

QED GROUP a. s. – General Terms of Business

I. Introductory Provisions

1.1. These general terms of business are issued by the company QED GROUP a.s., identification number (IČ): 247 35 884, with registered office at Praha 1, Štěpánská 1677/20, PSČ 11000, registered in the Commercial Register maintained by the Municipal Court in Prague, file number B 16485 (hereinafter also referred to as “we” or “QED GROUP”).

1.2. We possess the domain qedgroup.cz, and we operate the internet pages www.qedgroup.cz. (hereinafter referred to as the “page” or “pages”).

1.3. These general terms of business (hereinafter also referred to as the “terms of business” or “TOB”) set out the rights and obligations between us as the provider of services and you as their buyer and customer. These TOB comprise an integral part of the contract entered into between us and you in regard to the provision of services (training, seminar, coaching and other services according to our relevant offer), whether the contract is entered into by way of means of remote communication (e-mail, on-line orders, by way of access to the pages, etc.) or in written form. As of the moment of the placing of your order, you are bound by these terms of business and you confirm that you have acquainted yourself with their content, that you accept them without reservations, and that you agree to them.

1.4. If the contracting party is a consumer, the mutual relations are governed by these terms of business and by the provisions of Act No. 89/2012 Coll., the Civil Code, including the provisions regarding the protection of the consumer and Act No. 634/1992 Sb., on the Protection of the Consumer. If the other contracting party is a business, the mutual relations are governed by these terms of business and subsidiarily by Act No. 89/2012 Coll., the Civil Code.

II. Ordering Services

2.1. Choose the required services from our offer, fill in the order form properly, and send the order. Depending on the current offer or the type of service, the order is sent by way of an interface on the page or it is necessary to send it by e-mail / fax to the contact set out by us. Prior to sending the order, check its content and the accuracy of the data provided by you duly. In the event that you provide any incorrect, incomplete, untrue or misleading information, we are not liable for the acceptance of the order or its fulfillment.

2.2. In the interest of the best possible quality provision of our services, we reserve the right to verify the existence and identity of the customer. You must therefore also state, in the order, the name, surname, email address and telephone number of the person authorized to place the order and to act on your behalf in all matters pertaining to such order.

2.3. After the sending of the order, we will confirm its receipt to you by way of an email message, by telephone, in person or in another manner. With such confirmation, the order is not yet accepted on our part and an obligation for its fulfillment does not arise. You will be informed of the acceptance of the order on our part, and thereby also of the conclusion of a contract, by another separate message or confirmation.

2.4. No later than 5 (five) business days prior to the agreed start of our performance, you are obligated to provide us with all of the documents and information that are necessary for the proper provision of the ordered

services. Otherwise, we are not liable for any delay, inability to provide services, or incomplete performance as compared to the content of the order. In the event of a breach of this obligation, we are also entitled to require, besides compensation of the expended costs and incurred damage, a contractual penalty in the amount of the price of the services according to the order.

2.5. In the event that the provision of services to a certain number of persons determined by you (e.g. you order training for X of your employees etc.) is ordered on your part, and such number of persons does not show up for their provision, you are not entitled to a discount or to alternate performance. In the event that a higher number of persons shows up for the provision of our services than the number of persons stated in the confirmed order, we reserve the right to turn away the extra persons, or to not provide the service to them, if we do not receive, prior to the commencement of the provision of services, your expansion of the order so as to include such persons and a confirmation of your obligation to pay the corresponding increased price of the services and the costs associated therewith. This provision also applies similarly in the event of a situation involving not persons, but rather, your request for a broader or altered scope of performance.

2.6. In view of the highly specialist nature of the services provided by us, it is necessary in some cases for us to begin preparing the performance immediately after receiving the order. By sending the order, you agree that the content of the order cannot be changed without our consent. At the same time, you agree that we can commence performance prior to the elapse of the period of 14 days from the receipt of performance, or immediately after the placing of an order by way of means of remote communication. For such reason, it is not possible for you to withdraw from an order or contract after we have commenced performance. For the avoidance of any doubts, it is expressly stated that performance is understood to also include the preparation of a seminar, training, etc.

III. Limitation of Scope

3.1. In the interest of the best possible quality provision of our services, we reserve the right to restrict the scope of persons to whom the services will be provided (primarily the number of participants of seminars and training, etc.), as well as the right to not accept any placed orders. In the event that circumstances independent of our will make it impossible or restrict the possibility to provide our services set out in a confirmed order, we will inform you in a timely manner in order to discuss an alternative solution or in order to cancel or reduce the order.

3.2. In the event of any inappropriate behavior by a participant in training, a seminar, etc. or a person to whom the services are being provided, as a result of which the proper course of the training or provision of services would be jeopardized or restricted or the property, health or dignity of participants or third parties would be jeopardized, QED GROUP, or its relevant staff member, is entitled to order such a person out immediately and without any compensation. The obligation to pay the agreed price of services remains unaffected thereby.

IV. Cancellation Fees

4.1. The cancellation of an ordered service is only possible in writing and under the following conditions:

4.2. We accept cancellation free of charge 15 calendar days prior to the implementation of the activity (e.g. training, coaching, data collection, etc.),

4.3. In the event of the cancellation of participation within the interval of 14 to 4 calendar days prior to the commencement of the implementation, a fee in the amount of 30% of the price of the training is charged,



- 4.1.2 In the event of the cancellation of attendance within the interval of 3 to 1 calendar day prior to the commencement of implementation, a fee in the amount of 75% of the price of the ordered service is charged.
- 4.1.3 In the event of cancellation on the day of implementation, a fee in the amount of 100% of the price of the ordered service is charged.
- 4.4. In the event of non-participation in a course without a previous written request for cancellation, the customer forfeits the right to the return of the fee for the training, or the customer will be charged with the full price of the training.
- 4.5. A substitute can be sent to the training, provided that we must be notified of the identity of the substitute and the participant being substituted no later than prior to the commencement of the training. In the event of a substitute being sent, a cancellation fee will not be charged.
- 4.6. A binding reservation can only be changed upon agreement with QED GROUP for serious reasons (e.g., demonstrable illness of participants). If possible, QED GROUP will offer participation at the same event at a different date/time or at a different event according to the customer's choosing.

V. Price of Services, Payment

- 5.1. The price of services is set out in our updated pricelist. The prices set out in the offers or pricelist sent out by us are valid for 30 days from being sent, unless expressly stated otherwise.
- 5.2. In the case of some specific services, the price is dependent on the specifics of the order, and thus in such a case you will be notified of such price outside of the criteria of the current pricelist in a message sent by us with a request for its acceptance by you. In the event that we do not receive a confirmation of consent to such price from you, the order is considered to have been canceled and an obligation to fulfill it or to pay the price does not arise.
- 5.3. Prices are stated in Czech crowns not including VAT, unless expressly stated otherwise.
- 5.4. By sending an order, you express consent to the price stated in the offer or pricelist for the service being ordered.
- 5.5. QED GROUP is entitled, prior to the commencement of performance, to require the payment of an advance in an amount of up to 30% of the anticipated price of the services.
- 5.6. The price is payable on the basis of an invoice with a due term of 30 days, unless expressly agreed otherwise.
- 5.7. QED GROUP is obligated to issue a tax document within a period and with the necessary content as required by the valid legal regulations. The tax document will be sent to you to the address stated in your order, unless expressly agreed otherwise.
- 5.8. An invoice must contain all of the data required by the relevant legal regulations. If an invoice does not contain the required data or contains incorrect data, you are entitled to return it to QED GROUP within a period of five (5) days of its delivery with a statement of the missing content or incorrect data. In such a case, the payment deadline is suspended and a new payment deadline commences as of the delivery of a corrected invoice. In the event that you return an invoice despite the invoice having been issued properly and having contained the prescribed data, the deadline does not stop and if you do not pay the invoice within the original deadline, you are in default.

5.9. The price will be paid by way of bank transfer to the account of QED GROUP set out in the invoice, unless the parties agree otherwise in accordance with the valid legal regulations. Payment is considered to have been made as of the moment of crediting to our account.

5.10. In the event that you have unsettled payment obligations in regard to QED GROUP that are more than 30 days past the due date, we reserve the right to not provide you with any services or performance and to suspend or restrict the provision of services, even in the event that the order has already been confirmed by us or even in the event that we have commenced their provision, without any right on your part to a discount, compensation or replacement performance.

5.11. In the event of a delay in the payment of a monetary amount, we are entitled to require a contractual penalty at a rate of 0.1% of the due amount for each commenced day of delay. The right to the payment of late interest according to the valid legal regulations and the right to compensation of damage remain unaffected.

VI. Liability for Defects

6.1. In view of the specific nature of the services provided by us, we do not bear any liability for any losses, damage, personal or professional negative consequences, losses of business opportunities or employment, lost profit or income, that could be considered to be a direct or indirect result of analyses or tests provided by us, or of their results, or for compliance or non-compliance with recommendations made.

6.2. In view of the specific nature of our services and performance, you acknowledge and agree that your only remedy in the event of your dissatisfaction with the results of the conducted analyses, recommendations or tests or with the results of training and coaching is the right to a reasonable discount on other ordered services, and only under the condition that the defects of our performance were directly caused by a breach of our obligations to proceed with due professional care customary for such types of performance. The amount of the reasonable discount on other services is decided by the head of the relevant department of QED GROUP into whose sphere the relevant project (service) belonged.

VII. Internet Connection

7.1. The Internet is an unstable medium, and thus we cannot guarantee a non-interrupted or perfect connection to our pages, just as we are not liable for the functionality and compatibility of our pages with your software or the presence of applications that can endanger or damage certain equipment.

7.2. We reserve the right to restrict access to the pages at any time without previous notification, primarily for the purpose of the maintenance and updating of our pages.

VIII. Information on the Pages

8.1. On the pages, we present selected information regarding the services being provided. Such information is only for orientation and reference, and in no way does it establish liability for your further use of our products or the results of our services.

8.2. If you discover any inaccuracies on the pages, please let us know so that we may eliminate them. We also welcome your ideas and tips in regard to products.

IX. Protection of Intellectual Property

9.1. The content of the page including primarily texts, photographs, graphic and other art works, software, trademarks and other rights enjoying protection is the exclusive ownership of QED GROUP or QED GROUP is their authorized user. Without previous written consent, you are not authorized to copy or use any part thereof in any way.

9.2. A link to the pages and/or the inclusion of the pages in part or in full on the pages of third parties is only permissible upon the previous written consent of QED GROUP.

9.3. You do not, on the basis of an order or contract or any performance on our part, you do not acquire any right to use, within your own designations, names, company name, business name or brand, any designation, trademark, name or symbol characteristic for or used by the company QED GROUP or otherwise characteristic for its activity (hereinafter jointly also referred to as the "Designations"). You are not authorized to use any such Designations without our previous written consent, even within your own materials, printed materials or web pages.

9.4. For the purposes of these TOB, the "Methods" are understood to mean:

- Sociomapovací Analýza (Sociomapping Analysis)
- Q360
- 4Elements
- Employee Navigator
- Sociomapování (Sociomapping)
- other methods whose source is QED GROUP or to which it owns industrial property rights or other intellectual property rights, or exercises them under a contract with their owner.

9.5. You acknowledge that QED GROUP is the exclusive holder of:

- industrial rights and copyrights pertaining to the Methods, their print, graphic, visualization, presentation and other bases, depiction, final reports, whether in electronic or data form, including all of their parts and elements,
- rights to designation and use of the content and elements included in the Methods now as well as in the future;
- authorizations to all names and designations used in connection with the Methods, primarily the graphic and lexical designations of the Methods and their parts, their logos, names, business names, trademarks (Sociomapa, Sociomapování, Four Elements, Sociomapping and Sociomap, QED GROUP);
- rights to all inventions, algorithms and procedures used within the Methods;
- the right to determine, use and decide on the specific visualization and presentation of the Methods;
- templates a patterns for communication with clients, used as part of the Methods;
- rights to the system of providing licenses and certification, including the authorization to their changes;
- all rights to computer programs (software) pertaining to the Methods.

X. Protection of Personal Data

10.1. We collect personal data within the necessary extent for the proper provision of commercial services (name, surname, address, address of the delivery location, telephone and email connection, other personal data arising from the specifics of the requested services, training or analyses).

10.2. By sending an order, you are expressing, in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, your express consent to the storing and processing of personal data within the scope set out in the previous paragraph, until the time of the written withdrawal of such consent. We undertake to not make the personal data available to any other person who is not directly participating in the provision of services or ordered performance. Further, we undertake to secure the database of personal information against misuse.

10.3. You will have access to the personal data by way of registered access, including the right to their correction and including other statutory rights according to Art. 21 of Act No. 101/2000 Coll., on the Protection of Personal Data.

10.4. QED GROUP hereby informs the customer of the customer's rights arising from Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, i.e. primarily of the fact that the provision of such personal data is voluntary, that the person providing their personal data has the right of access to it, has the right to contact the Office for the Protection of Personal Data with registered office at Praha, Pplk. Sochora 27, PSČ 170 00, in the event that such person finds out that QED GROUP is in breach of its obligations arising from the said Act, and also has the right to require primarily the blocking, correction, supplementation or liquidation of their personal data, free of charge.

10.5. The customer confirms that it has been informed by us, as the controller of personal data, of all rights arising from Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, i.e. primarily of the fact that the provision of such data is voluntary, that the customer has the right of access to it, as well as of other rights arising from the said Act. The customer is aware of the fact that the customer can withdraw such consent at any time.

10.6. The customer also consents, within the meaning of Art. 7 of Act No. 480/2004 Coll., on Certain Information Society Services, as amended, to the sending of commercial messages by way of all electronic means. The customer is aware that the customer's consent to the sending of commercial messages and electronic mail for the purpose of offering products and services including the sending of information on events being organized, products and other activities and for the purposes of sending commercial messages by way of electronic means, can be withdrawn by the customer at any time in the form of a written notification to the address of the registered office of the publisher.

10.7. You acknowledge that the provision of personal data regarding participants of training or seminars, or regarding the results of their tests, analyses etc. is subject to the terms set out by the Act on the Protection of Personal Data, and that we can disclose some data to you, as the customer, only if the relevant data subject grants us their consent to do so. We do not bear any liability for the non-provision of such consent and the subsequent non-provision of such personal data.

XI. Governing Law and Jurisdiction

11.1. All legal relations arising from your order, the contract, these terms, our performance or a breach or non-observance of obligations on our or your part shall be governed by Czech law.

11.2. The local jurisdiction of the court competent according to the registered office of the company QED GROUP is hereby agreed upon for all disputes.

XII. Final Provisions

12.1. These terms, in conjunction with the order that you place, represent an agreement on the content of the contract on the provision of our services. If any part of it becomes invalid, the other provisions remain valid.

These general terms of business are effective from the date of: 11 May 2015