

General Terms and Conditions for the Provision of Spinoco Application Licences by Spinoco Czech Republic, a.s.

Effective as of 25 May 2018.

1. BASIC PROVISIONS

1.1. Scope of services

The General Terms and Conditions for the Provision of Spinoco Application Licences by Spinoco Czech Republic, a.s. (the “**GTC**”), as well as any concluded agreements referring hereto (the “**Agreements**”), constitute the conditions of the contractual relationship (the “**Conditions**”) between the Customer (as defined below) and Spinoco Czech Republic, a.s., ID No.: 247 68 774, a company with its registered office at Ovocný trh 573/12, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by the Prague Municipal Court under Section B, Insert 16670 (“**Spinoco**”), based on which Spinoco provides the Customer with a licence to use a Spinoco application (the “**App**”) and other services arranged in relation thereto, such as installation, training and technical support.

The GTC shall apply to the provision of licences for the App, as well as to the provision of other services arranged in relation thereto, with Spinoco providing such services based on the Conditions; the provisions of these GTC shall apply *mutatis mutandis* to such related services if the provision of thereof was arranged between the parties.

1.2. Spinoco standards

In connection with the provision of licences to the App, Spinoco shall act in line with what is understood as the correct interpretation of the law and with the rules of current professional practice. The App shall be subject to Spinoco’s internal control procedures, which ensure the broad application of the experience of partners and managers with resolving key problems and guarantee the observance of legal regulations applicable to the App.

2. DESCRIPTION OF THE LICENCES

2.1. Basic assumptions for the provision of the licences

The App shall be provided based on purchased licences (the “**Licences**”).

2.2. Joining the service

A customer can be any natural person (individual) and/or legal person (legal entity) qualified to purchase the Licences (the “**Customer**”).

By purchasing any Licence, the Customer expresses agreement with the GTC.

The Customer shall send a written order in line with these GTC to Spinoco (the “**Order**”).

2.3. Relationship between Spinoco and the Customer

By Spinoco’s acceptance of the completed Order, a licence agreement, based on which the various Licences are provided, is deemed to have been entered into between the Customer, as the licensee, and Spinoco, as the licensor (the “**Licence Agreement**”). Spinoco charges fees for the various Licences (the “**Fees**”). The Fees are listed on www.spinoco.com (the “**Website**”).

When the Fee is paid, a user account shall be activated for the period paid for and the Customer shall receive unique login details.

A Licence is issued to one specific user only (the “**User**”). The device from which the User logs in shall be irrelevant.

2.4. The App

The principle of the App is to allow the User chiefly to communicate inside and outside the company via the App. A detailed description of the App is available on the Website.

Users log in to the App using the unique login details sent to them.

2.5. Licence issuance procedure

The Customer shall choose the required Licences (i) from the Website and send a completed Order or (ii) by completing a paper Order and sending it to Spinoco.

The Customer shall indicate in the Order whether he will pay for the annual licence at once (“**Lump-sum Payment**”) or in twelve monthly instalments (“**Monthly Payment**”).

Once the Order is sent, Spinoco shall send a request for payment to the Customer (“**Request for Payment**”), which shall contain (i) in the case of a Lump-sum Payment the entire Lump-sum Payment Fee (the “**Payment**”) and its payment deadline and (ii) in the case of the Monthly Payment option an instalment schedule, i.e., an overview of the amounts and due dates of each Fee instalment (the “**Instalment**”) for the provided Licences in the following year.

The Customer takes note that the Licence will not be issued until the Payment or Instalment, as the case may be, is made.

The Customer shall pay Spinoco the Fee in line with these GTC.

2.6. Change in the number of User Licences

In line with Article 2.3 of the GTC, a Licence shall always be issued to one User only. After concluding the Licence Agreement, the Customer shall have the possibility of increasing the number of users via the App.

If the number of Users is increased, the Customer will be sent a new Request for Payment, which will contain (i) in the case of a Lump-sum Payment an amount corresponding to the Fee for the newly added User and the payment deadline and (ii) in the case of a Monthly Payment an instalment schedule, i.e., an overview of the amounts and due dates of the Fee.

If the number of Users is reduced, the Customer will, in the case of the Monthly Payment, be sent a new Request for Payment, which will contain an updated instalment schedule and an overview of the amounts and due dates of the Fee. In the case of a Lump-sum Payment, a Customer who reduced the number of Users will not have his payment decreased based on the already made Payment stipulated by the Request for Payment.

2.7. Term of the Licence

A Licence is always granted for one year.

3. PAYMENT OF THE FEE FOR THE APP

3.1. Fee

The Customer shall pay Spinoco the Fee in line with the issued Request for Payment.

3.2. Invoicing

After receiving the Fee specified in the Request for Payment, Spinoco shall issue the Customer an invoice that will serve as a tax receipt (document) and payment confirmation (the “**Invoice**”).

3.3. Delay in payment of the Fee

Should the Customer be in delay with payment of the Fee, Spinoco shall be entitled to terminate the provision of the Licence and suspend the Customer’s access to the App. If the Customer requests reactivation of the App, Spinoco may request a reactivation fee up to a maximum amount that corresponds to the Fee duly paid the Customer for the last two months that the Licence was provided.

4. PERSONAL DATA PROTECTION

4.1. Customer’s personal data

If the Customer is a natural person (individual), he notes

that Spinoco is, for the purposes of concluding the Licence Agreement and fulfilment of the rights and obligations stemming from the concluded relationship, entitled to process the Customer's personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**Regulation**").

The Customer's personal data shall be processed for the term of the contractual relationship and then only for the time strictly necessary for settling such relationship in order to protect Spinoco's rights and legally protected interests, unless special legal regulations stipulate a longer period of time in certain cases or if it becomes necessary in warranted cases to retain data for a longer period in connection with such specific cases.

4.2. **Confidential information**

The services provided based on the Licence Agreement include activities during which Spinoco and its employees or other cooperating persons may come into contact with confidential information (the "**Confidential Information**"), including the Customer's personal data within the meaning of the Regulation, for the purpose of ensuring the proper operation of the App.

Confidential Information shall also be considered any and all information of a confidential nature or information constituting a trade secret. Confidential Information shall also include any and all communication between the Customer and Spinoco and communication between the Customer and his clients through the use of the App.

4.3. **Access to personal data**

The personal data of the Customer or the Customer's client may only be made accessible to Spinoco's authorised employees involved in performing the Licence Agreement with the Customer or to processors used by Spinoco. A list of such processors is published on the Website or will be provided upon request to the Customer at the time of concluding or performing the Licence Agreement with the Customer.

Spinoco shall not use data pertaining to the Customer or the Customer's client for purposes other than the provision of the App or for the purpose of providing services based on a different agreement concluded between Spinoco and the Customer. Spinoco shall also not provide the personal data pertaining to the Customer or the Customer's client to a third party, save cases where such obligation is imposed by a legal regulation.

4.4. **Availability of Confidential Information**

Spinoco shall be authorised to provide Confidential Information:

- (a) to its insurers or legal advisors
- (b) to a third party in the extent required by the law, a court or government authority or where the obligation to process such information ensues from the law (assuming that no legal regulation will be breached)
- (c) in justified cases, provided the Customer is informed of this in writing at least two business days in advance and grants his consent thereto.

4.5. **Confidentiality**

Spinoco shall inform its employees or other cooperating persons who are given access to personal data pertaining to the Customer or the Customer's client about their obligation to maintain personal data confidential and about the other obligations they are obliged to follow to ensure that the Regulation or the Licence Agreement is not violated.

The obligation to maintain Confidential Information confidential shall not apply to information that:

- (a) is or becomes publicly available other than by a breach of the obligations under this Article 4.5 or
- (b) is obtained from a third party that is not bound by the confidentiality obligation to Spinoco
- (c) is or was obtained by Spinoco independently.

4.6. **Customer's rights**

The Customer notes that in connection with the processing of personal data he has the right to: i) access his personal data; ii) have inaccurate personal data corrected and

incomplete personal data supplemented; iii) have his personal data deleted if the personal data is not needed for the purposes it was collected for or otherwise processed, or if it is found that it was processed unlawfully; (iv) have the personal data processing restricted; (v) the portability of the data; (vi) raise objections, after which the processing of personal data will cease if it is not proven that serious and justified reasons exist for processing that predominant over the Customer's interests or his rights and freedoms, especially reasons related to determining, exercising or defending legal claims; and (vii) file a complaint with the Office for Personal Data Protection.

4.7. Processing of Personal Data by the Customer

The Customer notes that it is possible through the App to process data and information that in certain cases may be personal data in accordance with the Regulation. The Customer shall undertake in connection with personal data processing in the App to pay attention to the proper observance of statutory requirements when processing personal data, particularly the Regulation.

Spinoco hereby does not assume responsibility for the way the Customer processes personal data in connection with the use of the App.

4.8. Personal data warranties and safeguards

Personal data will be safeguarded in such a way and with the use of such technical and organisational means that fully ensures its protection in line with the Regulation and personal data protection regulations.

Spinoco shall adopt the following organisational and technical measures in particular:

(a) In the case of personal data processing through its own employees, it shall entrust such activity only to its designated employees, whom it shall inform about their obligation to maintain personal data confidential and other obligations they are obliged to follow to ensure that the Regulation or this Licence Agreement is not violated.

(b) It shall not entrust personal data processing to any third party without the Customer's prior written consent. This shall be without prejudice to Article 4.9 hereof.

(c) It shall use the corresponding technical equipment and software in a way that will prevent unauthorised or accidental access to personal data by individuals other than authorised Spinoco employees.

(d) It will retain personal data in properly secured buildings and rooms.

(e) It will store personal data on secure servers or data carriers to which only authorised persons will have access based on access codes or passwords and back up such data regularly.

(f) It will arrange remote transfer of personal data either only through a publicly inaccessible network or through secured transfer via a public network, particularly through a protocol that allows secure communication in a computer network. With regard to the nature, scope, context and various serious risks, certain personal data may be sent by e-mail.

(g) It will arrange through suitable technical means the ability to renew the availability of personal data and access to it in time in the case of physical or technical incidents.

(h) It will secure regular testing, assessment and evaluation of the effectiveness of technical and organisations measures for ensuring the security of processing.

(i) In connection with the termination of personal data processing, Spinoco will agree with the Customer on the physical destruction of the personal data or hand this data over to the Customer. This shall be without prejudice to Article 4.10 of these GTC.

Spinoco shall inform the Customer in the event the security of personal data processing is breached (a "**Personal Data Security Breach**") without undue delay. Even after informing the Customer about the Personal Data Security Breach, Spinoco shall assist with resolving the Personal Data Security Breach or adopt measures to mitigate possible adverse consequences and prevent the occurrence of similar situations in the future.

4.9. Involvement of other processors

Spinoco shall be entitled to entrust other processors to process personal data (the "**Other Processors**"). The

processor shall inform the Customer via the Website about the Other Processors that it is considering entrusting with the processing of personal data and about all other intended changes regarding the hiring of Other Processors or their replacement, thereby providing the Customer with the opportunity to express any objections against the hiring of such Other Processors. Other than the Other Processors that the Customer did not voice any objections to in writing, Spinoco shall not entrust personal data processing to any third party. An updated list of Other Processors shall be available on the Website.

If Spinoco involves any Other Processors to perform certain processing activities, such Other Processors must contractually assume the same personal data protection obligations as those set out in these GTC, especially the provision of sufficient guarantees and the implementation of technical and organisations measures that ensure that the processing fulfils the requirements of the Regulation.

4.10. Access to the App and Destruction of data

The Customer notes that should he be late with payment under Article 3.3, he shall not have access to the data, information and entries stored in the App.

If the Customer does not pay the Fee or the reactivation fee based on a written request within three (3) months of the due data, Spinoco will destroy the data, information and entries contained in the Customer's App.

4.11. Commercial messages

If the Customer provided consent when ordering the licence to the App or expressed in some other way consent to be sent commercial messages or newsletters or to the provision of direct marketing, then Spinoco shall be entitled to inform the Customer about third-party products and services in the form of advertisements.

5. LIABILITY

In the event of any dispute or claim that may arise as a result of the provision of a licence to the App, such dispute or claim will be exercised only against Spinoco and not against Spinoco employees or workers.

The liability of Spinoco or Spinoco's partners, workers or subcontractors ensuing from a breach of the Conditions due to negligence and otherwise for damage, other losses, costs, including the costs of legal representation, in connection with the provided App shall under no circumstances exceed actual damage. Liability for indirect or subsequent loss, lost profit or other financial loss is precluded.

Under no circumstances shall Spinoco be liable for damage, other losses, costs or other expenditure arising in any way from negligence, omission or other intentional unlawful actions, misunderstandings and conscious negligence on the part of the Customer, its management, employees, representatives, suppliers or entities connected to him or on the part of third parties.

If warranted concerns arise that a consequence of the provision of the App may be damage, then the Customer shall provide maximum cooperation and efforts to prevent or reduce possible damage. The Customer shall inform Spinoco about such steps.

Spinoco shall bear no liability for the accuracy of the data contained in the App and for its use by the Customer, nor shall it be liability for any losses caused by the use of the App or as a result of using the data in the App.

Spinoco shall not be liable for damage or lost profit arising by the suspension of the App's operations, unless Spinoco and the Customer concluded a different contractual relationship that would address such situation.

Spinoco shall not be liable for the Customer's activities if such activities were performed at the request or instruction or in the interests of the Customer according to these GTC.

6. FINAL PROVISIONS

6.1 Assignment, offsetting

The Customer shall not be entitled to assign or offset its rights or obligations ensuing from the GTC or dispose of them in any other way without Spinoco's prior written consent.

Spinoco is further entitled to offset its due receivables from the Customer at any time, regardless of their currency or the legal relationship under which they arise, against any of the Customer's receivables from Spinoco, due or not due.

6.2 Completeness of the Conditions

The Conditions shall constitute the complete agreement between Spinoco and the Customer in accordance with the subject-matter of these GTC (provision of licences to the App) and replace all previous arrangement, undertakings, declarations or warranties, written or oral, that pertain to the App, unless agreed otherwise between the parties.

6.3 Change of conditions

Spinoco shall be entitled to change these GTC unilaterally. Spinoco shall be obliged to inform the Customer of any such change. If the Customer does not agree with the unilateral change of these GTC, the Customer shall be entitled to withdraw from the Licence Agreement with a two-month notice delivered to Spinoco within one month of the notification of the change of these GTC. This provision of the GTC shall not apply to changes that ensue directly from legal regulations or constitute the correction of typos or calculations; in such case, such change in the GTC shall not establish the Customer's right to withdraw from the Licence Agreement.

6.4 Validity after the Conditions expire

The provisions of the articles of the GTC where the content thereof clearly goes beyond and applies even to the period after expiration of the term of the licences to the App, and pertains particularly, but not exclusively, to unsettled payments, damage compensation, liability, protection of Confidential Information, etc., shall remain in force even after the term of the licences to the App expires.

6.5 Decisive law and choice of court

The Conditions shall be governed by Czech law. The parties' rights and obligations not addressed in the Conditions shall be governed by the appropriate provision of Czech legal regulations, chiefly Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code").

Any disputes arising from or in connection with the Conditions shall be resolved amicably. If the parties are unable to resolve any dispute amicably within 30 days of the start of the dispute, such dispute, including issues of validity, interpretation, implementation or termination of rights arising from the Conditions, shall be resolved by the Czech court with jurisdiction *ratione loci* and *ratione materiae* according to Spinoco's registered office unless legal regulations stipulate exclusive jurisdiction.

6.6 Severability

The invalidity of any provision of these GTC shall not affect the validity of any other provision of these GTC, provided such provision is severable. If it becomes necessary, Spinoco and the Customer shall replace any invalid provision without undue delay and replace it with a provision whose content and purpose best approximate the purpose of the invalid provision.

6.7 Miscellaneous provisions

In relation to the Conditions, the following shall apply:

- (a) If a response to an offer to conclude an agreement between the parties contains any addenda or discrepancies, such response shall not be considered acceptance of the offer.
- (b) The parties preclude the application of Sections 1799 and 1800 of the Civil Code, which regulates clauses in contracts of adhesion, especially clauses referring to business terms and conditions, incomprehensible clauses or disadvantageous clauses.

6.8 Effectiveness

These GTC shall be effective as of 25 May 2018.