

## **1. INTRODUCTORY PROVISIONS**

- 1.1 These general terms and conditions (hereinafter referred to as “**GTC**”) of company AB Trade Europe s.r.o. with its registered office at Staničná 3365/29, 821 04 Bratislava, ID No.:47 726 890, a company registered with the Commercial Register maintained by the District Court Bratislava I, section: Sro, insert No.: 98187/B (hereinafter referred to as the “**Provider**”) – together with a completed and signed order form the blank version of which is attached as Annex No. 1 hereto (hereinafter referred to as the “**Order Form**”) – make up the Contract on services (hereinafter referred to as the “**Contract**”), and thus regulate mutual rights and obligations of the Provider and another contracting party which enters into a contractual relationship with the Provider (hereinafter referred to as the “**User**”) in providing the Services (as this term is defined in Article 2 of GTC) ordered by the User through the Order Form (the Provider and the User hereinafter referred to individually as the “**Party**” and together as the “**Parties**”). Definitions contained in GTC shall also be applicable to the Order Form.
- 1.2 Provided that the Parties select the option “**YES**” for GTC ENPLUG application in Part 3 of the Order Form, these GTC shall not be applicable to the provision of ENPLUG Services ordered in Part 1 of the table contained in Article 3 of the Order Form and instead of these GTC, GTC ENPLUG shall be applicable to the provision of ENPLUG Services.
- 1.3 Based on contractual relationships with individual contractual partners referred to in Article 3 of the Order Form (hereinafter referred to as the “**Provider's Contractual Partner**”), the Provider is entitled to provide the User in accordance with the Contract with the respective Services referred to in Article 3 of the Order Form, either on the basis of a licence granted to the Provider by the Provider's Contractual Partner or on the basis of another authorisation obtained by the Provider (hereinafter referred to as the “**Provider's Contractual Relationships**”). The aforementioned shall also be applicable to the Additional Services pursuant to Article 4 of the Order Form.

## **2 SERVICES, REMUNERATION**

- 2.1 The Services shall denote any and all types of performance provided to the User by the Provider in connection with the provision of particular Services ordered by the User by selecting the option “**YES**” with respect to the given Service set out in the table in Article 3 of the Order Form.
- 2.2 The characteristic of individual Services always differs depending on the particular Service. Unless expressly following from the nature of an individual Service otherwise, the Services shall include but be not limited to (i) enabling the creation, existence and functioning of the User's account on a website portal usually operated by the Provider's Contractual Partner or by the Provider through which the User shall be able to control the Services or an individual Service and different functions they have; (ii) enabling the control and use of an individual Service and its functions through the account referred to in point (i) above or through another method which is technically possible; (iii) delivery and montage of devices enabling use of Services; (iv) installation of respective devices and software enabling provision and use of Services or Additional Services (hereinafter referred to as the “**Software**”); (v) maintenance of respective devices and updates of Software provided that these (“(iii) to “(iv)” above) are necessary for the due provision of the Services; and (v) dismantlement of respective devices after the provision of the respective Service is finished.
- 2.3 The Services shall further also denote those types of performance and functions which are set out in the completed Order Form and/or are on the Provider's website at [www.26house.com](http://www.26house.com) in connection with individual Services or individual performance of function arises out of the presentation of the Services on the Provider's website.
- 2.4 Unless the Parties expressly agree otherwise, all facilities and any other things delivered to the User by the Provider (especially the respective devices and Software holders pursuant to Article 2.2 of GTC, hereinafter referred to as the “**Facilities**”) are owned exclusively by the Provider regardless of the form in which these Facilities are provided to the User (especially by leasing or borrowing depending on whether any compensation is provided for the provision of the Facilities).
- 2.5 The Provider undertakes to duly provide the User with the Services ordered by it and the User undertakes to duly and timely provide the Provider with the remuneration as agreed upon in the Order Form, i.e. in the amount and in the way pursuant to Articles 3 to 5 of the Order Form or in accordance with the arrangements contained in these GTC.
- 2.6 Unless the remuneration is expressly agreed upon in the Order Form, the User undertakes to provide the Provider with the remuneration in accordance with the current price list for individual Service published at <http://www.26house.com> in connection with every particular Service. This shall also apply to cases where the remuneration for a part or a component of an individual Service provided is not agreed upon (e.g. it is necessary in respect of the Service that the Provider arrives and installs the hardware but the Parties have not agreed upon the remuneration for its transportation which usually depends on the number of kilometres, montage and installation or possibly even dismantlement, transportation for the purposes of dismantlement, etc.).
- 2.7 Unless the maturity period is agreed upon in respect of an individual Service, the remuneration for the Services provided on a monthly basis shall become mature in advance – on 7<sup>th</sup> day of the month in which these Services are provided. The remuneration for one-time services shall become mature upon their performance (e.g. transportation and montage, one-time performance, etc.).

- 2.8 If the Services were not duly provided within the entire month due to fault of the Provider, respective monthly fee shall be paid according to the consent of the Parties, otherwise adequately. Regardless previous sentence, the Services are provided duly within entire month if the Services are available to the User at least for 80% of the User's individual monthly operation time. In case the Services are not available for the User due to any other reason than the Provider's fault, the Services are considered as provided duly. Provided that the payment has been provided in advance and Article 2.8 of GTC is to be applied, the Provider shall provide the User with a corresponding discount in the next invoice issued and if such invoice is not issued, upon the termination of the Contract. In respect of such discount, the User shall be not entitled to claim the interest in the arrears incurred in the given period.
- 2.9 In the event that the User delays in respect of the Provider in providing any monetary sum related to the Contract, the User undertakes to pay the Provider the interest in the arrears corresponding to the outstanding amount, which shall be 0.03%, for each, even the started, day of such delay.

### **3 OTHER RIGHTS AND OBLIGATIONS OF PARTIES**

- 3.1 The User acknowledges that the use of the Services may be conditional upon bestowing consent with the conditions of the Service on the Provider's Contractual Partner (e.g. consent with conditions of the use of the Software, etc., hereinafter referred to as the “**Conditions of Service**”) and the User hereby undertakes to bestow its consent with the Conditions of Service and provided that, as a result of not bestowing consent with the Conditions of Service, it is not be possible to provide the User with an individual Service, this fact shall not be considered to constitute grounds for non-performance by the Provider and shall be to the User's detriment. Unless expressly stated or agreed upon otherwise, neither by virtue of this Contract, nor by virtue of the Conditions of Service is the User granted any licence, especially the licence to things subject to copyright protection (especially to Software) under the provisions of Article 19 of the Slovak Act. No. 185/2015 Coll., Authorship Act.
- 3.2 Provided that the Service contains the Conditions of Service with which the User bestowed its consent or which the User is familiar with or which the User must be familiar with (e.g. the Service refers to these, includes them; they are located on the website of respective Provider's Contractual Partner, etc.), the User undertakes to follow such Conditions of Service. If, as a result of not following the Conditions of Service by the User, the Provider sustains any damage or other loss, e.g. any form of sanction imposed on it by the Provider's Contractual Partner, the User undertakes, without any reservations, to compensate the Provider, at Provider's first request, for any and all damage so caused, including the loss of profit, other loss (material and immaterial loss) as well as reasonably incurred costs of legal assistance provided by an attorney-at-law or a law office in connection with exercising or defending the right against the Provider's Contractual Partner or against the User.
- 3.3 Unless Article 3 or Article 4 of the Order Form refers to the Provider's Contractual Partner in connection with an individual Service or Additional Service, the rights to such Service shall be conferred on the Provider – the Provider shall exercise ownership rights to the things subject to copyright protection where such things are related to the Service, the Additional Service or their parts (e.g., etc.).
- 3.4 The User acknowledges that the Service, the Additional Service or their individual parts and/or Software is subject to copyright protection, industrial protection or other legal protection of the Provider's Contractual Partner and in case Article 3.3 of GTC is applied directly of the Provider. Besides the commitment set out in Article 3.2, the User undertakes not to take any such action or to refrain from any such action which would in any negative way affect or could affect the rights or legally protected interests of the Provider or the Provider's Contractual Partner, lying namely in infringing copyright, industrial rights or other rights of the Provider or the Provider's Contractual Partner which are conferred upon them in connection with the Services, the Additional Services, their individual parts and/or Software. The User has a right to use the Services exclusively in a way designated for such use, i.e. in a way in and for purpose which they are usually used (especially the one which is set out in the description of the given Service located on the website of the Provider and/or the Provider's Contractual Partner).
- 3.5 In case the User, by using any of the Services, displays or otherwise shows (e.g. by means of sound) whatever content (visual, audio or other) whether in its operation premises or anywhere else (hereinafter referred to as the “**Content**”), the User shall be held fully responsible for the Content which the User checks or may check through the Service or may control while the Provider shall not be held responsible for such Content.
- 3.6 In case, a content is displayed by using the Service where such content may be neither checked nor controlled in any way by the User and such content, in User's opinion, is or may be offensive (under Article 3.7 of GTC), the User undertakes to notify, without undue delay, the Provider of such content. After assessing such content, the Provider shall decide whether it retains or removes it. In the event of an express and reasonably justified request of the User to remove the content, the Provider shall remove it. In case the User does not report without undue delay such content pursuant to this Article, it shall be held fully responsible for it as well as for the Content.
- 3.7 Without this Article 3.7 of GTC having any effect on Article 3.5 and 3.6 of these GTC, the Parties undertake neither to display nor to show any content which is defamatory, obscene, offensive, depicting violence, discriminatory to any group of people or otherwise inappropriate or in contravention of good morals (hereinafter referred to as the “**Offensive Content**”) by the parts of

facilities which they check or control and which display or show any content or at the time which they check or control and in the event that for whatever reason the Offensive Content is displayed, they undertake to stop displaying the Offensive Content immediately. However, the Parties acknowledge that it tends to be difficult to ascertain the acceptability of displaying certain content due to different perception of every person. Therefore, in case the User has doubts about whether the content constitutes the Offensive Content, it shall contact the Provider in order to provide its opinion thereof.

- 3.8 The User undertakes to treat the Facilities and Software with maximum professional care possible and to protect them from any damage, misuse, alienation or other destruction for which the User shall be held fully responsible with respect to the Provider regardless of how any of the damage, misuse, alienation or destruction of the Facility or Software is caused and by whom (intentionally or accidentally). This shall have no prejudice to the User's right to seek compensation from persons who caused the damage, misuse, alienation or destruction of the Facilities or Software. The User is further under an obligation not to interfere technically with the Facilities and Software and not to use them in any way other than for the purpose of proper and standard use of the Services in accordance with the nature of an individual Service. After providing of any particular Service was finished, the User hereby undertakes to return to the Provider any and all the Facilities and other devices provided by the Provider with respect to performance of the particular Service, all in condition corresponding to the regular and expected depreciation, and undertakes to remove the Software and any information anyhow related with the Services, if possessing such. By extinction of the Contract by any means, providing of all Services is finished.
- 3.9 The User undertakes to follow all of its obligations arising out of applicable legislation and individual administrative acts in any connection with the use of the Services and to inform the Provider about any action taken by a public authority which could affect the performance of the Contract.

#### **4 SANCTIONS, LIABILITY FOR DAMAGE, PROMISE TO INDEMNIFY**

- 4.1 In case the User breaches in any way any of the obligations laid down in Article 3.4 of GTC, it undertakes to pay the Provider a contractual penalty amounting to EUR 1,000 at Provider's first written request. The contractual penalty under this Article may be imposed cumulatively for every individual commission or omission by the User which constitutes the breach of Article 3.4 of GTC.
- 4.2 In case the User breaches in any way any of the obligations laid down in Article 3.8 of GTC, it undertakes to pay the Provider a contractual penalty amounting to EUR 1,000 at Provider's first written request. The contractual penalty under this Article may be imposed cumulatively for every individual commission or omission by the User which constitutes the breach of Article 3.8 of GTC.
- 4.3 The right to the contractual penalty shall arise without any prejudice to the right of the Provider to seek damages, including the loss of profit, to the full extent to which the damage arouse, and without prejudice to other rights of the Provider arising out of the Contract or applicable legislation.
- 4.4 The Parties expressly agreed that if the Provider will be obliged to compensate any damages in any connection with the Contract arising from a breach of any existing obligations of the Provider under the Contract or in connection with it, damage (including lost profits) which the Parties reasonably foresee and expect when subscriptions are taken on the basis of Contract, as a possible consequence of the breach of Provider's obligations, in relation to each Service shall not exceed three-quarters (3/4) of remuneration received by the Provider from the User over the duration of the Contract in relation to a particular Service, and in the case of Services not being tied or for an indefinite period, damage shall not exceed three-quarters (3/4) the value of the annual remuneration for such Service.
- 4.5 The Parties expressly agree that Provider's responsibility for damages (including lost profits) against the User arising from the Contract or in any connection with it, is absolutely and in all circumstances limited to three-quarters (3/4) of the remuneration that the Provider has to receive from User during the duration of Contract in relation to a particular Service, and in the case of Services not being tied or for an indefinite period, three-quarters (3/4) of the annual remuneration for the Service.
- 4.6 The liability of the User for the damage which arouse as a result of breaching Articles 3.2, 3.4, 3.6, 3.7 and 3.8 of GTC is strict and absolute and non-mandatory statutory provisions preventing it shall not be applicable. With the exception of keeping the full application of Articles 4.4 and 4.5 of GTC, the Parties exclude the application of the provision of Article 379 of the Slovak Act No. 513/1991 Coll., Commercial Code (hereinafter referred to as the "**Commercial Code**").
- 4.7 The User hereby, pursuant to provisions of Article 725 of the Commercial Code, provides the Provider promise of indemnity under which the User undertakes to indemnify the Provider upon his first written request and without undue delay (however not later than 3 business days after the receipt of a written request of the Provider) for any and all damages, including loss of profit, attorney fees and any sanctions and penalties imposed by the public authorities (save for such sanctions and penalties are imposed due to breach made by the Provider without existence of prior breach made by the User causing such breach of the Provider), that the Provider may incur in relation to conclusion of the Contract or with breach of obligations by the User arising therefrom. The User in this regard confirms that has asked the Provider to conclude the Contract, while the Provider

was not obliged to do so. The Parties agree that provisions of Article 728 of the Commercial Code shall not apply for purposes of this promise of indemnity provided by the User. The Provider hereby accepts this promise of indemnity.

4.8 The warranty on the device/s provided by Provider is 12 months from the date of delivery of device/s to the User.

## **5 DURATION OF SERVICES AND AMENDMENTS, TERM AND TERMINATION OF CONTRACT**

5.1 Unless agreed upon otherwise, the provision of an individual Service shall generally last for the period which has been ordered with respect to a particular Service by the Order Form and the Contract shall last for the period in which any Service is provided. The Contract may be terminated by notice only in those situations stipulated by the Contract or mandatory statutory provisions. This shall also apply to the withdrawal from the Contract as well as to other legal institutes leading to the extinction of the Contract or part thereof. To avoid any doubts, the above-mentioned shall have no prejudice to the possibility to terminate the Contract or part thereof by a mutual written agreement.

5.2 In case that a new Order Form is signed throughout the duration of the Contract (i.e. after both Parties sign the first Order Form), this means that the Contract has been amended by extending the provision of the Services by those Services ordered in the newly signed Order Form. In such case, the Contract is made up of all Order Forms and GTC effective at the time when the most recent Order Form is signed (i.e. the most recent GTC shall be applicable to all Order Forms, i.e. to the entire Contract).

5.3 In case the Services are ordered through an individual Order Form without being tied or for an indefinite period, the Contract may be terminated by notice with respect to any part of the provision of the Services (hereinafter referred to as the “**Services Terminated by Notice**”) as follows:

- a) In case the User has already paid for the Services Terminated by Notice, the Contract may be terminated by notice as of the moment of the end of period for which the User has paid for the Services in advance provided that the Party giving notice sends the notice to the other Party at least 20 days in advance;
- b) Unless “a)” above applies or can be applied, the Contract may be terminated by notice as of the last moment of the second month following the month in which the Party giving notice delivered such notice to the other Party.

5.4 The Provider has a right to withdraw from the Contract immediately in case that the User gravely breaches its obligations arising out of the Contract. Grave breach of obligations by the User shall mean any breach of any obligation arising out of Articles 3.2, 3.4, 3.6, 3.7 and/or 3.8 of GTC. The right of the Provider to withdraw from the Contract ceases to exist in respect of every individual breach of obligation by the User provided that it fails to be exercised within 30 days from the time when the Provider demonstrably learns about such breach, not later than within one year from the moment at which such breach occurs. This does not prevent the Provider to withdraw from the Contract in the event of a new breach. In case the breach is of a continuing or permanent character, the thirty-day and one-year period starts to run from the moment of the termination of breach. In case this Article 5.4 of GTC will be applied, the User shall not claim return of any fulfilment paid to the Provider.

5.5 No termination of the Contract or part thereof affects Parties' monetary claims (especially the remuneration and other types of performance). This shall also apply to the right to contractual penalties provided that the breach of the Contract arouse throughout the duration of the Contract (regardless of the fact whether there has been a request for the payment of the contractual penalty), compensation of damage, limitation of damage and promise of indemnify. Termination of the Contract does not automatically lead to the termination of those rights and obligations which, due to their nature, shall be preserved, especially those related to non-infringement upon rights and legally protected interests of the other Party, non-infringement upon intellectual property rights, business secret, know-how, confidential information, etc.

## **6 FINAL PROVISIONS**

6.1 Unless provided for otherwise, these GTC shall be effective at the latter of the following two moments: (i) on the day stipulated therein (regardless of the fact whether there is a commencement clause set out in connection with the date; if there are more dates, the latter shall apply), (ii) on the day on which they were published on Provider's website at [www.26house.com](http://www.26house.com). These GTC shall be effective for an indefinite period of time or until they are amended pursuant to Article 6.2 of GTC. Unless these GTC are published or contain the commencement date but were signed by the User upon the signature of the Order Form, they shall be effective in respect of the given User in the wording in which they were signed and together with the Order Form they make up the Contract regardless of other provisions of the Contract. This shall have no prejudice to Article 5.2 and 6.2 of GTC, i.e. to amending GTC and the Contract later.

6.2 The Provider reserves the right to amend these GTC if necessary and at its discretion. The Contract shall always be governed by GTC effective at the time when the newest Order Form is signed. However, with respect to the Services which are not tied or are agreed upon for an indefinite period, the Contract shall always be governed by the newest GTC and the newest GTC shall apply to the respective part of the Contract on the first day of the third month following the month in which the User is notified of the amendment to GTC, unless since the moment of notification on change of GTC new Order Form was signed, in such case GTC are effective for entire Contract since signature of the newest Order Form.



## GENERAL TERMS AND CONDITIONS OF AB TRADE EUROPE, s.r.o.

- 6.3 Any and all information relating to the performance under the Contract, as well as anyhow related information and documents are confidential and neither Party will be entitled to disclose the information to third parties without the prior written consent of the other Party, except where disclosure of such information is required by law or by the competent authorities under the law, or if the information is already publicly available, save for its availability was caused by breach of the duty.
- 6.4 In performing the Contract, the Parties undertake to provide each other with all necessary assistance and reasonably expected cooperation. Provided that the Provider asks the User in this connection to provide it with information which is related to the performance of this Contract or with the performance of the Provider's Contractual Relationships, the User undertakes to provide the Provider with such information. The User further undertakes to (i) enable the Provider to enter the premises with the purpose of performing the Contract or controlling the performance of the Contract, to (ii) inform the Provider with any and all circumstance may having the influence to the performance of the Contract, mainly errors of the Services, the Facilities, etc. Consequences of failure of the User to meet his obligations in the Contract shall not be to the disadvantage of the Provider.
- 6.5 The User does not have any right to set off any of its claims arising out of the Contract against any of the Provider's claims. Without the Provider's prior written consent in form of a letter, the User does not have any right to assign any of its claims arising out of the Contract to a third party. The assignment of the User's rights without the above-mentioned consent is invalid. The User hereby gives its express consent to the Provider to set off any of its claims against the User's claims arising out of the Contract and to assign its rights and claims arising out of the Contract to a third party.
- 6.6 Delivery
- 6.6.1 Any notice or any other act in connection with the Contract (hereinafter referred to as "**Consignment**") shall be delivered to the other Party by email, in person, by courier or by registered post provided delivery is properly demonstrated.
- 6.6.2 In case of delivery:
- via email, Consignment is delivered to the other Party on the second (2nd) following business day at ten (10) o'clock in the morning (winter / summer) of current Central European Time (CET);
  - in person, by courier or registered post, Consignment is delivered to the other Party by the moment of delivery, the moment of rejection of delivery, or the moment of expiration of the third day after delivery of Shipment to the post office.
- 6.6.3 In the case of necessity to announce an information to the other Party without delay, it is possible to do so by telephone communication and consequently report such a shared information in the form of delivery of the Consignment.
- 6.7 Should any of the provisions of the Contract is or will become invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not affect the other provisions of the Contract. The Parties undertake to replace within fifteen (15) working days after the delivery of other Party's notification such an invalid, unenforceable or ineffective provision by valid, enforceable and effective provision with the same or similar business and legal meaning or, as the case may be, conclude a new agreement. At the same time, the Parties agree that if the competent authorities establish invalidity and/ or ineffectiveness of any provision of the Contract, such invalidity and/ or ineffectiveness shall not affect the other provisions of the Contract to the maximum extent possible by statutory provisions.
- 6.8 Despite the fact that the Contract is made up of the Order Form and GTC, diverging and special arrangements of the Parties which have been clearly arranged and mutually agreed upon in the Order Form and which differ from individual provisions of these GTC, shall, in accordance with Article 273(2) of the Commercial Code, have preference over these provisions of GTC.
- 6.9 The Contract and legal relationships related to it shall be governed by the Slovak substantive law, especially by the Commercial Code. The jurisdiction to hear and decide disputes arising out of the Contract shall be vested exclusively with the general courts of the Slovak Republic.
- 6.10 Both Parties hereby declare that there are no oral arrangements, agreements or conduct of a Party, which would adversely affect the exercise of any rights and obligations under the Contract.

**Provider – AB Trade Europe s.r.o.**

In Bratislava, on 1<sup>st</sup> of July 2017

Ing. Rastislav Brenčíč

CEO