

General Business Conditions of Aricoma Digital s.r.o. for Business, Service and Warranty

se sídlem Vinohradská 1511/230, Strašnice Praha 10, PSČ 100 00, IČO: 47117087, zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 12440

1. Introductory provisions

- 1.1 Aricoma Digital s.r.o. with its principal office at Vinohradská 1511/230, Strašnice, Prague 10, Postal Code 100 00, ID: 47117087, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 12440 (hereinafter referred to as „Aricoma Digital“) issues these General Terms and Conditions of Business (hereinafter referred to as „GTC“) regulating relations in the supply of goods and services, which are binding for all business relations between Aricoma Digital and the other contracting party (hereinafter referred to as „Partner“)
- 1.2 By placing an order, the Partner accepts an order from Aricoma Digital or otherwise establishing a legal relationship between Aricoma Digital and the Partner (including entering into a written agreement), confirms that they have read these entire GTC and that they expressly agree to them in the version in force and effect at the time of entering into the agreement (the legal relationship established in accordance with the conduct of the contracting parties and these GTC hereinafter referred to as the „Agreement“).
- 1.3 Special provisions contained in the order or written Agreement different from the provisions of these GTC shall prevail, in case of conflict, over the provisions of the GTC. To avoid doubt, pre-agreement negotiated terms and conditions shall not prevail over these GTC, unless they are contained in the order or the written agreement.
- 1.4 In accordance with Section 1752 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the „CC“), Aricoma Digital is authorized to unilaterally amend these GTC to the appropriate extent. The Partner shall be informed of the amendment of these GTC by e-mail or by post along with the current version thereof. The Partner is authorized to refuse the change in the GTC and, along with the refusal, to terminate the legal relationship between Aricoma Digital and the Partner with a notice period of one (1) month from the delivery of the Partner's notice to Aricoma Digital.
- 1.5 Where the Supplier is referred to in these GTC, it means the party to the Agreement who is obliged to supply the goods or services to the other party under the Agreement. Customer means the contracting party to whom the Supplier supplies goods or services and who is obliged to pay the agreed price for such performance.

2. Conclusion of the Agreement

- 2.1 The contracting parties are authorized to issue and confirm orders in electronic and written form. The contracting parties may regulate their mutual rights and responsibilities in a written Agreement. An order, order acceptance or written Agreement must always be delivered to the other contracting party in writing or electronically.
- 2.2 The order becomes binding upon its acceptance by the other contracting party. Both Aricoma Digital and the Partner agree that a simple electronic signature of a representative of the contracting party containing the name and surname of the sender and his/her function and the name of the contracting party is sufficient for a proper and binding expression of intent, necessary for the sending and acceptance of the order, as well as for the identification of the acting contracting party.
- 2.3 The Agreement between Aricoma Digital and the Partner is concluded at the time of:
 - a) Acceptance of the Partner's order by Aricoma Digital
 - b) Partner's acceptance of Aricoma Digital's order;
 - c) Specified in the written Agreement between Aricoma Digital and the Partner.
- 2.4 The Agreement is also concluded in other cases, if it results from the conduct and will of the contracting parties (e.g. the moment of actual performance).
- 2.5 Partial acceptance of the order may also occur upon agreement of the contracting parties. In this case, the Agreement is concluded for the part that has been accepted.

3. Basic conditions

- 3.1 By the Agreement, the contracting parties are obliged to fulfil rights and responsibilities arising from such legal relationship (to the extent appropriate to the respective party's position in the Agreement), in particular to deliver the goods or services, to accept them and to pay the relevant price.
- 3.2 If no place of performance is specified, performance is to take place at the principal office of Aricoma Digital or at the principal office of the Partner.
- 3.3 The contracting parties are obliged to provide each other with proper and timely cooperation, information and documents for the purpose of fulfilling the subject of the Agreement. The Customer shall, if necessary for the performance of the Agreement, allow the Supplier to access the Customer's workplace and information systems.
- 3.4 Performance under the Agreement may be provided in Time&Material (T&M) mode, where the Supplier provides services to the Customer according to the Customer's needs and instructions at an agreed rate per unit of time, or in Fix Time Fix Price (FTFP) mode, where the subject matter of performance is defined and the term and fixed price of such performance is set.



- 3.5 Unless otherwise specified, the Supplier may not perform through third parties without the Customer's consent. The Supplier is obliged to inform the other party in advance of the requirement for performance by third parties. The Customer shall not be obliged to approve such a request to the Supplier. The Supplier shall not be relieved of liability for the performance delivered by third parties. The Supplier shall be liable for a breach of the Agreement by a third party in the same way as if the Supplier had breached the Agreement themselves.

4. Handover and acceptance of performance

- 4.1 The Supplier is obliged in the FTFP performance mode to deliver the subject of performance, i.e. to deliver goods or provide services, to the Customer within the set deadline. If no time of performance is specified, the delivery of the goods shall be for the period necessary for the proper performance of the subject matter of the Agreement. Under the T&M performance mode, the Supplier shall provide services according to the Client's needs and instructions and deliver the outputs of the services provided within the time limits set by the Client.
- 4.2 The Customer is obliged to take over the subject of performance and to immediately inspect the subject of performance. The Customer shall be authorized to refuse to accept the performance in the event of significant qualitative or quantitative deficiencies in the performance.
- 4.3 The Customer shall confirm the acceptance of the subject of performance to the Supplier on a delivery note, acceptance protocol, statement of works/services or a similar document submitted by the Supplier (hereinafter collectively these documents referred to as the „Handover Protocol“) for confirmation. The Customer shall have the right to reject the Handover Protocol and to call for rectification if the Handover Protocol does not correspond to the reality (e.g. more hours worked in T&M mode that have been reported), and if the Supplier's performance suffers from a material, legal or factual defect or if there is any other serious misconduct in the Supplier's performance.
- 4.4 In the case of insignificant defects and incompleteness of the subject of performance, the Customer shall confirm the Handover Protocol and include in the Handover Protocol all insignificant defects and incompleteness to be corrected. The Supplier is obliged to rectify these defects within a time limit set by the Client no later than 14 days from the date of signature of the Handover Protocol by the Client, unless otherwise specified.
- 4.5 Upon confirmation of the Handover Protocol by the Customer, the provided performance shall be deemed to have been accepted.
- 4.6 The risk of damage to the subject of performance is passed on to the Customer at the moment of its acceptance.

5. Payment Terms

- 5.1 The Customer shall pay the price for the Supplier's performance on the basis of a tax document with all the details specified by law and required in the Agreement (hereinafter referred to as „Invoice“). The Supplier is authorized to issue the Invoice after acceptance of the performance provided. The Invoice shall be accompanied by a Handover Protocol.
- 5.2 The Invoice will be due 30 days from the date of issue. If all non-substantial defects and deficiencies specified in the Handover Protocol have not been properly remedied, the Invoice due date shall be further postponed until the last non-substantial defect or deficiency has been settled. If the Supplier's invoice does not meet all the requirements of a tax document within the meaning of the Czech legislation, the Customer may return the Invoice to the Supplier. Upon delivery of the corrected invoice, a new due date shall commence.
- 5.3 The contracting parties are authorized to issue proforma invoices in the extent and at the times agreed in the relevant Agreement.

6. Rights of Use

- 6.1 Copyrights, as well as other intellectual property rights related to the subject of performance, including design documentation, manuals and other documents closely related to the subject of performance, shall remain vested in the respective entities as well as their holders and shall not be affected by this Agreement. Unless otherwise agreed, the Supplier grants to the Customer at the time of handover (date of the Handover Protocol) a non-exclusive right to use the subject matter of the performance to the extent necessary to fulfil the purpose of the Agreement („Licence“).
- 6.2 The Licence always includes the Customer's right to use the copyright work in all the ways specified in Section 12 of the Copyright Act No. 121/2000 Coll., on Copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), including the right to modify, publish or combine the work with other works. For this purpose, the Supplier shall hand over the copyright work to the Customer on the basis of the Handover Protocol; unless otherwise specified, this obligation shall also apply to the copyright work - source codes.
- 6.3 The price for the Licence is always included in the price for the Supplier's performance.

7. Defects and Warranty

- 7.1 If the accepted goods or services contain hidden defects, the Customer is authorized to the rights from defective performance within the meaning of the relevant provisions of the Civil Code for a period of two years from the date of acceptance (date of the Handover Protocol). Defective performance rights do not exclude the right to compensation for damages.
- 7.2 The Supplier shall provide a warranty for the quality of the goods or services supplied for a period of twelve (12) months from the date of acceptance of the goods or services supplied. If the defect can be remedied, the Customer may, within the scope of the warranty, require the repair or completion of what is missing or a reasonable reduction in the price.



- 7.3 The Supplier shall be obliged to settle the notified defect within 15 days from the date of notification of such defect by the Customer in the manner determined by the Customer for settlement of such defect in accordance with legal regulations.

8. Confidentiality of information

- 8.1 The contracting parties are obliged to maintain confidentiality of the other contracting party's confidential information. Unless the contracting parties expressly agree otherwise, all information that is or could be part of a business secret, in particular price lists, descriptions or parts of descriptions of technological processes and know-how, information on operating methods, procedures and workflows, business or marketing plans, concepts and strategies or parts thereof, offers, contracts, agreements or other arrangements with third parties, information on economic results, relationships with business partners, employment matters and any other information whose disclosure by the receiving party could cause damage to the transferring party, and, last but not least, the output of the provision of the Services which is in the nature of a copyrightable work or part thereof or in the nature of an intangible rights (hereinafter referred to as „Confidential information“)
- 8.2 All Confidential information shall remain the exclusive property of the disclosing party and the receiving party shall use the same efforts to maintain its confidentiality and protect it as if it were its own Confidential information. The contracting parties are obliged not to make copies of each other's Confidential information for any purpose other than the performance of the Agreement, nor to transmit it to any third party unless such transmission is approved by the providing contracting party. Both parties are also obliged not to use the Confidential Information of the other party other than for the purpose of performance of the Agreement.
- 8.3 Notwithstanding the aforementioned provisions, the following information shall not be considered as Confidential information,
- Which were generally known at the time they were provided;
 - Which have become or will become generally known or available otherwise than through a breach of the Supplier's obligations
 - Which have been disclosed pursuant to an obligation imposed by generally binding legislation or by a final court decision or a final decision of the public authorities;
 - To whose publication has been given the consent by the Client.
- 8.4 The obligation of confidentiality for all Confidential information provided under the Agreement shall continue for 5 years after the termination of this Agreement. This provision shall not be affected by the termination or expiry of the Agreement. The Supplier is obliged to return to the Customer at the Customer's request and without delay all materials containing Confidential information, including any copies, or confirm in writing with a certified signature that such materials or copies have been destroyed, unless the parties agree differently.

9. Penalties

- 9.1 In the event of non-compliance with the invoice due date, the Customer shall pay a contractual penalty of 0.01% of the invoiced amount for each day of delay until full payment to the Supplier.
- 9.2 In the event of delay by the Supplier in delivering the subject of performance, the Supplier shall pay the Customer a contractual penalty of 0.01% of the value of the performance of the Agreement for each day of delay until the delivery of the subject of performance.
- 9.3 In the event that the Supplier fails to remedy non-substantial defects and deficiencies in its performance within the time specified in paragraph 4.4, the Supplier shall pay the Customer a contractual penalty of CZK 1,000 for each day of delay.
- 9.4 In the event that the Supplier fails to settle the defect in its performance within the time specified in paragraph 7.3, the Supplier shall pay the Customer a contractual penalty of CZK 1,000 for each day of delay.
- 9.5 For a proven breach of the obligation to maintain the confidentiality of the Confidential information, the affected party shall be authorized to claim a contractual penalty in the amount of CZK 1,000,000.
- 9.6 Contractual penalties shall be payable within thirty (30) days from the date of delivery of written notice of the entitlement to the contractual penalty and the obligation to pay it to the party concerned.
- 9.7 The rights of the authorized contracting party under Section 1970 of the Civil Code are not affected by the agreed contractual penalty. The application of the provisions of Section 2050 of the Civil Code is excluded.

10. Termination of the Agreement

- 10.1 The Agreement may be terminated early:
- By agreement of the contracting parties;
 - By termination of the agreement by either contracting party for any reason whatsoever, with the notice period starting from the month following the month in which the notice was delivered to the other party and amounting to two (2) months (the contracting parties exclude the application of Section 1999 of the Civil Code);
 - By the immediate withdrawal from the Agreement.
- 10.2 A contracting party shall be authorized to withdraw from the Agreement immediately, effective upon delivery of the withdrawal to the other contracting party, in the event of:
- A serious breach of obligations under the Agreement or a breach of confidentiality;



- b) Repeated breaches of responsibilities under the Agreement which have been brought to the attention of the breaching party in writing with a specified period of time for remedy and which the breaching party has failed to remedy even after the specified period of time for remedy;
 - c) Force majeure on the part of the Supplier lasting more than 30 days;
 - d) In the event of liquidation, declaration of bankruptcy or insolvency of one of the contracting parties pursuant to the Insolvency Act No. 182/2006 Coll.
- 10.3 In the event of early termination of the Agreement, the Customer is obliged to pay a pro rata part of the agreed price for the duly and timely delivered goods or completed outputs of the provided services in accordance with the Agreement.
- 10.4 In the event of early termination of the Agreement, the Supplier is obliged to hand over all materials related to the implementation of the subject of performance of the Agreement, including work in progress and already completed parts of the work and documentation related to the subject of performance.
- 10.5 The termination of the Agreement shall not affect the validity of the provisions on protection of copyright and proprietary rights, protection of confidential information, damages and contracting penalties.

11. Other provisions

- 11.1 Force majeure. Neither party shall be liable for the performance of its obligations under this Agreement or for damages if such failure to perform or damages are caused by a force majeure event. Force majeure shall be deemed to be cases provided for by generally applicable law arising at the time of provision, such as fire, natural disasters, epidemics, quarantine restrictions, embargoes, etc.
- 11.2 Delay. Neither party shall be in delay with the performance of its obligations if such a delay is directly caused by a delay in the performance of the other party's responsibilities.
- 11.3 References. The contracting parties agree to the use of the name and subject matter of the Agreement in connection with the name of the other contracting party in the list of references of completed projects and in marketing materials of that party.

12. Compliance clauses

- 12.1 The Partner will comply with the following (and will ensure that all of its officers, employees and agents do so as well):
- a) Will not pay bribes to any person;
 - b) Will not accept bribes from any person;
 - c) Will not offer, solicit, broker or otherwise dispose of any bribe;
 - d) Will not procure or use any other person to do any of the acts referred to in points a) to c) above;
 - e) Will at all times comply with the Aricoma Digital Corruption and Bribery Prevention and Corporate Responsibility Policy (available on request), as amended from time to time;
 - f) Will at all times comply with all applicable laws and regulations, both statutory and regulatory, relating to the prevention of corruption and bribery, in particular the Bribery Act 2010 (United Kingdom) and the Foreign Corrupt Practices Act 1977 (United States of America);
 - g) Maintain in force such procedures for the prevention of corruption and bribery as will prevent any bribery or corrupt practices and/or influence peddling that may potentially occur in connection with this Agreement; and
 - h) Notify Aricoma Digital immediately if they suspect or fear that bribery is taking place in connection with Aricoma Digital's business or become aware of any such conduct. Such notification may be made by e-mail to compliance@aricoma.com.
- 12.2 The Partner shall ensure that any persons who they work with and who provide services or goods in connection with this Agreement shall provide those services or goods only pursuant to a written agreement that imposes on each of the relevant persons terms and conditions equivalent to those imposed on the Partner by this Article entitled „Prevention of Bribery and Corruption” (hereinafter referred to as „Relevant Terms”). The Partner shall be responsible for the compliance and performance of such persons with the Applicable Terms and shall be directly liable to KKCG (or Aricoma Digital) for any breach of the Applicable Terms by such persons.
- 12.3 Violation of the article entitled „Prevention of Bribery and Corruption” shall be deemed a material breach of this Agreement. Violation of this provision shall authorize Aricoma Digital to terminate this Agreement without notice or upon 30 days' notice (at its sole discretion).
- 12.4 To avoid any doubts, Aricoma Digital reserves the right to disclose any information regarding violations of this policy (or any part thereof) to law enforcement authorities, regulatory authorities, other investigative authorities or other third parties, reserves the right to institute civil proceedings to recover damages caused to it as a result of violations of this Policy, and further reserves the right to institute criminal proceedings against any person who violates this provision.

13. Final provisions

- 13.1 If an article of the GTC becomes invalid or ineffective, it is fully separable from the other articles of that document and therefore the other articles of the GTC remain in full force and effect.
- 13.2 These GTC replace version 1.1 and become effective in version 1.2 on 1.9.2023.

In Prague, date: 1.9.2023, Ing. Tomáš Rutrlé, MBA, Managing Director

