

General Business Terms and Conditions

These General Business Terms and Conditions (hereinafter referred to as “Terms and Conditions” or “GBTC”) define the rights and obligations of the company Pantheon Technologies s. r. o. having its registered office in Mlynské Nivy 56, 821 05 Bratislava (hereinafter referred to as “Supplier”) in relation to its customers (hereinafter referred to as “Consumer”).

Article I

General Provisions

- 1.1 Any commission i. e. order, contract or agreement shall be legally binding only in written form and signed by authorized persons.
- 1.2 Orders from the Consumer shall be binding, even if mailed to the Supplier electronically (this kind of order is considered to be binding and shall be in compliance with Act No. 108/2000 Coll. as modified and amended by later legislation thereof, understood as distance contract).
- 1.3 The Consumer shall provide his name and surname, postal and invoice address, telephone number and fax contact, e-mail, legal entity – entrepreneur also company Registration number, Tax ID, VAT ID, name of the goods, description of the goods, service, number of articles or units of measures, purchase order issue date.
- 1.4 Services provided, products or goods offers of the Supplier are in principle not binding and may be mailed electronically as well.
- 1.5 Only these Terms and Conditions are applicable to any business or contractual relationship between the Supplier and the Consumer.
- 1.6 General Business Terms and Conditions of the Consumer contrary to these Terms and Conditions are void and ineffective. They are applicable only after written consent of both contracting parties.
- 1.7 If any of these provisions becomes ineffective, the validity of other provisions remains unaffected.
- 1.8 GBTC are available in the Supplier’s registered office and form an integral part of every contract or agreement between the Supplier and the Consumer. They are available on website www.pantheon.sk as well.

Article II

The Services and Products Provided

- 2.1 The subject of business transaction – purchase order or contract are products, services or goods corresponding to the Supplier's line of business.
- 2.2 Scope and specifications of the services, products and goods provided to the Consumer are defined for each commission and business transaction individually.
- 2.3 The Supplier may provide the goods or services arising from an order by the means of the third party.
- 2.4 Only the Supplier shall pay for the services, products or goods provided by third parties.
- 2.5 When a subject of an order is a service, the Consumer shall throughout the time of contractual relationship with the Supplier, as well as two (2) years after the termination of this contractual relationship not enter into business relationship with any natural person or legal entity, whose services are used by the Supplier to fulfil his obligations arising from the contract with the Consumer. The Consumer shall ask neither this natural person, nor the legal entity for any commissions containing the services comprised in the Supplier's offer. In case of any breach of this duty, the Supplier is entitled to require a payment of contractual fine in amount of EUR 30,000.00 from the Consumer. The contractual fine is due after breach of the obligation specified in this point of GBTC by the Consumer and the Supplier's right on indemnity beyond the contractual fine is not affected by the contractual fine payment.
- 2.6 The Consumer shall in case of services create appropriate conditions for performance of a service. The Consumer shall react to Supplier's call for cooperation, provide timely disclosure of all relevant information and inform all involved the employees or responsible authorities. Otherwise, if the Consumer does not provide necessary cooperation, the Supplier shall not take responsibility for accomplishment of the services within the deadline and quality stipulated.
- 2.7 Provision of individual services and development of individual programmes are performed pursuant to information, documents and resources provided by the Consumer. The Consumer is responsible for the timely provision of the information, documents and potential services. The Consumer shall fully bear the expenses related to providing these services and so beyond the stipulated price of the service.
- 2.8 The basis for development of individual software or service is a written description of functions or activities, which following the information and documents provided, shall be

for the stipulated reward developed or executed by the Supplier. The Consumer shall examine it with regard to its accuracy and completeness and then confirm its validity by his consent. Latter modifications, adjustments or amendments may lead to new agreements regarding prices and deadlines.

- 2.9 Individual software, its part or extension shall be received by the Consumer up to two weeks from its delivery. The software is considered to be received after this period. The software is also considered to be received if it is put into operation by the Consumer.
- 2.10 Variances from the function description are considered to be defects, deficiencies in the software. They shall be appropriately documented by the Consumer and submitted to the Supplier. If the defects are critical (not allowing the operation), it is necessary to repeat the process of receipt. The Consumer is not allowed to refuse to receive the software due to small imperfections.
- 2.11 By ordering complete programmes, the Consumer confirms the command of their scope and function.

Article III

Prices, Charges and Payment Conditions

- 3.1 All the prices are quoted in EUR, exclusive of VAT. Value added tax is charged in compliance with the effective legislation of the Slovak Republic.
- 3.2 All the prices are specified by the agreement of the contracting parties.
- 3.3 The invoices issued by the Supplier are due according to due date on the invoice a maturity is given by the agreement of the both contracting parties for the particular commission.
- 3.4 By orders of products and goods consisting of more parts (e. g. programmes, trainings, services or goods in parts), the Supplier has right to issue an invoice after delivering each part, unless agreed upon otherwise.
- 3.5 Meeting deadlines is an essential condition for delivery or execution of the contract by the Supplier. Breach of the stipulated payments entitles the Supplier to intercept the work and withdraw from the contract. The Consumer shall pay all the costs related to it as well as lost profit. Interests for delayed payments shall be charged for delayed payments in accordance with legislation in force.
- 3.6 The Consumer shall not halt the payments because of incomplete delivery, claim of a warranty or return.

Article IV

Delivery Terms

- 4.1 The Supplier shall put as much effort as possible to meet the stipulated deadlines of service or goods delivery. The stipulated deadline of delivery is prolonged by days, when it is not possible to continue with fulfilling the order from external reasons caused by force majeure circumstances other unpredictable events that cannot be influenced by seller. The Supplier shall announce the Consumer such circumstances within three (3) days from the day they began and their expiration within three (3) days from their end. This situation causes the impossibility of normal procedure by fulfilling the order due to obstacles at the side of the Consumer.
- 4.2 Meeting delivery deadlines is only possible, when the Consumer provides all the necessary information and documents up to the fixed date and cooperates actively as much as possible. To documents belong for example: confirmation of software function description, service or goods description, etc.
- 4.3 By commissions consisting of more parts or programmes, the Supplier has a right to invoice in parts.

Article V

Copyright and User Rights

- 5.1 Copyright related to stipulated works is owned exclusively by the Supplier or by licensor. The Consumer receives exclusively only the right to use software or the outcome of the service provided for the stipulated purpose and in the stipulated scope unless the both contracting parties agree upon otherwise.
- 5.2 Reproduction of the work by the Consumer shall not be tolerated.
- 5.3 The Consumer is not granted any copyrights by participation in development of work.
- 5.4 If the copyright is breached, the Supplier is entitled to claim an indemnity.

Article VI

Right of Rescission

- 6.1 The Supplier has right to withdraw from the contract concluded with the Consumer due to no or insufficient cooperation on the side of the Consumer according to Art. II 2.6 of these Terms and Conditions, provided that the buyer does not cooperate after the Supplier's repeated written notice. In this case, the Supplier has right to 50 % from the stipulated price of an order.

- 6.2 By natural catastrophes or other external circumstances that cannot be influenced by the Supplier, the obligations of the Supplier become void and a new term of delivery may be determined.
- 6.3 The Consumer may cancel a binding order only after written consent of the Supplier. If the Supplier agrees with the cancellation, he is entitled to claim not only the payment of the expenses incurred, but also the cancellation charge in amount of 30 % of a not already settled price of an order.

Article VII

Warranty

- 7.1 The Supplier may and shall eliminate deficiencies detected on the delivered service, product or the deficiencies that the Consumer immediately after their discovery announces to the Supplier in writing or demonstrably electronically.
- 7.2 Software and services returns are only valid when they are related to multiple defects or executed within six (6) months after project termination or service delivery. By goods deliveries a warranty is provided in compliance with the effective Commercial Code. In case of warranty a repair is preferred to price reduction or change of defective product for a non-defective one. Justified returns will be processed within adequate period of time. The Consumer shall at the same time provide the Supplier with all the available information and resources necessary for the elimination of defects.
- 7.3 Organizational and programme failures or defects, for which the Supplier is responsible, shall be eliminated at the Supplier's expenses.
- 7.4 Any expenses related to services necessary in case of incorrect fault and defect detection or elimination of faults and defects caused by the Consumer will be charged to the Consumer.
- 7.5 In case of unauthorized manipulation with a work or goods (complements, changes, using contrary to instructions, etc.) by Consumer's employees or by third parties, the Supplier is no more obliged to provide the Consumer with service, product or goods warranty.
- 7.6 When a change or a complement of already existing works is subject of an order or a contract, the warranty relates only to these changes and complements, by no means to the whole work.

Article VIII

Liability

- 8.1 The Supplier is liable for all the claims caused by gross infliction (intention, gross negligence).

- 8.2 The Consumer shall prove that the claim was caused by the Supplier.
- 8.3 Claim for compensation of damage occurred shall be raised by the means of court within six (6) months from discovery of a claim, however at the latest within one (1) year from the event related to the claim.
- 8.4 Compensation for the claims occurred, property damage, lost profit and for interests is out question.
- 8.5 If a claim is related to the part of the work produced by the third party, the Supplier shall cede this claim further to the Consumer. The Consumer shall address the third party directly when raising a claim.

Article IX

Commercial Confidentiality and Data Protection

- 9.1 The Supplier shall consider all the business issues confidential, especially trade and corporate secrets disclosed to the Supplier during his cooperation with the Consumer.
- 9.2 The Supplier may from time to time disclose confidential information; however, this disclosure is limited to representatives and assistants cooperating on a work. The Supplier shall require such persons to keep the confidential information confidential, though and shall be responsible for any breach of the confidentiality by of the representatives or assistants.
- 9.3 The obligation is time-unlimited.
- 9.4 The Supplier may use personal data entrusted to him solely for purposes defined by the contractual relationship provided that these data shall only be used in compliance with Act No. 428/2002 Coll. on Protection of Personal Data within the business relationship between the Supplier and the Consumer and shall not be disclosed to the third person (except for person providing transport of goods).

Article X

Final Provisions

- 10.1 An agreement between the Supplier and the Consumer shall remain in effect until the termination of the project, end of service providing or delivery of a product or goods.
- 10.2 Irrespective of end of service delivery, project or goods delivery, a contract may be terminated at any time without abiding the period of notice provided that:
- contractual partner breaches any contractual obligation,

- bankruptcy proceedings have been initiated against contractual partner
 - both contractual parties agree upon it
- 10.3 The contractual partners may stipulate that they will neither directly, nor by the means of the third party employ the Supplier's personnel in the course of the contractual relationship and moreover twelve (12) months after its termination. If the Consumer breaches this provision, he shall pay lump-sum compensation in amount of an annual income of one employee to the Supplier.
- 10.4 The Supplier and the Consumer may agree upon sending an invoice electronically.
- 10.5 All Terms and Conditions shall be executed in writing. Changed or amended GBTC enter into force after signing by administrator and their subsequent publishing on the website www.pantheon.sk.
- 10.6 Offers from the Supplier and orders by the Consumer may also be mailed electronically. Oral agreements are not valid. All changes in agreements between the both parties shall be stipulated in written form only. Terms and Conditions effective on the day of signing an agreement or in the time of sending a binding order by the Consumer to the Supplier apply to each agreement.
- 10.7 To the rights and duties of the Consumer not regulated hereunder, relevant provisions of Commercial Code are applied.
- 10.8 Legal relations between the Supplier and the Consumer are in accordance with Slovak law, even if the Consumer is not a citizen of the Slovak Republic, does not have a registered office or permanent address on Slovak territory, as well as a service is provided outside the area of the Slovak Republic.
- 10.9 The Parties prefer resolving disputes between them by voluntary settlement and therefore they stipulated in compliance with Act No. 244/2002 Coll. (hereinafter referred to as "ZRK" – Arbitration Act) that all disputes related to the concluded contract and disputes about contract validity, duration, interpretation, legal acts of the contracting parties, indemnity, unjust enrichment, about other claims of the parties arising in the Contract period, in particular claims directly related to the Contract, in a relation to or indirectly related to the Contract or Contract securing (e. g. guarantee), except for the disputes, by which the law fully excludes it, shall be submitted to Slovak Court of Arbitration – Permanent Court of Arbitration established by the founder: Slovenská asociácia rozhodcovských súdov z.z.p.o (Slovak Association of Arbitration Courts), registration number: 37 888 307 (hereinafter referred to as "SRS"). If contractual party is a natural person regarded a customer by an individual regulation, this person is entitled to sue not only at SRS, but moreover at any General Court, however, only until any party institutes any legal proceedings at SRS related to dispute specified in the last sentence, right non-compliance with this Contract or right related to this Contract. By institution of such legal proceedings at SRS, an exclusive power to adjudicate upon all disputes of the above mentioned parties is given to SRS and jurisdiction of General Court is therefore eliminated. The Parties declare they shall without restriction submit to the decision of SRS. The Parties shall not institute any legal proceedings in

compliance with paragraph 40 Art. 1 Sect. h) of the Arbitration Act (reasons for retrial) and stipulate that SRS shall act as follows: in compliance with Slovak law, equitable doctrines, as long as it is in accordance with law, following the rules of procedure and status of SRS published in the time of proceeding commencement in Commercial Gazette, proceeding shall be in written form and arbiter (tribunal) shall be appointed by SRS.

These Terms and Conditions were approved the company Pantheon Technologies s. r. o. on 10 February 2012. The previous version of Terms and Conditions is therefore, cancelled and replaced.