

## CONFERENCE SERVICE PROVISION AGREEMENT

concluded on 27.01.2025 at Nałęczów between:

"ARCHE" S.A. with its seat in Warsaw, address: ul. Puławska 361, 02-801 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Economic Division of the National Court Register under KRS no.: 0000831001, holding TIN 821-16-39-335, REGON 710021277, share capital: PLN 2,982,300.00, paid in full, BDO /Waste Database – translator's note/ No.: 000078804, having the status of a large entrepreneur in accordance with the provisions of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions, on behalf of which, the following person: Artur Trukawiński, hereinafter referred to as the "**Contractor**", acts on the basis of the power of attorney granted by the President of the Management Board, Władysław Grochowski,

and

### **Svetska Fudokan Federacija**

Ul. Bulevar Zorana Djindjica 123v

Beograd zip: 11070

Srbija

Represented by: Aleksander Šimić, hereinafter referred to as the „**Ordering Party**”,  
collectively referred to as the "Parties".

The terms used in this Contract shall be understood as:

1. **Service** - conference, hotel and catering services provided by the Contractor at the Venue under the terms and conditions specified in the Order;
2. **Event** - a conference organized on the date indicated in the Agreement, under the following name .....;
3. **Venue** - the hotel building, located at Arche Nałęczów – „Sanatorium Milicyjne” ul. Spółdzielcza 4B 24-150 Nałęczów, where the Service will be provided, in accordance with the Order constituting Appendix No. 1 to the Agreement;

4. **Guests** - the named persons directed by the Ordering Party to use the Service and other persons acting for or on behalf of the Ordering Party, staying on the premises of the Venue and using the Service;
5. **Order** - the specification of the Service ordered.

**§ 1**

**SUBJECT MATTER AND PERFORMANCE OF THE AGREEMENT**

1. The Ordering Party entrusts and the Contractor undertakes to perform the Service for the Ordering Party at the Contractor's Venue in return for payment, within the period of 06.05.2025 - 12.05.2025.
2. The Contractor declares that it has accommodation, catering, conference and recreational facilities at the Venue.
3. The room price includes a buffet breakfast, Internet access, and entry to the swimming pool
4. In the case of guests purchasing dinner, it is served from 8:00 PM to 10:00 PM. If guests arrive after 10:00 PM, we will prepare lunch packages for them or extend dinner service until 11:00 PM. Dinner includes beverages: coffee, tea, and water.
5. The hotel day starts at 4:00 PM and ends at 10:00 AM on the day of departure. Extending the hotel stay incurs a cost of 200.00 PLN/net per room for each commenced hour and is subject to room availability in the Hotel.
6. The Contractor guarantees the reservation of 200 rooms, and the Ordering Party is required to confirm interest according to the following schedule. If the Ordering Party does not provide the reservation confirmation within the specified timeframe, the Contractor reserves the right to cancel the reserved rooms. Event participants will book accommodation services individually for address [karate@archenaleczow.pl](mailto:karate@archenaleczow.pl).
  - a) By March 10, 2025 – The Ordering Party shall confirm at least 50% of the reservations (i.e., 100 rooms).
  - b) By April 10, 2025 – The Ordering Party shall confirm the final number of rooms.After April 10, 2025, the Ordering Party has the right to release the rooms that have not been booked. If additional rooms are required, the Contractor will provide them subject to availability.  
By February 10, 2025 – The Ordering Party will make every effort, to the extent possible, to provide a list of initially interested participants and federations

7. After conclusion of the Agreement, the Ordering Party shall have the right to change the scope of the Service specified in the Order, according to the Venue price list applicable on the date of such change, by:
- increasing the scope of services provided,
  - exchanging individual services for other services,
  - increasing the number of guests,
- provided that the Contractor confirms that it is possible to change the scope or provision of the Service and undertakes to provide them, and if the information on the change in the scope of services is communicated to the Contractor in writing (an e-mail version is acceptable) no less than 7 days before the commencement of the Service. In such a situation, the Ordering Party shall be obliged to pay the remuneration in respect thereof, resulting from the Venue price list applicable on the date of such change, without the need to conclude a written annex to this Agreement.
8. In the event of a change in the number of Guests, the Ordering Party undertakes to provide the exact number of Guests no later than 7 days prior to the provision of the room hire service.
9. The Ordering Party shall provide the Contractor, with the Contractor's e-mail confirmation, with a personal list of Guests, including the name, surname, room type and date of Guest's arrival and departure, broken down by room, no later than 7 days before the date of the Service. If the Ordering Party does not provide the Contractor with the personal list of Guests within the time limit specified above, the Ordering Party shall not be entitled to raise claims or objections against the Contractor in relation to the course of the Guest check-in at the Venue, in particular with regard to its duration and room allocation. In the event that changes are made to the previously sent guest name list, the Ordering Party shall be obliged to indicate clearly the changes made. The Contractor shall not be responsible for making comparisons between successive versions of the guest name list.
10. The Ordering Party undertakes to inform the Contractor of any special wishes and orders concerning the Guests at least 7 days before the planned date of the Service. After this deadline, the fulfilment of special wishes and orders will be subject to the availability and capacity of the Venue.
11. The Ordering Party shall be obliged to submit a detailed plan of the Event, preferences for room set-up, equipment, marketing materials and planned scenery at the time of conclusion of the Contract (in the form of an annex to the Contract), but no later than 14 days before the date of commencement of the Event. The above plans must be approved in writing (an e-mail version is acceptable) by the Contractor. Any changes to the above plans are acceptable once they have been accepted by the Contractor. All decorations used during the Event provided on the part of the Ordering Party must be

certified as non-combustible. The Ordering Party and Guests shall comply with fire and evacuation regulations and observe the rules and regulations of the Venue. The Contractor may charge additional fees related to the provision of the Service, in particular those generating high costs of media consumption.

12. Each part of the Event should end at the agreed time. Any extension of the duration of the Event must be confirmed with the Contractor. Failure to make such confirmation may result in the interruption of the Event due to other obligations of the Contractor. Should the duration of the Event be extended, the Ordering Party will be obliged to pay an additional remuneration of 100 EURO for each commenced hour of the Event after its scheduled completion date.
13. Any items and materials left at the Venue after the end of the Event must be collected no later than the day following the end date of the Event, unless the Ordering Party and the Contractor have agreed in writing (an e-mail version is acceptable) on a different date. Should the materials referred to in this clause be left at the Venue, the Contractor shall charge the Ordering Party for their storage, or shall dispose of them, also at the expense of the Ordering Party.
14. Any materials (including promotional items or gifts) delivered to the Hotel on behalf of the Ordering Party or persons acting on its behalf may be brought onto the Hotel premises no earlier than 3 days before the event start date. These materials must be clearly labeled with the name of the Ordering Party, the event date, and the name of the person responsible for executing the Agreement on behalf of the Hotel.
15. The Ordering Party may place informational boards and advertisements related to the Event in and around the Hotel only after obtaining prior written consent from the Hotel (email confirmation is acceptable) and under the conditions specified by the Hotel in designated areas. If such boards and advertisements are installed, the Ordering Party undertakes to exercise due caution and bear all costs related to any damage caused to the Hotel as a result of their installation. The Hotel reserves the right to charge additional costs for repairs or replacement of damaged elements resulting from the Ordering Party's actions.
16. Any items and materials left on the Hotel premises after the conclusion of the Event must be collected no later than the following day after the Event's end unless the Ordering Party and the Contractor have agreed on a different deadline in writing (email confirmation is acceptable). If materials referred to in this clause are left at the Hotel, the Contractor will charge the Ordering Party for their storage or proceed with their disposal at the Ordering Party's expense. The Contractor shall not be responsible for any materials or belongings left by the Ordering Party.

17. The Ordering Party is responsible for cleaning the space after the Event if items such as large cardboard boxes, furniture, decorations, balloons, or other elements requiring significant effort for removal are left behind. If the Ordering Party fails to fulfill this obligation, the Contractor reserves the right to charge additional fees.

## § 2

### DATE OF ENTRY INTO FORCE OF THE AGREEMENT

1. This Agreement shall come into effect on the date of its signing by both parties, provided that the Contractor has received either a scanned copy or the original of the Agreement signed by the Ordering Party within the specified deadline. Additionally, if the Ordering Party has only sent a scanned copy within the aforementioned period, they are obliged to provide the Contractor with the original signed Agreement.

## § 3

### REMUNERATION AND TERMS OF PAYMENT

1. The following pricing has been established for individual guests:

#### a) Price List for reservation until March 10, 2025

**BB** (Bed & Breakfast):

- Single room with breakfast: 240.00 PLN gross/night - 57 EUR
- Double room for single use: 270.00 PLN/night - 64 EUR
- Double room with breakfast (2 adults): 350.00 PLN gross/night - 83 EUR
- Triple room with breakfast (3 adults): 490.00 PLN gross/night - 116 EUR
- Children aged 4 to 12 (bed & breakfast): 100.00 PLN gross/night - 24 EUR

**HB** (Half Board - Bed, Breakfast & Dinner with Beverages):

- Single room with breakfast and dinner (with beverages): 335.00 PLN gross/night - 79 EUR
- Double room for single use with breakfast and dinner (with beverages): 365.00 PLN/night - 86 EUR
- Double room with breakfast and dinner with beverages (2 adults): 540.00 PLN gross/night - 127 EUR
- Triple room with breakfast and dinner with beverages (3 adults): 775.00 PLN gross/night - 182 EUR
- Children aged 4 to 12 (bed, breakfast, and dinner with beverages): 140.00 PLN gross/night - 33 EUR

**Additional Information:**

- In Nałęczów, a **health resort fee of 6.20 PLN per person** applies for stays longer than one night (approx. 1.46 EUR)
- The parking fee is **20 PLN net per day per passenger car (5 EUR)** and **80 PLN net per day per coach/bus (20 EUR)**

**b) Price List for Reservations made after March 11, 2025**

**BB (Bed & Breakfast):**

- Single room with breakfast: 260.00 PLN gross/night - 61 EUR
- Double room for single use: 290.00 PLN/night - 68 EUR
- Double room with breakfast (2 adults): 370.00 PLN gross/night - 87 EUR
- Triple room with breakfast (3 adults): 510.00 PLN gross/night - 120 EUR
- Children aged 4 to 12 (bed & breakfast): 115.00 PLN gross/night - 27 EUR

**HB (Half Board - Bed, Breakfast & Dinner with Beverages):**

- Single room with breakfast and dinner (with beverages): 355.00 PLN gross/night - 84 EUR
- Double room for single use with breakfast and dinner (with beverages): 385.00 PLN/night - 91 EU
- Double room with breakfast and dinner with beverages (2 adults): 560.00 PLN gross/night - 132 EUR

- Triple room with breakfast and dinner with beverages (3 adults): 795.00 PLN gross/night - 187 EUR
- Children aged 4 to 12 (bed, breakfast, and dinner with beverages): 162.50 PLN gross/night - 38 EUR

**Additional Information:**

- In Nałęczów, a **health resort fee of 6.20 PLN per person** applies for stays longer than one night (approx. 1.46 EUR).
- The parking fee is **20 PLN net per day per passenger car ( 5 EUR)** and **80 PLN net per day per coach/bus ( 20 EUR)**

\*The exchange rate used for EUR prices corresponds to the rate valid on the day the price list was set.

**c) Advance Payment**

Each participant (guest making a reservation) is required to pay a **30% deposit** within **7 days**, with the remaining balance due **3 weeks before the event**. Deposits are **non-refundable**.

**d) Deposit Payment for Participants Unable to Pay**

1. In the case of participants (guests making a reservation) who are unable to pay the deposit, **the Ordering Party undertakes to cover 20% of the total stay cost on their behalf by March 10, 2025**, with the remaining balance to be paid **on-site**. Deposits are **non-refundable**.

2. All conference room rental prices included in the Agreement are based on the rental period specified in the Event schedule and also include standard equipment (screen, projector, sound system, microphones, flipchart). Any additional room equipment or requests for extra devices must be submitted at least **14 business days** before the Event. The Contractor will charge the Ordering Party for any additional equipment. The conference room rented by the Ordering Party on **May 7, 2025**, is reserved from **12:00 PM to 10:00 PM** and costs 5,00 EURO.

3. All invoices, both personal and company-issued, will be prepared in accordance with **Polish law**, in the **Polish language**, and in **Polish Zloty (PLN)**, to be paid to the following account:

**Euro Account**

**ALIOR BANK**

**42 2490 0005 0000 4600 633 7958**

**SWIFT - ALBPPLPW**

4. The remuneration for the services performed by the Contractor that are not covered by the Order, including those described in § 1.4 of the Agreement and other costs related to the performance of the Service (hereinafter referred to as the "Additional Remuneration") shall be confirmed each time in writing (an e-mail version is acceptable) by the Ordering Party or persons indicated by the Ordering Party as authorized to submit additional orders. The Additional Remuneration will be calculated in accordance with the applicable price list of the Venue, to which the Ordering Party agrees.

5. After the Service has been provided, a final invoice will be drawn up as the basis for the invoice, which should be confirmed by the Ordering Party in writing (an e-mail version is acceptable). The Ordering Party may raise objections to the final invoice within 3 days of receipt. Failure to raise objections within the time limit specified in the previous sentence shall be deemed to be acceptance of the final statement by the Ordering Party. In the event that any objections are raised to the final account, the Parties undertake to cooperate in eliminating such objections to the benefit of both Parties. On the basis of the final settlement accepted by the Ordering Party, the Contractor shall issue a settlement invoice to the Ordering Party.

6. The settlement invoice shall be due 14 days from the date of its issue. The date of payment shall be deemed to be the date on which the Contractor's bank account is credited.

7. The Client agrees to receive invoices electronically at the following email addresses:

amaciejewski.karate@wp.pl, simokaratedo@gmail.com.

8. In the event that verbal, musical, choreographic or other copyrighted works are used during the Event without a licence from the author or producer, the Ordering Party shall pay the necessary fees to the copyrights managing society (e.g. ZAiKS, STOART).

**§ 4**

**CONTRACTOR'S LIABILITY AND COMPLAINTS**

1. The Contractor shall be liable for the non-performance or improper performance of the Service unless such non-performance or improper performance is caused solely by the actions or omissions of the Ordering Party or its Guests, the actions or omissions of third parties not participating in the execution of the Service



provided for in the Agreement, if such actions or omissions could not have been foreseen or avoided, or are caused by force majeure as defined in § 8(1) below.

2. Any complaints regarding the non-compliance of the Service with the Agreement must be submitted by the Ordering Party to the Contractor in writing (e-mail version is acceptable) within 48 hours of the completion of the Service. Failure to do so shall result in the loss of the right to pursue claims after the expiry of this deadline.
3. The Contractor is obliged to review the complaint within 7 business days from the notification by the Ordering Party.
4. Any complaints submitted by the Ordering Party shall not exempt the Ordering Party from the obligation to pay the Remuneration or Additional Remuneration.
5. The Contractor shall not be liable for any damages resulting from the lack of supply of electricity, gas, heating, water, or Internet not attributable to the Contractor, as well as restrictions in the supply of gas, heat, and electricity caused by the implementation of power supply limitations.

## § 5

### **ORDERING PARTY'S LIABILITY**

1. The Ordering Party shall be liable for any damage to the Contractor's property caused by the Ordering Party or its Guests during or in connection with the provision of the Service. If the behavior of the Guests exceeds the applicable standards of conduct, i.e., a Guest violates the Venue regulations, shows disrespect to other persons, or damages the property of other Guests or the Contractor, the Contractor reserves the right to intervene. In particular, the Contractor reserves the right to cancel the stay of such a Guest, terminate the event, or implement any necessary changes if it determines that the aforementioned standards have been violated.
2. The Ordering Party undertakes to cover any damage caused to the Contractor or third parties as a result of actions or omissions by the Ordering Party or its Guests. This applies both to tortious acts and the consequences of non-performance or improper performance of the Agreement. In this regard, the Ordering Party also undertakes to indemnify the Contractor against any third-party claims, in particular by making an appropriate financial payment.

3. The Ordering Party is obliged to inform its Guests that it shall not bear the costs of any additional services used by them that are not specified in the Order and not included in the information on changes to the scope of the Service, as referred to in § 1(6).

4. Each of the Ordering Party's Guests is required to pay for their service in cash or by credit/debit card at the time of ordering the service. Charging services to a room account is not allowed unless a credit card pre-authorization is completed at the reception upon check-in.

## § 6

### RIGHT OF WITHDRAWAL. AMENDMENT TO THE TERMS OF SERVICE

1. The Contractor may withdraw from the Agreement, either before or during the provision of the Service to the Ordering Party, by submitting an appropriate **written statement** to the Ordering Party if the execution of the Subject of the Agreement has become impossible due to circumstances **for which the Ordering Party is responsible**. Such circumstances include, but are not limited to:

- actions of the Ordering Party contrary to the agreements previously made by the Parties,
- exposing the Contractor to damage,
- non-compliance with the Venue's regulations by the Ordering Party or Guests,
- unjustified disruptions to the Venue's operations,
- inappropriate behavior of Guests,
- any other actions by the Ordering Party or Guests that make the performance of the Agreement excessively difficult or impossible.

2. The cancellation policy varies depending on whether the payment is made by individual guests or if the services are ordered by the Ordering Party.

#### a) For Individual Guests

##### Payment Terms:

- Individual guests make payments independently and receive a reservation confirmation, which includes detailed cancellation terms.

- Each participant (person making the reservation) is required to pay a 30% deposit within 7 days of making the reservation, and the remaining amount must be settled no later than 3 weeks before the start of the event.
- Failure to pay the deposit on time may result in automatic cancellation of the reservation.

Non-Payment:

- If the full amount is not paid by the specified deadline, the Contractor reserves the right to cancel the reservation, and the deposit remains non-refundable.

b) For Services Ordered by the Ordering Party

**Payment Terms:**

- The Ordering Party is responsible for payments related to the services they have ordered.
- Payment terms are specified in the Agreement and must be adhered to.
- The list of services ordered by the Ordering Party will be finalized by February 15, 2025.
- Service prices for the Ordering Party will be the same as for individual guests.

Cancellation Policy:

- Until February 15, 2025 – The Ordering Party may cancel all ordered services free of charge.
- Until March 15, 2025 – The Ordering Party may cancel 50% of the ordered services free of charge.
- Until April 15, 2025 – The Ordering Party may cancel 30% of the ordered services free of charge.
- Until April 25, 2025 – The Ordering Party may cancel 20% of the ordered services free of charge.
- From May 1, 2025 – Cancellation of ordered services is no longer possible, and the Ordering Party is obligated to pay the full amount for the ordered services.

Non-Payment:

- If payment is not made within the specified deadline, the Contractor reserves the right to cancel the ordered services, and all paid deposits will remain non-refundable.

§ 7

**CONFIDENTIALITY CLAUSE**

1. The Parties undertake to keep any information of a confidential nature obtained in connection with the negotiation, conclusion and implementation of this Agreement strictly confidential, except for information which is public by law.
2. The Parties shall at the same time undertake to ensure that the above information is kept confidential by their employees and collaborators acting for the respective Party. This obligation also implies an obligation to keep all commercial information confidential. Disclosure of any information falling within the scope of this paragraph requires the prior written consent of the other Party.

## § 8

### FORCE MAJEUR

1. For the purposes of this Agreement, force majeure shall be understood as an extraordinary, external and impossible to prevent and foresee event (e.g. strikes, disaster, natural calamity, war, epidemic, decisions of authorities, energy crisis, etc.). The Party to the Agreement, for which the performance of its obligations is hindered by the occurrence of force majeure, shall be obliged to immediately inform the other Party, under pain of losing the possibility to effectively invoke the occurrence of the aforementioned circumstances as a reason for exemption from liability for non-performance or improper performance of the Agreement.
2. In the event that the Ordering Party withdraws from this Agreement due to the occurrence of force majeure, the Ordering Party shall only be obliged to reimburse the Contractor for the costs incurred by the Contractor in connection with the preparation of the Event. In this regard, the Contractor shall provide the Ordering Party with a calculation of the aforementioned costs within 7 days from the date of withdrawal from the Agreement by the Ordering Party. The date of withdrawal shall be the date of delivery to the Party of the other Party's statement on withdrawal from the Agreement.

## § 9

### PERSONAL DATA PROTECTION

1. The administrator of the personal data of the Ordering Party and Guests is ARCHE S.A. with its seat in Warsaw, address: ul. Puławska 361, 02-801 Warsaw. The personal data of the Ordering Party and Guests shall be processed for the purpose of the execution, including settlement, of this Agreement with ARCHE on the basis of Article 6(1)(b) GDPR, as well as for the purpose of possible establishment, investigation or defence against claims, which constitutes the implementation of ARCHE's legitimate interest (Article 6(1)(f) GDPR). ARCHE will transfer the personal data of the

Ordering Party and Guests to other recipients entrusted with the processing of personal data on behalf of and for the benefit of ARCHE. ARCHE will share the personal data of the Ordering Party and Guests with other recipients, insofar as such an obligation arises from the law. The personal data of the Ordering Party and Guests shall be processed for the duration of the Agreement and until the fulfilment of legitimate interests, including the period of limitation of claims.

2. The Ordering Party declares that it has familiarized itself with the other information on personal data protection, which can be found at [www.arche.pl](http://www.arche.pl) under the Privacy Policy tab, and will provide this information to the Guests.

## § 10

### FINAL PROVISIONS

1. The Ordering Party undertakes to abide by the rules and regulations of the Venue, which can be found at the reception desk of the Venue or on the website of the Venue.
2. The following persons are authorized to be contacted regarding this Agreement:
  - a) For the Contractor:

Linda Terzić  
Mailing address: [karate@archenaleczow.pl](mailto:karate@archenaleczow.pl)
  - b) For the Ordering Party:

Aleksander Śimić  
Mailing address: Aleksandar Simic [simokaratedo@gmail.com](mailto:simokaratedo@gmail.com)
3. All notices, information, declarations made in the course of the performance of this Agreement shall be given by the Parties in writing, unless otherwise specified in the Agreement.
4. The Contractor may assign the rights and obligations under the Agreement to third parties without the prior consent of the other Party.
5. In matters not covered by this Agreement, the provisions of the Civil Code and other generally applicable laws shall apply.
6. Any disputes arising in connection with the performance of this Agreement shall be resolved amicably, and in the absence of agreement, by the court having jurisdiction over the Contractor's registered office.
7. The Agreement has been drawn up in two counterparts, one for each Party.
8. Annexes to the Agreement shall form an integral part of the Agreement.

**Ordering Party**

**Contractor**