

29/2018

## Mandate Agreement

(concluded pursuant to Section 566 et seq. of Act No. 513/1991 Coll., the Commercial Code)

### Parties hereto

Mandatory: Name: Klub Sportowy Sportiva  
Address: Krolowej Jadwigi 47, Tarnow 33-100, Poland  
Company ID: KRS number: 0000623251, REGON number: 364761100  
VAT ID: 9930660356  
Represented by: Edyta Ropek – President, Arkadiusz Kaminski – Vice-President  
Incorporated in  
(hereinafter referred to as the “Mandatory” or the “Party”) and

Mandator: Name: **Slovak University Sports Association**  
Address: Trnavská cesta 37, 831 04 Bratislava  
Company ID: 17316731  
VAT ID: 2020864395  
Represented by: PaedDr. Július Dubovský - President

(hereinafter referred to as the “Mandator” or the “Party”).

### Art. I.

#### Subject of the Agreement

1. The Mandatory hereby undertakes to act as a consultant, advisor, and coordinator in providing for and organising the sporting event “2018 FISU World University Championship in Sport Climbing” and to perform the activities related to the management of this section for the purpose of organising the event held from 20 June 2018 to 23 June 2018 in Bratislava (hereinafter referred to as “WUC 2018”) for the Mandator at its expense and on its behalf for the remuneration specified in Art. II hereof.
2. The Mandatory has become familiar with a description of the activities and duties in the position “Head of Section”.

### Art. II.

#### Remuneration for the Performance of the Mandatory’s Activities

1. For the proper and timely performance of the activities under Art. I, the Mandator undertakes to pay the Mandatory the remuneration:
  - a) for May 2018, amounting to one thousand eight hundred and fifty Euros (EUR 1,850.00);
  - b) for June 2018, amounting to one thousand eight hundred and fifty Euros (EUR 1,850.00).
2. The reimbursement referred to in paragraph 1 of this Article shall be paid by the Mandator to the Mandatory as per an invoice issued by the Mandatory and payable within fourteen (14) days from invoice issuing. The invoice must contain all of the details specified in the applicable generally binding legal regulations, otherwise the Mandator may return the invoice to the Mandatory for correction, in which case the due period shall begin to run from the receipt of such corrected invoice.

### Art. III.

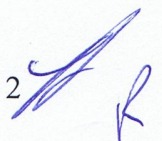
## **Rights and Obligations of the Parties**

1. The Mandatary shall manage the section of the WUC 2018 Organising Committee and, to that end, discharge the duties arising from its position, make decisions, and follow the Mandatary's instructions, promote and organise WUC 2018 and assume responsibility for organising WUC 2018 within the scope of the section's authority.
2. In order to ensure the successful organisation of WUC 2018, the Mandatary undertakes to actively cooperate with other members of the Organising Committee.
3. In discharging the duties arising from the Mandator's position, the Mandator shall act and proceed with due diligence, responsibly, properly, conscientiously, in accordance with this Agreement, guidelines, and instructions issued by the Mandatary, the Internal Rules and Regulations applicable to the organisation and management of WUC 2018, as well as in compliance with the Slovak legislation in force.
4. The Mandatary may deviate from the Mandator's instructions only exceptionally if it is urgently needed in the interest of the Mandator and the Mandatary is unable to obtain the Mandator's consent in good time.
5. The Mandator shall timely provide the Mandatary with the items and information necessary for the discharge of the duties under Art. I. hereof.
6. If, for the purposes of this Agreement, the Mandatary has received items or the documents from the Mandator, the Mandatary shall duly keep all of the items and documents received from the Mandator and, after the termination of this Agreement, return such items and documents in their original condition on receipt, taking into account their usual wear and tear. The Mandatary shall be liable for the loss, destruction of, or damage to the items received from the Mandator in connection with this Agreement.
7. The Mandatary shall arrange for the matters in person through the guarantor – the statutory representative of the civic association.
8. The Mandatary shall keep in confidence the contents of this Agreement as well as the facts which it learns about in connection with the discharge of the functions hereunder and are to remain secret as confidential information; the foregoing shall not apply if the Mandatary has been relieved of such confidentiality obligation in writing by the Mandator's statutory body. The Mandatary may not use the confidential data and information either in whole or in part, including for personal use, and may not disclose, provide, or make them available to any third party. Such obligation shall also survive the termination of this Agreement unless and until such data and information become publicly known in a legally permitted manner.
7. The Mandatary undertakes to process the personal data only to the extent corresponding to the purpose of processing such data and shall protect the personal data entrusted from theft, loss, damage, unauthorised access, change, and dissemination. The Mandatary shall not be under the obligation of confidentiality if it is necessary for the discharge of the prosecuting authorities' duties under a special law; this is without prejudice to the provisions of special laws, including without limitation, Act No. 122/2013 Coll. on Personal Data Protection.

### **Art. IV.**

#### **Common and Final Provisions**

1. The Agreement shall be concluded for a definite period of time, namely from 1 May 2018 to 30 June 2018.
2. The Agreement shall come into force as of the date specified herein and take effect as of the date of being signed by both Parties on every single page hereof.
3. The Agreement between the Mandator and the Mandatary may be terminated prior to the expiry of the agreed term:
  - by agreement of the Parties;
  - by notice of termination;
  - on other legal grounds.
4. Either Party may terminate the Agreement without giving a reason with a notice period of two (2) months, which shall begin to run as of the first day of the month following the month in which the written notice of termination has been delivered.

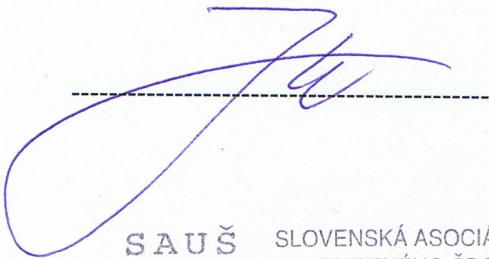
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5. As of the effective date of the Mandator's notice of termination, the Mandatary shall cease to carry out the activity covered by such notice of termination. However, the Mandatary shall notify the Mandator of the measures necessary to prevent the Mandator from incurring damage which is imminent due to the non-completion of the activity related to arranging for the matters. The Mandatary shall be entitled to an aliquot part of the remuneration for the activities properly performed until the effective date of the notice of termination.
6. As of the effective date of the Mandatary's notice of termination, the Mandatary's obligation to perform the activities binding upon it hereunder shall extinguish. Should the Mandator incur damage as a result of such interruption, the Mandatary shall notify the Mandator of what measures are to be taken to avert such damage. If the Mandator is unable to take such measures by itself or through other persons and asks the Mandatary to do so on its own, the Mandatary shall be obliged to take such measures (for a pre-agreed fee).
7. The Parties declare that, prior to signing the Agreement, they have read and understood the contents hereof and that they sign the Agreement neither in distress nor under obviously unfavourable conditions for either Party. The Agreement is concluded freely, seriously, definitely, and comprehensibly.
8. Any alterations and amendments to the Agreement may only be made in writing in the form of an appendix hereto signed by both Parties unless otherwise provided in this paragraph. Any such appendix to the Agreement shall thereby become an integral part of the Agreement.
9. The Parties agree that any other rights and obligations of the Parties not covered hereby shall be governed by the provisions of the Commercial Code and the Civil Code.
10. The Agreement is executed in two (2) counterparts, of which each Party shall receive one.

In Bratislava on this 2..... day of MAY....., 2018.

Mandator

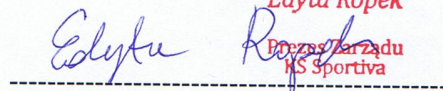
JULIUS DUBOVSKY  
PRESIDENT



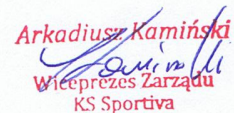

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Mandatary

Edyta Ropek  
Prezys Zarządu  
KS Sportiva



Arkadiusz Kamiński  
Wiceprezes Zarządu  
KS Sportiva



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