

GENERAL BUSINESS TERMS

FOR THE PROVISION OF SERVICES TO CZECH EXPORTERS

Article 1

Applicability

1. The General Business Terms (hereinafter referred to as the “Terms”) of the Czech Trade Supporting Agency/CzechTrade, Company registration no.: 00001171, with its registered office at Dittrichova 1968/21, 128 01 Prague 2 (hereinafter referred to as “CT”) regulate the Parties’ mutual rights and obligations during the provision of services (hereinafter referred to as the “Service”) to the Czech entrepreneurial entities (hereinafter referred to as the “Client”) during their penetration into foreign markets and growth of competitiveness.
2. These Terms are applied as exclusive terms to each contract which originates in the manner described in Articles 3 and 4 of the Terms (hereinafter referred to as the “Contract”) based on which CT will provide the Service to the Client under these Terms, unless provided otherwise by CT’s offer or the Terms.
3. Except for the Terms and terms contained in CT’s offer, no other provisions which are in conflict with these Terms or any other contractual terms are a part of the Contract.
4. These Terms apply exclusively to the services provided under CT’s Catalogue of Services, or by the Client Centre specialists.

Article 2

Terms and Definitions

- CT Registered Office - address of the CT’s headquarters stated in Article 1 of the Terms;
- Client Export Centre – integrated contact point of the Ministry of Industry and Trade and the Ministry of Foreign Affairs of the Czech Republic providing services to the Czech entrepreneurs who intend to expand to foreign markets (Client Centre headquarters at the place of CT’s Registered Office);
- Governmental employees operating in the area of economic diplomacy (employees in service relationship pursuant to Act No. 234/2014 Coll., on State Duty, as amended, such as employees of the Ministry of Foreign Affairs of the Czech Republic operating in the area of economic diplomacy);
 - Client – Czech entrepreneurial entity (entrepreneur, i.e. person registered in the Commercial Register or conducting business based on a trade license or any other license under special regulations) who is offered the service by CT and who requests it. The Client also means an entity concluding a binding order/application for some of the offered Services through the procedure provided by these Terms. Solely for the purposes of participation in CT’s training events, the Client shall also be deemed a natural person who is not yet an entrepreneurial entity in the sense of Czech law but who complies with the following conditions: he/she is older than 18 years, is directly connected to the entrepreneurial entity (such as in the form of labour or any other similar relationship) and/ or complies with the general conditions for operating trade;
- Export – export of the Clients’ products or services from the Czech Republic abroad;
- Catalogue of Services – current valid list of free/paid Services offered by CT. Information about the content of individual services provided by CT is available at
- Service – kind of services offered to the Client by CT based on the Catalogue of Services. In particular, the following services are provided:

1. FREE SERVICES

- a) *Initial export consultation;*
- b) *Preparation for business meeting;*
- c) *Business opportunities identification – service of an informational nature provided through an output on the BusinessInfo.cz portal and in the Newsletter - CzechTrade on a daily basis (It mainly contains information about foreign demands, projects and tenders, investment opportunities, foreign companies’ offers);*
- d) *Training events – based on current offer.*

2. PAID SERVICES

- a) *Detailed targeted market research;*
- b) *Fair research;*
- c) *Credit check of foreign business partners;*
- d) *Retrieval of business contacts (with/without verification);*

- e) **Organisation of business meetings;**
- f) **Speaking with a potential business partner and verification of his/her interest in the product/service;**
- g) **Long-term export assistance;**
- h) **Foreign presentation and contact mission;**
- i) **Territory analyses;**
- j) **Analyses of trends and business opportunities;**
- k) **Consultation days with foreign representatives** – territory-oriented consultations of companies' representatives with a foreign mission employee organised in the regions of the whole Czech Republic;
- l) **Export Club**

Membership in the export club provides the Clients with guaranteed access to a portal associating a set of information for Czech exporters; for information about the scope of services provided as part of the membership in the Export Club, see <http://www.czechtrade.cz/sluzby-2014/exportni-klub/adresar-exporteru/>;

m) **Training events**

Professional activities organised by CT aimed at extending the Client's pro-export knowledge (seminars, courses etc.)

a) Based on the standard offer the current version of which is available at <http://www.czechtrade.cz/sluzby-2014/exportni-vzdelavani/odborne-teritorialni-seminare/>

b) "Tailor-made" for the Client, i.e. training events prepared based on the Client's individual requirements and needs, for more information, see <http://www.czechtrade.cz/sluzby-2014/exportni-vzdelavani/skoleni-na-zakazku/>

m) **Product line extension beyond the registration in the "Czech Exporters Database – so-called Exporters Directory" (THE "PRODUCT LINE EXTENSION")** based on membership in the Export Club; it cannot be agreed separately, only in connection with the Export Club service; for more information about the service content, see <http://www.czechtrade.cz/sluzby-2014/exportni-klub/>

3. PARTICIPATION AT A CT FOREIGN EVENT

Mediation of the Client's participation in foreign events (such as exhibitions, fairs etc.), for more information, see <http://www.czechtrade.cz/kalendar-akci/vystavy-veletrhy-prezentace/>

4. CHARACTER OF SERVICES

The Services defined in Article 2 of these Terms provided to the Clients during their expansion to foreign markets may be provided only subject to the condition that the subject of export is products, services or rights to immaterial assets in the sense of the special act, whose added value was, at least in a major part, created/provided in the territory of the Czech Republic.

Article 3

Pre-contractual Arrangements. Contract Conclusion. Written Form

1. Unless expressly stated otherwise in these Terms, any Client conducting export, or rather intending to bring his/her products and services to foreign markets may obtain the Services, subject to compliance with the following conditions:

- He has a trading license in the respective branch in the territory of the Czech Republic;
- He has not entered into liquidation;
- He has no overdue debts to state.

The Client shall document the above-mentioned facts upon CT's request.

2. The Catalogue of the offered Services for the respective period is published on CT's webpage (<http://www.czechtrade.cz/>), where you can get basic information about the type, contents, scope and prices of the provided services. Based on the Client's individual specific demand, CT may issue an individual specific offer of the Services (hereinafter referred to as the "Special Offer"), in particular for the "Training Events" Service. CT reserves the right to make changes in this Catalogue of Services in respect to change in conditions and for the sake of continued development of services, such as in the case of circumstances beyond its control (such as Force Majeure).

3. The Catalogue of Services and Special Offers issued by CT represent CT's binding offer, unless their contents provide otherwise. Conditions stated in the Special Offer shall prevail over these Terms.

4. Contractual relationship between CT and the Client regulating the provision of any of the Services shall be established upon provable, punctual acceptance of the offer by the Client, or a punctual acceptance of the Client's order by CT. Acceptance of the offer with an addendum or deviation which does not alter any material conditions of the offer shall be deemed acceptance of the offer, unless CT rejects such acceptance without undue delay.

5. CT becomes obliged to fulfil their contractual duty in the case of a paid Service upon payment of a *pro forma* invoice by the Client pursuant to Art. 5, par. 5 of the Terms, unless expressly agreed otherwise. In the case of provision of a free service to the Client, such supply, or service shall be provided to the Client within the period stated in the offer and accepted by the Client.

6. Making out of a contract or any other addendum or amendment of a contract shall not be effective unless made in writing. These provisions shall also apply to any arrangement on the waiver of the written form. Ancillary verbal arrangements shall be deemed ineffective.

7. The parties undertake to render all acts which might have a material impact on performance under the Contract in writing. Said act shall be effective only provided that it is provably submitted to the other party.

8. No communication of any kind may be imposed on CT by any further or stricter obligation or liability than as stipulated under these Terms, unless this fact is expressly confirmed by persons authorised to act on behalf of CT or by persons expressly authorised for such acting.

9. In the event of circumstances which partly or fully prevent the performance of the obligations implied by the Terms or the Contract, the party subject to this kind of Force Majeure event shall notify the other party thereof and they shall take the relevant steps to remedy the situation in cooperation with each other.

Article 4

Provision of Services

1. CT shall inform the Client about the term of supply of the Service in the offer; however, the performance deadline determined in the Client-accepted offer shall be binding for the parties, unless the parties later agree on a different performance deadline. CT shall provide the Services to the Client through its employees, or third parties, i.e. self-employed persons, or in cooperation with employees of the Ministry of Foreign Affairs of the Czech Republic (governmental employees operating in the area of economic diplomacy) (hereinafter referred to as the "cooperating persons"). CT reserves the right to decide which employees and/ or persons it will use for the purposes of the provision of Services and reserves the right to replace any employee and/or cooperating person any time.

2. Implementation of the Services which are managed by CT based on the Catalogue of Services represents an individual contractual relationship established between CT and the Client and implemented based on the rules regulated by the Terms.

3. In respect to the Services, the following applies: the Client shall lodge a demand or directly an order to provide the required kind of service in writing to any of CT's sector specialists (<http://www.czechtrade.cz/kontakty/oborovi-specialiste/>) personally, or via registered letter sent to CT's Registered Office through a postal courier and/or personally to specialists in the Client Export Centre. Upon mutual agreement with CT, or the Client Export Centre specialists, the demand or the order may be lodged also electronically, except in cases specified in par. 7 of this Article.

4. In respect to Training Events, the following applies: the events can be ordered via an on-line application available at the CT webpage (<http://www.czechtrade.cz/kalendar-akci/seminare-vzdelavaci-kurzy/>). If interested in the production of an individual "tailor-made" training event, the Client may send a binding demand to the following address: Czech Trade Supporting Agency/CzechTrade, Export Training Department, Dittrichova 21, 128 01 Praha 2, or via e-mail at: prihlasky@czechtrade.cz or seminare@czechtrade.cz.

5. In respect to the "Export Club" Service, it applies that it may be ordered through a binding application available at CT's webpage which shall be sent to CT via postal courier or electronically to the address stated therein (<http://www.czechtrade.cz/sluzby-2014/exportni-klub/>).

6. The paid service "Product Line Extension" is available only for the Clients who have the agreed paid service "Export Club". The paid service "Product Line Extension" may be ordered through CT's webpage – Client Interface

(<http://klient.czechtrade.cz>). It is possible to order the service after entering log-in data generated for the Client to be able to actively use the “Export Club” service. The entered product records are valid for 12 months from the date of publication, though at the most for the period of validity of membership in the Export Club ancillary product. The detailed procedure of ordering this service and the manner of operation of client data in CT’s Client Interface are determined in the description and conditions of implementation of each Paid Service on CT’s webpage.

7. The service “Participation in a CT Foreign Event” may be ordered via CT’s webpage, by filling-in and lodging a binding application for the particular “Participation in a CT Foreign Event” at the address of CT’s Registered Office stated in the application. In this case, a signed original copy of the binding application must be delivered to CT in writing.

8. CT reserves all copyrights and any other intellectual property rights to the implemented Service.

Article 5

Price and Payment Terms

1. The price for the provision of a paid Service which is to be paid by the Client is determined in the valid price list of paid Services published on CT’s webpage, or it will be determined in the Special Offer, or Client’s order. The price for the Training Events, except for “tailor-made” events for the Client, is specified for each individual prepared event (<http://www.czechtrade.cz/kalendar-akci/>).

2. Unless stated otherwise, the price for an individual paid Service is stipulated in the current price list as a final fixed amount for the provision of the respective service and/or as a fixed rate for each hour of the service provision commenced. The price for the “Export Club” is determined as a lump sum amount for the provision of services related to the Export Club membership. The price for “one-time Training Events” is determined as a fixed amount for holding each individual event in which the Client participates, except for the “Training Events Tailor-made for the Client”. This price shall be determined by the parties’ agreement and shall be stated in the Special Offer. The price for the Paid Service “Participation in CT Foreign Event” shall be determined as a one-off fee for mediation of the Client’s participation in the event selected by the Client – and it shall be determined with each binding application for a CT foreign event – the price represents a contribution to cover the costs incurred by CT in connection with participation in the foreign event.

3. Prices for individual paid Services are determined in CZK excluding VAT, unless expressly stated otherwise. The prices will be charged, including VAT, at the rate applicable on the invoice issue date. A *pro forma* invoice issued by CT is due in fourteen (14) days from its date of issue to the Client, unless expressly agreed otherwise by CT and the Client. CT reserves the right to claim payment of the fee for the provision of paid services based on a *pro forma* invoice issued by CT to the Client in the amount of 100% of the fee. Payment of the *pro forma* invoice is a precondition for the establishment of CT’s obligation to implement the agreed paid Service, except in the case specified in Art. 3, par. 5 of the Terms.

4. The payment of the fee or the price for the agreed paid Service shall be made by the Client in advance, based on an issued *pro forma* invoice, unless expressly agreed otherwise by CT and the Client and except in the case specified in Art. 3, par. 5 of the Terms. The payment of the fee is also a precondition for the establishment of CT’s obligation to fulfil their contractual duty to the Client.

5. For the avoidance of doubt, the fee under these Terms is deemed paid up upon crediting CT’s account with the respective amount, or upon payment in cash.

6. After crediting CT’s account with the relevant amount, the Client shall receive a tax document on the received payment. CT shall issue a final tax document/invoice to the Client within 15 days from:

- use of any paid Service, except for the paid service "Export Club" where the tax document shall be issued immediately upon payment of the membership to the export club;
- holding of the agreed seminar in the case of the "Training Event" Service;
- sending of the final report to the Client produced after the end of the agreed event, in the case of the Paid Service "Participation in CT Foreign Event“.

Article 6

Client’s Rights and Obligations

1. The Client may claim performance of the Service purchased/ordered by him/her subject to proper satisfaction of the

relevant terms determined in Articles 3, 4 and 5 of these Terms.

2. The Client may use any provided Service or a part thereof for his internal needs only. It is expressly forbidden that the Client provides the Service or a part thereof (irrespective of whether for a charge or for free) to any third party without CT's express prior written consent. This obligation shall survive the termination of the contractual relationship between CT and the Client.

3. The Client shall pay the fee or the price for the agreed paid Service in accordance with the provisions of Art. 5 of the Terms.

4. The Client shall provide CT with the maximum possible collaboration, if required, for proper performance of the agreed Services. If the Client fails to provide CT with the collaboration in spite of a written request to provide such collaboration, CT shall not be liable for damages incurred as a result of this breach of obligation, or defects which are manifested in the subject of the provided service as a result of the breach of this obligation.

5. In the case of any reservations against the performance of the agreed Service or constituent part thereof, the Client may request investigation comparing conformity of the content of the agreed Service under these Terms with the delivered performance, by lodging a written request sent to the CT Registered Office within 10 days from the completion of the implementation of the agreed Service at the latest. CT shall decide about such lodging within 30 days from its delivery to the CT Registered Office at the latest, unless it requests from the Client other additional documents necessary to assess the objection raised.

6. If the granting of special power of attorney is required for performance of the subject-matter of the Contract, the Client undertakes to provide such power of attorney to CT within 5 business days from receipt of a written request by CzechTrade concerning the required power of attorney, together with a draft thereof. In this case, CT shall properly notify the Client whether signatures on the power of attorney should be officially certified or not.

Article 7

CT's Rights and Obligations

1. CT is entitled to receive payment of the fee or the price from the Client, in the sense of Art. 5, par. 3 of the Terms.

2. CT may request collaboration from the Client if required for proper performance of the agreed Service or a part thereof.

3. When providing the agreed Service or a constituent part thereof, CT shall protect the Client's interests known to CT and shall inform the Client of any circumstances which might have an impact on change of the Client's instructions.

4. At its sole discretion, CT may suspend or reject implementation of the agreed Service or a constituent part thereof, such as in the case when performance of the particular service is prevented by special circumstances (such as Force Majeure), or the performance of the agreed service would be associated with considerably high costs which might not have been anticipated by CT at the time of entering into the Contract.

5. CT is entitled to change the Terms. It shall inform the Client thereof in writing. The Client may reject such changed Terms and terminate the concluded contractual relationship for this reason with a two-months' termination notice delivered to CT's Registered Office. The notice period shall commence on the first day of the month following the month when the notice was delivered to CT.

Article 8

Liability for Damages

1. Each of the parties shall be liable for damages caused under the applicable laws and these Terms. Both parties undertake to apply maximum effort to prevent damages and to mitigate damages already incurred.

2. None of the parties shall be liable for damages incurred as a result of materially incorrect or otherwise erroneous specification it received from the other party, or as a result of circumstances excluding liability in the sense of the provisions of Section 2913/2 of Act No. 89/2012 Coll., the Civil Code, as amended.

3. None of the parties shall be liable for default caused by default in performance of the other party's obligations.

Article 9

Defects

CT 's liability for proper performance of the subject of the contract shall be regulated by valid generally binding regulations of the Czech Law.

Article 10

Penalties

1. CT may claim a penalty from the Client in the amount of CZK 50,000.00 excluding VAT in the case that the Client breaches any of the contractual obligations imposed by Art. 6, par. 2 and any of the obligations imposed by Art. 11 of the Terms.
2. CT may impose a penalty also repeatedly. CT's claim for damages incurred shall not be affected by payment of the penalty.
3. In the case of provable damage to CT's reputation by the Client, CT may claim payment of penalty in the amount of CZK 50,000.00 excluding VAT from the Client for each individual case of damage. CT's claim for damages incurred shall not be affected by payment of the penalty.
4. In the event of the Client's default in payment for the agreed paid Service, CT may claim default interest from the Client at the statutory rate. By application of the claim for default interest, CT's claim for damages beyond the scope of the paid default interest shall not be affected.

Article 11

Confidentiality. Data Protection

1. CT may process data provided by the Client, treating all information as confidential.
2. If data provided by the Client are subject to special protection in the sense of Act No. 101/2000 Coll., the Client shall provide for performance of all reporting duties required by said act and obtain the prescribed approvals of personal data subjects handed over by the Client for processing. The Client may not be freed from this obligation.
3. CT and the Client acknowledge that as part of the provision of the agreed Service, CT and the Client or their employees may gain access to the other party's confidential information. Both parties undertake to treat the confidential information in the manner usual for keeping such information secret. This obligation shall survive the termination of the contractual relationship between CT and the Client.
4. For the purposes of these Terms, confidential information shall mean mainly information which the parties learned in connection with performance of the Contract and provision of services.
5. The following shall not be considered as a breach of the arrangements on data protection/confidentiality under this Article:
 - a) provision/processing of data provided to CT by the Client for the proper performance of the agreed Service under Art. 4, par. 1 of these Terms (such as to the Client Export Centre, governmental employees operating in the area of economic diplomacy, etc.);
 - b) disclosure of data protected under this Article to governmental employees in economic diplomacy (employees of the Ministry of Industry and Trade of the Czech Republic/governmental employees of the Ministry of Foreign Affairs of the Czech Republic) for the purpose of provision of performance of tasks related to support of Czech entrepreneurs' export abroad;
 - c) disclosure of data in the cases when required by law and/or when such data are required by a public authority, responsible state authority or court authority under the law;
 - d) disclosure of data which were in the public domain or were published otherwise than through a breach of obligation by CT/CT Client and/or disclosure of which was made subject to a written approval of the party concerned.

Article 12 Cancellation

1. If in the case of a paid Service, an order/participation in the event based on the Client's binding application is cancelled after the term of crediting CT's account with the Client's payment for the agreed service and CT returns said payment to the Client, CT may charge a cancellation fee to the Client in the amount corresponding to the costs incurred, though at least CZK 1,500.00 excluding VAT.
2. In the case of the "Training Events", the participation fee shall be returned to the Client only based on written order cancellation by the Client, latest within three (3) business day before holding the respective event.
3. In the case of cancellation of participation in a foreign trade fair related to the agreed Paid Service "Participation at a Foreign Trade Fair" by the Client before CT's account is credited with the payment for the agreed Paid Service, the Client may be charged full compensation of costs incurred by CT in respect of the provision of such service.

Article 13 Final Provisions

1. These Terms are an integral part of the contractual relationships concluded between CT and the Client.
2. Legal relations established based on these Terms and the obligations expressly not regulated by these Terms or the Contract shall be governed by the applicable laws of the Czech Republic, mainly Act No. 89/2012 Coll., the Civil Code, as amended.
3. If any of the arrangements of the Terms or the Contract become invalid or ineffective, the parties declare that the remaining provisions of the Contract shall be in force and effect, unless contrary to the purpose of the Contract, or unless such provisions may not be severed.
4. Any disputes arising based on or related to the provision of the agreed Service to the Client which cannot be resolved amicably shall be finally resolved by the competent general courts of jurisdiction.
5. The Terms replace the business terms of 1st February 2016.
6. The provisions of these Terms shall be applied by analogy to the contractual relations established between CT and the Client and effective as of 1st February 2016.
7. These Terms has eneterd into effect as of 5th May 2017 and shall be effective for an unlimited period of time or until they are withdrawn/replaced by new General Business Terms and Conditions.