

GENERAL TERMS AND CONDITIONS

Yungo s.r.o. 07.07.2021

Article 1: General

1. These conditions apply to any proposal, offer and agreement between YUNGO SRO, hereinafter referred to as "Contractor ", and Client to whom Contractor has declared the terms and conditions applicable to, insofar parties did not agree explicitly and in writing to defer from these conditions.
2. The conditions mentioned below also apply to agreements with Clients, where Contractor needs to use a third party for the execution of the assignment.
3. If one or more of the terms and conditions in these General Terms and Conditions is at any time held to be invalid, or could be held to be invalid on the basis of a specific order, proposal or offer, all other terms and conditions shall remain valid. The Contractor and the Client undertake to negotiate new conditions to replace the invalid conditions, taking into account the purpose of the original condition.

Article 2: Offers

1. The offer may take the form of a signed document (including, but not limited to, a contract, proposal, scope of work, offer, letter of intent) or an email communication that proves an explicit agreement by both parties on the content of the engagement (at least on the subject of the engagement, the timing of the engagement, and the financial or non-financial consideration for the engagement).
2. All offers of the Contractor are not binding unless they specify the timing of the engagement.
3. As long as the acceptance of the offer does not fully comply with the proposal in the offer, the Contractor is not bound by such an agreement. An agreement on terms and conditions different from the original proposal in the offer shall not be valid until explicitly confirmed by the Contractor.

Article 3: Contract duration; execution period, risk-transfer, execution and changing the agreement, increase in price.

1. The contract between the Contractor and the Client is concluded for an indefinite period of time unless the nature of the contract implies that it ends or unless the parties expressly agree otherwise in writing.
2. If the agreed time limit for the performance of certain activities or delivery of certain items has been exceeded, it is not a legal reason for withdrawal from the contract and cancellation of the contract from the outset, unless the parties have expressly agreed on this in advance. If a party to the contract is in default, the other party to the contract shall be entitled to claim a contractual penalty (if agreed) and/or, in the case of monetary performance, statutory default interest; it shall then allow the defaulting party a reasonable additional period of time to fulfil its obligation. If the obligation is not fulfilled even within this additional period, the other party shall be entitled to withdraw from the contract and to claim damages; this shall be without prejudice to the possibility of claiming a contractual penalty (if agreed).
3. The Contractor shall perform the contract to the best of his knowledge and ability and in accordance with good practice (i.e. on the basis of the best practices available at the time).
4. Unless otherwise explicitly agreed, "reasonable-efforts" commitment applies to the intended work.
5. Contractor has the right to subcontract certain activities.
6. When, related to the contracted work, a subcontractor of Contractor or Client is working on Client's premises or a location assigned by the Client, Client will provide the facilities needed for the staff to do their work free of charge.
7. The Contractor is entitled to perform the contract in successive phases and to invoice each step separately, unless otherwise expressly agreed in advance.
8. When the agreement is executed in phases, Contractor can postpone the work of the next phases, awaiting written approval from the Client for the results of the previous steps.
9. Client will take care that all information, that Contractor has indicated to be in need of or can be assumed to be necessary to execute the agreement, will be made timely available. When the information is not made available in time, Contractor has the right to postpone the execution of the agreement and/or charge the extra costs occurred due to the delay, using the customary rates. The term of execution does not start before Client has made

available the information to the Contractor. Contractor is not liable for any damage whatsoever, in case Contractor has received the incorrect or incomplete information provided by the Client as starting point.

10. When during the execution of the agreement, it appears that for a proper performance it is necessary to change or amend the agreement, parties will timely discuss the situation and adjust the agreement.
11. When the agreement is changed or amended, Contractor will be entitled to first start execution after the authorized persons of Contractor and Client has agreed the price and changed conditions related to the change, including the start moment of the change.
12. The contractor may refuse a request for a change (amendment) to the contract without committing a breach of the original contract if the request for a change (amendment) has qualitative or quantitative consequences for the related work to be performed or the related products to be delivered. The Contractor also reserves the right, in the event of an approved modification (amendment) to the Contract, to charge for its work on an hourly basis.
13. In the event that the Client breaches the professional performance to which it has committed itself, it shall be liable for all direct and indirect damages incurred by the Contractor.
14. If the Contractor is forced to increase the previously agreed fixed price as a result of force majeure (natural disaster, etc.) or as a result of a newly introduced tax or regulation, the Contractor is obliged to inform the Client in good time and request approval of the increased price. If the Customer does not agree to an increase of the fixed price, either party shall be entitled to withdraw from the contract, whereby the contract shall be deemed to be cancelled from the outset and both parties shall refund the performance received to date (if refund is not possible, they shall provide equivalent compensation for the performance received).

Article 4: Suspension, dissolution, and premature termination of the agreement

1. Contractor is entitled to suspend the fulfilment of the obligation or to dissolve the agreement in case
 - a. Client is not, not fully or not timely fulfilling her obligations under the agreement
 - b. Contractor has solid grounds to expect that Client will not fulfil its obligations

- c. When entering into the agreement, Client has been requested to secure her fulfilments of her obligations and this security is not or not fully met, or in case of delays caused by Client, it is not reasonable to keep Contractor to the original conditions
2. The Contractor is also entitled to withdraw from the contract if there is a substantial change in external circumstances that makes performance objectively impossible or makes performance so substantially more difficult that it cannot reasonably be required.
3. In case the agreement is dissolved, all claims of Contractor towards Client are immediately due. When Contractor suspends the fulfilment of the agreement, he retains his lawful rights and claims forthcoming from the agreement.
4. In case Contractor suspends or dissolves the agreement, he is in no way obliged to compensate any damage or costs originating from this.
5. In case the dissolution is attributable to Client, Contractor is to be compensated for any damage or costs originating directly or indirectly from the dissolution.
6. In case Client is not fulfilling its obligations under the agreement and it is therefore reasonable to dissolve the agreement, Contractor is entitled to end the agreement immediately without any obligations to compensate any damage or costs, while Client by virtue of default is obliged to the payment of any damages or compensations.
7. If the agreement is terminated prematurely by Client, Contractor shall in consultation with Client, arrange for transfer of remaining work to third parties, unless the termination is imputable to the Client. If the transfer of work inflicts extra costs to Contractor, Client will be charged for the extra costs. Client is obliged to pay the extra cost in the said period, unless Contractor indicates otherwise.
8. In case of liquidation, (application of) suspension of payments or bankruptcy, or seizure - if and when seizure is not lifted within three months- at Client side, debt restructuring or any other circumstances where Client no longer can freely dispose of his assets, Contractor is free to dissolve the agreement immediately or to cancel the order or agreement, without any obligations to pay any damages or compensations. Claims from Contractor to Client are immediately due and payable.
9. If Client fully or partially cancels an order, all activities already executed and all matters ordered or prepared and all labour reserved to fulfil the agreement, will be charged fully to the Client.

Article 5: Force majeure

1. Contractor is not bound to fulfil any obligations towards Client in case he is hindered due to circumstances he is not to be blamed, or by power of law, a legal act or the prevailing opinion.
2. In these terms, force majeure is defined, supplementary to what is recorded in law and jurisdiction, all causes from outside, foreseen or unforeseen, on which Contractor has no influence, however disables Contractor to fulfil his obligations. Strikes in Clients company or with third parties included. Contractor also has the right to invoke force majeure when circumstances hindering (further) fulfilment of the agreement, takes place after Contractor should have fulfilled his commitment.
3. Contractor can, during the period that force majeure is in place, suspend the agreement. If this period is longer than a month, both parties are entitled to end the agreement, without any obligations of payment of damage towards the other party.
4. As to the extent that Contractor, at the moment that force majeure went into effect, already has partly fulfilled his obligations under the agreement or will be able to fulfil, and there is value in what has been done or could do, Contractor is entitled to invoice what has already been done or could do. Client is obliged to pay the invoice as it were a separate agreement.

Article 6: Payment and collection costs

1. Payment must be made within 30 days after the invoice date (if is not agreed differently in the specific agreement for the work), in a manner to be specified in the currency invoiced by the Contractor, unless otherwise specified by the Contractor. Contractor is entitled to periodic billing.
2. If the Client fails to pay the invoice on time, the Client is in default and the Contractor is entitled to claim statutory default interest.

Article 7: Liability

1. If the Contractor is liable, this liability is limited to what is arranged in this provision
2. Upon acceptance of an assignment Contractor will in writing be safeguarded from all liability related to occurrences and decisions in the foregoing period.
3. Contractor is not liable for damages of any kind, caused by the Contractor's assumptions based on incorrect and/or incomplete information provided by Client or on his behalf.

4. If the Contractor is to be liable for any damage(s), the Contractor's liability is limited to the maximum annual invoice-value of the Contract Agreement, at least to that part of the annual invoice to which the liability relates.
5. In any case, the liability of the Contractor is always limited to the amount that is paid out by its insurer in a certain case.
6. Contractor shall be liable for direct damage only.
7. Direct damage is only the reasonable costs incurred to assess the cause and extent of the damage, where the assessment relates to damage under these conditions, any reasonable expenses incurred for the poor performance of the Contractor to fulfil the agreement, insofar as this can be attributed to the Contractor and reasonable costs incurred to prevent or mitigate damage, insofar as Client proves that these expenses resulted in mitigation of direct damage under these conditions. Contractor shall never be liable for indirect damages, including consequential loss, lost profits, lost savings and damage due to business interruption
8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the Contractor or his senior subordinates.

Article 8: Indemnification

1. Client shall indemnify the Contractor for any claims from third parties who suffer damages in connection with the execution of the agreement and whose cause are attributable to other than Contractor.
2. If the Contractor for that reason should be addressed by third parties, Client is obliged to assist the Contractor both outside and in law and immediately do everything that can be expected from him in such a situation.
3. Should Client fail to take adequate measures, then Contractor, without notice, is entitled doing so. All costs and damages arising from this at Contractor and third parties side, are for the account and risk of the Client.

Article 9: Applicable law and disputes

1. All legal relationships in which the Contractor participates, only Czech law is applicable, also if a contract wholly or partly is executed abroad or if the involved party is established there. The applicability of the CISG is excluded.

2. The judge in the location of Contractor has exclusive jurisdiction to hear disputes, unless the law requires otherwise. Nevertheless, the Contractor has the right to submit the dispute to the according to law competent judge.
3. Parties will only appeal to court if they have done their utmost to settle the dispute by mutual agreement.

Article 10: Non-Poaching clause

1. The Parties have agreed that throughout the duration of each agreement and twelve (12) months after its termination the Contractor and Client will not solicit or recruit or endeavor to entice away any employees of each other or hire any such employees or negotiate or arrange their employment by any other persons.
2. The Parties may, by written agreement, limit the validity of the Non-Poaching Clause only to the specified State or territory for which the agreement is taking place.
3. For each individual violation Non-Poaching Clause obligations in this article of the Agreement, Client is required to pay the Contractor a contractual fine of EUR 100,000 within 14 days of receipt of the call for such fine.