

Slovenské elektrárne, a.s.

GENERAL TERMS AND CONDITIONS

(general services)
SE as a CLIENT
Version 01/06/2018

I. SCOPE OF APPLICATION

1.1 These are the General Terms and Conditions of Slovenské elektrárne, a. s. (hereinafter referred to as the "GTCS"), which shall form an integral part and annex to the order/contract (hereinafter referred to as the "Contract"), the subject matter of which are the "general services" (i.e. services not affecting the operation of production facilities of SE) and shall enter in force together with the Contract. The respective provisions herein shall not apply either if otherwise agreed in the Contract (pursuant to Section 273 (2) of the Act No. 513/1991 Coll. Commercial Code as amended, hereinafter referred to as the "Commercial Code") or if the application of the GTCS is expressly precluded in the Contract.

II. DEFINITIONS

2.1 The company Slovenské elektrárne, a.s. is identified as "SE", regardless of the terms in the Contract.

2.2 For the purposes of GTCS, the services, works or performances to SE based on the Contract, to which GTCS are enclosed, is identified as the "Performance".

2.3 The provider of work, repair, maintenance or modification of subject, the provider of works or services shall be considered for "the Contractor". The Contractor specified in the heading of the Contract as well as their subcontractors and their legal successors shall be considered for the Contractor themselves. The GTCS provisions containing the designation "Contractor" shall apply for both the inland and foreign contractors. The personnel of the Contractor are considered all the Slovak and foreign employees of the Contractor and employees of their subcontractors (hereinafter referred to as the "Contractor's personnel").

2.4 For the purposes of the GTCS, the "Party" shall mean SE or the Contractor, where the "Parties" shall mean SE and the Contractor.

2.5 On behalf of and for SE:

- a) a contact person shall be entitled to act in matters relating to the Contract, who is specified in the Contract as the "Contact Person", or other person/persons, authorised by the Contact Person acting on behalf of SE do not include the execution of legal acts in connection with the Contract (for instance, the amendment or termination of the Contract, applying a complaint, claiming contractual penalties, compensation for damage, etc.) without a valid authorisation granted by SE, which SE shall, at the Contractor's request, prove by way of a confirmation of the authorisation's issue.
- b) a person/persons shall be entitled to act in the matters of the Performance, which means the Performance execution, the Performance controls, the Performance testing, the Performance takeover, etc., who is specified in the Contract as the "Contract Manager", or other person/persons, authorised by the Contract Manager on behalf of SE. The authorizations and powers of the Contract Manager acting on behalf of SE do not include the execution of legal acts in connection with the Contract (for instance, the amendment

or termination of the Contract applying a complaint, claiming the contractual penalties, compensation for damage, etc.) without a valid authorization granted by SE, which SE shall, at the Contractor's request prove by way of confirmation of the authorisation's issue.

2.6 On behalf of and for the Contractor:

- a) a contact person shall be entitled to act in matters relating to the Contract, who is specified in the Contract as the "Contact Person", or other person/persons, authorised by the Contact Person,
- b) a person/persons shall be entitled to act in the matters of the Performance, which means the Performance execution, the Performance controls, the Performance testing, the Performance handover, etc., who is specified in the Contract as the "Contract Manager", or other person/persons, authorised by the Contract Manager for the Contractor.

2.7 Either Party shall be entitled to **change the Contract Manager, or delegate** some of the authorizations and powers to **another person** at any time and shall be obliged to inform the other Party thereof in writing without undue delay. The extent of the delegated authorizations and powers shall be unambiguously defined.

2.8 For the purposes of the GTCS, the price of the Performance (hereinafter referred to as the "Price") shall mean:

- a) the total price of the Performance, exclusive of the Value Added Tax (hereinafter referred to as "VAT"), agreed in the Contract, if the Contract subject matter is the Performance in whole,
- b) the price of individual Performance, exclusive of VAT, agreed in the Contract, if the Contract subject matter is the delivery of several separate Performances,
- c) the price of the Performance for a calendar month (or other agreed period of time), exclusive of VAT, agreed in the Contract, if the Contract subject matter is the repeating Performance,
- d) the price of the Performance upon written request, exclusive of VAT, if the Contract subject matter is to provide the Performance upon written requests,
- e) the price of the Performance upon partial order, exclusive of VAT, if the Contract subject matter is to provide the Performance upon partial orders to framework contracts.

In case:

- (i) of a domestic Contractor who is not a VAT payer in the Slovak Republic (hereinafter referred to as the "SR"), or if
- (ii) the Contractor has its registered seat or place of business outside the territory of the SR and does not have a fixed establishment in the SR according to Act No. 222/2004 Coll. on value added tax as amended (hereinafter referred to as the "Act on VAT"), which participates in the Performance (hereinafter referred to as the "Foreign Contractor"),

for the purposes of the GTCS, in such case the Price shall mean

similarly the price as defined in letters a) to e) of this clause, except for the text "exclusive of VAT".

- 2.9 In case of providing the Performance in the premises of SE, in arranging entry it is necessary to proceed according to the instructions of the Contract Manager on behalf of SE and information published on SE's website: <http://procurement.seas.sk/suppliers>.

III. LANGUAGE

- 3.1 The decisive version of all contractual documents will be that done in the Slovak language.
- 3.2 If the Contract is executed in the Slovak language but annexes to the Contract are executed in the Czech language, these annexes shall not need to be translated into the Slovak language unless otherwise agreed by the Parties.
- 3.3 If the Contractor has its registered seat abroad and the Parties have not agreed upon another communication language in the Contract, Slovak shall become the communication language.

IV. CONCLUSION OF THE CONTRACT AND AMENDMENTS

- 4.1 The proposal for entering into the Contract or the proposal for offer submission delivered by SE to the Contractor does not mean a request to start to perform the Performance. The Contractor can start to perform the Performance only after the Contract has been concluded and on the basis and in compliance with the conditions specified therein.
- 4.2 The Contract or GTCS can be amended exclusively on the basis of an agreement between the Parties, in the form of an amendment to the Contract, which includes the GTCS.

Any modifications or amendments to the Contract can be executed only on the basis of an agreement between both Parties, in the form of written and numbered amendments hereto, signed by authorized representatives of both Parties, except in the following cases:

- a) change or adding of Contract Managers that the Party makes by a unilateral written notice sent to the Contract Manager of the other Party,
 - b) change or adding of a Subcontractor based on a written request submitted by the Contractor to the SE's Contact Person, including the documents proving fulfilment of requirements for technical and professional competence of the Subcontractor; the SE's Contact Person will ensure the assessment of such request in accordance with SE's internal regulations and inform the Contractor of the acceptance or rejection of the request,
 - c) the change of a person executing the Performance, approved by the SE's Contract Manager, upon proving the fulfilment of requirements for technical and professional competence of a person by the Contractor.
- 4.3 The Contract and all annexes thereto represent the entire agreement between the Parties on the subject-matter of the Contract and in relation to the subject-matter of the Contract they replace all the previous and present verbal and/or written arrangements, documents and agreements between the Parties.

In case of any changes arising from the applicable legal regulations, legal acts of the EU, commitments arising for SE from international contracts or from its membership in international organisations or other regulations of a binding or recommendatory nature that have an influence on the Contract performance, the Contractor shall be obliged, at the request of SE, to conclude an amendment to the Contract within the

period set by SE that shall reflect the new adjustment in the respective field.

V. INTERPRETATION

5.1 Severability of Provisions

Each provision of the Contract shall be interpreted so that it is effective and valid pursuant to valid legal regulations. However, in the event that it is inexecutable, or null and void pursuant to valid legal regulations, it shall not affect the other provisions of the Contract. In the event that a provision is inexecutable, or null and void, the Parties shall agree in written form on a solution preserving the context and purpose of the given provision.

- 5.2 The application of the general terms and conditions of the Contractor or of any other general terms and conditions is hereby expressly excluded, unless otherwise agreed in writing by SE and the Contractor.

- 5.3 In cases where in the GTCS or in the Contract there are references to legal regulations in force at the time of issuance of this version of GTCS or at the time of Contract conclusion, which were amended or replaced by other legal regulations during the validity of the Contract, they are considered to be the references to the legal regulations that have replaced them, as amended.

VI. COMMUNICATION

- 6.1 All notices and all communications between the Parties under the Contract shall be made in writing, that is by registered mail, express courier service, by fax or e-mail and are deemed to be duly delivered by their delivery to the concerned Party to the address or fax numbers given by the Parties in the heading of the Contract in the event that the following text of the Contract does not contain addresses or fax numbers for the delivery.

A document shall be also considered delivered in the following cases:

- a) the Party refuses to take over the document – the document shall be considered delivered on that day, or if
- b) it is not possible to deliver the document for the reason of for example a failure to take over the mail within the delivery period or because the addressee was not found, the addressee was unknown or for other reason designated by the post office on the mail; the document shall be considered delivered on the date of mail deposition at the post office.

VII. PRICE, INVOICING AND PAYMENT TERMS

7.1 Price

- 7.1.1 If the Contractor is a VAT payer in the SR, VAT shall be added to the Price in the amount determined by valid legal regulations governing the amount of VAT on the day of origin of tax liability, in cases where VAT is applicable according to the valid wording of the Act on VAT.

- 7.1.2 **None of the Performance of the Contractor or SE shall be provided free of charge.**

- 7.1.3 The Price includes all the costs related to the fulfilment of the Contractor's obligations, in particular:
- transport charges,
 - insurance costs for the Contractor's damage liability insurance,

- other taxes and customs duties,
- administration and similar fees collected by any public authority body,
- accommodation, catering and transportation of Contractor's personnel.
- 7.1.4 Unless otherwise agreed in the Contract, the Price according to the Contract shall be fixed, complete, invariable and binding and the Contractor guarantees its completeness until the supply of the Performance also in the event that during the Performance the need occurs to perform such activities, which were not predictable at the time of Contract conclusion.
- 7.2 Invoicing Terms**
- 7.2.1 The basic document for payment of the Price shall be an invoice issued by the Contractor and delivered to SE. The invoice has to be issued in accordance with valid legislation and shall contain the agreed particulars pursuant to clause 7.2.11 herein.
- 7.2.2 The Contractor shall issue an invoice containing VAT only provided that at the time when tax liability came into existence it was a VAT payer and the Contractor's tax liability comes into existence at the delivery of the Performance and the Contractor is a person obliged to pay VAT.
- 7.2.3 The Contractor's invoice shall be issued and the payment shall be paid by SE in **Euros** unless another currency is agreed in the Contract.
- 7.2.4 If the Price agreed in the Contract is based on an hourly rate, the Contractor shall be entitled to charge SE only the hours actually worked during the provision of the Performance.
- In the event that the place of Performance is located at the SE's premises, only the actual time spent on the Performance shall be charged by the Contractor. The number of the invoiced hours in such case shall not exceed the number of the hours worked as recorded in the Takeover Protocol based on the electronic attendance system used at the SE's premises. In the case of an absence/a failure of electronic records used at the SE's premises, the number of the invoiced hours shall not exceed the number of hours worked as recorded in the Takeover Protocol based on the written attendance records.
- The Contractor shall not charge SE for time necessary for breaks at work, personnel transfers, for arranging entries to the SE's premises etc.
- 7.2.5 All the Performances provided by the Contractor above the scope agreed upon in the Contract shall be approved by SE in writing in advance. SE shall not be obliged to take over or pay for any Performance executed prior to such an approval.
- 7.2.6 If a unit price of the Performance is agreed in the Contract and simultaneously the Contract or annexes give a number of units of the particular Performance, the Contractor shall not be entitled to exceed the number of Performance units without SE's prior written consent. SE shall not be obliged to take over or pay for any Performance exceeding the number of units specified in the Contract made without such consent. In such case, SE shall be entitled to return the invoice back to the Contractor.
- 7.2.7 The background document for issuing an invoice for
- the provided Performance is a confirmation of the provided Performance, realized by SE pursuant to clause 9.4.1, which must be subsequently attached to the invoice.
- 7.2.8 Unless other way and time of Price invoicing has been agreed in the Contract, the Contractor shall issue an invoice for the provided Performance as follows:
- (i) **single invoice**, i.e. after providing the whole scope of the Performance - not later than 15 days after the confirmation of the provided Performance by SE, or
- (ii) **individual invoicing**, i.e. after providing each individual Performance – always not later than 15 days after the confirmation of each individual provided Performance (as referred to in the Contract or in a separate Written Request) by SE, or
- (iii) **on an ongoing basis** (in case the Performance is provided partially or repeatedly), i.e. after the expiry of each invoicing period agreed in the Contract – always not later than 15 days after confirming the scope of the Performance provided during the invoicing period; in this case the delivery date shall be the last day of the invoicing period.
- 7.2.9 The Contractor shall be entitled to issue a **summary invoice** under the Act on VAT within 15 days after the end of a calendar month, for the Performance that has been taken over by SE during the calendar month.
- 7.2.10 In case that the Contractor provides the performance also to SE's branch, the Contractor is obliged to issue a separate invoice for the performance provided to SE's branch. Separate invoice must contain the VAT number assigned to the branch office of SE.
- 7.2.11 In addition to the data specified in accordance with the valid legal legislation, every invoice must contain:
- (i) SE's Contract No.,
- (ii) SAP number specified by SE in the Takeover Protocol or Survey Protocol or specified in the Contract,
- (iii) the code of the Common Customs Tariff in respect of the supply of goods or the supply of goods supplied as part of the provided Performance,
- (iv) the date of invoice issuance,
- (v) invoice due date pursuant to clause 7.3.1 herein,
- (vi) the banking institution name and the Contractor's bank account no.,
- (vii) the signature of the representative authorised to act on the Contractor's behalf.
- 7.2.12 The Contractor shall be obliged to deliver the invoice to SE no later than **within 5 days** following its issuance.
- 7.2.13 The Contractor shall be obliged to send the invoices for SE to the address:
- Slovenské elektrárne, a.s.

Invoicing Department
Mochovce Nuclear Power Plant
P.O.BOX 11
935 39 Mochovce

or to another address specified in writing by SE.

7.2.14 In the event that the Contractor sends the invoice to another address than the address according to clause 7.2.13, the period of maturity shall not start until the respective invoice is delivered to the address specified or determined according to the above clause 7.2.13.

7.2.15 The Contractor shall be obliged to deliver to SE to the address pursuant to clause 7.2.13 herein **at least 14 days before** the invoice due date, a written notification of the change of the bank account stated in the invoice, in case of:

- (i) a change of the bank,
- (ii) establishment of the pledge right to receivables, or
- (iii) formal shortcomings (e.g. incorrect, incomplete bank account, etc.),

where the authenticity of the signature of the Contractor's representative in the notification must be officially verified.

7.2.16 If the Contractor fails to fulfil its notification duty according to clause 7.2.15 herein, the day of debiting SE's bank account with the outstanding amount shall be considered the day of fulfilment of the monetary obligation regardless of whether the Contractor's bank account is credited with the financial resources.

7.3 Payment Terms

7.3.1 **The invoice shall be due within the period of 60 days following the invoice's delivery to SE.** The date indicated by SE's presentation stamp at the address pursuant to clause 7.2.13 herein shall be the date of delivery of the invoice. The invoice maturity period shall start on the day following the day of delivery of the invoice to SE. If the last day of the invoice maturity period falls on a public holiday, the invoice shall be due on the very next business day. The financial obligation shall be deemed fulfilled on the day when the outstanding amount is debited from the SE's bank account.

7.3.2 Full payment shall be made to the account number specified in the invoice or notice pursuant to clause 7.2.15 herein, no later than on the invoice due date. If the invoice does not contain the particulars required in accordance with the valid legal legislation or if the data in the invoice are not stated in compliance with the conditions agreed upon in the Contract/GTCS, SE shall be entitled to return the invoice to the Contractor without payment. In such case, the period of maturity of the invoice shall be interrupted. SE shall be obliged to state the reason for returning the invoice. The period of maturity shall start again only on the date of delivery of the corrected (new) invoice fulfilling the requirements of generally binding legal legislation and the Contract.

7.3.3 All bank expenses and charges of the correspondent banks and the Contractor's bank shall be borne by the Contractor.

7.3.4 If SE is in delay with the invoice payment, the Contractor shall be entitled to charge SE an interest

on late payment amounting to 0.02% from the outstanding amount for each day of the delay, however, in the maximum of up to the total amount of 10% of the invoiced amount.

VIII. TAX CONDITIONS

8.1 During the Contract term the Contractor shall be obliged to notify in writing SE of the date of VAT payer registration cancellation, as well as the date of VAT payer registration, all that **immediately** after that date.

In addition, the Contractor shall notify in writing **within 5 working days** of any changes to its tax status and tax obligations, in particular:

- a) setting-up/dissolution of a fixed establishment for VAT;
- b) publishing the Contractor in the List under clause **Chyba! Nenašiel sa žiaden zdroj odkazov.**;
- c) setting-up/dissolution of a permanent establishment for income tax;
- d) payment of income tax advance payments.

The following provisions of clauses 8.2, 8.3 and 8.4 apply to the **Foreign Contractor**:

8.2 The Foreign Contractor is obliged to provide SE with the information required in the Declaration on tax position and interrelation not later than by signing the Contract.

If the correctness, completeness or veracity of the above-mentioned facts changes during the term of this Contract due to any facts that can or cannot be influenced, the Foreign Contractor undertakes to inform SE thereof in writing, **without undue delay**, no later than within 5 working days after the change, otherwise, SE shall consider them valid, true and complete also as on the date of origin of Foreign Contractor's tax liability.

8.3 If the Foreign Contractor is a resident of a country outside of the EU and has a permanent establishment in the Slovak Republic and pays income tax advance payments in the Slovak Republic, it shall be obliged to submit, immediately after the signing of the Contract or after the mentioned fact has come into existence, the confirmation of the Tax Authority Bratislava about the advance payments (hereinafter only as the "**Confirmation**"). The Foreign Contractor is obliged to submit the Confirmation in each subsequent calendar year, during which it will provide the Performance to SE. If the Foreign Contractor fails to submit such document, SE shall apply the collateral tax in accordance with the Act on Income Tax.

8.4 Withholding Tax

Price and payment conditions set out in the Contract do not and shall not include any withholding. If payments in favour of the Foreign Contractor are subject to or shall be subject to withholding tax pursuant to Act on Income Tax and respective treaties on double taxation avoidance, SE shall decrease, upon the above stated, the payments by the particular amounts pursuant to the respective treaty on double taxation avoidance and Act on Income Tax. In that case SE shall request from the concerned tax authority in the Slovak Republic to provide a confirmation of the deducted tax and shall submit it to the Foreign Contractor. The Foreign Contractor shall provide SE any cooperation for the exercise of SE's rights and the asserting SE's of claims according to this clause.

The Foreign Contractor is not entitled to request any compensation from SE in connection with the deduction of withholding tax by SE, but it itself may request settlement from the concerned tax administrator.

The Foreign Contractor shall endeavour to identify payments included in the Price that may be subject to the withholding tax and specify their unit price. In case of doubt or the lack of cooperation of the Foreign Contractor, SE shall be entitled to deduct withholding tax from the total Price, with the exception if the Foreign Contractor proves additionally that withholding tax pursuant to the Act on Income Tax and the respective treaty on double taxation avoidance is not to be deducted, or the Foreign Contractor specifies that amount of the invoiced Price that is subject to withholding tax.

The provisions of the following clause 8.5 apply to the **VAT payer in the Slovak Republic**:

8.5 Guarantee for VAT

The Contractor declares and undertakes that it shall submit a proper tax return for VAT and in case of occurrence of a duty to pay VAT, it shall pay it to the locally competent tax authority within the specified payment period. The Contractor declares that it has no intention to avoid VAT payment in relation to the Performance according to the Contract and it has no intention to reduce the tax or to elicit a tax allowance or has no intention to get to a position, in which it would not be able to pay this tax.

In the event that the Contractor has been published on the website of the Finance Directorate of the SR in the list pursuant to the provisions of the Section 69 (15) of the Act on VAT (hereinafter the "**List**"), SE is authorised to retain the amount equal to VAT from each invoice for the Performance of the Contractor pursuant to the Contract with the delivery date not earlier than the date of publishing the Contractor in the List. Should SE apply the VAT retention, it shall notify the Contractor in writing thereof

SE shall be entitled to pay the retained amount of VAT to the Contractor's personal account kept by the competent tax office (hereinafter the "**Contractor's PA**"). The Contractor shall be required, not later than 5 working days after retention of VAT by SE, to deliver SE in writing all information necessary for making the payment of VAT by SE to the Contractor's PA, namely: the number of the Contractor's PA, the taxable period for which the tax is to be paid and invoice number pertaining to that taxable period. In the case that the SE pays VAT to the Contractor's PA, it shall notify the Contractor thereof.

If the Contractor fails to provide SE with all the above information properly and on time, SE shall be entitled to apply a **contractual penalty** in the amount of **EUR 1,000**. This contractual penalty shall be payable within the period pursuant to clause 15.12 SE shall satisfy its claim for the payment of the penalty from the first payable liability of SE, recorded towards the Contractor in SE's accounting.

SE shall return to the Contractor the amount of VAT retained, with the exception of the VAT paid by SE to the Contractor's PA, not later than 7 working days from receiving a written request by the Contractor for returning the retained VAT, sent to the invoicing address of SE under clause 7.2.13 herein, subject to the following conditions:

- (i) if the request includes in an attachment a written declaration of the respective tax office concerning the fact that the tax office no longer records any tax arrears against the Contractor; or
- (ii) the Contractor delivers its request at the earliest after the expiration of the right to additionally impose tax pursuant to Section 69 of Act no. 563/2009 Coll. on Tax Administration (Tax Procedure) as amended, or other applicable laws governing the right to impose additional tax. In its request the Contractor shall be required to

indicate when the right to impose additional tax has expired, separately for each individual amount of the retained VAT.

In the event that, despite the payment of VAT by SE pursuant to the foregoing provisions of this clause, the tax office, by decision, imposes on SE, as a guarantor, the obligation to pay VAT which is considered as unpaid tax pursuant to the provision of Section 69b of the Act on VAT (hereinafter referred to as the "**unpaid tax**"), and SE pays this unpaid tax instead of the Contractor, the Contract shall be obliged to reimburse such unpaid tax to SE not later than 8 days after receiving of SE's written instruction.

The provisions of the following clause 8.6 apply to the **Foreign Contractor based outside the EU**:

8.6 Collateral Tax

In the event the obligation to deduct collateral tax from the Price has arisen for SE, SE shall deduct the sum of collateral tax from the invoiced Price pursuant to the Act on Income Tax and pay the Foreign Contractor the invoiced Price reduced by the given collateral. SE shall not deduct the collateral tax from the Price if the Foreign Contractor submits to SE the original confirmation from the concerned tax authority proving that the Foreign Contractor pays tax advances pursuant to Section 34 or 42 of the Act on Income Tax.

If the Foreign Contractor fails to submit a written confirmation as indicated above and SE is obliged to deduct the sum of the collateral tax from the Price, SE shall:

- a) be entitled to deduct the sum of the collateral tax from the invoiced Price pursuant to Section 44 (2) of the Act on Income Tax and to pay the Foreign Contractor the Price or its part reduced by the sum of such collateral tax, and
- b) provide documentation to the Foreign Contractor (confirmation of the deducted collateral tax submitted to the competent tax authority), which the Foreign Contractor may use for the set-off of the payment against its tax liability in Slovakia.

In other cases when the Foreign Contractor's activities do not cause the formation of a permanent establishment in Slovak Republic, the application of the collateral tax will be assessed on a case by case basis, considering the nature of the Performance, in accordance with the Act on Income Tax and the respective treaty on double taxation avoidance.

The Foreign Contractor is not entitled to request any compensation from SE in connection with the deduction of the collateral tax by SE, but it itself may request settlement from the competent tax administrator.

- 8.7 The Contractor undertakes that it shall be fully responsible for calculations, reporting, tax returns and payment of its present and future both monetary and non-monetary tax duties, including the income tax, VAT and other taxes, fees and levies (or respective penalties, fines or interests), which came or will come into existence under the Contract according to any legal jurisdiction, either in the Slovak Republic or out of its territory. The Contractor shall make no claims towards SE in connection with the above-mentioned matters.

IX. PERFORMANCE EXECUTION

9.1 Place of Performance

9.1.1 The place of Performance shall mean the seat of SE, i.e. Mlynské nivy 47, 821 09 Bratislava, unless otherwise specified by the Contract.

9.1.2 If the Contractor provides the Performance on SE's

premises, the Contractor shall take note of the fact that SE can provide to the Contractor:

- (i) premises having the nature of offices or other rooms,
- (ii) electric energy, water, etc.

against payment and under a separate contract(s).

- 9.1.3 At the entry and at the departure of the Contractor's personnel, SE is entitled to carry out personal inspection as regards the items and materials brought in or taken out.

The following items are prohibited to be brought into the SE's premises by the Contractor:

- a) all kinds of weapons, ammunition, explosives, trap explosive systems and their imitations,
- b) alcohol, narcotic and psychotropic substances,
- c) unidentifiable biological and chemical substances,
- d) cameras and camcorders without permission,
- e) items evidently not related to working activities.

The Contractor is not entitled to take out the following items from the SE's premises without permission:

- (i) any items and materials not owned by the Contractor, or to which the Contractor has no other right,
- (ii) waste, which the Contractor is not entitled or obliged to dispose or recycle in accordance with the Contract.

In the event of breach of the obligation under this clause, SE may claim from the Contractor a contractual penalty pursuant to clause 15.8 herein.

- 9.1.4 The Contractor's personnel shall be required to register each entry to /departure from the SE's premises on the attendance terminal located at the SE's premises. .

- 9.1.5 The Contractor's personnel is obliged to observe the ban on the consumption of alcohol, narcotic and/or psychotropic substances. At the entry of the Contractor's personnel, as well as during their stay at the SE's premises, SE is entitled to perform a breathalyser test or a test of use of narcotic and/or psychotropic substances of the Contractor's personnel. The rejection to undergo a breathalyser test or test for the use of narcotic and/or psychotropic substances shall be considered as a breach of the contractual terms and conditions.

- 9.1.6 for positive result. If the result is positive, SE can claim sanctions pursuant to clause 15.9 herein.

- 9.1.7 No later than on the day of commencement of the Performance under the Contract, the Contractor shall announce to SE the names and e-mail addresses of those Contractor's representatives, who are supposed to be granted access to the SE's information system for the purpose of the fulfilment of the obligations solely in accordance with the terms and conditions. The access to the SE information system has been set up in accordance with the authorization procedures in force at SE.

9.2 Inspections, Tests and Verification

- 9.2.1 At any time during the Performance provision under the Contract, SE shall be entitled to check the proper fulfilment of the Contractor's duties pursuant to the Contract and GTCS. In the event that the inspections during the Performance under the Contract find any defects or faults, the Contractor shall be obliged to eliminate the defects and faults at its own expense within the time period specified by SE.

- 9.2.2 Carrying out an inspection is not a reason for the delayed delivery of the Performance.

9.3 Conditions of Delivery and Take-Over of the Performance

9.3.1 Period of Delivery and Take-Over of the Performance

In the event of a threat that the Contractor will fail to deliver the Performance within the period specified in the Contract, it shall be obliged to inform SE in writing about this fact without undue delay after it has learned of the fact and it shall be obliged to carry out all the measures to speed up the Performance. The notice shall specify the causes of the delay and the expected day of the delivery of the Performance.

If the Contractor fails to carry out the measures according to this clause or the Contractor's measures turn out to be insufficiently efficient and the provision of the Performance is not speeded up, SE shall have the right to carry out measures speeding up the provision of the Performance itself, including withdrawal of the provision of any part of the Performance by the Contractor and assigning its provision to a third party, where the eligible costs in connection with this measure shall be borne by the Contractor. SE shall have the right to claim or set off these costs on the basis of a separate invoice delivered to the Contractor. For the avoidance of doubt it shall apply that SE shall be entitled to set-off against the Price or to request payment of all increased costs and expenses connected with the withdrawal of the provision of any part of the Performance and assigning it to a third party (e.g. the price difference between the withdrawn part of the Performance which was subsequently newly assigned, the damage incurred, other induced costs, any penalties etc.).

Any costs incurred by the Contractor as a result of failing to observe the date of execution of the Performance, or in connection with achieving their proper and timely fulfilment, shall be always borne by the Contractor. In such cases, the Price shall not be changed.

In cases where the Contractor properly completes the Performance or part of it, in compliance with the Contract and its annexes prior to the agreed date of Performance execution, SE shall be entitled but not obliged to take over the Performance or part of it also on the earlier date proposed by the Contractor.

Also in cases when the commencement or course executing the Performance is in delay for other reasons than for the reasons exclusively on the part of SE, individual dates of Performance execution must be properly observed or met without any right to any increase in the agreed Price.

In the cases when the commencement of Performance (or the course of Performance itself) is

in delay for reasons exclusively on the part of SE **for more than 5 working days**, the Contractor shall be entitled to postpone all the following terms of Performance by the same number of days as is the length of postponement of the start or of the course of Performance execution for reasons on the part of SE. Any sanctions applicable against the Contractor remain valid also when applying new postponed dates of Performance execution.

9.4 Performance Takeover

9.4.1 The acceptance of the performed or provided Performance shall be deemed as the Performance takeover, and this by confirming the following:

- (i) Performance provided, or
- (ii) the scope of the Performance provided during the invoicing period,

carried out by SE, in any form, provided that the confirmation makes it clear which Performance it concerns.

Depending on the nature of the Performance, a confirmation on the Performance provided may be considered for example a survey protocol, acceptance protocol, copies of service log records, servicing sheet, time sheet, email message, etc. (elsewhere also referred to as the "**confirmation of the Performance provided**").

9.4.2 If identification cards for entry (hereinafter referred to as "**Entry IDC**") issued by SE were assigned to the Contractor's personnel for the purposes of execution of the Performance on the premises of SE, the confirmation of the last Performance provided under the Contract shall contain the number of Entry IDC not returned by the Contractor's personnel. In such case, SE shall be entitled to claim from the Contractor **retention** in the amount corresponding to the multiple of the number of unreturned Entry IDC and the amount of the contractual penalty for failure to return an Entry IDC in the amount of **EUR 30**. SE shall apply the amount of retention calculated in such a way until return of the last Entry IDC. SE shall be obliged to release the retention within 30 calendar days following the return of the last Entry IDC.

X. SUBCONTRACTORS

10.1 "Subcontractor" means any person, or contract partner of the Contractor participating in the performance of the Contractor's obligations in respect of SE resulting from the Contract, other than the Contractor's employee. A self-employed worker is also considered to mean a Subcontractor.

10.2 The Contractor undertakes to ensure due performance of its obligations resulting from the Contract by adequate arrangement of obligations related to the Contractor's performance under the Contract, in the contracts concluded with its Subcontractors. The Contractor undertakes to allow SE at any moment to view such contracts.

10.3 SE exclusively reserves the right at its own discretion to refuse in writing the participation of the Subcontractor in the Performance at any time during the Contract execution without the Contractor's right to any compensation or reimbursement. In such case, the Contractor shall be obliged to immediately perform all the necessary acts in order to terminate the cooperation related to the Performance with the refused Subcontractor. SE can refuse Subcontractor's participation in particular, however, not exclusively, in the following cases:

- a) a failure to fulfil the requirements for technical and professional competence by the Subcontractor, or
- b) submission of a proposal of an entitled person to enforcement of an execution of the Subcontractor's assets, or
- c) publication of a resolution on the commencement of bankruptcy proceeding against the Subcontractor in the Commercial Journal, or
- d) publication of a resolution on the commencement of restructuring proceeding against the Subcontractor in the Commercial Journal, or
- e) the failure to perform the previous performances executed for SE, either as the contractor or Subcontractor, properly and in time.

10.4 The approved List of Subcontractors can be altered only on the basis of the previous written consent of SE in accordance with clause 4.2b) herein.

10.5 The Contractor undertakes:

- a) to apply for the written consent of SE in advance, in the following cases:
 - (i) additional occurrence of the need of Subcontractor's participation in the Performance,
 - (ii) participation of every other Subcontractor in the Performance,
- b) to prove the fulfilment of the requirements for technical and professional competence by the Subcontractor,
- c) to fully pay the Subcontractors for all the subcontract orders and to settle any additional costs related to such subcontracting relations; all the Performance parts performed in the form of subsupplies shall be exclusively at the expense and risk of the Contractor,
- d) to immediately eliminate the violation of any Subcontractor's duty through any suitable means and to bear the resulting consequences including, if suitable, the replacement of the Subcontractor that has violated its duties,
- e) to ensure that the Subcontractors also fulfil properly all the duties assumed by the Contractor in the Contract and its annexes and that the Subcontractor fulfils its obligations pursuant to the subcontract so that the Performance is supplied in compliance with the Contract's conditions and there is no threat to or violation of its duty to deliver the Performance properly and in time, and
- f) to reflect the conditions of the Contract in the subcontract so that the Performance is delivered in compliance with the conditions of the Contract (properly and in time) and it undertakes to agree in the subcontract upon the possibility of making accessible the subcontract and its related documents to SE so that such disclosure is not considered a violation of business secret of the Subcontractor or a violation of protection of confidential information.

10.6 The Contractor shall be fully responsible for proper, timely and complete performance of subsupplies by the Subcontractor as if it performed the subsupply itself, regardless of the fact whether the subsupply is executed by a Subcontractor selected by the Contractor or appointed by SE. If SE has any doubts if the Contractor fulfils its duties according to the subcontract properly and in time and if according to SE such activity endangers the quality and timely delivery of the Performance or part of it, SE shall have the right to request from the

Contractor evidence confirming that it fulfils its duties properly and in time (e.g. by submitting a statement of bank account of the Contractor confirming the timely settlement of Subcontractors' invoices), and the Contractor shall be obliged to submit such evidence without undue delay.

10.7 The Contractor shall be fully responsible for complying with all the health, safety and labour law regulations as well as those from the area of environment and for the obligations concerning the Subcontractors.

10.8 The fact that SE approves any subsupplies shall in no way limit the liability of the Contractor and in this connection it shall not mean the occurrence of any liability of SE as the subsupplies do not relieve the Contractor from any contractual obligations or liability. The Contractor shall remain fully responsible for any activity, defects or negligence of its Subcontractors and their representatives and personnel in the same way as the Contractor is responsible for its own or its employees' or personnel's activity, defects or negligence.

10.9 In the event that the Contractor breaches any of the duties specified in this Article X, SE can claim a contractual penalty from the Contractor pursuant to clause 15.5 herein.

XI. TRANSFER OF RIGHTS AND RECEIVABLES

11.1 The Contractor undertakes neither to assign or otherwise dispose or trade, either with or without consideration, the receivables resulting from the Contract, nor to establish pledge rights over the receivables resulting from the Contract without the previous written consent of SE. Otherwise such act is invalid. In case of breach of the above-mentioned, SE may claim from the Contractor a contractual penalty pursuant to clause 15.6 herein.

In the event of the assignment of receivables or transfer of liabilities under the Contract (in whole or in part) within the enterprise, a part of which is any of the Parties, or of the transfer to a legal successor or company established by a fusion or acquisition of such company, such assignment/transfer shall not require the consent of the other Party. The Contractor undertakes to inform SE about this fact without undue delay.

If in accordance with this clause, the Contractor establishes the pledge right over the receivables from SE under the Contract, the Contractor undertakes to inform SE without undue delay about any change or extinction of the pledge right established over the receivables from SE under the Contract.

11.2 The Contractor shall not be entitled to transfer its obligations resulting from the Contract without the previous written consent of SE. Otherwise, such transfer of obligations shall be invalid.

XII. CONTRACTOR'S DUTIES

12.1 The Contractor undertakes to provably familiarise the Subcontractors and its personnel taking part in the provision of the Performance in favour of SE with all the duties resulting from the GTCS and to ensure their observance by its employees, Subcontractors and Subcontractors' employees.

12.2 Based on the request of SE, the Contractor shall be obliged to provide SE with all information and data regarding the provision of the Performance under the Contract or to supplement them within an adequate time period. At SE's request the Contractor shall be required to present SE with the documents proving the nature of contractual relationship between the Contractor and its employees entering the premises of SE (e.g. a confirmation on their registration at the Social Insurance Agency).

12.3 The Contractor declares that:

a) the items supplied by the Contractor in connection with the

provision of the Performance are not encumbered and will not be encumbered at the time of Performance provision by any right of a third party, in particular, but not only, by a third party reservation of property, by any lien or pre-emption;

b) such items are not leased and will not be leased to any third party at the time of the provision of the Performance; and

c) there is no legal regulation or decision of a public authority which would in any way prevent the Contractor from disposal of such items.

12.4 During the Contract term, the Contractor shall be obliged to notify SE in writing **within 5 working days** of the receipt of the SE's request for :

a) information concerning the Contractor's ownership and management structure (e.g. information on its partners/shareholders (direct or indirect), beneficial owners, member of bodies and their close persons);

b) any changes regarding its:

(i) business name,

(ii) registered office or place of business,

(iii) scope of business,

(iv) statutory bodies including the way of their acting towards third persons,

(v) ownership and/or management structure, its beneficial owners pursuant to point (a) above;

c) entry into Contractor's liquidation,

d) commencement of execution procedure covering the Contractor's assets, and

e) commencement of a procedure pursuant to Act No. 7/2005 Coll. on bankruptcy and restructuring.

The Contractor shall also promptly notify SE when its employee who has been for the Performance purpose allowed to access the SE's premises has ceased to meet the access conditions, in particular the integrity conditions. This notification obligation shall apply accordingly to the subcontractors' employees and self-employed individuals.

In the event that the Contractor violates the duty pursuant to this clause, SE shall be entitled to claim from the Contractor a contractual penalty in accordance with clause 15.4 herein.

12.5 The Contractor declares that:

a) it disposes of all the authorisations required by the respective legal regulations and respective bodies for the fulfilment of the Contract conditions and for proper and timely Performance execution and the executed Performance is in compliance with the scope of its business,

b) it is able to execute the Performance properly and in time according to the conditions of the Contract and its annexes thereto; the Contractor also declares that the Performance will be carried out by professionally competent personnel meeting also the integrity as well as other conditions,

c) in the event that the Contract also contains the List of subcontractors, the Contractor undertakes to observe the duties specified in Article X; in the event that the Contractor violates the duties specified in Article X, SE shall be entitled to claim from the Contractor a contractual penalty in accordance with clause 15.5

herein,

- d) it is aware of the scope of the Performance as well as of other circumstances affecting the fulfilment of the Contract and Performance execution. In this connection, the Contractor confirms that it cannot refer to an error or to acting by mistake or to the fact that some deliveries are not specified in the Contract or its annexes unless the errors or mistakes are caused exclusively by SE by its wilful activity or if it did not draw attention to them prior to the signing of the Contract,
- e) it has checked properly and in detail all the documents, background data handed over to it by SE or representing annexes to the Contract and at the same time it undertakes to execute the Performance based on them; in this connection, the Contractor is obliged to check also any other things, documents, background data provided by SE for the purposes of Performance execution and the Contractor shall inform SE without undue delay (no later than within 7 days after the date of takeover) in writing in a registered letter about any discrepancy, ambiguity, error or incompleteness or imperfectness, which results or could result in defects, any deviation from the contractually specified standard or purpose of the Performance, or which could affect the Performance Price; otherwise, the Contractor's claims connected with the incompleteness or imperfectness of the background documents handed over to it by SE will cease to exist.
- f) it is not listed among the sanctioned entities or included in any other similar lists issued by (i) the European Union; (ii) the United States of America; (iii) the United Nations; (iv) the Slovak Republic; (v) the United Kingdom of Great Briain and Northern Ireland, (vi) the Kingdom of the Netherlands, (vii) the World Bank, (viii) the European Bank for Reconstruction and Development, (ix) the European Investment Bank, (x) the member states of the European Union (hereinafter jointly the "**Applicable Sanction Lists**").
- 12.6 In executing the subject matter of the Performance under the Contract, the Contractor undertakes to observe all the duties resulting from:
- a) generally binding legal regulations of the SR,
 - b) generally binding legal regulations governing the area of the labour law and illegal employment, OHS, FP and creation and protection of the environment, and
 - c) those parts of SE internal regulations, with which he has familiarised himself provably and which are applicable to:
 - (i) the activities performed by the Contractor for SE, and
 - (ii) the activity of the Contractor's personnel on the territory and the premises of SE on the basis of the Contract.
- 12.7 In the event that the Contract or its annexes do not contain certain facts concerning the Performance execution, the Contractor shall be obliged to notify the facts to SE in writing no later than prior to Contract signing. In the event that the Contractor fails to inform SE about the facts in writing, SE shall not be obliged to accept any comments after the conclusion of the Contract on the facts found later or not indicated and they shall be deemed to have been known by the Contractor prior to Contract conclusion.

- 12.8 In the event of any conflict between the Parties regarding the scope, contents or quality of the Performance, in the cases, which are not directly and/or indirectly solved by the Contract or its annexes, the written standpoint of SE shall be decisive until the adoption of a mutual agreement of the Parties or a decision of the respective body and the Contractor shall be obliged to respect the standpoint of SE and to comply with any conditions set out therein. The Party, whose standpoint in solving the conflict turns out to be incorrect shall bear the costs connected with the solving of this conflict.
- 12.9 If during the Performance execution any conflicts occur between SE and the Contractor, the Performance must not be suspended, interrupted or delayed or otherwise affected by the Contractor.
- 12.10 Any consent or approval of SE or of its authorised representative regarding the Performance, documents, documentation or work performed by the Contractor shall not relieve the Contractor from its liability for proper and timely execution of the Performance, as well as for the correctness of the submitted documents, documentation or background data.
- 12.11 In the event where the process of concluding the Contract is subject to the provisions of Act no. 343/2015 Coll. on public procurement and on the amendment of certain acts (hereinafter "**PPA**"), the Contractor declares that at the time of concluding the Contract it is entered in the Register of Public Sector Partners (hereinafter "**Register**") in accordance with Act no. 315/2016 Coll. on the Register of Public Sector Partners and on the amendment of certain acts (hereinafter "**PSPA**"), and throughout the life of the Contract it shall remain entered in such Register. The representation on the obligation to be entered in the Register under the previous sentence shall also apply to any Subcontractors.

XIII. LIABILITY FOR DAMAGE

- 13.1 The Contractor shall be responsible for losses SE incurs due to its failure to adhere to legal or contractual obligations or SE incurs due to its performance during the Contract fulfilment.
- 13.2 If during the Contract fulfilment damage is caused to SE due to the Contractor's activities, the Contractor undertakes to compensate for the damage caused to SE to a provable extent according to this Article, with the exception of the lost profit. The Contractor shall compensate the damage to SE **within 10 days** from the delivery of its statement to the Contractor.
- 13.3 The title to claim the contractual penalties according to the Contract or Article XV, shall not affect the title of SE to damage compensation in an amount exceeding the contractual penalty.
- 13.4 SE and the Contractor are not responsible for damage suffered as a result of circumstances excluding liability pursuant to Article XVII.

XIV. WARRANTY AND LIABILITY FOR DEFECTS

- 14.1 The Contractor declares and guarantees that the Performance will be delivered to the SE in compliance and to the extent, quality and under conditions as agreed in the Contract and annexes thereto. At the same time, the Contractor guarantees that the Performance will be free of legal defects.
- 14.2 Unless stated otherwise in the Contract, the Contractor undertakes that the Performance will retain its features pursuant to the Contract and shall be held liable for defects of Performance throughout the warranty period which shall be **24 months**.
- 14.3 The Performance has defects if it fails to correspond with the result specified in the Contract, with the purpose of its usage, or if the qualities expressly set out in the Contract or in the

generally binding legal regulations failed to be met.

- 14.4 The Contractor shall be held liable for defects of the Performance at the time of its handover and takeover by SE, regardless of when the defect was detected by SE, even if the defect becomes obvious (detected by SE) after this time, if SE notifies such defects to the Contractor not later than until expiry of the warranty period.
- 14.5 In the event that the Performance shows obvious defects at the takeover, SE shall be entitled to refuse to take over the Performance. If takeover of the Performance is refused, SE shall make a record where it shall state the defects. One counterpart of the record on the refusal to take over the Performance shall be provably handed over to the Contractor. The Contractor is obliged to remove the defects without undue delay, however at the latest **within 5 working days**, unless the Parties agree otherwise. After their removal, the Contractor shall be obliged to repeatedly call upon SE to take over the Performance pursuant to this clause. Should the Parties agree a period longer than 5 working days, the Contractor is obliged to start removing the defects within 2 working days from the drawing up of the record pursuant to this clause.
- 14.6 The Contractor is not responsible for defects of the Performance that resulted when SE supplied inappropriate or incomplete basic documents:
- if the Contractor could not find out their inappropriateness even when using professional care; except in the event of a breach of the declarations or obligations of the Contractor pursuant to the clause 12.5 herein; or
 - if the Supplier notified SE of inappropriateness in writing and SE insisted on their usage.

14.7 Claims for defects

If the Contractor provided a Performance with defect/defects, SE may:

- require the removal of the defect/defects by the delivery of missing Performance; or
- require the removal of defect/defects at the Contractor's expense in the form of repair in the case of reparable defects; or
- require an adequate discount from the Price of the Performance.

SE shall be entitled to choose from the claims referred to in this clause only if SE informs of such choice to the Contractor in the claim.

SE shall be entitled to refuse partial Performance, i.e. Performance which does not contain the agreed scope of the Performance.

All the cost connected with defects' removal shall be borne by the Contractor.

- 14.8 SE shall claim defects to the Contractor in written without undue delay from the time of their detection. SE shall define its requests and the choice between the claims mentioned in the clause 14.7 herein. SE may also enclose appropriate evidence with its claim. SE cannot change the applied claim without the Contractor's approval, except for the following cases:
- after lapse of a period of time set by SE or a period defined in the clause 14.9 herein, the Contractor fails to carry out significant part of the acts leading to the satisfaction of SE's claim, or
 - unreasonably extensive cooperation would be required from SE for the removal of the defects, or

- the removal of the defects would only be possible after lapse of an disproportionate period of time.

- 14.9 If not set otherwise by SE in the claim, the Contractor undertakes to start eliminating the defects without undue delay after filing of the claim by SE in writing, within 3 working days after exercising the claim at the latest. The Contractor is obliged to remove the claimed defects in the shortest possible period of time, however, at the latest **within 5 working days** after delivery of the claim to the Contractor, unless set otherwise by SE in the claim.
- 14.10 Should the Contractor fail to meet the duty of eliminating the defects of the Performance within the set period, SE may claim from the Contractor the contractual penalty pursuant to the clause 15.3 herein.
- 14.11 The Contractor is not entitled to refuse or anyhow postpone removal of claimed defect even if, in its opinion, the claim in question is not justified.
- 14.12 **Claims for failure to remove defects**

Should the Contractor fail to remove the defects within the deadline referred to in clause 14.9 herein or if the Contractor notifies SE in writing prior to the expiration of the deadline for their removal that it will not remove the defects, SE may:

- remove the defects themselves or have them removed by a third party without any influence on the Contractor's warranty, at the Contractor's expense,
- claim a reasonable discount on the Price for the Performance;
- withdraw from the Contract.

In such case, SE is obliged to inform the Contractor about its decision in writing and without undue delay.

14.13 Price discount

In case SE seeks a Price discount as a result of defective Performance, the Parties agree that the Price discount will be defined on the basis of their written agreement. If the Parties do not agree on an adequate Price discount **within 30 days** from the day of sending of a claim notice to the Contractor, the Price discount shall be calculated as a sum of:

- the difference between the value that the Performance should have without any defects and the value of the defective Performance at the time when the Performance should be provided, and
- costs to be spent by SE on activities necessary for the Performance to become free of any defects pursuant to the Contract.

The value of the Performance without defects and the value of the Performance with defects as well as the sum of costs spent by SE for elimination of the defects shall be specified by an expert opinion submitted by SE.

In case of the Price discount application by SE before issuance of an invoice for the Performance to which the Price discount relates, the Contractor shall decrease the invoiced Price by the amount of the discount. In the case of the Price discount application by SE after issuance of an invoice for the Performance, the Contractor shall issue an invoice for the correction of the VAT basis in compliance with valid legislation, unless the provision below applies. The Contractor shall be required to issue and deliver a corrected invoice at the latest within 15 days from the day when the Price discount was agreed. Provisions of clause 7.2 shall apply to the delivery of

the corrected invoice.

If the Contractor is a VAT payer in the SR and SE applies a Price Discount pursuant to this clause, the Contractor and SE agree, that in compliance with the provision of Section 25 (6) of the Act on VAT, the tax basis and tax payable shall not be adjusted.

14.14 Legal defects

14.14.1. The Performance shall be deemed to have legal defects if it is encumbered with a right of a third party or if the Contractor is obliged to create such third-party rights (e.g. with the right resulting from industrial and intellectual property, lien and the like). The Performance shall also be deemed to have legal defects in the case pursuant to Section 433 (2) of the Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as "**Commercial Code**"). The application of Section 434 of Commercial Code shall be excluded for the purposes of this Contract (hereinafter referred to as "**the Legal Defects**").

14.14.2. SE shall be obliged to notify the Contractor of the defects in writing after he has learned about the exercise of the third-party right.

14.14.3. If the Performance has any legal defect, SE shall be entitled to request from the Contractor to remove the legal defects without undue delay and at its own expense, not later than **within 30 days** after the delivery of SE's written notice on the Legal defect, unless set otherwise by SE in the notice.

14.14.4. If the Contractor fails to remove the legal defects of the Performance within the deadline pursuant to preceding clause, SE shall be entitled to:

- (i) request a discount on the Price; or
- (ii) withdraw from the Contract.

14.14.5. SE is obliged to make the choice of the entitlements according to preceding clause **within 30 days** after expiry of the deadline pursuant to clause 14.14.3 herein.

Until the time of removal of the Legal defects, SE shall not be obliged to pay that part of the Price which would correspond to the SE's right to a discount if the Legal Defects were not removed.

14.14.6. In the case of Legal defects of any component of the Performance, the Contractor shall be also obliged to defend SE, at its expense, against the claims of third parties resulting from the breach of their rights, and to pay all sums, in particular, the costs, damages and costs of legal representation, which will be adjudicated by a final court decision to a third party, or to which such a third party will be entitled, according to a third party settlement agreement approved by the Contractor, provided that SE notify the Contractor in written form of the Legal defects within the deadline pursuant to preceding clause and allow the Contractor to cooperate with SE in the defence and related negotiations on a settlement.

In such a case, the Contractor shall have the obligations referred to in this clause also in the case that third-party rights are breached due to the actions of SE or a third party authorized by SE, made according to the specifications or instructions communicated by the Contractor to SE in advance.

XV. CONTRACTUAL PENALTIES AND SANCTIONS

15.1 If the Contractor fails to commence executing the Performance according to this Contract or if it interrupts provision of the Performance, SE may claim from the Contractor the contractual penalty in the amount of **10 %** of the Price.

15.2 Should the Contractor fail to meet the deadline for the delivery of the Performance agreed in the Contract, SE may claim from the Contractor the contractual penalty in the amount of **0.5%** of the price for non-delivered Performance for every, even a started, day of delay. The above shall also apply in the case of non-delivery or delayed delivery of documents, that are necessary for the takeover or use of the Performance, or other documents, which the Contractor is obliged to hand over to SE under the Contract.

15.3 Should the Contractor fail to start removing the defects of Performance without undue delay or to continue with the proper removal of the defects or to meet the duty of removing the defects of the Performance or of Legal Defects pursuant to the clause 14.9 herein or another deadline agreed between SE and the Contractor, or set in the Takeover Protocol, SE may claim from the Contractor the contractual penalty in the amount of **0.5%** of the Price, and this for every individual defect of the Performance and for every, even a started, day of the delay related to its removal.

15.4 Should the Contractor fail to fulfil any obligation from those mentioned in the clause 12.4 herein, SE may claim from the Contractor the contractual penalty in the amount of **EUR 100** for every individual breach.

15.5 Should the Contractor fail to fulfil any obligations from those mentioned in the Article X herein, SE may claim from the Contractor the contractual penalty in the amount of **1%** of the Price for every individual breach.

15.6 Should the Contractor assign or establish the pledge right over the receivables resulting from the Contract contrary to the clause 11.1 herein, SE may claim from the Contractor a contractual penalty in the amount of **100%** of the financial volume of such assigned, pledged or sold receivable. For the purposes of this clause, the financial volume shall mean the total value of the principal receivables including the value of accessories to the receivables as of the date of the assignment or sale or other disposal of the receivable.

15.7 If information of a confidential nature (trade secret, confidential information of financial nature, sensitive information on critical infrastructure, etc.) is leaked on grounds for which the Contractor is liable or if the Contractor breaches any obligation from those mentioned in the Article XXI herein, SE may claim from the Contractor the contractual penalty in the amount of **EUR 20,000** for every individual breach.

15.8 In case of breach of the prohibition of bringing in and taking out prohibited items pursuant to clause 9.1.3 herein, SE may claim from the Contractor a contractual penalty in the amount of **EUR 1,700** per case. A worker for the Contractor who breaches the prohibition will be included in the database of undesirable persons with entry banned for the whole contract term, as a minimum for a period of **12 months** from such violation, and potentially for longer period, depending on the severity of breach.

15.9 In case of a breach of the obligation set under point 9.1.5, SE may enforce against the Contractor and/or the Contractor's personnel the following sanctions:

- a) If a breathalyser test result is in extent from 0.01 mg/l to 0.29 mg/l (0.30 – 0.60 per mille) – the controlled Contractor's worker shall be banned from entry into SE, he shall be expelled from SE's premises, escorted by SBS or an authorised worker of

SE and his Entry IDC shall be retained. The supplier's worker shall be prohibited from the side of SE from entering the SE's premises, though, for 12 months. In the event that during the course of the following 12 months the Contractor's controlled worker repeatedly breaches the prohibition on the use of alcohol (use of narcotic and/or psychotropic substances) he shall be banned from entry into the premises of SE for the period of 5 years.

- b) If a breathalyser test result is exceeding 0.29 mg/l (above 0.60 per mille) or in the event of **reasonable suspicion** that a person - the Contractor's worker is under the influence of narcotic and/or psychotropic substances, or in the case of finding a positive result for the use of narcotic and/or psychotropic substances based on an examination by SE or an examination at a respective health care institution, the Entry IDC of the controlled Contractor's worker shall be taken, he shall be banned from entry and he shall be expelled from SE's premises, escorted by SBS or an authorised worker of SE. The controlled Contractor's worker shall be banned from entry into the premises of SE for 5 years.
- c) In case of refusal to undergo a breathalyser test or examination for the use of narcotic and/or psychotropic substances – the Entry IDC of the controlled Contractor's worker shall be taken, the Contractor's worker shall be banned from entry to SE's premises for the period of 5 years and he shall be expelled from SE's premises, escorted by SBS or an authorised worker of SE.
- 15.10 For demonstrable breach of the OHS and FP legal regulations and rules by the Contractor, SE may claim the contractual penalty from the Contractor in the amount up to of **EUR 500** for each individual case.
- 15.11 For failure to report an extraordinary event, such as accident, fire, breakdown, etc., SE may claim the contractual penalty from the Contractor in the amount of **EUR 1,700** per each case.
- 15.12 In case of repeated breach of OHS and FP rules by the same person or in case of breach of the general prohibition of smoking or in case of breach of OHS and FP rules which is considered by SE for serious, SE are entitled to take out this person from the SE's premises and this person will be included in the database of undesirable persons with entry banned for the whole contract term, up to a maximum period of **12 months** from the breach or until the fulfilment of the requirement under the following clause.
- 15.13 For breach of the OHS and FP legal regulations and rules by a Contractor's personnel, SE may claim from the Contractor to ensure additional special OHS and FP trainings for the said personnel by qualified staff of SE; SE reserves the right to charge for such additional training directly from the Contractor's personnel.
- 15.14 Should the Contractor breach the OHS and FP legal regulations and rules, resulting in:
- (a) a registered occupational accident of the SE personnel, Contractor's personnel or third party personnel, SE may claim the contractual penalty from the Contractor in the amount of **1% of the Price**, however not less than **EUR 5,000** per each individual case,
- (b) an occupational accident of the SE personnel, Contractor's personnel or third party personnel, resulting in death or grievous bodily harm, SE may claim the contractual penalty

from the Contractor in the amount of **2% of the Price**, however not less than **EUR 30,000** per each individual case.

- 15.15 In the event that a penalty or any other type of sanction is imposed on SE by public authorities in connection with the Contractor's breach related to:
- a) notification obligations pursuant to clauses 8.1 or 8.2 herein,
- b) issuance of an invoice that does not meet the requirements under the relevant legislation applicable in the country of the Contractor's residence, or the if the invoice does not contain the requirements under the Contract,
- c) tax and/or customs obligations, or
- d) obligations related to OHS and FP,

which are set out in the Contract, SE shall be entitled to a contractual penalty and the Contractor shall be obliged to pay a contractual penalty in the amount of the imposed penalty and/or sanction, and that in its full extent.

If SE is obliged to pay a certain financial sum imposed by the state authorities in connection with the Contractor's breach of tax and/or customs obligations in line with the applicable legal regulations (e.g. additionally levied tax, non-recognizing of the entitlement to deduct VAT) in addition to the imposed sanction and/or penalty as stated in the previous sentence, this financial sum shall be also included into the contractual penalty agreed herein.

The Contractor hereby declares in line with Section 401 of the Commercial Code, that the limitation period for SE's right to contractual penalty as stipulated herein, shall not be statute barred earlier than 10 years after the day of the breach of the Contractor's obligation as set out herein, if no special arrangement for the start of the limitation period is defined in special legal regulations.

- 15.16 Any contractual penalties pursuant to the Contract will be applied in the form of a **penalty invoice** and are **due within 10 days following the day of issuing** a penalty invoice.
- 15.17 The Parties declare the amount of contractual penalties agreed under the Contract to be considered as adequate to the secured claims.
- 15.18 A claim for payment of the contractual penalty shall not relieve the Contractor of the obligation to provide the Performance or hand over the documents under the Contract.
- 15.19 If the amount of contractual penalties, which SE claimed from the Contractor pursuant to the Contract, exceeds the limit of 50% of the Price, SE is entitled to withdraw from the contract.

XVI. TERMINATION OF THE CONTRACT

- 16.1 SE and the Contractor have agreed that the Contract shall be terminated by:
- a) the delivery of the Performance and by fulfilment of the related contractual obligations of the Parties,
- b) expiration of the term for which the Contract is concluded,
- c) a written agreement of the Parties,
- d) a written notice of termination under clause 16.2 herein,
- e) a written withdrawal from the Contract pursuant to clause 16.3 herein.

16.2 Termination of the Contract by notice

Unless otherwise agreed in the Contract, SE shall have the right to terminate the Contract for the recurring Performance concluded for a fixed term, without giving reasons, by delivery of a written notice of termination to the Contractor.

Notice period is **one month** which shall start on the first day of the month following the delivery of the notice to the Contractor.

16.3 Withdrawal from the Contract

Either Party is entitled to immediately withdraw from the Contract in the following cases:

- a) pursuant to Section 345 (1) of Commercial Code, i.e. in case of material breach of the legal obligations or obligations laid down in the Contract by the other Party, where the Party should notify the other Party thereof immediately upon learning of such breach, or
- b) pursuant to Section 346 (1) Commercial Code, i.e. in case of minor breach of the Contract, should the other Party breach some of its legal or contractual obligations and fail to make good even within an adequate additional period, upon written notice,
- c) if the other Party acts in any way contrary to the principles of fair business, commits an unfair competition act, acts contrary to the laws protecting competition, or its conduct is detrimental to the reputation and legitimate interests of SE,

in which case termination shall be based on a unilateral written notice.

16.4 Withdrawal from the Contract due to the Contractor's default

A material breach of the Contract by the Contractor shall be considered mainly but not limited to:

- a) the Contractor's delay of due completion of the Performance, exceeding **30 days**,
- b) the Contractor's interruption or suspension of the Performance without the instruction or consent of SE, exceeding **5 days**,
- c) failure to observe the agreed deadline for the removal of a defect on the Performance, or delay with the removal of the defect found out during the execution of the Performance recorded in the claim or in other usual record the Contractor was familiarised with,
- d) if while providing the Performance for SE, the Contractor breached, circumvented or failed to comply with the provisions of those clauses of the Contract the breach of which is deemed a material breach of the Contract, applicable legal regulations or SE internal rules related to OHS, FP, the environmental protection, entries to SE's premises, prohibition of illegal employment or obligations towards SE resulting from the legal regulations valid in the territory of the Slovak Republic governing the area if illegal employment,
- e) if the Contractor is declared bankrupt, the Contractor is in liquidation, there was discontinued a bankruptcy proceeding against the Contractor due to lack of assets or cancelled bankruptcy due to lack of assets,
- f) if the Contractor, the Contractor's statutory body or a member of the Contractor's statutory body was lawfully sentenced for the criminal offence of

corruption, for the criminal offence of harming financial interests of the European union, for the criminal offence of money laundering, for the criminal offence of setting-up, organizing and supporting a criminal gang, for the criminal offence of setting-up, organizing and supporting a terroristic group, a criminal offence of terrorism, or some forms of involvement in terrorism or for a criminal offence concerning their professional conduct,

- g) if the Contractor has been deprived of the authorization to perform the subject matter of the Contract,
- h) breach of a trade secret or a confidential information non-disclosure obligation,
- i) if the Contractor breached any obligation from those mentioned in the Article X on Subcontractors or if the Contractor breached the subcontract and in the Customer's opinion, such breach endangers the quality and timely delivery of the Performance or a part thereof (e.g. the Contractor fails to pay the Subcontractor's invoices duly and on time),
- j) other breach of the obligations by the Contractor having impact on proper completion of the Performance,
- k) refusal by the Contractor to start executing the Performance,
- l) refusal by the Contractor to continue executing the Performance according to the instruction from SE to continue executing the Performance, the interruption of which was instructed by SE,
- m) if the Contractor assigned the right or established the pledge right over the receivables resulting from the Contract without previous written consent of the Client contrary to the clause 11.1 herein,
- n) if SE becomes subject to an obligation to guarantee the VAT on behalf of the Contractor pursuant to Section 69 (14) of the Act on VAT,
- o) if the Contractor is a tax debtor pursuant to Section 69 (14) and (15) of the Act on VAT,
- p) if the Contractor, with whom the Contract was concluded based on a tender, fails to submit SE a declaration that is obliged to submit pursuant to the tender conditions, or if the submitted declaration proves to be false, incomplete or distorted, or if a reason appears based on which he as a tenderer could have been excluded from the tender.
- q) If, in the case of a contract concluded on the basis of the public procurement act, the Contractor or any subcontractor at the time of concluding the contract was recorded in the Register, or if during the life of the contract it was deleted from the Register,
- r) the provision of incomplete or untrue information under point 12.4 a),
- s) if the contractor was included in the Applicable Sanction List
- t) failure to conclude an addendum to the contract pursuant to 4.3 of these GTCS.

The Contractor is obliged to inform SE without undue delay about occurrence of any of the aforementioned situations, which may be the reason for SE's withdrawal from the Contract.

In order to avoid any doubt, the Parties expressly agreed that SE are entitled to withdraw from the entire Contract even if the subject matter of the Contract contains several separate Performances and the breach of the Contract, irrelevant whether material or minor, only applies to any individual Performance.

In the event of a withdrawal from the Contract due to reasons on the Contractor's part, SE shall be entitled to require handover of the part of the Performance already executed by the Contractor. In such case, SE shall pay to the Contractor the proportion of the Price corresponding with the Performance executed.

For the avoidance of doubt, the parties state that withdrawal from the contract shall not prejudice (i) SE's claim for payment of a contractual penalty under this Contract that arose prior to withdrawal, (ii) an agreement of the Parties regarding dispute resolution, or (iii) SE's claim for compensation of damage arisen prior to withdrawal.

16.5 Withdrawal from the Contract due to the Contractor's default regarding non-compliance with the Occupational Health and Safety and FP Requirements

SE is entitled to withdraw from the Contract if the Contractor breaches any of the requirements concerning occupational health and safety of the Contractor's employees or persons involved in execution of the Performance, mainly:

- (i) if SE finds out that for execution of Performance the Contractor uses personnel or other persons, who do not comply with the requirements for the specific execution of works, as set out in the Contract or applicable legal regulations,
- (ii) if SE finds out that the Contractor has failed to observe the requirements set out in the Contract or applicable legal regulations related to OHS and FP,
- (iii) if SE finds out that the Contractor has breached any of the obligations set out herein related to OHS and FP.

16.6 Unless otherwise agreed in the Contract, withdrawal shall enter into effect on the day of the delivery of the notice of withdrawal to the other Party and shall not affect the confidentiality provision which shall remain valid and effective.

16.7 In the event of a withdrawal from the Contract, the Parties shall agree **within 15 days** upon the manner of settling the liabilities resulting from the terminated contractual relationship.

Unless agreed otherwise between the Parties, SE shall not return the Performances accepted and the Contract shall not be cancelled from the very beginning, in which case SE shall pay the Contractor only for the part taken over and invoiced and if such part of the Performance has not been taken over and invoiced yet, SE shall pay to the Contractor only the amount to which it is entitled with reference to the degree of completion of the Performance. The sum shall be determined on the basis of an agreement of the Parties. If the Parties do not agree within 15 days from delivery of SE's written notice of withdrawal from the Contract, the sum shall be determined by SE. In such case, SE will only pay the Contractor the amount due for the work, services, or performances carried out, handed over and invoiced before the termination of the Contract came into effect, except for the invoiced VAT in case the Contractor has been published in the List kept by the Financial Directorate of the Slovak Republic in compliance with the Section 69 (15) of the Act on VAT. SE shall be entitled to retain the VAT from the invoices issued until the Contractor proves the opposite, i.e. that it delivers a declaration from the Tax Office that it has no tax liabilities for the period when SE is the guarantor pursuant

to aforementioned provision of Act on VAT or it was deleted from the List maintained by the Finance Directorate of the SR.

16.8 The Contractor shall be obliged to return SE any documents or materials provided to the Contractor by SE in connection with the Contract, namely immediately after:

- a) the Contractor delivered the Performance to SE pursuant to the Contract;
- b) withdrawal from the Contract or termination of validity or effect of this Contract in any other way; or
- c) SE requests it.

XVII. LIABILITY PRECLUDING CIRCUMSTANCES / FORCE MAJEURE

17.1 Neither of the Parties shall be held liable for failure to perform its obligations arising from the Contract, except for the obligation of the Contractor to provide SE with information pursuant to the clauses 8.1, 8.4, 8.5, 8.6 and 12.4 herein if it is proven (whereas the conditions shall be fulfilled cumulatively) that such failure was caused by the circumstances precluding liability.

17.2 The Party, on the part of which a circumstance precluding liability due to force majeure occurred, is obliged to inform the other Party about such obstacle preventing it from duly fulfilment of obligation, without undue delay after having known about the obstacle, or could have known about it considering all circumstances.

17.3 The time of Performance shall be extended by the duration of liability precluding circumstances so as to be acceptable to the eligible Party. During this period, the eligible Party is not entitled to withdraw from the Contract.

17.4 Should the duration of liability precluding circumstances exceed **6 months**, either Party shall be entitled to unilaterally terminate the Contract by the withdrawal; such withdrawal is effective on the day of delivery of the notice on withdrawal to other Party.

XVIII. LABOUR LAW, OHS AND FP

Provisions of this article shall apply only in case the Contractor enters the SE's premises.

18.1 Contractor's obligations regarding OHS and FP

18.1.1. In all working areas of SE, smoking is generally forbidden. Smoking is allowed only in the marked areas (smoking areas) provided for this purpose. The Contractor agrees to comply with this regulation. The Contractor also undertakes to inform the personnel engaged in the execution of the Contract in the premises of SE about the prohibition of smoking during the execution of the Performance under the Contract.

18.1.2. For the entire duration of the Contract, the Contractor is obliged to:

- a) provide the services in full compliance with the Contract, as well as comply with all provisions of applicable law, regulations, and technical standards required by the relevant authorities, in force during the execution of the Contract; as well as all other regulations that could affect the Contract; the Contractor directly assumes all its obligations and costs;
- b) comply with all applicable laws and internal rules and instructions of SE to ensure occupational health and safety and fire protection;

- c) permit SE and/or third parties appointed by SE to carry out the checks provided for in the Contract and/or the applicable legislation to check the compliance of Contractor's duties pursuant to this Article.
- 18.1.3. The Contractor shall be held responsible for the safe condition of the utilized work equipment (e.g. electric appliances, measuring devices, still cameras, video cameras, etc.). The Contractor is obliged to operate and to keep such work equipment in such technical condition and to behave in the SE's premises so as to prevent losses and any breach of the SE's instructions and rules. In the event of finding deficiencies at the Contractor's work equipment, or unauthorised use thereof at SE's premises, SE shall be entitled to suspend operation thereof or to order removal thereof from their premises. Any delay in Performance shall not be deemed a delay caused by SE.
- 18.1.4. The Contractor's personnel is obliged to use only those entrances and exits, which are designated for them for this purpose, to remain within the workplace connected with execution of the contractual Performance.
- 18.1.5. The Contractor is responsible for professional and medical capability and sufficient training in OHS and FP of its personnel, including also self-employed workers and the personnel of subcontractors; is obliged to conduct and manage the Performance so as to prevent injury of the SE personnel, own personnel as well as third party personnel and to prevent damage to property and environment. The Contractor's personnel is prohibited to execute the Performance under the influence of alcohol or narcotics and psychotropic substances, to remain on SE's premises under the influence of alcohol or narcotics and psychotropic substances as well as to use alcohol or narcotics and psychotropic substances at the workplace.
- 18.1.6. The Contractor shall equip its personnel with necessary personal protective equipment (hereinafter referred to as "PPE") and ensure utilization thereof. In the case of entry into technological areas and building sites of SE, the Contractor is required to use at least the following PPE: (i) protective helmet with a fixing strap according to EN 397; (ii) safety goggles according to EN 166, EN 170; (iii) safety footwear according to STN EN ISO 20345, at least in version S3 or S1P; and (iv) working clothes (on external construction site equipped with reflex components, or also a reflex waistcoat), in technological areas this concerns clothing in antistatic design meeting the requirements of EN 1149-5. If it is necessary for the execution of the Contract to use also other prescribed PPE, the Contractor shall ensure the allocation and use of these PPE beyond the minimum requirements.
- 18.1.7. The Contractor is obliged to fulfil the obligations connected with occurrence of extraordinary events (accidents, fire, emergencies, near miss, first aid, etc.) in relation to the competent public authorities and to report to them, as well as to SE, the occurrence of all events immediately (within 30 minutes) for the purposes of objective investigation and the adoption of preventive measures. The Contractor is obliged to investigate these accidents, and provide the results of the investigation to SE, together with measures adopted on the side of the

Contractor, and this no later than 30 days from the accident occurring.

18.1.8. In the event of an accident, if the affected worker could not be tested for alcohol, the Contractor is obliged to carry out such test at the earliest opportunity (breath test, blood test for the purpose of ascertaining the presence of alcohol) A record of the test shall be immediately submitted to SE.

18.1.9. In case of fire and its subsequent extinguishing by the fire units using their fire extinguishers, if the fire started by the Contractor's fault, the Contractor undertakes to pay the costs connected with the extinguishing of the fire.

XIX. INSURANCE

19.1 Contractor's insurance contract shall be valid for the entire duration of the Contract, concluded in the scope and with the limit that sufficiently covers all damage that the Contractor may cause by its activity. In the case that the Contractor provides warranty on the Performance, the insurance contract shall be valid in the above range during the warranty period too.

XX. INDUSTRIAL AND INTELLECTUAL PROPERTY

20.1 The Parties take note that, under Section 558 et seq. Commercial Code, if the subject of Performance is a result of activity that is protected by law of industrial or intellectual property (hereinafter referred to as the "author's work"), SE are entitled to use it for the purposes resulting from the Contract in the manners necessary for the proper use of the Performance, in particular for the use according to Section 19 of Act No. 185/2015Coll. the Copyright Act as amended (hereinafter referred to as the "Copyright Act"), for the duration of property rights of the author under Section 32 of the Copyright Act. The remuneration for the use of author's work pursuant to this clause is included in the Price.

Purposes arising from the contract and under the preceding point, inter alia, shall be understood to mean also the following manner of using the copyright work: (i) processing of the copyright work for the purposes of future repairs, maintenance, reconstructions, changes or enhancements to SE assets, (ii) the provision of the copyright work for processing to SE contractual partners for the purpose of maintaining the value of SE assets, which includes not just maintenance, but also maintaining the functionality, as well as adding new functions and improvements

If a result of the performance of the contract is the supply of project documentation, studies, diagrams or other documentation (hereinafter referred to simply as "Documentation"), the Contractor hereby grants consent to the use of the respective Documentation, and this (i) for all manners of use of the copyright work that are known at the time of concluding the Contract (including processing or provision of the copyright work for processing to an SE contractual partner), (ii) for an unlimited territorial and substantive scope, (i ii) for the duration of property rights to the copyright work, and (iv) SE shall have the right to transfer the licence agreement to a number person or to grant a third party a sublicense the need for additional consent from the Contractor.

The parties have agreed that if the copyright work is to be used also in a manner other than that set out above, the contractor undertakes to promptly, within five days of a demand from the side of SE, conclude with SE a contract, the subject matter of which will be:

(i) free of charge assignment of the exercise of all copyright work ownership rights to SE; or in the case that it is not

possible to conclude such contract,

(ii) granting consent to SE for the exercise of ownership rights forming the copyright to the copyright work, and on the basis of which the Contractor shall grant to SE an **exclusive licence** in unlimited scope, and the provision of prior consent to SE for granting licences during the life of the copyright author's ownership rights pursuant to § 32 of the Copyright Act, on the basis of which SE will be able to use the copyright work, in particular, in the manner referred to in § 19(4) of the Copyright act

If, pursuant to § 87 of the Copyright act (a computer program), arises under the contract, the Contractor undertakes to assign to SE the exercise of ownership rights to such computer program. Where applicable, the contractor also undertakes that, concurrently with the handover of performance under the contract, it shall hand over to SE also the source code and respective documentation necessary for using them. The failure to hand over source codes or the handover of documentation that is incomplete or difficult to understand, shall be considered a defect of performance.

20.2 Remuneration for granting a licence under 20.1 is included in the Price.

20.3 The Parties agree and acknowledge that if the nature of a Contract is a contract for work and if an author's work is created under Section 87 of the Copyright Act (a computer program) then SE have the status of the client pursuant to Section 91(4) of the Copyright Act.

20.4 If during the execution of the Performance the Contractor creates the work meeting the definition of

- a) a patentable invention in compliance with respective provisions of the Act No. 435/2001 Coll. on Patents and Supplementary Protection Certificates as amended and requests for awarding a patent for the work, or
- b) a technical solution protected by an utility model in compliance with respective provisions of the Act No. 517/2007 Coll. on Utility Models as amended and requests for protection of the work by an utility model, or
- c) design in compliance with respective provisions of the Act No. 444/2002 Coll. on Design as amended and requests for registration of the work as design, or
- d) other subject matter of industrial property

(hereinafter jointly referred to as "**Subject Matter of Industrial Property**"),

the Contractor as the provider undertakes to conclude a licence agreement with SE as the licensee without undue delay but no later than **within 15 days** from acquisition of the right to the Subject Matter of Industrial Property in compliance with Section 508 et seq. of the Commercial Code, the subject of which is the granting of consent to use the work protected as the Subject Matter of Industrial Property (hereinafter referred to as "**Licence**"). The Contractor undertakes to grant an exclusive and territorially unlimited Licence to SE for its performance in the extent of the entire activity of SE, for the duration of validity of the right to the Subject matter of Industrial Property. The remuneration for granting the Licence according to this clause is included in the Price.

20.5 The Contractor undertakes to settle all legal relations with third parties that created or supplied the Performance content, namely by concluding relevant copyright and other contracts so that such parties cannot make any claims resulting from the

moral, copyright, industrial rights, rights related to the copyright or other similar rights related to the due performance of the Contractor's obligations to SE resulting from the Contract. In the event of the cancellation of a Contractor without a legal successor, the Contractor shall, before its cancellation, provide SE with source data related to the created work or to Subject matter of Industrial Property.

XXI. CONFIDENTIALITY OF INFORMATION

21.1 The Contractor undertakes to treat any data, information or documents received in relation to the selection procedure, conclusion and/or performance of the Contract as information being confidential in nature (while information of confidential nature include a business secret, confidential information of financial nature and sensitive information about crucial infrastructure, etc.), which cannot be disclosed to third parties or used contrary to the purpose thereof for its needs without SE's prior written consent. The Contractor undertakes also to keep secret information of a confidential nature even after the expiry of the Contract. The limitations stated in this clause shall not apply to the disclosure of confidential information to dependent persons of SE according to the Act on income tax, i.e. to persons close economically, personally or otherwise connected with SE (hereinafter referred to as "**SE's interrelated company**") and the Party's consultants (e.g. auditors, attorneys) provided that SE's interrelated company and the aforesaid consultants are bound by a non-disclosure duty of at least the same extent as set forth in this clause. The Parties shall also note that providing confidential information upon the request of a public authority or another governmental body, and the case of imposing such provision of confidential information by a generally binding legal regulation shall not be considered a breach of the provisions of this clause.

Information handed over on the basis of and in connection with the Contract shall be subject to the terms and conditions of the Contract for the period of **5 years** from the Contract validity expiry day. If required so by either Party, they undertake to immediately enter into negotiations regarding the extension of the duty of the Parties to maintain confidentiality of the information of a confidential nature handed over on the basis of the Contract; if they agree on the up-to-datedness of the content of the information of a confidential nature approved by both Parties, they undertake to enter into an amendment which will extend the duty of the Parties to maintain confidentiality of the information of a confidential nature handed over on the basis of the Contract beyond the expiry of the agreed period.

In the event of leakage of information of a confidential nature or trade secret for reasons for which the Contractor is liable or if the Contractor breaches obligation of this clause, SE may claim from the Contractor the contractual penalty pursuant to clause 15.7 herein.

21.2 Unless otherwise agreed in the Contract, the Contractor shall not be entitled to present SE as its trading partner or use SE trade name or logo in promoting itself or its activity or in statements for the media in any form whatsoever without prior written consent. If the Contractor breaches the obligation laid down in this clause, SE may claim from the Contractor the contractual penalty pursuant to clause 15.7 herein.

XXII. PERSONAL DATA PROTECTION

22.1 The Contractor undertakes to maintain confidentiality on personal data that the Contractor comes into contact with during the Performance according to the Contract, and to ensure the protection of the confidentiality and integrity in accordance with the requirements of the law. The confidentiality obligation under the previous sentence shall continue to apply also following the termination of the Contract.

- 22.2 The Contractor is required to bind to maintaining personal data confidentiality any and all individuals who come into contact with personal data at the Contractor's premises. The confidentiality obligation under the previous sentence shall continue to exist following the termination of the employment relationship or similar relationship of such individual..
- 22.3 Where the Contractor is to process personal data on behalf of SE, the Contractor shall be required, prior to the start of processing the personal data on behalf of SE and/or at the latest promptly following a demand by SE, to conclude a separate data processing contract with SE under § 8 (1) of Act no. 122/2013 Coll. on the protection of personal data and an on the amendment of certain acts (the processor contract).

XXIII. VENDOR RATING

- 23.1 The rules relating to the evaluation of Contractors are published at <http://www.seas.sk/procurement> .

XXIV. LIST OF SE SUPPLIERS

- 24.1 The Contractor takes note that upon the Contract signing it will be included in the internal list of SE suppliers (hereinafter referred to as the "**List of SE Suppliers**").
- 24.2 The Contractor may be suspended from the List of SE Suppliers or excluded from the List of SE Suppliers and included in the list of excluded SE suppliers (hereinafter referred to as "**List of SE Excluded Suppliers**").
- 24.3 The rules relating to the suspension and exclusion of the Contractor from the List of SE Suppliers and its inclusion in the List of SE Excluded Suppliers are published at <http://www.seas.sk/procurement> .

XXV. RULES OF ETHICAL CONDUCT

- 25.1 The Contractor is aware of the fact that the business activities and internal activities of SE follow and are subject to principles

stipulated in the SE, a.s. Code of Ethics and in the Zero Tolerance of Corruption Plan, wording of which is published at web site <http://www.seas.sk/company> (hereinafter referred to as the "**Principles**"). The Contractor shall apply equivalent principles in conducting its business activities and in the management of its relationships with third parties.

XXVI. APPLICABLE LEGAL REGULATIONS

- 26.1 The Contract and relations resulting from the Contract or related to the Contract were concluded in compliance with the provisions of the Commercial Code and other generally binding legal regulations applicable in the Slovak Republic with exclusion of application of the UN Convention on International Purchase of Goods. Unless otherwise provided for by the Contract, the mutual relationships of the Parties arising from the Contract and not explicitly regulated therein shall be governed by the relevant provisions of the Commercial Code and by other generally binding legal regulations of the Slovak law.

XXVII. DISPUTES

- 27.1 The Contractor hereby declares that, as of the date of entering the Contract, it is not a party to any litigation or arbitration proceedings against SE.
- 27.2 All disputes arising from the Contract shall be submitted to the decision of the competent court in accordance with the provisions of the Act No. 160/2015 Coll. Civil Litigation Procedure Code as amended.