

GENERAL BUSINESS TERMS AND CONDITIONS OF FOR THE PROVISION OF IT SERVICES

1 Opening Provisions

- 1/1 These General Business Terms and Conditions for the provision of IT services (the "**GBTC**" or the "**Terms and Conditions**") of 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 (the "**Adviser**" or the "**Provider**" in the Agreement), govern the relations between the Adviser and its customer (the "**Client**" or the "**Customer**" in the Agreement; jointly also the "**Parties**" and individually as a "**Party**"). The Adviser is a member of the RSM International network of independent consulting firms, each providing its services independently. The RSM International network is not a separate legal entity in any jurisdiction. The network is managed by RSM International Limited. RSM's corporate name and trademark, together with other network members' rights relating to intellectual property, are the sole property of the RSM International Association. The objective of the Terms and Conditions is to regulate the aforementioned relationships in order to prevent disputes, and familiarise the Client with the basic principles of performance by the Adviser.
- 1/2 The Terms and Conditions form, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), an integral part of the contract for work and/or the service agreement made between the Adviser and the Client (the "**Agreement**"; the subject-matter of the Agreement is hereinafter referred to as the "performance"). If the Agreement does not contain specific arrangements concerning the performance provided by the Adviser, or if the Agreement has not been made between the Client and the Adviser, the Adviser shall provide the individual performances under written orders of the Client (unless the Adviser accepts e-mail or verbal orders). In that case, the rights and obligations of the Adviser and the Client shall be governed by the respective order and the Terms and Conditions. Where these Terms and Conditions refer to the Agreement, it shall also mean the relationship of the Parties under this provision, unless stipulated otherwise in a particular case. Unless expressly agreed otherwise between the Adviser and the Client, the Adviser shall provide services to the Client in the regime set out in the Terms and Conditions even before the Client signs the Terms and Conditions. The same applies if the Terms and Conditions had been submitted to the Client but the Client did not sign them for any reason, provided that the Client continued using the Adviser's services and the Client and the Adviser did not make an express agreement on different terms and conditions of the service provision.
- 1/3 The legal relations arising from the Agreement and the Terms and Conditions which are not expressly regulated by the Parties shall be governed by the applicable laws of the Czech Republic, especially the Civil Code. Business practices shall be used to interpret the Terms and Conditions and the Agreement only after the provisions of the law or other legal regulations as a whole (therefore, even provisions of these legal regulations which are not mandatory take precedence over business practices). Furthermore, the Parties declare that in excess of the express provisions of the Terms and Conditions and the Agreement no rights and/or obligations may be inferred from the previous or future practice established between the Parties or from the generally acceptable conventions in the sector associated with the subject-matter of the Agreement, except where the Terms and Conditions or the Agreement expressly stipulate otherwise. In addition to the above, the Parties confirm that they are not aware of any business practices established between them to date.
- 1/4 The Parties enter into the Agreement as an agreement between entrepreneurs as defined in Section 420(1) of the Civil Code, in relation to their own business within the meaning of Section 433 of the Civil Code, and with regard to the fact that the Client is sufficiently equipped to assess the object of performance and its suitability for the Client.
- 1/5 The Client expressly agrees that although the Agreement is made between the Client and the Adviser, these Terms and Conditions also apply to the legal relationship between the Client and the Adviser's employee who is authorised to execute a part of the performance under the Agreement by the Adviser.
- 1/6 The outputs which the Adviser provides to the Client in any form and which are designated by the Adviser as working, preliminary or indicative versions, drafts or other outputs with a similar meaning, or with respect to which it is clear, given the circumstances, that they are not the final versions of the Adviser's output (the "**Preliminary Outputs**"), are not intended as a basis on which the Client should make any decisions or acts or proceed in any other way.

2 Rights and Obligations of the Parties

- 2/1 In the provision of services, the Adviser is bound by laws and other generally binding legal regulations and the Client's orders and instructions within the limits of such laws and regulations. The Adviser undertakes to comply with any safety, hygiene, fire and environmental regulations at the Client's premises provided that the Adviser has been familiarised with such regulations by the Client in advance.

- 2/2 The Adviser is entitled to provide services to third parties that are competitors of the Client. The Adviser is also entitled to provide services to third parties in matters in which the Client may have an interest.
- 2/3 The Client agrees to provide the Adviser with conditions necessary to perform the Agreement, especially with any necessary assistance in the execution or provision of the performance including appropriate consultations. The activities carried out by the Client's employees will be specified in more detail prior to the commencement of the individual parts of the performance.
- 2/4 The Client is obliged to grant to the Adviser access to all areas where the performance of activities associated with the Agreement is expected; the access shall be granted at a pre-arranged time. The Client is also obliged to grant to the Adviser access to the equipment maintained. The Client is obliged to grant entry, access and exit to the Adviser and its vehicles with respect to all premises the use of which is necessary in order to fulfil the Agreement. If necessary, the Client is obliged to provide the Adviser's employees, upon request, with an escort at the place of performance that can take the Adviser's employees to areas where they cannot go by themselves under the relevant internal regulations.
- 2/5 If the services in connection with the Agreement are provided at the registered office of the Client, the Client shall provide space for the meetings of project teams at the Client's expense. Upon mutual agreement, the Adviser may provide performance through remote access, which the Client is obliged to establish and maintain upon request at the Client's expense.
- 2/6 The Client agrees to provide the Adviser with any documents and information which the Client has and can provide and which are directly related to the subject-matter of the Agreement, no later than three business days from the day on which the Adviser requests such documents and information, unless the Parties agree otherwise.
- 2/7 The Client undertakes not to offer employment to the Adviser's employees or persons who are in a similar relationship with the Adviser or who cooperate with the Adviser and at the same time are involved in the provision of services to the Client. The Client further undertakes not to use the services of any such person for twelve (12) months after the person ceases to participate in the provision of services to the Client, whether such services would be provided independently or through a third party. In the event the Client breaches this obligation, the Adviser will be entitled to demand a contractual penalty in the amount of CZK 800,000. The payment of the contractual penalty shall be without prejudice to the right to damages. In the event the contractual penalty is reduced by the court, the Adviser shall retain the right to damages in the amount in which the damage exceeds the amount determined by the court as appropriate, without any further limitations.
- 2/8 The Client acknowledges that the Adviser, acting as a member of the RSM International network associating independent accounting and consulting firms, while each of those firms provides its services totally independently, 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 the RSM International network members' clients (the "**Acceptance Criteria**"). Within the assessment of the Acceptance Criteria, the Adviser may ask the Client to specify whether the Client - natural person or the beneficial owner of the Client - natural person is a U.S. tax resident. If any information submitted by the Client to the Adviser for the assessment of the fulfilment of the Acceptance Criteria proves to be incomplete, inaccurate or distorted and if this leads to the conclusion 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 11 of the Terms and Conditions shall apply to the withdrawal from the Agreement for this reason.
- 2/9 The Client is obliged to provide the Adviser with any information and documents necessary in order to fulfil the obligations of the Adviser arising from Act No. 253/2008 Coll., on Selected Measures against Legitimisation of Proceeds of Crime and Financing of Terrorism, as amended, in particular the identification data and information about the Client's governing body or its member and information on the change of data on the Client's beneficial owner and, or a binding written statement of 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 11 of the Terms and Conditions shall apply to withdrawal from the Agreement for this reason.

3 Terms of Delivery

- 3/1 The Adviser is obliged to hand over performance able to serve its purpose at the time specified in the Agreement to the Client; the Client is entitled to reject the performance only due to the performance's inability to serve its purpose. In the event the performance by the Adviser is defective but is able to serve its purpose, the Client is obliged to accept the performance and is entitled to accept the performance with reservations.

- 3/2 Each Party is entitled to propose to the other Party a change to the performance or a part thereof and/or require additional performance beyond the Agreement, in writing (by e-mail). However, the other Party is not obliged to respond to or accept the proposed change. In each individual case, the Parties shall agree at least on the scope, price (price cap) and new dates with respect to the modified object of performance, otherwise the changes shall not be effective.
- 3/3 Neither Party shall be deemed to be in delay if the fulfilment of that Party's obligation is directly linked to the fulfilment of the other Party's obligation and the other Party is in delay with the fulfilment of its obligation, provided that the first Party has complained about the delay to the violating Party in writing. The running of the deadline for the fulfilment of the first Party's obligation shall be suspended for the period for which the other Party is in delay with the fulfilment of its obligation.
- 3/4 The period of performance shall be reasonably extended if work is interrupted for any of the following reasons:
- (a) by agreement of the Parties;
 - (b) the occurrence of circumstances which the Adviser could not have prevented or foreseen;
 - (c) suspension of performance due to the failure of the Client to pay the agreed price;
 - (d) a failure of the Client to provide assistance; in such a case, the date change shall relate only to the part of the performance with respect to which assistance was not provided, and related performances or performances that are conditional upon such assistance. The dates of other partial performances shall remain unchanged, including the date of release into operation or the date of handover and takeover of the performance; the deadline for the parts of the performance relating to the part where the Client was in delay with providing assistance or for parts conditional upon that part shall be extended by the period for which the assistance was not given, and the date of handover of such parts shall be set accordingly.
- 3/5 Where the Adviser's employees provide performance directly at the Client's premises, the Client shall confirm their reports (e.g. a job order) immediately; even if the Client has objections to the quality of the performance, the Client must acknowledge the costs incurred and the time spent by the Adviser's employees at the Client's premises. The Client shall point out any identified shortcomings without undue delay, in any case before the respective invoicing, otherwise the billing statements shall be deemed accepted. Where the Adviser's employees provide performance via remote access, they shall submit to the Client the records of hours worked (work report). The Client will check it, and if the report corresponds to the agreed terms and conditions, the Client will accept and pay for the performance; the Client must point out any identified shortcomings without undue delay, no later than the invoicing, otherwise the performance shall be deemed accepted.
- 3/6 If the performance outputs (partial performance) are subject to an acceptance procedure under the Agreement (the "acceptance"), the following shall apply:
- (a) The parts of the performance (outputs) which are subject to handover and takeover in the form of acceptance are specified in the Agreement; in the case of other parts of the performance, the handover and takeover thereof shall be deemed executed at the moment of completion of those parts;
 - (b) The authorised person of the Client shall take over the performance or a part thereof, unless the Parties expressly agree otherwise. In the case of handover of a performance subject to the acceptance, the following rules of the acceptance procedure shall be followed (these rules also apply to the handover of parts of the performance, i.e. each individual part of the performance, if these are subject to acceptance):
 - (i) The Client is obliged to prepare an acceptance protocol and submit the acceptance protocol signed by the authorised person of the Client to the Adviser within five (5) business days of receiving a notification that the performance has been forwarded for acceptance. Unless the Client provides any comments or raises any objections within the agreed deadline, the object of performance shall be deemed accepted upon the lapse of the last day of this deadline, and the Adviser shall become entitled to issue the relevant invoice;
 - (ii) In the acceptance protocol, the Client shall indicate one of the following statements: accepted, accepted with reservations (reservations are listed in the acceptance protocol including the required date of their remedy), not accepted. Accepted with reservations shall be used in cases where there are no major shortcomings with respect to the performance or its part; not accepted shall be used in cases where major shortcomings prevent the acceptance or use of the performance as a whole. If the Client does not accept the work, the Client is obliged to indicate the reasons for that in the acceptance protocol. If the acceptance procedure ends with the statement of "*accepted with reservations*", the Adviser is obliged to remove the shortcomings or reservations mentioned in the protocol within a reasonable time;

- (iii) If the Client does not accept the output under a duly conducted acceptance procedure, the Adviser is obliged to remove the reservations mentioned in the acceptance protocol. If the agreed period for the respective phase expires, the Adviser shall find itself in a delay with the fulfilment of that phase. After the removal of the reservations, but no later than the removal of the reservations period, the Adviser is obliged to initiate a new acceptance procedure by handing over the outputs for acceptance again;
 - (iv) If, due to the failure to carry out the acceptance procedure in a contractually determined manner or due to non-acceptance of the performance or a part thereof by the dates stated in the Agreement for reasons exclusively on the part of the Client, the Adviser is not able to continue performing the subject-matter of the Agreement according to the planned schedule, the Adviser will be entitled to postpone the follow-up dates in the project schedule by the period for which the reasons on the part of the Client prevented the Adviser from continuing performing the subject-matter of the Agreement according to the planned schedule. These reasons shall not include non-acceptance under the proper acceptance procedure. Any change to the scheduled dates will be governed by a written agreement at the request of either Party.
- (c) If the Parties agree on acceptance scenarios for the acceptance, the progress of these scenarios shall be the basis and the main criterion for the acceptance.
- 3/7 The handover and takeover of the performance as a whole demonstrating the full performance of the subject-matter of the Agreement shall mean the signing of the acceptance protocol or a set of protocols, if the Agreement stipulates multiple protocols, submitted by the Adviser and signed by the Client with the acceptance result of "accepted" or "accepted with reservations".
- 3/8 In the event representatives of the Client and the Adviser are to be present at the acceptance, the Adviser shall invite the Client to the acceptance procedure at least 5 days before the scheduled acceptance. If the Client fails to attend, the Adviser is entitled to perform the acceptance tests in the absence of the Client; however, a credible, competent and impartial person who also signs the acceptance protocol must be present. The Adviser shall send a copy of the acceptance protocol to the Client. Similarly, performance may be accepted if the Client fails to process the acceptance protocol pursuant to Article 3/6(b)(i) of the Terms and Conditions.
- 3/9 In the event the Client uses the performance in its operations with live data for at least two (2) weeks, this shall be seen as a full performance of the Agreement as if all the relevant acceptance protocols have been handed over (such a business use of the performance does not include the verification of the performance and testing with copies of live data while running the old information system of the Client in live operation and with live data).

4 Price Arrangements

- 4/1 Unless the Agreement stipulates a flat-rate price regardless of the particular time range of the works or a price determined in another way, the Adviser is entitled to a usual price if a work is the object of the Agreement or a price calculated according to the time spent by the individual employees in the provision of the performance to the Client multiplied by the hourly rate for the relevant job if the provision of services is the object of the Agreement. The price list of services provided by the Adviser forms an annex to the Terms and Conditions (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 of any change to the rates in the Price List by e-mail at least fourteen (14) days before the effective date of such changes. If the Client does not agree to any intended change, the Client is entitled to terminate the Agreement by giving a written notice of termination until the effective date of the proposed change. In that event, the notice of termination becomes effective and the contractual relationship established by the Agreement shall terminate on the effective date of the respective change.
- 4/2 Regardless of the agreed pricing method, the Adviser shall keep records of the hours worked by the individual employees of the Adviser in the provision of performance. In the event the provision of the performance by the Adviser to the Client prior to the completion of the works agreed, for which a flat-rate price has been agreed, is terminated for any reason, the Adviser will be entitled to a price for the work performed calculated according to the hourly rates and the records under the preceding sentence, where such a price must not exceed the agreed flat-rate price. The Client acknowledges that unless the Agreement expressly stipulates otherwise, the price determination or the Client's obligation to pay the price is not subject to the results or final conclusions arising from the provision of performance.
- 4/3 If it becomes clear during the performance of the Agreement on the basis of the Adviser's records that given the state of the materials and the degree of the Client's assistance or for other objective reasons the scope of works necessary to complete the performance, assumed during the negotiations on the terms and conditions of the Agreement, will be exceeded, as a result of which the value of the Adviser's works calculated according to the number of hours worked by the Adviser's employees multiplied by the agreed or usual hourly rate will be higher by more than 10% compared to the agreed flat-rate price, the Client is obliged to enter into negotiations with the Adviser at the written

request of the Adviser as regards the conclusion of an amendment to the Agreement the subject-matter of which will be the determination of a new amount of the price.

- 4/4 The Client acknowledges that the Adviser is entitled to require an advance for the price from the Client (the “**Advance**”) upon the conclusion of the Agreement or at any time during the provision of performance under the Agreement. In the event the Adviser asks the Client to pay the Advance, the Adviser is entitled to start with the provision of performance under the Agreement or continue with the provision of performance under the Agreement only after the Client has paid the Advance in full on the basis of the pro-forma invoice issued by the Adviser.
- 4/5 Regardless of the agreed form of the price, the Adviser shall keep records of the hours worked; in the event the provision of the services, for which a flat-rate price has been agreed, is terminated for any reason, the Adviser will be entitled to a price for the work performed calculated according to the hourly rates and the records under the preceding sentence, where such a price must correspond at least to the agreed flat-rate price. The Adviser is also entitled to the reimbursement of reasonably incurred costs.
- 4/6 Unless the Agreement expressly stipulates otherwise, the price shall be paid and any other payments, especially cost reimbursement, shall be made by the Client monthly on the basis of the Adviser’s invoices. Unless explicitly stated otherwise, each invoice shall be payable within seven (7) days of its receipt, unless a particular invoice specifies a different due date.
- 4/7 The Client is obliged to discuss any discrepancies in invoicing with the Adviser within five (5) days of receipt of the invoice (but no later than the due date of the respective invoice); otherwise the Client shall be deemed to have accepted and confirmed the performance without any comments or objections to the invoices. In the event any portion of the price is disputable, this shall not affect the Client’s obligation to pay the remaining undisputed portion of the price. The Client acknowledges that if the price is settled by the Client from a bank account kept in another currency than Czech crowns, all bank fees associated with such a payment shall be borne by the Client.
- 4/8 If the Client has unsettled overdue liabilities, the Adviser shall inform the Client thereof in a verifiable manner. If the Client fails to pay the due amount even within a reasonable additional deadline, the Adviser shall be entitled to suspend further performance of the Agreement until all liabilities of the Client are settled. In the period of exercise of this right, the Adviser shall not be deemed to be in delay with the suspended performance or any follow-up performances. The Client is also obliged to pay interest on late payment at the statutory rate. It is permitted to demand interest on interest. The Adviser is entitled to demand the reimbursement of all costs incurred in connection with the recovery of outstanding amounts not paid by the due date. In the event of delay with the payment of an invoice, the Adviser is entitled to withhold documents and other things taken over from the Client or from other persons for the Client until the Client meets its obligations.
- 4/9 The Adviser is entitled to unilaterally set off any of its receivables from the Client against the mutual receivable of the Client, against the funds provided by the Client as advances in the same or other matter to which the due receivable relates, or for another purpose, or against the funds deposited by the Client or other person in favour of the Client into the Adviser’s custody, unless the legislation in force rules out the possibility of the offset. The Adviser is obliged to inform the Client of the offset without undue delay. If the Client has multiple debts with respect to the Adviser, any payment will always be used first to settle the debt determined by the Adviser, regardless of which debts have already been demanded. In relation to the receivables from the Client, the Parties exclude the application of Section 1987(2) of Act No. 89/2012 Coll., the Civil Code, and agree that even an uncertain and/or vague claim is eligible for offset.
- 4/10 The Client agrees that it will not assign or transfer any of its receivables from the Adviser to a third party without the prior written consent of the Adviser. For the avoidance of doubt, e-mail or other electronic message shall not be considered written form for the purposes of this provision.
- 4/11 By signing the Agreement, the Adviser confirms that the bank account indicated in the invoice is an account which is published by the tax administrator in a manner allowing remote access, i.e. as information in the VAT Payer Register (the “Registered Account”), pursuant to Section 96 of Act No. 235/2004 Coll., on Value Added Tax, as amended (the “VAT Act”).
- 4/12 The Adviser agrees that if the tax administrator decides that the Adviser is an unreliable payer according to the VAT Act, the Adviser will inform the Client thereof without undue delay. In such a case, the Client is entitled to pay VAT on the Adviser’s invoice directly to the tax administrator.

5 Damage Compensation

- 5/1 The Adviser is obliged to compensate the Client for any property damage (loss) incurred by the Client in connection with the provision of performance by the Adviser, where the Adviser caused that damage (loss). The Adviser has an insurance policy made with a renowned

insurance company in the event of liability for damage caused by the provision of performance, and shall maintain that type of insurance throughout the duration of the Agreement. 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 .

5/2 In the event the Client is informed of a decision under which the Adviser might be obliged to pay damages under the Agreement, the Client is obliged to notify the Adviser thereof within three (3) business days of learning the information and provide the Adviser with any necessary assistance in the preparation and filing of an appeal or in taking any other similar step against such a decision.

5/3 The Adviser shall not be held liable for any damage incurred by the Client in connection with the Adviser's performance:

- (a) caused by extraordinary and unforeseeable obstacles arising independently of the will of the Adviser;
- (b) where the Client deviated from the procedure proposed by the Adviser;
- (c) where the Adviser advised the Client of the risks arising from the solution chosen by the Client and the Client chose the solution identified as a risk by the Adviser despite the Adviser's warning;
- (d) where the damage was caused due to a change in legislation or its generally accepted interpretations which come into force at a time after the provision of performance by the Adviser;
- (e) where the damage was caused due to a procedure on the basis of the Preliminary Output provided to the Client;
- (f) where the Client failed to duly and timely comply with its obligation set out in Article 5/2 of the Terms and Conditions, thereby making it impossible for the Adviser to timely file an appeal or take another similar step against any such decision;
- (g) where the Client did not allow the Adviser to try and prevent the damage or reduce its scope;
- (h) due to the use of the performances provided to the Client by the Adviser under the Agreement by third parties;
- (i) where the damage was caused due to the failure to provide the requested document, information or assistance, or due to the fact that the information or document provided by the Client was incorrect, incomplete or distorted, or due to the fact that the Client failed to timely inform the Adviser of a change in the documents and information;
- (j) due to an insufficient securing of data and software of the Client against loss and damage, due to the penetration of viruses into the Client's network, and due to loss suffered as a result of legal defects of the Client's software;
- (k) where the damage was caused due to the disclosure of the performances provided to the Client if such a disclosure is required by the law or by decision of the court or administrative authority;
- (l) where the damage was caused by the intervention of the Client, its employees or third parties in the Adviser's performance; and
- (m) where the damage was caused due to technical reasons beyond the Adviser's control, especially due to power failure, the interruption of the Internet connection, or the failure or abuse of electronic communication networks that are not under the direct control of the Adviser.

5/4 Within the meaning of Section 2898 of the Civil Code, the Parties agree to limit the Adviser's obligation to pay a compensation for damage suffered by the Client in connection with the performance of the Agreement, so that the Adviser has an obligation towards the Client to compensate the Client for damage, provided that the Adviser caused the damage:

- (a) only up to the amount corresponding to the total amount of the price paid under the relevant Agreement in the case of a one-off provision of services; or
- (b) only up to the amount corresponding to the amount of the price paid under the relevant Agreement in the last six months preceding the occurrence of the damage in the case of a repeated provision of services;

This shall not apply to damage caused to the natural rights of the Client or damage caused intentionally or through gross negligence.

5/5 In the event another person also provides performance to the Client in the same matter and unless the Parties agree otherwise, the Adviser is obliged to compensate the Client only for the damage caused by the Adviser, to the extent of the Adviser's share in the performance provided; this shall be without prejudice to Article 6.4 of the Terms and Conditions.

6 Liability for Defects

- 6/1 The Adviser is responsible for ensuring that the outcome of performance at the time of its takeover or acceptance by the Client corresponds to the Agreement and any documentation provided by the Adviser.
- 6/2 During the performance of the Agreement, the Client is obliged to check whether the course of the performance corresponds to the terms and conditions agreed. The Client is obliged to notify the Adviser of any identified defects in writing without undue delay, otherwise the Client shall be held liable for any damage caused by the Client's delay.
- 6/3 Any complaint must be made in writing and delivered to the address of the Adviser's registered office, and must include the choice of one of the legal claims. The Adviser is not liable in particular for defects caused by the intervention of a person other than the Adviser's employee or Adviser's employee trained to carry out the respective activities, by improper operation and use, or by changes to the system configuration not consulted with the Adviser.
- 6/4 In the event of a complaint, the Adviser shall immediately initiate the resolution of the complaint; in the event of an unjustified complaint, the Adviser shall notify the Client and prove that the complaint is not justified. Unless the complaint is justified, the Adviser is entitled to a fee for the activities leading to the removal of the defect. A complaint is deemed resolved if the Adviser has removed the defects or if the Client has acknowledged that the complaint is not justified.
- 6/5 In the case of irreparable defects, the Client is entitled to a reasonable discount on the price of the performance.

7 Service of Documents and Communication between the Parties

- 7/1 If the Parties did not designate their representatives authorised to communicate with the other Party (the "contact person") in the Agreement, either Party may designate its representative unilaterally in writing. The contact person of the Client receives the Adviser's requests concerning the provision of information and documents, as well as any requests relating to assistance on the part of the Client, accepts and approves the fulfilment of the Adviser's obligations, manages the process of reporting requirements, and supervises the related activities. The contact person of the Adviser is responsible for the Adviser's performance, manages the process of receiving requirements, and supervises the related activities.
- 7/2 Each Party is entitled to change its contact person at any time, or assign a different contact person to the Client for a particular task; however, that Party is obliged to notify the other Party of such a change or assignment in writing without undue delay. Any such change shall take effect with respect to the other Party as soon as the other Party learns about the change.
- 7/3 The Parties shall inform each other in writing about all circumstances and facts that are or may be important for the due and timely fulfilment of the Agreement without undue delay. The Client agrees to inform the Adviser of any change to its registered office and/or contact address without undue delay.
- 7/4 All documents, in particular notifications, requests, requirements, notices of termination, withdrawals or other communications, establishing, amending or terminating the legal relations between the Parties under the Agreement or the Terms and Conditions, which shall be made by the Parties in writing, shall be, unless the Agreement stipulates otherwise:
 - (a) delivered in person (by a courier or through another person);
 - (b) sent by registered letter to the address specified in the header of the Agreement,
 - (c) sent by e-mail to the e-mail address specified in the Agreement or
 - (d) sent via the Contracting Party's data box.
- 7/5 The written form of communication shall also be deemed maintained when using the form accessible after the authentication of the sender through the Adviser's Web interface.
- 7/6 The Parties agree that the date of delivery of any document shall be deemed to be the day when the addressee had the opportunity to familiarise himself/herself with the document, whether the addressee accepted the document, refused to accept the document, or the document was received by a third person for the addressee at the addressee's address, even if the addressee does not know of the receipt of the document, or the document could not be delivered to the last known address of the addressee, or on the basis of the presumption of the delivery date pursuant to Section 573 of the Civil Code, whichever occurs first. For the purposes of delivering e-mail messages between the Parties, such messages shall be considered to be delivered at the moment of sending them. If any document is not deliverable to the

other Party due to the failure of that Party to provide assistance, the document shall be deemed delivered on the day on which a futile attempt at delivery was made.

- 7/7 The Client acknowledges that the Adviser has taken all reasonable measures to prevent virus transmission in connection with the sending of documents (including attached files) by e-mail. When sending documents by e-mail, the Adviser is not liable for the consequences of the delivery of the documents (including attached files) to a person other than the addressee or for the deletion or non-delivery of the documents (including attached files) due to an electronic communication failure. The Adviser cannot guarantee the security of electronic communication and does not assume any liability for any loss caused by the damage to the recipient's computer programs or electronic data as a result of receiving an electronic message.
- 7/8 The Client acknowledges that none of the employees or representatives of the Adviser may make any legal acts on behalf of the Adviser without the written consent of the Adviser's governing body or other authorised person.
- 7/9 The Client acknowledges that the Adviser considers the provided information and documents to be complete, true and faithful, unless the Adviser learns otherwise in a particular case.
- 7/10 In the event the Client's assistance is required under the Agreement and unless the relevant part of the Agreement stipulates otherwise, the Client is obliged to provide such assistance within three (3) business days of receipt of the request for assistance, unless the Parties agree otherwise in writing. In the event the Client fails to provide assistance by that deadline, the running of the deadlines of the Adviser for the performance of the Agreement shall be suspended.

8 Confidentiality

- 8/1 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.
- 8/2 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 (the "**Proprietary Information**").
- 8/3 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 the 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.
- 8/4 The Parties' employees or agents shall maintain the confidentiality obligation to the same extent as the Parties. The confidentiality obligation shall also be binding on the legal successors of the Parties.
- 8/5 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.
- 8/6 The confidentiality obligation concerning the confidential information shall be in effect for two (2) years from the provision of the confidential information.

- 8/7 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.

9 Personal Data Protection

- 9/1 If the performance of the Agreement is to include the processing of personal data in the possession of the Client as the data controller or 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.
- 9/2 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, forward the processed personal data to the Client, and dispose of personal data, unless agreed otherwise between the Parties.
- 9/3 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.
- 9/4 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.

10 Transfer of Rights

- 10/1 If the object of the performance consists in the creation of any work or the transfer of the rights to any thing, the Client shall only obtain such a work or rights upon the payment of the agreed price, unless expressly agreed otherwise.
- 10/2 The Client acknowledges that all original outputs created in the performance of the Agreement are the objects of a copyrighted work, and as such are protected by Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the "Copyright Act"), as amended, and the Client is entitled to use the original outputs only for the purpose arising from the Agreement, and the Client is authorised to use those outputs only under a licence agreement.
- 10/3 If a copyrighted work is created in the performance of the Agreement (within the meaning of Section 2 of the Copyright Act), the Client shall acquire a non-exclusive, non-transferrable, space- and time-unlimited licence (or sublicense), as of the moment of creation of the work/payment of the relevant portion of the work, to use the copyrighted work and exercise the right to utilise databases, within the meaning of Section 88 of the Copyright Act, which are part of any deliveries under the Agreement, in all the known ways of use within the meaning of the Copyright Act, for the entire period of duration of the author's property rights, including the permission to modify the copyrighted works and databases, combine them with other works and include them in collective works.
- 10/4 The price for the aforementioned licence is included in the price for the work taking into account the purpose of the licence and the manner and circumstances of the use of the work and the spatial, temporal and quantitative scope of the licence.
- 10/5 If the so-called open source software, for which the Adviser cannot grant licence to the Client (or cannot be reasonably expected to do so), is part of the performance, the Adviser is obliged to ensure that such open source software is available to the public free of charge, including the source codes, the complete original user, operation and administrator documentation, and the right to modify the software.
- 10/6 The so-called proprietary software, for which the Adviser cannot grant licence to the Client (or cannot be reasonably expected to do so), may be part of the performance, but only upon the fulfilment of one of the following conditions:
- (a) It is a software by renowned manufacturers, which is commercially available;
 - (b) It is a software for which the Adviser guarantees, given the software's (i) marginal significance, (ii) uncomplicated connectivity or (iii) severability and substitutability within the performance without the need to spend significant resources, that the software may be further developed by a person other than the Adviser without prejudice to the rights of the authors of the software, as no intervention in the software source codes will be necessary, or because any replacement of the software will not constitute a major complication or expense on the part of the Client.

- 10/7 The Adviser represents and warrants that it has settled all copyright relating to the performance or that the Adviser has obtained the consents of all authors of the work to assigning the rights to the Client, and the Adviser is thus authorised to assign the property rights to the work to the Client within the meaning of Section 58(1) of the Copyright Act. The Adviser also declares that the assignment of the property rights does not infringe any third-party rights.
- 10/8 Any unjust enrichment in the event the Client violates the licence arrangements or fails to pay the price of the licence shall amount to five times the price of the relevant licence.
- 10/9 The Client is not obliged to use the licence.

11 Term of the Contractual Relationship

- 11/1 Unless the Agreement stipulates otherwise, it is made for an indefinite period of time. The contractual relationship terminates by agreement of the Parties, upon due fulfilment of the obligations of both Parties, by notice of termination or by withdrawal, all according to the following provisions of the Terms and Conditions. If the contractual relationship was concluded for a fixed period, it will also terminate upon the lapse of that period or upon due fulfilment of the obligations of both Parties.
- 11/2 During the term of a relationship agreed for an indefinite period of time, either Party may terminate the Agreement in writing. In that event, the relationship established by the Agreement shall terminate upon the lapse of a four-month notice period, which commences on the first day of the month following the month in which the notice was delivered to the other Party. During the notice period, the Adviser is entitled to the agreed price or to a price calculated based on the hourly rates and time, but at least in the amount of the average of the last three monthly performances charged to the Client, and in the amount of the last charged monthly performance where three monthly performances have not been charged to the Client yet.
- 11/3 The Adviser is entitled to withdraw from the Agreement or from a partial performance as part of the services provided under the Agreement:
- (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 2/8 and 2/9 of the Terms.
- 11/4 In the event of termination of the Agreement, the Parties are obliged to carry out billing and the settlement of mutual obligations and receivables arising from the Agreement by the end of the month following the month in which the Agreement was terminated; the Client is obliged to pay a portion of the price relating to the already accepted partial performances for the period before the termination of the Agreement.
- 11/5 The Parties agree that upon the lapse of an additional period provided by one of the Parties for the fulfilment of an obligation with which the other Party is in delay without the other Party having fulfilled that obligation, the Agreement shall not be automatically withdrawn from, even in a case where the entitled Party informs the other Party that the additional period for fulfilment will not be extended any more.

12 Final Provisions

- 12/1 The Terms and Conditions supersede any prior arrangements of the same or similar nature made between the Client and the Adviser. If the Agreement made between the Adviser and the Client contains provisions which are inconsistent with any provision of the Terms and Conditions, the provisions contained in the Agreement shall apply.
- 12/2 The Parties expressly acknowledge that the basic terms and conditions of the Agreement are the result of negotiations between the Parties and each Party has had the opportunity to influence the content of the basic terms and conditions of the Agreement.
- 12/3 Should any provision of the Agreement or the Terms and Conditions prove to be void and ineffective, such defect shall be assessed in terms of effect on the other provisions of the Agreement in accordance with Section 576 of the Civil Code.

- 12/4 The Parties exclude the application of the following provisions of the Civil Code to the Agreement: Section 557, Section 1740(3), Section 1793, Section 1799, Section 1800 and Section 1805(2). The Client hereby assumes the risk of a change in circumstances pursuant to Section 1765 of the Civil Code.
- 12/5 The rights arising from the Agreement or any breach thereof shall lapse within two (2) years from the date on which the right could be exercised for the first time.
- 12/6 The Parties have agreed that provisions of Articles 2/7, 4/8 to 4/10, entire Articles 5 to 10 and other provisions which by their nature can be assumed to survive termination shall survive termination of this Agreement.
- 12/7 The Adviser is entitled to provide performance similar to the performance provided under the Agreement to third parties that are competitors of the Client.
- 12/8 The Client acknowledges and agrees that the Adviser will include the Client's reference in the Adviser's marketing activities and presentation materials. The Client acknowledges and agrees that if any of the business cases under which the Adviser provided performance for the Client is made public by the Client, the Adviser is entitled to publicly acknowledge that it performed the respective work for the Client; nevertheless, even in such a case the Adviser is not entitled to publish more details about the business case than previously published.
- 12/9 By signing the Agreement, the Client further agrees, in accordance with Section 7(1) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to some Acts, as amended, that the Adviser may send commercial messages and other promotional or marketing materials to the Client's e-mail address and that the Adviser may maintain its contact persons details for this purpose.
- 12/10 In accordance with Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, the Client, by entering into the Agreement with the Adviser and accepting the Terms and Conditions, agrees that any disputes arising from the Agreement shall be submitted to the so-called general court of the Adviser, which shall be the court with the territorial jurisdiction for any such disputes. In the event the Agreement contains an international element, the Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980).
- 12/11 The Adviser is entitled to change or amend the Terms and Conditions. The Adviser is obliged to inform the Client of any proposed changes or amendments by e-mail or via data box at least fourteen (14) days prior to the effective date of such changes. In the event the Client fails to express its disagreement with the proposed changes or amendments to the Terms and Conditions by e-mail or via data box within fourteen (14) days of the day on which the Adviser sent to the Client an e-mail or data message with the proposed new version of the Terms and Conditions, the Client shall be deemed to agree to the proposed changes or amendments. In the event the Client expresses disagreement with the change to the Terms and Conditions, either Party is entitled to terminate the Agreement in writing. The termination shall take effect on the day on which the written notice thereof is delivered to the other Party.
- 12/12 If the Parties agreed in the Agreement on any deviations from any provisions relating to these Terms and Conditions, the relevant provisions of the Terms and Conditions effective at the moment of entering into the Agreement with the deviations agreed in the Agreement shall apply in the event of any further changes to the Terms and Conditions in the relationship between the Parties. The effectiveness of other amendments and supplements to the Terms and Conditions vis-à-vis the Client shall not be affected by this provision.
- 12/13 These Terms shall also apply to the contractual relationship between the Client and the Adviser's legal successor.

The Client hereby confirms that it is familiar with the following important provisions contained in these Terms and Conditions, that the Client understands and expressly accepts all these provisions: (i) the contractual penalty for employee solicitation (Article 2/7); (ii) a shorter payment period (Article 4/6); (iii) the right to set off any receivables (Article 4/9); (iv) the limitation of the Client's right to damages (Article 5/4); (v) the exclusion of the protective provisions relating to adhesion contracts, the exclusion of interpretation to the detriment of the petitioner and the exclusion of the limit for late payment interest (Article 12/4), (vi) the assumption of the risk of a change in circumstances by the Client (Article 12/4); (vii) the exclusion of the rule on the conclusion of the Agreement in the event of an insubstantial deviation in acceptance (Article 12/4).

Accepted by the Client on:

Client's corporate name:

Signature:

Name:

Title:

Annex: Price List of IT Services Provided by RSM CZ a.s.