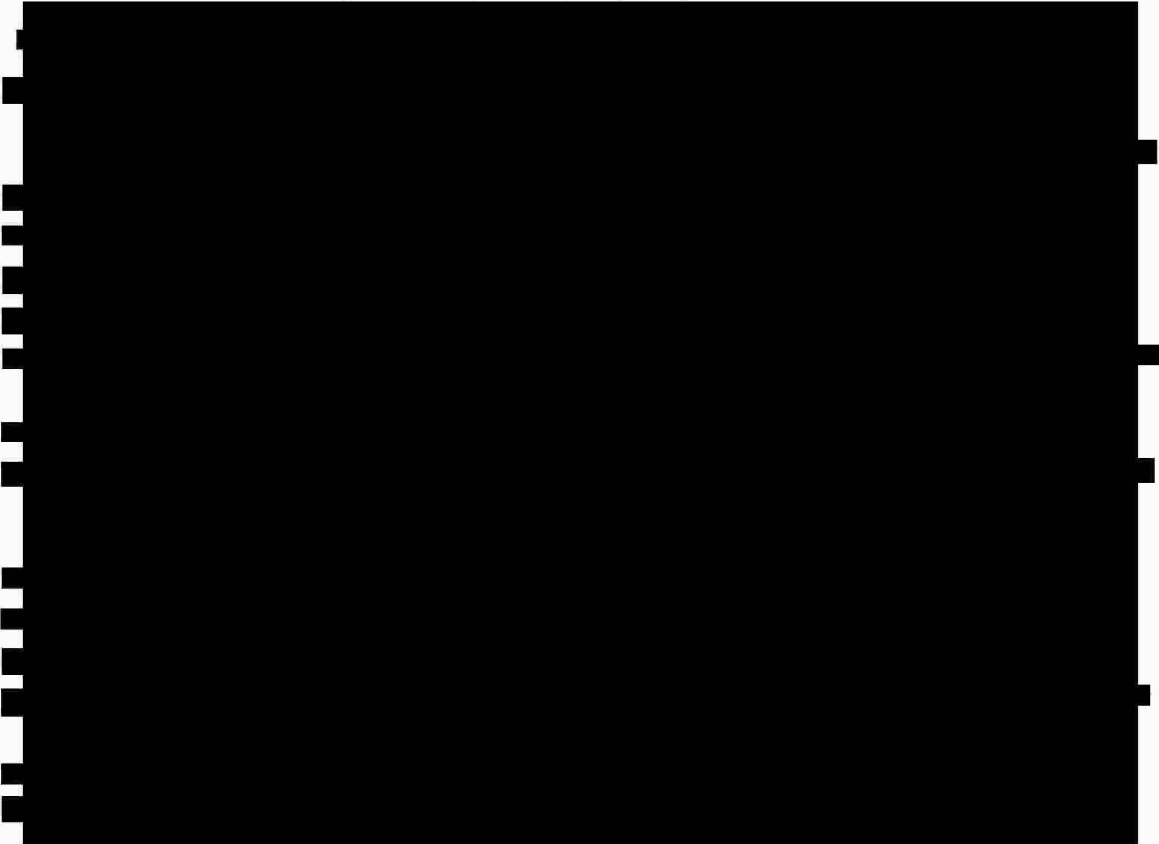




Registered in the Commercial Register: Municipal Court in Prague, Section A, File 7565
Bank name: Citibank Europe plc
Account number: 2042060502/2600
Mailing address: Politických vězňů 909/4, Praha 1, Czech Republic
BIC/SWIFT: CITICZPX
IBAN code: CZ3626000000002042060502
hereinafter referred to as "ČP"

and



This Agreement on the Conditions for Posting Business Letter Consignments (hereinafter referred to as "the Agreement") is made by the above-mentioned Parties (each will hereinafter individually be referred to as "a Party" and collectively as "the Parties") in accordance with section 1746 subsection 2 of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "the Civil Code").

1. Purpose and subject-matter of this Agreement

- 1.1 This Agreement regulates the mutual rights and duties of both Parties ensuing from processes used to send Business Letter (Business Letter and Registered Business Letter) consignments. Unless it is expressly agreed otherwise in this Agreement, the rights and duties from the postal agreement entered into by posting a consignment follow from the Postal Terms and Conditions for Business Letter and Registered Business Letter Services valid as of posting date (hereinafter referred to as "the Postal Terms and Conditions"). The current version of the Postal Terms and Conditions is available at any post office in the Czech Republic as well as on ČP's website at <http://www.ceskaposta.cz/>. The Consignor confirms that he made himself acquainted with the content and meaning of the Postal Terms and Conditions, that he received a sufficient explanation of the text of this document, and that he expressly agrees with its wording. Subject to section 6 subsection 3 of the Act No. 29/2000 Coll., on postal services and on amendment to certain related acts, as amended (hereinafter referred to as "the Postal Service Act"), ČP will provide the Consignor with information about changes of the Postal Terms and Conditions including information about the effective date of such changes, at least 30 days before the effective date of such changes, by publishing such information at all post offices in the Czech Republic as well as on the above-mentioned website. The Consignor is obliged to make himself acquainted with the new wording of the Postal Terms and Conditions. Entering into partial postal contracts in matters which are not regulated by this Agreement is governed by the Postal Terms and Conditions valid as of the date of posting.

2. Preparation for posting

- 2.1 The posting data on the consignments to be posted must be handed over by the Consignor to ČP at the time of posting (i.e. at the latest together with the physical consignments); the Sender has to use the standard approved documents and forms of ČP. Otherwise ČP has the right to refuse to accept the consignments, i.e. to refuse to send the consignments until the posting data are handed over. The posting data must clearly indicate that the consignments are Business Letter or Registered Business Letter consignments.
- 2.2 ČP has the right to refuse to accept consignments with illegible data.

3.

3.1



3.2

3.3

an item.

4. Verification of compliance with posting data

4.1 At each posting, the Business Letter consignments must be handed over by the Consignor together with a list of all posted consignments. The list will be made in writing or as a data file and will contain the number of posted [REDACTED] option and for each postcode zone. The posting list [REDACTED] the total number of posted consignments. Registered [REDACTED] without such lists.

4.2 ČP will use a representative [REDACTED] verification of their compliance with the data in the list [REDACTED] will be assessed for compliance with the parameters [REDACTED] contain at least 2% of the posted consignments, however at least 300 and at most 3,000 consignments. If less than 300 consignments are posted at a time, all the posted consignments will be tested.

4.3 If, during the verification process at any posting place, any parameter specified in the list of [REDACTED] ČP will inform the [REDACTED] about the difference and the [REDACTED]

4.4 ČP will allow the Consignor's representatives to attend the repeated testing. The attending representatives of ČP and of the Consignor, if any, will sign a certificate of the testing. An independent third party may be invited to attend the testing.

5. Price and manner of payment

5.1 The agreed manner of payment is:

- against invoice
- by bank transfer

5.2 For [REDACTED] the services [REDACTED] hereunder will be charged [REDACTED]

The [REDACTED]

5.3

this will be charged according to

agrees with its wording. Subject to the Postal Service Act, ČP will provide the Consignor with information about changes of the Postal Terms and Conditions including information about the effective date of such changes, at least 30 days before the effective date of such changes, by publishing such information at all post offices in the Czech Republic as well as on the above-mentioned website. The Consignor is obliged to make himself acquainted with the new wording of the Pricelist.

5.4

format with attached electronic

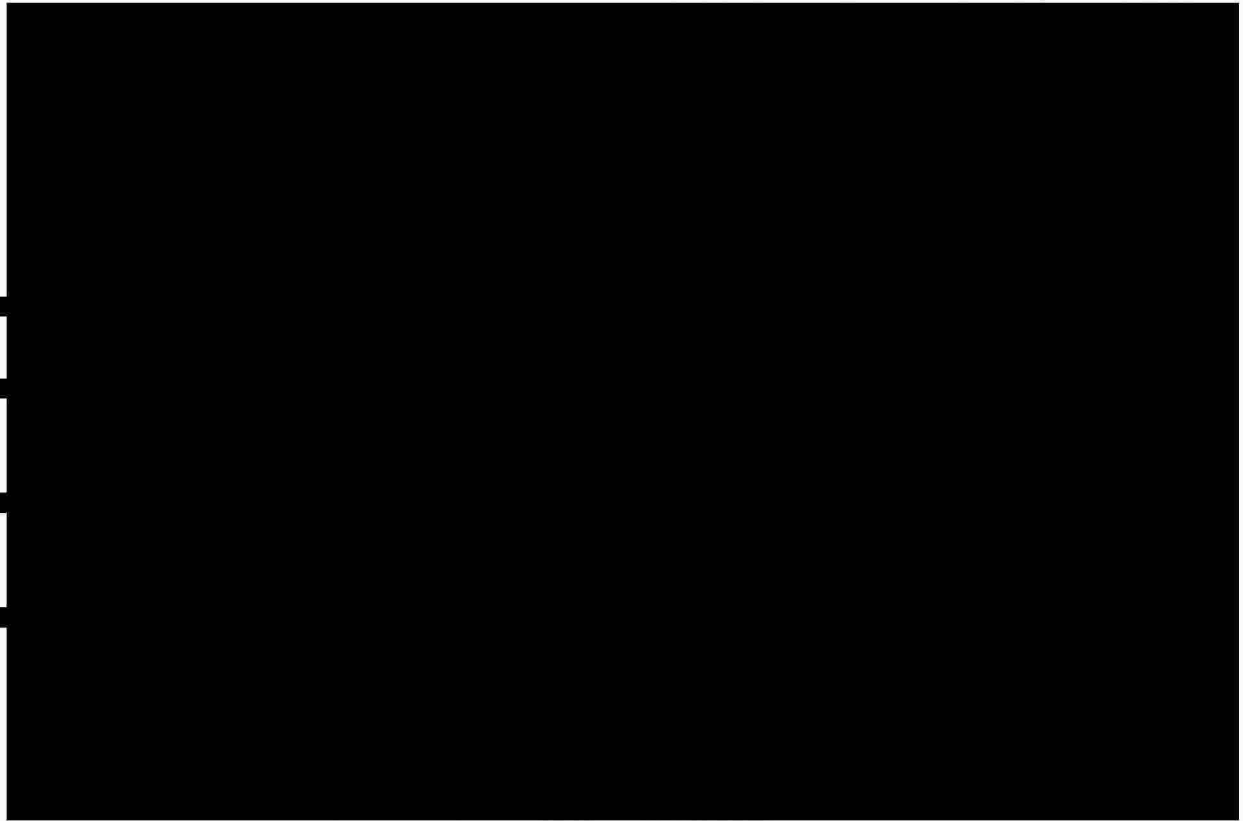
5.5

If the Consignor defaults on his debts to ČP within the maturity set reserves the right, during the period of the Consignor's default on his debts, either to refuse to accept consignments according to the Agreement or to accept consignments according to the Agreement on condition that they are posted at a post office specified by ČP and paid by cash in advance.

5.6

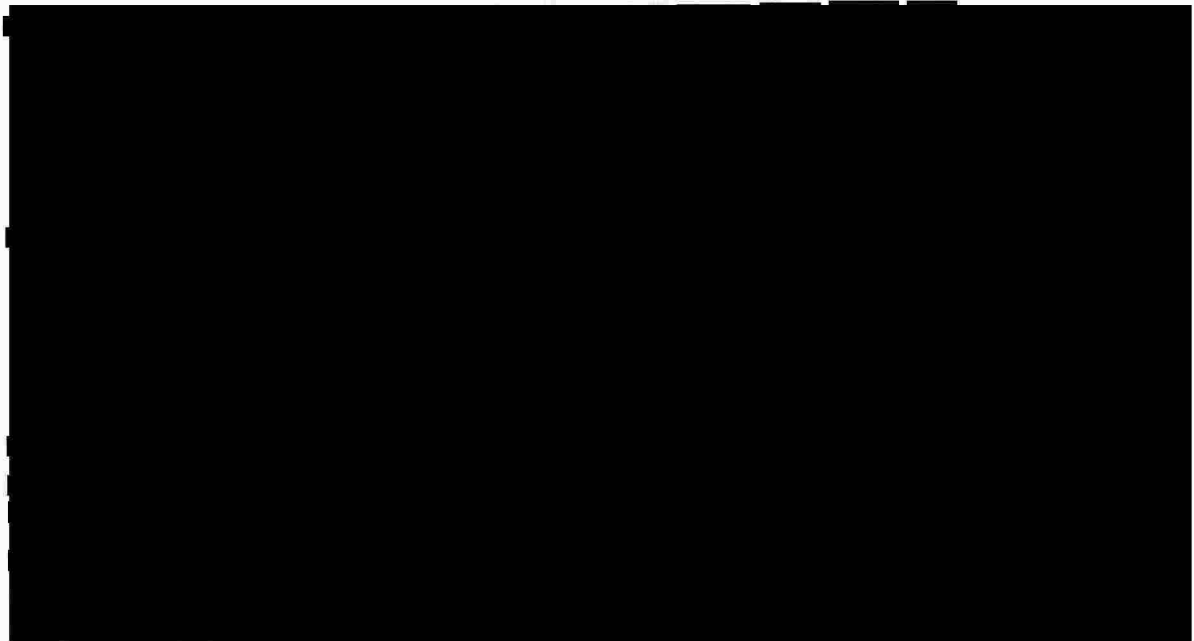
The Consignor is obliged to inform ČP in advance about any change of circumstances necessary to determine the tax regime, in particular the place of performance; this information must be provided in a documented manner. If the Consignor fails to fulfil this duty, he will be held fully liable for any damage that may result from his omission, and agrees to compensate ČP for such damage.

5.7



6. Other provisions

6.1



6.2

6.3

performance of this Agreement.

7. Final provisions

- 7.1 [REDACTED] terminate [REDACTED] the day [REDACTED] writing. If [REDACTED]
- this Agreement will also be terminated by this notice of refusal of such changes. The period of notice will start running on the day of delivery of the notice to ČP and will end as of the effective date of the changes of the Postal Terms and Conditions. The notice must be delivered to ČP before the effective date of the changes. Notices of termination or of refusal of changes of the Postal Terms and Conditions must be made by the Consignor in writing.
- 7.2 ČP reserves the right to withdraw from this Agreement if the Consignor fails to observe the agreed conditions despite warning. ČP shall send a notice warning the Consignor to the last known address of the latter and the Consignor shall remove the found defects within a 15-day period. Should this period expire in vain, ČP has the right to withdraw from this Agreement.
- ČP may also withdraw from this Agreement if an insolvency procedure is started against the Consignor or at any time while it lasts. In such case the Sender will not be granted an additional 15 days' period and ČP will be entitled to withdraw from this Agreement without prior notice.
- Any withdrawal from this [REDACTED] on the day of delivery of the notice of [REDACTED] performances exchanged between the [REDACTED] Consignor shall pay the price for services [REDACTED]
- 7.3 Unless it is specified [REDACTED] amendments to this Agreement, made in [REDACTED] both Parties to this Agreement.
- 7.4 The Parties agree to [REDACTED] and also of the facts and information that [REDACTED] Parties consider as trade secrets all [REDACTED] business circles normally inaccessible facts [REDACTED] interest - ensures their confidentiality in an [REDACTED] trade secrets are mainly information about the [REDACTED] details about the amount of price and the [REDACTED] the manner to secure claims, data on the extent [REDACTED] define the provided performance beyond publicly [REDACTED]
- 7.5 The duty of confidentiality exists until information of the above-mentioned nature becomes generally known, provided that it is not due to a breach of the duty of confidentiality. The duty of confidentiality is not affected by the form of communication of such information (written or oral) and its format (materialised or dematerialised).
- 7.6 The Parties agree to maintain the confidentiality of information of the above-mentioned nature, not to disclose it or make it available to other entities, and to take necessary measures for their protection and prevention of leakage, including ensuring that it will be used only for activities related to the preparation and performance of this Agreement in accordance with the purpose specified in this Agreement.
- 7.7 Provision of the above-mentioned information to a court, state prosecutor, competent administrative authority or to another public authority pursuant to and in accordance with law, and its publication under a duty prescribed by law or provision to the founder of ČP does not constitute a breach of the

duty of confidentiality. Neither does disclosure of the said information to a Party's representative constitute a breach of the duty of confidentiality.

- 7.8 The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by this Agreement.

This Agreement will be published in the register of contracts under the Act No. 340/2015 Coll., on special conditions of effect of certain contracts, their publication and on the register of contracts (the Register of Contracts Act). The Parties agree that ČP will arrange for the sending of this Agreement to the administrator of the register of contracts. Before sending this Agreement to the administrator of the register of contracts, ČP is entitled to obliterate any information in the Agreement which is not subject to the duty to publish under the Register of Contracts Act.

- 7.9 If any provision of this Agreement is fully or partially invalid or if any matter is not regulated by this Agreement, this does not affect the remaining provisions of this Agreement.

- 7.10 This Agreement is made in 2 (in words: two) counterparts with the force of an original, each Party shall obtain one counterpart.

- 7.11 The rights and duties arising from this Agreement for each Party will pass onto their legal successors.

- 7.12 Relationships which are not [REDACTED] laws of the Czech Republic.

- 7.13 The Parties have agreed that [REDACTED] will have the jurisdiction over any disputes.

- 7.14 The Consignor proves the [REDACTED] of incorporation (original or legalised copy).

- 7.15 This Agreement takes effect on [REDACTED]

- 7.16 The Parties declare that this [REDACTED] exclusive mutual agreement in respect of the [REDACTED] have read this Agreement and declare that it [REDACTED] and clear manner, as their true, seriously meant [REDACTED] have caused their authorised persons or representatives to sign this Agreement.

- 7.17 ČP as the data controller processes the personal details of the Consignor (if the Consignor is an individual) and the personal details of his contact persons provided in this Agreement as well as personal details of other persons provided under the Agreement (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes of performance of the Agreement for the duration of the Agreement, or for the purposes resulting from legal regulations for a longer period justified by valid legal regulations. Accordingly, the Consignor is obliged to inform the natural persons whose personal data is transferred to ČP for the purposes related to the performance of this Agreement. Further information related to the processing of personal data, including the rights of data subjects related to such processing, is contained in the "Personal Data Protection - the GDPR" section of ČP's website at www.ceskaposta.cz.

