

General business conditions of Aricoma Systems a.s. for providing services

Hornopolní 34, 702 00 Ostrava, ID No.: 04308697, VAT No.: CZ04308697, File No.: B 11012, Regional Court in Ostrava

1. Legal subjectivity of Aricoma Systems a.s.

- 1.1. Aricoma Systems a.s., a company with its registered office at Hornopolní 3322/34, Moravska Ostrava, 702 00 Ostrava, Czech Republic, company identification number (ICO): 043 08 697, tax identification number (DIC): CZ04308697, registered in the commercial register administered by the Regional Court in Ostrava, section B, insert 11012, is a legal entity in the form of joint stock company incorporated under the laws of the Czech Republic (hereinafter the "Provider").

2. Definition of terms

- 2.1. **Acceptance** – a legal task expressing approval of the provided Performance including confirmation that the provided Performance does not have any tangible defects, it is complete and, in the amount, quality and fulfilment in compliance with the Agreement, these general business conditions or subcontracts.
- 2.2. **Acceptance Criteria** – a list of criteria which must be fulfilled in order to the Performance which is subject to the Acceptance to be accepted.
- 2.3. **Travel Expenses** – includes transportation from the site of the Provider to the site of the Customer and back, the loss of time on the road during transport and accommodation at the site of the Customer.
- 2.4. **Confidential Information** – Without regard to the form in which is it contained, this includes any information relating to the Agreement and its fulfilment (particularly information regarding the rights and responsibilities of the contractual parties, information regarding prices for Performance, as well as the course of Performance), which is related to the contractual parties (particularly business secrets, information about their activities, structure, economic results, know-how) or shipping information for which special confidentiality system has been established by legal regulations (in particular business secrets, confidential facts, banking secrets, service secrets). Furthermore, considered as Confidential Information is such information that has been expressly marked as Confidential by the contractual parties. Under no circumstances is information that becomes publicly available during the duration of the Agreement considered to be Confidential information, if this has not occurred through a breach of obligations for its protection, as well as information acquired by a contractual party on the basis of a procedure independent of the Agreement or the other contractual party, if the contractual party is capable of proving this fact, and finally information provided to a contractual party by a Third Party, if such information was not acquired by breach in obligation of its protection.
- 2.5. **Integration** – this is a performed activity necessary for complete creation of the system and its introduction into operation, integration of individual components into the functional whole and provision of all the aforementioned activities.
- 2.6. **Installation** – collective activities leading to operation and set up of the Work.
- 2.7. **Implementation** – the process during which introduction, adaptation and set up of the system takes place in order for it to be supported by satisfying the requests and requirements of the Work; e.g. setting up the environment, introducing the information system with the help of customer development software, adapting standard Software to the specific needs of the organization or part thereof, creating documentation, training End Users etc.
- 2.8. **Information System** – (abbrev. IS) this is understood as the infrastructure or system for processing information in support of management, operation and decision-making of the organization or part thereof. Its parts include hardware, software, technical accessories and documentation.
- 2.9. **End User** – a worker of the Customer who uses the Performance or another person who the Customer authorises to use the Performance.
- 2.10. **Contact Person of the Customer** – the worker of the Customer who is authorised to contact the Service Desk of the Provider for services.
- 2.11. **Metrics** – measurable parameters of Maintenance Service.
- 2.12. **Data Migration** – a process including transfer of data in a mutually approved format and a mutually approved structure into the new system. Data Migration may include preparation and testing.
- 2.13. **System Design** – the written document containing the IS design as a whole, particularly application, data, technical-technological and organizational architecture of the IS. System Design also contains the Acceptance Criteria for Software.
- 2.14. **Immediately** – without unnecessary delay, no later than the following Business Day.

- 2.15. **Support Period** – The period noted in the Agreement, during which the Provider is obligated to provide services.
- 2.16. **Customer** – the company named in the Agreement which is provided the subject of Performance.
- 2.17. **Responsible Persons** – workers of the contractual parties authorised to negotiate on behalf of the contractual parties in issues regarding performance of the Agreement.
- 2.18. **Circumstances Precluding Liability** – an obstacle occurring independent of the will of the liable party and prevents it from performing its responsibilities, if it cannot be reasonably assumed that the responsible party could reverse or overcome this obstacle or its consequences and to foresee it during the period the obstacle occurred. Events that may also be considered vis maior include, but are not limited to, wars, military interventions, civil disturbances, terrorist attacks, blockades, uprisings, riots, epidemics, quarantine restrictions, natural disasters or earthquakes, fires, windstorms and other climatic phenomena, power outages or power surges, media failures, telecommunications service failures, Internet or other electronic communications failures. Events that exclude liability furthermore include hacking attacks, third party authorization procedure requirements, access failures and machine failures caused by third parties. Liability does not preclude obstacles that occur initially in the period when the liable party was in default for performing its responsibilities or from economic relations. The effects of precluding liability are limited if the obstacle to which these effects are related continues.
- 2.19. **Authorised Persons** – empowered persons of the contractual parties who are authorised to negotiate in the name of the company about all contractual and business affairs related to the Agreement and related to its performance.
- 2.20. **Persons in the concern** – any third party that creates a holding company with the Provider or the Customer in the sense of the provisions of Sec. 79, par. 1 of the Act no. 90/2012 Coll.
- 2.21. **Operative Verification** – the operation of the Customer under the assistance and increased supervision of the Provider in lieu of the Customer serving to optimize and verify the correct operation of the IS.
- 2.22. **Performance** – delivered goods or completed, performed work by the Provider on the basis of the Agreement. Performance represents all Products and Services, including documentation that may be delivered by the Provider or provided in the course of performing the Agreement.
- 2.23. **Business Days** – all days, except Saturday and Sunday, or holidays established by law and days off from work, during which the agreed upon work activities shall be conducted in the time period from 8:00 a.m. to 5:00 p.m.
- 2.24. **Customer Employees** – employees of the Customer and/or other physical persons who the Customer has authorised to perform this Agreement; the Customer is responsible for these employees.
- 2.25. **Provider Employees** – employees of the Provider and/or other physical persons who the Provider has authorised to perform this Agreement; the Provider is responsible for the employees.
- 2.26. **Products** – all equipment, hardware, Software, and consumer goods that the Provider is to install or provide during the course of performing the Agreement and all related documentation.
- 2.27. **Project** – group of time-defined activities, which lead to fulfilment of the Agreement.
- 2.28. **Acceptance Report** – a written report signed by Responsible or Authorised Persons of both contractual parties as Acceptance Confirmation.
- 2.29. **Transfer Report** – a written record signed by Responsible or Authorised persons of both contractual parties as Transfer Confirmation.
- 2.30. **Operating Environment** – HW and SW environment of the Customer suitable for operating the IS. Configuration of HW and SW environment will be noted in the System Design.
- 2.31. **Transfer** – the task when the Provider transfers the defined subject of performance to the Customer and the latter accepts this Subject.
- 2.32. **Service Desk** – Provider service that serves to receive and record all requests for warranty repairs and support services.
- 2.33. **Service Calendar** – period and days in which Maintenance service is provided.
- 2.34. **Maintenance Service** – service related to administration, operation, development and regular maintenance of the IS.
- 2.35. **Services** – all activities the Provider is to provide during the course of performance of the Agreement and which are necessary to fulfil contractual obligations.
- 2.36. **Support Services** – services the Provider is obligated to provide on the basis of the Agreement during the course of the Support Period.
- 2.37. **Agreement** – represents the agreement entered into between the Customer and the Provider, signed by the Authorised Persons of the contractual parties including all its amendments, supplements, annexes and all documents to which the Agreement refers and which are an integral part thereof. The Agreement is the essential document that describes in what manner and under what conditions the Performance is to be provided. The Agreement usually regulates the following areas:
- Content and scope of Performance
 - Performance Time Schedule
 - Limitation of contractual risk - sanctions
 - Fines, penalties
 - Limiting damages
 - Management structure of the project including a description of roles and competencies

- Acceptance procedures
- Description of management changes etc.

- 2.38. **Software (Program equipment)** – computer program together with relevant documentation as well as source texts, if expressly noted that these are part of the Performance.
- 2.39. **Subcontractor** – A Third Party that shares in deliveries to the Provider for the performance of the Agreement.
- 2.40. **Third Party/Person** – A physical or legal person, which is neither the Provider nor the Customer, and which is not a Persons in the concern.
- 2.41. **Level of Support Services** – concrete specifications of Support Services, their quantity, quality and conditions under which the Provider is obligated to provide these services.
- 2.42. **Defect** – a dispute between the actual functional characteristics of the provided Performance and the functional characteristics noted in the documentation or description of the Performance, if such a description is part of the Agreement or part of a document prepared on the basis of the Agreement. Also considered as defects are legal issues in the Performance.
- 2.43. **Founders' charter for the project** – the basic document describing the fundamental parameters of the Project and the principles for management and organization of the Project, in cases designated by the Agreement.
- 2.44. **Warranty Period** – the period noted in the Agreement during which the Provider is obligated to remove defects free of charge.

3. Relationship between the Agreement and the general business conditions

- 3.1. These General business conditions of Aricoma Systems a.s. for providing services ("GTC") form an annex to the Agreement and are an integral part thereof.
- 3.2. These GTC are valid in their entire extent, unless otherwise modified by the provisions of the Agreement.
- 3.3. In the case of discrepancy between the Agreement and GTC the Agreement shall apply.

4. Performance

- 4.1. The location for performance is the headquarters of the contractual party to whom the Performance is to be delivered.
- 4.2. The contractual parties are obligated to cooperate closely in particular to provide complete, truthful and timely information for the due performance of their obligations, while in case of a change in the essential circumstances that have or could have an impact on performance of the Agreement (including changes to headquarters), they are obligated to inform the other party of such change no later than within five (5) Business Days after conducting such changes.
- 4.3. The contractual parties are also obligated to provide the other contractual party with cooperation enabling due performance of the responsibilities ensuing from the Agreement.
- 4.4. The contractual parties are obligated to work together mutually and to provide all information necessary for the due performance of their obligations from this Agreement.
- 4.5. The contractual parties are obligated to provide feedback to the contractual party regarding all realities that are or could be important for the due performance of this Agreement.
- 4.6. The contractual parties are obligated to create the conditions for performance of obligations from this Agreement in such a way that no delay occurs in the fulfilment of individual terms for providing proper performance or any delay in compensation for individual financial obligations.
- 4.7. In the interest of optimal performance of the Agreement, the contractual parties are obligated to fulfil their obligations duly and timely so that there is no delay in their performance. If any of the contractual parties is in default with performing their obligations, this party is obligated to notify the other contractual party immediately of the reason for the default and the anticipated deadline and method for its removal.
- 4.8. The contractual parties are obligated to fulfil their obligations in compliance with all relevant binding regulations and norms.
- 4.9. The contractual parties are authorised to perform their obligations by means of Third Parties or Persons in the concern, while remaining responsible as if they themselves had performed the work.
- 4.10. None of the contractual parties is responsible for a default caused by a delay in performance of obligations of the other contractual party.

5. Subcontracts and amendments

- 5.1. The contractual parties may modify individual parts of the Agreement or clarify them with the help of written subcontract or amendments to the Agreement.
- 5.2. Unless otherwise expressly established by subcontracts or amendments to the Agreement, the rights and responsibilities of the contractual parties shall be governed by the Agreement.
- 5.3. In case of a dispute between the version of the Agreement and the versions of the subcontracts, the provisions of the subcontracts apply.

- 5.4. Changes to performed subcontracts against the provisions of the Agreement relate only to Performance provided on the basis of such a subcontract.
- 5.5. Termination of the effectiveness of any subcontract has no impact on the effectiveness of the Agreement.

6. Price and payment conditions

- 6.1. Prices are provided in Czech koruna (CZK) or in another convertible currency and are payable in Czech koruna using the rate of exchange of the Czech National Bank exchange valid on the day the invoice is issued.
- 6.2. The Performance Price is established by agreement between the contractual parties.
- 6.3. The Performance Price does not contain value added taxes.
- 6.4. If the Agreement has been entered into for an indefinite period, the Performance Price is established in Czech koruna and growth in the consumer price index (rate of inflation) declared by the Czech Statistics Office rising by five (5) or more percentage points against the moment the prior provisions or increase in prices, upon which the Performance Price could be based in Services unilaterally increased from the side of the Provider, no more, however, than by the amount corresponding to such a percentage increase. The increased price is valid with the expiration of one (1) month after receiving notification of the increase.
- 6.5. The price is always payable on the basis of an issued invoice. To avoid applicable doubts, the price is payable by transferring the entire amount to the account of the Provider.
- 6.6. Invoices must contain all the appurtenances of accounting and tax documents required by valid legal regulations. Appendices to invoices consist of a copy of certified documents describing the Transfer or Acceptance of the Performance, the price for which is invoiced.
- 6.7. The payment term of the invoice, unless otherwise established by the Agreement, is fourteen (14) calendar days from the date of issuance. Invoices are paid by bank transfer to the account of the other contractual party.

7. Ownership rights, right to use the work and transfer of liability

- 7.1. Ownership rights to the subject of Performance, which is to become the property of the Customer according to the Agreement, pass to the Customer on the date the price for the relevant subject of Performance has been paid in full.
- 7.2. If the Provider provides work as part of the Performance, which displays the marks of copyright works in the sense of the copyright act, the Provider shall provide the Customer with a non-exclusive license to use the works, which are subject to protection according to laws modifying the rights of intellectual property and which should be passed to the Customer according to the Agreement at the moment of transfer and by the date the price for such works has been paid in full. On the basis of the non-exclusive license, the Customer is authorised to use the work to which only the Provider is the bearer of ownership copyrights. The Customer is authorised to use the work in the following manner:
 - 7.2.1. to use such work in compliance with the conditions established in the Agreement or in the negotiated licenses related to such work;
 - 7.2.2. to create a copy of such work only for the purpose of archiving or security backup. The Customer is obligated to safeguard the copy against loss or theft and must label it with all copyrights and markings as the original;
 - 7.2.3. to transfer, assign, sell, lease or in any similar manner provide such work to a Third Party or Person in the concern only with the prior written consent of the Provider, if such work has not been expressly designated for providing to a Third Party or Person in the concern. In such a case, on the basis of the right to use the work the Customer is authorised to provide this right to use the work in such extent to such Third Party or Person in the concern for which the work has been designated.
- 7.3. The right to use the work could be further modified by special conditions of the bearer of the copyright. Such conditions shall form an amendment to the Agreement. In cases when the bearer of ownership rights to the copyright of the work provided to the Customer is entirely or in part a Third Party or Person in the concern, the Provider is obligated to provide the Customer with a sub-license to this work.
- 7.4. In regard to the fact that in accordance with Article 7.2, the Provider provides the Customer with a non-exclusive license to the provided Performance, the rights of the Provider to the work according to Article 7.2 remain preserved without regard to the aforementioned.
- 7.5. In cases not related to the provisions of Article 7.2, it applies that during performance of the Agreement, when the Provider creates intangible goods, which are qualified as subject to protection according to generally binding regulations, modifying the rights to intangible goods, both parties are authorised to use such intangible goods without restriction.
- 7.6. In case the Customer uses the work contrary to the provisions of Articles 7.2. or 7.3, the Provider is authorised to withdraw upon expiration of the provided written term for correction, which may not be less than thirty (30) calendar days and begins on the date following receipt of a complete written withdrawal. If the work was provided in compliance with Article 7.2.3 to a Third Party or Person in the concern, the right to use the work may also be cancelled if such Third Party or Person in the concern breaches it. The Customer is responsible for determining whether the Third Party or Person in the concern has ceased to use the work no later than by the expiration of the withdrawal period according to this provision.
- 7.7. The liability for damage to transferred items passes to the Customer on the date of their Transfer.

8. Quality guarantee and liability for defects

- 8.1. By providing a guarantee to the subject of Performance, the Provider is responsible for satisfying this throughout the established Warranty Period for specifications noted in the user and technical documentation. Non-existent documentation will be replaced by a description of the characteristics for inclusion in the Agreement.
- 8.2. The standard warranty period for provided services and in the provided consumer material and spare parts is three months from the Transfer of the Performance unless otherwise negotiated.
- 8.3. The warranty period begins with Acceptance of the Performance. If the subject of Performance is comprised of more parts, then the warranty period for each part of the subject of Performance begins at the moment of its Acceptance and is related to defects occurring within the warranty period.
- 8.4. The Customer sends requests for warranty repairs in written form by means of electronic mail, remote access applications, or by mail at its contact information noted in the Agreement. If this contact information is not shown in the Agreement, the Customer will send requests to contact information noted on the Internet pages of the Provider. Noted defects to the Performance must be sufficiently specified. Notification of determined Defects must be conducted no later than by the next business day during the warranty period.
- 8.5. Work on removing noted Defects, to which the warranty relates, must begin immediately. If it is not possible to remove such Defect immediately, the Provider must immediately notify the Customer of the anticipated term and method for removing the Defects.
- 8.6. The Provider is authorised to eliminate a Defect also by proposing a procedure that limits the manifestation of the Defect during normal operation.
- 8.7. If the Customer requests repair of a Defect not related to the warranty, the Provider and the Customer shall agree on the conditions of its output. The responsibility of the Provider is to inform the Customer in advance of the fact that the services requested by the latter are not covered by the warranty and will be billed according to the actual prices for the relevant services.
- 8.8. The costs of the Provider for activity related to analysis of requests to which the warranty does not apply, shall be borne by the Customer.

9. Warranty restrictions

- 9.1. The Provider does not bear responsibility for Defects and errors and the warranty does not relate to Defects and errors occurring:
 - 9.1.1. by using the Performance contrary to the delivered user or technical documentation;
 - 9.1.2. by unauthorised or unprofessional intervention or incorrect use of the Performance by the Customer or a Third Party or Person in the concern without the prior written consent of the Provider;
 - 9.1.3. by modification or any other intervention into the provided Performance without the consent of the Provider;
 - 9.1.4. modification of the Software, which is contrary to the conditions of the Agreement or law, by using the Software other than by a Provider supported operation and/or database environment or by using the Software contrary to the actual version supported by the Provider, all without the prior written consent of the Provider;
 - 9.1.5. through a change in the parameters of the environment of the information system of the Customer in which the delivered Software is operated without the consent of the Provider;
 - 9.1.6. by components of the information system of the Customer to which this warranty does not relate;
 - 9.1.7. by the impact of computer viruses;
 - 9.1.8. by neglect of prescribed maintenance, operation or services from the side of the Customer;
 - 9.1.9. by wear to goods/work caused by its normal use and does not relate to defects for which a lower price has been negotiated;
 - 9.1.10. by incorrect transport or incorrect storage, unprofessional or inadequate handling; by exposure to unfavourable external influences; by operation under conditions other than those established by the manufacturer or supplier, or under unusual conditions;
 - 9.1.11. by physical damage, on breakdowns occurring by irreversible events (fire, flood, etc.), wind, damage by lightning or electrostatic charge.
- 9.2. Responsibility for the creation, use and operation of data in the Information System shall be borne exclusively by the Customer. At the same time, the Customer is responsible for conducting safe backup of data in compliance with the rules standard for storing data in Information Systems. The Provider does not bear responsibility for loss or damage to data or data structures of the Customer, not even in cases when this occurred during the use of the Performance delivered by the Provider, to which the warranty relates.
- 9.3. Also, not subject to the warranty are:
 - 9.3.1. training of the Customer;
 - 9.3.2. providing new versions of the system;

9.3.3. installation of repaired software errors;

9.3.4. providing support services.

10. Communication of the contractual parties

10.1. The method and rules of communication are defined by the Founders' Charter for the project when initiating the project. If this is not the case, the following paragraphs of this article shall be used.

10.2. Communication of the contractual parties takes place at the level of Authorised Persons. Unaffected by this is the option of the contractual parties to communicate by means of statutory organs.

10.3. A contractual party is authorised to appoint at any time another Authorised or Responsible Person; it is, however, responsible to notify the other contractual party immediately of such a change, no later, however than within five (5) business days from its execution.

10.4. Within the jurisdiction of the Authorised Persons are the following:

10.4.1. to control the progress of performance of the Agreement;

10.4.2. to prepare proposals for necessary changes and amendments to the Agreement, to prepare and sign proposed amendments and other contracts related to the Performance.

10.5. Within the jurisdiction of the Responsible Persons are the following:

10.5.1. to safeguard in organization all activities related to the performance of the Agreement;

10.5.2. to coordinate the cooperation of the contractual parties;

10.5.3. upon request to inform the contractual parties of the progress of the performance of the Agreement.

10.6. Documents are received by the other party, some from the methods noted below:

10.6.1. in person with confirmation of acceptance;

10.6.2. by registered letter or another form of registered postal contact. In this case, documents are considered delivered on the date of their acceptance by the recipient, on the date the package is returned if not received by the recipient or in case not delivered, and further on the date when the recipient refused to accept the package;

10.6.3. by data box or electronic mail. In this case, the documents are considered delivered at the moment when the sender receives confirmation from the relevant technical equipment regarding successful dispatch, and or receipt confirmation. For removing possible misunderstanding, the contractual parties are obligated to mutually inform one another of due receipt of documents sent in these manners.

10.7. Documents shall be delivered to the address noted in the header of the Agreement unless otherwise agreed upon.

11. Acceptance process

11.1. Acceptance of the Performance or partial Performance may be affected for the Customer by a Responsible or Authorised Person. The Customer is responsible for ensuring the presence of the relevant persons during Acceptance.

11.2. The Provider and the Customer prepare the relevant Acceptance Report regarding Acceptance. The following are noted by the contractual parties in the report:

11.2.1. Performance or partial Performance was accepted without reservations; or

11.2.2. Performance or partial Performance was accepted with reservations, which do not prevent Acceptance – in this case, Performance is considered as accepted and the parties shall agree on the term and method for resolving the reservations; or

11.2.3. Performance or partial Performance was not accepted – in this case the parties note in the Acceptance Report the relevant material reservations preventing Acceptance including fulfilment or non-fulfilment of Acceptance Criteria in the form of a structured comparison report. In this case, the Performance or partial Performance is not considered to be accepted. The parties shall agree on a term and method for resolving the reservations and after their resolution, the acceptance proceedings will again be conducted.

11.3. If the Customer does not provide the cooperation necessary for conducting acceptance proceedings or does not exercise reservations preventing Acceptance within 5 (five) Business Days from the date when the Performance was submitted to it for Acceptance, the provided Performance shall be considered to be accepted.

12. Protection of confidential information

12.1. The contractual parties are responsible for ensuring the confidentiality of acquired Confidential Information in the normal manner as during confidentiality of their own Confidential Information. The contractual parties have the mutual right to request substantiation of grounds of such principles of confidentiality of Confidential Information. The contractual parties are also responsible for ensuring confidentiality of acquired Confidential Information also among their employees, representatives as well as cooperating Third Parties and Persons in the concern, if such information has been supplied to them.

- 12.2. The contractual parties have the right to use, provide and access Confidential Information only in the extent and under the conditions necessary for due performance of rights and responsibilities ensuing from the Agreement.
- 12.3. In case of a termination of validity or effectiveness of some contractually negotiated provisions regarding protection of Confidential Information, the others remain valid and effective unless otherwise negotiated by the contractual parties.
- 12.4. Both parties will strictly preserve the confidential character of all such confidential materials and shall not use or show them to a third party. If the communication of information from confidential materials to a third party is necessary for performing the Agreement, then it is possible to provide the information only under the following conditions:
- 12.4.1. to a Third Party to which Confidential Information is to be communicated by either of the parties, consented to by the other party in advance.
- 12.4.2. the Third Party confirms in writing its obligation to preserve confidentiality of information, which has been conveyed to it as confidential in the same extent in which the contractual parties that communicated this information to the Third Party are bound.
- 12.5. Not considered as a breach in responsibility of the parties to preserve the confidential nature of materials is the submission of the following information:
- 12.5.1. that is or will be publicly accessible or must be available on the basis of generally binding legal regulations, without a breach in the Agreement;
- 12.5.2. which the recipient received in compliance with the correct regulations from a Third Party or Person of the concern without any responsibility to preserve its confidential nature; in this case, the contractual party noted as the source of this information will not be shown;
- 12.5.3. that which has been freed of confidential character on the basis of a valid order of the court or public administrative body, under the assumption that the recipient:
- 12.5.3.1. submits to the party that he/she understands such an order immediately upon its receipt;
- 12.5.3.2. cooperates with the submitting party so that from the court or public administrative organ which issued the aforementioned order, he/she acquires the protective order that limits extraction and use of confidential materials exclusively for the purpose for which the original order for confidentiality should serve.
- 12.6. The responsibilities of the parties ensuing from this article will apply throughout the entire period the business secrets exist both for the period the Agreement is valid as well as for the period of one year after the end of the effectiveness of this Agreement for any reason.
- 12.7. By paying a contractual penalty, the right of an injured party to enforce protection is not affected in compliance with the provisions of Sec. 2988 of the Civil Code.
- 12.8. After the completion of Performance, each of the parties may request return of provided materials from the other party for completing the subject of the contract containing information of a confidential character or creating business secrets and the other party is obligated to return this material immediately if it is not part of the subject of the Performance.

13. Compensation for damages

- 13.1. The contractual parties do not bear responsibility for damages caused in the context of valid legal regulations and the Agreement. The contractual parties are obligated to exert maximum effort to preventing damages and to minimizing the occurrence of damages.
- 13.2. None of the contractual parties is responsible for damage that has ensued as a result of materially incorrect or otherwise faulty submission received from the other party.
- 13.3. Only actually occurring damages shall be compensated. In the scope permitted by valid legal regulations, none of the contractual parties bears responsibility for any indirect, accidental or subsequent damages, damages caused to data or damages based on the losses of related profit or revenues or other financial losses, even those resulting from non-adherence to responsibilities toward administrative bodies, whether this involves damages ensuing as a result from a breach of the contract or legal responsibilities.
- 13.4. The parties to this binding relationship state that the above foreseeable damages, which possibly could occur by a breach in responsibilities of the Provider, represent the amount at most up to the amount of the price for the subject of Performance, regarding which there occurred a harmful event, unless another amount is negotiated. The Provider does not bear responsibility for loss or damage to the data of the Customer, possible reconstruction of lost or damaged data to the detriment of the Provider. Both contractual parties explicitly agreed that the total reimbursement for damages occurred during one event or occurred during a series of damaging events and which were caused in connection with the Performance of this Agreement is limited for the actual and real damage and profit loss to the value of the Performance of this Agreement.
- 13.5. The Customer is entitled to apply any relevant claims for compensation for damages to the supplier only if after the origin of the harmful event, the Customer took all steps directed at minimizing the amount of damage and if the Customer immediately notified the supplier of the occurrence of the harmful event and provided the supplier with all necessary documents related to the occurrence of the harmful event.
- 13.6. The parties to this binding relationship are not responsible, in addition to cases established by relevant law, for the breach of obligations caused by force majeure, i.e., circumstances occurring independent of the will of the parties, which could not be prevented even exerting all possible effort or are objectively an irreversible accident.

14. Circumstances precluding liability – force majeure

- 14.1. None of the contractual parties is responsible for default in fulfilling their obligations if caused by Circumstances Precluding Liability (force majeure).
- 14.2. The contractual parties are obligated to notify the other party immediately upon the occurrence of Circumstances Precluding Liability preventing the due performance of the Agreement. The contractual parties are obligated to exert maximum effort to reverse and overcome the Circumstances Precluding Liability.
- 14.3. In case of a delay in performance by the Provider caused by Circumstances Precluding Liability, it applies that this is not a delay for the period such obstacle lasts. The Provider, however, is obliged to inform the Customer immediately of the occurrence of such an obstacle. If this delay lasts for more than three (3) days, the deadline for performance shall be shifted by the period of delay.

15. Sanctions

- 15.1. For each case of a breach in the conditions of use of the work (Article 7.2), a contractual penalty has been established in the amount of one hundred thousand (100,000) CZK.
- 15.2. For each case of breach of responsibilities for protection of Confidential Information (Article 12), a contractual penalty has been established in the amount of one million (1,000,000) CZK.
- 15.3. A contractual penalty is due within fourteen (14) calendar days from the date a written summons for its payment is received.
- 15.4. In case of a delay in payment of a monetary amount, the contractual party that is in default of payment is responsible for paying the other contractual party annual interest from the default in the amount of 0.05% daily of the owned amount for each day in default.
- 15.5. The occurrence of a claim for payment of a contractual penalty or interest from default, its billing or payment, is unaffected by the claim of the contractual party for compensation of resulting damages.

16. Validity and effectiveness

- 16.1. The effectiveness of the Agreement may terminate prematurely:
 - 16.1.1. by written agreement of the contractual parties, the parts of which are the arrangement of mutual obligations and claims;
 - 16.1.2. by written withdrawal from the Agreement in case of fundamental breach of the Agreement from the contractual parties;
 - 16.1.3. by written withdrawal from the Agreement in case of non - fulfilment by one of the parties due to Circumstances Precluding Liability.
- 16.2. A fundamental breach of the Agreement is understood in particular as a default by a contractual party in performing non-monetary obligations for more than three (3) months, or default by a contractual party in performing monetary obligations for more than three (3) months.
- 16.3. A contractual party is entitled to withdraw from the Agreement according to the Article 16.1.2 only in case the other contractual party, despite written notification of a breach of the Agreement, does not remedy this breach within the term provided, which may not be less than thirty (30) calendar days.
- 16.4. A contractual party is entitled to withdraw from the Agreement according to the Article 16.1.3 only in case the other contractual party is not capable to perform due to Circumstances Precluding Liability for a period of more than three (3) months.
- 16.5. Withdrawal from the Agreement is unaffected by the provisions of Articles 12,13, 15.

17. Compliance clause

The contracting parties declare that:

- 17.1. They have not participated, are not participating and will not participate in any criminal offense according to the Act No. 418/2011 Coll., on Criminal Liability of Legal Persons and the Proceedings against Them, as amended, in particular:
 - 17.1.1. they will not give bribes to any person;
 - 17.1.2. they will not accept bribes from any person;
 - 17.1.3. they will not propose or request any bribes or offer, solicit or otherwise handle any bribes;
 - 17.1.4. they will not procure or use any other person for conduct specified in paragraphs 17.1.1 to 17.1.3 of this Article.
- 17.2. They have introduced and will conduct adequate inspectional and other analogical measures above the activities of their employees and agents and will ensure that all its managers comply with the principles set out in this Article;
- 17.3. They have taken and will duly take the necessary measures to prevent or avert the consequences of any criminal offence committed and shall immediately notify the other contractual party if it suspects or becomes aware of any criminal activity in the performance of the Agreement (contact details of the Provider are available at <https://www.aricoma.com/about-us/whistleblower-protection>);

17.4. They have taken and will continue taking measures they should have taken or should take according to legal enactment or internal enactment;

17.5. To prevent the criminal liability of legal bodies, they have done and will continue doing everything that can be legitimately required; especially they have adopted the ethics code and the policies of the compliance programme.

Any breach of this Article 17 shall be considered a material breach of the Agreement and establishes the right of the other contractual party to terminate the Agreement immediately or upon 30 days notice period (at its sole discretion).

18. Final provisions

18.1. Contractual relations between the contractual parties shall be governed by the Czech legal order. The Agreement shall be governed by Act no. 89/2012 Coll. (Civil Code).

18.2. The contractual parties have agreed that none of them is entitled to assign its own rights and responsibilities originating from the Agreement to a Third Party without the prior written consent of the other contractual party, with the exception of monetary claims from the other contractual party.

18.3. The Agreement represents the complete arrangement between the contractual parties.

18.4. All changes or supplements to the Agreement may be effected only on the basis of written agreements of the contractual parties. Such agreements must take the form of dated, numbered amendments to the Agreement signed by both contractual parties.

18.5. If only some provisions of the Agreement apply as a result of nullity, only such provision is nullified, if from its character or content or from circumstances under which it was negotiated, it does not follow that it can be separated from the other content of the Agreement.

18.6. All copies of the Agreement are equivalent and have the validity of the original. If the Agreement is drawn up in more than one language, in case of a dispute of individual language versions, the decisive version is the Czech version. If the Agreement is not drawn up in a Czech version, the contractual parties shall indicate the decisive language version in the Agreement.