

**I. INTRODUCTORY PROVISIONS**

These General Terms and Conditions are issued by the company MBK Consulting, s.r.o., with its registered office in Brno, Veveří 102, IČ: 26 26 04 33, (hereinafter referred to as "TERMS") and form an integral part of contractual agreements in the form of Orders based on sent Offers and Specifications (including email ), Agreement on training and consulting activities and Agreement on system maintenance, concluded between the company MBK Consulting, s.r.o., with registered office Brno, Veveří 102, ID: 26 26 04 33, (hereinafter referred to as "MBK") and its customers, hereinafter referred to as the AGREEMENT . SMOUVA is also the client's order for the offered services.

1. The TERMS specify the areas of contractual cooperation according to the "Agreement on Training and Consulting Activities" and "Agreement on System Maintenance" and "Client Orders" based on Offers from MBK. Both MBK and the customer undertake to respect and comply with the TERMS.
2. MBK is a trading company engaged in business, financial, organizational and economic consulting, organization of professional courses and training and other educational events, including lecturing activities.
3. Orders for open training dates and courses offered on the website [www.mbk.cz](http://www.mbk.cz) are governed by the separate valid GTC Open training.

**II. SUBJECT OF CONTRACT**

1. The subject of the contract is the provision of services aimed at the support and development of companies and improvement, training and education of workers and other services.
2. The subject of the contract, i.e. the scope and form of the contractual relationship, is always specified in the specific contract and order and Specification, where the price is stated.

**III. OBLIGATIONS OF MBK**

1. When fulfilling the subject of this contract, MBK proceeds according to the specific content and scope of services agreed (even by email) with the customer.
2. MBK keeps records (electronically and in writing) of activities performed for the customer. MBK can present these documents to the customer, who is obliged to sign them, or to state their comments on the performed services, immediately after their presentation. Otherwise, it is considered that he agrees with these documents and has no objection to the services performed.
3. MBK trainers and advisors (hereafter referred to as advisors) are obliged to act impartially, independently and professionally in the performance of this contract in accordance with MBK's internal guidelines and procedures and undertake to refrain from any action that could affect their impartiality, independence and professionalism.
4. MBK undertakes to maintain the strict confidentiality of all facts of a legal, commercial or technical nature that it learns during the performance of the contract about the customer and undertakes to keep these facts confidential from unauthorized use by a third party. MBK acknowledges that the documents and materials received from the customer in the course of cooperation may constitute trade secrets within the meaning of Section 504 of Act No. 89/2012 Coll. Civil Code, as amended.
5. MBK undertakes not to use any information or facts it learns about the customer during the performance of the contract to the customer's detriment for its own benefit or that of another person.
6. MBK's obligations set forth in this article continue even after the termination of the contractual relationship.

**IV. OBLIGATIONS OF THE CUSTOMER**

1. The customer acknowledges that the performance of MBK according to a specific contract is not possible without the close cooperation and cooperation of the customer, and therefore the customer undertakes to provide this close cooperation and cooperation to MBK throughout the duration of the contractual relationship. In particular, the customer then undertakes:
  - determine a contact person and ensure their active cooperation with MBK;
  - ensure the active cooperation of his employees and other persons who are part of his company and as such are subject to cooperation according to the subject of the contract
  - properly and timely fulfill MBK's recommendations, given to fulfill the subject of the contract;
  - allow MBK access to buildings and premises used for the operation of the plant and necessary for the performance of activities according to the contract;
  - immediately inform MBK of all facts that may affect the performance of this contract;
  - to ensure at its own expense suitable premises for the fulfillment of the subject of the contract in the case of activities carried out outside MBK's premises;

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- to provide, at its own expense, the necessary technical and material security for the fulfillment of the subject of the contract;
  - to provide MBK with all necessary legal, economic and technical documents and information regarding the customer's operation for the purpose of proper advice, if these are the subject of advice resulting from the contract
2. The customer undertakes to notify MBK immediately of all facts that could give rise to assumptions about a violation of the impartiality, independence and professionalism of individual trainers and consultants of MBK who work to fulfill the subject of the contract.
  3. In the event of cancellation of a mutually agreed date during the implementation of the system by the customer less than 4 calendar days before its implementation, this scope of work will be included in the invoicing of the given activity in the project, with the provision that the end of the project will be automatically extended by an adequate number of canceled activities. In the event that the planned visits do not take place due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of the will of MBK or the customer, they will be resolved by an alternative date, without entitlement to financial compensation. As an extraordinary, unforeseeable and insurmountable obstacle according to § 2913 paragraph 2 of the Civil Code, the parties will consider, among other things, a natural disaster, impassability of roads and breakdowns on the vehicle, and, according to the agreement, sudden illness or government regulation.
  4. The customer grants MBK consent, which can be revoked by written (e-mail) notice even without giving reasons, for MBK to publish information in its advertising materials, in any form and in any form (web pages, flyers, catalogs, etc.) that for the customer provided services according to the concluded contract.
  5. The customer acknowledges that all documents and materials received from MBK for the purpose of fulfilling the subject of the contract constitute know-how owned by MBK, and as such are trade secrets within the meaning of Section 504 of the Civil Code. The customer undertakes to keep all these documents and materials confidential and to protect them against unauthorized use by a third party. The customer is not entitled to further provide or otherwise communicate any materials or information received from MBK to third parties for a fee or free of charge. Any protection according to copyright law is not affected by this. These are mainly training materials (presentations, case studies, worksheets, etc.), sent by email from info@mbk.cz . Other documents from the consultant become the property of the customer because he paid for them.
  6. The customer hereby acknowledges that MBK's fulfillment of the contract concluded with the customer is carried out through MBK's advisors, who are not authorized to enter into separate labor-legal or business relationships with MBK's customers. The customer hereby undertakes not to enter into any contractual relationship, whether commercial-legal, labor-legal or otherwise, with any of the MBK consultants who participated directly or indirectly in the performance of this contract for a period of two years from the termination of this contract. In the event of a breach of this obligation, the customer undertakes to pay MBK a contractual fine of CZK 50,000 within 15 days of MBK's written request for payment. This arrangement does not affect any liability for damages.

## V. PRICE AND PAYMENT TERMS

1. The stated prices do not include value added tax, which the customer undertakes to pay in the amount according to applicable legal regulations. The day on which the taxable transaction is made is considered to be the day the invoice is issued, unless otherwise specified in the invoice.
2. The customer undertakes to pay the price against the issued and electronically delivered invoices. MBK is entitled to invoice after each activity performed, and always the price of work and services performed for the period that has elapsed since the conclusion of the contract, or previous billing. An activity is understood as each individual action (dealing) according to the actual scope of execution and according to the Annex to the Specification of the subject of the contract, i.e. each consultation, training, audit, participation of an MBK consultant in a control audit, etc., unless otherwise stipulated in the contract. The supplier is entitled to invoice the customer for activities under this contract also at intervals of 10 calendar days, in a proportional amount considering the total price of the project and its duration.
3. The due date of the invoices is stated in the contract and is calculated from the date of delivery of the invoice. In case of doubt, it is considered that the invoice was delivered to the customer in accordance with § 573 of the Civil Code. According to the agreement of the contracting parties, all correspondence is delivered via e-mail, to the e-mail addresses specified by the contracting parties, unless otherwise agreed by the contracting parties.
4. The customer's delay in paying invoices by more than 7 days excludes MBK's delay in fulfilling the subject of the contract. MBK has the right to interrupt the work until the amount owed is paid and at the same time MBK has the right to withdraw from the contract. At the same time, MBK has the right to notify the customer of a delay in the payment of invoices, while this notification (challenge, reminders) will be charged and will proceed as follows:
  - 1. REMINDER by e-mail after 14 days late
  - 2. REMINDER by e-mail or registered mail after 21 days of delay, charged CZK 500After 30 days from the due date of the invoice, it will be forwarded to MBK's legal representative.

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If the 2nd reminder is sent by registered mail to the customer's address, then in case of doubt, it is considered that the reminder was delivered according to § 573 of the Civil Code.

5. The customer undertakes to pay MBK the agreed advance for the performance price, if it is agreed, within 1 week from the conclusion of the specific contract against the forwarded advance invoice, before the actual start of MBK's activities. The paid deposit will be deducted from the final invoice. If the customer does not pay the agreed deposit within the stated period, MBK is not obliged to start the work and at the same time has the right to withdraw from the contract.
6. The customer may withdraw from this contract, however, only until the start of performance according to this contract, i.e. until the start of the first consultation or delivery of the first materials, etc., for a cancellation fee of 10% of the total value of the contract. If the customer unilaterally withdraws from the contract during the course of the project, the deposit, if stipulated in the contract, is non-refundable in that case.
7. All payments are made by non-cash transfer to the bank accounts listed on the invoices issued by MBK.
8. In addition to the agreed performance price, the customer undertakes to pay MBK also the travel costs incurred during the performance of the subject of the contract only if this is agreed in the contract. MBK will invoice the customer for travel costs. Paragraphs 1 – 7 also apply to the payment of travel expenses.
9. If any invoice issued by MBK is not paid by the customer within its due date, MBK is entitled to demand from the customer the payment of a contractual penalty in the amount of 0.05% per day of the amount due for each day of delay. MBK's claim for damages is not affected by this.

## VI. COMMON AND FINAL PROVISIONS

1. The contract is drawn up in two copies with the validity of the original, one of which is received by each contracting party, or is mutually agreed upon by email.
2. The contract can only be amended and supplemented in writing. According to the agreement of the contracting parties, an exchange via e-mail will be considered to be in writing for this purpose, to the e-mail addresses specified by the contracting parties, unless otherwise stipulated by the contract.
3. The parties expressly declare that they are entrepreneurs, they conclude the contract in the course of their business, and therefore the provisions of § 1793 of the Civil Code and § 1796 of the Civil Code do not apply to this contract.
4. Legal issues not expressly regulated by the contract are governed by the legal system of the Czech Republic, especially the Civil Code.
5. If any provision of this contract turns out to be apparent (null), the effect of this defect on other provisions of the contract will be assessed similarly according to § 576 of the Civil Code; the contracting parties agree that, in such case, they will immediately initiate negotiations for the purpose of amending such provision so that it becomes valid, legal and enforceable and at the same time preserves to the maximum extent possible the original intention of the parties regarding the provision governing the issue in question.
6. MBK's rights arising from this contract or from its breach shall expire 15 years from the date on which the right could be exercised for the first time.
7. The contracting parties do not wish that, beyond the scope of the express provisions of this contract, any rights and obligations should be derived from past or future practice established between the contracting parties or customs observed in general or in the sector related to the subject of the performance of this contract, unless it is expressly stated otherwise in the contract. In addition to the above, the contracting parties confirm that they are not aware of any commercial practices or practices established between them.
8. The contracting parties have agreed that the obligation to pay a contractual penalty does not exclude the right to compensation for damages in an amount that exceeds the contractual penalty. In the event that the contractual penalty is reduced by the court, the right to compensation for damages remains in the amount in which the damages exceed the amount determined by the court as reasonable, without any further limitation. If any legal regulation stipulates a fine (penalty) for breach of contractual obligation at any time during the term of this contract, then such a claim shall not in any way affect the right to compensation for damages in an amount that exceeds the penalty stipulated by law.
9. The contracting parties have agreed that the obligation to pay the contractual penalty does not exclude the right to compensation for damages in the amount that exceeds the contractual penalty and the annual performance.
10. The contracting parties exclude the application of the provisions of §557, §1799 and §1800, §1805 paragraph 2 of the Civil Code to this contract.
11. The parties agree that if the performance under this contract is defective and the defect is rectifiable, the party that was performed may not claim a price discount if the party that performed (a) is prepared to remove such defect (b) without undue delay begins develop activities aimed at eliminating the defect; (c) duly carries on such business; and (d) removes the defect or replaces the object of performance with a faultless one in a reasonable time and properly.
12. The contracting parties have agreed, in accordance with § 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, that in the event of a dispute relating to and related to this contract and its performance, the local jurisdiction of the court

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of first degree, so that the locally competent court will be the District Court Prague – West, with its seat at Karmelitská 19, 118 15 Prague 1.

**VII. VALIDITY AND EFFECTIVITY**

The TERMS and CONDITIONS became valid and effective on 27/03/2023

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