

General Commercial Terms and Conditions for the Agilia Conference Events

of Aguarra, s.r.o., Plzenska 157/98, 150 00 Praha, company reg. number 247 00 649, VAT reg. number CZ24700649 (Document R2018/EN/001)

1) Introductory Provisions

1. These General Commercial Terms and Conditions (hereinafter referred to as "GCTC") apply for the Agilia conferences, trainings, workshops and related services (hereinafter referred to as the "Events") organized by Aguarra, s.r.o. (hereinafter referred to as the "Provider").

2. Events organized by third party and sold by Provider, are governed by General Trading Conditions of the appropriate third party. Such case have to be indicated in the offering of the Provider.

3. These GCTC have been valid since Jun 1st, 2018.

2) Participants of the Contractual Relationship

The participants of the contractual relationship are as follows:

a) the Provider,

b) The client that can be a natural person or a legal entity (hereinafter referred to as the "Client").

3) Subject of the Contractual Relationship

1. The Provider undertakes to provide the Event for the Client in accordance with the confirmed order and to enable the Client to participate in such an Event.

2. The Client undertakes to pay the price for the participation in the Event to the Provider.

3. The participant in the Event is the Client or a person authorized by the Client to participate in the Event (hereinafter referred to as the "Participant").

4) Establishment of the Contractual Relationship

1. The contractual relationship is established by the confirmation of the Client's order by the Provider.

2. The order is made by filling in and sending the order form on the web site of the Event. All required identification data of the Client as the name and surname of the Participant, his/her address, or the name of the trading firm, registered office and company registration number in the case of a legal entity, contact telephone number and contact e-mail address of the Participant, the number of persons participating in the Event and the number of the Client's order in the case that it is to be shown in the invoice will be filled in correctly.

3. The Provider undertakes to confirm or reject the order received.

4. In the case that the Provider does not confirm the order until the beginning of

taking place the Event, it is understood that the order was not confirmed by the Provider.

5) Courses, Trainings, Workshops, Conferences and individual services - Events

1. Provider provides own events, events of third parties or events in co-operation with third party.

2. List of available public events can be found at the web site of the Provider together with information, who and how provides service or the Event.

3. Based on agreement with Client, it is possible to prepare non-public Event.

4. In case of events that ends with certification, there is no automatic right to obtain certificate. In case the certification requirements have not been met, e.g. passing the test or an exam, Participant will not be granted the certificate. In such situation Client has not any right to any refund or discount on the price of the Event.

5. Events are being held in a venue, which indicates Provider in the offering. In case that exact place of the venue is not known, it is enough to indicate town. Place of the Event is indicative only. The Provider may change the place after consultation with registered Participants to increase likelihood of the Event. In some cases also to abroad.

6. Unless stated in the offering otherwise, events are in work days from 9:00 until 17:00.

7. Participants are required to arrive to the Event in time, no later than 15 min before Event's beginning. In case of late arrival the Provider has right not to allow to Participant participation on the Event. In such case Client has not any right to any refund or discount on the price of the Event.

8. Number of participants at the event, unless stated otherwise, is maximally 24.

5) Price and Payment Conditions

1. The Client undertakes to pay the price for the participation in the Event to the Provider in accordance with the Client's order.

2. The price for the participation in the Event is due until the maturity date indicated in the (pro forma) invoice on the basis of which the Client pays the price for the participation in the Event, however, 5 calendar days before taking place the Event at the latest if not agreed otherwise. The maturity is understood to be crediting the amount to the Provider's account.

3. The invoice is sent to the Client together with the order confirmation.

4. In the case that several Participants of one Client participate in the Event, only one invoice will be made out for all Participants. If the Client requires an independent invoice for each Participant, the fact will be shown in the order form.

5. The invoice is due within 14 days. In the case that the order is sent in the period shorter than 14 days before taking place the Event, the due period will be shorter accordingly. On the request of the Client, with respect of possibilities of the Provider and always before an invoice is issued, it is possible to extend due term up to 60 days. It will always be compensated by 20% of the value of the invoice.

6. The Client undertakes to pay the price of the Event to the Provider's account or in cash.

7. If the price for the participation in the Event is not paid to the Provider duly and in time, the Provider is entitled to refuse the participation in the Event to the Participant. In such a case, the Client has not any right to any refund or discount on the price of the Event.

8. In the case of a delay with the Client's payment and the settlement of the price of the Event, the Client undertakes to pay to the Provider a conventional fine amounting to CZK 100 per each calendar day of the delay up to the amount of CZK 10,000. The payment of the conventional fine does not affect the right of the Provider to the compensation of damage incurred.

9. Invoicing: As standard, the Provider makes out the invoice – tax document in the PDF format and sends it to the Client by electronic mail – e-mail. At request, the Provider issues a hard copy of the invoice and sends it to the Client by registered mail. The Provider charges the sum amounting to CZK 1,500.00 for that above-standard service.

10. In the case of the need to correct or change the data in the invoice due to incorrect filling in the order form, the Client undertakes to pay the additional costs amounting to CZK 500 per one invoice to the Provider.

11. Additional costs: If any additional costs incur to the Provider in connection with any above-standard processes of the Client (e.g. international bank charges when an entity based in the Hungary pays from an account in abroad), the Provider is entitled to require their compensation in their full amount from the Client.

12. Invoice, which is not paid 14 days after its due date, is Provider allowed to sell or forward to the third party as



receivables claim. It may lead to additional expensed. Client agree to compensate these expensed to the legal owner of the receivables claim in full.

6) Rights and Obligations of the Contracting Parties

1. The Participants are obliged to stay in the area determined for taking place the Event during the Event.

2. The Participants of the Event are obliged to adhere to the organizer's instructions during the Event.

3. The Participants of the Event are obliged to comply with the general principles and rules of the occupational safety and health protection in accordance with the relevant legal regulations. In the case of the manipulation with subjects or equipment, the Participants are obliged to ensure the safety of other Participants of the Event.

4. The organizer or his/her representative are entitled to exclude from the Event any Participant who repeatedly and after a notice does not comply with the safety rules, does not respect good manners or restricts other Participants of the Event. In such a case, the Client has not any right to any refund or discount on the price of the Event.

5. Client undertakes to provide information about participant, that will participate at the Event in accordance with these GTCT and confirmed order, no later than 24 hour prior the Event.

6. The Client is obliged to ensure that the Participants of the Event participating in the Event in accordance with the Client's confirmed order and in accordance with these GCTC will respect the rights and obligations resulting from these GCTC.

7) Cancellation of the Event and Changes

1. The Provider reserves the right to cancel the Event in the following cases:

a) The Event is not filled with the required number of Participants, minimally 10 persons,

b) The organizer will not be able to ensure carrying out the Event due to the incapacity to work or another serious obstacle,

c) Another serious or insuperable obstacle (e.g. an accident at the place of taking place the Event, force majeure, etc.) will hinder from carrying out the Event.

2. In the case that the Provider cancels the Event, the Provider undertakes to notify the Client of it without undue delay in the way in which the order was confirmed and, simultaneously, by the electronic mail or by phone with the aim to inform the Client as soon as possible.

3. In case the Event is cancelled, the Provider is obliged to offer Client parti-

cipation in replacement period. In case it is not possible to organize Event in replacement period, the Provider undertakes to return the price paid to the Client.

4. In case there is no possibility to provide to Client the Event in replacement period during upcoming 12 months, the Provider undertakes to return the price paid to the Client.

5. In the case that the Client or the Participants cannot attend the Event, the Client undertakes to notify the Provider of it without undue delay.

6. Cancellation fees:

a) The Client cancels the participation in the period longer than 30 calendar days before taking place the Event – 0%

b) The Client cancels the participation in the period longer than 21 calendar days before taking place the Event – 50%

c) The Client cancels the participation in the period shorter than 21 calendar days before taking place the Event – 100%

5. If the Participant cannot participate in the Event for various reasons, he/she can send a substitute for himself/herself at no additional cost. The Participant will inform the Provider of the substitute in writing and will send the data of the substitute in the extent of the order form to the organizer within 5 calendar days before holding the Event at the latest.

8) Liability for Damage

1. The Provider is not responsible for the damage caused to the things brought in by the Participants.

2. The Client is responsible for the damage caused by the Participants of the Event to the Provider.

9) Complaint

1. In the case that the Event does not take place in accordance with the contractual conditions, the Client is entitled to complain about the defects.

2. The complaint is lodged in writing with the Provider within 5 working days after the day of taking place the Event at the latest. Otherwise, the Provider's responsibility for the defects expires. It is necessary to describe the reason and character of the defects in the written complaint.

3. If the Provider admits the Client's complaint, the Provider provides the remedy at the Provider's own costs. The Provider is entitled to provide the remedy also by giving discount or by refunding the price for the participation in the Event. The selection of the kind of performance during complaint is at the discretion of the Provider.

10) Personal Data Protection (GDPR)

1. By signing the order in accordance with these GCTC, the Client expresses his/her consent with the fact that the Provider will process and collect the Client's personal data in accordance with section 5 subsection II and the subsequent ones of the Act No. 101/2000 Coll., on personal data protection, as amended.

2. The Provider is entitled to collect and process the received personal data for the purpose of offering trade or services provided or mediated by the Provider. The Provider is further entitled to collect and process the data of e-mail addresses also for the needs of the dissemination of business information in accordance with the Act No. 480/2004 Coll., on some information company services, as amended.

3. The Client is entitled to take back the Client's consent to processing personal data pursuant to this Article of GCTC in writing any time. Provider is obliged to comply, unless otherwise provided by law.

4. In the case that the Client gives personal data of the Participants in the Event to the Provider, the Client declares expressly that the Client has a prior consent of the persons to providing their personal data.

5. The Client declares expressly that the Client agrees with taking video and video-audio records from the Events carried out. The Provider is further entitled to use and publish the records mainly on the Provider's website, in business materials and as a part of a copyright work created by the Provider while, for those purposes, the Provider is entitled to use the records by all means of use within the intention of the Act No. 121/2000 Coll., on copyright, on the rights relating to copyright and on the amendment of some acts, as amended, free of charge in relation to the persons captured on the record if not required otherwise by the person captured on the record until the end of the Event.

6. In the case that another person as the Client is the Participant in the Event on the basis of the Client's order, the Client declares expressly that the Client acquired previous consent within the intention of paragraph 5 of this Article from the persons presented by the Client. In the case that the declaration proves to be false, the Client is responsible for any damage caused to the Provider.

11) Final Provisions

1. The rights and obligations of the contracting parties not regulated by these GCTC are governed by the relevant provision of the Commercial Code, as amended.

2. These GCTC are governed by the legal order of the Czech Republic.

