

## 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) **Ing. Leoš Novotný**, born on 13 September 1961, residence at Františka Kretze 1378, Uherské Hradiště, Postal Code: 68605

(hereinafter „**The Member of the Board of Directors**")

(The Company and the Member of the Board of Directors 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 Member of Office:

(hereinafter „**Contract**")

### RECITALS

- (A) On 13. 12. 2019 the Company appointed ing. Leoš Novotný, born on 13 September 1961, residence at Františka Kretze 1378, Uherské Hradiště, Postal Code: 68605, member of the Company Board of Directors and approved this Contract;
- (B) The Member of the Board of Directors agrees with being appointed into office and with performance of The Member of the Board of Directors office and represents he meets any and all requirements set for performing the Member of the Board of Directors 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 Member of the Board of Directors preventing performance of office set by legal regulations;

## **1. SUBJECT MATTER OF CONTRACT**

1.1 The Member of the Board of Directors shall perform duties as a Company control body member. The Member of the Board of Directors has rights and obligations entrusted to him in a position of a joint stock company of the Member of the Board of Directors 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 THE MEMBER OF THE BOARD OF DIRECTORS**

2.1 The Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors to act for the Member of the Board of Directors in the event of his absence in individual case.

2.4 Within his office the Member of the Board of Directors is authorized in particular to:

- a) based on decision of the Company Board of Directors and if the Company Board of Directors 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 of the Board of Directors activity;
- e) represent the Company before courts and/or other bodies within proceedings against Company

## **3. REMUNERATION AND BENEFITS OF SUPERVISORY BOARD MEMBER**

3.1 The Parties agree that performance of the member of the Board of Directors office is for free.

3.2 The Company shall reimburse to the Member of the Board of Directors any and all purposeful and necessary costs incurred by the Member of the Board of Directors within performing his obligations as a Company the Member of the Board of Directors.

3.3 The Company undertakes to conclude liability insurance in favor of the the Member of

the Board of Directors 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 the Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors acknowledges and explicitly agrees that for the period for which he shall perform the Member of the Board of Directors member office he is obliged to comply with competition ban and the Member of the Board of Directors 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 THE MEMBER OF THE BOARD OF DIRECTORS**

- 5.1 The Member of the Board of Directors 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 Board of Directors).
- 5.2 The Company is authorized to process personal data of the Board of Directors member in particular to use them in the field of human resources, human resources management, operational management, occupational safety and health.
- 5.3 The Member of the Board of Directors is obliged to inform the Company of any changes in the personal data provided to the Company without undue delay.
- 5.4 The Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors stops performing the office of Company Supervisory Board member.

7.2 The Member of the Board of Directors office terminates by:

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

7.3 The Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors.

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 Member of the Board of Directors undertakes to return to the Company all documents which the Member of the Board of Directors 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 the Member of the Board of Directors 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 Member of the Board of Directors in relation to conclusion or fulfillment of obligations arising herefrom (hereinafter “**Confidential Information**”) are confidential. the Member of the Board of Directors 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 Member of the Board of Directors 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 Member of the Board of Directors 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 .....**

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**Leo Express Global a.s.**

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**Ing. Leoš Novotný**

Leoš Novotný, Chairman of Board of Directors