

**KB****BUSINESS TERMS AND CONDITIONS OF THE
FINANCIAL GROUP OF KOMERČNÍ BANKA, A.S.,
NUMBER 004****I. Definitions of Certain Terms**

- (a) **"Business Terms and Conditions"** shall mean these business terms and conditions that are part of the Contract;
- (b) **"Civil Code"** shall mean Act No. 89/2012 Coll., the Civil Code, as amended;
- (c) **"Contact Persons, Addresses and Numbers"** shall mean Purchaser's and Contractor's employees authorised to act in matters relating to the Contract except for entering into the Contract and/or amendments thereto or its terminating/cancelling, and addresses and numbers to which facts and information connected with the Contract shall be communicated, i.e. (i) the name of a Contact Person, (ii) telephone number and (iii) electronic address (email address);
- (d) **"Contract"** shall mean a separate contract for the provision of the Supply entered into by and between the Purchaser and the Provider executed based on an Order or without an Order;
- (e) **"Contracting Parties"** shall be the Purchaser and the Provider;
- (f) **"Copyright Act"** shall mean Act No. 121/2000 Coll., On Copyright, as amended;
- (g) **"Corruption Practices"** shall mean taking or offering a bribe or indirect bribery as envisaged in Act No. 40/2009 Coll., the Criminal Code, as amended;
- (h) **"Document"** shall mean the document entitled "Duties of a User of the Information System of Komerční banka, a.s.";
- (i) **"Documentation"** shall mean any and all documentation relating to the provision of the Supply under the Contract (including, without limitation, studies, analyses, specifications, installation procedures, operational instructions, user's techniques under standard and non-standard modes, description of communication and testing procedures, user's guides and manuals, certificates, declarations of conformity, and other information) that the Purchaser may reasonably require;
- (j) **"Entities"** shall mean Provider's employees, associates, members of its statutory or supervisory body, sales representatives or any entity controlled by the Provider;
- (k) **"Handover Protocol"** or **"Acceptance"** or **"Acceptance Protocol"** shall mean a written document issued and signed by the Purchaser, by which the Purchaser confirms that the Supply has been duly provided pursuant to the Contract;
- (l) **"List"** shall mean the "List of Companies of the Purchaser's Financial Group" contained in Article XXVI(3) hereof;
- (m) **"Order"** shall mean a Purchaser's proposal for the Contract, which shall be executed as soon as the Provider accepts the Order. The Order must always contain at least the following information: (i) a description of the Supply, (ii) the location of the Supply, (iii) the deadline of the Supply, and (iv) the Price;
- (n) **"Provider"** shall mean a person specified as such in the Order and/or Contract executed pursuant to Section II of the Business Terms and Conditions. For the purpose of the Business Terms and Conditions, the Provider shall also mean the Contractor, Seller or another contractual partner of the Purchaser, as specified in the Order and/or Contract executed pursuant to Section II of the Business Terms and Conditions;
- (o) **"Price"** or **"Fee"** shall mean the price/fee specified in the Contract, which should be paid for the Supply;
- (p) **"Purchaser"** shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33 čp. 969, PSČ 114 07, IČO (Company ID): 4531 7054, VAT Payer No.: CZ699001182, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360 and, further, the companies included in the List;
- (q) **"Sanctions"** shall mean any economic (commercial) or financial sanction, trade embargoes or similar measure enacted, administered or enforced by any of the following subjects (or by any of their authorities): (i) the United Nations; (ii) the United States of America; (iii) the United Kingdom; or (iv) the European Union or any of its current or future Member States;
- (r) **"Sanctioned Person"** shall mean any person, whether or not a legal entity: (i) included on any list of persons subject to the Sanctions; (ii) located in or organized under the laws of any country or territory subject to the comprehensive Sanctions; (iii) owned or controlled, directly or indirectly (as defined in the particular Sanction), by a person referred to in paragraph (i) or (ii) above; or (iv) that is or shall become subject to the Sanctions over time;
- (s) **"Société Générale"** shall mean the company Société Générale, S.A., B 552 120 222, registered office at 29, bld. Haussmann, 75009 Paris, France;
- (t) **"Specialist"** or **"Representative"** shall mean a person employed, hired or otherwise contractually engaged by the Provider, who personally provides the Services that are part of the Supply provided by the Provider. The Provider shall ensure that the Specialist shall always have the skills and expert knowledge required by the Contract. If the Provider is a natural person, he/she shall also be considered a Specialist;
- (u) **"Subcontractor"** shall mean a third party engaged by the Provider in compliance with the Contract for the

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purpose of providing the Supply under the Contract;

- (v) **"Supply"** shall mean a supply (performance) of any kind and nature delivered by the Provider under the terms and conditions agreed in the Contract by and between the Contracting Parties, notwithstanding whether or not the Supply is an in kind supply and whether it is material or immaterial;
- (w) **"VAT"** shall mean the value added tax according to applicable law;
- (x) **"Working Hours"** shall be from 9:00 to 17:30 hrs on working days, unless specified otherwise in the Contract.

If these Business Terms and Conditions contain capitalised terms that are not given specific meaning herein, the definitions used in the Contract shall be used to define such terms.

II. Representations of the Contracting Parties

1. The Purchaser hereby declares that (i) it is a legal entity duly established and registered in the Commercial Register under Czech law and (ii) it is entitled to enter into the Contract.
2. If the Provider is a natural person, he/she declares that (i) he/she is entitled to enter into the Contract and (ii) he/she is registered in the Trade Register.
3. If the Provider is a legal person, it declares that: (i) it is entitled to enter into the Contract; and (ii) it is a legal person duly established and registered under the applicable law in the Commercial Register or other similar register..
4. If the Provider is a VAT payer, he/she/it declares that: (i) as at the date of execution of the Contract he/she/it is not considered an unreliable payer in accordance with the VAT Act, and that the number of the account to which the payment for the taxable supply (the Price) is made has been made public by the tax authorities as an account used for economic activities, and (ii) the amount paid for the taxable supply (the Price) is not without economic justification evidently different from ordinary value pursuant to Act No. 151/1997 Coll., on Valuation of Property and on the Amendment of Certain Acts (Property Valuation Act), as amended.
5. The Purchaser hereby confirms and assures that it is entitled to authorise the Provider to use the Purchaser's assets to such extent to which the Provider has actually been authorised by the Purchaser and that is necessary for the provision of the Supply.
6. The Provider hereby confirms and assures that he/she/it shall neither use nor handle the Purchaser's assets for any other purpose than providing the Supply under the Contract. The Provider further confirms and assures that he/she/it shall not use or handle the Purchaser's assets in contradiction to rights the Purchaser has over them under the Contract.

III. Executing the Contract

1. Executing the Contract without an Order. In case that the Contract **is not** executed based on an Order, it shall be executed as soon as it is signed by both Contracting Parties.
2. Executing the Contract based on an Order.
 - 2.1 In case that the Contract **is** executed based on an Order, it shall be executed as soon as the Order is accepted by the Provider.
 - 2.2 The Purchaser shall send the Order to the Provider by email.
 - 2.3 The Provider shall be obliged to confirm to the Purchaser the acceptance of the Order by email, in accordance with Section XXIII of the Business Terms and Conditions, within 2 working days from the moment of its receipt. If the Provider fails to confirm the Order by the aforesaid deadline, he/she/it shall be considered not to have accepted the Order and the Contract shall not be considered executed, unless specified otherwise in Article 2.5.
 - 2.4 The Order delivered by electronic mail (email) shall be considered a written order by the Contracting Parties.
 - 2.5 The Contracting Parties have agreed in accordance with the provisions of Sections 1743 and 1744 of the Civil Code that the Contract shall be deemed executed even without being accepted by the Provider in the manner described in Articles 2.1 and 2.3 above in case that (i) the Provider follows the Order, i.e. provides the Supply to the Purchaser, and (ii) the Purchaser accepts the Supply. The Contracting Parties have agreed that the terms and conditions set forth in the Order shall apply in full to the Contract executed in the manner described in this Article (e.g. including possible contractual penalties for the late delivery of the Supply in case that the Supply is not delivered by the deadline stated in the Order). If the Purchaser accepts the Supply after the delivery deadline stated in the Order, it shall not be construed as if the Purchaser has agreed to a later date of delivery.

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IV. Rights and Obligations of the Contracting Parties

1. The Provider shall be obliged to hand over the Documentation to the Purchaser if such Documentation is part of the Supply.
2. While providing the Supply under the Contract, the Provider shall be obliged to act honestly, in good faith and in accordance with due professional care, and to safeguard the Purchaser's interests and good reputation.
3. The Provider shall be liable for items and valuables he/she/it shall receive from the Purchaser so as to use them while performing the Contract pursuant to Section 2944 of the Civil Code. As soon as the relevant Supply comes to an end, the Provider shall be obliged to give them back to the Purchaser in the manner set forth in Article XVII(7) of the Business Terms and Conditions, unless they have been used up by the Provider in compliance with terms and conditions of the provision of the Supply.
4. The Provider shall be obliged to:
 - (i) Provide the Supply in accordance with the Contract;
 - (ii) Satisfy Purchaser's demands for the Supply in accordance with the Contract and Purchaser's directives that will be part of such demand;
 - (iii) Warn the Purchaser in an appropriate and demonstrable manner that a Purchaser's demand concerning the provision of the Supply is objectionable;
 - (iv) Inform the Purchaser in writing that data protection procedures used by the Purchaser are incorrect or incomplete and do so immediately after having detected such incorrectness or incompleteness;
 - (v) Act with due professional care to make sure that all necessary measures are taken so that the Purchaser's data handled by the Provider shall be protected from being accessed by unauthorised persons;
 - (vi) Refrain from using of and/or tampering with, contrary to the Contract and/or beyond the extent of normal use, the Purchaser's systems and assets by means of which the Provider provides the Supply, unless the Purchaser gives its express consent in each single case and unless set forth otherwise with respect to specific cases in the Contract;
 - (vii) Assure that the equipment he/she/it installs into the Purchaser's internal environment while providing the Supply is compatible with the Purchaser's system and environment as well as with Purchaser's assets. In case of doubt, the Purchaser shall give its opinion as to the compatibility of such equipment upon the Provider's request by a reasonable deadline.
5. The Provider hereby authorises the Purchaser to use the Provider's assets (e.g., equipment, including leased equipment, and software, including licensed software) if such use of the Provider's assets by the Purchaser is part of the Supply provided by the Provider.
6. The Purchaser shall be entitled to give instructions to the Provider while the Supply is provided. The Provider shall be obliged to make sure that the Specialists shall adhere to such instructions and comply with them. The Provider shall advise the Purchaser in case that its instruction is objectionable and shall follow such an instruction only if the Purchaser insists on it despite having been advised.
7. The Provider shall be obliged to see to it that the Specialists adhere to the Purchaser's internal rules (safety regulations and other instructions) with which they shall be acquainted by the Purchaser. The Purchaser shall ensure a handover of relevant internal rules to the Provider's Contact Person and shall inform the Provider of material changes therein at least once a year.
8. The Provider shall be fully liable for any damage caused to the Purchaser by a Specialist who shall offend against the Purchaser's internal rules, with which he/she shall have been acquainted.
9. In case that the Provider is deprived of a licence authorizing him/her/it to perform professional activities referred to in the Contract, he/she/it shall be obliged to notify the Purchaser immediately.
10. The Specialist is entitled to notify the Purchaser and/or Société Générale of any act that the Specialist considers to be a breach of the Purchaser's internal regulations or a breach of applicable law (the so-called right to "blow the whistle").

V. Location and Deadline of Delivering the Supply

1. The location of and deadline for delivering the Supply shall be stated in the Contract. If no location of delivering the Supply is stated in the Contract, the address of the Purchaser's registered office shall be considered the required delivery location.

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2. The Provider shall be obliged to deliver the Supply to the Purchaser by the delivery deadline, during the Working Hours.
3. The Provider shall be obliged to alert the Purchaser in time and without any delay that the Supply may be delivered belatedly or the Specialists may be absent.

VI. Price

1. The Price shall be specified in the Contract.
2. The Purchaser shall be obliged to pay to the Provider the Price specified in the Contract.
3. The Price shall cover any and all costs incurred by the Provider in connection with the provision and delivery of the Supply.
4. The VAT shall be stated separately from the Price in a tax document (invoice).

VII. Handing Over and Acceptance of the Supply

1. The Purchaser shall accept the Supply from the Provider by issuing the Handover Protocol.
2. The Provider shall be obliged to deliver the Supply to the Purchaser free from any legal and physical defects, duly and in time.
3. The Purchaser shall not be obliged to accept the Supply unless it is free of any defects and arrears.
4. The Provider shall be obliged to hand over the Documentation to the Purchaser by the date of acceptance by the Purchaser of the Supply (at the latest).

VIII. Property Rights; Transfer of the Danger of Damage to the Item

1. If the Supply consists in the purchase of a movable item and/or in the execution of a work, the property rights to the movable item and/or the subject of the work, along with the danger of damage to the movable item and/or the subject of the work, shall be transferred to the Purchaser starting from the moment of signing of the Handover Record by the Purchaser. The provisions of the foregoing sentence shall also apply in cases where the provision of the Supply results in a creation of a movable item.
2. The provisions of Article 1 shall also apply to the Documentation, unless the Contract provides otherwise,

IX. Warranty

1. If the Supply consists in the purchase of a movable item, execution of a work, or the provision of a service results in a creation of a movable item, the Provider shall give to the Purchaser a warranty for such a Supply. The Provider undertakes that the Supply provided under the Contract shall be suitable for the use for which it is intended by the Contract, in other words, for the usual purpose, throughout the warranty period, and shall retain the properties specified in the Contract, in particular those defined in the Documentation. If the Contract fails to specify certain properties of the Supply, the Provider pledges under the warranty granted to the Purchaser that the Supply provided under the Contract shall retain its usual properties throughout the warranty period.
2. The duration and beginning of the warranty period. The duration of the warranty period is specified in the Contract. If the Contract fails to specify the duration of the warranty period explicitly, it shall be 24 months starting from the moment of signing of the Handover Record by the Purchaser.

X. Liability for Defects in the Supply

1. Notification of defects in the Supply. If the Purchaser detects any defect in the Supply, it shall prepare a notification of the defects, which shall include information about the Contract under which the defective Supply has been provided, the date of detection of the defect, and an assessment of the defect by the Purchaser. The Purchaser shall deliver the notification to the Provider without any unnecessary delay along with a request for submitting a proposal of measures for mending the defects and for rectification.
2. Form of the notification of defects and manner of its delivering. The Purchaser shall deliver the notification of defects to the Provider in a written form, in any of the manners stated under Section XXIII of the Business Terms and Conditions.

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3. Provider's duties; the proposal of measures for mending the defects. The Provider shall be obliged and undertakes to perform the below duties by the deadline stated in the Contract or, as the case may be, within 2 working days from the receipt of the notification of defects as per above Articles 1 and 2:
 - a) Arrive at the place specified by the Purchaser in order to examine the Supply and analyse the defects reported by the Purchaser in the notification of defects, and propose specific measures for mending the defects in the Supply by the said deadline, or
 - b) Report to the Purchaser a proposal of specific measures for mending the defects in the Supply at the Provider's cost.
4. Deciding on the claims arising from the liability for the defects; determining the manner and deadline for mending the defects. The decision-making with regard to the claims arising from the liability for the defects in the Supply and determining the manner in which the detected defects should be mended shall be solely on the Purchaser's discretion and the Purchaser shall not be bound by the Provider's proposals. The Purchaser shall be obliged to notify the Provider in writing, within 5 working days from the delivery of the Provider's notification as per Article 3, whether the Purchaser:
 - a) Agrees with the measures for mending the defects in the Supply suggested by the Provider, in which case the Purchaser shall set a deadline for mending the defects in the Supply, or
 - b) Disapproves of the measures for mending the defects in the Supply suggested by the Provider, in which case the Purchaser shall set the manner of and deadline for mending the defects in the Supply, or
 - c) Asserts another claim arising from the liability for the defects in the Supply as per Article 5 below instead of demanding that the defect in the Supply should be mended.

If the Provider makes default in performing his/her/its duties as per Article 3, the Purchaser shall be entitled to decide on the claim arising from the liability for the defects and/or on the specific measures for mending the defects and set the 5-day deadline starting from the date at which the period of time allowed for performing the duties set out in Article 3 above shall have elapsed in vain. The manner of and deadline for mending the defects stipulated by the Purchaser under paragraphs (a)(b) and the decision on the claims arising from the liability for the defects as per paragraph (c) shall be binding for the Provider.
5. Claims arising from the liability for defects. Notwithstanding the nature of the specific defect and the gravity of the breach of the Contract caused by the occurrence of the defect, the Purchaser shall always be entitled to:
 - a) Demand the mending of the defects by providing a replacement Supply for the deficient one and/or delivering the missing Supply,
 - b) Demand the correcting of legal defects,
 - c) Demand a repair of the Supply by mending the defects, if they can be mended,
 - d) Demand a reasonable discount on the Price, which shall be at least 15% of the Price,
 - e) Cancel the Contract,
 - f) Examine the Supply by itself or through the agency of another person at the Provider's cost and, as if necessary, according to Provider's instructions; take necessary measures to detect the defects; sort/repair them; or procure a replacement Supply, without such measures taken by the Purchaser having any effect on the warranty for the provided Supply. In that case, the Provider undertakes to compensate the Purchaser for incurred costs in full and the Purchaser shall be obliged to substantiate the costs incurred as per the foregoing sentence and maintain records from which the defects in the Supply shall be evident. The Purchaser shall have an exclusive right to decide between the above claims.
6. Subsequent deciding on the claims arising from the liability for the defects. If it later turns out that the defects in the Supply are irreparable or the mending/repair should be unreasonably costly, the Purchaser may claim a replacement Supply or assert another claim arising from the liability for the defects as per Article 5 above, as long as the Purchaser informs the Provider about such a decision without any unnecessary delay after the later has notified the former of the irreparability or the unreasonable cost.
7. Failure to mend the defects in the Supply. If the Purchaser asserts the claim arising from the liability for the defects as per Article 5(a)(b)(c) above and the Provider fails to mend the defects in the Supply in the manner and by the deadline stipulated by the Purchaser, or if the Provider informs the Purchaser about his/her/its unwillingness to mend the defects before such a deadline, the Purchaser shall be entitled to:
 - a) Cancel the Contract, or
 - b) Assert any other claim as per Article 5 above.
8. Non-payment of the Price until the mending of the defects. The Purchaser shall not be obliged to pay to the Provider the yet unpaid Price until all the defects in the Supply are mended.
9. The Purchaser shall be entitled to claim with the Provider its rights arising from the deficient Supply at any time after the defects are detected, for the period of 3 years from the moment of signing of the Handover Record by the Purchaser, or throughout the duration of the warranty period, if warranty was granted, and to claim them before court. The Provider shall not be entitled to object to a belated assertion of the Purchaser's rights arising from the deficient Supply as long as the Purchaser has asserted them during the period of time stated in this

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Article.

XI. Payment Conditions

1. The Purchaser shall be obliged to pay to the Provider the Price as per a tax document (invoice).
2. The Provider shall be obliged to issue a tax document (invoice) on the date agreed upon in the Contract. This date shall also be considered a taxable supply date. If such date has not been agreed upon, the Provider shall not be entitled to issue a tax document (invoice) before the date at which the Handover Report shall be signed by the Purchaser. This date shall also be considered the taxable supply date.
3. Recurring supply. In the case of a recurring supply, the Provider shall not be entitled to issue a tax document (invoice) earlier than the last day of the relevant calendar month in which the recurring supply has been provided, unless the Contract provides otherwise. For the purposes of the Contract, the last day of the relevant calendar month shall be deemed to be the recurring taxable supply date, unless the Contract provides otherwise.
4. Particulars of the tax document. Copies of Handover Records confirmed by the Purchaser and the number of the Contract, based on which the Provider has provided the Supply, shall be part of the tax document (invoice). If the Supply consists in construction or assembling works defined in Section 92(e) of Act No. 235/2004 Coll., on the Value Added Tax, as amended (hereinafter the "**VAT Act**"), the Provider shall be obliged to state in the tax document (invoice) its categorizing in compliance with the CZ-CPA Production Classification numeric code 41 to 43 effective as of 01 01 2008. In accordance with the VAT Act, the recipient of such a taxable supply shall pay the tax for the taxable supply.
5. Due date of the Price. Unless the due date of the Price is specified in the Contract, the Price as per the tax document (invoice) shall become due and payable within 30 days from the date of its delivery to the Purchaser.
6. Returning the tax document. In case that the tax document (invoice) does not bear all relevant particulars and information required by law and/or Business Terms and Conditions, or the particulars and information are incorrect, or copies of relevant Handover Reports are not attached thereto, the Purchaser shall be entitled to send such document back to the Provider in the course of the original due period so that it can be corrected. The due period shall be suspended for that period of time and shall not be resumed until the properly made-out tax document is delivered to the Purchaser. If the last day of the due period falls on a Saturday, Sunday or public holiday, the next succeeding working day shall be considered the last day of the due period.
7. The Price under the Contract shall be considered to have been paid as soon as a relevant amount is deducted from the Purchaser's account to be transferred to the Provider's account.
8. Addresses for delivering the tax documents. The Provider can send the tax document (invoice) to the Purchaser either:
 1. Electronically at the email address: faktury@kb.cz in the format *.pdf provided that:
 - a) The subject of the message contains a trade name, hyphen and variable symbol/number of the invoice (e.g.: XY, s.r.o. - 12342009);
 - b) The message contains up to one (1) invoice in the format *.pdf and no another annex is attached;
 - c) The pdf invoice print resolution is 300 dpi;
 - d) The maximum size of the annex does not exceed 10 MB;
 - e) The email is not encrypted and does not contain any electronic signatures or message security features. The file may contain an electronic signature; or
 2. In a paper-based form at the address: Středisko sdílených služeb KB, P.O.Box 52, Praha 025, 225 52.
9. Real owner of the income. The Provider declares that he/she/it is a real owner of the income resulting from the Contract and the permanent residence/registered office address stated in the Contract is the Provider's current residence/registered office address decisive for determining his/her/its tax residence. Failing this, the Provider shall be obliged to notify the Purchaser immediately.
10. EURO clause. In case that the financial debt arising under the Contract is payable in Czech crowns (CZK) and this currency shall be replaced with the single European currency (EURO) as the only lawful monetary unit of the Czech Republic at any time during the Contract's effective term, the Contracting Parties hereby agree that any and all payments to be made under the Contract as from the effective date of such replacement shall be expressed and paid in EURO without any further notice. The CZK/EURO exchange rate set by a relevant EU authority, or a relevant Czech authority, as the case may be, shall be used for the conversion.
11. Setting off the receivables. The Purchaser shall be entitled to set off unilaterally any of its receivables in respect of the Provider or receivables in respect of the Provider that have been assigned to the Purchaser, both due and not due, time-bared or not time-barred, against Provider's receivables arising under the Contract or the Business Terms and Conditions or in connection therewith. The Provider shall not be entitled to set off unilaterally its receivables arising under the Contract or the Business Terms and Conditions or in connection therewith against Purchaser's receivables.
12. Pledging the Provider's receivables. The Provider undertakes not to encumber with a lien (security interest) in

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favour of a third party his/her/its receivables in respect of the Purchaser arising under the Contract or the Business Terms and Conditions or in connection therewith in any manner.

13. Contractual default interest. In case that the Purchaser makes default in paying the Price, the Provider shall be entitled to claim from the Purchaser the default interest of 0.05 % of the outstanding amount per each commenced day of default.
14. Guarantee of VAT. The Contracting Parties have agreed that if, throughout the term of the Contract, the Purchaser shall have to perform obligations arising from standing guarantee for unpaid VAT pursuant to Section 109 of the VAT Act, the Purchaser shall be entitled to claim from the Provider the unpaid tax, which the Provider shall pay to the tax administrator, or – as the case may be – set off such a receivable in respect of the Provider against any of the Provider's receivables in respect of the Purchaser, or resort to another sort of a tax guarantee, i.e. pay the VAT directly to the Provider's tax administrator.
15. Provider – VAT non-payer. If the Provider is not a VAT payer, the tax document shall mean a bookkeeping document (invoice) as envisaged by relevant law, and the aforesaid provisions of the Business Terms and Conditions shall be applied accordingly.
16. Provider – connected person. The Contracting Parties hereby declare that the Price is in accordance with the transfer pricing rules, i.e. it is not different from a price that would have been agreed between independent entities in usual business practice under the identical or similar conditions.
17. Foreign Provider.
 - 17.1 If the Provider is incorporated outside the Czech Republic, he/she/in declares that he/she/it is a real owner of the income resulting from this Contract and this income is considered as his/her/its income according to the tax law of the country whose tax resident the Provider is. In case that these circumstances should change, the Provider shall be obliged to notify the Purchaser immediately.
 - 17.2 The Purchaser shall subtract the withholding tax or the tax security from the amount stated in the Contract in accordance with the Income Tax Act and shall deliver to the Provider a withholding tax certificate or tax security certificate for the purpose of tax settlement on the part of the Provider. The tax rate can be decreased in compliance with a double taxation agreement on the condition that the Provider proves his/her/its tax domicile.
 - 17.3 The Purchaser declares that it is registered in the Czech Republic as a value added tax (VAT) payer under the tax registration number CZ699001182. The Provider declares that he/she/it is registered as a value added tax (VAT) payer in the country specified in the Contract, under the number stated therein.

XII. Subcontractors

1. The Provider shall be entitled to perform his/her/its duties through the agency of Subcontractors whom the Purchaser shall have approved in writing beforehand. The Purchaser shall not deny the Provider its approval without a serious reason. As at the date of execution of the Contract, the Subcontractors listed therein are considered Subcontractors approved by the Purchaser. The Provider shall be liable for the Subcontractor's activities as if he/she/it had performed the duties himself/herself/itself. The Provider shall be obliged to ensure that an agreement entered into by the Provider and the Subcontractor shall be consistent with the Contract, shall not evade the purpose thereof, and shall include, without limitation, the provisions thereof concerning the audit, confidentiality, duty to implement relevant internal controls and risk mechanisms, and duty to review such internal controls and risk mechanism and their sufficiency regularly, as long as the Contract contains such provisions.
2. Unless expressly agreed otherwise in the Contract, the Provider shall not be entitled to enter into any agreements with third parties or to act in any way with third parties on behalf of the Purchaser while performing the subject matter of the Contract without receiving from the Purchaser a written power of attorney for such purposes.

XIII. Term of the Contract; Termination / Cancellation of the Contract

1. Termination of the Contract. If the Contract is executed for an indefinite term and no period of notice is defined therein, either Contracting Party shall be entitled to terminate the Contract even without giving a reason. The 3-month period of notice shall run from the first day of the month following the delivery of the written notice to the other Contracting Party until the last day of the calendar month.
2. Cancellation of the Contract.
 - 2.1 Either Contracting Party shall be entitled to cancel the Contract in case that the other Contracting Party

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substantially breaches the Contract. The cancellation shall come into effect as at the date of delivery of the written notice to the other Contracting Party. A breach of the Contract shall be considered a substantial breach on the part of the Provider in the case of (i) Provider's default in providing the Supply for a period longer than 10 working days; (ii) a breach by the Provider of the pledge of confidentiality set forth under Section XVII of the Business Terms and Conditions; (iii) Provider's delay in mending the defects in the Supply longer than 5 working days; (iv) a breach by the Provider of any duty set forth under Section XVIII of the Business Terms and Conditions; (v) a breach by a Specialist of the Purchaser's internal rules with which the Specialist has been acquainted; (vi) a breach by a Specialist of the duties agreed upon in the Document; and (vii) if the Provider is deprived of a licence authorizing him/her/it to perform professional activities referred to in the Contract. A breach of the Contract shall be considered a substantial breach on the part of the Purchaser in case that the Purchaser makes default in paying the Price for a period longer than 60 calendar days. A substantial breach of the Contract shall also occur if a delinquent Party fails to rectify a breach after having been called to do so in writing and having been granted a reasonable period of time specified in the call (not shorter than 30 calendar days) for such rectification. For the avoidance of doubt, the Contracting Parties have agreed that if any of the foregoing grounds for the cancellation of the Contract are stipulated in the Contract, such grounds shall prevail. In the event that any of the aforementioned grounds for the cancellation of the Contract is not stipulated in the Contract, the grounds for the cancellation set forth in the Business Terms and Conditions alone shall be applied in addition to the grounds for the cancellation stipulated in the Contract.

2.2 The Purchaser shall also be entitled to cancel the Contract in case of:

- a) The Provider's final conviction for a criminal act, or
- b) Any of the Entities' final conviction for a criminal act in connection with the Corruption Practices, or
- c) A criminal punishment, protective or security measures being inflicted to the Provider, or any of the Entities in connection with the Corruption Practices, or
- d) The Provider or any of the Entities breach any Sanctions, representations or obligations set forth in Articles XIV(4) through XIV(8) of the Business Terms and Conditions.

3. Permanent claims and lasting provisions. The Contract shall cease to exist upon its cancellation. However, the following claims and provisions shall not expire upon the cancellation, termination or expiry of the Contract:

- a) Claims arising from the liability for the defects in the Supply;
- b) Provisions governing the liability for the defects;
- c) Provisions governing the confidentiality and personal data protection;
- d) Claims for damages for a breach of the Contract;
- e) Other claims arising under applicable law.

4. Tangible and intangible items, which have been delivered as part of the Supply, after the transfer or assignment of property rights. Unless stipulated otherwise in the Contract, if any tangible and intangible items have been delivered as part of the Supply and the property rights to them has been transferred or assigned to the Purchaser before the cancellation of the Contract:

- a) Shall remain in the Purchaser's ownership after the cancellation of the Contract. In that case, the Provider shall be entitled to financial recompense up to the value of the profit the Purchaser received from the use of such items. If the Purchaser has already paid the Price for the items delivered as part of the Supply, the Provider shall be obliged to pay back to the Purchaser the difference between the Price and the financial recompense as per the foregoing sentence. If the Price for the delivered items has not been paid before the cancellation of the Contract, the Purchaser shall be obliged to pay to the Provider the financial recompense minus the amount of Purchaser's possible claims, in particular of the contractual penalty and damages; or
- b) The Purchaser shall be obliged to give them back to the Provider upon the cancellation of the Contract and the Provider shall be obliged to pay back to the Purchaser the paid Price or a portion thereof that has already been paid.

5. Settlement between the Contracting Parties. In case of the cancellation of the Contract, the Contracting Parties shall be obliged to make settlement between them in the manner and by the deadlines set out by the Purchaser. The Purchaser shall be obliged to deliver to the Provider a written notification in which to lay down the manner of settlement between the Contracting Parties within 30 days from the effective date of the cancellation of the Contract. In the written notification of settlement, the Purchaser shall set forth:

- a) Mutual claims of the Contracting Parties arising upon the cancellation of the Contract and/or permanent claims that have arisen under the Contract, in particular the claims for the return of the tangible and intangible items delivered as part of the Supply, claims for the return of other deliveries/payments made under the Contract, claims for financial recompense, claims for contractual penalties, claims for damages, claims arising from the liability for the defects, etc.,
- b) Reasonable deadlines by which the Contracting Parties should perform their mutual duties arising from the settlement.

The manner of and deadlines for the settlement set out by the Purchaser shall be binding for the Contracting Parties. The Provider shall bear the costs incurred in connection with the cancellation of the Contract and possible return of the provided Supply.

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XIV. Anti-Bribery and Sanctions Clause

1. The Provider represents that, to his/her/its best knowledge, neither he/she/it nor the Entities have committed any Corruption Practices when acting on behalf of the Provider or Entities.
2. The Provider represents that he/she/it has established and embraced in his/her/its internal rules the principles, processes and controls which shall prevent him/her/it or any of the Entities from Corruption Practices and which shall ensure that in case of any proof or suspicion of such an act the Provider shall act in compliance with law. The Provider undertakes to make the aforesaid internal rules available to the Purchaser without any unnecessary delay on its request.
3. The Provider undertakes to provide the Purchaser with a list of (i) gifts presented to the Purchaser or its employees in the total amount of CZK 1,500 or more per an individual per year, and (ii) invitations to social events offered to the Purchaser's employees in the relevant calendar year. The Provider shall be obliged to send the list at the Purchaser's Compliance Manager electronic address: e-mail dary@kb.cz within 10 working days from the receipt of the request sent by the Purchaser's Compliance Manager, unless agreed otherwise.
4. The Provider represents and shall guarantee to the Purchaser throughout the term of the Contract that:
 - a) he/she/it knows and undertakes to comply with the applicable laws on combating bribery, corruption and influence peddling applicable to the performance of the Contract;
 - b) he/she/it is familiar with (i) Société Générale's Code Governing the Fight against Corruption and Influence Peddling and (ii) the Société Générale Group Code of Conduct (hereinafter the "**Code of Conduct**" and, collectively, the "**Codes**").
5. The Provider represents that neither he/she/it nor, to the best of his/her/its knowledge, any Entity is a Sanctioned Person.
6. The Provider represents and shall guarantee to the Purchaser throughout the term of the Contract that he/she/it shall not enter into any agreement for the provision of services or for the supply of goods with any Sanctioned Person.
7. The Provider shall provide – and shall assure that any agent(s) he/she/it may have appointed for the purpose of performing the Contract shall also provide – the Purchaser with details of any claim, action, litigation, proceeding or investigation brought against them in connection with Sanctions, shall do so and immediately after having learned of such facts.
8. The Provider shall implement and maintain appropriate policies and procedures designed to comply with the Sanctions, representations and undertakings made under Articles 5 to 7 of this Section.
9. The Provider acknowledges and agrees that the Purchaser should not process any payments or transactions for the benefit of a Sanctioned Person or in a manner that would result in a violation of any Sanctions. Accordingly, and notwithstanding whether the Supply has already been provided, the Purchaser may immediately suspend any payment, commitment to make a payment or authorization of any payment (or any other delivery) to the Provider in the event that the Provider breaches any Sanctions, representations or undertakings made under Articles 5 to 8 of this Section. Subject to applicable law and authorization by the relevant authorities, the Purchaser may process such payment to the Provider in a frozen account.

XV. Copyright (Author's Rights)

1. The Supply may include an intangible work protected by industrial property rights or other intellectual property rights (e.g. an author's work).
2. Employees' work. If the work has been created by Provider's employees, or is considered an employees' work pursuant to the Copyright Act, the Provider shall assign to the Purchaser the right to exercise property rights to such a work for consideration stated in the Contract, starting from the moment of signing of the Handover Record by the Purchaser. The Provider represents that he/she/it has obtained the consents from the authors to the assignment of the right to exercise property rights to the work in order to make it possible to the Purchaser to use it in full, particularly as envisaged in Section 58 of the Copyright Act (e.g., the right of its publishing, modifying, processing – and also translating –, merging with another work, including into a collection of works, and presenting the employees' work to the public in its own name). The Provider is no longer entitled to exercise the aforesaid property rights.
3. Exclusive licence. If the Provider's representation as per Article 2 above turns out to be untruthful and/or the assignment of the right to exercise property rights to the work contravenes applicable law or is invalid or ineffective, then, starting from the moment of signing of the Handover Record by the Purchaser, the Provider shall grant to the Purchaser the exclusive licence to use the work pursuant to Section 2360 of the Civil Code,

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applicable to all manners of use, for the purpose specified in the Contract, and for an indefinite period of time, i.e. for the entire period of duration of the property rights to the author's work, without any quantitative or territorial restriction. The Purchaser shall be entitled to (i) grant a sub-licence and/or (ii) assign the licence to a third party as a whole or in part. The Provider grants to the Purchaser the right to alter, process or otherwise modify the work in any manner, including its inclusion into collections.

4. Non-exclusive licence. In cases where Article 3 cannot be applied, the Provider shall grant to the Purchaser, starting from the moment of signing of the Handover Record by the Purchaser, a non-exclusive licence to use the work pursuant to Section 2360 of the Civil Code, applicable to all manners of use, for the purpose specified in the Contract, and for an indefinite period of time, i.e. for the entire period of duration of the property rights to the author's work, without any quantitative or territorial restriction. The Purchaser shall be entitled to (i) grant a sub-licence and/or (ii) assign the licence to a third party as a whole or in part. The Provider grants to the Purchaser the right to alter, process or otherwise modify the work in any manner, including its inclusion into collections.
5. Fee. Unless agreed upon otherwise for specific cases in the Contract the fee for the assignment of the exercise of the property rights to the works and/or the fee for the licence shall be CZK 1.00 excl. VAT. The fee is included in the Price.
6. Failure to use the licence. The Contracting Parties have agreed that the Purchaser shall not be obliged to use the granted licence.
7. Prohibition of copyleft licenses. If the Supply consists in a software, in particular in development of software, the Provider shall ensure that the software shall not include any part of software that would be subject to an open-source license, an integral condition of which would be the obligation to ensure the distribution of the software under a copyleft license or the publication or disclosure of the source code of the software in the case of its use by the Purchaser.
8. Indemnification. Pursuant to Section 2890 seq. of the Civil Code, the Provider shall be obliged to compensate the Purchaser for any damage including loss of bargain and costs (legal costs) incurred by the Purchaser in case that a third party asserts its rights against either the Purchaser or Provider concerning such third party's rights to the output of the Supply provided by the Provider, no matter whether the third party succeeds in asserting its right. The Provider shall be obliged to compensate the Purchaser as per the foregoing sentence on the condition that the Purchaser notifies the Provider in writing and without any unnecessary delay of the assertion of such third party's right and provides the Provider with any reasonable assistance so that the assertion of the given right can be resisted or, if successfully asserted, settled out of court.

XVI. Rules of Access to the Purchaser's Premises and Information System

1. If the Provider provides the Supply at Purchaser's premises, the Provider shall be obliged to ensure that the Supply and/or cooperation under the Contract shall be provided exclusively by the Specialists whose personal data - name, birth number, date and place of birth, and nationality - have been handed over to the Purchaser and further processed by the Purchaser's human resources system for the duration of the Contract between the Purchaser and the Provider and then for the period of 10 years after the date of its expiry/termination.
2. If the Contract allows for it, the Purchaser shall enable access to its computer network and applications to the necessary extent so that the Provider can perform his/her/its duties under the Contract
3. The Purchaser shall be obliged to familiarise the Specialist, without limitation, with elementary duties of a user of the Information System of Komerční banka, a.s. (IS KB), which the Specialist shall confirm by signing the Document.
4. The Contracting Parties have agreed that any breach of duties specified in the Document committed by a Specialist acquainted with the Document shall be considered a substantial breach of this Contract by the Provider.
5. The Contracting Parties have agreed that the Specialist shall not be entitled to provide the Supply until his/her personal data are handed over to the Purchaser's human resources system for further keeping and the Document signed by the Specialist is handed over to the Purchaser.

XVII. Confidentiality

1. The Contracting Parties hereby confirm that any and all information a Contracting Party might learn while performing the Contract or in connection with the performance thereof is confidential and/or shall be treated as a trade/business secret pursuant to Section 504 seq. of the Civil Code (hereinafter the "**Confidential Information**").
2. The Contracting Parties shall be obliged to maintain confidentiality in respect of the Confidential Information and to use the Confidential Information solely in order to satisfy the subject matter of the Contract.

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3. The duty to maintain confidentiality as per Article 2 above shall mean, in particular, to refrain from any acts that might either disclose the Confidential Information or make it accessible to a third party in any way; or result into its misusing for the benefit of a Contracting Party or a third party, contrary to its original purpose; or enable a third party to make use of the Confidential Information in any manner.
4. The Contracting Parties shall be held liable for performing their duties arising from Article 2 above, except in cases where applicable law or a legally binding ruling of a court, tribunal, arbitration body or regulatory authority requires that the Confidential Information be made accessible, however, only to an indispensable extent and having notified the other Contracting Party in advance, unless such notification is against law. In such a case, the Contracting Parties shall be obliged to cooperate and make all necessary steps to protect the other Contracting Party's interests.
5. The Contracting Parties shall be entitled to convey the Confidential Information to:
 - (i) Their employees who should learn the Confidential Information for the purpose for which it was provided;
 - (ii) Subcontractors and other third parties whose services the Contracting Parties shall use while satisfying the subject matter of the Contract.(iii) The Purchaser shall be entitled to disclose the Confidential Information to:
 - a) Any of the companies included in the List,
 - b) Société Générale, as long as it is Purchaser's controlling entity.
6. Before conveying the Confidential Information to an entity referred to in Article 5(ii) above, the Contracting Party shall be obliged to enter into a written contract with such a third party, which shall bind the third party at least to the extent of the Contract. An appropriate confidentiality clause included in a contract other than a confidentiality contract shall also be considered as a written contract for the purpose of this provision. The Contracting Parties shall be obliged to make sure that their employees maintain confidentiality at least to the extent specified in the Contract.
7. After the cessation of the purpose for which the Confidential Information was transferred and/or the expiry of the Contract's effective term, the Contracting Parties shall be obliged to hand over all original media containing the Confidential Information, whether in written or digital form, to the other Contracting Party immediately upon the delivery of the other Party's written request and to destroy copies of the Confidential Information as soon as the aforementioned events occur. This provision shall not affect legal duties of the Contracting Parties in terms of archiving the Confidential Information.
8. In case that the written request as per the foregoing sentence is not delivered to the other Contracting Party within 30 days after the cessation of the purpose for which the Confidential Information was transferred and/or the expiry/termination of the Contract, the Contracting Party shall be obliged to destroy the original media containing the Confidential Information immediately.
9. In case that any of the Contracting Parties breaches the pledge of confidentiality under the Contract, the other Contracting Party shall be entitled to urge the offending Party to refrain from doing so and put things right. In addition to this, it shall be entitled to claim reasonable compensation (indemnification), even of financial nature, as well as damages and the surrender of unjust enrichment.
10. The Contracting Parties shall be obliged to perform their duties arising from this Section XVII of the Business Terms and Conditions for an indefinite period of time, even after the termination/expiry of the Contract.
11. The pledge of confidentiality on the part of the Purchaser pursuant to this Section XVII of the Business Terms and Conditions shall not apply to the outputs in any form, whether electronic, written and verbal, that have been provided by the Provider to the Purchaser in accordance with the Contract.

XVIII. Protection of Personal data

1. The provisions of this Section shall apply in case that the Provider has access to personal data.
2. The Contracting Parties are obliged to perform duties ensuing from applicable law governing the protection of personal data of Purchaser's clients and/or employees and/or contractual partners and/or other natural persons, e.g., Regulation (EU) 679/2016, the General Data Protection Regulation (hereinafter the "**Personal Data**"). For the purpose of the Contract, the Purchaser shall be deemed a controller and the Provider shall be deemed a processor pursuant to applicable personal protection law.
3. In view of the provisions of the above Article 1, the Contracting Parties hereby represent that the processing of the Personal Data by the Provider for the Purchaser is also a subject matter of the Contract.
4. The Provider shall only be entitled to process the Personal Data:
 - (i) For the purpose specified in the Contract, and never outside the scope of the Contract;
 - (ii) For the period no longer than agreed upon in the Contract, which must not be longer than the effective

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period of the Contract;

- (iii) Within the extent of the Personal Data type and the categories of natural persons, as specified in the Contract; to this end, the Contracting Parties shall use the specimen of the document entitled "The Types of Personal Data, Categories of Natural Persons, and the Method of Handing Over Personal Data", which also governs the manner in which the Personal Data shall be handed over,

While processing the Personal Data, the Provider must not bring the Purchaser into contradiction with applicable law governing the protection of personal data.

5. Duties of the Provider, particularly with regard to the Regulation (EU) 679/2016 (hereinafter also referred to as the "**Regulation**"):

- a) The Provider shall not use services of another processor (whether a legal entity or a natural person business) without a prior written consent of the Purchaser, which shall not be unreasonably withheld;
- b) The Provider shall be liable for activities of another Personal Data processor as if the Provider had performed the duties by itself. The Provider shall be obliged to ensure that an agreement with another processor shall be consistent with the Contract; shall not evade the purpose thereof; and shall include, at the least, all Provider's duties concerning the Personal Data processing, including the right of the Provider, as well as of other persons appointed by the Provider, to audit the other processors approved by the Provider for compliance with Personal Data processing regulations, and the duty to implement appropriate technological and procedural mechanisms so that the Personal Data processing and Personal Data securing measures shall comply with the requirements set in the Contract and by applicable law governing the protection of personal data;
- c) The Provider shall be obliged to process the Personal Data exclusively according to demonstrable instructions from the Purchaser, which, in compliance with the Contract, may define the terms and conditions of the Personal Data processing even beyond the scope of the Contract;
- d) The Provider must not disclose the Personal Data to any third parties, unless specified otherwise herein, and shall be obliged to handle the Personal Data in the manner that shall prevent any unauthorised or accidental access of third parties thereto; any alteration, damage, loss, or unauthorised transmission thereof; and/or other unauthorised processing or misuse thereof, throughout the processing of the Personal Data under the Contract and also after its expiry;
- e) The Provider shall be obliged to notify the Purchaser of such processing of the Personal Data that the Provider is obliged to perform by law, and to do so sufficiently in advance before such processing, unless such notifying is prohibited by law for important reasons of public interest;
- f) The Provider shall be obliged to ensure that the individuals authorised to process the Personal Data, including those who work for the other processors approved by the Purchaser, shall pledge to maintain confidentiality, at least to the extent required by the Contract, unless such individuals are bound to confidentiality by law;
- g) The Provider shall be obliged to process the Personal Data in compliance with the rules of technological and procedural measures securing the Personal Data processing, as defined in the document entitled "The Contractual Provisions Governing the Protection of Information Systems and Data", which also particularizes the duties specified above;
- h) The Provider shall ensure the security of the Personal Data, in particular as concerns a possible pseudonyming and encrypting of the Personal Data; the ability to ensure continuous confidentiality, integrity, accessibility and resilience of the processing systems and services; the ability to restore the Personal Data accessibility as well as access to them in time in case of incidents; the process of the regular testing, assessing and evaluating of the efficiency of implemented technological and procedural measures securing the Personal Data processing;
- i) The Provider shall be obliged to render any possible assistance to the Purchaser, so that the latter can be able to respond duly and timely to requests for the exercise of rights of the natural persons, whose Personal Data are processed pursuant to the Contract, in particular their rights granted by the Regulation (e.g., right to information on the processed Personal Data; right to access to the Personal Data; right to be forgotten; right to limited processing; right to Personal Data portability; right to raise an objection);
- j) The Provider shall be obliged to render any possible assistance to the Purchaser in making the Personal

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Data processing secure; reporting to the supervisory body (or to the natural person whose data are processed under the Contract) of cases of the Personal Data security violation; performing the so-called privacy impact assessment; and/or preliminary consulting security issues with the supervisory body. The Provider shall be obliged to inform the Purchaser about each case of the Personal Data security violation or any suspected Personal Data security violation without any delay, however no later than 24 hours from the time of detecting such violation;

- k) The Provider shall be obliged to alert the Purchaser immediately if, in Provider's opinion, a Purchaser's instruction may infringe personal data protection law;
 - l) The Provider shall be obliged to make it possible for the Purchaser to audit the Provider for compliance with this Article and with applicable law governing the protection of personal data pursuant to the article hereof governing the audit, except the right specified herein to the effect that the Purchase is entitled to have the audit made by any third party appointed by the Purchaser, including relevant supervisory and/or regulatory bodies (e.g., the Office for Personal data Protection or the Czech National Bank), at any time throughout the Personal Data processing performed pursuant to this Contract. The Provider shall render any possible assistance so that the audit can be performed. The Provider shall also see to it that the above duties of the Provider and the Purchaser's right to perform the audit shall also be observed in case of auditing of the other Personal Data processors.
 - (i) The audit shall not infringe the fulfilment of the Contract by the Provider in accordance with the terms and conditions of the Contract, unless the Purchaser exempts the Provider in writing from the duty to adhere to these terms and conditions throughout the duration of the audit;
 - (ii) The audit shall be performed quickly and efficiently. The audit shall be performed based on a written notification sent to the Provider at least 10 working days beforehand, unless the Contracting Parties have agreed otherwise;
 - (iii) The Provider shall make it possible for the auditing persons to access the documents and regulations that describe and are related to, without limitation, the Personal Data processing under the Contract. It may also provide copies of such documents and regulations to enable the aforesaid persons to perform the audit of the Provider's activities related to the Personal Data processing thoroughly and properly;
 - (iv) While performing the audit, the auditing persons shall be entitled to enter the locations of performance and the premises used for the Personal Data processing, and further to gather information from the Provider's employees or other persons (e.g., the approved processors) by verbal or written communication to the extent necessary for the audit performed pursuant to this article; the Provider shall be obliged to enable such access and/or gathering of information;
 - (v) The Contracting Parties have agreed that neither Contracting Party has right to demand any reimbursement of costs that have arisen or may arise in connection with the performance of its duties under this Section of the Business Terms and Conditions. Each Contracting Party shall bear its costs in full, unless agreed otherwise by the Contracting Parties.
 - m) If the audit discloses that the Provider has breached any of its duties while processing the Personal Data, the Purchaser shall be entitled to cancel the Contract with the effect from the date of delivery of the notice of cancellation to the Provider. If the audit discloses major deficiencies in the Personal Data processing, the Provider shall be obliged to take part in negotiations convened by the Purchaser to discuss the deficiencies and steps to seek redress;
 - n) The Provider shall be obliged to delete the Personal Data immediately after processing pursuant to the Contract and destroy any existing copies, unless stipulated otherwise by law, or unless the Purchaser requests a return of the Personal Data as specified in this Article. If the Purchaser requests to return the Personal Data, the Provider is obliged to return the Personal Data to the Purchaser immediately after processing pursuant to the Contract in the manner selected by the Purchaser and destroy any existing copies, unless stipulated otherwise by law. The Provider shall not be allowed to keep the Personal Data, not even in anonymized form;
6. The Purchaser shall be entitled to adjust unilaterally the volume of the Personal Data to be processed by the Provider under the Contract. Such adjustment shall become effective as of the date stated in a relevant notification delivered to the Provider, but not earlier than as from the first day following the day of delivery of the notification;

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7. While processing the Personal Data, the Provider shall make sure that the rights of the clients and/or other individuals whose data he/she/it shall receive from the Purchaser, namely the right to human dignity, are not infringed;
8. In case that the Provider breaches any duty under this Section XVIII hereof, the Purchaser shall be entitled to urge the Provider to refrain from doing so and put things right. In addition to this, the Purchaser shall be entitled to claim a contractual penalty of CZK1,000,000.- for each single breach and the Provider shall be obliged to pay such a contractual penalty. The fact that the contractual penalty shall have been paid as per this Article shall neither prejudice nor infringe the Purchaser's right to damages to a full extent and for the surrender of possible unjust enrichment.
9. Provisions of this Section shall be applied also for data subject to banking secrecy both natural persons and legal entities.

XIX. Severability

In case that any provision of the Contract is or becomes null and void, controvertible or unenforceable, such a provision shall not affect validity or enforceability of other provisions of the Contract as long as it is severable from the Contract as a whole. The Contracting Parties shall be obliged to agree on replacing the null and void provisions with valid ones, whose purport shall correspond to the original intention of the null and void provisions of the Contract or of the Business Terms and Conditions to the greatest possible extent.

XX. Liability for Damage

1. Liability of the Contracting Parties for damage shall be governed by provisions of Section 2894 seq. of the Civil Code, in particular of Sections 2913 and 2914 thereof.
2. The Contracting Parties shall be obliged to make every effort to prevent and minimize any damage.
3. The Contracting Parties hereby affirm that the right to damages shall also apply to penalties possibly charged to the Purchaser by public authorities including supervisory bodies as a result of a breach of the Contract committed by the Provider and consequently paid by the Purchaser.
4. Neither of the Contracting Parties shall be liable for any damage caused by default the other Contracting Party makes in performing its duties or by circumstances that exclude liability.

XXI. Assignment of the Contract; Assignment of Receivables

The Provider agrees that the Purchaser shall be entitled to assign any rights and receivables (including security/collateral assignment of a receivable or a right) or pledge its receivables in respect of the Provider arising under the Contract, or assign the Contract, its part, or rights and duties arising under the Contract. The Provider shall not be entitled to assign to a third party, without prior written consent of the Purchaser, any of his/her/its rights and duties arising under the Contract, or the Contract as a whole. The Provider hereby waives his/her/its right to declare with respect to the Purchaser, as an assignor, that he/she/it repudiates its exemption pursuant to Section 1899 of the Civil Code.

XXII. Applicable Law; Resolution of Disputes

1. The rights and duties of the Contracting Parties, including the coming into the existence of the Contract, shall be governed by Czech law, with the exclusion of conflict of laws and of the United Nations Convention on contracts for the international sale of goods.
2. Should any disputes arise under the Contract, the Contracting Parties have agreed to negotiate first. In case that a dispute is not settled out of court within a reasonable period of time (however not longer than 45 calendar days) after a written request for negotiation has been delivered to the other Contracting Party, the dispute shall be decided by a pertinent and territorially competent general court.

XXIII. Communication

1. The Contracting Parties shall communicate in the manner agreed in the Contract. Unless the Contract provides otherwise, in the case of written communication, documents shall be delivered:
 - (a) by personal delivery;

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- (b) by registered letter;
 - (c) by courier/messenger service;
 - (d) by email.
2. The Contract cannot be altered, amended or cancelled/terminated on the basis of a document delivered by email, unless otherwise agreed in the Contract.
 3. The Contact Persons, Addresses and Numbers of the Contracting Parties are specified in the Contract. The Contracting Parties shall be entitled to change, substitute and/or appoint their Contact Persons, Addresses and Numbers unilaterally. Such replacement, substitution or appointment shall become effective as from the date following the date of delivery of a relevant notification to the other Contracting Party, unless a later date is specified in the notification.

XXIV. Other Provisions

1. Usual business practices. In accordance with the provision of Section 558(2) of the Civil Code that the contractual relationship established under the Contract shall not be governed by usual business practices.
2. The Contract shall not be executed until an agreement concerning its all particulars is reached. Pursuant to Section 1740(3) of the Civil Code, the Contracting Parties have agreed that while the Contract is executed, no offer containing any amendment or deviation shall be accepted. An acceptance of a Purchaser's offer for the execution of the Contract made to the Provider must be without any amendments, saving clauses, restrictions, deviations, or any other changes. The Contracting Parties exclude the application of provisions of Section 1757 of the Civil Code to their contractual relationship established by the Contract and to contractual relationships based on the Contract.
3. Adhesion contracts. Provisions of Sections 1799 and 1800 of the Civil Code governing adhesion contracts shall not apply to the contractual relationship established by the Contract.
4. Changed circumstances. By signing the Contract, the Provider assumes the risk of changed circumstances as envisaged in Section 1765 of the Civil Code.
5. Waiver of rights. No failure, including partial, to assert any rights arising under the Contract, or a delay to assert the rights, shall be construed as a waiver of such rights, nor shall it result in the extinction of the rights arising under the Contract.
6. Amendments to the Contract. Any amendments/changes to the Contract can only be made by written amendments thereto, unless stipulated otherwise in the Contract.
7. The Contracting Parties agreed to exclude the application of provisions of Sections 1965, 2103, 2104, 2105, 2106, 2107, 2605(2), 2611 and 2618 of the Civil Code.

XXV. Social Responsibility and Providing the Supply to Other Entities

1. Société Générale has put in place measures to detect risks and prevent serious violations of human rights and fundamental freedoms, health, and safety of persons and the environment arising from its activities and activities of its suppliers.
2. In order to comply with its legal and regulatory obligations and in accordance with the Code of Conduct, Société Générale intends to involve its suppliers in implementing these measures. All commitments accepted by the Purchaser, as well as the expectations the Purchaser has towards its suppliers regarding compliance with these principles in respect of human rights, working conditions, the environment and combating corruption are detailed in the "Charter of Responsible Purchases". By entering into the Contract, the Provider pledges to respect the obligations stated in the Charter, at least to the same extent as set out in the Charter. In connection with the provisions of Articles 1 and 2, the Provider further undertakes to observe the obligations set out in the Charter. The Purchaser also reserves the right to initiate an independent audit with the Provider in order to verify compliance with the obligations arising from the Charter; the Provider shall be obliged to make it possible for the Purchaser to perform the audit.
3. The Provider shall be obliged to provide the Supply specified in the Contract to any of the companies included in the List (for purpose of the Business Terms and Conditions and/or the Contract referred to as the "**Company**"), under the same or more favourable terms than those set forth in the Contract. Financial terms of the provision of the Supply under the Contract, which are specified therein, can be modified upon mutual agreement with regard to issues of logistics and the location of the provision of the Supply, as specified in the Contract, requested by the aforesaid Companies. In case that the Provider had entered into an agreement with the Company before the date of execution of the Contract, he/she/it shall be obliged to negotiate with the Company the execution of an amendment to the existing agreement, by virtue of which the Provider shall meet the

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aforesaid duty, and to do so no later than 60 days of the date of execution of the Contract.

XXVI. Other Contractual Terms and Conditions and Purchaser's Documents

1. The Contracting Parties have agreed that their rights and obligations may also be governed by special terms and conditions, depending on the nature of the Supply. If the Supply consists in:
 - training, the rights and obligations of the Contracting Parties shall also be governed by the "Terms and Conditions of the Financial Group of Komerční banka, a.s. Governing the Providing of Training, Number 003", as long as these terms and conditions are expressly referred to in the Contract; and
 - construction works, the rights and obligations of the Contracting Parties shall also be governed by the "Terms and Conditions of the Financial Group of Komerční banka, a.s. Governing Construction Works, Number 002", as long as the Contract explicitly refers to these Terms and Conditions.
2. By executing the Contract, the Provider confirms that he/she/it has been familiarised with the terms and conditions set forth under Article 1 above and undertakes to adhere to them.
3. By executing the Contract, the Provider further confirms that he/she/it has been familiarised with the Purchaser's documents listed below:
 - The Document (specimen);
 - The Contractual Provisions Governing the Protection of Information Systems and Data;
 - The Types of Personal Data, Categories of Natural Persons, and the Method of Handing Over Personal Data (specimen);
 - The List of Companies of the Financial Group of Komerční banka, a.s.;
 - The Charter; and
 - The Codes.
4. Availability of the terms and conditions and of the documents. Any and all terms and conditions set forth under Article 1 and any and all documents listed in Article 3 above are made public in detail on this website: www.kb.cz/dodavatele. The Contracting Parties unanimously declare that they accept such a reference to the terms and conditions set forth under Article 1 and the documents listed in Article 3 for the purpose of these Business Terms and Conditions and consider it acceptably explicit. By executing the Contract, the Provider represents that he/she/it has familiarised himself/herself/itself with the terms and conditions set forth under Article 1 and the documents listed in Article 3, agrees with their content, and shall adhere to them.

XXVII. Order of Precedence of Contractual Documents

In case of any difference between the provisions of the Contract, annexes thereto, the Business Terms and Conditions, terms and conditions and the documents specified under Section XXVI hereof, the order of precedence of the contractual documents shall be as follows:

1. Contract;
2. Annexes and supplements to the Contract (including The Contractual Provisions Governing the Protection of Information Systems and Data) different from the Business Terms and Conditions;
3. Terms and conditions and the documents specified under Article XXVI(1) of the Business Terms and Conditions;
4. The Business Terms and Conditions;
5. The List, the Charter and the Codes.

XXVIII. Validity and Effectiveness

The Business Terms and Conditions shall become valid and effective as from 01 July 2021.