



Zásilkovna

COMMISSION AGREEMENT ON CUSTOMS REPRESENTATION

Client-name, commercial company with registered office at **Client-address**, Postal Code **Client-Postal Code**, Identification No.: **Client-Identification Number**, EORI: **Client-EORI**, Tax Identification No.: **Client-Tax Identification No.**, registered in the Commercial Register kept by the **Municipal/Regional** Court in **the Court seat** under the File No. **Client-the Commercial Register entry number**

represented by **Client-statutory representative (name and position)**

(hereinafter referred to as the “**Consignor**”);

and

Zásilkovna s.r.o., commercial company with registered office at Lihovarská 1060/12, Prague 9 – Libeň, Postal Code 190 00, Identification No.: 28408306, EORI / Tax Identification No.: CZ28408306, registered in the Commercial Register kept by the Municipal Court in Prague under the File No. C 139387,

represented by Ing. Simona Kijonková and Petr Vytiska, Executives

(hereinafter referred to as the “**Consignee**”);

(jointly hereinafter also referred to as the “**Parties**” or individually as the “**Party**”),

have entered on the below stated day, month and year, in compliance with the provisions of Section 2455 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “Civil Code”), the following Commission Agreement (hereinafter referred to as the “**Agreement**”):

Article I

Purpose of Agreement

The purpose of this Agreement is to ensure, using the Consignee’s professional care and under applicable legal, in particular, customs, tax and administrative regulations, a quick and effective clearance procedure when placing goods imported and exported by the Consignor under a customs procedure at the Customs Office of the Capital of Prague.



Article II

Subject Matter of Agreement

- 2.1 The Consignee undertakes to carry out, in their own name and in favour of the Consignor and in compliance with this Agreement, the purpose thereof and the Consignor's instructions, all legal acts necessary for placing the goods imported and exported by the Consignor under the customs procedure of free circulation, export or transit, as well as to end the transit procedure, at the Customs Office of the Capital of Prague.
- 2.2 Legal acts under Article 2.1 also cover the representation of the Consignor based on the power of attorney in the clearance, tax and administrative procedures, regarding the activities according to Article 2.1, to the extent specified herein.
- 2.3 In order to fulfil the purpose hereof, the Consignor undertakes to provide the Consignee with a properly and timely necessary assistance and pay the Consignee consideration for the services above, both in the way specified below.

Article III

Power of Attorney

- 3.1 Together with entering into this Agreement, the Consignor grants the Consignee with a power of attorney necessary for the performance of the subject matter hereof, specifically for the **indirect representation** of the Consignor in the clearance procedure regarding the release of the goods declared to the required customs procedure to the extent specified hereby and pursuant to the provision of Article 18(1) of Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013, laying down the Union Customs Code, as amended (hereinafter referred to as the "**Customs Code**"), and for the representation in associated tax and administrative procedures. The power of attorney wording is included in **Annex No. 1** forming an integral part hereof.
- 3.2 In the event that another or special power of attorney needs to be issued in the course of performing of the subject matter hereof to meet the Consignee's obligations properly, the Consignor is obliged to do so without undue delay after the Consignee requests such a power of attorney to be issued by the Consignor. The Consignee undertakes to give the assistance necessary to make sure the respective power of attorney is issued in compliance with all requirements laid down in applicable legal regulation. No amendment hereto is needed in respect of such a power of attorney.



Article IV

Rights and Obligations of Consignee

4.1 The Consignee is obliged to start acting in compliance herewith once they receive from the Consignor all necessary information and documents regarding the goods exported or imported and accept the goods. In order to meet the purpose hereof, the Consignee is obliged and entitled to carry out, in their own name and in favour of the Consignor, with professional care and in accordance with the Consignor's instructions, particularly but not exclusively, the acts below:

- 4.1.1 To the extent of Article 2.1, issue, sign and lodge customs declarations to place the goods under the required customs procedure or to end the customs procedure, and require from the Consignor specification or completion of the data provided where it is necessary in order to fill in such documents correctly;
- 4.1.2 When carrying out the activities referred to in this Article, use effectively the software approved by the Customs Administration of the Czech Republic as well as the means enabling electronic communication with customs authorities;
- 4.1.3 Get the authorisation of customs authorities enabling the simplification of customs procedures and the authorisation necessary for the electronic communication referred to in paragraph 4.1.2;
- 4.1.4 Have the goods presented to the customs control and give assistance to customs authorities under applicable provisions of the Customs Code and Act No. 242/2016 Coll., Customs Act, as amended (hereinafter referred to as the "**Customs Act**");
- 4.1.5 Represent the Consignor in the clearance and the associated tax and administrative procedures in the way and to the extent defined in Article III;
- 4.1.6 Use the tariff classification of the goods specified in the Consignor's instructions and, in exceptional cases where there is no such instruction, determine the tariff classification of the goods according to the goods description available; in both such cases, the tariff classification shall fall under responsibility of the Consignor;
- 4.1.7 Use accompanying documents and certificates (e.g., certificate of origin of the goods, certificate of status of the goods, etc.) in order to enable customs preferences provided that they are attached to the consignment;
- 4.1.8 In compliance with the provisions of Section 26 of the Customs Act, guarantee the customs debt (i.e., all charges determined by the Customs Office, e.g., VAT, exceptional duties, etc.)



- 4.1.9 Based on instructions and in the name of the Consignor and in compliance with supporting documents provided by the Consignor, issue certificates of preferential or non-preferential origin, and/or ensure the exchange of the certificate of origin where the goods comply with the rules of origin;
- 4.1.10 Take over payment assessments from customs authorities and pay them within the due dates specified by the Customs Office. Where the Consignee holds any outstanding due claim against the Consignor under any contractual relationship between the Parties, the Consignee is entitled to withhold presenting the goods to the clearing procedure for up to 90 days, or to return the goods to the Consignor at the Consignor's expense
- 4.1.11 Take over requests, notices and decisions from customs authorities in the clearance or the associated tax and administrative procedures in which the Consignee represents the Consignor, and send or present thereof to the Consignor by five business days from the takeover thereof at the latest;
- 4.1.12 Monitor whether the exit of the goods placed under the customs procedure of export was confirmed, send the Consignor immediately by electronic mail to the address provided in Article X received alerts stating that the exit of the goods from the EU was not confirmed within the specified time period, and, where needed, require from the Consignor documents necessary to prove the exit of the goods using an alternative method; present alternative evidence of the goods exit to the Customs Office within the specified time period and, in cooperation with the Consignor, take any and all measures necessary to prove that the goods exported left the customs territory of the EU;
- 4.1.13 Archive electronically the data and documents created, lodged or received within the procedure in which the Consignee represents the Consignor, in compliance with authorisations issued by customs authorities and for the period laid down by legal regulations; provide them to the Consignor or customs authorities upon request;
- 4.1.14 Protect all known legitimate interests of the Consignor and represent the Consignor in compliance with their interests, consisting, particularly but not exclusively, of quick and effective clearance procedure, payment of customs duties and other charges in compliance with legal regulations, and adherence to customs and other legal regulations;



- 4.1.15 Notify the Consignor immediately of and propose a method to remove failures detected if any of the documents or instructions needed for the performance hereof, that are to be provided by the Consignor to the Consignee, have not been provided or are defective;
 - 4.1.16 Notify the Consignor of any circumstances found out during the performance of the subject matter hereof, that may influence the change of the Consignor's instructions;
 - 4.1.17 Inform the Consignor immediately of any facts as a result of which the Consignee cannot perform the subject matter hereof;
 - 4.1.18 Hand over to the Consignor the stuff taken over on their behalf during the performance of the subject matter hereof.
- 4.2 Where, after placing the goods under the respective customs procedure, the Consignee finds out or receives from the Consignor information or documents based on which the data entered in the customs declaration or other documents presented in the clearance, tax or administrative procedure need to be changed, the Consignee shall carry out immediately the acts necessary to make the respective situation in compliance with the customs and other legal regulations. As for these acts, the Consignee shall proceed with professional care and represents the Consignor in compliance with their interests, consisting, particularly but not exclusively, of the minimisation of additional payments of customs duties, interests and other charges, including any penalties imposed for breaching the customs or other legal regulations. The Consignor is obliged to pay the Consignee any damage incurred by providing false information.
- 4.3 In the case the Consignee, exercising professional care, finds out that the Consignor's instructions are inappropriate, the Consignee is obliged to notify the Consignor thereof (in any way). Where, in such cases, the Consignor insists on following their instructions, the Consignee is obliged to follow them in the manner determined. However, in such a case, the Consignee does not bear responsibility for any damage that the Consignor may incur by following the respective inappropriate instruction and, on the contrary, the Consignor shall be responsible for any damage incurred by the Consignee. The Consignee is not obliged to follow any instruction that is contrary to the generally binding legal regulations.
- 4.4 The Consignee may only derogate from the Consignor's instruction where necessary and in the interest of the Consignor and if there is no sufficient time for the Consignee to receive the Consignor's consent. However, not even in these cases can the Consignee derogate from the instructions if it is prohibited hereby or by any explicit written instruction of the Consignor.



4.5. The Consignee is entitled to carry out random checks of the goods content to verify the compliance of the information received from the Consignor with reality. Using appropriate technical devices available, the Consignee is entitled to check that the consignment does not contain goods excluded from import or export from/to the territory of the EU. Should the Consignee discover a breach of legal regulations, they shall withhold the goods and notify immediately competent government bodies, including the Police of the Czech Republic.

4.6. Should the Consignor be late in any payments defined in Art. VII and IX hereof, the Consignee is entitled to withhold the goods taken over from the Consignor in connection with this Agreement or the performance of any other contract entered into between both Parties, and is also entitled to withhold or offset any financial implementation received from or in the name of the Consignor in connection with any performance of contracts entered into between both Parties, and is also entitled to offset any Consignor's claim not due yet to the Consignee, created in connection with any contractual arrangement of the Parties, either arising or not arising herefrom, against the Consignee's claim.

Article V

Rights and Obligations of Consignor

5.1 In order to meet the purpose hereof, the Consignor is obliged to provide the Consignee with any and all necessary assistance, in particular, by providing the Consignee with the information and documents below, or the copies thereof, before issuing the customs declaration:

- 5.1.1 Extract from the Commercial Register, VAT certification for the Czech Republic, and EORI certification;
- 5.1.2 Invoice, purchase contract or other document specifying the price of the goods;
- 5.1.3 Name of the goods, tariff classification in the customs tariff nomenclature, gross and net weight, and/or the quantity in other measurement units, information about the type and number of packages, as well as other data constituting an instruction for the clearance procedure entered via the Client Section of Zásilkovna for entering consignments and their API;
- 5.1.4 Information whether the goods placed under the proposed customs procedure are subject to official authorisation under special regulations, control procedure (dual-use goods) or another administrative arrangement;
- 5.1.5 Binding information held by the Consignor or, where applicable, other decisions, statements, notifications and authorisations issued by customs authorities that may influence the performance of the subject matter hereof;



- 5.1.6 Original of the certificate of origin of the goods or the certificate of status of the goods where such a document is necessary to apply for the customs preference, or where proof of origin of the goods is required by customs regulations;
 - 5.1.7 Specification of the customs procedure under which the goods are required to be placed in compliance with intended purpose of use thereof. Unless the Consignor, before lodging the customs declaration, gives instruction stating otherwise, the Consignee shall propose the goods imported to be released for free circulation and the goods exported for export procedure;
 - 5.1.8 Supporting documents proving the preference or non-preference origin of goods, for which the Consignee, based on the Consignor's instruction, is to issue a certificate of origin or, where applicable, ensure the exchange of the certificate of origin of the goods;
 - 5.1.9 Other data and documents necessary to carry out the clearance and the associated tax and administrative procedures, required by the Consignee from the Consignor.
- 5.2. The Consignor is obliged to pay the cross-invoiced customs debt under Art. 7.1, determined by customs authorities, to the account and within the time period specified in the invoice issued by the Consignee, and pay the Consignee consideration for the services agreed.
- 5.3. If the Consignor receives from the Consignee an alert stating that the exit of the goods exported by the Consignor from the EU was not confirmed in the usual way, the Consignor shall provide the Consignee immediately with documents necessary to prove the exit of the goods required by the Consignee in compliance with the customs regulations.
- 5.4. If the Consignor, after placing the goods under the respective customs procedure, learns about facts that may change or otherwise influence the data entered in the customs declaration, in documents presented during the clearance procedure or in the decision of the Customs Office on placing the goods under the customs procedure, the Consignor shall provide them to the Consignee without undue delay.
- 5.5. The Consignor is obliged to keep documents and information regarding the goods imported or exported, in a paper-based or electronic format, for the period laid down by applicable legal regulations, and submit such documents and information to the Consignee upon request if the Consignee needs them to carry out activities hereunder.



- 5.6. The Consignor undertakes to inform the Consignee immediately of any acts of customs authorities performed within the control after releasing the goods, in particular, about receiving a request to support documents or information, notice of initiation of control, report or protocol of the control, etc. If the Consignor fails to do so, the Consignee shall not be responsible for any damage incurred by the Consignor as a result of the control findings, and the Consignor undertakes to pay the amount determined by the customs authorities within the administrative or tax procedure.
- 5.7. The Consignor represents that all supporting documents and information provided to the Consignee for the performance of the subject matter hereof are true, and undertakes to remunerate any damage incurred by the Consignee due to breaching this commitment.
- 5.8. The Consignor is obliged to adhere to all legal regulations relating to import, export and transit of goods within the territory of the EU. The Consignor shall be responsible to the Consignee for the content of the goods, primarily for the fact that the consignment does not contain any item the import or export of which is prohibited within the territory of the EU.

Article VI

Trade Secrets and Confidential Information

- 6.1 The Consignor represents that any and all facts relating to the goods specified in Article 2.1 constitute the Consignor's trade secrets pursuant to the Civil Code. The Consignee acknowledges this fact and undertakes to treat them in compliance with applicable legal regulations.
- 6.2 The Parties acknowledge that the content hereof, as well as any information disclosed to or obtained by the Parties, whether in a written or another form, during the negotiation about the conclusion hereof or while exercising rights and performing obligations hereunder, shall be information of a confidential nature and, as such, enjoy the protection under applicable legal regulations (hereinafter referred to as the "confidential information").
- 6.3 The Consignor gives the Consignee a permission to provide the customs authorities with the information that is subject to the Consignor's trade secrets, as well as confidential information, exclusively for the purpose of performance of the subject matter hereof and to the necessary extent required by legal regulations or by a competent customs authority under legal regulations.



- 6.4 The Consignor undertakes to ensure protection of the information disclosed to them and being the subject to the Consignee's trade secret, as well as confidential information, and avoid the disclosure thereof to third parties. However, the Consignor is entitled to use such information for the purpose of the performance hereof.
- 6.5 The obligation of secrecy and confidentiality under this Article shall not apply to information that:
- 6.5.1 The Consignee is obliged to present to a third party for the purpose of the performance hereof and in compliance with the Consignor's instructions as well as applicable legal regulations;
 - 6.5.2 The respective Party is obliged to publish or present to a third party based on a decision of public authorities issued in compliance with applicable legal regulations;
 - 6.5.3 Has been disclosed to the Party by a third party in compliance with applicable legal regulations;
 - 6.5.4 Has been provided to expert advisers and auditors of the respective Party who are bound by the same or more stringent obligation of secrecy and confidentiality.
- 6.6 The Parties undertake not to make any public notification or notification to a third party regarding the confidential information without prior mutual agreement upon the content of such a notification.
- 6.7 The provision of this Article shall be understood as a separate arrangement regarding the confidential information and trade secrets entered into between the Parties hereof. The validity and effectiveness of arrangements contained in Article VI hereof shall survive for the period of ten years from the termination of validity hereof.

Article VII

Consideration Amount and Statement of Costs

Compensation of Costs of Consignee

- 7.1 The Consignee shall cross-invoice the payment assessment from a customs authority to the Consignor immediately after receiving thereof, and the Consignor is obliged to transfer the payment of the cross-invoiced amount to the Consignee's account within 10 calendar days from the date of the invoice issue at the latest.
- 7.2 The Consignor undertakes to pay the Consignee consideration for the Consignee's activities carried out hereunder according to the contractual Price List agreed by both Parties, included in **Annex No. 2** forming an integral part hereof.



- 7.3 Any changes to the Price List under Article 7.2, except for the decrease of prices, may only be made with the consent of both Parties by a written amendment hereto, properly signed by both Parties.
- 7.4 The Consignee shall issue an invoice with the formalities of a tax document for the activities performed by the Consignee per one calendar month, always to the last calendar day of the month. Acts carried out in the course of the calendar month shall be partial taxable transactions. Individual partial taxable transactions shall be considered carried out as at the last day of the respective calendar month. In case of the Agreement termination within a month, the Consignee shall be entitled to issue an invoice immediately as at the date of the Agreement termination.
- 7.5 The consideration under Article 7.2 shall be due within 10 days from the date of issue of the invoice.
- 7.6 As for the amounts invoiced under Articles 7.1 and 7.2, not credited to the Consignee's account on the day following the due date under the tax document at the latest, the Consignee is entitled to contractual interest in the amount of 0.5% of the outstanding amount per day for each day of the Consignor's delay.
- 7.7 The consideration under Article 7.2 shall not cover the costs demonstrably and effectively incurred by the Consignee in performing their obligations hereunder, particularly but not exclusively, administration fees, payments for courier services, etc. The Consignee is obliged to demonstrate properly such costs incurred.
- 7.8 The costs incurred by the Consignee in providing other agreed services outside the scope hereof are not included in the consideration under Article 7.2. The Consignee shall charge consideration for such services, calculated based on the time spent by the Consignee's personnel, hourly rates, complexity of the order as well as the technology and procedures used. Upon the Consignor's request, the Consignee shall present a proposal of the consideration in advance and shall only start providing the services after approving such a proposal by the Consignor. Such agreed and confirmed considerations for additional services shall not require a written amendment hereto.

Article VIII

Authorisation of Consignee to Perform Subject Matter hereof

- 8.1 The Consignee hereby represents that they comply with all requirements laid down by applicable legal regulations for the performance of the subject matter hereof.



Article IX

Liability and Compensation of Damage

- 9.1 The liability for damage caused by one Party to the other Party shall be regulated by the Civil Code and/or other generally binding legal regulations.
- 9.2 In the case the Consignor provides the Consignee with improper or incomplete instructions, or presents incomplete or false documents that are to be the bases for issuing documents in the clearance procedure, the Consignee shall not be liable to the Consignor for any damage incurred as a result of the use of such information or documents in connection with the Consignee's activity hereunder, and the Consignor shall be liable to the Consignee for any damage incurred as a result of the use of such information or documents.
- 9.3 Where a customs debt and/or other commitments towards the customs authorities arise due to the Consignee's actions not permitted by customs regulations or this Agreement, the Consignor undertakes to pay the sum determined by customs authorities as well as any additional costs incurred by the Consignee within the administrative or tax procedure.
- 9.4 With the exception of Articles 9.2 and 9.3, the Consignee shall be liable to the Consignor for any damage incurred as a result of breach of the Consignee's obligations hereunder, particularly but not exclusively, as a result of gross misuse or failure to use documents provided by the Consignor, gross misconduct of the Consignee in completing the documents relating to the activities thereof, gross breach of the Consignee's obligation to proceed in arranging the Consignor's issues with professional care, and/or failure to follow the Consignor's written instructions.
- 9.5 The Consignee shall also be liable to the Consignor for any loss or damage to the stuff taken over from the Consignor or a third party, in particular, papers and documents relating to the clearance procedure provided to the Consignee by the Consignor or a person authorised by the Consignor.
- 9.6 The Consignee shall also be liable to the Consignor for any damage incurred by the Consignor because the statement referred to in the provision of Article VIII hereof is not true.
- 9.7 The payment of any contractual penalty shall not affect the right to damage compensation.



Article X

Notices and Communication

10.1 Any and all notices, requests, instructions or other communications made by any of the Parties hereunder shall be made electronically.

10.1.1 Notices intended for the Consignor, including accepting payment assessments:

Contact person:

Name: [•]

Tel.: [•]

Email: [•]

Address: see the heading hereof

Contact person for sending electronic customs decisions and other tax documents:

Email: [•]

Contact person for sending invoices, including cross-invoicing of paid customs debts under Articles 7.1 and 7.2:

Name: [•]

Tel.: [•]

Email: [•]

10.1.2 Notices intended for the Consignee:

Contact person:

Name: Antonín Vrbka

Tel.: +420 773 738 830

Email: antonin.vrbka@packeta.com

Address: see the heading hereof

10.2 Any and all notices made hereunder shall be considered delivered:

10.2.1 On the day of the physical acceptance thereof by the addressee, in the case of delivery in person or by courier services; or

10.2.2 On the day specified in the receipt, in the case of delivery by registered mail; or



- 10.2.3 On the day in the read receipt, in the case of electronic mail.
- 10.3 Any change to the contact person or contact data shall be notified in writing by the respective Party to the other Party. Such a notice shall become valid after the other Party confirms in writing the acceptance thereof. Such notified and confirmed changes to contact persons or data shall not require a written amendment hereto.
- 10.4 The Parties hereby jointly and indisputably represent that the Consignee's Information System complies with the conditions of the provision of Section 562(2) of Act No. 89/2012 Coll., Civil Code, i.e., the data recordings in the Information System and the database thereof, as well as the electronic system, are reliable and made systematically and sequentially and are protected against changes.

Article XI

Termination of Agreement

- 11.1 This Agreement may be terminated by one of the following methods:
- 11.1.1 By a written agreement of both Parties;
 - 11.1.2 By a written notice of the respective Party; or
 - 11.1.3 By withdrawal of the respective Party.
- 11.2 Each of the Parties is entitled to withdraw from the Agreement, partially or fully, at any time and without providing reasons. Unless the notice provides for a later effectiveness, the notice period shall be 15 days. This time period shall start from delivery of the notice to the other Party.
- 11.3 The Consignee's commitment to perform activities hereunder shall cease to exist as at the date of effectiveness of the notice.
- 11.4 The Consignee is entitled to interrupt, fully or partly, the provision of the services hereunder or to withdraw from the Agreement if the Consignor fails to meet in due time their obligation to pay the consideration hereunder or is late in the payment of any pecuniary obligation towards the Consignee. Should the Consignee exercise this right, they shall notify the Consignor thereof and shall also not be liable for any damage incurred by the Consignor thereby. The provision of Article 7.6 hereof shall not be affected thereby.



Zásilkovna

Article XII

Final Provisions

- 12.1 This Agreement shall be regulated by and interpreted in compliance with laws of the Czech Republic. Rights and obligations of the Parties under or in connection with this Agreement, not explicitly regulated herein, shall be governed by the Civil Code and other generally binding legal regulations.
- 12.2 No unenforceability or invalidity of any article or provision hereof shall affect the enforceability or validity of the remaining parts hereof. If any provision hereof is or becomes invalid for any reason, the Parties shall commence negotiations and agree upon the legally acceptable methods to fulfil the commercial plans contained in the respective invalid article or provision.
- 12.3 Unless applicable legal regulations provides for otherwise, no delay or benevolence of any of the Parties in exercising any of their rights hereunder shall be interpreted as waiver of such right or may impede such right. Any waiver of the right by one Party, resulting in the termination of obligation of the other Party, shall be made in writing and signed by the Party waiving their right and shall not affect other obligations of the other Party not specified in the waiver document.
- 12.4 This Agreement has been made in two counterparts in the Czech language of which both the Consignor and the Consignee shall receive one copy.
- 12.5 This Agreement may only be changed or supplemented by written amendments numbered in ascending order, signed by duly authorised representatives of each of the Parties.
- 12.6 This Agreement becomes effective as at the day of signature by both Parties. This Agreement has been entered into for an indefinite period of time.

In witness whereof the Parties have signed this Agreement as follows.

In [•], on _____

Client-name

Consignor

In Prague, on _____

Zásilkovna s.r.o.

Consignee



Zásilkovna

Client-name of statutory representative

Client-position of statutory representative
clearance procedure

Antonín Vrbka

authorised to act in the



Zásilkovna

Annex No.1

POWER OF ATTORNEY



Zásilkovna

Annex No.2

CONTRACTUAL PRICE LIST