

## TERMS AND CONDITIONS

### 1. Terms of Use

### 2. Vultor Pre Sale Terms and Conditions

#### 1. Terms of Use

These terms and conditions outline the rules and regulations for the use of Vultor FinTech LLC's Website, located at Vultor.io.

By accessing this website we assume you accept these terms and conditions. Do not continue to use Vultor if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

#### Cookies

We employ the use of cookies. By accessing Vultor, you agreed to use cookies in agreement with the Vultor FinTech LLC's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

#### License

Unless otherwise stated, Vultor FinTech LLC s.r.o. and/or its licensors own the intellectual property rights for all material on Vultor. All intellectual property rights are reserved. You may access this from Vultor for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

Republish material from Vultor

Sell, rent or sub-license material from Vultor

Reproduce, duplicate or copy material from Vultor

Redistribute content from Vultor

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Vultor FinTech LLC s.r.o. does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Vultor FinTech LLC s.r.o., its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Vultor FinTech LLC s.r.o. shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Vultor FinTech LLC s.r.o. reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;

The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;

The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy

The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Vultor FinTech LLC s.r.o. a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and

System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

commonly-known consumer and/or business information sources;

dot.com community sites;

associations or other groups representing charities;

online directory distributors;

internet portals;

accounting, law and consulting firms; and

educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Vultor FinTech LLC s.r.o.; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Vultor FinTech LLC s.r.o.. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

By use of our corporate name; or

By use of the uniform resource locator being linked to; or

By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Vultor FinTech LLC's logo or other artwork will be allowed for linking absent a trademark license agreement.

#### iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

#### Content Liability

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

#### Your Privacy

Please read [Privacy Policy](#)

#### Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

#### Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to do so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or

exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## 2.Vultor Presale Terms and Conditions

This Terms & Conditions is entered into between you (hereinafter referred to as "Purchaser" or "You") and Vultor FinTech LLC s.r.o. (hereinafter referred to as "Company") which constitutes a binding legal agreement between the Company and the Purchaser. These Terms & Conditions contain the terms that govern the Purchaser's purchase of the Vultors (VLT) (hereinafter referred to as "Tokens").

By purchasing VLT and/or Tokens, as defined herein, You agree to be bound by this Terms & Conditions.

The VLT and Tokens are not intended to constitute securities, debentures, units in a collective investment scheme or business trust. Accordingly, this Terms & Conditions does not, and is not intended to, constitute a prospectus, profile statement, or offering document of any kind, and should not be construed as an offer of securities or any form of debentures, units in a business trust, units in a collective scheme or any other form of investment, or a solicitation for any form of investment in a jurisdiction (including, the Czech Republic).

## Definitions and Interpretation

1.1. "Business Day" means a day which is not a Saturday, a Sunday nor a public holiday, and means a day when banks are open for business in the country of incorporation of Company and the Purchaser.

1.2. "Confidential Information" includes, without limitation, personal data, technical data, trade secrets, any plans with regard to the products or services of the either Party, customer or supplier lists including without limitation databases, marketing plans, software, source codes for various software, processes, technology, inventions, and designs, either Party's financial information including, without limitation, its books and records, either Party's marketing information, either Party's or a third party's confidential product information, whether or not any such information is marked as confidential, and, in addition, any other information identified as confidential by appropriate markings on any documents exchanged or, if disclosed orally, on a subsequent written notice provided within five (5) Business Days of disclosure.

1.3. "Intellectual Property Rights" means rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software) moral rights, database rights, URLs, format rights and topography rights (whether or not any of these is or are registered and including applications for registration) know-how, trade secrets and rights of confidence, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trade, registered or unregistered and including all applications and rights to apply for and be granted renewals or extension of, rights to claim priority from such rights and all rights and/or forms of protection which subsist or will subsist now or in the future, throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

1.4. "Party(s)" means the Company and/or the Purchaser.

1.5. In this Terms & Conditions, unless the contrary intention appears:

(i) Any references, expressed or implied to statutes or statutory provisions, shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or

after the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.

(ii) References to persons shall be deemed to include natural persons, companies and other entities, whether incorporated, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organizations (whether or not in each case having separate legal personality).

(iii) A reference to any gender shall be deemed to include a reference to either gender. The singular shall be deemed to include the plural and vice versa.

1.6. "Vesting Period" means the Token lockup period, a period in which Tokens purchased by the Purchaser are prevented from being sold for a specific period mentioned in this Terms & Conditions.

1.7. "VLT" means the tokens that will be sold during the pre-sale, which after the Vesting Period will be converted into Tokens.

## 2. SUBJECT-MATTER

2.1. TOKEN. The Company will transfer the ERC-20 Tokens of ownership of the Purchaser free of the rights of third parties subject to the terms of this Terms & Conditions. The Tokens are subject to at least 12 months of Vesting Period.

2.2. DELIVERY OF TOKENS. The Company will deliver the VLT to the Purchaser after the sale is concluded. Notwithstanding the above, the Company reserves the right to refuse or cancel any request(s) to purchase any Token, or any part thereof, at any time in the Company's sole and absolute discretion and without reason, including, without limitation:

(i) in connection with any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Company;

(ii) in connection with a change of business or development plan of the Company; and

(iii) in connection with an adverse change of the regulatory environment.

The Company shall not be required to notify the Purchaser of the outcome of any of the Company's customer identification, due diligence and/or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Company refuses or cancels any request(s) to purchase Tokens, the Purchase Price paid by the Purchaser shall be rejected or refunded (as applicable) in accordance with the Company's internal policies and procedures, which shall be less: (i) amounts required to be confiscated by applicable laws, (ii) fees and expenses incurred in connection with the marketing and/or development of the Tokens, (iii) blockchain network fees and the Company's administrative fees for processing such transfer (not exceeding 5% of the refund amount).

The Company reserves the right to require the Purchaser to provide the Company with the Purchaser's personal details (including without limitation full legal name, wallet address and details of the digital wallet from which the Purchaser has sent the payment or to which the Tokens will be delivered), and it is the Purchaser's responsibility to provide correct details. Failure to provide this information will prevent the Company from allocating the token to the Purchaser's digital wallet.

At any time during the sale of the Tokens, the Purchaser may either temporarily suspend or permanently abort the token sale (whether relating to any seed, private, strategic, private or public sale phase, or all of them) at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the token sale is aborted in respect of any sale phase, the Tokens will not be available for purchase.

### 3. ASSUMPTION OF RISKS

The Purchaser acknowledges and agrees that there are risks associated with the purchasing of the Tokens, holding Tokens and using Tokens for providing or receiving services. By purchasing the Tokens, the Purchaser expressly acknowledges, accepts and assumes these risks and the risks disclosed and explained in the Whitepaper.

### 4. LIMITATION OF LIABILITY

4.1. ENTIRE LIABILITY. The Parties' entire liability resulting from the other Party's failure to perform any of its obligations under this Terms & Conditions shall be the Parties' actual, direct damages as might be provable in a court of law. In particular, the Purchaser is responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism used by the Purchaser to receive and hold the Tokens, including any requisite key(s) or other credentials necessary to access such storage mechanism(s). If such key(s) or other access credentials are lost, the Purchaser may lose access to its Tokens. The Company is not responsible for any security measures relating to



the Purchaser's receipt, possession, storage, transfer or potential future use of the Tokens, nor is the Company under any obligation to recover any Token and the Company hereby excludes (to the fullest extent permitted under applicable laws) any and all liability for any security breaches or other acts or omissions which result in the Purchaser's loss of (including any loss of access to) the Tokens.

4.2. LIMITATION OF LIABILITY. Neither Party shall be liable to the other Party for any incidental, indirect or consequential damages such as, but not limited to, compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated fees on sales or anticipated sales, or expenditures, investments or commitments made in connection with this Terms & Conditions or in connection with the performance of obligations hereunder.

## 5. DATA PROTECTION

5.1 The Company may determine, in its sole and absolute discretion, that it is necessary to obtain certain information, including but not limited to, personal information on the Purchaser and/or individual connect with the Purchaser (as applicable), in order to comply with applicable laws or regulations in connection with the sale of the Tokens. The Purchaser agrees to provide the Company with all information, including personal information (which constitutes personal data ("Purchaser Data") within the meaning of the Data Protection Act, 2021 (the "DPA")), forthwith upon request and acknowledges and accepts that the Purchaser may refuse to sell or transfer Tokens to the Purchaser until such requests are satisfied. Purchaser Data includes, without limitation, the following information relating to the Purchaser and/or any individuals connected to the Purchaser: (a) name; (b) residential address; (c) email address; (d) contact details; (d) corporate contact information; (f) signature; (g) nationality; (h) place of birth; (i) date of birth; (j) tax identification; (k) credit history; (l) correspondence records; (m) passport number; (n) bank account details and (o) source of funds details.

5.2 In the Company's use of Purchaser Data, the Company will be characterised as a "data controller" for the purposes of the DPA and the Company's affiliates and delegates may act as "data processors" for the purposes of the DPA.

53 The Company may provide Purchaser Data to its affiliates and to firms (which may include certain entities located outside of the Czech Republic or the European Economic Area), as necessary. In certain circumstances, the Company and/or our authorised affiliates or delegates may be legally obliged to share Purchaser Data with the relevant regulatory

authorities such as the Czech Republic Financial Services Commission and/or the International Tax Authorities. Such authorities, in turn, may exchange this information with foreign authorities, including tax authorities. 5.4 The Company will collect, use, process and disclose the Purchaser Data for discharging of its legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the Purpose). The Company may disclose the Purchaser's Data to its service providers, agents, relevant custodians or similar third parties for these Purposes. The Company shall keep the Purchaser's information for such period as required under applicable law. To protect the Purchaser's Data, the Company uses security measures that comply with the DPA, including, computer safeguards and secured files and buildings designed to protect against unauthorised or unlawful processing of Purchaser Data, and against accidental loss or destruction of, or damage to, Purchaser Data.

5.5 The Purchaser hereby irrevocably and unconditionally consents to Company transferring the Purchaser's personal data to a group entity or third party service provider for processing and to recipients in countries which may not provide the same level of data protection as the Purchaser's jurisdiction if necessary. 6.6 Where the Purchaser withdraws its consent to any or all use of its personal data, depending on the nature of the request, this may limit the scope of the Company's services which the Company is able to provide to the Purchaser. The Purchaser may withdraw its consent to any or all use of its personal data by contacting the Company. The Company will endeavour to respond to the Purchaser's correspondence within 30 Business Days, and if that is not possible, it will inform the Purchaser of the time by which the Company will respond.

## 6. INDEMNIFICATION

### 6.1. INDEMNIFICATION.

The Parties agree to indemnify and hold harmless, and agree to defend, each other against any third-party claim or action (from a private or governmental entity) brought against them and/or any of their parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, agents, attorneys, assigns or independent contractors (all of the foregoing, together: "Indemnities"), from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including legal fees and costs) arising out of or in connection with any breach of any warranty, representation, covenant, obligation or agreement made by the breaching Party herein.

## 6.2. THIRD PARTY RIGHTS.

Notwithstanding the provisions included in above Clause, and subject to the limitation of liability in this Terms & Conditions, each Party agrees to indemnify the Indemnities for suits or claims related to infringement of a third-party's intellectual property arising out of the authorised use of the Intellectual Property under this Terms & Conditions.

## 6.3. INDEMNIFICATION NOTICE.

As a condition of a Party's indemnification obligation, a Party seeking indemnity must:

- (i) promptly notify the other Party in writing of any such infringement claim or suit;
- (ii) allow indemnifying Party to have exclusive control of the defense of such infringement claim or suit including the selection of attorneys, as well as, exclusive control in all negotiations relating to settlement. Each Party agrees to not unreasonably withhold or delay a waiver for any conflict of interest it may have to the attorneys selected by the indemnifying Party; and
- (iii) assist the indemnifying Party as reasonably requested in the defense of such claim or suit; and
- (iv) if a judgment is obtained by a third-party against the continued use of any portion of the indemnifying Party's Intellectual Property, the indemnifying party may, in its sole discretion:
  - a. modify the item or items which have been determined to be infringing so that they no longer infringe;
  - b. acquire a licence or licences for the benefit of the indemnified party to provide it with such rights as may be necessary to eliminate the infringement; or
  - c. substitute non-infringing items of its own devising permitting continued use without material change to functionality or effectiveness.

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1. THE COMPANY'S REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants that: (i) it is in good standing and validly existing under the laws of the jurisdiction of its incorporation; (ii) it will comply with anti-corruption, anti-bribery, anti-money laundering and payment services rules, laws and regulations applicable to its activities; (iii) has the full right, power, legal capacity and authority to enter into this deal and to perform its obligations under this Terms & Conditions, and by entering into this deal, it will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party or its constitutional documents; (iv) the execution and delivery by it of this Terms & Conditions and the performance of its obligations under herein do not breach any mandatory requirement of the applicable legislation or any contract to which it is subject; (v) the Terms & Conditions will constitute legal, valid and binding obligations of the Company under its governing law, enforceable against the Company in accordance with its terms; (vi) it will undertake its obligations pursuant to this Terms & Conditions with the same degree of competence and professionalism which would reasonably and ordinarily be expected from a skilled and experienced issuer engaged in the same type of business under the same or similar circumstances, but in no event with less than reasonable care.

### 7.2. THE PURCHASER'S REPRESENTATIONS AND WARRANTIES.

The Purchaser represents and warrants that:

(i) it will comply with anti-corruption, anti-bribery, anti-money laundering and payment services rules, KYC procedures, laws, and regulations applicable to its activities, where the Company will check such completion before entering the deal; (ii) it is in good standing and validly existing under the laws of the jurisdiction of its incorporation; (iii) has the full right, power, legal capacity and authority to enter into this deal and to perform its ; obligations under this Terms & Conditions, and by entering into this deal, it will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party or its constitutional documents; (iv) the Purchaser: (i) has received a copy of the current Whitepaper prepared in relation to the Tokens and has carefully read it; (ii) acknowledges and consents that the Whitepaper may change during the time leading up to the date of delivery to the Purchaser of the Tokens; and (iii) the Purchaser accepts the obligation to promptly read new versions of the Whitepaper, which will be made available via the Company's website; (v) the Purchaser understands that the Tokens only confer the right to utilise the Tokens and confers no other rights of any form with respect to the Tokens or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), right to receive accounts, financial statements or other financial data, the right to requisition or participate in shareholder

meetings, the right to nominate a director or other financial or legal rights in the Company; (vi) the Terms & Conditions will constitute legal, valid and binding obligations of the Company under its governing law, enforceable against the Company in accordance with its terms; (vii) the execution and delivery by it of this Terms & Conditions and the performance of its obligations under herein do not breach any mandatory requirement of the applicable legislation or any contract to which it is subject; and (viii) neither the Purchaser (nor any of its subsidiaries, any director or officer, or any employee, agent, or affiliate of the Purchaser or its subsidiaries as the case may be) nor any person having a direct or indirect beneficial interest in the Purchaser or the Tokens being acquired by the

Purchaser, or any person for whom the Purchaser is acting as agent or nominee in connection with the Tokens:

a. is the subject of any sanctions administered or enforced by any country or government or international authority, including the Czech Republic Financial Services Commission, the US Department of the Treasury's Office of Foreign Assets Control (OFAC), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, Sanctions);

b. is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions;

c. is listed in any list of sanctioned persons including those maintained under the Sanctions including the Table of Denial Orders, the Entity List, Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC;

d. is a citizen or resident of, or located in, a geographic area or country designated as "High-risk and other monitored jurisdictions" (or such other similar classification) by the Financial Action Task Force; or e. is directly or indirectly owned or controlled by any person subject to sub-clauses

(a) to (d) above; (ix) the Purchaser agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, that the Purchaser will immediately cease using the Tokens; and (x) the Purchaser acknowledges and undertakes that it shall provide the Company with such information as the Company may deem necessary or appropriate in order to maintain compliance with all applicable laws including: a. compliance with the representations set out in this Clause 8.2; and b. to

address any actual inquiries or inquiries that the Company may expect from regulatory authorities, courts or arbitral authorities in any jurisdiction; (xi) the Purchaser is not a U.S. Person, or any citizen or resident or legal entity of the United States of America.

## 8. TERM

8.1. TERM. The term of this Terms & Conditions shall commence on the Effective Date and shall continue in effect until the Parties duly fulfill their obligations under this Terms & Conditions.

## 9. CONFIDENTIALITY AND NON-USE

9.1. PROTECTION OF CONFIDENTIAL INFORMATION. Each Party acknowledges that it will have access to proprietary or Confidential Information of the other Party on a “need to know” basis. Each Party shall protect the Confidential Information of the other Party in the same manner in which it protects its own Confidential Information (but in any event will use no less than reasonable care), except as may be specifically permitted hereunder, within the Term of this Terms & Conditions and for five (5) years following the termination or expiration thereof.

9.2. EXCEPTIONS. The obligations of confidentiality and non-use specified above will not apply to any information of one Party which: (i) was known by the other Party prior to the date of this Terms & Conditions and not obtained or derived, directly or indirectly, from such Party or its affiliates, or if so obtained or derived, was lawfully obtained or derived and is not held subject to any confidentiality or non-use obligations or becomes public or available to the general public otherwise than through any act or default of the other Party in violation of the provisions of this Terms & Conditions; (ii) is obtained or derived prior or subsequent to the date of this Terms & Conditions from a third party who is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations; (iii) is independently developed by such Party without use of the other Party’s Confidential Information; or (iv) is required to be disclosed by one of the Parties pursuant to applicable law or under a government or court order, provided, however, that the obligations of confidentiality and non-use will continue to the fullest extent not in conflict with such law or order; and, if and when a Party is required to disclose such Confidential Information pursuant to any such law or order, such Party will, to the extent legally permissible, give notice to the other Party to allow such Party to make efforts to obtain a protective order or take such other actions as will prevent or limit public access to, or disclosure of such Confidential Information.

9.3. ACCESS TO CONFIDENTIAL INFORMATION. Access to all Confidential Information shall be restricted to employees of the receiving Party, immediate organization, parent corporations, subsidiaries, and other persons, such as consultants, attorneys and other advisors having a need to know to perform services specifically requested by one Party or the other to fulfill the purpose of this Terms & Conditions. The receiving Party shall notify such employees or persons of the proprietary nature of the Confidential Information and shall require such employees or other persons to agree the form of a non-disclosure agreement enforceable in the respective jurisdiction to maintain the confidentiality of the Confidential Information on the same terms as set forth herein. Except as expressly permitted by this Terms & Conditions, the Confidential Information shall not be disclosed to any third Party without the prior written consent of the disclosing Party.

## 10. MISCELLANEOUS

10.1. TAXES. Each Party shall be solely liable for any expense, tax, charge or levy imposed on such Party as a result of the execution of this Terms & Conditions.

10.2. NO PARTNERSHIP. Nothing contained in this Terms & Conditions shall be construed as creating any partnership, employer-employee relationship or joint venture between the Parties. Neither Party shall be authorized to act as an agent for the other, nor shall either Party enter into any agreement or contract on behalf of the other as representative or agent if the Parties expressly do not agree otherwise in writing.

10.3. SEVERABILITY. Should any provision of this Terms & Conditions be unenforceable, invalid or prohibited by any applicable law, only such unenforceable, invalid or prohibited provision shall be ineffective to the extent of such unenforceability, invalidation or prohibition without effecting any other provision of this Terms & Conditions.

10.4. NO WAIVER. Failure by either Party to enforce any of its rights in connection with this Terms & Conditions, or to insist upon the strict performance of the terms of this Terms & Conditions, shall not be construed as a waiver or a relinquishment of any such rights for future breach or enforcement thereof.

10.5. GOVERNING LAW. This Terms & Conditions shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to conflicts or choice of law rules or principles. Any dispute that arises out of or in connection with This Terms & Conditions shall be referred to and finally resolved by the courts of the Czech Republic.

Notwithstanding the above, in the event of any dispute, the Parties shall meet and seek an amicable resolution before resorting to any judicial process. Nothing contained in this clause shall limit the right of either Party to take proceedings against the other Party in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.