

## Agreement on Providing an Opportunity to Purchase a Domain Name

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter: the "**Act**").

### Contracting Parties

**The Intermediary** is the company **INTERNET CZ a.s.**, Reg. No. 26043319, with its registered office at Ktiš No. 2, Prachatice District, Postcode 384 03, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section B, Insert 1245.

**The Interested Party** is a consumer, an entrepreneur, or a legal entity. Information about the Interested Party or the essential data of the Interested Party were specified in the "Domain Brokerage" service order.

*(The Intermediary and the Interested Party collectively hereinafter as the "**Parties**")*

conclude on the date below this Agreement on Providing an Opportunity to Purchase a Domain Name (hereinafter: the "Agreement").

### 1. Introductory Provisions

- 1.1. The Intermediary is a business corporation offering services mainly in the field of domain sales, domain registration, hosting services, and also in the field of mediation of domain sales and purchases. At the same time, the Intermediary possesses expert knowledge in this field. The Intermediary is entitled to provide its services to the client.
- 1.2. The Interested Party has expressed interest in purchasing the domain name specified in the "Domain Brokerage" service order (hereinafter the "Domain"), which is currently owned by another entity.
- 1.3. The Purchase Price of the Domain, i.e., the price for which the Interested Party will have the opportunity to purchase the Domain, is determined based on negotiations with the owner of the Domain and, for the purposes of this Agreement, is hereinafter referred to as the Purchase Price.

### 2. Subject Matter of the Agreement

- 2.1. By this Agreement, the Intermediary undertakes to exert the necessary effort to provide the Interested Party with an opportunity to conclude an agreement on the transfer of the Domain, the content of which will be the transfer of the Domain name registration to the Interested Party for consideration, under the terms agreed upon in this Agreement (hereinafter the "Mediated Agreement"), and the Interested Party undertakes to pay the Intermediary a contractual fee for its activities under the conditions specified in this Agreement.
- 2.2. For the performance of this Agreement, the Parties shall provide each other with all necessary information as well as the necessary cooperation.
- 2.3. The Parties agree that this Agreement is concluded on an exclusive basis. For the duration of this Agreement, the Intermediary shall be the sole party authorized to carry out activities aimed at facilitating the conclusion of the Mediated Agreement. The Interested Party shall not, without the Intermediary's prior written consent, engage in any parallel negotiations or

enter into any agreement with third parties concerning the acquisition of the Domain, nor shall it directly contact or negotiate with the current owner of the Domain. For the avoidance of doubt, if the Interested Party breaches this obligation and subsequently concludes an agreement for the acquisition of the Domain, such conduct shall not affect the Intermediary's entitlement to remuneration in accordance with Article 5 of this Agreement.

### **3. Rights and Obligations of the Intermediary**

- 3.1. The Intermediary is entitled to be active and mediate similar or identical activities also for the owner of the Domain and is entitled to entrust third parties with this activity.
- 3.2. The Intermediary's activity does not include services other than the Mediation Activity (in particular, it does not include tax, legal, and advisory services), and its remuneration does not include out-of-pocket expenses.
- 3.3. The Intermediary is obliged to communicate to the Interested Party everything that is of significance for its decision-making regarding the conclusion of the mediated agreement. The Intermediary shall prepare and send the Interested Party a market analysis and price estimate including a price proposal (hereinafter referred to as the Proposed Price) based on an analysis of comparable transactions on the market. If the Interested Party approves the Proposed Price, the Intermediary shall initiate negotiations with the owner of the Domain regarding its sale and shall inform the Interested Party of the result.
- 3.4. The Intermediary is obliged to store documents acquired in connection with the Mediation Activity for the Interested Party for the period during which they may be significant for the protection of the Interested Party's interests.
- 3.5. The Intermediary is entitled to transfer the Domain to itself, but is subsequently obliged to sell it to the Interested Party for the Purchase Price.

### **4. Rights and Obligations of the Interested Party**

- 4.1. The Interested Party undertakes to communicate to the Intermediary everything that has decisive significance for it for the conclusion of this Agreement and undertakes to maintain this obligation for the entire duration of this Agreement. The Interested Party shall also provide the Intermediary with such information and data as the Intermediary explicitly requests, as well as the necessary cooperation. The Interested Party undertakes to inform the Intermediary without undue delay after the communication of the Proposed Price whether it is interested in purchasing the Domain for the Proposed Price. If the Interested Party does not approve the Proposed Price without undue delay, the Intermediary has the right to terminate this Agreement without a notice period.
- 4.2. The Interested Party acknowledges and agrees that the Purchase Price is determined based on negotiations with the owner of the Domain and may be higher than the Proposed Price.
- 4.3. The Interested Party is not entitled, for the duration of this mediation agreement, to conclude another mediation agreement with another person with the same subject matter as this mediation agreement – see also the exclusivity reservation within the meaning of paragraph 2.3 of the Agreement.
- 4.4. The Interested Party is not entitled to independently (i.e., without explicit consultation and coordination with the Intermediary) develop its own business activity identical or similar to the Intermediary's activity under this Agreement for the duration of its effectiveness; or rather, if it does so, i.) it will be considered a breach of this Agreement, and ii.) if the result of such activity

by the Interested Party is the conclusion of the mediated agreement, the Intermediary has the right to payment of the contractual remuneration (Part 5 of the Agreement), especially the commission (paragraph 5.3 of the Agreement) – see also the exclusivity reservation within the meaning of paragraph 2.3 of the Agreement.

- 4.5. It is not the obligation of the Interested Party to enter into a contractual relationship with the entity found by the Intermediary. The Interested Party has the right to decide whether or not to enter into a contractual relationship—the mediated agreement—with an entity and under conditions it approves. The Intermediary's right to remuneration under Article 5.4 arises only if the Mediated Agreement is actually concluded for the Purchase Price approved by the Interested Party, which does not affect the Intermediary's right to the lump-sum remuneration under Article 5, point 5.2 of this Agreement.

## 5. Contractual Remuneration and Payment Terms

- 5.1. The Parties agree on the contractual remuneration for the performance of this Agreement in the form of i.) a lump-sum remuneration (paragraph 5.2), ii.) a performance-based commission, iii.) a price for services requested by the Interested Party beyond the scope of performance covered by the lump-sum remuneration (paragraph 5.4), and iv.) reimbursement of the Intermediary's costs (paragraph 5.6).
- 5.2. The Intermediary's lump-sum remuneration (elsewhere in the Agreement also: "lump sum") amounts to the sum specified in the order form and shall be paid within 5 working days from the conclusion of this Agreement. This remuneration is a fee for the commencement of the Intermediary's activity under this Agreement, regardless of the scope of the activity performed and the result achieved, and also serves as a lump-sum compensation for the Intermediary's basic costs for commencing the activity - i.e., compensation for the costs of contacting the owner of the Domain and ascertaining their position (thus not costs within the meaning of Article 3, point 3.2 of this Agreement, and not out-of-pocket expenses under Article 5.6).
- 5.3. The performance-based commission (elsewhere in the Agreement also: "commission") amounts to 18 % (in words: "eighteen percent") of the Purchase Price for the sale of the Domain. This commission may be added to the total billed amount (Purchase Price) for the transfer of the Domain.
- 5.4. The Intermediary's right to a commission arises if the mediated agreement is concluded. This right arises even if the Intermediary is the seller of the Domain. For the avoidance of doubt, the Parties also state that the legal form of fulfilling the purpose of this Agreement is not relevant to the creation of the right to a commission – what is essential is the essence of the subject matter of the Agreement, i.e., the transfer of the Domain name registration to the Interested Party for consideration.
- 5.5. If the Intermediary provides any services for the Interested Party other than the mediation service based on the Interested Party's special request, such performance must be ordered or approved in advance by the Interested Party. The Intermediary shall transfer the costs to the Interested Party in their actual amount. The Intermediary is entitled to issue an invoice for the costs on the last day of the calendar month in which the external services in question were provided to the Interested Party, or when an invoice was issued for them by a third party to the debit of the Intermediary (whichever occurs earlier).
- 5.6. The Interested Party undertakes to reimburse the Intermediary for actual out-of-pocket expenses, while the Intermediary undertakes to notify the Interested Party in advance of their amount and request its opinion before incurring them.

- 5.7. Any contractual remuneration or part thereof under this Agreement is payable cashless, by bank transfer, based on an invoice issued by the Intermediary, provided that the invoice must contain all the requisites of a tax and accounting document. The contracting Parties agree that an invoice in electronic form is sufficient for the purposes of their accounting records.
- 5.8. The invoice due date shall be no less than five (5) days from the date of its issue. Payment shall be deemed made on the date the invoiced amount is credited to the Intermediary's bank account.
- 5.9. The Intermediary shall be entitled to the commission even if the Mediated Agreement is concluded after the termination of this Agreement (for any reason), provided that such agreement is concluded within one (1) year from the date of termination of this Agreement and the seller is the current owner of the Domain and the buyer is the Interested Party or any related party, including, in particular, a family member of the Interested Party or any entity controlled by the Interested Party or such person.
- 5.10. Unless expressly stated otherwise, all parts of the contractual remuneration in this Agreement are stated exclusive of VAT, which will be added to them at the statutory rate.

## **6. Procedure for the Provision of the Service and Conclusion of the Agreement on the Transfer - Sale of the Domain**

- 6.1. Upon execution of this Agreement, the Interested Party shall pay the lump-sum remuneration pursuant to Article 5.2, as specified in the order form, within 5 days from the date of execution. The Intermediary shall not be obliged to commence any activities under this Agreement until such payment has been duly received. If the lump-sum remuneration is not paid in full and on time, this Agreement shall automatically terminate with immediate effect.
- 6.2. After the payment of the lump-sum remuneration, the Intermediary shall commence its activity under this Agreement and shall subsequently communicate the result of the negotiations to the Interested Party, i.e., whether the owner of the Domain agrees to the transfer of the Domain and what price the owner of the Domain requests for its sale.
- 6.3. If the Interested Party approves the Purchase Price of the Domain, the Interested Party undertakes to pay the thus agreed Purchase Price and the Intermediary's commission pursuant to Article 5, point 5.3 of this Agreement (remuneration dependent on the achieved result) on the basis of an issued invoice pursuant to Article 5, points 5.6 and 5.7 of this Agreement. If the Interested Party does not approve the Purchase Price, this Agreement is terminated.
- 6.4. After the payment of the commission from the Purchase Price of the Domain pursuant to Article 5, point 5.3 and the Purchase Price of the Domain, the Intermediary shall ensure the transfer of the Domain name registration to the Interested Party, for which the Interested Party authorizes it. The Intermediary shall also ensure the re-registration of the Domain and shall document these facts to the Interested Party.

## 7. Compensation for Damage and Contractual Penalties

- 7.1. In the event of the Interested Party's default in the payment of the due price or a part thereof, the Intermediary may request a contractual penalty from the Interested Party in the amount of 0.05% of the outstanding amount for each, even commenced, day of default.
- 7.2. The Contracting Parties agree that the maximum amount of harm (incl. damage) that the Intermediary would be obliged to pay to the Interested Party if it caused damage to it, for the entire duration of this Agreement, is limited to an amount equal to the Intermediary's remuneration agreed in paragraph 5.2 of this Agreement. The agreed limitation of compensation for harm does not apply to an Interested Party who is a consumer.

## 8. Duration of the Agreement

- 8.1. This Agreement becomes valid and effective on the day it is signed by the last of the Contracting Parties and is concluded for a fixed period of 3 months. If neither Party delivers a written notice to the other Contracting Party at least five days before the expiration of the effectiveness of this Agreement that it is no longer interested in the continued duration of this Agreement, the Agreement is automatically extended for a further 3 months. This can occur repeatedly. The same extension of this Agreement shall also occur if the Intermediary has notified the Interested Party that the owner of the Domain is prepared to conclude an agreement on its transfer for the approved Purchase Price.
- 8.2. The effectiveness of this Agreement may be terminated or amended by written agreement of the Contracting Parties.
- 8.3. Obligations arising from the duration and performance of the Agreement are effective and enforceable even after the termination of the effectiveness of the Agreement (see in particular, e.g., paragraphs 5.2, 5.3 of this Agreement).

## 9. Special Provisions Concerning the Contracting Party - Interested Party Who is a Consumer

- 9.1. The Interested Party agrees that the Intermediary shall commence the provision of the service under this Agreement immediately after the Lump Sum (lump-sum remuneration pursuant to Article 5.2 of this Agreement) is paid, i.e., before the expiration of the statutory period for withdrawal from this Agreement after its conclusion in the event that it was concluded in the manner pursuant to Section 1829 of the Civil Code, and expressly points out that this extinguishes the right to withdraw from the agreement.
- 9.2. The Intermediary further draws the attention of the Interested Party who is a consumer to their rights and other arrangements set out in Annex 1 to this Agreement, with which the Interested Party agrees.
- 9.3. Annex 2 to this Agreement contains information on personal data protection - GDPR.
- 9.4. In the event of a conflict between certain provisions of this Agreement and the rules and statutory provisions on consumer protection, primarily pursuant to Act No. 89/2012 Coll. and Act No. 634/1992 Coll., as amended, these statutory provisions, which are more favorable to the consumer Interested Party and which serve to their benefit, shall apply to an Interested Party who is a consumer.

## 10. Final Provisions

- 10.1. The rights and obligations of the Contracting Parties arising from the Agreement, their securing, changes, and termination, as well as issues not explicitly regulated by the Agreement, are governed exclusively by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended.
- 10.2. All provisions of this Agreement are confidential, and their communication or disclosure to third parties requires the prior written consent of the other Contracting Party, with the exception of data and information necessary for the proper performance of the Intermediary's obligations under this Agreement and necessary for negotiations with the owner of the Domain.
- 10.3. The Intermediary is entitled to entrust the activity under this Agreement to third parties of its choice and to provide them with all information under this Agreement and information provided to it by the Interested Party.
- 10.4. The participants will communicate all essential facts concerning the performance of this Agreement to each other, namely the Intermediary to the Interested Party to the email provided by them in the "Domain Brokerage" service order and the Interested Party to the Intermediary to the email domain@forpsi.com.
- 10.5. This Agreement is executed in two counterparts in the English language, each of which has the validity of an original, and each of the Contracting Parties shall receive one copy. The conclusion of this Agreement may also be confirmed or signed electronically or simply by confirming the content of this Agreement in the "Domain Brokerage" service order.