Smlouva o spolupráci



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Korn Ferry *Korn Ferry*

Hvězdova 2b, Budova CityTower *Hvězdova 2b, Budova CityTower*

140 00 Praha 4 *140 00 Praha 4*

Česká republika *Czech Republic*

tel: +420 222 753 430 *tel: +420 222 753 430*

e-mail: CZ\_survey@haygroup.com e-mail: CZ\_survey@haygroup.com

[www.haygroup.com](http://www.haygroup.com) *www.haygroup.com*

**Smlouva o spolupráci**

uzavřená níže uvedeného dne, měsíce a roku mezi:

*concluded on the hereafter stated day, month and year by and between*

obchodní společností/ *Business name:* **MERO ČR, a.s.**

se sídlem/ *with its registered office at*: Veltruská 748, 278 01 Kralupy nad Vltavou

IČO/ *Id. No*: 60193468

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 2334

za niž jedná: Ing. Stanislav Bruna, předseda představenstva a Ing. Otakar Krejsa, místopředseda představenstva

(dále jen „**klient**“)

na straně jedné

*(hereinafter as the “****Client****”)*

*on the one part,*

*a/and*

**Korn Ferry s.r.o.**

se sídlem Hvězdova 1716/2b, Nusle, 140 00, Praha 4, Česká republika,

IČO: 03430839 zapsané v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C,

vložka 231440,

zastoupená: Tunde Jakabos, jednatel společnosti

***Korn Ferry s.r.o.***

*with registered office at Hvězdova 1716/2b, Nusle, 140 00, Praha 4, Czech Republic,*

*ID No.: 03430839, entered in the Commercial Register kept on file at the Praha Municipal Court, Section C, Insert 231440*

*represented by: Tunde Jakabos, Director*

(dále jen „**dodavatel**“)

na straně druhé

*(hereinafter the “****Supplier****”)*

*on* the other part

uzavírají níže uvedeného dne, měsíce a roku podle ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „**občanský zákoník**“),

*hereby conclude, on the hereafter stated day, month and year, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “****Civil Code****”),*

tuto Smlouvu o spolupráci (dále jen „**Smlouva**“):

*this Co-operation Agreement (hereinafter the “****Agreement****”):*

**I. Předmět Smlouvy a termín plnění/Subject of the Agreement and Deadline for Performance**

**I.1. Předmět Smlouvy/ *Subject of the Agreement***

I.1.1. Na základě Smlouvy se dodavatel zavazuje poskytnout klientovi poradenské služby v oblasti lidských zdrojů, jejichž specifikace se nachází v příloze č. 1 Smlouvy (dále jen „**poradenské služby**“), a klient se za to zavazuje uhradit dodavateli odměnu uvedenou v článku II.1. Smlouvy.

*Under this Agreement, the Supplier agrees to provide the Client with consulting services in the area of human resources, the specification of which is provided in Annex 1 to the Agreement (hereinafter the “****Consulting Services****”), and the Client agrees to pay the Supplier consideration for the services specified above, set forth in Article II.1. of the Agreement*.

**I.2. Termín plnění/ *Deadline for Performance***

I.2.1. Poradenské služby, jež jsou předmětem Smlouvy, budou dodavatelem poskytnuty klientovi ve formě specifikované v příloze č. 1 Smlouvy dle následujícího časového harmonogramu:

*The Consulting Services that are the subject of this Agreement shall be rendered by the Supplier to the Client in the form specified in Annex No. 1 to the Agreement according to the following timetable:*

Poradenské služby budou jako celek poskytnuty nejpozději do konce října 2017.

*The Consulting Services as a whole shall be provided at the latest by the end of October, 2017.*

I.2.2. Termíny uvedené v předchozím článku I.2.1. vycházejí z předpokladu, že klient poskytne dodavateli součinnost dle časového harmonogramu uvedeného v příloze č. 1 Smlouvy. V případě prodlení klienta s poskytnutím součinnosti se o dobu prodlení prodlužují příslušné termíny plnění dodavatele.

*The deadlines specified in the preceding Article I.2.1. are based on the assumption that the Client provides the Supplier with co-operation according to the timetable set forth in Annex No. 1 to the Agreement. If the Client is delayed in providing the co-operation, the relevant performance deadlines for the Supplier shall be extended by the period of delay.*

**II. Odměna za poradenské služby a její splatnost, vedlejší náklady/ *Consideration for Consulting Services and its Maturity, Ancillary Costs***

**II.1. Odměna za poradenské služby/ *Consideration for the Consulting Services***

II.1.1. Smluvní strany se dohodly, že odměna za poradenské služby poskytnuté dodavatelem klientovi dle Smlouvy činí částku ve výši CZK xxx (slovy: xxx) bez DPH (dále jen „**odměna**“). K odměně bude připočítána daň z přidané hodnoty v souladu s příslušnými předpisy. Odměna je stanovena jako pevná a konečná v rozsahu poradenských služeb specifikovaných v příloze č. 1 Smlouvy.

*The Parties have agreed that the consideration for the Consulting Services provided by the Supplier to the Client under the Agreement shall equal* CZK xxx *(xxx) excluding VAT (hereinafter the “****Consideration****”). Value added tax in the statutory amount shall be added to the Consideration. The Consideration is hereby determined as fixed and final within the scope of the Consulting Services specified in Annex 1 to the Agreement.*

II.1.2. Pokud klient neposkytne informace a další součinnost potřebné pro řádné poskytování poradenských služeb dodavatelem v  termínu a formě dohodnuté v příloze č. 1 Smlouvy a zároveň neoznámí tuto skutečnost dodavateli v dostatečném předstihu nejméně 14 (čtrnáct) dnů předem, je dodavatel navíc k odměně oprávněn účtovat klientovi též práci a náklady, které vynaložil v souvislosti s tímto porušením závazků ze strany klienta, přičemž tato práce bude účtována dle hodinové sazby uvedené v příloze č. 1 Smlouvy.

*If the Client fails to provide the information and other co-operation required for the proper provision of the Consulting Services by the Supplier by the deadline and in the form agreed in Annex No. 1 to the Agreement and, simultaneously, fails to notify this fact to the Supplier sufficiently in advance, i.e. at least 14 (fourteen) days in advance, the Supplier shall be entitled to charge the Client, in addition to the Consideration, also with the work and expenses incurred by the Supplier in connection with the breach of the obligations by the Client, and this work shall be charged at the hourly rate set forth in Annex 1 hereto*

II.1.3. Vznikne-li v průběhu trvání Smlouvy potřeba rozšířit rozsah poradenských služeb nad rámec Smlouvy, dohodne se dodavatel s klientem před započetím takových dodatečných prací na specifikaci těchto služeb a na odměně za ně, přičemž taková dohoda vyžaduje písemnou formu.

*If, during the term of the Agreement, the need arises to extend the scope of the Consulting Services above the framework of the Agreement, the Supplier shall agree with the Client on the specification of this additional work and the consideration for these services prior to their commencement, where such an agreement must be made in writing.*

**II.2 Splatnost odměny/ *Maturity of the Consideration***

II.2.1. Odměna bude klientem dodavateli uhrazena na základě faktur dodavatele vystavených dle následujícího harmonogramu:

*The Consideration shall be paid by the Client to the Supplier on the basis of the Supplier’s invoices issued according to the following timetable:*

faktura na 50% odměny – po dokončení kroku 3 projektu: CZK xxx bez DPH

*invoice for 50 % of the Consideration - upon project step 3 delivery:* CZK xxx *excl. VAT*

faktura na 50% odměny – po dokončení projektu: CZK xxx bez DPH

*invoice for 50 % of the Consideration - upon project delivery:* CZK xxx *excl. VAT*

II.2.1. Faktury dodavatele jsou splatné do 14 (čtrnácti) dnů ode dne jejich vystavení.

 *The Supplier’s invoices shall be payable within 14 (fourteen) days of the date of issue.*

Faktury budou zaslány na následující adresu:

*Invoices will be sent to the following address:*

|  |  |
| --- | --- |
| Společnost/Company: | MERO ČR, a.s. |
| Adresa/Address: | Veltruská 748, 278 01 Kralupy nad Vltavou |
| Jmeno/Name: | xxx |
| Email, Telephone: | xxx |

Kontakt ve finančním oddělení:

*Accounts Payable Contact:*

|  |  |
| --- | --- |
| Společnost/Company: | MERO ČR, a.s. |
| Adresa/Address: | Veltruská 748, 278 01 Kralupy nad Vltavou |
| Jmeno/Name: | xxx |
| Email, Telephone: | xxx |

II.2.2. Pokud klient neposkytne součinnost potřebnou pro řádné poskytování poradenských služeb v termínu a formě dle přílohy 1 této smlouvy a tím dojde ke zpoždění projektu o 4 a více týdnů, nebude odměna vyúčtována dle harmonogramu v odstavci II.2.1.,ale dodavatel je oprávněn vyúčtovat klientovi odměnu za veškeré provedené dosud nevyúčtované poradenské služby.

*If the Client fails to provide the information and other co-operation required for the proper provision of the Consulting Services by the Supplier by the deadline and in the form agreed in Annex No. 1 and as a result the project is delayed by 4 and more weeks the consideration shall not be paid according to Article II.2.1., but the Supplier shall be entitled to charge the Client with the Consideration for all Consulting Services performed that have not yet been charged.*

II.2.3. V případě, že klient neuhradí odměnu dodavateli ve lhůtě splatnosti, zavazuje se uhradit dodavateli smluvní pokutu ve výši 0,1% z dlužné částky za každý den prodlení; tím není dotčeno právo dodavatele na náhradu škody (újmy na jmění) ve výši přesahující smluvní pokutu.

*If the Client fails to pay the Supplier the Consideration by the due date, the Client agrees to pay the Supplier a contractual penalty in the amount of 0.1 % of the due amount for each day of delay; this shall in no way prejudice the Supplier’s right to indemnification of proprietary harm in an amount exceeding the contractual penalty.*

II.2.4. V případě prodlení s úhradou odměny si dodavatel dále vyhrazuje právo pozastavit poskytování poradenských služeb, a to až do doby uhrazení odměny, přičemž o dobu prodlení s úhradou odměny se prodlužují příslušné termíny plnění dodavatele.

*In case of delay with the payment of the Consideration, the Supplier further reserves the right to suspend the provision of the Consulting Services until payment of the Consideration, where the relevant deadlines for performance by the Supplier shall be extended by the period of delay with payment of the Consideration.*

II.2.5. Dodavatel se zavazuje, že v souladu s příslušnými ustanoveními zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů ("**Zákon o DPH**"), odvede (zaplatí) příslušnému správci daně příslušnou DPH ve výši dle platných právních předpisů, která bude připočtena k ceně dle této Smlouvy a bude uhrazena klientem dodavateli v souladu se Smlouvou.

*The Supplier is obliged to pay VAT to relevant Tax Authorities in accordance with VAT Code no. 235/2004, and all its the latest Amendments. The Amount of VAT will be calculated in accordance with VAT Code and added to agreed amount of services and it will be paid by the Client according to this Agreement.*

**II.3 Vedlejší náklady/ *Ancillary***

II.3.1. Cestovné a ostatní vedlejší náklady v rámci České republiky hradí dodavatel. Náklady spojené s cestou do zahraničí na žádost klienta budou vyfakturovány nad rámec ceny projektu.

Travel and other *ancillary costs within the Czech Republic are paid by the supplier. The client is responislbe for any international travel expenses should the client deem such travel necessary*

1. **Ostatní ujednání*/ Miscellaneous***

III.1. Klient se zaručuje za úplnost a věcnou správnost informací předaných dodavateli k poskytování poradenských služeb. Dodavatel neodpovídá za vady poskytnutých poradenských služeb, které vznikly na základě neúplných nebo nesprávných informací předaných klientem.

*The Client guarantees the completeness and accuracy of the information given to the Supplier for the provision of the Consulting Services. The Supplier shall not be liable for defects in the provided Consulting Services that arise as a result of incomplete or inaccurate information provided by the Client.*

III.2. Klient potvrzuje, že ponese výhradní a výlučnou odpovědnost za jakékoliv rozhodnutí učiněné v souvislosti s realizací poradenských služeb nebo dalšími následnými postupy realizovanými na základě poskytnutých poradenských služeb.

*The Client confirms that it will bear the sole and exclusive responsibility for any decision made in connection with the implementation of the Consulting Services or other subsequent procedures implemented on the basis of the provided Consulting Services.*

III.3. Klient potvrzuje, že poskytnuté poradenské služby a informace, které získá v průběhu plnění Smlouvy, budou sloužit výlučně ve prospěch a vnitřní účely klienta. Klient se zavazuje, že bez předchozího písemného souhlasu dodavatele neposkytne třetí straně informace, které získal v průběhu plnění Smlouvy.

*The Client confirms that the provided Consulting Services and information obtained by the Client during the performance of the Agreement will serve exclusively for the benefit and internal purposes of the Client. The Client agrees that, without the prior written consent of the Supplier, it shall not provide any third party with the information it obtained during the performance of the Agreement.*

III.4. Dodavatel je povinen postupovat při poskytování poradenských služeb s vynaložením odborné péče a je povinen dbát zájmů klienta a jednat v souladu s pověřeními a rozumnými pokyny klienta.

*The Contractor shall be obliged to proceed with due professional care in the provision of the Consulting Services and shall be obliged to respect the Client's interests and act in accordance with the authorisations and reasonable instructions of the Client.*

III.5. Práce při poskytování poradenských služeb bude osobně vykonávat konzultant dodavatele specifikovaný v příloze č. 1 Smlouvy. Pokud z nějakého důvodu nebude možné, aby tuto práci vykonával jmenovaný konzultant, nahradí ho dodavatel konzultantem se stejnými kompetencemi.

*The work in the provision of the Consulting Services shall be performed in person by the Supplier’s consultant specified in Annex 1 to the Agreement. If, for some reason, the work cannot be performed by the appointed consultant, the Supplier shall replace him/her by a consultant with the same competences.*

III.6. Pokud dojde v průběhu plnění Smlouvy ze strany dodavatele k vytvoření jakéhokoliv díla chráněného autorským právem či jiným právem k nehmotným statkům, všechna autorská a jiná práva k nehmotným statkům k takto vytvořenému dílu budou náležet výlučně dodavateli, pokud se smluvní strany písemně nedohodnou jinak. Dodavatel je povinen o vzniku díla chráněného autorským právem písemně klienta informovat.

*If, during the performance of the Agreement, the Supplier creates any work protected by copyright or another intellectual property rights, all copyright and other intellectual property rights to the work so created shall belong exclusively to the Supplier, unless the Parties agree otherwise in writing. Supplier I obliged to inform the Client when any work protected by copyright or another intellectual property rights is created.*

**IV. Ustanovení o mlčenlivosti/ *Confidentiality Provisions***

IV.1. Smluvní strany se zavazují, že budou zachovávat přísnou mlčenlivost o informacích poskytnutých druhou smluvní stranou, které druhá smluvní strana označila jako důvěrné, zejm. informace týkající se obchodního tajemství (dále jen „**důvěrné informace**“). Povinnost mlčenlivosti se nevztahuje na informace, které jsou veřejně známé nebo dostupné z veřejných zdrojů, pokud k jejich zveřejnění nedošlo na základě porušení povinnosti mlčenlivosti dle ustanovení tohoto článku Smlouvy.

*The Parties agree to maintain strict confidentiality of information provided by the other Party that the other Party designated as confidential, especially information relating to trade secrets (hereinafter “****Confidential Information****”). The obligation to maintain confidentiality shall not apply to information that is publicly known or available from public sources, unless it was published as a result of breach of the obligation to maintain confidentiality pursuant to this Article of the Agreement.*

IV.2. Povinnost mlčenlivosti se nevztahuje na případy, kdy smluvní strana poskytne důvěrné informace:

*The obligation to maintain confidentiality shall not apply to cases where a Party provides confidential information:*

1. svým poradcům, na které se vztahuje povinnost mlčenlivosti ve stejném rozsahu, nebo

*to its advisers who are subject to the obligation to maintain confidentiality to the same extent, or*

1. příslušným orgánům (zejm. soudům, správním orgánům, apod.) v souladu se zvláštními právními předpisy. O této skutečnosti je smluvní strana povinna informovat druhou smluvní stranu bez zbytečného prodlení, není-li to v rozporu s příslušnými předpisy.

*to the competent authorities (especially the courts, administrative authorities, etc.) in accordance with special legislation. A Party shall be obliged to inform the other Party of this fact without unnecessary delay, unless this is at variance with the applicable regulations.*

IV.3. V případě porušení povinnosti mlčenlivosti dle tohoto článku Smlouvy bude smluvní strana, která tuto povinnost porušila, povinna uhradit druhé smluvní straně smluvní pokutu ve výši 100.000,- Kč (slovy: jedno sto tisíc korun českých); právo na náhradu škody (újmy na jmění) ve výši přesahující smluvní pokutu tím není dotčeno.

*In the event of breach of the obligation to maintain confidentiality pursuant to this Article of the Agreement, the breaching Party shall be obliged to pay the other Party a contractual penalty in the amount of CZK 100,000.00 (one hundred thousand Czech crowns) ); this shall in no way prejudice the right to indemnification of proprietary harm in an amount exceeding the contractual penalty.*

1. **Omezení povinnosti nahradit škodu/ *Limitation of Obligation to Indemnify***

V.1. Smluvní strany se dohodly, že v případě porušení povinností dodavatele v souvislosti s poskytováním poradenských služeb nepřesáhne výše náhrady škody (újmy na jmění) hrazená klientovi dodavatelem v souvislosti s tímto porušením částku ve výši odměny dle Smlouvy; toto omezení se nevztahuje na škodu (újmu na jmění) způsobenou dodavatelem klientovi úmyslně nebo z hrubé nedbalosti.

*The Parties agree that in case of breach of the supplier's obligations in connection with the provision of the Consulting Services, the amount of indemnification of proprietary harm paid by the Client to the Supplier in connection with the breach shall not exceed the amount of the Consideration pursuant to the Agreement; this limitation shall not apply to damage (proprietary harm) caused by the Supplier to the Client intentionally or by gross negligence.*

1. **Zpracovávání osobních údajů/ *Personal Data Processing***

VI.1. Smluvní strany se za účelem vyhovění veškerým svým povinnostem v oblasti nakládání s osobními údaji, stanovenými zejména zákonem č. 101/2000 Sb., o ochraně osobních údajůa o změně některých zákonů, ve znění pozdějších předpisů („**ZOOÚ**“), dohodly, že dodavatel bude pro klienta ke splnění účelu této Smlouvy zajišťovat činnosti, při kterých dochází ke zpracování osobních údajů třetích osob („**Osobní údaje**“) ve smyslu § 4 písm. e) ZOOÚ, vymezené následovně:

* účel: Analýza firemních pravidel, postupů, organizačních struktur a pracovních pozic
* zpracovávané Osobní údaje: pracovní pozice, odměňování
* zpracovávané citlivé Osobní údaje: žádné
* Zdroj Osobních údajů: Klient
* Místo zpracování: sídlo Dodavatele
* Způsob zpracování: manuální

Dodavatel tak bude ve smyslu ZOOÚ vystupovat jako zpracovatel Osobních údajů, klient jako správce Osobních údajů.

*The Parties in order to fulfill all their duties connected to personal data processing laid in particular by the Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendment to Some Acts, as amended ("****Act****") agree that the Supplier will provide activities in order to fulfill the purpose of this Agreement that involve processing of personal data of the third parties ("****Personal Data****") for the Client within the meaning of Section 4 (e) of the Act, defined as follows:*

* *Purpose: Analysis of policies, procedures, organizational structure and roles*
* *Processed Personal Data:* *Name, surname, role, work position*
* *Processed sensitive Personal Data: None*
* *Source of Personal Data: Client*
* *Place of processing: [registered seat of the Supplier;*
* *Manner of processing: manual*

*According to the Act, the Supplier shall act as a processor of Personal Data and the Client as controller of Personal Data.*

VI.2. Dodavatel zpracovává pro klienta Osobní údaje poskytnuté klientem v průběhu trvání této Smlouvy pouze pro účely a v rozsahu potřebném pro splnění povinností z této Smlouvy vymezeném výše.

*The Supplier processes for the Client Personal Data provided by the Client during the term of the Agreement only for the purposes and to the extent necessary for performance of duties set forth by this Agreement as specified above.*

VI.3. Dodavatel je při zpracování Osobních údajů na základě této Smlouvy povinen postupovat s náležitou odbornou péčí tak, aby neporušil žádné ustanovení ZOOÚ, zejména povinnosti podle § 5 ZOOÚ ve spojení s § 7 ZOOÚ, či jiného právního předpisu nebo nezpůsobil skutečnost, která by znamenala porušení ZOOÚ, zejména povinnosti podle § 5 ZOOÚ ve spojení s § 7 ZOOÚ, či jiného právního předpisu klientem jakožto správcem Osobních údajů.

 *In the course of processing the Personal Data, the Supplier is obligated according to this Agreement, to proceed with due professional care to avoid violation of any provisions under the Act, mainly obligations under Section 5 of the Act in connection with Section 7 of the Act or any other legal rule or regulation or to avoid causing a fact that would constitute a violation of the Act, in particular Section 5 of the Act in connection with Section 7 of the Act, or any other legal rule or regulation by the Client as the controller of Personal Data.*

VI.4. Jestliže dodavatel zjistí, že klient porušuje povinnosti stanovené ZOOÚ, je v souladu s § 8 ZOOÚ povinen jej na to neprodleně upozornit a v případě, že klient toto porušení nenapraví do 15 dnů od písemného vyrozumění dodavatelem, ukončit zpracování Osobních údajů. Pokud tak neučiní, odpovídá za škodu, která subjektu Osobních údajů vznikne, společně a nerozdílně s klientem, čímž není dotčena jeho odpovědnost podle ZOOÚ. Pokud bude subjekt Osobních údajů uplatňovat jakékoliv nároky v souvislosti s porušením povinností klienta v oblasti ochrany osobních údajů vůči dodavateli, je dodavatel oprávněn uplatnit tytéž nároky vůči klientovi, jestliže dodavatel klienta včas upozornil dle věty první tohoto odstavce.

*Should the Supplier detect that the Client is in breach of duties set forth by the Act, he is obligated, under Section 8 of the Act, to promptly notify the Client thereof and, in case the Client does not remedy the breach within 15 days of notification by the Supplier, to terminate the Personal Data processing. If the Supplier fails to do so, he shall be liable jointly and severally with the Client for damage incurred by a Personal Data subject, which has no impact whatsoever on his liability pursuant to the Act.* *If the subject of Personal Data applies any claims against the Supplier in connection with a breach of the Client´s obligations concerning Personal Data Protection, the Supplier is entitled to exercise the same rights towards the Client, if the Supplier gave the Client prompt notice according to the first sentence of this paragraph.*

VI.5. Dodavatel je povinen řídit se při zpracování Osobních údajů na základě této Smlouvy pokyny klienta. Dodavatel je povinen upozornit klienta bez zbytečného odkladu na nevhodnou povahu pokynů, jestliže dodavatel mohl tuto nevhodnost zjistit při vynaložení veškeré odborné péče. Dodavatel je v takovém případě povinen pokyny provést pouze na základě písemného sdělení klienta, že klient trvá na provedení takových pokynů.

*In the processing of Personal Data hereunder, the Supplier is obligated to observe the instructions of the Client. The Supplier shall notify the Client without any undue delay of the unsuitable nature of any instructions, should the Supplier detect such unsuitability having exerted his best professional care. In such a case, the Supplier shall execute the instructions only on the basis of a written request of the Client stating that the Client insists on executing the instructions.*

VI.6. Dodavatel je v souladu s § 10 ZOOÚ povinen dbát, aby žádný subjekt Osobních údajů neutrpěl újmu na svých právech, zejména na právu na zachování lidské důstojnosti, a také dbá na ochranu před neoprávněným zasahováním do soukromého a osobního života subjektů Osobních údajů.

*In accordance with Section 10 of the Act, the Supplier shall ensure that no Personal Data subject incurs any injury to his or her rights, including, in particular, the right to the preservation of human dignity. He shall also ensure protection against any unauthorized interference with the private and personal lives of the Personal Data subjects.*

VI.7. Klient a dodavatel se dohodli, že informační povinnost podle § 11 ZOOÚ a dále žádosti subjektu Osobních údajů podle § 12 či § 21 ZOOÚ plní i nadále klient; jakékoliv požadavky ze strany subjektů Osobních údajů adresované dodavateli je povinen dodavatel neprodleně předat klientovi.

*The Client and the Supplier agree that the Client is henceforward authorized and obligated to perform the information duty under Section 11 of the Act and to provide the Personal Data subject with information pursuant to Section 12 or 21 of the Act. The Supplier is obligated to transfer promptly any requests of a Personal Data subject towards him to the Client.*

VI.8. Jakmile pomine účel, pro který byly Osobní údaje zpracovány, nebo na základě žádosti subjektu Osobních údajů podle § 21 ZOOÚ, je dodavatel ve smyslu § 20 ZOOÚ povinen na základě a v souladu s pokyny klienta provést likvidaci Osobních údajů nebo tyto Osobní údaje předat klientovi. V případě ukončení této Smlouvy je dodavatel povinen Osobní údaje zlikvidovat ve lhůtě 6 měsíců po takovém ukončení.

*Once the purpose for which the Personal Data has been processed ceases to exist or upon request of the Personal Data subject pursuant to Section 21 of the Act, the Supplier shall, by virtue of Section 20 of the Act, on the basis and under the instructions of the Client, either carry out the safe destruction of the Personal Data or deliver such Personal Data to the Client. In case of termination of this Agreement, the Supplier is obligated to carry out the safe destruction of the Personal Data within six months after such termination.*

VI.9. Dodavatel se zavazuje, že ve smyslu § 13 odst. 1 ZOOÚ přijme veškerá technická a organizační opatření, která způsobem stanoveným v ZOOÚ či v jiných závazných právních předpisech zajistí zabezpečení ochrany Osobních údajů, a která vyloučí možnost neoprávněného nebo nahodilého přístupu k Osobním údajům, k jejich změně, zničení či ztrátě, neoprávněným přenosům, k jejich jinému neoprávněnému zpracování, jakož i k jinému zneužití Osobních údajů. Tato povinnost platí i po ukončení zpracování Osobních údajů.

*By virtue of Section 13(1) of the Act, the Supplier hereby undertakes to adopt any and all technical and organizational measures securing protection of Personal Data in the manner set forth in the Act or in other binding legal rules and regulations, and avoiding opportunities for any unauthorized or incidental access to the Personal Data, change, destruction or loss thereof, or any other unauthorized transmissions, unauthorized processing, or any other misuse thereof. The aforesaid duties also apply after the termination of the Personal Data processing.*

VI.10. Dodavatel se zavazuje zejména, nikoliv však výlučně, že přijme následující organizační a technická opatření:

*The Supplier hereby undertakes,* *in particular but not exclusively, to implement the following organizational and technical measures:*

a) pověří zpracováním Osobních údajů pouze své vybrané zaměstnance, které poučí o jejich povinnosti zachovávat mlčenlivost ohledně Osobních údajů a dalších povinností, které jsou povinni dodržovat tak, aby nedošlo k porušení ZOOÚ či jiných platných právních předpisů;

*He shall authorize only his selected employees to process Personal Data and he shall acquaint them with their duty of confidentiality in respect to the Personal Data and other duties necessary for the avoidance of any violation of the Act or any other legal rules or regulations;*

b) nesvěří zpracování Osobních údajů jakékoliv třetí osobě bez předchozího písemného souhlasu klienta;

*He shall not entrust any third party whatsoever to carry out the Personal Data processing without the prior written consent of the Client;*

c) bude používat odpovídající technické zařízení a programové vybavení způsobem, který vyloučí neoprávněný či nahodilý přístup k Osobním údajům ze strany jiných osob, než zaměstnanců či jiných osob dodavatelem pověřených;

*He shall use appropriate technical equipment and software instruments in a manner excluding any unauthorized or incidental access to the Personal Data by any persons other than the authorized employees or other authorized persons of the Supplier;*

d) bude Osobní údaje uchovávat v náležitě zabezpečených objektech a místnostech;

*He shall safeguard the Personal Data in duly secured facilities and rooms;*

e) Osobní údaje v elektronické podobě bude uchovávat na zabezpečených serverech nebo na nosičích dat, ke kterým budou mít přístup pouze pověřené osoby na základě přístupových kódů či hesel a bude Osobní údaje pravidelně zálohovat (na tyto zálohy se povinnosti podle této Smlouvy a ZOOÚ vztahují obdobně);

*He shall save the Personal Data in an electronic form on secured servers or data carriers which only authorized persons shall have access based on access codes or passwords, and he shall make back-up copies of such Personal Data on a regular basis (duties according to this Agreement and the Act apply mutatis mutandis on the back-up copies);*

f) zajistí dálkový přenos Osobních údajů, buď pouze prostřednictvím veřejně nepřístupné sítě, nebo prostřednictvím zabezpečeného přenosu po veřejných sítích;

*He shall ensure the remote transmission of Personal Data either via a publicly inaccessible network or by means of a secured transmission using the public networks;*

g) písemné dokumenty obsahující Osobní údaje bude uchovávat na zabezpečeném místě, přičemž bude vést řádnou evidenci o pohybu takových písemných dokumentů;

*He shall safeguard written documents containing Personal Data in a safe place, and he shall keep due records of such written documents’ circulation;*

h) při ukončení zpracování Osobních údajů zajistí dodavatel dle dohody s klientem fyzickou likvidaci Osobních údajů, nebo tyto Osobní údaje předá klientovi.

*The Supplier shall ensure, upon the termination of the Personal Data processing, as agreed by the Client, a physical safe destruction of the Personal Data, or he shall deliver such Personal Data to the Client.*

VI.11. Dodavatel je ve smyslu § 13 odst. 2 ZOOÚ povinen zpracovat a dokumentovat přijatá a provedená technicko-organizační opatření k zajištění ochrany Osobních údajů v souladu se ZOOÚ a jinými právními předpisy.

*By virtue of Section 13(2) of the Act, the Supplier is obligated to prepare and record any adopted and implemented technical and organizational measures for the protection of the Personal Data pursuant to the Act and other legal rules and regulations.*

VI.12. Dodavatel je i po zániku této Smlouvy povinen dodržovat veškeré povinnosti plynoucí mu ze ZOOÚ, zejména předejít jakémukoliv neoprávněnému nakládání s Osobními údaji do doby, než dle pokynů klienta tyto předá klientovi nebo provede jejich bezpečnou likvidaci. Ke dni zániku této Smlouvy je dodavatel povinen ukončit zpracovávání Osobních údajů s výjimkou úkonů, kterých je třeba k dodržení povinností plynoucích ze ZOOÚ.

*After the termination of the Agreement, the Supplier is obligated to comply with all duties under the Act, in particular prevent any unauthorized use of Personal Data, pending the Client´s instructions to either carry out the safe destruction of the Personal Data or deliver such Personal Data to the Client. Upon the date of termination of this Agreement, the Supplier is obligated to terminate the processing of Personal Data with the exception of the measures that are necessary to meet the obligations arising from the Act.*

1. **Ukončení Smlouvy/ Termination of the Agreement**

VII.1. Smlouvu je možné ukončit písemnou dohodou obou smluvních stran.

 *The Agreement may be terminated by written agreement of both Parties.*

VII.2. Dodavatel je oprávněn od Smlouvy odstoupit v následujících případech:

 *The Supplier shall be entitled to withdraw from the Agreement in the following cases:*

1. bude podán zjevně opodstatněný insolvenční návrh vůči klientovi, nebo

*insolvency petition is lodged against the Client, or*

1. klient neposkytne dodavateli řádně a včas informace a další součinnost potřebnou pro poskytování poradenských služeb a neučiní tak ani v dodatečné sedmidenní lhůtě od doručení výzvy dodavatele, nebo

*the Client fails to provide the Supplier duly and in time with information and other co-operation required for the provision of the Consulting Services and fails to do so even in a grace period of seven days of delivery of the Supplier’s request, or*

1. klient neuhradí řádně a včas odměnu za poradenské služby a neučiní tak ani v dodatečné sedmidenní lhůtě od doručení výzvy dodavatele.

*the Client fails to pay duly and in time the Consideration for the Consulting Services and fails to do so even in a grace period of seven days of delivery of the Supplier’s request.*

VII.3. Klient je oprávněn odstoupit od Smlouvy, pokud dodavatel bude v prodlení s řádným poskytováním poradenských služeb a nesjedná nápravu ani v dodatečné sedmidenní lhůtě od doručení výzvy klienta.

*The Client shall be entitled to withdraw from the Agreement if the Supplier is delayed with due provision of the Consulting Services and fails to ensure remedy even within a grace period of seven days of delivery of the Client’s request.*

VII.4 V případě předčasného ukončení Smlouvy z jakéhokoliv důvodu, či v případě pozastavení poskytování poradenských služeb ze strany dodavatele z důvodů na straně klienta po dobu delší než 3 (tři) měsíce, bude dodavatel oprávněn vyúčtovat klientovi odměnu za veškeré provedené dosud nevyúčtované poradenské služby se splatností 14 (čtrnáct) ode dne vystavení faktury dodavatele.

*In the event of early termination of the Agreement for any reason whatsoever, or in the event of suspension of the provision of the Consulting Services by the Supplier for reasons on the Client’s part for a period exceeding 3 (three) months, the Supplier shall be entitled to charge the Client with the Consideration for all Consulting Services performed that have not yet been charged, with a period of maturity of 14 (fourteen) days of the date of issue of the invoice.*

VII.5 Smluvní strany se dohodly na vyloučení použití § 1978 odst. 2 občanského zákoníku, který stanoví, že marné uplynutí dodatečné lhůty má za následek automatické odstoupení od této Smlouvy.

*The Parties agree on exclusion of Section 1978 (2) of the Civil Code, which stipulates that the vain expiration of an additional term shall mean automatic withdrawal from this Agreement.*

1. **Závěrečná ustanovení/ Final Provisions**

VIII.1. Smlouva se řídí právním řádem České republiky. Smluvní strany se dohodly, že obchodní zvyklosti nemají přednost před žádným ustanovením zákona, a to ani před ustanoveními, jež nemají donucující účinky.

*The Agreement shall be governed by the laws of the Czech Republic.* *The Parties hereby agree that the customs of trade does not have priority over any provision of a statute, even over non-mandatory provisions.*

VIII.2. Smluvní strany se výslovně dohodly, že na tuto Smlouvu a práva a povinnosti z ní vyplývající se nebudou vztahovat ustanovení § 1799 a § 1800 občanského zákoníku. Klient není oprávněn postoupit ani převést tuto Smlouvu ani jakákoli práva, povinnosti, dluhy, pohledávky nebo nároky vyplývající z této Smlouvy bez předchozího písemného souhlasu dodavatele.

*The Parties expressly agree that Sections 1799 and 1800 of the Civil Code would not apply to this Agreement and the rights and obligations arising thereof. The Client is not allowed to assign or transfer this Agreement or any rights, obligations, debts, receivables or claims arising from this Agreement without prior written consent of the Supplier.*

VIII. 3 Jakýkoliv spor vzniklý mezi Smluvními stranami v souvislosti s touto Dohodou bude předložen příslušnému soudu České republiky.

Any dispute arising between the Parties in connection with this Agreement, shall be finally settled by the municipal courts of the Czech Republic.

VIII.4. Jakákoliv smluvní pokuta uvedená ve Smlouvě je splatná do 14 (čtrnácti) dnů ode dne doručení jejího vyúčtování.

*Any contractual penalty set forth in the Agreement shall be payable within 14 (fourteen) days of receipt of the account.*

VIII.5. Přílohy ke Smlouvě tvoří její nedílnou součást.

*Annexes to the Agreement form an integral part thereof.*

VIII.6. Smlouva byla vypracována ve dvou vyhotoveních. Obě strany obdrží po jednom vyhotovení. V případě nesrovnalostí mezi jazykovými verzemi je závazné české znění Smlouvy.

*This Agreement has been drawn up in two counterparts. Each Party shall receive one copy. In case of variations between the language versions, the Czech version of the Agreement shall prevail.*

VIII.7. Jakékoliv změny Smlouvy nebo dodatky ke Smlouvě jsou možné jen na základě dohody účastníků, a to pouze v písemné formě. Smluvní strany vylučují pro uzavření této Smlouvy a dodatků k ní použití § 1740 odst. 3 občanského zákoníku, který stanoví, že smlouva je uzavřena i tehdy, kdy nedojde k úplné shodě projevů vůle smluvních stran.

*Any changes in or amendments to this Agreement may be made only on the basis of agreement of the Parties, and only in writing. In connection with entering into this Agreement or amendments thereto, the Parties exclude application of Section 1740 (3) of the Civil Code, which stipulates that an agreement is entered into also in case of absence of full accord of expression of will of the contractual parties.*

VIII.8. Všichni účastníci Smlouvy prohlašují, že jsou způsobilí k právním úkonům, že právní úkony spojené s uzavřením Smlouvy učinili svobodně a vážně, že nikdo z nich nejednal v tísni ani za jednostranně nevýhodných podmínek, že se s obsahem Smlouvy řádně seznámili, souhlasí s ním a na důkaz toho Smlouvu podepisují.

*The Parties to this Agreement hereby declare that they enjoy legal capacity, that the legal acts associated with the conclusion of the Agreement have been taken by them freely and seriously, that neither of them acted in duress or under unilaterally unfavourable conditions, that they have duly acquainted themselves with the contents of the Agreement and agree therewith, in witness whereof they attach their hands.*

*VIII.9. Supplier shall abide by Client’s Code of Ethics, attached hereto as Annex No 2, to the extent applicable to the Services.*

**Příloha č. 1** – Specifikace poradenských služeb

**Annex: No. 1** *- Specification of the Consulting Services*

**Výstupy projektu:**

* Revize zařazení funkcí dle metodiky hay na základě zaslaných aktualizovaných popisů funkcí.
* Odsouhlasení správnosti zařazení.
* Návrh nové politiky odměňování dle požadavku MERO ČR.

**Projektové kroky**:

1. Přípravná fáze, shromáždění popisů pracovních pozic, organizační struktury a hlavních finančních ukazatelů.
2. Zpracování návrhu hodnocení.
3. Individuální rozhovory (cca 1 hodina) se členy vedení společnosti s cílem diskutovat návrh revize hodnocení podřízených pozic a hlavních priorit pro nový systém odměňování.
4. Zpracování prvního návrhu systému odměňování.
5. Prezentace hodnocení pracovních pozic ke schválení vrcholovému vedení a současně prezentace prvního návrhu odměňování.
6. Finalizace systému odměňování a schválení s vrcholovým vedením.

**Časový plán:** Tento projekt se bude realizovat v srpnu až říjnu 2017.

**Konzutant:** xxx

V Praze, dne/ *In Prague, on* V Kralupech nad Vltavou, dne/ *In Kralupy nad Vltavou, on*

Dodavatel/ *The Supplier*: Klient/ *The Client*:

**Korn Ferry s.r.o. MERO ČR, a.s.**

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Tunde Jakabos Ing. Stanislav Bruna

Jednatel / *Director* předseda představenstva */* Chairman of the Board

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 Ing. Otakar Krejsa

 místopředseda představenstva / Vice

 Chairman of the Board

**Příloha č. 2/Annex: No. 2**

1. **Code of Ethics**
2. **- Terms and abbreviations**

**Code of Ethics** – this code of ethics

**Ethics Line** – institutionalized phone line and e-mail address, established by MERO ČR, a.s., through which it is possible to submit a complaint

**Confidential information** – all information concerning the activities of MERO ČR, a.s., employees, management, customers and business partners, which is not publicly known or accessible

**Internal auditor/risk manager** – member of the MERO ČR, a.s. management, who supervises the procedure of a lawyer in dealing with unlawful conduct

**Management** - Managing Director, Director of Sales and Company Administration, Operations and Technical Director, Head of the Personnel and Security Section, Head of the Technical Development Section, Head of the Planning and Strategic Projects Section, Head of the Accounting and Tax Section, Internal auditor/Risk manager, Lawyer

**MERO ČR, a.s.** **or the Company**- MERO ČR, a.s., Company Reg. No.: 601 93 468, Registered office Kralupy nad Vltavou, Veltruská 748, Post Code 278 01, registered in the Commercial Register kept at the Municipal Court in Prague, Section B, insert 2334. Unless otherwise stated in the text, it includes the Board of Directors of MERO ČR, a.s. and all its employees and/or workers.

**Business partner** - suppliers, contractors, agents and other partners with which MERO has a contractual relationship

**Notifier** - a member of the Board of Directors or an employee or worker of MERO ČR, a.s., who reports his suspicions of unlawful conduct in accordance with internal regulations, which may have a negative impact on the work, business activities or economic results of MERO ČR, a.s., employment and/or labor relations within the Company, or which may be perceived as a discriminatory act in the sense of Act no. 262/2006 Coll of the Labor Code, in conjunction with the provisions of Act no. 198/2009 Coll, on Equal Treatment and Legal Means of Protection against Discrimination and on Amendments to Certain Acts (Anti-Discrimination Act).

**Complaint** - reporting the notifier’s suspicions that there was or may have been unlawful conduct in relation to the activity of the Company.

**Unlawful conduct** - criminal or other conduct, which is inconsistent with the laws or internal company standards, in particular the rules set out in the Code of Ethics

**Direct superior** - a member of the Board of Directors, whose function is linked to the performance of directors of sections, heads of sections, and heads of departments

**Bribe** - an undue advantage consisting in direct asset (financial or material) enrichment or other benefits that are received or receivable by bribed party or another person by their consent, which the bribed party or another person is not entitled

**Head lawyer** - a member of Management responsible for investigating the complaint.

**Contract –** any provision of goods, services and works, which are requested by a third party within the framework of the activities of MERO ČR, a.s.

**Customer** - an entity which takes services from MERO ČR, a.s.

**3 - Purpose**

The purpose of this document is to establish systemic measures in the area of the corporate system, which should lead to the prevention and reduction of the threat of unlawful or unethical conduct. The document further regulates the detection of such threats and the course of any subsequent resolution of the threat of unlawful and illegal behavior (compliance program).

**4 - Scope**

This directive is binding for members of the Board of Directors, and all employees and business partners of MERO ČR, a.s.

1. **- Basic values respected at MERO ČR, a.s.**

In the performance of its business activities, MERO ČR, a.s. shall be guided by the following values, which are specified in detail in this Code of Ethics:

* **Compliance with laws and internal regulations** – the basic cornerstone of MERO ČR, a.s. is consistent compliance with laws and internal standards and the promotion of ethical behavior
* **Transparency** – during the course of conducting business MERO ČR, a.s. shall act fairly and transparently and shall pay attention to rules intended to protect free and open competition
* **Respect for human rights** - MERO ČR, a.s. shall support the protection and promotion of fundamental human rights and freedoms, and shall not participate in commercial activities that infringe, restrict or otherwise inhibit those rights
* **Economic success** - the Company’s activities are focused on making a profit. For this purpose, the principles of sound corporate governance and the economical and efficient use of its financial assets and property are promoted within the Company
* **Professionalism and quality** - MERO ČR, a.s. has a professional approach in all of their activities, both towards its customers and business partners, and continually strive for greater efficiency and quality of their services
* **Loyalty** - employees and members of the Board of Directors are always loyal to the Company and enhance its reputation
* **Environmental protection** - MERO ČR, a.s. shall strive to ensure that the Company’s activities have the least possible negative impact on the environment, and promote a policy of sustainable development and the prudent use of natural resources
1. **- Purpose of the Code of Ethics**

MERO ČR, a.s. is fully aware of its social responsibility as well as its accountability to its shareholders. Therefore, it considers it essential to establish and implement a code of conduct within the Company that reflects the basic values of its operation.

MERO ČR, a.s. is also aware that, pursuant to Act 418/2011 Coll., on the criminal liability of legal persons and proceedings against them, as amended, it is possible in certain cases to prosecute a legal person for an unlawful act committed in its name or in its interest or in the framework of its activities, in the event that this responsible person or employee commits such an unlawful act during the performance of their work tasks.

A legal person may be held responsible for the unlawful conduct of a responsible person or employee, in the event that the employee of the legal person acts:

1. on the basis of a decision, approval or instruction of bodies of a legal person or a responsible person, or
2. because the bodies of a legal person or responsible person has not implemented measures they should have implemented pursuant to other legislation, or which from them may be reasonably required, in particular not implementing mandatory or necessary control of the activities of employees or other persons who are their senior or not implementing necessary measures to prevent or avert the consequences of a committed offense.

MERO ČR, a.s. has adopted this Code of Ethics with regard to the above-mentioned principles of imputability of an offense committed by a legal person.

This Code of Ethics defines the basic values of the business and social conduct of the Company, its business partners, as well as third parties in the cases specified in more detail, above and beyond the relevant legislation. The purpose of the Code of Ethics is to regulate and promote the application of the principles of ethical behavior within MERO ČR, a.s. and to avoid unlawful conduct or to prevent the risk of criminal liability of the Company arising from Act 418/2011 Coll., on criminal liability of legal persons and proceedings against them, as amended.

Along with the Articles of Association of MERO ČR, a.s., this Code of Ethics also represents one of the cornerstones of responsible management of the Company. The Code of Ethics aims to establish an ethical and legal framework for the everyday activities of the Company and ensure mechanisms of effective prevention and detection of violations of laws.

MERO ČR, a.s. shall not tolerate and strictly rejects any criminal activities committed by members of the Board of Directors or employees. For this purpose, the Code of Ethics also establishes mechanisms for reporting any suspicion of a criminal offense committed in connection with the activities of MERO ČR, a.s., whereby persons who report a criminal offense are guaranteed maximum confidentiality, in the event that the report was made in good faith.

Mechanisms for reporting unlawful conduct are specified in detail in Article 11 of this Code of Ethics.

1. **- Scope of application and the binding nature of the Code of Ethics**

The Code of Ethics is an internal regulation of MERO ČR, a.s., which is binding for members of the Company’s Board of Directors, all of the employees of MERO ČR, a.s. and also proportionately for its business partners and customers. Should certain provisions of the Code of Ethics be in conflict with the applicable legislation, the valid legislation shall always take precedence over the provisions of this Code of Ethics.

Violation of the rules of the Code of Ethics by employees or a member of the Board of Directors may lead to disciplinary action or sanctions in accordance with applicable labor legislation, including dissolution of employment, as well as other legal penalties.

The basic code of conduct set out in this Code of Ethics shall also apply to third parties that represent MERO ČR, a.s. externally, and also in cases in which MERO ČR, a.s. could be committed to or bear responsibility for the acts of a third party.

The Board of Directors, together with other members of management, are responsible for the management and implementation of the rules laid down in the Code of Ethics into practice and their compliance by employees.

In cases of doubt about the interpretation of the Code of Ethics and its application, each person to whom the Ethical Code applies shall be obliged to consult their direct superior or the head lawyer and ask for an explanation of the relevant provisions of the Code of Ethics.

MERO ČR, a.s. is committed to ensuring that other companies, in which the Company has property interests, adopt its own code of ethics, whose principles are based on the same principles as this Code of Ethics. This obligation applies in particular to MERO Germany AG

1. **- Familiarizing people with the Code of Ethics**

Each new employee or member of the Board of Directors of MERO ČR, a.s. shall be made familiar with the Code of Ethics immediately after commencing employment.

The Company’s Code of Ethics is available for review to employees and members of the Board of Directors in the document management system in the IMS . All Company employees and members of the Board of Directors are required at least once every year to attend training on the meaning of the application of the Code of Ethics and training on the risks of the occurrence, and the prevention and elimination of criminal liability of the Company. The training is completed with a test of knowledge of the issues of criminal liability of legal persons and ethical behavior.

The Code of Ethics is available to business partners of MERO ČR, a.s. on the website at www.mero.cz. The commitment to compliance with the MERO ČR, a.s. Code of Ethics is an integral part of the contracts that the Company concludes with its customers and business partners.

1. **- Basic principle of behavior inside and outside of MERO ČR, a.s.**
2.

**Compliance with legislation and internal standards**

* In countries, municipalities and environments in which MERO ČR, a.s. operates or will operate its business, it shall always act in accordance with the law, even in cases where the legal provisions go beyond the basic code of conduct described in this Code of Ethics. On the contrary, the basic code of conduct stated in this Code of Ethics shall be respected by the Company, even where these basic principles of behavior go above and beyond the legal requirements. The latter, however, shall only apply in the event that the principles of behavior stated in the MERO ČR, a.s. Code of Ethics are not in conflict with legislation.
* MERO ČR, a.s. also behaves in such a way to prevent action conductive of committing a crime, and that the potential consequences of such action, if any, are minimized, promptly eliminated and remedied.
* MERO ČR, a.s. informs its employees of the relevant legislation concerning their activities. Employees and members of the Board of Directors of MERO ČR, a.s. shall be obliged to familiarize themselves with these laws at least to a minimal extent. In the case of doubt about the interpretation or application of legislation which affects the activities of MERO ČR, a.s., each employee or member of the Company’s Board of Director’s shall be obliged to consult the lawyer who shall provide professional legal advice. Any intentional violation of legislation or internal regulations may lead to civil or criminal liability as well as disciplinary measures or sanctions in accordance with the applicable labor laws and internal regulations.

**Economic competition**

* MERO ČR, a.s. strictly rejects any conduct that may be in conflict with the law on the protection of economic competition.
* In the case of doubt about the observance and application of rules on economic competition employees or members of the Company’s Board of Directors shall be obliged to contact the head lawyer.

**Selection of business partners**

* Business and public contracts are always awarded in accordance with the valid legislation, and in the case of a statutory obligation also based on a transparent selection procedure of the respective type.
* MERO ČR, a.s. selects business partners on the basis of objective and clear criteria, with the utmost respect for the economic benefits of the agreed contractual obligations, and in accordance with the internal regulations of the Company.
* Before the conclusion of the relevant contractual obligations, the Company’s employees and members of the Board of Directors are assigned to adequately examine publicly available information about future business partners and verify whether these business partners are trustworthy and whether there are reasonable doubts about the legality of their business. Potential business partners are always assessed in accordance with legislation and basic ethical standards so as to not infringe the privacy and personal integrity of the third party.
* Candidates for the Company’s contracts may not be in any way favored or vice versa disfavored in the competition for contracts. Selection of a business partner is based on objective criteria according to their actual qualities, commercial aspects and potential benefit to the Company.
* Each employee or member of the Company’s Board of Directors involved in the selection of business partners, whose personal interest or relationship with the counterparty could affect the selection procedure, is obliged to notify his direct superior and refrain from any action that could influence the choice.

**Relations with customers and business partners**

* Relations between MERO ČR, a.s. and its customers and business partners are based on lawful, unbiased and honest conduct. Any unfair trade practices are automatically banned, and the Company ensures compliance with legislation and internal company regulations, in particular the Code of Ethics, in relation to customers and business partners.
* MERO ČR, a.s. communicates complete, accurate and understandable information with their customers and business partners. In the same way, the Company responds to all inquiries from customer and business partners.
* MERO ČR, a.s. also expects its customers and business partners to abide by and respect the laws as well as proportionately the rules and basic values established by this Code of Ethics. To this end, all contracts include the business partner’s commitment to respect the principles of ethical conduct contained in this Code of Ethics.
* When entering into contractual commitments and awarding contracts, the Company acts in accordance with the applicable legislation and internal rules of the Company. Procedures for preparing and signing contracts with customers and contractors are further defined in internal regulations of the Company, and the Company may not provide customers with products, services, or other forms of cooperation that would be in conflict with the legislation and internal regulations of MERO ČR, a.s.
* MERO ČR, a.s. seeks to ensure to the maximum extent possible that business partners of the Company are provided performance in the agreed and expected quantity and quality, and refuse entering into contractual obligations that the Company could not meet.

**Dealings with public authorities**

* When contacting and communicating with the public authorities, MERO ČR, a.s. proceeds in full accordance with the law and the basic ethical principles contained in this Code of Ethics, and in particular in accordance with Article 9.14. Offering any form of bribe to officials or employees of public authorities to influence the administrative process or to obtain any other undue advantage is expressly prohibited.
* MERO ČR, a.s. is committed to fully cooperate with relevant public authorities during any control or audit activity or any other form of verification or investigation. To that end, the Company provides the information requested by the public authorities in accordance with the relevant legislation. Nevertheless, the Company shall take into account the rules on the protection of confidential information pursuant to Article 16.9 of the Code of Ethics when providing information.

**Measures against money laundering and the financing of terrorism**

* MERO ČR, a.s. meticulously follows the legislation on measures against money laundering and financing of terrorism.
* In order to combat crimes related to money laundering and financing of terrorism MERO ČR, a.s. processes data about its customers and business partners, and properly handles and evaluates them to a proportional extent.
* In the case of suspicion that a customer or business partner of MERO ČR, a.s. has attempted to use a contractual relationship with the Company for unfair or illegal purposes such as money laundering or financing terrorism, each employee or member of the Company’s Board of Directors shall be obliged to immediately inform their direct superior of these suspicions, or directly contact the Ethics Line.
* The Company commits itself to providing the competent public authorities in the given area with all the necessary cooperation that could be justly required of it.

**Company accounting and management**

* Company accounting and management is performed in accordance with the laws and accounting standards.
* The Company ensures that all transactions are transparent, duly authorized, verifiable and accurately accounted for. Financial statements are always processed in accordance with generally accepted accounting principles and in all respects present a true picture of the financial standing and operating results of MERO ČR, a.s.
* The Company also undertakes to comply with the relevant legislation by submitting duly kept records for tax purposes, and prepares and submits tax returns for all of its tax obligations in the manner and within the time limits set by law.
* Company accounts are strictly controlled by external and internal auditing. Any alterations or fraudulent falsification of financial records or documents are automatically forbidden.

**Intellectual property protection**

* Objects or works which are protected by the laws on the protection of intellectual property and those created or purchased by the Company, will become its property and cannot be considered private or personal belongings. All employees and members of the Board of Directors are required to protect the Company's intellectual property.
* MERO ČR, a.s. always respects the intellectual property rights of third parties, as well as trade secrets and copyright mainly relating to computer programs and trademarks.
* Employees and members of the Company’s Board of Directors are not authorized to upload any software to the Company’s computers without the appropriate licenses to use the work or documents protected by copyright and trademarks of third parties, copy, or download documents or materials without the consent of the persons owning the rights in accordance with the laws on intellectual property.

**No discrimination**

* MERO ČR, a.s. unconditionally promotes an equal approach to all employees and members of the Board of Directors. For this purpose, the Company is committed to the principle of equal opportunities and equal treatment regardless of ethnic origin, nationality, gender, sexual orientation, age, marital status, religion, disability, union membership or political opinions if they are in accordance with the democratic principles of the rule of law.
* MERO ČR, a.s. shall not tolerate behavior or attitudes in which any person may feel restricted, humiliated or harassed and honors the principle that any discriminatory conduct toward others, whether directly or indirectly, should be subject to disciplinary action.
* Everyone is entitled to report any form of discriminatory behavior to his superior, or directly contact the Company’s Ethics Line.

**Occupational health and safety**

* MERO ČR, a.s. actively supports the creation of conditions at the level of occupational health and safety, so as to minimize the risk to life and health of employees and members of the Board of Directors in the framework of the Company's activities. For this purpose, the Company regularly provides training in the prevention of occupational accidents, and occupational health and safety.
* Each employee and member of the Board of Directors must take care to protect their health and the health of other employees at work and comply with the applicable laws and internal regulations concerning occupational health and safety.
* It is unconditionally forbidden to drink alcohol or use other addictive substances in the workplace and during working hours and outside the workplace, or to enter the workplace under the influence of these substances. It is also forbidden to use addictive substances outside working hours, if it could affect the performance of the duties of employees or members of the Board of Directors, or impair occupational health and safety in the workplace.

**Environmental protection**

* MERO ČR, a.s. strictly adheres to all legislation in the field of environmental protection. Therefore, the Company seeks to reduce the environmental impact of its own activities, the activities of its customers and business partners as much as possible, and also reduce industrial, health and environmental hazards in its workplaces. The Company encourages a policy of sustainable development and efficient use of natural resources. The Company sees to a strict adherence to all relevant legislation in the field of environmental protection.
* The Company also proportionately requires and monitors the compliance of its business partners with laws and regulations in the area of environmental protection

**Behavior of the company’s Management in relation to the Code of Ethics**

* + Members of the Company’s Board of Directors are responsible for developing and maintaining a culture of ethical conduct within the framework of the company and compliance with the Code of Ethics. In this context, the Company’s Board of Directors shall be obliged to:
		- lead employees by example through their own ethical behavior,
		- strive to ensure that all employees are familiar with the Code of Ethics and properly understand its requirements,
		- monitor whether employees behave in accordance with the ethical principles

**Good reputation**

* Maintaining and strengthening the company's good reputation is a priority for all employees and members of the Board of Directors.
* Each employee and member of the Company’s Board of Directors is committed to not damaging the good reputation of MERO ČR, a.s. while performing their duties and in their appearance in public.
* Members of the Company’s Board of Directors and employees representing the Company externally shall act seriously and always courteously to third parties.
* Only authorized persons shall provide information regarding MERO ČR, a.s. and its activities to the media according to the relevant internal regulations of the Company.

**Anti-corruption rules**

* MERO ČR, a.s. rejects any form of corruption or conduct disrupting free enterprise.
* The Company’s Board of Directors and its employees must not use business contacts for their own benefit or for the benefit of others or to the detriment of the Company. This means in particular that in the context of combating corruption, none of the Company’s Board of Directors or employees shall provide or accept illegal private benefits or gifts in business relations (e.g. any cash payments, including in kind payments, services) for the purpose of obtaining or retaining contractual obligations or influencing the official actions of public authorities, if such conduct constitutes a breach of the law or could affect the due performance of work duties within the framework of the Company.
* The illicit provision of donations or benefits shall not include sponsoring public cultural or artistic activities or charitable purposes. More detailed rules for the provision of financial or other donations are closely regulated by the relevant internal regulations.

**Conflict of interest**

* All members of the Company’s Board of Directors and employees of MERO ČR, a.s. are obliged to act loyally to the Company, not harm its reputation and act in accordance with its legitimate interests. The obligation resulting from special legislation for the members of the bodies of the Company to act loyally and with due diligence shall remain unaffected.
* Members of the Board of Directors and employees of MERO ČR, a.s. are required to avoid possible conflicts of interest between their personal or financial interests and their activities for MERO ČR, a.s.
* In addition to the employment performed within their employment relationship, employees may only perform other gainful employment in the same line of business as the Company, with the prior written consent of the Company.
* Gainful employment shall be considered to be any activity certificated by law performed for profit or pecuniary benefit. Gainful employment is therefore understood to be conducting business or performance of the position of a member of bodies of business or other companies.
* In the event that the Company withdraws consent, the withdrawal must be in writing and must specify the reasons for the withdrawal. After the withdrawal of consent, the employee or member of the Board of Directors shall terminate the gainful employment without undue delay in the manner for its termination pursuant to the relevant legislation.
* Limitation of gainful employment consistent with the business activity of the Company shall not apply to the performance of scientific, educational, journalistic, literary or artistic activities.
* In the case of doubt about a possible or impending conflict of interest, each employee or member of the Company’s Board of Directors shall be obliged to ask the head lawyer for an assessment of the existence of a possible or impending conflict of interest.
* Members of the Board of Directors or employees of MERO ČR, a.s. shall not, without the prior written consent, provide benefit or service to a third party with which they have a relationship of a financial, business, family or social nature, in the case that the provision of such a benefit or service would be in conflict with the internal regulations of the Company or would otherwise damage the interests and status of MERO ČR, a.s.
* A conflict of interest may also arise in the event of a contract concluded between the Company and an employee, a member of the Board of Directors or a family member. An employee or member of the Board of Directors who wishes to enter into a contract with MERO ČR, a.s. or who knows that a family member intendeds to conclude a contract with the Company shall always inform his/her direct superior in advance.

**Protection of confidential information and secrecy**

* + It is prohibited to directly or indirectly use confidential business information or information about business partners, customers, employees or the Board of Directors of MERO ČR, a.s. during the course of employment or other relationship, and even after its termination in order to gain personal benefit or the benefit of third parties or to the detriment of the Company.
	+ It is explicitly forbidden to provide the Company's competitors with business information and the know-how of MERO ČR, a.s.
	+ Members of the Board of Directors and all employees of MERO ČR, a.s. are required to actively protect confidential internal data and public information, regardless of their content or form. The obligation of confidentiality does not apply to information that is suspected to be gained from unlawful conduct.
	+ Members of the Board of Directors and employees must never disclose confidential information about customers and business partners to unauthorized persons, except with explicit consent or in cases required by law.
	+ Rules relating to restrictions on the provision of information do not apply in cases where the provision of confidential information should contribute to averting a criminal offense, or imminent harm to health or property.
	+ In the case of doubt about what information may be disclosed to third parties, the member of the Board of Directors or employee must ask his/her direct superior or head lawyer in advance to decide how to proceed in the given matter.

**Investigation of MERO ČR, a.s. assets**

* + The acquisition and use of Company assets is based on an economic analysis performed in accordance with the laws and internal regulations. A similar process is used for the depreciation or sale of redundant Company assets.
	+ Members of the Board of Directors and all employees of MERO ČR, a.s. may use the assets owned by MERO ČR, a.s. solely for intended (work) purposes, in the event that the internal regulations of the Company or a specific contract between the Company and the employee or a member of the Board of Directors does not allow the use of Company assets for personal purposes.
	+ Members of the Board of Directors and all employees of MERO ČR, a.s. are obliged to use Company assets properly and carefully, to protect them from impairment or loss and to prevent damage. It is expressly prohibited to use Company assets for committing crimes.
	+ Specific responsibilities of individuals in the handling of the Company’s finances are specified in internal regulations or specific contracts between the Company and employees or a member of the Board of Directors.
	+ Violation of the obligations relating to the use of the assets of the Company may lead to disciplinary action or sanctions in accordance with the applicable laws and internal regulations, in particular Directive Ř-GŘ-05 Work Regulations, including termination of employment pursuant to the provisions of Article 52(h) of Act 262/2006 Coll., the Labor Code, as amended.

**Donations**

* + Unless otherwise stated below, members of the Company’s Board of Directors or employees of MERO ČR, a.s. shall not accept financial donations or other similar services (services or benefits in any form) in connection with their activities, which could in any way affect the impartiality of business decisions and the proper performance of work tasks.
	+ The acceptance of promotional items or occasional invitations, whose acceptance could be considered as business courtesy in the context of the applicable standards, shall be permitted. It shall also be permitted to accept small donations to the value of 1000 CZK, which are not likely to affect the performance of work tasks or business decisions.
	+ In the case of doubt about the admissibility of accepting donations, members of the Company’s Board of Directors or Employees of MERO ČR, a.s. shall be obliged to refer their questions to their direct superior or the head lawyer.
1. **Prevention of criminal offenses and compliance with regulations and internal standards**

Prevention of criminal offences, compliance with laws and internal regulations, especially the Code of Ethics, is a moral obligation of MERO ČR, a.s. Therefore, the Company regularly performs rigorous internal checks, based on which measures are adopted to rectify any undesirable situation.

During the checks, employees and members of the Board of Directors are required to provide full cooperation to the control authorities of the Company, as well as the competent public authorities, so as to provide the most effective prevention of criminal offences, or at least their effects, which could be attributed to MERO CR, Ltd.

To meet the above objectives, the members of the Board of Directors and employees of the Company are regularly duly trained in risks and criminal offenses.

1. **Investigation and resolution of unlawful conduct**
2.

**General principles and the Ethics Line**

MERO ČR, a.s. strictly ensures that unlawful conduct does not occur in relation to its activities. In the event that unlawful conduct occurs, MERO ČR, a.s. is committed to immediately detecting the unlawful conduct in order to effectively prevent it continuing, and, given the circumstances of the case, to take the necessary measures to prevent or avert its consequences. The Company investigates all of the circumstances and reasons for the unlawful conduct in a consistent manner.

In the event that unlawful conduct is detected, all members of the Board of Directors and employees of MERO ČR, a.s. are required to make every effort, given the particular circumstances of the case, to require this unlawful conduct to be stopped and avert its negative consequences.

In this context, employees and members of the Board of Directors are obliged to report any suspicion of unlawful.

In the event that a notifier reports in good faith their suspicion that unlawful conduct has occurred in relation to the activities of the Company (hereinafter referred to as a “complaint”), MERO ČR, a.s. shall guarantee the notifier that this would not lead to any punitive measures by the Company, which would possibly result from internal regulations (e.g. sanctions, etc.). Conversely, employees and the Company’s Board of Directors may be subject to sanctions in the event that they fail to report unlawful conduct in accordance with the internal regulations of the Company, or in the event they deliberately provide false information at the time notifying the relevant persons.

Suspected violations of laws and internal regulations can be reported:

* to a superior or member of the Company’s Board of Directors, and always to the head lawyer, or
* via the Ethical Line, the administrator of which is the head lawyer.

In addition to directly contacting the head lawyer, a complaint may be reported to the Ethics Line in the following ways:

**Email:**

**Telephone:**

+420 xxx

Cases of unlawful conduct may be reported anonymously or by including the contact details of the notifier.

In the event that a complaint is reported to a superior or a member of the Company’s Board of Directors, they shall be obliged to forward the complaint to the head lawyer without undue delay.

In the event that the notifier feels unable to report a complaint to their direct superior or the head lawyer (e.g. due to doubts about their impartiality, etc.), then the notifier shall be entitled to appeal directly to authorities involved in criminal proceedings.

Employees and members of the Company’s Board of Directors are obliged to provide assistance to the relevant internal and external bodies during the investigation into whether any unlawful conduct occurred.

Customers and business partners of MERO CR, Inc shall be entitled to report unlawful conduct in the above-mentioned way. However, customers and business partners of MERO CR, s. shall not be entitled to be informed of how their complaint is handled.

The head lawyer or the internal auditor shall be entitled to commence an investigation into whether any unlawful conduct occurred in relation to the activities of MERO ČR, a.s., even on their own initiative.

Persons involved in the investigation and solution to the unlawful conduct shall maintain the ultimate confidentiality of the information on the findings.

**Investigation into unlawful conduct by the head lawyer**

After receiving a complaint or on his/her own initiative, the head lawyer shall immediately initiate an investigation into whether any unlawful conduct occurred in relation to the activities of the Company.

During the internal inquiry the head lawyer shall decide whether any unlawful conduct actually occurred based on the obtained evidence, and shall subsequently determine the circumstances, severity, extent and degree of participation of the people that contributed to the notification of unlawful conduct. In the event that contacting the affected persons shall not threaten the investigation of the complaint or unlawful conduct, the head lawyer shall be entitled to contact the persons and request an explanation from them. During the investigation into the unlawful conduct the head lawyer shall cooperate in particular with the Head of the Personnel and Security Section. The head lawyer shall prepare a report on the findings based on the collected evidence.

In the event that a complaint is not upheld, the head lawyer shall decide to postpone it and archives it together with the report on the discovered facts in the records of incoming complaints.

If, during the investigation of unlawful conduct, the head lawyer concludes that the circumstances of the case suggest that the unlawful conduct actually occurred, then the head lawyer shall be obliged to adopt urgent and consistent measures to ensure that the unlawful conduct is stopped, and to avert any harmful consequences. Furthermore, the head lawyer shall elaborate a proposal for a possible solution to the unlawful conduct.

In the event that the head lawyer has the notifier’s contact details, the head lawyer shall be obliged to inform the notifier of the handling of the complaint within 14 days of receipt thereof. The head lawyer is also entitled to request additional information regarding the complaint made by the notifier.

**Powers of the internal auditor / risk manager when investigating unlawful conduct**

The internal auditor/risk manager supervises the actions of the head lawyer during the investigation of complaints and unlawful conduct. For this purpose, once every six months the head lawyer sends a report to the internal auditor / risk manager on the number of complaints submitted during the period and how they were handled.

The internal auditor / risk manager is entitled at any time to review the records of post sent to the Ethical Line, records of calls made to the Ethical Line and the email inbox of the Ethical Line.

In the event that an investigation of a complaint is initiated by the head lawyer but the notifier of the unlawful conduct is not satisfied with how the complaint was handled by the head lawyer, then the notifier shall be entitled to submit a request a review of the complaint to the internal auditor within one month. The internal auditor shall either confirm the actions of the head lawyer and how the complaint was handled or return the case to the head lawyer for further investigation, if necessary, or return the case to the head lawyer with his own proposal of how to handle the complaint.

Based on the review of the complaint by the internal auditor, the head lawyer shall prepare a final draft solution to the complaint. In the event that the head lawyer decides not to apply the method of handling the complaint proposed by the internal auditor, the head lawyer’s final proposal for solving the unlawful conduct will include a report of the internal auditor and the reasons why the head lawyer’s option differs from that of the internal auditor.

In the event that the internal auditor initiates an investigation into unlawful conduct on their own initiatives, they are obliged to inform the head lawyer of the fact. The provisions of Articles 11.2 and 11.4 of the Code of Ethics shall adequately apply to the actions of the internal auditor.

**Solution to unlawful conduct**

The head lawyer shall prepare a written report for the Board of Directors based on the investigation, which shall include:

* a report on the findings and all documents and relevant evidence, including reports from the internal auditor on the conclusions of the investigation, if applicable,
* a list of measures taken to end the unlawful conduct and to avert its harmful consequences,
* other proposed solutions to the unlawful conduct,
* proposals for the adoption of any further internal measures., if applicable.

Based on the report submitted by the head lawyer, the Board of Directors shall be authorized to make binding decisions on penalties for unlawful conduct in accordance with the laws and internal regulations and, where appropriate, the next steps in a specific matter, e.g. submission of a criminal charges, initiation of cooperation with law enforcement authorities in criminal proceedings or other public authorities.

1. **Evaluation and amendments to the Code of Ethics**

Based on the collected documents, the head lawyer shall annually conduct an overall evaluation of compliance with the legislation and the merits of the Code of Ethics and its application in practice at the end of each calendar year. This evaluation shall be based on reports from senior employees from the individual sections / departments. Results of the evaluation shall be submitted to the Board of Directors in a written report prepared by the head lawyer.

The Code of Ethics may only be amended or supplemented by a decision of the Board of Directors of MERO ČR, a.s.

Amendments or additions to the Code of Ethics may also be made, especially in relation to changes in the relevant legislation, after an evaluation of the experience gained from its application in practice.

About Korn Ferry

Korn Ferry is the preeminent global people and organizational advisory firm. We help leaders, organizations, and societies succeed by releasing the full power and potential of people.
Our nearly 7,000 colleagues deliver services through our Executive Search, Hay Group and Futurestep divisions.
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