

Terms and Conditions of Lundegaard a.s.

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Article 1

Purpose of Terms and Conditions

1. Registered address: Papiřenská 180/1, Bubeneč, 160 00 Praha 6, Czechia, principle place of business: Sokolovská 651/136 a, Karlín, 186 00 Praha 8, IČO: 256 87 221, DIČ: CZ25687221, registered in the Commercial Register maintained by the Municipal Court in Prague, registration ID B 23149,(hereinafter referred to as the "**Provider**") as of 15 January 2026 a member of the EXPANDIA Digital Group, hereby issues these Terms and Conditions (hereinafter the "T&Cs") for the purpose of

- a) streamlining and accelerating the conclusion of selected types of commercial contracts between businesses
- b) unifying and formalizing the content of selected types of commercial contracts
- c) simplifying the conclusion of selected types of commercial contracts between businesses pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code")

These Terms and Conditions ("T&Cs"), which shall form part of the content of selected types of commercial contracts. All form part of the content of selected types of commercial contracts.

2. The T&Cs contain both direct provisions, which shall form part of the substantive content of the standard contract, and indirect provisions, which shall become part of such contract by reference.

Article 2

Scope of the Terms and Conditions

1. These T&Cs are intended primarily for the conclusion of standard contracts concerning:
 - a) The creation of work resulting from human activity, work or services, typically in the form of a tangible item, repair, modification, or an intangible output (such as software)
 - b) The provision of services, except where separate terms and conditions issued by the Provider apply.
 - c) The provision of hardware and/or software infrastructure or other technical means. The provision of hardware and/or software infrastructure or other technical means.
2. Standard contracts, the content of which is governed in part by these T&Cs include, in particular, contracts relating to projects with a value of up to CZK 500,000 or up to 40 MDs.
3. The application of any T&C of the Client is expressly excluded. Any terms of the Client that deviate from or supplement these T&Cs shall become part of the contract only if expressly agreed by the Provider in writing.
4. The provision of any services by the Provider shall not constitute acceptance of the Client's terms and conditions, even if the Provider was aware of such terms and conditions and did not expressly reject them at the relevant time.
5. The standard contract together with the T&Cs constitutes the entire agreement between the Contracting Parties and replace all prior contracts, agreements, orders, and any oral or written arrangements relating to its subject matter.
6. If the terms and conditions of the other party form part of the contract, then, in the event of any conflict between such terms and these T&Cs, these T&Cs shall prevail.

Article 3

Definitions

Capitalized terms used in these T&Cs have the following meanings:

1. **The Terms and Conditions (the "T&Cs")** determine part of the content of the commercial relationship between the Provider and the Client, within which the Provider provides services to the Client. By signing the Contract, the Client confirms that it has read and agrees to the T&Cs and that these T&Cs shall govern the contractual relationship between the Client and the Provider, unless the Contract provides otherwise.
2. **The Contract** means a document, or a set of documents, governing the contractual relationship between the Provider and the Client, part of the content of which is determined by, and which incorporates the T&Cs. The Contract may be concluded either by the signing of a document, or a set of documents, by both Contracting Parties on the same instrument, or it may be formed by an offer and its acceptance. The offer may take the form of a proposal issued by the Provider or an order placed by the Client. In such case, the

signatures of the Contracting Parties do not need to appear on the same document.

3. **Performance** means both the conduct of the Provider in fulfilling its obligations under the contractual relationship with the Client and the economic value obtained by the Client from the Provider. Such value may be provided at a specific point in time (e.g. delivery of the Performance or payment of the remuneration) or on a continuous or recurring basis. Performance includes, in particular, the performance of work, the provision of services, the delivery of results of work, the granting of rights, or other performance.
4. **Work** means the creation of a specific item, unless it constitutes a contract of sale, and includes the maintenance, repair, or modification of an item, or any activity resulting in another outcome.
5. **Fixed Time, Fixed Price (FTFP)** is a contractual model and performance requirements with the following key characteristics:
 - a) Fixed scope. The Contract precisely defines the Work to be performed.
 - b) Fixed price. The remuneration for Performance is fixed and does not change regardless of the Provider's actual costs.
 - c) Fixed timeframe. The timeline for Performance is clearly specified.
 - d) Allocation of risk. Most risks (e.g. underestimation of effort) are allocated by the Provider.
6. **Time and Materials (T&M)** is a contractual model and performance requirement under which the Client does not pay for a predefined result, as in the FTFP model, but instead for the actual time worked and costs incurred (e.g. materials, licences). The key characteristics of this contractual model and performance requirement are as follows:
 - a) Flexibility. The scope of the project may be changed during its execution without the need for complex renegotiation of the Contract.
 - b) Transparency. The Client pays only for work actually performed, typically on the basis of records of Performance (so-called timesheets).
 - c) Shared risk. Unlike the FTFP model, the Client bears the risk that the project may become more costly or prolonged as a result of changes in requirements.
 - d) Client participation. The model requires active cooperation of the Client in managing priorities and in planning and approving individual phases of the project.
7. **Services** means qualified Performance provided by the Provider to the Client on the basis of the Contract.
8. **Work Result** means, as a rule, working materials, documentation, source code, software, or an item constituting a tangible output of the Services provided.
9. **Time for Performance** means an agreed provision specifying the point in time (a specific date) or period (a time limit) within which the Provider is obliged to fulfil its obligations towards the Client, even without a request from the Client. The Time for

Performance is agreed for the benefit of the Provider, meaning that the Client may not require Performance prior to such time, whereas the Provider may perform in advance. The following key consequences are associated with the Time for Performance:

- a) Due date
- b) Delay
- c) Limitation period.

10. **Place of Performance** means the place agreed in the Contract where the Provider is obliged to fulfil its obligations and where the Client is obliged to accept Performance duly offered by the Provider.

11. **Additional Work** means Performance provided, with the knowledge of the Contracting Parties, beyond the subject matter and/or scope of Performance agreed in the Contract.

12. **Written Form** means a form of legal act (e.g. a Contract) consisting in recording the text on a tangible medium (e.g. paper or magnetic medium) and its subsequent signature. The requirement for a written form arises either from law or from the agreement of the Contracting Parties.

13. **Notice (communication, notification)** means a communication made in writing in either paper or electronic form and delivered in the usual manner.

14. **Handover Protocol** means a written document signed by Authorised representatives of the Contracting Parties, formally confirming the handover and acceptance of the subject of the Performance or part thereof, and recording in detail its condition at the time of handover and acceptance. Its purpose is typically to enable the Client to formally review, test, and assess whether the subject of the Performance complies with the specification, the Contract, and the acceptance criteria, and whether it has the required or customary characteristics.

15. **Acceptance Criteria** means, from the perspective of the Client, the requirements, characteristics, and values that the subject of the Performance must meet, in particular the expected behavior of the output, application, or implemented functionality, in order for the subject of the Performance to be regarded as complete and fit for its intended purpose. They define the boundary between what is "complete" and what is not.

16. **Right of Use** means the right to use the Performance without undue interference, in accordance with the limitations set out in the Civil Code, the Copyright Act, and the Contract, for the agreed period (the "Licence").

17. **Intellectual Property Rights** means all moral and economic rights in the results of intellectual creative activity protected under the Civil Code and the Copyright Act, including patents, patent applications, utility models, industrial designs, trade names, trade marks, and copyrights (including rights in source code, documentation, data, reports, storage media, and other materials capable of copyright protection).

18. **Performance Report** means a document containing a detailed overview of the Performance provided and the number of hours worked, typically on a monthly basis. It is usually sent in electronic form to the Client's contact email address specified in the Contract. Where unused hours are carried over

to a subsequent reporting period, the Performance Report shall also include details of such carried-over hours. The Performance Report is prepared as at the last calendar day of the relevant calendar month.

19. **Jira** means an online application and service provided by the Provider, available at: <https://lundegaard.atlassian.net/jira>, used for submitting all Client requests and for communication with the Client

20. **Confluence** means a web application provided by the Provider, available at location provided by the Provider, available at <https://lundegaard.atlassian.net/wiki>, used for sharing all documentation relating to the Performance and other information with the Client.

Article 4

Contracting Parties, Conclusion of the Contract

1. The Client is a natural person carrying on business or a legal entity to whom the Provider provides Performance under the Contract in accordance with these T&Cs.

2. The Provider submits to the Client a proposal for a Contract, the content of which is partly determined or supplemented by these T&Cs or which refers to these T&Cs.

3. The Contract is generally concluded at the moment when the Contracting Parties reach agreement on its essential terms, and such agreement (acceptance of the proposal) is confirmed by the signature of the authorized representative of the last of the Contracting Parties.

4. The Contract is generally concluded when the Contracting Parties reach agreement on its essential terms, and such agreement (acceptance of the proposal) is confirmed by the signature of the authorized representative of the last Contracting Party.

Article 5

Acceptance of and Compliance with the T&C

1. The T&Cs form part of the Contract, provided that they are accepted by both Contracting Parties. The T&Cs must be accepted; the same applies to any subsequent amendments thereto.

2. The T&Cs are typically accepted by being included in an offer and subsequently in the Contract, either as an annex or by reference in the offer and/or the Contract. Where the T&Cs are incorporated by reference, the Client must be made aware of them in advance. In such case, the T&Cs are published on the Provider's website.

3. Where the Contract is concluded (or a binding order is confirmed) by electronic means, the T&Cs shall be incorporated by means of a clear hypertext link, provided that the content of such link is capable of being stored.

Article 6

Relationship between the Contract and the Terms and Conditions

Any provisions of the Contract that deviate from these T&Cs shall prevail.

Article 7

Provision of Performance

1. The Provider shall provide the Client with the Performance defined in the Contract.

2. Any Client requests to extend the Performance beyond the subject matter or scope of Performance agreed in the Contract shall be performed on the basis of the Provider's applicable hourly or man-day rates

3. Performance shall be provided during the Provider's business hours, unless otherwise agreed in the Contract.

4. Ownership of the Performance shall pass to the Client, where the nature of the Performance permits, upon full payment of the agreed remuneration, unless otherwise agreed in writing in the Contract. However, where the Performance includes third-party software, ownership of such software shall not pass to the Client. The Client and all users shall have a non-exclusive right to use such software in accordance with the terms set by the holder of the relevant economic copyright. Where such rights are held by a third party, the Provider shall, prior to delivery of the Performance, obtain the necessary licences from such third party in order to fulfil its obligations under the Contract.

Article 8

Scope, Place, and Time of Performance

1. The nature of the Performance is typically determined by selecting between the Fixed Time, Fixed Price (FTFP) model and the Time and Materials (T&M) model.

2. The Place of Performance shall generally be the Provider's principal place of business or other premises, unless otherwise agreed in the Contract.

3. The Provider performs within the Client's systems by means of remote access and connection; the Place of Performance shall be the location from which such remote access and connection are carried out, unless otherwise agreed for a specific case.

4. The Time for Performance shall be determined, depending on the nature of the Performance, either directly in the Contract or in a Performance Schedule, which forms an annex to and an integral part of the Contract.

Article 9

Obligation of Provider

1. The Provider shall provide the Performance, including performing the Work, providing Services, and/or delivering a Work Result:

- a) in accordance with applicable laws and regulations;
- b) in accordance with industry technical and other standards and parameters specified in the Contract;
- c) free from defects and deficiencies and free from third-party rights;
- d) at the Time for Performance and at the Place of Performance agreed in the Contract at the Time for Performance and at the Place of Performance agreed in the Contract;
- e) in accordance with the specifications and parameters set out in the relevant documentation;
- f) in accordance with the Client's instructions, where agreed;

- g) so as to be fit for the purposes agreed in the Contract or, where no such purposes have been agreed or communicated by the Client, for the purposes for which such Performance is ordinarily used.
- 2. The Provider shall promptly notify the Client, in writing or by email, of any insufficient documentation, deficiencies in the assignment, ambiguities in the specifications or parameters of the Performance, or similar issues, so that the Client may remedy them promptly.
- 3. The Provider shall grant the Client a reasonable period to review the Performance prior to its acceptance or, where the Performance is provided on a time and materials basis, prior to confirmation of the Performance Report.

Article 10 Obligation of Client

- 1. The Client shall provide the Provider with all necessary identification and invoicing details. During the term of the contractual relationship, the Client shall notify the Provider without undue delay of any changes to such details.
- 2. During the Performance, the Client shall provide all necessary cooperation, in particular by:
 - a) Providing all required materials as requested within the shortest reasonably achievable time, but no later than three (3) working days from the request for such cooperation. Where the Client is in delay in providing such materials, the Time for Performance may be extended by at least the duration of such delay. A brief written record shall be made of the handover of materials.
 - b) Informing the other party and ensuring its cooperation.
 - c) Promptly notifying any changes in the assignment or required parameters arising during the Performance. Where such changes are material, the Contracting Parties may agree on an adjustment to the remuneration and the Time for Performance.
- 3. The Client shall inspect and review the Performance, in particular by verifying quantity, quality, compliance with specifications, parameters, and criteria, and by notifying any apparent defects.
- 4. The Client shall, without undue delay, accept completed Performance that is free from defects and deficiencies and from third-party rights, performed at the agreed Time for Performance and Place of Performance, and reviewed in accordance with the preceding paragraph.
- 5. The Client shall pay the remuneration for the Performance as agreed in the Contract, in accordance with the agreed payment terms.
- 6. In particular, the Client shall:
 - a) use the Performance only in a manner consistent with its intended purpose, applicable laws, these T&Cs, the Contract, and the Provider's instructions;
 - b) respect and protect the rights and legitimate interests of the Provider and third parties, and refrain from disseminating information that is contrary to applicable laws, these T&Cs, good morals, or commercial practices;

- c) without undue delay, and no later than twenty-five (25) calendar days from the day following delivery of the invoice for the Performance, notify any incorrect invoicing or defective Performance. Any complaint must be made in writing and must include a description of the defect. The Provider shall handle such complaint within thirty (30) calendar days.
- 7. A complaint regarding the correctness of invoicing shall not have a suspensive effect, and the Client shall pay the invoiced amount by the due date. Following a justified complaint, settlement with the Client shall be made by:
 - a) set-off of the Provider's receivable against a due obligation of the Client
 - b) issue of a corrective tax document (credit note) issue of a corrective tax document (credit note).

Article 11 Delivery and Acceptance of Performance

- 1. Delivery and acceptance of the Performance shall take place in a manner corresponding to the nature of the Performance:
 - a) delivery and acceptance of Performance consisting of Work or a Work Result shall take place by publication on an agreed server or by physical handover of the tangible medium to the Client
 - b) delivery and acceptance of the performance provided on a time and materials basis shall take place by submission and approval of the Performance Report
 - c) delivery and acceptance of Performance defined by the lapse of an agreed period shall take place upon expiry of such period, unless the Performance has been subject to a complaint during that period or has been renewed for a further period.
- 2. A brief Handover Protocol signed by authorized representatives of the Contracting Parties shall be prepared in respect of delivery and acceptance of Performance under paragraph 1(a).
- 3. The outcome of the assessment of the Performance under paragraph 1(a) by the receiving party shall be recorded in the Handover Protocol using one of the following statements
 - a) accepted or
 - b) accepted with reservations (any substantive or formal reservations must be expressly stated in the Handover Protocol, including the required method and deadline for remedy) or
 - c) not accepted (where the Client refuses acceptance, it shall state explicitly in the Handover Protocol the reasons for such refusal).
- 4. Where the Client validly refuses to accept the Performance, the delivering party shall remedy the reservations stated in the Handover Protocol within fourteen (14) calendar days. Following the remedy, a new delivery shall take place at an agreed time. The Client shall be entitled to a maximum of two (2) rounds of comments within the delivery and acceptance process.
- 5. Where the Client refuses to accept the Performance without a valid reason, the provisions of the preceding paragraph shall apply accordingly, and the Performance shall be deemed accepted.
- 6. No Handover Protocol shall be prepared for Performance under paragraph 1(b) and (c).
- 7. Unless otherwise agreed in the Contract, the Client shall, in respect of Performance under paragraph 1(b) and (c), tolerate:
 - a) temporary interruption of the provision of the Performance for the necessary period for

- maintenance and repairs of technical equipment
 - b) suspension or limitation of the provision of the Performance where such provision is prevented or restricted by an objectively unavoidable event which could not have been foreseen or prevented
 - c) temporary interruption or limitation of the Performance to the necessary extent without prior notice, where the Performance is used in breach of these T&Cs and/or the Contract and such use jeopardizes the operation of the system on which the Performance is provided or of third-party systems
 - d) suspension of the Performance where the remuneration under the Contract has not been paid
 - e) limitation or interruption of the Performance in other cases of breach of these T&Cs, the Contract, or applicable laws, even without prior notice or after expiry of a period granted to remedy such breach.
- 8. Where the Client commences actual use of the Performance (or any part thereof) prior to its formal delivery and acceptance, such Performance shall be deemed accepted without reservations. From the moment such use commences, the Performance shall be deemed free from defects and fully functional. Any subsequent complaints regarding apparent defects that could have been identified prior to such use shall be disregarded.

Article 12 Remuneration

- 1. The remuneration for the Performance (the "Remuneration") shall be agreed by the Contracting Parties as to its amount and currency, stated exclusive of VAT.
- 2. The Remuneration shall generally include all related costs reasonably incurred. The Remuneration does not include travel expenses or external costs.
- 3. The remuneration for additional Client requirements beyond the scope agreed in the Contract shall be determined by agreement of the Contracting Parties, based on the scope and complexity of the Performance and its functions and features, with reference to the Provider's price list reference to the Provider's price list.
- 4. Any change to the Remuneration may only be made by agreement of the Contracting Parties by way of an amendment to the Contract.

Article 13 Payment Terms

- 1. The Client shall pay the Remuneration for the Performance in accordance with the payment schedule agreed in the Contract.
- 2. The Client shall pay the Remuneration on the basis of an invoice containing the particulars required by applicable law, issued and delivered to the Client, as a rule, within three (3) calendar days of the relevant event specified in the Contract entitling the Provider to invoice.
- 3. The invoice shall be payable within fourteen (14) calendar days from the date of its delivery to the Client, unless otherwise agreed in the Contract.
- 4. Unless otherwise agreed in the Contract, invoices shall be issued by the Provider in electronic form only, in accordance with Section 26(2) and (3) of Act No. 235/2004 Coll., on Value Added Tax, as amended, and sent by email to the agreed email address (or addresses), or to the Client's data box in the form of a data message.

5. Payments shall be made by the Client by bank transfer to the Provider's current account specified in the heading of the Contract.
6. Where the Client pays the Remuneration through a payment service provider, its obligation shall be deemed fulfilled upon crediting the relevant amount to the account of the Provider's payment service provider specified in the Contract.
7. In the case of cross-border payments, the Client shall bear all bank charges so that the full amount for the Services provided is credited to the Provider's account.
8. Where the Client is in delay with payment of the Remuneration, default interest may be charged as agreed in the Contract, but not less than the statutory default interest under the Civil Code.
9. Any overpayments arising from incorrect or duplicate payments for the Performance shall be refunded to the Client if they exceed CZK 100 (one hundred Czech crowns) in each individual case.

Article 14 **Liability for Defects, Warranty**

1. The Provider shall be liable for defects in the Performance which exist at the time of acceptance by the Client, even if such defects become apparent only. The Provider shall also be liable for defects arising thereafter if caused by a breach of its obligations. Any defect caused by the Provider and duly notified shall be remedied at the Provider's expense.
2. Where the Client requests investigation and remediation of a defect and, following analysis, it is determined that no breach of the Provider's obligations has occurred and that the defect is therefore not covered by warranty, the time spent on such analysis and remediation shall be invoiced to the Client. The Client shall pay such invoiced amount.
3. A defect in the Performance shall not include any error arising from incorrect materials provided by the Client.
4. Where the Performance is defective, the Client shall be entitled to require rectification by repair where the defect is remediable, or otherwise by replacement Performance.
5. Where defects are not remedied in the manner requested by the Client within a reasonable additional period, or where the Client is notified that such defects will not be remedied, or where the defects are irremediable, the Client shall be entitled to withdraw from the Contract or to require a reasonable reduction in the Remuneration.
6. The Provider warrants that the Performance complies with the specification, the Contract (including all specifications and criteria), and related documentation, and that it has the required or customary characteristics. Where no such specifications exist, the Performance shall comply with generally accepted practices and standards and be fit for its intended purpose. The Provider further warrants that the Performance shall retain its agreed functionality, characteristics, and performance throughout the warranty period.
7. The warranty period, where applicable, having regard to the nature of the Performance, shall be three (3) months and shall commence on the calendar day following acceptance of the Performance by the Client.
8. The warranty shall not apply where a defect in the Performance:
 - a) has been caused by unauthorised and/or unprofessional interference by the Client or by a third party not involved in the provision of the Performance under this Contract,

- b) has been caused by modifications made by the Client in breach of this Contract,
- c) has been caused by the Client's failure to carry out prescribed maintenance or to follow required procedures.

Article 15 **Penalties**

1. Where the Performance is not provided within the agreed Time for Performance, without prejudice to any other rights available to the Contracting Parties, the affected Contracting Party shall be entitled to:
 - a) claim default interest or a contractual penalty as agreed in the Contract;
 - b) refuse any subsequent Performance which the other Contracting Party attempts to provide;
 - c) claim that no Remuneration be charged, or that a discount be granted, for the period during which the Performance was temporarily withheld due to non-payment of the Remuneration;
 - d) claim reimbursement from the other Contracting Party of expenses reasonably incurred in causal connection with the Performance;
 - e) claim compensation for further costs, losses or expenses incurred by the affected Contracting Party which can 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 16 **Compensation for Non-Material and Material Damage**

1. Where required by the circumstances of the case, each Contracting Party shall act in such a way as to prevent unjustified damage to the property of the other Contracting Party. In fulfilling this duty of prevention, the Contracting Parties shall, in particular, respect each other's assignments, instructions, and recommendations relevant to the Performance of the Contract.
2. Damage shall be remedied by restoration to the previous state. Where such restoration is not reasonably possible, or where the damage shall be compensated in monetary form by the other Contracting Party, so requested.
3. Non-material damage shall be remedied by appropriate satisfaction. Such satisfaction shall be provided in monetary form unless another form ensures actual and sufficiently effective remedy of the damage caused.
4. Only actual material damage shall be compensated; loss of profit shall not be recoverable.
5. The total liability for damages shall be limited to the total Remuneration for the Performance provided. This limitation shall apply to all damages arising under the Contract.
6. Neither Contracting Party shall be liable for material damage caused by the other Contracting Party's delay in performing its own obligations.
7. Neither Contracting Party shall be liable for delay or material damage caused by the unsuitable nature of any instructions, materials or cooperation provided by the other Contracting Party, provided that the receiving Party could, with due professional care, have identified such unsuitability and notified the providing Party, in particular where the providing Party insists on continuing the Performance using such unsuitable instructions, materials, or cooperation.

8. Compensation for damage and the obligation to compensate for damage in matters not governed by these T&Cs or the Contract shall be governed by the provisions of Part Four, Title III of the Civil Code, Title III of the Civil Code.

Article 17 **Protection of Non-public Information**

1. The Contracting Parties shall ensure the protection of any non-public information obtained or shared, in a manner customary for the protection of such information, unless expressly agreed otherwise. This obligation shall survive termination of the Contract.
2. Both Contracting Parties may use non-public information only to the extent and under the conditions necessary for the proper performance of their rights and obligations under the Contract.
3. Non-public information shall, regardless of the form in which it is recorded, mean all information that has not been designated as public by either Contracting Party and that relates to the Contract and its subject matter, including, in particular, information on the rights and obligations of the Contracting Parties, information relating to either Contracting Party (including their activities, structure, financial results and know-how), and information subject to a specific confidentiality requirement under applicable law (including trade secrets, business secrets, state secrets, banking secrecy and official secrecy).
4. Non-public information subject to a specific statutory confidentiality regime (including trade secrets, banking secrecy, state secrets, official secrecy, etc.) and information placed under such a requirement by a decision of a public authority shall be subject to protection.
5. Information that is generally known (so-called public knowledge) or that has become publicly available independently of the will or actions of the Client or the Provider shall not be considered non-public information.
6. Information subject to confidentiality shall not be disclosed to any third party without the prior written consent of the other Contracting Party, except where such disclosure is required by applicable law or by a decision of a public authority.

Article 18 **Protection of Personal Data; Processing**

1. The Contracting Parties shall take all necessary measures and create the necessary conditions to ensure, by appropriate technical and organizational means, an adequate level of protection of the personal data they process, in particular by ensuring that such data is not subject to unauthorized or accidental access, alteration, destruction or loss, unauthorized transmission or interception, unauthorized processing or any other misuse, and by ensuring such protection to an adequate extent and in a proper manner, in particular by storing all personal data, whether in physical form or on removable or portable data media, securely under lock and out of reach of third parties, and by securing the software used to process personal data by means of access passwords (e.g. at BIOS or operating system level, or by encryption of the relevant network service)
2. Each Contracting Party shall be liable for any breach of obligations imposed on it by applicable laws in connection with the processing of personal data, as well as for any damage caused thereby, and shall compensate such damage.
3. Where the subject matter of the Contract involves the processing of personal data by the Provider on behalf of the Client, the Contracting Parties shall enter into a separate data processing agreement into a separate data processing agreement.

Article 19 Intellectual Property

1. Where, in the course of performing its obligations under the Contract, the Provider creates a Work within the meaning of the Copyright Act, all economic rights in such Work shall vest in the Provider, and the Provider shall be entitled to exercise all such rights in its own name and on its own account.
2. All intellectual property rights in software, documentation, graphics, know-how, and other outputs provided as part of the Performance shall belong exclusively to the Provider or its subcontractors. The conclusion of the Contract shall not result in any transfer of such rights to the Client, unless expressly agreed otherwise in writing in the Contract.
3. The Provider shall grant the Client a non-exclusive licence, limited in scope, territory and duration, to use the Work solely for its internal purposes and in accordance with the purpose of the Contract. The right to use the Work shall arise only upon full payment of the Remuneration for the relevant Performance.
4. Without the Provider's prior written consent, the Client shall not be entitled to:
 - a) grant sublicences to third parties
 - b) copy, modify, decompile, or reverse engineer the Work
 - c) use the Work to create a competing product
 - d) in projects carried out on a Time and Materials basis, interim outputs shall be protected by copyright from the moment of their creation; however, the right to their commercial use shall pass to the Client only upon payment of the relevant invoice.
5. Where the Performance includes works of third parties (e.g. open-source libraries or standard software), their use shall be governed by the licence terms of such third parties. The right to use third-party software (so-called external costs) shall typically be governed by additional provisions of the Contract, depending on the specific circumstances.

6. The specification and detailed regulation of licences shall be set out in an implementing contract (order) shall be set out in an implementing contract (order).

Article 20 Service of Notice

1. All communications shall be sent and delivered primarily by electronic mail to the address of the relevant Contracting Party specified in the Contract or to such other address as that Contracting Party may notify in writing to the other Contracting Party for this purpose.
2. Communications sent by electronic mail shall not require express written acknowledgement by the receiving Party. An electronic read receipt shall be deemed confirmation of receipt of the communication. Communications signed electronically shall be deemed to satisfy the requirement of written form, unless otherwise agreed by the Contracting Parties.
3. In case of doubt, it shall be presumed, unless proven otherwise, that a communication has been delivered on the third (3rd) calendar day following its dispatch. The burden of proof regarding the date of dispatch shall lie with the sender.

Article 21 Severability

If any provision of the Contract is or becomes invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of the Contract, which shall remain in full force and effect, and the Contracting Parties undertake to replace the invalid or unenforceable provision by agreement with a valid and enforceable provision which most closely reflects the original economic intent of the invalid or unenforceable provision; until such replacement is agreed, the applicable provisions of Czech law shall apply.

Article 22 Force Majeure

1. Neither Contracting Party shall be liable for any delay or material damage caused by circumstances excluding liability.

2. The Contracting Parties shall use their best efforts to prevent and overcome circumstances excluding liability.

3. Each Contracting Party shall notify the other Contracting Party without undue delay of the occurrence of any circumstance excluding liability shall notify the other Contracting Party without undue delay of the occurrence of any circumstance excluding liability.

Article 23 Dispute Resolution

1. The Contracting Parties shall endeavour to resolve all disputes arising out of legal relationships established by the Contract, to which these T&Cs are attached, amicably.
2. If a dispute cannot be resolved amicably, either Contracting Party shall be entitled to submit its claim to the competent court jurisdiction.

Article 24 Governing Law

1. For contractual relationships involving an international element, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. The contractual relationships arising out of or in connection with the Contract and these T&Cs shall be governed by the laws of the Czech Republic, excluding its conflict of laws rules these T&Cs shall be governed by the laws of the Czech Republic, excluding its conflict of laws rules.

Article 25 Validity and Effectiveness of the T&C

These T&Cs shall enter into force and effect on **May 1st 2026**.