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 Sponsor’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 sponsorship and any other relevant fees.

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 Sponsor’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 Sponsor’s Order.

1.1.5. Organiser – Smile Expo s.r.o. as defined in the Sponsor’s Order.

1.1.6. Sponsor – a person specified in the Sponsor’s Order who provides sponsorship for an Event organised by the Organiser and is presented as a sponsor by the Organiser. The specific form of sponsorship and presentation is specified in the Sponsor’s Order.

1.1.7. Sponsor’s Order – a cover page, forming a part of the Agreement to which the STC apply. The Sponsor’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 Sponsor’s Order differ from the STC, the Sponsor’s Order takes precedence.

1.1.8. Party – the Organiser and the Sponsor

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

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

1.1.11. Venue – the place where the Event will take place as specified in the Sponsor’s Order.

1.1.12. Website – online website curated by the Organiser specified in the Sponsor’s Order.

2. **ACCESS TO THE EVENT**

2.1. Access of the Sponsor’s representatives to the Event during the Event Holding Period is granted by Sponsor’s passes. The number of Sponsor’s passes that the Parties have agreed upon is specified in the Sponsor’s Order.

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. If the Organiser renders additional services, the cost of which is not included in the Agreement Price by the date of execution of the Agreement, the Agreement Price shall be increased by the cost of provided additional services.

3.2. As of the date of the Agreement, the Parties considered the items and services agreed upon in the Sponsor’s Order to be covered in the Agreement Price.

3.3. 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.

3.4. Bank services on funds transfer (including: bank fees for money transfer, conversion of currency for payment, etc.) shall be paid by the Sponsor.

3.5. Delay in payment (partial payment) by the Sponsor shall result in penalty payment for the Sponsor in the amount of 0.3% (words: zero point three percent) from the amount of delayed payment for each day of delay.

3.6. Should the Sponsor fail to carry out the payment procedure stipulated by the Agreement within a period agreed between the Parties, the Organiser shall not be obliged to perform under the Agreement until the payment obligations of the Sponsor are fulfilled.

3.7. 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 Sponsor with all the items the Parties have agreed upon in the Sponsor’s Order;

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

4.1.3. provide the Sponsor with oral and written explanations to requests related to the sponsorship within 5 (five) business days of receiving such a request.

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. of the STC), i.e. to re-locate the Event to another Venue than specified in the Sponsor’s Order. In the case provided for in this clause, the Organiser shall be obliged to notify the Sponsor 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 Sponsor’s Order, provided that the following conditions are met collectively:
- change (shift) of the dates stipulated in the Sponsor’s Order does not exceed 14 (fourteen) calendar days (both “forwards” and “back”);
- conservation of the Event duration set in the Sponsor’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 Sponsor’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 Sponsor’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 Sponsor of such change of the Event Holding Period within 14 (fourteen) calendar days prior to the start of the Event;

4.2.3. send newsletters including informational and advertising materials to the Sponsor’s (the Sponsor’s authorised representative’s) contact data. Making a payment (part of a payment) under the Agreement confirms the Sponsor’s (and the Sponsor’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 Sponsor confirms the Sponsor’s (and the Sponsor’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 Sponsor 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;

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

4.2.5. 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 Sponsor in advance of such actions on the Website; and

4.2.6. 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 Sponsor) at its own discretion including, but not limited to publishing them in printed media or on websites, without receiving additional consent from the Sponsor (that is present on photos/video during the Event at the Venue) and without paying any compensations/charges to the Sponsor or its representatives, with or without an indication of the Sponsor’s name. Execution of the Agreement by the Sponsor 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 Sponsor 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. provide the Organiser with information, advertising materials and materials required for placement no later than 10 (ten) business days before the Event Holding Period or within 5 (five) business days following the execution of this Agreement in case of sponsorship services being rendered during a period of time preceding the Event Holding Period;

4.3.4. provide the Organiser with any relevantly and reasonably requested documents confirming the rights of the Sponsor to intellectual property used in the course of the sponsorship;

4.3.5. provide the Organiser with requested information, documentation, clarifications on promotional
materials within 5 (five) business days of receiving such a request relating to advertising materials of the Sponsor used in the course of the sponsorship;

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

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

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

4.3.10. 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 Sponsor shall independently (without taking actions that create adverse consequences for the Organiser, for example: Sponsor 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-hows and so on related to the materials provided by the Sponsor, except to the extent that such third party claims result from any amendment or alteration of any such materials provided by the Sponsor 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;

4.3.11. 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 Sponsor’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, without the prior written consent of the Organiser, which shall not be unreasonably withheld;

4.3.12. exercise its rights and obligations under the Agreement conscientiously without interfering in the issues of the Event or the Organiser’s financial and economic activities; and

4.3.13. place the logo of the Event and a description of the Event on its website in a news section and in correspondence sent to the customers of the Sponsor.

4.4. The Sponsor shall have the right to:

4.4.1. give the Organiser instructions directly relating to the performance of the Agreement without any interference in the ongoing operations of the Organiser;

4.4.2. request oral and written explanations from the Organiser relating to the sponsorship;

4.4.3. use its given sponsorship status as per the Sponsor’s Order in its promotional and informational materials and to be referred to as the Event Sponsor under the Agreement for the term of the Agreement; and

4.4.4. spread information about its sponsorship of the Event in media.

4.5. The Sponsor shall not be entitled to oblige the Organiser to distribute the following information:
- information on the political activity of the Sponsor or any employees, statutory bodies or affiliates of the Sponsor;
- information on the superiority of the quality of goods manufactured and sold by the Sponsor (or work performed, services rendered etc.) over the quality of similar goods (or work performed, services rendered etc.) of third parties;
- information that due to its nature is against the legislation of the Czech Republic and/or the Relevant Jurisdiction regarding business activity and is recognised as monopolistic activity;
- information that violates the legislation of the Czech Republic and/or the Relevant Jurisdiction, including advertising legislation;
- information that is not accompanied by the relevant age limit sign where provided for by law; and
- information that violates the intellectual property rights of third parties.

4.6. The Sponsor shall not be entitled to oblige the Organiser to distribute information about the Sponsor after the end of the Event Holding Period, unless otherwise specified in the Sponsor’s Order.

5. REPRESENTATIONS AND WARRANTIES

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

5.3. The Sponsor guarantees that the Organiser does not incur and will not incur any costs in the future relating to the payment of remuneration to authors/copyright holders of products of intellectual activities included in the materials (including advertising) provided for placement to the Organiser by the Sponsor.

5.4. If any materials provided by the Sponsor contain data to be protected in accordance with legislation of the Czech Republic and/or the Relevant Jurisdiction on protection of personal data, the Sponsor guarantees the Organiser that it has the consent of such persons to use their personal data in this manner.

6. RESPONSIBILITIES OF THE PARTIES AND LIMITATION OF LIABILITY

6.1. The Sponsor bears full administrative, civil (material), criminal responsibility in case of detection of violations of any exclusive and intellectual rights (incl. copyrights) of any third parties in materials (visual, sound, advertising etc.) used by the Sponsor at the Event as advertising or other placement, except to the extent that such violations result from any amendment or alteration of any such materials provided by the Sponsor or that such violations result from any negligence, unlawful, or wrongful act of the Organiser or any other person acting in concert with the Organiser.

6.2. The Sponsor bears full responsibility for the compliance of the Sponsor’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.
6.3. 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. If the Sponsor refuses its sponsorship of the Event during the Event Holding Period, any payments received by the Organiser from the Sponsor under the Agreement are non-refundable and are not included in the amount of any penalty payable by the Sponsor.

7.2. In case of a legally proven violation of clause 4.3.8, 4.3.10 and/or clause 5. of the STC by the Sponsor, the Sponsor 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, 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).

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

7.4. 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.

7.5. 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.

8. INDEMNITIES

8.1. The Sponsor shall hold the Organiser harmless and indemnify the Organiser at the Sponsor’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 Sponsors), to the extent that such cause of action is based upon a claim in connection to the Sponsor’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 Sponsor’s Order.

10.2. Completion of services under the Agreement is finalised upon the expiry of the Event Holding Period. If the Sponsor 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 Sponsor and not due to force majeure), the Organiser shall refund the Sponsor all sums received from the Sponsor under the Agreement, in an amount equal to the sum transferred to the Organiser by the Sponsor. Such refunds are to be made within 15 (fifteen) working days from the date of the Event cancellation.

10.6. Should the Sponsor fail to carry out the payment procedure stipulated by the Agreement, including a delay in payment (partial payment) for more than 5 (five) 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 Holding Period, the Organiser shall have the right to terminate the Agreement unilaterally and with immediate effect.

10.7. The Agreement may be terminated by the Organiser for any reason subject to a 30 (thirty) day notice period.

10.8. The Sponsor may refuse the services of the Organiser at any time by sending an appropriate notice; however, the Sponsor shall not be released from its obligation to pay the Agreement Price under the Agreement.

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

10.10. 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 Sponsor’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 for 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 Sponsor’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 Sponsor 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.