

BUSINESS AND LICENCE TERMS AND CONDITIONS OF RSM PAYROLL SOLUTIONS CZ S.R.O.

1 General Provisions

- 1/1 These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of the company RSM Payroll Solutions CZ s.r.o., with its registered office at Karolinská 661/4, Karlín, 186 00, Prague 8, Company ID No. 45272085, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert No. 9166 (hereinafter referred to as the “**Consultant**” or in the Agreement also as the “**Supplier**”), govern the relationships between the Consultant and its customer (hereinafter referred to as the “**Client**” or in the Agreement also as the “**Customer**”; both jointly also referred to as the “**Contracting Parties**” or individually as the “**Contracting Party**”). The objective of the Terms and Conditions is to regulate the aforementioned relationships in order to prevent potential disputes, and to familiarise the Client with the basic principles of performance by the Consultant.
- 1/2 The Terms and Conditions form, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), an integral part of the agreement concluded between the Consultant and the Client (hereinafter referred to as the “**Agreement**”; the subject matter of the Agreement hereinafter referred to as the “**performance**”). If the Agreement does not contain specific arrangements concerning the performance provided by the Consultant, or if the Agreement has not been concluded between the Client and the Consultant, the Consultant shall provide the individual performance on the basis of a written order of the Client (unless the Consultant accepts orders sent by email or verbal orders). In such a case, the rights and obligations of the Consultant and of 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 Consultant and the Client, the Consultant shall provide services to the Client in the regime set out in the Terms and Conditions even before the Client has signed the Terms and Conditions. The same applies if the Terms and Conditions were presented to the Client but not signed by the Client for any reason, if the Client at the same time continues to use the services of the Consultant and there is no explicit agreement between them on other terms of service.
- 1/3 The Consultant provides, in particular, payroll consultancy services, including payroll outsourcing (hereinafter referred to as “**Payroll Consultancy**”), and the licensing, implementation, support and maintenance of the payroll processing software developed thereby, and human resources function in accordance with the legislation of the Czech Republic (hereinafter referred to as “**SW Services**” and SW developed by the Consultant, hereinafter referred to as “**SW Nugget**”). The general provisions of these Terms and Conditions and the special provisions of these Terms and Conditions governing the provision of a specific performance provided to the Client shall apply to the provision of each of the performances specified in the previous sentence; special provisions of these Terms and Conditions governing the provision of individual performances not provided to the Client shall not apply.
- 1/4 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. 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.
- 1/5 The Contracting 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 pursuant to Section 433 of the Civil Code, and with regard to the fact that the Client is sufficiently professionally equipped to assess the subject of performance and its suitability for the Client.
- 1/6 The Client expressly agrees that although the Agreement is concluded between the Client and the Consultant, these Terms and Conditions also apply to the legal relationship between the Client and the Consultant’s employee who has been authorised to execute some partial performances under the Agreement by the Consultant in person.
- 1/7 The outputs which the Consultant provides to the Client in any form and which are designated by the Consultant as working, preliminary, indicative, draft or other versions with a similar meaning, or with respect to which it is clear, given the circumstances, that they are not the final versions of the Consultant’s output (hereinafter referred to as the “**Preliminary Outputs**”), are not intended for the Client to make, on the basis of the information contained therein, any decisions or actions, or to proceed according to the Preliminary Outputs in any way.

2 Rights and Obligations of the Parties

- 2/1 When providing services, the Consultant is bound by laws and other generally binding legal regulations, and by the Client's orders or instructions within the limits of such laws and regulations.
- 2/2 The Consultant is entitled to provide services to third parties that are competitors of the given Client. The Consultant is also entitled to provide services to third parties in matters in which the Client may have an interest.
- 2/3 The Client commits to provide the Consultant with the conditions necessary to fulfil the Agreement, especially with all necessary cooperation 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 provision of the performance. If the Client is in delay with the provision of cooperation, the deadlines originally set for the Consultant's performance shall also be extended accordingly.
- 2/4 The Consultant may provide the performance through remote access to the Client's environment, which the Client is obliged to establish and maintain, upon request, at its own expense. If the services in connection with the Agreement are provided at the registered office of the Client, the Client shall provide space for the project teams' meetings at its own expense. The Consultant commits to comply with the safety, hygiene, fire and environmental regulations in the Client's workplaces, provided that the Consultant has been familiarised with such regulations by the Client in advance.
- 2/5 The Client commits not to offer employment to the Consultant's employees or to persons who are in a similar relationship with the Consultant or who cooperate with the Consultant and at the same time are involved in the 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.
- 2/6 The Client is, in particular, obliged to:
- (a) provide the Consultant with all papers, documents and other information which the Consultant believes are necessary for the proper fulfilment of the Consultant's obligations under the Agreement and the Terms and Conditions, and which the Client will be asked by the Consultant to provide, within three business days from the request, unless the Contracting Parties agree otherwise;
 - (b) provide the Consultant with any other cooperation requested by the Consultant, such as granting powers of attorney, giving explanations, etc., and to provide access, to the necessary extent, to the Client's environment, as well as to the Client's responsible management and other employees;
 - (c) pay the agreed fee as and when due; and
 - (d) inform the Consultant immediately of any changes in the underlying materials, information, IT systems and equipment, as well as in other material facts relating to the provision of services under the Agreement.
- 2/7 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. The Client is also entitled to provide information and underlying materials to the Consultant by saving them in SW Nugget, if the Consultant always has access to it.
- 2/8 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 nonmisleading form.
- 2/9 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 10 of the Terms and Conditions shall apply to the withdrawal from the Agreement for this reason.
- 2/10 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 10 of the Terms and Conditions shall apply to withdrawal from the Agreement for this reason.

3 Price Arrangements

- 3/1 Unless the Agreement stipulates a flat-rate fee regardless of the particular time range of the works or a fee determined in another way, the Consultant is entitled to the usual fee if the subject of the Agreement is the provision of SW Nugget, or to a fee calculated according to the time spent by the individual employees during the provision of the performance to the Client multiplied by the hourly rate relevant for the job position where the respective employee is categorised if the subject of the Agreement is the provision of payroll or SW services. The price list of services provided by the Consultant forms an annex to the Terms and Conditions (hereinafter the **"Price List"**). Unless otherwise agreed, in the case of a bespoke SW Nugget software module created by the Consultant for the Client on the basis of an order, the price of such module does not include the price for updates to the module, which will be provided to the Client at a price agreed between the Parties or at a price calculated according to the time spent by individual employees of the Consultant in providing performance to the Client multiplied by the hourly rate for the position to which the employee is assigned. 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. This is without prejudice to Article 3/12 of the Terms and Conditions. If the Client does not agree with an intended change, the Client is entitled, until the effective date of the proposed change, to terminate the Agreement by giving a written notice of termination. 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.
- 3/2 In addition to the remuneration pursuant to Article 3/1 of the Terms and Conditions, the Consultant is entitled to reimbursement of reasonably incurred costs to the extent determined in the Price List. The Consultant is entitled to incur costs (incurred for postal and courier services, official stamps, taxis, etc.) in the usual amount in connection with the provision of services without the further approval of the Client. If the Consultant concludes that it is necessary to incur costs in excess of the usual amount, the Consultant is obliged to inform the Client thereof immediately. In such a case, the Client is obliged, upon the Consultant's request, to pay the amount of these costs in advance. The Client acknowledges that all of the Consultant's cost estimates are of an indicative nature and the Consultant is not responsible for any case in which such an estimate is exceeded.
- 3/3 Regardless of the agreed pricing method, the Consultant shall keep records of the hours worked by the individual employees of the Consultant when providing the performance. If the provision of the performance by the Consultant to the Client is terminated for any reason prior to the completion of the agreed works, for which a flat-rate fee has been agreed, the Consultant shall be entitled, for the work performed, to a fee calculated according to the hourly rates and the records under the preceding sentence; such a fee must not exceed the corresponding agreed flat-rate fee. The Client acknowledges that, unless the Agreement expressly stipulates otherwise, neither the determination of the fee nor the Client's obligation to pay the fee is subject to the outputs or final conclusions arising from the provision of performance.
- 3/4 If it becomes clear during the fulfilment of the Agreement, on the basis of the Consultant's records, that given the state of the underlying materials and the degree of cooperation provided by the Client or for other objective reasons, the scope of the works necessary to complete the performance, as assumed during the negotiations on the terms and conditions of the Agreement, will be exceeded, as a result of which the value of the Consultant's works calculated according to the number of hours worked by the Consultant's employees multiplied by the agreed or usual hourly rate of an individual employee will be higher by more than 10% than the agreed flat-rate fee, the Client is obliged, based on a written request of the Consultant, to enter into negotiations with the Consultant as regards the conclusion of an amendment to the Agreement, the subject matter of which will be determination of a new fee.
- 3/5 The Client acknowledges that the Consultant is entitled to require an advance on the fee from the Client (hereinafter referred to as the **"Advance"**) upon the conclusion of the Agreement or at any time during the provision of performance under the Agreement. If the Consultant asks the Client to pay an Advance, the Consultant is entitled to start with the provision of performance under the Agreement or to continue with the provision of performance under the Agreement only after the Client has paid in full the Advance on the basis of what is termed a proforma invoice issued by the Consultant.
- 3/6 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. 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.
- 3/7 The Client is obliged to discuss any discrepancies in invoicing with the Consultant 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 that any portion of the fee is disputable, this shall not affect the Client's obligation to pay the remaining, undisputed, portion of the fee. The Client acknowledges that if the fee is paid by the Client from a bank account held in another currency than Czech crowns, all banking fees associated with such a payment shall be borne by the Client.
- 3/8 If the Client has unsettled overdue liabilities, the Consultant 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 Consultant shall be entitled to suspend further performance of the

Agreement until all the Client's liabilities are paid. In this case, the Consultant is also entitled to require the Client to uninstall SW Nugget and not to use it anymore, and the Client must do so immediately upon the Consultant's request. For the period of exercise of this right, the Consultant shall not be deemed to be in delay with the suspended performance or with 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 Consultant 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 in the payment of an invoice, the Consultant is also entitled to withhold documents and other things taken over from the Client or from other persons for the Client until the Client has met all of its obligations.

- 3/9 The Consultant 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 in the form of advances in the same or another matter to which the due receivable relates, or for another purpose, or against funds deposited by the Client or by another person in favour of the Client into the Consultant's custody, unless the applicable legislation rules out the possibility of the offset. The Consultant is obliged to inform the Client of the offset without undue delay. If the Client has multiple debts, any payment shall always be used first to settle the debt determined by the Consultant, regardless of which debts have already been the subject of a demand for payment and which have not. The Contracting Parties exclude, in relation to receivables from the Client, the application of Section 1987 (2) of Act No. 89/2012 Coll., the Civil Code, and agree that even an uncertain and/or indeterminate receivable is eligible for offsetting.
- 3/10 The Client agrees not to assign or transfer any of its receivables from the Consultant to a third party without the prior written consent of the Consultant. For the avoidance of doubt, email or another type of electronic message shall not be considered written form for the purposes of this provision.
- 3/11 By signing the Agreement, the Consultant confirms that the bank account stated in the tax document is the account which is published, pursuant to Section 96 of Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"), by the tax administrator in a manner allowing remote access, i.e. as information in the VAT Payer Register (hereinafter referred to as the "Registered Account").
- 3/12 The Consultant is entitled to increase the price, if agreed as a regular payment, once a year, always as of 1 January of the calendar year in question, by the inflation rate expressed as an increase in the average annual index of the Average Annual Inflation Rate published by the Czech Statistical Office. The Consultant shall be obliged to notify the Client of such change no later than 1 May of the calendar year in question. If the Client has already paid the regular payments without the increase, a separate invoice will be issued for the additional payment of the increase as of 1 January of the calendar year in question.

4 Damage Compensation

- 4/1 The Consultant is obliged to compensate the Client for any property damage (loss) incurred by the Client in association with the provision of performance by the Consultant, where the Consultant has caused that damage (loss). The Consultant has concluded an insurance policy with a reputable insurance company to cover the event of liability for damage caused by the provision of the Consultant's performance, and shall maintain this type of insurance throughout the duration of the Agreement.
- 4/2 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.
- 4/3 The Consultant shall not be liable for any damage incurred by the Client in connection with the performance of the Consultant:
 - (a) by extraordinary and unforeseeable obstacles occurring independently of the Consultant's will,
 - (b) if the Client deviates from the procedure suggested by the Consultant;
 - (c) if the Consultant notified the Client of the risks arising from the solution chosen by the Client and the Client, in spite of the Consultant's warning, has chosen a method of solution that the Consultant identified as risky;
 - (d) the Consultant notified the Client of the risks arising from different interpretations of legal regulations by courts, arbitration panels, state administration bodies and other authorities and, despite this fact, the Client proceeds in a manner which the Consultant identified as risky;
 - (e) 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;

- (f) the damage has been incurred as a result of steps taken based on information contained in a Preliminary Output provided to the Client;
- (g) the Client fails to fulfil its obligation under Article 4/2 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;
- (h) the Client fails to allow the Adviser to attempt to prevent the occurrence of damage or to limit the amount thereof
- (i) the damage is incurred by third parties as a result of using information provided to the Client by the Adviser under the Agreement;
- (j) 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;
- (k) as a result of insufficient securing of the data and software of the Client against loss and damage, as a result of the penetration of viruses into the Client's network, and as a result of losses incurred as a result of legal defects in the Client's software or defects in the Client's hardware;
- (l) 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;
- (m) if the damage was caused by an intervention of the Client, its employees or third parties into the Consultant's performance; and
- (n) if the damage was caused by technical reasons beyond the Consultant's control, especially a power outage, interruption of the internet connection, or the failure or abuse of electronic communication networks that are not under the direct control of the Consultant.

4/4 Within the meaning of Section 2898 of the Civil Code, the Contracting Parties have agreed to limit the Consultant's obligation to pay compensation for damage incurred by the Client in connection with the performance of the Agreement, so that the Consultant has an obligation towards the Client to compensate the Client for this damage, provided that the Consultant caused the damage, only up to the amount:

- (a) corresponding to the total amount of the fee paid under the relevant Agreement in the case of a one-off provision of services; or
- (b) corresponding to half of the amount of the annual fee paid to the Adviser under the relevant Agreement in case annual payment is agreed on for services provision; or
- (c) corresponding to the amount of the fees 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 and to damage caused intentionally or through gross negligence.

4/5 In the event that another person also provides performance to the Client in the same matter and unless the Contracting Parties have agreed otherwise, the Consultant is obliged to compensate the Client only for the damage caused by the Consultant itself, to the extent of the Consultant's share in the performance provided; this shall be without prejudice to Article 6.4 of the Terms and Conditions.

5 Terms of Delivery of SW Nugget

5/1 In the event that the implementation of SW Nugget and/or data transfers to SW Nugget is the subject of performance, the Consultant is obliged to hand over to the Client the performance capable of serving its purpose within the period determined in the Agreement; the Client is entitled not to accept the performance of the Consultant only as a result of its inability to serve its purpose. In the event that the Consultant's performance is defective but fit for the intended purpose, the Client is obliged to accept the performance and may accept the performance with a reservation.

5/2 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 email). 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.

5/3 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 emergence of circumstances which the Consultant could not prevent or foresee;
- (c) suspension of performance as a result of the failure of the Client to pay the agreed fee;

- (d) failure by the Client to provide cooperation; in such a case, the change of deadline only applies to the part of the performance for which the cooperation was not provided; and performances that follow it or that are contingent upon it in any way. The dates of other partial performances shall remain unchanged, including the date of release into operation or the date of the handover and takeover of the performance; the deadline for the production of parts of the performance following the part where the Client was in delay with providing cooperation, or of parts conditional upon that part, shall be extended by the period for which the cooperation was not provided, just like the date of the handover of such parts.
- 5/4 If the performance outputs (partial performance) are subject to an acceptance procedure under the Agreement (hereinafter "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 to have been executed at the moment of the completion of those parts;
 - (b) The handover and takeover of the performance or of a part thereof shall be performed by a person authorised by the Client, unless the Contracting Parties expressly determine otherwise. In the case of the handover of a performance subject to 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, within five (5) business days of receiving a notification that the performance has been handed over for acceptance, to prepare an acceptance protocol and to submit it, signed by a person authorised by the Client, to the Consultant. Unless the Client provides any comments or raises any objections within the agreed deadline, the subject of performance shall be deemed to have been accepted upon the lapse of the last day of this deadline, and the Consultant is entitled to issue the invoice;
 - (ii) the Client shall state one of these statements in the acceptance protocol: Accepted, Accepted with Reservations (with the reservations being stated in the acceptance protocol, including the required deadline of the solution), 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 Client is obliged to state the reasons for not accepting the subject of performance in the acceptance protocol. If the acceptance procedure ends with the statement "*Accepted with Reservations*", the Consultant is obliged to remedy the shortcomings or reservations mentioned in the protocol within a reasonable deadline;
 - (iii) if the Client does not accept the output under a duly conducted acceptance procedure, the Consultant is obliged to remedy the reservations mentioned in the acceptance protocol. If the agreed deadline for the respective phase lapses, the Consultant shall find itself in delay with the fulfilment of that phase. After the remedying of the reservations, but no later than by the time the deadline for the remedying of reservations has lapsed, the Consultant is obliged to initiate a new acceptance procedure by handing over the outputs for acceptance again;
 - (iv) if, as a result of failure to conduct the acceptance procedure in a contractually determined procedure or as a result of non-acceptance of the performance or part thereof within the deadlines specified in the Agreement for reasons that lie solely with the Client, the Consultant is unable to continue within the planned deadlines for the fulfilment of the subject of the Agreement, the Consultant has the right to postpone the follow-up deadlines in the project schedule by the amount of time during which the Client's reasons prevented the Consultant from continuing within the planned deadlines. 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 form the basis and the main criterion for the acceptance.
- 5/5 The handover and takeover of the performance as a whole demonstrating the complete fulfilment of the subject matter of the Agreement shall mean the signing of the acceptance protocol, or of a set of protocols if the Agreement stipulates multiple protocols, submitted by the Consultant and signed by the Client, with the acceptance result of "Accepted" or "Accepted with Reservations".
- 5/6 If representatives of both the Client and the Consultant are to be present at the acceptance, the Consultant is obliged to invite the Client to the acceptance procedure at least five days before the scheduled acceptance. If the Client fails to attend, the Consultant 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 Consultant 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 5/4(b)(i) of the Terms and Conditions.

- 5/7 In the event the Client has used, in its business operations, the performance with live data for at least two (2) weeks, this shall be seen as a complete fulfilment of the Agreement, just as if all the relevant acceptance protocols had been handed over (such use of the performance in business operations does not include the verification of the performance and its testing with copies of live data while running the old information system of the Client in live operation and with live data in parallel).

6 Ownership Rights and Licences of SW Nugget

- 6/1 The Consultant is the executor of the property rights to SW Nugget and the Client is entitled to use SW Nugget only in the scope and manner arising from these Terms and Conditions and the Agreement. The Consultant declares and guarantees that it has settled all ownership rights relating to its performance, or that it has obtained the consents of all authors of the work to assigning these rights to the Client, and thus the Consultant is entitled to assign the property rights to the work to the Client within the meaning of Section 58(1) of the Copyright Act. The Consultant also declares that the assignment of the property rights does not infringe any third-party rights.
- 6/2 The Consultant provides the Client with a remunerated, non-exclusive, territorially unlimited Licence to the extent specified in the Agreement. The Client acquires the licence by paying the agreed fee. The Client is entitled to use the licence only for the purpose arising from the Agreement and/or is not obliged to use it.
- 6/3 Performance may include the provision of third-party software. The Consultant shall expressly point out this fact to the Client. The Client is obliged to observe the licence and other terms and conditions of the provider of such software.
- 6/4 SW Nugget needs third-party software for its functionality, especially Microsoft products (OS Windows, MS Office), Adobe and MicroFocus. The Consultant bears no responsibility for errors in the installation, configuration, and fulfilment of the licence terms and conditions of third-party applications. The Client further acknowledges that any modifications of third-party software may result in a limitation of the functionality of SW Nugget or in its complete failure, or in its incompatibility or reduced interoperability with new versions of third-party software.
- 6/5 The Client acknowledges that in order to be fully functional SW Nugget requires proper implementation and updating. The Adviser agrees to provide the Client with updates that are necessary to keep SW Nugget up to date for the duration of the engagement under the Agreement and to notify the Client of the availability of said updates by sending the Client by e-mail information about the update and a link to download it to the e-mail address provided by the Client. If the Client fails to perform said update within a reasonable time, the Client shall have no rights under the defect resulting from the failure to perform the update. Unless it is agreed by the Parties that SW Nugget is located on the Consultant's servers, the Client is responsible for the proper implementation and updating of SW Nugget. The Consultant may implement SW Nugget for the Client on the basis of a special implementation and/or support agreement. The Client acknowledges that in order for SW Nugget to function properly, the Client must provide suitable hardware, software and network connectivity to access or use SW Nugget.
- 6/6 If what is termed open source software, for which the Consultant cannot grant a licence to the Client or cannot be reasonably expected to do so, is a part of the performance, the Consultant is obliged to ensure that it is open source software which 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.
- 6/7 What is termed proprietary software, for which the Consultant cannot grant a licence to the Client or cannot be reasonably expected to do so, may form a part of the performance, but only upon the fulfilment of some of the following conditions:
- (a) it is software from reputable manufacturers, which is commercially available;
 - (b) it is software for which the Consultant guarantees, given the software's (i) marginal significance, (ii) uncomplicated connectivity or (iii) separability 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 Consultant without prejudice to the rights of the authors of the software, because 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.
- 6/8 The client is aware that SW Nugget is developed for a system environment. The Consultant is not responsible for defects caused by interventions in SW Nugget or by changing the system environment, especially by installing new applications, fixing patches, changing hardware configuration settings, etc. Neither is the Consultant responsible for the loss of data and the correctness of the contents of the data files.

- 6/9 The Consultant does not guarantee that SW Nugget will meet all the Client's requirements. Prior to giving its consent to these Terms and Conditions, the Client is obliged to become acquainted with SW Nugget, to assess its suitability for use by the Client or, if the Client is not capable of assessing the suitability on its own, to arrange an expert assessment for this purpose. The Consultant does not guarantee the faultless operation of SW Nugget if it is operated together with third-party software applications of other producers which prevent SW Nugget from operating smoothly, or if it is operated by the Client on incorrectly configured hardware.
- 6/10 The Client acknowledges that without updates processed by the Consultant, SW Nugget cannot be without defects in the long term. By means of updates, the Consultant especially responds to developments in the legislation, the area of information technologies or third-party software. The Consultant bears no responsibility for any malfunction or limitation on the functionality of SW Nugget caused by changes in the area of information technologies; this does not apply within the scope of the guarantee for defects in SW Nugget.
- 6/11 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.
- 6/12 In particular, the Client is not entitled:
- (a) to grant a sublicense, to assign the licence or rights to SW Nugget or their performance, or to make SW Nugget available in a manner other than one resulting from its normal use, except for a sublicense granted by the Client to an external supplier, but only for the purpose of providing performance to the given Client
 - (b) to reproduce SW Nugget for the purpose of its dissemination, to rent it and lend it, or to create software derived from SW Nugget;
 - (c) to perform de-compilations, modifications, processing or translations or make any other changes to SW Nugget or the individual computer programs, their parts or the databases contained in SW Nugget, even for the purpose of removing defects or ensuring interoperability within the meaning of the provisions of Section 66 of the Copyright Act, or to retrospectively design, disassemble, dismantle or otherwise transform the source codes of SW Nugget or a part thereof.
- 6/13 The Client can perform or offer any kind of services directly or indirectly related to SW Nugget (even in the form of SaaS), and any related consultancy for any third party, regardless of the manner in which such services are offered and performed. However, the Client cannot modify and develop SW Nugget.
- 6/14 The Client is aware of the fact that the use of SW Nugget inevitably involves the electronic transmission of data. The Client is responsible for securing such transmission, whether it takes place through DSL, cable, or any other high-speed internet connection, as well as for periodic updates of the applicable software for the purpose of using SW Nugget.
- 6/15 The Client hereby expressly gives its consent to the Consultant gaining access and that it may save electronic communication and other data of the Client, i.e. data stored by the Client via SW Nugget. The Client acknowledges that the electronic communication will be transmitted through various networks, only some of which may be owned or operated by the Consultant. The Client further acknowledges that the electronic communication, when transmitted via the internet, network communication equipment, telephone or any other electronic means, may be accessible to unauthorised persons. The Consultant is not responsible for the Client's electronic communication or data which is delayed, lost, altered, intercepted or saved during the data transmission by a network which is not owned or operated by the Consultant, including, but not limited to, the internet and the Client's local network.

7 Liability for defects in SW Nugget

- 7/1 The Consultant is responsible to the Client for SW Nugget not having any defects upon its takeover.
- 7/2 The guarantee covers:
- (a) defects in the documentation, which shall be replaced free of charge within the guarantee;
 - (b) the operation of SW Nugget without defects; this means the proper operation of SW Nugget in accordance with the documentation and its amendments, in a suitable system environment.
- 7/3 Except for the above-stated guarantees, SW Nugget is provided without other guarantees of any kind. Defects in SW Nugget do not include e.g. the fact that SW Nugget does not contain possible legislative changes which were not effective at the time at which the corresponding version of SW Nugget was issued, or that it does not run using hardware or software which was not available at the time of the development of SW Nugget.
- 7/4 The Client is obliged to report the defect either via email or via the Consultant's hotline. Each time a defect is reported, the Client is obliged to provide a description of the situation in which the defect occurred, the manifestations of the defect, their impacts, possible causes of the defect, and whether the Client itself has attempted to resolve the defect and how. The fact that the Consultant has found out that the malfunctioning of SW Nugget was caused by the Client or by a third party shall also be deemed to be proper remedying of the defect.

- 7/5 The Client is obliged to provide the Consultant with effective and needed cooperation in localising the defect and the causes thereof, in simulating the situation resulting in the defect, in testing the amendments performed, in remedying the consequences of the defect, data recovery and all other activities that are necessary in the respective situation. If several defects occur in parallel, the Client is entitled to determine which of the defects shall be addressed by the Consultant first; this shall not apply if such a defect cannot be resolved separately from another defect. In order to verify whether the defect is due to the Client's inadequate digital environment pursuant to the last sentence of Article 6/5 of the Terms and Conditions, the Client shall provide the Advisor with the necessary cooperation to the extent reasonably requested. If the Client refuses to provide such cooperation, the burden shall be on the Client to prove that SW Nugget has a defect for which the Adviser is liable.
- 7/6 The Consultant commits to remedy all defects in SW Nugget within a reasonable deadline. The response time for the receipt of a defect notification is twenty-four hours from the moment of the notification of the request communicating the defect by the Client, unless otherwise agreed with the Client. The response time runs only during normal working hours and on business days.
- 7/7 The Consultant is not liable for any incident that is not a defect in SW Nugget and for such an incident the Consultant is not bound by the deadlines for response or remedying of the defect agreed by the Client and the Consultant. The Client acknowledges that error messages or other defects or errors which do not complicate the activities of SW Nugget in any manner may be removed by an update or upgrade of SW Nugget.

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 (hereinafter 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 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.
- 8/4 The Parties' employees or agents shall maintain the obligation to maintain confidentiality to the same extent as the Parties. The obligation to maintain confidentiality 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 fulfilment of the Agreement includes the processing of personal data held by the Client in the position of administrator or processor, the Client shall be obliged to propose that the Contracting Parties conclude an agreement on the personal data processing. The Consultant is in the position of a processor for the purposes of personal data protection.
- 9/2 The Consultant is entitled to process personal data within the fulfilment of the Contract. The purpose of the processing and the means of the processing shall be determined by the Client and specified in the personal data processing agreement or otherwise. In order to fulfil the Agreement, the Consultant shall, in particular, be entitled to save personal data on information carriers, to edit personal data, to archive

personal data for a period necessary to exercise the Consultant's rights arising from the Agreement, to forward the processed personal data to the Client, and to dispose of personal data, unless otherwise agreed between the Contracting Parties.

- 9/3 While handling personal data, the Consultant shall ensure a level of security appropriate to the probable risk to the rights and freedoms of the 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 the mutual agreement of the Parties.
- 9/4 In accordance with the effective legal regulations, the Consultant 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 Duration of the Contractual Relationship

- 10/1 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.
- 10/2 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 Consultant is entitled to the agreed fee or to a fee calculated according to the hourly rates and time, but at least in the amount of the average of the last three monthly performances charged to the Client, or in the amount of the last charged monthly performance if three monthly performances have not yet been charged to the Client.
- 10/3 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 reasons specified in Article 2/9 and 2/10 of the Terms.
- 10/4 In the event of the termination of the Agreement, the Contracting Parties are obliged to carry out billing and 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 fee relating to the already accepted partial performances for the period before the termination of the Agreement.
- 10/5 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.

11 Miscellaneous Provisions

- 11/1 Unless the Agreement or the Client's explicit written instruction implies otherwise, if the Client grants to the Consultant the power of attorney necessary to fulfil the obligations under the Agreement, the Consultant may always grant the authorisation from the power of attorney to a selected employee of the Consultant or to a third party chosen by the Consultant.
- 11/2 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.
- 11/3 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.
- 11/4 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.

- 11/5 If either of the Contracting Parties refuses to accept any of the documents referred to in Article 11/4 of the Terms and Conditions, the date of delivery shall be deemed to be the date on which the refusal to accept such a document occurred.
- 11/6 If any of the documents referred to in Article 11/4 of the Terms and Conditions is not deliverable to the other Contracting Party as a result of the failure of that Party to provide cooperation, the document shall be deemed to have been delivered on the date on which a futile attempt to deliver it was made.
- 11/7 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.
- 11/8 The Client further acknowledges that none of the employees or representatives (agents) of the Consultant is entitled to take any legal measures by email on behalf of the Consultant without the written consent of the Consultant's governing body or another 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.

12 Final Provisions

- 12/1 These Terms and Conditions supersede any prior arrangements of the same or a similar nature made between the Client and the Consultant. If the Agreement concluded between the Consultant and the Client contains provisions which are in contradiction of 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 a defect shall be assessed in terms of its 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 assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.
- 12/5 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.
- 12/6 The Contracting Parties have agreed that the provisions of Articles 2/5, 2/8, of the whole of Article 4, Article 5/3, of the whole of Articles 6-9, Article 10/4 and other provisions that may be expected to do so by reason of their nature shall outlive the termination of this Agreement.
- 12/7 In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, by concluding the Agreement with the Consultant and accepting the Terms and Conditions, the Client agrees and concludes with the Consultant that what is termed the General Court of the Consultant has territorial jurisdiction for the resolution of potential disputes arising from the Agreement.
- 12/8 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. In the event that the Client expresses disagreement with a change in the Terms and Conditions, either Contracting 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.

12/9 If the Contracting Parties have 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 the conclusion of the Agreement with the derogations agreed in the Agreement shall apply in the event of any further changes to the Terms and Conditions in the relationship between the Contracting 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.

The Client hereby confirms that it is familiar with the following important provisions contained in these Terms and Conditions, that it understands all these provisions, and that it expressly accepts these provisions: (i) the contractual penalty for trying to hire the other Party's employees (Art. 2/5), (ii) a shorter maturity (Art. 3/6), (iii) the right to set off any receivables (Art. 3/9), (iv) the limitation on the Client's right to damage compensation (Art. 4/4), (v) the exemption of the protective provisions relating to the adhesion agreements regime, the exemption from interpretation to the detriment of the proposer and the exemption from the limit for interest on late payment (Art. 12/4), (vi) assuming the risk of a change in the circumstances of the Client (Art. 12/4), (vii) the exemption from the rule on the conclusion of the Agreement if an immaterial deviation is made to the acceptance (Art. 12/4).

Annex: Price List for Services

Received by the Client on:

Business name of the Client:

Signature:

Name:

Title: