

## Annex No. 1

# General Terms and Conditions of the APOGEO Group

## 1 Introductory Provisions

- 1.1 Members of the APOGEO Group are interested in ensuring a high standard of Service provision throughout the group; To this end, as well as for the purpose of rationalization and transparency of the general terms and conditions, these GTC have been adopted, which enshrine the general framework of Contracting Parties' rights and obligations.
- 1.2 Unless otherwise agreed in the Contract or GTC, these GTC shall apply, provided that (i) the Contract always takes precedence over the STC and these GTC, and (ii) the STC always take precedence over these GTC.
- 1.3 By concluding the Contract, the Client declares that they is concluding the Contract in the position of an entrepreneur and that their property is not subject to any distraint, they is not bankrupt, nor is they in danger of bankruptcy.
- 1.4 If the Client is a legal entity, the person signing the Contract on behalf of the Client confirms that they is entitled to represent the Client in contractual matters; the person signing the Contract on behalf of the Client is aware that if they has not been authorized to this signature, they is bound by the Contract themselves, unless the Client has subsequently approved the conclusion of the Contract (Section 440 of the Civil Code) or the conclusion of the Contract was considered approved (Section 446 of the Civil Code).
- 1.5 If they is not a lawyer, according to the provisions of Section 2018 of the Civil Code, the natural person representing the Client expressly declares that they shall pay all monetary obligations (including accessories) incurred by the Client on the basis of the Contract, including STC or GTC, and which the Client has not met at the time of their maturity.

## 2 Definitions

<b>Law Office</b>	means a person authorized to provide legal services in the Czech Republic in accordance with Act No. 85/1996 Coll., on Advocacy, as amended
<b>Amendment</b>	means an amendment to the Contract, concluded in accordance with the contracting process agreed by the Contracting Parties
<b>GDPR</b>	means the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)
<b>Client</b>	means a person designated in the Contract as a client of the Provider
<b>Civil Code</b>	means the Act No. 89/2012 Coll., the Civil Code, as amended
<b>Remuneration</b>	means the Provider's remuneration for the provision of a Service and further, as the case may be, any other monetary performance associated with the provision of Services, not including the Purposefully Expended Costs, and agreed by and between Contracting Parties within the Contract
<b>Provider</b>	means any member of the APOGEO Group who provides a Service under the Contract
<b>APOGEO Group</b>	means all persons regardless of the legal order according to which they have been established and by which they are governed, and which are in any legal, factual, personal, business, hobby or in another similar way connected with the company APOGEO - i.e. APOGEO, s.r.o.(Company ID:27661237), APOGEO Audit, s.r.o.(Company ID:27197310), APOGEO Esteem, a.s.(Company ID:26103451), APOGEO Transactions, s.r.o.(Company ID:05669391), Smart Office & Companies, s.r.o.(Company ID:27252841), PKF Family Office, s.r.o.(Company ID:27197310), Smart Companies (CY) Limited (Reg. No. HE296195)
<b>Services</b>	means services provided under the Contract by any company of the APOGEO Group

<b>Contract</b>	means a contract concluded between one or more members of the APOGEO Group on the part of the Service Provider(s) and the Client as the recipient of the Service, as amended by any subsequent Amendments, and the content of which is further determined by these GTC, STC and/or any other conditions referred to in the Contract or Amendment thereto
<b>Contracting Party</b>	represents a collective designation for the Client, the Provider and possibly any other person concluding the Contract together with the Client and the Provider; the singular designation “Contracting Party” means any of the Contracting Parties to the Contract
<b>STC</b>	means Special Terms and Conditions of the Provider with whom the Client is concluding the Contract; if the Contract is concluded with several members of the APOGEO Group at the same time, the term “STC” includes all special business conditions of the given members of the APOGEO Group to the extent to which they are not mutually exclusive
<b>Professional Rules</b>	means the relevant regulations of professional self-government body, if they are binding for a specific Provider with regard to the nature of Services provided by it, e.g. professional rules issued by the Chamber of Tax Advisers, etc.
<b>Purposefully Expended Costs</b>	means any costs incurred by the Provider in connection with the provision of Services, in particular, but not limited to, travel and accommodation costs, costs of international telephone calls, courier services, postage, translation and interpretation services, court, administrative or other similar fees, any other cash expenses and other similar expenses
<b>GTC</b>	means these APOGEO Group's General Terms and Conditions creating an integral part of the Contract, as Annex No. 1 to the Contract
<b>AML Act</b>	means Act No. 253/2008 Coll., on Certain Measures against the Legalization of Proceeds from Crime and the Financing of Terrorism, as amended

### 3 Contracting Process

- 3.1 The Contract shall always be concluded in writing. An oral conclusion of the Contract is excluded, unless otherwise agreed by Contracting Parties agree in the Contract.
- 3.2 For the purposes of the contracting process, the following is considered to be a written form of the Contract conclusion:
  - 3.2.1 The contract was signed by both Contracting Parties in paper form; or
  - 3.2.2 The Contract was concluded by electronic communication between Contracting Parties, provided that the offer to conclude the Contract was sent from an e-mail addresses of the offering Contracting Party (the “Offer”) known and designated by the Contracting Parties, and this Offer was subsequently expressly accepted by an e-mail message sent from an e-mail addresses of the receiving Contracting Party known and designated by the Contracting Parties, or if it can be deduced from the acting of the receiving Contracting Party that it feels to be bound by the Contract and acts in accordance therewith (the “Acceptance”); with regard to the fact that they are mentioned within the contact details in the Contract or used in the practice of the Contracting Parties, for e-mail addresses according to this paragraph there must be no doubt that the Offer and Acceptance were sent by a person authorized to do so; in accordance with the procedure pursuant to this paragraph, the Contracting Parties may also conclude the Contract by means of data messages; or
  - 3.2.3 If the Contract was concluded by means of e-mail messages in accordance with Para. 3.2.2 hereof, however contrary to this paragraph the Contracting Parties are unable to assess whether the Offer or its Acceptance was sent from an e-mail address of the person authorized to do so, for concluding the Contract it is necessary that e-mail messages are provided with a guaranteed electronic signature of the Contracting Parties.
- 3.3 In the sense of the point 3.2.2 of this article, the Client shall ensure that only the person authorized to represent the Client in the matter of concluding the Contract will have access to the e-mail box.
- 3.4 The Contract shall always be concluded at the moment at which the Acceptance of the Offer to conclude the Contract was delivered to the Contracting Party calling for the conclusion of the Contract.
- 3.5 The possibility of accepting an offer with an amendment or deviation, which does not significantly change conditions of the offer in accordance with provisions of Section 1740 (3) of the Civil Code, is excluded.

- 3.6 In the Contract, reference shall always be made to these GTC or STC with sufficient certainty, if they are to be applied in a given contractual relationship. The Client shall always be acquainted with the wording of these GTC or STC at the latest at the moment of concluding the Contract or shall be allowed to become acquainted therewith. Physical connection of the GTC or STC to the Contract is not required.
- 3.7 For the purposes of this article hereof, the Contract means both the Contract in the sense of defining provisions hereof and the Amendment.

## 4 Services in General

- 4.1 Individual members of the APOGEO Group provide a wide range of services, including accounting, tax and transaction consulting, payroll consulting, auditing, expert services, etc. The specific scope of the Service shall always be defined by the Contract.
- 4.2 If any of the tasks within the Services requires legal advice, the Provider is entitled, with the prior written consent of the Client, to arrange and provide for this advice from a Law Office, on behalf of the Client. In such a case, the Provider is entitled to disclose the identity of the Client, assign the task or matter to the Law Office for processing (including communication of all facts relevant to the provision of legal service), negotiate the Law Office's fee, provide the Law Office with documents and information, give instructions to the Law Office to provide legal services and, if necessary, to fulfil obligations against the Law Office arising from the provision of legal advice in the given matter, to which the Client is granting its explicit consent.
- 4.3 If the Service requested by the Client consists in providing tax advice, accounting, economic and organizational advice and/or other advice (or any of them), which does not fall within the activities of a particular Provider, then the relevant Provider is entitled to arrange and provide for this advice from the given advisor, namely on behalf of the Client. In such a case, the Provider is entitled to disclose the identity of the Client, assign the task or matter to the Law Office for processing (including communication of all facts relevant to the provision of such service), negotiate the advisor's fee, provide the advisor with documents and information, give instructions to the advisor to provide services and, if necessary, to fulfil obligations against the advisor arising from the provision of such advice in the given matter, to which the Client is granting its explicit consent.
- 4.4 Within the meaning of Para. 4.2 and 4.3 hereof, the Remuneration of the Law Office or consulting company shall be calculated on the basis of time spent by its employees and the relevant hourly rate according to the Law Office's or consulting company's price list for services, which shall be submitted to the Client for its approval before the Provider has assigned the task or matter for processing, unless a flat rate has been agreed between the Provider and the Client.
- 4.5 If any additional advice pursuant to Para. 4.2 and 4.3 hereof, or any other additional advice will be necessary within the provision of Services, the Client acknowledges and agrees that the Provider will primarily turn to another member of the APOGEO Group in order to request an additional service.
- 4.6 The Client acknowledges that each part of Services is intended only for its internal use, including use by its statutory bodies and management.
- 4.7 The Service or any part thereof provided by the Provider to the Client in other than written form, as well as any orally communicated information, interim or preliminary outputs, or proposals for outputs, are only non-binding and the Provider is not responsible for their accuracy and completeness.

## 5 Deadlines

- 5.1 The Provider is entitled to change the delivery date of a Service, or any part thereof, unilaterally on the basis of a written notice, if it has justifiable reasons to do so, and if it is not clear from all circumstances that the Contract was concluded as a fixed contract under the Civil Code.
- 5.2 Upon a written notice, the Provider is also entitled to change unilaterally any deadlines stipulated by the Contract other than those specified in Para. 5.1 above.
- 5.3 The Client is not entitled to change any dates and deadlines set by the Contract unilaterally without a prior written consent of the Provider.
- 5.4 The Client is obliged to provide the Provider with the required information, documents, materials and any other sources and input data important for the performance of the Service without any undue delay after receiving a Provider's request. This also applies to the power of attorney granted to the Provider for the formal submission of outputs of Services on behalf of the Client or other actions, if so stipulated by the Contract or if the nature of the Service so requires.

- 5.5 The Client acknowledges and agrees that the deadlines for performance stipulated in the Contract and the Provider's Remuneration are based on the assumption that the Client will provide the Provider with the required cooperation, fulfil other obligations under the Contract properly and that the Provider will not encounter any unexpected issues during the time of providing its Service. The agreed deadlines for the provision of performance by the Provider shall be extended by the time of the Client's delay or the duration of unexpected circumstance according to the previous sentence; the Client's obligation according to Para. 6.1 hereof shall not be affected herewith.
- 5.6 There is no delay in fulfilling the Contracting Parties' obligations, if the delay is caused by force majeure.

## 6 Remuneration and other Monetary Performances

- 6.1 The Client is obliged to pay the Provider the Remuneration for the provision of Services and the reimbursement of Purposefully Expended Costs in a proper and timely manner.
- 6.2 If the Remuneration is determined by the hourly rate, it shall be calculated for each even started hour.
- 6.3 For monetary performance according to Para. 6.1, the value added tax is to be added at the statutory rate, which the Client is obliged to pay to the Provider.
- 6.4 The Provider is entitled to reimbursement of Purposefully Expended Costs at customary rate without the Client's prior consent. If the Provider concludes that the estimated amount of Purposefully Expended Costs will exceed the usual amount, it is obliged to inform the Client about the estimated amount of Purposefully Expended Costs; in such a case, the Client is obliged to pay the amount of these costs at the request of the Provider in advance. The Client acknowledges that all cost estimates by the Provider according to the previous sentence are indicative only, and the Provider does not bear any responsibility in the event that such an estimate is exceeded.
- 6.5 If the assumptions on the basis of which the amount of monetary performance was determined pursuant to Para. 6.1, the Provider is entitled to increase the amount of such monetary performance in a reasonable manner unilaterally. On the increase of the monetary performance according to this paragraph, the Provider is obliged to notify the Client in writing (Para. 13.1 hereof), and the increase shall take effect no later than on the date of receiving such notification by the Client. At the Client's request, the Provider is obliged to explain reasons for a unilateral increase in monetary performances according to 6.1 within the meaning of this paragraph. If the Client does not agree with the increase, it is entitled to reject such change and withdraw from the obligation established by the Contract for this reason with a notice period of 1 month following the date of the notice receipt by the Provider.
- 6.6 In the case of providing Services for a period longer than 1 year, the Provider is entitled to increase the price of the Remuneration due to inflation to the extent of the percentage change in the inflation rate expressed by the increase in the average annual consumer price index published by the Czech Statistical Office for the previous calendar year, namely by a notice sent to the Client before 31<sup>st</sup> March of the following year with retroactive effect from 1<sup>st</sup> January of the same year, unless the notification specifies a later effective date.
- 6.7 The Provider is entitled to demand from the Client an advance payment for the performance according to Para. 6.1 hereof, at any time before the commencement or during the provision of Services.
- 6.8 In the event of the Contract termination for any reason, the Provider has the right to receive the Remuneration in a proportional amount corresponding to the work performed by the Provider for the delivery of the Service until the effective date of the Contract termination, and the Provider also has the right to receive the reimbursement of Purposefully Expended Costs incurred until such effective date of the Contract termination. If the Provider performed any activities and actions necessary for the Client even after the Contract termination to the extent necessary for proper protection of the Client's rights or prevention of damage on the part of the Client, it is also entitled to Remuneration and reimbursement of Purposefully Expended Costs for such activities and actions.

## 7 Payments

- 7.1 Unless otherwise agreed in the Contract, the Client's monetary obligations against the Provider shall be payable on the basis of an invoice - a tax document within 14 days following the date of invoice issue to the Provider's bank account.
- 7.2 Advance invoices or tax documents (invoices) shall be sent to the Client by post to the address specified in the Contract header or by e-mail specified as the relevant contact information in the relevant article of the Contract, relating to the Client's contact information, or to the Client's e-mail specified in the Contract header.

- 7.3 The Client is obliged to notify the Provider in writing of any objections to the issued invoices (including objections concerning the amount of payments invoiced, i.e. monetary performances) with a detailed justification within 10 days of their issue, stating that the Client is obliged to pay undisputed amounts duly within the due date of the invoice. After the expiration of the period according to the previous sentence, the amount of the invoiced monetary performances is considered undisputed.
- 7.4 The moment of payment of all financial obligations under the Contract is always considered to be the moment of crediting the given payment to the Provider's account.
- 7.5 If the Client is in default of payment of any monetary obligation against the Provider, the Provider is also entitled to withhold documents and other items that it has taken over from the Client or other persons for the Client in connection with the provision of Services under the Contract, unless this would be contrary to legal regulations or Professional Rules.
- 7.6 The Contracting Parties agree on a contractual penalty for a breach of obligation set out in Para. 6.1 hereof at the rate of 0.5% of the outstanding amount for each day of delay. The Provider's right to statutory or contractual interest for default or damages shall not be affected by this paragraph.
- 7.7 The Client acknowledges that the Provider shall invite the Client to fulfil additionally its financial obligations of which the Client is in default, no more than twice, at an interval of at least 14 days. If the Client fails to pay the due receivables to the Provider even in connection with the second reminder, the Provider is entitled to assign the due receivables from the Client to the selected collection agency.

## 8 Relations within the APOGEO Group

- 8.1 If permitted by Professional Rules, members of the APOGEO Group are obliged to pass on information about the Client, or documents supplied by the Client, to each other only if they cooperate together on the Client's transaction on the basis of Contract or in accordance with Para. 4.3 and 4.5 hereof; at the absence of mutual cooperation on the transaction, the members of the APOGEO Group are entitled, but not obliged, to transfer such information to each other.
- 8.2 If a payment for the Services was made in favour of another member of the APOGEO Group than the Provider, i.e. the member with whom the Client is in a relationship on the basis of another Contract for provision of Services, the Client's obligation pursuant to Para. 6.1 hereof against the Provider has not been met therewith.
- 8.3 If the Client is in default of the fulfilment of any of its obligations against the Provider under the Contract, any other member of the APOGEO Group who provides Services to the Client under another Contract is entitled to suspend its performance under the other Contract without making default; furthermore, such second Provider is entitled to withdraw from or terminate the second Contract in accordance with the Contract upon its choice. If generally binding legal regulations impose an obligation on the Provider to take urgent actions even after the suspension of Services or termination of the Contract in order to protect the Client's interests, this obligation shall not be affected by the procedure under the previous sentence.
- 8.4 If Services are provided by several members of the APOGEO Group at the same time, and any of the Providers is able to provide performance of its part of Services only after the other Providers' part of Services has been performed, the firstly named Provider shall not be in default, if other Providers are in default of providing their part of Services.
- 8.5 The Provider is entitled to withdraw from the Contract if it turns out that the Client's interests are in direct conflict with the interests of the Provider, any other member of the APOGEO Group, or any client of any member of the APOGEO Group. However, the contractual relationship between the Provider and the Client does not limit the Provider, or any other member of the APOGEO Group, in providing identical or similar performance to persons who are in a competitive or other similar position in relation to the Client.

## 9 Basic Rights and Obligations of the Provider

- 9.1 The Provider shall provide Services honestly, conscientiously and independently, in the interest of the Client, respecting generally binding legal regulations, as well as the Professional Rules, if these are binding on the Provider with regard to the nature of Services.
- 9.2 When providing Services, the Provider does not verify committing or risk of committing any offences or crimes. This does not exclude other obligations of the Provider stipulated, for example, by the AML Act and other generally binding legal regulations.

- 9.3 The Provider is obliged to warn the Client of the unsuitability of its instruction or request, or of the conflict thereof with generally binding legal regulations, or possibly with Professional Rules or good manners. If the Client insists on an unsuitable instruction or request, the Provider is entitled not to take such an instruction or request into account within the provision of Services or to withdraw from the Contract. The Provider is entitled to deviate from the Client's instructions even if this is necessary in the Client's interest and at the same time if it cannot obtain Client's consent in time.
- 9.4 The Provider is entitled to entrust the provision of Services to third parties.
- 9.5 If the Client is in default of fulfilling any of its obligations under the Contract or legal regulations, or of giving instructions, or if the Client misleads the Provider, which will affect the timely fulfilment of commitments and obligations arising from the Contract, the Provider shall not be in default of the provision of Services. Furthermore, in case of any situation arising according to the previous sentence, the Provider is entitled to immediately suspend the provision of Services, and the Client acknowledges the possibility of such immediate suspension of Services and agrees that any damage resulting from such suspension is solely at its expense, unless the Contract, generally binding legal regulations or Professional Rules stipulate otherwise.

## 10 Basic Rights and Obligations of the Client

- 10.1 The Client is entitled to provide the Provider with instructions related to the performance of Services only in writing.
- 10.2 The Client is responsible for fulfilling all notification, registration and other obligations towards public administration bodies.
- 10.3 The Client is obliged to provide the Provider with the necessary cooperation for the purpose of providing Services, in particular the Client is obliged to immediately provide all information and documents available to it and necessary for the proper provision of Services or the provision of which was required by the Provider.
- 10.4 The Client is responsible for ensuring that all information necessary for the provision of Services is provided promptly or in a timely manner, accurately and completely, and that any estimates made by the Client are qualified and reasonable.
- 10.5 The Client is obliged to notify the Provider without undue delay of any changes in the facts, documents used or significant for the provision of Service and of any data, including contact details of the Client's representatives or contact persons specified in the Contract.
- 10.6 The Provider is not obliged to verify any information provided by the Client, however, it is entitled to notify the Client of formal deficiencies and incompleteness of the submitted documents/materials; the Provider has the right to return such documents for completion or correction unprocessed.
- 10.7 The Client is not entitled to disclose or provide any outputs or other results of Services provided to it or any part thereof to any third parties without the prior written consent of the Provider, except that such disclosure or provision will be:
- 10.7.1 required by an effective legal regulation (in such a case, the Client is obliged to inform the Provider of such disclosure or provision without undue delay); or
  - 10.7.2 intended for legal representatives, tax advisors, and auditors of the Client, but only to the extent necessary for the performance of their services.
- 10.8 The Client acknowledges that by concluding the Contract, a sufficient amount of capacity is reserved on the part of the Provider for the performance of the Service. The Client is obliged to enable the Provider to perform the Service. If the Client didn't allow the Service performance for any reason (including a premature Contract termination for any reason on its part) it is obliged to pay the Provider a contractual penalty in the amount of 30% of the Remuneration. Para. 6.8 hereof shall not be affected in any way by this stipulation.
- 10.9 During the Contract period or within one year after its termination, the Client may not establish cooperation, either on the basis of a service agreement, employment agreement or other title, with any employee of the Provider or of another member of the APOGEO Group who participates or participated in the provision of Services to the Client (the "Person Concerned"). If the Client concluded an employment or other agreement on cooperation, or provision of performance identical or similar to the performance under the Contract, with the Person Concerned during the Contract period or within one year after its termination, the Client is obliged to pay the Provider for whom the Person Concerned previously performed acts aimed at providing Services or otherwise related to the Contract, a contractual penalty in the amount of five times the last monthly salary or other remuneration paid to the Person Concerned by the respective Provider, but at least the amount of CZK 200,000. This also applies to cases where the Client otherwise allows, requests or tolerates the actual provision of

performance identical or similar to the performance under the Contract by the Person Concerned. The Client states that the contractual penalty is reasonable in relation to the costs incurred for the training and education of such Person Concerned and other costs incurred by the Provider for finding and training of suitable substitute for the Person Concerned.

- 10.10 If the Client has reservations about the Service delivered or any part thereof, it is entitled to complain about any defects within 5 working days of Service delivery (deadlines specified in the provisions of Section 1921 of the Civil Code shall not be applied). After the expiration of this period, the Service delivered or any part thereof shall be considered to have been provided properly and on time.

## 11 Consent to the Marketing

In accordance with provisions of Section 7 (2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, the Client agrees, by signing the Contract, to receive business messages and promotional and marketing materials sent by the Provider or any member of the APOGEO Business Group to its electronic address.

## 12 Liability for Damage

- 12.1 Unless expressly agreed otherwise, Services are based on the factual and legal situation at the time of their processing. The Provider does not perform ongoing updates of the provided advice or outputs with regard to changes in legislation, case law or interpretative opinions that occur after the date of the Service provision.
- 12.2 The Provider shall be liable to the Client for damage to items taken over from the Client for the purposes of Service provision, unless it could not avert this damage even when exerting all professional care (the liberation reason pursuant to Section 2944 of the Civil Code shall not apply).
- 12.3 The Provider shall not be liable for the fulfilment of legal, contractual, non-contractual or any other obligations of the Client, or for damage caused by providing Services on the basis of false, incomplete and/or distorted or misleading information and documents provided by the Client, or for damage caused by the Client's delay in fulfilling any of its obligations, both for the damage that may arise to the Client in that connection and to any other person. To avoid any doubt, it is stated that the Provider shall not be responsible for defective performance provided by another Provider under Para. 4.2, 4.3 and 4.5 hereof or for damage caused by this other Provider.
- 12.4 The Provider shall be liable for damage incurred by the Client in connection with the provision of Services in full only if the damage was caused intentionally or through gross negligence by the Provider. **If the damage was caused to the Client by the Provider otherwise than intentionally or through gross negligence, the Provider shall be liable only for damage up to the amount specified in the STC, or if the damage limit is not specified in the STC, then up to twice the Remuneration, but not more than CZK 5,000,000.**
- 12.5 The Client is obliged to claim compensation for damage no later than **10 working days** from the day when the damage occurred or when he learned about it.
- 12.6 If the Services are provided by more than one member of the APOGEO Group at the same time, the Client hereby expressly acknowledges that each of the Providers shall be responsible only for the part of the Services that it has undertaken to provide under the Contract. Therefore, none of the Providers is responsible for the part of the Services, the provision of which the other members of the APOGEO Group have undertaken to provide as Providers.
- 12.7 If stipulated by STC that the Provider has concluded professional liability insurance, the Client is obliged to provide the Provider with all required cooperation within the insured event proceedings without undue delay after applying its claim against the Provider.
- 12.8 If any court, administrative, tax or other similar proceedings are initiated against the Client, in which any monetary obligation may be imposed on the Client and the Client would be entitled to demand any compensation from the Provider as a result of such proceedings (e.g. additional-assessment proceedings initiated due to defectively provided Services), the Client is obliged to provide the Provider with all documents and information concerning such proceedings, and proceed in the proceedings according to the Provider's recommendation and choose a representative approved or recommended by the Provider. If the Client failed to defend properly its rights within such proceedings, violated its obligations set out in this paragraph or concluded conciliation or settlement without the consent of the Provider, the Provider shall not be liable for any damage caused to the Client therewith.

### 13 Communication and Delivery Service

- 13.1 The Contracting Parties are obliged to communicate with each other primarily in writing. If the Contract refers to a written form of acting, this form is considered fulfilled if the said act has been accompanied by the acting person's signature attached to a deed, or when acting in electronic form if the electronic form makes it possible to capture the content of the act and identify the acting person, and for the purposes of the Contract, this condition is considered fulfilled if an e-mail message have been sent from the e-mail address specified in the Contract.
- 13.2 The person authorized to enter into the Contract on behalf of the Client, to give instructions to the Provider and to hand over or take over documents and information or otherwise act in connection with the Contract shall exclusively be each member or members of the Client's statutory body (according to the nature of their authority to represent published in the public register), Client's employees with regard to their usual job classification, and persons defined by the Client in the Contract as contact persons.
- 13.3 The Client is obliged to notify the Provider in writing of changes to contact persons in good time, but no later than fourteen (14) days after such change has been made.
- 13.4 Unless otherwise stipulated, legal acts establishing, changing or terminating legal relations between the Contracting Parties under the Contract may only be made in person, i.e. by attaching the signature of the Client's representative to the document before the Provider, or personally handing over such a document by the Client to the Provider, delivering such document through the holder of a postal license (by registered letter), courier service, delivery service or other similar service, or to the data box or via e-mail communication in accordance with Para. 3.2.2 or 3.2.3 hereof. In other cases, the legal action against the Contracting Party may also be made by e-mail or other usual means of communication, if it is clear from the method of communication who is performing the action and that this person is entitled to represent the Client.

### 14 Limitation Period

- 14.1 Provider's property rights arising from or in connection with the Contract shall lapse within a limitation period of fifteen (15) years.

### 15 Assignment

- 15.1 The Provider is entitled to assign any receivable or any part thereof, including a set of receivables arising from or in connection with the Contract, as well as to assign the Contract or any part thereof to any third party at any time, to which the Client hereby grants its express consent.
- 15.2 Without the Provider's written consent, the Client is not entitled to assign any receivable or any part thereof, including a set of receivables arising from or in connection with the Contract, as well as to assign the Contract or any part thereof to any third party.

### 16 Order of Performances and Sett-off

- 16.1 On advances and any other monetary performances received from the Client or any other person for the benefit of the Client (whether it is funds deposited in connection with the Service or in another matter to which the Provider's claim relates, or for other purposes, e.g. due to an escrow title, if allowed by the applicable legal regulation), the Provider is entitled to set off the debts it registers towards the Client, namely in the following order:
- 16.1.1 Damages, if there are several such liabilities, then in the order from the earliest due to the latest due,
  - 16.1.2 Contractual penalty, if there are several such liabilities, then in the order from the earliest due to the latest due,
  - 16.1.3 Contractual penalty, if there are several such liabilities, then in the order from the earliest due to the latest due,
  - 16.1.4 Remuneration, Purposefully Incurred Costs or other fees according to the Contract, if there are several such liabilities, then in the order from the earliest due to the latest due.
- 16.2 If any Provider's receivable according to points 16.1.1 to 16.1.4 is not yet due at the time of the set-off, the Client hereby grants its express consent to the set-off also of such undue receivable.

- 16.3 The Provider is obliged to return to the Client the unused advance payment within 30 days following the date of Contract termination.
- 16.4 Any unilateral set-off by the Client is excluded.
- 16.5 The Client hereby agrees that the member of the APOGEO Group from whom the Client has a receivable (e.g. due to overpayment, unreimbursed unspent advance payment, etc.) is entitled to repay on behalf of the Client its debt against another member of the APOGEO Group pursuant to Section 1936 Para. of the Civil Code, and to require from such other member of the APOGEO Group to assign its receivable from the Client to it, and subsequently to set off this assigned receivable unilaterally against the Client's receivable.

## 17 Contractual Penalty

- 17.1 If the Contracting Parties agreed on the obligation to pay a contractual penalty for breach of a contractual obligation, such agreement shall not affect the right of the Contracting Parties to claim compensation for damage caused by breach of the obligation to which the contractual penalty applies, namely in full in addition to the contractual penalty.
- 17.2 According to an agreement of the Contracting Parties, the agreed amounts of contractual penalties are proportionate to the nature of obligations secured, i.e. to consequences and possible sanctions that may arise as a result of a breach of the given obligation to the other Contracting Party.
- 17.3 The contractual penalty shall be payable within 5 days after receiving notice for payment by the other Contracting Party.

## 18 Contract Termination

- 18.1 The Contract may be terminated by a written agreement of the Contracting Parties, by an withdrawal or resignation of one of the Contracting Parties under conditions stipulated here or in the Contract, regardless of whether the Contract was concluded for a definite or indefinite period, and also for other reasons enabling the Provider to terminate the Contract on the basis of legal regulations or Professional Rules.
- 18.2 Each of the Contracting Parties is entitled to withdraw from the Contract by a written notice at any time in writing, even without giving reasons. Unless otherwise stated in the Contract or in the business terms and conditions (*GTC/STC*), the notice period is one month and begins on the first day of the calendar month immediately following the calendar month in which the notice was delivered to the other Contracting Party.
- 18.3 The Provider is entitled to withdraw from the Contract if
  - 18.3.1 The Client is in default of payment of any monetary obligation against the Provider for a period exceeding 30 days;
  - 18.3.2 The Client has not made a reasonable advance payment for the Remuneration and Purposefully Expended Costs without a serious reason, and if it is in default of this obligation for a period exceeding 15 days;
  - 18.3.3 The Client entered into liquidation, an insolvency petition has been filed against it, its bankruptcy has been established, or a petition for bankruptcy has been filed regarding its assets;
  - 18.3.4 The Client refused to provide the Provider with the required cooperation, or it failed to provide it properly even after an additional request;
  - 18.3.5 The Client insists on its instruction, by the fulfilment of which the Provider would violate the Contract, legal regulations or Professional Rules;
  - 18.3.6 The Client failed to provide any data required by the Contract at the request of the Provider;
  - 18.3.7 There is a breach of trust between the Provider and the Client for any other reason, or
  - 18.3.8 There is another reason envisaged in the STC or in the Contract.
- 18.4 In the cases provided for in Para. 18.3 Above, the Contract shall terminate upon delivery of the notice of withdrawal to the Client with *ex nunc* effects.
- 18.5 Provisions of Articles 18.1 to 18.4 shall not apply, unless permitted by the Professional Rules and/or other regulations governing the performance of the Provider's activities.
- 18.6 If stipulated in the Professional Rules, the Provider is obliged to take all urgent actions within the period specified therein, unless the Client has taken other measures, and to settle an advance payment with the Client for Remuneration and Purposefully Expended Costs, if paid by the Client. For activities duly performed until the

termination or withdrawal takes effect, or for performing urgent acts, the Provider is entitled to a reasonable part of the Remuneration, including Purposefully Expended Costs.

- 18.7 The Contracting Parties agreed that withdrawal from the Contract, its termination or cancellation for any reason shall not affect the amount and duration of
- 18.7.1 Contracting Parties' claims for compensation of damage caused by a breach of an obligation established by the Contract;
  - 18.7.2 Contracting Parties' claims for the payment of a contractual penalty established by the Contract;
  - 18.7.3 Contracting Parties' claims for the payment of Remuneration, Purposefully Expended Costs, and accessories thereof;

and further these shall be without prejudice to the agreement of Contracting Parties on the order of offsetting payments within the meaning of Para. 16.1 above.

## 19 Intellectual Property Rights

- 19.1 Any part of Services, including statements, opinions, memoranda and other documents in writing and other materials that are considered intellectual property under applicable law, shall remain the property of the Provider.
- 19.2 Under no circumstances shall the Contract create a license or any similar agreement for any use of the intellectual property in any way.
- 19.3 Provisions of this article do not apply to information and documents provided by the Client, which remain the property of the Client.

## 20 Personal Data

- 20.1 The Provider undertakes to process any personal data of the Client's representatives or the Client, provided that the Client is a natural person, in accordance with applicable law, in particular GDPR.
- 20.2 If the Client provided the Provider with any information and documents that may contain personal data of any third party, the Client declares that it is entitled to make such data available to the Provider and that such data were processed and delivered in accordance with the law, and that it informed the data subject on behalf of the Provider according to Article 14 of the GDPR.
- 20.3 If the Provider is processing personal data for the Client in the position of a processor, the Contracting Parties undertake to enter into a processing agreement.
- 20.4 Personal data specified in the Contract, i.e. name and surname of the Contracting Parties' representatives, e-mail address, telephone number, or designation of contact persons are processed by the Provider in order to fulfil obligations related to the Contract, with regard to Providers' legitimate interest insisting in the protection of its rights in the event of a possible litigation related to the Contract for a period of 1 year following the expiry of the applicable limitation periods, for advertising and marketing purposes and further with regard to the registration obligation enshrined in law. The Client is obliged to inform natural persons whose personal data are processed on the basis of the Contract about all information specified in Article 14 of the GDPR, on behalf of the Provider.
- 20.5 The Provider is entitled to transfer personal data obtained in connection with the Contract within the APOGEO Group without restrictions.
- 20.6 The Provider processes personal data for a period of up to 1 year following the expiry of the applicable limitation periods necessary to protect the rights of the Provider, of any other member of the APOGEO Group or for the period required by law, otherwise for 1 year following the date of termination of the last Contract with the Client.
- 20.7 Personal data are processed systematically, automatically and/or by other means through an information system.
- 20.8 The Client and/or its representative as a data subject(s) declare(s) that all data provided are true, complete, correct and accurate, and provided voluntarily, and that it/they is aware of its/their rights under the GDPR, i.e. the right to request information on what personal data are processed, request an explanation regarding the processing of personal data and, if necessary, request the removal of the condition, provided that personal data are not processed in accordance with legal regulations (e.g. to perform blocking, correction, completion or disposal of personal data), request access to personal data and have them corrected, request the deletion of personal data or restriction on their processing; if they are processed illegally, raise an objection to the processing of personal data, to the transferability of personal data, i.e. the right to obtain an overview of

personal data and transfer them to another administrator, in case of doubts about compliance with obligations related to the personal data processing, to contact the contact person of the Provider, whose contact information is specified in the Contract or the Office for Personal Data Protection (<https://www.uouu.cz/>), to which it is possible to file a complaint.

## 21 AML

- 21.1 The Client declares that it does not participate in the legalization of proceeds of crime and that its activity associated with the provision of Services is actually performed and that it is in accordance with generally binding legal regulations.
- 21.2 Further, the Client declares that it is not a so-called politically exposed person according to the AML Act. If the Client is a legal entity or trust fund (an administrator acting on behalf of the trust fund), then the natural person representing the Client herein declares, by attaching their signature to the Contract, that neither the Client nor the beneficial owner of the Client is a politically exposed person, that there is no person politically exposed in the ownership or management structure of companies of the Client's beneficial owner or of the Client, and further declares that neither the Client nor the Client's beneficial owner is listed in any EU/Czech Republic Sanction List.
- 21.3 The Client is obliged to truthfully and completely communicate to the Provider all necessary information arising from the AML Act, which the Provider, as a person liable, is obliged to register and archive, and further to fulfil any other obligations against the Provider stipulated by the AML Act, or if the Provider has a legitimate interest in such information and identification of the Client.

## 22 Confidentiality

- 22.1 Without the prior written consent of the other Contracting Party, neither Contracting Party is entitled to publish, communicate, provide or disclose to a third party anything about the other Contracting Party, the content of the Contract, including any documents or data in connection with the Contract, handed over or made available.
- 22.2 This duty of confidentiality shall continue even after the Contract termination.
- 22.3 The confidentiality obligation shall not be breached by the disclosure, communication, provision or publication of information that
- 22.3.1 is publicly available or generally known,
  - 22.3.2 has been published by one of the Contracting Parties about itself,
  - 22.3.3 has been made available or provided in fulfilment of obligations arising from the law or the Contract, or
  - 22.3.4 has been made available or provided to a court, arbitration tribunal or public administration body when exercising any claims and rights under the Contract, or to a law enforcement authority,
  - 22.3.5 has been made available or provided to insurance companies in the context of claims proceedings,
  - 22.3.6 has been made available or provided to legal, accounting, economic or other advisers of the Provider or any member of the APOGEO Group, and neither Contracting Party is entitled to release its legal representative or any adviser from confidentiality without the prior written consent of the other Contracting Party.
- 22.4 This Article is without prejudice to paragraph 8.1 above.
- 22.5 The confidentiality obligation does not apply to cases under Para. 4.2, 4.3 and 4.5 hereof.
- 22.6 In the case of legitimate disclosure, provision or publication of information, the disclosing Contracting Party is obliged to minimize interference with the legitimate interests of the Contracting Party to which such information relates.
- 22.7 This shall not affect the Provider's legal obligation of confidentiality in the sense of generally binding regulations or Professional Rules; i.e. where a generally binding regulation or Professional Rule stipulates stricter rules of confidentiality than these GTC, the generally binding regulation or Professional Rule shall apply.

## 23 Applicable Law and Jurisdiction

- 23.1 The Contracting Parties agree that any and all legal relations established by the Contract shall be governed by Czech law.

- 23.2 Unless otherwise agreed in the STC, all disputes arising out of or in connection with the Contract, and not settled by conciliation preferably, shall be decided by general courts of the Czech Republic.

## 24 General Provisions

- 24.1 The wording of these GTC or STC may be changed or amended by the Provider. The Provider is obliged to notify the Client of any changes to the GTC or STC at least 14 days before the change takes effect. The notification according to the previous sentence may be made by the Provider in electronic form (e-mail, data message, etc.). The Client is entitled to reject the change within 10 days of receiving notification of the GTC or STC change and to withdraw from the Contract in writing due to this reason, with one-month notice period starting on the first day following the day on which the withdrawal notice was received by the Provider. Unless the Client withdrew from the Contract within the specified period, it shall be deemed that it agrees to the said change of the GTC or STC.
- 24.2 If any provision of the GTC, STC or the Contract is invalid or ineffective or unenforceable, or becomes so, the legal provisions in question shall be replaced by such a statutory provision, the content or meaning of which is as close as possible to the invalid provision. The invalidity, ineffectiveness or unenforceability of one provision shall not affect the validity of the other provisions.
- 24.3 The Contract itself may be changed only by written Amendments signed by both Contracting Parties, this shall also apply to the waiver of written form by the Contracting Parties.
- 24.4 The Contracting Parties expressly agree that rights and obligations arising from the Contract shall be legally binding also on the Client's legal successor.

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