

Terms of Cooperation with MIBCON a.s.

1. *Introductory provisions*

These Terms of Cooperation with MIBCON a.s. are issued pursuant to the provisions of Section 1751 of the Civil Code (Act No. 89/2012 Coll., as amended; hereinafter the “*Civil Code*”) and govern certain rights and obligations of Mibcon and the Partner arising from the contractual relationship established between them (hereinafter the “*Terms*”).

The current version of the Terms is at all times publicly available at the web address www.mibcon.cz/a/vop.

The Partner expresses its consent to the Terms at the moment the contractual relationship between Mibcon and the Partner is validly established.

These Terms govern the contractual relationship between Mibcon and the Partner in the areas regulated herein; in other respects, the terms agreed upon establishment of the contractual relationship shall apply.

2. *Contracting parties*

Mibcon means MIBCON a.s., a joint-stock company, ID: 278 92 743, with its registered office at Pod kopcem 31/3, 147 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 11831.

Partner means a natural person engaged in business activity or a legal entity, between whom and Mibcon a contractual relationship has been established for the purpose of pursuing business activities under agreed conditions and with application of these Terms.

3. *Contractual relationship*

The contractual relationship between Mibcon and the Partner is, as a rule, established by a written contract in which both contracting parties have agreed upon the conditions of business cooperation, either in general terms (framework contract) or in specific terms (individual contract). The contractual relationship between the contracting parties may also be established by written acceptance of an order from Mibcon delivered to the Partner, containing the essential elements of the relevant type of contract.

(a contract or an accepted order, hereinafter the “*Contract*”)

The written form of a legal act by a contracting party shall also be preserved when the act is performed by electronic means enabling the recording of its content and identification of the acting person.

4. *Rules of Conflict*

These Terms shall apply without further action to every contractual relationship between Mibcon and the Partner established by a Contract, unless the contracting parties expressly exclude their application by the Contract. The foregoing shall apply to every contractual relationship established after the date of first effectiveness of these Terms.

Deviating provisions in the Contract shall prevail over the wording of the Terms.

Following the conclusion of the Contract, the binding provisions of the Terms shall supersede all prior agreements of the contracting parties, made in any form, to the extent of the areas regulated by the Terms.

5. *Confidentiality obligation*

- 5.1. The subject of confidentiality shall be (i) all information that one of the contracting parties receives from the other contracting party in connection with the performance of the subject matter of the Contract, in any form whatsoever, (ii) the trade secret of each contracting party, and (iii) the existence and content of the Contract (hereinafter the “**Confidential Information**”), with the exception of such information that is or becomes (otherwise than as a direct or indirect consequence of any breach of the Contract) publicly available and may be obtained by anyone without the need to exert significant effort.
- 5.2. Each contracting party shall be obliged to keep the Confidential Information secret and to ensure that the confidential information is protected with the due care of a prudent businessman, and, beyond this standard, with the same care and the same security measures that the contracting party applies in protecting its own trade secret. Each contracting party shall be obliged to use the Confidential Information only in connection with the performance of the subject matter of the relevant Contract and shall not disclose or make the Confidential Information available, without the prior, express and written consent of the other contracting party, to any third party.
- 5.3. Each contracting party shall be obliged to ensure the transfer of its obligations under this confidentiality undertaking to the same extent to its employees or third parties in a legal relationship with the contracting party who are entrusted with the performance of the subject matter of the relevant Contract or any related activity, or who otherwise have access to the Confidential Information. The other contracting party shall be directly liable to the injured contracting party for any breach of the transferred obligations under the preceding sentence, and the injured contracting party shall be entitled to assert its claims directly against the other contracting party.
- 5.4. Each contracting party shall be entitled to disclose the Confidential Information to the extent necessary as required by:
 - 5.4.1. any final and enforceable court decision, and/or
 - 5.4.2. generally binding legal regulations.
- 5.5. In the event that a contracting party is obliged to disclose the Confidential Information in accordance with this article, such contracting party undertakes (to the extent permissible under generally binding legal regulations) to inform the other contracting party in advance of all circumstances and the scope of the information to be disclosed, and to discuss with it possible steps aimed at preventing such disclosure or, as the case may be, limiting the scope of such disclosure.
- 5.6. In each individual case of breach of the confidentiality obligation by one contracting party, the injured contracting party shall be entitled to payment of a contractual penalty in the amount of CZK 100,000.
- 5.7. The confidentiality obligation shall apply in respect of both contracting parties in connection with and for the duration of each concluded Contract, and shall survive each such duration by two (2) years.

6. *Non-compete obligation and prohibition of solicitation*

- 6.1. Each of the contracting parties shall be subject to a prohibition on:
 - 6.1.1. contacting the customers of the other contracting party in any manner and for any purpose whatsoever, in particular for the purpose of direct or indirect (intermediated) business, advisory, supply or other similar cooperation in the field of business of such contracting party;
 - 6.1.2. contacting employees in an employment relationship with the other contracting party or persons in a similar contractual relationship with the other contracting party, in any manner, in particular for the purpose of their recruitment for employment.
- 6.2. In each individual case of breach of the non-compete obligation and the prohibition of solicitation by one contracting party, the injured contracting party shall be entitled to payment of a contractual penalty in the amount of CZK 100,000.
- 6.3. The non-compete obligation and the prohibition of solicitation shall apply in respect of both contracting parties in connection with and for the duration of each concluded Contract, and shall survive each such duration by one (1) year.

7. Intellectual property protection

- 7.1. In connection with the Partner's performance of the subject matter of the Contract, a work capable of being the subject of protection under the Copyright Act (Act No. 121/2000 Coll., as amended; hereinafter the "**Copyright Act**") may be created, in particular a computer program, database, analysis, system design, target concept or similar (hereinafter the "**IP work**").
- 7.2. The Partner warrants to Mibcon that the IP work shall have the character of an employee work within the meaning of the Copyright Act.
- 7.3. Depending on the legal status of the Partner (a natural person engaged in business or a legal entity), the following arrangement of rights and obligations in relation to the IP work shall apply:
 - 7.3.1. Mibcon shall exercise, in its own name and on its own account, all proprietary copyrights to the IP works that the Partner has delivered to Mibcon in performance of its obligations under the Contract; Mibcon shall exercise these rights by operation of law, i.e. within the meaning of Section 58(7) of the Copyright Act.
 - 7.3.2. The Partner grants Mibcon, in relation to any IP work under the preceding paragraph, its express, unconditional and irrevocable consent to publication, modification, processing (including translation), combination with another work, inclusion in a collective work, completion of an unfinished work, as well as to Mibcon presenting the IP work to the public under its own name, and further its consent for Mibcon to assign the rights under the preceding paragraph to any third party.
 - 7.3.3. If it is not possible for Mibcon to exercise the rights to the IP works under paragraph 7.3.1 directly, the Partner shall be obliged, upon Mibcon's request, to perform without undue delay all legal acts necessary for the assignment of the right to exercise the proprietary copyrights to the IP work in accordance with Section 58(1) of the Copyright Act to Mibcon or to a third party designated by Mibcon, to the maximum extent that the Partner has at its disposal (or is obliged to have at its disposal within the meaning of this paragraph) and that is permissible under applicable legal regulations, unconditionally and irrevocably, free of charge, with

the prior secured understanding and cooperation of the authors of the relevant IP work.

7.3.4. For that purpose, the Partner shall be obliged to obtain from all authors participating in the creation of the IP work (other than the Partner) written consent to interference with the moral rights of authorship relating to the copyrighted work, at least to the extent permissible under applicable legal regulations, including the interferences set out below:

- to alter, process and adapt the IP work, including the creation of updates, new versions or derivative versions in line with future technological development in the field of mobile telecommunications and computer systems or on the relevant market;
- to combine the IP work with another copyrighted work, to incorporate the IP work into a collective work;
- to present the IP work to the public under the name of Mibcon.

7.4. It is agreed that the Partner's remuneration agreed in the Contract or in connection therewith, within the framework of which one or more IP works were created by the Partner, fundamentally reflects the Partner's remuneration for the creation of the IP works as well as for securing the exercise of the proprietary copyrights to such works by Mibcon or by a third party designated by it. The right to additional remuneration of the Partner, or as the case may be of authors other than the Partner, within the meaning of Section 58(6) of the Copyright Act is excluded.

7.5. The Partner shall be obliged to inform Mibcon in advance of the range of persons participating in the performance of the subject matter of the Contract. The Partner shall be obliged to ensure, in respect of persons participating in the performance of the subject matter of the Contract, cooperation to the extent necessary for the fulfilment of the Partner's own obligations under the Contract. If it transpires that the IP work is encumbered by the right of a third party, i.e. a person of whose participation in the performance of the subject matter of the Contract Mibcon was not informed in advance, or in respect of whom the Partner failed to secure the corresponding cooperation, the Partner shall be liable for all damage arising therefrom and shall be obliged to settle the claims of third parties at its own expense.

7.6. The Partner shall be obliged, also after the termination of the contractual relationship established by the Contract, to provide Mibcon with cooperation in all acts necessary for the demonstration, preservation and protection of Mibcon's rights arising from the exercise of intellectual property rights.

7.7. In each case of breach of paragraph 7.2, 7.3.3 or 7.3.4 by the Partner, Mibcon shall be entitled to payment of a contractual penalty in the amount of CZK 500,000.

8. *Personal data protection*

8.1. Where Mibcon, in performing the Contract, handles personal data of natural persons, of the Partner and/or of a third party (hereinafter "*personal data*" and "*data subject*"), it shall proceed in accordance with the relevant legal regulations, in particular Act No. 101/2000 Coll., as amended (hereinafter the "*Personal Data Protection Act*"), and Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended (hereinafter "*GDPR*").

- 8.2. Mibcon obtains personal data directly from the data subject on the basis of the concluded Contract. The purpose of handling the personal data is given by the nature of the subject matter of the Contract and serves the proper performance of the Contract by Mibcon, in particular mutual communication, invoicing, payment transactions, as well as implementation, hand-over, control and complaint processes. The scope of the personal data processed comprises: first name, surname, title, place of business, identification number, tax identification number, bank account number, e-mail address and telephone number. The personal data is processed for the duration of the parties' obligations under the Contract concluded with the data subject. Mibcon processes the personal data electronically, in both manual and automatic modes. Access to data containing personal data is secured and reserved exclusively for authorised persons from among Mibcon's employees. Mibcon has implemented appropriate technical and organisational measures to ensure the protection of personal data against unauthorised or unlawful use and against accidental loss, destruction or damage; Mibcon is obliged, upon the data subject's request, to make the document on the adopted measures available.
- 8.3. The provision of personal data to the extent and for the purposes set out in the preceding paragraph is a contractual requirement of Mibcon.
- 8.4. The data subject shall be obliged to inform Mibcon without undue delay in writing of any change in its personal data; upon Mibcon's request, it shall also be obliged to verify the accuracy and currency of the personal data processed.
- 8.5. Upon cessation of the purpose for processing the personal data, Mibcon shall remove all relevant personal data from its systems and destroy any copies of the personal data that may have been created.
- 8.6. Mibcon guarantees to the data subject, in relation to its personal data, the free exercise of the following rights:
- 8.6.1. right of access to information about the processing,
 - 8.6.2. right to rectification,
 - 8.6.3. right to erasure (subject to the conditions under the GDPR),
 - 8.6.4. right to restriction of processing (subject to the conditions under the GDPR),
 - 8.6.5. right to an explanation,
 - 8.6.6. right to remedy of an unlawful state,
 - 8.6.7. right to object to the processing,
 - 8.6.8. right to data portability (subject to the conditions under the GDPR),
 - 8.6.9. right to lodge a complaint with the Office for Personal Data Protection;
- Mibcon's contact details for exercising the above rights: info@mibcon.cz, Pod kopcem 31/3, 147 00 Prague 4.
- 8.7. Mibcon has a notification obligation vis-à-vis the data subject and the Office for Personal Data Protection in the event of a breach of the security of the data subject's personal data.

9. *Liability for damages*

- 9.1. The Partner shall be obliged to use maximum efforts to prevent damages and to minimise damages already incurred. To that end, the Partner shall apply all its diligence and expertise with which it enters into the contractual relationship with Mibcon.

- 9.2. The Partner shall be obliged to compensate Mibcon for damage caused by breach of its obligations under applicable legal regulations and/or the Contract and/or the Terms, in the full amount of pecuniary and non-pecuniary harm caused to Mibcon.
- 9.3. If the Partner uses a third party (e.g. an agent, employee, helper) to perform the subject matter of the Contract, it shall compensate damage caused by such third party as if it had caused it itself.
- 9.4. The Partner may be released from the obligation to compensate damage only if it proves that it was prevented from performing the obligation under the preceding paragraph by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will, which could not have been averted even with the exercise of all professional care.
- 9.5. Damage caused to Mibcon shall be compensated in money. Actual damage and lost profit shall be compensated.
- 9.6. Mibcon's claim for damages shall not be affected by the Partner's payment of a contractual penalty, and a contractual penalty paid shall not be set off against the amount of damages.

10. *Amendments to the Terms*

- 10.1. Mibcon reserves the right to amend the Terms at any time to the extent of items 5, 6, 7, 8 and 9 of these Terms.
- 10.2. Mibcon shall notify the Partner of an amendment to the Terms at least 7 days before its entry into effect by means of a notice sent to the Partner's contact electronic address.
- 10.3. The Partner shall be entitled to refuse an amendment to the Terms by written notice to Mibcon, with concurrent termination of the Contract in respect of which it refuses to be bound by the amendment to the Terms, with a notice period of 10 days commencing on the day following the day of delivery of the notice of termination to Mibcon.

11. *Final provisions*

- 11.1. The Contract between Mibcon and the Partner shall be governed by the laws of the Czech Republic, in particular by the Civil Code.
- 11.2. These Terms are made in the Czech language and in an informative English-language version, with the Czech version being decisive.
- 11.3. These Terms come into existence on 1 September 2017 and into effect on 1 September 2017.