

Company **Penny Market s.r.o.** (hereinafter referred to as the "**Company**"), Company ID No: **649 45 880**, with **registered office** at Radonice, Počernická 257, post code 250 73, registered in the Commercial Register kept by the Metropolitan Court in Prague, section C, insert 42812,

hereby mentions in advance in relation to its business partners an overview of principles and conditions which the Company follows in negotiating and in concluding contracts, agreements or other arrangements with its business partners, and the respecting of which is expected and required by the Company also on the side of its business partners for the purpose of securing a mutual transparent approach, certainty about negotiated business conditions, interest in business decision-making according to the most advantageous conditions for the Company and for the purpose of avoidance of any misunderstanding:

1. the Company chooses solely a written form of an agreement, contract or any other stipulation as a binding legal act (hereinafter referred to as the "**Contract**"), which is signed by authorized representatives of the Company; until such bindingness of a legal act, no negotiation about the Contract has got so far that conclusion of the intended Contract would appear as highly probable, for an essential thing to the Company - for a careful and professional decision of the Company on conclusion of a contract - may be any detail with regard to sensitive operational, selling or purchasing needs of the Company or with regard to any information provided by the other party in the course of negotiating about the Contract which could not have been taken into consideration by the Company in the earlier course of the evaluation of a business case - therefore the Company reserves a right to terminate - at any time - the course of negotiation about conclusion of the Contract or about its change,
2. each party to the negotiation about the conclusion or a change of the Contract shall bear its costs related to the negotiation about the Contract as well as any other costs expended before the conclusion of the Contract,
3. the Contract is entered into only if it is mutually confirmed in writing that all elements stipulated by relevant legal regulations and elements stipulated by the parties to such legal act were agreed without any deviations or amendments; therefore the Company concludes the Contract only if there is a mutual agreement with respect to the entire content of the legal act, and it excludes acceptance of an offer with an amendment or deviation which changes conditions whether unsubstantially, or not,
4. communication via electronic and other technical devices (especially e-mail communication) is not legally binding as such; such communication is binding only if the parties agree on it,
5. the Company excludes use of (general) business conditions of the party negotiating about the contract, agreement or any other arrangement with the Company,
6. in case of conclusion of the contract on the basis of a public tender with respect to the most appropriate bid, the Company as the announcer reserves a right to refuse all submitted bids and is not obliged to notify an unsuccessful tenderer.
7. all information provided by the parties at the negotiation about the contract is considered confidential and subject to a trade secret unless otherwise announced by the respective party; in case that the intended contract, agreement or any other arrangement is not entered into, each party shall immediately destroy such information provided to it.

**Penny Market s.r.o.**