

1. FREE CONTRACTUAL LICENCE FOR CERTIFIX©SOFTWARE

1.1. Licence agreement. Licence agreement means the data entered by the hereinafter determined User person acting for or on behalf the User (as defined further below) pursuant paragraph 2.2. and Licence conditions (as defined in paragraph 1.2.).

1.2. CERTIFIX©Software and Licence conditions. CERTIFIX© computer programme is covered by copyright protection and by other intellectual property rights pursuant to the following licence conditions (hereinafter **CERTIFIX©Software and Licence conditions**). The name CERTIFIX as well as associated names CXID.EU and TXID.EU are in addition registered as EU certification trade mark and EU trade marks at the EU Intellectual Property Office (EUIPO). Protected by intellectual property rights and associative rights are also the name of TXP Association, z.s., its logo and all names of products referred to at Internet domains app.certifix.eu (hereinafter **Access website**) and at Internet domains www.certifix.eu, www.certifix.cz and their subdomains (hereinafter **Website**, including the **Access website**).

1.3. Object of Free disclosing licence. TXP Association, z.s., (hereinafter the **Provider**) provides to the User (as defined hereinafter in paragraph 1.5.):

- (a) a non-exclusive, free and further non-transferable or non-leasable or non-subleasable licence to CERTIFIX© software for the purpose of structured entering of the following data on:
 - (i) Corporate structures and Beneficial owners of legal persons to the extent permitted by these Licence conditions and CERTIFIX©Software content in view to achieve the purpose referred to in article 30 paragraph 4 of the AML Directive, that is to verify whether the information on beneficial ownership of legal persons and arrangements without legal personality are as adequate, precise and up-to-date as possible;
 - (ii) as defined in article 1 paragraph 1 as object and scope of application of the Directive on open data;
- (b) the strictly necessary data space enabling introduction and safeguarding of information pursuant preceding letter (a) allowing for a search and display of the entered information pursuant (a) by the User in a maximal volume of 0.5 GB covering all types of access accounts listed under the following letter (c) (hereinafter the **Auxiliary data space**), if this volume is not increased by Additional auxiliary data space pursuant paragraph 4.4;
- (c) to create an account or an account in CERTIFIX© software and make them accessible through Internet which enables to enter data pursuant point (i), letter (a) of this paragraph 1.3 (hereinafter **Disclosing user accounts**).

The licence for CERTIFIX© software is granted by the Provider to the User for a period of 12 months commencing on the date of Conclusion of the free licence agreement pursuant paragraph 1.2 and ending with the expiry of the last day of the entire twelfth month from the beginning of the first month following after in month in which the free licence agreement was concluded, unless this Licence agreement is terminated earlier, particularly pursuant section 7 (hereinafter the **Free disclosing licence**).

1.4. Illicit use of the Licence. The User and any its User person shall not:

- (a) allow to any third party or facilitate to such party the use of CERTIFIX © software or to allow access to it through the access data to the CERTIFIX © software which this User has received;
- (b) use CERTIFIX © software otherwise than for the needs of the subject referred to in the following paragraph 1.5. and store in CERTIFIX©Software other information than that referred to under letter (a) in paragraph. 1.3.;
- (c) retroactively submit, decompile or in an other way translate the source code of CERTIFIX©Software or otherwise try to derive the source code from CERTIFIX© software;
- (d) change or generate derived works, products or compilations on the basis of CERTIFIX© Software; or
- (e) develop, license, use or implement any software or services in view to proceed to a by-pass, activation, change or access grant, authorisation or rights violating technical limitation in CERTIFIX©Software

(hereinafter the **Illicit use of licence**).

1.5. User. User is:

- (a) the final Ultimate public organisation or any of its internal independent units ((hereinafter the **Unit**),
- (b) a special entitled subject which can be a Non-profit legal person or an Ultimate private organisation performing disclosure of corporate ownership structures within its activities fulfilling a public benefit purpose (hereinafter as the **Special entitled subject**),

to which the Provider decided to send by e-mail the offer to conclude Licence agreement or the access of which has been otherwise explicitly approved by the Provider (hereinafter the **User**). The Provider will immediately bloc the access to CERTIFIX©Software to anybody who has gained access to CERTIFIX©Software in the manner contrary to the preceding sentence.

1.6. User persons. Within the User acting as the Unit or the Special entitled subject, the access to the User account can be granted to persons entitled to use Corporate email address with the same letters after the email sign of @ as the Main user person and whose acts shall be

attributable to the User (hereinafter **Persons acting for the User**); with the exception of entitlement pursuant to paragraph 1.7., persons acting for User are not entitled to communicate with the Provider. The Main user person may be the only natural person entitled to accomplish on behalf of the User binding acts with regard to CERTIFIX©Software (hereinafter the **Main user person**). The Main user person is obliged to communicate with persons acting for the User, in particular to inform them on notices obtained from the Provider and to respond, via Corporate email address, to those email messages from the Provider, in which the Provider asks the Main user person to answer without undue delay and no later than 10 calendar days after having received such e-mail message from the Provider.

1.7. Change of the Main user person. The Person acting for the User may anytime send an email message to the Provider informing him that from now it is the Person acting for the User who shall become the Main user person instead of the current Main user person; by sending such email message from the Corporate email address of the Person acting for the User such person makes declarations mentioned hereinafter in paragraph 2.3. without being obliged to indicate such declarations in the email message in question while at the same time the visible copy of such email message must contain the Corporate email address of the Main user person. If the conditions referred to in the previous sentence are met, the substitution of the Main user person vis-à-vis the Provider takes effect from:

- (a) the moment the Provider received the email message sent by the current Main user person, in which it without reservation confirms its replacement as the Main user person by the Person acting for the User indicated in the previous sentence after semicolon; or
- (b) after 8 calendar days have elapsed since the Provider received the message referred to in the first sentence of this paragraph before semicolon, without obtaining during this time a protest from the Main user person against its replacement or a similar protest from any other person acting for the User than that indicated in the first sentence of this paragraph before semicolon against replacement of the current Main user legal person.

If the replacement of the Main user person towards the User does not come into effect, the current Main user person remains the Main user person towards the Provider. The change of the Main user person comes into effect at the moment of entering the change requested by the User into CERTIFIX© Software and the Provider shall enter this change into CERTIFIX©Software not later than 5 days since the entry into force.

2. CONCLUSION AND ENTRY INTO FORCE OF THE LICENCE AGREEMENT

2.1. Authorised way of concluding a Licence agreement and its binding character. If the Licence agreement is not concluded in the manner described in this section 2, the Licence agreement cannot arise; if it is concluded in the manner described in this section 2, then this Licence agreement is binding for the User, including the User persons, since the moment of its origin and these Licence conditions are equally binding for all of them.

2.2. Conclusion of the Licence agreement and conditions leading to its conclusion. The Licence agreement is concluded (i) at the moment of ticking the box of consent with these

Licence conditions by the User person having done such ticking within the User's entitlement or (ii) at the moment of termination of the simultaneous entering of following data via the block "Registration of public institution" accessible from the Access website:

- (a) name and surname of the User person,
- (b) Corporate e-mail address of the User person,
- (c) function or position of the User person within the User,
- (d) full name of the User and the Unit on behalf of which the User person acts,

depending on which of the two moments indicated under point (i) or (ii) happens as the second one. By accomplishing both acts under points (i) or (ii) the User person itself and the User, on behalf of which it acts, testifies that it has received from the Provider by e-mail an offer to conclude Licence agreement or a previous explicit consent from the Provider with its unequivocal personal identification as well as time identification allowing such person to access CERTIFIX© Software, all that in a form easily transformable to paper form by the Provider. The Provider ensures confidentiality vis-a-vis third parties regarding data referred to in provisions sub (a) to (c) and in justified cases and on demand of the User also regarding the data under letter (d).

2.3. Contents of the consent with the Licence conditions. By ticking consent pursuant to the previous sentence, the User person declares that:

- (a) it is entitled to act, as regards rights and obligations referred to in these Licence conditions, on behalf of the User, the name of which has been given in the provision under letter (d) of the previous paragraph 2.2.;
- (b) the User, on behalf of which it acts, as well as itself, are bound by the Licence conditions and by the Licence agreement.

Without the consent expressed in accordance with this paragraph, the Licence agreement does not come into force and neither the User, nor the natural person acting on behalf of the User, with regard to CERTIFIX©Software are entitled to use CERTIFIX©Software; neither are entitled to use CERTIFIX©Software any other natural persons that have obtained access to the User disclosing account within the User's rights.

2.4. Accession to the Licence Agreement. The Person acting for the User accedes to the Licence agreement at the moment when it ticks the box with approval of these Licence conditions or at the moment when it terminates entering of the data under letters (a) to (d) in paragraph 2.2. above depending on which of these two moments happens as the second one provided that the Licence agreement has been already concluded. If access to CERTIFIX© software is obtained by a person not acting for the User or by another person in the situation when the Licence agreement has not yet been concluded, the Licence agreement does not come into force and the Provider will immediately block the access to CERTIFIX©Software to the

User, including all its User persons, and at the same time it is authorised to delete the contents of data stored in the Accompanying data space of the User, including all its User persons.

2.5. Suspensive condition of the Licence's entry into force. The exercise of rights and obligations arising from the Licence is start only all of the following suspensive conditions have been fulfilled:

- (a) receipt of an e-mail message from the Provider sent to the Corporate e-mail address,
- (b) confirmation of reception of the e-mail message from the Provider by a User person from the Corporate e-mail address,
- (c) authorisation of access to the User, including the User person, by the Provider, under the condition that both the User and the User person take note of the fact that there is no legal right to access to CERTIFIX©Software,
- (d) logging into CERTIFIX©Software via the function "Log in" at the Access website within the period of three month after reception of the e-mail message from the Provider pursuant to letter (a) above in this paragraph.

2.6. Consequences of the failure to fulfil the conditions leading to the conclusion of the Licence agreement and the entry into force of the Licence. If the Provider has doubts as to whether the conditions referred to in paragraph 2.3. or in these Licence conditions were fulfilled by the User or the natural person acting on its behalf, it invites such natural person to prove its identity in relation to the User and to the character of such User; the Provider may also ask such concerned User, whether these conditions are met both by the User and the natural person acting on behalf of the User. If the concerned natural person does not, within the period set out by the Provider, prove beyond any reasonable doubt that it meets the conditions laid down in the preceding sentence, or even without previous sending of such a message to the e-mail box referred to in paragraph 2.2, it is apparent that the User or the natural person acting on its behalf in relation to the Provider, does not meet the conditions laid down in paragraph 2.3., the Provider may at any time block to such User its existing access to CERTIFIX©Software as well as any future access, each of them for a limited or an unlimited period of time. Similarly, the Provider may limit access to any other databases of which he is a make, or to the software, of which he is a provider.

2.7. Failure to fulfil conditions necessary for conclusion of the Licence agreement and violation of Licence conditions. Failure to fulfil conditions necessary for conclusion of the Licence agreement or violation of the Licence conditions by the Main user person or violation of the Licence conditions by any User person may result into immediate blocking of all User disclosing accounts by the Provider.

2.8. Consequences of violation of other conditions. The Provider may also at any time and without previous notice block the existing access in a manner referred to in the last sentence of the previous paragraph to any User which, after obtaining access, violates the terms laid down in these Licence conditions. Similarly, the Provider may block this access to any User person who

claims to the Provider that it acts on behalf of or for the User, or in case the User person entered CERTIFIX©Software using other than the Corporate e-mail address.

2.9. Absence of the position of consumer. A natural person acting on behalf of the User cannot become a consumer and therefore the possibility to act as a consumer in relation to the Provider cannot arise. A non-authorized access to CERTIFIX©Software by a natural person who claims to be acting on behalf of the User without that claim being true, does not trigger the application of consumer protection provisions.

3. LIMITATION OF LIABILITY OF THE PROVIDER

3.1. Limit of responsibility as to accessibility. The Provider is not liable for ensuring:

- (a) remote accessibility of CERTIFIX©Software through the Internet; in case of non-accessibility of CERTIFIX©Software, the User person has to notify it to the Provider at its e-mail address indicated under "Contacts" on the Access website and the Provider shall make any effort to re-ensure accessibility of CERTIFIX©Software;
- (b) accessibility of data entered into CERTIFIX©Software by a User person within the provided Auxiliary data space pursuant to letter (b) of paragraph 1.3. of these Licence conditions.

3.2. Ongoing changes and modifications of CERTIFIX©Software. The User and the User persons take note that the Provider) may at any time change the structure, the graphics or functionality of CERTIFIX©Software and this may concern also those Corporate structures the User person has already entered into CERTIFIX©Software.

[4. POSSIBILITY TO SEND CALL FOR CERTIFICATION]

[4.1. Possibility to send a request for Certification. If the User or the User person wish that a certain legal person discloses information fully in line with Article 30 paragraph 4 of the AML directive, i.e. that information on beneficial ownership of a certain legal person would be adequate, accurate and up-to date, one or the other may send via CERTIFIX©Software:

- (a) to a selected legal person a call for voluntary Certification, via CERTIFIX © software, of its Corporate structure and/or of its Beneficial Owner (hereinafter the **Direct request**);
- (b) to the Provider a request that the Provider sends to such legal person a call for voluntary Certification, via CERTIFIX © software, of its Corporate structure and/or of its Beneficial Owner (hereinafter the **Indirect request**).

[4.2. Direct request. In case of Direct certification, CERTIFIX©Software generates, through its respective function, an e-mail message for the User which can be sent by the User person via CERTIFIX©Software to the concerned legal person and which contains a request to submit a Certification offer regarding its Corporate structure and/or of its Beneficial owner.]

[4.3. Indirect request. In case of the Indirect request, the User sends via the Main user person through the respective function of CERTIFIX©Software a request to Provider to forward, to the by the User specified or not specified e-mail address of the concerned legal person, a call for voluntary Certification. The Provider informs the User that the legal person referred to in the previous sentence has been granted the appropriate Certification, if such Certification has been granted within six months from the date the Provider had sent the call to this Legal person, and that no later than five days from granting such Certification. In case the Certification is granted by the Provider anytime after the expiry of the given time period of 6 months, the Provider is not obliged to inform the User about this fact and in such case the User has not the right to free up the Auxiliary data space defined in the following paragraph.]

[4.4. Freeing up of Auxiliary data space. Irrespective of the previously allocated basic volume of Auxiliary data space pursuant to letter (b) paragraph 1.3, in case a legal person within a Direct or Indirect request based on an application of a User person pursuant to paragraph 4.1. obtains from the Provider Certification of its Corporate structure evidenced by Certification number within the 6 months referred to in the previous paragraph, then the User obtains, above its Auxiliary data space referred to under letter (b) of paragraph 1.3. accompanying date space of a volume of 0.1 GB (hereinabove and hereinafter **Additional auxiliary data space**); it obtains such Additional auxiliary data space at the moment of the concerned Certification, if such legal person has not received such request from the same or another User or the same or another User person during the preceding 6 months. If the concerned legal person has been by the User person via CERTIFIX©Software at least partially disclosed and received Certification on the basis of Direct or Indirect request according to the previous sentence, the User, including User persons, lose the possibility to enter further data into or otherwise modify the profile of Certified legal person in CERTIFIX© software.]

[4.5. Free access to CERTIFIX©database. With regard to legal persons having been granted Certification pursuant to the preceding paragraph 4.4., the User, including User persons, have the right of view of their certified Corporate structure and Beneficial owners, and that from the moment of their Certification to the moment of their storing in CERTIFIX©database.]

5. POSSIBILITY TO CONCLUDE LINKED AGREEMENTS

5.1. Application for sending an offer to conclude an Agreement on extension of NON.CERTIFIX©Database. The User can at any time, through the Main user person, sent to the Provider an application for an offer to conclude an Agreement on extension of NON.CERTIFIX©Database, the object of which will be disclosing of Corporate structure and/or Beneficial owners of the legal persons specified in the application of the User by the Provider through NON.CERTIFIX©Software on the basis of data accessible from specified publicly available sources.

5.2. Application to send an offer to conclude an Expanded licence agreement to CERTIFIX©Software. The User can at any time, through the Main user person, send to the Provider an application to conclude an Expanded licence agreement to CERTIFIX©Software which can include the following minimum elements with following parameters: duration 12 months at a price of EUR 4,500 excluding VAT. Auxiliary data space up to 500 GB (gigabytes),

the possibility to create administrator accounts with access into Disclosing user accounts and the possibility of their management, minimal accessibility of CERTIFIX©Software, minimal protection against the loss of stored data, possibility to enter data outside the scope of the Open data directive. The User can indicate in its application parameters in excess of the given minimal elements and the Provider shall consequently send to the User, besides the proposal of the Expanded licence agreement to CERTIFIX©Software, also a price proposal corresponding to a licence with such different requested elements or parameters or an announcement that the Provider cannot accommodate such requested parameters or elements. After forwarding an application pursuant to the preceding sentence, the Provider sends to the User the draft of the Expanded licence agreement at its Corporate e-mail address, and, where applicable, with the proposed modified basic price referred to in the preceding sentence and/or modified parameters or elements requested by the User. The Expanded licence agreement to CERTIFIX©Software can be concluded at the moment of receiving financial means corresponding to the price of the licence proposed by the Provider at the account of the Provider or in other manner referred to in the forwarded proposal to conclude the Expanded licence agreement to CERTIFIX©Software].

[5.3. Application to submit an offer to conclude Agreement on extension of NON.CERTIFIX©Database with the option to enlarge NON.CERTIFIX©Database. The User can, together with the application pursuant paragraph 5.4., send to the Provider also an application pursuant paragraph 5.1. In such case, the Provider can also proceed to disclosure pursuant paragraph 5.1. after sending a request to a legal person pursuant paragraph 5.4 and not receiving any answer from it.]

[5.4. Application for sending an offer to present a proposal to conclude an Agreement on extension of CERTIFIX© database. The User can anytime, though the Main user person, send to the Provider an application for an offer to conclude an Agreement on extension of CERTIFIX©Database, the object of which will be making of one or more requests by the Provider to legal persons specified in the application of the User to Certification of these legal persons through CERTIFIX©Software.]

6. PERSONAL DATA PROTECTION

6.1. Entering only the Published data. User persons may enter into CERTIFIX©Software only the data referred to under point (ii) of letter (a) of paragraph 1.3 of these Licence conditions which had been previously published, or should have been published pursuant to the AML Directive, in registries of legal persons or in the records of their beneficial owners kept in the Czech Republic, or in similar foreign public registries or records, including those of arrangements without legal personality (hereinafter only the **Published data**). These Published data include also data obligatorily published by legal persons, or, where appropriate, subjects without legal personality in related collections of legal or similar documents, and, where applicable, those data published at their websites pursuant to the relevant legislation, especially those governing publication of financial documents and statements of legal persons and arrangements without legal personality.

6.2. Entering of non published data. If a User person enters into CERTIFIX © software other data than those indicated in the previous sentence, it must, within three months from the moment of the first storage of such data into CERTIFIX©System:

- (a) proceed to a Direct or Indirect request pursuant paragraph 4.1., or
- (b) forward an application referred to in section 5.2. and conclude without delay the agreement referred to in that section in case that the User has not proceed, through a User person, to a Direct or Indirect request pursuant paragraphs 4.1. or 4.2. and under condition that such call will not lead, within six months therefrom, to a successful Certification of the invited legal person pursuant paragraphs 4.2. or 4.3.;

If the User, including User persons, do not comply even with one of the obligations referred to in the previous sentence, it must, within 3 months from the moment of its violating of this obligation, delete all the concerned data. On expiry of this period, these data shall be deleted by the Provider.

6.3. Modification of one's own personal data. The User person may, if necessary, modify its personal data, it has personally put into CERTIFIX© software pursuant to paragraphs 2.2. (a) and (b) by sending an application to the Provider via the appropriate function of CERTIFIX© Software.

6.4. Further details concerning personal data protection. Further details concerning personal data protection are specified in Principles of personal data protection which are an integral part of these Licence conditions and can be found at www.certifix.eu.

7. TERMINATION OF LICENCE AGREEMENT, INCLUDING THE LICENCE

7.1. Termination of the Licence agreement by the Provider without reason and under one month notice. The Provider may terminate the Licence agreement, which includes termination of the Licence and blocking of access into CERTIFIX©Software for the User and all its User persons, at any time without giving any reason by sending an e-mail message to the Main user person informing about termination of this Licence agreement. The Licence agreement terminates then the last day of the month following the month in which the Provider sent the above mentioned e-mail message.

7.2. Immediate termination of Licence agreement by the Provider on the grounds of a violation of Licence agreement by the User or a User person. The Provider may terminate this Licence agreement, which includes termination of the Licence and blocking of access into CERTIFIX © Software for the User and all his User persons, at any time and immediately after learning about a violation of any provision of this Licence agreement by the User, including any User person, or if the Provider discovers that the conditions for concluding of this Licence agreement or of accession to it have not been fulfilled.

7.3. Absence of communication of the Main user person with the Provider. The Provider may terminate the Licence agreement, which includes termination of the Licence and blocking of

access into CERTIFIX©Software for the User and all its User persons, after the expiry of a period of 10 days from the moment the Provider sent to the Corporate address of the Main user person a message, in which it asks such person to react and this person has not react at such message in the given period of 10 days or when it was not possible to serve the e-mail message of the Provider to the Corporate email address of the Main user person. In such case, the Provider may propose to another Person acting on behalf of the User to become the Main user person pursuant the provisions of paragraph 2.4.

8. FINAL PROVISIONS

8.1. Consent to receiving product offers. By expressing its consent with these Licence conditions, the User and User persons give their consent to receive at their Corporate e-mail address information on changes concerning CERTIFIX©Software as well as offers of one or more products of the Provider relative to transparency of Corporate structures or to tax transparency or responsibility as well as to the verification of conditions of the status of a small and/or medium-size enterprise.

8.2. Further definitions. Terms beginning with a capital letter and not defined in these Licence conditions are defined in CERTIFIX Universal definitions which are an integral part of these conditions and are accessible at www.certifix.eu. For purposes of these Licence conditions:

- (a) Corporate e-mail address is an e-mail address the part of which:
 - (i) before the sign of @ identifies the name and surname of the User person indicated pursuant provisions under letter (a) of paragraph 2.2. and/or its position or function indicated in the User pursuant provisions under letter (b) of paragraph 2.2., and
 - (ii) after the sign of @ clearly identifies the User in a manner verifiable at the User's website;
- (b) AML Directive means Directive (EU) 2015/849 of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended by directive (EU) No 2018/843 of 30 May 2018.
- (c) Directive on open data means Directive (EU) 2019/1024 of 20 June 2019 on open data and the re-use of public sector information as amended.

8.3. Changes to Licence conditions. The Provider may time to time change these Licence conditions. The information on the up-to-date version of these Licence conditions is always provided at the end of these Licence conditions as the final information.

8.4. Applicable law and competent courts. These Licence conditions and this Licence agreement are governed the Czech law and any disputes which may arise shall be resolved by Czech courts.

TXP Association © 21 April 2020 – version 1 [Sections in square brackets, namely sections 4.1.-4.5 and sections 5.3. and 5.4. are not applicable in this version of Licence conditions]