

PROVISION OF SERVICE AGREEMENT

concluded as of the day, month, and year herein, within the meaning of Section 1746(2) of Act No. 89/2012 (Coll.), Civil Code (hereinafter the "Civil Code"), between

1. Profil Media, s.r.o.

IČO (company ID number): 25726501

Registered office: Újezd 414/13, 150 00 Prague 5

Registered in the Commercial Register maintained by the Municipal Court in Prague, Reference number C 64682

Represented by Jiří Macek, statutory executive, / Jana Zielinski, statutory executive Account number (in CZK) 0285073309/0800, Česká spořitelna, a.s. Prague 1, Dlouhá 743/9 (hereinafter the "Organiser")

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2. Name according to the Commercial Register and other data

IČO (company ID number): see application form Company registration number

Billing address: see application form Billing address

Represented by: see application form Processor's name, Processor's surname (hereinafter the "Exhibitor")

(The Organiser and the Exhibitor are hereinafter collectively referred to as the "Parties")

Article I.

Subject of the Agreement

1. The Organiser is primarily engaged in the organisation of events such as the Designblok Event, Prague International Design Festival, which is a multi-day showcase of international design ("Event").
2. The Exhibitor is interested in concluding this Agreement with the Organiser on the terms and conditions agreed below and in accordance with the General Terms and Conditions of the Designblok Event available at www.designblok.cz ("GTC") and has therefore submitted an Application for the Event in accordance with the GTC. The Exhibitor has read the Agreement and the GTC before submitting the Application.
3. The subject matter of this Agreement is the Organiser's obligation to provide the Exhibitor with the Exhibition Space and Benefits as defined in Appendix 1 of the GTC and the Exhibitor's obligation to pay the Organiser the Fee for the services provided in the amount and on the terms and conditions set out in this Agreement and the GTC.
4. Terms used in this Agreement are defined in the GTC.

Article II.

Conclusion and Duration of the Agreement

1. This Agreement shall enter into force and effect at the time of its conclusion and shall remain in force until the obligations of the parties hereunder have been fulfilled.
2. In accordance with the GTC, this Agreement shall be concluded at the moment when the Organiser accepts the duly completed Application Form submitted by the Exhibitor via the prescribed Application Form and sends the Exhibitor a notification that he has been selected to participate in the Event.

Article III.

Fee, Withdrawal, Termination and Cancellation of the Event

1. The Exhibitor is obliged to pay the Organiser the Fee for participation in the Event. The Fee includes the rental fee for the Exhibition Space and the Benefits as defined in Appendix 1 of the GTC. The Exhibitor shall pay the Fee on the basis of a Notice for Payment issued by the Organiser as instructed and by the due date specified therein. The due date is set at 14 days from the date of issue of the Notice at the Organiser's discretion. A tax receipt will be issued and sent within two weeks of payment being credited to the Organiser's account. The date of the taxable transaction shall be the date of crediting of the payment to the Organiser's account.
2. The Organiser may withdraw from the Agreement if the Exhibitor fails to pay the Fee on time, i.e. by the due date as specified in the Notice. Furthermore, in the event of delay in payment of the Fee, the Exhibitor shall be obliged to pay to the Organiser contractual interest on late payment in the amount of 0.05% of the amount due for each day of delay.
3. The Exhibitor may terminate this Agreement and cancel its participation in the Event by giving notice without giving any reason, by electronic means, i.e. by e-mail sent to the address from which it received the message of acceptance of the Application. In the event that the cancellation is notified to the Organiser:

- in the period from the receipt of the Application Form until 15 July 2025, he shall be obliged to pay the Organiser an amount equal to 50% of the set Fee, or the Organiser shall be entitled to retain this amount if it has already been paid,
 - after 15 July 2025, is obliged to pay to the Organiser an amount equal to 100% of the set Fee, or the Organiser is entitled to retain this amount if it has already been paid.
4. **The Exhibitor expressly acknowledges that as soon as the contract is concluded by accepting the Application, he is always obliged to pay at least 50% of the set Fee, even if he cancels his participation.**
 5. The Organiser may terminate this Agreement in the event that the Exhibitor seriously breaches the terms of this Agreement or seriously violates the principles of common decency or endangers the health or safety of the Organiser's employees, collaborators or clients. In such case, the Exhibitor shall not be entitled to a refund or remission of the Fee.
 6. The Organiser shall be entitled to cancel the Event without any claim for an alternative date or compensation in case of force majeure.

Article IV. Course of the Event

1. The date of the Event and the course of the Event are determined by the Event Schedule, which forms Annex 2 to the GTC.
2. Upon handover of the Exhibition Space, the Organiser and the Exhibitor shall sign a handover protocol. The Exhibitor, who is a natural person, must be present in person at the handover of the Exhibition Space. For the Exhibitor who is a legal person, a person authorised to represent the Exhibitor at the handover must be present.
3. The Exhibitor can start the installation of the Exposition only after the Exhibition Area is handed over by way of a Handover Protocol. If the Exhibitor starts to install the Exposition in the Exhibition Area before the official handover, it is deemed that the Exhibition Area was handed over free of any defects or deficiencies and the Exhibitor undertakes to sign the protocol subsequently, without the possibility to lodge any claims or complaints in relation to the Exhibition Area.
4. The Exhibitor can start to deinstall the Exposition only after the closing of the Exhibition. An early deinstallation of the Exposition is not permitted. If the Exhibitor starts to deinstall before the end of Event or after the agreed timeframe for Liquidation, the Organiser shall be entitled to claim a contractual penalty of CZK 50,000. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.
5. After the deinstallation of the Exposition, the Exhibition Area must be returned to its original state and handed over by way of a protocol, i.e., by way of signing a Handover Protocol by the Organiser. The Exhibitor must be present in person at the handover. An Exhibitor, who is a natural person, must be personally present at the handover of the Exhibition Area. In the case of an Exhibitor that is a legal person, its duly authorised representative must be present at the handover. If the Exhibitor fails to hand over the Exhibition Area and sign the Handover Protocol for whatever reason, it is deemed that it agrees, without objection, to cover any necessary costs needed to remove any defects found during the Exhibition Area takeover incurred by the Organiser.

Article V. Rights and Obligations Related to the Event

1. The Exhibitor, meaning solely the Exhibitor for whom the Exhibition Area is intended, can use the Exhibition Area only during the Event and in compliance with the aim of this contractual relationship and in compliance with the safety instructions stipulated in Section C of the GTC.
2. The Exhibitor is not entitled to transfer the right to use the Exhibition Area to a third party or to use the Exhibition Areas together with a third party, or to present other persons in this space, unless that information had been notified in the application and therefore approved by the Organiser. The Organiser has the right to remove an Exposition that violates this provision and is entitled to claim a contractual penalty of CZK 50,000 for each individual violation of this provision. The Organiser's right to payment of the contractual penalty does not exclude claims arising from damages.
3. The Exhibitor is entitled to organize its own events in the Exhibition Space, provided that the Organizer gives its consent in advance. If the Organiser gives its consent, it will supply the Exhibitor with a list of partners of the Event, both official, exclusive and other suppliers. The Exhibitor undertakes to comply with the conditions set by the Organiser during the organisation of the Event, in particular to respect the official partners with exclusivity and not to promote the products of competing manufacturers or suppliers. The Exhibitor is obliged to submit the selection of subcontractors to the Organiser for approval.
4. The Exhibitor shall arrange and pay for the insurance of the Exposition. The insurance policy must provide coverage in cases of force majeure, in particular damage caused by natural forces.
5. The Organiser reserves the right to use photography or other visual or sound recordings capturing the Exhibitor, its authorial works, directly or indirectly its Exhibition Area, and other items protected by intellectual property

rights, especially for the purposes of promoting other events of the Organiser or the Exhibitor itself. By entering into this Agreement, the Exhibitor agrees with the above without any right to compensation.

6. The Exhibitor has the right to lodge a claim about any defects or deficiencies of the Exhibition Area or services provided by the Organiser during the Event. The moment at which a claim is lodged is considered to be the moment when the Organiser was notified of the defect by the Exhibitor. The notification may also be made electronically via the contacts specified in the GTC. The Exhibitor is obliged to report the defect without undue delay, once it was able to discover it in a timely inspection and with sufficient care. Such deficiency has to be notified without delay upon its discovery, otherwise the right to lodge a claim related to the liability for defects is lost.

Article VII. Liability for Damage

1. In the event of damage caused by force majeure (in particular, but not exclusively, as a result of natural and technogenic disasters) or if, on the basis of the instructions of the Organiser or the competent state authorities, instructions are issued to avert the threatened damage or to vacate the premises and if, as a result, damage to the Exhibitor's property occurs, i.e. damage, destruction or theft of such property, the Organiser shall not be liable for the damage caused. The Organiser shall not be liable to the Exhibitor for any damage not caused solely by the Exhibitor, in particular for damage caused even partially by the Exhibitor's disobedience of the Organiser's instructions or other misconduct.
2. The Exhibitor is liable for any damage it causes, for example, because of non-compliance of the Exposition with generally binding safety rules.
3. The Exhibitor is responsible for all movable items that the Organiser provides to it for use and is obliged to return them undamaged after the Event.
4. The Exhibitor is liable for all damage caused to the Organiser in relation to the use, installation, or deinstallation of the Expositions in the Exhibition Area. The Exhibitor is obliged to return the Exhibition Area or any other movable item entrusted to it by the Organiser to their original state at its own expense. The Exhibitor is obliged to pay to the Organiser all damages, including cash expenses.
5. The Exhibitor is also fully responsible for all its suppliers or persons that it mandated to perform works in the Exhibition Area, as well as for all damage caused by such persons.

Article IX. Other and Final Provisions

1. No expression made by the Parties while negotiating this Agreement or after its conclusion may be interpreted to the contrary of the express provisions of this Agreement. No such expression shall give rise to an obligation of any of the Parties.
2. The preferred method of communication between the parties is email.
3. The Parties agree that the obligation to pay a contractual penalty arising from this Agreement does not exclude the right to claim compensation for damage the value of which exceeds the amount of the contractual penalty.
4. If any provision of this Agreement becomes invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable. The Agreement shall be construed as a whole, with the objective to maintain the original aim of the Parties. The invalid provisions will be replaced by valid provisions, the content and objective of which are as similar as possible to the original. If any provision of this Agreement becomes void (legally non-existent), the effect on other provisions shall be evaluated pursuant to Section 576 of the Civil Code.
5. Legal relationships arising from this Agreement and relationships between the Parties that are not provided for in this Agreement are subject to the legal order of the Czech Republic, more specifically to the Civil Code. Any disputes between the Parties will be settled amicably. In the case of court proceedings, the dispute will be heard by the court in the Czech Republic that is competent *ratione loci* and *ratione materiae* to hear the case.
6. The following appendices form an integral part of this Agreement:

Appendix No. 1 – [General Terms and Conditions](#)

Appendix No. 2 – [Information on Processing of Personal Data](#)