

GENERAL TERMS AND CONDITIONS

INTECHI GROUP Ltd.

for service providers, suppliers of goods, and contractors

(hereinafter referred to as "GT&C")

1. INTRODUCTORY PROVISIONS

1.1 These GT&C are the general terms and conditions of INTECHI GROUP Ltd. within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"):

INTECHI GROUP Ltd., CRN: 17403871, with registered office at Rohanské nábřeží 678/23, 186 00 Praha 8, registered at the Municipal Court in Prague, file mark C371233.

1.2 These GT&C govern the rights and obligations of the parties arising from a contract for the provision of services, a contract for work, a purchase contract or any other contract, the subject matter of which is the provision of services, delivery of goods or performance of work, activities or labor for the Client, concluded between the Client and a service provider, supplier of goods or contractor of work (hereinafter referred to as the "Provider") based on the Client's order (hereinafter referred to as the "Order" and the contract concluded by accepting the Order without reservations, deviations or amendments, hereinafter referred to as the "Contract").

1.3 An Order shall be considered a valid invitation to conclude the Contract if it is made by an authorized party of the Client via electronic mail or in writing via postal services to the address of the Provider's registered office or business premises, or the Provider's delivery address, if it has been notified by the Provider or is publicly available, or by a data message sent by the Client via the Client's data box to the Provider's data box if it allows the receipt of postal data messages. Other methods of placing an Order shall not be considered valid unless stipulated otherwise.

1.4 The Provider's response to the invitation to conclude the Contract pursuant to Article 1.3 of these GT&C with any amendment or deviation from the Order, even if it does not substantially change the terms of the Order, shall not constitute acceptance of the Order; the Contract shall not be validly concluded based on such response by the Provider.

1.5 These GT&C form an annex to the Order and the Provider acknowledges that by accepting the Order these GTC become an integral part of the Contract. By concluding the Contract, the Provider confirms that they have read these GT&C and agree to their content, subject to any exceptions expressly set out in the Contract.

2. SUBJECT OF THE CONTRACT

2.1 The subject of the Contract is the provision of services, delivery of goods, or performance of work, activities, or labor as specified in the Order (hereinafter referred to as "Fulfillment").

2.2 Changes to the scope of the Fulfillment shall constitute an amendment to the Contract and may be made in accordance with the terms of the Contract and clause 2.3 and/or 13.2 of these GT&C. If the Provider provides additional services, supplies, activities, works, or deliverables to the Client beyond the scope of the Fulfillment without a proper change to the scope of the Fulfillment (e.g., without entering into an amendment to the Contract), the services, supplies, or activities, work, or deliverables so performed shall be deemed to have been included in the Performance and its price.

2.3 The Client shall be entitled to request a change in the scope or specification of the Fulfillment set out in the Contract at any time by informing the Provider in writing. The Provider is obliged to implement the changes requested by the Client, unless they are contrary to applicable regulations or standards, in particular changes resulting from changes in laws, standards, or regulations applicable to the subject matter of the Contract. In the case of so-called extra work resulting from changes in laws, standards, or regulations applicable to the subject matter of the Contract, such change shall not affect the price of the Fulfillment unless the Parties expressly agree otherwise. In the case of additional works other than those referred to in the previous sentence and so-called lesser works, the Provider shall, within five working days of receipt of the above-mentioned written request from the Client, carry out a valuation of the required additional or lesser works and deliver it to the Client. The valuation shall be made using unit prices of individual items, if they result from the method of negotiating the price of the Fulfillment in the Contract. If this is not possible, the prices normally available on the market shall be used to determine the prices of the multiple works or lesser works (the Provider shall be obliged to prove to the Client the normally available market price). The Parties shall be obliged to conclude an amendment to the Contract (e.g. by way of acceptance of the Order).

2.4 The Provider is obliged to pack and arrange for the transport of the Fulfillment in the manner specified in the Contract. If the Contract does not stipulate the method of packaging of the Fulfillment, the Supplier is obliged to provide the packaging customary for the type of Fulfillment or, if such method cannot be determined, the packaging necessary for the preservation and protection of the Fulfillment so that it cannot be damaged or degraded.

3. PRICE

3.1 The price for the Fulfillment specified in the Order becomes the price agreed by the Parties in the Contract upon acceptance of the Order. The Provider is entitled to increase the invoiced price for the Fulfillment by the amount corresponding to the statutory VAT rate pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"). The price so agreed is fixed and final and cannot be changed during the term of the Contract unless otherwise agreed between the Parties.

3.2 The price agreed in the Contract includes all costs incurred by the Provider in connection with the proper provision of the Fulfillment, including costs for labor, installation, materials, transportation to the place of handover, basic cleaning, and training of the operator of the Fulfillment, as well as any necessary and related costs for the proper and complete commissioning of the Fulfillment.

3.3 Unless otherwise agreed by the Parties, the Provider may require advances on the price of the Fulfillment.

4. PAYMENT TERMS

4.1 Payment of the price of the Fulfillment shall be made based on a tax invoice issued by the Provider after proper delivery of the Fulfillment without defects and deficiencies, whereby the due date of the tax invoice is 30 calendar days from the date of issue of the tax invoice by the Provider, whereby the Provider is obliged to deliver the tax invoice to the Client within seven working days of its issue.

4.2 The tax document must contain the elements stipulated by the VAT Act, the Contract, and these GT&C. The tax document shall be sent in electronic form, in a non-editable format:

invoice@intechi.cz

The subject line of the email in which the tax document is sent shall include the number of the tax document in question. The tax document will also include a handover report on the handover and acceptance of the Fulfillment confirmed by an authorized person of the Client, and, where applicable, other documents such as service sheets, delivery notes, etc. If the tax document does not contain the above-mentioned elements, the Client is entitled to return it to the Provider for completion. In such a case, the due date shall be interrupted and the new due date shall start upon delivery of the corrected tax document to the Client.

4.3 The Provider shall be obligated not to be an unreliable taxpayer within the scope of the VAT Act for the entire duration of the Contract, and to have the bank account used for all payments under the Contract registered with the relevant tax administrator within the scope of the VAT Act, and at the same time to have this account published by the tax administrator in a manner allowing remote access. The Provider is bound to comply with these obligations throughout the term of the Contract.

4.4 If the Provider becomes an unreliable taxpayer or its bank account used for payments under the Contract ceases to be published by the tax authority, the Client shall be entitled to pay the liability due in the amount of the corresponding VAT on the performance received directly to the account of the tax authority without further delay, and without being called upon as a guarantor. In this case, the Client's liability to the Provider shall be extinguished in the amount paid to the account of the tax administrator on the date of its payment to the tax administrator. The Provider shall inform the Client in writing within three working days of

the fact that it has become an unreliable payer or that its bank account used for payments under this Agreement ceases to be published by the tax authorities.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Term of Fulfillment

The Provider is obligated to duly perform their obligations pursuant to the Contract within the deadlines set out in the Contract and these GT&C.

5.2 Place of Fulfillment

The place of Fulfillment shall be the place specified in the Contract or other places necessary for the proper provision of the Fulfillment arising from the Contract or the nature of the matter.

5.3 The Provider shall fulfill their obligation to perform under the Contract if they duly and timely deliver the Fulfillment to the Client in the quantity, performance, and quality specified in the Contract, and if they duly and timely deliver to the Client all necessary documents relating to the Fulfillment and its proper use. In the event that the term, quantity, or quality of the Fulfillment is at risk of being compromised, the Provider shall immediately notify the Client in writing and take all possible steps to remedy the situation.

5.4 The Client is obligated to accept a proper Fulfillment that is free of defects and deficiencies.

5.5 The Client is obligated to pay the Provider the price agreed in the Contract for proper Fulfillment with no defects and imperfections under the terms and conditions set out in the Contract and these GT&C.

5.6 The Provider is obligated to act with professional care, and quality and in accordance with applicable laws and technical standards (CTN) applicable to the Fulfillment when fulfilling the Contract and providing the Fulfillment. The Provider shall furthermore be obliged to follow the instructions and interests of the Client, be they explicit or such that the Provider knows or should know.

5.7 The Provider is obligated to inform the Client of all circumstances of which they become aware during the provision of the Contract and which could affect the Fulfillment, the obligations of the contracting parties, or a change in the Client's instructions.

5.8 The Provider shall warn the Client in writing and without undue delay of the inappropriateness of the Client's instructions related to the Fulfillment, which could endanger the safety of the Client's persons or property and/or third parties.

5.9 The Provider shall, when performing the Services at the Client's workplaces, procure at their own expense the removal of any waste generated by their activities and their disposal by authorized persons.

5.10 The Provider is obligated to comply with the applicable laws and regulations, including their implementing regulations, in particular fire protection regulations, occupational health and safety regulations (hereinafter referred to as "OHS"), environmental regulations relating to their activities, comply with the Contract and, within the scope of the Contract, with the Client's written instructions and documents that have been or will be demonstrably provided by the Client, and to act in accordance with the Client's legitimate interests.

5.11 The Client and the Provider are obligated to provide each other with a written list of risks and the measures taken to protect against the effects thereof in accordance with the provisions of Section 101(3) of Act No. 262/2006 Coll., the Labour Code, as amended, prior to the commencement of the provision of services or the provision of Performance under the Contract.

5.12 The Provider shall not be entitled to assign the rights and obligations under the Contract to a third party without the prior written consent of the Client. Set-off of the Provider's receivables to the Client against the Client's receivables from the Contract is possible only by written agreement of the Parties.

5.13 If the Provider violates the Contract, these GT&C, or legal regulations in the performance of their duties, the Client shall be entitled to demand that the Provider cease and desist from such conduct. If the Provider fails to do so even within an additional reasonable period of time communicated to them by the Client, but no later than 7 working days from the receipt of the Client's request, this shall constitute a material breach of the Contract.

5.14 The Parties shall provide each other with all necessary cooperation to fulfill their obligations under the Contract to the extent necessary.

5.15 If the Provider is in default in the delivery of the Fulfillment pursuant to the Contract, the Client shall be entitled to suspend the performance of their obligations until the Fulfillment is delivered or until the Provider provides adequate assurance of their obligations. If the Client becomes aware that doubts have arisen, exist, or are likely to arise as to whether the Provider will be able to perform their obligations under the Contract, the Client shall be entitled to suspend the performance of their obligations under the Contract until the Provider has provided the Client with adequate security for their obligations. The same shall apply if the Client discovers that in connection with the conclusion or performance of the Contract, the Provider has provided the Client with false, incomplete, or misrepresented information about their person, their financial circumstances, or other facts that are important to the Client, or on the basis of which the Client proceeded to the conclusion of the Contract and its performance. The Client shall be entitled to reimbursement of all costs incurred by the Client as a result of interruption of the performance of the Contract due to reasons on the Provider's side.

5.16 Unless otherwise agreed, the Provider is entitled to entrust a third party with the performance of the Fulfillment or a part thereof. The Provider shall be liable to the Client for

the activities of such third party and for damage caused by such third party as if the Provider had performed such activities itself.

5.17 The Provider is obligated to have liability insurance for damages caused to third parties unless otherwise agreed in the Contract. The Provider is obliged to keep the above insurance in force for the entire duration of the Contract, and the Provider is obliged to prove this fact at the Client's request at any time without undue delay.

6. CONFIDENTIALITY

6.1 The Provider is obligated to maintain confidentiality of all facts and information concerning the Client, which they obtain in the performance of the Contract pursuant to and in connection with this Contract, and at the same time to obligate to confidentiality their employees or any third parties authorized by the Provider to perform the Fulfillment to the same extent. The Provider shall keep such information confidential, not disclose it to third parties without the prior written consent of the Client, and use it only for the performance of its obligations under the Contract.

6.2 The obligation of confidentiality does not apply if:

(a) the fact in question was generally known or publicly available at the time it was disclosed to the other Party,

b) the fact in question has become generally known or publicly available after it was disclosed to the other Party, excluding cases where the fact has become generally known or publicly available as a result of a breach of an obligation under the Contract or the GT&C,

(c) the fact in question was demonstrably and rightfully available to the Party prior to its disclosure by the other Party and was not part of any non-disclosure agreements,

(d) the subject matter has been obtained by the Party from an independent third party who has lawfully obtained the information and is not bound by any obligation of confidentiality,

(e) there is a legal obligation to disclose the relevant fact to a court, government, or other public authority or otherwise make it public.

6.3 The obligation of confidentiality shall apply for a period of two years from the termination of the Performance under the Contract.

7. HANDOVER OF FULFILLMENT

7.1 The Provider is obligated to deliver the Fulfillment to the Client without defects and deficiencies within the time limits and in the manner specified in the Contract. If the exact date of delivery of the Performance is not agreed in the Contract, the Provider shall inform the Client in writing of the exact date of delivery of the Performance sufficiently in advance, at least three working days in advance; for the avoidance of doubt, email communication

between the Provider's and the Client's authorized representatives shall be deemed to be written information in this case.

7.2 The Parties shall draw up a written handover report on the acceptance of the Fulfillment, which shall be signed by authorized representatives of both Parties.

7.3 The Provider is obligated to hand over the Fulfillment without any defects and deficiencies, in the quality agreed or resulting from the Contract and the Client's instructions, and is responsible for the fact that the Fulfillment complies with the Contract, the GT&C, technical standards, and legal regulations applicable to the Fulfillment. If the Fulfillment consists in the performance of a work, the Client shall be entitled to accept the work even if it shows a small number of minor defects and imperfections which, alone or in conjunction with others, do not prevent the proper use of the work, nor do they hinder or impede the performance of subsequent works; such defects and imperfections, if any, shall be specified in the handover report, and the Provider undertakes to remedy such defects and imperfections within a reasonable time, but not later than seven working days from the date of signing of the handover report by both Parties.

7.4 The Provider is obliged to hand over to the Client, along with the handover of the Fulfillment, all documentation related to the Fulfillment and all documents necessary for the acceptance and proper use of the Fulfillment, including any documents certifying the quality of the Fulfillment (e.g. certificates, attestations, functional test reports, inspection reports, instructions for use and maintenance, specifications of spare parts, etc.) (hereinafter referred to as "Documentation"). Failure to deliver the relevant Documentation shall be deemed a material defect in performance for the purposes of provision of the Fulfillment. If the Provider or the Client discovers that the Documentation is defective in any way, then the Provider shall remedy the defects promptly after discovering them or having been notified of them by the Client, at their own expense.

8. TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

8.1 Unless otherwise agreed in the Contract, the Client shall acquire title to the Fulfillment or individual parts of the Fulfillment by means of protocol acceptance.

8.2 The risk of damage shall pass to the Client at the moment of the protocol acceptance of the Fulfillment by the signature of the Client's authorized person, provided that it is accepted without defects and imperfections.

9. QUALITY WARRANTY AND LIABILITY FOR DEFECTS

9.1 The Provider provides the Client with a quality warranty for the Fulfillment within the following scope:

(a) for the Fulfillment consisting in the performance of a work or provision of services for a period of 6 months from the date of their protocol acceptance,

(b) for the Fulfillment consisting in the supply of goods or spare parts for a period of 24 months from the date of their receipt pursuant to their protocol acceptance, or for the period specified by the manufacturer of such materials or equipment, if such guarantee period is longer than the aforementioned period.

9.2 The Provider shall be liable for defects in the repaired, replaced, or newly delivered part of the Fulfillment to the same extent and for the same duration as for the original Fulfillment. The warranty period shall not apply for the period during which the Client cannot use the Fulfillment due to its deficiencies and/or defects for which the Provider is liable.

9.3 A defect in the Fulfillment shall be understood as, in particular but not exclusively, a lack of the characteristics of the Fulfillment that the Fulfillment is supposed to exhibit, in particular the characteristics set out in the Contract, the characteristics defined by technical standards or legal regulations, the characteristics claimed by the Client or the characteristics customary with regard to the nature of the Fulfillment and its purpose, as well as an undesirable or unapproved deviation in the parameters of the Fulfillment.

9.4 The Provider shall be liable for all defects that the Fulfillment exhibits at the time the risk passes, even if the defect becomes apparent after that time. The Provider is also liable for any defect that arises after that time if the defect is caused by a breach of their obligations under the Contract, the GT&C, or legal regulations, in particular for defects that violate the quality warranty.

9.5 The Client shall notify the Provider of a defect in the Fulfillment without undue delay after becoming aware of it, no later than before the expiry of the warranty period. The Provider is obligated to accept the complaint in any form, i.e. also by email.

9.6 If the Provider considers that the claim for the Fulfillment is not justified, the Provider shall immediately notify the Client in writing with the reasons for their stance. If, despite the Provider's rejecting opinion accompanied by appropriate justification, the Client considers that the claim in question is justified and insists on the repair or other remedy of the defective condition, then the Provider shall remedy the defect that will be the subject of the claim, despite their disagreeing opinion on the legitimacy of the claim. In the event of any disputed defect, the Parties shall submit the matter to an expert and/or an expert institution (hereinafter referred to as the "Expert") for a decision, always at the Client's choice, unless the Parties agree otherwise or agree on an amicable solution to the disputed defect. In such a case, the Parties undertake to accept the Expert's decision without reservation and to abide by the Expert's decision.

9.7 In the event of a defective Fulfillment, the Client may, at their discretion, request the removal of defects at the Provider's expense in one of the following ways:

(a) by supplying or providing a substitute for the defective Fulfillment, by supplying the missing Fulfillment and demanding the removal of legal defects,

(b) repairing the Fulfillment if the defects are repairable,

(c) a reasonable discount on the price of the Fulfillment. The Client is entitled to unilaterally reduce the price of the Fulfillment to be paid by the Provider by the discount. If the price of the Fulfillment has already been paid, the Provider is obliged to pay the amount corresponding to the discount to the Client within 30 days from the delivery of the notice of the election of this claim.

If the Provider fails to remedy the defect properly and in time or is in default in repaying the amount corresponding to the discount applied on the price of the Fulfillment, the Provider is entitled to withdraw from the Contract without further delay.

9.8 The Provider shall be obligated to commence free of charge the removal of legitimately claimed defects without delay and to remove them as soon as possible, but at the latest within a period of time appropriate to the nature of the defect, which shall not exceed five working days from the date of notification of the claim, unless otherwise agreed. If the Provider is to deliver or provide a replacement or supply the missing Fulfillment, the Provider shall do so as soon as possible, but at the latest within a reasonable time, which shall not exceed five working days from the date of notification of the complaint, unless otherwise agreed.

9.9 If the Provider fails to repair the defect immediately after receiving the Client's complaint, or fails to remove the claimed defects within the specified time, the Client is entitled to entrust another entity with the removal of the defect, at the Provider's expense.

9.10 After the defect has been removed, the Provider shall invite the Client to take over the duly completed and executed repair of the defect (hereinafter referred to as the "Repair"). Both the Client and the Provider shall be obliged to attend the duly completed and executed Repair within the agreed period of time. The Client shall accept the duly completed and executed Repair as well as the complete Documentation relating to such Repair. A written handover report shall be made of the acceptance of such Repair, in which the Client shall be entitled to express their views on the completed Repair. Only a properly completed and executed Repair shall be deemed to have been handed over.

9.11 The exercise of rights under the warranty shall not affect the Client's rights to payment of contractual penalties and compensation for damages related to defective performance or any other rights and claims of the Client under applicable law.

10. TERMINATION OF THE CONTRACT

10.1 The Contract may be terminated by written agreement of the Parties on an agreed date; if no such date is specified in the agreement, then the termination shall be effective as of the date of conclusion of such agreement. The Contract may also be terminated by written notice, by written withdrawal from the Contract, or by other means in accordance with the Civil Code.

10.2 The Client is entitled to terminate the Contract in writing without providing any reason. In such a case, the notice period shall commence from the date of delivery of the written

notice to the Provider and shall end on the last day of the second calendar month following the month in which the written notice was delivered to the Provider.

10.3 The Client shall be entitled to terminate the Contract in writing without notice in the event that the Provider is more than 14 calendar days in default of delivery of the Fulfillment.

10.4 The Provider shall be entitled to terminate the Contract in writing without notice in the event that the Client is in default of the payment of the rightfully invoiced price of the Fulfillment and fails to pay the amount due even within 20 working days from the date of receipt of the Provider's written request for payment.

10.5 The Contract may be withdrawn from in accordance with Section 2001 et seq. of the Civil Code, for the reasons provided for by law and for the reasons agreed in the Contract and these GT&C. The grounds for withdrawal from the Contract shall include the case where the Contract or these GT&C stipulate that there is a material breach of the Contract.

10.6 The Client shall be entitled to withdraw from the Agreement, in particular, but not exclusively, if:

(a) insolvency proceedings are initiated against the Provider, or the Provider files a debtor's petition for the initiation of insolvency proceedings, or the petition for the initiation of insolvency proceedings against the Provider is rejected due to insufficient assets or for failure to submit a deposit for the costs associated with the initiation of insolvency proceedings,

(b) the Provider enters into liquidation,

(c) the Provider is a VAT payer and breaches the obligation not to be an unreliable taxpayer,

(d) the Provider breaches the obligation to have and maintain in force throughout the duration of the Contract third party liability insurance in accordance with Article 5.17 of these GT&C,

(e) the Provider assigns or transfers its rights and obligations under the Contract to a third party without the Client's prior written consent,

10.7 The Provider is entitled to withdraw from the Contract, in particular, if:

(a) a court decision on the Client's bankruptcy is published, or the Client himself files a debtor's petition for the commencement of insolvency proceedings, or the petition for the commencement of insolvency proceedings against the Client is rejected for insufficient assets or for failure to make a deposit for the costs associated with the commencement of insolvency proceedings,

(b) the Client enters into liquidation.

10.8 In particular, but not exclusively, a material breach of the Agreement shall be deemed to have occurred if:

- (a) the Provider is more than 10 days late in delivering the Fulfillment under the Contract,
- (b) the Provider repeatedly performs a defective Repair with the second instance of a defective Repair being deemed to be a repeated defective performance of the Repair,
- (c) the Performance exhibits a not inconsiderable number of defects, even if minor, which are not all properly remedied by the Provider through Repair; a not inconsiderable number of defects is defined as a number of at least five defects,
- (d) the Provider breaches any other obligation agreed in the Contract and/or in these GT&C and fails to remedy such breach despite a written notice from the Client within a reasonable period of time specified in such notice, which shall not be less than five days.

10.9 Effects of withdrawal

Withdrawal from the Contract shall cause the termination of the obligations of the Parties under the Contract, with the exception of the Provider's obligation to pay contractual penalties, interest on late payment or compensation for damages, or obligations which, due to their nature, are intended to bind the Parties even after withdrawal from the Contract, e.g. arrangements for dispute resolution. The effects of withdrawal shall take effect upon delivery of a written notice of withdrawal to the other Party. The Parties shall provide each other with all necessary assistance to settle the withdrawal and to reimburse each other for the performance of the Contract in order to avoid unjustified enrichment.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

11.1 The Fulfillment shall not be encumbered by third-party rights, nor shall its delivery infringe any patent, copyright, or other intellectual property rights or other protected rights of third parties, nor shall it have any other legal defects.

11.2 The Provider shall be liable for the fact that the use of the Fulfillment cannot lead to unauthorized interference with the rights of third parties or other violation of legal regulations and that the Client cannot incur monetary or other liabilities to third parties in connection with the use of the Fulfillment. All liability for claims of third parties shall be borne by the Provider. The Provider shall be liable to the Client for any damages incurred in relation to the exercise of third-party rights. Should the Client suffer any damage due to legal defects in the Fulfillment, the Provider is obligated to compensate the Client in full for such damage.

11.3 If the use of the Fulfillment results in a threat or violation of a third party's right, for example, by a third party claim, the Client shall inform the Provider thereof and the Provider shall be obligated to provide the Client with a statement without undue delay, no later than within three working days of receipt of this information, in which the Client shall be obligated to comment on the validity of the third party claim and propose further action.

The Provider is obligated to provide the Client with assistance for the legal protection of the Fulfillment and the resolution of the third-party claim. The Provider is obligated to conduct disputes concerning such patent, copyright, or other intellectual property rights or other protected rights of third parties relating to the Fulfillment.

11.4 If the Fulfillment includes the creation of any output and/or result which is created under the Contract for the Client's use and on the basis of the Client's requirements and which is the subject of proprietary rights (hereinafter referred to as "Output"), the Provider declares or shall ensure that there is a truthful statement created as of the date of delivery of the Fulfillment that the Provider exercises all intellectual property rights contained in the created Output at least to the extent necessary to assign and transfer the rights under Article 11 to the Client together with the Output. 5 of these GT&C or to grant a license pursuant to Article 11.6 of these GT&C; if this declaration proves to be false, it is a material breach of the Agreement.

11.5 On the date of delivery of the output to the Client, the Provider shall transfer to the Client the right to exercise all proprietary copyrights to the output, including the possibility of further assignment of this right to a third party (and other subsequent assignments). The Client's rights acquired under this Article 11.5 include the right to complete the unfinished output, to edit, publish, process, translate, combine with another work, include in a collective work, and make the output available to the public under the Client's trademark or other name. The fee for this assignment is included in the price of the Fulfillment. If the output or part thereof is subject to intellectual property rights other than copyright (e.g. know-how), the Provider shall assign all such other rights to the Client on the date of delivery of the output to the Client. The Provider shall not be entitled to use any generated output other than for the purpose of performing their obligations under the Contract. The Provider shall refrain from filing any application or otherwise attempting to register any of the Intellectual Property Rights in relation to any output that forms part of the Fulfillment. The assignment and transfer of rights under this Article shall apply to the full extent permitted by Czech law or, where applicable, any other law which is mandatory in the case in question. A breach of any obligation of the Provider under this Article shall be deemed a material breach of the Contract.

11.6 In the event that the assignment of copyright ownership or transfer of other intellectual property rights pursuant to Article 11.5 above is not possible, the Provider grants the Client a license to exercise the right to use the affected output that is part of the Fulfillment, under the following conditions, so that such license is as close as possible to the transfer of copyright ownership pursuant to Article 11.5 above:

- (a) the license is granted for all uses of the output in question,
- (b) the license is not limited in territorial scope,
- (c) the license is exclusive,
- (d) the license is unlimited as to the scope and purpose of the use of the output concerned,

(e) the license is purely permissive, i.e. the Client has no obligation to use the output in question,

(f) the license is granted for the entire duration of the copyright ownership,

(g) the remuneration for the granting of this license is included in the price of the Fulfillment from an economic point of view and by agreement of the parties and as such the license is granted free of charge.

A breach of any obligation of the Provider under this Article shall be deemed a material breach of the Contract.

11.7 The Provider agrees to assign the license to a third party (including any further assignments) or grant a sub-license.

11.8 The Provider shall deliver the generated output to the Client on a suitable recording medium or other suitable means by which such output is usually delivered, including complete documentation relating to the generated output. Unless otherwise expressly identified, the deliverables and/or results shall be deemed to be deliverables created by the Provider under the Contract specifically for the Client. The provisions of this Article shall apply mutatis mutandis to deliverables provided to the Client by the Provider under the Contract which have led to the creation of an item of intellectual property rights in relation to which the Provider shall be a co-author, co-owner, or any other analogous entity.

11.9 If outputs and/or results that have not been created by the Provider (or through the Provider's employees or contractors, as the case may be, to whose results the Provider has similar rights as to the results of their employees) (hereinafter referred to as "other results") are provided to the Client together with the Fulfillment, and it has not been stipulated in the Contract otherwise, the Provider grants the Client a non-exclusive authorization (license) to exercise the right to use these other results as of the date of delivery of the Fulfillment. The license is unlimited in territory, quantity, purpose, and manner of use, it is granted for the entire term of the proprietary copyrights to these additional results and the Client is entitled to grant a sub-license and to assign the license within the Client's group. The remuneration for the granting of this license is included in the price of the Performance from an economic point of view and by the consent of the parties, and as such the license is granted free of charge. The Provider hereby declares or covenants to ensure that, at the date of delivery of the Fulfillment, there is a true statement made that they exercise the rights to the intellectual property contained in the other Fulfillments to at least the extent necessary to grant the Client a license to such other Fulfillments to the extent of the license terms agreed in the Contract or, as the case may be, in accordance with this paragraph. A breach of any obligation of the Provider under this clause, or the discovery of any statement made by the Provider under this clause being untruthful, shall be deemed a material breach of the Contract.

11.10 In the event of any modification of the output and/or other results by the Provider, the Client shall acquire the same intellectual property rights to such modification pursuant to Articles 11.5 and 11.6 respectively 11.9 of these GT&C as it had to the output and/or

other results to which the modification relates, on the date of delivery of such modification to the Client.

11.11 For the avoidance of doubt, the Client shall always be entitled to:

(a) investigate, study, or test the operation of the Output and/or Other Deliverables in order to determine the ideas, processes, principles, methods, and technologies underlying any element thereof or to authorize any third party to carry out such activities,

(b) to investigate, study, or test the operation of the output and/or other results in any other way to obtain information necessary to make modifications, changes, and other interventions to them, or to commission any third party to carry out such activities,

(c) to use such ideas, processes, principles, methods, technologies, and other information obtained in the foregoing activities or otherwise, for any purpose whatsoever, including the development and production of any other work (result, output), or to provide it to any third party.

12. CONTRACTUAL PENALTIES AND DAMAGES

12.1 In the event that the Provider is in default with the Fulfillment and/or the delivery of the Fulfillment compared to the deadlines under the Contract, the Client shall be entitled to a contractual penalty of 0.05% of the price of the Fulfillment for each day of delay.

12.2 In the event that the Provider is in default in commencing the remedy of the claimed defect and/or in the event that the Provider breaches its obligation to remedy the defect within the specified time, the Client shall be entitled to a contractual penalty of 0.05% of the Fulfillment for each day of delay.

12.3 If the Provider breaches the obligation not to be an unreliable payer, the Client shall be entitled to a contractual penalty of CZK 5,000 for each individual breach of obligation.

12.4 If the Provider breaches the obligation of confidentiality, the Client shall be entitled to a contractual penalty of CZK 200,000 for each individual breach of the confidentiality obligation.

12.5 Any contractual penalty is payable within 30 calendar days from the date of delivery of a written demand for payment to the obliged party. The application of the contractual penalty shall not limit the right of the entitled party to claim damages from the obliged party, even in excess of the contractual penalty.

12.6 The Client shall be entitled to claim from the Provider and the Provider shall be obligated to compensate the Client for damages caused to the Client by the Provider or its subcontractors through breach of obligations under the Contract or in connection with the execution of the Contract, these GT&C or legal regulations. Compensation for damages shall include actual damages and lost profits.

12.7 The Provider is obligated to indemnify the Client for damage caused as a result of fines or other sanctions imposed by administrative authorities in relation to the performance of the Contract.

13. FORCE MAJEURE

13.1 Force majeure means any obstacle which has arisen independently of the will of the obligated party and prevents it from fulfilling its obligation, and where the obliged party cannot reasonably be expected to avoid or overcome the obstacle or its consequences even with the best efforts that can reasonably be required of it in relation to the performance of the obligation in question, in particular:

(a) war, embargo, public disturbance, insurrection, revolution, violent demonstration, terrorist attack, state or government intervention, strike of the Client's employees,

(b) explosion, fire, earthquake, or other natural events that make it impossible for the Party to perform the Contract.

Delayed deliveries from subcontractors and any impediments that arose after the obligated Party was in default or arose from its economic circumstances shall not be considered Force Majeure.

The Obligated Party shall not be in default in the performance of its obligations under the Contract by reason of a Force Majeure Event if such event prevents the performance of such obligations for the duration of the Force Majeure Event or the duration of its consequences and only with respect to those obligations of the Obligated Party directly or proximately affected by such Force Majeure Event.

13.2 The Party undertakes to inform the other Party of the occurrence of a Force Majeure circumstance without undue delay as soon as it is objectively possible to carry out such communication. Such notification shall include a description of the Force Majeure, including the events and causes that triggered it and, if possible, the expected duration of the Force Majeure. The Obligated Party shall also give notice of the cessation of the Force Majeure Event and shall provide all necessary assistance to demonstrate the duration and causal connection to the impossibility of performing its obligations under the Contract.

13.3 A Party that is prevented by Force Majeure from performing its obligations under the Contract shall take all steps reasonably required of it to remedy or overcome the event constituting Force Majeure as soon as possible and to resume normal operations under the Contract. If the Force Majeure event persists for more than ten working days, the Parties undertake to find a suitable solution to the situation by mutual negotiation, using such efforts as may reasonably be required of the Parties. If the force majeure event or interruption in the performance of the Contract lasts longer than six months, the other Party shall have the right to withdraw from the Contract.

14. FINAL PROVISIONS

14.1 Provisions of the Agreement that differ from the GT&C shall prevail over the application of the relevant provisions of the GT&C.

14.2 Material and non-material amendments to the Contract must be made in the form of a mutually agreed written addendum, which shall become an integral part of the Contract upon signature by both Parties, whereby the Parties expressly agree that amendments to this Contract may not be made by email communication, except as expressly agreed in the Contract, these GT&C and/or in cases where there is a change of contact details and contact persons.

14.3 Proposals or counter-proposals by the Client or the Provider for a material or non-material change to the Contract which are not commented on in any way by the other Party within 20 calendar days of receipt shall be deemed not to have been agreed by the other Party and shall therefore not be binding on the Parties.

14.4 Legal relations arising from the Contract as well as these GT&C shall be governed by Czech law, in particular the relevant provisions of the Civil Code.

14.5 The Parties exclude the application of the provisions of § 2591, § 2609 paragraph 1, and the second sentence of § 2914 of the Civil Code to the contractual relationship established by the Contract.

14.6 Obligations arising from the Contract are not fixed obligations within the scope of Section 1980 of the Civil Code.

14.7 By signing the Contract, the Provider declares and agrees that they conclude the Contract in relation to their own business and that they undertake the risk of change of circumstances.

14.8 In the event of a dispute arising from the Contract, both parties shall first of all attempt to settle it amicably; in the event of a court dispute, the matter shall be heard before a competent court of the Czech Republic.

14.9 In the event that any provision of the Contract is or becomes invalid/ineffective, the other provisions of the Contract shall remain valid/effective. The Parties shall replace the invalid/ineffective provision of the Contract with another valid/effective provision that best corresponds in content and meaning to the content and meaning of the original invalid/ineffective provision and the intention of both Parties at the date of conclusion of the Contract.

14.10 The provisions contained in the Contract and the GT&C shall supersede all previous oral and written agreements of the Parties relating to performance under the Contract.

These GT&C are valid and effective as of September 1, 2022