

Framework Agreement

for Work and Provision of Services

Agreement number 20xx/xxx

Contracting parties

Company: **1. Web IT s.r.o.**
headquarters: Vinohradská 2279/164, 130 00 Prague 3
registered in: Commercial Reg. maintained by the Municipal Court in Prague, Section C, File 179366
ID: 24841633
VAT number: CZ24841633
acting: Pavel Dorňák, Alžběta Žáková
authorized person: Pavel Dorňák, +420 608 971 821, dornak@1webit.cz

(hereinafter referred to as "Supplier")

Company: **name**
headquarters: **address**
registered in:
ID: **number**
VAT number:
acting: **name of the executive**
authorized person: **name, phone number and email**
billing email:
account number:

(hereinafter referred to as "Client")

conclude this Framework Agreement for work and provision of services (hereinafter referred to as the "Agreement").

1. Initial Provisions

- 1.1. The Contracting Parties hereby declare that they meet all conditions and requirements set forth in this Agreement and are authorized to enter into this Agreement and properly fulfill the obligations arising from it.
- 1.2. This Agreement is a contract framework and **negotiates the general adjustment of contractual conditions during implementation** subject of the Contract. On the basis of this Contract, the contracting parties will conclude subsequent contractual documents – partial contracts or orders (hereinafter also collectively referred to as "*Contract documents*"), which are in relation to the specialty to this Agreement, which are the general terms and conditions in relation to the Contract Documents.
- 1.3. This Agreement creates a legal framework for the implementation of the Contractual Documents, but does not oblige the Supplier to deliver anything and the Client to order or pay anything **without the existence of the aforementioned Contractual Documents.**

- 1.4. **Third party**, in the Agreement, means a natural or legal person who is not the Client or Supplier and which is not related to them as a controlling entity, a subsidiary controlled by them or their sister company that is controlled by the same person who controls the contracting party.
- 1.5. For the purposes of this Agreement, an **"Expert"** means a person who is in a direct or indirect (mediated) contractual relationship or employment relationship with the Supplier and who personally performed, is performing, or will perform the activity that is the subject of the Supplier's performance under this Agreement (hereinafter referred to as the *"Expert"*).
- 1.6. A third party is not a person with whom the Client has entered into a contractual relationship within which the Supplier implements the subject matter of this Agreement (hereinafter referred to as the *"Customer"*). However, this Agreement does not establish any relationship between the Customer for whom the Experts provide services and the Supplier.
- 1.7. Man-day (or also *"MD"*) for the purposes of this Agreement means 8 consecutive hours in one day during which the Expert provides services or performs activities that are the subject of the Supplier's performance under this Agreement.

2. Subject of the Agreement

- 2.1. The Supplier hereby undertakes to provide the Client with performance at the price and under the conditions agreed in the Contract Documents, which may include:
 - 2.1.1. provision of performance or services (hereinafter also *"fulfillment"*) through the performance of the Supplier's Experts;
 - 2.1.2. provision of a comprehensive group of services, for the implementation of which the Supplier is fully responsible and whose provision it manages;
 - 2.1.3. execution and delivery of a work on a fixed-time, fixed-price basis (hereinafter also *"FTFP"*).
- 2.2. The Supplier's performance may be used by the Client exclusively for solving the Client's internal projects in the field of information and communication technologies (hereinafter referred to as *"ICT"*), or for providing services to customers in the field of ICT, with whom the Client has concluded a valid contractual relationship for specific performance (hereinafter also *"Project"*).
- 2.3. Experts participating in the performance under this Agreement will be specialists meeting the qualification requirements for the positions listed in Annex P1.
- 2.4. The Client undertakes to pay the price according to the terms agreed in the Contract Documents.

3. Time of Performance

- 3.1. The place of performance and provision of services (hereinafter also *"the place of performance"*) are the registered offices or workplaces of the Supplier, or the registered office or workplaces of the Client. The specific place of performance must always be stated in the Contract Document.
- 3.2. The Period of performance and provision of services (hereinafter also *"fulfillment time"*) must be stated in the Contract Document and must include the beginning and end of the provision of services and performance, the daily working hours of the Client or Customer and the form - full use of services and performance, or partial, expressed as a percentage or the number of working days in a week or month.

4. Price and Billing

- 4.1. The price for the Performance provided through the Supplier's specialized Experts (hereinafter also the *"price for performance"*) will be determined in the relevant Contractual Document, in particular with regard to the conditions of the Customer's specific project or place of performance. All prices specified in this Contract or subsequent Contractual Documents are stated **exclusive of VAT**.
- 4.2. The price for the Supplier's performance includes all costs of the Supplier for the implementation of the subject of performance or provision of services at the places of performance in the Czech Republic. If the Supplier has to travel abroad as part of its performance after the written approval of the Client, the prices will be determined by agreement in a different manner. The price will always include the payment of proven costs of the foreign trip in accordance with applicable legislation.
- 4.3. The Price for Performance under this Agreement is agreed as a time-and-material price based on actual performance according to monthly statements (acceptance protocols / *"Performance Reports"*). Unless otherwise specified in the Contract Document, the performance statement. Supplier for each expert no later than the first working day of the month, for the previous period in which the performance was provided. **The Client undertakes to approve it within 3 days** or deliver written reservations to the Supplier within the same period. The Contractual Document may stipulate that the performance

statement will be approved by the Customer's representative before being submitted to the Client. The Contractual Document may also stipulate the ongoing approval of performance statements at weekly intervals.

- 4.4. Based on the agreement of the contracting parties, it is possible to set a fixed price in the Contract Document for a precisely specified performance by the Supplier, calculated on the basis of the expected laboriousness of the performance and the prices of individual professions of the Experts, as the price of the work called **Fix Time Fix Price**.
- 4.5. The supplier is entitled to issue a tax document (hereinafter also "*invoice*") only on the basis of agreed performance reports in a month or in another time interval agreed in the Contract Document, or on the basis of acceptance of the work (by the Customer or the Client, where the method of acceptance will be stated in the Contract Document). The agreed performance price will be **VAT added in the amount according to applicable regulations** on the date of the taxable performance. The date of the taxable performance, after which the Supplier has the right to issue an invoice – tax document, will be specified in the Contract Document and will usually be (i) the last day of the month or another agreed time interval, or (ii) the date of acceptance of the performance pursuant to Article 4.4., or (iii) the date of acceptance of the Client's performance, which also includes the Supplier's performance, by the Customer. The specific method must be specified in the Contract Document. The condition for issuing an invoice is always the existence of an approved performance report or acceptance protocol. The invoiced performance is a partial performance within the meaning of this Agreement.
- 4.6. Each invoice must contain standard tax requirements, the subject of performance, and a reference to this Agreement and the relevant Order/Contract Document. Invoices are due within 14 days from delivery to the Client. If an Invoice lacks statutory requirements, the Client may return it for correction; the due date shall reset and run anew upon delivery of the corrected Invoice to the Client.
- 4.7. Invoices shall be delivered electronically to the Client's billing e-mail specified in the header hereof.
- 4.8. Payment shall be made via bank transfer to the Supplier's account. The payment date is deemed to be the day the amount is debited from the Client's bank account.
- 4.9. Services provided beyond standard 8-hour working days or on non-working days upon the Client's request may be subject to a 50 % price increase, if agreed in the relevant Contract Document.

5. Principles for Preparing Contractual Documents

- 5.1. All performance under this Agreement will be carried out exclusively on the basis of a duly concluded Order (hereinafter referred to as the "*Order*") between the Customer and the Supplier. The order is considered validly concluded at the moment of its proper **sign in gone in the following ways**:
 - 5.1.1. by electronic acceptance of the Supplier's Order via a link sent in an e-mail communication (preferred method);
 - 5.1.2. by digitally signing the Order (electronic qualified signature) and then sending it to the e-mail address objednavky@lwebit.cz;
 - 5.1.3. by signing the Order in person and delivering it to the address Drtinova 10, Prague.
- 5.2. During the course of the contractual relationship, the Supplier and the Customer may conclude **multiple separate Orders**, depending on the type of services provided and/or the current needs of the Client.
- 5.3. The Client is entitled to request a specific Expert or to request submitting a list of Experts, including providing their professional CVs, who correspond to the required performance according to the subject of the Contractual Document and to select a specific Expert from this list. The Client is also entitled to verify the qualifications of the Experts and, if necessary, conduct an interview with them. The Supplier's Experts will participate in the performance, who will be approved by the Client, or possibly also by the Customer, if this results from the contractual relationship between the Client and the Customer, of which the Supplier will be duly notified.
- 5.4. A contractual document within the meaning of this Agreement may be an order, the model of which is given in Appendix P2, or for longer-term and more complex performance, a partial contract. A partial contract will usually be a contract for work or a contract for the provision of performance and services or another unnamed contract.

- 5.5. Contractual documents must be concluded in writing.
- 5.6. Unless the Contractual Document expressly provides otherwise, the rights and obligations of the contracting parties in the implementation of the performance of the Contractual Document are governed by this Contract. In the event of a conflict between the wording of this Agreement and the wording of the Contractual Document, the provisions of the Contractual Document shall apply. Changes made by the Contractual Document to the provisions of this Contract shall apply only to the performance provided on the basis of such Contractual Document.
- 5.7. **Termination of any Contractual Document does not affect the effectiveness of this Agreement.**
- 5.8. When preparing the Contract Document, the following procedure will generally be followed:
 - 5.8.1. The Authorized Person of the Client shall discuss with the Authorized Person of the Supplier the possibilities of filling the roles for the considered project by the Supplier's Experts, shall communicate at least the requirements for the qualification of the Experts, their number, dates and duration of the provision of performance and services. Based on this specification, the Authorized Person shall send the CVs of suitable candidates. The Client shall assess the CVs of the offered Experts and, if necessary, conduct interviews with the selected Experts;
 - 5.8.2. The Client shall prepare and send to the Supplier, or its authorized person, a draft of the Contractual Document through an authorized person. The Contractual Document must contain the number and title of the Contractual Document, a reference to this Contract and the names of the contracting parties. It must also contain at least the subject of performance and its detailed description, performance dates (binding performance dates for the contracting parties, which may also be specific dates of commencement and completion of performance by the ordered Experts, if a uniform date is not set for all). The Contractual Document must specify what is understood as partial performance within the meaning of this Contract and the resulting method of invoicing.
 - 5.8.3. The subject of the Contractual Document includes the identification of the Customer, its Project and the place of performance, the names and positions of the Experts providing the performance, the start and end dates for the provision of performance under the Contractual Document. Further details may be provided in accordance with the specific requirements of the contract between the Client and the Customer. Detailed requirements for the specialized performance of the Experts, detailed conditions for their performance and requirements for them may be defined in the Annex to the Contractual Document.
 - 5.8.4. If the Contract Document is a contract for work (Fix Time & Fix Price form), it must contain a detailed specification of the partial performance, the price of the performance, the dates of handover and acceptance and acceptance criteria. The performance schedule must contain specific, binding deadlines for the contracting parties. If the subject of the performance is system support, the annexes to the partial contract must contain a detailed description of the procedures and processes of the individual services of the Experts in carrying out the support (SLA).
 - 5.8.5. The Supplier shall confirm the draft Contract Document or send comments within 7 working days, unless the contracting parties agree on another date.
 - 5.8.6. After discussing the comments on the draft Contractual Document and agreeing on its final content, the Contracting Parties shall sign the Contractual Document by persons of both Contracting Parties authorized to sign Contractual Documents under this Agreement, and these documents shall become binding on the Contracting Parties. Orders shall be drawn up in two copies, partial contracts in four copies.
 - 5.8.7. If, during the course of performance under the Contractual Document, the contracting parties agree to change the performance under the Contractual Document in accordance with the change management or based on requirements arising from the course of the project, a written amendment to the Contractual Document will be agreed.
- 5.9. The above procedure does not exclude exceptions, in particular when there is a risk of delay. In such a case, the Supplier will commence performance based on the agreement of the authorized persons of the contracting parties (including via e-mail) in good faith that a proper Contractual Document will be drawn up without delay.

6. Rules for the Provision of Services by Experts

- 6.1. The Client is entitled to use the contractually confirmed Experts only for activities corresponding to the performance or service for which the specific Expert was selected. The Supplier undertakes that the selected Expert will be exclusively available for performance under the Contractual Document for the entire period of validity of the Contractual Document, unless otherwise agreed in the Contractual Document.
- 6.2. The Experts will perform activities for the Customer on behalf of the Client, at its expense and risk. The

Client is obliged to provide the Experts with the agreed conditions to enable them to properly perform the assigned tasks and provide performance.

- 6.3. The Client, through authorized employees of the Client or the Customer, designated in the Contract Document or communicated in writing by an authorized person of the Client, may assign specific tasks to the Supplier's assigned Experts within the scope of the provided performance, accept the outputs of their performance and immediately apply any reservations regarding the completeness and quality of the performance. The Expert is obliged to remove justified reservations within the agreed deadlines.
- 6.4. The Supplier is obliged to ensure that defects in the performance of the Experts are eliminated at its own expense, either directly by the Experts performing the performance or by other experts of its own, within the agreed deadlines. The parties to the Agreement may agree otherwise in the Contract Document. A defect in the performance does not consider the result of the Experts' performance caused by incorrect entry of performance parameters.
- 6.5. The Supplier is entitled to make a change in the composition of the team of Experts; it is obliged to inform the Client in writing of this change 5 working days in advance and to proceed in accordance with Articles 6.6. and 6.7. of this Agreement.
- 6.6. In the event of long-term obstacles to the provision of performance on the part of the Expert, the Supplier may replace him with another Expert with the same qualifications. In the event of short-term obstacles to the provision of performance on the part of the Expert, the situation will be resolved by agreement between the authorized persons of both contractual parties on the further procedure for the provision of performance. This agreement must not affect the quality of the provision of performance at the Customer. Obstacles to the provision of performance on the part of the Expert are understood in a similar way to obstacles to work on the part of the employee, as defined in the Labor Code and Government Regulation No. 590/2006 Coll.
- 6.7. In the event of a temporary or permanent replacement of a Specialist providing the service by another Specialist with the same qualifications, a two-day free period is agreed upon, during which the new Specialist will familiarize himself with the status of the service provided so far, unless the authorized persons agree on a different period, taking into account the complexity of the service provided by the Specialist. The replacement may not affect the quality of the service provided by the Customer.
- 6.8. The Experts will provide performance according to the instructions of the authorized employees of the Client or the Customer. The method of giving instructions will be determined in the Contract Document or specified by the authorized person of the Client. The Contract Document will specify whether the Client undertakes to ensure that the Experts have the necessary technological equipment at the place of performance of the subject of performance according to the Contract Document, necessary for the Supplier's performance, or whether the Supplier is obliged to provide the Experts with equipment from its own resources.
- 6.9. When providing services, the Experts will comply with all generally binding regulations and internal guidelines of the Client and Customer governing movement in workplaces, fire safety, occupational health protection and other regulations with which the Experts will be demonstrably familiar, and a written record of such familiarization must be made.
- 6.10. In the event that the Client is repeatedly or grossly dissatisfied with the performance provided by the Expert, whether in terms of content or quality, or with his behavior in the premises and workplaces of the Client or Customer (e.g., movement rules, disregard for instructions or breach of obligations under point 6.9.), the Client is entitled to unilaterally terminate further provision of performance by the Expert and may demand appropriate compensation for it.
- 6.11. In the event that the Customer does not draw performance according to the planned scope set out in the Contractual Document, it is obliged to inform the Supplier of this fact in writing at least 20 working days before the termination or temporary interruption of drawing performance. The Contractual Documents or agreement in specific cases may stipulate otherwise.
- 6.12. Any problems in the provision of performance by the Supplier will be resolved through authorized persons.

7. Cooperation Between the Contracting Parties

- 7.1. The Contracting Parties undertake to cooperate closely, in particular to provide each other with complete, truthful and timely information necessary for the proper performance of their obligations, and in the event of a change in material circumstances that have or may have an impact on the performance of the Agreement, they are **obliged to inform in writing about such a change** the other contracting party without delay, but no later than three working days after discovering such a change.
- 7.2. The contracting parties further undertake to provide the other contracting party with the agreed conditions enabling the proper performance of the Agreement.
- 7.3. The contracting parties undertake to fulfill their obligations in accordance with all relevant generally binding regulations and standards.

- 7.4. In the interest of optimal performance of the Agreement, the contracting parties are obliged to fulfill their obligations properly and on time so as to avoid delays in their fulfillment. If one of the contracting parties is in default in the fulfillment of its obligations, it is obliged to notify the other contracting party without undue delay of the reason for the delay and the expected date and method of its elimination.
- 7.5. Neither party is liable for any delay caused solely by the other party's failure to perform its obligations.

8. Ownership and Copyright

- 8.1. Everything that the Supplier or Experts create for the Client and the Client pays for as part of their performance under this Agreement and the Contract Documents, **is the exclusive property of the Client**. If the output of the Performance provided by the Experts is a work, including program and software works, subject to protection under copyright law, the personal and property rights to it shall be governed by Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), as amended. In such a case, the Parties have agreed that, together with the full payment of the price of the subject of performance, the Supplier, or the Experts, **grants the Client a permanent exclusive right to all uses of the work** developed within the framework of performance under the Agreement, for all purposes and in an unlimited territorial, temporal and quantitative scope (hereinafter referred to as „Licence“).
- 8.2. Ownership rights to the deliverables shall transfer to the Client on the date of full payment of the agreed price set forth in the relevant Contract Document.
- 8.3. The risk of damage to the delivered items passes to the Client on the day of their delivery.

9. Communication Between Contracting Parties

- 9.1. Communication between the contracting parties takes place at the level of authorized persons and their representatives. Representatives of authorized persons represent the authorized person in the performance of its powers. This does not affect the possibility of the contracting parties to communicate through statutory bodies or persons authorized by them.
- 9.2. The scope of authority of authorized persons includes:
 - 9.2.1. to monitor the progress of the Agreement;
 - 9.2.2. to prepare drafts of necessary amendments and supplements to the Agreement, prepare drafts of Contract Documents and submit such drafts to the Contracting Parties for conclusion;
 - 9.2.3. to organize all activities related to the performance of the Agreement;
 - 9.2.4. to coordinate the cooperation of the contracting parties;
 - 9.2.5. to inform the contracting party, upon request, about the progress of the performance of the Agreement.
- 9.3. All documents related to the performance of the Agreement, representing multilateral or unilateral acts of the contracting parties, such as minutes of meetings, amendments to the assignment, protocols, calls, notices, notifications, requests and other notifications, must be drawn up in writing and signed by authorized persons.
- 9.4. The documents referred to in the previous article shall always be delivered to the other party in one of the following ways: (i) in person against receipt, (ii) by electronic mail with a digital signature, (iii) by data box, or (iv) by registered letter. In order to eliminate any misunderstandings, the parties undertake to inform each other of the proper delivery of documents sent in this way.
- 9.5. Documents are delivered to the persons specified in the heading of the Agreement, unless otherwise specified or agreed.
- 9.6. To prevent obstruction due to the non-acceptance of registered mail, the parties explicitly agree on a legal fiction of delivery. Mail shall be deemed delivered on the date of actual receipt or, if the addressee fails/refuses to collect the shipment, on the final day of the postal storage period.
- 9.7. In the event of a change in the authorized person or his/her representative, the contracting party concerned is obliged to inform the other contracting party in writing, if possible, no later than five days before the change is made, or if this is not possible, immediately after such a change.

10. Protection of Confidential Information

- 10.1. The contracting parties are obliged to ensure the confidentiality of the obtained confidential information in the usual manner when keeping their own confidential information confidential. The contracting parties have the right to request from each other evidence of the sufficiency of such principles of confidentiality

of confidential information. The contracting parties are also obliged to ensure the confidentiality of the obtained confidential information also among their employees, workers, representatives, as well as cooperating third parties, if such information has been provided to them.

- 10.2. Confidential information is considered to be information relating to the Agreement and its performance **(in particular information about the rights and obligations of the contracting parties, information about prices** performance as well as the course of performance) concerning the parties (in particular trade secrets, information about their activities, structure, economic results, know-how) or information for the handling of which a special regime is provided for by law (in particular: personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and accompanying national legal regulations on the protection of personal data, as amended; classified information as provided for by Act No. 412/2005 Coll., on the protection of classified information and on security competence, as amended; banking secrecy pursuant to Act No. 21/1992 Coll., on banks, as amended).
- 10.3. Furthermore, information that is explicitly marked as confidential by the contracting party, in the case of written materials at least on their title page, in the case of orally communicated information at the beginning of the meeting, is considered confidential information. All information of the Customer of the above-mentioned nature is also considered confidential information.
- 10.4. Confidential information is in no case considered to be information that has become publicly available during the term of the Agreement, unless this has occurred in breach of the obligation to protect it, information obtained by a contracting party based on a procedure independent of the Agreement or the other contracting party, if the contracting party is able to prove this fact, and finally information provided to the contracting party by a third party who did not obtain such information in breach of the obligation to protect it.
- 10.5. **Strictly confidential information** also includes all information on business conditions arising from the Agreement and all other related Contractual Documents, in particular Orders. This includes in particular information on the price for the performance provided by the Supplier and the Experts and other business conditions that the Client may not disclose to the Supplier's Experts who are involved in the subject of the given performance according to the Contractual Document.
- 10.6. The contracting parties have the right to use, provide and disclose confidential information only to the extent and under the conditions necessary for the proper performance of the rights and obligations arising from the Agreement and the Contract Documents.
- 10.7. In the event of termination of certain contractual arrangements, the provisions on the protection of confidential information shall not be affected, unless the contracting parties expressly agree otherwise.
- 10.8. If the performance of the Contractual Documents involves the processing of personal data within the meaning of the GDPR, the contracting parties undertake to conclude a separate Personal Data Processing Agreement (DPA), which will form an integral part of the relevant Contractual Document.

11. Compensation for Damage

- 11.1. The Contracting Parties are liable for any damage caused within the framework of applicable legal regulations and the Agreement. The Contracting Parties undertake to make every effort to prevent damage and to minimize the resulting damage.
- 11.2. Neither party is liable for any damage incurred as a result of a materially incorrect or otherwise erroneous specification of the performance received from the other party.
- 11.3. Neither Party shall be liable for any delay or failure to perform its obligations caused by Force Majeure events (circumstances excluding liability). The parties undertake to notify the other party without undue delay of any Force Majeure event that may arise and prevent the proper performance of this Agreement. The parties undertake to use their best efforts to prevent and overcome Force Majeure event.
- 11.4. The contracting parties have agreed that the amount of compensation for damage that could be caused to the Client by the Supplier's Experts may not exceed the amount of the performance under this Agreement and the relevant order or subcontract.
- 11.5. Both contracting parties are liable for damage caused by breach of their contractual obligations to the other party. The Parties agree, taking into account the provisions of the Civil Code, with regard to all circumstances related to the conclusion of this Agreement, that the total foreseeable damage that could arise may not exceed an amount equal to the price of the Supplier's partial performance during the period of validity of this Agreement. This agreement on limitation of damage **does not apply** for damages according to Articles 11.3 and 11.4.

12. Other Provisions

- 12.1. The Contracting Parties undertake that during the term of this Agreement and for **a period of one (1) year after its termination, they shall not, directly or indirectly** (including via third parties), contact or approach

any persons who are in a contractual or employment relationship with the other Contracting Party. **This restriction specifically applies to persons who:**
(i) are in a contractual or employment relationship with the Client
(ii) personally provided, provide, or will provide performance and services related to the subject matter of the Supplier's performance under this Agreement; and
(iii) either participated in the performance under this Agreement or worked on Customer projects for which the Supplier provided services under this Agreement.

Furthermore, within the above-mentioned period, the contracting parties are not entitled to employ the addressed person of the other contracting party in an employment or similar relationship, to enter into a contractual relationship with him/her regarding the provision of services, or to cooperate with him/her in any other way, except for cooperation arising from the nature of the subject of the performance of this Agreement and cases where the other contracting party expressly agrees to this in writing. The same rules apply to the Supplier in relation to persons in a direct or indirect (mediated) contractual relationship or employment relationship with any Customer of the Client. These rules may be regulated differently in a partial Contractual Document.

- 12.2. The Supplier is entitled to use, in addition to the Experts, other experts from its own or third parties for performance under this Agreement, in which case it is responsible for their performance as if it were performing the work itself.
- 12.3. The Supplier is not entitled, during the period of provision of services by Experts at the Customer and within 1 year after the termination of the provision of services by Experts at the Customer, to enter into contractual relations with the Customer regarding activities identical to the subject of activities under this Agreement without the written consent of the Customer. The provisions of this Agreement are not violated if, at the moment of identification of the Customer by the Supplier, the Customer discovers that the Supplier is already in a contractual relationship with the Customer, or that it has demonstrably started negotiations on cooperation with the Customer, the result of which is a possible contractual relationship. In such a case, the Customer's consent is not required for the Supplier to continue the contractual relationship with the Customer or to continue negotiations directed to enter into a contractual relationship with the Customer and subsequently in such a contractual relationship.

13. Sanctions

- 13.1. The Contracting Parties have the right to apply the sanctions set out in this Article 13 of the Agreement and the violating party is obliged to pay the sanction based on the invoice sent, unless otherwise specified in the Contract Document.
- 13.2. In the event of the Client's delay in paying the price of the performance to the Supplier, the Client is obliged to pay interest on the outstanding amount **of 0.2% for each day of delay.**
- 13.3. For each **violation of the provisions of confidential information** according to Article 10, in particular Article 10.4 (prohibition of disclosing information on the price for the performance provided by the Supplier and Experts), the breaching party is obliged to pay the other party a contractual penalty in the amount of CZK 250,000.
- 13.4. For each violation **of the provision on non-addressing persons of the other contracting party with** an offer to perform gainful activity pursuant to Article 12.1. (first sentence), the violating contracting party is obliged to pay the other contracting party a contractual penalty of CZK 250,000.
- 13.5. For each **violation of the non-relationship clause with** persons of the other contracting party pursuant to Article 12.1. (second sentence) and the provision prohibiting the Supplier from entering into contractual relations with the Customer pursuant to Article 12.3, the violating contracting party is obliged to pay the other contracting party a contractual penalty of CZK 500,000.
- 13.6. The right to contractual penalties shall not affect the right to claim compensation for damages in full; however, any paid contractual penalty shall be credited towards the total compensation for damages.

14. Dispute Resolution

- 14.1. The contracting parties will always resolve their potential disputes amicably, by mutual agreement. All disputes arising from this Agreement and in connection with it will be finally decided by the Arbitration Court attached to the Czech Economic Chamber and the Agricultural Chamber of the Czech Republic according to its Rules and Regulations by three arbitrators, in accordance with the law of the Czech Republic. The place of arbitration will be Prague, the seat of the arbitration court.
- 14.2. The governing document is this Agreement in the Czech language version.
- 14.3. The arbitration award shall be final and binding on all parties to the arbitration. This shall not affect the right of the parties to apply to the court for the annulment of the arbitration award or for a stay of the enforcement of the award in accordance with the law.

15. Duration and Termination of the Agreement

- 15.1. **The Agreement is concluded for an indefinite period of time** and it is possible to terminate it by written notice with **a notice period of three (3) months**, which begins to run on the date of delivery of the notice to the other contracting party. If any Contractual Document is in effect, the notice shall be effective upon completion of the subject matter of all pending Contractual Documents, unless the contracting parties agree otherwise.
- 15.2. **The Agreement can also be terminated:**
- 15.2.1. by a written agreement of the contracting parties, including the settlement of all mutual obligations and receivables; it is agreed that the Contractual Documents in progress will be completed, unless the contracting parties agree otherwise;
 - 15.2.2. by written notice if a Force Majeure event prevents performance by either Party for a period exceeding three (3) consecutive months;
 - 15.2.3. by immediate written withdrawal (cancellation) by either Party in the event of a material breach of this Agreement by the other Party.
- 15.3. Individual Contract Documents may be terminated early using the same mechanisms as set out for the Agreement in Article 15.2.
- 15.4. A material breach of the Agreement or the Contract Document, unless otherwise provided in the Contract Document, is understood in particular as a delay by the contracting party in fulfilling monetary and non-monetary obligations for a period longer than one (1) month and a breach of any of the obligations stipulated in Articles 10 and 12.1 and 12.3 of the Agreement.
- 15.5. A Contracting Party is entitled to withdraw from the Agreement or the Contract Document in accordance with the provisions of the previous Article 15.4. only if the other Contracting Party, despite written notice of a material breach of the Agreement, has not remedied such breach within the period provided, which may not be shorter than fifteen (15) business days. The written notice may also specify a longer period.
- 15.6. Withdrawal from the Agreement shall not affect the provisions relating to compensation for damages, contractual penalties, protection of confidential information, securing the claim of either party, dispute resolution and provisions relating to those rights and obligations which, by their nature, are intended to continue after withdrawal (in particular, the obligation to provide monetary compensation for performance provided before the withdrawal takes effect).

16. Final Provisions

- 16.1. The Agreement becomes valid and effective upon signature by the last of the contracting parties.
- 16.2. The contractual relationship between the contracting parties is governed by Czech law. The Agreement is governed by Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 121/2000 Coll., on copyright, rights related to copyright and on amendments to certain acts (Copyright Act).
- 16.3. This Agreement only provides the Client with the option, not the obligation, to order performance under the conditions set out in this Agreement.
- 16.4. In the event that the interpretation of this Agreement and the Contractual Document is different, the parties agree that the interpretation of the Contractual Document prevails over the interpretation of this

Agreement.

- 16.5. The contracting parties agree that neither of them is entitled to assign its rights and obligations arising from the Agreement to a third party without the prior written consent of the other contracting party, with the exception of monetary claims against the other contracting party.
- 16.6. This Agreement may only be amended by written numbered amendments signed by both parties.
- 16.7. If the reason for invalidity applies only to a provision of the Agreement, only that provision is invalid, unless its nature or content or the circumstances under which it was negotiated indicate that it cannot be separated from the rest of the content of the Agreement.
- 16.8. An integral part of this Agreement **are sample attachments:**
- P1 Sample List of Positions and Qualification Requirements for a Specialist
 - P2 Order Form
 - P3 Sample Confirmation of Performance - Acceptance Protocol
- 16.9. This Agreement is made in **2 copies with the validity of the original**, of which each of the contracting parties will receive 1 copy.

In Prague on

Client

Supplier // 1. Web IT s.r.o.

Appendix P1 // SAMPLE

Sample List of Positions and Qualification Requirements for a Specialist

Project name	
Position/specialist name	
Qualification requirements	

Place of performance	
Start date of operation	
Contract length	
Suggested price [MD]	
Contact person for suitability assessment	

Appendix P2 // SAMPLE

Order Form

Order

Client:	Supplier: 1. Web IT s.r.o. Vinohradská 2279/164, 130 00 Prague 3
ID: VAT number:	ID: 24841633 VAT number: CZ24841633
Authorized person:	Authorized person: Pavel Dorňák

Subject of the order: NAME (NA26...)

Price quote valid until: xy.xy.xyxy

Specification of order conditions and quotation

1. The implementation of the ordered work is carried out on the basis of framework contracts for work and services concluded between the customer and the supplier and other provisions set out in this specification.
2. The quote is valid for 14 days from sending to the customer.
3. All work specified in the quotation will be started after signing the order by both parties.
4. The amount will be invoiced regularly in monthly cycles always on the last day of the month based on the hours worked in that month.
5. Prepaid hours are invoiced on the first day of the month.
6. All items of this order and related quotations are confidential and may not be disclosed without the written consent of the supplier and the customer to third parties.
7. The order is made in two copies. Please return one copy signed by the customer to the supplier immediately.

Signatures - client, supplier

Appendix P3 // SAMPLE

Sample Confirmation of Performance - Acceptance Protocol

Protokol o akceptaci díla

Dodavatel: 1. Web IT s.r.o. Vinohradská 2279/164 13000 Praha 3 IČ: 24841633 DIČ: CZ24841633		Objednatel: IČ: DIČ:
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Název projektu:

Práce za období od **01.04.2026** do **30.04.2026**

Název úkolu	Řešitel	Monitorovaný čas	Datum zadání	Datum splnění
Celkem		0 hodin		

Skrýt úkoly a zobrazit řešitele

Seznam výhrad: **Bez výhrad**
Výsledek akceptace: **Akceptováno**

V Praze dne 16.07.2026

dodavatel
1. Web IT s.r.o.

objednatel