

GENERAL BUSINESS TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

I. INTRODUCTORY PROVISIONS

1.1. These General Business Terms and Conditions for Purchase of Goods and Services (hereinafter referred to as the "GBT") are issued by the company FORTUNA GAME, a.s., having its registered office at Italská 2584/69, 120 00 Prague 2, Czech Republic, ID No. 430 03 575, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 944 (hereinafter referred to as "Fortuna") and regulate the rights and duties of Fortuna as the Client, of the one part, and the Supplier, of the other part, and form an integral part of the contract (as its annex) entered into upon the acceptance of the Client's offer by the Supplier (hereinafter referred to as the "Contract"). Unless the Contract expressly provides otherwise, the provisions of these GBT shall apply. For the avoidance of doubt, the Contracting Parties state that any acceptance of the Client's offer which contains a reference to the fact that these GBT apply is also considered to constitute the valid conclusion of the Contract, provided that the entitled Contracting Party does not refuse such acceptance of the offer which contains a reference to the fact that these GBT apply within a maximum of three (3) business days of having received the offer.

1.2 The terms used in these GBT that will start with a capital letter shall have the meaning assigned to them in Article 14.3 of these GBT.

1.3 For the avoidance of doubt, any business terms proposed by the Supplier that are at variance with these GBT and that, as the case may be, could be attached to the offer of a contract between the Client and the Supplier will not apply unless the Client and the Supplier agree otherwise.

II. PRICE AND ITS DUE DATE

2.1 The Price will be paid by cashless transfer to the Supplier's account, based on tax documents issued by the Supplier and delivered to the Client. Account details will be provided by the Supplier prior any tax document issue. Due date is thirty (60) days following delivery of a tax document to the Client, unless the Contract provides otherwise. For the avoidance of doubt, the Contracting Parties declare that the price agreed upon between the Client and the Supplier is the final price and is inclusive of all additional costs that may arise to the Supplier and items invoiced by the Supplier. In the event when the price is not a final one, the amount of the costs shall be transparently indicated in the offer of the Supplier.

2.2 Tax documents issued by the Supplier shall comply with all requisites of a tax document in accordance with the applicable legal regulations valid in the territory of the Czech Republic and shall contain at least the following data:

- a) Contract number or Order number;
- b) description of invoiced Performance, extent, unit and total invoiced Price; and

a copy of the Acceptance Record shall be attached to them as an annex.

2.3 In the event a tax document is not issued in accordance with the Contract/GBT, the Client may send it back to the Supplier without defaulting on the payment of the Price. The due date for the payment of an amount in accordance with a tax document shall start to run again from the day of receipt of the supplemented/corrected tax document to the Client.

2.4 The Price, the same as any other monetary amounts specified in the Contract, is specified excluding VAT. In accordance with the applicable regulations, VAT will be added to the Price in an amount valid as of the day of taxable supply. The Client is not obliged to pay any payments to the other banking account than those one established by the bank for the Supplier's benefit and which is published by the tax administrator in the manner allowing its remote access.

2.5 In the event when the Supplier is not a Czech tax resident, it shall provide the Client without undue delay and pursuant to the Client's request with the up-to-date fiscal residency certificate. Supplier shall in addition, provide the Client with the up-to-date fiscal residency certificate in any subsequent calendar year of the Contract term, provided that the Performance lasts more than one year.

2.6 If the Performance under this GBT is a subject to a deduction or withholding tax, as required by law, the Client shall make such deduction and pursuant to the Supplier's request, provide the Supplier with the official confirmation about the amount of such tax deduction/withholding for relevant fiscal period.

III. PROVISION OF PERFORMANCE

3.1 The Supplier shall provide Performance to the Client in a due and timely manner as of the day or by the deadline specified in the Contract. If the exact time of performance has not been agreed upon or has not been otherwise determined, the Supplier shall inform the Client in writing in advance and agree on an exact time of delivery of Performance with the Client. The Supplier shall provide Performance in the quality determined by law or ensuing from the nature of Performance. Together with Performance, the Supplier shall obtain and hand over to the Client any attestations, certificates and similar documents (or copies thereof) evidencing that Performance has the requisite features.

3.2 The Supplier shall provide Performance to the Client at the place determined in the Contract. If the place of performance cannot be ascertained from the Contract, the Supplier will provide Performance at the Client's registered office.

3.3 If the Client's assistance is necessary for the provision of Performance, the Supplier may ask the Client for assistance by informing the Client in writing before the delivery of Performance of

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how and within what reasonable time limit the Client should provide assistance to the Supplier. If the time limit for the provision of assistance lapses to no effect, the Supplier shall notify the relevant contact person of the Client agreed between the Contracting Parties of this fact in writing without undue delay and once again invite the Client to fulfil its duty.

3.4 The Contracting Parties will draw up an Acceptance Record on the provision of Performance. The moment of signature of the Acceptance Record confirming the acceptance of the entire, due and timely Performance by the Client shall be regarded as the moment of provision of Performance.

3.5 Before the deadline for the provision of Performance stipulated in the Contract, the Client is also entitled, at its discretion, to accept, at the Supplier's request, a part of the Performance only. If it does so, it shall mark such fact in the Acceptance Record. In the event of partial performance, the Supplier shall provide the remaining part of Performance by the deadline stipulated by the Contract. The price will be paid after Performance has been provided to the Client in full, unless the Contracting Parties agree that the Client is obliged to pay a Partial Price for partial Performance. For the avoidance of doubts, the Contracting Parties, in the event of partial performance by the Supplier, expressly exclude the application of the provision of Section 1930, par. 2, first sentence, of the New Civil Code.

3.6 The Supplier shall promptly inform the Client of any fact that could cause a delay in the provision of Performance or part thereof. Compliance with such duty does not limit the Supplier's liability for delay in the provision of Performance.

3.7 If any documents relate to Performance, the Supplier shall hand them over to the Client no later than the day of the provision of Performance or any part thereof. The Supplier shall hand over documents made in a foreign language both in the original and in their translation into Czech, unless the Client informs the Supplier that it does not require their translation.

3.8 The Supplier is entitled to authorise a third party to perform the obligations under the Contract only with the Client's prior written consent. The Client may withdraw its consent to the obligations under the Contract being performed by a third party at any time, without specifying the reason for doing so. At the Client's written request, the Supplier shall submit the contract entered into between the Supplier and the third party entrusted with the performance of the obligations under the Contract to the Client in a version that does not contain information that is the subject of a commercial agreement or trade secret of the parties.

3.9 If the Supplier uses a third party to perform the obligations under the Contract with the Client's consent, it undertakes that such third party will fully perform the obligations resulting for the Supplier from the Contract, from these GBT and from the generally binding legislation, and the Supplier is liable for the third party's performance. The Supplier shall compensate any damage caused to the Client by a third party entrusted with the performance of the obligations under the Contract as if it were caused by the Supplier.

3.10 Performance shall be provided without any defects, whether actual or legal, in accordance with all legislation, technical requirements and technical and safety standards that apply to the provision of Performance, both binding and recommended standards. All tangible elements of Performance shall be new, unused, undamaged and made from quality materials. Tangible elements of Performance must be able to achieve a permanently standard

performance in accordance with the properties and quality set forth in the Contract and must fully meet the purpose for which they were supplied as a part of Performance. Tangible and intangible things forming part of Performance may not be burdened by legal defects, e.g. liens.

3.11. Where Performance consists of movable assets, the Supplier undertakes to ensure the continuous supply of spare parts to the Client at market prices for a period of two (2) years following the date of the provision of Performance. A warranty shall apply to the quality of the spare parts with the necessary modifications as set out in paragraph 5.2 below.

IV. PASSAGE OF RIGHTS AND RISK OF DAMAGE

4.1 The ownership right to tangible elements of Performance and the risk of damage to tangible elements of Performance shall pass to the Client upon their acceptance.

V. LIABILITY FOR DEFECTS IN PERFORMANCE

5.1 The Supplier is liable for defects in Performance provided. The signature of the Acceptance Record by the Client does not release the Supplier from its liability for defects in Performance specified in the Acceptance Record and for defects the Performance has at the moment of its acceptance by the Client even though such defects were not ascertained by the Client prior to the signature of the Acceptance Record.

5.2. Pursuant to Section 2113 of the New Civil Code, the Supplier shall provide the Client with a warranty over the quality of the Performance provided, warranting that Performance as well as all its parts and components will be fit for use for all usual purposes and will maintain the usual qualities throughout the warranty period. The warranty period shall begin on the date on which Performance is accepted by the Client without any defect and shall last for 24 months (hereinafter referred to as the "**Warranty**"). The Supplier is liable for any defects (both hidden and legal) of Performance upon its hand-over to the Client and for those that appear in Performance during the warranty period specified in the Warranty.

5.3 The Client shall notify the Supplier of defects in Performance no later than sixty (60) days after they have been ascertained. Regardless of other duties of the Supplier, the Supplier shall, in the

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event of the occurrence of defects in Performance, take such measures as to avert the risk of damage to the Client. Making a claim due to liability for defects in Performance shall not affect the Client's entitlement to full compensation for damage. In order to remove any doubts, the Contracting Parties expressly agree that the provisions of Section 1921, Section 1924, second sentence, and Section 1965 of the New Civil Code shall not apply.

5.4 In the event of the occurrence of defects in Performance, the Client has the right (at its discretion):

- a) to suspend the acceptance of provided (defective) Performance and stipulate a new date for the proper provision thereof;
- b) to request the repeated (proper) provision of Performance, correct or supplementation of Performance;
- c) to request a reasonable discount on the Price; or
- d) to withdraw from the Contract.

The choice among such claims is left to the Client, provided the Client notifies the Supplier thereof in a notification of defects in the Performance sent.

5.5 The Supplier shall provide Performance to the Client repeatedly or, where appropriate, it shall correct or supplement Performance by the reasonable deadline stipulated by the Client, though no later than 30 calendar days after the date on which the Client has informed the Supplier of defects in Performance. If the Supplier fails to provide Performance by such deadline repeatedly (properly) instead of the previous defective Performance, or, if the Supplier fails to correct or supplement the Performance, or if the Supplier informs the Client before the expiry of such deadline that it will not provide Performance repeatedly or, where appropriate, it will not correct or supplement Performance, the Client may withdraw from the Contract or request a reasonable discount on the Price. The Client is also entitled to arrange, in such case, the repeated provision of Performance, or, where appropriate, to correct or supplement Provision through another competent person, where the Supplier shall reimburse the Client for all costs arising therefrom without undue delay after delivery of the Client's request for the payment thereof.

5.6 If the Client makes a claim for a reasonable discount on the Price, the Client shall propose to the Supplier in writing an amount of the discount as it sees fit, and the Supplier shall, within five (5) days of the delivery of a proposal for the amount of the discount, confirm or reject such discount. If the amount of the discount is not rejected by the aforementioned deadline, the Contracting Parties agree that the discount will be provided in the amount proposed by the Client. In the event that the Contracting Parties do not agree on the amount of a discount on the Price, the Client may (i) withdraw from the Contract, (ii) request the repeated provision of Performance or, where appropriate, correct or supplement Performance, or (iii) request that the amount of the discount be determined by an expert selected by the Client from the list of experts maintained by the regional/municipal court with jurisdiction in accordance with the Client's registered office. The Client and Supplier will regard a discount determined by an expert as binding and unchangeable. The Supplier shall bear the costs of the expert. In order to remove any doubts, the Contracting Parties expressly agree that the provision of Section 1749, par. 1, of the New Civil Code shall not apply to the determination of the amount of a discount by an

expert.

5.7 If the Client pays the Price before exercising the rights due to liability for defects in Performance, the Client may request its return up to the amount of the discount or, in the event of withdrawal from the Contract, in full, together with interest, as the case may be, in an amount in accordance with the applicable legislation.

5.8 If the Price is not paid in full by the time the Client exercises the rights due to liability for defects, the Client is not obliged to pay the Price or an unpaid part thereof until the resolution of the Client's objections.

5.9 If either Contracting Party is prevented from performing its contractual duties due to an extraordinary, unforeseeable and insurmountable obstacle, created independently of its will in accordance with the provision of Section 2913, par. 2, of the New Civil Code, the deadlines for the performance of duties stipulated for the Contracting Parties by the Contract shall be extended by the period for which the obstacle lasted. The Supplier shall promptly inform the Client of the creation and end of such obstacle and document such obstacle to the Client. As soon as the obstacle stops having effect, the Supplier undertakes to make every effort leading to the achievement of the purpose of the Contract and to ensure compliance with duties under the Contract without undue delay.

VI. SETTING OFF

6.1 The Client is entitled to set off any of its receivables, even if it is not yet due, from any receivable of the Supplier, even if it is not yet due, that the Supplier has from the Client. The Supplier is entitled to unilaterally set off its due or not-yet-due receivables from the Client only with the Client's prior written consent.

VII. INSURANCE

7.1 Unless agreed otherwise in the Contract, the Supplier shall, throughout the duration of the Contract, have insurance agreed against liability for damages in such a manner that performance under such insurance covers any damages caused to the Client in connection with the Contract by the Supplier or a person for whom the Supplier is liable. The Supplier shall, based on a written request of the Client, submit to the Client an insurance contract, including the insurer's confirmation of payment of insurance premiums by the Supplier. The Supplier undertakes to keep the insurance valid from the date of signature of the Contract until the expiry of the guarantee period in accordance with the Contract.

VIII. INTELLECTUAL PROPERTY

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8.1 The Supplier guarantees that the provision of Performance to the Client or the use of the subject of Performance intended by the Client will not violate any rights under any Czech or foreign trademark, patent, utility model, copyright or any other intellectual property right of any third party.

8.2 All information, tangibly recorded in any way, in particular commission, descriptions, plans, samples and preparations, handed over or made available by the Client to the Supplier in connection with the Contract, shall remain the sole property of the Client, and the Supplier undertakes: (i) to care for and protect them from destruction and damage, (ii) to use them solely for the performance of its duties in accordance with the Contract, (iii) not to enable access thereto to third parties, and (iv) to protect them as Confidential Information. If the subjects of protection in accordance with the previous sentence were handed over to the Supplier by the Client in connection with the Contract, the subjects of protection shall remain the sole property of the Client and the Supplier is not entitled to perform registration of such items of protection on its behalf, including without limitation, registration as a patent, industrial design or utility model.

8.3 If the Performance or a part thereof is a copyrighted work, artistic performance or is otherwise subject to protection in accordance with the Copyright Act (hereinafter the "Subject of Protection"), and unless provided in the Contract otherwise, the Supplier hereby grants the Client the authorisation to exercise the right to use the Subject of Protection, including any documents provided together with the Subject of Protection, in all lawful manners, including the right of the Client or any third party to which Performance is further provided to change or modify the Subject of Protection (hereinafter the "Licence") where the Licence will apply to all manners of use of the Subject of Protection including the changes thereof, it will be provided with no limitation in time (perpetual) and territorial terms and will entitle the Client to provide the rights under the Licence to any third party (sublicence). The Supplier is liable to the Client that it is entitled to grant the Licence as described above to the Client and that the Subject of Protection is free from any third party rights. The Supplier hereby provides the Client with its consent with assign/transfer of the License to any third party, at client's own discretion. The Supplier declares that the Licence has been granted with the consent of all authors of the Subject of Protection. The Client is not obliged to use the Licence.

8.4 If the Performance or any part thereof is protected as know-how (hereinafter "Know-how"), regardless of the form of its perceivable expression and regardless of whether it is the content of a trade secret or Confidential Information, the Supplier hereby undertakes to ensure protection of Know-how in accordance with the applicable legislation and the Supplier, at the same time, hereby grants the Client an authorisation to use the Know-how (hereinafter the "Licence for Knowhow ") for any manner of use and without any territorial, time-related or other quantity limitations. The Licence for Know-how will entitle the Client to provide a right under the Licence for Know-how to any third party (sublicence). The Supplier is fully liable to the Client for any damages arising out of breaches of third party rights in connection with the Know-how. If a third party claims compensation for damage, the Supplier undertakes, without undue delay and at its own expense, to take all the necessary measures to protect the exercise of the

Client's rights.

8.5 For the avoidance of doubt, it is expressly stated that the fee and reimbursement of any related expenses for the Supplier's activities on the basis of the Contract as well as fee for granting the Licence and Licence for Know-how in accordance with this Article VIII. of the GBT is included in the Price.

IX. DECLARATIONS OF THE SUPPLIER

9.1 The Supplier declares and confirms that:

- a) it is entitled to conclude the Contract and perform its duties resulting from the Contract;
- b) it has the requisite professional qualifications to fulfil all its obligations under the Contract and the Performance provided by it complies with all requirements arising from the legislation in force which applies to Performance, and was made in the highest available quality by professional and experienced personnel with due care;
- c) on the Supplier's part there is no requirement for a consent to conclude the Contract or to perform the Supplier's obligations resulting therefrom, for the granting of an exemption, approvals, declarations or permissions of any third party or body, or they have been obtained;
- d) the conclusion of the Contract by the Supplier is not (i) a breach of any duty resulting from the valid legislation in any legal order that is binding on the Supplier, and/or (ii) a breach of any duty resulting from any contract to which the Supplier is a party, and/or (iii) in conflict with any requirement, decision or injunction of an administrative body or court, or arbitration award of arbitrators that is binding on the Supplier;
- e) the Supplier is not bankrupt or at risk of bankruptcy, as set out in Section 3 of the Insolvency Act. The following have not been filed against the Supplier: (i) an insolvency application; or (ii) an application for the implementation of a ruling, or a similar application in the relevant jurisdiction or in accordance with the previously valid Czech legislation, and to the best of the Supplier's knowledge there is no risk of such application;
- f) no application has been submitted and no decision has been taken by the relevant bodies of the Supplier or any court on the liquidation of the Supplier or any transformation of it in accordance with the Act on Transformations;
- g) to the best of the Supplier's knowledge, there are no and there is no risk of any court, administrative, arbitration, criminal or other proceedings or actions before any body of any jurisdiction

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that could, individually or in aggregate with other circumstances, influence in an unfavourable manner the Supplier's ability to meet its obligations in accordance with this Contract;

the Supplier will keep valid in all fundamental regards licences, rights to subjects of intellectual property (including, but not limited to, trademarks, patents, utility models, etc.), consents, permits and other authorisations required by the legislation for the provision of Performance in accordance with the Contract and there is no risk that the validity of such licence, consent, permit or authorisation would be terminated; Performance and its provision to the Client are not in conflict with any third party right to patent, trademark or other protection of intellectual property, the trade name or economic competition; it is not aware, even by exercising due professional care, of any obstacles concerning Performance, or the place or environment

of the Client that would prevent or make difficult the provision of Performance in the manner agreed in accordance with the Contract; immediately before the handover of Performance to the Client, it will be the sole owner of the tangible elements of Performance and in the same time limit it will not be contractually or statutorily limited in its disposal of the tangible elements of Performance, its acquisition legal titles for the tangible elements of Performance will be in the same time limit valid, effective and enforceable, and it will be entitled to transfer, without additional actions, ownership rights to the tangible elements of Performance to the Client, it will not conclude, regarding the tangible elements, any contract that would transfer to another person ownership or other rights to tangible elements of Performance, or an agreement on future contract containing an obligation for a future transfer of tangible elements of Performance;

immediately before the handover of Performance to the Client, tangible elements of Performance will not be burdened by liens, pre-emptive, rental or other third party rights, other easements or other restrictions;

no third party has made a claim as a consequence of which there could be a limitation on the Supplier's right to transfer tangible elements of Performance to the Client;

it is the holder of all the necessary authorisations and consents for handling personal data in accordance with the applicable legislation of the Czech Republic on the protection of personal data for the elements of Performance that contain personal data;

the Contract is a valid and legally binding obligation of the Supplier that is enforceable regarding the Supplier in accordance with the terms and conditions of the Contract; the Supplier duly fulfils its tax obligations and has no tax liabilities that could, alone or in combination with other

circumstances, adversely affect the Supplier's ability to fulfil its obligations under the Contract;

p) the Supplier is not an unreliable payer pursuant to Act No. 235/2004 Coll., on Value Added Tax, and no proceedings to declare the Supplier an unreliable payer are pending against it. If any such proceedings are instigated, the Supplier is obliged to inform the Client no later than three (3) days after the date on which it learns of such proceedings. Additionally, the Supplier is obliged to inform the Client that a decision has been issued declaring the Supplier an unreliable payer without delay, though no later than three (3) days following such decision becoming legally effective; In the event when the Supplier becomes declared as an unreliable payer pursuant to Act No. 235/2004 Coll., on Value Added Tax or pursuant to the own discretion of the Client, there is a reasonable ground for assuming that the Supplier will be declared as an unreliable payer, pursuant to Act No. 235/2004 Coll., on Value Added Tax, the Client is not obliged to pay any payments related to VAT until the day (including) when the tax administrator declares that it is not an unreliable payer pursuant to Act No. 235/2004 Coll., on Value Added Tax.

q) the Supplier is not aware of any fact, circumstance or event that would have as a consequence or could have as a consequence the absolute or relevant invalidity of the Contract; and

r) the Supplier is entitled to ensure and grant all rights specified in Article VIII. of the GBT to the Client.

X. CONFIDENTIAL INFORMATION AND PERSONAL DATA

10.1 The Supplier undertakes to maintain confidentiality about Confidential Information. If the Contracting Parties have entered into a separate non-disclosure agreement that defines their mutual rights and obligations in relation to the protection of Confidential Information, any derogating provisions contained in such a nondisclosure agreement shall prevail over the text of these GBT.

10.2 The Supplier undertakes that it will not disclose or make available Confidential Information to third parties and will not use it for itself or for a third party for any purpose other than for which this Contract is concluded. The Supplier shall keep Confidential Information secret and disclose it solely to employees or subcontractors who are authorised to perform the Contract and for this purpose they are authorised to familiarise themselves with the information to the necessary extent. The Supplier undertakes to ensure that such persons will regard the aforementioned information as confidential and maintain confidentiality about it at least to the extent stipulated in these GBT.

10.3 The prohibition against making Confidential Information available does not apply to information that:

- a) can be disclosed on the basis of the valid legislation without breaching the Contract;

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- b) was exempted from the relevant limitations by a written consent of the Client;
- c) is public information or became public information other than as a consequence of a breach of duty by the Supplier;
- d) is requested by a court, public prosecutor's office or relevant administrative body based on the law; or
- e) the Supplier communicates it to a person bound by a statutory duty of confidentiality (e.g. an attorney or tax advisor) for the purpose of exercising its rights.

10.4 The duty of confidentiality continues in effect without a time limit regardless of the termination of the Contract's effect, until the time the Confidential Information becomes generally known, provided it does not become so due to a breach of duty of confidentiality by the Supplier, but for no less than three (3) years after the termination of the Contract's effect.

10.5 The Supplier shall not hand over personal data to the Client as a part of Performance. In the event Performance includes the handing over of personal data subject to protection in accordance with the applicable legislation on the protection of personal data, the Supplier shall notify the Client of this fact in writing in advance and the Client is entitled, at its discretion, to refuse to take over the personal data.

10.6 In the event the Supplier, as a part of the provision of Performance, handles personal data of the Client, its employees or contractual partners, it shall, in particular: (i) act in accordance with the applicable legislation (including entering into a processing agreement if this is required by the applicable legislation in consideration of the circumstances and the manner and extent to which personal data will be handled); (ii) handle personal data only to the necessary extent; (iii) protect personal data as Confidential Information, and (iv) immediately inform the Client of any suspicion or a fact that the rules for handling personal data have been breached. **10.7.** The Supplier is not, without the Client's prior written consent, entitled to publish information about co-operation with the Client, whether in the form of the disclosure of information, press statements, use in advertising, presentation, sales materials or in another manner.

XI. CONTRACTUAL PENALTIES AND REIMBURSEMENT OF DAMAGE

11.1 In the event of a breach of duties resulting from the Contract, the Supplier shall pay the Client the following contractual penalties:

- a) in the event of a delay by the Supplier in the provision of Performance in a proper and timely manner, the Supplier shall pay the Client a contractual penalty of 0.5% of the Price of not- provided or defective Performance for each day of delay in the proper provision of Performance;
- b) in the event there is a breach of a duty of the Supplier that entitles the Client to withdraw from the Contract, the Client is, without regard to the fact of whether it makes use of its right to withdraw from the Contract, entitled to bill the Supplier for a contractual penalty of 5% of the Price for each individual case of a breach of such duty;
- c) for each individual breach of a duty concerning the protection of Confidential Information the Client is entitled to request from the Supplier the payment of a contractual penalty of CZK 100,000 (in

words: one hundred thousand Czech koruna);

- d) in the event of a breach of a declaration or duty of the Supplier in accordance with paragraph 9.1 of the GBT, the Supplier shall pay the Client a contractual penalty of 0.5% of the Price for each individual breach;
- e) in the event of a breach of duties arising out of Article VIII. of the GBT, the Supplier shall pay the Client a contractual penalty of 0.5% of the Price for each individual breach.

11.2 The claiming of any contractual penalty shall not in any way prejudice the Client's right to compensation for damage arising to the whole extent of the damage caused. A contractual penalty is payable within thirty (30) calendar days of the day of delivery of the request for its payment. For the avoidance of any doubt, the Contracting Parties have expressly agreed that Section 2050 of the New Civil Code will not apply.

11.3 In the event of a delay by the Client in paying its monetary obligations arising out of the Contract, the Supplier is entitled to request the payment of late charges of 0.02% of the outstanding amount for each day of delay.

11.4 The Contracting Parties both declare that the amount of the contractual penalties specified in the Contract and in these GBT is reasonable having regard to the value and relevance of the secured obligations.

11.5 The Supplier will indemnify the Client for any harm, including non-material harm, or will release the Client from liability for any claims incurred directly or indirectly (including claims resulting from death, bodily injury or damage to health or property, including any indirect loss and consequential loss), costs, expenses and losses caused by defective Performance provided by the Supplier or any other breach of the duties arising from the Contract or law, irrespective of any fault by the Supplier, if permitted by law.

XII. TERMINATION OF CONTRACT

- 12.1** The Client is entitled to withdraw from the Contract in the event that:
- a) the Supplier is more than five (5) days late with the proper and timely provision of Performance in accordance with the Contract;
 - b) the quality of Performance (even partial) provided repeatedly, i.e. at least twice (2x), has a lower quality than contracted, if the quality is not contracted, then the usual quality;
 - c) the Supplier does not confirm an Order of the Client by the agreed term; and
 - d) the Supplier breaches any of the declarations specified in paragraph 9.1 of the GBT.

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12.2 The Supplier is entitled to withdraw from the Contract only in the event the Client is in default with the performance of its payment duty towards the Supplier for more than thirty (30) days and the Supplier notified the Client in advance of a breach of duties in writing, setting for the Client a deadline for correction of no less than fifteen (15) days and the Client has not remedied the breach by thus newly stipulated deadline.

12.3 Withdrawal from the Contract shall be made in writing and shall be delivered to the other Contracting Party without undue delay, though no later than three (3) months after the date on which the Contracting Party withdrawing from the Contract has learned of the reason for withdrawal. In the event of withdrawal from the Contract, the Contract terminates on the day of delivery of written withdrawal to the other Contracting Party. The Contracting Parties have agreed that in the event of withdrawal from the Contract by either Contracting Party, neither of the Contracting Parties shall be obliged to return to the other Contracting Party Performance or part thereof that was provided before withdrawal from the Contract. However, if partial performance of the Contract is of no relevance to the Client in the case of withdrawal from the Contract, each of the Contracting Parties shall, at the Client's request, return to the other Contracting Party the performance provided to it before the withdrawal from the Contract.

12.4 The Contracting Parties can agree on the termination of the Contract. An agreement on termination shall always be concluded in writing.

12.5 The Client is entitled to terminate the Contract concluded for a period longer than six (6) months for any reason, without giving a reason, with a notice period of three (3) months. The notice shall be in writing and shall be delivered to the Supplier. The notice period starts to run on the first day of the month following the day of delivery of the notice to the Supplier.

12.6 The Contracting Parties agree that even after the termination of the Contract in any manner whatsoever and for any reason whatsoever the provisions of the Contract and the GBT shall remain valid and effective, the purpose of which is to survive the Contract termination, including without limitation, the provision concerning liability for defects in Performance, Article VIII. of the GBT concerning intellectual property, Article X. concerning Confidential Information and personal data, and the provisions on contractual penalties and provisions on ownership of tangible elements of Performance or the authorisation to use Performance and reimbursement for damage.

XIII. ASSIGNMENT

13.1 The Supplier is not entitled to assign or transfer any of its rights or duties arising out of the Contract without the Client's prior written consent.

13.2 The Client is entitled to transfer rights and duties under the Contract or part thereof to a third party. The Supplier grants the Client its express consent for such transfer. The assignment of the Contract is effective regarding the Supplier upon delivery of notification of assignment of the Contract by the Client to the Supplier or at the moment when a third party proves the assignment of the Contract to the Supplier. The Client and Supplier have agreed that the provision of Section 1899 of the New Civil Code, stating that in the event of nonperformance of an assumed duty by an

assignee the Supplier can ask the Client to perform such duty instead of the assignee, shall not apply.

IV. DEFINITIONS

14.1 The definitions specified in paragraph 14.3 of the GBT shall apply mutatis mutandi both to the singular and plural of the defined terms.

14.2 Any reference to a law, act, articles of association, orders, rules, delegated powers or decisions is a reference to the law, act, articles of association, orders, rules, delegated powers or decisions, as amended or replaced at the decisive time and to the law, act, articles of association, orders, rules, delegated powers or decisions replacing or effective based thereon.

14.3 The Contracting Parties agree that the following terms, when used in these GBT and that start with a capital letter, shall have the following meanings:

- a) **"Acceptance Record"** means a record of the provision of Performance by the Supplier to the Client and of the acceptance of Performance by the Client from the Supplier, signed by the Contracting Parties;
- b) **"Copyright Act"** means Act No. 121/2000 Coll., the Copyright Act, as amended;
- c) **"Price"** means total monetary performance that the Client, under the conditions specified in the Contract, pays the Supplier for Performance provided properly and in time and includes any costs incurred by the Supplier in connection with the provision of Performance;
- d) **"Client"** means the company Fortuna;
- e) **"Partial Price"** means the price of part of Performance in accordance with a partial contract, in the event the Performance is delivered in parts;
- f) **"Supplier"** means a Contractual Party designated as such in the Contract;
- g) **"VAT"** means value added tax in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended;
- h) **"Confidential Information"** means all facts of a commercial, production or technical nature related to the performance of the Contract or disclosed or published otherwise by one Contracting Party to the other Contracting Party, that are not ordinarily available in the relevant business circles, are to be kept secret in accordance with the Client's will; for the avoidance of any doubt, it shall be understood that unless provided otherwise by the Client, any and all facts disclosed or published to the Supplier

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in connection with the Contract shall be considered Confidential Information;

- i) **"Insolvency Act"** means Act No. 182/2006 Coll., on Bankruptcy and Methods of Resolving It (the Insolvency Act), as amended;
- j) **"Know-how"** has the meaning specified in paragraph 8.3 of the GBT;
- k) **"Licence"** has the meaning specified in paragraph 8.2 of the GBT;
- l) **"Licence for Know-how"** has the meaning specified in paragraph 8.3 of the GBT;
- m) **"New Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended;
- n) **"Civil Procedure Code"** means Act No. 99/1963 Coll., Civil Procedure Code, as amended;
- o) **"Order"** means a written request of the Client for the provision of Performance or a part thereof;
- p) **"Business Day"** means any calendar day, with the exception of a Saturday, Sunday and public holiday in accordance with the valid legislation of the Czech Republic;
- q) **"Performance"** means the provision of goods, services or other activities the Supplier is obliged to provide to the Client in accordance with the Contract;
- r) **"Subject of Protection"** has the meaning specified in paragraph 8.2 of the GBT;
- s) **"Contract"** has the meaning specified in paragraph 1.1 of the GBT;
- t) **"Contracting Party"** means the Supplier or the Client and **"Contracting Parties"** means the Supplier and the Client jointly;
- u) **"GBT"** means these General Business Terms and Conditions for Purchase of Goods and Services issued by the Client;
- v) **"Act on Transformations"** means Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended.

XV. CONCLUDING PROVISIONS

15.1 The Supplier declares and confirms that it assumes the risk of a change to circumstances in accordance with Section 1765, par. 2, of the New Civil Code.

15.2. For the avoidance of any doubt, the Contracting Parties expressly declare and confirm that they are entrepreneurs, that they conclude the Contract while carrying out their business activities, that they consider the Contract to be an aleatory contract, and therefore that the provisions of the New Civil Code regarding a change of circumstances (Sections 1764 to 1766), lesion (Sections 1793 to 1795) and usury (Section 1796) will not apply to the obligations arising from the Contract. The Contracting Parties have further agreed that the provisions of Sections 557, 1799 and 1800 of the New Civil Code shall not apply.

15.3 The Contracting Parties expressly agree that the application of accepted practices is excluded for the contractual relationship established by the Contract.

15.4 The Contracting Parties expressly agree that the existence of extraordinary, unforeseen and insurmountable obstacles that enable a party

causing damage to release itself from the duty to compensate for damage caused shall not have an influence on the duty to pay contractual penalties in accordance with the Contract.

15.5 These GBT come into effect with respect to the Supplier on the same day as the Contract comes into effect. In the event the Contract is terminated, the effect of the GBT terminates as of the same day. This shall be without prejudice to the provision of Article 15.6 Any performances provided in relation to the subject of the Contract before the effective date of the Contract in accordance with the conditions of the Contract and these GBT are deemed as Performance under the Contract and the Supplier may invoice them to the Client under the conditions stipulated in the Contract and these GBT.

15.7 The Contract can be amended and supplemented only by written, consecutively numbered amendments, signed by both Contracting Parties. This shall also apply to the waiver of a written form.

15.8 All disputes that arise out of the Contract, including the GBT, or in connection with the Contract, including the GBT, will be submitted in accordance with Section 89a of the Civil Procedure Code to the court of the Czech Republic that has jurisdiction over the Client's registered office.

15.9 The Contract, as well as the GBT, shall be governed by the laws of the Czech Republic, including without limitation, the New Civil Code, excluding any conflicting standards.

15.10 If any provision of the Contract or GBT becomes or is found to be invalid, unenforceable or ineffective, this shall not affect the invalidity, unenforceability or ineffectiveness of the other provisions of the Contract and GBT. The Contracting Parties undertake to replace, within fifteen (15) Business Days of the delivery of a request of any of the Contracting Parties, such an invalid, unenforceable or ineffective provision with a valid, enforceable and effective provision with the same or a similar commercial and legal meaning, or to conclude a new contract.

15.11 Each Contracting Party confirms that it has received all information in accordance with Section 1728(2) of the New Civil Code from the other Contracting Party before concluding the Contract.

15.12 Any notification, request or other communication that is to be made or given to a Contracting Party in accordance with the Contract will be made or given in writing. Such notification, request or other communication will be, unless the Contract provides otherwise, regarded as having been properly made or given to the other Contracting Party, if it is delivered in person, by registered mail, courier service, fax or electronic mail to the address of the relevant

Contracting Party specified in the header of the Contract or to such

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the address that will be determined by the relevant Contracting Party as its address for service in a notification sent to the other Contracting Party throughout the duration of the Contract. Any notification in accordance with the Contract will be regarded as having been delivered:

- a) on the day of physical handover of the notification, if such notification is sent by courier or delivered in person; or
- b) on the day of delivery confirmed on a delivery slip, if a notification is sent by registered mail; or
- c) on the day of delivery with subsequent confirmation of non-breached delivery, in cases where notification was delivered by fax; or
- d) on the third (3rd) day following the day on which the notification has been sent by registered mail to the other Contracting Party.

Addresses and telecommunication details, as well as contact persons in the Contract can be changed by a unilateral written notification delivered by the relevant Contracting Party to the other Contracting Party, where such change comes into effect within ten (10) days of the delivery of such notification to the other Contracting Party.

These GBT are effective from **1.7.2023**

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