1. **DEFINITIONS**

1.1. Insofar as the following terms and definitions are used under the Agreement they shall have the following meaning, unless expressly stated otherwise. Where a singular form is used it shall also be used in plural if applicable and vice versa.

1.1.1. **Agreement** – the entire agreement incorporating the Participant’s Order, the STC, all annexes, appendices to this Agreement and any amendments thereto.

1.1.2. **Agreement Price** – the Agreement Price consists of the cost of participation at the Event and the cost of services rendered by the Organiser to the Participant under the Agreement.

1.1.3. **Event** – a conference, exhibition, lecture seminar or another event organised by the Organiser or other body, the interests of which are represented by the Organiser. The Event is specified in the Participant’s Order and further information about the Event can be found on the Website.

1.1.4. **Event Holding Period** – the specific date(s) on which the Event will take place specified in the Participant’s Order.

1.1.5. **Give Away** - promotional activities, donation of any goods to Event visitors by physical throwing goods to places where the visitors are located or any other form of distribution.

1.1.6. **Organiser** – Smile Expo s.r.o. as defined in the Participant’s Order.

1.1.7. **Participant** – a person specified in the Participant’s Order who participates in an Event organised by the Organiser by e.g. holding a class, presenting its products and services, conducting a presentation or a lecture, etc.

1.1.8. **Participant’s Order** – a cover page, forming a part of the Agreement to which the STC apply. The Participant’s Order includes particulars of the Parties, subject of the Agreement, specification of the Event, the Agreement Price amount, payment details, details of the Venue, the Event Holding Period and any other details as the parties may see fit. Should any part of the Participant’s Order differ from the STC, the Participant’s Order takes precedence.

1.1.9. **Party** – the Organiser and the Participant.

1.1.10. **Relevant Jurisdiction** – the jurisdiction of the country in which the Event takes place.

1.1.11. **STC** – these Standard Terms and Conditions, which form an inseparable part of the Agreement between the Parties.

1.1.12. **Venue** – the place where the Event will take place as specified in the Participant’s Order.

1.1.13. **Website** – online website curated by the Organiser specified in the Participant’s Order.

2. **ACCESS TO THE EVENT**

2.1. Access of the Participant’s representatives to the Event during the Event Holding Period is granted by Participant’s passes.

2.2. Access of visitors to the Event is granted by admission tickets, provided by the Organiser (which includes tickets provided by the Organiser for a fee set by the Organiser, and also provided by the Organiser in the course of marketing activities held by the Organiser).

3. **PAYMENT**

3.1. Payments within the terms of the Agreement shall be carried out by transferring funds to the account of the Organiser or as a cash payment made to an authorised representative of the Organiser. The payment day is the day of cash being credited to the Organiser’s account or receipt of cash by an authorised representative of the Organiser.

3.2. Bank services on funds transfer (including: bank fees for money transfer, conversion of currency for payment, etc.) shall be paid by the Participant.
3.3. Delay in payment (partial payment) by the Participant shall result in penalty payment for the Participant in the amount of 0.1% (words: zero point one percent) from the amount of delayed payment for each day of delay.

3.4. In the event of non-payment (partial payment) of the Agreement Price or any other sums under the Agreement, the Participant is obliged to rectify the situation and perform such outstanding payments within 7 (seven) calendar days before the Event Holding Period. The Organiser reserves the right to prohibit access of the Participant to the Event should such payments not be made, unless the outstanding sum is paid by cash at the Venue.

3.5. Should the Participant fail to carry out the payment procedure stipulated by the Agreement, including a delay in payment (partial payment) for more than 20 (twenty) calendar days after expiration of the payment due date, or in case of no payment (partial payment) performed on the day preceding the day of the beginning of the Event installation, the Organiser shall have the right to terminate the Agreement unilaterally and with immediate effect. In this case failure to accomplish payment procedure, described in this clause, by the Participant, shall be regarded as refusal to fulfil obligations under the Agreement resulting in the incurrence of liability for unilateral termination at the initiative of Participant and the Organiser will be entitled to make claims under clauses 7.1. – 7.3. of the STC.

3.6. According to the Agreement, the interest for the debt amount for the period of using funds of any liability, stipulated by the laws of the Czech Republic, shall not be charged and paid by the adverse Party.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Organiser is obliged to:

4.1.1. provide the Participant with any space or equipment as specified in the Participant’s Order;

4.1.2. ensure free access of the Participant’s representatives to the Event, provided that other provisions of the Agreement have been complied with; and

4.1.3. appoint an authorised representative to address organisational issues, receive notifications, sign acts etc., under the Agreement and shall inform the Participant of such within a month after the execution of the Agreement or at least 1 (one) month prior to the Event, whichever is earlier.

4.2. The Organiser has the right to:

4.2.1. change the Event location unilaterally and at its own and sole discretion (subject to complying with other conditions agreed by the Parties in the Agreement, except the right stipulated in clause 4.2.2.), i.e. to re-locate the Event to another Venue than specified in the Participant’s Order. In the case provided for in this clause, the Organiser shall be obliged to notify the Participant of such change of the Venue within 7 (seven) calendar days prior to the start of the Event;

4.2.2. reschedule the date of the Event unilaterally and at its own and sole discretion, i.e. to change the Event Holding Period to different dates than specified in the Participant’s Order, provided that the following conditions are met collectively:
- change (shift) of the dates stipulated in the Participant’s Order does not exceed 14 (fourteen) calendar days (both “forwards” and “back”);
- conservation of the Event duration set in the Participant’s Order (number of days including installation, opening times for visitors and dismantling);
- conservation of the days of the week, which correspond to particular days of the Event set in the Participant’s Order, on which any Event period is set (day of week for installation, opening times for
visitors and dismantling); 
- conservation of the time interval (hours) during a day set in the Participant’s Order; and 
- compliance with all other terms stipulated by the Agreement and relating to the Event Holding Period, taking into account the Event Holding Period being changed in accordance with this clause. In the case provided for by this clause, the Organiser shall be obliged to notify the Participant of such change of the Event Holding Period within 14 (fourteen) calendar days prior to the start of the Event;

4.2.3. send an additional invoice to the Participant, if the Participant’s representative stated in the passes list according to clause 4.3.6. of the STC hands over his pass (badge) to another person, whose full name doesn’t match with the full name printed on the Participant representative’s handed over pass (badge). The Organiser will send the additional invoice to the Participant’s address stated in the handed over pass (badge) or accept a cash at the Venue as a payment for a ticket of a category corresponding with the right to enter the Event zones with a pass (badge), which has been handed over to a person not listed in the list of passes;

4.2.4. send newsletters including informational and advertising materials to the Participant’s (the Participant’s authorised representative’s) contact data. Making a payment (part of a payment) under the Agreement confirms the Participant’s (and the Participant’s authorised representative’s) consent to receive informational and advertising materials relating to products/works/services offered by the Organiser and/or Organiser’s counterparties, as well as the information specifying the materials previously sent by the Organiser. The Participant confirms the Participant’s (and the Participant’s authorised representative’s) consent to receive newsletters, electronic newsletters and other mailings (personalised or bulk) performed by the Organiser at his own discretion for distribution of information on industry news and/or advertising of products/works/services offered by the Organiser and/or Organiser’s counterparties. This right is limited by the option of the Participant to express its refusal to obtain such mailings (so called opt-out) in accordance with the act. No. 480/2004 Coll., on some services of information companies, act No. 40/1995 Coll., on the regulation of advertisements and other applicable laws of the Czech Republic and/or the Relevant Jurisdiction;

4.2.5. remove advertising information provided by the Participant from public view in case of receiving a third party’s request which clearly shows that the information provided by the Participant (including visual and graphic images) violates duly registered intellectual property rights of a third party, until this issue is settled between the Participant and such a third party;

4.2.6. turn the Website on and off, perform preventive maintenance on the server and other equipment used in the operation of the Website at a convenient time, informing the Participant in advance of such actions on the Website; and

4.2.7. take photographs, record audio and video of the whole Event and its participants at the Venue. The Organiser (its counterparties and authorised persons) can use the abovementioned photos, audio and video materials (including those displaying representatives of the Participant) at its own discretion including, but not limited to publishing them in printed media or on websites, without receiving additional consent from the Participant (that is present on photos/video during the Event at the Venue) and without paying any compensations/charges to the Participant or its representatives, with or without an indication of the Participant’s name. Execution of the Agreement by the Participant shall be understood as its consent to such placement. The right under this clause can be performed by the Organiser without limitations in relation to locality, time or purpose.

4.3. The Participant is obliged to:
4.3.1. timely make all payments under the Agreement and on terms established by the Agreement;

4.3.2. appoint an authorised representative to address organisational issues, receive notifications, sign acts etc., under the Agreement and shall inform the Organiser of such within a month after the execution of the Agreement, but not later than one month before the Event Holding Period;

4.3.3. not issue statements that contradict those of the Organiser;

4.3.4. take all reasonable measures to ensure safety within the Venue as well as the safety of persons and property located there;

4.3.5. reimburse the Organiser for damages caused to the property of the Organiser or the Venue at the Organiser’s request within 3 (three) working days from the moment of occurrence of damages, insofar such damages are caused by the Participant (his workers, representatives, people acting on behalf of the Participant) whether intentionally or due to negligence;

4.3.6. provide the Organiser with a list of persons for passes within the terms stipulated by the Agreement;

4.3.7. undertake a commitment to ensure fulfilment of requirements of local normative acts by all his employees (representatives; persons acting on behalf and upon charge of the Participant) and employees of his contractors and of the Venue’s regulations, which the Participant shall become familiar with on his own accord on the official website of the Venue as stated on the Participant’s Order;

4.3.8. comply with the requirements of laws and other regulatory acts of the Czech Republic and/or the Relevant Jurisdiction, related to advertising;

4.3.9. comply with the requirements of laws and other regulatory acts of the Czech Republic and/or the Relevant Jurisdiction, related to fire-prevention actions;

4.3.10. bear legal responsibility for the absence of necessary permissions, licenses, violation of regulations for implementation of specific kind of activity;

4.3.11. comply with the legislation of the Czech Republic and/or the Relevant Jurisdiction in the field of intellectual property and exclusive rights and their protection. At the request of the Organiser, the Participant shall independently (without taking actions that create adverse consequences for the Organiser, for example: Participant shall not refer to any consent of the Organiser with the placement of controversial or illegal images in promotional materials) handle any claims by third parties relating to violations of rights in any third party intellectual property and exclusive rights, including copyrights, software rights, trademarks and service marks, rights to inventions, utility models, know-how and so on related to the materials provided by the Participant, except to the extent that such third party claims result from any amendment or alteration of any such materials provided by the Participant or that such third party claims result from any negligence, unlawful, or wrongful act of the Organiser or any other person acting in concert with the Organiser;

4.3.12. comply with the requirements of the legislation of the Czech Republic and/or the Relevant Jurisdiction on the use of cash registers in making cash payments and/or payments with the use of payment cards, i.e. in cases prescribed by law use cash register machine in the case of refundable disposal of goods/works/services to Event visitors by the Participant;

4.3.13. comply with the requirements of the legislation the Czech Republic and/or the Relevant Jurisdiction on protection of consumer rights and with sanitary and epidemiological regulations in case of disposal of goods/works/services by the Participant;
4.3.14. not exceed maximum noise levels permissible by law of the Relevant Jurisdiction or the rules of the Venue, by any actions that depend on the Participant;

4.3.15. ensure the presence of representatives of the Participant at the Venue and hold the presentation of the Participant’s products/services in accordance with the schedule of the Event;

4.3.16. on his own account fulfil the existing requirements stipulated by the acting legislation of the Czech Republic and/or the Relevant Jurisdiction regarding copyright or any other intellectual property right if the Participant organises musical production at the Event on its own behalf, by providing a sound recording, live performance of play, singing, dance or using any technical devices;

4.3.17. not use the Organiser’s services, whatever they might be expressed in (including, but not limited to: stand space, promotion within the Venue, information for advertising messages, information for news reports on the website and social networks of the Organiser and any other services), for the purposes of dissemination/promotion of information about its (the Participant’s) event (including, but not limited to: party, after party, conference, exhibition, seminar, contest, etc.), that is to take place within a period of a month "before" and a month "after" the Event, specified in the Participant’s Order, without the prior written consent of the Organiser, which shall not be unreasonably withheld;

4.3.18. adhere to age requirements established for the Event and not to engage individuals below the age limits established for the Event as its representatives; and

4.3.19. inform the Organiser’s duly authorised representative that the Participant is planning to conduct a Give Away no later than at 10:00 on the day of holding such a Give Away. The notification shall include time of the holding the Give Away and characteristics of the goods. The Participant is obliged to hold the Give Away activities in a safe manner.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Participant guarantees to the Organiser that the Participant will be independently responsible for any third party claims and disputes, related to materials such as images, verbal, visual, audio and any other items of intellectual property placed by the Organiser on any media (advertising, frieze inscription, catalogue, website etc.) that were provided by the Participant specifically for such placement, except to the extent that such third party claims result from any amendment or alteration of any such materials provided by the Participant or that such third party claims result from any negligence, unlawful, or wrongful act of the Organiser or any other person acting in concert with the Organiser.

5.2. The Participant guarantees to the Organiser that all materials, presented by the Participants and/or provided by the Participant to the Organiser in the course of the Event, offered to visitors are not counterfeit and do not violate rights of third parties protected by law.

5.3. The Participant guarantees to the Organiser that the Participant shall not present or provide any goods, works, and services, and shall not perform any acts that are contrary to laws of the Czech Republic and/or the Relevant Jurisdiction.

5.4. The Participant guarantees to the Organiser that the all of the Participant’s actions (including the actions of the Participant’s representatives) will not be contrary to laws of the Czech Republic and/or the Relevant Jurisdiction.

6. RESPONSIBILITIES OF THE PARTIES AND LIMITATION OF LIABILITY
6.1. The Participant is responsible for any personal injury, and/or any damage to property of third parties, including the Organiser, the Venue, other participants and visitors of the Event, as a result of its use of the leased areas.

6.2. The Organiser shall not be responsible for any loss or damage of equipment or other material assets that belong to the Participant as well as for any injury caused to persons who work for the Participant or to their property, provided it did not occur through a direct fault of the Organiser, in which case the maximum aggregate liability shall be limited by the amount of the Agreement Price.

6.3. The Participant bears full responsibility for the compliance of the Participant’s goods, works, and services used during the Event Holding Period with the requirements of the legislation of the Czech Republic and/or the Relevant Jurisdiction, except to the extent that such goods, works, and services were not amended or altered by the Organiser or that such non-compliance results from any negligence, unlawful, or wrongful act of the Organiser or any other person acting in concert with the Organiser.

6.4. The Participant (persons who exercise managerial and executive functions towards the legal entity of the Participant) bears full responsibility for the compliance of its goods, works, and services during the Event Holding Period with the requirements of the legislation of the Czech Republic and/or the Relevant Jurisdiction.

6.5. In case the Participant organises musical pieces on the Event on its own account, by providing a piece, sound record, live performance of play, singing, dance or using any technical devices, it shall pay all royalties stipulated in the acting legislation of the Czech Republic and/or the Relevant Jurisdiction.

6.6. In other cases not stipulated by the STC, the Parties shall bear responsibility for non-fulfilment or improper fulfilment of terms and conditions of the Agreement according to the legislation of the Czech Republic.

7. PENALTIES AND REMEDIES

7.1. Refusal of the Participant from its participation in the Event, expressed or implied less than 2 (two) months before the Event Holding Period, incurs a penalty of 70% (seventy percent) of the Agreement Price to be paid by the Participant to the Organiser, except for cases stipulated by clause 7.2. of the STC.

7.2. Refusal of the Participant from its participation in the Event, expressed or implied less than 20 (twenty) calendar days before the Event Holding Period, incurs a penalty of 100% (hundred percent) of the Agreement Price to be paid by the Participant to the Organiser.

7.3. If the Participant refuses its participation in the Event during the Event Holding Period, any payments received by the Organiser from the Participant under the Agreement are non-refundable and are not included in the amount of any penalty payable by the Participant according to clauses 7.1.-7.2. of the STC.

7.4. In case of a legally proven violation of clause 4.3.8-4.3.13 and/or clause 5. of the STC by the Participant, the Participant shall pay the Organiser a fine at the rate of EUR 8,000 (eight thousand Euros), or equivalent in the currency of the Agreement Price, within 10 (ten) calendar days from the moment a decision of a public or judicial authority that confirms such violation, comes into legal force, in addition to sanctions established by the public or judicial authority (be they of administrative, criminal or civil nature).

7.5. In case of failure to fulfil its obligations under clauses 4.3.8., 4.3.9., 4.3.10., 4.3.12. and 4.3.13. the Participant shall bear the responsibility for such a violation independently (without involving the Organiser).

7.6. In case of violation of clause 4.3.14. of the STC on the part of the Participant, the Participant shall pay the
Organiser a fine at the rate of EUR 1,600 (one thousand six hundred Euros), or equivalent in the currency of the Agreement Price, for every day of the Event’s visitor opening hours when such violation was detected. The Organiser also has the right to switch off electric power.

7.7. In case of violation of clause 4.3.15. of the STC on the part of the Participant, the Participant shall pay the Organiser a fine at the rate of EUR 800 (eight hundred Euros), or equivalent in the currency of the Agreement Price, for every day of the Event’s visitor opening hours when such violation was detected.

7.8. Payment of a penalty (fine, interest on delay) and compensation of losses shall not excuse or exempt the Parties from the proper performance of their obligations. A request for payment of penalties (fines, interest on delay) is a right and not an obligation of the Party whose rights have been violated.

7.9. Payment of a penalty (fine, interest on delay) and compensation of losses under the Agreement, shall not in any way diminish the liability of the Parties to pay or comply with any sanctions imposed upon either Party by public or judicial authorities.

7.10. If the Participant violates his obligations stipulated by the Agreement by his actions during the Event opening times for visitors, the Organiser shall notify the Participant of this violation, and the Participant shall correct the violation within a reasonable period of time, proceeding to correct such violation immediately after getting an oral warning from a representative of the Organiser. Otherwise, the Organiser reserves the right to suppress breaches in any way the Organiser considers appropriate and reasonable, even if this action of suppression will restrict or block access to the Participant’s stand; in this case costs paid by the Participant under the Agreement shall not be refunded either in full or partially.

7.11. In case any claims for payment of penalties or compensation of harm caused by the Participant as a result of holding the Give Away activities are implied directly to the Organiser, the Participant shall pay for it in accordance with an invoice issued by the Organiser within 3 (three) working days from the date of such a claim being received by the Organiser.

8. **INDEMNITIES**

8.1. The Participant shall hold the Organiser harmless and indemnify the Organiser at the Participant’s expense (including, but not limited to, reasonable attorney’s fees and any related costs and expenses of litigation) for any and all legal cause of actions brought against the Organiser by third parties (including affiliates of the Participants), to the extent that such cause of action is based upon a claim in connection to the Participant’s performance, non-performance, improper performance or material breach under or in connection with the Agreement, except to the extent that such causes of action result from any negligence, unlawful, or wrongful act of the Organiser or any other person acting in concert with the Organiser.

8.2. For the avoidance of any doubt, an appropriate law firm representing the Organiser shall be chosen by the Organiser.

9. **FORCE MAJEURE**

9.1. The Parties shall not be responsible for the complete or partial failure to fulfil their obligations under the Agreement if such failure is caused by force majeure, i.e. extraordinary and unavoidable conditions under the given circumstances.

9.2. The circumstances of force majeure, in particular, include: natural disasters, acts of war, national crisis, strikes in the industry or region, the actions and decisions of public authorities, failures arising from telecommunications and energy networks, the effect of malware, as well as the unscrupulous actions of third parties expressed in actions aimed at unauthorised access and/or disabling the software and/or hardware system of either Party.
9.3. The Party affected by force majeure circumstances and confronted with the inability to fulfil its obligations under the Agreement shall notify the other Party in writing about such circumstances not later than 7 (seven) calendar days from the date of their occurrence. A Party which fails to notify the other Party of the occurrence of force majeure shall not be entitled to refer to their existence.

9.4. Neither Party has the right to claim any possible damages occurring as a result of force majeure from the other Party, except for the payment for obligations fulfilled under the Agreement.

10. ENTRY INTO FORCE, CHANGES AND TERMINATION OF THE AGREEMENT

10.1. Legal relationship of the Parties under the Agreement becomes binding from the moment of signing of the Agreement and is valid until the fulfilment of their obligations under the Agreement. An Agreement signed by means of exchange of e-documents has legal force, if exchange of documents was performed using email addresses specified in the Participant’s Order.

10.2. Completion of works under the Agreement is finalised upon the expiry of the Event Holding Period. If the Participant does not make any objection within 3 (three) working days, the Agreement shall be regarded as validly performed.

10.3. Any annexes and amendments to the Agreement are effective only if executed in writing and duly signed by the authorised representatives of the Parties.

10.4. The Parties shall inform each other in writing about changes in their registered seats (legal addresses), bank details, organizational and legal form and/or company name within 7 (seven) days of such change taking place. The Party which fails to inform the other Party about such changes shall bear all risks of harmful consequences resulting from such a failure (including, but not limited to, the inability of the defaulting Party to recover any payments made to the defaulting Party’s bank details, if such bank details provided by the Party were incorrect).

10.5. If the Event is cancelled (will not be held) for reasons that the Organiser is responsible for (that is not through the fault of the Participant and not due to force majeure), the Organiser shall refund the Participant all sums received from the Participant under the Agreement, in an amount equal to the sum transferred to the Organiser by the Participant. Such refunds are to be made within 15 (fifteen) working days from the date of the Event cancellation.

10.6. In case of cancellation of the Event, the Organiser terminates the Agreement at its discretion by giving appropriate notice to the Participant. In this case, the Organiser shall make all payments in the favour of the Participant under the Agreement and laws in force.

10.7. The Agreement supersedes any previous agreements between the parties in relation to the Event, expressed in any form, and the Parties release each other from all obligations under any such previous agreements with immediate effect.

11. FINAL TERMS

11.1. All notifications and other messages provided for by the Agreement shall be done in writing and sent to email with subsequent sending of registered letters with a return receipt or via express mail delivery to postal addresses specified in the Participant’s Order.

11.2. The Agreement is governed by the laws of the Czech Republic. In accordance with section 1746 paragraph 2 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic ("Civil Code"), it is a type of contract not
expressly provided for by the specific sections of the Civil Code. General rules on agreements in the Civil Code are to be operated upon by the Parties, only unless otherwise provided by the Agreement. In all cases expressly provided in the Agreement norms of the Agreement are to be applied.

11.3. The Agreement is drawn up with full understanding of its provisions and terminology by the Parties in two identical copies, which have equal legal force, one for each of the Parties hereto.

11.4. The Parties will seek to settle all disputes and disagreements which may arise as a result of signing or interpretation of the Agreement by direct negotiations. If the Parties fail to solve controversial questions by negotiations all disputes shall be handled by the corresponding court at the location (seat) of the Organiser. Compliance with pre-trial claim procedure is mandatory, claims shall be sent in paper form to the postal address of the Party specified in the Participant’s Order. Complaint response time determined by the Parties is – 6 (six) calendar days from receipt. In case of not providing proper receipt of a claim addressed to a Party, the Party having sent the claim shall be deemed to have fulfilled pre-trial claim procedure upon expiry of 35 (thirty-five) calendar days from the date of sending the claim (to which no response was received) to the postal address specified in the Agreement.

11.5. The Participant shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge the Agreement in whole or in part or any of its rights, liabilities or obligations under the Agreement without the prior written consent of the Organiser.

11.6. If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect. The Parties will seek to replace any invalid, illegal or unenforceable provisions with valid, legal or enforceable provisions the meaning of which is as close to the original provisions as possible.