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## TERMS AND CONDITIONS OF THE INFO.POST SERVICE

The Terms and Conditions stipulate the conditions for providing the INFO.POST service (non-address distribution) by KOLOS s.r.o. with registered office at Krasovského 14, 851 01 Bratislava, Company ID: 31 393 039 registered in the Commercial Register at Bratislava I District Court, Section: Sro, File No. 8757/B ("KOLOS").

The Terms and Conditions are an integral part of the INFO.POST service contract concluded between KOLOS as one party and a legal entity, sole proprietor or natural person as the Client as the other party, especially with regards to the form of individual binding orders placed by the Client and issued under the conditions hereof. KOLOS commits to provide the Client with INFO.POST service and other related services based on individual orders, for which the Client commits to pay KOLOS the agreed price for the service.

### I. Definition of terms

1. Distribution region is an internal geographical area representing the smallest unit of delivery.
2. A distribution plan includes mutually agreed upon distribution regions with defined distribution coverage within which KOLOS is obliged to complete delivery and including catchment areas.
3. Distribution coverage is the total number of post boxes in the locations specified in the contract and/or binding order.
4. Distribution quantity is the total number of flyers needed to deliver the ordered distribution coverage after optimisation of the numbers of shared post boxes.
5. The start of distribution is understood as the moment at which promotional materials are dispensed from the central warehouse for transport for the purposes of their distribution to the distribution regions.
6. The INFO.POST (distribution) service is a specific set of activities conducted by KOLOS for the purposes of completing the full and timely delivery of the promotional materials to accessible and undamaged post boxes and post boxes shared by residents.
7. A promotion material is primarily any advertising material, prospectus, magazine, flyer, brochure, non-address periodical and other promotional material not intended for a specific recipient.
8. A post box is a post box installed in an apartment building or at an individual house and/or other place for mail delivery purposes.
9. An undamaged post box is any post box labelled with a name and that is not functionally restricted in any form or fashion.
10. An inaccessible post box is any post box labelled with a statement indicating that there is no desire to receive promotional materials or a post box that cannot be accessed during distribution.
11. An inaccessible shared post box is any post box labelled with a statement indicating that there is no desire to receive promotional materials or a post box that cannot be accessed during distribution.
12. A shared post box is a post box that the tenants (residents) of an apartment building create or label for the specific purpose of receiving promotional materials and into which promotional materials are distributed in bulk based on the number of tenants (residents) per entrance.
13. A reachable post box is any box to which promotional materials may be delivered.
14. The Client is a legal entity, sole proprietor or natural person who has concluded a contract with KOLOS.
15. T&C are the Terms and Conditions for providing the INFO.POST service.
16. Retail distribution is the distribution of promotional materials directly at the specified registered office, branch office or establishment of a legal entity and/or sole proprietor.
17. Mutation is a promotional material adapted for distribution to a specific distribution region.
18. POS (point of sale) materials are marketing/supporting materials used to support a promotion/campaign at individual points of sale for goods and services
19. The client zone is an information system specifically for communication between the parties and accessible from a website where the Client logs in using the KOLOS-provided login details.
20. A contract is a contract to provide the INFO.POST service concluded between KOLOS and the Client, especially in the form of the individual binding orders issued and confirmed in accordance herewith.
21. The website [www.kolos.sk](http://www.kolos.sk) or another KOLOS website used to publish information about the provided services is understood to represent any future website that replaces [www.kolos.sk](http://www.kolos.sk).
22. Catchment area is the defined area of distribution defined in the distribution plan in which the Client's registered office and/or branch office/establishment is established.

### II. Orders

1. KOLOS commits to provide the INFO.POST service based on written orders issued by the Client and confirmed by KOLOS per Article II herein.
2. An order must be completed in writing and delivered to KOLOS by the date specified for order acceptance per Article III herein at the latest.
3. An order must contain the following minimum details:
  - a. identification of the Client in the scope of its business name, registered office, company ID and details of its registration in the Commercial Register or Trade License Register,
  - b. identification of the order (numeric or alphanumeric string of characters) to ensure the unique and unmistakable identification from any of the Client's other orders,
  - c. the date, place and time of delivery of the promotional materials by KOLOS,

- d. the form of the distributed promotional materials identifying the number of pages of the promotional materials; form may not differ within the same type or mutation
  - e. the weight of a single unit of the distributed promotional materials; weight may not differ within the same type or mutation,
  - f. the quantity of distributed promotional material units in a specific type or mutation,
  - g. the quantity of promotional material units within a single package, whereby every package must have the same quantity of units within the same type or mutation,
  - h. specification of the distribution period and/or retail distribution,
  - i. the place of distribution, which must be specified as a specific city, borough, or distribution region, including for mutations,
  - j. the price for completing distribution,
  - k. the duration of the contract,
  - l. any request to return pallets (in the scope stipulated in Article IV (12) herein).
4. If KOLOS sends the Client a quotation for distribution, an order is considered any document that clearly indicates the Client requests such distribution under the terms specified in the quotation and with respect to any changes specified therein (such as a change in distribution coverage, change in the place of distribution, etc.). If activities outside the framework identified in the quotation and/or herein occur based on such requested change and/or such changes would result in increased costs for KOLOS to complete distribution, KOLOS is authorised to increase the price for distribution in a scope corresponding to the scope of such requested changes. The same approach is applied to Client requests to distribute promotional materials in multiple mutations.
  5. Every order issued by the Client as defined herein is assessed on a case-by-case basis. If the Client cancels a previous order by sending a new order to KOLOS before the previous order is confirmed, such fact must be explicitly stated on the order in such a way that eliminates any doubts as to the intention to cancel such order.
  6. KOLOS shall confirm an order in writing within 2 days from receipt of the order; confirmation represents approval of the conditions for completing distribution per the applicable order between the Client and KOLOS. If no confirmation is received, the order is not considered confirmed by KOLOS. An order is likewise considered unconfirmed if KOLOS notifies the Client within the specific term that it does not confirm the order. KOLOS has the right but not the obligation to confirm an order issued by the Client. If KOLOS does not confirm an order, KOLOS has no obligation to complete distribution per the related order. Receipt of a request to pay a deposit in the form of a pro forma invoice or in any other manner by the Client is considered written confirmation of an order on the part of KOLOS. A distribution plan is an integral part of every confirmed order.

### III. Place and time of delivery

1. KOLOS shall complete distribution within 2 distribution periods, specifically:
  - o Distribution period D1: Monday – Tuesday standard distribution period
  - o Distribution period D2: Thursday – Sunday standard distribution period
2. For the purposes of the full and timely completion of delivery by KOLOS, the Client commits to issue an order and then deliver the promotional materials to KOLOS depending on the requested distribution period within the following deadlines:

Requested distribution period	Final deadline for issuing an order	Final deadline for delivery of promotional materials to the central warehouse in Bratislava*	Final deadline for delivery of promotional materials to regional warehouses
D1: Monday - Tuesday	Monday by 4 PM	Tuesday by 4 PM	Wednesday 8 AM to 10 AM
D2: Thursday – Sunday	Thursday by 10 AM	Tuesday by 4 PM	Wednesday 8 AM to 10 AM

\*if such day is an official holiday or a non-working day, the Client is obliged to deliver the promotional materials to the central warehouse in Bratislava at least 1 business day earlier

\*if distribution involves promotional material mutations and/or POS materials, the Client is obliged to deliver the promotional materials to the central warehouse in Bratislava at least 1 business day in advance

3. The parties likewise commit to approve the distribution plan for distribution per the order in writing within the period defined for issuing the related order.
4. If the Client is in delay with delivery of the promotional materials, KOLOS is authorised to proceed as follows:
  - o - If the promotional materials can be delivered to KOLOS regional warehouses (KOLOS alone is responsible for determining such fact given the decisive circumstances for completing distribution including operational, capacity-related, technical and other factors) within the agreed period, and if the

parties agree in writing, KOLOS shall complete delivery using express distribution, while in such case, KOLOS is entitled to payment for the increased costs involved. Electronic forms of communication are considered to preserve the obligation to complete official actions in writing, without the need for a secure electronic signature.

- - If the promotional materials cannot be delivered to KOLOS regional warehouses (KOLOS alone is responsible for determining such fact given the decisive circumstances for completing distribution including operational, capacity-related, technical and other factors) within the agreed period, and if the parties agree in writing, KOLOS shall complete delivery within the next standard distribution period or in an exclusive distribution period outside of the days defined for the distribution period as defined herein, while in such case, KOLOS is entitled to payment for the costs involved up to 100% of the agreed price for distribution.
5. If an order is cancelled after the deadline specified in Article III (2) herein as the final deadline for issuing an order, KOLOS is entitled to payment of a contractual fine totalling:
    - 10% of the agreed price for distribution if the order is cancelled within 48 hours before the start of distribution,
    - 50% of the agreed price for distribution if the order is cancelled within 24 hours before the start of distribution,
    - 100% of the agreed price for distribution if the order is cancelled within 12 hours before the start of distribution.
  6. Distribution covers the entirety of Slovakia, and the individual locations contained in the distribution plan per the confirmed orders.

#### IV. Promotional materials

1. The Client commits to deliver the promotional materials to KOLOS in the quantity identified in the order to the KOLOS central warehouse within the periods defined in Article III herein:  
**KOLOS s.r.o.**  
Rybničná 36  
831 07 Bratislava  
Hours of operation: Monday – Friday, 8 AM to 4 PM  
Contact: 0918348117
2. If the Client has interest in delivering promotional materials directly to KOLOS regional warehouses, it is obliged to specify this request in the order and to receive a list of the regional warehouses with contact details at the individual regional warehouses from KOLOS based on such request.
3. If the Client provides KOLOS with promotional materials in a scope that exceeds the quantity identified in the order, KOLOS is not obliged to accept, distribute or store any excess materials.
4. If the quantity of promotional materials for distribution within a single distribution is less than 10,000 units, KOLOS has the right to add an additional one-time charge to the price for distribution in an amount equal to that shown on the order.
5. KOLOS commits to inform the Client of any deficiencies in the quality, quantity or packaging of the promotional materials immediately after they are discovered but no later than when sending the final distribution report. KOLOS is obliged to proceed per the Client's instructions when remedying such deficiencies and the Client is obliged to reimburse KOLOS for all costs incurred specifically to remedy these deficiencies. Any delay or other deficiency in completing distribution due to such deficiencies and/or to remedy these deficiencies waives the Client's right to file a claim and/or seek compensation for damages and/or a fine from KOLOS.
6. The final dimension of a single unit of promotional material may be between 8 x 5 cm and 25 x 35.3 x 1 cm with a maximum weight of 150 g. KOLOS is not obliged to distribute any promotional materials with dimensions other than the agreed dimensions and/or agreed maximum weight and the distribution of such promotional materials is subject to the written approval of KOLOS before the applicable order is issued.
7. Promotional material packaging must fulfil the following conditions:
  - a. packaging must be completed so that the promotional materials are protected from damage during transport and handling activities and so that they cannot fall out of the packaging (e.g. use cross straps),
  - b. the packaging must clearly state the quantity of promotional material units, the name of the promotional material and their purposes and the packaging must permit the ability to check for the correct number of units,
  - c. the total weight of a single package may not exceed 10 kg,
  - d. the quantity of promotional material units in a package (packaged quantity) and the total number of promotional material units must be identical to the specifications of the order,
  - e. every package must have the same quantity of promotional materials and the quantity of promotional materials in a single package must be identical to the quantities provided on the order per Article II (3)(g) herein.
8. The parties accept that KOLOS has no liability for any damages caused by incorrect packaging, failure to provide identical quantities of promotional materials in a single package or differences in quantities of

promotional materials in packages or on the order or for the failure to comply with other obligations on the part of the Client concerning the packaging of promotional materials.

9. The Client is fully liable for the contents and graphical processing of the promotional materials. KOLOS is not obliged to evaluate the contents or graphical processing of the promotional materials. KOLOS exclusively distributes promotional materials and is not considered an advertising disseminator per Act No. 147/2001 Coll. on Advertising as amended, while the Client disseminates the advertising on its own behalf and at its own risk.
10. The Client declares and is fully liable for ensuring that none of the promotional materials intended for distribution is in violation of any applicable legal regulations and that no third-party rights stemming from regulations including protection for trademarks, designated goods and services, copyright or any other regulations concerning industrial or intellectual property rights are violated.
11. KOLOS is authorised to refuse to complete the distribution of promotional materials that KOLOS deems in violation of applicable legal regulations; such fact must be reported immediately to the Client together with the reasons for refusing to complete distribution. KOLOS also reserves the right to refuse to accept or deliver promotional materials with contents or graphical processing that would represent a violation of the pre-election moratorium.
12. If KOLOS is subject to any fines or other penalties as a result of any violation of legal regulations attributable to the content or graphical processing of the promotional materials (e.g. if the content was defamatory or libellous, promotes violence, discriminatory, interferes with the right to privacy protection, contains personal data of citizens without their prior consent, presents nakedness in a scandalous manner or for other reasons per §3 of Act No. 147/2001 on Advertising as amended) or is subject to claims seeking damages from third parties, the Client commits to reimburse KOLOS in full for such damages incurred by KOLOS in connection therewith and including all costs incurred by KOLOS to protect its rights and legally protected interests. The Client's declaration above is considered a covenant on the part of the Client of indemnity to KOLOS.
13. The Client is not entitled to the return of pallets of an equal quantity and quality as those provided to KOLOS by the Client. KOLOS is obliged to return the pallets requested by the Client exclusively if they are available at the KOLOS central warehouse and within a term of 14 calendar days from the receipt of such pallets at the latest. The Client in such case is obliged to accept these pallets in person at the address of the KOLOS central warehouse defined in Article IV (1) herein. If the Client or an authorised third party does not accept these pallets in person within the defined 14 calendar day term, KOLOS has the right to dispose of such pallets and all the Client's financial and/or non-financial entitlements thereto lapse, in particular entitlement to return of the pallets and/or entitlement to payment of the price for the pallets. Upon Client request to return the same quantity and quality of pallets, KOLOS shall complete a quotation to complete the collection and restocking of the pallets until their delivery and receipt at the agreed address.

## **V. Completing distribution**

1. KOLOS completes the distribution of promotional materials to accessible and undamaged post boxes and to shared post boxes.
2. KOLOS commits to complete distribution within the defined distribution periods given the conditions specified in Article V herein.
3. If delivery is required in locations outside of the distribution regions per the agreed conditions for completing distribution, KOLOS is authorised to secure distribution via a third party after first agreeing with the Client on such course of action; in such case, the delivery and claims process for such locations is subject to the third party's terms and conditions.
4. KOLOS may only cancel the distribution based on a written agreement between the parties if the Client is in delay with delivery of the promotional materials. Such fact has no prejudice on entitlement to the contractual fine specified in Article III herein.
5. KOLOS is obliged when completing distribution to ensure:
  - a. the promotional materials are intact when delivered to post boxes or shared post boxes,
  - b. the persons physically performing distribution who contact residents (tenants, etc.) conduct themselves in a polite and courteous manner so that residents are not harassed above an appropriate level given the circumstances,
  - c. the distributed promotional materials are delivered to the maximum possible number of post boxes and shared post boxes per the conditions provided in the order.
6. KOLOS is obliged to complete distribution to ensure the distributed promotional materials are delivered to accessible and undamaged post boxes and shared post boxes in a minimum scope of 90% for the agreed place of distribution.
7. If residents (tenants) of apartment buildings collectively decide and establish shared post boxes specifically to receive advertising materials, KOLOS is obliged to accept such fact and to deliver materials to these residents (tenants) using the defined post boxes. In the case of distribution to apartment buildings with shared post boxes, the distribution of such distribution materials to the shared post boxes will be capped at a maximum of 70% of the agreed total distribution coverage for the given apartment building, for instance, 70 individual distribution materials are delivered to a shared post box at an apartment building with 100 post boxes, unless the parties agree otherwise in the contract or binding order.

8. KOLOS shall inform the Client in writing in the client zone or via email when distribution is complete and based on mutual agreement within 3 business days from the date on which distribution is complete. This final report contains the following information at a minimum:
  - a. specification of the distributed promotional material,
  - b. place of distribution,
  - c. inaccessible places of distribution (entrances),
  - d. details of the delivery of promotional materials to stores,
  - e. inspection findings.
9. Distribution is considered complete at midnight on the final day of the distribution period.

## **VI. Price for distribution and payment conditions**

1. The price for distribution shall be defined per agreement of the parties under Act No. 18/1996 Coll. on Prices as amended and defined in the individual binding orders.
2. The price for distribution is always defined as the total distribution coverage within the agreed distribution plan, regardless of the defined restrictions on the quantities of distribution materials distributed to shared post boxes.
3. KOLOS is entitled to interest from delay in the statutory amount if the Client is in delay with payment of an amount per a KOLOS-issued invoice based on the contract.
4. The Client has the possibility to distribute the creation of maps of delivery areas above the number of 3 maps / 1 distribution, KOLOS is entitled to charge the creation of such maps with a fee of 50 € / 1 map.
5. In case of selective distribution, KOLOS is entitled to increase the distribution price by 40% compared to the standard price.

## **VII. Inspection and claims**

1. KOLOS continuously checks distribution activities at its own cost and takes immediate action to correct any defects or deficiencies that are identified.
2. The Client has the right to make claims regarding the completion of distribution by filing a claim with KOLOS using the client zone. Claims involving distribution must be filed within 2 calendar days from the end of distribution at the latest. A claim must include the following details:
  - a. distribution period
  - b. date of filing the claim
  - c. place of distribution
  - d. address (street and building number)
  - e. reasons for the claim
3. The Client may provide any other details in its claim (but no data considered personal data) to identify the faults in delivery.
4. Claims filed after the defined deadline and claims that do not contain the mandatory details as defined herein are disregarded and all the Client's entitlements from defects in distribution lapse.
5. KOLOS shall resolve all accepted claims without any undue delay and within a period of 30 days from the date on which a claim is filed at the latest. KOLOS shall inform the Client of the resolution of a claim within 3 business days of its resolution by sending a statement to the Client as to the way the claim was resolved via the client zone and the Client shall receive a notification email.
6. KOLOS guarantees a 90% distribution success rate, i.e. KOLOS guarantees that at least 90% of the total number of post boxes located in the places of distribution defined in the order and labelled by KOLOS as delivered shall receive the promotional materials.
7. If the Client suspects that distribution was not completed in a full and timely manner, the Client is authorised to request that KOLOS conduct a joint inspection of distribution once distribution is complete. Such request must be completed in writing and must be delivered to KOLOS within 24 hours before the date of the joint inspection at the latest and within the term provided for filing claims. Joint inspection must be completed within 2 calendar days from the completion of distribution at the latest; otherwise, the Client has no entitlement to object or complain and distribution is considered complete in a full and timely manner. Joint inspection is performed with the involvement of the authorised representatives of KOLOS and the Client. KOLOS shall secure the completion of the joint inspection so that it is completed within 2 calendar days from the completion of distribution at the latest and notify the Client of the date, time and place at which the joint inspection will be completed or its schedule. The Client is only entitled to request a joint inspection as defined herein if the total volume of promotional materials delivered within a single distribution is a minimum of 500,000 units.
8. The sole reference material used by the Client to apply any claims against KOLOS for a violation of obligations on the part of KOLOS within distribution are the findings from the joint inspection signed by the



authorised representatives of the Client and KOLOS. To clarify, such fact has no prejudice on the Client's right to make claims regarding completed distribution per Article VII (2) herein.

9. The maximum number of joint inspections completed in Slovakia for a single distribution is:
  - o a maximum of 1 joint inspection for 500,000 to 850,000 distributed promotional material units,
  - o a maximum of 2 joint inspection for 850,001 to 1,000,000 distributed promotional material units,
  - o a maximum of 3 joint inspection for more than 1,000,001 distributed promotional material units,whereby one such joint inspection may be conducted for one Client and single material at the KOLOS branch office and per catchment area.
10. The parties agree that KOLOS is entitled to payment of a fee of €50.00 per joint inspection. This fee covers a 5-hour joint inspection and 100 km of travel. The price for each additional commenced hour of a joint inspection above the 5-hour threshold is €10 per hour. The price for each additional commenced kilometre of travel above the 100-km threshold is €0.30 per km. The start of an inspection for such purposes is considered the meeting of the authorised representatives of both parties at the designated location.
11. A joint inspection is based on an assessment of distribution quality, which is determined using the arithmetic average of the distribution inspection checks conducted by the representatives of both parties. If the Client refuses to conduct an inspection at the specified location, distribution is considered to have been completed in a full and timely manner at this location.
12. Inspection results are recorded on a form (Inspection Sheet) signed by the authorised representatives of both parties immediately following the inspection to confirm the accuracy of data on the Inspection Sheet. If any of the parties refuses to sign the Inspection Sheet or has objections thereto, such fact is recorded on the Inspection Sheet itself.
13. The parties agree that more detailed specification of the inspection process is laid down in Annex 1 hereto, and which forms an integral part hereof.
14. The Client is authorised to terminate the inspection at any point in time during the process if the results of the joint inspection demonstrate a 90% or higher distribution success rate before its completion. If the Client terminates the joint inspection at any point in time before 30 individual measurements are recorded on the tally sheet, those measurements that are not completed within the total number of measurements are automatically marked as "Y - yes".

#### **VIII. Penalties**

1. Depending on the outcome of the joint inspection, the Client may be entitled to seek payment of a contractual fine from KOLOS in the following amount:
  - a. 2% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of between 85% and 90%,
  - b. 5% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of between 80% and 85%,
  - c. 15% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of between 70% and 80%,
  - d. 30% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of between 60% and 70%,
  - e. 50% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of between 50% and 60%,
  - f. 100% of the price for distribution excluding VAT for the given catchment area if the inspection of the catchment area demonstrates a distribution success rate for this specific area of less than 50%.
2. If delivery includes the retail distribution of promotional materials and if there is a delay in the retail distribution of such promotional materials due to a violation of obligations on the part of KOLOS, the Client is entitled to a contractual fine of €10 (ten euros) for every retail establishment to which distribution was not conducted in a timely manner.
3. Payment of the contractual fine is considered the full entitlement on the part of the Client for all violations of obligations on the part of KOLOS and results in the completed settlement of distribution matters.
4. Serious violations hereof by the Client are defined, but not exclusively, the following:
  - a. failure to comply with the deadline for delivering promotional materials,
  - b. failure to deliver a quantity of delivered promotional materials that matches the order,
  - c. failure to deliver promotional materials with individual unit weights that match the order,
  - d. failure to deliver a quantity of promotional material units in packages that matches the order,
  - e. failure to comply with the defined type of packaging (cross straps, film for packages).
  - f. failure to identify mutations or failure to label delivered mutations of promotional materials
5. KOLOS is entitled to seek payment of a contractual fine from the Client if the Client violates the provisions hereof as follows:
  - a. per Article VIII (4)(a), 15% of the total price of the order,

- b. per Article VIII (4)(b), 10% of the total price of the order,
- c. per Article VIII (4)(c), 15% of the total price of the order,
- d. per Article VIII (4)(d), 10% of the total price of the order,
- e. per Article VIII (4)(e), 10% of the total price of the order.

#### **IX. Amendment of the contract**

1. KOLOS reserves the right to make changes hereto, in particular because of changes in legal regulations, changes in market conditions and if such change is required for organisational, technical, operational or other reasons attributable to KOLOS. In the event of amendment hereof involves a unilateral change hereto, KOLOS is obliged to notify the Client of such its intention to change the Terms and Conditions at least 15 days in advance of the effective date of such change and to publish the amended form hereof or the changes hereto to the Client in an acceptable form. Publishing the amended Terms and Conditions or new text of the Terms and Conditions on the KOLOS website is considered an acceptable form of publication.
2. If the Client does not agree with a substantial change hereto, the Client is authorised to give notice to the contract so long as it applies such right with KOLOS within 15 days from the publication of such amended Terms and Conditions. The notice period is one month in this case and commences on the first day of the calendar month following the month in which written notice is delivered to the other party. To clarify, services shall be provided under the conditions and for the price valid before any such change or amendment executed under the provisions herein during the notice period.

#### **X. Duration of the contract**

1. The contract is concluded for the period defined therein. If no such period is specified therein, the given contract is considered concluded for an open-ended period.
2. A contract concluded for a fixed term may be terminated upon the expiry of the period for which it was concluded, upon written agreement of the parties or upon withdrawal from the contract.
3. A contract concluded for an open-ended period may be terminated upon written agreement of the parties, withdrawal from the contract or notice to the contract.
4. The parties are authorised to give notice to a contract concluded for an open-ended period without providing a reason. The notice period is three months in this case and commences on the first day of the calendar month following the month in which written notice is delivered to the other party.
5. If either of the parties violates the provisions of the contract and/or conditions, the party not in violation is authorised to withdraw from the contract effective on the date written notice of withdrawal is delivered to the other party if the party violating its obligations does not provide remedy after receiving written notification thereof or within an additional and adequate period provided by the other party of at least 14 days.
6. Withdrawal must be completed in writing and is effective on the date of its delivery to the other party at the address of its registered office registered in the Commercial Register at the time such withdrawal is sent or to any other specified or known address for such purposes.
7. Termination of the contract has no prejudice with respect to the entitlements of the individual parties to seek compensation for damages caused by violations committed by the other party. None of the parties is relieved of the obligation to settle its outstanding commitments resulting from the failure to perform obligations, including commitments arising during such periods when the contract was in force.

#### **XI. Final provisions**

1. These Terms and Conditions enter into force and are effective on 10 September 2020.
2. The Terms and Conditions are an integral part of every validly concluded contract.
3. A call, notification or any other legal action ("call") from one of the parties is considered delivered to the other party if completed in person or sent via registered mail with delivery confirmation and delivery to the addressee only to the address of the party specified in the contract or most recently identified by the given party in writing to the other party. A call is considered delivered on the date on which the given party receives or refuses to take delivery of such registered mail or the date on which the registered mail sent to the given party's address is returned to sender after expiry of the lodging period, even if returned to sender as "addressee unknown". If the call was sent via email or delivered in person on a business day until 4 PM, such call is considered delivered at the moment of successful transmission or delivery if such event occurred before 4 PM on a business day; otherwise, the following business day is the effective date of delivery.
4. Per the provisions of §17 and in connection with the provisions of §271 of the Commercial Code, the parties agree that the contents of a contract are considered confidential and the parties agree to maintain confidentiality regarding such details and commit to ensure that employees and collaborating third parties likewise maintain confidentiality regarding the contents of the contract and any other details and information they become aware of from the contract and towards all entities, except the parties themselves.

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5. The parties declare that any disputes arising based on the contract shall be resolved by the parties through mutual negotiations; if unsuccessful, the matter may be heard by the respective court with jurisdiction over the matter in Slovakia.
  6. Legal matters between the parties established by the contract but not explicitly stipulated therein are subject to applicable provisions of valid Slovak laws and regulations.
  7. If any provisions of the contract and/or Terms and Conditions are invalid, such fact has no impact on the validity of the remaining provisions of the contract and Terms and Conditions. Invalid provisions are replaced by the provisions of valid Slovak laws and regulations that as closely approximate the contents of the contract and Terms and Conditions.
  8. The contract may only be amended based on written amendments approved and signed by both parties, unless otherwise agreed in the contract or herein.

Upon conclusion of the contract, the Client confirms it has reviewed the Terms and Conditions carefully and confirms that all its provisions are clear and understandable, it has understood the Terms and Conditions in full and agrees with them.