

AGREEMENT ON TERMS OF PARTICIPATION IN AN EXPERT JURY - PUBLIC FIGURE

Contracting Parties:

1. **South Bank s. r. o.**, with its registered seat at Digital Park II, Einsteinova 25, 851 01 Bratislava – mestská časť Petržalka, the Slovak Republic, ID No.: 51 704 625, registered with the Commercial Register of the District Court Bratislava I, Section: Sro, File No.: 128562/B, represented by: Ing. arch. Juraj Nevolník, the Executive Officer, and Michal Rehák, the Executive Officer (the “**Organiser**”)

And

2. **Metropolitný inštitút Bratislavy**, contributory organisation of the capital of the Slovak republic, Bratislava, with its registered seat at Primaciálne námestie 1, 814 99 Bratislava – mestská časť Staré Mesto, the Slovak Republic, ID No. 52 324 940, represented by Mgr. Ján Mazúr, PhD, director of the organisation (hereinafter the “**Juror**”)

on the date specified below entered into this Agreement on the Terms of Participation in an Expert Jury (the “**Agreement**”).

PREAMBLE

The Organiser is interested in organising an architecture and urban design competition for an area located on the southern bank of Danube river in Bratislava (the “**Competition**”), the terms of which have been issued by the Organiser (the “**Architectural Competition Brief**”). The Architectural Competition Brief forms an integral part of this Agreement and is available at <https://upload.pentaholding.eu/packages/be5751e7-79c6-454e-a032-306bfb8ee5d9>

(password: PRE2022STHBNK)

- (A) In view of his professional knowledge and experience in architecture, urban development or design, the Organiser considers the Juror to be a suitable organisation for evaluation of the results of the Competition. The Organiser wishes to offer the Juror participation in the Competition expert jury, which will evaluate the proposals and decide on the outcome of the Competition.
- (B) The Organiser and the Juror wish that the Juror contributes to conduct of the Competition under the terms agreed herein and as a jury member take part in evaluation of the proposals submitted in the Competition by its participants (the “**Participants**”), based on the evaluation criteria specified in the Architectural Competition Brief.
- (C) For the purpose of this Agreement The Juror will be represented by architect Mr. Jan Doubek. The Juror undertake to act independently with respective professional care and responsibility.

Article I

Terms for Participation in the Expert Jury

1. The Juror's activity in the expert jury will consist in particular of the following:
 - a) review of the proposals submitted by individual Participants in the Competition, along with their expert evaluation and assessment of their compliance with the Architectural Competition Brief during both the first and the second round of the Competition;

- b) personal attendance or online attendance via conference call at the jury meetings and the presentation (as described below) and voting on proposals submitted in the Competition by individual Participants at the jury meetings;
- c) other activities necessary for proper performance of jury's obligations and the course of the Competition or which the Organiser will deem necessary in this respect.

The Juror will make an effort to ensure that his/her participation in the jury will contribute to achievement of the purpose of the Competition as set out in the Architectural Competition Brief or disclosed to the Juror by the Organiser.

2. The Competition is an open, two-round, non-anonymous type of competition. The Competition consists, in particular, of:
 - a) first evaluation round during which each Juror shall acquaint himself with the Participants' proposals and evaluate them. Consequently, the first jury meeting shall take place where the jury selects minimum of three (3) proposals which progress to the second round of the Competition,
 - b) second evaluation round during which each Juror shall acquaint himself with the Participants' proposals. Consequently, the presentation shall take place and the day after the presentation the second jury meeting shall take place where the jury, based on its evaluation, shall select first, second and third best proposal.
3. The Juror shall attend all the jury meetings and presentation either in person or online via conference call. The Organiser is entitled to determine the Juror's method of attending. The jury meeting and the presentation shall each last a maximum of 10 hours and shall take place between 8 a.m. and 6 p.m. Central European Summer Time (UTC+2). If the Juror cannot attend the jury meeting or the presentation, he/she shall notify the Organiser at least three (3) business days in advance.
4. No later than beginning of the evaluation rounds, the Juror shall be provided by the Organiser with the proposals submitted in the Competition by individual Participants for the purpose of their review.
5. The Juror shall evaluate the proposals submitted in the Competition by the Participants at the Juror's own discretion based on the Juror's expertise and considering their compliance with the Architectural Competition Brief while the respective weight of individual competition criteria is not predetermined.
6. The Organiser is entitled to invite additional experts to the jury meeting, particularly from the construction, transport and engineering sector, so that they can express their opinions regarding the proposals submitted by individual Participants in the Competition, or their individual aspects stemming from the areas of their expertise. The Juror shall to a reasonable extent take these experts' opinions into consideration.
7. The Jurors shall be assisted by a jury secretary, who shall accept, register, organize, and retain the competition submissions on behalf of and for the jury, and provide the jury with related administrative support as requested by the jury chairperson.
8. The Jurors shall also be supported by an examiner, who will supervise the Competition's running, review competition submissions for compliance with the Architectural Competition Brief, and report findings to the Jurors. At the jury chairperson's request, the examiner shall assist the Jurors in preparing information, notes and reports to support the jury meeting.
9. The Juror hereby acknowledges that the expert jury will have nine (9) members, five (5) of whom will be independent from the Organiser and four (4) of whom will be the Organiser nominees (the "**Nominated Jurors**"). The Organiser shall also appoint two (2) substitute members who shall replace other members of the jury in case of their unavailability. The jury shall elect a chairperson at its first jury meeting.

10. The Juror shall have one (1) vote when voting at the jury meeting. The jury shall constitute a quorum if all nine (9) of its members are present and shall decide by a majority of votes, with the chairman of the jury the deciding vote in the event of a split vote. The jury's decision shall be final. For avoidance of any doubts, the Juror hereby acknowledges that he/she is not a Nominated Juror.
11. The Juror may not participate in the Competition either directly or as a member of the Participant. The Juror hereby confirms that he/she is not aware of any circumstances under which any of the Participants registered in the Competition by the date of signing hereof could be a person close to the Juror or a Juror's business affiliate within the meaning of the Slovak Commercial Code. Should the Juror find out about such affiliation later, the Juror shall notify the Organiser without undue delay.
12. During the Competition, the Juror shall not cooperate with any Participants on preparation of Competition proposals, advise or help them or otherwise participate in the preparation of proposals in the Competition.
13. For participation in a Jury Meeting or other activities of the Juror agreed upon herein, the Organizer and Juror have agreed a one-time compensation in amount of 1280 Eur with (VAT included). The Juror is entitled to issue the invoice within 30 days, once the Competition is finished (provision 10 of this Article).
14. The Juror undertakes to protect the confidentiality of all information of which he/she becomes aware in connection with the signing hereof and with his/her participation in the Competition expert jury, in jury meeting or in the Competition generally, particularly internal information relating to the Competition, individual Participants and their proposals submitted in the Competition as well as the progress and results of voting at jury meeting (the "**Confidential Information**"). The Juror is obliged to maintain the confidentiality of the Confidential Information, protect its confidential nature and protect the Confidential Information from loss, damage, destruction, misuse, unauthorized reproduction and from its disclosure to a third party. Misuse, leakage, revelation, disclosure, or any other use of the Confidential Information in violation of this Agreement is prohibited, whether the unauthorized use of the Confidential Information occurs directly, indirectly, intentionally, negligently, or otherwise. The Juror shall refrain from any use of the Confidential Information in connection with the performance of his/her function, employment, business or any other activity not covered by this Agreement. The Juror may leak, reveal, disclose or otherwise use the Confidential Information only with the prior written consent of the Organiser. In the event of a breach of the confidentiality of the Confidential Information and a finding of damage, destruction, loss, unauthorized reproduction or misuse of the Confidential Information, which was made available to the Juror or which the Juror acquainted himself/herself with, or in the event of a breach of any other obligation under this Agreement, the Juror is obliged to immediately inform the Organizer of such event. The Juror shall maintain the confidentiality in accordance with this paragraph for an indefinite period of time even after the Competition ends. If the Juror breaches the confidentiality obligation outlined in this paragraph, the Juror shall be required to pay the Organiser a contractual penalty of EUR 5.000; the Organiser's entitlement to damages shall not be affected by payment thereof.

Article II

Final provisions

1. Any of the parties' rights and obligations not defined herein or in the Architectural Competition Brief shall be governed by the laws of the Slovak Republic.
2. This Agreement may be changed only in the form of written contractual amendments signed by both parties. The Architectural Competition Brief may be changed by the Organiser under the conditions specified therein.
3. The Organiser is entitled to terminate the Juror's participation in the jury for the Competition at any time even without specifying a reason and to replace him/her with someone else, with immediate effect. Subject to Organiser's prior consent, the Juror may resign from the Competition jury.

4. The Juror is not entitled to assign this Agreement, any parts thereof or any of his/her rights and duties stemming from this Agreement to any third parties without the Organiser's consent.
5. The Organiser shall process the personal data of the Juror under 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) (the "GDPR"). More information on the processing of personal data is available at <https://upload.pentaholding.eu/packages/be5751e7-79c6-454e-a032-306bfb8ee5d9> (password: PRE2022STHBNK)
6. The Juror acknowledges that in performing the activities under this Agreement and under the Architectural Competition Brief, he shall have at his disposal the personal data of the Participants. Therefore, the Juror is in a position of a processor pursuant to Art. 4 (8) of GDPR. Due to this fact, the Juror and the Organiser are obliged to conclude an agreement on the processing of personal data pursuant to Art. 28 of GDPR. The agreement on the processing of personal data forms an integral part of this Agreement and is available at <https://upload.pentaholding.eu/packages/be5751e7-79c6-454e-a032-306bfb8ee5d9> (password: PRE2022STHBNK)
7. By signing this Agreement, the parties hereby jointly declare that they comprehend its contents, and they pledge to comply with it fully.

In Bratislava on 1.11.2022

In Bratislava on 2.11.2022

South Bank s. r. o.
Ing. arch. Juraj Nevolník
Executive Officer

Mgr. Ján Mazúr PhD.

South Bank s. r. o.
Michal Rehák
Executive Officer