

MANDATE AGREEMENT (for individuals)

Executed per the provisions of § 2430 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended

So that all matters between us may be as they should, we have prepared this agreement, which will guarantee you the conditions of our collaboration. For our part, this agreement allows us to be certain, once we begin working on your case, that we will be compensated for the work we do if we succeed.

Though we have tried to write everything in the simplest language possible, in the event that something does not make sense to you, please do not hesitate to contact us - we will be happy to explain!

What is the purpose of this agreement and what you sign?

We are offering you our services, where we will attempt to obtain compensation owed to you as part of a flight that did not go as planned. The conditions that make it possible for you to request compensation from the air carriers are described in Regulation (EC) No 261/2004 of the European Parliament and of the Council in the current valid version or as amended by other legal regulation or other contractual conditions.

Our services are **completely free of charge** for claiming compensation for incorrectly performed flights, **up to the moment of your successful compensation**; that is, up to the moment when we obtain compensation for you and send it to you ourselves or have it sent to you by the air carrier. If we are unable to obtain compensation for you, then our services are completely free of charge.

All explanations of terms or relationships, as well as how it all works, are given in our General Terms and Conditions of SkyCloud, which you can find at www.claimcloud.cz, or www.claimcloud.sk, or you can view them [here](#). Based on this, by signing this Agreement, you are giving us an order to provide you with compensation for air transportation, and we undertake to obtain the Order under the terms of this Agreement.

What do you and we commit

So that we can negotiate with the air carrier on your behalf, we need for you to cooperate with us and we will need a **power of attorney from you**. Without this we are unable to do anything for you. For this reason, if you are interested in using our services, you undertake to send us this power of attorney when we request it from you, to send other documents that we will need in order to negotiate successfully, or documents requested by the air carrier - typically your passport, air ticket, or electronic flight reservation. (This is described in the provisions of § 436 et seq. of Act No. 89/2012 Coll., the Civil Code).

It can happen that the air carrier will not wish to pay your compensation, even though we are certain that they should. In this case we may use the services of an attorney/provider of legal services. **If we decide to do this, there is no need to worry, you will not pay anything for a legal representation, even in the event of unsuccessful litigation before the court. Together with the power of attorney granted to us, you have also granted a power of attorney for the lawyer of the cooperating law firm. You authorize us to instruct this lawyer if we choose to do so by this order.** (This is described in Section 438 and Section 439 of Act No. 89/2012 Coll., The Civil Code, where we agreed that we and the law firm can act independently on our instruction only).

So that we can be sure that we have everything in hand and that no one will interfere with our negotiations during our work, you promise while this agreement is in effect **that you will not communicate with the air carrier on your own or through another party in an attempt to obtain the compensation for which the**

power of attorney and this agreement have been signed. If this happens, or worse yet, if our negotiations fail because of it, we are entitled to require of you our part of the compensation as if we had obtained the compensation for you, and at the same time we are entitled to claim any damages incurred from you – such as services provided by a lawyer, legal costs, etc.

For our part, we promise to do the maximum, to make use of all available information, and to proceed with due professional care in order to obtain the maximum possible compensation available to you given the circumstances of the flight in question.

How our payment works

If we are the ones who send you the financial compensation, you consent that we will deduct our payment **prior to sending the amount to your bank account.** You will then receive your part of the compensation to your bank account within 30 (thirty) days of adding your banking coordinates to their quest. At the same time, we will send you an invoice for information purposes only, which will no longer need to be paid.

If your compensation is sent to you directly by the air carrier to your bank account, we will send you an invoice for our share of the payment and we will await payment of it by the due date. We will proceed in the same way if compensation is provided in the form of frequent flyer miles or gift certificates.

The calculation of our payment in successful cases is easy. From the total amount that we recover get for you, we deduct our reward according to the current price list on the site www.claimcloud.cz, or www.claimcloud.sk.

In case of a claim for delayed, lost or damaged baggage, we are entitled to a fixed remuneration of EUR 12 if negotiations with the airline are initiated based on delivered and signed documents of the power of attorney regardless of the outcome of the negotiations.

Negotiating with airlines varies on an individual basis, and as a result it is impossible to specify the exact duration of resolving the individual cases. For this reason we are executing this **agreement for an indefinite period.** Simply stated, until your case is closed due to successful or unsuccessful compensation and payment to your account or payment of our fee for successful compensation.

This contract may be terminated by mutual agreement or withdrawal due to a substantial breach of contractual obligations of either party or by notice, which is subsequently governed by the General Terms and Conditions of the Company. The notice period amounts to three months from the date of delivery of written notice of withdrawal to the party of the second part.

Necessary legal provisions

Contractual relationships not explicitly governed by this agreement are subject in particular to the appropriate provisions of the Civil Code, legal regulations stipulated by Czech law, and the Terms and Conditions.

The contracting parties declare that they agree with the contents of this agreement and the Terms and Conditions, that this agreement has been executed intentionally, comprehensively, and on the basis of their true and free will, and not under duress or under otherwise disadvantageous conditions.

Contracting parties:

Mr./Ms.

(hereinafter referred to as the “principal”)

Other persons represented by the principal: Mr./Ms.: Principal

On

Signature of principal