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Frogaudio® is a protected trademark.

I. Subject matter of the Agreement

1. The Lessor is a legal entity with its registered office in the Czech Republic. Lessor declares that it is the exclusive owner of the Frogaudio wireless audio equipment set (hereinafter referred to as "audio equipment" or "AQ") and the wireless audio equipment for conferencing consisting of the Master Transmitter, the Slave Transmitters/Receivers and their accessories, e.g. a (rechargeable) carrying case, headphones, microphones, earphones with microphone, back-up equipment: back-up transmitter(s), receivers, microphone, headphones, microphones with earphone, or company bag for selection and transfer of AQ, audio AUX cables, 3.5 mm jack reducer(s), MP3 player(s) and charger for AQ etc., or PA system(s) or speaker(s) for communication between the guide/facilitator and the group of participants/communicators of the tour/excursion, congress, conference, presentation and other similar events (hereinafter referred to as 'tours'). Frogaudio systems operate on the principle of transmission of one-way radio waves (called One-Way) and two-way radio waves (called Two-Ways) in guide modes, interpreter, conference system and audio guide.

2. The Lessor undertakes to transfer the above set of movable assets in the agreed scope (hereinafter referred to as the "leased item") for the temporary use of the lessee, and the Lessee agrees to pay the Lessor the agreed rent for the same.

3. The Lessor shall transfer the subject of the lease to the Lessee for a definite period of the agreed duration (hereinafter referred to as the "single lease") and the lessee undertakes to lease the subject of the lease to the lessor to return it at the end of the Single Lease undamaged and in a condition consistent with normal use wear and tear.

II. Duration and scope of the lease, compensation for damages

1. The physical handover of the subject of the lease is considered to be the beginning of the individual lease by the lessor or a person authorised by them (hereinafter referred to as the "courier") to the lessee. The end of the individual lease is the physical return of the leased item by the lessee to the lessor or the courier. The rental price includes a handover time of up to 10 minutes, exceeding this limit will be charged according to Article IV, paragraph 4 of this contract.

2. Scope of the subject of the lease (number of leased AQs and duration of each lease) will be recorded for the purposes of the individual lease in a handover protocol, which both the parties will sign upon handover and return of the subject of the lease. The Lessee shall at the end of the individual lease, return to the lessor the same number of AQs including the accessories which he took over from the lessor at the beginning of the lease.

3. A one-time rental (OR) is a one-day irregular rental of a set of AQs. A long-term rental (LTR) is a rental of at least 60 days. The lessee will be given a rental period before handover of the AQ file, the hirer will be trained in its correct use and will be provided with technical telephone support 24/7 (+420777772094). Use of the AQ is also contained in the instructions on the lessor's website: www.frogaudio.cz. The validity of the LTR offer is limited in time until 30.12.2024 and is subject to payment of 100% of the rent on the basis of the invoice. Part of The lease will include charger(s) for separate charging of devices. First delivery and first pick-up of the LTR object is free of charge in Prague, in the Czech Republic according to the article Delivery prices. Delivery / pick-up additionally charged according to the article Delivery prices.

4. Unless agreed between the parties (in writing or by email) in a particular case otherwise, in the event of a delay in returning the subject of the lease after the end of individual lease, the landlord must pay

the landlord for each day of delay in returning the of the subject of the lease in the original amount plus 20% of the agreed price of the individual lease.

5. For each missing or destroyed AQ or its accessories the lessee is obliged to pay to the lessor a lump sum compensation in the amount specified below (hereinafter referred to as the "lump sum compensation damages"), which shall not apply to tenants enrolled in the FrogPlus and FrogPremium and FrogNeo. The amounts are exclusive of VAT and the landlord is obliged to the current statutory VAT.

- 1 One-Way transmitter - 60,- €
- 1 Two-Ways transmitter - 67,- €
- 1 One-Way receiver - 58 €
- 1 receiver Two-Ways - 67,- €
- 1 mobile loudspeaker – 107,- €
- 1 On-Ear headphone with microphone - 13,- €
- 1 headset microphone - 13,- €
- 1 lapel microphone – 11,- €
- 1 On-Ear headphone - 6,- €
- 1 In-Ear headphone - 1,- €
- 1 cloth bag - 13,- €
- 1 classic suitcase - 43,- €
- 1 rechargeable suitcase - 195,- €
- 1 charger (One-Way) - 60,- €
- 1 charger (Two-Ways) - 60,- €

6. Further manipulation, damage and contamination of the AQ and its accessories sanctioned a lump sum of 2,- € / 1 piece of AQ (e.g. device, handset, microphone, etc.):

- unjustified change of channels (chaotically changed channels and other manipulations leading to malfunctioning)
- sticking stickers, branding and other marking without the landlord's consent
- heavy soiling (e.g. baby milk, vomit, coffee syrup, etc.)
- damage associated with apparent immersion in liquid or significant spillage
- apparent breakage of the shell/body, scratching and breakage of the connectors
- breakage or deterioration of the clip will be penalised by a minimum of 13,- € per AQ
- damage to or scratching of the display glass will be penalised by a minimum of 22,- € per AQ.

The lessor or a person authorised by the lessor AQ after use by the lessee take over and subsequently inspect the AQ in the presence of the lessee or by the lessee person authorised by the lessee. In the event that the person authorised by the lessee is not present at the return AQ, the lessor shall take a photo-documentation of the AQ.

III. Use of audio equipment

1. the lessor or a person authorised by them shall, at the request of the lessee, provide the lessee or a short oral training session on the correct use of the AQ to the tenant before the start of an individual tenancy.

2. The lessor guarantees a maximum operating time of 9 hours for each AQ. In the 'on' (ON) mode in the event of proper use of the rental object by the lessee in accordance with the operating instructions, available in each supplied AQ set.

3. Basic user instructions for the use of the subject of the lease:

- with the One-Way system, a maximum of 1 transmitter is always switched on.
- AQ must not come into contact with water
- devices that are not used for more than 15 minutes must be switched off to avoid the batteries are not discharged
- the quality of the connection is guaranteed by the lessor at a distance between the transmitter and the receivers within 50-150 meters (depending on conditions and environment)
- the receiver should be correctly positioned on a neck loop or clothing clip to it does not fall and cause damage
- the AQ including accessories should be handled with care to avoid serious damage, such as denting the buttons, tearing the rubber stopper for charging, breaking or damaging the display, damaging or tearing the headphone cable or microphone, breakage of the antenna (Two-Ways AQ) or breakage or other mechanical damage to AQ's outer shell.

IV. Rents, surcharges and benefits

1. The rent for each rental will always be agreed between the contracting parties individually on the basis of a previous e-mail or telephone order of the tenant addressed to the landlord depending on the number of rented AQ, the frequency of rentals, the type of rentals or the form of cooperation, etc. The condition for the commencement of an individual lease is full acceptance of the lessor's general terms and conditions available on the lessor's website, which are available in two language versions - Czech and English. The link to the General Terms and Conditions will be handed over to the tenant upon handover of the leased object together with the handover protocol.

2. The rent is payable by transfer to CZK account 22 00 42 7366/2010 (Fio bank), or to the landlord's euro account 29 00 79 0107/2010 (Fio bank) within 14 days of the end of the individual lease. At the end or during the individual lease, the landlord shall issue of the individual rental period, the lessor shall send the lessee an invoice in the agreed manner.

3. Benefits valid for 2024:

Benefits limited to the period from 2 January 2024 to 30 December 2024:

- exclusive LTR offer available by sending an email request: info@tourguidesystem.cz.

Validity limited to the period 2.1.2024 to 30.12.2024:

- FrogPlus, FrogPremium, FrogNeo loyalty programs including terms and conditions are available by sending a request to: info@tourguidesystem.cz
- in the case of a lease arranged by a third party, the lessor undertakes to pay to such third party a financial commission ("Commission") of 20% for each on the total amount of the transaction, excluding VAT, or 10% on the sale of AQ the total amount of the transaction, excluding VAT, provided that these amounts do not decrease below 55,- € (minimum daily order/rental value). Third party commission to a third party in the case of a written order by the lessee only, via e.g. e-mail, SMS, whatsapp, viber, messenger, etc. and receipt of a confirmation message. Such commission will be paid by the lessor to

the third party paid to the third party within 14 calendar days of the payment of the financial of the funds by the Tenant under a single lease or in the case of a sale of AQ.

- rent-try-buy program - according to this program, the tenant will be granted a rent-try-buy after the first rent AQ in the amount of 55,- € without VAT (for Prague), respectively 104,- € without VAT (for Czech Republic and abroad) and more in the case of subsequent sale of AQ reduced the total purchase price by the difference between the amount charged on the first lease and the value the minimum daily order for Prague, which is 55,- € excluding VAT, or the minimum daily order value for the Czech Republic and abroad, which is 104,- €. The condition for granting a reduction in the total purchase price or the price discount is conditional on the order for the rental and subsequent purchase of the AQ made for the same identification number (ID number) of the buyer no later than 60 days after the end of the rental. Amount mentioned discount will be credited upon request of the buyer/lessee.

4. Surcharges (valid for 1 address in the Czech Republic specified by the tenant):

- assistance or help from our employee at the event during the AQ giveaway/collection from end listeners is charged 5,- € / every 10 min. / every 3 sets (135-180 receivers)

- presence of a technician (company courier) at the event (tour) beyond the standard 10 min. is charged at 6,- €/ every half hour (30 minutes) / every 3 sets (135-180 receivers)

- repeated delivery or arrival (return) of the technician (company courier) is charged 6,- € / 1 arrival, if it is caused by a faulty procedure of the tenant or by a person authorised by the hirer, for example by not testing the AQ set at the beginning of the event / tours or neglecting the initial training

- in the event of non-acceptance of the AQ set due to a reason on the part of the hirer, the hirer will be charged 10% of the total price of the order, but at least 55,- € (min. order for Prague and the Czech Republic, abroad individually).

- delivery of AQ to a single address in Prague less than 48 hours before the start of the event (tour) or on the day of the order is charged 6,- € / each 3 sets (135-180 receivers).

- delivery of AQ to one address in Prague less than 24 hours before the start of the event (tour) or on the day of ordering is charged 20,- € / each 3 sets (135-180 receivers).

Surcharges are fixed and valid until further notice. In the case of contract and regular clients with individual terms and conditions apply as agreed.

5. Discounts in case of non-delivery / non-delivery of the AQ by the authorized person of the lessor:

- late delivery - 10% discount on the total price of the order (not applicable to orders with minimum amount of 55,- € for Prague and the Czech Republic, abroad is solved individually)

- non-delivery of the AQ - 100% refund of the total order price

- contract clients by agreement

6. Service of delivery, return and storage of AQ (hereinafter referred to as "DRSS") for competitors companies (hereinafter referred to as "competitor") when the AQ is in the possession of a competitor or a third party.

When providing DRSS, we charge the amounts in the table below for all services, or any of them, e.g.: reception only, no service provided storage and delivery or collection (amounts are fixed and do not include 21% VAT):

Service description / service price in €	18,-	26,-	47,-
reception at the reception desk*	✓	✓	✓
storage (1-15 days)**	-	✓	✓
delivery or reclaim in 1 hotel (1 address)	-	-	✓

DRSS Terms and Conditions:

In the case of reception service, the duration of reception is considered to be 2 calendar days (48 hours) from the time of receipt by the reception (third party), within which time. The landlord is not entitled to charge for the storage service, which does not start until 3. day after receipt of the AQ by the reception. During the provision of the DRSS to a competitor or a third party party, the lessor is not responsible for the contents of the audio kit(s) or case(s) or boxes. Only DRSSs agreed and confirmed in writing by the lessor are valid. The SPVU shall provided according to the time and capacity of the lessor, we reserve the right to to refuse to provide DRSSs without giving reasons. The DRSS is carried out on the territory of Prague, the amount shown in the table is always for 1 audio set (1 case or box) o size up to 250 x 500 x 350 (height x width x length in millimetres). AQ or case / must be marked with a unique code / name of the event or group.

The DRSS includes a service - delivery or pickup at 1 hotel (1 address), which is provided by the lessor to the lessee for a flat fee as indicated in the table without entitlement to delivery and return fee within Prague of 6,- € or 8,- €.

**reception is located at Peroutkova 570/83, 15800, Prague 5-Jinonice, Czech Republic Republic (50.0586459, 14.3771708) and the receipt of AQ is carried out by a third party.*

*** storage of 1-15 calendar days, followed by storage of 1-15 calendar days duration of 15-30 calendar days is charged at 13,- € for each 1 audio set (1 case or box) up to 250 x 500 x 350 (height x width x length) for the entire period, with 30 calendar days being the maximum storage period*

V. Rights and obligations

1. The Lessor shall:

- transfer the subject of the lease to the lessee so that he can use it for the agreed or usual purpose
- maintain the subject of the lease in such a condition that it can serve the purpose for which it was leased
- to ensure the undisturbed use of the subject of the lease by the lessee for the duration of the lease
- to carry out other maintenance of the subject of the lease and its necessary repairs

2. The Lessee shall:

- the lessee undertakes to familiarise himself with the lease before the inspection(s)/event(s) the AQ set and test it to ensure that it is working properly. For this purpose, the lessor the person authorised to do so shall remain at the designated place for 10 minutes before or at the start of the rental by the hirer. If

the person authorised by the lessor stays at the location for more than 10 minutes at the request of the hirer, the hirer will be charged an additional fee according to Article IV, paragraph 4.

- to notify the Lessor of any defect in the subject of the lease in due time immediately upon discovering it or when, by diligent use of the property, he or she could have discovered it without undue delay, when the defect, the lessor is obliged to remedy it by replacing the non-functioning or defective AQ or its accessories

- the lessee has no right to make any changes to or in the subject of the lease interfere in any way without the prior consent of the lessor

- to use the property as a good steward for the agreed purpose or the usual purpose and to pay the rent according to this agreement

- the Lessee is not entitled to sublet or transfer the subject of the lease to a third party without prior written consent of the lessor

- to ensure that the person/guide/lecturer authorised by him/her has access to the lease during the tour (event) the necessary back-up equipment recommended by the lessor or their authorized person, e.g. spare microphone, spare transmitter, spare receiver, batteries if necessary, and headphones in sufficient quantity. If the authorised person of the lessor/guide/speaker refuses the above backup equipment the responsibility for any malfunction of the AQ or its accessories shall pass to him/her and the service shall be deemed to have been duly provided by the lessor and the lessee is not entitled to a discount or refund rent

- by taking over the AQ, the lessee assumes full responsibility for the actual operation of the AQ and is liable for any damage caused by the operation of the AQ to third parties, e.g. as a result of different frequency bands in the country of use of the AQ, the lessor is not liable for any penalties imposed on the lessee as a result of distortions of the frequency bands.

VI. Cancellation fees

If the Lessee withdraws from the binding order, or any part thereof (i.e. item of the binding order), the lessee shall pay the lessor a cancellation fee of the total price the price of the binding order, or the price of the relevant item of the binding order, in 10% in case of cancellation more than 7 days before the start of the performance period, 25% in case of in case of cancellation more than 3 days before the start of the performance period, 50% in case of in the case of cancellation more than 2 days before the start of the performance period, 90% in the case of cancellation more than 1 day before the start of the performance period, 100% in case of withdrawal 1 day or less before the start of the performance period the start of the performance period. The cancellation fee will be charged to the lessee in the event of cancellation of a binding and confirmed reservation / order AQ by the lessor will be charged / invoiced a minimum amount equal to the value of the minimum order of 55,- € for Prague or 104,- € for the Czech Republic.

VII. Delivery range and prices

- Prague - free pick-up and reclaim at the reception at Peroutkova 570/83, 15800, Prague 5-Jinonice, the Czech Republic (50.0586459, 14.3771708) by a third party

- Prague (corporate courier) - delivery and pick-up in the historical centre 6,- € (min. value of daily rental fee 55,- €)

- Prague (corporate courier) - delivery and pick-up within the historic centre to the borders of the Central Bohemian Region - 8,- € (min. value of daily rental fee 55,- €)

- The Czech Republic (corporate courier) – 0,7,- €/1 km** (min. value of daily fee rental fee is 104,- €)

- The Czech Republic (courier service TNT / DHL) - 37,- €/1 set /1 tour (see Art. IV, para. 3.) - order on a working day until 14:00 (order must be confirmed by the landlord via e-mail or phone), delivery next working day (min. value of daily rental fee 104,- €). Attention: transport is always ordered by Frogaudio!

- Delivery outside the Czech Republic - on request

***0,7,- €/1km - for each kilometer driven by courier (within the event / tour of the tenant) to the place specified by the customer + return journey to Prague*

VIII. Other arrangements

1. For the purposes of this Agreement, it has been agreed by the Parties that if the postal licensee fails to deliver a document sent by registered post with acknowledgement of receipt to the other Party at the address set out at the head of this of this Agreement, the date of return of the undelivered document shall be deemed for the purposes of this Agreement to the sending party shall be deemed to be the date of its delivery, even if the addressee has notice of its delivery the addressee is not aware of the fact.

2. If any provision of this Agreement or any part thereof is or becomes invalid or unenforceable by a decision of a court or other competent authority, it shall not be invalidity or unenforceability shall affect the validity or enforceability of the remaining provisions of this of this Agreement or any part thereof, unless it appears directly from the contents of this Agreement that such provision or part thereof cannot be severed from the other contents. In this case the Parties undertake to replace the ineffective and invalid provision with a provision that is closest in purpose and meaning to the provision of this contract which is intended to be which is the closest equivalent to the contract to be replaced.

3. If the Lessee under this Agreement is a consumer - non-businessman, with effect from 1. 2.2016 pursuant to § 14 in conjunction with § 20e (d) of the Consumer Protection Act No. 634/1992 Coll., the entity for the settlement of out-of-court disputes between the client and the attorney of the Czech Commercial Inspectorate.

IX. Use of cookies

1. Use this website to provide services, analyze traffic, social networking features, and personalize advertisements with cookies.

2. By using the website at www.frogaudio.cz, you expressly agree to that your device (computer, laptop, tablet, phone or other device) will be cookies will be stored on your device. If you choose not to accept cookies, we cannot guarantee you an optimal experience when using our website www.frogaudio.cz.

X. Processing of personal data (GDPR)

1. We store personal data about tenants in accordance with the regulations in force in the territory 101/2000 Coll. in the Czech Republic, in particular the Personal Data Protection Act No. as amended and regulated.

2. The tenant has the right of access to his/her personal data, the right to correct them, incl. other legal rights concerning this data. The personal data may be on the basis of written request of the tenant, the data may be deleted from the landlord's database. Tenants' personal data are fully secured against misuse. The landlord does not pass on the tenants' personal data to third parties. An exception is made for external carriers, to whom the personal data of tenants are transferred to the extent necessary for the safe delivery of AQ and to the manufacturers of AQ, to the extent necessary for the recognition of warranty claims. The individual contracts, once concluded, are archived by the lessor in electronic and written form and are accessible only to authorised employees of the lessee.

XI. Final provisions

1. Unless otherwise expressly agreed in this contract, the legal relations shall be governed by of the Parties arising out of and in connection with this Agreement shall be governed by the provisions of Sections 2201 and 89/2012 Coll., Civil Code.
2. The Lessee and the Lessor declare that the legal acts connected with the conclusion of the of this Agreement freely and seriously, that they have not entered into this Agreement under duress for the purpose of disadvantageous conditions and that they are not aware of any legal impediments to its conclusion, that they have duly acquainted themselves with the contents of this contract prior to its conclusion, and that they agree to it and to affix their signatures in proof thereof.
3. These general terms and conditions form an integral part of the contract and The Lessee declares and confirms by its signature that it has read these general terms and conditions, that he has understood these terms and conditions and has fully accept them in full.

The above amounts do not include the current Czech statutory VAT rate.

Prague, 1.1.2018

Updated 22.12.2023 15:01.