

# GENERAL BUSINESS CONDITIONS WORKLINKS.COM JURENT CZ, S.R.O.

## 1. BASIC PROVISIONS

1.1. These General Business Terms and Conditions of Jurent CZ, s.r.o., IČO: 276 11 973, with its registered office at Prague 8 - Karlín, Rohanské nábřeží 678/23, 186 00, registered in the Commercial Register under file no. C 118838, filed with the Municipal Court in Prague, regulates the rights and obligations of this company and its users when using the web application [www.worklinks.com](http://www.worklinks.com) and/or the mobile application WorkLinks.com, through which available work and other capacities are offered and requested by entrepreneurs.

## 2. DEFINITION OF TERMS

2.1. Terms used in the Terms and Conditions have the following meaning:

"Copyright Act" means Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended;

"Price List" The Company's Price List, which is available on the Web or in WorkLinks.com;

"Collaboration" has the meaning given in Clause 5.2 of the Terms and Conditions;

"Civil Code" means Act No. 89/2012 Coll., Civil Code, as amended;

"Terms and Conditions" means these general terms and conditions;

"Highlighting Remuneration" has the meaning given in Article 10.2 of the Terms and Conditions;

"Service Fee" has the meaning given in Article 9.1 of the Terms and Conditions;

"Company" means Jurent CZ, s.r.o., IČO: 276 11 973, with its registered office at Prague 8 - Karlín, Rohanské nábřeží 678/23, Postal Code 186 00, registered in the Commercial Register under file no. No. C 118838 filed at the Municipal Court in Prague;

"User" means a natural or legal person, an entrepreneur who registers at WorkLinks.com;

"User Interface" means the WorkLinks.com web interface or interface through which the User manages his User Account, including advertising;

"User Account" means a User Account allowing access to the User Interface, inserting, managing and responding to advertisements and using other WorkLinks.com features;

"WorkLinks.com" means a web application located at [www.worklinks.com](http://www.worklinks.com) and/or a mobile application

WorkLinks.com designed to offer and demand available work and other capacities; and

"Labour Code" means Act No. 262/2006 Coll., Labour Code, as amended.

### 3. INTRODUCTORY PROVISIONS

3.1. WorkLinks.com is an application designed to advertise the supply and demand of job vacancies and other capacities directly between companies. Workloads may be offered at WorkLinks.com as a temporary assignment between employers.

3.2. Registration with WorkLinks.com and its full use is intended exclusively for business entities.

3.3. Users are required to familiarize themselves with the Terms and Conditions prior to registration or other use of WorkLinks.com. Simultaneously with registration at WorkLinks.com, the User confirms that he has read the current Terms and Conditions and undertakes to abide by them.

3.4. The Company provides the Users with an opportunity to conclude contracts on the basis of which available work or other capacities will be shared, especially under the temporary assignment under the Labour Code. The Company provides the following sub-services during operation of WorkLinks.com:

3.4.1. publishing relevant vacancies advertisements as requested by Users;

3.4.2. supplementary services related to advertising in the form of preferential display and highlighting of the advertisement, adding advertising about pictures or advertising messages and other possibilities to make the advertised content more attractive according to the current offer; and

3.4.3. automatic matching of available capacities and User alerts when a match is found.

3.5. The company itself is not an employer offering job vacancies and at the same time the Company does not offer any other capacities through WorkLinks.com. The Company only provides space for publishing advertisements on WorkLinks.com and does not enter into any legal relations between Users. Conditions for sharing work and other capacities are subject exclusively to the agreement between the User and the agreement between the Users and their own personnel.

### 4. GENERAL CONDITIONS FOR USE OF WORKLINKS.COM

4.1. In any use of WorkLinks.com, the User is obliged to comply with the Terms and Conditions, comply with applicable laws, act fairly and in accordance with good morals. The User is always obliged to behave in such a way as not to damage the Company's reputation and/or WorkLinks.com, or to incur any damage to the Company, WorkLinks.com, or other Users or other persons.

4.2. In particular, the User is not entitled in any way to interfere with the contents or specifications of WorkLinks.com, interfere with WorkLinks.com, prevent other Users from using WorkLinks.com in full, create false, misleading or intentionally distorted or otherwise unfair content and/or grossly indecent content (vulgarisms, defamatory comments, etc.), especially in the text of the advertisement and information about the User.

4.3. The User is responsible for any damage or injury caused by its unauthorized use and/or interference with WorkLinks.com and all its components (including source code).

## 5. REGISTRATION

5.1. If the User is interested in placing his own advertisement or responding to another User's advertisement, he is obliged to register at WorkLinks.com. Upon successful registration, the User gains access to the User Account and User Interface. Any person's actions through the User Account shall be deemed to be the User's actions to which the User Account belongs.

5.2. Registration at WorkLinks.com, placement and viewing of published advertisements in case of sharing of available work capacities is completely available. Sharing of other capacities is only possible if you use the Collaboration Module (hereinafter referred to as "Collaboration"), which is subject to a fee under Article 10. of the Business Terms and Conditions.

5.3. Based on the registration, the User will receive one main account for which several sub-accounts for User's employees may be set up available of charge according to the User's preference. Each master account and sub-account is associated with a unique username and password.

5.4. Upon registration, the Company grants the User a non-exclusive, territorially unlimited, non-transferable and time-limited license to use WorkLinks.com for the duration of the User's registration or, in the case of the Collaboration Module, for the overpayment of its use.

5.5. The User may at any time request the cancellation of his registration with WorkLinks.com through the User Interface or contact details of the Company specified in the Terms and Conditions. By cancelling the registration, the User loses the option of fully utilizing the WorkLinks.com features.

5.6. The Company is entitled at any time, even without prior notice, to cancel the User's registration if the User breaches its obligations under the Terms and Conditions or for any other serious reason.

5.7. The cancellation of registration does not affect the fulfilment of any User's obligations arising out of the use of WorkLinks.com.

5.8. The User acknowledges that the User's registration includes its automatic verification in the Commercial Register, the Insolvency Register, the database of economic entities ARES and in the VAT payers register, or in other publicly available registers. Automatically verified data can be posted to WorkLinks.com without further notice.

5.9. The Advertiser User is entitled to hide his / her identity and to appear on WorkLinks.com and post ads only under a unique identification number. The handover of the identification data of the Advertiser User occurs automatically at the latest when it decides to respond to

the message of another User. In the case of a User who responds to a published ad, it is not possible to hide identity.

## 6. ADVERTISING

6.1. Users are responsible for the truthfulness, timeliness and accuracy of the information presented, and for being authorized to publish the content through WorkLinks.com.

6.2. The Company is not required to make any correction or censorship of the Content posted by the User through WorkLinks.com; however, if the Company detects any harmful content posted on WorkLinks.com, it is entitled to delete it or modify it without prior notice.

6.3. The user can only publish one ad at a time for each offer or demand of a specific available capacities for a specific time range (e.g., posting a job, providing a production line or means of transport).

6.4. During the validity of the advertisement, the user may only intervene in the text in such a way that there is no substantial change in the offer or demand, which would prevent automatic matching of the relevant records (i.e. change occupied positions or substantially change the volume of offered or demanded capacities).

6.5. The change or extension of the advertisement parameters by the User is possible after finding a match with another advertisement or after connecting specific Users in order to negotiate the final conditions for sharing available capacities. It is also possible to change or extend the parameters if only the advertised capacities are used partially (e.g. only 5 out of 10 advertised workers will be used).

6.6. The User is entitled to publish only an advertisement that is not in violation of the laws of the Czech Republic, good manners, or an advertisement that does not otherwise endanger public order and, at the same time, conforms to the WorkLinks.com principles as a decent and reliable online marketplace for sharing work capacities, or the legitimate interests of the Company and third parties.

6.7. The Company is authorized to monitor and retain any information about the use of WorkLinks.com, which will make it possible to uniquely identify the User Account through which the ad was created.

6.8. In the case of a User offering available capacities, at least:

6.8.1. the period for which available capacities are offered, including the number of hours available in the relevant shifts available;

6.8.2. the number of workers and their qualifications in the case of job vacancies, or a description of the other capacities offered;

6.8.3. the current location of the offered vacancies and the required transport price per 1 km; and

6.8.4. "The price or a price range of the capacity available per 1 hour or another type of pricing" (e.g. monthly employee remuneration, monthly rent of the vehicle).

6.9. In the case of a User requesting available capacities, at least:

6.9.1. the periods for which spare capacities are being demanded, including information on the number of hours requested in the respective shift;

6.9.2. the number of workers and their qualifications in the case of demand for Labour capacities, or a description or other demanded capacities;

6.9.3. the place of work in the case of vacancies or the place where other spare capacities is required; and

6.9.4. "The expected price or an expected price range of the capacity available per 1 hour or another type of pricing" (e.g. monthly employee remuneration).

6.10. In the event that, based on automatic matching of available capacities, a match between the offer and the demand of the Users is found, the Users are automatically notified. If the User offering available capacities and at the same time the User requesting available capacities agrees with the connection, the respective offer and demand are automatically matched and contact details are transferred between the Users.

## 7. SHARE CAPACITIES SHARING

7.1. If Users finally choose to share available capacities, they will confirm via WorkLinks.com at least the following transaction parameters:

7.1.1. identifying users;

7.1.2. the definition of shared available capacities and the period for which they are provided;

7.1.3. determining the value of a trade for the purposes of calculating a Service Fee within the meaning of Article 9.1 of the Terms and Conditions; and

7.1.4. a contractual penalty arrangement under point 8.1.2 of the Terms and Conditions.

7.2. Based on the confirmation of the transaction parameters, the Company calculates a Service Fee within the meaning of Article 9.1 of the Terms and Conditions. In case of any discrepancies in the agreed transaction parameters, the Users are obliged to inform the Company within 24 hours of their confirmation. The Company is not obliged to take into account later claims and other comments of the User.

7.3. The Company is authorized to keep records of the parameters of any transactions agreed between the Users, at least until all obligations arising between the User and the Company are fully fulfilled.

7.4. At the moment of confirming the transaction parameters, or after making the relevant payment according to the Business Terms and Conditions, Users on WorkLinks.com are

provided with a sample contractual documentation regarding the sharing of available capacities between Users in the position of employers. The Company does not guarantee the correctness or completeness of the standard contractual documentation and it is the sole discretion of the Users to use this documentation. For the avoidance of doubt, model contractual documentation is not intended for agency employment.

7.5. Users are authorized to provide available work capacities only in accordance with applicable law, particularly in accordance with Section 43a of the Labour Code within the framework of temporary assignment of employees.

7.6. In the case of sharing of available work capacities, the User is obliged to comply with all legal conditions of such sharing, in particular the User is obliged to obtain all necessary permits (if required) and conclude the necessary agreements, including in particular an agreement on temporary assignment with an employee pursuant to Section 43a of the Labour Code or to make other legal action if required by applicable law.

7.7. The relationship between Users sharing available work capacities is governed by the applicable laws and agreements of these Users. The Company does not enter into the User's obligations and does not bear any liability related to these obligations or their breach.

## 8. PROHIBITION OF COMPETITION

8.1. Any user assigned to a worker undertakes not to contact the worker with a job offer or any offer of Collaboration, including outside employment, for 6 months after the assignment of the worker, and/or not to work with such a worker at the same time. a contract, a non-employment contract, a Collaboration agreement, or any other legal action that would result in the worker performing any work for the User to whom he was previously assigned using WorkLinks.com. In the event of a breach of this obligation, the User to whom the worker has been assigned is obliged to pay:

8.1.1. The Company has a contractual penalty of CZK 500,000 for each individual breach of the above obligation, while the contractual penalty is payable on the basis of a written notice from the Company to which a tax document (invoice) will be attached or, at the Company's discretion, an advance tax document (pro forma invoice), the exact amount of the contractual penalty within 15 days of its delivery to the relevant User and to the Company's bank account stated on the invoice; and simultaneously

8.1.2. A user who was an employer of such a worker at the time of his temporary assignment using WorkLinks.com, a contractual penalty of CZK 500,000 for each individual breach of that obligation, while a contractual penalty is payable upon written request by the User who was the employer of such employee a temporary assignment to which a tax document (invoice) will be attached stating the exact amount of the contractual penalty within 15 days of its delivery to the relevant User and to the bank account of the aggrieved User stated on the invoice.

8.2. The right to damages, both on the part of the Company and the injured User, is not affected by the payment of contractual penalties under this Article 8 of the Terms and Conditions.

8.3. A User who is entitled to a contractual penalty pursuant to Article 8.1 of the Business Terms and Conditions is entitled to require the Company to secure the process of enforcing this claim at the expense of the Authorized User. In such a case, the User is obliged to provide the Company and/or its designated legal representative with all assistance necessary for the effective enforcement of the injured User's claim, in particular to grant the relevant power of attorney to a lawyer designated by the Company. However, the Company bears no responsibility and is not liable for the performance of any obligation to pay a contractual penalty by any User or for the correctness of the practice of an authorized lawyer.

## 9. SERVICE FEE FOR WORKING CAPACITIES SHARING

9.1. In the case of available job sharing, the Company is entitled to a reward of 9% of the value of each transaction negotiated between the Users using or with the help of WorkLinks.com (hereinafter referred to as the "Service Fee"), i.e. the price of the shared available work capacities, including all related costs. The service fee is always paid only by the User who is on the recipient's side of available work capacities.

9.2. The service fee is automatically calculated based on confirmed transaction parameters directly in the User Interface. In calculating the Service Fee, any User Agreement regarding the transaction parameters made without the use of WorkLinks.com, which is different from the parameters agreed within the User Interface, is not taken into account. At the same time, the Company is not required to take into account the fact that the transaction has not been partially or completely realized. In the event that the Company discovers in any way that a User Agreement has been reached outside WorkLinks.com, which results in a shortening of the Service Fee otherwise entitled to by the Company, the Company is entitled to claim a difference between the Service Fee paid and the Fee that would be calculated in accordance with the Business Terms and Conditions when using WorkLinks.com.

9.3. The moment of mediating the opportunity to conclude the relevant contract for the sharing of available capacities (i.e. the taxable supply) is considered the moment of confirmation of the transaction parameters by both Users within the User Interface. Following this confirmation, the Company will send the User an advance invoice containing the calculated Service Fee. Upon payment of the Service Fee, the invoice (tax document) is made available to the User within the User Interface in the "Download Section".

## 10. REMUNERATION FOR OTHER SERVICES

10.1. The Company is rewarded for using the Collaboration Module according to the current Price List published on WorkLinks.com. The moment of mediating the opportunity to conclude the relevant agreement on the sharing of available capacities is considered the

moment of confirmation of the transaction parameters by both Users within the User Interface.

10.2. Furthermore, the Company is remunerated for additional services according to the current Price List published on WorkLinks.com (hereinafter referred to as "Highlighting Remuneration").

10.3. The Company is entitled to charge the Highlighting Remuneration on the basis of an invoice (tax) document, which the Company will issue to the User based on the User-selected supplementary service. In the case of larger orders, the Company reserves the right to charge the Highlight Remuneration collectively or to negotiate with the User the accounting conditions individually.

10.4. The Company is entitled, at its discretion, to issue any advance tax invoice (pro forma invoice) to any User for any relevant or anticipated Transaction Fee or Highlighting Fee and make further use of its services conditional upon any or all of the WorkLinks.com and its preparation. and WorkLinks.com by paying it. In the event of the User defaulting on payment of any part of the Company's remuneration, the Company is entitled to restrict the use of WorkLinks.com by the User with immediate effect and without prior notice, or to delete any currently published User's ad.

## 11. PROTECTION OF COMPANY RIGHTS

11.1. The Company holds all rights, in particular, copyrights under the Copyright Act, WorkLinks.com, and all of its components, with the exception of advertising and other texts or content posted on WorkLinks.com, as a copyrighted work, in particular for graphics the multimedia content, source code of software applications that make up WorkLinks.com, as well as the overall concept and idea of WorkLinks.com and all its processing.

11.2. The use of any part of the WorkLinks.com application (in particular its graphic design, multimedia content, source code, etc.) is only possible with the express permission of the Company. In the event of unauthorized use of any part of WorkLinks.com without the Company's consent, the Company is entitled to use all means to protect its rights and legitimate interests in accordance with the Copyright Act. In the event of unauthorized parasitizing of the Company's idea in the form of a WorkLinks.com project or other unauthorized action against the Company's interests, the Company is entitled to use in particular all means of legal protection under the Civil Code.

11.3. If the User places any copyrighted work on WorkLinks.com, he grants the Company permission to use such copyrighted works available of charge, in particular for publication on WorkLinks.com, including the right to provide all such copyrighted works to a third party. The User is entitled to place such materials on WorkLinks.com only if he is the author himself, or he has the author's consent to place contributions on WorkLinks.com according to the Terms and Conditions.

11.4. If the User places any material on WorkLinks.com that contains information, scenes, goods or other values protected by a person's rights of protection and/or data protection

rights, in particular photos with personality images or material to identify individuals, the Company warrants that it has the appropriate consent of the individuals concerned for such publication.

11.5. The Company is entitled at any time to check compliance of WorkLinks.com use with the Terms and Conditions and to require the User to correct immediately, in particular by modifying or deleting information that is inconsistent with the Terms and Conditions.

## 12. LIABILITY

12.1. Since the Company does not offer available capacities and at the same time the Company does not offer any other capacities through WorkLinks.com, the Company assumes no responsibility for the content generated by the User, in particular for the truthfulness, timeliness and accuracy of the published advertising. The Company also bears no responsibility in relation to the possible absence of the Users' right to offer work or other capacities and/or in the event of non-compliance of Users with the sharing of available capacities.

12.2. To publish the offer or demand, eventually, only the User who meets all legal, contractual or other requirements to share vacant work and other capacities is entitled to respond to the advertisement posted on WorkLinks.com. The Company is not obliged to control compliance with statutory, contractual or other requirements imposed on the User.

12.3. The Company reserves the right to remove any User advertising or part thereof that does not comply with these Terms and Conditions at any time, appears to be duplicate, misleading or incomprehensible, or otherwise makes it difficult for other Users to use WorkLinks.com.

12.4. The Company is not responsible for the functionality of WorkLinks.com, nor for the timeliness, accuracy, and factual accuracy of the information published at WorkLinks.com. The Company reserves the right, at any time and without limitation, to limit, in whole or in part, the functionality of WorkLinks.com to any extent or to change the content of the information posted on WorkLinks.com. The Company is not liable to Users for any damages that may be caused to them. Any termination of the WorkLinks.com project will not affect the Company's claims for payment of its service fee, to the extent that the Company has already been entitled to it.

12.5. The Company is not liable for the content of any other Internet presentations that it does not operate and that it merely provides access to through links to WorkLinks.com or any content of WorkLinks.com created by the User, i.e. in particular for the content of advertisements and/or profiles of Users, neither for the content of advertisements or other promotions placed on WorkLinks.com by third parties.

12.6. The Company is not liable to the User for any direct or indirect loss suffered by the User in connection with the use and/or malfunction of WorkLinks.com, including any lost profits. The Company is also not liable for any harm caused to Users as a result of third party

interference with WorkLinks.com or its components or as a result of using WorkLinks.com in violation of its purpose and Terms and Conditions.

### 13. CONTACT DETAILS

13.1. Unless otherwise stated, all communications related to the operation of WorkLinks.com and the Company's Terms and Conditions must be conducted through the following contacts:

Jurent CZ, s.r.o. Rohanské nábřeží 678/23 186 00 Prague 8 – Karlín Czech Republic

Phone: +420 221 228 177 E-mail: [info@worklinks.com](mailto:info@worklinks.com)

### 14. FINAL PROVISIONS

14.1. Circumstances may arise during the operation of WorkLinks.com that will cause a reasonable need for subsequent changes to the Terms and Conditions. For this purpose, the Company is entitled to change the Business Terms and Conditions to the extent necessary. The Company is obliged to inform the User about the change of the Terms and Conditions immediately via the User Interface and/or by sending an e-mail message to the address provided by the User. The Buyer is entitled to refuse any change in the Terms and Conditions, which the Company is obliged to notify the Company in the User Interface and/or by e-mail within 5 days from the moment when the notification of the change in the Terms and Conditions was delivered to the Company. In the event of a change in the Terms and Conditions, the User is obliged to terminate the use of WorkLinks.com with immediate effect. In this case, the User's registration will be cancelled by the Company. This provision does not affect in any way the rights and obligations arising prior to the effective change of the Business Terms and Conditions.

14.2. The rights and obligations of the Company and Users relating to WorkLinks.com and/or arising in connection with WorkLinks.com not regulated by the Terms and Conditions are governed by the laws of the Czech Republic, in particular the Civil Code.

14.3. Any disputes that may arise in connection with the use of WorkLinks.com and these Terms and Conditions will be settled exclusively under the law of the Czech Republic (excluding conflict of laws) before the competent courts of the Czech Republic.

14.4. The protection of personal data processed by the Company in connection with the operation of WorkLinks.com is governed by separate rules on the handling of personal data.

14.5. An integral and binding part of the Terms and Conditions is the current WorkLinks.com Price List. This document is available in WorkLinks.com in the "Download" section.

14.6. These Business Terms and Conditions become valid and effective on 1 November 2018.