

GENERAL PURCHASING TERMS AND CONDITIONS of MND Drilling & Services a.s. company

I. Preamble

These General Purchasing Terms and Conditions (hereinafter the "Conditions") contain provisions of conclusion and performance of contracts of work, purchase contracts, service contracts and other similar contracts concluded by MND Drilling & Services a.s. with contracting partners. These conditions are issued in order to simplify commercial relations and with the aim of securing the most exact definition of rights and duties of contracting parties. They are applicable for simplified contracts based on the order and its confirmation (hereinafter the "Contract"). These Conditions form an integral part of the Contract.

II. Definition of terms

1. **Civil Code:** act No. 89/2012 Coll., the Civil code, as amended.
2. **Completion Certificate:** document proving the due fulfilment of the Contract (delivery and takeover of the Object of fulfilment – delivery of goods, takeover of the works, providing the services, confirmed by representative of MND DS, i. e. delivery note, work handover protocol, etc.
3. **Contract:** Affirmative manifestation of parties will give rise to mutual rights and duties; for the purpose of these Conditions this means contract concluded by simplified way based on acceptance of the order.
4. **Contractual Documentation:** request, quotation, commercial bid, order, design, drawing etc., if the Contract refers thereto; Contractual Documentation is an integral part of the Contract.
5. **Contract Price:** total price of Object of fulfilment according to the Contract, exclusive of VAT or other taxes and fees.
6. **Contracting Partner:** contractor, seller, provider of services or other similar fulfilment with whom the Contract is being or has been concluded.
7. **MND DS:** MND Drilling & Services a.s., a company with its registered office in Lužice, Velkomoravská 900/405, Postal Code: 696 18, ID No.: 25547631, registered in the Commercial register maintained by the Regional Court in Brno, under File No. B 2843; with regard to the Contract in the position of the purchaser, client or receiver of fulfilment.
8. **Object of fulfilment:** work, goods, service or other fulfilment supplied based on the Contract.
9. **VAT:** value added tax; its application regime is governed by the mandatory regulations of applicable law.

III. Binding effect of the Conditions

These Conditions are binding for contracts for work, purchase contracts, contracts for performance of services and other similar contracts, if these Conditions are expressly referred therein.

IV. Conclusion of the Contracts

1. Individual Contracts are concluded on the basis of proposal of contracts (hereinafter the "Offer"). Offer must be signed by person authorized to act on behalf of offeror.
2. So that the Offer becomes effective, its text must contain at least the following:
 - a) designation and exact specification regarding the ordered Object of fulfilment, including prospective documentation,
 - b) details concerning Contract Price, without VAT; VAT if applicable,
 - c) place, date/period and way of performance/delivery or exact completion date,
 - d) text: "Legal relations between the contracting parties arising from and not expressly dealt with in this order (Contract) are governed by General Purchasing Terms and Conditions of MND Drilling & Services a.s., effective as of the day of Contract's conclusion. General Purchasing Terms and Conditions of MND Drilling & Services a.s. are published on company's website. Contracting parties represent that they were acquainted with due diligence with them, and they agree with their intent and their applicability for the contractual relationship"
3. Offer should further contain:
 - a) persons authorized for handover and takeover of the Object of fulfilment,
 - b) country of Object of fulfilment of the Contract designation,
 - c) identification of principal customer and project (incl. type of services to be provided) in case Contracting Partner is in the position of subcontractor regarding the principal customer,
 - d) eventually, further information as stated in this Conditions.
4. Contract is executed by unconditional acceptance of the Offer by Contracting Party. The acceptance is completed by signature of the Offer by Contracting Partner with stating full printed name and surname, plus designation of subject, on whose behalf said person is signing, and in the case of legal person also position of a person authorized to sign such Contract. By acceptance of the Offer Contracting Partner confirms that it is acquainted with these Conditions and agrees to them. Each Contract shall contain date of its execution.
5. MND DS excludes acceptance of the Offer with a supplement or variation (Sect. 1740 (3) of the Civil Code) or with a reference to terms and conditions other than these Conditions (Sect. 1751 (2) of the Civil Code). In the event that Contracting Partner adds any supplements, exceptions or variations either before or during

signing of Offer or refers to terms and conditions other than these Conditions, such act shall constitute a counter - offer, which requires acceptance by MND DS. In such case the Contract will only be concluded upon acceptance of such amendment by MND DS.

6. By concluding the Contract, Contracting Partner undertakes to fulfil its obligations from the Contract in due manner and in due time, especially to deliver Object of fulfilment including all documentation related to the Object of fulfilment, and where it is allowed by the character of the Contract, to allow transferring the title to the Object of fulfilment in accordance with the Contract. MND DS shall take over duly delivered Object of fulfilment at a place and time agreed upon in the Contract and shall duly pay the price agreed upon.
7. Contracting Partner confirms by entering into the Contract, that it has carefully assessed risks arising out of the Contract prior to its conclusion and accepts these. Contracting Partner assumes risk of circumstances' change in the sense of Sect. 1765 (2) of the Civil Code.
8. An application of Sections §558 Para 2, §1726, §1728, §1729, §1744, §1757 Para 2 and 3 and § 1950 of the Civil Code is explicitly excluded.

V. Method of payment, invoicing

1. Unless otherwise expressly stated in the Contract, the agreed Contractual Price shall be paid as stated below.
2. Invoice for payment shall be issued by Contracting Partner according to applicable law. In addition to requisites of invoice imposed by mandatory regulations of the applicable law, invoice shall also contain Contract number of MND DS. Copy of Completion Certificate or analogous document with the same legal effects, shall be attached to invoice in any case.
3. If Contracting Partner is VAT registered in the Czech Republic, then the invoice shall contain appurtenances of tax document. If Contracting Partner is VAT registered in any other member state of the European Union, in addition to requisites of the invoice recognized in business relations, said invoice shall also contain tax identification number of the Contracting Partner.
4. Maturity period is 30 days from the date of delivery of invoice to MND DS. Invoice is considered to be paid on the date of transfer of funds from MND DS's bank account. Payments shall be made for the account as stated in the invoice.
5. If the invoice does not contain the requisites acc. to C. 2 and 3 of this Article, or if its issue or content is inconsistent with the Contract, MND DS reserves the right to return such invoice to Contracting Partner prior due date. In such a case, new maturity period of the invoice starts to run from the moment of delivery of corrected or supplemented invoice to MND DS.
6. It is possible the invoice to be sent electronically on the e-mail address of MND DS: invoicing.mndds@mnd.cz. In such a case the electronically sent invoice shall be sent from the e-mail address of the Contracting Partner designated in the Contract as "e-mail address for electronic invoice sending". The electronic invoice shall contain all appurtenances of the invoice required by the applicable law and the Contract.
7. If MND DS takes over the Object of fulfilment that is incomplete or contains minor defects and deficiencies or without all related documentation, MND DS reserves the right to withhold 10 % of Contract Price until such defects are corrected or the Object of fulfilment is completed. As a base for release of the retained amount, shall be the Protocol of removal of the defects and deficiencies, signed by both contracting parties. Retained amount shall be released within 7 days after this protocol was signed.
8. The Contracting Partner is not entitled to any advance payment of the Contract Price, unless agreed specifically otherwise in the Contract.

VI. Quality of fulfilment

1. Contracting Partner undertakes to deliver the Object of fulfilment in compliance with conditions specified in the Contract. Contracting Partner shall perform all duties with maximum due and professional care. The Object of fulfilment must be eligible for purposes stated in Contract or otherwise known to Contracting Partner or normal purpose. If closer specifications are not included in Contract, the Object of fulfilment must meet general requirements and standards of quality, as required for the object of fulfilment of the same or similar specification.
2. Contracting Partner further undertakes to deliver/perform the Object of fulfilment in accordance with all mandatory regulations of applicable law, valid technical standards and resolutions issued by public authorities concerning the Object of fulfilment all of which are valid or applicable in the Czech Republic, European Union and/or in country of Object of fulfilment of the Contract designation and MND DS is entitled to inspect these duties anytime. At the same time Contracting Partner shall supply MND DS with declaration of conformity.

VII. Delivery, packing, handover and takeover of the Object of fulfilment

1. Unless agreed otherwise in the Contract, the Object of fulfilment shall be delivered in accordance with the delivery term DDP MND DS's premises in Lužice, Velkomoravská 900/405, PSČ 696 18 INCOTERMS 2020® The Contracting Partner shall secure the transport of the Object of fulfilment to the place of delivery at its own costs. The Contracting Partner shall select suitable manner of transport with respect to the character of the Object of fulfilment. The contracting parties declare they are fully aware of the meaning of the delivery terms according to INCOTERMS 2020®, including all rights and duties that arise in connection therewith.
2. MND DS shall not be obliged to take over partially completed or incomplete fulfilment, in particular to accept a delivery not in the agreed upon quantity, quality or missing requisite documentation.

3. In case of contract of work, obligations are fulfilled by Contracting Partner upon completion of work performed in accordance with such Contract, and handover of completed work in its entirety along with all requisite documentation. Provision of Sect. 2605 of the Civil Code shall remain unaffected. MND DS reserves the right (but is not obliged) to takeover work that is incomplete or contains minor defects or deficiencies if such do not prevent the due usage of such work; for these purposes, evaluation of significance of such defects shall be under the sole discretion of MND DS.
4. In case of purchase contract, goods are considered to be duly supplied only if delivered in accordance with Contract, in given quantity, quality, place of delivery and time agreed upon in Contract and if documents and entire documentation necessary for due usage are delivered upon handover of the goods. Provision of Sect. 2093 of the Civil Code shall not apply.
5. In addition to requirements listed in Clause 3 and 4 above, a further condition for handover and takeover of the Object of fulfilment is also successful performance of pre-agreed inspection and testing.
6. The Contracting Partner undertakes to deliver the Object of fulfilment properly packed for the purposes of transportation, manipulation (including loading/unloading), and storage of that type of fulfilment.
7. Certificate of Completion shall either be drawn in written upon handover and takeover of the Object of fulfilment, which shall be signed by both the parties or at the very minimum a delivery note or other similar document shall be signed by both the parties and these documents shall include at least the following requisites:
 - a) specification of the Object of fulfilment to be handed over in such a way to ensure that no mistake in identification may occur,
 - b) list of all papers and documentation handed over with the Object of fulfilment,
 - c) date of delivery/take-over of the Object of fulfilment,
 - d) identification (printed names in full, including position) and signatures of representatives performing handover on behalf of both contracting parties,
 - e) in case that the Object of fulfilment is not delivered in accordance with the Contract, defects and deficiencies detected shall be listed as part of Certificate of Completion along with term and manner of their rectification.
8. In case of performance of the Contract at the MND DS premises, the Contracting Partner shall observe and respect the Safety Instructions and information for employees of foreign employers performing work at MND Drilling & Services a.s. workplaces, as amended (available as of the date of fulfilment of the Contract on the MND DS website) and which in such a case are an integral part of the Contract.

VIII. Inspection of Object of fulfilment

1. **On-going inspection:** MND DS reserves the right to check the manner of performance the Object of fulfilment and to ascertain current state of its completion. If MND DS has any concerns about proper and timely delivery of the Object of fulfilment, MND DS reserves the right to require from the Contracting Partner a security that Object of fulfilment will be indeed completed in a proper and timely manner. If Contracting Partner refuses to provide such a security, MND DS reserves the right to rescind the Contract. Claim for damages or any other claims of MND DS pursuant to Contract are not affected by the rescission of the Contract.
2. **Inspection at takeover:** Representatives authorized for handover and takeover of the Object of fulfilment, or other persons specified in the Contract shall perform inspection of the Object of fulfilment upon the handover. The purpose of such inspection is to determine that the Object of fulfilment is in conformity with the Contract (regarding quality, quantity, following agreed procedures, instructions, technical standards, etc.), and to discover potential defects and deficiencies.

IX. Transfer of ownership and risks

1. Risk of damage is transferred to MND DS upon takeover of the Object of fulfilment, i. e. by signing of Certificate of Completion.
2. The title to the Object of fulfilment shall pass to MND DS in the moment and under conditions determined by applicable law.

X. Quality guarantee, claims from faulty performance

1. Contracting Partner is responsible that Object of fulfilment possesses and during the whole guarantee period shall possess features set by mandatory regulations of the applicable law, technical standards, Contract, eventually has typical features and further that is complete and functional for intended use as stated in the Contract or for typical use. The quality guarantee is provided for the Object of fulfilment as a complex, for its functionality, quality of performance and used materials.
2. Contracting Partner provides MND DS with quality guarantee concerning the Object of fulfilment of the extent and intent as specified in the Contract or guarantee certificate; if not stipulated, the Contracting Partner provides a quality guarantee for a period of 24 months from the signing of the Completion Certificate. Conditions of the guarantee certificate shall not be less advantageous than conditions stated in Contract and in case the Contract does not regulate the conditions of guarantee, the conditions stated in the guarantee certificate shall not be less advantageous than these stated in the Conditions. Guarantee certificate shall be handed over upon delivery of the Object of fulfilment at the latest.
3. Guarantee period commences upon handover of Object of fulfilment on the basis of Certificate of Completion. If the fulfilment includes assembly or installation, guarantee period shall commence upon completion of these activities. MND DS shall notify the Contracting Partner of defects without undue delay after their detection, however no later than 30 days after their detection, while the moment of sending off the notification is decisive. Defects covered under the guarantee may be claimed until the end of guarantee period. MND DS shall specify in the notification the detected defect (describe the defect and its symptoms, etc.), state the claim asserted against

Contracting Partner from the defect and the deadline for the defect's removal. The deadline shall be set by MND DS reasonably according to the extent and character of the defect.

4. Contracting Partner undertakes to start removal of the defect written claimed immediately (by 24 hours) after being notified, and the defect shall be removed without undue delay. For this purpose, the Contracting Partner shall ensure the presence of its authorized representative at the place of detected defect. Should the Contracting Partner fail to fulfil this obligation, it is liable for all damages incurred therefrom by MND DS. The contracting parties undertake to write down a record on defect's exposure, extent, consequences, eventually manner and term for its removal. The right of MND DS to autonomously set the manner and term for defect removal shall not be affected hereby.
5. Unless agreed otherwise (i) the defect preventing MND DS from due use and operation of the Object of fulfilment shall be completely removed not later than within 48 hours after receiving the notification, and (ii) with regard to defects, the removal of which necessitates the assistance of the manufacturer of the device or the supplier of materials or work, the manner and the period for the removal of the defect shall be agreed with MND DS; the Contracting Partner shall remove such a defect within 24 hours after receiving the material or instructions from the manufacturer or supplier.
6. The costs of rectifying the defects, transportation of the defective Object of fulfilment or its part(s) to/from the place of repair, the costs of prospective replacement and the risk of damage on the transferred Object of fulfilment or its part (s) shall be borne by the Contracting Partner.
7. In the event of failure of Contracting Partner to remove the defects within determined or agreed time, MND DS is entitled to remove defects by itself or by third party at cost of Contracting Partner. The Contracting Partner shall pay to MND DS the costs for defect removal within 7 days after receiving notification of removal. In this notification MND DS shall specify the total sum of costs necessary for removal of defects and enclose the list of works performed for the purpose of defect removal. The quality guarantee shall not be hereby affected.
8. Contracting Partner is not responsible for defects covered under quality guarantee if it proves that defect was caused by failure to follow routine maintenance, service, or other conditions as specified in the Contract providing that Contracting Partner has demonstrably acquainted MND DS with all such conditions.
9. Until the removal of defect MND DS is not obliged to pay respective amount of Contract Price which approximately corresponds to its right to price discount.
10. No arrangements of the quality guarantee shall affect any rights of MND DS arising from defective performance of the Contracting Partner under the Civil Code (e.g. Sect. 2112 par. 1 the last part of the second sentence).

XI. Contractual penalties

1. If MND DS is in delay with payment of invoice, Contracting Partner shall be entitled to claim default interest according to applicable legal regulations.
2. If Contracting Partner is in delay with handover of the Object of fulfilment, MND DS shall be entitled to contractual penalty in the amount of 0.2 % of Contract Price per each commenced day of delay.
3. If Contracting Partner is in delay with start of defects removal or with completion of defects removal within time periods set in Article X. of these Conditions, MND DS shall be entitled to contractual penalty in the amount of CZK 5,000 per each commenced day of delay.
4. In case of breach of Articles XIII or XIV., XV. or XVII of these Conditions, the Contracting Partner shall pay to MND DS contractual penalty in the amount of CZK 100 000 per each individual breach.
5. In case of any other breach of any of the Contracting Partner contractual obligation arising from the contractual relationship established by this Contract, MND DS shall be entitled to charge Contracting Partner a contractual penalty in the amount of CZK 5 000 per each breach.
6. Provisions of these Conditions concerning contractual penalty payments do not affect claims of contracting parties for damages; the contracting parties agreed that the eventual damage shall be compensated in the actual amount incurred and the paid contractual penalty shall not be set off against a compensation for damage. Sect. 2050 of the Civil Code shall not apply.
7. Contractual penalties or default interest payments are due within 14 days of notice being sent.
8. MND DS has the right to set off unilaterally contractual penalty, to which it is entitled pursuant to the Contract, against the unpaid invoice.

XII. Rescission from Contract

1. Each contracting party is entitled to rescind the Contract, if so determined by the Contract and/or these Conditions or is set under governing law.
2. Contracting party may rescind the Contract in such a case where the other contracting party is in fundamental breach of the Contract. The following cases are considered in particular to be fundamental breach of Contract:
 - a) MND DS's delay with payment of invoice in excess of 30 days, if MND DS does not pay outstanding amount based on the Contracting Partner's written notice within additional period not shorter than 15 days,
 - b) failure to deliver/provide of the Object of fulfilment at the agreed date,
 - c) breach of contractual stipulations according to Article XVII of these Conditions.
3. MND DS is also entitled to rescind the Contract if it is evident from communication between parties even before the completion date that the Contracting Partner will not fulfil its contractual obligations by the due date.
4. If the Contracting Partner is a Subcontractor (in the meaning of Article XVI. of these Conditions), MND DS reserves the right to rescind the Contract if there is a

termination of main contract concluded with the principal customer for whatever reason.

5. Rescission of Contract does not affect claims for contractual penalties which already exist or other stipulations of the Contract or these Conditions, which shall, based on their nature, remain binding even after Contract rescission.
6. MND DS also has the right to rescind from the Contract on the basis of its own decision without giving the reason providing it pays the Contracting Partner the proportion of the Contract Price corresponding to the goods and/or services already delivered and/or provably ordered by the Contracting Partner and the work in progress, on the effective day of the rescission of the Contract. The Contracting Partner is obliged to hand over such delivered or ordered goods, services and/or work in progress to MND DS. In this case MND DS shall pay compensation for repudiation in the amount of 5 % of the price of Object of fulfilment, up to CZK 300 000.

XIII. VAT clause, permanent establishment

1. Contracting Partner is to state truthfully in Contract whether or not it is VAT registered payer in the Czech Republic or whether it is VAT registered in another European Union member state or is a foreign national under valid VAT law (meaning not having seat, place of business or registered office, eventually place of living or place it usually stays inside of European Union).
2. In the case where Contracting Partner is VAT registered in another European Union member state, it is understood that said person does not have seat, place of business or registered office within the Czech Republic unless otherwise stated in Contract. With reference to foreign national, Contracting Partner is obligated to present tax identification number and certificate of VAT registration issued by respective authority, if any.
3. Contracting Partner is obligated by signing of Contract to inform MND DS during duration of said Contract of any changes in the aforementioned facts without undue delay, no later than within 7 days of the date on which such changes were made. In case of breach of any obligation stated in this Article, Contracting Partner shall pay for all damages incurred as a result of any such breach.
4. Contracting Partner who is a VAT registered payer in the Czech Republic declares by signing of Contract that he is not an untrustworthy payer in the sense of Sect. 106a of the Act No. 235/2004 Coll., on value added tax, as amended. Contracting Partner further undertakes that in the period of the effectiveness of the Contract it shall notify MND DS of any change of this data (i. e. if it acquired or lost the status of an untrustworthy payer) within three (3) working days after a relevant resolution of the revenue authority become effective. Concurrently within this period, an untrustworthy payer has to notify MND DS in writing of an account number of the revenue authority relevant for the VAT payment by an untrustworthy payer.
5. Contracting Partner who is a foreign entity declares by signing of Contract that it has no registered office nor a permanent establishment in the Czech Republic. It further declares, that no other contracts are in effect which would result in the legal necessity according to applicable law to register place of business within the Czech Republic. In the case where Contracting Partner does already have or will be required to register place of business in the Czech Republic according to applicable law or signs a contract which could legally require registration of such a place of business, it is obliged to inform MND DS of this fact before respective contract signing, or no later than within 30 days respectively. In case of failure to fulfil the aforementioned duties, Contracting Partner shall pay for all damages/expenses incurred as a result of any such failure.

XIV. EMS and HSEQ clause

1. During the whole Contract effectiveness and during performance of the Contract, Contracting Partner (including all staff and subcontractors) shall continually prevent injuries, health hazards, safety exposures, environmental pollution, damage to property of MND DS or third parties and violation of MND DS's goodwill. In this regard, MND DS reserves the right of inspection by own authorized personnel.
2. Contracting Partner is further obliged to perform activities concerning delivery of the Object of fulfilment under the laws of Czech Republic and/or any other applicable law and decisions made by governmental or other authorized organization regarding HSEQ. MND DS reserves the right to inspect above mentioned performance without prior notice. MND DS shall inform the Contracting Partner about the internal HSEQ regulations of MND DS and principle customer valid within the place of the Object fulfilment and the Contracting Partner undertakes to fulfil these regulations.
3. In the case of negative environmental impact as a result of activities by Contracting Partner, MND DS reserves the right to take necessary corrective measures. Contracting Partner is liable for expenses of such corrective measures. MND DS further reserves the right to immediate rescission of Contract.
4. Contracting Partner shall indemnify MND DS for all costs and damages (including penalties or other sanctions) which originated from Contracting Partner's failure to comply with duties specified in this Article XIV.

XV. Confidentiality

1. All information and data provided by MND DS to Contracting Partner in connection with their mutual commercial relations irrespective of form, shall be kept confidential.
2. Contracting Partner shall use all reasonable effort to prevent disclosure of confidential information to third party without prior written consent of MND DS and shall secure confidentiality agreement to the same extent from all its subcontractors and representatives. Contracting Partner will not publish or agree to publish any printed matter or announcement concerning Contract or participation of Contracting

Partner regarding execution of Contract. The undertakings stated above shall not apply to confidential information which is on the date of this Contract:

- a) in the free and lawful possession of the Contracting Partner, except any information received by the Contracting Partner during negotiation of this Contract;
 - b) part of public knowledge or literature or which subsequently becomes part of the public knowledge or literature;
 - c) has been disclosed to the Contracting Partner by a third party whose possession of the information is lawful and who is under no secrecy obligation with regard to the said confidential information.
1. Responsibilities under Article XV. Of the Conditions shall continue even after termination of the Contract.

XVI. Subcontractor's position

1. In the event that MND DS has to fulfil a certain part of its obligation to a third party (main customer) with the help of the Contracting Partner and MND DS has informed the Contracting Partner about this fact (e.g. it follows from the Contract text, negotiating contractual conditions, email communication, etc.) the Contracting Partner acting as a Subcontractor is fully aware of project significance and an extent of potential damage incurred by MND DS due to breach (as a Subcontractor of the main customer for certain project) of Contracting Partner's obligation as set out in the Contract and/or Conditions.

XVII. Prevention of bribery and corruption, sanction lists

1. The Contracting Partner (all its employees, subcontractors) shall prevent bribery and corruption in the performance of the Object of fulfilment in accordance with the Principles of Prevention of Corruption valid within the KKCG Group (available on the MND DS website). In this connection, the Contracting Partner undertakes in particular not to give bribes, take bribes, suggest, propose, request, offer, broker or mediate bribes, or otherwise dispose of them, or use another person for such acts, shall always proceed in accordance with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2010 (United Kingdom) and the Foreign Corrupt Practices Act 1977 (United States of America), shall maintain procedures for the bribery prevention and prevention of corruption, which shall prevent any bribery or corruption and / or trading in influence that may occur in connection with this Contract.
2. The Contracting Partner shall immediately notify MND DS or respectively KKCG Group if it suspects, knows or is concerned that bribery is taking place in relation to MND DS or KKCG Group's business by sending such notification to email compliance@kkcgggroup.com.
3. The Contracting Partner shall ensure that any person associated with it who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on the Contracting Partner in the present Article ("Relevant Terms"). The Contracting Partner shall be responsible for the observance and performance of the Relevant Terms by such persons and shall be directly liable to the MND DS (resp. KKCG Group) for any breach of any of the Relevant Terms by such persons.
4. For the avoidance of doubt, MND DS (resp. KKCG Group) reserves the right to disclose any or all information in relation to breaches of this Relevant Terms to law enforcement, regulators, investigators or other third parties, reserves the right to commence civil proceedings to recover damages caused as a result of breach of this Article, and further reserves the right to initiate or bring criminal proceedings against any person who breaches this Article.
5. By concluding the Contract, the Contracting Partner expressly declares that neither it nor the person of the owner (Ultimate Beneficial Owner) nor key employees are listed on the Sanction Lists.
6. Sanction lists mean the EU Consolidated Sanction List, the US Sanction List, the UK Consolidated List of Targets and the World Bank List of Inadmissible Legal Entities of Ineligible Firms.


XVIII. Final provisions

1. No amendments, changes or modifications to these Conditions and/or the Contract shall be valid unless made in writing and signed by persons authorized to act on behalf of contracting parties. In the event of any contradictions, provisions of the Contract shall take precedence over provisions of these Conditions.
2. Legal relations between contracting parties arising out of or in connection with Contract, as well as issues of its securing, amendments and consequences of its breach, as well as issues of its validity and consequences of its invalidity, shall be governed by the laws of the Czech Republic, i.e., in particular, by the act No. 89/2012 Coll., Civil Code, as amended with the exclusion of conflicts of law rules, which would direct or refer to the laws of another jurisdiction. Any application of the 'Vienna United Nations Convention on Contracts for the International Sale of Goods' shall be excluded.
3. All disputes arising from the Contract, as well as issues of their securing, changes and consequences of their violation, issues of their validity and consequences of their invalidity, will be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by one arbitrator, chosen according to the rules of the Arbitration Court. The contracting parties have agreed that the arbitration proceedings will take place in regional court branch in Brno.
4. If for any reason any clause, sub-clause, term or condition herein shall be declared or deemed void, invalid or unenforceable, such shall not render void, invalid or unenforceable the remaining provisions of respective Contract or Conditions. In such a case, the parties shall replace the void, invalid or unenforceable provisions by a

valid and enforceable one, which as far as legally possible implements their economic intent.

5. The respective Contract constitutes the full and entire agreement between the contracting parties about the terms and the contents hereof supersedes all written or oral negotiations, proposals, proclamations or agreements between the contracting parties, made before or at the moment of the conclusion of this Contract, unless agreed otherwise. The contracting parties expressly agree that any existing or future practice established between them or maintained in general practice or industry relating to the Object of fulfilment which is not expressly referred to in this Contract, shall not apply, and that any rights or obligations shall not be construed therefrom, nor they will be taken into account when interpreting the expressions of the will of the contracting parties.
6. Annexes are an integral part of the Contract. In the event of a conflict between the main body of the Contract and its Annexes, the main body of the Contract shall prevail.
7. Neither of the contracting parties is entitled to assign its rights and obligations under this Contract to a third party without prior written consent of other contracting party. The exceptions form the due receivables of MND DS towards the Contracting Partner and assignments which MND DS realizes within KKCG Group, where such assignments and transfers may be realized also without the consent of the Contracting Partner.
8. These Conditions supersede in the full extent General Terms and Conditions of company MND Drilling & Services a.s., dated 1.1.2021.

In Lužice, on 12th September, 2022


Mr René Kachyňa
director of the company MND Drilling & Services a.s.