# lundegaard

### Terms and conditions of Lundegaard a.s.

#### Article 1 Introductory Provisions

- Lundegaard a.s. (hereinafter referred to as the "Company") issues the following Terms and Conditions (hereinafter referred to as the "T&C"), which will determine part of the content of the contracts, rationalize the process of negotiating contracts of certain contract types in a formalized manner, with certain content, and unify the legal regime of such contracts, under Section 1751 of Act No. 89/2012 Coll., the Czech Civil Code, as amended.
- The T&C contains both direct provisions, which define part of the actual contract content, and indirect provisions, which become part of the contract by reference.
- 3. Deviating provisions in the contract shall prevail over the Terms of these T&C.
- 4. These T&C are intended primarily for the negotiation of standard contracts:
  - a) Contract for the execution of work on commission, where the total price does not exceed CZK 250,000
  - b) Contract for the provision of services, unless governed by separate General Terms and Conditions
  - c) Contract for the delivery of work results
  - d) Contract for the provision of hardware and/or software infrastructure or other technical resources
- 5. The application of any other T&C is excluded, except to the extent expressly agreed in writing by the Client and the Company.
- 6. The contract with T&C constitutes a single entity and agreement between the Contracting Parties supersedes all previous contracts, agreements, and orders, as well as oral and written agreements between the Contracting Parties relating to the subject matter of the contract.

#### Article 2 Contracting Parties

The proposer submits a contract proposal to the customer (hereinafter referred to as the "Client"), the content of which is partially replaced by these T&C

The Client is a natural or legal person to whom the Company provides Performance under the concluded contract in accordance with these T&C.

#### Article 3 Acceptance and inclusion of the T&C

- The T&C shall become part of the contract and must be accepted if both parties agree to it. The same applies to subsequent amendments.
- 2. Adopting the T&Cs is in effect by including the T&Cs in the contract, to which they are

either attached as an annex or referred to in the contract. If the T&Cs are referred to in the contract, The Client must be made aware of them.

 When concluding the contract (order confirmation) by electronic means, the attachment of the T&C is attached by an explicit hyperlink provided that the content of this hyperlink can be stored

#### Article 4 Definition of Terms

Capitalized Terms as used herein shall have the following meaning for the purposes hereof::

- 1. The T&C (Terms and Conditions) define part of the commercial relationship between the Company and the Client, under which the Company provides performance to the Client. By signing the contract, the Client confirms that they have read and agreed to the T&C and that any aspects of the contractual relationship not explicitly defined in the contract itself will be governed by these T&C.
- The Contract is a document or a set of 2 documents defining the contractual relationship between the Company and the Client, a part of which is determined by these T&C and which incorporates these T&C. The Contract may be concluded either by signing the document or a set of documents by both Contracting Parties, with signatures on a single document, or the Contract may consist of an offer and its acceptance. The offer may be either the Company's offer or the Client's order. In this case, the signatures of the Contracting Parties do not need to be on a single document
- 3. The appendix to the contract forms an integral part of the Contract. It is referred to within the content of the Contract, with the understanding that it is attached to the Contract and becomes an inseparable part of it. The appendix may include not only contractual Terms but also, in particular, price lists, powers of attorney, technical and other documentation, access credentials, passwords, etc. In terms of how it becomes part of the Contract, the same rules apply to the appendix as to the T&C.
- 4. Binding unilateral declarations made by one of the Contracting Parties before the formation of the Contract shall be part of the Contract, whether or not they are referred to in the Contract.
- 5. Performance refers both to the conduct of the Company aimed at fulfilling their obligations under the contractual relationship with the Client and to the financial value that the Client receives from the Company. The financial value that the Performance represents can be provided either at once, at a specific defined moment (payment of remuneration), or it may take

the form of ongoing or recurring Performance. Performance includes, in particular, the creation of work, the provision of services, the delivery of results of work, the provision of rights, or other forms of Performance.

- 6. **Work** refers to the creation of a specific item that does not fall under a purchase contract, as well as the maintenance, repair, or modification of an item, or an activity with a different outcome.
- 7. **Service** means the qualified Performance provided by the Company to the Client based on the Contract.
- 8. **Deliverables** are materials, documents, software or objects that are the tangible result of the provided Services.
- 9. The time of performance refers to the agreement on the time within which the Company is obliged to perform for the Client. The performance time is agreed in favor of the Company–i.e., the Client cannot prematurely demand performance from the Company, but the Company can comply prematurely.
- 10. **Extra Work** refers to Performance provided beyond the scope of Performance agreed upon in the Contract.
- Written form is a form of legal action of the Contracting Party, recorded in documentary or electronic form. The requirement for the written form of legal action arises from the law or the contracting parties' mutual agreement.
- 12. The expression of a free, serious and definite will refers to a legally qualified act aimed at concluding the Contract.
- Notice ("warning") delivered in thel manner as a written notice, either in paper or electronic form.
- The Czech Civil Code is Act No. 89/2012 Coll., as amended and in force (hereinafter referred to as the "CC").
- 15. 121/2000 Coll., on Czech Copyright, on Rights Related to Copyright, on Copyright, Rights Related to Copyright, and Amendments to Certain Acts (Copyright Act), as amended and in force (hereinafter referred to as "Copyright Act").
- 16. The regulations on electronic signature are in particular Act No. 227/2000 Coll., on electronic signature and on amendments to some other acts (Act on electronic signature), as amended and in force, Act No. 167/2012 Coll., amending Act No. 499/2004 Coll, No. 167/2000 Coll., on Electronic Signature and on Amendments to Certain Other Acts (Act on Electronic Signature), as amended, and other related acts, as amended and in force.
- The Handover protocol is a written record signed by authorized representatives of the Contracting Parties, which officially

presents the completed Performance to the Client for detailed review, testing, and assessment to determine whether the Performance meets the assignment and criteria, and has the required or customary characteristics.

- 18. **Criteria** define, from the Client's perspective the properties and values that the Performance is intended to deliver to the user, particularly the expected behavior of the output, application, or implemented functionality. Defining criteria is a standard part of the Initial Study, which, along with the Implementation Specification, forms the core documents that serve as the foundation for carrying out the Performance.
- 19. The **Right to use** refers to the right of uninterrupted use of the Performance following the restrictions set by the Civil Code, the Copyright Act, and the Contract for the agreed period—i.e., the "License."
- 20. "Intellectual Property Rights" refer to all property rights to the results of intellectual creative activities protected by the Civil Code and the Copyright Act, including patents, patent applications, utility models, industrial designs, trade names, trademarks, copyrights (to source software code, documentation, data, reports, tapes, and other materials that may be subject to copyright protection).
- 21. A statement of work is a document containing a detailed summary of the provided performance and the number of hours consumed, usually monthly, regardless of the billing period or rate. The performance report is sent in electronic form to the Client's contact email address specified in the Contract. If any unused hours are carried over to the next monitoring period, the report will also include information about the number of hours carried over from the previous period. The performance report is sent no later than the tenth (10th) working day of the following calendar month.
- 22. **Helpdesk** (JIRA) is an online application and service provided by the Company, available at the web address <u>http://Clienthelpdesk.lundegaard.eu</u>, which allows the Client to submit requests and communicate with the Company.
- 23. **Confluence** is a web application provided by the Company, available at <u>https://wiki.Ind.bz/</u>, used for sharing all documentation related to the Performance and other information with the Client.

#### Article 5 Provision of Performance

- 1. The Company provides the performance defined in the Contract.
- 2. The Client's requests to extend the Performance beyond the scope of the contract are implemented based on the Company's pricing hourly rates or man-day rates.

- 3. Performance will be provided during the Company's business hours unless otherwise specified in the Contract.
- 4 Ownership of the Performance transfers to the Client at the moment of full payment of the remuneration, unless the contract specifies otherwise. However, if the Performance includes third-party software, ownership of such software does not transfer to the Client. The Client and all users will have a non-exclusive right to use this software by the Terms specified by the holder of the property rights. If the intellectual property rights to the software or any part thereof are held by a third party, the Company shall obtain the necessary licenses from the third party before transferring the performance, to fulfill its contractual obligations.

#### Article 6

#### Place and time of Performance

- 1. The place of Performance is the Company's main or other premises unless otherwise agreed in the contract.
- 2. If the Company performs in the Client's systems via remote access. In that case, the place of Performance is the location from which the connection is made unless otherwise agreed for the specific case.
- 3. Depending on the nature of the Performance, the time of Performance is determined either by the Contract or by the Schedule of Performance, which is included in the Appendix and forms an integral part of the Contract.

#### Article 7 Obligations of the Company

 The Company is obliged to provide the Performance – i.e., to complete the Work and/or provide the service and/or deliver the results of the work:

a) following applicable laws and regulations;

b) following industry technical standards and other standards and parameters specified in the Contract;

c) free from defects and incomplete work, and without encumbrances from third-party rights;

d) within the time and place of Performance specified in the Contract;

e) following the specifications and parameters of the relevant documentation;

f) following the Client's instructions, if agreed;

- g) so that it is suitable for the purposes defined in the Contract, or if such purposes are not specified or communicated by the Client, for the purposes for which such Performances are typically used.
- 2. The Company is obliged to promptly notify the Client in writing or via email of any insufficient documentation, issues with the

assignment, ambiguities in the specifications, or parameters of the Performance, etc., so that the Client can take corrective action promptly.

 The Company shall provide the Client with reasonable time to review the Performance before acceptance, or before confirming the report on it, in the case of Performance provided on time-based or hourly/man-day rates.

#### Article 8 Obligations of the Client

- 1. The Client is obliged to provide the Company with all necessary identification and billing data. Throughout the contractual relationship, the Client must promptly notify the Companyr of any changes to this information.
- 2. the Client is required to provide necessary cooperation, including but not limited to::
  - a) Providing all requested documentation as promptly as possible, ideally within three (3) working days from the request for cooperation. If the Client delays in providing the documentation, the Performance deadlines may be extended by at least the duration of the delay. A brief written record of the documentation transfer should be made
  - b) Informing the relevant third party and ensuring their cooperation.
  - c) Promptly notify the Company of any changes in the assignment or required parameters, should any occur during the Performance. In case of substantial changes, the parties may agree to modify the agreed-upon fee and performance time.
- The Client is required to inspect and verify the Performance. This obligation includes checking the quantity, type, adherence to specification parameters, criteria, and obvious defects.
- 4. The Client is obligated to accept the completed Performance, free from defects, omissions, and third-party claims, made at the agreed time and place, and inspected according to the previous paragraph, without unnecessary delay.
- 5. The Client is required to pay the remuneration for the Performance by the payment Terms specified in the Contract
- 6. The Client is specifically obligated to:
  - a) use the Performance only in a manner that follows its intended use, with applicable laws, with these T&C, with the Contract, and based on the instructions of the Company;
  - Respect and protect the rights and legitimate interests of the Company and third parties, and refrain from disseminating information that conflicts with legal regulations, these Terms and Conditions, public morals, or commercial customs;



- c) complain about incorrect billing, defective provision of the Performance, etc., without undue delay and no later than 25 calendar days from the calendar day following the delivery of the billing of the Performance; the complaint shall be made in writing and shall include a description of the claimed defect of the Performance. Claims shall be handled by the Company within 30 calendar days.
- 7. Complaints regarding the correctness of the invoice do not suspend the Client's obligation to pay the invoiced amount by the due date. Based on the resolution of a legitimate complaint, the settlement with the Client will be carried out as follows
  - a) by offsetting the Company's claim against the Client's payable obligation
  - b) by issuing a corrective tax document (credit note).

#### Article 9 Handover and Acceptance of Performance

- 1. The delivery and acceptance of Performance shall occur in a manner corresponding to the nature of the Performance:
  - a) the handover and acceptance of the Performance involving the completion of the Work or the handover of the Work Results shall be carried out by publishing the Work on the agreed server or by the physical handover of the material of the Work or Work Results by the Client
  - b) The delivery and acceptance of Performance provided based on time consumption billed according to hourly or man-day rates shall be done through the submission and approval of the work report.
  - c) the handover and acceptance of the Performance defined by the **expiry of the agreed period** shall be effected by the expiry of said period unless the Performance within the observed period is subject to a complaint, in which case it will be extended for the next period.
- A brief Handover Protocol, signed by the authorized representatives of both Contracting Parties, shall be created for the delivery and acceptance of Performance as described in paragraph 1, letter a). Performance shall also be considered delivered if the Client begins using it, even if the Handover Protocol has not been signed.
- 3. The result of the assessment of the performance under paragraph 1. a) shall be expressed in the Handover Report with one of the following statements:
  - a) accepted; or
  - b) accepted with reservations (reservations, whether substantial or formal, must be explicitly stated in the

Handover Report, including the required method and date of settlement) -or

- c) not accepted (if the Client does not accept the Performance, the reasons for this decision must be explicitly stated in the Handover Protocol).
- 4. If the Client refuses to accept the Performance, the Company shall remedy the reservations stated in the Handover Protocol within 14 calendar days. After the reservations have been resolved, a new handover shall take place within the agreed time limit. A maximum of two (2) iterations of remarks are allowed.
- 5. If the Client refuses to accept the Performance without a valid reason, the provisions of the previous paragraph shall apply accordingly, and the Performance shall be considered accepted.
- 6. The persons authorised to sign the Handover Protocol on behalf of each Contracting Party are specified in the Contract or its appendix.
- A Handover Protocol is not required for the Performances referred to in paragraph 1) under b) and c).
- Unless otherwise agreed in the Contract, the Client shall tolerate: Performance referred to in paragraph 1 under b) and c):
  - a) short-term interruption of the provision of the Performance for a necessary duration for maintenance and possible repairs of technical equipment;
  - b) suspension or limitation of the provision of the Performance when made impossible or limited by an objectively unavoidable event that could not have been foreseen or prevented;
  - c) Temporary interruption or limitation of the provision of Performance, if necessary, without prior notice, if the Performance is used in violation of these T&C and/or the Contract and if this poses a risk to the operation of the equipment on which the Performance is provided or the equipment of third parties;
  - d) suspension of the Performance if the remuneration under the Contract is not paid,
  - e) limitation or interruption of the Performance in other cases of violation of the T&Cs, the Contract, or legal regulations, even without prior notice, or after the deadline set for the Client to remedy the defective condition.

#### Article 10

#### Remuneration for Performance and Intellectual Property Rights

1. The remuneration for the Performance (hereinafter referred to as "Remuneration") is negotiated by the Parties in terms of amount and currency in prices excluding VAT.

- 2. The Remuneration usually includes all related, reasonably incurred costs. The Remuneration does not include travel costs and external costs.
- 3. The Remuneration for the implementation of additional requests by the Client beyond the scope agreed upon in the Contract shall be determined by mutual agreement of the Contracting Parties, based on the scope of Performance, its functions, and characteristics, using the Company's service price list.
- 4. The value of the Remuneration may only be changed by agreement of the Contracting Parties to amend the Contract.
- 5. The Remuneration typically includes the provision of a non-exclusive or, if applicable, an exclusive License, granting the right to use the Performance throughout the entire duration of its copyright protection, unless the Contract specifies otherwise
- 6. The provisions of the preceding paragraph do not apply to the software used for the creation and/or operation of the Performance, in particular the content management system (CMS), and to any third-party software used (so-called external costs). The right to use the content management system and third-party software is governed by other provisions of the Contract, depending on specific cases.

#### Article 11 Payment Terms

- 1. The Client shall pay the Remuneration for the Performance according to the payment schedule agreed in the Contract
- The Client shall pay the fee based on the invoice, which includes the details required by applicable legal regulations and is issued and delivered to the Client within three (3) calendar days from the agreed-upon date in the Contract, from which the Company is entitled to issue the invoice.
- The tax document (invoice) is due within fourteen (14) calendar days from the date of delivery to the Client, unless otherwise agreed in the Contract.
- 4. Tax documents (invoices) shall be issued by the Company only in electronic form unless otherwise agreed in the Contract, in accordance with the provisions of Section 26, paragraphs 2) and 3) of Czech Act No. 235/2004 Coll. on Value Added Tax, as amended and in force. They shall be sent by e-mail to the agreed e-mail address (or several addresses), or to the Client's digital data box.
- 5. The Client shall make payments by cashless transfer to the Company's current account specified at the head of the Contract.
- 6. The Client's obligation to pay the Remuneration in due and timely manner shall be considered fulfilled by crediting the invoiced amount to the Company's current



account specified in the header of the Contract.

- 7. For payments from foreign countries, the Client is obliged to pay all bank charges so that the Company's account is credited with full payment for the Services provided.
- If the Client is delayed in paying the Remuneration, the Client may be charged interest on the delay as agreed upon in the Contract or, at a minimum, default interest as specified by the Civil Code.
- Overpayments resulting from incorrect or multiple payments for the Performance are refunded to the Client if their amount exceeds CZK 100 (in words: one hundred Czech crowns).

#### Article 12 Liability for defects, warranty

- The Company is liable for defects in the Performance (or defects in the relevant part thereof) at the time of acceptance by the Client, even if the defect becomes apparent only after this time. The Company is liable for a defect that occurs after this period if it was caused by a breach of its obligations. Defects caused by the Company and duly claimed shall be remedied by the Company at its own expense.
- 2. If the Client requests the determination of the causes and elimination of a defect in the Performance, and after the analysis, it is determined that the defect is not caused by a breach of the Company's obligations and does not constitute a warranty defect, the time spent on analyzing the cause of the defect and its elimination shall be invoiced to the Client. The Client is obligated to pay the invoiced amount.
- 3. A defect in the Performance does not include errors based on incorrect documents supplied by the Client
- If the Performance has defects, the Client is entitled to demand their removal by repair if the defects are removable. Otherwise, replacement Performance is provided.
- 5. If the defects of the Performance are not removed in the manner requested by the Client even within a reasonable additional period of time or if the Client receives a notice that the defects will not be removed or if the defects are irremovable, the Client is entitled to withdraw from the Contract or to claim a reasonable reduction of the Remuneration for the Performance.
- Company guarantees that 6 The its Performance complies with the specification documentation, the Contract, including all specifications and criteria, the documentation, and that it has the required or usual properties. If no such specifications are stated, the Performance shall comply with generally recognized procedures standards, and practices, and be suitable for the intended purpose. The Company further guarantees that the Performance will maintain the agreed functionalities, properties, and performance throughout the agreed warranty period.

- 7. The warranty period is three (3) months where applicable due to the nature of the Performance and starts on the calendar day following the acceptance of the Performance by the Client.
- 8. The warranty does not apply in cases where the defect in the Performance:
  - a) has been caused by unauthorised and/or unprofessional intervention of the Client or a third party who has not participated in the Performance of the Performance under the Contract,
  - b) the defect in the Performance has been caused by the Client modifying the Performance that is not in line with the Contract,
  - c) the defect in the Performance was caused by the Client's failure to perform specified maintenance or other necessary routines.

#### Article 13 Sanctions

- If the Performance is not provided within the agreed time then the affected Contracting Party shall be entitled, without affecting any other rights of the parties, to:
  - a) claim interest on delay or contractual penalty agreed in the Contract;
  - b) withhold any subsequent Performance that the other Contracting Party may attempt to perform;
  - c) claim non-charge of Remuneration or provide a discount for the period during which the provision of Performance has been temporarily withheld due to non-payment of Remuneration;
  - claim reimbursement from the other Contracting Party for costs reasonably incurred by the Contracting Party concerned concerning the Performance;
  - e) claim compensation for any other costs, damages or expenses incurred by the Contracting Party concerned which may reasonably be considered to have arisen as a result of the failure to provide the Performance within the agreed time for Performance;
  - f) withdraw from the Contract or any part thereof.

#### Article 14

## Compensation for non-material and material damage

- If required by the circumstances of the case, each Contracting Party shall act in such a manner as to prevent any unjustified harm to the property of the other Contracting Party. In fulfilling this duty of prevention, the Parties shall in particular respect mutual assignments, instructions, and recommendations that are relevant to the Performance of the subject matter of the Contract.
- 2. Damages shall be replaced by restoration to its previous state. If not possible, or if

requested by the other Contracting Party, the damage shall be compensated financially.

- Non-material damage shall be addressed with appropriate compensation. Compensation shall be financial if no other means of compensation can be found to provide actual and sufficiently effective reparation for the damage caused.
- 4. Compensation is limited to actual damage rendered, not to lost profits.
- 5. The refund amount is limited to the amount of the total Remuneration for the Performance provided. This limitation is agreed to for all damages arising out of the Contract.
- 6. Neither Contracting Party is liable for property damage caused by the other Contracting Party's delay in its own Performance.
- 7. Neither Contracting Party is liable for delay or damage to property caused by circumstances excluding liability. if requested by the other Contracting Party Each Contracting Party shall notify the other Contracting Party without undue delay of the occurrence of a circumstance precluding liability.
- 8. Neither Contracting Party shall be liable for delay or financial harm resulting from the unsuitable nature of instructions, materials, or cooperation provided by the other Contracting Party, provided that the unsuitable nature could have been recognized with due professional care and the providing Contracting Party was duly notified. This applies particularly if the providing Contracting Party insists on the continuation of Performance despite the warning.
- 9. Compensation for harm and liability for damages, in matters not covered by these T&C and the Contract shall be governed by the provisions of Part Four, Title III of the CC.

#### Article 15 Confidentiality of information

- The Contracting Parties are obligated to ensure the protection of acquired or shared confidential information in a manner customary for the protection of such information unless expressly agreed otherwise. This obligation shall remain in effect regardless of the termination of the Contract.
- 2. Both Parties shall have the right to use confidential information only to the extent and under the conditions necessary for the proper Performance and obligations under the Contract.
- Regardless of the form in which they are recorded, all information that has not been designated as public by either Contracting Party and that relates to the Contract and its subject matter shall be considered confidential information. In particular, information concerning the rights and obligations of the Contracting Parties, as



well as information relating to one of the Parties (information on their activities, structure, economic results, know-how), or information for which a special regime of confidentiality is established by law (in particular trade secrets, business secrets, state secrets, banking secrets, professional secrets, etc.).

- 4. Under no circumstances shall facts that are generally known or information that has become publicly available independently of the will and actions of the Client or the Company be considered confidential information.
- 5. Information protected by the Confidential Information regime may not be disclosed to a third Party without the prior written consent of the other Contracting Party. The only exception is where this obligation is imposed by a generally applicable legal regulation.

#### Article 16 Personal data protection and their treatment.

- 1. Each Contracting Parties are obliged to create all the conditions to ensure the necessary technical and organisational protection of the personal data they are processing. In particular, they shall ensure that unauthorized or accidental access to such data, its alteration, destruction, or transmission loss. unauthorized or interception, unauthorized processing, or any other misuse of such data cannot occur. The Contracting Parties shall ensure this protection sufficiently and properly, in particular by storing all personal data in paper form and on removable and removable data media under protection from third parties. Furthermore, by securing the software on which the personal data will be processed with an access password (e.g. at BIOS level in the computer operating system or by encrypting the relevant network service).
- Each Contracting Party is liable for the breach of its obligations as well as for the damage caused thereby and is obliged to compensate for the damage according to

the General Personal Data Regulation and other laws applicable in the Czech Republic.

#### Article 17 The Solicitation Clause

- No Contracting Party shall, without the prior written consent of the other Contracting Party, be entitled during the term of the Agreement and for six (6) months after its termination to employ, directly or indirectly, an employee of the other Contracting Party, including within entities in which it has a controlling financial, property, or other interest, or through other intermediary entities. (hereinafter referred to as the "The Solicitation Clause").
- 2. An employee of each Contracting Party shall be considered a person who was in an employment or similar relationship with the other Contracting Party during the term of the Agreement.

#### Article 18 Delivery of documents

- 1. All communications shall be sent by registered mail, courier service, fax, or electronic mail to the address of the relevant Contracting Party specified in the Contract or to an address that a contracting party has notified the other contracting party in writing for these purposes.
- Communications sent by electronic mail or fax transmission do not require explicit written confirmation from the receiving Contracting Party. An electronic read receipt shall be considered a confirmation of receipt of the communication. Electronically signed communications shall be deemed to be in writing unless otherwise agreed by the Parties.

#### Article 19 The Severability Clause

 If any provision of this Agreement is or becomes invalid or unenforceable, it shall not affect other provisions of this Agreement, which shall remain in full force and effect. In this case, the Contracting Parties undertake, to replace the invalid/ineffective provision with a new valid/effective provision that best corresponds to the originally intended economic purpose of the invalid/ineffective provision. Until then, the corresponding provisions of the generally binding laws and regulations of the Czech Republic shall be applicable.

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#### Article 20 Force Majeure

- Force Majeure is a particularly qualified event that, under the given conditions, is objectively unforeseeable and objectively unavoidable.
- Neither Contracting Party shall be liable for the failure to fulfill its obligations under the Agreement due to the reasons mentioned in the previous paragraph.

#### Article 21 Dispute Resolution

- The Contracting Parties agree that any disputes arising between them out of legal relationships established by this T&C or in connection with it shall be solved amicably.
- If the dispute cannot be resolved amicably, either Contracting Party shall have the right to bring its claim before the general court of competent jurisdiction.

#### Article 22 Applicable law, conflict of laws provisions

- 1. Contractual relations established by the Contract and these T&C are governed by the law of the Czech Republic, excluding conflict of laws rules.
- 2. Reference by the Company and the Client to different T&Cs excludes the formation of the Contract.

#### Article 23 Force and Effect of T&C

1. Terms & Conditions become effective on 1.1.2024.