

ENGAGEMENT AGREEMENT

This agreement is made on Juni 17, 2020, in Lima (Peru) between **Estudios Zevallos Coll & Asociados** ("Uniquiece" or "**Company**"), with the company location at Calle Enrique Caballero Orrego 325, Miraflores, Lima 15048, Peru, and **CzechTrade** ("**Client**"), with its principal headquarters located at Dittrichova 21, Prague 2 (Czech Republic).

CzechTrade requires the consulting services to provide professional support to its office in Peru on activities related to merchandising, market analysis, organization of business forums, meetings, etc. These services also include assistance and consultation for Czech companies willing to enter and make business in Peru, in relation with their commercial matters, agreements and immigration services among special assistance requirement for **CzechTrade** itself.

Upon the referenced request, this engagement agreement hereby provides a quotation and the terms on which **Estudios Zevallos Coll & Asociados**, a company incorporated in Peru and regulated by the legislation of this country, whose **business** is the provision of consulting services to various public or private, national or international entities, and which has advised important institutions since its incorporation in 2006, will provide the requested consulting services to **CzechTrade**, in case this quotation is accepted. These services will be provided by **Estudios Zevallos Coll & Asociados**.

This engagement agreement is divided as follows: (i) Consulting services provided to **Czechtrade** and/or the members/associates of **Czechtrade**; (ii) Services rendered by an associated member of **Estudios Zevallos Coll & Asociados**; (iii) Services not included in the quotation; and (iv) General terms.

Having said the aforementioned, please find our quotation as follows:

(i) Consulting services provided by Estudios Zevallos Coll & Asociados to CzechTrade and/or the members/associates of Czechtrade.

(a) Services included:

All the consulting services required by **CzechTrade** and/or the Czech companies that approach **CzechTrade** and/or are members of **CzechTrade** and wanted to enter into the Peruvian market.

The consulting services could be provided either by phone, mail or personally. **Estudios Zevallos Coll & Asociados's** goal is to provide advisory services to Czech citizens and companies in order to feel familiar with the commercial environment in Peru as well as to the Peruvian companies in order to gain knowledge about possible partners among Czech companies.

In case that the consultation requires a deep research, such as the type of authorization required for the importation and **commercialization** into the Peruvian market for medical devices or medicines; **telecommunication**, energy, IT technologies among other matters that requires a deep analysis of the laws and regulations, **Estudios Zevallos Coll & Asociados** will be very glad to provide **CzechTrade** with a quotation for the specific services.

(ii) Services rendered by a Associated Member of Estudios Zevallos Coll & Asociados

a) Services included:

As part of **Estudios Zevallos Coll & Asociados' associated** members, we have a Czech national and we will be very glad to provide **CzechTrade** with commercial and marketing research **services, including** directly at the **facilities of CzechTrade in Lima, Peru**. The associated member is Ms. [REDACTED] (Passport Number [REDACTED] RUC [REDACTED]).

The **Estudios Zevallos Coll & Asociados' associated** member shall comply with the safety and security measures of the facilities of **CzechTrade**, and respect the guidelines and instructions of the Director of **CzechTrade** in Lima. The Director of **CzechTrade** in Lima is allowed to provide instructions and require services directly from

the associated member without the prior advice or the approval of the **Estudios Zevallos Coll & Asociados**. The associated member shall respect the schedules of the facilities of CzechTrade for rendering the consulting services.

The **Estudios Zevallos Coll & Asociados** shall be responsible for managing the accounting and bank transfers of the monthly remuneration to the associate expert who, in return, shall be responsible for issuing monthly electronic receipt (*recibo por honorario – RHE*) to comply with the requirements established by the Peruvian tax authority (*SUNAT*), and provide **Estudios Zevallos Coll & Asociados** the bank account and bank transfer information for such purposes.

(iii) General terms of the services.

(a) Quotation and Payment conditions:

For the services described in items (i) and (ii) above, the hourly fees agreed on are:

16 USD

(in words: **Sixteen United States Dollars**)

The said amount shall be maximal and final. Within the framework of performing the subject of this agreement, it is expected that the activities listed in this agreement performed by the Company for CzechTrade will be in a **maximum scope of 1440 hours** (in words: **One Thousand and Forty Fours Hours**) for the duration of the agreement.

Estudios Zevallos Coll will issue a report to **CzechTrade** with the description of consulting services provided and performed in the month.

Bank Account Name: **Estudios Zevallos Coll and Asociados S.Civ.R.L**

Bank Account at: [REDACTED]

Bank Address: [REDACTED]

BA Owner's Address: [REDACTED]

Note for Bank Account's Legal Representative: [REDACTED]

Bank Account USD: [REDACTED]

Int. SWIFT/BIC: [REDACTED]

Estudios Zevallos Coll commits itself to elaborate and provide **CzechTrade** with the respective invoice during the first 5 business days of each month.

(b) Personnel in charge:

The undersigned for **Estudios Zevallos Coll & Asociados** is the legal representative of the Company. **Estudios Zevallos Coll & Asociados** has qualified personnel and associated experts who will attend to the requirements of the **CzechTrade** under this engagement agreement signed between both entities. In this case, the Company's legal representative in charge has assigned Ms. [REDACTED] (Czech Passport Number [REDACTED] RUC [REDACTED]), who will be in charge of delivering the consulting services for the **CzechTrade**.

(c) Confidentiality:

Please also note that the obligation of **Estudios Zevallos Coll & Asociados**, its staff and associated members, to observe strict confidentiality regarding all information and documentation received, made of its knowledge and/or that may be delivered in relation to matters in which **CzechTrade** requires the consulting services of the Company. No such information or documentation shall be disclosed or discussed with anyone not authorized by **CzechTrade**, nor can it be used for any other purpose other than instructed by the Client, except in cases where applicable laws require it.

(d) Liability:

The liability of the Company, its staff and its associated members is and will be limited to prosecute, obtain and perform timely, duly and properly the services described in this agreement. **Estudios Zevallos Coll & Asociados** will be very pleased in assisting **CzechTrade** with the compliance of any future requirement, contract, negotiation and/or obtaining of permit/authorization prior writing notice.

(e) Term and Termination of the Services:

This engagement agreement and the services and obligations contained herein shall be valid as of August 01, 2020 to July 31, 2021. With the approval of this engagement agreement, the present document will substitute previous engagements and agreements executed between the parties regarding this subject matter.

This engagement agreement may be terminated by either party, without giving a reason, subject to 2 (two) months' notice in writing starting on the first day of the following calendar month after the delivery of written notice to the last known address of the other party; the notice is deemed duly delivered even when the relevant party has not learned of the delivery of the notice, if the mail addressed to the other party was returned to the sending party as undeliverable mail, or if the mail containing the notice was not collected within the collection period and/or the addressee refused to accept delivery of the mail.

(f) Refund.

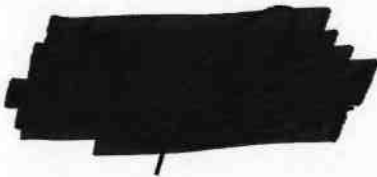
If the Company deems some costs non-current, such costs must be agreed by Czech Trade in writing in order for them to be covered, or, if it is the case, refunded. Such agreement shall include the type and estimated amount of the cost. Czech Trade shall pay the Company actual and demonstrably spent costs agreed in writing in advance. The account of such costs including documents proving the origin and justification thereof shall be part of the monthly invoice issued pursuant to the preceding Subsection. Both parties agree that a writing approval by e-mail shall suffice to understand that such cost, expense or investment is necessary for the services, and therefore, refundable.

Estudios Zevallos Coll & Asociados sincerely appreciates the opportunity to assist **CzechTrade** in its activities in Peru. This engagement agreement correctly reflects the mutual understanding of the terms and conditions between **Estudios Zevallos Coll & Asociados** and **CzechTrade** as confirmed by by signing and dating three copies of this agreement by representatives of both entities below.

Estudios Zevallos Coll & Asociados are pleased to have been selected to deliver consulting services to CzechTrade, and look forward to develop a long-term collaborative relationship Peru.

In Lima (Peru), dated July 31, 2020

In Lima, dated August 01, 2020



Jorge Leonardo Zevallos Coll
R.U.C 20513126434
Estudios Zevallos Coll, *Legal Representative*



Director, CzechTrade Office in Lima, Peru