

AGREEMENT ON TERMS

pursuant to Article § 2430 and following of Law No. 89/ 2012 Coll., Civil Code, in the wording of later amendments

Agreement No. (Identification of payments): generated automatically

PARTIES:

Name:
 Date of Birth:
 Address:
 Contact (e-mail):
 (hereinafter as „Principal“)

Other person(s) represented by the Principal:

Generated automatically from the web form, same data as of the Principal.

and

company Click2Claim, s.r.o., ID: 287 91 215, seated Prague 3, Jičínská 1748/5, PSC 130 00, email: info@click2claim.eu (hereinafter as „Mandatory“)

ARTICLE I. – SUBJECT OF AGREEMENT

- 1.1. The subject of this agreement is provision of paid services by the Mandatory consisting in claiming damages or other claims of the Principal resulting from Regulation (EC) No. 261/2004 of the European Parliament and of the Council (hereinafter as „claims“ or „compensation“). The recompense of the Mandatory for his work is agreed further in this agreement. The Mandatory can act on behalf of the Principal by himself or by a third party. The Mandatory undertakes the obligation to claim compensation for the Principal primarily from the liable airline company (hereinafter as „debtor“). The compensation from the debtor for the Principal will be mainly pecuniary (hereinafter as „claim amount of debtor“).
- 1.2. Legal relationships of parties are governed by General business conditions of the Mandatory (hereinafter as „GBC“), which form an integral part of this agreement. The Principal acknowledges with signature of this agreement that he is fully acquainted with GBC of Mandatory, which are published on website www.click2claim.eu.
- 1.3. The Principal has chosen by agreement the following Program:
 Generated automatically from the web form.

Choosing any program that requires service fee payment, when this fee is not paid at the moment, the Agreement remains valid, but, automatically, price conditions of corresponding program not requiring a service fee (Retail or Travel) shall apply.

Article II. – RIGHTS AND DUTIES

- 2.1 The Principal undertakes the obligation to refrain from claiming compensation by himself or with the help of a third party except the Mandatory during validity of this agreement. In case the Principal will negotiate with the debtor about compensation and will successfully claim compensation, the Mandatory should be entitled to full recompense for each case as set in this agreement, as if the compensation would be successfully claimed by the Mandatory. In case the Principal is representing other persons, he undertakes the obligation to secure that these persons will not claim compensation by themselves. In case of infringement of this obligation the Principal is liable as if he acted himself and the Mandatory is entitled to full recompense.
- 2.2. The Principal undertakes the obligation to provide the Mandatory with full and correct information which the Mandatory needs in order to fulfill his duties under this agreement. The Principal fully acknowledges the risk of compensation denial and other possible negative consequences in case of incomplete, false or misleading information.
- 2.3. The Mandatory undertakes the obligation to act with all due diligent and professional care. This agreement does not give any claim to the Principal directly against the Mandatory, but only entitlement to compensation, which will be procured by the Mandatory from the debtor. The Mandatory is not liable for damages arising from late or uncomplete documents or other materials necessary for the performance of the Mandatory. The Mandatory is also not liable for damages of Principal in case of deliberate or careless concealment of important facts for successful compensation.

2.4. The Principal and the Mandatory undertake the obligation to mutual communication primarily by e-mails stated in the heading of this agreement without granted electronic signature.

Article III. – MANDATORY RECOMPENSE

- 3.1. The recompense for performance of Mandator under this agreement (hereinafter as „recompense“) is set by agreement of the parties and consists of:
 - a) service fee (hereinafter as „service fee“) stated in the price list (where a service fee has been established for determined Program)
 - b) percentual amount calculated from recovered compensation by the debtor for the Principal (hereinafter as „percentual fee“) which is set in the price list of the Mandatory, but at least 1.000 CZK, not including VAT.

The Mandatory price list forms an integral part of this agreement and is published on website www.click2claim.eu.

- 3.2. The recompense is due: a) the service fee is due on the day of filling a request for compensation on www.click2claim.eu and b) the percentual fee is due within 14 working days from the day of delivery of payment by the debtor to the Mandatory. The Mandatory is entitled to retain from the compensation payment the amount corresponding to his recompense according to this agreement and the remaining amount should be sent to the Principal.
- 3.3. In case the compensation will be paid directly to the Principal, he is obliged to pay to the Mandatory his recompense within 14 (fourteen) calendar days at latest from the day of payment, to the bank account:
 2100688761/2010 IBAN CZ3120 1000 0000 2100 6887 61 (CZK) or
 2000688772/2010 IBAN CZ7820 1000 0000 2000 6887 72 (EUR)
- 3.4. The Mandatory recompense does not include any fee charged by the banks to the bank operations connected to the financial settlement of the payments, such as charge for outgoing/incoming payment, currency conversion etc. These fees are charged by third person (the bank), have no relationship to the Mandatory's activities and could be charged to the Principal.

ARTICLE IV. – DURATION AND TERMINATION OF AGREEMENT

- 4.1. This agreement is concluded for an indeterminate period.
- 4.2. The agreement is terminated by settlement of parties or termination notice due to substantial violation of the terms of this agreement, notice period being three months from the day of delivery of written notice to the other contractual party. Further by fulfillment of the agreement for both parties, meaning at least compensation payment from the debtor and recompense payment to the Mandatory. Particulars are included in GBC. The Principle acknowledges his right to withdraw from the agreement within 14 days from acceptance of performance (art. § 1829 Civil Code), which does not apply to situation when the performance already started with approval of the Principal before the time limit of 14 days (§ 1837 Civil Code). At the same time, should the mandatory fulfill with the purpose of this Contract within the period of 14 days of withdrawal from the agreement, the mandatory is not entitled to withdraw (art. 1837 a) Civil Code).

ARTICLE V. - PENALTY

- 5.1. In case the Principal provides false, misleading or incomplete facts, or not informs the Mandatory having been received any payments from the debtor, and following this action/s of the Principal the Mandatory suffer any costs and/or damage, the Principal undertakes the obligation to reimburse the Mandatory for such costs or damage, and to pay a contractual penalty to the Mandatory in the amount of 5.000 CZK (or EUR equivalent calculated on the date of letter of notice). Both the reimbursement and contractual penalty are due upon written notice of the Mandatory.

ARTICLE VI. – RECLAMATION AND CONFIDENTIALITY

- 6.1 The conditions of reclamation and confidentiality are set in GBC.

ARTICLE VII. – FINAL PROVISIONS

- 7.1. Eventual invalidity or uncompleteness of any article of this agreement does not constitute invalidity of other articles of this agreement. The parties are obliged to substitute such an invalid article with an article with a similar

effect, such change should be made in writing as amendment to this agreement.

- 7.2. Contractual relationships and issues not directly covered by this agreement are governed solely by relevant articles of the czech Civil Code, and GBC.
- 7.3. This agreement and legal relationships are governed by Czech republic law.
- 7.4. All disputes arising from this agreement and in connection with it will be judged with an final effect by the Arbitration court of the Economic and Agricultural chamber of the Czech republic according to its rules by three arbitrators. The seat of Arbitration court is in Prague.
- 7.5. The parties state their consent with the content of this agreement, which was concluded according to their right and free will, not under any pressure or under disadvantageous circumstances.
- 7.6. The proposal, acceptance and conclusion of this agreement is done by teh web form, website www.click2claim.eu and user account.