

General Terms and Conditions for the Provision of Services

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1 Introduction

1.1 Terms

These terms and conditions of ACREDOS s.r.o., ID: 25607383, with registered office at Panská 895/6, Nové Město, 110 00 Prague 1, registered in the commercial register maintained by the Municipal Court in Prague, section C, file 54357 (hereinafter referred to as "**Processor**" or "**ACREDOS**") apply to the provision of services on the basis of a contract for the provision of services concluded in writing or otherwise (hereinafter referred to as the "**Terms or Conditions**"). These Terms form part of the contract or letter of agreement for the provision of services (the "**Service Agreement**"). In case of inconsistency between any provision of these Terms and Conditions and the Agreement on the provision of services, the regulation in the Agreement on the provision of services takes precedence.

1.2 Changes to the contract

Changes to the Service Agreement always require a written form.

1.3 Negotiating individual orders

In the event that a framework Service Agreement is in place, and if a specific written agreement on individual orders or types of ongoing orders has not been concluded, then any details (such as scope, price, or other relevant terms) agreed upon by email or another verifiable electronic platform will be binding.

2 Introductory provisions

2.1 GDPR and AML Act

These general terms and conditions regulate the basic legal relationship when providing accounting, payroll processing or tax advisory services to Clients for the in order to achieve compliance with Regulation of the European Parliament and of the Council (EU) 2016/679 dated 27 April 2016 on the protection of individuals with respect to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "**GDPR**") and arising from Act No. 253/2008 Coll., on Certain Measures Against the Legalization of Proceeds from Crime and the Financing of Terrorism, as amended (the "**AML Act**").

2.2 Other legal conditions

For the provision of service by an authorized person – a tax Advisor, the relevant provisions of Act No. 523/1992 Coll., on Tax Advisory and the Chamber of Tax Advisors of the Czech Republic, as amended (hereinafter referred to as the "**Act**"), the relevant provisions of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "**Civil Code**"), other legal regulations, contractual provisions between the Advisor or Processor and the Client and these general terms and conditions for the provision of services (the "**GTS**"), if they are part of the agreement between the Processor and the Client in accordance with Section 1751 of the Civil Code apply.

2.3 Difference between the Letter of Agreement and the General Terms and Conditions

Contractual provisions always take precedence over the provisions of the General Terms and Conditions.

3 Client identification

3.1 Submitting to identification

The Client is required to undergo identification in accordance with applicable regulations. For this purpose, the Client shall provide the relevant document to the Processor and either submit copies of the documents or permit them to be copied. The Client shall fully cooperate with the Processor in fulfilling its obligations under the AML Act, particularly in relation to Client verification as outlined in Section 9 of the AML Act."

3.2 Obtaining copies of documents

For the purposes of complying with the AML Act, the Processor shall create copies or extracts of the documents submitted by the Client and process the information obtained accordingly.

3.3 Method of identification

If required, the Processor shall verify the identity of each natural person representing the Client, who is a legal entity, in the physical presence of the individual being identified, unless otherwise agreed

3.4 Provision of information

The Client shall disclose to the Processor the sources of any funds not derived from the Client's regular business activities. In the case of a legal entity, the Client shall also provide the Processor with information regarding its beneficial owner.

3.5 Identification process

Upon identifying a Client, the Processor shall proceed as follows:

- 3.5.1** In the case of dealing with an individual in person, the Processor shall record and verify the identification data against an official identification document, if such data is provided therein. The Processor shall also record the type and number of the identification document, the issuing state or authority, and its validity period. Furthermore, the Processor shall verify that the photograph on the identification document matches the physical appearance of the individual.

3.5.2 In the case of a legal entity, the Processor shall record and verify the identification data based on an official document confirming the legal entity's existence. The Processor shall also identify, in the physical presence of the individual, the person authorized to act on behalf of the legal entity in the relevant matter. Where the statutory body, a member thereof, or a controlling person of the legal entity is another legal entity, the identification data of that entity shall also be recorded.

3.5.3 In the case of representation based on a power of attorney, the Processor shall identify the authorized representative in the physical presence of that individual, in accordance with the procedures set out in Sections 3.5.1 and 3.5.2 and shall verify the validity of the power of attorney through its submission.

3.6 Client obligation

For the duration of the legal obligation, the Client shall promptly notify the Processor of any changes that may impact the accuracy, validity, or completeness of the Client's identification data.

3.7 The Processor is entitled to withdraw from the Service Agreement letter in case

3.7.1 the Client refuses to undergo identification procedures, fails to present proof of authorization (e.g., a power of attorney), or if identification cannot be completed for any other reason,

3.7.2 the Client fails to provide the necessary cooperation required to fulfil the obligations under the AML Act, or if the objectives of the AML Act cannot be achieved for any other reason,

3.7.3 the Processor has reasonable grounds to doubt the accuracy of the information provided by the Client or the authenticity of the submitted documentation.

4 File management and protection of personal data

4.1 General provision

The Processor is entitled to keep a file record of the performance of service.

4.2 Clarification of file records

A file record means documents, records and data files that remain with the Processor for its use.

4.3 Compliance with personal data protection rules

When managing the file, the Processor shall proceed with professional care.

4.4 Activities with personal data of an individual

The Processor shall process the personal data of the Client, if he is a natural person,

- 4.4.1** For the purpose of processing tax claims and providing other services pursuant to the Service Agreement letter, the Processor shall process personal data for the duration of the service provision. Furthermore, such data shall be retained in the Processor's file records to protect its legal claims, based on its legitimate interest in defending its rights. This retention shall continue for the duration of the service and for a period not exceeding ten (10) years following its termination, taking into account statutory limitation periods under applicable tax laws, plus an additional one (1) year to account for potential delayed claims for damages by the Client. This extended period shall apply if the Client initiates a claim for damages resulting from the services provided by the Processor, whether directly with the Processor or through another authority or entity, or if the Processor has reasonable grounds to believe such a claim may be forthcoming.
- 4.4.2** For the purpose of fulfilling the Processor's statutory obligations, particularly under the AML Act, Act No. 563/1991 Coll., on Accounting (as amended), and Act No. 235/2004 Coll., on Value Added Tax (as amended), personal data shall be processed for the duration prescribed by the respective legal provisions, but not exceeding ten (10) years from the conclusion of the provision of services.
- 4.4.3** For the purpose of promoting additional services, based on the Processor's legitimate interest in marketing its own services, personal data may be processed during the term of service provision and for a maximum period of three (3) years thereafter, unless the Client withdraws consent at an earlier time.

4.5 Activities with personal data of legal entity

The Processor shall process the identification and contact details of the statutory representatives of the Client, if it is a legal entity, as well as the identification data, economic transaction data and other data necessary for the determination of the Client's tax liability relating to third parties whose data are contained in the documents for the provision of service provided by the Client (e.g. family members or employees of the Client),

- 4.5.1** For the purpose of processing tax claims and providing services based on the legitimate interest of protecting the Client's interests, for the duration of the contractual relationship;
- 4.5.2** The Processor shall retain records for the purpose of safeguarding its legal claims, based on its legitimate interest in the protection of its rights, for the duration of the service provision to the Client and thereafter for a maximum period of 10 years following termination. This retention period takes into account the applicable limitation periods under tax law and includes an additional one year to address any potential delayed claims for damages by the Client. This extended retention period shall commence if the Client initiates a claim for compensation related to damages caused by the Processor in the course of service provision, whether directly against the Processor or through any other authority or entity, or if the Processor has reasonable grounds to anticipate such a claim.

4.5.3 For the purpose of fulfilling the legal obligations of the Processor, on the basis of the obligations, in particular under the AML Act, Act No. 563/1991 Coll., on Accounting, as amended, Act No. 235/2004 Coll., on Value Added Tax, as amended, for the period provided for by these regulations, for a maximum period of 10 years from the end of the provision of the service;

4.5.4 For the purpose of offering additional services on the basis of a legitimate interest consisting of promotion of the Processor's own services, for the duration of the provision of the service to the Client and subsequently for a period of 3 years, unless the Client revokes such consent earlier.

4.6 Handling of personal data

Personal data processed by the Processor may be handed over to the Financial and Customs Administration, the Czech Social Security Administration, a health insurance company, the Czech Statistical Office and other entities, as instructed by the Client.

4.7 Obtaining information

The persons referred to in Articles 4.4 and 4.5 shall have the right to request access to their processed personal data, including the right to obtain information on regarding the processing activities, or a copy of the personal data concerning them. They also have the right to correct processed personal data that is relevant to them which are inaccurate or outdated, the right to object to the processing of their personal data where such processing is based on the Processor's legitimate interest or for the purpose of direct marketing, and the right to delete personal data relating to them, in particular where there is no legal basis for their processing. Additionally, they have the right to request the restriction of processing personal data, particularly in cases where rectification is requested or an objection to processing has been submitted. These rights may be exercised by contacting the Processor through the contact information specified in the Service Agreement letter."

4.8 Powers of the Client

The persons listed in Articles 4.4 and 4.5 also have the right to file a complaint with the Office for Personal Data Protection against the processing of personal data by the Processor.

4.9 Authorization of the Processor

The Client has the right to obtain the data which he/she provided to the Processor, and which is processed electronically, in a common, structured and machine-readable format; this right can be exercised in accordance with article 4.7.

If the Client provides the Processor with comprehensive and detailed instructions for the processing of tax claims or instructs the Processor to manage its payroll agenda or financial accounting, the Client shall entrust the Processor, in accordance with Article 28 (3) of the GDPR pursuant to the extent of its instructions and for the period of the provision of service, with the processing of the following personal data;

- 4.9.1** Identification data, economic transaction data and any other data necessary to determine the Client's tax liability, relating to individuals whose personal data is contained in the documents provided by the Client for (e.g. family members or employees of the Clients) for the purposes of processing tax claims.
- 4.9.2** Identification data, work performance data and other data necessary for the calculation of wages, determination of the amount of tax liability and statutory contributions related to the employees of the Client and their family members, for the purposes of payroll processing and payroll accounting management.
- 4.9.3** Identification data and economic transaction data in relation to employees and business partners of the Client for the purposes of managing the Client's accounting.

The processing of the above-mentioned personal data shall be carried out for the duration of the service provision. Articles 4.11 to 4.18 shall apply only where the Client entrusts the Processor with the processing of personal data pursuant to this Article 4.10.

4.10 Provision of personal data

The Processor is obliged to process personal data on behalf of the Client to the extent necessary for the provision of service and only on the basis of the Client's instructions given in the Service Agreement letter and these General Terms and Conditions. The Processor shall not, in particular, transfer personal data outside the European Economic Area or to any international organization without the prior instruction or consent of the Client, unless such transfer is required by applicable law binding on the Processor. In such cases, the Processor shall inform the Client of the legal requirement prior to the transfer, unless the relevant law prohibits such notification on important grounds of public interest.

4.11 Technical and organizational measures

The Processor adopts and maintains appropriate technical and organizational measures to safeguard personal data against unauthorized or accidental access, alteration, destruction, loss, unauthorized disclosure, unauthorised processing, or any other form of misuse of personal data.

4.12 Personal data breaches

In the event the Processor becomes aware of a personal security data breach involving data processed under this Service Agreement letter, he shall notify the Client without undue delay upon discovery of the breach. The Processor shall make a notification using the Clients contact details provided in the Service Agreement letter. Thereafter, and without undue delay, the Processor shall provide the Client with a detailed report describing the nature of the breach, including, where feasible, the categories and approximate number of data subjects affected, the categories and approximate number of personal data records involved, and an assessment of the likely consequences of the breach.

4.13 Commitment to confidentiality

"The Processor shall ensure that all individuals authorized to process personal data are subject to a contractual or statutory obligation of confidentiality."

4.14 Intention to involve other Processors

The Client agrees to the involvement of other Processors in the processing of personal data pursuant to this Article 4. The Processor is obliged to inform the Client in due time of the intention to involve another Processor in the processing of personal data pursuant to this Article 4, including the specific identification of this additional Processor, to allow the Client to raise an objection to the additional Processor.

4.15 Obligations of the Processor

If the Processor engages another Processor in the processing of personal data under this Article 4, that other Processor must contractually undertake the same obligations to protect personal data as agreed between the Client and the Processor in this Article 4, in particular the introduction of appropriate technical and organizational measures.

4.16 Audit of technical and organizational measures

The Processor shall allow the Client to perform an audit of the technical and organizational measures introduced by the Processor as regards to the protection of personal data upon a notification sent at least ten (10) business days in advance.

4.17 Mutual disclosure of information

The Contracting Parties agree to provide each other with all necessary information to demonstrate that the data protection obligations regarding data processed pursuant to this Article 4 have been fulfilled and all other necessary cooperation and supporting documents required for compliance with its obligations under this Article 4. Particularly when fulfilling the obligations arising for the Client to ensure the security of processing personal data, when performing audits, when assessing the impact on the protection of personal data, when consulting with the supervisory authority and when implementing data subjects' requests for enforcement of rights. The Processor's cooperation is chargeable as a service in accordance with the Service Agreement letter. When processing personal data, the Processor shall take into account the nature of the processing.

4.18 Termination of processing of personal data

Upon termination of the processing of data entrusted by the Client, the Processor shall retain the provided personal data as the administrator thereof for the purpose of protecting legal rights based on a legitimate interest in accordance with Article 4.4.

5 Providing

5.1 Services

We undertake to provide our services with the level of skill, diligence, and care that may reasonably be expected in the performance of such professional services. Our services are rendered exclusively for the contracting party named in the Service Agreement, or for individuals explicitly identified as recipients either within the Service Agreement or in our service output. The services are to be used solely for the purposes specified in the Service Agreement or stated in it or resulting from the output of the service.

The Consultant reserves the right to decline to provide services, particularly where such services would be contrary to good morals or are against the law.

We shall grant the Client access to review the services being provided. The Client is also entitled to receive explanations regarding the methodologies and procedures employed, a summary of actions undertaken, full information about the status of the proceedings in which we are representing on the Client's behalf, and copies of all relevant submissions.

5.2 Outputs

You are not authorized to partially make the outputs of the services available or to provide their results to a third party or to refer to the content of the output or our conclusions, except (i) in the cases specified in the Agreement for the provision of services or in these Terms, (ii) in the cases where we give prior written consent to do so, upon meeting the conditions that will be established or agreed upon, (iii) in cases where it is required by law or (iv) in cases of their reasonably justifiable disclosure/provision to your legal or other professional advisors or members of your or your corporate group, provided that such recipients are informed in advance that we accept no responsibility in connection with the services or their outputs, and that they are not authorized to further distribute or disclose the outputs.

5.3 Instructions

We are entitled to request your instructions regarding the provision of services at any time. Until the requested instructions are provided, we are entitled to suspend the provision of services. You agree that our liability to you for damages or non-pecuniary damage is excluded if we have acted in accordance with your instructions. In a justified case and if it is urgently necessary and, in your interest, and if it is not possible to obtain your consent and if it is not by you. Expressly prohibited, we may deviate from your order. However, we are always obliged to inform you about this step immediately.

The Client expressly agrees and requires ACREDOS to account for any invoice that it has at its disposal or that it has issued itself. In the case of invoices from ACREDOS, the invoices will be posted after the deadline specified in Article 7.5 below.

5.4 Limitations on Scope of Services

In providing our services, we (i) will not conduct audits or other verifications in accordance with applicable professional standards and (ii) will not focus on fraud detection.

5.5 Tax receipts and annual statement

The income tax withholding receipt is not part of the monthly fee. We provide annual tax clearance for the company and its employees as a separately billed service.

5.6 Oral advice and output proposals

You will rely only on our final written deliverables and not on our oral advice and information, interim deliverables, preliminary deliverables or draft deliverables.

5.7 Scope and limitations of the accounting service

We provide accounting services based solely on the basis of documents submitted by the Client. Our accounting services include only the actual posting of these documents and do not include preparation, summarization, analysis, forensic investigation or other activities that fall under the scope of compliance. The Client is responsible for attaching the appropriate file to the shared storage in accordance with the "Instructions for storing Accounting documents" document. Any time spent editing these files by ACREDOS will be billed in addition to the agreed flat rate. At the same time, if the Client provides documents in printed form, the time for scanning and shredding documents will be billed in addition to the agreed flat rate. The same procedure will be followed in the case if the documents are password-protected or otherwise slow down the ability to view the document.

5.8 Scope and limitations of other services

If you provide us with information in files other than Microsoft Office, password-protected files, printed files, or unstructured information in email, all time spent converting it to Microsoft Office documents will be invoiced in addition to the agreed flat rate or fixed price.

5.9 Implementation

We bear no responsibility for the practical implementation of our advice and professional opinions, unless they are carried out in accordance with them.

5.10 Monitoring

We will not update our advice and outputs with respect to changes in laws or other legal regulations or their interpretation that occur after the date the services are provided.

6 Your obligations

6.1 Information

You will promptly notify us (and upon our request, in writing) of (i) any changes to the information you have provided to us in relation to the Services and (ii) any risks known to you relating to performance under these Terms and the Service Agreement. You are responsible for the consequences of your failure of not notifying us of any relevant change's relevant changes or risks.

You will allow us access to all documents that are related to your business activity and have, or in our opinion may have, an effect on the fulfillment of the subject of the Service Agreement.

In order for us to properly provide you with our services, you ensure and are responsible for the fact that (i) all information that we receive from you or from a third party cooperating with you will be provided without delay or on a pre-agreed day of the month, year, etc., that (ii) the information will be correct (including factually), truthful and complete, that (iii) you are responsible for the factuality, correctness, truthfulness, timeliness and completeness of all documents, information and documents that you give us or with which you make us aware. We are not responsible or liable for any documents you provide to us.

(iv) all estimates made by you will be made competently and will be reasonable and that (v) you will ensure all necessary cooperation of your employees and other persons working for you.

Immediately after signing the Service Agreement, you are obliged to hand over or make available to us, according to our requirements, all documents, documents and information that have, should have, will have, could have, or may have any relation to the subject matter of the Service Agreement. In the event that discrepancies or incompleteness are detected in the documents, the Client is obliged to eliminate these deficiencies immediately, unless otherwise agreed. In case of significant deficiencies, we can draw up a report on the inspection of documents, in which we will list the identified deficiencies, proposals for their solution and, where applicable, also documents and orders for you, with a warning about those that are inappropriate or in violation of the applicable law, and the application of which you insisted. The Client undertakes to confirm the receipt of the report on its copy addressed to the tax advisor.

We will not verify any information provided to us in connection with the provision of the Services.

6.2 Routine processing of documents

You are responsible for the factual and formal correctness of the documents, i.e. for their completeness and correctness from the point of view of the legislation regulating in particular, accounting, value added tax, etc. For documents from which the content of the performance is not clear, you will state the exact content in writing together with your signature. We will also inform you of other deficiencies you have identified. You are obliged to eliminate these deficiencies, errors and inaccuracies in the submitted documents, to which we have pointed out, within a reasonable period of time, and to hand them over to us in time for re-checking.

On the documents, you indicate the relevant center, contract or other required breakdown (if billing in this detail is agreed upon). Otherwise, the time spent on finding this additional information will be considered overtime. You are responsible for avoiding duplication of submitted documents. If the documents are not submitted within the deadline specified in the Service Agreement, the Processor reserves the right to charge for the urgent delivery of the documents at the hourly rate for the Corporate Secretariat.

6.3 Confirmation of Submission

Upon our request, you are obliged to confirm the data in the prepared tax return, report or other submission either with your signature or the signature of an authorized employee or to confirm the data in another agreed way (email, etc.). By providing such confirmation you acknowledge that you have read and agree to the entire content of the relevant document. We are under no obligation --as an authorized representative, to submit the relevant document before the above-mentioned confirmation is received. This applies even in situations where the absence of your confirmation may risk in missing the relevant deadline, but only on the condition that we have notified you about the risk of missing the deadline.

6.4 Contact persons

Both parties will designate a contact person or persons responsible for certain or all matters related to the performance of the Service Agreement. Each party may unilaterally change its contact person or persons in the future.

7 Price, other costs and related matters

7.1 Payment for Services

You will pay the agreed price for the services provided. Any price estimates we make is non-binding. The travel time will be invoiced at 50% of the hourly rate of the relevant ACREDOS staff.

In the event that you submit the necessary documents and provide the necessary information within a short period of time before the agreed or legal deadline for any submission or similar action towards the public administration or a third party, or after this period you correct and/or provide evidence of the documents or information, or request changes to be made, we are entitled to charge an express surcharge of 20% of the total remuneration. We determine the length of the deadline in the previous sentence during the processing of the order.

The parties agree that the Consultant is entitled to adjust the rates annually as of 1 January following the publication of a new Hays report (see below). This adjustment is based on the Hays salary survey report. All prices will be indexed to the increase (compared to the previous year) in the average or "usual" salaries for the following positions: Junior Accountant/max.2 years of work experience, Accounting Manager and Tax Consultant/3 years of work experience (or similar positions)

7.2 Expenses

The contractually agreed fee does not include expenses purposefully incurred in the provision of our services or in connection with them, unless otherwise agreed. Expenses reasonably incurred include mainly administrative and other fees, travel expenses outside the municipality of the consultant's registered office in the amount of EUR 0.4/km, accommodation, expert opinions, translations and interpretations, etc. The Client undertakes to pay all reasonably incurred expenses.

In the event of non-compliance with the due date, the interest on late payment amounts to 0.1% of the unpaid amount per day.

7.3 Taxes

You will also pay all taxes (including value added tax, possibly withholding tax, etc.) that apply to the services provided. In the event of the application withholding tax or other similar taxes, you agree that the price for our services is increased so that, after deduction of such taxes, we always receive an amount equal to of the price before its increase according to this sentence.

7.4 Application of VAT

From the point of view of applying VAT, the provision of services is a continuous activity, while the activities specified in individual issued invoices represent partial performance of services. Each partial performance is considered to have taken place on the day the relevant invoice is issued. If you are based in another European state union other than the Czech Republic and you do not provide us with your VAT registration number, we will consider you a non-payer and the performance will be charged with Czech VAT. If you do not have a registered office, place of business or establishment, or place of residence or place where you usually stay in a member state of the European Union, the service provided will not be charged with Czech VAT.

7.5 Invoices and Payments

Our invoices are due 14 days after they are issued. Invoices will be issued in electronic form and sent to the e-mail address you provide. If you do not agree with the invoicing, you are obliged to inform us in writing of your disagreements, including a detailed justification, within five working days of receiving the invoice. Otherwise, invoicing is considered to be mutually agreed upon. If you do not pay the invoice on time, we are entitled to charge you late payment interest at the rate of 0.1% of the amount due for each day of delay, provided that the undisputed amounts remain due and will be paid by you on the due date of the invoice. If you are in arrears with the payment of any monetary obligation, we reserve the right to suspend the provision of services. During the period of suspension of services, the period of conclusion of the fixed-term contract changes, namely during the period of suspension of services. In the event that a contract is concluded for: Accounting, Processing of monthly VAT returns, Processing of corporate income tax returns or similar services, then the scope changes exclusively to: Accounting, with the sole provision of services in the scope of electronic file management and data storage. The minimum amount will be invoiced according to the relevant concluded contract, but in any case, at least EUR 200 without VAT. At the same time, if a contract has been concluded for: Accounting, the Client expressly agrees, after the expiry of the mentioned five-day period, that the ACREDOS invoice will be recorded in is accounting.

We reserve the right to charge an administrative surcharge for sending urgent invoices in the amount of EUR 40 per urgent invoice per week in the event of a delay in paying invoices. This does not affect other penalties for paying invoices after the due date.

8 Confidentiality of Information

8.1 Confidential Information

Both contracting parties agree to use the confidential information of the other party obtained only in relation to the services provided by us and not to make it available to third parties without prior written consent, except (i) cases where it is required by or on the basis of a legal regulation or (ii) disclosure of information to legal, accounting, tax and other advisors and representatives, insurers of the contracting party or the entity that resolves the dispute between us. In addition, we are entitled at any time, even without your consent, to provide confidential information to other companies of the ACREDOS group, our subcontractors and advisors who are directly or indirectly involved in the provision of services, if they are bound by the duty of confidentiality.

The confidentiality of information and its handling may further be specifically regulated by the relevant law or other legal regulation or the regulations of a professional organization of which we or our employees or associates are members.

The above does not apply to information (i) publicly available, or (ii) information received from other parties not subject to confidentiality obligations or (iii) information that was already known to the receiving party (iv) in relation to your direct and indirect partners (partner) or members of the supervisory board and similar relevant persons with an economic interest in your benefit.

8.2 References

We are entitled (even after termination of the Service Agreement) to refer to you and the services we have provided to you in our service offerings and information about our services. You consent to this use on the condition that your confidential information will not be disclosed.

8.3 Provision of services to other persons

You agree that we may provide services to your competitors or others whose interests may conflict with yours, provided that we do not disclose your confidential information in such services and that we act in accordance with our ethical principles.

8.4 Audit Services

In the event that one of the auditing companies of the ACREDOS group will provide audit services to you or to a person connected or related to you, we may be limited in the scope of the provision of consulting services under the Service Agreement concluded between us due to the rules on audit independence. You agree that in such case this is not a breach of the Service Agreement on our part.

8.5 Communication

Mutual communication will take place in person, in writing by post/courier, by telephone, using means of electronic communication including a data box, or in the form of sharing via a designated and agreed upon platform. If you provide us with a telephone connection, e-mail address, platform for sharing information, you agree to use these means in mutual communication and consider this method of transmitting information to be sufficiently secure and confidential with regard to the protection of your interests, unless you explicitly tell us otherwise in a specific case.

9 Intellectual Property Rights

9.1 Intellectual Property Rights

All intellectual property rights in the Outputs and any materials created in the performance of the Services Agreement will be owned by us and you will have a non-exclusive, non-transferable license to use the Outputs for your own internal purposes. If the price of the license is not stated separately in the Service Agreement, it is part of our remuneration.

10 Responsibility

10.1 Our responsibility

In connection with the provision of services under the Service Agreement, we will not bear any responsibility towards another person, unless otherwise expressly agreed in writing. We are required to be insured against liability for damage that could arise in connection with our business.

10.2 Compensation for damage

You agree that the total amount of our compensation for damage (including interest) caused to you in connection with the provision of services related to the project, as a result which the damage occurred, will be contractually limited to an amount equal to 150% of the remuneration received by ACREDOS as agreed in the Service Agreement. This limitation does not apply in cases where it is not permitted by law.

The contracting parties agreed that, according to section 89a of Act No. 99/1963 Coll. The Code of Civil Procedure, as amended, they agree, in case of possible future disputes arising from this business relationship, that the locally competent court in the case of the general court: District Court for Prague 5, in the case of the Regional Court: Regional Court in Prague.

10.3 Limitation Period

The right to claim compensation for damages in connection with the Service Agreement expires 1 year from the date on which this right could be exercised for the first time.

10.4 Special types of losses

You agree that we shall not be liable for (i) loss or corruption of data, (ii) lost profits, loss of goodwill, business opportunity or anticipated savings or benefits, or (iii) indirect or consequential damages and losses in connection with the provision of the Service.

10.5 Exclusions

You will reimburse us against any damages (including attorneys' fees) incurred by us in connection with any third-party claim in relation to our services provided under the Services Agreement.

We are not responsible for (i) the authenticity and content accuracy of the documents and information that you have provided or concealed to us, including hidden inaccuracies or incompleteness of documents and documents, and (ii) for damage caused by your delay in providing us with the documents and information.

We are not responsible or liable for the legality of your practices and business activities.

We are not responsible or liable for the timeliness and correctness of the payment of your taxes, levies and similar payments, unless otherwise agreed in writing.

We are not obliged to pay for any damage or any harm or other consequences arising from or otherwise arising as a result of or in connection with (i) failure to fulfill an obligation, (ii) the fact that we warn you of risks arising from different interpretations of legal regulations, or to other risks resulting from the chosen procedure, and you will still proceed in a way that has been identified as risky and (iii) with the case where you alter the result of our activity or otherwise interfere with it, or you deal with it in a way other than the one agreed upon or exchanged by us and (iv) with a situation where you do not constantly make the best efforts to prevent the occurrence of damages.

10.6 Cooperation in case of potential damage

If there are reasonable concerns that damage may occur as a result of the services provided, we are obliged to take steps and actions to prevent or reduce damage. At the same time, you are obliged to notify us of these facts immediately after discovering them and to provide us with the necessary cooperation, especially all related documents and information.

If the reason for the damage arising from the findings of a state authority is questionable, you are obliged to allow us to pursue all permissible remedies and also to seek legal protection from the court by all permissible means, or to effectively participate in these means. We are not obliged to pay damages if you did not allow us to take the appropriate steps, took actions in the process independently without consulting us, waived the possibility of using remedies, refused or by inaction prevented a judicial review of the decision, terminated our power of attorney, or took another action that will make it more difficult for us, limit or exclude the possibility of reaching a more favorable conclusion of the proceedings. In the event of your delay in the relevant steps mentioned above, this provision will be applied accordingly.

10.7 Due date of damages

Compensation for damage is payable by us through our insurance company. If the insurance company refuses to comply on the grounds that we are not obliged to cover the damage, the court will decide on possible compensation for the damage. If the insurance company does not perform for other reasons, the relations of the contracting parties are governed by the relevant legal regulations.

11 ACREDOS group companies, employees and subcontractors

11.1 Subcontractors

We are entitled to use other companies of the ACREDOS group or other third parties (subcontractors) to provide services. We will continue to bear all responsibility for the services provided in this way, unless we agree otherwise in writing.

11.2 Limitation of Claims

A claim can be made against ACREDOS in relation to the services provided. No claim (including a claim for damages) may be made against (i) another company of the ACREDOS group or against (ii) associates, members, employees of ACREDOS or another company of the ACREDOS group or against (iii) our subcontractors, unless we agree otherwise in writing on point.

12 Materials

12.1 Retention of Materials

We are entitled to retain all materials material to the Services provided, including any materials provided by you or on your behalf. This does not affect the requirements for keeping documents according to relevant legal regulations (e.g. file of a tax advisor, etc.)

12.2 Release of Materials

We are not obliged to release any materials, including working documents, unless we undertake to do so in writing.

13 Effectiveness and termination of the Service Agreement

13.1 Effectiveness of the Agreement

The Service Agreement shall enter into force (i) on the date of its conclusion, (ii) on a later date specified in it or (iii) on the beginning of the provision of services, if it precedes the date specified under point (i) or (ii) above

13.2 Immediate termination of the contract

Both parties are entitled to terminate the Service Agreement with immediate effect by written notice, if (i) the other party meets the conditions of bankruptcy or threatened bankruptcy according to the relevant legal regulations of the Czech Republic or similar foreign regulations, or bankruptcy has been decided by a competent court or insolvency proceedings have been initiated against to the other party (with the exception of clearly harassing proposals for the initiation of insolvency proceedings) or (ii) performance under the Service Agreement (including the price agreement) would be in violation of legal regulations. ACREDOS is entitled to terminate the Service Agreement with immediate effect if the Client (excluding the situation of suspension of services according to article 7.5) fails to pay the amount specified in the price for services without a serious reason and is more than 30 days past due with this payment. The right of ACREDOS to suspend services according to article 7.5 is not affected by this.

13.3 Withdrawal and Termination

Both parties are entitled to terminate the Agreement for the provision of services at any time and without giving a reason (except in the case of suspension of services according to Article 7.5) by giving written notice with a one-month notice period, which begins on the 1st day of the following month from the delivery of the notice to the other contracting party in any form (in particular, e-mail, data box message, letter, etc...).

In the event that the Service Agreement is terminated as a result of withdrawal in accordance with the law, then the effects of withdrawal occur on the date of delivery of the notice of withdrawal to the other party.

13.4 Price payable upon any termination of the contract

You will pay us the price for all services provided up to the date of withdrawal or other termination of the Service Agreement, as well as all fees and expenses incurred by us in connection with the Service Agreement and withdrawal from it or its other termination. If the price for a particular service is agreed as a fixed amount, you will pay the price for the services provided based on the time spent according to our current rates up to the amount of the fixed price. Any part of the price dependent on the result will be paid according to the terms contained in the Service Agreement. In the event that the payment of the price depending on the result is not legally possible or the method of determining the price is not agreed, you will pay the price based on the time spent and our current hourly rates. We have the right to demand payment of all our claims before returning all documents you have given us for the provision of our services.

13.5 Retention of accounting data after termination of the contract

The Client is entitled to download all accounting data from the secure storage no later than the date of termination of the accounting contract. The Client is obliged to inform ACREDOS that it has taken over all data no later than on the date of termination of the Accounting Agreement. In the event that the Client does not take possession of the data, the Client expressly agrees to be charged a fee of EUR 160 per month, excluding VAT, for the storage and management of the data in the secure storage until such time as the data is taken possession of. In the event of failure to pay this fee, ACREDOS has the right to delete them and withdraw from this contract ex tunc.

14 General Provisions

14.1 Force majeure

Neither party shall be liable for breach of its obligations due to force majeure.

14.2 Disclaimer

We are only liable for breach of any obligation in connection with the Service Agreement if the breach of such obligation was caused solely by our intentional or negligent actions or omission; Article 10 are not affected by this.

14.3 Joint and several liability

If you are part of a business group in relation to the Service Agreement, the actions or omissions of any person belonging to such group will also be considered your actions or omissions.

14.4 Survival

Provisions of these Terms or the Service Agreement that are expressly or by implication intended to survive termination of the Service Agreement will survive and continue to bind both parties. This applies in particular to provisions on liability for damages, confidentiality of information, statutes of limitations or limitations on claims.

14.5 News

During the provision of the services and after its termination, we may send you and your employees and associates' information about current issues that may be of interest to you. Such information cannot be considered as our professional opinions or outputs of our services based on the Service Agreement.

14.6 Offer of employment

During the period of validity of the Service Agreement and within 6 months from its termination or the termination of the services provided, both contractual parties undertake not to make an offer for/or enter into an employment or similar relationship with employees or cooperating persons involved in the provision or acceptance of services without the prior consent of the other party. This applies similarly to related persons of the contracting parties or its employees or cooperating persons. The contractual penalty in case of breach of the obligation in the previous sentence is EUR 80,000, unless the parties agree otherwise.

15 Interpretation

15.1 Definitions

The following words and expressions have the meanings defined below:

- 15.1.1** ACREDOS group company – any legal entity or company within the ACREDOS network;
- 15.1.2** services – services defined in the Service Agreement or subsequent amendments or otherwise agreed services;
- 15.1.3** deliverables – any documents (in whatever form) that we provide to you as a result of or created by the Services or otherwise related to the provision of the Services;
- 15.1.4** we, our – refers to ACREDOS s.r.o.;
- 15.1.5** you, your – the party or parties to the service agreement (excluding us);
- 15.1.6** Client – the person identified as "Client" in the Service Agreement.

15.2 Headings

The headings of articles and paragraphs in these Terms and Conditions are intended exclusively for easier orientation in the text and cannot be used for the interpretation of individual provisions of these Terms and Conditions.