

## SERVICE AGREEMENT

On the below mentioned day, month and year

**WEB Project, s.r.o.**

ID No.: 28596935

registered seat at Dlouhá 730/35, Prague 1, 110 00, the Czech Republic

incorporated in the Commercial register maintained by the Municipal Court in Ostrava, section C, file 44123

represented by Vlastimil Vodička, director

e-mail address: xxxxxxxxxxxxxxxxxxxxxxxx

(hereinafter only as „**WP**“)

on one side

and

**Business and Investment Development Agency CzechInvest**

ID No: 71377999

registered seat at Štěpánská 567/15, 120 00 Prague 2, the Czech Republic

represented by: Vojtěch Rajtr, director of Division of SMB and regions

e-mail address: xxxxxxxxxxxxxxxxxxxxxxxx

(hereinafter only as “**Partner**”)

on the other side

(hereinafter collectively referred to as the “**Contracting parties**” or individually also as “**Contracting party**”)

concluded this

**service agreement:**

(hereinafter referred to as this “**Agreement**”)

### PREAMBLE

WP is a business company incorporated under the Czech legislation providing services to its clients using WP’s proprietary platform Leadspicker, i.e. an application searching the internet for startups and communicating events or innovation programs of clients on their behalf (hereinafter as the “**Leadspicker**”). WP hereby declares to be the sole owner of the Leadspicker and that the Leadspicker platform is developed, maintained and operated by members or employees of WP. All rights to the Leadspicker, as well as rights to database and other outputs created using the Leadspicker are reserved to and owned by WP or its members.

Partner is a state contributory agency desiring to obtain services provided by WP using the Leadspicker under the terms and conditions stipulated in this Agreement.

## I. SUBJECT MATTER OF THIS AGREEMENT

- 1) The Contracting parties entered into this Agreement in order to establish their rights and obligations arising from their collaboration in search and identification of startup companies with specific profiles based on criteria required by Partner and making initial contact with such startup companies via e-mail or other communication tools using specific call to action messages (hereinafter “**Startup scouting**”). Based on this Agreement the WP shall provide its services comprising of Startup scouting using the Leadspicker for the benefit of Partner regarding Partner’s project called CzechMatch and CzechDemo (hereinafter as the “**Project**”).
- 2) The specific criteria and timeline of Startup scouting regarding the Project shall be agreed on the initial meeting of the Contracting parties (hereinafter as the “**kick-off meeting**”) based on requirements of Partner. Partner hereby undertakes to take part in the kick-off meeting and to provide WP with all information and materials required by WP in order to execute Startup scouting within three days after the kick-off meeting unless agreed otherwise. Partner is especially obligated to provide WP with a blacklist, i.e. the list of startup companies that shall not be contacted within Startup scouting regarding the Project, unless Partner is using online application form of Leadspicker and WP is able to obtain the blacklist through the online application form. In case the Partner fails to provide the blacklist to WP within three days after the kick-off meeting, WP is entitled to contact all relevant startup companies without any restrictions.
- 3) Criteria and timeline of Startup scouting determined at the kick-off meeting shall be recorded within a set-up document confirmed by both Contracting parties. Any changes of the set-up document after the kick-off meeting are possible only upon consent of both Contracting parties.
- 4) The deadline of Startup scouting shall be determined upon agreement of both Contracting parties and recorded in the set-up document (hereinafter as the “**Deadline**”). In case Partner is in delay with provision of any information or materials required by WP the Deadline shall be extended by the period of Partner’s delay.

## II. OBLIGATIONS OF WP

- 1) WP undertakes to provide Startup scouting with due care and in compliance with criteria determined in the set-up document over the stipulated period of time. WP undertakes to make initial contact with startup companies according to the set-up document via e-mail or other communication tools using specific call to action messages in order to sign them up for the Project.
- 2) WP undertakes to provide Partner on its demand with a status report of Startup scouting for the Project.

## III. OBLIGATIONS OF THE PARTNER

- 1) Partner undertakes to provide WP with required information regarding the Project necessary to execute Startup scouting and to provide WP with necessary compliance in order to fulfill this Agreement.
- 2) Partner undertakes to pay the fee for services of the WP as stipulated in Art. IV. of this Agreement.
- 3) Partner undertakes to provide WP with the list of all startup applications regarding the Project within 7 days since the Deadline in order to determine variable part of the fee pursuant to Art. IV. Sec. 1 of this Agreement. Startups shall be identified within the list of all startup applications by URLs. This provision shall not apply in case Partner is using online application form of Leadspicker and WP is able to obtain the information through the online application form.

#### IV. FEES AND PAYMENTS

- 1) The fee for WP's services is stipulated up to the maximum amount of EUR 5,500 and it is comprised of fixed part and variable part as follows:

Batch 1

<b>Fixed part</b>	<b>Price in EUR</b>
Set-up fee	1,500
<b>Variable part - # of relevant startup applications</b>	<b>Price in EUR</b>
0 - 9	0
10 - 19	800
20 - 29	1,100
30 - 39	1,400
40 - 49	1,700
50 +	2,000

Batch 2

<b>Fixed part</b>	<b>Price in EUR</b>
Set-up fee	0
<b>Variable part - # of relevant startup applications</b>	<b>Price in EUR</b>
0 - 9	0
10 - 19	800
20 - 29	1,100
30 - 39	1,400
40 - 49	1,700
50 +	2,000

- 2) The variable part of the fee shall be determined based on the number of startup applications generated through the Leadspicker submitted within the Project. WP shall compare the list of URLs provided by Partner with the database of all contacted startups and determine number of relevant startup applications generated through the Leadspicker. In case Partner is using online application form of Leadspicker, WP shall determine number of relevant startup applications using the information from the online application form. Startups listed within the list of all startup applications regarding the Project contacted by WP within fulfilling of this Agreement give rise to relevant startup applications for purposes of determination of variable part of the fee. WP is obligated to provide Partner the e-mail communication per each startup application upon request.
- 3) In case Partner fails to provide WP with the list of all startup applications pursuant to Art. III. Sec. 3 of this Agreement within 7 days since the Deadline, WP shall send Partner a notice to redress such breach of this Agreement. In case Partner fails to redress such breach of this Agreement within 14 days since the Deadline, WP shall be entitled to the fee in the maximum amount pursuant to Art. IV. Sec. 1 of this Agreement.
- 4) The fee is due within 21 days since the date of issue of an invoice by WP in compliance with this article. The obligation to pay the fee is fulfilled after the relevant amount is entered into the account of WP.

5) Fee according to this article include remuneration for all activities and performance of WP pursuant to this Agreement. WP nor Partner are entitled to any further payments or reimbursement of costs incurred in connection with their activities under this Agreement.

## **V. TERMINATION OF THIS AGREEMENT**

- 1) This Agreement can be terminated upon mutual consent by a written agreement of the Contracting parties or by a written termination with cause pursuant to this article. or with sixty (60) days period of notice before the end of the month of termination
- 2) Contracting parties are entitled to terminate this Agreement with cause as follows:
  - a) in case the other Contracting party is in breach of terms of this Agreement and has not redressed such breach within 15 days since the delivery of notice to comply;
  - b) in case the other Contracting party becomes insolvent, or institutes proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors.

The termination of this Agreement with cause comes into effect on the day of delivery of the written termination notice to the other Contracting party. The termination of this Agreement is effective only to the future. Already exchanged fulfillment is non-refundable.

- 3) In case of termination of this Agreement pursuant to this article WP is entitled to a part of the fee pursuant to Art. IV. of this Agreement comprising of fixed part and variable part of the fee for number of relevant startup applications submitted until the termination of this Agreement.

## **VI. CONFIDENTIALITY**

- 1) The Contracting parties hereby undertake to keep confidential all matters and information related to or learned in connection with this Agreement, including all documents, data and information, except of any disclosure thereof necessary for performing their duties under the terms of this Agreement. The Contracting parties shall maintain in strict confidentiality especially all matters related to personal data and payments according to this Agreement.
- 2) Contracting parties agree that the provisions of this article persist even after the termination of this Agreement and terminate after 5 years from termination of this Agreement.
- 3) Provisions pursuant to this article shall not relate to:
  - information which is or which shall become publicly available, whereas this Agreement is not breached;
  - information, which the Contracting party obtained from a third party, without having established any other confidentiality obligation towards such a third party, and where such a third party does not breach confidentiality obligation regarding such information;
  - information approved to be released by a prior written approval of the other Contracting party;
  - information distributed to the co-operating persons of Contracting parties and their consultants within the performance of the obligations arising from this Agreement and bound by contractual or legal obligation of confidentiality.
    - Information which is required by an order of a court or any governmental authority of competent jurisdiction,
    - Information which is required pursuant to the effective law (e.g. Act No. 106/1999 Coll., on Free Access to Information) or regulation in accordance with which the Contracting party is required to act.

## **VII. DAMAGES**

- 1) Each Contracting party is liable to the other Contracting party for any damage caused by the former to latter by breach of any obligation stipulated in this Agreement. The Contracting parties acknowledge that the Contracting parties may suffer injury in case of any breach of this Agreement and that the harmed Contracting party shall be entitled to obtain an award of actual and exemplary damages.
- 2) The Contracting parties agree that the disclosing Contracting party will suffer injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement, or in case confidential information is used for the benefit of the recipient of confidential information without prior consent of the disclosing Contracting party. The disclosing Contracting party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages.
- 3) The Contracting party shall indemnify the other Contracting party from all claims, liability, costs, and expenses (including attorneys' fees) arising from any third party's claim or proceeding brought against the latter Contracting party that relates to or arises from any disclosure of confidential information by the former Contracting party or its authorized representatives in breach of this Agreement.

## **VIII. FINAL PROVISIONS**

- 1) This Agreement shall come into force on the day of its signature by the last Contracting party and shall come into effect on the day of the publication in Register of Contracts in accordance with Act No. 340/2015 Coll..
- 2) This Agreement shall be amended only by written and numbered amendments signed by both Contracting parties. For purposes of alteration, modification or amendments of this Agreement e-mail or fax communication does not constitute a written form. Documents according to this Agreement shall be delivered via e-mail addresses of the Contracting parties stated in the headings unless expressly stated otherwise in this Agreement. Changes of contact addresses shall be notified to the other Contracting party without delay. Each Contracting party is liable for efficiency of its contact information. Any action taken in good faith in contact information stated by the Contracting party is valid and the Contracting party acting in good faith in this information shall be held harmless.
- 3) This Agreement is concluded in three identical copies in English of which Partner shall receive two.
- 4) In the event that any of the provisions of this Agreement shall be held illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. The Contracting parties undertake to substitute such invalid provision by a valid one that will be the closest in its purpose to the purpose of this Agreement.
- 5) Rights and obligations of the Contracting parties arising from this Agreement cannot be assigned or transferred to the third parties without prior written consent of the other Contracting party.
- 6) This Agreement is governed and shall be interpreted in accordance with the Czech law.
- 7) The Contracting parties undertake herein to preferably seek amicable solution of any disputes arising from or in connection with this Agreement. Where the Contracting parties fail to reach such an amicable settlement, the disputes arising from this Agreement and in relation thereto shall be finally settled in District court for Prague 1 in the Czech Republic.

- 8) Partner hereby acknowledge that WP may process personal data within fulfilling of this Agreement in compliance with its obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter as “**GDPR**“). Partner hereby acknowledges that he has been acquainted with information on personal data protection according to Art. 13 of GDPR.
- 9) The Contracting parties hereby declare that they have read this Agreement and that this Agreement is concluded comprehensible and clearly in accordance with their solemn and unrestricted will, not under any duress or conspicuously disadvantageous conditions. The content and purpose of legal actions of the Contracting parties is lawful and in accordance with good manners. In witness therefore the Contracting parties attach their signatures hereunder.

Date: 23.6.2019

Date: 24.6.2019

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**WEB Project, s.r.o.**

Vlastimil Vodička  
director

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**Business and Investment Development Agency CzechInvest**

Vojtěch Rajtr  
director of Division of SMB and regions