



## I. Introductory Provisions

- 1.1. These Terms and Conditions (hereinafter referred to as the “**Terms**”) apply to contractual relationships arising from a contract for work or an unnamed contract (hereinafter referred to as the “**Agreement**”) concluded pursuant to Section 2079 or Section 1746(2) of Act No. 89/2012 Coll., the Civil Code.
- 1.2. The contractor is ÚJV Řež, a. s., Company ID: 46356088, VAT ID: CZ46356088, with registered office at Hlavní 130, Řež, 250 68 Husinec, registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1833 (hereinafter referred to as the “**Contractor**”).
- 1.3. The client is the person identified as the recipient of the work or services, or as the customer, in the Agreement (hereinafter referred to as the “**Client**”).
- 1.4. The Client and the Contractor are also collectively referred to in these Terms as the “**Parties**”.
- 1.5. These Terms form an integral part of the Agreement. Any provisions of the Agreement that deviate from these Terms shall take precedence over the Terms.

## II. Subject Matter of Performance

- 2.1. The Contractor shall be obliged to provide the performance specified in the Agreement at its own cost and risk, with due professional care and in accordance with the Client's instructions, in the scope, quality, and under the other conditions specified in the Agreement.
- 2.2. The performance shall include (as specified in the Agreement or as appropriate given the nature of the performance) in particular:
  - a) the execution of the work or the provision of other performance;
  - b) transport to the place of performance;
  - c) delivery of all documents necessary for the acceptance and use of the performance, documents proving the quality parameters of the performance, and documents related to the performance as required under applicable legal regulations.

## III. Price

- 3.1. The price for the provision of the performance is specified in the Agreement.
- 3.2. The price includes all costs of the Contractor necessary for proper and timely performance, including the costs of the activities specified in Clause 2.2 of these Terms.

## IV. Payment Terms

- 4.1. The Contractor shall be entitled to issue a tax document for the price only once the proper provision of the performance has been confirmed in accordance with Clauses 5.3 and 5.4 of these Terms; the protocol must be attached to the tax document.
- 4.2. Unless otherwise specified in the Agreement, the price shall be due thirty (30) calendar days from the date of delivery of the invoice to the Client. A monetary obligation shall be deemed fulfilled at the moment the corresponding amount is credited to the Contractor's account.
- 4.3. The tax document must contain the particulars required by the applicable legal regulations. If the tax document does not contain the required particulars, the Client shall be entitled to return it to the Contractor within the due date, stating the defects of the tax document. Upon delivery of a corrected tax document to the Client, a new due period shall commence.
- 4.4. Payments shall be made by bank transfer to the Contractor's bank account specified in the Agreement. This bank account of the Contractor must be maintained with a domestic payment service provider and must be published in a manner enabling remote

access in accordance with Section 96(2) of Act No. 235/2004 Coll., VAT Act. The Parties agree that any change of the Contractor's bank details and account number may only be made by means of a written amendment to the Agreement or by written notice duly delivered by the Contractor to the Client no later than together with the relevant invoice.

## V. Place and Time of Performance

- 5.1. The place of performance shall be the Client's registered office address, unless otherwise specified in the Agreement. The deadline for performance shall be set out in the Agreement.
- 5.2. Except in cases where the subject of performance (repairs, maintenance, modifications) is an item owned by the Client, the risk of damage to the subject of performance and title thereto shall pass to the Client at the moment the performance is duly handed over to the Client.
- 5.3. A handover protocol shall be drawn up and signed by the Parties, confirming whether the performance has been duly provided and all activities forming part of the performance under Clause 2.2 of these Terms have been carried out, or whether the performance contains defects. If defects are identified during handover, the Contractor shall remedy such defects within fifteen (15) calendar days, unless the Parties agree in the protocol on a different period (which must be stated in the protocol). The Client shall not be obliged to accept defective performance.
- 5.4. The performance shall be deemed duly completed only at the moment when a protocol is drawn up confirming that the performance and all components of the performance under Clause 2.2 of these Terms have been provided without defects.
- 5.5. The performance may be delivered in parts if the nature of the performance so allows and if the Parties so agree. The provisions on handover and acceptance shall apply mutatis mutandis to the handover of partial performance.

## VI. Warranty for Quality

- 6.1. The Contractor provides the Client with a warranty for quality for a period of twelve (12) months from the date of handover of the performance without defects (Clause 5.4 of these Terms), unless otherwise agreed.
- 6.2. In a written claim, the Client shall specify how the defect manifests itself and the manner in which the Client requires the claim to be settled. The Contractor shall remedy the defect without undue delay from its notification, but no later than within thirty (30) calendar days from the notification of the defect, unless a different period is agreed between the Parties having regard to the scope and nature of the defect.
- 6.3. The Contractor shall not be liable for defects caused by improper operation or maintenance, or by the use of the subject of performance in a manner contrary to its intended purpose.

## VII. Confidential Information

- 7.1. The Parties acknowledge that in the course of performing this Agreement they may become acquainted with information considered confidential by the Parties (hereinafter referred to as the “**Confidential Information**”).
- 7.2. For the purposes of this Agreement, Confidential Information shall mean all information, facts, data, materials, or documents of any kind, whether in written, oral, electronic, visual, or other form, which the Parties make available to each other in connection with this Agreement, and which:
  - a) are marked as confidential, secret, or similarly; or

- b) given their nature or the circumstances of disclosure, can reasonably be considered confidential, even if not explicitly marked as such.
- 7.3. Confidential Information shall include, but is not limited to, commercial, financial, technical, manufacturing, organizational, personnel, legal or other information, trade secrets, methodologies, processes, and know-how related or unrelated to the integration of AI into products, services, or internal processes, technological procedures, contracts, personal data, information and data on business strategies, pricing, and contractual relationships related to the provision or use of AI, or information on the use or modification of third-party models if they contain or process the Party's confidential data, as well as any other facts in which a Party has an obvious interest in protecting. Such information shall be considered confidential until the Parties confirm otherwise in writing.
- 7.4. The Parties undertake to maintain the confidentiality of the Confidential Information of the other Party. All Confidential Information shall be treated as confidential, even if it would not otherwise qualify as a trade secret under Section 504 of the Civil Code.
- 7.5. The Parties undertake not to further disseminate or reproduce the Confidential Information and not to make it available to any third party. The Parties further undertake not to use the Confidential Information in a manner inconsistent with its purpose or the purpose of its disclosure, for their own benefit or for the benefit of third parties.
- 7.6. Disclosure of Confidential Information to a third party for the purpose of performing this Agreement shall only be permitted if the Party to whom the Confidential Information belongs has given prior written consent. The Party disclosing the Confidential Information shall also oblige the third party to confidentiality to the same extent as required under this Agreement; disclosure shall only be made to the extent strictly necessary for the performance of this Agreement.
- 7.7. The Parties shall ensure that the Confidential Information of the other Party is not leaked, disclosed, or disseminated, and shall protect the confidentiality of such information. The Parties shall exercise the maximum effort reasonably required to ensure that their employees and any persons engaged pursuant to Clause 7.6 comply fully with the confidentiality obligations.
- 7.8. The obligations under this Article VII of these Terms shall not apply to Confidential Information which:
- a) is publicly available at the time of disclosure, or becomes publicly available after disclosure without breach of this Agreement;
  - b) the recipient is obliged to disclose under applicable law or pursuant to a court or competent administrative authority decision, provided that the recipient immediately notifies the other Party of such legal obligation (unless prohibited by law or the decision) and takes measures to ensure the confidentiality of the disclosed information to the maximum extent permissible by law or decision;
  - c) is disclosed to the public pursuant to prior written agreement of the Parties.
- 7.9. Disclosure of information under this Agreement does not grant any rights to a license, trademark, patent, right to use or reproduce copyright works, or any other intellectual or industrial property rights.
- 7.10. The provisions of this article shall survive the termination of this Agreement.
- 8.2. If the Contractor fails to remedy defects within the specified period (pursuant to Clauses 5.3 or 6.2 of the Terms), the Contractor shall pay the Client a contractual penalty of 0.05% of the price excluding VAT for each commenced day of delay and for each defect the rectification of which the Contractor is in delay.
- 8.3. The agreement on the contractual penalty shall not affect the Client's right to compensation for damage incurred as a result of a breach of the obligation to which the contractual penalty relates. Compensation for damage shall be governed by Sections 2894 et seq. of the Civil Code. The Parties hereby expressly agree on the obligation to compensate for non-material damage (e.g. damage to reputation).
- 8.4. The contractual penalty shall be due thirty (30) calendar days from the delivery of its invoicing to the other Party.
- 8.5. The Parties shall be entitled to withdraw from this Agreement in accordance with the relevant provisions of the Civil Code. The Parties consider in particular the following to constitute a material breach of this Agreement:
- a) a delay of the Contractor in providing the performance by more than thirty (30) calendar days;
  - b) a repeated occurrence (i.e. at least twice) of the same defect or a situation where the performance has multiple defects at the same time;
  - c) a delay of the Contractor in remedying a defect in the performance by more than thirty (30) calendar days;
  - d) a breach of the obligation to protect Confidential Information as set out in Article VII of the Terms.

## IX. Final Provisions

- 9.1. The Parties agree that the relationship under the Agreement shall be governed by Czech law, particularly the Civil Code. All judicial disputes concerning the rights and obligations arising from the Agreement shall be resolved before the general courts of the Czech Republic.
- 9.2. All disputes between the Parties arising from or relating to the provisions of the Agreement shall first be resolved amicably. If an amicable resolution is not reached within a reasonable period, either Party shall have the right to submit the dispute to a court for resolution.
- 9.3. If any provision of the Agreement is deemed invalid, ineffective, or unenforceable, the Parties undertake to replace such invalid, ineffective, or unenforceable provision with a provision that fulfils the intended purpose of the original provision.
- 9.4. The rights of the Parties arising from the Agreement may not be transferred or assigned to any third party without the prior express written consent of the other Party, except in the case of the sale or transfer of a business or its part. The provisions of this Agreement are also binding on the legal successors of the Parties.
- 9.5. The Agreement may only be supplemented or amended by written numbered amendments. Changes to contact persons and communication details do not require an amendment to the Agreement. Any change becomes effective upon delivery of written notice to the other Party.

## VIII. Contractual Penalties, Damage, Termination

- 8.1. If the Contractor fails to duly meet the performance deadline, the Contractor shall pay the Client a contractual penalty of 0.05% of the price excluding VAT for each commenced day of delay.