

Terms and Conditions of the Financial Group of Komerční banka, a.s. Governing the Providing of Training, Number 002

If the Supply under the Contract consists in the Provider's obligation to provide the Purchaser with training of Purchaser's employees, the rights and obligations of the Contracting Parties shall also be governed by these "Terms and Conditions of the Financial Group of Komerční banka, a.s. Governing the Providing of Training" (hereinafter the "**Training Terms and Conditions**").

The Business Conditions shall mean the "Business Terms and Conditions of the Financial Group of Komerční banka, a.s., Number 003".

1. Rights and Obligations of the Contracting Parties Related to the Providing of Training

- 1.1. The Purchaser reserves the right to request the replacement of a tutor conducting the training in case of dissatisfaction with the current tutor.
- 1.2. The trainees shall be persons designated by the Purchaser. The Provider shall be obliged to provide training at the dates of performance and at the locations of performance specified in the Contract.
- 1.3. **Unilateral changing of the Contract by the Purchaser:** The Purchaser shall be entitled to change: (i) the number of participants in training, (ii) the date of performance, and (iii) the location of performance according to its needs by a unilateral written notice delivered to the Provider by e-mail no later than 5 days before the date of performance.
- 1.4. **Special Provisions on the Cancellation of the Contract by the Purchaser:** The Purchaser shall be entitled to cancel the contract (withdraw from the contract) unilaterally without giving any reason by a written notice of cancellation delivered to the Provider by e-mail no later than 14 days before the date of performance. The cancellation of the Contract shall become effective upon receipt of the notice of cancellation by the Provider. In this case, the Purchaser shall not pay to the Provider any costs incurred in association with the provision of training.
- 1.5. The Provider shall be obliged to conduct training according to the methodology established by the Purchaser with which the former shall have been demonstrably acquainted by the latter.
- 1.6. Training shall be delivered in the Czech language, unless otherwise specified in the Contract.
- 1.7. In the case that training material includes material in paper form, the Provider shall also be obliged to provide such material to the Purchaser in electronic form.
- 1.8. The Provider shall be obliged to provide qualified tutors, and prepare and make training material in the Czech language for all participants of training, unless stipulated otherwise in the Contract. The Provider shall ensure that the tutors conducting training shall have the appropriate level of knowledge necessary for the purpose of providing the relevant training and shall be able to provide training with due care.
- 1.9. The Provider shall be obliged to keep attendance records confirmed by the Purchaser's employees and a training time sheet confirmed by a tutor and the Purchaser. A regular attendance report for the previous month shall be sent electronically to the Purchaser's contact person specified in the Contract by the end of the following month at the latest.

- 1.10. The Purchaser shall provide a training room at the location of performance at its own expense, unless otherwise agreed in the Contract.
- 1.11. The duration of training, if specified in the Contract, is set as the maximum number of hours of training (lessons) that the Provider should provide. The Purchaser shall not be obliged to use the full number of training hours (lessons) as specified in the Contract and the Provider shall not be entitled for any payment for the training hours (lessons) unused by the Purchaser.
- 1.12. The Provider agrees that the invoicing of training can be split between the Purchaser and the Purchaser's employees (trainees). The Provider further undertakes to cooperate with the supplier that provides the Purchaser with cafeteria services, and shall allow to make payment for training through the mediation of this supplier.
- 1.13. The Provider's tutors shall be considered Specialists.

2. Price (Fee)

- 2.1. The Purchaser shall be obliged to pay to the Provider for training provided under the Contract the fee specified in the Contract, unless agreed otherwise.
- 2.2. A training hour (lesson) cancelled by the Purchaser less than 14 days prior to the training date agreed in the Contract pursuant to Article 1.4 hereof shall also be deemed to have taken place.
- 2.3. During training sessions held at the location of performance, which is the Purchaser's Training Centre at Libohošť, the Purchaser shall provide accommodation and meals for the tutors at its expenses at the Centre for the duration of a training session. In case of justified need on the part of the Provider, the Purchaser shall arrange accommodation for the tutors also for the night preceding the start of the training session.

3. Penalty Provisions

- 3.1. In case that the Provider makes default in providing training, it shall be obliged to pay to the Purchaser, upon the latter's request, a contractual penalty of CZK 3,000.-- for each commenced hour of default.
- 3.2. In case that the Provider breaches the pledge of confidentiality as per Section XV of the Business Conditions, the Provider shall be obliged to pay to the Purchaser, upon the latter's request, a contractual penalty of CZK 100,000.-- for every single case of breach.
- 3.3. In case that the Provider breaches its duty to pay the VAT or its part, it shall be obliged to pay to the Purchaser, upon the latter's request, a contractual penalty of CZK 10,000.-- for every single case of breach.
- 3.4. The fact that the contractual penalty shall have been paid shall neither prejudice nor infringe the Purchaser's right to possible damages in a full extent.

4. Employees

- 4.1 As long as training is provided, Provider's Specialists and subcontractors shall be exclusively responsible to and controlled and managed by the Provider.

- 4.2 The Provider shall be obliged to ensure that training and/or cooperation shall be provided exclusively by the Specialists whose following personal data – name, birth number, date and place of birth, and nationality – shall be handed over to the Purchaser and further processed by the Purchaser's human resources system for the duration of the contractual relationship and then for the period of 2 years after the date of its expiry/termination. The Provider shall be obliged to secure the above data from an individual Specialist if the Specialist provides training and/or renders cooperation at Purchaser's premises.
- 4.3 The Contracting Parties have agreed that the Specialist shall not be entitled to provide training 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.
- 4.4 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 has been acquainted. In case of any breach of such internal rules, the Purchaser shall be entitled to cancel the Contract. The cancellation shall come into effect upon delivery of the notice to the Provider.
- 4.5 The Purchaser shall create a safe working environment for the Provider's employees in locations of performance as per generally applicable Czech law. The Provider shall be obliged to train its employees in safety at work and health protection standards. Before the provision of training is commenced, the Purchaser shall notify the Provider of possible health and safety risks in the given location of performance.
- 4.6 The Provider agrees to cooperate with Purchaser's other suppliers performing work related to the provision of training at the given location of performance.

5. Annexes

- 5.1 The following annexes are inseparable part of these Training Terms and Conditions:

Annex 1 - Types of Personal Data, categories of data subjects and means of Personal Data transferring

6. Force and Effect

- 5.1 The Training Terms and Conditions shall become valid and effective as of 01 March 2020.

Annex 1 - Types of Personal Data, categories of data subjects and means of Personal Data transferring

Processing ID	Name / Description of Personal Data Processing	Purpose of Personal Data Processing	Category of processed Personal Data	Category of Data subjects	Duration of the Processing	Processing country	Means of Personal Data transfer with Service Provider	Service Provider's sub-contractor involved in the Processing
1	Identification of a trainee, attendance record	Identification of people attending a training	Name and Surname, personal company ID, email address	employee, external partner	10 years	The Czech republic	Email	Subcontractors