



GENERAL TERMS AND CONDITIONS

Persoo s.r.o.

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Id No.: 24317101

VAT Id.: CZ24317101

Registered in the Commercial Register kept by the Municipal Court in Prague under C 196141

Represented by: Pavel Pinkas, Managing Director

(the "Provider")

The Provider and the Client (collectively referred to as the "Parties", each a "Party") enter into this Terms & Conditions (the "T&C") within the meaning of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code")

I. THE SUBJECT OF THE AGREEMENT

1. The Provider undertakes to provide the Client with services defined in Article I under the terms and conditions.
2. The Client undertakes to pay the Provider the remuneration, under the terms and conditions and to provide all required assistance to fulfill the Provider's obligations.

II. PROVIDED SERVICES

1. The services shall mean the personalization of the Client's website portal (the "Website") using the Persoo system (the "Services"). The detailed specifications of the Services are set out in Annex

III. RIGHTS AND OBLIGATION OF THE PROVIDER

1. The Provider undertakes to provide the Services under Agreement with all professional care.
2. The Provider undertakes to back up all data obtained during the provision of the Services in the Persoo system.

3. The Provider undertakes not to use the obtained statistical data on specific websites for any purpose other than the provision of the Services and also not to disclose or provide them to third parties.
4. The Provider is entitled to perform technical system downtime and service maintenance that may cause an interruption in the provision of the Services to the necessary extent ("Technical Downtime"). The Provider is obliged to make every effort to ensure that the provision of the Services is restored as soon as possible and if the provision is not restored in 2 hours, to inform the Client immediately about such outage. In the event that the total period of non-functionality during a calendar month exceeds 24 hours, the Client shall be entitled to a discount of the fee for the provision of the Services for the period of the non-functionality (the "Discount").

IV. RIGHTS AND OBLIGATIONS OF THE CLIENT

1. Prior to start of the provision of the Services, the Client is obliged to place the code assigned by the Provider (the "Code") and a data layer on the Client's Website according to the Provider's instructions communicated by email or in another appropriate manner (i.g. by linking to the Provider's website) and to allow the Provider to access the necessary data in the form of an export in the XML or the JSON format.
2. The Client is not entitled to place multiple Persoo Codes on the Website (either identical or different Code). The Client is entitled to use only one Code for one Website.
3. The Client is not entitled to modify the Code assigned by the Provider. If the Client requires modification of the Code, such requirement shall be made in writing.
4. The Client is not entitled to place the Code on other websites than the Website.
5. The Client is obliged to store the access name and the password (the "Access Data") in such a way that their unauthorized use cannot occur. In the event of unauthorized use of the Access Data, the Provider shall not be liable for such use or for any other damage incurred to the Client or third parties as a result.
6. The Client is obliged to ensure a technical setting with appropriate technical parameters according to the instructions communicated by the Provider, which will enable a smooth provision of the Service.
7. The Client undertakes not to use the Services in a manner that would be contrary to the laws of the Czech Republic. In particular, the Client undertakes not to use the Services for the purpose of sending unsolicited emails (spam, hoaxes, etc.), viruses or other content that is contrary to the law, harassing or contrary to good morals.
8. The Client acknowledges that the Persoo system, through which the Provider provides the Services, is the exclusive intellectual property of the Provider or third parties and may not be distributed, used or modified in any way without prior written consent of the Provider. No license to use the Persoo system is granted to the Client by Agreement.
9. The Client declares it is authorized to hire the Provider to provide the Services under Agreement.

10. The Client is obliged to notify the Provider of any changes that may affect the provision of the Services at least 5 working days in advance. Such changes are described in Annex 1 of Agreement. In the event that the Client fails to notify such changes within the given time limit, the Provider shall not be liable for any subsequent potential interruption of the provision of the Services due to changes to the Website. In such a situation, the Client shall forfeit the right to the Discount. Repair of the functionality of the Services by the Provider shall be charged according to the standard rates of the Provider's price list.

V. REMUNERATION AND PAYMENT TERMS

1. The Client undertakes to pay the Provider a fee for the provision of the Services defined in Article II of Agreement, even if only commenced, month of the validity of Agreement. The Provider is entitled to invoice this amount every month of the validity of Agreement. In this case, payment of the remuneration is a prerequisite for the provision of the Services.
2. The price for the Services shall be paid in advance on the basis of an invoice issued by the Provider for the billing period. The invoices are due for payment within **14 days**.
3. If the Client is in default of payment of the remuneration within the terms and amounts according to Agreement, the Client is obliged to pay the Provider interest on the delay in the amount of 0.05% of the amount due for each day of delay.
4. The Provider shall be entitled to immediately suspend the provision of the Services to the Client under Agreement even without prior notice if the Client is in default of any payable obligation to the Provider until the full payment. In such case, the Provider shall also be entitled to terminate Agreement immediately without any further notice. Under these circumstances, the Provider shall not be liable to the Client for any direct or indirect injury or damage that may incur.

VI. INFORMATION PROTECTION

1. Any information which the Parties discover in connection to the performance of Agreement and/or any information disclosed by either Party during the performance of their obligation under Agreement shall be considered strictly confidential and shall not be disclosed or otherwise communicated to any third party without a prior written consent of the Party concerned, except for information that was publicly known at the time of disclosure or information obtained from third parties.

VII. LIABILITY FOR DAMAGE

1. The Parties undertake not to knowingly do anything that could lead to a breach of obligations set out in Agreement and could cause damage to the other Party.
2. The Provider shall not be liable for damages caused to the Client by interruption of the provision of the Services due to breakdowns of the Client's computer systems, failures of the Client's connection to the Internet or in the case of circumstances pursuant to Section 2913 (2) of the Civil Code.

3. The Provider shall not be liable to the Client for any direct or indirect injury or damage incurred in connection to the provision of the Services as a result of a breach of the Client's obligation, in particular if the Client provides incorrect, inaccurate or incomplete data or information about the Client or the nature of the Client's activities.

VIII. PENALTIES

1. In the event of a breach of the obligation set out in Article III and Article IV of Agreement, the Parties agree on a contractual penalty of CZK 100,000. That is without prejudice to the right of the Parties to claim damages.

VIII. TERMINATION

1. Agreement is concluded for an indefinite period of time.
2. Both the Provider and the Client shall have the right to unilaterally terminate Agreement without giving reasons with a two-month notice period starting from the first day of the following calendar month after delivery of the written notice to the other Party.
3. Either Party shall be entitled to withdraw from the Agreement in the event of a serious breach of obligations under Agreement, which shall be understood in particular as a breach of the obligations set out in Article III (3) and Article IV (2), (3), (4), (7) and (8).
4. Withdrawal from the Agreement for any of the above reasons by either Party shall be made in writing.

IX. MISCELLANEOUS

1. Legal relations not expressly regulated by Agreement shall be governed by the provisions of the Civil Code as amended.
2. Agreement shall be valid and effective upon being signed by both Parties.
3. Agreement shall be amended and supplemented only by a written amendment signed by both Parties.
4. Agreement is executed in two copies, each one of which shall be deemed an original. Each Party shall receive one copy of the Agreement.
5. Any provision of Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of Agreement invalid, illegal or unenforceable in any other jurisdiction. The Parties hereby undertake to replace any invalid or ineffective provision with a new provision which is valid and effective and comes as close as possible to such invalid or ineffective provision.
6. The Parties undertake that in the event of disputes concerning the content and performance of Agreement to use all efforts that may be fairly required to resolve such disputes amicably, in particular to eliminate the circumstances giving rise to the right to withdraw from the

Agreement or causing its invalidity.

