

Agreement on the Conditions for Posting Business Letter Consignments No. 2022 / 00534

Česká pošta, s.p.,

Registered office: Politických vězňů 909/4, 225 99 Praha 1
Company registration number (IČO): 47114983
Tax identification number (DIČ): CZ47114983
Represented by: Jaroslav Říšský, Manager of International Acquisition Department
Oldřich Vytiska, Director of Logistics Division
Registered in the Commercial Register: Municipal Court in Prague, Section A, File 7565
Bank name: Citibank Europe plc
Account number: 2042060502/2600
Mailing address: P.O.Box 99, Praha 025, 225 99, Czech Republic
BIC/SWIFT: CITICZPX
IBAN code: CZ3626000000002042060502
hereinafter referred to as “ČP”

and

Registered office/Place of business:
Company registration number (IČO):
Tax identification number (DIČ):
Represented by:
Registered in the Commercial Register:
Bank name:
Account number:
Mailing address:

BIC/SWIFT:
IBAN code:
Sender's ID (CČK file ID):
Assigned technological number:
hereinafter referred to as „Sender“ or
100344044

[REDACTED]

WHEREAS,

[REDACTED]

2. ČP owns the licenses and qualifications required under the laws of the countries and regions in which it provides services as well as value-added service resources in relation to the provision of Services and other logistics, and is capable of providing the Services hereunder;

This Agreement on the Conditions for Posting Business Letter (Firemní psaní) and Business Letter – Registered (Firemní psaní – doporučeně) 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”).

Definitions

- 1) “**Logistics Node**” means the key logistics nodes designated by [REDACTED] labeled following the [REDACTED] system, which require from ČP consignment status that [REDACTED] can inform users.
- 2) “**Undeliverable Parcel**” means any Parcel that fails to be delivered (i) after completing the import clearance procedure, due to any reason attributable to the Buyer, including without limitation wrong information provided by the Buyer (such as Buyer address or telephone number) or failure of the Buyer or consignee to pick up the Parcel in a timely manner as agreed upon (“Return after Completion of the Customs Clearance Procedure”); or (ii) due to failure to complete the import clearance procedure, including without limitation any error in the information declared, the type or quantity of goods contained in the Parcel being inconformity with the relevant requirements of the customs, or refusal of the Buyer to provide any information required in customs clearance or to pay the customs duties (“Return after Failure to Complete the Customs Clearance Procedure”).
- 3) “**Return Service**” means such service wherein an Undeliverable Parcel delivered to the indicated warehouse of ČP, which should be picked by [REDACTED]
- 4) “**Service Scope or Services**” shall mean the logistics services to be provided by ČP under Article 1.1 hereof.
- 5) “**Online Transaction Platform**” shall mean, such E-commerce Transaction Platforms operated by the [REDACTED]
[REDACTED] and other online or e-commerce transaction platforms or websites.
- 6) “**Consignments**” are addressed shipments in their final form, in which they are to be delivered by the operator, in accordance with the Postal Terms and Conditions for Business Letter and the Postal Terms and Conditions for Business Letter - Registered
- 7) “**Buyer**” in this Agreement shall mean the addressee in accordance with Postal Terms and Conditions for Business Letter and the Postal Terms and Conditions for Business Letter – Registered

- 8) “**System**” in this Agreement shall mean a computer program (and related documents) independently developed by [REDACTED] including without limitation system software and application software as well as the middleware between them. User may, through [REDACTED] System, obtain ČP’s information and manage their shipping/logistics services and information, including but not limited to information relating to product information management, warehousing information management, service order information management, payment and settlement information management, and shipping status management during the logistics services processes. [REDACTED] system will be connected to the track & trace system of the Czech Post, from which it will obtain information about the movement of parcels through the API interface.
- 9) “**Affiliate**” shall mean any legal entity directly or indirectly controls, controlled by, or under common control with [REDACTED] where “control” (including, with correlative meanings, “controlling”, “controlled by”, and “under common control with”), means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting shares.

1. Purpose and subject-matter of this Agreement

- 1.1 This Agreement is to regulate the mutual rights and duties of both Parties ensuing from processes used to send Business Letter (Firemní psaní) and Business Letter - Registered (Firemní psaní – doporučeně) 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 the Postal Terms and Conditions for Business Letter - Registered valid as of posting date (hereinafter referred to also as “the Postal Terms and Conditions”). The wording of the Postal Terms and Conditions effective on the date of signing the contract forms its Annexes No.6 and 7. A draft of the relevant provisions of Postal Terms and Conditions – Basic postal Services effective on the date of signing the contract is Annex No. 8 of the contract.
- 1.2 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 www.ceskaposta.cz. Both Parties agree that only those relevant provisions of the Postal Terms and Conditions displayed by Annex No. 6 and 7 shall apply to this Agreement. [REDACTED] confirms that he made himself acquainted with the content and meaning of the relevant provisions 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. ČP can unilaterally change the Postal Terms and conditions. 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 [REDACTED] with information about changes of the relevant provisions 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. [REDACTED] is obliged to make himself acquainted with the new wording of the relevant provisions of the Postal Terms and Conditions. Entering into partial postal contracts in matters which are not regulated by this Agreement is governed by the relevant provisions of the Postal Terms and Conditions valid as of the date of posting. ČP will inform beyond that [REDACTED] at least 30 days in advance about the change of conditions to the e-mail address: [REDACTED]. The Parties agree that the services contemplated hereunder could be referred to the business operation procedure and standards set forth in Annex No. 5.

2. Preparation for posting

- 2.1 The posting data on the consignments to be posted must be handed over by the [REDACTED] to ČP at the time of posting (i.e. at the latest together with the physical consignments); the [REDACTED] 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 consignment until the posting data are handed over. The posting data must clearly indicate the the consignments are Business Letter or Business Letter - Registered consignments.

2.2 ČP has the right to refuse to accept consignments with illegible data.

3. Posting

3.1 Consignments will be posted as follows:

- Posting post office: Depo Mošnov 71 Postcode: 742 00
 - On Monday to Friday from 7 a.m. to 4 p.m.
 - Consignments accepted until 1 p.m. – 2 p.m are not guaranteed to be posted the same day
 - Between 1 p.m. – 4 p.m. only one truck can be .accepted
 - Latest acceptance time at the post office: 4pm (consignments will be posted the next day)
 - If 1 to 3 truckloads a day are posted, the trucks will arrive from the [REDACTED] one at a time 7 a.m., 9 a.m., 12 a.m.
 - Consignments accepted after the latest acceptance time will be considered as posted the next working day.
- ČP may make a unilateral decision and change the post office designated for posting of consignments in accordance with this subclause. In such case, ČP will inform the [REDACTED] about the change of posting post office by a notice sent to the email address of the [REDACTED] contact person specified in subclause 13.1 below. The change of posting post office will become effective on the day of sending the notice or on the day specified in the notice, whichever occurs later. The notice should be sent at least one month in advance with detailed address. Information about opening hours is available on ČP's website at www.ceskaposta.cz. Information about latest acceptance times is available on the same website. Consignments accepted after the latest acceptance time will be considered as posted the next working day.

3.2 If more than 3 trucks are to be posted, the [REDACTED] will inform ČP at least 2 days in advance:

- by an email sent to: jezik.pavol@cpost.cz, slacikova.olga@cpost.cz, lojkasek.martin@cpost.cz, markova.lucie.3@cpost.cz

3.3



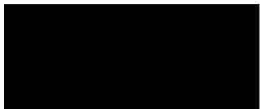



[REDACTED]

3.4

[REDACTED]







- 3.5 The [redacted] must indicate all necessary information on the address page of the consignment. When preparing the address page of consignment the [redacted] will follow templates for address page of consignments provided below:

Business letter (OL consignments)

			
		OL	
V případě nedoručitelnosti vraťte: P.O. BOX 70 742 00 Depo Mošnov 71			
		FP	
PSČ podací pošty: 742 00 Depo Mošnov 71 Hmotnost: 0,011 kg		<u>Adresát/Addressee</u> Jan Vzorek tel. <u>XXXXXXXXXXXX</u> Hlavní 5 110 00 Praha 1	

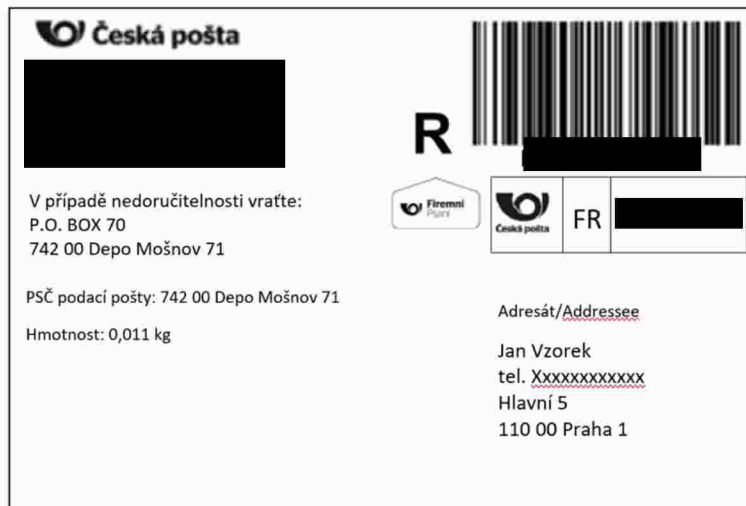
Dimension at least 14 x 9 cm
Minimum size of letters is 0,25 cm

Business letter – Registered, LF variant (LF consignments)

			
		LF	
V případě nedoručitelnosti vraťte: P.O. BOX 70 742 00 Depo Mošnov 71			
		FR	
PSČ podací pošty: 742 00 Depo Mošnov 71 Hmotnost: 0,011 kg		<u>Adresát/Addressee</u> Jan Vzorek tel. <u>XXXXXXXXXXXX</u> Hlavní 5 110 00 Praha 1	

Dimension at least 14 x 9 cm
Minimum size of letters is 0,25 cm

Business letter – Registered, RR variant (RR consignments)



Dimension at least 14 x 9 cm
Minimum size of letters is 0,25 cm

- 3.6 Templates provided in subclause 3.5 above are for economy consignments. If the [redacted] wants to post consignments as priority consignments he must indicate „D+1“ on the address page of the Consignment. In such a case, the parcels must be sorted according to the fact whether the Sender requests the provision of the service as a priority or economically and submitted in accordance with the other requirements of the Czech Post for sorting and marking submitted parcels, given to the ČP Sender in writing when signing this Agreement. ČP is entitled to change these requirements unilaterally. New requirements will be forwarded to the Sender in writing, at least 30 calendar days before they become effective

4. Verification of compliance with posting data

- 4.1 ČP will use a representative sample of the posted consignments for random verification of their compliance with the data in the list of consignments. The representative sample will be assessed for compliance with the parameters specified in the list. Adequate sample will 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.
- 4.2 If, during the verification process at any posting place, any parameter specified in the list of consignments differs by more than 8%, ČP will inform the Sender about the difference and the possibility of repeating the testing in the next 90 calendar days. If any parameter specified in the list of consignments during the repeated testing differs by more than 8%, ČP will have the right to propose to raise the price of the Business Letter and Business Letter - Registered consignments, and inform [redacted] at least 14 days in advance, and sign supplementary agreement for the new price.
- 4.3 ČP will allow the Sender's representatives to attend the repeated testing. The attending representatives of ČP and of the Sender, 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, in EUR currency
- 5.2 The price of consignments posted under this Agreement will be charged in accordance with Annex No. 1 – Price for Business Letter and Registered Business Letter Services. The price is quoted exclusive of VAT. The Sender has to pay the price together with the VAT at the current rate.
- 5.3 The logistics service fees shall be settled when
- a) in the case of Business Letter - Registered consignments the status of the Consignment indicated in ČP Systém becomes "21" which means status "GTMS-ACCEPT" in [REDACTED] System, and a corresponding invoice shall be generated,
 - b) in the case of Business Letter after verifying the list of all posted consignments and a corresponding bill shall be generated.
- 5.4 ČP will issue an invoice - a tax document together with the relevant statement from ČP once a month for the previous calendar month, indicating the due date. [REDACTED] will pay the issued invoice within [REDACTED] [REDACTED] from receipt of the tax document and the relevant statement from ČP. In the event that [REDACTED] does not confirm the invoice, or ČP discovers that the invoiced amount for a specific calendar month should have been higher and the parties agree on an amended invoice, ČP will issue a corrective tax document to the tax document for the relevant calendar month in accordance with the confirmed amount and details of the invoice. Subsequently, proper payment of the corrected tax document will take place by ČP in the event of a reduction in the original payment amount in the relevant month, or by [REDACTED] in the case of an increase in the payment amount in the relevant month, within the specified deadline [REDACTED] [REDACTED] [REDACTED] from receipt of the corrected tax document.
- 5.5 If the [REDACTED] defaults on payment of the price, the [REDACTED] will pay default interest at a rate set out in the Government's Decree No. 351/2013 Coll., on setting of default interest rates and default charges connected with the assertion of claims, on setting the fees of liquidators, liquidation administrators and court-appointed members of bodies of legal entities, and on regulation of certain matters of the Commercial Bulletin and public registered of legal entities and individuals, as amended.
- 5.6 The Parties have agreed that invoices - tax documents in the PDF format with attached electronic signature ("electronic invoice") together with any other annexes required by contract will be sent by electronic means, as attachment to an email message sent from the email address of ČP ucto.fakturaceceskaposta@cpost.cz to the [REDACTED] email address [REDACTED], [REDACTED] and [REDACTED].
- 5.7 Electronic invoices are considered as delivered on the day when the email message with the attachment containing the electronic invoice is sent from the email address of ČP ucto.fakturaceceskaposta@cpost.cz to the [REDACTED] email address [REDACTED], [REDACTED] and [REDACTED].
- 5.8 [REDACTED] ID (CČK file ID): [REDACTED]
- 5.9 If [REDACTED] defaults on his debts to ČP within the maturity period set in subclause 4.4 above, ČP reserves the right, during the period of the [REDACTED] 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.

- 5.10 [REDACTED] has no establishment in the Czech Republic and has not been registered as a VAT payer in the Czech Republic. The postal services are provided by ČP to a company registered as a VAT payer in [REDACTED]
- 5.11 With respect to the fees that are not listed in Annex 1, ČP shall provide [REDACTED] with the relevant data of and basis for settlement in advance. [REDACTED] will pay the fees after confirmed by [REDACTED]
- 5.12 The [REDACTED] 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 [REDACTED] 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.
- 5.13 Before the first posting hereunder, the Sender will transfer to ČP's account number 2042060502/2600 (BIC/SWIFT: CITICZPX, IBAN: CZ36 2600 0000 0020 4206 0502), constant symbol: 0308, variable symbol (payment reference number): [REDACTED] advance payment of EUR [REDACTED] ČP may use this advance payment, in case [REDACTED] defaults on his debts to ČP above 2 months after the invoice issued date, in the period of duration of this Agreement to settle any outstanding debt of the Sender towards ČP.
- 5.14 ČP will inform the Sender about any use of the deposited advance payment, or any part thereof, for settlement of the Sender's debt and the Sender will be obliged to top up the advance payment to the original amount within 15 days.
- If the average turnover for services under this Agreement for three consecutive calendar months exceeds two thirds of the advance payment, the Sender will be obliged within 15 days, upon ČP's request, to top up the advance payment to the amount of 1.5times the average monthly turnover for services provided under this Agreement for the past three consecutive calendar months
- 5.15 If the advanced payment is not used, it will be returned back in full to the Sender's original bank account within 60 days after the termination of this Agreement. A final invoice will be issued after the termination of this Agreement, only if [REDACTED] defaults on the payment of the final invoice in violation of paragraph 4.4 that ČP is entitled to deduct the amount of the advanced payment corresponding to the amount of the sender's unpaid due debts towards ČP before returning it, even if 2 months have not yet passed according to the provisions of paragraph 413. ČP should pay the deducted amount to [REDACTED] advanced payment account in 30 dyas when [REDACTED] pay all debts.If the deposited advance payment is clearly insufficient to cover the price for t,he postal services used by the Sender in the given billing period, ČP reserves the right to refuse to accept consignments under the conditions of this Agreement. If the Sender defaults on payment of the price for postal services or on topping up of the advance payment, ČP reserves the right either to refuse to accept consignments under the conditions hereof or to accept consignments under the conditions hereof only if they are posted at a post office designated by ČP and paid for by cash in advance.
- 5.16 The Parties agree that if any bank charges incurred from [REDACTED] payment on logistics service fees, the expenses shall be borne by both Parties (SHA), which means that remitting bank charges shall be borne by [REDACTED], and receiving bank charges by ČP.

6. Rights and Obligations

6.1 [REDACTED] Rights and Obligations: [REDACTED] shall:

- 1) inform ČP by giving a prior written notice of the information in relation to the status and the management or disposal of the commodity;
- 2) provide ČP in reasonable advance with accurate and complete instructions, information and documents required for the performance by ČP of its obligations hereunder;
- 3) pay to ČP the service fee in a timely manner as agreed hereunder in accordance with the settlement and payment procedures.
- 4) be liable for its breach hereunder to ČP according to the provisions of this Agreement and applicable laws; and
- 5) not require ČP to provide logistics services hereunder to the commodity the import/export and transport of which are forbidden or restricted by applicable laws.
- 6) [REDACTED] shall be entitled to review and evaluate the performance of ČP, including:
 - assess ČP's overall performance and its performance of specific categories of services for last quarter;
 - assess whether ČP fails to meet the expected standards or has any issues that shall be improved;
 - review ČP's performance after the implementation of the improvement plans;
 - let ČP submit work reports as requested by [REDACTED] the content of such work reports shall meet [REDACTED] requirements; and
 - let ČP submit business index (such as regional coverage, business volume, potential business opportunities, etc.) as requested by [REDACTED]

6.2 ČP's Rights and Obligations: ČP shall:

- 1) render services timely upon receiving requests from [REDACTED] System, and shall guarantee the timely update of the order processing information. ČP shall also ensure the authenticity, promptness and completeness of the information provided.
- 2) assist [REDACTED] with the services in all respects, and comply with the reasonable requirements made by [REDACTED] for performance of the services, especially including, to respond all logistics information to [REDACTED] in accordance with [REDACTED] requirements;
- 3) cooperate with [REDACTED] in investigating and solving the inquiries and complaints made by [REDACTED] and its users;
- 4) ensure that its employees assigned to provide the services have corresponding skills and experiences required for such assignment;
- 5) [REDACTED] is entitled to carry out an inspection of the transport conditions aimed at assessing the external influences to which the postal items are exposed during transport. The sender informs the ČP about the intention to carry out an inspection by e-mail to the address markova.lucie.3@cpost.cz. The date and place of the inspection is determined by the ČP. The inspection is carried out under the guidance of a ČP employee. The subject of the inspection are the premises and means used by the ČP to carry out the transport of postal items. The specific controlled areas and means are determined by the ČP employee so that the Sender receives adequate information about the conditions under which the shipments are transported. The inspection is

carried out in a way that ensures the protection of postal secrecy, the safety of transported parcels and does not disrupt the transport process;

- 6) not be entitled to exercise (or permit any third party to exercise) a lien or any other rights against any parcel, transport and customs declaration and other relevant documents, or equipment provided by [REDACTED] to be used by ČP and/or properties belonged to [REDACTED] and/or its users;
- 7) ČP may refuse acceptance and postal transport of parcels in accordance with the applicable laws and regulations and whose content is in conflict with the applicable laws and regulations, or ČP has reasonable suspicions and evidence of this.
- 8) ČP shall be liable for all responsibilities borne by the Subcontractors;
- 9) ČP confirms that during the promotion period (which including but not limited to Double 11 and black Friday, the specific period of which is subject to [REDACTED] notice), ČP shall endeavor to cooperate with [REDACTED] to fulfill its service requirements, and at least to maintain its service level as agreed under this Agreement and a minimum of 150% of its daily processing volume (the daily processing volume is calculated by average daily processing volume for the previous 30 days ahead of the promotion period, and excluding the periods of any other promotions)..
- 10) ČP shall keep records and supporting documents relating to the national Logistics Services for at least one (1) year. ČP guarantees all the subcontractors engaged possessing required licences/qualifications under applicable laws for the Logistics Service. ČP is responsible for the activities of its subcontractors as if it were an activity performed directly by ČP. any liens of parcels and documents involved in the service entrusted by [REDACTED] to ČP under this Agreement or other logistics service agreements signed between both Parties shall be excluded.
- 11) ČP is liable for the authenticity and shall provide the following documents to [REDACTED]
 - a) Certificate of incorporation and related documents (based on the jurisdiction where ČP is registered
 - b) Business operation license and other qualifications for the service provided hereunder;
 - c) Certificate of liability insurance purchased by ČP.

7. Representations and Warranties

- 7.1 [REDACTED] will strictly abide by the cooperation principles of voluntariness, equality, fairness and integrity, and fully respect the partner's right to operate independently. In case ČP detected any violation of above-mentioned cooperation principles by [REDACTED] employee, ČP may timely report through [REDACTED] supervision email at [REDACTED]. [REDACTED] will follow the principles of confidentiality and objectivity to carry out investigation.
- 7.2 ČP represents and warrants that it is legally established and continually existed in accordance with the laws of the country or region where it is registered, and it is duly authorized to sign this Agreement and has obtained all necessary permits or licenses required for performance of this Agreement, and such permits or licenses shall remain valid for the term of this Agreement;
- 7.3 ČP shall, at its own costs, purchase insurance with sufficient coverage for the parcels and staff in connection with the International Logistics Services as required by laws and regulations where it is registered and the countries and regions where the services will be rendered;
- 7.4 ČP warrants that performance of its obligations under this Agreement will not infringe any contractual clauses, obligations, laws, regulations, or court orders (including but not limited to those relating to security of personal information, customs, antitrust law, money laundering and antipiracy, and conventions of the International Labor Organization) that are binding upon either Party, and ČP represents

and warrants to [REDACTED] that it will comply with all laws and regulations applicable to any shipment or transaction hereunder and the laws and regulations in which [REDACTED] affiliate is listed;

- 7.5 ČP undertakes and warrants that it complies with all sanction laws and regulations applicable in the Czech Republic, and neither the ČP nor its Subcontractors within this Agreement, nor any affiliate, officers, directors, or shareholders (including indirect shareholders) or ultimate beneficial owner of ČP or its Subcontractor, have been identified as a Restricted Entity, which means that they are not subject to the various consolidated sanction lists issued by the United Nations Security Council, the various sanction lists issued by the European Union and other sanction lists legally binding on the ČP („or“ effective in the Czech Republic), which leads [REDACTED] to be in non-compliance under applicable laws due to receive the Logistics Service Furthermore, ČP and its Subcontractors shall not directly or indirectly facilitate the activities of the above-mentioned Restricted Entities or be engaged in any Prohibited Transactions involving Restricted Entities as far they are aware of it. The Code of Conduct for ČP's Contractors summarizes the key values and standards of conduct, promoted and observed by ČP. The provision about the Code of Conduct ČP's Contractors shall be a part of the contractual documentation between ČP and its Subcontractors;
- 7.6 ČP undertakes that it will comply with all applicable import & export control related laws and regulations and obtain all licenses for import & export control required for performance of this Agreement;
- 7.7 ČP represents and warrants that (1) it has possessed all the requisite skills and professional knowledge, (2) it has legal ownership or has sufficient and effective authorization to use facilities and equipment required to perform the logistics services, and (3) it is capable of rendering logistics services in a skilled, adequate and satisfied manner;
- 7.8 ČP represents and warrants that any contract signed with Subcontractor shall be strictly in compliance with this Agreement; ČP is not entitled to claim non-performance or defective performance of this Agreement in the reason that the contract with the Subcontractor cannot cover of the commitment to [REDACTED]
- 7.9 ČP represents and warrants that the system and system interface in any form shall be equipped with the capacity of security protection, any transmission, adoption of the data received from [REDACTED] shall be used only relating to the issues for the cooperation with [REDACTED] ČP shall regularly check and identify security and stability dangers to ensure safe and smooth;
- 7.10 ČP shall:
- comply with all applicable laws and regulations with respect to anti-bribery and anti-corruption, including but not limited to such laws and regulations issued by the Czech Republic and the European Union or binding international agreements to which the Czech Republic is committed, Anti-Corruption Programme of the Ministry of Interior of the Czech Republic; as well as ethics and anti-bribery policy provided from time to time by [REDACTED] to ČP in advance unless it's found conflicted with applicable law;-have and maintain appropriate anti-bribery policies and procedures throughout the term of this Agreement, and enforce such policies and processes as appropriate, including but not limited to its own Corporate Compliance Programme against corruption and other forms of illegal or unfair conduct, the basic principles of desirable and unacceptable behaviour in the Code of Conduct of Česká pošta; and
 - immediately report to [REDACTED] any requests or demands it has received due to performance hereof for any improper financial or other improper benefits of any kind.
- 7.11 ČP shall not offer illegitimate benefits in any form to employees and consultants of [REDACTED] and its associated companies. If ČP breaches this provision, it agrees that [REDACTED] is entitled to terminate this

Agreement immediately and ČP shall pay (a) 10% of fees already incurred under the Agreement at the time of termination or (b) the total amount equivalent to the illegitimate benefits in any forms, whichever is greater, as compensation to [REDACTED]. If the liquidated damages are insufficient to cover the direct economic losses suffered by [REDACTED] due to ČP's breach, including but not limited to the compensation, fines, liquidated damages, and the additional expenses and legal fees incurred by finding any third-party logistics provider, ČP shall compensate [REDACTED] for the balance of the above losses.

- 7.12 ČP warrants that all the documents provided to [REDACTED] are true, accurate and valid during the term of this Agreement; ČP shall be solely liable for any legal consequences (including but not limited to administrative penalty, financial damages) arising out of any flaw or deficiency in the qualification documents, and shall indemnify all loss incurred by [REDACTED] (including but not limited to Users, Sellers, ČPs, agents and staff represented by [REDACTED] arising therefrom.
- 7.13 ČP represents and warrants that it shall strictly follow this Section, otherwise [REDACTED] is entitled to terminate, at its option, this Agreement immediately on written notice, without incurring any responsibilities to the other from said termination and any claim, penalty, etc. resulting from such noncompliance shall be borne by ČP.

8. Insurance

- 8.1 During the term of this Agreement, ČP shall purchase and maintain in its own name the following insurances, and guarantee that its insurance company has waived any and all right of subrogation and any other right for recourse:
- 1) logistics liability insurance that is sufficient to cover relevant logistics liabilities [REDACTED] may assume hereunder;
 - 2) public liability insurance with Limit of Indemnity for basic scope of cover: [REDACTED] CZK per one insurance event, max. [REDACTED] CZK per annual insurance period;
 - 3) relevant insurances that are required to be purchased by employer for employee according to the mandatory provisions of the laws and regulations of the place where ČP is located, including medical, work injury, unemployment, retirement, and occupational disease insurances;
 - 4) other insurances to be purchased by ČP for provision of the Transportation Services and other Services hereunder according to the provisions of the laws and regulations of the place where ČP is located or the Services are provided;
 - 5) other reasonable insurances [REDACTED] requires ČP to purchase according to actual business needs.

9. System Requirement

- 9.1 [REDACTED] shall have the right to close corresponding system entry in the event that ČP's system goes down temporarily or has actual or possible serious safety risk which may have an impact on [REDACTED] System. However, [REDACTED] shall notify ČP before such closing.
- 9.2 ČP shall notify [REDACTED] in written ten (10) working days in advance in the case of normal system maintenance. Its improvement and optimization of the system interface shall not interfere with stable running of [REDACTED] System. Under special circumstances where the maintenance will affect system interface, ČP shall notify [REDACTED] in writing and implement such maintenance upon confirmation of both Parties.
- 9.3 Intellectual Property Rights "Intellectual Property Rights" under this clause means intangible assets such as trademarks rights, patents rights, copyrights, including but not limited to proprietary

rights/ownership based on works, products, source code of computer programs, trade names, logos, brands, domain names, documentation, materials, technical interfaces and API documentation of all kinds, and licensing rights based on such proprietary rights/ownership.

- 9.4 Both Parties agree and confirm that any materials, contents, designs, and the relevant Intellectual Property Rights, not arising from the performance of this Agreement but based on the performance of this Agreement, provided by one Party and/or its affiliates to the other Party in writing and/or non-writing form, including, in particular for [REDACTED] the Intellectual Property Rights related to the [REDACTED] brand and [REDACTED] System" owned by [REDACTED] and/or its affiliates, in particular for Czech Post, the Intellectual Property Rights related to the "Czech Post" brand owned by Czech Post and/or its affiliates unless otherwise agreed in this Agreement, are always owned by the original owners ("**Existing Intellectual Property**"), and the other Party shall not have any rights. The signing of this Agreement by both Parties does not deem as any transfer of Intellectual Property Rights, and without the consent of the owner, the other Party is not allowed to use the owner's Intellectual Property Rights in any way by itself or by entrusting a third party for any reason.
- 9.5 For the purpose of performing this Agreement only, [REDACTED] grants to ČP (including its Subcontractor, if any) a royalty-free licence to use, on a non-exclusive and non-assignable basis, [REDACTED] System during the term hereof and in the place where this Agreement is performed. Such license does not include the rights to copy, sell, distribution and information network transmission, also not include embedding any program or content of the [REDACTED] System (or any part thereof) into other system or software, assembling or creating mirror sites, etc.
- 9.6 For the purpose of performing this Agreement, during the term hereof [REDACTED] and/or its affiliates shall be entitled to irrevocable and royalty-free licensing rights to use the Intellectual Property Rights provided by ČP to [REDACTED] ČP agrees to grant and hereby grants to [REDACTED] and/or its affiliates, as of the effective date, a non-exclusive, worldwide, and royalty-free license to use the ČP's brand, trade name and its logos for the purpose of this Agreement. Such authorization includes that [REDACTED] could use ČP's trade name, trademark, logos, service brand on the [REDACTED] System, as well as the websites of [REDACTED] its affiliate companies and cooperators; [REDACTED] may also publicize through various promotion channels the cooperation relationship and Logistics Services between the Parties, including but not limited to information related to service standard, charging standards and other logistics services committed by ČP to [REDACTED]
- 9.7 This provision will survive in the event of the termination or rescission of the agreement, or in the event of a final determination of invalidity of any provision of this Agreement.
- 9.8 [REDACTED] Brand means [REDACTED] [REDACTED] and their icons or logos, or other graphics or text information used to identify/ point to the identities, products or services information of [REDACTED] and/or its affiliates. [REDACTED] Brand are registered trademarks or trademarks or service marks of [REDACTED] and/or its affiliates, which belong to [REDACTED] and/or its affiliates. During the period of performing this Agreement, ČP may, only with [REDACTED] and/or its affiliates' prior written consent, use [REDACTED] Brand, provided that ČP shall strictly comply with the VI specifications of [REDACTED] and/or its affiliates. Each of the manuscripts, writings, or blueprints prepared by ČP shall be examined and confirmed in writing by [REDACTED] and/or its affiliates.
- 9.9 ČP agrees and warrants that ČP shall not infringe upon any Intellectual Property Rights of third parties during the performance of this Agreement; otherwise, ČP shall be liable for all the legal liabilities arising out of such infringement. If [REDACTED] is subject to any lawsuit, administrative investigation or injunction due to such infringement, the ČP shall use its best reasonable efforts to assist [REDACTED] to take effective remedies.

- 9.10 ČP agrees and warrants that ČP and/or its affiliates shall not, by any means, modify, reproduce, distribute, lease, assemble, and publish the intellectual property rights of [REDACTED] and/or its affiliates; shall not infringe the intellectual property rights of [REDACTED] and/or its affiliates through reverse engineering or similar means; shall not provide the public with the intellectual property rights of [REDACTED] and/or its affiliates in an online or offline manner.
- 9.11 [REDACTED] agrees and warrants that [REDACTED] and/or its affiliates shall not, by any means, modify, reproduce, distribute, lease, assemble, and publish the intellectual property rights of Czech Post and/or its affiliates; shall not infringe the intellectual property rights of Czech Post and/or its affiliates through reverse engineering or similar means; shall not provide the public with the intellectual property rights of Czech Post and/or its affiliates in an online or offline manner.
- 9.12 If the ČP commits any breach to the Intellectual Property Rights clause of Article, [REDACTED] has the right to unilaterally terminate this agreement by written notice. The ČP shall be liable for compensation of any loss incurred by [REDACTED] and use its best reasonable efforts to eliminate any negative impact on [REDACTED]. If the [REDACTED] commits any breach to the Intellectual Property Rights clause of Article, ČP has the right to unilaterally terminate this agreement by written notice. The [REDACTED] shall be liable for compensation of any loss incurred by ČP, and use its best reasonable efforts to eliminate any negative impact on ČP.

10. Confidentiality and personal data processing

- 10.1 Both Parties shall bear the obligations of confidentiality as to Confidential Information of the other Party. Unless otherwise required by applicable laws and regulations or otherwise provided in this Agreement, any Party shall not disclose, reproduce, save the Confidential Information of the other Party, or use them in the activities not related to this Agreement or use them for profits without written consent of the Party who owns Confidential Information.
- 10.2 For the purpose of this Article, “**Confidential Information**” shall mean (1) all techniques, technical results, technical information, list of Client and partners, prices, business information and relevant User’s data (including without limitation Client’s name, transaction information, parcels/goods information, identity and contact information of sender and recipient, any other address and contact information), and other accumulated data information known or received by disclosing party, by any means and in any form provided to receiving party, pursuant to and in performing this Agreement, Product Agreement and any of its supplemental agreements . (2) this Agreement, Product Agreement and any of its supplementary agreements and exhibits; (3) any information which, clearly notified in writing by disclosing party to receiving party, belongs to disclosing party’s confidential information.
- 10.3 Except as provided in Article 9.1, one Party could make disclosure of Confidential Information to its attorneys, accountants and competent governmental authorities or required by the competent governmental authorities as necessary and minimized for the performance of the Agreement. If the disclosure is required by the government, the disclosing party shall immediately inform the disclosed party of the reasons and the scope of disclosure. Any liabilities arising from the leakage of either Party, its Subcontractor, its agents or its employees, the Party shall be liable and compensate the other Party for the losses caused thereby.
- 10.4 During the term hereof, for any technical documentation provided by one Party to the other, the recipient may not use such technical documents for any purposes other than the performance hereof, and shall not acquire any rights and interests of such technical documents.
- 10.5 For the purpose of this Article, the Confidential Information shall not include any information which, as evidenced by the Parties in writing:

- 1) becomes publicly available at the time of disclosure;
 - 2) is owned by the other Party prior to the disclosure by the disclosing Party;
 - 3) becomes publicly available through no fault of the other Party;
 - 4) is required to be disclosed by a Party according to laws, regulations, effective judgments or administrative decisions; and
 - 5) is legally obtained by a Party from any third Party and is not subject to any restrictions on disclosure or use.
- 10.6 ČP represents and warrants that it will take all reasonable and necessary measures to protect data of Client transferred from [REDACTED] through data interface, including but not limited to data of Users, buyers and sellers, personal data, transaction data, commodity information data etc. ([REDACTED] **Sensitive Data**). [REDACTED] Sensitive Data can only be used to provide services under this Agreement, and ČP shall not transmit or allow access to any third party except when it is necessary for providing services under this Agreement. ČP shall ensure that the confidentiality and data security obligations of service ČP it assigns under this Agreement shall not be less than that of this Agreement. If for the purpose of this Agreement ČP needs to disclose to any third party other than for providing the aforesaid services, or to use [REDACTED] Sensitive Data for other purposes, including but not limited to other services, research, marketing, etc., it may only do so with prior written consent of [REDACTED] or if required by law or by decisions of public authorities.
- 10.7 The Parties agree and authorize the other Party to collect, store, transmit, analyze, use and process information of the Parties, and their Subcontractors, agents, staff, customer service personnel, including but not limited to names, telephone numbers, email addresses, etc., and the cross-border transmission of the information, as necessary for the purpose of performing this Agreement and the Product Agreement. Any processing of information containing personal data may be carried out by the Parties only in a manner that complies with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 10.8 ČP represents and warrants that it shall implement appropriate technical and organizational measures to protect [REDACTED] Sensitive Data from (i) accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the [REDACTED] Sensitive Data (if any of the above circumstances occur, it will be deemed as a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
- 1) the pseudonymization, anonymization and encryption of personal data;
 - 2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 3) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 4) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 10.9 The Parties represent and warrant that it shall make strict adherence to Data Protection Addendum (Annex No. 4 to this Agreement) and its Appendices: (1) Data Sharing Description and (2) Security Measures.

11. Liabilities

- 11.1 Each Party shall be liable to the other Party and shall compensate the losses, damages, claims of the other Party arising from its breach of this Agreement, unless otherwise explicitly provided concerning limitation of liability. Each Party is entitled to deduct liquidated damages from any deposit paid by other Party or any due payment that shall be made by other Party.
- 11.2 Unless otherwise agreed herein, neither Party hereto shall be liable in any event for any indirect or consequential damages or any loss or damage of goodwill or business suffered by the other Party arising out of or in connection with this Agreement for any reason whatsoever, including without limitation misrepresentation (before the date hereof and/or during the term hereof), negligence, other torts, breach of contract or lawful duty.
- 11.3 Nothing in this Agreement shall be deemed to limit or exclude ČP's liability for fraud, death or personal injury caused by negligence, other liabilities that may not be limited or excluded according to the laws.

12. Force Majeure

- 12.1 In any case, both Parties shall not be responsible for any service failure or delay resulted from or caused by events of force majeure, e.g. wars, strikes, riot, revolt, terrorism, disturbance, natural disaster (including without limitation fire, flood, typhoon, volcano eruption, earthquake, tsunami), explosion not caused by ČP, act of government (e.g. Customs detainment) or the orders issued by the international and domestic court. however, ČP shall immediately notify [REDACTED] in written form without undue delay after it receives such information/notice to ensure [REDACTED] may make proper announcement. ČP shall also provide corresponding administrative notice or governmental document together with its notification, if one has been issued, failing which ČP shall not be exempted from liabilities.
- 12.2 Where a Party is prevented from performing part or all of its obligations hereunder due to any event of force majeure (the "Affected Party"), the Affected Party shall promptly notify the other Party and may be released from part or all of its obligations hereunder if the other Party so agrees according to the actual circumstances. If such event of force majeure affects the direction range provided by ČP by more than 50% or the quantity of the orders exceeds 50% of the average daily quantity and persists for more than Sixty (60) calendar days, either Party may terminate this Agreement by prior written notice to the other Party.

13. Other provisions

- 13.1 Contact persons on behalf of the [REDACTED] (name, position, phone, email and/or fax):

a) [REDACTED]

b) [REDACTED]

Contact persons on behalf of ČP (name, position, phone, email and/or fax):

Lucie Marková, markova.lucie.3@cpost.cz, +420 604 221 556

- 13.2 The Parties agree to immediately inform the other Party in writing about any changes in the contact persons and details mentioned in subclauses 12.1 above. These changes do not require an Amendment to this Agreement to be made in writing.
- 13.3 The [REDACTED] and ČP are obliged to timely inform the other Party to this Agreement in writing about any changes concerning the bank account, name, identification, registered office or organisational changes

in respect of payment from account as well as about other facts that can affect the performance of this Agreement.

- 13.4 The sender and ČP expressly agree on a deviation from the standard complaint handling procedure, as stated in Annex No.9 – "Claim Manual".

14. Final provisions

- 14.1 This Agreement is made for a [REDACTED] [REDACTED] [REDACTED] [REDACTED] Either Party may terminate this Agreement without giving any reason; the term of notice is 3 months and starts running the day next to delivery of the notice to the other Party. If the Sender refuses by a notice in writing to accept changes of the Annex No. 1 and/or the Postal Terms and Conditions, 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 Pricelist and/or 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 and/or the Pricelist must be made by the Sender in writing.
- 14.2 ČP reserves the right to withdraw from this Agreement if the [REDACTED] fails to observe the agreed conditions materially despite warning. ČP will send a notice warning the [REDACTED] to the last known address of the latter and the [REDACTED] will remove the found material 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 [REDACTED] or at any time while it lasts. In such case the [REDACTED] will not be granted an additional 15-day period and ČP will be entitled to withdraw from this Agreement without prior notice.
- Any withdrawal from this Agreement takes effect and this Agreement becomes terminated on the day of delivery of the notice of withdrawal served in writing to the other Party. Mutual performances exchanged between the Parties until the withdrawal will not be returned, and the [REDACTED] will pay the price for services provided by ČP until the withdrawal.
- 14.3 Unless it is specified otherwise, this Agreement may be modified only by amendments to this Agreement, made in writing, numbered in ascending order and signed by both Parties to this Agreement.
- 14.4 The Parties agree to maintain the confidentiality of trade secrets of the other Party and also of the facts and information that have been designated in writing as confidential. The Parties consider as trade secrets all competitively significant, identifiable, measurable and in the relevant business circles normally inaccessible facts connected with the Parties, whose owner - in his own interest - ensures their confidentiality in an adequate manner. For the purposes of this Agreement, trade secrets are mainly information about the existing contractual relationships between the Parties, details about the amount of price and the manner of its setting, payment terms, data on the extent and volume of provided services, and the details that define the provided performance beyond publicly available information.
- 14.5 The duty of confidentiality continues 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).
- 14.6 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.

- 14.7 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.
- 14.8 The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by this Agreement.
- 14.9 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 Agreements 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 Agreements Act.
- 14.10 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.
- 14.11 This Agreement is made in 2 (in words: two) counterparts with the force of an original, each Party will obtain one counterpart.
- 14.12 The rights and duties arising from this Agreement for each Party will pass onto their legal successors.
- 14.13 Relationships which are not regulated by this Agreement are governed by valid laws of the Czech Republic.
- 14.14 The Parties have agreed that the local court at the place of ČP's registered office will have the jurisdiction over any disputes.
- 14.15 This Agreement takes effect on the day specified in subclause 13.1 upon its signature by both Parties.
- 14.16 The Parties declare that this Agreement is an expression of their entire and exclusive mutual agreement in respect of the given subject-matter of this Agreement. The Parties have read this Agreement and declare that it has been made after mutual negotiation, in a certain and clear manner, as their true, seriously meant and free act and deed. In witness whereof the Parties have caused their authorised persons or representatives to sign this Agreement.
- 14.17 ČP as the data controller processes the personal details of the Sender (if the Sender 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 Sender 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.
- 14.18 Other terms and conditions regarding personal data protection shall be regulated in Annex No. 4 Data Processing Agreement.

Annexes:

Annex No. 1 – Price for Business Letter and Registered Business Letter Services

Annex No. 2 – Postcode zones of delivery places

Annex No. 3 – List of posted Business Letter Services

Annex No. 4 – Data Protection Addendum

Annex No. 5 – Business Operation Procedure and Standards

Annex No. 6 – Postal and Business Terms and Conditions – Other Services - Business Letter

Annex No. 7 – Postal and Business Terms and Conditions – Other Services - Registered Business Letter

Annex No. 8 – Postal Terms and Conditions – Basic Postal Services

Annex No. 9 – Claim Manual

In [REDACTED] on

In on

On behalf of ČP:

On behalf of [REDACTED]

Jaroslav Říšský

Manager of International Aquisition Department

Oldřich Vytiska

Director of Logistics Division