

Annex No. 2

Special Terms and Conditions of SMART Office & Companies, s.r.o.

1. Definitions

Advice	means a notice of a Delivered Consignment delivery, containing in particular the date of the consignment delivery, or its brief description and, if known, also information about its sender
Price List	means the price list for Services, to which reference can be made within the Contract, unless the Remuneration has expressly been agreed by the Contract
Additional Services	means services supplied by the Provider to the Client beyond the scope of the Provision of Registered Office, if their provision has been agreed in the Contract by Contracting Parties
Delivered Consignment	means a consignment delivered to the address of the Registered Office to the Client's attention by post, in person, as well as a message delivered there by e-mail or telephone and intended for the Client
Contact Address	means the address specified in the Contract in the article "Client's Contact Details"
Contact E-mail	means three-mail address specified in the Contract in the article "Client's Contact Details"
Contact Mobile	means the number of mobile telephone specified in the Contract in the article "Client's Contact Details"
Contact Person	means the person specified in the Contract in the article "Client's Contact Details", as well as a natural person who hands over to the Provider a written authorization/power of attorney, granted by the Client or Contact Person, to exercise the rights of a Contact Person within the scope of such authorization/power of attorney and for the time of its duration; if for any reason the Provider has doubts about the correctness and authenticity of the authorization/power of attorney, it is entitled not to consider as a contact person the person who showed such a written authorization until the correctness and authenticity of the submitted authorization have been verified in a way chosen by the Provider; however, the Provider is not obliged to verify the authenticity of signature attached to the authorization, or the right of the signing person to grant such authorization, if it is a person whose right to sign such deed results from the Contract or other documents deposited with the Provider or from publicly available data.
Contact Telephone	means the telephone number specified in the Contract in the article "Client's Contact Details"
Documents on the Client's registered office relocation	means the minutes of the Client's General Meeting that decided to change the Client's registered office from the Registered Office address to any other appropriate address (or other document of identical legal effects, e.g. the decision of the Client's sole associate or shareholder or Client's statutory body, if sufficient) and an application for the entry of the said change in the Client's registered office into the relevant public register, or also into the records of the Trade Licensing Office, to the application a seal of the relevant receiving office shall be attached or a dispatch note of the consignment by which this application was sent, the application according to the previous sentence must contain all the necessary requisites
Non-standard Consignment	means a consignment delivered in any way to the address of the Registered Office to the Client's attention, and meeting at least one of the following conditions:(i) weighing more than 2 kg, (ii) any dimension exceeding 60 cm, (iii) suspecting that the consignment is for any reason dangerous or perishable or containing living organisms or requiring any special storage, or (iv) acceptance of such consignment is conditional on the provision or acceptance of any other performance (in particular monetary); and (v) each of several consignments delivered in a temporal and material context, and which cannot be stored together in a space of less than 1 m ³ , is also considered a non-standard consignment.
Outgoing Consignment	means a Delivered Consignment addressed (forwarded) to the Client by the Provider, or any other information, message or expression of will that is not a Special Consignment
Provider	means SMART Office & Companies, s.r.o., Company ID:27252841, having its registered office at Rohanské nábřeží 671/15, Karlín, 186 00 Prague 8, registered in the Commercial Register kept by the Prague Municipal Court under file no. C 107821
Business Day	means every Monday, Tuesday, Wednesday, Thursday and Friday, unless it is a public holiday or other holiday according to the legal regulations applicable in the Czech Republic
Opening Hours	means the time from 8.30 a.m. to 5.00 p.m. (current time at the place of the registered office address) on each Business Day

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

www.smart-office.cz

Registered Office	means the head office at the address indicated as registered in the Contract
Revolving	means a mechanism for the automatic extension of the Contract duration by the Base Period, if such mechanism has been agreed in the Contract
Head Office	means the registered office of a legal entity or natural person - an entrepreneur
Services	means all services provided by the Provider to the Client on the basis of the Contract, consisting in Provision of the Registered Office at the agreed address and possibly also in Provision of Additional Services, if agreed by the Contracting Parties within the Contract
STC	means these special business terms and conditions, creating Annex No. 2 to the Contract
GTC	means the general business terms and conditions, creating Annex No. 1 to the Contract
Provision of the Registered Office	means the mediation of a written statement by the owner of a property or unit located at the address of the Registered Office, or a statement of the person authorized to otherwise dispose of this property, apartment or non-residential space, stating that they agree with the location of the Registered Office; consent according to the previous sentence means the consent required for the registration of the Client's Registered Office into the relevant public register (usually Companies Register), or for the issue of a trade license
Founder	means a natural or legal person representing the Client in accordance with Section 127 of the Civil Code in the period before the Client's registration into the relevant public register (usually Companies Register)
Base Period	means a definite period of time for which the Contract has been concluded at the time of signing the Contract by the Contracting Parties (i.e. without taking into account any Revolving)
Special Consignment	means a consignment containing (i) a statement of the Provider's will, leading to the creation, amendment or termination of the Contract, in particular a proposal to amend or terminate the Contract, termination of the Contract, withdrawal from the Contract, (ii) Provider's notice not to extend the duration of obligation under the Contract, if the Contract has been agreed with Revolving, (iii) invoices issued by the Provider, as well as any other acts related to the payment of the Remuneration and Purposefully Expended Costs, (iv) any other manifestations of the Provider's or Client's will, the effectiveness of which requires their delivery to (receiving by) the other Contracting Party

2. Introductory Provisions

- 2.1. These STC apply to Services provided by the Provider under the Contract. These STC together with the Contract, or the Price List and the GTC are creating a legally binding contractual documentation between the Provider and the Client.
- 2.2. Unless otherwise stipulated in these STC, terms with an initial capital letter shall have the meaning defined in the GTC.

3. Client's General Obligations

- 3.1. The Client declares that they are aware of any and all their obligations, related to the location of the registered office at the address of the Registered Office, towards courts, public authorities (especially state administration and self-government), as well as towards third parties. The Client further expressly confirms that they are aware of all requirements of the Czech legal system (especially the Civil Code) relating to the registered office of a legal entity or natural person - an entrepreneur, and that all possible legal consequences arising from the choice of the Registered Office address under the terms of the Contract shall be borne by the Client. In this context, the Client is aware in particular of the fact that there may be a delegation of the tax authority local jurisdiction, and of the fact that everyone can invoke the actual registered office of the legal entity, and that the legal entity cannot object, against anyone who invoked the registered office, that it has its actual registered office in another place.
- 3.2. The Client declares that their beneficial owner is every natural person registered as their associate/shareholder in the Companies Register and if such person is not registered, then they declare that every registered member of the Client's statutory body is the beneficial owner of the Client.
- 3.3. In their own, or made on their own initiative, marketing or other documents, records, presentations and other information sources, the Client may not use a photograph or other representation of the building located at the Registered Office address, or the Provider's business name or other wording or designation capable of giving the impression of any connection between the Client and the Provider, unless they have the prior written consent of the Provider.
- 3.4. For the duration of the Contract, the Client undertakes to refrain from doing business in the same or similar field of business of the Provider, as well as participating in the business of another person in a field of the same or similar field of business of the Provider.
- 3.5. If a distraint or enforcement against the Client's property has been ordered, and at the execution thereof the Provider's property was accidentally affected, relocated, damaged, sold or seized, the Client shall be liable to the Provider for any damage incurred by the Provider in connection therewith.
- 3.6. For fundamental decisions concerning the management and leadership of the Client's company and after prior separate agreement with

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

the Provider, the Client is entitled to use (to rent), for a short period of time, meeting rooms at the Registered Office address, designated for this purpose, at the price specified on the Provider's web interface [http://www. smart-office.cz/](http://www.smart-office.cz/) or in the Price List and under conditions set by the Provider.

- 3.7. Against the Provider, the Client hereby assumes the risk of change in circumstances pursuant to Section 1765, Paragraph 2 of the Civil Code. The Client is not entitled to demand from the Provider, and/or to seek in court, the renewal of negotiations on this Contract due to a substantial change in circumstances establishing a gross disparity in the rights and obligations of the Contracting Parties. Furthermore, the Client is not entitled to withdraw from or otherwise terminate the Contract solely because of a change in circumstances on which they apparently relied at the Contract conclusion to such an extent that they cannot reasonably be required to continue the obligation.

4. Provision of the Registered Office

- 4.1. The consent to situate the Client's registered office at the address of the Registered Office lasts only for the duration of the obligation arising under this Contract. With the Contract termination, the legal title for the registration of this information in the relevant public register (usually Companies Register) expires as well.
- 4.2. The Provider is entitled to inform the courts, state administration and self-government bodies, as well as third parties, in particular persons seeking the Client in the building located at the given address, about the termination of the consent to locate the Client's Registered Office at the Registered Office address. The Provider is entitled to use all possibilities available to it by the applicable legal regulation to delete the Client's registered office, or in other words, to achieve a conformity between the records in the relevant public register and the actual situation.

5. Provision of Additional Services

- 5.1. The scope of Additional Services will be agreed by the Contracting Parties by marking the relevant fields for the types of Additional Services in the Contract.
- 5.2. Advice Letters shall be sent to the Client in a manner agreed in the Contract. Unless otherwise agreed between the Contracting Parties, for the purpose of sending the Advice Letter, the Provider is not obliged to open the Delivered Consignments or to ascertain their contents in any other way.
- 5.3. Forwarding of Delivered Consignments shall be performed in the manner and at the time intervals agreed in the relevant part of the Contract. Unless otherwise agreed between the Contracting Parties, for the purpose of sending the Advice Letter, the Provider is not obliged to open the Delivered Consignments or to ascertain their contents in any other way.
- 5.4. Delivered Consignments, to be stored at the Provider for personal takeover in accordance with the Contract, shall be handed over to the Contact Person, namely at the agreed Provider's address and during Business Hours, unless otherwise agreed.
- 5.5. All Provider's obligations in connection with the Delivered Consignments have been exhaustively and completely agreed in the Contract. The Provider is under no circumstances obliged to perform any other acts in this context.
- 5.6. The Provider is obliged to take over on behalf of the Client and further forward the Delivered Consignments to the extent agreed in the Contract.
- 5.7. The Provider is entitled to refuse to take over Non-Standard Consignments and only notify the Client of an attempt to deliver them in a manner similar to that of the Advice Letter.
- 5.8. The Additional Service marked "Receiving mail and forwarding it to the address" shall be provided only through the delivery service of Česká pošta s.p. The Additional Service "Re-direction to the address" shall be provided on behalf of the Client through the Czech Post and only in relation to consignments of the Czech Post s.p., and shall not apply to any other couriers.
- 5.9. In the case of providing the Additional Service marked as "Scanning of mail", the Provider is obliged to open the Delivered Consignments on behalf of the Client and scan their contents and send it to the Client at the Client's e-mail address designated, and at the same time the Client expressly authorizes the Provider to do so.

6. Remuneration and Purposefully Expended Costs

- 6.1. The Remuneration consists of a one-time activation fee and a remuneration for the provision of the Service; the activation fee is a flat rate for one-off activities of the Provider related to the establishment of a contractual relationship between the Provider and the Client, it is non-refundable and payable once upon signing the Contract; the Client is also obliged to pay the Remuneration for the provision of Services for each commenced month of the duration of obligation established by the Contract, while its monthly amount is determined according to the sum of prices for individual agreed Services listed in the Price List and the scope of Services provided as at the end of each month.
- 6.2. The Client undertakes to pay the Provider
- Remuneration for the Base Period no later than 5 working days following the date of Contract conclusion;
 - Remuneration for the next period in the case of Revolving, on the basis of an advance invoice issued by the Provider. The invoice according to the previous sentence shall be issued by the Provider no earlier than 14 days before the expiry of the Base Period;

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

- c) Purposefully Expended Costs for the Base Period, which shall be reimbursed on the basis of a tax document (invoice) issued by the Provider within 5 days following the date of the Base Period expiry, or from the date of early termination of the Contract. If at any time during the Base Period the Effective Costs reach 50% of the Remuneration paid for this period, the Provider is entitled to issue a separate invoice for the Purposefully Expended Costs incurred since the moment at which the event occurred, even repeatedly;
- d) Purposefully Expended Costs for the next period in the case of Revolving, which shall be reimbursed on the basis of a tax document (invoice) issued by the Provider within 5 days following the date of the next period expiry, or from the date of early termination of the Contract. If at any time during the next period the Purposefully Expended Costs reach 50% of the Remuneration paid for this period, the Provider is entitled to issue a separate invoice for the Purposefully Expended Costs incurred since the moment at which the event occurred, even repeatedly.
- 6.3. If the Client terminates the Contract prematurely and at the same time the Remuneration for the Basic Period or the Remuneration for the next period, in the case of Revolving, have already been paid the Provider is not obliged to refund the Remuneration paid to the Client. If the Provider terminates the Contract prematurely and at the same time the Remuneration for the Basic Period or Remuneration for the next period, in the case of Revolving, have already been paid the Provider is obliged to refund to the Client any possible excess remaining after offsetting all Provider's receivables from the Client (e.g. Purposefully Expended Costs), which belongs to the Client in the proportion of the paid Remuneration for the period in which the obligation no longer lasted; However, the Provider shall not be obliged to refund to the Client the excess in cases where the Contract was terminated by withdrawal pursuant to Para.11.5 hereof or Para. 18.3 of the GTC.
- 6.4. The basic fee for forwarding Delivered Consignments, set out in the Price List, includes the take over and safekeeping of the Delivered Consignments in quantities not exceeding 50 items delivered within each calendar month by the postal license holder, courier, or other person, and forwarding this mail according to the frequency and method agreed in the Contract by post to an address in the Czech Republic. The number of consignments remaining up to this limit and not used up in the given calendar month does not increase the limit of consignments for the following calendar month.
- 6.5. The basic fee for telephone service with the receptionist (Operator), which is set out in the Price List, includes the assignment of a telephone number and the receipt of telephone calls in an amount not exceeding 15 incoming telephone calls per month through the operator. The number of telephone calls remaining up to this limit and not used up in the given calendar month does not increase the limit of telephone calls for the following calendar month. Acceptance of each additional telephone call above the agreed limit is subject to a special fee for each such telephone call according to the Price List.
- 6.6. In the case of providing the "Re-direction" Service, the Client expressly agrees to the price agreement regarding this Service, as set out in the Price List.
- 6.7. The Provider is entitled to charge the Client a fee for representing the Client during an announced or unannounced visit by state administration or self-government bodies, representatives of the media or the public. The Client and the Provider have agreed that this fee is CZK 2,500 excluding VAT for one hour of representing the Client. The fee is only applicable to cases of visits which, by their nature, go beyond the normal framework and/or framework provided for in the Contract (e.g. a visit requiring the Provider to cooperate for more than 15 minutes, a visit by media representatives, law enforcement officials, a visit requiring participation of a member of the Provider's management during this visit, repeated visits, etc.).The Client undertakes to pay this fee immediately after these costs have been incurred by the Provider.
- 6.8. The Provider is entitled to charge the Client expenses for possible legal representation of the Provider if the Provider deems it necessary for the protection of itself and of its other clients. The Client undertakes to pay the expenses for legal representation immediately after these costs have been incurred by the Provider. Expenses for legal representation shall be determined according to the actual costs incurred by the Provider in connection with the provision of legal representation by a lawyer. The choice of a lawyer is the right of the Provider. To avoid any doubt, it is expressly stated that the Client's obligation to reimburse the Provider for legal representation expenses pursuant to the previous point applies to all legal representation expenses incurred in connection with the enforcement of any Provider's claims under the Contract. At the same time, the Client undertakes to reimburse all other expenses incurred by the Provider in the given context.
- 6.9. The Provider is entitled to charge fees and expenses according to Para.6.7and6.8hereof for visits and/or expenses for legal representation in those cases where a representative of the Provider is forced to appear at any state administration or self-government body, including law enforcement authorities, for the purpose of giving explanations or providing cooperation, and this fact is in connection to the business or activities of the Client.
- 7. Delivery Service**
- 7.1. The Provider's obligation to send (to forward) the Delivered Consignment to the Client was fulfilled by sending it by post, i.e. by submitting the Outgoing Consignment to the holder of the postal license for transport to the Contact Address, in case of sending by courier service by handing over the Outgoing Consignment to the courier service, in case of sending by e-mail at the moment of sending the Outgoing Consignment by e-mail to Contact E-mail address. Unless otherwise agreed between the Contracting Parties, the Provider is not obliged to choose other than the basic method of transport of the Outgoing Consignment in terms of speed and other parameters of delivery. The Provider is not obliged to find out whether the Outgoing Consignment has been properly delivered or to review in any way the correctness of the contact information to which the Outgoing Consignment was sent. The Client is solely responsible for the delivery

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

of the Outgoing Consignment to contact details. The fact that the Outgoing Consignment was not delivered or was returned to the Provider as undeliverable for any reason does not affect the fulfilment of the Provider's obligation.

- 7.2. Special Consignments are considered by the Contracting Parties to be delivered by post on the third Business Day following the date of submitting the consignment to the holder of the postal license for transport to the address of the Client's representative specified in the header of the Contract, in case of sending by courier service upon expiry of the second business day following the day of handing over the Special Consignment to the courier service chosen by the Provider for transport to the address of the Client's representative specified in the header of the Contract, in case of sending by e-mail at the time of sending the Special Consignment by e-mail to the e-mail address of the Client's representative specified in the header of the Contract, and in case of safekeeping with the Provider for personal take over, at the expiry of 24 hours following the dispatch of the Advice Notice to the Client's representative in any manner agreed in this Article, all regardless of whether, when and in what manner the consignment was actually delivered to the other Contracting Party. Outgoing Consignments are considered by the Contracting Parties to be delivered at the same time only with the difference that they are to be addressed not to the Client's representatives, but to the contact details of the Contact Person according to the Contract. Notwithstanding anything previously stated, the Provider is entitled to send Special Consignments to other contact details or in another way, if it is appropriate in its discretion.
- 7.3. Contact details and details of the Client's representative are binding for the Contracting Parties and may be changed only by a Client's notification delivered to the Provider by post or e-mail. In case of any doubt, it shall be deemed that the newly notified Contact Address cancels all previous Contact Addresses, which applies to other items of contact details and details of the Client's representative accordingly. Newly notified contact details and details of the Client's representative are effective against the Provider within 24 hours of their delivery to the Provider, unless the Provider has any doubts about the correctness and authenticity of the delivered notification for any reason. In such a case, the newly notified contact details and details of the Client's representative towards the Provider shall become effective only 24 hours after verification of the correctness and authenticity of the delivered notification in a manner chosen by the Provider.
- 7.4. The Client is responsible for any consequences of discrepancy between the contact details as well as details of the Client's representative duly notified to the Provider and the matter of fact, and the Provider is not obliged to verify the correctness of the notified contact details and details of the Client's representative in any way.
- 7.5. If the Contract contains more than one contact information, or information of the Client's representative, and unless expressly agreed otherwise, the Provider is entitled to choose at its own discretion any of the contact information, or information of the Client's representative, and to use this contact information, or information of the Client's representative, for sending any Outgoing Consignment, or Special Consignment, or for any other communication with the Client. Unless stated otherwise in the Contract, the Provider has a similar option also if more than one information is stated in the Contract within one type of contact details, or details of the Client's representative, and in such a case the Provider fulfils its obligation by sending the Outgoing Consignment, or Special Consignment, to at least one contact detail selected by the Provider from the specified type of contact details, or details of the Client's representative.
- 7.6. Any proposals, notifications and other expressions of the Client's will to be delivered to the Provider must be sent to the address of the registered office of **SMART Office & Companies s.r.o. registered in the Companies Register**, or to the **e-mail address info@smart-office.cz** (only if the option of sending by e-mail has been agreed in the given case).

8. Contractual Penalties

- 8.1. The Client undertakes to pay the Provider contractual penalties in the following amounts for breach of their following obligations:
1. in the amount of CZK 10,000 for each individual breach of each individual obligation agreed in the Article 3 hereof, or the obligation, the breach of which is the reason for withdrawal from the Contract by the Provider,
 2. in the amount of CZK 500 for each commenced day of the Client's delay in fulfilling any of their obligations under Para. 6.4 and 6.5 hereof,
 3. in the amount of CZK 500 for each commenced day of the Client's delay in fulfilling their obligation to hand over to the Provider the Deed of Relocation of the Client's registered office, until the fulfilment of this obligation regardless of any Contract termination,
 4. in the amount of CZK 1,500 for each commenced day of the Client's delay in fulfilling any of their obligations under Para. 11.9 hereof,
- 8.2. The Provider undertakes to pay the Client a contractual penalty in the total amount of CZK 1,000 for a culpable breach of its obligations in connection with delivery to the address of the Registered Office to the Client's attention, but only on condition that the breach of such obligation caused provable damages to the Client. The Provider undertakes to pay the contractual penalty in the same amount to the Client if through the fault of the Provider the confidential data were communicated to a third party in violation of the Contract and the Client incurred provable damages therefore.

9. Liability for Damages and Defective Performance

- 9.1. **With regard to the nature of Services, the Contracting Parties agree that the Provider is not liable for any defective performance in connection with the Services, including performance of third parties (e.g. the Czech Post/Česká pošta s.p.). With regard to the**

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

www.smart-office.cz

nature of Services, the Client hereby waives in advance any rights from defective performance (of Services) provided on the basis of the Contract, in accordance with the provision of Section 1916 Para. 2 of the Civil Code.

- 9.2. The Client undertakes to compensate the Provider for any and all damages incurred as a result of locating the Client's Head Office at the address of the Registered Office or in any other connection with this Contract.
- 9.3. With regard to the nature of Services, the Client informs and the Provider acknowledges that damages that may be caused by the Provider or persons authorized to fulfil individual obligations of the Provider under the Contract by their actions or omissions while breaching their obligations under the Contract shall not exceed CZK 1,000, which also applies to damages caused in connection with the subject of the Contract in the period before the Contract entry into force and after its termination (this provision shall become effective at the moment of the Contract conclusion). If this amount increases during the term of the Contract, the Client is obliged to inform the Provider thereof without any undue delay, and the Provider is entitled to withdraw from the Contract in such a case immediately.
- 9.4. **With regard to the previous paragraph, the Client hereby expressly waives the right to compensation for damages or any other claims that may arise from this Contract or in connection therewith as a result of other than intentional conduct of the Provider or conduct of the Provider performed in gross negligence, and exceeding the amount of CZK 1,000. The waiver under the previous sentence includes, for example, claims that may the Client incur due to non-provision of a Service, an error or omission in connection with this Contract, due to delay in courier service or other non-delivery of any consignments or any interruption of Services under this Contract.**

10. Contract Duration

- 10.1. The Contract has been concluded for a definite period defined by the Base Period agreed in the Contract.
- 10.2. If the Contract has been concluded for a definite period with Revolving, its duration is automatically extended by at least the Base Period, unless the Client or the Provider notified the other Contracting Party in writing that they insist on its termination. Such notification shall be delivered to the other Contracting Party at least 1 month before the Base Period expiration.

11. Contract Termination and Amendments

- 11.1. In addition to the general methods of contracting pursuant to Article 3 of the GTC, the following procedure may also be used for concluding amendments to the Contract. The Provider shall send the proposed wording of the Contract amendment to the Client, and unless the Client informed the Provider in writing within 15 days following the date of this proposed change delivery that they do not agree with the proposed change, such omissive conduct of the Client represents an expression of consent to such proposed change of the Contract, namely by expiration in vain of the last day of that period. If the Client disagrees with the proposed change, the Provider is entitled to terminate the Contract. The Contract may also be terminated by agreement between the Contracting Parties in the manner agreed in this paragraph about the Contract amendment.
- 11.2. Contracts may also be amended in the relevant sections in the following ways:
1. by the Client's notification as regards the change of contact details and details of the Client's representative in the sense hereof,
 2. as regards the extension of the scope of Services provided in a manner similar to the previous paragraph, but with effect from the first day of the following calendar month (unless otherwise agreed in each individual case).
- 11.3. The Provider is entitled to terminate the Contract with a 15-day notice period beginning on the day following the day of notice delivery to the Client.
- 11.4. The Client is entitled to terminate the Contract only
1. if the Provider grossly and repeatedly violates its obligations under the Contract, by giving notice with a 15-day notice period beginning on the day following the day of notice delivery to the Provider;
 2. otherwise in accordance with Para. 18.2 of the GTC.
- 11.5. The Provider is entitled to withdraw from the Contract and/or suspend (interrupt) the provision of Services:
1. if the consent, granted to the Client, to locate the head office at the address of the Registered Office was revoked;
 2. if the Client uses the Services provided for conduct that is in conflict with valid legal regulations, good morals or is otherwise capable of harming the Provider, or there is a reasonable suspicion of such conduct;
 3. if the number of personal visits of the Client coming to the building located at the Registered Office address exceeds 10 persons per day and/or 20 persons per week or the number of telephone calls to the Client requiring the use of the Services exceeds 15 per day or 45 per week;
 4. in case of a breach of any Client's obligation under the Contract,
- 11.6. The Provider is entitled to terminate the Contract and/or withdraw from it also in other cases agreed in the GTC or stipulated in the Civil Code.
- 11.7. The Contract shall automatically terminate at the latest at the end of the Provider's authorization to grant consent to locate the head

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

office at the Registered Office address.

- 11.8. If the Contract has been terminated, the Client agrees that until the notice period expiration, their business name shall no longer be marked at the Registered Office address or the relevant building, and they will be provided with the service of a personal mail collection instead of postal re-direction (if it has been agreed). In such cases, the Provider is obliged only to safekeep this Delivered Consignment for a period of 20 days and to hand it over to the Contact Person upon request. In such cases, the Provider is not obliged, in particular, to send the Client any Advice Notice or forward the Delivered Consignment to them, regardless of the Contract content, unless otherwise agreed in connection with the Contract termination. **After the expiration of the agreed safekeeping period in vain, the Provider is entitled to destroy (shred) the Delivered Consignment upon its discretion without further notice or to send it back to its sender stating that the addressee no longer resides at the given address.**
- 11.9. Within 15 days following the date of Contract termination, the Client is obliged to submit to the Provider Documents on the transfer of the Client's registered office (proving the transfer of the head office from the Registered Office address to another address). This obligation continues even after the Contract termination.

12. Other Provisions

- 12.1. If the Client's business name is being changed in connection with the Contract conclusion, a new business name is considered to be decisive for the purposes of marking the Client's registered office.
- 12.2. If the Client is represented by the Founder in accordance with Section 127 of the Civil Code, the Founder is obliged to notify the Provider without any undue delay that actions concerning the Contract performed by the Founder on behalf of the Client, including the Contract conclusion, have been approved. For purposes of this paragraph, the expression "without any undue delay" means no later than 30 days following the Client's registration into the relevant public register. By agreement between the Founder and the Provider, this period may be extended accordingly. If the Client performed any action or act in relation to the Provider concerning the Contract (e.g. payment of Remuneration, receipt of mail, etc.) after being duly registered in the relevant public register, such action will be considered an action taken by the Client provided that the Client is bound by the Contract. If the Founder failed to fulfil obligations under this paragraph, the Provider may claim compensation for damages incurred by the Provider in connection with such breach of Founder's obligations. Furthermore, the Founder acknowledges that in case when the Client has not approved the Contract, the Founder shall be bound by it in full.

SMART Office

ROHAN BUSINESS CENTER, Reception B, Rohanské nábřeží 671/15, 186 00 Prague 8, Czech Republic

T/F +420 267 997 787, E info@smart-office.cz, Company ID 27252841, VAT CZ 27252841

Companies Register kept by Prague Municipal Court, Section C, Insert 107821, IBAN CZ69 0800 0000 0000 0515 2302, account number:5152302/0800

www.smart-office.cz