

**General Commercial Terms and Conditions relating to purchase of services by Coca-Cola HBC Česko a Slovensko, s.r.o.**, having its registered office at Českokobrodská 1329, 19821 Prague 9, Kyje, Czech Republic, identification number: 411 89 698, registered in the Commercial Register kept by the Municipal Court in Prague, file ref. No.: C 3595, acting through its organisational unit **Coca-Cola HBC Česko a Slovensko, s.r.o. – organizational unit** with its registered office at **Kalinčiaková 33, 831 04 Bratislava, Slovak republic**, identification number: 50 252 160, registered in the Commercial Register of the District Court Bratislava I, section: Po, insert No.: 3293/B  
**effective from 20. 6. 2022**

1. These terms and conditions concern and regulate the terms and conditions of all contracts related to the provision of services concluded between the Buyer and the Provider unless otherwise agreed in writing by the Contracting Parties in individual cases. In the event that a (framework) commercial contract or a transnational contract is concluded, the provisions of such contracts take precedence over the provisions of these terms and conditions (if they are in conflict with each other).

Individual contracts between the Buyer and the Provider (hereinafter referred to as the “contract” or “contracts”) shall be concluded if the Provider, for whom the proposal of the contract (hereinafter referred to as the “purchase order”) is intended, accepts this proposal without reservation within 3 days of the date stated on the purchase order (if the purchase order of the Buyer is accepted by the Provider with any amendment or variance, and that is including any amendment or variance which does not substantially change the purchase order, the Buyer, in compliance with the provisions of Section 44, paragraph 2 of Act No. 40/1964 Coll. of the Civil Code (hereinafter also referred to as the “CC”), excludes such acceptance of the purchase order with amendment or variance and the conclusion of the contract).

A proposal to conclude a contract may be retracted by the Buyer at any time without providing any reason, until the time the Provider expressly announces acceptance of the proposal to the Buyer without any reservations. In other cases if there is a doubt, then any statement or other action of the Provider which could imply the Provider’s consent to the acceptance shall be deemed as the acceptance of the proposal. Acceptance of the proposal to conclude a contract, under the conditions listed here, shall be also deemed the delivery (provision) of the service / services listed by the Buyer in the purchase order by the recipient of the purchase order (Section 275, par. 4 of Act No. 531/1991 Coll. Commercial Code, as amended (hereinafter also referred to as the “COC”)).

Terms:

The “Provider” shall be the person or company to whom the purchase order is addressed;

The “Service” or “services” shall be the services (activities) listed by the Buyer in the purchase order;

The “Buyer” shall be Coca-Cola HBC Česko a Slovensko, s.r.o., with registered seat at Prague 9 - Kyje, Českokobrodská 1329, Postal code 198 21, ID: 41189698, registered in the Commercial Register of the District Court in Prague, Section C, File 3595 – organizational unit with the registered seat of the organizational unit at Kalinčiaková 33, 831 04 Bratislava, Slovak Republic, identification number: 50 252 160, registered in the Commercial Register of District Court Bratislava I, Section: Po, File No.: 3293/B, which issues the purchase order for the services that are the subject of the contract;

The “Contract” shall be a contract between the Provider and the Buyer for the delivery of services, the integral part of which are these General commercial terms and conditions of the Buyer; if any of the provisions of these terms and conditions cannot be applied to a service due to its nature, it will be applied suitably in such a way so that the purpose of the provisions is achieved, and if that won’t be possible, it won’t be applied at all.

2. The Provider undertakes that the services delivered (provided) by him will:

(I) correspond with the data listed in the purchase order in terms of their extent, quality, grade and execution;

(II) be complete and be provided including all the documentation necessary for proper acceptance of the service;

(III) be provided properly, and with the use of materials intended for proper and safe provision;

(IV) be without any other factual or legal defects;

(V) meet in all other respects the requirements set by all applicable legal regulations, technical, safety, and other standards;

(VI) if necessary, be provided along with the relevant documents in the Slovak language;

(VII) if goods are to be delivered in connection with the provision of the service by the Provider, be delivered along with all the relevant documents in the Slovak language (e.g. documents necessary for safe manipulation, operating instructions, and so on).

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The Buyer shall be entitled to reject the acceptance of the service, which fails to meet one or more of the above conditions. If it is customary for the type of service in question, the provision of the service shall also include the proper training of persons designated by the Buyer and the performance of tests, which in these cases are included in the price unless otherwise stated in the purchase order. If samples of goods are delivered to the Buyer along with services in connection with the provision of the service, the Buyer shall become the owner of the delivered samples at the moment of their acceptance; the purchase price of the delivered samples shall be included in the price of the provided services, unless otherwise agreed between the Buyer and the Provider in individual cases.

3. The Provider shall be obliged to deliver (provide) the services in the extent, date and for the price listed in the purchase order. If the purchase order does not contain the date of provision of the service, the Provider shall be obliged to provide the service or start with its provision without delay, within 5 workdays of the date of the contract conclusion at the latest. If the service or any part of the service is not delivered on time, the Buyer shall be entitled to withdraw from the contract, without prejudice to the statutory entitlements. Delay in provision of the service in the event of subsequent impossibility of performance shall be governed by the provisions of legal regulations.

4. The Buyer shall be entitled to reject the provision of the service prior to the agreed date of performance. Even if the Buyer gives an express consent to a premature completion (provision) of the service, the Provider shall be obliged to provide the service properly, in the agreed extent and quality, as well as in compliance with the provisions of paragraph 2 of these General commercial terms and conditions. In the event of provision of the service prior to the agreed date of performance, the warranty period and payment terms shall be governed by the original date of performance.

5. The service shall be provided at the place of performance listed in the purchase order. The costs of transport of persons providing the service and potential items necessary for the provision of the service to the place of performance shall be paid by the Provider, unless otherwise expressly agreed in writing between the Provider and the Buyer.

6. The risks of loss, destruction or damage of the items necessary for the provision of the service shall be borne by the Provider. The acceptance of the provided service shall be confirmed by the Buyer on the relevant bill of delivery, unless otherwise agreed by the Provider and the Buyer. If possible considering the nature of the provided services, the Buyer shall ensure an inspection of the materially captured outcome of the provided service at the time of acceptance, but no later than within 5 work days from the acceptance. The Provider expressly assures the Buyer that the provided services are without any defects. The Buyer shall notify the Provider of any defects of the provided services, including legal defects, without undue delay after the Buyer discovers them. Application of the provision of Section 427 par. 1, 3 and Sections 428, 441 par. 1 of the COC is excluded.

7. The Provider shall be obliged to acquire all the items necessary for the performance of the contract, unless they agreed with the Buyer in the contract in writing that the items should be acquired by the Buyer. If the items provided by the Buyer were used during the provision of services, the Provider shall not be liable for such defects of the service that have been caused by using those items, if despite expert care it would be impossible for the Provider to discover the unsuitability of these items for the provision of the service, or if the Provider notified the Buyer of this unsuitability in writing but the Buyer insisted on using them. The Provider shall timely notify the Buyer in writing of the need to deliver the items, which the Buyer is to deliver to the Provider for the provision of the service. All the items handed over by the Buyer to the Provider for the provision of the service, shall remain in the ownership of the Buyer. The Provider shall notify the Buyer in writing of any loss, destruction or damage of the items handed over by the Buyer as soon as they are discovered. After a prior agreement with the Buyer, the Provider shall immediately arrange for an effective removal of consequences of any damaging event on the items handed over to him by the Buyer. The Provider shall be liable for the proper insurance of his damage liability for the items handed over to him by the Buyer for the provision of the service. For such cases the insurance payment shall be blocked for the benefit of the Buyer. The Provider undertakes to hand over a document on the fulfilment of his obligation arising from this paragraph - at the Buyer's request without delay. The risk of damage to the items handed over by the

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Buyer to the Provider shall be transferred to the Provider on the day when these items are handed over by the Buyer to the Provider.

8. The Provider undertakes to ensure that all his activities carried out in accordance with this contract at the registered seat of the Buyer or at any of the Buyer's operating premises shall only be performed by workers who have proper health and social insurance, including statutory personal accident insurance. The Provider shall be obliged at the Buyer's request to present the Buyer with a list of workers who perform the activities arising from this contract at the registered seat or any other operating premises of the Buyer. The Provider shall be obliged to visibly mark all the persons by means of whom he carries out his duties arising from the contract and who work at any of the Buyer's premises. The Provider shall be entitled to use a third person for the purposes of the performance of the contract only after a prior consent of the Buyer; if the Provider uses third persons for the performance of the contract, his liability shall be the same as if he implemented the performance himself. The Provider undertakes to use only technically competent machines, devices and other equipment in the performance of the contract. The Provider shall be required to secure any items used during the fulfilment of the obligation at the registered seat or operating premises of the Buyer against loss or theft. After the fulfilment or termination of the contract the Provider shall be required to return the premises of the Buyer to their original state or to the state agreed with the Buyer and to protocollary hand them over within the agreed date, otherwise not later than within 7 days after the fulfilment or termination of the contract.

9. The Provider declares that he owns the necessary and valid licenses and authorisations for the implementation of all activities under the contract. The Provider also declares and undertakes that if the activities under the contract are implemented at the registered seat or any of the operating premises of the Buyer by foreign nationals, all the conditions, licenses and authorisations required by Slovak law shall be arranged and that he shall bear the full liability for observing them. The Provider undertakes to arrange that all the persons used by him for the provision of the services for the Buyer implemented in the registered seat or operating premises of the Buyer are properly trained in the area of work safety and fire safety at all times and also professionally and medically competent for the execution of agreed activities. If legal regulations require other trainings or certificates for the provision of services, the Provider may use only such persons for the provision of the performance that have valid trainings and certificates. The Provider undertakes to submit the necessary documentation proving the compliance with these duties in relation to the persons used at the request of the Buyer without undue delay. If the Provider will use tools, devices, instruments, etc. in the provision of services (hereinafter jointly referred to as "tools") he undertakes to ensure that they will be in the proper technical condition and the Provider shall be obliged to submit the necessary documentation in relation to the used tools at the request of the Buyer without undue delay.

10. All the information, data, know-how, drawings and drafts, specifications and other materials provided by the Buyer to the Provider in relation to the fulfilment of the contract

- a) shall remain in the ownership of the Buyer,
- b) shall be confidential by nature and the Provider must not provide them or make them available to any third persons (in the same extent the Provider shall be obliged to ensure that his employees with access to such information and materials also keep them confidential and protect them),
- c) shall not be used by the Provider for any purposes other than those provided for by the contract without the prior written consent of the Buyer. In order to exercise his ownership rights and other rights and protected interests pursuant to this paragraph as well as Paragraph 7 of these General Commercial Terms and Conditions, in the case of an imminent risk of their violation or if any violation by the Provider or third persons already exists, the Buyer shall be entitled to take such measures that he finds suitable with respect to the circumstances of which he is aware, including the right to enter the Provider's premises in order to gain physical possession and disposal of such things, information, data, etc. and that shall be without prejudice to his other rights arising from the contract and legal regulations.

Should the Provider become obliged, based on a law or decision of a court or other authority of public administration, to make available or disclose any confidential information or other facts, the

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confidentiality of which he is obliged to keep confidential in accordance with this paragraph of the General Commercial Terms and Conditions, he shall be obliged to notify the Buyer of it without delay, including stating the information itself. If the Provider receives such request, the Provider shall be obliged to inform the Buyer of the receipt of any such request before responding to such request or carrying out other action related to the confidential information without undue delay, or as soon as it can be legitimately expected if any law or decision prescribes to the Provider to make immediate response to the relevant authority, with the exception of a case, where such notification of the Buyer is prohibited by law or by a decision/order.

11. If the service under the contract or its materially captured outcome is subject to intellectual (industrial/copyright) property of the Provider, by concluding the contract the Provider grants to the Buyer authorisation for the use of the service or its materially captured outcome for the agreed or common purpose, which is necessary for achieving the purpose of the contract (hereinafter referred to as the "License"; pursuant to Section 580 et seq. of the COC / Section 65 et seq. of the Copyright Act No. 185/2015 Coll. (hereinafter referred to as the "CA"). If the service under the contract or its materially captured outcome is subject to intellectual (industrial) property of a third person, the Provider shall be obliged to provide the Buyer with authorisation to use the service, or its materially captured outcome - for the agreed, or common purpose, which is necessary for achieving the purpose of the contract (the License). The Provider grants a non-exclusive, territorially, temporally and quantitatively unlimited License in an unlimited extent pursuant to Section 19 par. 4 of the CA, or must ensure the provision of a non-exclusive, territorially, temporally and quantitatively unlimited License (if the License is provided by a third person) in an unlimited extent pursuant to Section 19 par. 4 of the CA, and the Buyer or a third person authorized by him shall be entitled to change and modify the subject of the License within the agreed, otherwise common purpose, unless agreed otherwise between the Contracting Parties. The Buyer shall have the right to provide the granted License completely or partially to third persons (sub-license), if a prior consent of a third person is required, the Provider shall be obliged to obtain it. Unless otherwise agreed in writing by the Contracting Parties, the price for the provided service also includes payment for the granted License. The Buyer shall not be obliged to use the License. The Provider shall be obliged to compensate the Buyer for all the harm which he incurs as a consequence of the exercise of any claims arising from the intellectual property rights violation exercised by a third person due to the use of the service or its materially captured outcome by the Buyer. That is without prejudice to the Buyer's right to withdraw from the contract if the Provider fails to provide or arrange the provision of the License pursuant to this paragraph of the General Commercial Terms and Conditions.

12. Unless a warranty card or another similar document of the Provider specifies a longer period, the effective agreed warranty period shall be the period that is the same as the Provider usually provides for his significant customers, but at least a warranty period of 6 months. Unless the terms specify otherwise the warranty period shall start running on the day following the proper handover of the service under these terms and conditions, or handover and acceptance of its materially captured outcome, but it shall be suspended for any period during which the Buyer cannot use the outcome of the service because of its defect. In the case of a complaint, the Provider shall be obliged to start negotiations with the Buyer about the complaint within two days of the delivery of the notification of the defects and to satisfy the Buyer's claims arising from the defects within 10 days of the delivery of the notification of the defects to the Provider unless the Contracting Parties agree in writing on a different period. If a replacement (different) service for the defected service is delivered, a new warranty period shall start running on the day following the day of the replacement service delivery.

13. Any transfer or assignment of the Provider's rights and obligations arising from the contract, carried out without a prior written consent of the Buyer shall be invalid.

14. The Buyer shall be entitled to withdraw from the contract immediately if any of the provisions of the concluded contract or any applicable legal regulation is violated (regardless of whether the violation of the contract or legal regulation is significant or not) by the Provider or any other entity by means of whom the Provider carries out the duties arising from the contract. Withdrawal from the contract shall cancel the obligation from the outset. If the Provider has partially fulfilled his obligation as of the date of withdrawal, the Buyer may notify the Provider that the withdrawal has effects for the entire obligation



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or only for the part of the obligation determined by the Buyer. If the Buyer does not carry out the notification according to the preceding sentence within 10 work days after the withdrawal, it shall be deemed that the withdrawal is effective only for the yet unfulfilled part of the obligation.

15. Unless expressly agreed otherwise, the price for the actually provided services under the contract shall be due and paid by the Buyer from his account to the account listed by the Provider on a proper invoice / tax document of the Provider / within 45 days from the delivery of the proper invoice of the Provider to the Buyer. Unless agreed otherwise the Provider shall be entitled to issue an invoice after proper provision of the services to the Buyer. The invoice of the Provider must include, in addition to statutory requisites, the Provider's purchase order number, the service code listed in the purchase order, name of the person who ordered the service on behalf of the Buyer and the number of the handover protocol, bill of delivery, if it was confirmed by the Buyer in a particular case. The invoice delivered to the Buyer must also include the following enclosed documents: copy of the purchase order, or a reference to the purchase order and a copy of the handover protocol, if it was confirmed by the Buyer in a particular case. The Buyer shall be entitled to return an invoice without payment if it lacks any of the stated requisites, or any of the requisites required by legal regulations. A new due period starts running on the day of delivering a flawless invoice to the Buyer. The day of the price payment shall be the day when the financial amount was deducted from the Buyer's account and credited to the Provider's account. The Provider shall submit to the Buyer a Confirmation of account ownership at the request of the Buyer in the format requested by the Buyer.

16. The Provider expressly declares that if in connection with the provision of services a product will be delivered that is subject to conformity assessment pursuant to Act No. 56/2018 Coll. on Conformity assessment, introducing a product on the market, and on change and amendment of certain laws, a relevant declaration of conformity has been issued. The Provider shall be obliged to submit the declaration of conformity to the Buyer without undue delay at the request of the Buyer. The Provider shall be liable for the damage caused by this declaration being untrue.

17. If any of the provisions becomes invalid or unenforceable, whatever the reason, it shall be without prejudice to the validity or enforceability of the remaining provisions. Any modifications or amendments of the aforementioned terms and conditions must be in written form, even if in the case of an implied contract (e.g. by providing the service).

18. If the Provider is a natural person, he acknowledges that the Buyer will process his personal data in relation to the concluded contract and within the pre-contractual relations.

The Provider acknowledges that the personal data obtained by the Buyer within the frame of the contractual relation or provided to the Buyer by the Provider (primarily name and surname of contact employees, their e-mail addresses, work phone numbers) will be processed by the Buyer as the controller of personal data based on a legal basis - which is the fulfilment of the contract and a party to which is the Provider / measures prior to the conclusion of the contract requested by the Provider (in accordance with Article 6 par. 1 letter b/ of the GDPR in connection with Section 78 par. 3 of the Act on the Protection of Personal Data). The purpose of processing of the personal data will be contacting of contact persons within pre-contractual/contractual relations with the Provider. Recipients of the personal data will be employees of the relevant department, which will order the service.

Information on the processing of personal data (in particular pursuant to Articles 13 and 14 and Articles 15 to 22 and Article 34 of the Regulation of the European Parliament and the Council (EU) 2016/679 (hereinafter referred to as the "GDPR")) of the Provider and his employees are available on the website of the Buyer <https://cz.coca-colahellenic.com/en/about-us/policies/>. The Provider confirms by concluding the contract that he is acquainted with this information, that he acquainted the contact employees about this processing and the available information on the processing of personal data, the personal data of whom in connection with the provisions of Section 78 par. 3 of the Act on the protection of personal information provided to the Buyer and the Buyer has complied with the information obligation towards the Provider and the contact employees as the data subjects in the extent required by generally binding legal regulations in the area of personal data protection.

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Personal data may be processed by a Processor, who will be authorized in accordance with the provisions of Section 34 of the Act 18/2018 Coll. on the Protection of Personal Data (hereinafter referred to as the "APPD"). The Provider shall be obliged to ensure the provision of personal data of the data subjects on a voluntary basis and after acquainting them with the planned processing.

19. If the Provider in the performance of the contract will process a contract on the processing of personal data on behalf of the Buyer and the Provider will not conclude a contract on the processing of personal data with the Buyer, such processing will be governed by the provisions listed in the Annex 1 of these General commercial terms and conditions.

20. The Provider confirms that he complies with and commits to follow all the legal requirements in the area of Quality management systems, environmental protection, occupational health and safety and fire safety. If the Provider performs activities at the Buyer's registered seat or premises (operating areas), he shall be obliged to observe the internal regulations of the Buyer, which he shall be acquainted with prior to entering this registered seat/premises (operating areas) of the Buyer, and to move only in the areas designated by the Buyer.

21. In the case of contracts with repeat performance each Party shall be entitled to terminate the contract with a two-month notice period, which shall start running on the day of delivering the notice to the other Contracting Party.

22. The Provider shall be fully liable for all damage caused to the Buyer, his contractual partners or third persons in connection with violation of duties of the Provider arising from this contract. The Provider shall be obliged to compensate the Buyer for all damage caused, including the costs incurred to the Provider as a result of breach of the contract by the Provider. The Provider shall be obliged to compensate the damage caused within 30 days from the delivery of a written notice by the Buyer.

23. The Provider undertakes to (a) arrange liability insurance for damage caused as a result of the Provider's activity (business, professional, etc.) to the extent covering all damages which might occur in relation to the Provider's activities and with the Provider's coinsurance (slovak: spoluúčasť) not exceeding 10 % of the caused damage, but a maximum of EUR 3,500 and (b) maintain such insurance valid and effective throughout the duration of contractual relationship with the Buyer. The Provider is obliged to submit (demonstrate) fulfilment of obligation under the previous sentence to the Buyer anytime the Buyer asks him to. In case the Provider breaches his obligation to have the insurance arranged pursuant to this Article or fails to reliably demonstrate its existence, the Buyer is entitled to withdraw from all contracts concluded between himself and the Provider immediately.

24. If one of the Parties cannot meet its obligations as a result of an force majeure, this Party shall not be deemed in default, but only in the extent and during the time when the provision of such performance is undoubtedly caused by the force majeure. Force majeure shall be such events (obstacles) that occurred after the obligation had been created, independently of the will of the relevant Party, which are of extraordinary nature, are inevitable, unpredictable and insuperable and objectively prevent fulfilment of the obligations (e.g. war, civil unrest, fire, flood, epidemic, quarantine measures, earthquake, landslides, explosion, terrorist attack, etc.). The performance shall not be deemed impossible if it can be performed under worsened conditions, at a higher cost or after the agreed time. If an force majeure occurs, the aggrieved Party shall be obliged to notify the other party of the nature, beginning and end of the force majeure. The liability of the obliged Party shall not be excluded and the date of performance shall not be postponed if the force majeure occurred at a time when the obliged party already was in default with fulfilment of its obligation, or if the obliged Party did not meet its duty to notify the other Party of the occurrence of the force majeure. If the duration of the force majeure exceeds 5 days, the Party for which the performance afflicted by the force majeure is to be provided shall be entitled to withdraw from the contract.

25. No other commercial terms and conditions or similar documents not expressly referred to by these commercial terms and conditions, including the Provider's terms and conditions, are a part of a contract between the Provider and the Buyer or shall be applied to the contractual relation between the Provider and the Buyer. Commercial terms and conditions of the Provider shall be ineffective for the relations established by the contract, unless the Buyer expressly agrees in writing to their use. In

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that case the Buyer shall also specify in writing which provisions of the terms and conditions of the Provider shall apply for the relation established by the contract. The Buyer excludes conclusion of any contract between the Buyer and the Provider in the event that the Provider attaches his commercial terms and conditions, unless the commercial terms and conditions of the Provider are expressly accepted by the Buyer in writing.

26. Contracts between the Provider and the Buyer shall be governed by the substantive law of the Slovak Republic (SR) and for the issues not regulated by the contract the provisions of the Commercial code and other related regulations of the SR shall be used. The Contracting Parties agree that if it is relevant, their contractual relations shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

27. Any disputes arising from the contract, including the issues its validity, interpretation or termination shall be settled by the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava according to its basic internal legal regulations. The Parties shall submit to the decision of this court. Its decision shall be binding to the Parties. Slovak language shall be used in the arbitration proceedings. By this arrangement, the arbitration clause shall become a part of the contract in question according to the will of the Parties.

28. The Buyer and the Provider expressly agree that the Buyer shall be entitled to make unilateral modifications of these General commercial terms and conditions in a reasonable extent. The modification shall be announced by publication of the new General commercial terms and conditions of Coca-Cola HBC Česko a Slovensko, s.r.o. on the website <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/>. The Buyer shall be obliged to publish the new General commercial terms and conditions no later than 30 days before this modification comes into effect. The Provider undertakes to regularly monitor the aforementioned website in order to have the opportunity to become acquainted with the modified document. In the event that (i) the contract obliges the Provider to a long-term repeated performances of the same kind, or (ii) the contract has a nature of framework contract and the Provider will not agree to the carried out modification of the General commercial terms and conditions from the date of effect of the modification, in such case the Provider shall be entitled to terminate the contract with the notice period of 60 days from the date of delivery of the notice of termination to the Buyer. For the duration of the notice period the contractual relation shall be governed by the older version of the General commercial terms and conditions.

29. The Provider expressly confirms that he has become familiar with the content of the document "Supplier guiding principles", published on the website <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/>, and undertakes to observe the principles and guidelines stated in this document. The Buyer and the Provider agree that the Buyer shall be entitled to make unilateral modification of "Supplier guiding principles" in a reasonable extent. The modification shall be announced by publication of the new "Supplier guiding principles" on the website <https://cz.coca-colahellenic.com/sk/o-nas/politiky-a-dokumenty/>. The Provider undertakes to regularly monitor the aforementioned website in order to have the opportunity to become acquainted with the modified document. In the event that (i) the contract obliges the provider to a long-term repeated performances of the same kind, or (ii) the contract has a nature of framework contract and the Provider will not agree to the carried out modification, in such case he shall be entitled to terminate the contract with the notice period of 60 days from the date of delivery of the notice of termination to the Buyer. For the duration of the notice period the contractual relation shall be governed by the older version of the "Supplier guiding principles".

30. The Provider declares that he is not registered by the Tax Directorate of SR in the List of tax debtors or the List of payers of value added tax, for whom there are reasons for cancelling the VAT registration (hereinafter referred to as the "List"), nor published on the relevant portal in connection with such declaration pursuant to Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Tax"). If the Provider will be published in the List, the Provider shall be obliged to immediately notify the Buyer of this fact. If the Provider violates his obligations under this paragraph, he shall be obliged to compensate the Buyer for the damage caused by the violation of this obligation, and the Buyer shall be entitled to withdraw from the contract with immediate

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**effective from 20. 6. 2022**

effect. If the Buyer would be obliged to pay taxes and/or fees related to subject of the contract that should be otherwise paid by the Provider, the Buyer shall be obliged to require from the Provider (i) damage compensation, (ii) withdrawal from the contract, (iii) offsetting any claims of the Provider both not yet due or past due, against any claims of the Buyer, both not yet due or past due, (iv) paying the issued tax document (invoice) only up to the amount of tax base (the amount of the value added tax will be paid to the Tax Office). / This paragraph applies only to a payer of VAT /

31. The tax documents issued by the Provider must include the requisites pursuant to the Value Added Tax Act. If the tax document does not meet the requirements, it shall be returned to its issuer of the document who shall be obliged to issue a new document without delay. /This paragraph applies only to a payer of VAT /

32. The Provider shall not be entitled to assign any claim resulting from the contract or related to it, to establish a lien, or to use it as the subject of the law of retention, or otherwise encumber it without prior written consent of the Buyer. The Provider shall not be entitled to unilaterally offset any of its claims against the claims of the Buyer arising from the contract or related to the contract.

33. The Provider and the Buyer have agreed that the conclusion of these General Commercial Terms and Conditions shall be executed in writing and if the written form is not observed, they do not wish to be bound by these terms and conditions.

34. The terms and conditions are executed in Slovak language, a purchase order may be executed either in Slovak or English language.

35. The Provider shall be obliged to provide the Buyer with all the data necessary for the purpose of fulfilment of obligation pursuant to Act No. 297/2008 Coll., primarily for the purpose of identification; including identification of the end user of the benefits pursuant to Act No. 297/2008 Coll. and on the nature of a business transaction. The Provider declares that he is not a politically exposed person. In the case of any doubt the Provider shall be ready to provide additional information or documentation related to the relevant funds at the request of the Buyer. The Provider confirms that the funds come from legal sources and that there is no money laundering or terrorist financing within the frame of the business. The relevant contract shall expire on the date when the Buyer learns of the untruthfulness of such information.



## **Annex 1 of the General commercial terms and conditions**

### Contract on the processing of personal data

1. This Annex shall apply to cases where (a) the Provider, when performing a contract, processes personal data on behalf of the Buyer, and (b) the Provider and the Buyer have not entered into a specific mutual contract on the processing of personal data. The provisions of this Annex have the nature of a contract on the processing of personal data pursuant to Article 28 of the General Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of personal data ("**GDPR**").
2. When processing personal data the Buyer is in the position of controller of the personal data and the Provider is in the position of processor. The Provider may process personal data exclusively for the purpose of fulfilling his obligation arising from the contract. The Provider will only process personal data (a) provided to the Provider by the Buyer in connection with a concluded contract and for the purpose of performing it; (b) obtained by the Provider in performance of the contract, including personal data provided to the Provider directly by the relevant data subject. Personal data will be processed by the Provider for the duration of his obligations under the contract unless the contract itself provides for a shorter processing time. Upon the expiration of the agreed period, the processed personal data will be immediately returned to the Buyer (including copies) and will be erased (not recoverable) from all of the Provider's systems.
3. The Provider shall be obliged to process the personal data only in accordance with generally binding legal regulations (in particular the GDPR), the contract, this agreement, and the written instructions from the Buyer. The Provider shall be obliged to notify the Buyer in writing without undue delay, if he believes that an instruction of the Buyer is contrary to generally binding legal regulations. The Provider shall be obliged to maintain confidentiality of the processed personal data and do not use them for purposes other than the fulfilment of the contract concluded with the Buyer. If the Provider discovers errors or inconsistencies in the processed data, he shall be obliged to notify the Buyer of this fact without undue delay.
4. The Provider shall adopt technical and organizational measures in order to prevent unauthorized or accidental access to the processed data, their loss or destruction. The Provider shall ensure the confidentiality of all persons participating in the processing of the personal data. Personal data may be disclosed only to the employees of the Provider, who (a) need to have access to such data in order to fulfil the contract, (b) have undergone training in the proper handling of personal data, and (c) are contractually bound to comply with the protection, security and confidentiality in relation to the processed personal data. Provision of the Article 5 shall not be affected by this.
5. The Provider shall be entitled to involve a third person in the performed processing (additional processor) only (a) with a prior written consent of the Buyer and (b) provided that the Buyer will conclude a written contract with the additional processor on the processing of personal data that will ensure at least such protection of the personal data as this agreement with the Buyer; the Provider shall submit such contract at the request of the Buyer for inspection. The Provider shall inform the Buyer well in advance of all intended changes in the persons of additional processors and shall allow the Buyer to object to such changes. The Provider shall be fully responsible for any processing of personal data by other processors.
6. In the event of a breach of security of the personal data processed by the Provider for the Buyer, the Provider shall (a) take all appropriate measures to remedy the causes of such breach without undue delay; (b) without delay, in any event not later than within 12 hours, he shall inform the Buyer along with providing details (particularly of the estimated number of data subjects, the scope of the personal data concerned, the impacts of the breach of security of the personal data, the description of the measures taken by the Provider). The Provider shall take measures to prevent breach of security of personal data in the future, including the measures reasonably required by the Buyer. Fulfilment of the Provider's obligation under this Article shall not affect the Provider's obligation to fully compensate for any harm arising from the breach of security of personal data processed by the Provider for the Buyer.

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**effective from 25. 5. 2018**

7. The Provider shall not transfer and provide personal data processed by the Provider for the Buyer outside of the EU/EEA without a prior written instruction of the Buyer.
8. At the request of the Buyer, the Provider shall be obliged to cooperate with the Buyer and to provide assistance in the case of the rights of data subjects under Chapter III of the GDPR. The Provider declares in this context that he has the resources and has adopted measures to comply with the GDPR and satisfy the rights of the data subjects, whose personal data is processed by the Provider on behalf of the Buyer. At the Buyer's request the Provider shall (a) allow an audit of processing of the personal data that the Provider carries out for the Buyer and (b) provide reasonable assistance in the assessment of the impact on the protection of the personal data.