



## **General Terms and Conditions of Idealab, s.r.o.**

Every business collaboration with you is important to us. We want our relationships to be correct and to have clear rules, which is why we have adopted these General Terms and Conditions, thus stipulating the basic rules of our collaboration. They are an integral part of every one of our Contracts for Work, or any other contractual relationship we have together.

### **I. Subject of the agreement**

Your acceptance of the offer we sent constitutes the conclusion of the Contract for Work between us as per § 2586 of Act no. 89/2012 Coll., of the Civil Code (hereinafter "Contract"). By concluding the Contract, you also agree with our relationship being governed by these General Terms and Conditions. In the Contract, we as the Contractors have undertaken to realise the agreed activity and hand over the result. You as the Ordering Parties undertake to pay us the agreed price for the performed work.

### **II. Course of our collaboration**

1. We undertake to perform the agreed work, and we promise that we shall abide by all deadlines we agreed upon with you. If we did not agree on exact deadlines, then we shall perform all the work in a time period appropriate to the difficulty and complexity of the agreed work.
2. We proceed independently in our work. We base our work on our expertise, for which you chose us. We are bound by your orders only if it follows from good practice, or if we agree so in advance in writing.
3. In order to fulfil what we committed to, we shall need collaboration from you, which you promised us by concluding the Contract. We shall always set a reasonable deadline with you for the fulfilment of what we require from you (usually to approve or add something). If you do not meet the deadline then, after prior notification, we have the right to terminate our collaboration (in legal terms – withdraw from the Contract). If you do not provide us with the collaboration, then the time period allocated to us for the performance of the agreed work is always extended accordingly, always at least by the time by which you are in delay with the collaboration.



### III. Payment for our work

1. The price for our work can be set in three ways. A professional estimate for the entire work or part thereof, a flat rate for the given time period (usually a month), or an hourly rate for the performed work. The specific method is always defined in the offer.
2. If we agreed on a price set by a professional estimate, then it means that the price may still change. If, however, it should increase significantly – by more than 10% – then we shall always inform you in advance, together with the reasons for the new price. Any increases are always for the benefit of the matter and the project. If you do not agree with the increase, then we shall follow the original plan. At the same time, in the event of a significant price increase, you have the right to terminate the collaboration (withdraw from the Contract). In that case, however, you are obliged to pay us for the work performed to that date.
3. You shall pay us according to invoices sent by e-mail. We shall usually issue the first invoice immediately after concluding the Contract, and one at the very end – after handing over the work. If we hand over the work to you progressively, then we may also require you to pay us on an ongoing basis. Our invoices are due for payment 10 days after issue.
4. If it happens that the work is not completed due to reasons on your part, then you shall pay us for the time we spent on the project, which we always report.
5. For projects where the price was not agreed by a professional estimate, it applies that every month we shall invoice you for the time actually worked in the given month multiplied by the agreed hourly rate – or the agreed flat rate. In this case, too, the invoice is due for payment 10 days after issue.

### IV. Licence provisions

As per the Copyright Act, we provide you with an exclusive authorisation to exercise the right to use the work for all manners of use, as set forth in the provisions of § 12 paragraph 4 of the Copyright Act. This is simply a licence to use our creative work further. We declare that all the rights we provide to you belong to us without any restrictions. We also declare that neither the work nor its use as per this Contract breaches any third party copyright, or personality or other rights. We provide the licence without restrictions on certain manners of use of the work, and without any quantitative restriction on the scope of the licence, meaning that we



shall provide it to you for all manners of use of the work. We provide the licence for our works for an indefinite period, and without a territorial restriction, i.e. worldwide. You have the right to provide the content of the licence, fully or partially, to a third party by issuing a sublicense.

All of the licence provisions contained in this Article come into effect only upon the full payment of the price for our work.

## **V. Receipt of the work, and presentation**

1. As the Ordering Party, you undertake to take receipt of the Work or part thereof from us, and to confirm the receipt to us in writing (by e-mail). You are only entitled to reject the Work or part thereof if it is evidently in conflict with the provisions contained in the Contract. If you refuse to take receipt of the Work or part thereof from us, then we shall assume that we properly handed over the Work or part thereof at the time when we first enabled you to take receipt of it.
2. Unless we explicitly agree otherwise, please bear in mind that we are entitled to use the Work for our presentational and promotional purposes.

## **VI. Judicial jurisdiction in the event of a dispute**

If a dispute based on the Contract occurs during our collaboration, then we hereby agree to resolve all disputes before a factually territorially competent court as per the applicable legal regulations. As per § 89a of the Code of Civil Procedure, we are under the exclusive territorial jurisdiction of the factually competent court in the district where we, as the Contractors, have our registered office.

In Prague, on 01/01/2021

Idealab, s.r.o.

Radek Váňa, PhD, Executive