

ALEEGO GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

- 1.1 ALEEGO s.r.o. issues these ALEEGO General Terms and Conditions (“GTC”) that generally regulate the contractual relationships with businesses into which ALEEGO enters in connections with the use of ALEEGO Platform or the provision of Services to Customers as defined below.
- 1.2 Any deviating arrangements contained in the Agreement (as defined below) shall take precedence over these GTC.
- 1.3 The contractual relationship between ALEEGO and the Customer is also governed by
 - (a) These GTC, the text of which is available at <https://www.aleego.com/>;
 - (b) Provisions of documents to which these GTC may refer; and
 - (c) Provisions of applicable legal regulations.
- 1.4 By creating an ALEEGO account, whether through a mobile device, mobile application or computer you agree to be bound by these GTC. If you do not accept and agree to be bound by all terms of these GTC, please do not use the Services.

2. DEFINITIONS OF TERMS USED

- 2.1 The terms used in these GTC have the following meaning:
 - (a) **Agreement:** an Agreement concluded between ALEEGO and the Customer in any form (including paper or electronic orders).
 - (b) **ALEEGO:** ALEEGO s.r.o., a limited liability company with its registered office at Slapská 2115/1, Strašnice, 100 00 Praha 10, ID No.: 039 45 251, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 261096.
 - (c) **ALEEGO Platform:** An unmanned aircraft services platform, website or other computer programmes (including mobile applications) and related databases provided by ALEEGO to other persons, particularly via the Internet.
 - (d) **Customer:** A business who concluded an agreement with ALEEGO on the provision of Services.
 - (e) **GTC:** these ALEEGO General Terms and Conditions.
 - (f) **Parties:** parties to the Agreement, i.e. ALEEGO and the Customer.
 - (g) **Pilot:** Pilot who concluded an agreement with ALEEGO to provide unmanned aircraft services and who is duly registered as pilot on the ALEEGO Platform.
 - (h) **Project:** A custom project of the Customer presented on the online ALEEGO Platform as a “mission”.
 - (i) **Services:** any ALEEGO service offered and provided within the ALEEGO Platform.
 - (j) **UAV:** shall mean Unmanned Aircraft Vehicle pursuant to applicable legal regulations, in particular pursuant to Regulation L 2, Rules of the Air, Attachment X - UNMANNED AIRCRAFT SYSTEMS.

3. OVERVIEW OF ALEEGO SERVICES

- 3.1 **Drone Services:**

- (a) Provision of an online platform, which will allow the Customers of ALEEGO online to connect with and to reserve Pilots provided by ALEEGO having the relevant equipment, authorizations and insurance tailored to the particular needs of the Customer's Project described and created as a "mission" on the ALEEGO Platform by the Customer;
- (b) Civil works: performing stock surveys, volumetric measurement, 3D models and indicating project progress by automated means,;
- (c) Energy: provision of inspections through UAVs surveys in order to increase safety and health at work while reducing inspection costs, increasing safety and efficiency;
- (d) Agriculture: provision of clear pictures taken by the UAVs and provision of multispectral vision beyond human eyes capabilities in order to, including but not limited to, (i) identify weather or wildlife damages; (ii) help agricultural planning; and (iii) increase the productivity.
- (e) Real estate: provision of enhanced visibility for developers and construction companies in a real estate project in order to provide increased site and property visibility and to improve future planning.
- (f) Renewables: Using U for Solar or Wind Farms Inspection will considerably cut inspection delay and increase the localisation of defective photovoltaic cells or wind turbine.
- (g) Provision of possibility of creating a Customer's "mission" by
 - (i) providing relevant Customer's data and information through the ALEEGO Platform to ALEEGO;
 - (ii) defining the road map of the Customer's "mission" and posting the "mission" on the pilot dashboard in the ALEEGO Platform;
 - (iii) acceptance of the "mission" by the Pilot;
 - (iv) sending the flight request to the Czech Civil Aviation Authority ("CAA") for approval; and
 - (v) posting a relevant non-binding financial estimate of the costs of the "mission" to the Customer.
- (h) Provision and processing of a set of precise aerial photographs to the Customers in order to decrease project costs and to deliver precise data.
- (i) Processing of the data collected during the flight to an overview report, which is then forwarded to the Customer by a technician of ALEEGO.

3.2 Further specification of the Orion tethered UAV system used by ALEEGO may be found at <https://www.aaleego.com/>.

4. LIABILITY FOR THE CONTENT OF PRESENTED INFORMATION

4.1 Through the ALEEGO Platform, Customers are obliged to present:

- (a) Only such information that does not cause any harm to third parties and ALEEGO; and
- (b) Clear and sufficiently specific information that, in particular, does not give rise to a false impression of the nature of a particular Project.

4.2 The Customer that has stored the information on the Project in the ALEEGO Platform shall be responsible for the content thereof. The Customer hereby expressly agrees that ALEEGO will retain information on data entry in the ALEEGO Platform enabling unambiguous identification of a specific Customer.

4.3 Information obtained in accordance with the Agreement can be used by ALEEGO to resolve any dispute with the Customer resulting from the disclosure of false information or to prevent the use of ALEEGO Platform by the Customer that has disclosed information

contrary to these GTC.

5. HANDLING OF PRESENTED INFORMATION

- 5.1 ALEEGO is entitled to review the content of information provided by the Customer.
- 5.2 ALEEGO is not obliged to provide the Services if the Project or the information provided to ALEEGO by the Customer contain information that are in conflict with laws of the Czech Republic, general ethical rules, public order or accepted principles of morality. In this case, ALEEGO is entitled to terminate the provision of Services to the Customer and terminate the Agreement without notice.

6. SUBMISSION OF INFORMATION AND STARTING DATE OF SERVICES

- 6.1 Customers are required to submit information to ALEEGO at their own expenses and at their own responsibility. Information are accepted electronically through the ALEEGO Platform, unless agreed otherwise.
- 6.2 The starting date of the provision of Services by ALEEGO will be indicated in a separate order or agreed in the Agreement.
- 6.3 If required by the ALEEGO Platform, the Customer is obliged to register with the ALEEGO Platform before ALEEGO starts to provide the Services.
- 6.4 The Customer shall use the Services solely for its own needs.

7. USING ALEEGO PLATFORM

- 7.1 The access to the Customer's account in ALEEGO Platform is protected by login data.
- 7.2 The Customer shall not:
 - (a) Attempt to access parts of ALEEGO Platform to which it was not explicitly granted access by ALEEGO;
 - (b) Use ALEEGO Platform in a way that is contrary to the purpose of the GTC and the Agreement.
- 7.3 The Customer shall inform ALEEGO about all security deficiencies of ALEEGO Platform detected when using the ALEEGO Platform.
- 7.4 The Customer shall also:
 - (a) Prevent any sharing of login details with third parties;
 - (b) Protect the login details, and
 - (c) Prevent the misuse of the login details.
- 7.5 The Customer shall immediately notify ALEEGO of any unauthorised use of login details or misuse of such details. ALEEGO is not liable for any misuse of the Customer's login details or for any damage and claims of third parties arising from the breach of the above-mentioned obligations of the Customer.

8. CONFIDENTIALITY

- 8.1 The Parties undertake to keep the content of confidential information. Confidential information shall mean any information and data that the Parties obtain in direct or indirect relation to the negotiation regarding mutual cooperation, in particular, all data, drawings, films, documents, computer media, business and payment terms, graphic designs and information of all kinds and forms, tangible and intangible, which are mutually provided by the Parties in writing or orally within the ALEEGO Platform or otherwise for the purpose of mutual cooperation. Confidential information shall also mean all information on the Customer, know-how and other matters of the Parties that are not publicly available

and known and are subject to business secrecy. Any press release or public announcement regarding the mutual cooperation shall be subject to the prior written approval of ALEEGO.

8.2 The Parties undertake not to disclose such confidential information to any third party and to take measures to prevent third parties from having access to such information. The provisions of the previous sentence shall not apply to confidential information:

- (a) to the publication of which is ALEEGO entitled or obliged in connection with the Agreement;
- (b) which has been a matter of public domain as of the date of the disclosure thereof;
- (c) which has become or will become publicly known or available otherwise than through the breach of the obligations of either of the Parties, their employees, advisers or consultants resulting from the Agreement;
- (d) which has been disclosed based on an obligation resulting from the generally binding legal regulations or a final decision of courts or public authorities (e.g. Police of the Czech Republic);
- (e) to the disclosure of which the relevant Party gave its express consent to the other Party.

8.3 The confidentiality obligations shall persist regardless of the duration of the Agreement.

8.4 ALEEGO hereby undertakes not to disclose any confidential information related to the Customer beyond the provisions on confidentiality pursuant to Article 8.1 of GTC and collect, gather, keep, disseminate, make available, process or use any confidential information, or combine the same with other information, in any manner without legal title or contrary to the Customer's directions. ALEEGO undertakes to forward to the Customer without undue delay any confidential information ALEEGO may come into contact with beyond his regular work for the Customer, and, in the period ALEEGO handles the confidential information, to ensure that the same is sufficiently protected against any loss, theft, destruction, unauthorised access or accidental or other damage or other unauthorised use or processing.

8.5 If confidential information related to the Customer needs to be disclosed to a third party, ALEEGO undertakes to ensure that the third party will be bound by the confidentiality obligations to the same extent as ALEEGO.

8.6 ALEEGO shall observe common security standards in respect of computer virus risks and computer network protection. ALEEGO acknowledges its obligation to comply with all legal obligations related to data protection and business secrecy.

9. AGREEMENT

9.1 ALEEGO accepts orders from its Customers based on which it provides the Customers with Services. A duly completed order shall be considered a draft Agreement which becomes binding at the moment of its delivery to ALEEGO.

9.2 The Customer sends its orders for Services primarily by creating a mission completing and sending an electronic order form that is available in ALEEGO Platform.

9.3 ALEEGO reserves its right to refuse the order if:

- (a) it was placed by the Customer that has previously breached its obligations arising from GTC or the Agreement;
- (b) the execution of such order would be in conflict with the relevant applicable legal regulations, principles of fair business practice, accepted principles of morality or public order.

9.4 If ALEEGO does not refuse the order pursuant to Article 9.3 of GTC, it will start providing the Services according to the information specified in the order. The provision of the

Service shall start without undue delay, unless the order indicates a later starting date.

9.5 The Agreement is concluded:

- (a) by confirming the Customer's order, if the Customer expressly requested such confirmation;
- (b) implicitly at the moment of commencement of the provision of Services in accordance with the Customer's order and other binding information constituting the content of the Agreement.

9.6 By entering into the Agreement, the Customer agrees:

- (a) with the terms of the provision of Services under these GTC and the Agreement;
- (b) with the limitations resulting from the technical possibility of the Internet and ALEEGO Platform environment;
- (c) with the content of the Agreement, in particular with the GTC.

10. PRICE FOR SERVICES, INVOICING

10.1 For the Services provided, the Customer shall pay ALEEGO the price according to the order.

10.2 The price shall be due based on the tax document (invoice). In accordance with Act No. 235/2004 Sb., on value-added tax, as amended, ALEEGO shall issue an invoice for the Customer within fifteen (15) day of the date of conclusion of the Agreement. The invoice is payable on the fourteenth (14th) day of the invoice date, unless the Parties demonstrably agreed otherwise.

10.3 In the case of the provision of the Service, the taxable supply shall be deemed rendered on the day of the provision or the day on which a tax document is issued, with the exception of instalment or payment schedule, or a payment receipt, whichever may be earlier. For the purposes of determining the date of taxable supply pursuant to Section 21 (3) of Act No. 235/2004 Sb., on value-added tax, as amended, the Services specified in Article 3 of the GTC shall be deemed provided on the first day of their provision by ALEEGO.

10.4 The Customer is not entitled to a refund of the price paid or a discount on the price for reasons not exclusively attributable to ALEEGO.

10.5 ALEEGO reserves its right to make the commencement of the provision of Services a subject to the payment of a deposit in a specified amount and in a specified manner.

10.6 If the Customer is in default with the payments of the price or any part thereof for more than fourteen (14) calendar days, ALEEGO shall be entitled to interrupt the provision of the Services until the price is fully paid by the Customer. The provision of Services will be resumed immediately after crediting the amount due to the ALEEGO account. The Customer is not entitled to an extension of the duration of the provision of the Services by the period for which the provision of the Services was suspended, and is not entitled to any discount or other reduction in the agreed price for the Services.

10.7 The Customer agrees that tax documents (invoices) will be issued electronically.

10.8 The Customer agrees to promptly update his identification and contact personal data on the ALEEGO Platform, including e-mail address, credit card number and expiration date, so that ALEEGO can complete the transactions and contact the Customer as needed.

11. TERMINATION OF AGREEMENT AND SANCTIONS

11.1 The Agreement between the Customer and ALEEGO may be terminated:

- (a) upon the expiry of the period for which the Agreement was concluded, if such period is specified in the order or the Agreement;

- (b) by the withdrawal from the Agreement in accordance with Article 12 of the GTC;
- (c) by agreement of ALEEGO and the Customer.

11.2 If the Customer is in default with the payment of the price for Services, ALEEGO is entitled to charge the Customer the statutory default interest on the outstanding amount.

11.3 The obligation to pay sanctions shall be without prejudice to the obligation to compensate for damage in full.

11.4 Even after the termination of the Agreement, ALEEGO is obliged to meet its obligations arising from the relevant legal regulations governing the obligations related to personal data protection, particularly to prevent any unauthorised use of personal data until they are transferred to the Customer or a third party designated by the Customer according to the Customer's instructions, or until the data are safely disposed of.

11.5 Upon the termination of the contractual relationship established under the Agreement, ALEEGO is obliged to terminate the personal data processing, except for the acts that are necessary to comply with the applicable legal regulations governing the obligations related to personal data protection.

12. WITHDRAWAL FROM THE AGREEMENT

12.1 ALEEGO is entitled to withdraw from the Agreement if:

- (a) the information and materials provided by the Customer are in conflict with legal regulations, good morals, public order etc.;
- (b) the Customer is in default with the payment of any of its debts to ALEEGO;
- (c) the Customer damages the reputation of ALEEGO;
- (d) the Customer substantially breaches the Agreement.

12.2 The Customer is entitled to withdraw from the Agreement only in the case of a material breach of the obligations by ALEEGO. A material breach shall, in particular, mean a breach of ALEEGO obligations due to which the provisions of Services by ALEEGO are demonstrably completely suspended for more than twenty (20) consecutive business days in full, except where the suspension is due to force majeure.

12.3 The withdrawal from the Agreement shall only have future effects.

13. INDEMNITY

13.1 The Customer agrees to indemnify, defend and hold harmless ALEEGO and its directors, employees and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party arising out of or in connection with:

- (a) your use of the Services;
- (b) your breach or violation of the Agreement or any of these GTC;
- (c) ALEEGO's use of Customer's information placed on the ALEEGO Platform; or
- (d) your violation of any legal regulation or the rights of any third party.

14. DAMAGES

14.1 ALEEGO is not liable for any damage caused by the operation of a means of transport, force majeure or damage caused by a product defect.

14.2 In case of damage caused by a thing, if the UAV causes damage by itself, the Pilot who should have had supervision over the UAV, shall pay compensation for the damage.

14.3 Force majeure is deemed to mean a temporary or permanent, extraordinary, unforeseeable and insurmountable obstacle arising independently of ALEEGO's will. In the event

of force majeure on the part of ALEEGO, ALEEGO shall notify the Customer of the situation and its cause without undue delay. Unless agreed otherwise, ALEEGO will continue to fulfil its obligations arising from the contractual relationship to the extent of its best abilities and capabilities, even through available alternative means to meet its contractual obligations.

- 14.4 The liability of ALEEGO for damage in connection with the concluded Agreement shall be limited to the amount paid by the Customer for the Services under the Agreement. ALEEGO is not obliged to compensate the Customer for damage that could not be anticipated at the time of the conclusion of the Agreement.

15. REPRESENTATIONS AND WARRANTIES

15.1 ALEEGO hereby represents and warrants that:

- (a) ALEEGO and the Pilot shall at all times comply with all applicable local, national, European, and international laws and regulations, including but not limited to Act No. 49/1997 Coll., on civil aviation and amending Act No 455/1991 Coll., on trade licensing (Trade Licensing Act) as amended, as amended (Air law), Act No. 310/2006 Coll. on Security Material Treatment, Act No. 258/2000 Coll. on Protection of Public Health, Act No. 356/2003 Coll. on Chemical Substances and Agents, Act No. 185/2001 Coll. on Waste Treatment, Act No. 133/1985 Coll. on Fire Protection, Act No. 245/2001 Coll. on Water Resources, Act No. 17/1992 Coll. on Environment Protection, the Opinion of the Office for Personal Data Protection No. 1/2003, any applicable laws with regard to privacy and the terms of relevant authorizations issued by the CAA related to the operation of UAV and the use of the Services.
- (b) It is the sole obligation and responsibility of the Pilot to report any aircraft accidents, incidents or serious incidents or other reportable mishaps (“**Incident**”) pursuant to relevant applicable legal regulations to the appropriate public authority, including but not limited to the CAA.
- (c) The Pilot is further obliged to inform ALEEGO about every Incident without undue delay but not later than 24 hours after the occurrence of such Incident. The Pilot, after informing ALEEGO, continues to be obliged to provide maximum assistance in dealing with the Incident and/or in adopting measures to mitigate any potential adverse effects and to prevent similar occurrences in the future.
- (d) The Pilot shall be obliged to observe a safe distance during flight from a congested area, from people, vehicles and construction, from airports, from other air traffic and environmentally protected areas. The safe distance, if not specifically stated by the rules of the air, means such a horizontal distance which ensures that even under emergency conditions no threat is posed to the safety of air navigation, persons and property on the ground and to the environment.
- (e) The Pilot is prohibited from operating within restricted or prohibited airspace zones, including but not limited to the zones, which can be found on the following website: <http://aisview.rlp.cz/>.

- (f) Unless the CAA approves otherwise, pursuant to the prior consent of the appropriate administrative authority or delegated person, the UAV flight shall not be conducted within the buffer zones defined by relevant legislation along the surface traffic structures; along the routes of surface distribution systems; along the routes of surface telecommunication networks; inside specifically protected areas; in the vicinity of water resources; in the vicinity of the objects important for national defense. Above these zones the UAV flight may be conducted only in a manner ensuring that the buffer zone will not be intruded even under emergency conditions. ALEEGO and the Pilot are aware the operation of UAV in Prague would most probably collide with LKR9 Restricted area (area covering most of Prague) and possibly with LKP1 Prohibited Area (area around Prague Castle, Charles Bridge, Vltava river).
- (g) The UAV flight may be conducted in class G airspace only clear of clouds and in other airspace class only in a minimum distance from clouds 1500 m horizontally and 300 m vertically.
- (h) ALEEGO will conduct all the remote scouting and due diligence needed for an accurate quote and initial site assessment for a successful provision of Services.
- (i) ALEEGO will ensure all necessary permits or authorizations from land owners, where necessary.
- (j) ALEEGO and the Pilots are not in control of adverse weather conditions; the Customer acknowledges that in case of adverse weather conditions, including but not limited to rain, snow, wind, hail, storm or high or low temperatures, ALEEGO shall not be held liable for the Services performed.

15.2 ALEEGO hereby further represents and warrants that:

- (a) ALEEGO and the Pilots have obtained and maintain all necessary authorizations, licenses, consents, examinations, exemptions, certificates and permits of any kind necessary for the unmanned aircraft operation in the territory of the Czech Republic and for the provision of the Services.
- (b) ALEEGO requires the Pilots to provide ALEEGO with proof of all necessary authorizations, licenses, consents, examinations and permits of any kind necessary for the unmanned aircraft operation in the territory of the Czech Republic and for the provision of the Services upon request.
- (c) The Pilots are ultimately in control of UAV operations and flight safety.
- (d) The Pilots when performing the Services
 - (i) will not be affected by or under the influence of alcohol, but in no case within eight (8) hours after the consumption of any alcoholic beverage;
 - (ii) will not use any drugs that would adversely affect their ability to perform required duties.

16. INSURANCE

- 16.1 ALEEGO represents that the Services supplied under the Agreement comply with the minimum level of insurance requirements set forth by the relevant applicable legal regulations, including but not limited to Regulation (EC) 785/2004 on insurance requirements for Air Carriers and Aircraft Operators and Regulation L 2, Rules of the Air, Attachment X - UNMANNED AIRCRAFT SYSTEMS.
- 16.2 The Customer is entitled to require from ALEEGO the provision of a copy of the insurance agreement as well as the insurance policies.

17. INTELLECTUAL PROPERTY

- 17.1 The Customer is not entitled to use ALEEGO Platform or parts thereof otherwise than for its own (internal) use, it is particularly prohibited to spread and copy them or otherwise technically process them without the demonstrable consent of ALEEGO. The Customers are also prohibited from tampering in any way with the technical means or contents of ALEEGO's website.
- 17.2 Uploading, saving or printing materials and the Customer reports stored in ALEEGO Platform is only allowed for the Customer's own private (internal) purposes, and the materials thus obtained shall not be further distributed in any way. Any other mechanical or electronic reproduction or modification of the Customer reports without the prior written consent of ALEEGO is prohibited.
- 17.3 All documents, information and facts that ALEEGO delivers or otherwise communicates to the Customer are the property of ALEEGO.
- 17.4 ALEEGO does not claim any ownership rights in the Customer's content placed on the ALEEGO Platform. When the Customer posts content to the ALEEGO Platform, the Customer grants ALEEGO a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) license to exercise any and all copyright, trademark, other intellectual property, publicity, and database rights that the Customer has in his content, in any media known now or in the future. The Customer agrees to allow ALEEGO to use, modify, change, store, publish, merge with another work or incorporate it into a collective work, including translation, or re-format the content on the ALEEGO Platform and display the content in any way ALEEGO chooses in its sole discretion.

18. COMMUNICATION

- 18.1 Any notices and other communication between ALEEGO and the Customer shall be in writing and can be delivered in person, by courier, by registered post, or by e-mail. The contact details of ALEEGO are as follows: Slapská 2115/1, Strašnice, 100 00 Praha 10; e-mail: info@aleego.com.

19. GOVERNING LAW, AGREEMENT ON JURISDICTION

- 19.1 The Parties agree that their legal relationship shall be governed by the law of the Czech Republic.
- 19.2 The Parties hereby agree that any conflicts between them shall be subjected to the exclusive jurisdiction of the courts of the Czech Republic, and the court of local jurisdiction shall be the general court of ALEEGO or the regional court in the region where the general court of ALEEGO is located.

20. FINAL PROVISIONS

- 20.1 ALEEGO is entitled to unilaterally amend or supplement these GTC, as well as other contractual terms contained in the Agreement, to the appropriate extent if there is a reasonable need to amend them. In this case, ALEEGO is obliged to inform the Customer about the effective date of the new terms affected by the amendment and notify the Customer of these new terms affected by the amendment well in advance, but no later than within fifteen (15) days, in an appropriate manner (primarily, but not exclusively, via e-mail). The appropriate extent shall mean the change to any of the provisions of the GTC, as well as other documents to which these GTC may refer.
- 20.2 Should any provision of these GTC be or become invalid, void or unenforceable, this fact shall not affect the validity and enforceability of the other provisions of the GTC. The Parties undertake to replace such provisions by valid and enforceable provisions that will be consistent with the meaning and intent of the invalid or unenforceable provisions.

- 20.3 If the Customer does not agree with the terms announced by ALEEGO pursuant to Article 20.1 of the GTC, the Customer is entitled to terminate the Agreement by delivering a written disagreement within fifteen (15) days of the receipt of the ALEEGO notification. In this case, the Agreement will be terminated on the effective date of the new terms affected by the amendment, or on the date on which the Customer's disagreement is delivered to ALEEGO, whichever comes first.
- 20.4 These GTC are valid and effective from 15 October 2018. For Customers who concluded an Agreement with ALEEGO prior to the effective date of these GTC, these GTC shall apply upon expiry of the 30 day term from the notification of a change of these GTC.

ALEEGO s.r.o.