

AGREEMENT ON THE CONTRIBUTION OF PART OF AN ENTERPRISE

Telefónica O2 Czech Republic, a.s.

Company Registered No. 601 93 336

Having its registered office in Prague 4, Michle, Za Brumlovkou 266/2,
Postal Code 140 22

a joint-stock company entered in the Commercial Register kept at the
Metropolitan Court in Prague

Section B, Entry 2322

on behalf of which acts [name], [position] and [name], [position]

(hereinafter referred to as the "**Contributor**")

and

[provisional company name: **Informační linky, a.s.**]

Having its registered office at [...]

a joint-stock company duly established by the Founding Deed prepared
on [...], in the form of Notarial Deed No. [...], not yet entered in the
Commercial Register

on whose behalf acts the Contribution Administrator, i.e. the joint-stock
company **Telefónica O2 Czech Republic, a.s.**, having its registered
office in Prague 4, Michle, Za Brumlovkou 266/2, Postal Code 140 22,
Company Registered No. (IČ): 601 93 336, entered in the Commercial
Register maintained by the Municipal Court in Prague, Section B, Entry
2322, acting by [Name], [Position] and [Name], [Position], entrusted
pursuant to the provisions of Section 60 of Act No. 513/1991 Coll., the
Commercial Code, as amended, (hereinafter referred to as the
"**Commercial Code**") with the administration of the contributions paid
prior to the incorporation of the established company (hereinafter
referred to as the "**Contribution Administrator**")

(hereinafter referred to as the "**Company**")

(collectively also referred to as the "**Contracting Parties**" or individually
the "**Contracting Party**")

Preamble

WHEREAS,

- (A) the Contributor is a joint-stock company which performs its principal business activities in the telecommunication industry, in particular, mobile and fixed calls and DSL connection. The business activities of the Contributor are organized as follows: the Contributor runs an autonomous organisational unit within his enterprise, designated as „Informační a asistenční služby a katalog firem (Call-based information services and On-line business catalogue)“ (hereinafter referred to as the “**Organisational Unit**“). The Organisational Unit, which represents an autonomous organisational unit of the Contributor in the meaning of the provisions of Section 487 of Act No. 513/1991 Coll., the Commercial Code, as amended, is specified in detail in Article II. hereof (hereinafter referred to as the “**Part of the Enterprise**“);
- (B) The Company is a commercial company duly established by a non-monetary contribution of the Contributor, being the sole founder, i.e. by a Foundation Deed prepared on [...], in the form of Notarial Deed NZ No. [...], drawn-up by [...], a Notary, having his/her registered office [...], not yet entered in the Commercial Register;
- (C) The Contributor undertook to contribute a non-monetary contribution in the Company, which is represented by the Part of the Enterprise of the Contributor (hereinafter referred to as the “**Non-monetary Contribution**“) and the Contribution Administrator shall administer this Contribution with due and professional care pursuant to the provisions of Section 567(1) of the Commercial Code until the Company is incorporated;
- (D) The Contributor’s general meeting gave its consent with the entering into this Agreement. Notarial Deed NZ No. [...] was drawn-up in witness of the relevant decision on [...] by [...], Notary, having his/her registered office [...];
- (E) The Contribution Administrator, authorized pursuant to the provisions of Section 60 of the Commercial Code in the Company’s Founding Deed to administer the contributions prior to incorporation of the Company, signs this Agreement on behalf of the Company. The relations between the Contribution Administrator and the Company are governed by the provisions of the Contract of Mandate pursuant to Sections 566 *et seq.* of the Commercial Code;
- (F) The Contracting Parties have achieved complete and mutual consensus over the facts specified below;

are entering, on the date mentioned below and pursuant to the provisions of Section 59 (5) and 60(2) while adequately applying the provisions of Section 476 *et seq.* of the Commercial Code, into this Agreement on the Contribution of Part of the Enterprise (hereinafter referred to as the „**Agreement**“)

ARTICLE I.

Subject of the Agreement

- 1.1 By this Agreement the Contributor contributes to the Company's registered capital the Non-monetary Contribution represented by the Part of the Enterprise, i.e. the Contributor undertakes to hand over to the Contribution Administrator the Non-monetary Contribution represented by the Part of the Enterprise and to devolve to the Company the ownership title to the respective elements of the Non-monetary Contribution represented by the Part of the Enterprise.
- 1.2 By this Agreement the Contribution Administrator accepts the Non-monetary Contribution represented by the Part of the Enterprise being contributed, i.e. the Contribution Administrator undertakes, until the Company is incorporated, to take over the Non-monetary Contribution represented by the Part of the Enterprise, including all obligations relating to this Non-monetary Contribution represented by the Part of the Enterprise and undertakes to administer the subject, the Non-monetary Contribution until the Company is incorporated. The Contribution Administrator is also obliged to draw-up with the Contributor an acceptance report on handing over the Non-monetary Contribution represented by the Part of the Enterprise on the terms and conditions stipulated in Section 60(2) of the Commercial Code.

ARTICLE II.

Subject of the contribution

- 2.1 The Part of the Enterprise, which is the subject of the Non-monetary Contribution is the Contributor's Part of the Enterprise represented by the Organisational Unit designated as the „Call-based information services and On-line business catalogue“, which performs the following activities:
 - (a) Information retrieval on phone numbers and further related information for mobile and fix operators at numbers 1180, 1181 and 1188;
 - (b) Operation of call centres in Pardubice and Kolín;

- (c) Operation of business catalogue via online portal and for the purposes of call services;
- (d) The purchase of records and business catalogue customer care;
- (e) Operation of the internet portal www.1188.cz.

and which represents, as already described under letter (C) of this Agreement's Preamble, an autonomous organisational unit of the Contributor in the meaning of the provisions of Section 487 of the Commercial Code represented by things, rights, other property values and employees, which actually and legally relate to the Organisational Unit's „Informační a asistenční služby a katalog firem (Call-based information services and On-line business catalogue)“ activity.

- 2.2 The Part of the Enterprise is operated within the framework of the Contributor's business activities as an independent organisational unit which has its own organisation and independently performs its activities and it is designated in the Contributor's organisational structure as „Informační a asistenční služby a katalog firem (Call-based information services and On-line business catalogue)“. The Contributor's organisational structure forms Annex No. 2 to this Agreement.
- 2.3 The Contributor keeps a separate accounting for the Part of the Enterprise represented by the Organisational Unit “Call-based information services and On-line business catalogue“, which discloses the things, rights and other property values that are used to operate the Part of the Enterprise. The balance sheet of the Part of the Enterprise represented by the Organisational Unit “Informační a asistenční služby a katalog firem (Call-based information services and On-line business catalogue)“ forms Annex No. 1 to this Agreement.
- 2.4 Individual items of the Non-monetary Contribution represented by the Part of the Enterprise are described and defined in this Agreement and its Annexes as follows:
 - (a) Intangible Fixed Assets
Intangible fixed assets belonging to the Part of the Enterprise, including all its items and accessions are registered, as being part of the assets, in appropriate records of the Contributor and they are defined in Annex No. 3 to this Agreement.
 - (b) Tangible Fixed Assets
Tangible fixed assets, except for the real estate, belonging to the Part of the Enterprise, including all its fixtures and fittings, are registered, as being part of the assets, in appropriate

records of the Contributor and they are defined in Annex No. 4 to this Agreement.

- (c) Long-term Financial Assets
Long-term financial assets belonging to the Part of the Enterprise are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 5 to this Agreement.
- (d) Inventory
The inventory belonging to the Part of the Enterprise, including all its components and appurtenances are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 6 to this Agreement.
- (e) Other Assets
Other assets belonging to the Part of the Enterprise, including all its components and appurtenances are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 7 to this Agreement.
- (f) Long-term Receivables
Long-term receivables belonging to the Part of the Enterprise, including all its claims and civil fruits are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 8 to this Agreement.
- (g) Short-term Receivables
Short-term receivables belonging to the Part of the Enterprise, including all its claims and civil fruits are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 9 to this Agreement.
- (h) Short-term Financial Assets
Short-term financial assets belonging to the Part of the Enterprise are, as being part of the assets, registered in appropriate records of the Contributor and they are defined in Annex No. 10 to this Agreement.
- (i) Reserves
Reserves relating to the Part of the Enterprise, including all its components and elements, are, as being part of the liabilities, registered in appropriate records of the Contributor and they are defined in Annex No. 11 to this Agreement.
- (j) Long-term Payables
Long-term payables relating to the Part of the Enterprise,

including all its components and elements are, as being part of the liabilities, registered in appropriate records of the Contributor and they are defined in Annex No. 12 to this Agreement.

(k) Short-term Payables

Short-term payables relating to the Part of the Enterprise, including all its components and elements are, as being part of the liabilities, registered in appropriate records of the Contributor and they are defined in Annex No. 13 to this Agreement.

(l) Bank Credits and Short-term Loans

Bank credits and short-term loans relating to the Part of the Enterprise, including all its components and elements are, as being part of the liabilities, registered in appropriate records of the Contributor and they are defined in Annex No. 14 to this Agreement.

(m) Accruals and Deferrals

Accruals and deferrals relating to the Part of the Enterprise, are, as being part of the assets and liabilities, registered in appropriate records of the Contributor and they are defined in Annex No. 15 to this Agreement.

(n) Employees

List of employees belonging to the Part of the Enterprise, who are being transferred from the Contributor to the Company, is included in Annex No. 16 to this Agreement.

(o) Contracts/Agreements

A list of the agreements/contracts relating to the Part of the Enterprise, being transferred from the Contributor to the Company is included in Annex No. 17 to this Agreement.

(p) Other Items of the Part of the Enterprise and Other Obligations

Other items of the Part of the Enterprise, including their fixtures and fittings and other obligations relating to the Part of the Enterprise, including all their elements and accessions, which are not defined under letters (a) to (o) of this paragraph, are included in Annex No. 18 to this Agreement.

- 2.5 For the avoidance of any doubt the Contracting Parties represent that the subject of the Non-monetary Contribution is the entire Part of the Enterprise, including things, rights and other property values and obligations relating to the Part of the Enterprise regardless of whether they are explicitly mentioned in the preceding paragraph of this Article of the Agreement or their

explicit wording was omitted in the relevant Annex to this Agreement.

ARTICLE III. Value of the Non-monetary Contribution

- 3.1 Value of the Non-monetary Contribution represented by the Part of the Enterprise was determined as at 30 June 2010 (hereinafter referred to as the “**Valuation Date**”) by Expert’s Opinion No. 38-1/2010 dated 9 August 2010 prepared for that purpose by an Expert, i.e. the company TACOMA, a.s., having its registered office at Bredovský dvůr – Olivova 2096/4, Prague 1, Postal Code 110 00, Company registered No. 639 98 581, entered by the Justice Ministry of the Czech Republic in the List of Experts qualified for expert activities in the field of Economics, appointed by final and conclusive Decision of the Municipal court in Prague No. 2 Nc 4943/2010-8 dated 29 July 2010, pursuant to the provisions of Section 59(3 and 4) of the Commercial Code, and amounts to CZK 249,748,000 (in words: two hundred forty nine million seven hundred and forty eight thousand Czech crowns)
- 3.2 The aggregate issue price of the shares which should be issued for the Part of the Enterprise shall correspond to the value of the Non-monetary Contribution represented by the Part of the Enterprise and ascertained by the above Expert’s Opinion on the condition that the Contributor will subscribe CZK 150,000,000 (in words: one hundred fifty million Czech crowns) and the remaining part of the share premium which represents the Company’s equity.

ARTICLE IV. Contribution Payment

- 4.1 The Contributor undertakes to pay the Contribution to the Company’s registered capital, the subject of which is the Part of the Enterprise by 15, at the latest (in words: fifteen) days of the date the Company was established. The Contribution is paid in compliance with the provisions of Section 60 (2) of the Commercial Code upon handing over and accepting the Part of the Enterprise by the Contribution Administrator; this date of handing over and accepting the Part of the Enterprise shall be for the purposes of this Agreement the date of payment (hereinafter referred to as the “**Date of Payment**”), and pursuant to the provisions of Section 59 (2) of the Commercial Code, a non-monetary contribution must be paid, at the latest, prior to the entering the company’s registered capital amount in the Commercial Register.

4.2 The Contracting Parties have agreed that as at the Date of Payment

(a) the Contributor

- shall hand over the Non-monetary Contribution represented by the Part of the Enterprise to the Contribution Administrator,
- shall hand over any and all documents relating to the Part of the Enterprise to the Contribution Administrator, in particular, contractual, accounting and technical documentation relating to the Part of the Enterprise,
- shall sign any and all documents necessary for handing over the Non-monetary contribution represented by the Part of the Enterprise to the Contribution Administrator.

(b) The Contribution Administrator

- shall accept the Non-monetary contribution represented by the Part of the Enterprise from the Contributor,
- shall accept from the Contributor any and all documents relating to the Part of the Enterprise,
- shall sign any and all documents necessary for handing over the Non-monetary contribution represented by the Part of the Enterprise.

(c) The Contributor and the Contribution Administrator

- shall jointly sign the relevant acceptance protocol concerning the Non-monetary contribution represented by the Part of the Enterprise (hereinafter referred to as the “**Acceptance protocol**”).

Discharge of the obligations under this paragraph does not affect the Contracting Parties’ obligation specified in Article V. Par. 5 of this Agreement.

4.3 Things (tangible assets, low-cost tangible assets and other items not falling into the group mentioned before), which are part of the Part of the Enterprise will be handed over, depending on their character, by the Contributor to the Contribution Administrator, by their specification by the Contributor, in the presence of the Contribution Administrator, by specifying their placement and their sufficient identification by the Contributor to the Contribution Administrator and by, as the case may be, handing over the instrument which proves the ownership title to the movable in question and which is necessary for disposing of the item in question. The Contribution Administrator shall confirm the acceptance of such things in the Acceptance protocol.

- 4.4 Rights (including receivables/claims, except for ownership title), know-how and other property values already comprising the Contribution of the Part of the Enterprise shall be transferred by the Contributor to the Contribution Administrator by providing necessary explanations and relevant documentation, which proves the existence of the relevant right or in which the other property value is recorded in a manner which provides for its further use. Acceptance of rights (except for ownership title) and other property values in the form of relevant documentation shall be confirmed by the Contribution Administrator in the Acceptance protocol. The Contributor is obliged to provide the Contribution Administrator with explanations necessary for using those rights and other property values, except for cases, when such explanations may be provided by employees who are transferred as part of the Part of the Enterprise.
- 4.5 Financial assets, which are part of the Part of the Enterprise being contributed, shall be handed over by the Contributor to the Contribution Administrator as follows: cash in the Part of the Enterprise's petty cash shall be handed over as a movable and the funds in the bank accounts kept for the Part of the Enterprise to which the Contribution relates shall be transferred as follows: the Contributor shall hand over to the Contribution Administrator all documentation on those bank accounts, and an agreement shall be entered into between the Contributor, Contribution Administrator and the relevant Bank on the basis of which the Company becomes the owner of those bank accounts and the Contribution Administrator becomes a person temporarily entitled to handle those accounts as well as the funds deposited on them; the Contributor undertakes to provide the Contribution Administrator any and all necessary assistance for the purpose of ensuring the Company all rights to those bank accounts. The Contribution Administrator shall confirm the acceptance of the financial assets in the Acceptance protocol.
- 4.6 The Contributor is obliged to hand over the Contribution Administrator the documents relating to the obligations which are part of the contributed Part of the Enterprise and to provide the Contribution Administrator with any necessary explanations. The Contribution Administrator shall confirm the acceptance of such obligations in the form of relevant documentation in the Acceptance protocol.
- 4.7 It applies with respect to the Company entering into the Contributor's contractual relations which are part of the contributed Part of the Enterprise and which, at the same time, establish rights and obligations that the Company enters into them on the date of the Company incorporation.
- 4.8 The Contributor is not in delay with the handing over of the Non-

monetary Contribution represented by the Part of the Enterprise to the Company, if the Contribution Administrator does not provide assistance on behalf of the Company which is necessary for the handover in compliance with the previous covenants.

- 4.9 If it turns out in the future that any negligence in occurred in connection with the handing over and acceptance of any part of the Non-monetary Contribution (things, documentation, etc.) represented by the Part of the Enterprise or if such part cannot be handed over and accepted because of technical or other reasons, the Contributor undertakes to additionally hand over the concerned part of the Non-monetary Contribution without undue delay after either the Contributor has learnt about such negligence or the reason for not handing those items over has ceased to exist. The fact that part of the Non-monetary Contribution has not been handed over as at the Date of Payment does not effect in any manner whatsoever the Company's ownership title or the right to dispose of the part of the Non-monetary Contribution that has not been handed over, which arose pursuant to Article V. of this Agreement.

ARTICLE V. Devolution of Rights, Duties and Obligations

- 5.1 The ownership title to things, other rights and other property values which serve or should serve the purpose of operating the Part of the Enterprise as the Non-monetary Contribution paid prior to the Company incorporation devolve to the Company on the date of the Company incorporation, except for the rights and other property values whose relevant rights are acquired not before the entering of the relevant right in special records takes effect.
- 5.2 As at the Company incorporation date, all rights and obligations pertaining to the relevant Part of the Enterprise, including rights and obligations resulting from the labour and legal relations with the Contributor's employees devolve to the Company. Rights and obligations (duties) resulting from obligation relations devolve to the Company regardless of the fact whether they are governed by the Commercial Code or Act No. 40/1964 Coll., the Civil Code, as amended.
- 5.3 Rights and obligations resulting from the Contributor's personal authorisation, e.g. rights from licences, other personal items of the business which have exclusive relationship with the Contributor and do not devolve to the Transferee and the Contributor's corporate name, are not part of the Non-monetary Contribution pursuant to this Agreement, should this Agreement and/or any of its Annexes explicitly not provide otherwise.

- 5.4 With respect to the scope of the Contributor's business activities the Contracting Parties take into account that the Annexes to this Agreement do not have to necessarily comprise a complete list of the items of the Part of the Enterprise and, therefore, the Contracting Parties have agreed that all items (i.e. things, rights, other property values and obligations) legally and factually pertaining to the Part of the Enterprise devolve along the Part of the Enterprise despite the fact that they were not explicitly mentioned in the relevant Annex to this Agreement provided they belong, pursuant to the Contributor's representation, to the Part of the Enterprise and serve the purpose of performing the activities specified in Article II Par. 2.1 hereof. In such cases, the Contracting Parties undertake to additionally and adequately modify the Annexes to this Agreement.
- 5.5 The Contracting Parties undertake to make or to adopt other measures in cases where any item of the Part of the Enterprise does not devolve/transfer to the Company because of any legal or factual reason, which will be close to the considered business purpose of this Agreement, so that the relevant part of the Enterprise devolves/is transferred to the Company.

ARTICLE VI. Liability for Defects

- 6.1 The Administrator hereby represents that he inspected the Non-monetary Contribution being acquired in advance and that he has sufficient information about this Non-monetary Contribution and he is aware of all defects and shortcomings/weaknesses of the Non-monetary Contribution or pertaining thereof. The Contracting Parties have agreed that the Company acquires the Part of the Enterprise as it is.
- 6.2 The Contributor bears no responsibility for defects of the Part of the Enterprise and for the situation where the obligations pertaining to the Part of the Enterprise, which represents the Non-monetary Contribution, exceed the amount specified in Article II Par. 2.4 of this Agreement. This does not affect the Contributor's obligations resulting from the provisions of Section 59 of the Commercial Code.
- 6.3 The Contracting Parties have also agreed that the provisions of Sections 484 to 486 of the Commercial Code shall not apply to the legal relationship created between the Company and the Contributor.

ARTICLE VII.

Rights and Obligations of the Contracting Parties

- 7.1 The Contracting Parties undertake to provide each other maximum assistance necessary for the due and timely adopting of all acts and measures and for obtaining all permits, opinions, consents and decisions necessary for achieving the purpose of this Agreement. The Contracting Parties are, in particular, obliged to provide each other with information, preparation of necessary documents, co-participation in meetings or administrative proceedings (if any), etc.
- 7.2 The Contribution Administrator undertakes to organize the appropriate supervision over the Part of the Enterprise which has been entrusted to the Contribution Administrator's administration pursuant to the provisions of Section 60(2) of the Commercial Code until the Company incorporation. If the Company is not incorporated, the Contribution Administrator is obliged, as the provisions of Section 60(3) of the Commercial Code stipulate, to return the paid Contribution without undue delay along with the civil fruits and benefits thereof.
- 7.3 The Contribution Administrator is liable, according to the provisions of Section 483(2) and Section 570 of the Commercial Code for damage inflicted on the things received from the Contributor for the Company, unless he was unable to avoid such damage even despite exercising professional care.
- 7.4 The Contracting Parties have agreed that until the Company incorporation the Contributor shall, on his own behalf and at his own account, perform/ adopt legal acts necessary for ensuring the operation of the Part of the Enterprise and the Contribution Administrator will be allowed to supervise the Enterprise operation or any part thereof pursuant to Section 60(2) of the Commercial Code.
- 7.5 Pursuant to the provisions of Section 477(4) of the Commercial Code, the Company is obliged to notify its creditors, without undue delay, the assumption of obligations and the Contributor is obliged to inform its debtors, without undue delay, about the devolution of receivables to the Company. The Contracting Parties undertake to inform third parties without undue delay after the Contribution has been paid, in particular, creditors, debtors and business partners about the fact that the Part of the Enterprise is being transferred from the Contributor to the Company.
- 7.6 The Contributor undertakes to deliver to the Contribution Administrator any notification, correspondence, piece of information, order or query relating to the Part of the Enterprise the Contributor receives (as the case may be) without undue

delay.

- 7.7 The Contracting Parties undertake, after the Date of Payment and without any consideration, to mutually provide and hand over each other any and all instruments, documents and contracts/agreements and they adopt any further steps which the opposite Contracting Party will reasonably require or which may be reasonably required by any State body or by third parties.
- 7.8 The Contributor undertakes to pay any and all costs and expenses arising and relating to the preparation and entering into this Agreement.
- 7.9 Each Contracting Party undertakes to handle any piece of information it acquires or receives in connection with the contribution of the Contributor's Part of the Enterprise in the Company's registered office, or as a result of entering into this Agreement or discharging an obligation on the basis of this Agreement as a confidential information and it (*i.e. such Contracting Party*) will not disclose or provide third parties access to it in any manner, and it will not use such piece of information with the purpose of generating itself or to another any benefit. For the purposes of this Agreement, confidential information shall include, in particular, production, technical, commercial, organisational, property and other data concerning any of the Contracting Parties, which are not publicly available regardless of the fact whether their disclosure could inflict damage on the Party to which such data relate. The Contracting Parties undertake to observe this provision also for the period of two (2) years of the end of the effect of this Agreement.
- 7.10 The obligation specified in the preceding paragraph does not apply to providing access to confidential information:
- (a) provided the opposite Contracting Party has given its written consent with such disclosure,
 - (b) to its own employees and persons bound by a similar relationship, which has arisen on the basis of a commercial or a similar contract/agreement, and for the purposes of fulfilment of tasks of such persons; however, when providing such persons with access to protected information the Contracting Party concerned must observe the following rules:
 - i. the mentioned persons may not be provided with access to such confidential information the knowledge of which is not necessary for fulfilment of tasks for the subject person, and
 - ii. the mentioned persons may not be provided with

confidential information provided the subject person is not legally bound to observe the terms and conditions for keeping such information secret pursuant to this Agreement,

- (c) in case of a mandatory obligation to frustrate or to report commission of a criminal offence or in case of another mandatory obligation to provide information; the Contracting Party, which provides or discloses a confidential information about the opposite Contracting Party is obliged to describe such information as a business secret and to notify its disclosure to the opposite Contracting Party,
- (d) which the Contracting Parties are not interested in keeping secret. The Contracting parties are obliged to show that they are not interested in keeping such information secret in advance.

ARTICLE VIII.

Representations and Warranties of the Contracting Parties

- 8.1 As at the effect of this Agreement the Contributor is providing the Contribution Administrator with the following unconditional and irrevocable representations and warranties:
 - (a) All consents, authorisations and other permits required for operation of the Part of the Enterprise shall be transferred from the Contributor to the Company as at the Date of Payment pursuant to generally binding legal regulations and according to the provisions of this Agreement. Any and all consents, authorisations and permits have legal force and effect and there are no circumstances which would mean that any of such consents, authorisations and permits will be or could be revoked or renewed.
 - (b) The Contributor, according to his knowledge, has managed the Part of the Enterprise in compliance with relevant laws and regulations, and as far as relations to the Part of the Enterprise are concerned the Contributor has no obligations arising from illegal acts created by the Contributor or by persons for which the Contributor is responsible prior to the Date of Payment.
 - (c) All equipment and other things being transferred pursuant to this Agreement correspond to the condition and the manner of use and are operational, they have been duly maintained and operated and comply with relevant safety regulations and standards.

- (d) All commercial contracts/agreements concerning the Part of the Enterprise have been entered into on the commercial basis, in good faith in favour of the Contributor.
- (e) The Contributor is not a party to any court dispute, arbitration proceeding, prosecution or any other legal procedure or investigation conducted by another State body in connection with the subject of this Agreement, which could have a material effect or consequence on the Part of the Enterprise. The Contributor represents that no such events are pending or imminent, and the Contributor is not aware of any circumstance which could be likely to initiate arising of such event.
- (f) The Contributor is fully authorised, entitled and empowered to enter into this Agreement and to discharge its obligations resulting thereof.
- (g) The Contributor will sign all documents and will make all acts which may be required in order to complete the transactions the implementation of which is the subject of this Agreement as soon as possible.
- (h) The disposing of the Part of the Enterprise by the Contributor is not and will not be restricted until the Date of Payment the Contribution in any manner whatsoever.

8.2 As at the date of the effect of this Agreement the Contribution Administrator is providing the Contributor with the following unconditional and irrevocable representations and warranties:

- (a) The Contribution Administrator is fully authorised, entitled and empowered to enter into this Agreement and to discharge its obligations resulting thereof.
- (b) The Contribution Administrator will sign all documents and will make all acts which may be required in order to complete the transactions the implementation of which is the subject of this Agreement as soon as possible.
- (c) By signing this Agreement the Contribution Administrator confirms that he had checked and inspected the condition of the Non-monetary Contribution, the subject of which is the Part of the Enterprise, prior to entering into this Agreement, and the Contribution Administrator represents that he is aware of the condition of the Non-monetary Contribution.

8.3 The Contracting Parties declare that the representations and warranties made pursuant to this Article of this Agreement are true, accurate, complete and not misleading.

ARTICLE IX.
Closing Provisions

- 9.1 This Agreement becomes valid and takes effect on its signature by both Contracting Parties in conjunction with the discharge of the obligations pursuant to the provisions of Section 67a of the Commercial Code.
- 9.2 Mutual rights and obligations of the Contracting Parties pursuant to this Agreement are governed by the laws of the Czech Republic. If any matter, which is not explicitly or implicitly governed by this Agreement, arises over the duration of this Agreement, the Contracting parties have agreed that such matter shall be discussed and settled in a manner which is fair and just for all Contracting Parties with respect to the purpose of this Agreement, and if it is possible at all, not unreasonably to the detriment of any Contracting party.
- 9.3 If any provision of this Agreement becomes ineffective, invalid or unenforceable or if this Agreement has loopholes, this fact does not affect the effect, validity and enforceability of the other provisions of this Agreement. Such ineffective, invalid or unenforceable provision shall be replaced by such an agreed provision whose meaning and purpose is the closest to that ineffective, invalid or unenforceable provision. If this Agreement has loopholes, another provision shall be agreed which will be the closest to what the Contracting Parties would agree on had they taken into consideration such circumstances when entering into the Agreement.
- 9.4 Both the Contributor and the Company shall file the Agreement on the Contribution of the Part of the Enterprise in the Collection of Deeds of the Commercial Register pursuant to the provisions of Section 59(5) in conjunction with the provisions of Section 38i(1), letter i) of the Commercial Code. At the same time, pursuant to the provisions of Section 488(1) of the Commercial Code the Contributor is obliged, without undue delay, after the Part of the Enterprise has been contributed pursuant to this Agreement, to propose and to make any and all legal steps for recording the entry on the contribution of the Part of the Enterprise in a special file kept for the Contributor by the Commercial Register.
- 9.5 This Agreement represents the entire agreement between the Contracting Parties on the subject thereof. This Agreement may be changed or amended only by upwardly numbered written amendments signed by both Contracting Parties. As regards matters not addressed by this Agreement, the subject obligation relationship shall be governed by applicable provisions of the

Commercial Code.

9.6 The following Annexes are an integral part of this Agreement:

1. Annex No. 1 - Balance sheet of the organisational unit „Informační a asistenční služby a katalog firem (Call-based information services a On-line business catalogue)“
2. Annex No. 2 - Organisational structure of the Contributor
3. Annex No. 3 - Intangible Fixed Assets
4. Annex No. 4 - Tangible Fixed Assets
5. Annex No. 5 - Long-term Financial Assets
6. Annex No. 6 - Inventory
7. Annex No. 7 - Other Assets
8. Annex No. 8 - Long-term Receivables
9. Annex No. 9 - Short-term Receivables
10. Annex No. 10 - Short-term Financial Assets
11. Annex No. 11 - Reserves
12. Annex No. 12 - Long-term Payables
13. Annex No. 13 - Financial Assets Payables
14. Annex No. 14 - Bank credits and Short-term Loans
15. Annex No. 15 - Accruals and Deferrals
16. Annex No. 16 - Employees
17. Annex No. 17 - Contracts/Agreements
18. Annex No. 18 - Other Items of the Part of the Enterprise and Other Obligations

9.7 This Agreement has been drawn up in [...] (in words: [...]) counterparts, and each Contracting Party shall receive [...] (in words: [...]) counterparts.

Prague, on [...] 2010

Contributor:

Contribution Administrator:

.....
[Name]
[Position]

.....
[Name]
[Position]

.....
[Name]
[Position]

.....
[Name]
[Position]