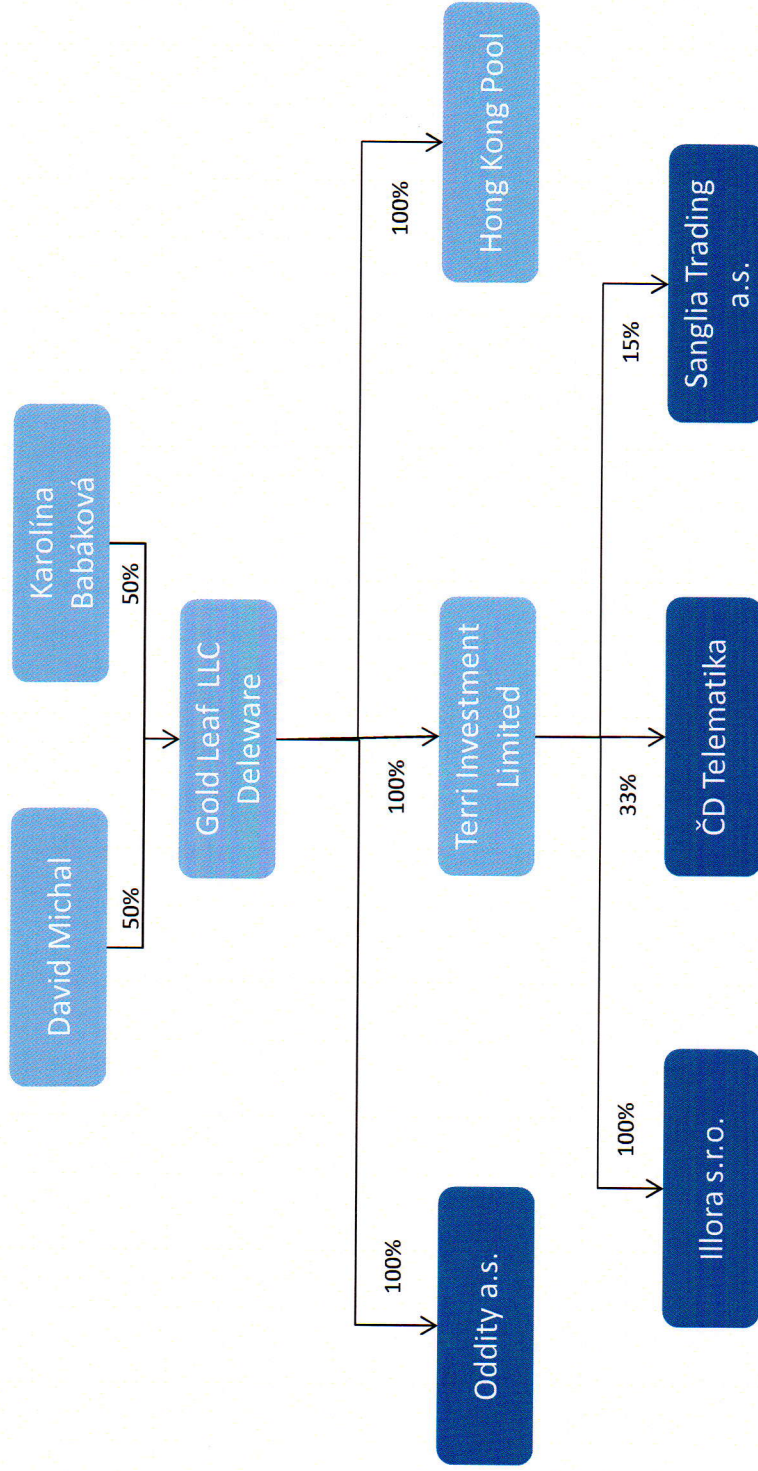


## Struktura pro skupinu Ivo Rittiga na České dráhy





## Contracting Parties

Business company: **Gold Leaf LLC**  
Reg. ID: 4491539  
Registered office: 619 New York Avenue, Claymont, Delaware 19703, County of New Castle, USA  
Acting officer: David Michal, director  
Bank connection: (USD) 33-37279-0081-015  
IBAN: CY34 0120 0033 0372 7900 8101 5840  
SWIFT/BIC: SOGECY2N

hereinafter referred to as the "**Creditor**"

and

Name, surname: **Ivo Rittig**  
born on: [REDACTED]  
Permanent resident at: [REDACTED]

hereinafter referred to as the "**Debtor**"

(the Creditor and the Debtor jointly referred to as the "**Parties**")

agreed in terms of mutual consent on all the following provisions as stipulated by this

## Credit Line Agreement

(hereinafter the "**Agreement**")

### Recitals

- The Creditor has agreed to make available to the Debtor a credit facility in the principal amount of up to **USD 934,300 (nine hundred and thirty four thousand three hundred United States dollars)**.
- The Debtor and the Creditor desire to set forth herein the mutually agreed upon terms and conditions of obtaining advances of funds under such credit facility.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

## Agreement

### 1 Credit Facilities

- 1.1 The Creditor hereby grants to the Debtor a credit facility in the total amount of up to **USD 934,300 (nine hundred and thirty four thousand three hundred United States dollars)** (hereinafter the "**Credit**").
- 1.2 The amount will be obtained in one tranche (hereinafter the "**Tranche**").
- 1.3 The Tranche shall be provided via bank transfer with specifics agreed between the Parties. The Tranche shall be provided upon a written request which shall include the specific banking instructions, such as the number of the account into which the funds are to be transferred.
- 1.4 The Creditor agrees to provide the Tranche in United States dollars (hereinafter "**USD**") or in one or more alternative currencies, provided that such requested currency is a lawful currency that is readily available and freely transferable and convertible into USD, on which the Parties may agree upon prior to the payment date. Should the Parties agree that the Tranche is to be provided in any currency other than USD the Parties shall, for the purposes of establishing in what amount and currency the Tranche is to be paid, use the going exchange rate of the European Central Bank at noon on the day prior to the payment date.
- 1.5 The Parties agree that the Creditor may request the Debtor to provide security for the Credit hereunder, especially pledge of real estate the purchase of which is to be financed by this Credit. Upon the Creditor's request, the Debtor shall take all necessary steps and actions to arrange for such security without undue delay.

### 2 Purpose

- 2.1 The Credit shall be used for the purchase of real estate (apartments) in Dubai, UAE. The list of the particular real estate is attached as Schedule No. 1.

### 3 Interest Rate

- 3.1 The Parties agree that the Tranche is provided to the Debtor upon annual interest. In the absence of any agreement to the contrary, the Debtor shall pay to the Creditor interest at a rate of **4.00% p.a.** on the Tranche until the full repayment of the Tranche (hereinafter the "**Interest**").
- 3.2 The Interest shall be payable along with the principal via bank transfer into the account of the Creditor stated in the header of this Agreement.

### 4 Repayment

- 4.1 In the absence of any agreement to the contrary, the Debtor shall repay the Tranche within **ten (10) years** since the Tranche is credited to the account specified in the Debtor's written request.
- 4.2 The repayment is to be provided in either the currency in which the Tranche was obtained or in USD provided that the Parties shall, for the purposes of establishing in what amount and currency the Tranche is to be repaid, use the going exchange rate of the European Central Bank at noon on the day prior to the repayment date.
- 4.3 The principal and the respective Interest due thereupon may be paid anytime before maturity without any penalty.



- 4.4 The Debtor shall be automatically in default if it fails for whatever reasons to pay Interest or the principal by the payment dates set forth in this Agreement.

## **5 Representations and Warranties of the Debtor**

- 5.1 As an inducement to the Creditor to enter into this Agreement and to provide Credit, the Debtor represents and warrants to the Creditor that:
- 5.2 The Debtor (a) is in good standing, and not subject to any court, debt enforcement or bankruptcy procedures, nor is it to its best knowledge, threatened by any such procedure, and is qualified to do business in each jurisdiction where its ownership of property or conduct of business requires such qualification and where failure to qualify would have a material adverse effect on its property and/or business or on its ability to pay or perform its obligations hereunder, and (b) has the power and authority and the legal right to own and operate its property and to conduct business in the manner in which it does and proposes so to do; and
- 5.3 The Debtor has the power and authority and the legal right to execute, deliver and perform this Agreement. The Agreement has been duly executed and delivered on behalf of the Debtor and constitutes its legal, valid and binding obligations enforceable against the Debtor in accordance with its respective terms.

## **6 Representations and Warranties of the Creditor**

- 6.1 As an inducement to the Debtor to enter into this Agreement, the Creditor represents and warrants to the Debtor that it has the power and authority and the legal right to execute, deliver and perform this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of such documents. This Agreement has been duly executed and delivered on behalf of the Creditor and constitutes its legal, valid and binding obligations enforceable against it in accordance with the respective terms.

## **7 Confidentiality Clause**

- 7.1 The Parties jointly declare that all information (with the exception of publicly accessible information) which will be mutually provided while performing under this Agreement is strictly confidential. With regards to this information the Parties are bound to maintain confidentiality. The Parties undertake to bind their own employees to confidentiality as well. The obligations arising from this clause will survive the term of this Agreement.

## **8 Miscellaneous Provisions**

- 8.1 Any notice, request, demand, consent, approval, or other mail and communication under this Agreement (collectively, "**Notice**") shall be in writing, signed by the Party giving such Notice and shall be sent by facsimile and by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party for whom it is intended at its address as specified in the header of this Agreement. Any party may from time to time, by Notice to the other party given as set forth above, change its address for purposes of receipt of any subsequent Notice.

- 8.2 This Agreement may not be amended or terms or provisions hereof waived unless such amendment or waiver is in writing and signed by both the Creditor and the Debtor.
- 8.3 This Agreement shall automatically expire once the Credit is repaid including all due Interest.
- 8.4 This Agreement shall be subject to Swiss law, excluding the choice of law rules.
- 8.5 Any dispute between the Parties shall be resolved exclusively by the courts of Switzerland.
- 8.6 This Agreement and any other documents shall be executed in three counterparts, all of which together shall constitute this one Agreement. One shall remain with the Creditor, one with the Debtor and one shall be forwarded to bank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth opposite to their respective signatures below.

Zug, on: 29 September 2010

**Creditor**

by: \_\_\_\_\_

**Gold Leaf LLC**  
David Michal, director

**Gold Leaf LLC,**

File ID No.: 4491539  
619 New York Avenue  
Claymont, County of New Castle  
Delaware 19703, USA

**Debtor**

by: \_\_\_\_\_

**Ivo Rittig**

Monaco, on: 30 September 2010



## Zakázka na dodávku služeb „Elektronická jízdenka“ – Dopravní podnik hl.m. Prahy, akciová společnost (dále jen „DPP“).

Zakázka na službu Elektronické jízdenky (dále také „SMS jízdenka“) byla v roce 2008 DPP přidělena společnosti CROWSNEST a.s. (IČ: 27581560) bez výběrového řízení. Přičemž společnost CROWSNEST a.s. **neměla s tímto druhem služeb žádné zkušenosti**.

Aby společnost CROWSNEST a.s. byla schopna realizovat tuto službu uzavřela pravděpodobně subdodavatelskou smlouvu se společností ERIKA, a.s. (IČ: 25098900). Autorovi této zprávy není známo, zda nebyl použit stejný model, jako u DIRECT pay, s.r.o. (viz níže).

Naskýtá se logická otázka, proč nebyla tato veřejná zakázka zadána přímo společnosti ERIKA, a.s. Zakázka nemohla být zadána společnosti ERIKA, a.s. neboť jednou z podmínek, kterou musel uchazeč splnit, bylo, že dodavatel musí zajistit službu i tzv. mobilní peněženky, což ERIKA, a.s. nebyla schopna splnit. Čtenář by se mohl domnívat, že je vše v úplném pořádku, neboť společnost CROWSNEST a.s. byla technologicky vyspělou společností a dokázala dodat jak službu SMS jízdenky, tak službu mobilní peněženky. Ovšem opak je pravdou. Držitelem patentu na mobilní peněženku je společnost DIRECT pay, s.r.o. (IČ: 26170752) a nikoliv společnost CROWSNEST a.s. A jakým způsobem se tedy k patentu dostala společnost CROWSNEST a.s.? Řešení bylo jednoduché.

Dne 30. 6. 2008 uzavřela společnost DIRECT pay, s.r.o. se společností Kyrenia GmbH (Wien, Zweigniederlassung Zug, in Zug, CH-170.9.001.212-6, c/o Onyx Trust Services AG, Baarerstrasse 8, 6300 Zug; dále jen „Kyrenia“) licenční smlouva k předmětům průmyslového vlastnictví a k autorskému dílu. Tímto aktem společnost Kyrenia nabyla práva používat patent společnosti DIRECT pay, s.r.o. Tentýž den uzavřela společnost Kyrenia podlicenční smlouvu ke smlouvě licenční se společností CROWSNEST a.s. (IČ: 27581560). Čímž došlo k tomu, že společnost CROWSNEST a.s. splňovala podmínky zadávacího řízení a DPP jí mohl zakázku zadat přímo. Nutno dodat, že obě tyto smlouvy zajišťovala společnost ŠACHTA & PARTNERS, v.o.s.

Zajímavostí je, že projekt mobilní peněženky je v podstatě nefunkční, resp. tato služba je využívána zcela minimálně. **Proč tedy vlastně byla služba mobilní peněženky součástí veřejné zakázky a to ve spojitosti se službou SMS jízdenky?**

Autor této zprávy se domnívá, že důvodem k tomu, aby byla spojena služba elektronické jízdenky a mobilní peněženky, **bylo obehnutí zákona o veřejných zakázkách**. Kdyby totiž DPP poptával výhradně službu SMS jízdenky nebylo možné oslovit pouze společnost CROWSNEST a.s., resp. společnost ERIKA, a.s., ale na trhu bylo více poskytovatelů této služby např. společnost DRTVplus.cz, s.r.o. (dříve ATS Praha). V okamžiku, kdy společnost CROWSNEST a.s., získala **patent společnosti DIRECT pay, s.r.o. a zároveň měla zajištěnu subdodávku od společnosti ERIKA, a.s., byla jedinou společností na trhu, která byla schopna dodat obě služby současně**. Osoby, které byly ideovými tvůrci nápadu s SMS jízdenkami samozřejmě kalkulovaly s obrovskými zisky z SMS jízdenky, nikoliv ze služby mobilní peněženky.

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### Závěr:

Je vysoce pravděpodobné, až jisté, že společnost CROWSNEST a.s. je pouhým překupníkem, který inkasoval bezpracně značnou část veřejných prostředků z DPP za dodávku služeb SMS jízdenky !!!





Dopravní podnik hl.m. Prahy, akciová společnost

IC01: 00005886

úhrada  
? Kč

*Dodavatel*

CROWSNEST a.s.

IC01: 27561560

úhrada za rok 2009  
cca 40 mil. Kč

*sub-licenční smlouva*

úhrada za rok 2009  
cca 200 tis. Kč

Kyrenia GmbH

*licenční smlouva*

DIRECT pay, s.r.o.

IC01: 36170752

Smluvní a transakční schema - poskytnutí licence  
od společnosti DIRECT Pay  
Mobilní peněženka



Patent

76849, PV2007-504, CZ2999351

držitel