



CLIENT IDENTIFICATION AND DUE DILIGENCE FORM
(pursuant to legislative decree 231/2007 as last amended by legislative decree 90/2017)

Dear Client,

we enclose this form which we are asking you to complete for compliance with the AML obligations imposed by legislative decree 231/2007 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing. The legislation requires that clients supply the necessary and up-to-date information to enable us to meet the relevant obligations, and imposes penalties in case of failure to provide the information, or provision of false information. At the bottom of this Form you will find the DEFINITIONS of specific terms that will be of help to you in the completion process.

SECTION A – CLIENT’S IDENTIFICATION DETAILS

(Each Client, if a natural person, or Executor will have to sign one copy of the Form – Complete only as applicable to the Client)

A1. THE CLIENT IS A NATURAL PERSON AND/OR A SOLE PROPRIETOR – If the agreement is entered into by representatives/attorneys-in-fact of a Client who is a natural person and/or sole proprietor, please complete section A3 first and then sections A.4 and B:

Name of sole proprietorship (as applicable):			
Last name		Name:	
Place of birth:		Date of birth:	
Nationality:			
Resident in:		Province:	
Street address:		Country:	
Fiscal code (Italian tax identification number):		VAT number:	
Type and number of I.D.:			
Issued by:		Date of issue:	
Job/profession	<input type="checkbox"/> entrepreneur <input type="checkbox"/> self-employed/freelance worker <input type="checkbox"/> employee <input type="checkbox"/> manager/executive <input type="checkbox"/> artisan <input type="checkbox"/> retiree <input type="checkbox"/> other (please specify) _____		

If the Client is a sole proprietor, please specify the main business activity carried out:

ATECO/NACE code: _____ Please describe the main business activity carried out: _____

Geographical area where main business activity is carried out:

EU (please specify) _____. If in Italy, please specify which Region: _____

Non-EU (please specify) _____

A2. THE CLIENT IS A COMPANY or A PERSON OTHER THAN A NATURAL PERSON – Please provide the Executor’s details in Section A3 before going to sections A4 and B:

Company name:	Czech University of Life Sciences Prague		
Date of incorporation:	1.1.1995		
Nationality:	Czech		
Registered office in:	Province:	Prague - Suchdol	
Street address:	Country:	Czech Republic	
Fiscal code (Italian tax identification number):	VAT number:	CZ60460709	
Type of company	<input type="checkbox"/> Private Company <input checked="" type="checkbox"/> Public/State Company or Public Agency <input type="checkbox"/> Cooperative company <input type="checkbox"/> State-controller company		

Main business activity carried out and type of Client:

ATECO/NACE code: *M72* Please describe the main business activity carried out *Scientific research and development* Geographical

area where main business activity is carried out:

EU (please specify) Czechrepublic If in Italy, please specify which Region: _____

Non-EU (please specify) _____

Is the Client listed in a Regulated market?

No

Yes. The Client is listed in the following Regulated market _____ with the following Ticker symbol _____

Is the Client registered with a list/register, besides the Chamber of Commerce, or has it been issued an authorisation pursuant to the Italian public security legislation (*Testo Unico Pubblica Sicurezza*, T.U.L.P.S.)?

No

Yes. It is registered with the following list/register _____ with identification code _____

Yes. Authorisation pursuant to article _____ of T.U.L.P.S. Provide details of the authorisation _____ (date, number, police headquarters office - *questura*)

A.3 IDENTIFICATION OF THE EXECUTOR: please provide the identification details of the person who has been delegated to act in the name and on behalf of the client or has been given powers to represent the client pursuant to which he is able to act in the name and on behalf of the client, and who signs the engagement letter. If the Client is a natural person or a sole proprietor, the following table should be completed only if the executor is a person other than the Client (e.g., an attorney-in-fact, etc.).

Last name:	Kleindienst	Name:	Jakub
Place of birth:	xxxx	Date of birth:	xxxx
Nationality:	CZ		
Resident in:	CZ	Province:	Czech Republic
Street address:	xxxx	Country:	Czech Republic
Fiscal code (Italian tax identification number):			
Type and number of I.D.:	Regular CZ ID card: xxxx		
Issued by:	xxx, CZ	Date of issue:	xxxx
Relation between Client and Executor	<input type="checkbox"/> Legal representative <input checked="" type="checkbox"/> Attorney-in-fact/Delegate <input type="checkbox"/> Guardian <input type="checkbox"/> Other _____		
Nature of delegation/power of attorney	<input type="checkbox"/> Corporate documentation (please specify) University internal documents (PoA granted by statutory representative) <input type="checkbox"/> Special power of attorney (please specify) _____ <input type="checkbox"/> Other (please specify) _____		
Job/profession	<input type="checkbox"/> entrepreneur <input type="checkbox"/> self- self-employed/freelance worker <input type="checkbox"/> employee <input checked="" type="checkbox"/> manager/executive <input type="checkbox"/> artisan <input type="checkbox"/> retiree <input type="checkbox"/> other (please specify) _____		

A.4 DECLARATION OF POLITICALLY EXPOSED PERSON (PEP) – Client who is a NATURAL PERSON and Executor

I hereby declare that I am a PEP since

I hold/have held an important public office (please specify): _____

Start date of the office _____ (if applicable) end date of the office _____

I have close relationships with individuals who hold/have held an important public office (specify name and last name of the relevant individual(s)): _____

Type of relationship _____

Description of the important public office held by the individual: _____

Start date of the office _____ (if applicable) end date of the office _____

I hereby declare that I am NOT a PEP

I hereby declare that no member of the Client's governing body is a PEP

I hereby declare that Mr./Ms. _____, member of the Client's governing body, is a PEP since (please specify) _____

SECTION B. BENEFICIAL OWNER FACTS AND INFORMATION

(If there is more than one Beneficial Owner, each of them will have to sign a copy of this form)

I the undersigned hereby declare that the Beneficial Owners have been specified below. For Companies or entities with legal personality, the following information is up-to-date and corresponds to the information obtained from the relevant company or entity with legal personality pursuant to article 22 of legislative decree 231/2007 (if applicable: enclose documentation obtained from the company or entity pursuant to article 22 of legislative decree 231/2007).

The Beneficial Owner is or are the natural person or persons, other than the client, in the interest of whom the professional service

is ultimately rendered. The Beneficial Owner of clients other than natural persons is or are the natural person(s) to whom direct or indirect ownership or control of the entity can be ultimately ascribed.

If the client is a corporation:

- 1) **ownership of a shareholding exceeding 25 per cent of the client's capital by a natural person shall constitute an indication of direct ownership;**
- 2) **ownership of a shareholding exceeding 25 per cent of the client's capital through controlled companies, fiduciary companies or any third parties shall constitute an indication of indirect ownership.**

In the event that the analysis of the ownership structure does not provide a conclusive indication of the natural person or persons to whom direct or indirect ownership of the entity may be attributed, the Beneficial Owner shall be the natural person or persons to whom control thereon is ultimately attributed as a result of:

- a) control of the majority of the votes which may be exercised at ordinary general meetings;
- b) control of a sufficient number of votes to exercise dominant influence at ordinary general meetings;
- c) the existence of particular contractual constraints which allow the exercise of dominant influence.

Where the application of the above criteria does not make it possible to conclusively identify one or more Beneficial Owners, the Beneficial Owner shall be the natural person or persons with powers of administration or management of the company.

If the client is a private legal person set up pursuant to Italian Presidential Decree No 361 of 10 February 2000, all of the following shall be regarded as beneficial owners: a) founders, if still alive; b) beneficiaries, if identified or easy to identify; c) persons discharging administrative or management responsibilities.

I the undersigned hereby declare (please check one of the following boxes):

- that I am the sole Beneficial Owner
- that I am the Beneficial Owner jointly with the person/persons set out below
- that I am not the Beneficial Owner since the company's Beneficial Owner(s) is /are the following person(s)

or

- that there are no natural persons who directly or indirectly own a shareholding exceeding 25% of the Client's share capital or control the majority of the votes which may be exercised at ordinary general meetings, or control a sufficient number of votes to exercise dominant influence at ordinary general meetings, nor am I aware of the existence of particular contractual constraints which allow the exercise of dominant influence and therefore, that the Beneficial Owner is/are the natural person or persons with powers of administration or management of the company, as specified below;

To be completed with details of Beneficial Owner (only last name and name if details are the same as those provided in section A: Executor):

Last name:		Name:	
Place of birth:		Date of birth:	
Nationality:			
Resident in:		Province:	
Street address:		Country:	
Fiscal code (Italian tax identification number):			
Type and number of I.D.:			
Issued by:		Date of issue:	
Job/profession	<input type="checkbox"/> entrepreneur <input type="checkbox"/> self- self-employed/freelance worker <input type="checkbox"/> employee <input type="checkbox"/> manager/executive <input type="checkbox"/> artisan <input type="checkbox"/> retiree <input type="checkbox"/> other (please specify) _____		
Business activity carried out by the Beneficial Owner (ATECO/NACE code)			
State (or Italian province) where the Beneficial Owner principally carries out its main business activity			

Relationship between Beneficial Owner and Client

Can the Beneficial Owner be regarded as a PEP, by reason of his/her direct holding of important public offices? No Yes

Is the Beneficial Owner a PEP by reason of his/her being a family member of, or a person having close relationships with, persons who hold/have held important public offices? No Yes

C. INFORMATION ON THE NATURE AND PURPOSE OF THE SERVICE:

Nature of the service: Professional Services

Principal purpose of the service: services about taxing to Italy

D. INFORMATION ON THE ORIGIN OF FUNDS

This field **MUST** be completed **WHEN** the professional services consist, for instance, of a transaction concerning rights in real estate or business activities, cash, financial instruments or other assets, arrangement of contributions with a view to the incorporation, management or administration of companies. Specify the source/s of the funds or the manner in which the funds required to carry out the transaction in respect of which the professional services are being requested, were obtained.

The funds for the transaction in respect of which the professional services are being requested originate from:

- own funds
- income from own activity
- funding from EU banking institution (or an equivalent entity)
- funding from a controlling/other group company
- shareholders' loan
- other _____

The following documents concerning all persons mentioned herein are attached:

- i. copy of valid IDs
- ii. copy of Italian fiscal code numbers, if existing
- iii. extract of Chamber of Commerce records

I the undersigned hereby declare that I have read the enclosed privacy notice issued by the Data Controller to the Data Subjects pursuant to article 13 of the General Data Protection Regulation No 2016/679, and that I have understood the purposes and legal basis of processing, as well as the information regarding the storage period of the Personal Data provided, the types of Personal Data processed, the rights of the data subjects and the persons to whom the data may be disclosed and/or transferred. I hereby also acknowledge that the personal data shall be disclosed by the professional or professional firm to third parties in compliance with the law.

Place PRAGUE Date 13. 10. 2021

Full signature of the executor _____

I the undersigned, aware of the liability, including criminal liability, for untrue statements, hereby declare that in completing this form I have provided the necessary and up-to-date information to allow the Firm to carry out the appropriate client due diligence procedure, including the identification of the beneficial owner of the professional services, and hereby warrant and represent that such information is true and correct and I agree to notify any future changes in such facts and information. I hereby declare that I have been duly informed of the fact that failure to provide all or part of the information requested as above could adversely affect the Firm's ability to carry out the professional services requested and I undertake to provide the professional Firm without delay with any additions to or changes in the information contained herein.

Place PRAGUE Date 13. 10. 2021

Full signature of the executor _____

Nome and last name of the person making the identification _____

Position _____

Place and Date _____

Full signature of the person making the identification _____

DEFINITIONS

Politically exposed persons (Article 1 of legislative decree 231/2007 as amended and supplemented)

POLITICALLY EXPOSED PERSONS are natural persons who currently hold or ceased to hold important public offices less than one year before, and their immediate family members or persons with whom they are publicly known to hold close relationships, as listed below:

1. Natural persons who hold or have held important public offices shall mean:
 - 1.1. President of the Republic of Italy, President of the Council of Ministries, Minister, Vice-Minister and Undersecretary, President of a Region, regional councilman, Mayor of an administrative centre (*capoluogo di provincia*) or a metropolitan city, Mayor of a town with a population of not less than 50,000 inhabitants and equivalent offices in foreign countries;
 - 1.2. deputies, senators, members of the European Parliament, regional councilmen and equivalent offices in foreign countries;
 - 1.3. members of the governing bodies of political parties;
 - 1.4. Constitutional court, Italian Supreme Court or Audit court judges, members of *Consiglio di Stato* (Italian supreme court in administrative law matters) and other members of the Council for Administrative Justice of Region Sicily, and equivalent offices in foreign countries;
 - 1.5. members of the governing bodies of central banks and independent authorities;
 - 1.6. ambassadors, *chargés d'affaires* and high-ranking officers in the armed forces and equivalent offices in foreign countries;
 - 1.7. members of the administrative, management or supervisory bodies of enterprises directly or indirectly controlled by the Italian State or by a foreign state or wholly or mainly owned by Regions, cities who constitute administrative centres (*capoluoghi di provincia*) or metropolitan cities or by municipalities with a population of not less than 50,000 inhabitants;
 - 1.8. general manager of an ASL (*Azienda sanitaria locale* – local healthcare unit), a hospital or university hospital, and of the other Italian national healthcare service boards;
 - 1.9. directors, deputy directors and members of the board or equivalent function of an international organisation;
2. family members of politically exposed persons are: the parents, spouse or civil union or de facto partner or the like, children and their spouse, civil union or de facto partner or the like;
3. persons with whom politically exposed persons are publicly known to hold close relationships are:
 - 3.1. individuals who are co-beneficial owners of bodies corporate or have any other close business relationship with politically exposed persons;
 - 3.2. individuals who only formally hold control of an entity publicly known to have been de facto created in the interest and to the benefit of a politically exposed person.

Beneficial Owner (Article 1 and article 20 of legislative decree 231/2007 as amended and supplemented)

(Article 1) Beneficial Owner(s) is or are the natural person or persons, other than the client, in the interest of whom the business relation is ultimately initiated, the professional service rendered [or the transaction performed].

More specifically, the following criteria are to be adopted in identifying the beneficial owners of persons other than natural persons (article 20):

- 2) the beneficial owner of clients other than natural persons is or are the natural person(s) to whom direct or indirect ownership or control of the entity can be ultimately ascribed.
- 3) If the client is a corporation:
 - a) ownership of a shareholding exceeding 25 per cent of the client's capital by a natural person shall constitute an indication of direct ownership;
 - b) ownership of a shareholding exceeding 25 per cent of the client's capital through controlled companies, fiduciary companies or any third parties shall constitute an indication of indirect ownership.
- 4) In the event that the analysis of the ownership structure does not provide a conclusive indication of the natural person or persons to whom direct or indirect ownership of the entity may be attributed, the beneficial owner shall be the natural person or persons to whom control thereon is ultimately attributed as a result of:
 - a) control of the majority of the votes which may be exercised at ordinary general meetings;
 - b) control of a sufficient number of votes to exercise dominant influence at ordinary general meetings;
 - c) the existence of particular contractual constraints which allow the exercise of dominant influence.
- 5) Where the application of the above criteria does not make it possible to conclusively identify one or more beneficial owners, the beneficial owner shall be the natural person or persons with powers of administration or management of the company.
- 6) If the client is a private legal person (i.e., a foundation) set up pursuant to Italian Presidential Decree No 361 of 10 February 2000, all of the following shall be regarded as beneficial owners:
 - a) founders, if still alive;
 - b) beneficiaries, if identified or easy to identify;
 - c) persons discharging administrative or management responsibilities.
- 7) The obliged entities shall keep evidence of the checks carried out with a view to beneficial owner identification.

INFORMATION ON THE OBLIGATIONS PURSUANT TO LEGISLATIVE DECREE No 231 of 21 November 2007 as amended and supplemented

CLIENT OBLIGATIONS PURSUANT TO ARTICLE 22 OF LEGISLATIVE DECREE NO 231/2007

- 1) Clients shall provide in writing, under their own responsibility, the necessary and up-to-date information to allow the obliged entities to comply with client due diligence obligations.
- 2) For the purposes of this decree, enterprises with legal personality and private bodies corporate (i.e., foundations) must obtain and keep, for no less than five years, adequate, accurate and up-to-date beneficial ownership information and provide it to the obliged entities in connection with their client due diligence procedure.
- 3) The directors shall derive the information referred to under paragraph 2, regarding enterprises with legal personality required to register in the Companies Registry pursuant to article 2188 of the civil code, from the accounting records and financial statements, from the Register of shareholders, from communications regarding the company's ownership structure or control, to be provided by the enterprise pursuant to the legislation in force, from the shareholders' communications and any other fact available to them. If there are still doubts regarding beneficial ownership, the directors will submit an express request for information to the shareholders the extent of whose interest in the company remains to be further investigated. A shareholder's unjustified delay or refusal to provide the information which the directors consider necessary for the identification of the beneficial owner, or the provision of fraudulent information will result in the loss of the shareholder's right to exercise his voting right and the possibility to ask for review – pursuant to article 2377 of the civil code – of any resolutions passed with the shareholder's decisive vote. The provisions of articles 120 and 122 of the Italian Code of financial intermediation services, articles 74 and 77 of the Private Insurance Code and article 2341-ter of the Civil Code shall apply insofar as consistent.
- 4) The information pursuant to paragraph 2 regarding private bodies corporate (foundations) required to register in the Register of private bodies corporate pursuant to Presidential Decree No 361 of 10 February 2000 as amended, shall be obtained from the founder, if alive, of from the persons vested with the power to represent and administer the foundation, as stated in the by-laws, the memorandum of association, the books of account and any other communication or information available to them.
- 5) Trustees of express trusts regulated by law 364 of 16 October 1989 shall obtain and keep adequate, accurate and updated information on the beneficial ownership of the trust, meaning information on the identity of the founder, the trustee, the custodian, or any other person on behalf of the fiduciary, the beneficiaries or class of beneficiaries and the other natural persons who exercise their control over the trust and of any other natural person who ultimately exercises control over the assets contributed into the trust through direct or indirect ownership or by other means. Trustees of express trusts shall retain the information for no less than five years from the termination of their office as trustees and shall make it promptly available to the authorities referred to in article 21(2)(a) and (b). The same trustees who enter into a business or professional relationship in such a capacity, or carry out an occasional transaction, shall state their role to the obliged entities.

OBLIGATION TO REFRAIN FROM ENGAGING INTO A BUSINESS RELATIONSHIP, A PROFESSIONAL SERVICE OR A TRANSACTION, PURSUANT TO ARTICLE 42 OF LEGISLATIVE DECREE 231/2007

1. The obliged entities who are objectively unable to conduct the client due diligence procedure pursuant to the provisions referred to in article 19(1)(a), (b) and (c), shall refrain from entering into, or continuing, the professional services and the transactions, and consider whether or not a suspicious transaction report should be filed with the Italian Financial Information Unit pursuant to article 35.
2. The obliged entities shall refrain from entering into a business relationship or carrying out professional services and transactions or shall discontinue any business relationships or professional services already in place, to which fiduciary companies, trusts, anonymous companies or companies controlled through bearer shares with registered office in high-risk third countries are directly or indirectly parties. These measures shall also apply to any other legal entities, however named, based in such Countries, where the beneficial owner identification and verification process cannot be completed.
3. [... omitted]
4. The foregoing shall in any case be without prejudice for the application of article 35(2), in those cases where the transaction must be carried out because of a legal obligation to receive the deed.

CRIMINAL PENALTIES – ARTICLE 55 (3) OF LEGISLATIVE DECREE 231/2007

1. and 2. [... omitted]
3. Unless the fact constitutes a more serious offence, anyone who is required to provide the facts and information necessary for the purposes of the client due diligence procedure in accordance with this decree and provides false facts or untrue information, shall be punished by imprisonment from six months to three years and by a fine ranging from 10,000 euro to 30,000 euro.
[... omitted]

DATA PROTECTION NOTICE PURSUANT TO ARTICLE 13 OF (EU) REGULATION 2016/679

Studio Pirola Pennuto Zei e Associati with registered office at Via Vittor Pisani 20 - 20124 Milan, VAT number 06946520159 (hereinafter also the "Firm" or "Data Controller") shall process, including using IT media, the personal data of the Client and/or the individuals working at the Client's (which may be characterized as "data subjects" in accordance with the law), obtained or provided during and in relation with the client identification and due diligence activities within the meaning of legislative decree 231/2007 (hereinafter the "Client Identification Activities") pursuant to laws and regulations, including Regulation (EU) 2016/679, the "GDPR", and legislative decree 196/2003 as amended (the "Privacy Code"), as well as the measures in force from time to time which apply to the personal data processing carried out pursuant to the Engagement (hereinafter the "applicable Data Protection legislation").

Where necessary, the Client agrees to inform its directors, employees, independent contractors and/or any other third parties who are members of its organization in other capacities, of the processing of their personal data by the Firm for the purpose of carrying out the Client Identification Activities.

Pursuant to article 6(1)(c) of the GDPR, processing shall be carried out solely to meet the anti-money laundering obligations imposed on professional firms by legislative decree 231/2007.

Data shall be processed in any manners and using instruments which ensure their security and confidentiality. Personal data may be disclosed to the Firm's Professionals and/or employees, as persons in charge of processing or authorized to processing, subject to specific confidentiality obligations, as well as any public or private entities to whom the data are to be disclosed to carry out the purposes set out above or consistently with them.

The Client's personal data shall not be transferred outside the European Union.

If the relevant conditions are met, the Client may ask the Controller to exercise the data subject's rights under the applicable Data protection legislation including, in particular, the right to (i) access the data (among other things, to know the origin of data, the purposes and manner of processing and the logic involved, as well as the identification details of the Controller, the processor and the categories of persons whom the data may be disclosed to), (ii) have the data updated, rectified or erased (including rendering data anonymous or blocking), (iii) ask for restriction of processing or object to the processing, (iv) request data portability, (v) withdraw consent at any time. The data subject shall also have the right to file a complaint with the Supervisory Authority.

The Client's personal data shall be stored for the time strictly necessary to attain the purposes hereunder and in any case for the maximum period of time provided by the applicable legislation. Additional information on the period during which personal data are stored and the criteria used to determine such period may be requested by writing to the Controller at the address provided below.

The Personal Data Controller is Studio Pirola, represented by its then current legal representative, with registered office at Via Vittor Pisani 20, 20124 Milano, info@studiopirola.com.

The Firm has also appointed a data protection officer pursuant to article 37 of the GDPR (the "DPO"), who may be contacted on: privacy@studiopirola.com

These general terms and conditions (the "General Terms and Conditions") regulate the professional services (the "Professional Services") rendered by Studio Pirola Pennuto Zei & Associati (hereinafter also referred to as the "Firm") to the client (the "Client").

These General Terms and Conditions, the "Client Identification / Anti-Money Laundering" form and the engagement letter (the "Engagement Letter") constitute the agreement between the Firm and the Client (the "Agreement") for the provision of the Professional Services described in the Engagement Letter (the "Engagement").

1. PROFESSIONALS AND ENGAGEMENT TEAM

1.1. The Engagement team appointed to the Engagement may consist of the following professionals of the Firm (the "Professionals"):

(i) Partner

This is the Client engagement partner, who is mainly in charge of the strategic organisation, planning and supervision of the Professional Engagement.

(ii) Junior Partner

He has operating responsibilities and in addition to managing the engagement, he/she co-ordinates the work of the Senior Consultant and/or the Consultant he/she relies on in the performance of the engagement.

(iii) Senior Consultant and Consultant

A professional with a 5-7 years' experience, who provides direct assistance with recurring matters and cooperates with the Partner and/or Junior Partner.

(iv) Assistant

He is in charge of conducting research and supports the Senior Consultant and/or Consultant in the resolution of basic technical issues.

1.2. If members of "Studio di Revisori Associati" (an association of professionals separate from the Firm) are appointed members of your company's Board of Statutory Auditors (*Collegio Sindacale*) and/or Supervisory Body (*Organismo di Vigilanza*) pursuant to legislative decree 231/2001, the signature of these General Terms and Conditions shall constitute formal acknowledgement of the fact that some of the Firm's partners are also partners of *Studio di Revisori Associati*.

2. PLACE AND TIME OF PERFORMANCE OF THE ENGAGEMENT

2.1. The Professional Services shall be rendered in the place specified in the Engagement Letter.

2.2. As a general rule, the timeframe for the performance of the work – recurring, day-to-day and non-recurring advice and assistance in respect of tax, legal and labour law matters – and any specific procedures to be implemented in order to meet client requirements, shall be agreed beforehand from time to time, at the time of the engagement or thereafter.

Where a specific timetable or deadline is referred to in the Engagement letter, the Firm will use reasonable efforts to comply with the agreed timeframe and deadline. However, unless otherwise agreed in writing, the dates specified are for planning purposes and should be regarded as a general indication and therefore are not contractually binding on the Firm. The Client shall promptly report the need for urgent action or to comply with specific deadlines in order to agree with the Firm whether and to what extent the Professional Services may be rendered within the desired timeframe.

3. CONTACTS AND COMPLAINTS

3.1. The Firm's Engagement Letter shall specify the names of the Engagement Team members. Likewise, the Client shall provide the names of the contact persons at the company who will be in charge of dealing with the Firm in the performance of the Agreement.

3.2. Any complaints regarding the engagement shall be submitted to the Partner named in the Engagement Letter.

3.3. During the term of the Engagement, the Client may be contacted by third parties (such as, for instance, notaries public, auditors or third-party consultants appointed with the Client's agreement) to gather or provide data or information regarding specific obligations to be met or actions to be taken within the scope of the Engagement.

4. LIABILITY AND INSURANCE COVERAGE

4.1. The aggregate liability of the Firm, its Partners, Junior Partners, Senior Consultants and Consultants, Assistants, employees and independent workers for all losses, damages, costs and expenses (including interest and pecuniary or tax penalties, if any) arising as a result of the provision of the Professional Services, shall not exceed the lower of (i) twice the estimated fees stated in the Letter of Engagement and (ii) the fees billed to the Client and actually collected by the Firm in the twelve months prior the

Client's written complaint, except in the event of fraudulent conduct or gross negligence. On no account shall the Firm, its Partners, Junior Partners, Senior Consultants and Consultants, Assistants, employees and independent workers be held liable for, damages, costs and expenses (including interest and pecuniary or tax penalties, if any) arising as a result of intentional or unintentional acts or failure to act or false statements or misrepresentations of the Client or the Client's directors, executives, employees, attorneys-in-fact, representatives, agents or independent workers.

4.2. The Firm has taken out professional liability insurance with Zurich Insurance PLC (policy no. Z062747).

5. FEES AND EXPENSES

5.1. In the Engagement letter the Firm shall state the estimated fees for the performance of the work, which are determined having regard to the expected time required, the level of the Professionals involved and the complexity of the Services requested.

5.2. It cannot be excluded that the estimated fees may subsequently turn out to be inadequate and need to be revised. If at any time during the performance of the Engagement the fee increase should exceed 20% of the estimate, the Firm will timely inform the Client in order to reach a mutually satisfactory fee-adjustment arrangement, without prejudice to the Firm's right to receive payment of the fees originally agreed.

5.3. Unless otherwise agreed in writing, fees are determined on the basis of the time actually employed by the Professionals to render the Professional services at hourly charge-out rates varying with the level and experience of the Professional involved. Unless otherwise agreed, fees for recurring work will be invoiced monthly or quarterly, while fees for non-recurring assignments will be invoiced periodically on the basis of the status of the work. The fees to be billed shall be increased by itemised out-of-pocket expenses, flat-rate cost refunds and the legally prescribed charges separately reported in the invoice, i.e. VAT (for taxable transactions) and the compulsory contribution to the social security schemes for professionals.

6. DURATION OF THE AGREEMENT

Unless otherwise stated in the Engagement Letter, agreements relating to the provision of recurring Professional advisory and assistance Services have a term of one year, generally coinciding with the Client's financial year, and are automatically extended for additional one-year terms unless terminated by Client at three months' written notice before the original or extended expiration date.

7. CONFIDENTIALITY

The Firm and its Professionals shall keep any information obtained strictly confidential, in compliance with the ethical rules and principles governing the professions.

The information obtained may be used solely for the performance of the requested work. In order to avoid potential conflict, the Firm has implemented specific information segregation procedures.

8. DOCUMENTS

Any documents made available to the Firm during the provision of the Professional Services shall be kept on file for as long as appropriate. However, the Client should also retain the same documents in accordance with applicable rules.

9. USE OF ELECTRONIC MAIL

The Client is aware that the Firm makes regular use of electronic mail in the performance of the Professional Services. With regard to this:

- if the Client or the Firm has stated that a matter is particularly urgent, the sender will ensure, by a telephone call or otherwise as appropriate, that the message and/or document sent by e-mail has actually reached the intended recipient and is legible;
- the Client shall notify the Firm if e-mail is not an acceptable means of communication between them for the exchange of confidential messages or documents.

10. CLIENT IDENTIFICATION – ANTI-MONEY LAUNDERING RULES

The Firm must comply with the anti-money-laundering rules stipulated by legislative decree 231/2007 as amended and supplemented. Upon the Firm's engagement and at any time upon request, the Client agrees to provide, under its own responsibility, the necessary updated information required by the anti-money laundering forms enclosed with these General Terms and Conditions. The Client acknowledges that the Firm is obliged to report any suspicious transactions in accordance with the legislation in force from time to time.

11. DATA PROTECTION NOTICE

11.1 The Firm shall process, including using IT media, the personal data of the Client and/or the individuals working at the Client's (which may be characterized as "data subjects" in accordance with the law), obtained or provided during and in relation with the performance of the Engagement, pursuant to laws and regulations, including Regulation (EU) 2016/679, the "GDPR", and legislative decree 196/2003 as amended (the Privacy Code) as well as the measures in force from time to time which apply to the personal data processing carried out pursuant to the Engagement (hereinafter the "applicable Data Protection legislation").

11.2 Where necessary, the Client agrees to inform its directors, employees, independent contractors and/or any other third parties who are members of its organization in other capacities, of the processing of their personal data by the Firm for the purpose of providing the Services under the Engagement.

11.3 Purpose of processing shall be (i) to carry out the Engagement, (ii) to meet administrative and accounting requirements, (iii) to comply with a domestic and/or EU legal or regulatory obligation, (iv) to exercise and defend the Firm's rights, including in debt collection procedures, through third parties or otherwise, (v) to send Clients information or update circulars, or legal and tax newsletters, it being understood that upon the Firm's engagement or at any time thereafter Clients may request that forwarding of such communications be discontinued, and (vi) to notify personal data to third parties (specialist journals) to carry out Client satisfaction surveys.

11.4 Data processing for the purposes under points (i) and (ii) is necessary for the performance of the Engagement pursuant to article 6(1)(b) of the GDPR and therefore, failure to provide the personal data required for the performance of the Engagement shall result in the Firm's inability to carry out the service; data processing for the purposes under point (iii) is necessary to enable the Firm to carry out the legal obligations or the obligations however deriving from and/or related to the Engagement pursuant to article 6(1)(c) of the GDPR; data processing for the purposes under point (iv) is necessary, pursuant to article 6(1)(f) of the GDPR, to pursue the legitimate interests of the Firm, which are fairly balanced with the Client's interests, since the processing of personal data is limited to that strictly required for the purposes for which it has been obtained; data processing under point (v) is a legitimate processing pursuant to the applicable Data Protection Legislation which does not require consent, it being understood that upon the Firm's Engagement, or at any time thereafter, Clients may request that forwarding of such communications be discontinued; finally, data processing under point (vi) requires the data subject's consent pursuant to article 6(1)(a) of the GDPR.

11.5 The special categories of data referred to in Article 9 ("sensitive data") and article 10 (personal data relating to criminal convictions and offences) of the GDPR will be processed strictly within the limits necessary to properly carry out the Engagement and, in any event, in compliance with the applicable Data Protection Legislation.

11.6 Data shall be processed in any manners and using instruments which ensure their security and confidentiality. Personal data may be disclosed to the Firm's Professionals, as persons in charge of processing or authorized to processing, subject to specific confidentiality obligations, as well as any public or private entities to whom the data are to be disclosed to carry out the purposes set out above or consistently with them, including without limitation, banks, insurance companies, debt collection companies, companies in charge of the management and/or maintenance of the Firm's IT systems, in a capacity, as the case may be, as independent controllers or external processors. An updated list of external data processors is available at the offices of the Controller as identified below.

11.7 The Client's personal data shall not be transferred outside the European Union, unless strictly necessary for the performance of the Engagement, and in any case shall be transferred to countries which provide adequate guarantees of data security and protection pursuant to articles 44 ff of the GDPR.

11.8 The Client may ask the Controller to exercise the data subject's rights under the applicable Data protection legislation including, in particular, the right to (i) access the data (among other things, to know the origin of data, the purposes and manner of

processing and the logic involved, as well as the identification details of the controller, the processor and the categories of persons whom the data may be disclosed to), (ii) have the data updated, rectified or erased (including rendering data anonymous or blocking), (iii) ask for restriction of processing or to object to the processing, (iv) request data portability, if the relevant conditions are met, (v) withdraw consent at any time. The data subject shall also have the right to file a complaint with the Supervisory Authority.

11.9 The Client's personal data shall be stored for the time strictly necessary to attain the purposes hereunder and in any case for the maximum period of time provided by the applicable statute of limitations for the exercise of rights and/or the taking of action. Additional information on the period during which personal data are stored and the criteria used to determine such period may be requested by writing to the Controller at the address provided below.

11.10 The Personal Data Controller is Studio Pirola, represented by its then current legal representative, with registered office at Via Vittor Pisani 20, 20124 Milano, info@studiopirola.com.

11.11 The Firm has also appointed a data protection officer pursuant to article 37 of the GDPR (the "DPO"), who may be contacted on: privacy@studiopirola.com

12. LEGISLATIVE DECREE 231/2001 – ORGANIZATIONAL MODEL AND CODE OF ETHICS

12.1 The Firm has adopted the Organizational, management and control model pursuant to legislative decree 231/2001 and the Code of Ethics, an extract of which may be viewed on the Firm's Internet website.

12.2 In particular, the Client agrees to read and follow the Code of Ethics.

12.3 Should the Client breach the Code of Ethics or engage in conducts designed to commit the offences referred to in Legislative Decree 231/2001 and/or breach such legislation and/or inducing the Firm to breach the Model, the contractual relationship may be terminated within the meaning and for the purposes of article 1456 of the Italian civil code.

13. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of Italy, including the legislation regulating the provision of professional services. The Court of Milan shall have exclusive jurisdiction for any dispute related to the validity, efficacy, interpretation, performance, breach and/or termination of the Agreement.

14. FINAL PROVISIONS

This Agreement shall come into force on the day when signed by authorized representatives of both Parties. This Agreement shall become effective at the moment when published in the Register of Contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. The Parties have agreed that performances provided between the Parties according to the subject of this Agreement before its effectiveness will be included in the performances under this Agreement on the day of its effectiveness.

The Firm unreservedly agrees with the publication of full text of this Agreement so that it can be the subject of provided information in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended. The Firm also agrees with the publication of full text of this Contract in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.

Any changes to the Agreement shall be approved in writing by the Firm and the Client. The Agreement does not restrict or reduce the possibility for the Firm to contact and/or render professional services to other clients. In the event of disagreement between the General Terms and Conditions and the Engagement Letter, the provisions of the Engagement Letter shall prevail over these General Terms and Conditions.

SIGNED AND ACCEPTED:

[place and date] 14 -10- 2021 PRAGUE, ON

Signature

Name and last name in capital letters ING. JAKUB KLEINDIENST

Title/role within Client company in capital letters BURSAR OF UNIVERSITY

I hereby declare that I expressly accept the terms of the following articles: article 2. (Place and time of performance of the Engagement), article 4. (Liability and Insurance coverage), article 5. (Fees and Expenses), article 6. (Term of the Agreement) and article 12. (Governing Law and jurisdiction).

SIGNED AND ACCEPTED pursuant to articles 1341 and 1342 of the Italian civil code:

Signature

I hereby Give Deny my consent to the processing of the special categories of data referred to in Article 9 ("sensitive data") and article 10 (personal data relating to criminal convictions and offences) of the GDPR, necessary for the performance of the Engagement.

Signature

I hereby Give Deny my consent to the disclosure of my data to third parties in order to provide feedback on the Firm's Services

Signature

Annex: Client identification – anti-money laundering legislation form

SIGNED AND ACCEPTED:

[place and date]

14 -10- 2021

PRAGUE, ON

Signature

Name and last name in capital letters

ING. JAKUB KLEINDIENST

Title/role within Client company in capital letters

BURSAR OF UNIVERSITY

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Prověřeno právním odd. ČZU v Praze