

## **General Terms and Conditions for Contractual Relationships with Cooperating Persons**

### **I. Introductory Provisions**

- 1.1. These General Terms and Conditions (hereinafter referred to as the “GTC”) govern the rights and obligations in all legal relationships established between Folk & Milk Studios s.r.o., having its registered office at Klemensova 4, 811 09 Bratislava, Company ID No.: 36 768 138, incorporated in the Companies Register of the Bratislava I District Court, Section: Sro, File No.: 45599/B, (hereinafter referred to as the “Company”) and persons cooperating on the basis of a legally binding relationship with the Company in the conduct of its business (hereinafter referred to as the “Cooperating Person(s)”) and providing the Company with contractually specified services and/or deliverables (hereinafter referred to as the “Services and Deliverables”).
- 1.2. For the purposes of the GTC, Cooperating Persons shall be understood to mean natural and legal persons, regardless of their legal status, domicile or the nature of their activities, in particular:
  - 1.2.1. persons conducting business based on a trade licence,
  - 1.2.2. persons conducting business under special legal regulations,
  - 1.2.3. persons performing unique creative intellectual activities whose results are perceptible by the senses, regardless of their form, content, quality, purpose, expression or degree of completion,
  - 1.2.4. persons pursuing activities which are not a trade or business activity.
- 1.3. These GTC form an integral part of each cooperation agreement, mandate agreement and/or other type of contract the subject matter of which is the provision of Services and Deliverables, made between the Company and the Cooperating Persons in written or oral form (hereinafter referred to as the “Agreement”). In order for any terms varying from the GTC or additional terms agreed between the Company and the Cooperating Persons in the Agreement to enter into force and effect, such terms must be in written form.

### **II. Conclusion of the Agreement**

- 2.1. Before concluding the Agreement, the Company and the Cooperating Person shall agree on the essential terms of the Agreement, such terms being in particular:
  - 2.1.1. specification of Services and Deliverables,
  - 2.1.2. the fee for Services and Deliverables (hereinafter referred to as the “Fee”),
  - 2.1.3. the term for which the Agreement is concluded,
  - 2.1.4. manners and reasons for its termination,
  - 2.1.5. any special contractual arrangements not stipulated by the GTC and/or agreed by the Parties differently from the GTC.
- 2.2. The Cooperating Person shall provide the Company with the required identification data, in particular:
  - 2.2.1. for a natural person - non-entrepreneur, first name and surname, date of birth and permanent address,

- 2.2.2. for a natural person - entrepreneur, first name and surname, date of birth, business identification number, Tax ID No./VAT ID No., permanent address and, if appropriate, place of business, and specification of registration in the respective register of entrepreneurs,
- 2.2.3. for a legal entity, (business) name, Company ID No., Tax ID No./VAT ID No., registered address, and specification of registration in the respective register.
- 2.3. The Agreement, the subject matter of which is the provision of Services and Deliverables, shall be deemed to have been concluded at the moment of the mutual acceptance of its draft, i.e. at the moment when the Company and the Cooperating Person accept it at the same time, or at the moment when it is also accepted by the other Party (the Company or the Cooperating Person). The Agreement may be concluded in writing or orally/by express manifestation of will; in case of any doubt or discrepancy concerning the specific contractual terms of the Agreement concluded orally, the opinion of the Company is decisive.

### **III. Subject matter of the Agreement - Services and Deliverables**

3.1. The Agreement may be concluded as:

- 3.1.1. a contract for the provision of specifically agreed Services and Deliverables
- The Cooperating Person is obliged to provide and/or repeatedly/continuously provide the Company with the Services and Deliverables defined/specified in the Agreement;
- 3.1.2. a framework agreement for the provision of a certain agreed type of Services and Deliverables
- The Cooperating Person is obliged, upon request, to provide and/or repeatedly/continuously provide the Company with the Services and Deliverables as individually and specifically defined/specified in the Company's individual orders (hereinafter referred to as the "Order(s)").

3.2. The Company's Order shall define/specify the specific Services and Deliverables to be provided by the Cooperating Person, the time limit/deadline for and the manner/form of performance and delivery of the Services and Deliverables, and the fees payable to the Cooperating Person. The Order shall become mutually binding at the moment of its acceptance by the Cooperating Person in express or implied form.

3.3. If the Company and the Cooperating Person agree, in the respective Order, on any terms varying from the terms/provisions of the Agreement and/or the GTC, the rights and obligations set forth in the respective Order shall prevail over the provisions contained in the Agreement and/or the GTC.

### **IV. Fee and Payment Terms**

4.1. The Cooperating Person shall be entitled to a Fee for the Services and Deliverables provided in a due and timely manner. The Fee also includes the Cooperating Person's remuneration for creating and/or granting consent to the use of the outcome(s) of Services and Deliverables that shall be protected as a work(s) of authorship and/or other object(s) of industrial/intellectual property (hereinafter referred to as the "Licence"), and the right to transfer/assign the Licence or the individual rights attaching thereto to third parties (hereinafter referred to as the "Sublicence")

unless otherwise agreed between the Parties in the Agreement or the Order. If the Fee includes a fee for granting the Licence or the Sublicence and its amount respects the requirements and conditions of Act No. 185/2015 Coll., the Copyright Act, as amended, it shall, therefore, be considered by the Parties to be fair and appropriate to the manner, extent, purpose and time of use of the work(s) of authorship and/or other object(s) of industrial/intellectual property, which the Cooperating Person accepts without reservation by concluding the Agreement, confirming the Order and/or accepting the GTC.

4.2. The amount of the Fee, the method of its payment and any other payment terms shall be as agreed between the Parties in the Agreement and/or the Order. Payment of the Fee or any part thereof means the receipt by the Cooperating Person of the amount paid in cash and/or the crediting of a non-cash payment to the account specified by the Cooperating Person.

4.3. The Cooperating Person shall become entitled to the Fee at the moment when the respective Services and Deliverables are accepted by the Company without any reservation/comment/complaint unless the Parties agree otherwise. In the event that the Cooperating Person fails to provide and/or deliver the Services and Deliverables duly (wholly and free of defects) and in time, the Company may:

4.3.1. refuse to accept the Services and Deliverables provided

- in this case, the Cooperating Person shall not be entitled to the payment of any Fee or reimbursement of any costs incurred by the Cooperating Person in connection with the performance of the subject matter of the Agreement;

4.3.2. request that the provided Services and Deliverables be rectified/modified/supplemented/completed

- in this case, the Company may commensurately reduce the Cooperating Person's entitlement to payment of the Fee, which the Cooperating Person accepts without reservation by the factual delivery of rectified/modified/supplemented/completed Services and Deliverables to the Company; or
- the Company shall, at its sole discretion, acknowledge the Cooperating Person's entitlement to, and pay the latter, the Fee in the (originally) agreed amount for the provided Services and Deliverables additionally rectified/modified/supplemented/completed.

4.4. The Company shall pay the Fee to the Cooperating Person:

4.4.1. in the event of the Cooperating Person (natural or legal) having the status of a non-entrepreneur, on the basis of the respective Agreement and/or Order within twenty (20) days of the calendar month following the calendar month in which the Cooperating Person became entitled to payment of the Fee;

4.4.2. in the event of the Cooperating Person (natural or legal) having the status of an entrepreneur, on the basis of a tax document (invoice) complying with all the statutory requirements issued by the Cooperating Person, within fourteen (14) days of its receipt by the Company, unless otherwise agreed between the Company and the Cooperating Person.

4.5. Upon agreement with the Cooperating Person, the Company shall deduct from the Fee a contribution to the respective artistic fund and make a deduction of income tax pursuant to special

regulations, provided that the nature of the Services and Deliverables or of the outcomes thereof so requires.

- 4.6. Apart from the entitlement to the payment of the Fee, the Cooperating Person shall not be entitled to the reimbursement of any costs related to the Agreement and the subject matter of its performance/provision of Services and Deliverables unless otherwise agreed by the Parties.

## **V. Rights and Obligations of the Parties**

5.1. The Cooperating Person is obliged to provide the Services and Deliverable specified in the Agreement and/or the Order at its own expense and on its own responsibility, duly and in time act and proceed with due professional care and at the required professional level, respecting generally mandatory legal regulations, moral rules, good morals and fair business practices, and with the use of devices, equipment and material supplies as agreed by the Parties.

5.2. The Cooperating Person is obliged to create and provide the Services and Deliverables specified in the Agreement and/or the Order in such a manner that such Services and Deliverables or the outcomes thereof do not contain any information that unlawfully infringes or might infringe the rights or legitimate interests of third parties or might be contrary to law and/or good morals, or might be considered indecent or offensive (i.e. offending a human race or ethnicity, religious or political beliefs, promoting any discrimination), or which might be harmful to the Company's renown or reputation. The Cooperating Person is liable for any potential violations of the rights and/or legitimate interests of third parties and/or of the Company and/or damage caused in direct and/or indirect connection with the performance of the subject matter of the Agreement and/or the Order by the Cooperating Person, and is obliged to satisfy all claims of the affected entities and fully compensate for the damage caused even if the Company is designated as the primarily responsible/liable entity.

5.3. In performing the subject matter of the Agreement and providing the Services and Deliverables, the Cooperating Person is obliged to comply with the Company's instructions, requirements and suggestions (including the time limits/deadlines set by the Company for the performance of the subject matter of the Agreement and/or the Order) and in accordance with its interests, which are or must be known to the Cooperating Person. The Cooperating Person is obliged to notify the Company of all information and circumstances that the Cooperating Person may become aware of in the performance of the subject matter of the Agreement and/or the Order and which might entail change of the Company's instructions, requirements and/or suggestions and/or result in damage. In the performance of the subject matter of the Agreement and/or the Order, the Cooperating Person may derogate from the Company's instructions, requirements and/or suggestions only if respecting/compliance with such instructions, requirements and/or suggestions would objectively result in harm to the Company's rights and interests and/or the rights of third parties and/or would cause damage, and the Cooperating Person cannot obtain the Company's prior consent to such action in good time.

5.4. When providing the Services and Deliverables, the Cooperating Person is obliged to act and proceed in the best interest of the Company and to do so in accordance with the Agreement and/or

the Order so as to fully protect/preserve the Company's rights and legitimate interests, reputation and renown. A breach by the Cooperating Person of the obligation under the previous sentence shall be deemed a material breach of the Agreement and/or the Order, entitling the Company to withdraw from the Agreement and/or the Order and claim from the Cooperating Person a contractual penalty of EUR 10,000 (in words: ten thousand euros) for each individual breach, unless another contractual penalty is agreed in the Agreement and/or the Order; the payment of a contractual penalty shall not affect Company's claim for damages.

5.5. The Cooperating Person is not entitled in any way to act on behalf and for the account of the Company; to bind the Company or make statements, execute legal acts or carry out activities that are not related to the Company's business and the performance of the Agreement and/or the Order, or affect or interfere in any way with the Company's status as an entrepreneur, nor may the Cooperating Person on any account use the Company's business name or that of its clients or third parties that the Company cooperates with, except with the Company's prior written consent. Any breach by the Cooperating Person of the obligation under the previous sentence shall be deemed a material breach of the Agreement, entitling the Company to withdraw from the Agreement and/or the Order and claim from the Cooperating Person a contractual penalty of EUR 10,000 (in words: ten thousand euros) for each individual breach, unless another contractual penalty is agreed in the Agreement and/or the Order; the payment of a contractual penalty shall not affect Company's claim for damages.

5.6. The Cooperating Person is obliged to ensure the performance of the subject matter of the Agreement and/or the Order:

5.6.1. in the case of a natural person (entrepreneur or non-entrepreneur), solely on their own;

5.6.2. in the case of a legal entity, solely through a natural person designated in the Agreement and/or the Order who is responsible for the performance of the subject matter of the Agreement and/or the Order;

unless the Company grants the Cooperating Person prior consent to ensuring the performance of the subject matter of the Agreement and/or the Order through another person. Subject to the Company's prior consent, in the event that the Cooperating Person authorises another person to perform the subject matter of the Agreement and/or the Order, the Cooperating Person is liable for the proper and timely performance of the subject matter of the Agreement and/or the Order as if they had performed it themselves; in this case, the Cooperating Person shall provide such another person's written statements concerning the Company's unlimited right to use the Services and Deliverables or their outcomes and shall, at his own expense, settle its claims arising therefrom and/or related thereto.

5.7. The Company may at any time check the performance of the subject matter of the Agreement and/or the Order, and the Cooperating Person shall, upon request, notify the Company of the state of performance of the subject matter of the Agreement and/or the Order and the Services and Deliverables provided. If the Company's check finds any defects/errors in the Services and Deliverables provided and/or the Company makes comments and/or requests to modify/remedy the performance of the subject matter of the Agreement and/or the Order, the Cooperating Person shall remove or remedy the deficiencies, defects and/or shortcomings in the provided Services and Deliverables, which have been notified by the Company to the Cooperating Person, without undue delay, in any event not later than three (3) days of receipt of the Company's notice/request.

- 5.8. The Cooperating Person is obliged to perform the subject matter of the Agreement and/or the Order/provide Services and Deliverables in close cooperation with the Company. The Parties shall inform each other of any matter or circumstance which is, or which the Party concerned should know to be, relevant in relation to the performance of the subject matter of the Agreement and/or the Order/the provision of Services and Deliverables, and the Cooperating Person is subsequently obliged to proceed in accordance with the Company's instructions, requirements and suggestions.
- 5.9. If, in the provision of Services and Deliverables, the Cooperating Person obtains, acquires and/or receives a certain proprietary or non-proprietary benefit intended for the Company, the Cooperating Entity is obliged to notify the Company accordingly as soon as it is obtained/acquired/received and to follow its instructions in disposing of such benefit.
- 5.10. The Company shall provide the Cooperating Person with all the necessary information, documentation and materials required for the performance of the Agreement and/or the Order and the provisions of Services and Deliverables, provided that such information, documentation and materials are at its disposal.
- 5.11. The Cooperating Person is obliged to any items and/or equipment entrusted to them by the Company for the purpose of performing the subject matter of the Agreement and/or the Order effectively, economically and with due diligence so as to prevent them from being excessively worn, damaged, destroyed or stolen. The Cooperating Person shall not be liable for damage to the items and equipment entrusted to them, provided that such damage could not have been averted despite having exerted due diligence.
- 5.12. The Cooperating Person undertakes to use any information, documentation and materials and items and equipment obtained and received from or entrusted by the Company directly or for the purpose of providing and performing the Services and Deliverables under the Agreement and/or the Order, i.e. at the Company's expense, only in connection with the performance of the subject matter of the Agreement and/or the Order for the Company.

## **VI. Industrial/Intellectual Property Rights**

- 6.1. Except as otherwise agreed by the Parties in the Agreement and/or the Order, it is understood that if, in the provision of Services and Deliverables under the Agreement and/or the Order, the Cooperating Person creates any work(s) of authorship and/or other object(s) of industrial/intellectual property, regardless of its/their type and form (the method of its/their creation, including the combination of other works and the processing of another work or multiple works), such work(s) of authorship and/or other object(s) of industrial/intellectual property shall be deemed to have been created by the Cooperating Person based on the Company's order, and the Company or a client and/or a third party designated by it shall be authorised to use such work(s) of authorship and/or other object(s) of industrial/intellectual property for any purposes within their business without any limitation (substantive, territorial, temporal or on the method of

use), for which the Cooperating Person grants them permission - a Licence. By concluding the Agreement, confirming the Order and/or accepting the GTC, the Cooperating Person also grants a Sublicence to the Company. The Cooperating Person grants the Company an exclusive Licence and will not, therefore, be entitled to use the work(s) of authorship and/or other object(s) of industrial/intellectual property so created (based on the Company's order) for its own benefit or authorise third parties to use it/them. The Company shall acquire the right to use the work(s) of authorship and/or other object(s) of industrial/intellectual property in question (Licence) at the moment of their creation, and the Licence granted by the Cooperating Person authorises the Company to interfere in any way with or make any changes or modifications to or combine such work(s) of authorship and/or other object(s) of industrial/intellectual property with other works. The actual use of the Licence is at the Company's sole discretion and the Company is not obliged to use it, whether wholly or in part, in relation to individual works/objects.

## **VII. Liability for Defects**

- 7.1. The Cooperating Person is liable for defects in Services and Deliverable or in the outcomes thereof at the time of their delivery to the Company, including those defects which become apparent/manifest themselves at a later time. The Cooperating Person is also liable for any/all defects in Services and Deliverables or in the outcomes thereof, provided these are caused by a breach of his obligations (under the Agreement, the GTC and/or the Order).
- 7.2. The Cooperating Person is liable for legal defects in Services and Deliverables or in the outcomes thereof, i.e. for them being encumbered with third party rights including the rights arising from industrial or other intellectual property.
- 7.3. If, during or after the performance of the subject matter of the Agreement and/or the Order and the provision of Services and Deliverables, any violation of industrial or intellectual property rights of third parties or failure to satisfy their legitimate claims is found to have been caused by the actions of the Cooperating Person, the Cooperating Person shall be obliged to settle all such rights and satisfy the claims of third parties in their entirety, at their own expense and without any right to subsequently claim their reimbursement from the Company.

## **VIII. Protection of Confidential Information and Secrecy**

- 8.1. For the purposes of the Agreement, the GTC and/or Orders, the following terms shall be understood to mean as follows:
  - 8.1.1. Confidential Information means any and all information of whatever kind, in whatever form, whether it is materially captured or verbally provided to the Cooperating Person or otherwise obtained by the Cooperating Person, which is related or pertains to:
    - i. the Company's comprehensive business policy and strategy, any and all marketing activities, projects, plans and strategies, the strategy for ordering and selling services and sales activities, any and all information of an economic, financial, accounting and tax nature (hereinafter referred to as "Economic and Marketing Information")

- ii. any and all circumstances and aspects of Services and Deliverables, the subject matter of the Agreement, and Economic and Marketing Information (in particular, but not limited to, information concerning the subject matter, content, aim and purposes of Services and Deliverables and the Company's activities and projects, the implementation and financial relationships and aspects related to its business, Economic and Marketing Information, as well as any business, legal, technical or other documentation relating to Services and Deliverables, and Economic and Marketing Information); and
  - iii. the Company, its Related Parties and other persons involved in the functioning and conduct of the Company's business, its activities, projects and intentions (in particular, but not limited to, any information that implies or from which it can be concluded that the Company and/or its Related Parties or other persons are involved or participate in any way in the Company's business, operations, innovations, projects, their preparation and planning;
- 8.1.2. Unauthorised Person means any natural or legal person except for:
- i. the Company and its Related Parties; and
  - ii. other persons involved in the Company's business and bound by the obligation of maintain secrecy in respect of Confidential Information to the extent to which the Cooperating Person is bound by such obligation;
- 8.1.3. Controlling Entity means, in relation to any legal person, any entity designated as the controlling entity in Section 66a of the Commercial Code;
- 8.1.4. Controlled Entity means, in relation to any legal person, any entity designated as the controlled entity in Section 66a of the Commercial Code;
- 8.1.5. Related Party means, in relation to any legal person, any Controlled Entity or Controlling Entity of that legal person.

8.2. The Cooperating Person is obliged to maintain secrecy in respect of all Confidential Information and to ensure that such secrecy is maintained by any person involved in its business activities and by each of its partners and advisers. The Cooperating Person is obliged to protect Confidential Information from and against any theft, damage, loss, destruction and unauthorised access or disclosure to any unauthorised person.

8.3. The Cooperating Person may only use Confidential Information within and in connection with the performance of the subject matter of the Agreement and shall not in any event abuse or use such information for its own benefit or for the benefit of any third party, even if the cooperation with the Company would be terminated for any reason. Neither is the Cooperating Person allowed to share Confidential Information with its Related Parties.

8.4. The Cooperating Person may not, without the prior written consent of the Company, make any official or unofficial public statement in any form that contains any Confidential Information or from the content of which any Confidential Information might be derived.

8.5. At the Company's request, the Cooperating Person shall, to the maximum extent to which it is objectively possible at the given time, be obliged to:

- 8.5.1. return to the Company (without retaining any copies of) any and all documents, records, photographs, data, source codes related to Services and Deliverables and Economic and



- Marketing Information as well as any media on which any Confidential Information is recorded;
- 8.5.2. destroy copies of any and all procedures, solutions or other documentation derived from Confidential Information; and
- 8.5.3. delete any and all Confidential Information from all computers, fixed and mobile disks or any other devices and repositories on which Confidential Information is stored and/or recorded.
- 8.6. The protection of Confidential Information does not apply to information which:
- 8.6.1. is public from the time of its creation, or becomes public later other than due to a breach of the obligations of the Cooperating Person under the Agreement and the GTC or a breach of the obligations of another person involved in the Company's business activities;
- 8.6.2. the Cooperating Person is required to disclose to another person under applicable legal regulations or a valid judicial, administrative or other official decision issued by the competent public authority under the law,  
in which case the Cooperating Person:
- i. may disclose Confidential Information to such another person only to the extent necessary to meet the respective legal obligation;
  - ii. must inform the Company accordingly in writing before any disclosure of the respective Confidential Information and allow it to take appropriate measures to protect the confidentiality of the Confidential Information thus disclosed.
- 8.7. For each individual case of breach of any obligation under the preceding paragraphs of this Article of the GTC, the Cooperating Person shall be liable to pay the Company a contractual penalty of EUR 10,000 for each individual breach (in words: ten thousand euros) unless another contractual penalty is agreed in the Agreement; the payment of a contractual penalty shall not affect Company's claim for damages.

## **IX. Final Provisions**

- 9.1. The Agreement, Orders, the GTC and the rights and obligations of the Parties arising therefrom and not explicitly provided for therein shall be governed by generally applicable legal regulations valid and effective in the Slovak Republic, in particular the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.
- 9.2. By concluding the Agreement, confirming the Order and/or accepting the GTC, the Cooperating Person confirms that it agrees without reservation that with respect to the nature, subject matter, content, scope and purpose of Services and Deliverables or the outcomes thereof as well as the nature of the Company's business and Economic and Marketing Information, the amount of contractual penalties under the GTC is appropriate to ensure the protection of the Company's legitimate interests and represents a realistic estimate of any pecuniary and non-pecuniary damage that the Company may incur as a result of breach of the Cooperating Person's obligations under the Agreement, the Order and/or the GTC.
- 9.3. The Parties shall deliver documents relating to the Agreement and/or the Order or to their performance to the addresses specified hereinbefore and/or in the Order. If a Party requires documents to be delivered to an address other than that specified hereinbefore and/or in the Order,

the Party concerned shall notify the other Party in writing accordingly, and the other Party is then required to ensure that all the documents sent after such notification are delivered to the new address of the Party concerned as notified to that other Party. A document sent by a Party to the other Party by registered mail to the address specified under this paragraph of the Agreement shall be deemed to have been delivered even if not received by the Party to which it was addressed, namely on the date on which it was deposited in the post office after the failure to deliver the document to the Party designated as the addressee.

9.4. If any provisions of the Agreement and/or the Order and/or the GTC are deemed invalid, ineffective, or unenforceable by the Parties, their successors, the competent courts or other competent authorities:

9.4.1. this shall not affect the validity, effectiveness or enforceability of the other provisions of the Agreement and/or the Order and/or the GTC, and the provisions in question shall be invalid, ineffective or unenforceable only to the affected and least possible extent, while the other provisions, their meanings and consequences shall remain in force and effect;

9.4.2. the Parties shall, based on a special agreement, replace the provisions in question with such valid, effective and enforceable provisions which come as close as possible to the substantive and economic content and purpose of the invalid, ineffective or unenforceable provisions of the Agreement and/or the Order and/or the GTC; or

9.5. In that event, the Parties or their successors-in-law shall proceed so that the subject matter and purpose of the provisions in question are respected as much as possible and the contractual relationships between the Parties or their legal successors are fully legally binding and enforceable. The Parties agree that any disputes arising out of and/or related to the performance of the Agreement, Orders and/or the GTC shall be primarily resolved in an amicable way - by mutual agreement.

9.6. The Parties agree that any disputes arising out of the Agreement, Orders and/or the GTC shall be primarily resolved in an amicable way - by mutual agreement. In the event that the Parties fail to reach an agreement, the Parties agree that disputes arising out of and/or related to the Agreement, Orders and/or the GTC shall be decided within arbitration proceedings under Act No. 244/2002 Coll. on Arbitration Proceedings, as amended (hereinafter referred to as the “APA”), by the sole arbitrator to be appointed pursuant to Section 6(3) of the APA by the designated person, such person being Arbitrium Internationale z.z.p.o., with its registered office at: Panenská 8, 811 03 Bratislava, Company ID No.: 45 746 737 (hereinafter referred to as the “Designated Person”), within 10 days from the date of commencement of arbitration proceedings, from among the following arbitrators: JUDr. Mária Karcolová, a lawyer, Slovak Bar Association No.: 4289; JUDr Peter Herceg, a lawyer, Slovak Bar Association No.: 3286; JUDr Ivana Vidovencová, a lawyer, Slovak Bar Association No.: 1398; JUDr. Mgr. Marián Kropaj, PhD, a lawyer, Slovak Bar Association No.: 6289. The arbitration proceedings will be conducted according to the laws of the Slovak Republic, in particular the APA and the provisions of the Rules of Procedure of the Standing Arbitration Court (hereinafter referred to as the “SAC”) of the Designated Person as a founder published in Commercial Bulletin No. 140/2015 on 23 July 2015, with the function of the chair of the SAC being performed by the Designated Person. The Parties agree to respect any arbitral award rendered within arbitration proceedings, and such arbitral award shall be deemed final and binding on them.

The GTC constitute an integral part of each Agreement and/or the Order. The Cooperating Person has accepted the GTC and agrees that the GTC and their provisions shall apply to the contractual and legal relationship established between the Parties by the Agreement and/or the Order.

9.7. The GTC are published and available for consultation on the Company's website at [www.folk.ad](http://www.folk.ad) and at the registered office and place of business of the Company.

9.8. The Company reserves the right to change and/or amend the GTC, while the amended wording of the GTC shall become binding on the Cooperating Persons at the moment of being published on the Company's website at [www.folk.ad](http://www.folk.ad).

9.9. The Agreement, Orders and the GTC may be executed in Slovak, English and German. In the event of any discrepancy between the language versions of the individual provisions of the Agreement, Orders and/or the GTC and/or inconsistencies and/or doubts about their content, the Slovak language version of the Agreement, Orders and/or the GTC shall prevail over the English and/or German versions of the Agreement, Orders and/or the GTC.

9.10. By concluding the Agreement, confirming the Order and/or accepting the GTC, the Cooperating Person confirms that they have read the Agreement, the respective Order and/or the GTC, and they declare that the Agreement, the respective Order and/or GTC express their genuine, free and serious will and have not been made under duress or conspicuously disadvantageous conditions, and agrees to their content and wording, in witness whereof they have hereunto affixed their signature and/or confirmed them in express or implied form;

9.11. This wording of the GTC is effective as from 27 August 2018.

**Folk & Milk Studios s.r.o.**