

General Service Terms and Conditions

1 Basic provisions

- 1.1 These General Service Terms and Conditions (the “**Terms and Conditions**”) of European Valuation Institute, z.ú., having its registered office at Václavské náměstí 2132/47, Nové Město, 110 00 Praha 1, company reg. no.: 096 03 271, registered in the Register of Institutes maintained by the Municipal Court in Prague, section U, file 918 (the “**Advisor**”), govern relations between the Advisor and its contractual partner (the “**Client**”) (the Advisor and the Client, collectively, the “**Parties**” and, individually, a “**Party**”). The purpose of the Terms and Conditions is to set down rules for the aforementioned relations so as to prevent possible disputes as well as to acquaint the Client with the basic principles of the provision of services by the Advisor.
- 1.2 The sole entity that the Terms and Conditions are addressed and applicable to and that is exclusively entitled to claim any rights arising out of the Terms and Conditions from the Advisor is the Client entering into a consultancy agreement with the Advisor.
- 1.3 In accordance with section 1751 of Act No. 89/2012 Sb., Civil Code, as amended (the “**Civil Code**”), the Terms and Conditions constitute an integral part of a services agreement made between the Advisor and the Client (the “**Agreement**”).
- 1.4 Legal relations arising out of the Agreement and the Terms and Conditions that are not expressly provided for by the Parties are governed by applicable Czech law. The Parties rule out the possibility that any rights and obligations beyond the express provisions of the Terms and Conditions and the Agreement may be inferred from past or future practice established between the Parties or customary practices followed in general or in an industry relating to the subject matter of the Agreement; therefore, provisions of law of non-mandatory nature take precedence over business practice. Additionally, the Parties confirm that they are not aware of any business practice or practices established between them so far.
- 1.5 The Parties enter into the Agreement as entrepreneurs, as defined in Civil Code section 420(1), in connection with their own business activities within the meaning of Civil Code section 433.
- 1.6 Where the Agreement does not include any specific stipulation about the Advisor’s providing a particular service, or if no Agreement has been made between the Client and the Advisor, the Advisor will provide such a particular service on the basis of the Client’s purchase order. In that case, the rights and obligations of the Advisor and the Client are governed by the purchase order, the Agreement, and the Terms and Conditions. In case of inconsistency between stipulations, the following binding order applies: 1. purchase order, 2. Agreement, 3. Terms and Conditions. Where the Agreement is mentioned below in these Terms and Conditions, it also means the Parties’ relation under this provision, unless otherwise specified in each case.
- 1.7 Service results which are provided by the Advisor to the Client in any form and identified by the Advisor as work in progress, preliminary, indicative, draft, or otherwise to the same effect or which are evidently not the final version of the Advisor’s work considering the circumstances (“**Preliminary Results**”) are not intended for the Client’s making any decisions or acts based on the information contained therein or otherwise proceeding according to such Preliminary Results.

2 Advisor's rights and obligations

- 2.1 When providing services, the Advisor is bound by laws and other generally applicable regulations and, within their limits, by the Client's orders or instructions.
- 2.2 The Advisor may provide services to third parties that are the Client's competitors. The Advisor may also provide services to third parties in matters that the Client may have interest in provided that the Advisor does not represent the Client's interest in the matter in question.
- 2.3 The Advisor undertakes to preserve documents relating to the provision of services for five (5) years unless otherwise provided by law. The Advisor may destroy such documents after that time.

3 Client's obligations

- 3.1 The Client is obligated, in particular, to:
 - (a) provide the Advisor with all documents, papers, and other information which the Advisor believes necessary to receive in order to be able to duly perform its obligations under the Agreement and the Terms and Conditions and which the Advisor asks the Client to provide;
 - (b) provide the Advisor with all other cooperation that the Advisor asks the Client to provide, such as granting powers of attorney, providing explanations etc., or providing access to the Client's responsible officers and other staff;
 - (c) pay the agreed fee in a due and timely manner;
 - (d) notify the Advisor promptly of any changes in supporting documents, information, and other materials provided for the purpose of the provision of services under the Agreement.
- 3.2 The Client understands that the Advisor deems information and supporting documents provided by the Client to be complete, accurate, and undistorted unless the contrary is established by the Advisor.
- 3.3 At the Advisor's request, the Client must provide the Advisor with a written statement signed by a person/persons acting on behalf of the Client to confirm oral explanations and information provided by the Client in the course of the provision of services as well as to confirm that the Client has provided the Advisor with all required information and supporting documents in full and undistorted form.
- 3.4 Should the Client be in default on providing cooperation under clause 3.1 of the Terms and Conditions, the originally set deadlines for the Advisor's performance will be extended accordingly.
- 3.5 The Client acknowledges that all original results created in the provision of services under the Agreement constitute a work of authorship and as such are protected under Act No. 121/2000 Sb., on copyright, rights related to copyright, and amending some acts (the "**Copyright Act**"), as amended, and may only be used by the Client for a purpose implied by the Agreement and any use beyond such a purpose is subject to the Client entering into a licence agreement.
- 3.6 Furthermore, the Client acknowledges that the Client alone is responsible for any decisions made by the Client on the basis of services provided by the Advisor.
- 3.7 The Client agrees not to assign or transfer any of its claims against the Advisor to any third party without the prior written consent of the Advisor. To avoid any doubt, written form for the purposes of this provision excludes e-mail and other electronic messages.
- 3.8 The Client undertakes not to offer employment to the Advisor's employees and/or persons in a similar relation to the Advisor who participate in the provision of services to the Client. Furthermore, the Client undertakes not to use the services of such a person, whether such services are provided

independently or through a third party, for a period of 12 months after that person stops participating in the provision of services to the Client.

4 Confidentiality and personal data protection

- 4.1 Each Party is obligated to maintain confidentiality of all facts that might harm the reputation of or cause material or other loss to the other Party.
- 4.2 All non-public information concerning the other Party that either Party becomes aware of when negotiating, entering into, or performing the Agreement, especially supporting documents provided by the Client, documentation and data of either the Client or the Client's customers, and other information identified as confidential, if it is not a trade secret, is deemed confidential information. Each Party undertakes to maintain confidentiality of all confidential information and trade secrets of the other Party as well as of security measures the disclosure of which would jeopardise the security of a trade secret, confidential information, or personal data of the other Party's customers or business partners ("**Protected Information**").
- 4.3 The obligation of confidentiality is not breached if Protected Information is disclosed which:
 - (a) has been relieved of such restrictions by the other Party's written consent;
 - (b) is provided to persons that have a statutory obligation of confidentiality to at least the same extent as set forth in the Agreement and these Terms and Conditions;
 - (c) is used in compliance with the Agreement and these Terms and Conditions in relation to the provision of consultancy;
 - (d) is publicly available or has been disclosed other than in breach of either Party's obligation;
 - (e) is demonstrably known to the recipient before it is disclosed by either Party;
 - (f) is provided, to the extent necessary, to bodies or persons that have a right to receive such information under law.
- 4.4 The Advisor's personnel and agents are obligated to maintain confidentiality to the same extent as the Advisor. The obligation of confidentiality also applies to the Parties' successors.
- 4.5 The Parties undertake to limit the number of employees in contact with confidential information and take effective measures to prevent a leak of information. Furthermore, the Parties undertake to ensure that proper records are kept of all received documents.
- 4.6 The obligation of confidentiality concerning confidential information lasts for two (2) years from the date the confidential information is provided regardless of the termination of the legal relation arising from the Agreement.
- 4.7 If either Party finds out that any of its employees or subcontractors has breached the confidentiality of information in any way, that Party must immediately notify the other Party and provide the other Party with any reasonable assistance in any proceedings that the other Party may bring against such persons.
- 4.8 The Parties acknowledge that they will proceed in compliance with applicable data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council and related national legislation.
- 4.9 The Client understands that personal data provided by the Client or the Client's personnel or agents will be processed by the Advisor as the controller for the following purposes: (i) providing consultancy services; (ii) ensuring compliance with applicable legal, regulatory, or professional requirements; (iii) dealing with requests or communications from competent public authorities; (iv) administering contracts, books of accounts, and client relations; (v) using systems and applications

for information technology and information system services. Personal data may be disclosed/transferred to personal data recipients (especially controllers and processors) for the aforementioned purposes. The full text of the Advisor's statement on the protection of personal data is available on the Advisor's website: <https://www.evalin.org>.

5 Advisor's fee

- 5.1 If the Advisor's fee, either fixed or according to time spent by the Advisor's staff members on the provision of services to the Client, is not stipulated in the Agreement or otherwise agreed with the Client (by e-mail, etc.), the Advisor is entitled to a fee for providing services to the Client calculated according to time spent by the Advisor's staff members on the provision of services to the Client multiplied by the hourly rate for the position held by a given staff member, corresponding to market conditions at the place and time.
- 5.2 The Client understands that neither the assessment of the Advisor's fee nor the Client's obligation to pay the fee is conditional on any results or final conclusions arising from the provision of services unless otherwise expressly stipulated in the Agreement.
- 5.3 If the provision of the Advisor's services to the Client is terminated for any reason before the completion of agreed work for which a fixed fee has been agreed, the Advisor is entitled to a fee for the work done, which will be calculated in accordance with clause 5.1 of the Terms and Conditions.
- 5.4 If any portion of the fee or incurred expenses is disputed, this will be without prejudice to the Client's obligation to pay the remaining, undisputed, portion of the fee or incurred expenses. The Client understands that if the Client makes the payment of the Advisor's fee from a bank account that is not kept in Czech korunas, the Client must pay all bank charges associated with that payment.
- 5.5 If the Client defaults on the payment of an invoice, the Client must pay the Advisor interest on late payment at the statutory rate. Claiming compound interest is permitted. The Advisor may request the Client to reimburse the Advisor for all expenses incurred in connection with the recovery of any overdue amounts owed by the Client.
- 5.6 If the Client is in default on the payment of an invoice under clause 5.5 of the Terms and Conditions, the Advisor also may withhold documents and other things received by the Advisor from the Client or other persons on behalf of the Client in connection with the provision of services under the Agreement and suspend the provision of services to the Client until the Client complies with all obligations arising for the Client from the Agreement and the Terms and Conditions.
- 5.7 The Advisor may unilaterally set off any of its receivables from the Client against the Client's reciprocal receivable. The Parties exclude the application of Civil Code section 1987(2) to receivables from the Client and agree that even an uncertain and/or indeterminate receivable from the Client is eligible for set-off. If the Client owes multiple debts to the Advisor, then any receipts will always be used to settle first the debt chosen by the Advisor regardless of which debts the Client has or has not been reminded of.
- 5.8 In case of any doubts or comments concerning invoices, the Client must contact the Advisor by the end of the calendar month following the month in which the invoice was sent to the Client; otherwise, the Client is deemed not to have any comments on or objections to the invoices.
- 5.9 If, after the Advisor has duly performed all of its obligations arising from the Agreement, the Client asks the Advisor to provide additional Advisor services relating to the Advisor services provided under the Agreement and neither a written amendment to the Agreement nor any agreement in other form (e-mail, etc.) is made, the Advisor is entitled to a fee for the provision of those additional Advisor services calculated in accordance with clause 5.1 of the Terms and Conditions.

6 Indemnification for loss

- 6.1 The Advisor is obligated to indemnify the Client for material harm (loss) incurred in connection with the provision of services if caused by the Advisor.
- 6.2 If the Client is informed of a decision that might result in the Advisor's obligation to indemnify for loss under the Agreement, the Client must notify the Advisor of it no later than three (3) business days after the date on which the Client learns such information and provide the Advisor with full cooperation in preparing and bringing an appeal and/or taking any other similar step against that decision.
- 6.3 The Client is responsible for the accuracy, veracity, and completeness of all information that the Client delivers to the Advisor. Furthermore, the Client is responsible for all particular documents being valid and compliant with applicable law unless the Client expressly asks the Advisor to check them. If loss is incurred by the Client in the provision of services by the Advisor due to, even partially, inaccuracy, falsity, or incompleteness of information handed over by the Client to the Advisor, any loss will be assessed pursuant to Civil Code section 2918.
- 6.4 The Advisor is not liable for loss incurred by the Client in connection with the performance of services:
- (a) if the Client has departed from a procedure proposed by the Advisor in a written opinion;
 - (b) if the Advisor advised the Client of risks arising from different interpretation of law by courts of law, courts of arbitration, public authorities, or other bodies and the Client still proceeds in a way that was identified as risky by the Advisor;
 - (c) if it resulted from changes in legal regulations or generally accepted interpretation thereof which come into effect after the provision of services and the Client follows advice and recommendations given to the Client by the Advisor before those changes;
 - (d) if the loss resulted from steps taken on the basis of information contained in a Preliminary Result provided to the Client;
 - (e) if the Client did not perform the Client's obligation set forth in clause 6.2 of the Terms and Conditions in a due and timely manner, preventing the Advisor from bringing an appeal or taking another similar step against that decision in a timely manner;
 - (f) if the Client failed to allow the Advisor to prevent the occurrence or limit the extent of the loss;
 - (g) if the Client fails to take steps to prevent the occurrence of the loss or fails to prevent the aggravation of the loss in a manner appropriate to the circumstances;
 - (h) if the loss resulted from a failure to provide a required supporting document or piece of information or from such information or document being inaccurate, incomplete, or distorted or from the Client's failure to inform the Advisor of a change in such supporting documents or information in a timely manner;
 - (i) if the loss resulted from the disclosure of information provided by the Client where that disclosure is required by applicable law or by a court's or administrative authority's decision; or
 - (j) if the loss is due to technical causes beyond the Advisor's control, especially due to a power failure, internet connection failure, the failure or misuse of electronic communications networks that are not under the Advisor's direct control, due to a cause on the part of the data box operator, etc.

- 6.5 The Advisor will not be obligated to indemnify for any loss incurred by the Client in connection with the provision of services under the Agreement if the Advisor proves the existence of circumstances pursuant to clause 6.4 of the Terms and Conditions and/or the existence of circumstances excluding obligatory indemnification as defined in Civil Code section 2913. Circumstances excluding obligatory indemnification by the Advisor prevent the Client from claiming damages from the Advisor.
- 6.6 The Client and the Advisor agree, within the meaning of Civil Code section 2898, to limit the Advisor's obligation to indemnify for loss incurred by the Client in connection with the provision of Advisor services under the Agreement to the extent that the Advisor is only obligated to indemnify the Client for that loss to an amount equalling the total fee paid under the relevant Agreement. This does not apply to harm caused to the Client's natural rights or loss caused intentionally or due to gross negligence.
- 6.7 If a third party provides services to the Client in the same matter and the Parties have not agreed otherwise, the Advisor is only obligated to indemnify for such loss that the Advisor caused itself, to the extent of its share in the provided services; this is without prejudice to clause 6.6 of the Terms and Conditions. If the Client and a third party providing services to the Client in the same matter have stipulated a different extent of the obligation to indemnify for loss caused in the joint provision of services, that different stipulation affects only the obligation of that third party providing the services, not the Advisor's obligation. If the Client and a third party providing services to the Client have stipulated any limitation to the obligation to indemnify for loss caused by the provision of services, the Client is not entitled to claim full damages exceeding that limitation from the Advisor but is only entitled to claim pro rata damages corresponding to the Advisor's fault. If the Client and a third party providing services to the Client have stipulated any higher extent of the obligation to indemnify for loss caused by the provision of services, the Client is only entitled to claim damages from the Advisor to the extent stipulated between the Client and the Advisor, on a pro rata basis according to the Advisor's fault.

7 Special terms for the provision of Advisor services

- 7.1 The provision of Advisor services under the Agreement is always subject to special terms set forth in this clause 7 of the Terms and Conditions.
- 7.2 Unless the Client provides evidence to the contrary:
- (a) It is assumed that a company, its bodies, and responsible officers behave and act in compliance with all laws applicable in the Czech Republic and in compliance with assumed obligations.
 - (b) Responsible ownership and management of ownership rights is assumed.
 - (c) The estimated market value of a subject of valuation respects current general market conditions as of the valuation date and financial market parameters and reflects the company's financial position as of the valuation date.
 - (d) It is assumed that a company is a going concern.
- 7.3 The Advisor does not assume liability for changes in market conditions that might occur after the date on which the results of services are delivered to the Client.
- 7.4 By accepting the Terms and Conditions, the Client undertakes, within the meaning of Civil Code section 2890 et seq., to indemnify the Advisor for any loss (including the Advisor's legal expenses) incurred by the Advisor as a result of a final court decision or a final arbitration award issued on the

basis of an action or claim brought against the Advisor by a third party in connection with the provision of services to the Client under the Agreement and/or incurred by the Advisor as a result of conciliation or other settlement with a third party on condition that the Client gives prior written consent to the conciliation or other settlement with the third party.

- 7.5 The Client's obligation to indemnify the Advisor under clause 7.4 of the Terms and Conditions does not apply when the Advisor breaches its obligations under the Agreement or under applicable law in connection with the provision of services under the Agreement.
- 7.6 Immediately after a third party makes a claim against the Advisor which might result in the Client's obligation to indemnify the Advisor under clause 7.4 of the Terms and Conditions (the "**Third-Party Claim**"), the Advisor must give the Client written notice of the Third-Party Claim (the "**Third-Party Claim Notice**"). In the Third-Party Claim Notice, the Advisor must also propose a legal advisor that will represent the Advisor in relation to the Third-Party Claim and propose the amount of the legal advisor's fee. The choice of the Advisor's legal advisor in relation to the Third-Party Claim, including the amount of the legal advisor's fee, is subject to the Client's prior written approval. The Client is not entitled to unreasonably deny or withhold such an approval; otherwise, the Advisor may delegate necessary negotiations on and agree on the amount of fee with the legal advisor proposed by the Advisor without the Client's approval. The Advisor is obligated to use all available defences against the Third-Party Claim with due care.
- 7.7 If the Advisor undertakes to procure or arrange for the preparation of an expert opinion as defined in Act No. 254/2019 Sb., on expert witnesses, expert firms, and expert institutes, as amended (the "**Experts Act**") by a member of the Advisor's staff that is authorised to prepare an expert opinion under the Experts Act, the provisions of these Terms and Conditions will apply accordingly to all legal relations relating to such an expert opinion to the maximum extent permissible.

8 Other stipulations

- 8.1 If the Client grants the Advisor a power of attorney necessary for performing obligations under the Agreement, the Advisor may always delegate a right under the power of attorney on a member of the Advisor's staff chosen by the Advisor or a third party chosen by the Advisor unless a contrary intention appears in the Agreement or in the Client's written instruction.
- 8.2 The Client understands and acknowledges that the Advisor will refer to the Client in its marketing activities and presentation materials. The Client understands and acknowledges that if any of the business matters in which the Advisor provided services to the Client becomes public through the Client's actions, the Advisor is entitled to publicly acknowledge its work for the Client; in that case, however, the Advisor is not entitled to disclose any more details of the business matter than previously published.
- 8.3 The Client understands that the Advisor has taken all reasonable measures to prevent virus infection in connection with the sending of documents (including attachments) by e-mail. When sending documents by e-mail, the Advisor is not liable for the consequences of the delivery of documents (including attachments) to a person other than the addressee or for the deletion or non-delivery of documents (including attachments) due to a failure of electronic communication. The Advisor does not guarantee the security of electronic communication and assumes no liability for any loss or damage arising from the corruption of the recipient's software or electronic data due to the reception of the message.

- 8.4 The Client must notify the Advisor of any changes to addresses, phone numbers, or other facts relating to the Advisor's activities under the Agreement in good time, no later than fourteen (14) days after each such change.
- 8.5 Pursuant to section 89a of Act No 99/1963 Sb., Code of Civil Procedure, as amended, the Client, by entering into the Agreement with the Advisor, acknowledges and agrees with the Advisor that the court having territorial jurisdiction over any disputes arising out of the Agreement is the court having general jurisdiction over the Advisor.
- 8.6 Unless otherwise expressly stipulated between the Advisor and the Client, the Advisor provides services to the Client under the rules set forth in the Terms and Conditions even before the Agreement is made between the Advisor and the Client. The same applies if the Terms and Conditions are presented to the Client but the Agreement is not made between the Advisor and the Client for any reason and the Client continues to use the Advisor's services while no express agreement on different service terms and conditions is made between the Parties.

9 Final provisions

- 9.1 If the Agreement made between the Advisor and the Client contains a stipulation that contradicts any of the provisions in the Terms and Conditions, then the stipulation contained in the Agreement prevails.
- 9.2 The Parties agree that the following provisions of the Civil Code do not apply to relations under the Agreement: section 557, section 1799, section 1800, and section 1805(2).
- 9.3 The Client assumes the risk of change in circumstances within the meaning of Civil Code section 1765.
- 9.4 The Parties exclude the application of Civil Code section 1740(3), which provides that the Agreement is made even if there is not complete agreement of the Parties' manifestations of will.
- 9.5 Any right arising from the Agreement or from a breach thereof is time-barred under the statute of limitations after 2 (two) years from the date on which the right could have been exercised for the first time.
- 9.6 The Advisor may unilaterally change the Terms and Conditions to a reasonable extent. The Advisor must provide the Client with prior notice of proposed changes to the Terms and Conditions sent to the Client's e-mail or postal address at least fourteen (14) days before the effective date of those changes. If the Client disagrees with an intended change, the Client may terminate the Agreement by written notice until the proposed change becomes effective. In that case, the notice will take effect and the contractual relation under the Agreement will terminate as soon as the relevant change to the Terms and Conditions becomes effective.