

CONTRACT FOR PERFORMANCE OF OFFICE

On the below given day, month and year the following Parties:

- (1) **Leo Express Global a.s.**, Company ID No.: 290 16 002, with registered office at Řehořova 908/4, Prague 3 - Žižkov, post code 130 00, incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 15847, represented by Leoš Novotný, Chairman of the Board of Directors,

(hereinafter “**Company**“)

- (2) **JUDr. Stanislav Knotek**, born on 04.05.1951, Horní Vršava 4468

(hereinafter „**Supervisory Board Member**“)

(The Company and the Supervisory Board Member hereinafter jointly as “**Parties**” and individually as “**Party**”)

entered into in accordance with provision of Section 59 et seq. of the Act no. 90/2012 Coll., on Business Companies and Cooperatives, as amended (hereinafter “**Business Corporations Act**”):

Contract for Performance of Supervisory Board Member Office:

(hereinafter „**Contract**“)

RECITALS

- (A) On 13. 12. 2019 the Company appointed JUDr. Stanislav Knotek, born on 04.05.1951, Horní Vršava 4468, member of the Company Supervisory Board and approved this Contract;
- (B) The Supervisory Board Member agrees with being appointed into office and with performance of Supervisory Board member office and represents he meets any and all requirements set for performing Supervisory Board member office, in particular (i) he has full legal capacity, (ii) he has no criminal record in accordance with the Act no. 455/1991 Coll., on Trading, as amended (hereinafter “**Trade Licensing Act**”), (iii) he is not aware of any legal obstacles to trading, (iv) his property or property of business corporation where he has operated in the past three years as member of a body has not been subject of insolvency proceedings in accordance with a special legal regulation, (v) he was not subject of procedure for exclusion of a business corporation statutory body member from performance of office in accordance with provision of Section 63 et seq. of the Business Corporations Act, (vi) there is no other obstacle related to the Supervisory Board Member preventing performance of office set by legal regulations;

1. SUBJECT MATTER OF CONTRACT

- 1.1 The Supervisory Board Member shall perform duties as a Company control body member. The Supervisory Board Member has rights and obligations entrusted to him in a

position of a joint stock company Supervisory Board Member in accordance with the rule of law of the Czech Republic, Articles of Association of the Company (hereinafter “**Articles**”) and herewith.

2. SCOPE OF AUTHORIZATION OF SUPERVISORY BOARD MEMBER

- 2.1 The Supervisory Board Member is obliged to supervise exercising of powers of the Board of Directors and Company activity in accordance with the principles approved by the Company General Meeting, Articles, applicable laws and hereby.
- 2.2 The Supervisory Board Member shall act with due diligence, necessary loyalty, diligently and with necessary knowledge according to his best awareness and his capabilities, in justifiable interest of the Company, in accordance with the legal regulations of the Czech Republic and instructions and principles approved by the General Meeting
- 2.3 The Supervisory Board Member shall perform his obligations personally and he is not authorized to assign or grant these to a third party. The aforementioned does not apply to eventual authorization of other Supervisory Board member to act for the Supervisory Board Member in the event of his absence in individual case.
- 2.4 Within his office the Supervisory Board Member is authorized in particular to:
 - a) based on decision of the Company Supervisory Board and if the Company Supervisory Board is not capable to fulfill its functions without such decision, inspect all documents and records related to the Company activity and inspect if accounting records are kept duly and reflect reality and if the Company business activity is executed in accordance with legal regulations and Articles;
 - b) assess ordinary, extraordinary and consolidated, eventually interim financial statements and proposal to distribute profit or pay loss;
 - c) attend the General Meeting and speak whenever requested;
 - d) introduce the General Meeting to Supervisory Board activity, if authorized to do so by the Company Supervisory Board;
 - e) provide statements within exercising powers of the Company Supervisory Board related to other fulfillment in accordance with Section 61 (1) of the Business Corporations Act;
 - f) represent the Company before courts and/or other bodies within proceedings against Company Board of Directors member, if determined so by the Company Supervisory Board.

3. REMUNERATION AND BENEFITS OF SUPERVISORY BOARD MEMBER

- 3.1 The Parties agree that performance of Supervisory Board member office is for free.
- 3.2 The Company shall reimburse to the Supervisory Board Member any and all purposeful and necessary costs incurred by the Supervisory Board Member within performing his obligations as a Company Supervisory Board member.
- 3.3 The Company undertakes to conclude liability insurance in favor of the Supervisory

Board Member for the entire period of office performance. The insurance shall cover damage originated in relation to performance of office (hereinafter “**Liability insurance**”). This insurance shall include all claims exercised against the Supervisory Board Member from on the grounds of violation of his obligations within performing Supervisory Board member office, in particular claims raised by shareholders, Company employees, Company creditors or third parties, except for claims excluded from the insurance pursuant to legal regulations or insurance policy. The Company shall select the insurer.

- 3.4 The Company undertakes to pay premium for the Supervisory Board Member for Liability Insurance in the amount and under the conditions set in the insurance policy concluded with s selected insurer.

4. COMPATITION BAN

- 4.1 The Supervisory Board Member acknowledges and explicitly agrees that for the period for which he shall perform Supervisory Board member office he is obliged to comply with competition ban and the Supervisory Board Member in particular undertakes that:

- a) he shall not conduct business in the subject of the Company activity, not even in favor of other parties, neither shall he mediate business transactions of the Company for someone else;
- b) he shall not become a member of statutory body of other legal entity with similar subject of activity or a person in similar position, unless it is a concern;
- c) he shall not take part in business activity of other business corporation as a partner with unlimited liability or controlled person of other person with identical or similar subject of activity.

5. PERSONAL DATA OF SUPERVISORY BOARD MEMBER

- 5.1 The Supervisory Board Member hereby gives approval, in accordance with Section General Data Protection Regulation, as amended, to the Company to process and store his personal data for the entire period of office performance of Company Supervisory Board member as well as for period for which the Company, in accordance with applicable legal regulations, is obliged to store documents related to results of Company economic activity (including but not limited to names, permanent residence addresses, email address, phone number, marital status, birth date, office, information on education, place of office performance, sex and other eventual relevant information related to performance of office of Company Supervisory Board member).

- 5.2 The Company is authorized to process personal data of the Supervisory Board member in particular to use them in the field of human resources, human resources management, operational management, occupational safety and health.

- 5.3 The Supervisory Board Member is obliged to inform the Company of any changes in the personal data provided to the Company without undue delay.

- 5.4 The Supervisory Board Member explicitly agrees in accordance with Section 27 of the Personal Data Protection Act that the above given personal data may be handed over by the Company to other personal data administrator within EU member states, as well as to

third states. Such parties shall provide administration of personal data or shall process personal data in accordance with relevant legal regulations.

6. LIABILITY FOR DAMAGE

6.1 The Supervisory Board Members are liable to the Company for damage caused by violation of their legal obligations or obligations given herein in the scope of generally binding legal regulations jointly and equally.

6.2 The arrangement between the Company and Supervisory Board Member or provisions hereof excluding or limiting liability of the Supervisory Board Member for damage are not taken into consideration.

7. CONTRACT TERMINATION

7.1 This Agreement shall automatically be terminated on the day when the Supervisory Board member stops performing the office of Company Supervisory Board member.

7.2 The Supervisory Board Member office terminates by:

- a) death of the Supervisory Board Member
- b) resignation of the Supervisory Board Member;
- c) removal of the Supervisory Board Member from office by a decision of the Company General Meeting
- d) election of a new Company Supervisory Board member by the Company General Meeting, unless its decision implies otherwise.

7.3 The Supervisory Board Member may resign from his office, however, not at a time unsuitable for the Company. Notice of resignation from office shall be in writing and delivered to the address of the Company registered office or handed over personally at the Company General Meeting. The Supervisory Board member office terminates by lapse of one month following delivery or personal handover of written notice of termination, unless the General Meeting of the Company decides on other date of office performance termination upon request of the Supervisory Board member.

7.4 None of the Parties has right to unilaterally terminate this Contract.

7.5 This Contract may be terminated by written agreement of the Parties.

7.6 The Supervisory Board Member undertakes to return to the Company all documents which the Supervisory Board Member has at his disposal and which are related to the Company and its business matters (in particular contracts, correspondence, accounting records, invoices and powers of attorney) as well as things and valuables pertaining to the Company including data carriers containing information related to the Company activity without undue delay after termination of Supervisory Board member office performance (however at the latest within 10 days following termination of office performance). A handover protocol shall be made to document handover of the above mentioned documents and movables.

8. CONFIDENTIAL INFORMATION

- 8.1 The conditions hereof as well as any information, circumstances or data obtained by the Supervisory Board Member in relation to conclusion or fulfillment of obligations arising herefrom (hereinafter “**Confidential Information**”) are confidential. The Supervisory Board Member may not publish or disclose the Confidential Information to a third Party, if such publishing or disclosure could cause loss to the Company, and the Supervisory Board Member may also not use the Confidential Information for a purpose other than fulfilling his obligations arising herefrom or for the purposes set hereby.
- 8.2 The Supervisory Board Member undertakes not to provide any Confidential Information to a third party, directly or indirectly, for three (3) years following termination hereof.

9. FINAL PROVISIONS

- 9.1 This Contract represents a complete agreement between the Parties regarding the subject matter hereof and it supersedes any and all previous arrangements between the Parties related hereto, whether written, oral or other.
- 9.2 This Contract and all rights and obligations arising herefrom or in relation hereto are subject to the rule of law of the Czech Republic.
- 9.3 This Contract and all conflicts arising herefrom, including conflicts about existence, validity or termination and consequences of invalidity hereof shall be finally decided exclusively by courts in the Czech Republic.
- 9.4 This Contract may be amended solely by written supplements concluded between the Parties based on their agreement and all amendments and supplements hereto are subject to consent of the Company General Meeting. This also applies to waiver of rights herefrom.
- 9.5 Should any provision hereof become invalid or unenforceable, this fact shall not affect validity and enforceability of other provisions hereof.
- 9.6 This Contract is made in two (2) counterparts and each Party shall receive one (1) counterpart hereof.
- 9.7 This Contract becomes valid and effective on the day it is signed by both Parties.

In Prague dated.....

In

Leo Express Global a.s.

JUDr. Stanislav Knotek

Leoš Novotný, Chairman of Board of Directors