

GENERAL BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF CONSULTING SERVICES

1 General Provisions

- 1/1 These general terms and conditions for the provision of services ("**Terms**") by RSM CZ a.s., with its registered office at Karolinská 661, Prague 8, Postcode: 186 00, ID No.: 63998581, entered in the Commercial Register with the Municipal Court in Prague, Section B, File 3439 ("**Adviser**"), govern the relationships between the Adviser and its contractual partner ("**Client**") (the Adviser and the Client are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**"). The Adviser is a member of RSM International, a network of independent accounting and consulting firms, each providing its services independently. The RSM International network is not itself a separate legal entity in any jurisdiction. The network is administered by RSM International Limited. The RSM brand and trademark, along with other network members' rights relating to intellectual property, are owned by the RSM International Association. The purpose of these Terms is to regulate the relationships referred to above to avoid any disputes and to inform the Client of the basic principles of the provision of services by the Adviser.
- 1/2 The Adviser provides in particular tax, accounting, payroll, corporate finance, corporate services, expert valuation and other valuation-related services. The provision of each of the services listed in the previous sentence shall be subject to the general provisions of these Terms and special provisions of these Terms governing the provision of a specific service / services to the Client; special provisions of these Terms that regulate the provision of individual services that are not provided to the Client shall not apply.
- 1/3 These Terms are solely intended for, and shall apply only to, the Client entering into an agreement for the provision of consultancy with the Adviser, and the Client shall be the only party entitled to invoke the rights arising from these Terms against the Adviser. If the subject-matter of the Agreement includes also the provision of services by the Adviser to ensure the performance of the office of a company's directors and officers, the party to the Agreement besides the Client shall also be the company in which the Adviser ensures the performance of the office of directors and officers ("**Company**"). If the Company is a party to the Agreement besides the Adviser and the Client, the Terms are also intended for the Company, provided that the Terms expressly stipulate so.
- 1/4 The Client expressly agrees that although the agreement for the provision of consultancy is entered into between the Client and the Adviser, these Terms shall also apply to the legal relationship between the Client and an employee of the Adviser who has been authorised by the Client in person to perform any of the tasks under the agreement.
- 1/5 In accordance with the provision of Section 1751 of Act No. 189/2012 Sb., the Civil Code, as amended ("**Civil Code**"), the Terms form an integral part of the agreement for the provision of services made between the Adviser and the Client ("**Agreement**").
- 1/6 Legal relationships arising from the Agreement and these Terms that are not expressly regulated by the Parties shall be governed by the applicable laws of the Czech Republic, in particular, the applicable provisions of the Civil Code, Act No. 523/1992 Sb., on Tax Consultancy and the Chamber of Tax Advisers of the Czech Republic, as amended (the "**Tax Consultancy Act**"), Act No. 262/2006 Sb., the Labour Code, as amended ("**Labour Code**"), Act No. 563/1991 Sb., on Accounting, as amended ("**Accounting Act**"), Act No. 254/2019 Sb., on Valuers, Valuation Offices and Valuation Institutes, as amended ("**Valuers, Valuation Offices and Valuation Institutes Act**"), the Decree No. 503/2020 Sb., on the Performance of Valuers' work, as amended ("**Decree on the Performance of Valuers' work**"), Act No. 151/1997 Sb., on Asset Valuation and on Amendments to Certain Acts ("**Asset Valuation Act**"), as amended, Decree No. 441/2013 Sb., implementing the Asset Valuation Act (Valuation Decree), as amended ("**Valuation Decree**"), and other laws and generally binding regulations. The interpretation of the Terms and the Agreement shall be governed first by the provisions of the Civil Code or other legal regulations as a whole and only then by the applicable trade usage (that is, also the provisions of such regulations that are not of a coercive nature take priority over the trade usage). The Parties do not wish any rights and obligations to be implied beyond the scope of the express provisions of the Terms and the Agreement from the current or future practice established between the Parties or the established practice in general or the practice in the business related to the object of this Agreement unless it is expressly agreed otherwise in the Terms or the Agreement. In addition to the above, the Parties confirm to each other that they are not aware of any trade usage or practice existing between them.
- 1/7 This Agreement is entered into by the Parties as an agreement between entrepreneurs as defined in Section 420 (1) of the Civil Code and in connection with their own business within the meaning of Section 433 of the Civil Code.
- 1/8 If the Agreement contains no covenant on the provision of a specific service by the Adviser, or if there is no Agreement between the Adviser and the Client, the Adviser shall provide the service based on a written order from the Client (unless the Adviser accepts an order communicated via e-mail or verbally). In such a case, the rights and obligations of the Adviser and the Client shall be governed by the order

and these Terms. Where the term “Agreement” is used within these Terms, it shall also mean the relationship between the Parties under this provision, unless expressly stated otherwise in each case.

- 1/9 In the case of inspections by tax or other similar authorities, the Adviser is ready to provide the Client with tax consultancy services related to such an inspection based on the Client's order. The Client acknowledges that the Adviser shall be entitled to a fee for such services as specified in Article 5 hereof, which shall also apply to the matters which were the subject of the services provided by the Adviser to the Client in the past.
- 1/10 Results of services provided by the Adviser to the Client in any form and marked by the Adviser as working, preliminary, indicative or draft versions, or bearing an indication with a similar meaning, or which imply, considering the circumstances, that they do not represent the final versions of the Adviser's outputs (“**Preliminary Outputs**”) are not intended for the Client to make any decisions or take any steps or to act in any way in accordance with the information contained therein.

2 Rights and Obligations of the Adviser

- 2/1 When providing its services, the Adviser shall be bound by the law and other binding regulations and, to the extent thereby permissible, by the Client's instructions.
- 2/2 The Adviser shall, in particular:
 - (a) protect the Client's rights and legitimate interests;
 - (b) consistently use all legal means and apply anything that, to the best of the Adviser's belief and according to the Client's instructions, is considered beneficial;
 - (c) keep the Client informed about the performance of the Agreement, usually verbally in personal meetings or via telephone, unless the nature and significance of the matter requires written form of contact;
 - (d) notify the Client of any material facts ascertained during the performance of the Agreement which, in the Adviser's opinion, may effect a change in the Client's instructions.
- 2/3 The Adviser shall designate an employee of the Adviser responsible for providing tax consultancy services to the Client and shall inform the Client of that employee's contact details without unreasonable delay after entering into the Agreement.
- 2/4 The Adviser undertakes not to concurrently provide any tax consultancy and valuation services to any third party on the same or a related matter in which a conflict arises between the interests of the matter in hand and the interests of the Client, unless the Client has granted the Adviser express consent to such an act.
- 2/5 The Adviser shall be entitled to provide services to third parties that are competitors of the Client. The Adviser shall also be entitled to provide services to third parties in matters in which the Client may have an interest, unless the Adviser concurrently represents the Client's interests in the specific matter, such as company restructuring, joint ventures, acquisitions, financing, bankruptcy and settlement, representation before administrative authorities, and reorganisations. The provision of Article 2/4 hereof shall not be affected hereby.
- 2/6 In the absence of a provision to the contrary, the Adviser shall keep all documents related to the services provided to the Client for five (5) years. The Adviser shall be entitled to destroy the documents after the expiry of the period.
- 2/7 If the services provided involve an international element, the Adviser shall be entitled to consult members of international associations of consultancy firms, of which the Adviser is a member, about such matters and shall submit a fee proposal for approval by the Client before commissioning tasks from such parties.

3 Obligations of the Client

- 3/1 The Client shall, in particular:
 - (a) provide the Adviser with all documents, materials and other information which, in the Adviser's opinion, are necessary for due performance of the Adviser's obligations under the Agreement and which are requested by the Adviser;
 - (b) provide the Adviser with all other assistance as requested by the Adviser, such as granting powers of attorney, providing explanations, and allowing access to the Client's management and other employees to the required extent;

- (c) pay the agreed fee as and when due; and
 - (d) inform the Adviser, without undue delay, about any and all changes in documents, information and other materials which were provided to the Adviser for the purposes of the provision of services under the Agreement;
 - (e) give the Adviser and the Company's officers and directors Proper Instructions as defined in Article 12/3 below which are necessary for the provision of services by the Adviser.
- 3/2 The Client acknowledges that unless the contrary is ascertained by the Adviser in a specific case, the information and materials provided by the Client are deemed complete, correct and true.
- 3/3 At the Adviser's request, the Client shall provide the Adviser with a written statement signed by a person/persons acting on behalf of the Client, which shall confirm verbal explanations and information provided by the Client during the provision of services, and shall also confirm the fact that the Client has provided the Adviser with all requested information and documents in a complete and non-misleading form.
- 3/4 The Client acknowledges that the Adviser, as a member of the RSM International network associating independent accounting and consulting firms, each of which practices in its own right, is entitled - during the course of contractual negotiations with the Client - to request information from the Client that is necessary for the assessment of whether the Client meets the acceptance criteria of RSM International, laying down the essential requirements for the quality of clients of members of the RSM International network ("**Acceptance Criteria**"). In assessing the Acceptance Criteria, the Adviser may also request information from the Client as to whether the Client, an individual, or the Client's owner, an individual, is a US tax resident. If any information provided by the Client to the Adviser for the assessment of compliance with the Acceptance Criteria proves to be incomplete, inaccurate or misleading and, as a result, it is proved that the Client fails to comply or only partly complies with the Acceptance Criteria, the Adviser shall be entitled to withdraw from the Agreement. The provisions of Article 7 of the Terms and Conditions shall apply to withdrawal from the Agreement for this reason.
- 3/5 The Client is required to provide the Adviser with all information and documents necessary for the fulfilment of the Adviser's duties under Act No. 253/2008 Sb., on Certain Measures against the Legitimation of Proceeds of Crime, as amended, particularly the prescribed identification data and information concerning the Client's officers and directors and information on the change of data on the Client's beneficial owner and, as the case may be, a binding written statement regarding such data and information. If the Client fails to comply with the obligation under the previous sentence or if the Adviser assesses the Client as a risk upon inspection or identification, the Adviser is entitled to withdraw from the Agreement. The provisions of Article 7 of the Terms and Conditions shall apply to withdrawal from the Agreement for this reason.
- 3/6 If the Client is in delay with the provision of the assistance under Article 3/1 hereof, the initially specified deadlines for performance on the part of the Adviser shall be extended accordingly.
- 3/7 The Client acknowledges that all original materials prepared during the provision of services under the Agreement are subject to copyright and are, as such, protected under Act No. 121/2000 Sb., on Copyright, Rights Related to Copyright and on Amendments to Certain Acts ("**Copyright Act**"), as amended, and the Client is entitled to use such materials only for the purpose arising from the Agreement, while the use for other purposes shall be allowed under a written licence agreement only.
- 3/8 The Client further acknowledges that it shall be the sole person responsible for any and all decisions made based on the services provided by the Adviser.
- 3/9 The Client agrees that it shall not assign and transfer any of its claims from the Adviser to any third party without the Adviser's prior written consent. For the avoidance of doubt and for the purposes of this provision, the written form is not deemed to mean an e-mail or any other electronic message.
- 3/10 The Client agrees that it shall not offer employment to employees or persons whose relationship with the Adviser is similar, or who cooperate with the Adviser, while participating in provision of services to the Client. The Client also agrees that it shall not use the services of such a person for the period of 12 months following the date when such a person stops participating in the provision of services to the Client, irrespective of whether such services are provided independently or via a third party. If the Client fails to comply with this obligation, the Adviser shall be entitled to claim a contractual fine of CZK 500,000. Payment of the contractual penalty under this Article shall not prejudice the Adviser's right to damages. If the contractual penalty is reduced by a court, the right to damages shall subsist to the extent to which the damage exceeds the amount determined by the court as reasonable without any further limitations.

4 Confidentiality

- 4/1 The Parties shall be obliged to maintain confidentiality of all facts the disclosure of which could damage the reputation of the other Party or cause the other Party any material or other damage.
- 4/2 All confidential facts learned by either Party about the other Party in the negotiations concerning the conclusion, execution, and performance of the Agreement, particularly the documentation submitted by the Client and the data of the Client and its customers and other information designated as confidential, unless being a trade secret, constitute the confidential information. The Parties undertake to maintain confidentiality of all confidential information and trade secrets of the other Party, as well as of security measures the disclosure of which would endanger the security of trade secrets, confidential information or personal data of customers or business partners of the other Party (hereinafter the **"Proprietary Information"**).
- 4/3 The confidentiality obligations shall not be deemed to have been breached if the Proprietary Information has been:
- a) relieved of the confidentiality obligations with the written consent of the other Party;
 - b) provided to the persons legally bound by confidentiality obligations at least to the extent under this Agreement and these Terms and Conditions;
 - c) used in accordance with the Agreement and these Terms and Conditions in connection with the provision of consultancy services;
 - d) made publicly available or disclosed otherwise than by any breach of obligations of either Party;
 - e) known to the recipient demonstrably before being disclosed by either Party;
 - f) provided to the extent necessary to the authorities or persons being entitled to receive the information under the applicable legislation; or;
 - g) used by either of the Parties to protect its legitimate interests, in particular in proceedings before a public authority.
- 4/4 The Adviser's employees or agents shall maintain the confidentiality obligation to the same extent as the Adviser. The confidentiality obligation shall also be binding on the legal successors of the Parties.
- 4/5 The Parties undertake to limit the number of employees who need to know the confidential information and shall take effective measures to prevent the disclosure of information. The Parties further undertake to ensure that all the acquired documents are properly recorded.
- 4/6 The confidentiality obligation concerning the confidential information shall be in effect for two (2) years from the provision of the confidential information.
- 4/7 Should either Party learn that any of its employees or subcontractors have breached the confidentiality of information in any way, such Party shall inform the other Party thereof immediately and provide the other Party with all reasonable assistance in any proceedings which the other Party may initiate against such employees or subcontractors.
- 4/8 The Adviser shall remain bound by the confidentiality obligation even after it loses its authorisation to perform services and/or after the termination of the legal relationship arising from the Agreement.

5 Adviser's Fee

- 5/1 Unless the Agreement sets out the Adviser's fee at a flat rate regardless of the particular time extent of works or otherwise fixed fee, the Adviser shall be entitled to a fee for the provision of services to the Client, in the amount calculated according to the time spent by individual employees of the Adviser while providing the services to the Client multiplied by the hourly rate applicable to the position of the respective employee. The price list of services provided by the Adviser forms an annex to the Terms and Conditions (hereinafter the **"Price List"**). The Adviser reserves the right to increase the rates specified in the Price List, but never by more than 10% of the initial rate. The Adviser shall inform the Client about any change in the rate of fee in the Price List by email at least fourteen (14) days prior to the effect of such changes. If the Client does not agree with the intended change, the Client shall be entitled to terminate the Agreement by giving a written notice of termination until the effective date of the proposed change. In that event, the termination notice becomes effective and the contractual relationship established by this Agreement will be terminated on the effective date of the change. The amounts listed in the Price List are

given exclusive of value added tax. Should any law or other legal regulation in some cases require the Client to make any deductions from payments sent to the Adviser, the Client shall be obliged to send the Adviser without delay an additional amount so that the Adviser receives the payment of the agreed amount, i.e. irrespective of any deduction required by the law or other legal regulation. At the same time, the Client shall demonstrate to the Adviser the proper settlement of relevant deductions in accordance with the applicable legal regulations.

- 5/2 The Client acknowledges that, unless the Agreement expressly provides otherwise, neither the determination of the Adviser's Fee nor the Client's obligation to pay the fee is conditional on the results or final conclusions arising from the provision of services. The Client further acknowledges that when providing the services of the appointment of officers and directors, the Client is obliged to pay the Adviser's fee for the entire period during which the Company's officers and directors fulfil the duties imposed on officers and directors by applicable laws, even if the Client does not give the Adviser and the Company's officers and directors with Proper Instructions under Article 12/3 hereof or any other assistance which the Client is obliged to provide under the Agreement and the Terms, until the due termination of the contractual relationship between the Adviser and the Client in accordance with the Agreement and the Terms. In such a case, the Adviser's fee shall be determined on the basis of the time spent by the Adviser's employees providing services to the Client multiplied by the applicable hourly rates for the position to which the person is assigned, as specified in the Price List. The Adviser is also entitled to the reimbursement for costs under Article 5/3 hereof.
- 5/3 In addition to the fee under Article 5/1 hereof, the Adviser shall be entitled to the reimbursement for meaningful expenses incurred to the extent set out in the Price List. The Adviser shall be entitled to expend costs in connection with the services provided to the Client (such as postal and courier services, duty stamps and taxi) at fair market rates without further approval from the Client. If the Adviser concludes that it is necessary to expend costs to an extent exceeding fair market rates, the Adviser shall notify the Client accordingly. In such a case, the Client shall pay such costs in advance at the Adviser's request. The Client acknowledges that all cost estimates made by the Adviser are for reference only and the Adviser bears no responsibility if any estimate is exceeded.
- 5/4 Irrespective of the agreed fee, the Adviser shall keep records of the hours spent by the Adviser's employees involved in providing the services. If the provision of services is terminated for any reason before completion of the work for which a fixed fee has been agreed, the Adviser shall be entitled to a fee for the work performed based on the hourly rates and the records referred to in the previous sentence but up to the maximum of the agreed fixed fee. In addition, the Adviser shall be entitled to the reimbursement for costs under Article 5/3 hereof.
- 5/5 If it becomes apparent on the basis of the Adviser's records under Article 5/4 hereof during the course of provision of the services by the Adviser to the Client that the scope of the work necessary to complete the provision of such services, as initially anticipated during the negotiations for the terms of the Agreement, will be exceeded due to the state of the documents presented for the purpose of the task or for any other objective reason and, as a result of which, the value of the work performed by the Adviser's employees, calculated based on the time spent by the Adviser's employees involved and their hourly rates, will exceed the Adviser's agreed fixed fee by more than 10%, the Client shall, upon written request of the Adviser, enter into negotiations with the Adviser for an amendment to the Agreement with the aim of arranging a new fee for the services.
- 5/6 The Client acknowledges that the Adviser is entitled to require the Client to make an advance payment on the fee under Article 5/1 hereof ("**Advance**") upon entering into the Agreement or at any time during the provision of the pursuant to the Agreement. If the Adviser requests the Client to pay the Advance, the Adviser may commence providing the services pursuant to the Agreement or to continue providing the services pursuant to the Agreement only after the Client settles the Advance in full based on an advance invoice issued by the Adviser.
- 5/7 Unless expressly agreed otherwise in the Agreement, the Adviser's fee as well as any other payments, in particular the reimbursement for costs shall be paid monthly by the Client on the basis of invoices issued by the Adviser. The invoices shall be due and payable within seven (7) days of delivery unless another deadline is stated on the invoice. If any part of the fee or meaningful expenses is disputed, the obligation of the Client to pay the remaining, undisputed part of the fee and the meaningful expenses respectively shall not be affected thereby. The Client acknowledges that if the Adviser's fee is paid by the Client from a bank account kept in a currency other than the Czech crown, all bank charges associated with the payment shall be paid by the Client.
- 5/8 If the Client defaults on the payment of an invoice under Article 5/7 hereof, the Client shall pay to the Adviser default interest at a statutory rate. Claiming compound interest is permitted. The Adviser shall be entitled to claim compensation from the Client for all costs incurred in connection with claiming amounts due and unsettled by the Client by the due date. The Adviser shall be entitled to satisfy its claims arising from payments due and unpaid by the Client by the due date by a unilateral set-off against the Client's funds provided by the Client as advance payments in the same or in any other matter related to the due payment, or for any other purpose, or against funds deposited

by the Client or any other person for the Client's benefit in custody with the Adviser, if the possibility of set-off is not prohibited by applicable laws. The Adviser shall notify the Client of the set-off without undue delay.

- 5/9 If the Client defaults on the payment of an invoice under Article 5/7 hereof, the Adviser shall be entitled to seize documents and any other things received from the Client or any other person for the benefit of the Client in connection with the services under the Agreement and shall be entitled to suspend the provision of the services to the Client until the Client fulfils all of its obligations arising from the Agreement and the Terms.
- 5/10 The Adviser shall be entitled to unilaterally set off any of its claims against the Client against a reciprocal claim of the Client. The Parties exclude the application of Section 1987 (2) of the Civil Code in respect of the claims against the Client and agree that even an uncertain and/or indefinite claim against the Client may be set off. If the Client has more debts owed to the Adviser, any performance shall be set off first against a debt determined by the Adviser irrespective of what debts have been the subject of a reminder notice.
- 5/11 The Client is required to contact an employee of the Adviser employee responsible for the provision of services to the Client under Article 2/3 hereof with respect to any unclear matters or objections against the invoices by the end of the calendar month following the month in which the invoice is sent to the Client; otherwise the Client shall be deemed to have no comments on, or objections against, the invoices.
- 5/12 If after the Adviser has duly discharged all of its obligations arising from the Agreement and the Client requires the Adviser to provide additional services related to the services provided by the Adviser under the Agreement, the Adviser shall be entitled to a fee for such additional services based on the time spent by the Adviser's employees involved providing such additional services, multiplied by the applicable hourly rate as specified in the Price List depending on the seniority of the employees involved. In such a case, the Adviser shall also be entitled to the reimbursement for costs under Article 5/3 hereof.

6 Damages

- 6/1 The Adviser shall be liable for damage incurred by the Client in connection with the provision of services if caused by the Adviser. The Adviser shall have, and shall maintain in force throughout the term of the Agreement, a policy of insurance with a reputable insurer covering liability for damage arising from the provision of services. Compensation for damage caused by the Advisor to the Client in connection with the provision of services under the Agreement is payable within 30 days of receipt of the Client's written request to the Advisor for payment of proven damage, but in case the damage covered by insurance not before the Advisor has been provided with insurance benefits in connection with the damage caused.
- 6/2 If the Client is informed of any decision that may give rise to the Adviser's liability for damage under the Agreement, the Client shall notify the Adviser accordingly within three (3) business days of the day on which the Client becomes aware of the information and shall provide the Adviser with all necessary assistance in preparing and filing a remedy or any similar measure against the decision.
- 6/3 The Client shall be responsible for the correctness, veracity and completeness of all information submitted to the Adviser. The Client shall also be responsible for the validity of all documents and their compliance with the law, unless the Client expressly requires the Adviser to check the documents. If the Client incurs any damage during the provision of services by the Adviser as a result, even partly, of incorrect, untrue or incomplete information submitted to the Adviser, any damage incurred shall be assessed under Section 2918 of the Civil Code.
- 6/4 The Adviser shall not be responsible for any damage incurred by the Client in connection with the services if:
- (a) the Client deviates from a procedure suggested by the Adviser in a written analysis / result stated in an expert opinion;
 - (b) the Client has been notified by the Adviser of the risks arising from differing interpretations of the law by courts, arbitration tribunals, state administration bodies and other authorities, and yet proceeds in a manner which has been described as risky by the Adviser;
 - (c) the damage results from amendments to laws or their generally accepted interpretations which come into effect during the provision of the services and if the Client follows the advice and recommendations of the Adviser before such amendments become effective;
 - (d) the damage has been incurred as a result of steps taken based on information contained in a Preliminary Output provided to the Client;
 - (e) the Client fails to fulfil its obligation under Article 6/2 hereof in a due and timely manner, which prevented the Adviser from applying for a remedy in time or taking any similar measure against the decision;
 - (f) the Client fails to allow the Adviser to attempt to prevent the occurrence of damage or to limit the amount thereof;

- (g) caused by a decision of the Client based on an expert opinion if the Client fails to prove the fault of the Adviser during the preparation of the expert opinion;
- (h) the damage is incurred by third parties as a result of using information provided to the Client by the Adviser under the Agreement;
- (i) the damage is incurred as a result of a failure to provide a requested document or information, or as a result of this information or document being incorrect, incomplete or misleading, or as a result of the Client's failure to inform the Adviser about changes in the documents and information in time;
- (j) the damage is incurred as a result of the publication of information provided by the Client if the publication is required by applicable laws or under a decision of a court or an administrative body; and
- (k) the damage is incurred due to technical causes outside the Adviser's control, particularly such as power cut, Internet failure, failure or misuse of electronic communication networks that are not under the Adviser's direct control, and for reasons on the part of a data box operator.

6/5 The Adviser shall not be obliged to compensate the Client for damage incurred in connection with the provision of services under the Agreement if the Adviser proves the existence of circumstances under Article 6/4 hereof and/or the existence of circumstances excluding liability within the meaning of Section 2913 of the Civil Code. Such circumstances exclude the possibility of the occurrence of any claim by the Client for damages from the Adviser.

6/6 In accordance with Section 2898 of the Civil Code, the Client and the Adviser have agreed that the Adviser's liability for damage incurred by the Client in connection with the provision of services by the Adviser under the Agreement shall be limited, providing that the Adviser is only required to indemnify the Client for damage to the following extent:

- (a) up to the amount equal to the total fee paid under the relevant Agreement under Article 5/1 of the Terms where one-off services are provided; or
- (b) up to the fee paid under the relevant Agreement under Article 5/1 in the last six months before the occurrence of the damage where the services are provided periodically;

this limitation does not apply to damage caused to the Client's natural rights and to damage caused intentionally or by gross negligence.

6/7 If the Client receives services on the same issue from a third party and unless the Parties have agreed otherwise, the Adviser shall be liable only for damage caused by the Adviser within the scope of its part of the services, without prejudice to the validity of Article 6/6 of the Terms. If a different extent of liability for damage caused during the joint provision of services has been agreed between the Client and the third party providing services to the Client in the same matter, the arrangement shall only have an impact on the liability of the third party providing the services without affecting the liability of the Adviser. If the Client and a third party providing services to the Client agree upon a limitation of liability for damage caused by the provision of services, the Client shall not be entitled to claim the full amount of compensation for the damage from the Adviser exceeding such limitation but only for a proportional amount corresponding to the fault on the part of the Adviser. If liability for damage caused by the provision of services has been extended between the Client and a third party providing services to the Client, the Client shall have a right to claim damages from the Adviser only to the extent agreed between the Client and the Adviser on a pro-rata basis corresponding to the fault on the part of the Adviser.

7 Term and Termination of the Relationship between the Client and the Adviser

7/1 Unless stated otherwise, the Agreement is concluded for an indefinite period. The contractual relationship between the Adviser and the Client shall be discharged by agreement of the Parties, performance, notice of termination, or by rescission pursuant to the following provisions hereof. If the contractual relationship between the Adviser and the Client has been agreed for a definite period, it shall be discharged upon the expiry of the period or by performance.

7/2 The Agreement may be terminated on written notice served by either Party at any time throughout the term of the relationship agreed for an indefinite period. In such a case, the relationship under the Agreement shall be terminated following the expiry of a four-month notice period commencing on the first day in the month following the month in which the notice is delivered to the other Party. During the notice period, the Adviser shall be entitled to the agreed fee or the fee calculated based on the hourly rates and time spent by the Adviser's employees involved performing activities for the Client but equal at least to the average of the last three monthly fees charged by the Adviser to the Client for the provision of the services or, where no fee was charged to the Client for the period of three months, an amount equal to the last monthly fee charged for the provision of the services.

- 7/3 The Adviser may terminate the Agreement or sub-performance provided as part of the services under the Agreement if:
- (a) a breach of trust occurs between the Adviser and the Client;
 - (b) the Client fails to provide necessary assistance;
 - (c) the Client fails to make any payment required under the Agreement or the Terms as and when due;
 - (d) the Client becomes an unreliable VAT payer within the meaning of Section 106a of Act No. 235/2004, on Income Taxes (Income Taxes Act);
 - (e) the Client is declared insolvent; or
 - (f) for the reason specified in Articles 3/4 and 3/5 of the Terms.
- 7/4 Unless agreed otherwise between the Adviser and the Client, or unless the Client takes any other measure, the Adviser shall take immediate action within fifteen (15) days of the day on which the Client is notified of the termination of the Agreement or sub-performance so that the Client's rights or legitimate interests are not harmed. This shall not apply if the Client expressly waives this obligation.
- 7/5 The Client is entitled to terminate the Agreement with immediate effect if it ascertains that the Adviser acts in a manner that damages its legitimate interests.
- 7/6 The Adviser's termination of the Agreement or sub-performance provided as part of the services under the Agreement in accordance with Articles 7/3 and 7/5 hereof shall be effective upon delivery of a written termination notice to the Client. The termination shall not become effective before the Adviser discharges its obligation under Article 7/4 hereof.
- 7/7 The Parties have agreed that the lapse of the additional period granted by either of the Parties for the fulfilment of a contractual obligation on which the other Party defaults shall not render the Agreement terminated even if the non-breaching Party notifies the other Party that it will not extend the additional period for performance.
- 7/8 If the Agreement is discharged in any manner specified above or for the reason under Article 16/8 hereof, the Parties shall render a summary account and settlement of debts and claims arising from the Agreement under Article 5/4, the second and the third sentences hereof, no later than by the end of the month following the month in which the Agreement is discharged.

8 Tax Consultancy

- 8/1 Tax consultancy means services provided by the Adviser to the Client within the meaning of the Tax Consultancy Act, i.e. the provision of legal assistance and financial and economic advice on taxes and charges or any other issues directly related to taxes under the Agreement or based on the Client's order under Article 1/8 hereof.

9 Accounting Consultancy

- 9/1 Accounting consultancy means bookkeeping and accounting consultancy services, i.e. the provision of advice and consultancy in respect of the Client's duties arising from, *inter alia*, the Accounting Act, charts of accounts laid down therein, accounting principles and other regulations of the Ministry of Finance of the Czech Republic, or from the Civil Code, under the Agreement, or based on the Client's order under Article 1/8 hereof.

10 Payroll Consultancy

- 10/1 Payroll consultancy means payroll processing and payroll consultancy services, i.e. the provision of advice and consultancy in respect of the Client's duties arising from, *inter alia*, the Labour Code and other related regulations of the Ministry of Finance of the Czech Republic, or from the Civil Code, under the Agreement, or based on the Client's order under Article 1/8 hereof.

11 Corporate Finance Consultancy

- 11/1 Corporate finance consultancy means in particular consultancy on business transactions, acquisitions, company restructuring, including due diligence exercises preceding such transactions and coordination thereof, project financing, and restructuring as provided under the Agreement or based on the Client's order under Article 1/8 hereof.

12 Corporate Services

- 12/1 For the purposes of the Terms, corporate services mean in particular services associated with (i) the incorporation, operation, and termination of activities of companies under Czech law, mainly the sale of shelf companies, registered office services, registration of changes in the Commercial Register, appointment of directors and officers, winding up companies in accordance with Czech law, (ii) brokerage of the sale and purchase of foreign shelf companies, (iii) bookkeeping, (iv) the provision of accounting consultancy (i.e. advice and consultations in respect of the Client's or the Company's duties arising, *inter alia*, from Act No. 563/1991 Sb., the Accounting Act, as amended, charts of accounts and accounting procedures arising therefrom, and other legal regulations of the Ministry of Finance of the Czech Republic or the Commercial Code, where applicable, and/or (v) any other services as specified in the subject-matter of the Agreement or the order placed by the Client under Article 1/8 hereof.
- 12/2 In providing the services, the Adviser shall not be bound by the Client's instructions that:
- (a) are in conflict with the law;
 - (b) exceed the scope of the Company's business;
 - (c) are in contravention of any provision of the Company's Articles or Memorandum of Association, a resolution of its shareholders, or a resolution of the board of directors;
 - (d) give rise to any civil or criminal liability or a risk of criminal prosecution in any jurisdiction.
- 12/3 Neither the Adviser nor the Company's officers shall bear any responsibility for following the instructions received by the Adviser or a Company's officer or director in respect of any matter relating to the provision of the services by the Adviser (either in writing, via e-mail, or by phone) from the Client as a shareholder of the Company or from such persons that are indicated by the Client as a shareholder of the Company in the Agreement as persons authorised to give instructions ("**Proper Instructions**").
- 12/4 If the Client wishes to change the persons authorised to give Proper Instructions, the Client shall inform the Adviser accordingly in writing or via e-mail. A change of a person authorised to give Proper Instructions shall become effective towards the Adviser following the Adviser's confirmation of delivery of the notice of change from the Client.
- 12/5 The performance or non-performance of any instruction shall in no way imply any approval or assessment as to the appropriateness and justification of the acts carried out based on the Proper Instructions received.
- 12/6 The Company's officers and directors and the Adviser shall not be responsible for the execution of instructions accepted in good faith as Proper Instructions.
- 12/7 In the absence of Proper Instructions, neither the Adviser nor the Company's officers and directors shall be liable for any damage suffered by the Company or its shareholders as a result of any act or omission to act by any of them in connection with the Company's affairs, provided that they acted in good faith.
- 12/8 The Client hereby acknowledges that in the absence of Proper Instructions for the appointment of directors or officers, the Company's directors or officers shall fulfil the obligations imposed on the directors or officers by applicable laws throughout the term of the contractual relationship between the Client and the Adviser.
- 12/9 The Client undertakes to respect and comply, as a shareholder of the Company, with all laws, regulations and administrative rules valid in the Czech Republic and other countries in which the Client operates.
- 12/10 By accepting these Terms, the Client as a shareholder of the Company undertakes, in accordance with Sections 2890 *et seq.* of the Civil Code, to compensate the Adviser or the Company's directors or officers for any damage including non-pecuniary harm incurred as a consequence of the provision by the Adviser of services that are a result of an act of the Adviser as the Company's director or officer or a person representing them under a power of attorney. This obligation to provide compensation for damage shall not apply to cases when the Adviser, its employees or the Company's directors or officers incur damage as a result of their gross negligence or intention. The obligation to provide compensation for damage under the first sentence shall apply mainly to damage incurred in connection with costs, expenses, proceedings, claims, debts or other obligations arising, directly or indirectly, as a consequence of the performance of their offices in respect of the Company's affairs.
- 12/11 The Client is required to issue a confirmation of its obligation under Article 12/10 hereof at the request of the Adviser upon entering into, at any time during the existence and after the termination of, the contractual relationship between the Parties.

- 12/12 The obligation under Article 12/10 hereof shall also apply to cases when the Adviser or the Company's directors or officers follow instructions accepted in good faith as Proper Instructions, or act without Proper Instructions if no such Proper Instructions exist.
- 12/13 The obligation to provide compensation for damage under Article 12/10 hereof shall also apply if the Client's share in the Company is sold, pledged or otherwise transferred until the Adviser receives a similar undertaking from the transferee of the share in a form and wording acceptable to the Adviser.
- 12/14 The Client and the Company hereby jointly and severally undertake to hold the Adviser harmless from any claim that may be asserted against the Adviser and that results from the performance of the Adviser's obligations under, or in connection with, the Agreement or that is a consequence of an act by the Company's director or officer or lawyer. In addition, the Client and the Company jointly and severally undertake to compensate the Adviser for all costs and expenses, including legal costs, incurred by the Adviser with in connection with the claim, except for cases of an intentional breach of obligations or gross negligence on the part of the Adviser.
- 12/15 The Client and the Company also jointly and severally undertake not to make any claim against the Adviser that arises from the fulfilment of the Adviser's obligations under, or in connection with, the Agreement or that is as a consequence of an act of by the Company's director or officer or lawyer, except for cases of an intentional breach of obligations or gross negligence on the part of the Adviser.
- 12/16 The Client as a shareholder of the Company hereby undertakes to maintain the Company's solvency in order to enable the Company to meet its financial obligations towards the Adviser at any time.
- 12/17 If the Client as a shareholder of the Company fails to fulfil its obligation under Article 12/16 hereof, the Client shall be liable to the Adviser for the due discharge of all obligations of the Company towards the Adviser and for the payment of all debts that the Company owes or will owe to the Adviser under the Agreement.
- 12/18 The Client shall fulfil the obligation under Article 12/16 hereof within fifteen (15) days of delivery of a notice from the Adviser that the Company failed to meet its obligations towards the Adviser within an additional deadline provided to it
- 12/19 The Parties exclude the application of Section 2431 of the Civil Code.
- 12/20 The Adviser is entitled to change the person acting as a member of the statutory body for the Client at any time. The Adviser shall inform the Client of such change within a reasonable period.

13 Valuation Services

- 13/1 For the purposes of the Terms, services provided by the Valuation Office (as defined in Article 13/2 below) mean in particular services related to the preparation of expert opinions, letters of value, market valuations, financial studies and other financial documents as specified in the Agreement or in an order placed by the Client under Article 1/8 hereof.
- 13/2 RSM CZ a.s. is an expert valuation office ("**Valuation Office**") entered, in accordance with the provision of Section 47(2) of Valuers, Valuation Offices and Valuation Institutes Act, to the list of valuations offices qualified to perform expert valuation activities in the area of economics with an expert licence covering the valuation of immovable, movable, intangible and financial assets, businesses and parts thereof, assets, liabilities and net assets of companies, particularly for the purposes of restructuring, transfers of assets to a member or de-mergers or in changes of legal form; the preparation of reports on company restructuring, fairness opinions on settlement shares, in-kind capital contributions, consideration in squeeze-outs and takeover bids, assets acquired from a founder, shareholder or any other person specified by law, reviews of intra-group relations; review of activities of a member of an executive body from the perspective of economic interests; quantification of damages; and preparation of expert opinions in compliance with insolvency laws.
- 13/3 For the purposes hereof, the services provided by the Valuation Office shall mean, in particular, valuation of assets, asset items and liabilities in accordance with Article 13/2 hereof as set out in the subject matter of the Agreement or in an order made by the Client under Article 1/8 hereof, or any other expert services required by the Civil Code and other laws and generally binding regulations ("**Valuation Office's Services**").
- 13/4 Valuation shall mean the preparation of a written expert opinion containing all elements specified in Sections 27 and 28 of Valuers, Valuation Offices and Valuation Institutes Act and in Chapter IV of Decree on the Performance of Valuers' work. The expert opinion shall also state the person responsible for its preparation and the person that will provide explanation to the Client if required.
- 13/5 The Valuation Office is obliged to carry out its activities in person by means of its employees having adequate education and qualification. The provision of Article 13/11 of these Terms shall not be affected hereby.

- 13/6 When performing its activity, the Valuation Office shall be bound by laws and other generally binding regulations.
- 13/7 Unless the contrary is proved by the Client:
- (a) It is assumed that the behaviour and conduct of the company, and that of its directors and of officers in authority, comply with all legal regulations effective in the Czech Republic and assumed obligations;
 - (b) Reliable ownership and management of the rights of ownership are assumed;
 - (c) The estimated market value of the object valued complies with current general market conditions as at the valuation date and financial market parameters, and reflects the financial situation of the company as at the valuation date.
 - (d) A going concern is assumed.
- 13/8 The Valuation Office reserves the right to state unpredictable limitations in the expert opinion only.
- 13/9 The Valuation Office assumes no responsibility for changes in market conditions that may occur after the expert opinion is issued.
- 13/10 In preparing the expert opinion, the Valuation Office is required in particular:
- (a) to prepare a written opinion as an expert opinion within the meaning of the Valuers, Valuation Offices and Valuation Institutes Act;
 - (b) to keep in mind the purpose of the valuation when conducting the valuation;
 - (c) to attach the expert clause on the last page of the expert opinion that includes the identification of the list in which the Valuation Office is entered, the specification of the field in which the Valuation Office is authorised to provide valuation opinions, and the reference number under which the opinion is listed in the expert's log book;
 - (d) to affix a round expert seal to the expert opinion, showing the national emblem and the name of the Valuation Office, including the area of expertise for which the Valuation Office is entered in the list of valuation offices.
- 13/11 Where required by the nature of the matter, the Valuation Office shall be entitled to engage a third party as a consultant to assess specific issues; the Valuation Office shall state such circumstances, including reasons for doing so, in the expert opinion. The responsibility of the Valuation Office shall also remain unaffected in respect of those parts of the expert opinion where such third-party consultants have been used.
- 13/12 The Valuation Office shall keep a log book of expert opinions where all expert acts performed shall be registered.
- 13/13 Before the expert opinion is delivered to the Client, the Client is required to execute a statement of the company's management certifying that all documents and information which the Client provided to the Valuation Office for the purposes of the expert opinion are complete and correct ("**Statement**").
- 13/14 The Client shall be responsible for the correctness, veracity and completeness of all information submitted to the Valuation Office as disclosed in the Statement. The Valuation Office is not required to provide any compensation for damage if incurred by the Client as a result of the preparation of the expert opinion that has been based on information provided by the Client that proves to be incorrect.
- 13/15 By accepting the Terms, the Client undertakes, pursuant to Sections 2890 *et seq.* of the Civil Code, to compensate the Valuation Office for any damage (including the Valuation Office's costs of legal representation) incurred by the Valuation Office as a result of a final judgement or a final arbitration award based on an action or a claim made against the Valuation Office by a third party in relation to the provision of the Valuation Office's Services to the Client under the Agreement and/or incurred by the Valuation Office as a result of an amicable settlement or any other settlement with a third party provided that the Client has granted its prior written consent to the amicable settlement or any other settlement with the third party.
- 13/16 The obligation of the Client to indemnify the Valuation Office under Article 13/15 hereof shall not apply to cases where the Valuation Office is in breach of its obligations arising from the Agreement or any applicable legal regulations in connection with the provision of the Valuation Office's Services.
- 13/17 If a third party makes a claim against the Valuation Office that might give rise the Client's obligation to indemnify the Valuation Office under Article 13/15 hereof ("**Third-Party Claim**"), the Valuation Office shall immediately notify the Client by written notice of the Third-Party Claim ("**Third-Party Claim Notice**"). The Third-Party Claim Notice shall contain a proposal by the Valuation Office for the appointment of a legal adviser to represent the Valuation Office in respect of the Third-Party Claim, and a proposal for the legal adviser's fee. The Valuation Office's

choice of the legal adviser in respect of the Third-Party Claim, including his fee, shall be subject to the prior written approval by the Client. The Client's consent may not be unreasonably withheld or delayed otherwise the Valuation Office shall be entitled to commission the appointed legal adviser to perform the required tasks and to agree the legal adviser's fee without consent of the Client. The Valuation Office shall act with due managerial care and use all means available to defend itself against any Third-Party Claim.

13/18 The Client agrees that in the event that during or after the termination of the provision of services of a Valuation Office under the Agreement the Valuation Office is requested in connection with the services provided to the Client for cooperation by the court, public prosecutor's office, administrative or public authority based on any legal regulation, the Adviser shall be entitled to the provision of such cooperation to a fee calculated according to the time spent by individual employees of the Adviser while providing the cooperation multiplied by the hourly rate under the Price List applicable to the position of the respective employee. Further, in this case, the Adviser shall be entitled to reimbursement for expenses under Article 5.3 of the Terms and Conditions.

14 Personal Data Protection

14/1 In the event that the performance of the Agreement includes the processing of personal data in the possession of the Client as the controller or the processor, the Client shall be obliged to propose that the Parties conclude a personal data processing agreement. The Adviser is in the position of a data processor for the purposes of personal data protection.

14/2 The Adviser shall be entitled to process the personal data in performing the Agreement. The purpose and means of data processing shall be determined by the Client and defined in the personal data processing agreement or otherwise. In performing the Agreement, the Adviser shall in particular be entitled to store personal data on information carriers, edit personal data, archive personal data for a period necessary to exercise the Adviser's rights arising from the Agreement, transfer the processed personal data to the Client, and dispose of personal data, unless agreed otherwise between the Parties.

14/3 While handling the personal data, the Adviser shall ensure an appropriate level of security appropriate to the probable risk to the rights and freedoms of data subjects. The information and materials containing the personal data shall be delivered in person or sent electronically, and may be encrypted. The specific form and method of encryption shall be determined by mutual agreement of the Parties.

14/4 In accordance with the effective legal regulations, the Adviser shall adopt adequate technical and organisational measures so that the processing complies with the legal requirements and in order to ensure the protection of the rights of the data subjects.

15 Miscellaneous

15/1 Unless otherwise follows from the Agreement or from an express written instruction of the Client, it shall hold that if the Client grants the Adviser a power of attorney necessary to discharge an obligation under the Agreement, the Adviser may grant a power of attorney to any employee of the Adviser or any third party appointed by the Adviser.

15/2 The Client acknowledges and agrees that the Adviser may mention a reference to the Client as part of the Adviser's marketing activities and promotional materials. The Client also acknowledges and agrees that if any business matters in which the Adviser has provided the Client with tax consultancy services becomes publicly available through the fault of the Client, the Adviser shall be entitled to claim publicly the responsibility for such work; however, in such circumstances the Adviser shall not disclose to the public any more details than those that have been made public before.

15/3 By signing the Agreement, the Client agrees under Section 7 (1) of Act No. 480/2004 Sb., on Certain Information Society Services and on Amendment to Certain Acts ("**Information Society Services Act**"), as amended, that commercial communications and other promotional and marketing materials may be sent to the Client's e-mail address by the Adviser and that the Adviser may maintain its contact persons details for this purpose.

15/4 All documents, in particular announcements, requests, queries, notices, withdrawals or other communications which establish, change or terminate the legal relationships between the Parties to the Agreement or the Terms, which will be executed in writing by the Parties, shall be, unless the Agreement or the Terms stipulate otherwise:

- (a) delivered in person (by a courier or any other person);
- (b) sent by registered mail to the address given in the heading of the Agreement or
- (c) sent via the Contracting Party's data box.

- 15/5 If any Party refuses to accept any documents set out in Article 15/4 hereof, the delivery date shall be deemed as the day on which the refusal to accept such document was made.
- 15/6 If any document under Article 15/4 hereof cannot be delivered to the other Party due to the lack of cooperation from the other Party, the delivery date shall be deemed as the day on which a futile attempt to deliver the document was made.
- 15/7 The Parties further acknowledge that all documents, in particular, announcements, requests, queries, notices, withdrawals or other communications sent by one Party to the other Party via e-mail are for information only and that these documents have no capacity to establish, change or terminate any legal relationships between the Parties to the Agreement and the Terms, unless the Agreement or the Terms stipulate otherwise.
- 15/8 The Client acknowledges that the Adviser has taken all necessary measures to prevent the spread of viruses via e-mail in connection with sent documents (including attachments). When sending documents via e-mail, the Adviser shall not be responsible for the consequences that the delivery of the documents (including attachments) has for any person other than the intended recipient of the e-mail or for the consequences if the documents (including attachments) are deleted or fail to be delivered due to a failure of electronic communication. The Adviser shall not be liable for the safety of electronic communication and accepts no responsibility for any damage or damage that may arise from damage to computer systems or data of the recipient arising as a result of receiving this e-mail.
- 15/9 The Client further acknowledges that none of the Adviser's employees or agents (representatives) shall be entitled to perform any legal acts via e-mail on behalf of the Adviser without the written consent of the Adviser's director or officer or any other authorised person. Any statements and opinions sent to the Client via e-mail are the statements and opinions of the author and do not necessarily represent the Adviser's position. The Adviser undertakes to ensure that the Adviser's directors, officers and employees avoid any defamatory remarks, law infringement, and misuse of copyright or any other rights via e-mail. Acts of this nature are in contravention of the Adviser's business policy and the person committing such acts violates the Adviser's internal guidelines, and the Adviser assumes no responsibility for the above acts of the Adviser's directors, officers and employees.
- 15/10 The Client shall notify the Adviser of any change to addresses, telephone numbers or any other facts related to the Adviser's activities under the Agreement in sufficient time in advance, but no later than within fourteen (14) days of the change.
- 15/11 Under Section 89a of Act No. 99/1963 Sb., the Rules of Civil Procedure, as amended, by entering into the Agreement with the Adviser and accepting the Terms, the Client accepts and agrees with the Adviser that any disputes arising from the Agreement shall be subject to the general court having local jurisdiction over the Adviser.
- 15/12 Unless expressly stipulated otherwise between the Adviser and the Client, the Adviser shall provide services to the Client in the manner specified in the Terms even before the Terms are signed by the Client. The same applies if the Terms have been presented to the Client, but the Client has not signed them on any grounds while continuing to use the services of the Adviser and no other terms and conditions of the services have been expressly agreed between them.

16 Final Provisions

- 16/1 If the Agreement made between the Adviser and the Client contains a provision that is in conflict with any of the provisions of the terms, the provision contained in the Agreement shall prevail.
- 16/2 The Terms shall replace any prior agreements of the same or a similar nature between the Client and the Adviser. Any amendment to these Terms shall have no impact on the content of the contractual relationships established by the Agreement.
- 16/3 The Parties have agreed that the following provisions of the Civil Code shall not apply to the relationships established by the Agreement: Section 557, Section 1799, Section 1800 and Section 1805 (2).
- 16/4 The Client assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.
- 16/5 The Parties exclude the application of Section 1740 (3) of the Civil Code under which the Agreement is entered into even in the absence of full compatibility of the Parties' manifestation of will.
- 16/6 Rights arising from the Agreement or a breach thereof shall lapse within a limitation period of two (2) years of the date on which the particular right could have been exercised for the first time.
- 16/7 The Parties have agreed that provisions of Articles 3/7 to 3/10, 4, 5/8 to 5/12, 6, 7/8, 12/6, 12/7, 12/10 to 12/15, 13/15 to 13/18, 14 and other provisions which by their nature can be assumed to survive termination shall survive termination of this Agreement.

16/8 The Adviser shall have the right to modify or amend the Terms. The Adviser shall notify the Client of the proposed modifications or amendments to the Terms by e-mail or via data box at least fourteen (14) days before such changes come into effect. If the Client fails to express disapproval of the proposed modifications or amendments by e-mail or via data box within fourteen (14) days of the date on which the Adviser sent the Client the proposed new wording of the Terms by e-mail or via data box, the Client shall be deemed to accept the proposed modifications or amendments. If the Parties agree on any deviations from the provisions of Article 6 of the Terms, the wording of Article 6 of the Terms effective as of the date on which the Agreement is executed shall apply to the contractual relationship with the Client, subject to the deviations set out in the Agreement. The effect of other amendments and supplements to the Terms towards the Client shall not be affected by this provision.

16/9 If the Client expressly disapproves of the amendment to the Terms under Article 16/8 hereof, either of the Parties shall be entitled to terminate the Agreement. The termination shall be effective upon the delivery of a written termination notice served on the other Party.

The Client hereby declares that it is aware of and understands and expressly accepts the following important arrangements contained in these Terms and Conditions: (i) a contractual penalty for employee solicitation (Article 3/10); (ii) a shorter payment period (Article 5/7), (iii) the right to set off any claims (Article 5/10), (iv) limitation of the Client's right to damages (Article 6/6); (v) compensation for a fee after the termination of cooperation in the event of obligation to cooperate with public authorities (Article 14 13/18); (vi) granting a power of attorney to the Adviser for representation as part of the services provided; (vii) the exclusion of the protective provisions relating to the adhesion contracts, the exclusion of interpretation to the detriment of the petitioner and the exclusion of limit for late payment interest (Article 16/3); (viii) the assumption of risk of a change in circumstances by the Client (Article 16/4); (ix) the exclusion of the rule on the conclusion of the Agreement in the event of an insubstantial deviation in acceptance (Article 16/5); and (x) a two-year limitation period (Article 16/6).

Accepted by the Client on

Client's corporate name:

Signature:

Name:

Title:

Annex: Price List of Consulting Services provided by RSM CZ a.s.