conditions relating to the establishment of food and beverage services shall be set forth in *Special Regulation No. 9* referred to in Article 34 of the *General Regulations*.

Article 8

1. The Participant shall be entitled to sell to the public, photographs, including slides, postcards, sound recordings, books, stamps, films, CD-Roms and DVD or video-cassettes relating to its country or to its exhibit, including by electronic commerce.

2. According to paragraph 1 of Article 7, the Participant will also be entitled to sell one or more other products characteristic of its country. The selection of such product should be made with the agreement of the Organizer, with the possibility of changing such products during the course of the Exhibition. Such sales shall give rise to monthly payment of a royalty in favour of the Organizer.

3. The detailed terms and conditions relating to the sales of products in the preceding paragraphs shall be set forth in *Special Regulation No. 9* referred to in Article 34 of the *General Regulations*.

Article 9

1. The Participant shall keep daily accounting records of commercial activities for which royalties have to be paid to the Organizer. Such records shall be kept in clear complete form. The Participant shall permit the Organizer to have access to and the right to make copies of the accounting of these activities so as to audit and verify the amount of turnover.

2. The Participant shall use only cash registers of the type designated by the Organizer. All credit sales shall be recorded on the cash register in the same manner as cash sales.

3. Details regarding the Participant's commercial activities and payment of royalties as provided by Articles 7 and 8 of the present Chapter III in favour of the Organizer shall be described in *Appendix 3*, which constitutes an integral part hereof.

Article 10

If the Participant exercises the option provided in Article 20, co. 3, of the *General Regulations*, to sell on-site any of the objects or products exhibited, such sale shall not give rise to the payment of any royalty in favour of the Organizer. Before selling such objects or products the participant shall inform in writing the Organizer.

Chapter IV - Benefits granted to the Participants

Article 11

The Commissioner General of Section representing the participating State and other authorized persons shall enjoy advantages and privileges as defined in the *Special Regulation No. 12*.

Article 12

1. The Organizer will assist the Government of Italian Republic in the facilitation of processes regarding the requests for visas and residence permits of the personnel of the Participant.
2. The Organizer will also provide assistance to the personnel of the Participant in the following areas:
 - (i) Accommodation;
 - (ii) Health care.

Article 13

The Organizer, in coordination with the Commissioner General of the Exhibition, will organize with the relevant governmental authorities so that they will act in a manner conducive to the best possible success of the Exhibition, particularly:

- (i) by establishing the offices necessary for the performance of custom operations in the most convenient places;
- (ii) by facilitating the entry of goods and items of any type used for the exhibition of the Participant;
- (iii) by relaxing if necessary the import quotas on the products sold in the section of a Participant;

(iv) by providing a list of agencies or agents approved by the Organizer to deal with customs matters on the Participant's behalf, for a specified charge. The Participant is in no way obliged to make use of the firms in the above-mentioned list.

Article 14

The Organizer shall provide the Participant with a list of transport, handling and packing firms, of suppliers of products and items, and of contractors of all kinds, which are approved by the Organizer and which have undertaken to deal with the Participants on fair terms.

The Participant is in no way obliged to make use of the firms in the above-mentioned lists.

The Organizer shall negotiate with the transport firms and their organizations for the purpose of obtaining the most favourable terms for the Participants.

Article 15

The contracting Parties undertake to comply with the provisions contained in the Organizer's Ethic Code, as far as applicable to the present participation Contract as published in the relevant section of the Organizer's website (www.expo2015.org).

Article 16

In case of a dispute between the Participant and the Organizer, the Parties agree to reach a settlement according to what stipulated in the Article 10 of the *General Regulations*.

The Organizer acting to obtain the payment of a debt due, according to paragraph 2 of Article 18 of the *General*

Regulations, can not seize objects belonging to the participating State when these objects have the character of public property or of national heritage according to the law of the concerned State.

Chapter V - Entry into force

Article 17

The present Contract shall enter into force as soon as the two Parties have signed it and the Commissioner General of the Exhibition has initialled it. Should the Contract be signed on different dates, this Contract shall enter into force on the later date of the signature.

Article 18

Statements and/or notices derived from this Contract shall be made in written form and shall be addressed to the following:

- (i) Mr. Giuseppe Sala
Expo 2015 S.p.A.
Via Rovello 2
20121 Milano
Italia

- (ii) Jiří František Potužník
KGK EXPO 2015
Rytířská 31
110 00, Praha 1

The above addresses may be changed upon notification to the other Party.

List of Appendixes:

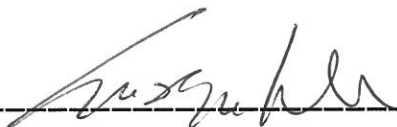
Appendix 1: Plan of Space Allocation to the Participant

Appendix 2: Theme Statement

Appendix 3: Commercial Activities

IN WITNESS WHEREOF, the present Contract shall be prepared in duplicate and shall be signed by the representative of the Organizer and the Commissioner General of Section, each party retaining one copy.


Chief Executive Officer, Expo 2015 S.p.A.

Signature _____ 

Name in block: GIUSEPPE SALA

Date: 10.04.2013

Commissioner General of Section

Signature _____ 

Name in block: JIŘÍ FRANTIŠEK POTUŽNÍK

Date: 10.04.2013

Commissioner General of the Exhibition, in respect of the principles of the *Convention*, the provisions of the *General Regulations* and *Special Regulations* of the Exhibition, and of the law and regulations in effect in Italy, guarantees the fulfilment of the obligations and responsibilities of the Organizer under this Contract by his signature.

Signature _____ 

Name in block: ROBERTO FORMIGONI

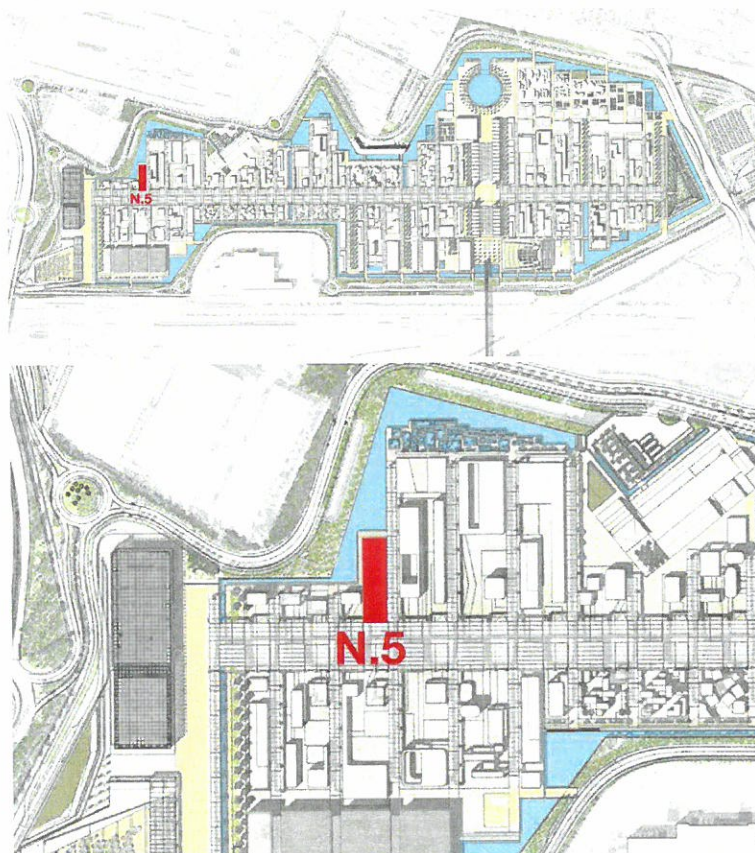
Date: 10.04.2013

APPENDIX 1

Plan of Space Allocation to the Participant

Pursuant to the Article 2 of this Contract, the Organizer shall provide 1,362 square meters of building lot that includes maximum 700.9 square meters developed on the maximum height of 12 meters (17 meters is allowed for parts or architectonic portions of the building, as skylights, roof elements, vertical connections to the roof, sunscreen protection etc.) of covered indoor exhibition space.

The specific location of the building lot for the Czech Republic Pavilion in the Expo 2015 Exhibition Site is as follows:



APPENDIX 2

Theme Statement

Theme of Participation:

The working title of Czech participation on the EXPO 2015 is „Laboratory of Life“.

The concept and the educational dimension:

Focus:

To the theme „Feeding the Planet, Energy for Life“, Czech republic would like to contribute as a country with a rich history in both agriculture and food production as well as a country, that is considered, in specific fields, number one in the world. It wants to present the experience and innovation in taking care of water sources and their use, the results of both biochemical and nano-technological researches from the science institutes, that can be applied in taking care of the environment , health of all the people and animals and in the production of wholesome food.

Target:

The theme „Laboratory of Life“ is supposed to show the visitors, through experience and innovation, a way of keeping a balance between using natural resources and taking care of the environment. How to keep a harmless agricultural production and the shaping of landscapes in accord with the original environment and sustainable development. Czech innovations – for instance in the field of organic chemistry and nanotechnology – are employed with great success in other countries and they are used to take care of the environment and peoples health all over the world.

Itinerary

I. Water

Czech Republic is both geographically and historically a place, where civilization and life itself have good conditions for its development – it is also called the heart of Europe, which it fulfills not only through its location and cultural significance, but also as a watershed of the entire continent (the roof of Europe).

Taking care of water, forming the landscape and the utilization of agricultural and livestock productions is reflected in the character of Czech cities and villages, a rich biodiversity and high quality food products. Fresh or even healing water is the foundation of the most famous of Czech products – especially beer.

Taking care of water – discovering its sources and ecological methods of cleaning it – is a global activity of the Czech Republic, used mainly by countries with limited access to water. Czech projects on collecting and using water are helping in tens of African and Arab states.

II. Science

Czech Republic is a center of world importance in the research and innovation in the fields of organic chemistry and nanotechnology. It is exactly these fields that are, through their application, related to the theme „Feeding the Planet, Energy for Life“.

To carry on after the world patents on antiviral drugs (including medicine against AIDS), after global medical projects (vaccination on five continents), or to carry on after the development of friendly drugs for farm animals, the Czech Republic would like to have the world premiere in presenting drugs against obesity on the EXPO 2015.

World patents in nanotechnology open a virtually limitless amount of possibilities, being used in all areas of human activity – Czech Republic wants to use them in both building the pavilion and in the realization of low-energy and ecological technologies, for example purifying water and air.

III. Regions of the Czech Republic

Fourteen regions of the Czech Republic and tens of historical cities (twelve of these under the protection of UNESCO) are places, where traditional agriculture and food production deeply affect cultural and business life.

Traditional methods of water management unique in the world, gave birth to unparalleled city centers and also affected the forming of the landscape – for example on the set of South Bohemian carp ponds or on the Lednice-Valtice area under the protection of UNESCO.

Regional specialties (tens of which are made under the EU trademark) enable the use of local sources and the production strength of individual regions, they widen the gastronomical variety of the national cuisine and are an important part of Czech export – both ingredients (meat, milk, eggs) and foods (beers, liqueurs, biscuits etc.)

Architectural Project

On the EXPO 2015, Czech Republic wants to present itself with its own pavilion sized 700-900 meters squared. A tender will be created for the builder halfway through the year 2013, but we can already see, that a part of the task will be a request for original architecture, as well as using ecological materials and low-energy technologies. At the moment, preliminary negotiations are taking place, about the use of original concepts of the architects Jan Kaplický (author of the Enzo Ferrari museum in Modena) or Jiří Javůrek (author of the pavilion Storks nest in the Czech Republic) and others.

Technology Plan

The Czech pavilion will be made from environmentally friendly materials and will use low-energy technologies. The final look will be based on the victorious architectural design. The interior will be made of new construction materials (for example „eco-panels“) and a modern design with the use of a traditional Czech product – glass.

Sustainability

The Czech pavilion will be energetically undemanding and will be built as a demountable building, so it can be taken apart after the EXPO 2015 and built again on a chosen location in the Czech Republic (possible uses are already being discussed – they include a university area or the town center).

Exhibition Content

Description

Both the pavilion and the interior exposition will reflect the theme of water and will be equipped with technologies for its cleaning and safe usage. A part of the exposition „Laboratory of Life“ will be a brand new system „Fresh Air, Fresh Water, Fresh Energy“ based on nanotechnology. The manufacturer expects to present the system in a world premiere on the EXPO 2015. Another part will be an interactive lab, which will, in the spirit of the Czech thinker John Amos Comenius „school by play“, introduce visitors to the role of biochemistry in medicine.

A part of the interior exposition will also be installations of current Czech artists, whose works will be connected to the EXPO 2015 theme and to the theme of the Czech pavilion. They should symbolically focus on the balance between using the nature and taking care of it, on sustainable development and ecology, on taking decent care of farm animals and on the protection of all animal species.

Food and Beverages

There should be two restaurants in the Czech pavilion – one for about a 100 people, including staff in a covered area outside. The second one for about 30 people, meant for the guests of the pavilion and visitors, who would like to give the culinary experience more time.

A permanent menu will include the foods representing healthy and fresh dishes and Czech national cooking recipes – such as game, freshwater fish and of course Czech beer, which is protected by the EU as a brand and which people will be able to brew right in the restaurant „Fresh Spirit“.

The offer of ingredients and specialties will be regularly enriched with regional specialties based on which region will currently be presenting itself on the exposition – the concept is a two week cycle for all 14 regions of the Czech Republic.

Event Programme

A permanent part of the exposition will be a panoramatic projection complemented with a polyecran projection (projecting on areas placed in the space in front of the canvas of the panoramatic cinema), whose purpose will be the presentation of Czech Republic in the context of historical and current connections to the theme of the EXPO 2015.

The concept relies on the National day, which should present current Czech culture and arts to the visitors on as large an area of the EXPO site as possible – the point is to offer a dissection of the crafts from modern theater and music to classical ballet and opera.

The concept also relies on a series of regional days, which will – within the presentation of individual regions (approximately every two weeks) – present, in an interactive form, their history culture and abilities (including traditional crafts connected to agriculture and food production) in the exposition and on the area around the pavilion.

APPENDIX 3

Commercial Activities

Once the *Special Regulation No. 9* has been approved by the BIE, the text of *Appendix 3* shall be included in this Contract within 60 days after the release by the Organizer of the guidelines on commercial activities.