

ALEEGO GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

- 1.1** ALEEGO s.r.o. issues these ALEEGO General Terms and Conditions (“**GTC**”) that generally regulate the contractual relationships with businesses into which ALEEGO enters in connections with the use of ALEEGO Platform or the provision of Services to Customers as defined below.
- 1.2** Any deviating arrangements contained in the Agreement (as defined below) shall take precedence over these GTC.
- 1.3** The provisions of these GTC with an exception of Articles 4.2, 21 and 22.1(c) shall apply to the relationship between Customers and ALEEGO. The provisions of Articles 4.2, 21 and 22.1(c) shall apply solely to the relationship between Pilots and ALEEGO.
- 1.4** The contractual relationship between ALEEGO and the Customer is also governed by
- (a) These GTC, the text of which is available at <https://www.aleego.com/>;
 - (b) Provisions of documents to which these GTC may refer; and
 - (c) Provisions of applicable legal regulations.
- 1.5** By creating an ALEEGO account, whether through a mobile device, mobile application or computer you agree to be bound by these GTC. If you do not accept and agree to be bound by all terms of these GTC, please do not use the Services.

2. DEFINITIONS OF TERMS USED

- 2.1** The terms used in these GTC have the following meaning:
- (a) **Agreement:** an Agreement concluded between ALEEGO and the Customer in any form (including paper or electronic orders).
 - (b) **Agreement for drone services:** an Agreement concluded between ALEEGO and the Pilot.
 - (c) **ALEEGO:** ALEEGO s.r.o., a limited liability company with its registered office at Slapská 2115/1, Strašnice, 100 00 Praha 10, ID No.: 039 45 251, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 261096.
 - (d) **ALEEGO Platform:** An unmanned aircraft services platform, website or other computer programmes (including mobile applications) and related databases provided by ALEEGO to other persons, particularly via the Internet.
 - (e) **Civil Code:** Act No. 89/2012 Coll., the Civil Code, as amended.
 - (f) **Copyright Act:** Act No. 121/2000 Coll., the Copyright Act, as amended.
 - (g) **Criminal Code:** Act No. 40/2009 Coll., the Criminal Code, as amended.
 - (h) **Customer:** A business that has concluded an agreement with ALEEGO for the provision of Services.
 - (i) **Deliverables:** Any results of the Services produced or generated by ALEEGO including photographs, videos or data which shall be provided to the Customer pursuant to the Agreement.
 - (j) **GTC:** these ALEEGO General Terms and Conditions.
 - (k) **Parties:** parties to the Agreement, i.e. ALEEGO and the Customer.
 - (l) **Pilot:** Pilot who has concluded an agreement with ALEEGO to provide unmanned aircraft services (Agreement for drone services) and who is duly registered as pilot on the ALEEGO Platform.

- (m) **Project:** A custom project of the Customer presented on the online ALEEGO Platform as a “mission”.
- (n) **Services:** any ALEEGO service offered and provided within the ALEEGO Platform.
- (o) **UAV:** shall mean Unmanned Aircraft Vehicle pursuant to applicable legal regulations, in particular pursuant to Regulation L 2, Rules of the Air, Attachment X - UNMANNED AIRCRAFT SYSTEMS available at: <https://lis.rlp.cz/predpisy/predpisy/index.htm>.
- (p) **Work:** author’s work pursuant to § 2 et seq. of the Copyright Act.

3. OVERVIEW OF ALEEGO SERVICES

3.1 UAV Services:

- (a) Provision of an online platform, which will allow the Customers of ALEEGO online to connect with and to reserve Pilots provided by ALEEGO having the relevant equipment, authorizations and insurance tailored to the particular needs of the Customer’s Project described and created as a “mission” on the ALEEGO Platform by the Customer.
- (b) Civil works: performing quarries stock survey and indicate project progress by doing survey of the fill/cut to compare to the expected progress.
- (c) Energy: provision of inspections through UAVs surveys in order to increase safety and health at work while reducing inspection costs, increasing safety and efficiency.
- (d) Agriculture: provision of clear pictures taken by the UAVs and provision of multispectral vision beyond human eyes capabilities in order to, including but not limited to, (i) identify weather or wildlife damages; (ii) help agricultural planning; and (iii) increase the productivity.
- (e) Real estate: provision of enhanced visibility for developers and construction companies in a real estate project in order to provide increased site and property visibility and to improve future planning.
- (f) Renewables: using UAVs for Solar or Wind Farms Inspection to cut inspection delay and increase the localisation of defective photovoltaic cells or wind turbine.
- (g) Where relevant, creation of a Customer’s “mission” by
 - (i) providing relevant Customer’s data and information through the ALEEGO Platform to ALEEGO;
 - (ii) defining the road map of the Customer’s “mission” and posting the “mission” on the pilot dashboard in the ALEEGO Platform;
 - (iii) acceptance of the “mission” by the Pilot;
 - (iv) sending the flight request to the relevant civil aviation authority for approval; and
 - (v) posting a relevant non-binding financial estimate of the costs of the “mission” to the Customer.
- (h) Provision and processing of a set of precise aerial photographs to the Customers in order to decrease project costs and to deliver precise data.
- (i) Processing of the data collected during the flight to an overview report, which is then forwarded to the Customer by a technician of ALEEGO.

4. DATA PROTECTION AND RETENTION PERIODS

- 4.1 ALEEGO declares that it processes personal data of Customers, Pilots and any other data subject pursuant to the applicable legislation and in relation to provision of Services. More information about our personal data processing, including retention periods is available in our Privacy Notice available at <https://www.aaleego.com/>.

4.2 Where the Pilot acts as a data controller regarding personal data of Customers collected during the provision of Services, the Pilot shall be responsible for fulfilling all the requirements laid down by the applicable data protection legislation and ALEEGO cannot be held liable for Pilot's failure to do so.

5. LIABILITY FOR THE CONTENT OF PRESENTED INFORMATION

5.1 Through the ALEEGO Platform, Customers are obliged to present:

- (a) Only such information that does not cause any harm to third parties and ALEEGO; and
- (b) Clear and sufficiently specific information that, in particular, does not give rise to a false impression of the nature of a particular Project.

5.2 The Customer that has stored the information on the Project in the ALEEGO Platform shall be responsible for the content thereof. The Customer hereby expressly agrees that ALEEGO will retain information on data entry in the ALEEGO Platform enabling unambiguous identification of a specific Customer.

5.3 Information obtained in accordance with the Agreement can be used by ALEEGO to resolve any dispute with the Customer resulting from the disclosure of false information or to prevent the use of ALEEGO Platform by the Customer that has disclosed information contrary to these GTC.

6. RIGHTS AND DUTIES OF CUSTOMER

6.1 The Customer is obliged to provide ALEEGO and the Pilot with the assistance necessary for due and timely performance of Services, including, but not limited to:

- (a) providing necessary consents, such as permission to fly over the property of the Customer;
- (b) assisting ALEEGO in obtaining necessary consents from third parties, such as permission to fly over property of third parties;
- (c) informing ALEEGO about on site conditions and other matters relevant for due performance of Services.

6.2 The Customer is obliged to inform ALEEGO of such changes of circumstances that may or might be of any influence upon performance of the ALEEGO's obligations hereunder.

6.3 Failure to provide necessary assistance pursuant to Article 6.1 of the GTC allows ALEEGO to refuse the performance of Services.

6.4 The Customer is entitled to choose the format of Deliverables at the time of ordering.

7. HANDLING OF PRESENTED INFORMATION

7.1 ALEEGO is entitled to review the content of information provided by the Customer.

7.2 ALEEGO is not obliged to provide the Services if the Project or the information provided to ALEEGO by the Customer contain information that is in conflict with the laws of the Czech Republic, general ethical rules, public order or accepted principles of morality. In this case, ALEEGO is entitled to terminate the provision of Services to the Customer and terminate the Agreement without notice.

8. SUBMISSION OF INFORMATION AND STARTING DATE OF SERVICES

8.1 Customers are required to submit information to ALEEGO at their own expense and at their own risk. Information is accepted electronically through the ALEEGO Platform, unless agreed otherwise.

8.2 The starting date of the provision of Services by ALEEGO will be indicated in a separate order or shall be agreed upon in the Agreement.

- 8.3** If required by the ALEEGO Platform, the Customer is obliged to register with the ALEEGO Platform before ALEEGO starts to provide the Services.
- 8.4** The Customer shall use the Services solely for its own needs and/or for the needs of third parties duly communicated by the Customer to ALEEGO through the Platform.

9. USING ALEEGO PLATFORM

- 9.1** The access to the Customer's account in ALEEGO Platform is protected by login data.
- 9.2** The Customer shall not:
- (a) Attempt to access parts of ALEEGO Platform to which it was not explicitly granted access by ALEEGO;
 - (b) Use ALEEGO Platform in a way that is contrary to the purpose of the GTC and the Agreement.
- 9.3** The Customer shall inform ALEEGO about all security deficiencies of ALEEGO Platform detected when using the ALEEGO Platform.
- 9.4** The Customer shall also:
- (a) Prevent any sharing of login details with third parties;
 - (b) Protect the login details, and
 - (c) Prevent the misuse of the login details.
- 9.5** The Customer shall immediately notify ALEEGO of any unauthorised use of login details or misuse of such details. ALEEGO is not liable for any misuse of the Customer's login details or for any damage and claims of third parties arising from the breach of the above-mentioned obligations of the Customer.

10. CONFIDENTIALITY

- 10.1** The Parties undertake to maintain confidentiality with regard to confidential information. Confidential information shall mean any information and data that the Parties obtain in direct or indirect relation to the negotiation regarding mutual cooperation, in particular, all data, drawings, films, documents, computer media, business and payment terms, graphic designs and information of all kinds and forms, tangible and intangible, which are mutually provided by the Parties in writing or orally within the ALEEGO Platform or otherwise for the purpose of mutual cooperation. Confidential information shall also mean all information on the Customer, know-how and other matters of the Parties that are not publicly available and known and are subject to business secrecy. Any press release or public announcement regarding the mutual cooperation shall be subject to the prior written approval of ALEEGO.
- 10.2** The Parties undertake not to disclose such confidential information to any third party and to take measures to prevent third parties from having access to such information. The provisions of the previous sentence shall not apply to confidential information:
- (a) the publication of which ALEEGO is entitled to or obliged to carry out in connection with the Agreement;
 - (b) which is already in the public domain as of the date of the disclosure thereof;
 - (c) which has become or will become publicly known or available otherwise than through the breach of the obligations of either of the Parties, their employees, advisers or consultants resulting from the Agreement;
 - (d) which has been disclosed based on an obligation resulting from the generally binding legal regulations or a final decision of courts or public authorities (e.g. Police of the Czech Republic);

(e) for which the relevant Party gave its express consent to the other Party to disclose.

10.3 The confidentiality obligations shall persist regardless of the duration of the Agreement.

10.4 ALEEGO hereby undertakes not to disclose any confidential information related to the Customer beyond the provisions on confidentiality pursuant to Article 10.1 of GTC and collect, gather, keep, disseminate, make available, process or use any confidential information, or combine the same with other information, in any manner without legal title or contrary to the Customer's directions. ALEEGO undertakes to forward to the Customer without undue delay any confidential information ALEEGO may come into contact with beyond his regular work for the Customer, and, in the period ALEEGO handles the confidential information, to ensure that the same is sufficiently protected against any loss, theft, destruction, unauthorised access or accidental or other damage or other unauthorised use or processing.

10.5 If confidential information related to the Customer needs to be disclosed to a third party, ALEEGO undertakes to ensure that the third party will be bound by the confidentiality obligations to the same extent as ALEEGO.

10.6 ALEEGO shall observe common security standards in respect of computer virus risks and computer network protection. ALEEGO acknowledges its obligation to comply with all legal obligations related to data protection and business secrecy.

11. NON-SOLICITATION

11.1 The Customer is obliged and agrees that, during the term of the Agreement and for two (2) years after the termination or performance thereof, regardless of the reason for termination of the Agreement, the Customer will not, directly or indirectly, solicit or attempt to solicit any business with any of the Pilots who provided Services under the Agreement.

12. AGREEMENT

12.1 ALEEGO accepts orders from its Customers based on which it provides the Customers with Services. A duly completed order shall be considered a draft Agreement which becomes binding at the moment of its delivery to ALEEGO.

12.2 The Customer sends its orders for Services primarily by creating a mission completing and sending an electronic order form that is available in ALEEGO Platform.

12.3 ALEEGO reserves its right to refuse the order if:

- (a) it was placed by the Customer that has previously breached its obligations arising from GTC or the Agreement;
- (b) the execution of such order would be in conflict with the relevant applicable legal regulations, principles of fair business practice, accepted principles of morality or public order.

12.4 If ALEEGO does not refuse the order pursuant to Article 12.3 of GTC, it will start providing the Services according to the information specified in the order. The provision of the Service shall start without undue delay based on the authorization to provide the Services issued by the relevant civil aviation authority, where applicable, unless the order indicates a later starting date.

12.5 The Agreement is concluded:

- (a) by confirming the Customer's order, if the Customer expressly requested such confirmation;

- (b) implicitly at the moment of commencement of the provision of Services in accordance with the Customer's order and other binding information constituting the content of the Agreement.

12.6 By entering into the Agreement, the Customer agrees:

- (a) with the terms of the provision of Services under these GTC and the Agreement;
- (b) with the limitations resulting from the technical possibility of the Internet and ALEEGO Platform environment;
- (c) with the content of the Agreement, in particular with the GTC.

13. PRICE FOR SERVICES, INVOICING

13.1 For the Services provided, the Customer shall pay ALEEGO the price according to the terms of the order.

13.2 The price due shall be the price indicated on the tax document (invoice). In accordance with Act No. 235/2004 Sb., on value-added tax, as amended, ALEEGO shall issue an invoice for the Customer within fifteen (15) days of the date of conclusion of the Agreement. The invoice is payable on the fourteenth (14th) day of the invoice date, unless the Parties demonstrably agreed otherwise.

13.3 In the case of the provision of the Service, the taxable supply shall be deemed rendered on the day of the provision or the day on which a tax document is issued, with the exception of instalment or payment schedule, or a payment receipt, whichever may be earlier. For the purposes of determining the date of taxable supply pursuant to Section 21 (3) of Act No. 235/2004 Sb., on value-added tax, as amended, the Services specified in Article 3 of the GTC shall be deemed provided on the first day of their provision by ALEEGO.

13.4 The Customer is not entitled to a refund of the price paid or a discount on the price for reasons not exclusively attributable to ALEEGO.

13.5 ALEEGO reserves its right to make the commencement of the provision of Services a subject to the payment of a deposit in a specified amount and in a specified manner.

13.6 If the Customer is in default with the payments of the price or any part thereof for more than fourteen (14) calendar days, ALEEGO shall be entitled to interrupt the provision of the Services until the price is fully paid by the Customer. The provision of Services will be resumed immediately after crediting the amount due to the ALEEGO account. The Customer is not entitled to an extension of the duration of the provision of the Services by the period for which the provision of the Services was suspended, and is not entitled to any discount or other reduction in the agreed price for the Services.

13.7 If the Customer is in default of payment of the price for the Services, ALEEGO is entitled to charge the Customer the statutory default interest on the outstanding amount.

13.8 The Customer agrees that tax documents (invoices) will be issued electronically.

13.9 The Customer agrees to promptly update his identification and contact personal data on the ALEEGO Platform, including e-mail address, so that ALEEGO can complete the transactions and contact the Customer as needed.

14. TERMINATION OF AGREEMENT

14.1 The Agreement between the Customer and ALEEGO may be terminated:

- (a) upon the expiry of the period for which the Agreement was concluded, if such period is specified in the order or the Agreement;
- (b) by the withdrawal from the Agreement in accordance with Article 15 of the GTC;

(c) by agreement of ALEEGO and the Customer.

14.2 Even after the termination of the Agreement, ALEEGO is obliged to meet its obligations arising from the relevant legal regulations governing the obligations related to personal data protection, particularly to prevent any unauthorised use of personal data until they are transferred to the Customer or a third party designated by the Customer according to the Customer's instructions, or until the date on which they are safely disposed of.

14.3 Upon the termination of the contractual relationship established under the Agreement, ALEEGO is obliged to terminate the personal data processing, except for the acts that are necessary to comply with the applicable legal regulations governing the obligations related to personal data protection.

15. WITHDRAWAL FROM THE AGREEMENT

15.1 ALEEGO is entitled to withdraw from the Agreement if:

- (a) the information and materials provided by the Customer are in conflict with legal regulations, good morals, public order etc.;
- (b) the Customer is in default with the payment of any of its debts to ALEEGO;
- (c) the Customer damages the reputation of ALEEGO;
- (d) the Customer does not provide necessary assistance pursuant to Article 6.1 of the GTC;
- (e) the Customer substantially breaches the Agreement.

15.2 The Customer is entitled to withdraw from the Agreement only in the case of a material breach of the obligations by ALEEGO. A material breach shall, in particular, mean a breach of ALEEGO obligations due to which the provisions of Services by ALEEGO are demonstrably completely suspended for more than twenty (20) consecutive business days in full, except where the suspension is due to force majeure. For the purpose of this Article 15.2, adverse weather conditions pursuant to Article 18.1 shall not be deemed as force majeure.

15.3 Any of the Parties is entitled to withdraw from the Agreement if it is not possible to re-schedule the Services due to the Customer's requirements pursuant to Article 18.6 of the GTC.

15.4 The withdrawal from the Agreement shall only have future effect.

16. INDEMNITY

16.1 The Customer agrees to indemnify, defend and hold harmless ALEEGO and its directors, employees and agents from any claim or demand, including reasonable attorneys' fees, made by any third-party arising out of or in connection with:

- (a) their use of the Services;
- (b) their breach or violation of the Agreement or any of these GTC;
- (c) ALEEGO's use of Customer's information placed on the ALEEGO Platform; or
- (d) their violation of any legal regulation or the rights of any third party.

17. DAMAGES

17.1 ALEEGO is not liable for any damage caused by the operation of a means of transport, force majeure or damage caused by a product defect.

17.2 In case of damage caused by a thing, if the UAV causes damage by itself, the Pilot who should have had supervision over the UAV, shall pay compensation for the damage.

17.3 Force majeure is deemed to mean a temporary or permanent, extraordinary, unforeseeable

and insurmountable obstacle arising independently of ALEEGO's will. In the event of force majeure on the part of ALEEGO, ALEEGO shall notify the Customer of the situation and its cause without undue delay. Unless agreed otherwise, ALEEGO will continue to fulfil its obligations arising from the contractual relationship to the extent of its best abilities and capabilities, even through available alternative means to meet its contractual obligations.

17.4 The liability of ALEEGO for damage in connection with the concluded Agreement shall be limited to the amount paid by the Customer for the Services under the Agreement. ALEEGO is not obliged to compensate the Customer for damage that could not be anticipated at the time of the conclusion of the Agreement.

18. CONDITIONS FOR FLYING

18.1 ALEEGO and the Pilots are not in control of adverse weather conditions; the Customer acknowledges that in case of adverse weather conditions, including but not limited to rain, snow, wind, hail, storm or high or low temperatures, ALEEGO may be unable to provide the Services.

18.2 ALEEGO will be unable to provide the Services if:

- (a) ALEEGO or the Pilot deems that it is unsafe to fly due to weather conditions; or
- (b) the Customer or its representatives direct ALEEGO that the weather conditions are not suitable to provide the Services.

18.3 The Customer acknowledges that ALEEGO may be unable to provide the Services and operate aerial equipment in certain restricted areas and shall at all times, observe a safe distance during flight from a congested areas, people, vehicles and construction, from airports, from other air traffic and environmentally protected areas. If special authorization is needed to provide Services in restricted areas, ALEEGO is obliged to take all necessary steps to obtain such authorization.

18.4 If ALEEGO is unable to provide Services due to the possible violation of any of the conditions for flying set out in this Article 18, ALEEGO will endeavour to arrange provision of Services as soon as reasonably possible after the agreed date for Services, where possible, or to re-schedule the Services with the Customer.

18.5 The Customer shall be liable for any costs incurred by ALEEGO and the Pilot as a result of re-scheduling the Services.

18.6 Where it is not possible to re-schedule the Services due to the Customer's requirements, the Parties are allowed to withdraw from the Agreement.

18.7 ALEEGO is not responsible for delay or failure to provide the Services due to the prevailing weather conditions, airspace restrictions or failure to obtain the necessary authorization due to reasons on the side of relevant public authority or the Customer and ALEEGO shall not be held liable where this results in loss or damage to the Customer.

19. INSURANCE

19.1 ALEEGO represents that the Services supplied under the Agreement comply with the minimum level of insurance requirements set forth by the relevant applicable legal regulations.

19.2 The Customer is entitled to require from ALEEGO the provision of a copy of the insurance agreement as well as the insurance policies.

20. RIGHTS TO WORKS AND INTELLECTUAL PROPERTY

20.1 The Customer is not entitled to use ALEEGO Platform or parts thereof otherwise than for its own (internal) use. It is particularly prohibited to spread and copy them or otherwise

technically process them without the demonstrable consent of ALEEGO. The Customers are also prohibited from tampering in any way with the technical means or contents of ALEEGO's website.

- 20.2 Uploading, saving or printing materials and Customer reports stored in ALEEGO Platform is only allowed for the Customer's own private (internal) purposes, and the materials thus obtained shall not be further distributed in any way. Any other mechanical or electronic reproduction or modification of Customer reports without prior written consent of ALEEGO is prohibited.
- 20.3 All documents, information and facts that ALEEGO delivers or otherwise communicates to the Customer are the property of ALEEGO.
- 20.4 ALEEGO does not claim any ownership rights in the Customer's content placed on the ALEEGO Platform. When the Customer posts content to the ALEEGO Platform, the Customer grants ALEEGO a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) license to exercise any and all copyright, trademark, other intellectual property, publicity, and database rights that the Customer has in his content, in any media known now or in the future. The Customer agrees to allow ALEEGO to use, modify, change, store, publish, merge with another work or incorporate it into a collective work, including translation, or re-format the content on the ALEEGO Platform and display the content in any way ALEEGO chooses in its sole discretion.
- 20.5 ALEEGO and the Pilot confirm and acknowledge that during the provision of the Services to the Customer Works may be created. In such case, the Work shall be regarded as work created on order within the sense of Sec. 61 of the Copyright Act. Should the Work fall within the scope of Sec. 58 of the Copyright Act (employee work), then ALEEGO shall, pursuant to Sec. 58 of the Copyright Act, exercise author's economic rights to the Work.
- 20.6 The Pilot hereby expressly agrees that ALEEGO may assign the exercise of author's economic rights to Work in full or in part to any third party.
- 20.7 In the event that, as a matter of law, any of the foregoing rights are not assignable by the Pilot to ALEEGO or the Work cannot be regarded as employee work within the meaning of Sec. 58 of the Copyright Act, the Pilot shall, and hereby does, grant to ALEEGO an exclusive, irrevocable, unrestricted, in an unlimited quantity and territorial scope, by all known means of use and with a time scope limited only by the duration of author's economic rights to such Work, royalty-free licence, to all such rights for any purpose whatsoever, including the right to make public, alter, adapt the Work (including translation), interfere with it, incorporate it into other copyrighted works, incorporate it in collections or databases, finish any incomplete Work etc., also through third parties ("**Exclusive Licence**").
- 20.8 In the event that, as a matter of law, the Pilot cannot grant to ALEEGO an Exclusive Licence, the Pilot hereby grants to the ALEEGO non-exclusive, irrevocable, unrestricted, in an unlimited quantity and territorial scope, by all known means of use and with a time scope limited only by the duration of author's economic rights to such Work, royalty-free licence ("**Non-Exclusive Licence**"). Part of the licence under this Article is the ALEEGO's unlimited authority to make any modifications and changes to the Work and, at its discretion, to make public, alter, adapt the Work (including translation), interfere with it, incorporate it into other copyrighted works, incorporate it in collections or databases, finish any incomplete Work etc., also through third parties.
- 20.9 ALEEGO is entitled, without any further permission of the Pilot, to grant to a third party the sub-licence to use the Work or assign its right to use the Work to a third party. ALEEGO is not obliged to use the assigned rights or Exclusive or Non-Exclusive Licence under this Article 20.

- 20.10** This Article 20 applies mutatis mutandis to all industrial property rights under the same conditions as the Work under this Article 20.
- 20.11** Remuneration for provision of the assignment of rights or the granting of the Exclusive or Non-Exclusive Licence under this Article 20 is included in the remuneration paid to the Pilot pursuant to Agreement for drone services concluded between ALEEGO and the Pilot.
- 20.12** With respect to assignment of rights or the granting of the Exclusive or Non-Exclusive Licence under this Article 20 to Works, the Pilot hereby declares that its legitimate interests as the author shall not be unreasonably prejudiced by the fact that ALEEGO will not use the intellectual property rights under this Article 20 in a whole or in a part. Notwithstanding the above, the Pilot agrees that his right to withdraw under Sec. 2379 of the Civil Code shall not be exercised before the expiration of ten (10) years from the assignment of rights or the granting of the Exclusive or Non-Exclusive Licence under this Article 20 to respective Work.
- 20.13** Pursuant to this Article 20, the Pilot is neither entitled to use the Work nor to assign any intellectual property rights or grant (sub)licence, albeat in part, to any third party, unless otherwise agreed by the Pilot and ALEEGO in writing or unless ALEEGO orders further development, completion or modification of the Work. In such case, the Pilot will only obtain the right to use the Work for such further development, completion or change.
- 20.14** The Pilot declares that, given the nature of revenues arising from the assigned rights or Exclusive or Non-Exclusive Licence under this Article 20, the conditions for the application of the provision of Sec. 2374 of the Civil Code shall not arise because the received remunerations for assignment of rights or the granting of the Exclusive or Non-Exclusive Licence under this Article 20 to respective Work is not clearly disproportionate to the profits from the use of such assigned rights or Exclusive or Non-Exclusive Licence and the relevance of the subject of such assigned rights or Exclusive or Non-Exclusive Licence for gaining such profits of ALEEGO, if any.
- 20.15** The Pilot is obliged to prepare or sign any document which might be necessary for proper application and legal effect of this Article 20 in order to ensure that ALEEGO receives, to the maximum possible extent, the exclusive right to use the Work or is granted the right to exercise author's economic rights to Work.
- 20.16** The assigned rights or Exclusive or Non-Exclusive Licence under this Article 20 apply to a similar extent permitted by the applicable law and regulations and under similar conditions also to other intellectual property rights that are not Works, if such are created within the performance of the subject of the Agreement for drone services, i.e., to any copyrighted work not regulated by Copyright Act, other information, discoveries, knowledge, experience, processes, procedures, compositions of matter, skills, know-how, samples, trade secrets, designs, formulae, specifications, methods, techniques, compilations, programs, devices, technical information, concepts, developments, inventions or improvements, whether patentable or not ("**Intellectual Property**") arising from the Pilot's performance of his obligations under the Agreement for drone services.
- 20.17** Creation of Intellectual Property shall promptly be made known to ALEEGO in writing and ALEEGO shall have sole and exclusive rights to all such Intellectual Property, which shall be the sole and exclusive property of ALEEGO. The Pilot hereby agrees to assign, and hereby assigns (or grants Exclusive or Non-Exclusive Licence) to ALEEGO, without additional compensation his entire right, title and interest in and to all Intellectual Property. To the extent, if any, that any Intellectual Property is not assignable, the Pilot (i) unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against ALEEGO with respect to such rights; (ii) agrees, at ALEEGO's request and expense, to consent to undertake or join in any action to enforce such rights; and (iii) hereby grants to ALEEGO a perpetual, irrevocable, fully paid-up, royalty-free, transferable, sub-licensable (through multiple levels of sublicenses),

exclusive, worldwide right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of ALEEGO) all or any portion of such Intellectual Property, in any form or media.

20.18 If, for any reason, it is necessary to determine the specific amount of the remuneration for the assignment of rights or the granting of the Exclusive or Non-Exclusive Licence under this Article 20, the Pilot and ALEEGO have agreed that the fee shall be an amount representing one (1) % of price for services specified in Agreement for drone services.

20.19 ALEEGO and the Pilot agree that ALEEGO is allowed to provide references regarding Services performed by the Pilot in advertising of its commercial activities. The Pilot is only allowed to provide references regarding Services performed with prior written consent of ALEEGO.

21. FURTHER OBLIGATIONS OF PILOTS

21.1 Notwithstanding any provision in the Agreement for drone services, ALEEGO and the Pilot agree as follows:

- (a) The Pilot shall at all times comply with all applicable local, national, European, and international laws and regulations and with the terms of relevant authorizations issued by the relevant civil aviation authority related to the operation of UAV and the provision of Services.
- (b) It is the sole obligation and responsibility of the Pilot to report any aircraft accidents, incidents or serious incidents or other reportable mishaps (“**Incident**”) pursuant to relevant applicable legal regulations to the appropriate public authority, including but not limited to the relevant civil aviation authority.
- (c) The Pilot is further obliged to inform ALEEGO about every Incident without undue delay but not later than 24 hours after the occurrence of such Incident. The Pilot, after informing ALEEGO, continues to be obliged to provide maximum assistance in dealing with the Incident and/or in adopting measures to mitigate any potential adverse effects and to prevent similar occurrences in the future.
- (d) The Pilot hereby authorizes ALEEGO to represent the Pilot in communicating with the relevant civil aviation authority. The authorization shall include, but shall not be limited to, submission of documents and negotiation with the relevant civil aviation authority regarding permission to fly in regulated areas.
- (e) The Pilot agrees that ALEEGO will, upon its sole discretion, conduct necessary skill test in order to assess the ability of the Pilot to provide services to Customers. Such test will be conducted in person pursuant to test criteria specified by ALEEGO. The test criteria will be notified to the Pilot in advance. Successful testing of the Pilot is a necessary condition for registration.
- (f) The Pilot has obtained and maintained all necessary authorizations, licenses, consents, examinations, exemptions, certificates and permits of any kind necessary for the UAV operation in the territory of provision of Services.
- (g) The Pilot shall be obliged to provide ALEEGO upon request with copies of all documents issued by the relevant civil aviation authority or any relevant public authority regarding UAV operation (including but not limited to authorizations, licenses, consents, examinations and permits of any kind necessary for the UAV operation in the territory of provision of Services) as well as all documents regarding the insurance (including the duly concluded insurance agreement and the applicable insurance policies).

- (h) The Pilot shall be obliged to submit to ALEEGO copies of all documents regarding operation of UAV issued by relevant civil aviation authority or any other public authority and shall be required to present to ALEEGO updated or changed version of these documents within seven (7) days of such update or change.
- (i) The Pilot shall be obliged to submit to ALEEGO copies of all documents substantiating the insurance and to prove that the insurance is maintained in force and effect and shall be required to present to ALEEGO updated or changed version of these documents within seven (7) days of such update or change.
- (j) The Pilot is prohibited from any communication with Customers without prior written consent of ALEEGO. Any such communication can only be conducted through ALEEGO.
- (k) The Pilot shall be obliged to observe a safe distance during flight from a congested area, from people, vehicles and construction, from airports, from other air traffic and environmentally protected areas as set forth by the relevant applicable legal regulations.
- (l) The Pilot shall be obliged to maintain sufficient insurance and comply with the minimum level of insurance requirements set forth by the relevant applicable legal regulations.
- (m) The Pilot is prohibited from operating within restricted or prohibited airspace zones.
- (n) Unless the relevant aviation authority approves otherwise, pursuant to the prior consent of the appropriate administrative authority or delegated person, the UAV flight shall not be conducted within the buffer zones defined by relevant legislation along the surface traffic structures; along the routes of surface distribution systems; along the routes of surface telecommunication networks; inside specially protected areas; in the vicinity of water resources; in the vicinity of the objects important for national defense. Above these zones the UAV flight may be conducted only in a manner ensuring that the buffer zone will not be intruded even under emergency conditions.
- (o) The Pilot shall be obliged to provide the Services in a timely and diligent manner, including, but not limited to, in accordance with all the requirements laid down in the order, such as schedule and place of Services, the obligation to provide an UAV, flight crew, appropriate sensor or camera capable of collecting the requested data, all equipment or other personnel such as visual observers necessary to safely provide the Services.
- (p) The Pilot is prohibited from establishing any legal or business relationship with the Customer outside the performance of Services without prior written consent of ALEEGO for the period of two (2) years after the performance of Services.
- (q) The Pilot is ultimately in control of UAV operations and flight safety.
- (r) The Pilot when performing the Services
 - (i) shall not be affected by or under the influence of any addictive substance pursuant to Sec. 130 of the Criminal Code;
 - (ii) will not use any addictive substance that would adversely affect their ability to perform required duties.

22. CONTRACTUAL PENALTIES

22.1 Parties and the Pilot agree on following contractual penalties:

- (a) should a Party breach the confidentiality obligation under Article 10, the other Party is entitled to a contractual penalty in the amount of CZK 100,000 (one hundred thousand Czech crowns) for each individual breach of the obligation;
- (b) should the Customer breach the obligation under Article 11 or should the Pilot breach the obligation under Article 21.1(p) hereof, ALEEGO is entitled to a contractual penalty of in the amount of CZK 1,000,000 (one million Czech crowns) for each individual breach of the obligation;

(c) should the Pilot breach the obligations under Article 21.1(f), 21.1(o) or 21.1(r), ALEEGO is entitled to a contractual penalty of in the amount of CZK 100,000 (one hundred thousand Czech crowns) for each individual breach of the obligation.

22.2 By payment of the contractual penalties hereunder, entitlement to compensation for damage in full extent is not prejudiced.

22.3 Contractual penalty is due within fourteen (14) days of the date of delivery of a written notice of entitled party regarding the payment thereof.

23. COMMUNICATION

23.1 Any notices and other communication between ALEEGO and the Customer shall be in writing and can be delivered in person, by courier, by registered post, or by e-mail. The contact details of ALEEGO are as follows: Slapská 2115/1, Strašnice, 100 00 Praha 10; e-mail: info@aleego.com.

24. GOVERNING LAW, AGREEMENT ON JURISDICTION

24.1 The Parties agree that their legal relationship shall be governed by the laws of the Czech Republic.

24.2 The Parties hereby agree that any conflicts between them shall be subject to the exclusive jurisdiction of the courts of the Czech Republic, and the court of local jurisdiction shall be the general court of ALEEGO or the regional court in the region where the general court of ALEEGO is located.

25. FINAL PROVISIONS

25.1 ALEEGO is entitled to unilaterally amend or supplement these GTC, as well as other contractual terms contained in the Agreement, to the appropriate extent if there is a reasonable need to amend them. In this case, ALEEGO is obliged to inform the Customer about the effective date of the new terms affected by the amendment and notify the Customer of these new terms affected by the amendment well in advance, but no later than within fifteen (15) days, in an appropriate manner (primarily, but not exclusively, via e-mail). The appropriate extent shall mean the change to any of the provisions of the GTC, as well as other documents to which these GTC may refer.

25.2 Should any provision of these GTC be or become invalid, void or unenforceable, this fact shall not affect the validity and enforceability of the other provisions of the GTC. The Parties undertake to replace such provisions by valid and enforceable provisions that will be consistent with the meaning and intent of the invalid or unenforceable provisions.

25.3 If the Customer does not agree with the terms announced by ALEEGO pursuant to Article 25.1 of the GTC, the Customer is entitled to terminate the Agreement by delivering a written disagreement within fifteen (15) days of the receipt of the ALEEGO notification. In this case, the Agreement will be terminated on the effective date of the new terms affected by the amendment, or on the date on which the Customer's disagreement is delivered to ALEEGO, whichever comes first.

25.4 These GTC are valid and effective from 1 February 2019. For Customers who concluded an Agreement with ALEEGO prior to the effective date of these GTC, these GTC shall apply upon expiry of the thirty (30) day term from the notification of a change of these GTC.

ALEEGO s.r.o.