



Appendix 1: General Terms of Business

These General Terms of Business apply to the delivery of services by KPMG to a client pursuant to a letter enclosing these General Terms of Business and documenting the engagement.

Definitions

The meaning of the following words and phrases which are used throughout the General Terms of Business shall be as set out below:

Services — the services to be delivered by us under the Engagement Letter which shall not consist in transferring/assigning/licensing/sublicensing any intellectual property rights, including but not limited to copyrights, trade marks, designs or models, industrial designs, know-how, industrial, commercial or scientific experience.

Engagement Letter — these General Terms of Business and the signed Engagement Letter, contract, framework agreement or order, together with any documents or other terms applicable to the Services (“**Additional Terms**”) to which specific contractual reference is made in the Engagement Letter.

KPMG or we (or derivatives) — the KPMG member firm as identified by the Engagement Letter.

You or the Client (or derivatives) — the beneficiary of the Services and the contracting party to which the Engagement Letter is addressed.

KPMG Persons — the KPMG contracting party, each and all of our partners, members, directors, employees and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us (i.e. either a controlled party or sub-licensee) or any other KPMG member firm and each and all of its partners, members, directors, employees and agents and “**KPMG Person**” shall mean any one of them.

Partner — any KPMG Person having the title “partner” (whatever that KPMG Person’s legal status).

Other Beneficiaries — any and each person or organisation identified in the Engagement Letter (other than you) as a beneficiary of the Services or any product of the Services.

Contracting Party – KPMG or the Client, together referred to as **Contracting Parties**

Managing Partner – the partner in charge of all KPMG firms in the Czech Republic

These definitions shall apply wherever these words and phrases are used in the Engagement Letter.

The Engagement Letter

1. The Engagement Letter together with these General Terms of Business and any documents or other terms applicable to the Services (“**Additional Terms**”) sets out the entire agreement and understanding between the Contracting Parties in connection with the Services. Any modifications to the draft Engagement Letter will be considered by the Contracting Parties to be a new draft Engagement Letter. The Contracting Parties excludes the application of Section 1740 (3) of Act No. 89/2012 Coll., the Civil Code, as amended. Any modifications, amendments or variations to the Engagement Letter must be in writing and signed by an authorised representative of each Contracting Party. In the event of any inconsistency between the Engagement Letter and these General Terms of Business and **Additional Terms**, the Engagement Letter shall prevail. In the event of any inconsistency between these General Terms of Business and **Additional Terms** that may apply, the **Additional Terms** shall prevail. These General Terms of Business may be modified by the Engagement Letter.

Our services

2. The Engagement Letter shall set out the Services to be delivered by us and associated matters.
3. The Services shall be delivered with professional care.
4. Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavours to ensure that they are so involved. We may substitute those identified for others of equal or similar skills but we shall consult you before doing so.
5. We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to the completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No



Appendix 1: General Terms of Business

reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation made on completion of the Services, you shall inform us and we shall supply documentary confirmation of the advice concerned.

6. We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in its final form.
7. Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances or recommendation to proceed or not to implement a specific transaction, operation or plan.
8. The Services provided are not binding on Tax Authorities, other administrative bodies or the courts and do not constitute any representation, warranty or guarantee that the Tax Authorities, administrative bodies or the courts will act in accordance with KPMG's opinion. Any Services provided by us will be based upon the law, regulations, cases, rulings and directives in effect at the time the Services are provided. Subsequent changes in or to the foregoing may result in the advice, opinion or conclusion of the Services provided by us being no longer valid or not fully applicable.

Confidentiality

9. We may acquire sensitive information concerning your business or affairs in the course of delivering the Services ("Trade Secret(s)"). In relation to Trade Secrets we shall comply with the confidentiality obligation and other applicable obligations and limitations imposed on us by Czech law.
10. This provision shall not prohibit the disclosure of information constituting Trade Secrets as required by law or legal regulations or by the decision of any governmental or regulatory body or by professional or ethical rules or guidelines applicable to KPMG anywhere in the world or disclosures made for the purposes of pursuing any legitimate claims that you may have against us or (as the case may be) we may have against you or Other

Beneficiaries. This provision shall also not prohibit the disclosure of information which is within the public domain, or which has been obtained from a third party who is entitled to disclose it publicly, and shall cease to apply to any information which subsequently enters the public domain except as a result of a disclosure which is contrary to these provisions. The above shall also not prohibit our disclosure of information constituting Trade Secrets where we wish to disclose it to our professional indemnity insurers, advisers, between and among KPMG member firms, in which event we may do so in compliance with the confidentiality obligation.

11. We may share between KPMG member firms information regarding a client for the purposes of client continuance and internal risk management procedures.
12. In the performance of our work we may use computer software designed to facilitate the efficient management of data for the purposes of the delivery of the Services and to comply with our obligations under the Engagement Letter. A consequence of our use of such software is that data supplied by you pursuant to the Engagement Letter may be transferred to computer servers operated with appropriate controls on access under the authority of KPMG outside the territory in which we are based. We may process client information within KPMG's electronic communication system, knowledge management tool, and information technology facilities and applications.
13. For the purposes of marketing, publicising, internal communication or selling our services we may wish to disclose that we have performed Services for you, in which event we may identify you by your name and we may indicate only the general nature or category of the Services and any details which have properly entered the public domain.
14. We may disclose client information as necessary to perform our normal review processes, such as a second Partner review or a quality review program performed on behalf of KPMG International and/or KPMG member firms, the regional KPMG governing body or as required by other laws or professional regulations, provided that these parties are bound by the confidentiality obligation at least to the same extent as KPMG.



Appendix 1: General Terms of Business

15. If requested by another KPMG member firm, we may release working papers for quality review and risk management purposes, but only while complying with confidentiality and protection obligations at least to the same extent as in relation to the Client.

Intellectual Property

16. We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. Upon payment in full of our Charges for the Services, you shall acquire ownership of the tangible product of the Services (CDs, DVDs, printed presentations, etc.). For the purposes of delivering services to you or other clients, we and other KPMG Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

Personal data protection

17. In providing the Services and as part of our client continuance procedures we may need to collect, hold, share and use information about you, your officers and/or employees ("Personal Data"). Within the global network of KPMG member firms, Personal Data may be transferred outside the country in which it was collected, including countries outside of the European Economic Area. In accordance with applicable law, KPMG is entitled to transfer Personal Data for the purpose of storage or other processing to KPMG member firms and/or third parties and on facilities operated by them. You hereby expressly consent to the processing of Personal Data by KPMG to the extent necessary for the purposes of KPMG's engagement performance, business relationship (see clause 36) development and network reporting and under the conditions provided by this clause, subject to observance of your legal rights, based on the principles of fair processing, notice, choice, accuracy, security, access, legitimate onward transfer and compliant enforcement.

18. The Client hereby confirms to KPMG that it has acquired all authorisations required by law to process and transfer Personal Data to KPMG and to give instructions regarding Personal Data processing in an agreed manner. The Client also undertakes to provide KPMG only with accurate, complete and up-to-date data.

19. KPMG shall adopt such technical and organisational measures and restrictions as appropriate to the nature of the Personal Data processing and as instructed by the Client.

Money Laundering

20. KPMG is subject to Czech and other applicable laws and regulations on money laundering (together "Money Laundering Legislation"). In order to fulfil our obligations under the Money Laundering Legislation, we may ask you to provide us with verification of your identity, the identity of your shareholders and ultimate shareholder (and, where relevant, the identity of your officers) and/or other relevant information (including evidence of sources of funds and the ultimate beneficiaries of the Services), both at the outset of and at various times throughout our relationship with you, which you agree to supply to us promptly on request.

21. Under the Money Laundering Legislation and our internal policy, we are required to report any activity which we know or suspect or have reasonable grounds for knowing or suspecting involves or has involved a criminal offence which has given rise to any direct or indirect benefit from criminal conduct, whether or not the offence has been committed by you or by a third party, to the relevant authorities, and whether or not committed in the Czech Republic or elsewhere if it had been criminal under the relevant criminal law. We are prohibited, in most circumstances, from making a disclosure of the fact of having made such report (i.e. tip-off) to anyone that is likely to prejudice any investigation in connection with it. As a result, if in the course of our acting in a transaction such a circumstance arose, we may be obliged to cease working on the transaction and may not be in a position to tell you of the reason for this, without in any case reporting the matter (subject to the provisions of the Money Laundering Legislation as to legal privilege and in some circumstances without your knowledge or consent) to and obtaining the prior consent of the relevant authorities.

22. We will not be liable to you for any loss you may suffer as a result of our fulfilling our statutory obligations so long as we have acted in good faith.



Appendix 1: General Terms of Business

Our Charges

23. We shall render pro-forma invoices or invoices in respect of the Services, comprising fees payable in full without deductions or set-offs, any present and future taxes, levies, duties, charges, and other impositions or withholdings of any nature and due in any country whatsoever, outlays and VAT thereon (where applicable), plus any taxes that might be payable thereon or deductible therefrom ("our Charges"). Details of our Charges and any special payment terms shall be set out in the Engagement Letter.
24. In return for the delivery of the Services by us, you shall pay our Charges (without any right of set-off), on presentation of our invoice or at such other time as may be specified in the Engagement Letter.
- If the Engagement Letter is terminated, we shall be entitled to payment for outlays and expenses incurred to that time and to payment of fees for the provided Services or part thereof, plus VAT thereon (where appropriate).
 - Where the Engagement Letter is concluded with multiple Clients as beneficiaries of the Services, unless provision is made in the Engagement Letter for payment of our Charges by one of you or by a third party, all of you shall be jointly and severally liable for payment in full of our Charges and we shall be entitled to call upon any and all of you for payment in full.

Your responsibilities

25. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for:
- the management, conduct and operation of your business and your affairs;
 - deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other product of the Services supplied by us;
 - making any decision affecting the Services, any product of the Services, your interests or your affairs;

- the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by you.

26. Where you require us or the nature of the Services is such that it is likely to be more efficient for us to perform work at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be required (without cost to us).
27. You shall not, directly or indirectly, solicit the employment of any of our members, directors or employees, as the case may be, involved in performing the Services while the Services are being performed and for a period of 12 months following their completion or following a termination of the Engagement Letter, unless prior approval and waiver is given by KPMG Managing Partner. Should you breach this obligation then you agree to pay to KPMG a fee equal to ten monthly total gross salaries plus benefits offered by you to the person in question.

Indemnification

28. You acknowledge and agree that any advice, recommendations, information or any product of the Services provided to you by us in any form or on any medium in connection with the Services is for your confidential use and that it shall not be copied, referred to, disclosed, or otherwise quoted or further distributed, in whole (save for your own internal purposes) or in part, without our prior written consent, except as otherwise required by law. In that regard, you will indemnify, defend and hold us or any KPMG Persons harmless from and against any and all liabilities asserted against us by any third party to the extent resulting from that party's use or possession of or reliance upon our advice, recommendations, information and any product of the Services as a direct or indirect consequence of your use or disclosure of such advice, recommendations, information and any product of the Services.
29. The Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or on any medium without our prior written consent.



Appendix 1: General Terms of Business

Information

30. To enable us to perform the Services, you shall supply promptly all information and necessary cooperation and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavours to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services.
31. The Engagement Letter may set forth additional obligations for you in connection with this engagement. You acknowledge that your failure to perform these obligations could adversely affect KPMG's ability to provide the Services under the Engagement Letter.
32. We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes (an "Authorised Person").
33. We may receive information from you or from other sources (e.g. confirmation letters from your suppliers, banks and/or financing banks, etc.) in the course of delivering the Services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information relevant to the Services or other default relating to such information, whether on your part or that of the other information sources.
34. You acknowledge and agree that in performing the Services under the Engagement Letter KPMG will base its conclusions on the facts and assumptions that you furnish and that KPMG may use data, material, and information furnished by or at your request or direction without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy, correctness and completeness of such data, material or other information furnished to KPMG that could have a material effect on the Services being performed.
35. The work papers for this engagement are the property of KPMG. However, we may be requested to make certain work papers

available to regulators pursuant to authority given to it by law or regulation. If requested, access to such work papers will be provided under the supervision of KPMG personnel.

Commercial communication

36. By signing the Engagement Letter, you authorise KPMG to use your electronic contact or the electronic contact information of your employees for sending general information about the latest developments in legislation, offers of further services, and other similar documents which may be considered commercial communication. Such information, offers or similar documents do not create any legal obligations or responsibility on the part of KPMG or on the part of the Client, and information contained in such documents is not considered to be a service rendered under an Engagement Letter.

Knowledge and conflicts

37. In this clause and in clauses 38 to 43 the following definitions shall apply:
 - "the Engagement Team" shall mean, collectively or individually, KPMG Persons who are involved in delivering the Services,
 - "Other KPMG Person(s)" shall mean, collectively or individually, KPMG Persons who are not members of the Engagement Team.
 - "Barriers" shall mean safeguards designated to facilitate the protection of each client's interests and may include (for example): separate teams, their geographical and operational separation and/or access controls over data, computer servers and electronic mail systems.
38. The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Other KPMG Persons which is not known to the Engagement Team.
39. The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Other KPMG Persons, which constitutes Trade Secrets and relates to another client.



Appendix 1: General Terms of Business

40. KPMG Persons may be delivering services to, or be approached to deliver services to another party or parties who have or has interests which compete or conflict with yours (a "Conflicting Party" or "Conflicting Parties").

In case of any activities and/or partnerships which are directly linked by nature to the delivered Services, we shall inform you, upon your request, about the measures taken in order to avoid potential conflicts of interest.

41. KPMG Persons are and shall remain free to deliver services to Conflicting Parties, except that where the interests of the Conflicting Party conflict with yours specifically and directly in relation to the subject matter of the Services:

- the Engagement Team shall not deliver services to the Conflicting Party; and
- Other KPMG Persons may only deliver services to the Conflicting Party where appropriate Barriers are put in place. The effective operation of such Barriers shall constitute sufficient steps to avoid any real risk of a breach of our duty to maintain confidentiality to you. We seek to identify Conflicting Parties in the circumstances set out in clause 42. If you know or become aware that a KPMG Person is advising or proposing to advise such a Conflicting Party, you shall inform us promptly.

42. Without limiting the general applicability of clause 41, the following are examples of specific circumstances in which Other KPMG Persons may deliver services to a Conflicting Party or Conflicting Parties:

- Where at any time during performance of the Services, you are an employee (including a director) and a KPMG Person is delivering services to your employer, in which case Other KPMG Persons shall be entitled to deliver services to your employer, or
- Where an Other KPMG Person is appointed to hold an office in his capacity as an insolvency practitioner (licensed under insolvency legislation or otherwise) in respect of a person or at an organisation who or which is or subsequently becomes in conflict with

you, in which case such Other KPMG Person shall be entitled to act at any time in that capacity, or

- Where Other KPMG Persons are asked to deliver services (the "Other Services") to a Conflicting Party (whose existence may or may not be known to you) who is actually or potentially interested in acquiring the same or a similar interest in the subject matter of a transaction to which both the Other Services and the Services relate (for example, where you and the Conflicting Party are both interested in acquiring a company, asset or operation which has been put up for sale by auction), in which case Other KPMG Persons shall be entitled to deliver the Other Services to the Conflicting Party.

43. Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, as well as where we begin performing services for you and subsequently identify circumstances which may prejudice our independence in relation to that or other work we perform for you, your parent company or any affiliate within your company structure, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we will immediately inform you about such a situation and, following communication with you, we may have to terminate the Services from the Engagement Letter. The withdrawal becomes effective immediately on its delivery to you.

Withdrawal

44. KPMG shall also be entitled to terminate the Services to be delivered by withdrawing from the Engagement Letter if the payment due shall not be made according to the agreed terms, as well as if the information required by KPMG is withheld from, or not made available to us, or KPMG's reputation is damaged by performing further the Services in question, or professional restrictions entail the termination of such engagement, or if the delivery of any part of the Engagement Letter by KPMG is unlawful or in any way illegal or at variance with professional standards or if the delivery endangers our independence.



Appendix 1: General Terms of Business

Electronic communication

45. Unless KPMG is advised otherwise in writing, you hereby consent that we may communicate with you by electronic mail, on the basis that in consenting to this method of communication you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications, late arrival or incomplete information and the risks of viruses or other harmful devices) and that you shall perform virus checks.
46. You also agree that we may choose to rely upon a final version of an electronic document provided by you to KPMG or by KPMG to you.

Third party rights

47. The Engagement Letter shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Engagement Letter which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Engagement Letter shall be excluded. No KPMG Person shall be deemed to be a third party for the purposes of this clause.

Force Majeure

48. Neither of the Contracting Parties shall be in breach of our contractual obligations nor shall either Contracting Party incur any liability to the other if we or you delay or are unable to comply with the Engagement Letter as a result of any cause beyond our or your reasonable control, including, without limitation, fire or other casualty, an act of God, strike, war or other violence, or any law, order or requirement of any governmental agency or authority. In the event of any such occurrence affecting one of the Contracting Parties, the affected Party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending the operation of the Engagement Letter or terminating the Engagement Letter by way of withdrawal, which becomes effective upon delivery.

Waiver, assignment and sub-contractors

49. Failure by either Contracting Party to exercise or enforce any rights available thereto shall not amount to a waiver of any rights available to the Contracting Parties.
50. Neither of the Contracting Parties shall have the right to assign the benefit (or transfer the burden) of the Engagement Letter to another party without the written consent of the other contracting party, excepting that KPMG may assign any rights and liabilities to another member firm of KPMG. Any other assignment is null and void.
51. We shall have the right to appoint sub-contractors to assist us in delivering the Services but where any such sub-contractors are not KPMG Persons we shall consult you before doing so. Where we appoint sub-contractors under this clause, for all purposes in connection with the Engagement Letter their work shall be deemed to be part of the Services.

Limitations on our liability

52. Our liability in connection with the Services shall be limited, in accordance with this clause.

In the particular circumstances of the Services set out in the Engagement Letter and subject to clause 53 and clause 54 below, the aggregate liability to you and to Other Beneficiaries of each and all KPMG Persons for any loss or damage caused to you and/or Other Beneficiaries arising from or in connection with the Engagement Letter shall be limited to the amount of two times our Charges paid to us in accordance with the terms of the Engagement Letter on the basis set out in this clause, except for any loss or damage caused intentionally or as a result of gross negligence.

53. Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on our liability agreed under clause 52 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of clause 52 on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this



Appendix 1: General Terms of Business

- clause, "Beneficiary" shall include you and Other Beneficiaries.
54. Subject always to the aggregate limitation on our liability in clause 52 above and to the extent permitted by law, the liability of KPMG Persons shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is fair and reasonable having regard to the extent of the responsibility of KPMG Persons for the loss or damage concerned ("the KPMG Proportion") and to the extent of responsibility of any other party also liable or potentially liable to you or to Other Beneficiaries in respect of the same loss or damage ("Another Liable Party").
55. The limitations in clauses 52, 53 and 54 above also apply to KPMG Persons who may be or might have been involved in delivering the Services.
56. Any clauses in these General Terms of Business operating or which may operate to limit our liability in any respects shall not operate to limit any liability which cannot be lawfully limited.
57. You and Other Beneficiaries may only bring a claim against the KPMG Person that is the Contracting Party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Engagement Letter.
58. Any assignment to act as an expert witness against another KPMG firm is declined. KPMG does not act as an expert witness in any litigation against a client or affiliate of a client of another KPMG member firm. However, if such a matter is under consideration, KPMG may act in this capacity only if internally approved.
59. Any claim brought by you or Other Beneficiaries against us in connection with the Engagement Letter, including any loss or damage suffered as a result of, arising from or in connection with the Engagement Letter, must be made within three years of the date on which you or Other Beneficiaries have learned or should have learned about the damage and the person responsible for it, or on which you or Other Beneficiaries learned or should have learned about the circumstance leading to the possibility of bringing any claim, including a legal action, against us.
60. If you breach any of your obligations under the Engagement Letter and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time. In this clause "us" shall include all KPMG Persons and "you" shall include Other Beneficiaries.

Severability

61. Each clause or term of the Engagement Letter, the General Terms of Business and the Additional Terms, if applicable, constitutes a separate and independent provision. If any of the provisions of the Engagement Letter, the General Terms of Business and the Additional Terms, if applicable, are judged by any court or authority of a competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

62. You agree to and accept the provisions of the Engagement Letter on your own behalf. You alone shall be responsible for the payment of our Charges, unless the Engagement Letter indicates otherwise.

Law and jurisdiction

63. The completion of this Engagement Letter will be concluded once the engagement and debriefing procedures are finalised and fees collected. This Engagement Letter shall be governed by Czech law. The Contracting Parties agree to use their best endeavours to resolve amicably any and all disputes arising in connection with this Engagement Letter. Should the Contracting Parties fail to come to an amicable settlement within 45 days despite their best efforts, any dispute arising out of or in connection with this Engagement Letter, including any question regarding its existence, validity or termination shall finally be settled by the relevant Czech court having jurisdiction at KPMG's registered office.



Appendix 1: General Terms of Business

Complaints

64. Our aim is that you will be satisfied at all times with our Services. If you are not and cannot resolve matters with the engagement partner, please contact the Managing Partner so that we can address your concerns as soon as possible.

Notices

65. Any notice delivered to the Client or KPMG with respect to a provision of the Engagement Letter shall be in writing and delivered by registered post (or equivalent) to the respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing) or left at that address.

Termination

66. This Engagement Letter may be terminated by the written agreement of both Contracting Parties, settling the rights and duties arising from this Engagement Letter as at the date of its termination.
67. Either Contracting Party may also withdraw from the Engagement Letter if:
- a) insolvency proceedings are underway against the assets of the other Contracting Party or an insolvency petition has been rejected due to lack of assets (within the meaning of Act No. 182/2006 Coll., the Insolvency Act, as amended) or the other Contracting Party has filed a petition for the commencement of insolvency proceedings;
 - b) the other Contracting Party enters into liquidation;
 - c) criminal proceedings are initiated against the other Contracting Party on suspicion of committing a criminal offence under Act No. 418/2011 Coll., the Corporate Criminal Liability Act.

68. If due to any reason the Engagement Letter expires, is terminated or is withdrawn from, we shall be entitled to reimbursement of costs incurred the expiry or termination of the Engagement Letter, plus outlays.

69. If the Engagement Letter is terminated as a result of withdrawal by either Contracting Party, the withdrawal becomes effective on the date of delivery of the withdrawal notice to the other Contracting Party.

70. If due to any reason the Engagement Letter expires or is terminated, the following clauses of these General Terms of Business shall survive: clauses 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 25, 27, 28, 29, 33, 34, 35, 38, 39, 40, 41, 42, 43, 44, 47, 49, 50, 52, 53, 54, 55, 56, 57, 58, 59, 60, 63, 64, 65.