

ANNEX 1- PART A**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES****CONTENT:**

ANNEX 1	1
1. GENERAL PROVISIONS	1
2. DEFINITIONS, INTERPRETATIONS AND DOCUMENT PREREQUISITES	2
3. ORDER	8
4. DELIVERABLES	8
5. TIME AND PLACE OF PERFORMANCE.....	8
6. PRICE AND PAYMENT TERMS.....	8
7. RIGHTS AND OBLIGATIONS OF PARTIES, COOPERATION OF CUSTOMER	9
8. REQUEST FOR CHANGES – PROCEEDINGS	11
9. WARRANTY AND WARRANTY PERIOD	11
10. DEFECTS, RESPONSE TIME AND REPAIR TIME.....	12
11. MATERIAL PROVIDED TO PARTNER AND MATERIAL RECOMMENDED TO CUSTOMER	13
12. LIABILITY FOR DAMAGE AND SELECTED CONTRACTUAL PENALTY	15
13. PROPERTY RIGHT, COPYRIGHT, INDUSTRIAL AND OTHER INTELLECTUAL PROPERTY RIGHTS, SOURCE CODE	15
14. BINDING REPRESENTATIONS OF PARTIES	19
15. EVENT OF DEFAULT.....	20
16. EVENT OF PREMATURE TERMINATION	21
17. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY.....	21
18. CUSTOMER'S DATA.....	22
19. OFF-SETTING.....	23
20. WAIVER.....	23
21. SEVERABILITY OF PROVISIONS	23
22. ACCEPTANCE OF THE WORK AS A CONTRACTED PERFORMANCE	23
23. SUBSUPPLIER AND PARTNER PERSONNEL	24
24. AGREEMENT AND MODIFICATIONS	25
25. CHANGE TO THE CONTRACTING PARTIES.....	25
26. DISCHARGE OF AGREEMENT.....	25
27. COMMUNICATION AND ELECTRONIC COMMUNICATION	26
28. AGREEMENT IN FAVOR OF THE PERSONS BELONGING TO THE CUSTOMER'S GROUP	26
29. FORCE MAJEURE.....	27
30. INTENTIONALLY RELEASED.....	28
31. INTENTIONALLY RELEASED.....	28
32. GOVERNING LAW AND COMPETENT COURT	28
33. LANGUAGE AND EXECUTION	28
34. EFFECTIVE DATE	28
35. CLOSING PROVISIONS	28

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions for supply of goods and services (GTC) govern commercial legal relations of the Parties in the area of supplier-customer relations of the Parties related to supply/provision of Goods/Services to the Customer by the Partner in compliance with current legislation.
- 1.2. GTC are issued in compliance with the Commercial Code, sec. 273 and are binding for the Parties.
- 1.3. All annexes of the Agreement (including the GTC as an annex and integral part of the Agreement) form its integral part. If any expressed contradiction between the provisions/wording of the articles of the Agreement and the provisions/wording of the annexes of the Agreement (including the GTC forming an annex and integral part of the Agreement) occurs the provisions/ wording of the articles of the Agreement shall prevail. In the event of any contradiction between any of the provisions/wording of the annexes (including GTC) of the Agreement the annex with higher serial number shall prevail over the annex with lower serial number. Sub-annexes may be part of individual annex (e.g. Annex 3/A, Annex 3/B, etc.).

2. DEFINITIONS, INTERPRETATIONS AND DOCUMENT PREREQUISITES

2.1. Unless the Parties in the Agreement expressly agreed otherwise the following capitalized terms/word expressions specified in the GTC, the Agreement and the Order will carry the following meanings in the GTC, the Agreement and the Order:

- (a) **Acceptance Protocol** – means a written document by which the Liaison Persons of the Parties shall forthwith confirm due, timely, faultless and full supply/provision of Goods/Services by the Partner to the Customer in compliance with, in scope of, quality, and method and under other conditions specified in the GTC and the Agreement. If the supplied/provided Goods/Services report Defects not impeding the acceptance as defined in GTC and/or the Agreement, the Customer may in accordance with its own consideration confirm the Acceptance Protocol under the condition that such Defects will be defined in the Acceptance Protocol and in that case Partner shall without undue delay remove such Defects after confirming the Acceptance Protocol by the Customer, unless the Parties agreed on other removal terms. If the Acceptance Protocol is not issued due to the character of subject of the Agreement or pursuant to the Agreement the Handover Protocol is deemed to represent the Acceptance Protocol.
- (b) **Original Work of Authorship** – means a literary, artistic, scientific and/or other work that is the product of own creative mental activity of the author primarily, but not exclusively Software, programming tool, system analysis, functional specification, test case, test plan, Documentation or other work resulting from own creative mental activity of the author.
- (c) **Customer** - Party indicated as Customer in Agreement.
- (d) **Price** – means a financial amount agreed in the Agreement by the Parties as total financial settlement that the Customer shall pay to the Partner for supply/provision of Goods/Services to the Customer by the Partner pursuant to and in compliance with the Agreement.
- (e) **Man-day** – means 8 (eight) man-hours spent by 1 (one) employee of the Partner or Subsupplier related to the provision of the respective performance of the deliverables under the Agreement to the Customer.
- (f) **Man-hour** – means 60 (sixty) minutes spent by 1 (one) employee of the Partner or Subsupplier related to the provision of the respective performance of the deliverables under the Agreement to the Customer.
- (g) **Repair Time** – means time within which the Partner shall (i) remove the Defect if the Customer notifies the Partner about any Defect within Warranty period or other agreed period; (ii) provide the Customer Support and/or Maintenance if provision of Support and/or Maintenance is agreed by the Parties in the Agreement.
- (h) **Good Industry Practice** - means demonstration of the degree of skill, care, diligence, prudence and foresight customary for the supply/provision of Goods/Service.
- (i) **Documentation** – means a set of deeds and other documents required for due, faultless and full use of Goods/Services issued in written and/or electronic form in Slovak and/or English language including primarily, but not exclusively instructions for use, user manual, technical / user / system / administrator / operator / security documentation.
- (j) **Confidential Information** – means each and any information, data, supporting documents, knowledge, documents or any other information regardless the form of its recording:
 - (i) related to the Agreement and its subject (primarily the Agreement, information on rights and duties of the Parties as well as information about the Price);
 - (ii) related to the Party (primarily information about its activity, structure, economic performance, all agreements, financial, statistics and accounting information, information about its equity, assets and liabilities, receivables and payables, information about hardware and software, information regarding Customer's security and security measures, know-how, evaluation studies and reports, business strategies and plans, internal legislation and procedures, any analyses, any information related to objects protected by industrial or other type of copyright and all the other information about the Party);
 - (iii) related to the Customer's clients (primarily bank secret, personal information);
 - (iv) for which special information handling regime is set by general obligatory legislation of the Slovak Republic (primarily business secret, bank secret, tax secret, telecommunication secret, personal information, confidential information);
 - (v) that were provided to the Party/obtained by the Party before the Agreement enters into full force and relates to its subject and/or contents (primarily request for price offer, price offer);
 - (vi) Customer's Data

- (vii) that are expressly identified by the Party as „confidential“, „proprietary“, VÚB Sensitive, VUB, VÚB Sensitive-restricted or using any other similar identification.

For avoidance of any doubt, information regarding object code, know-how or other Object of Intellectual Property developed by Customer or Partner or Partner Personnel upon the Agreement or in connection with the Agreement shall also be deemed Confidential Information.

- (k) **VAT** – means value added tax as it is defined and governed by general obligatory legislation of the Slovak Republic.
- (l) **Invoice** – means a written document including prerequisites set and required by general obligatory legislation of the Slovak Republic issued pursuant to and in compliance with the Agreement based on which the Party shall pay the other Party financial amount specified in the Invoice.
- (m) **Hardware** – means a set of technical devices – equipment forming solid, tangible parts of the computer. The integral part of Hardware is also supporting material required for its use and Documentation. Hardware includes primarily, but not exclusively a server, plotter, hard drive, monitor, printer, scanner, photocopier.
- (n) **Message about Defect/Any Other Requirement** – means a written document issued by the Customer and sent to the Partner’s Contact Information or personally handed over to the Partner that includes Customer’s Message about Defect or any other Customer’s requirement to the Partner regardless the form of this document.
- (o) **Identification Information** – means a business name, legal form, registered seat or business seat of the Party, identification of public register where the Party is registered in order to confirm its legal form or authorization to perform its business activity and record number, identification number, if allocated, tax registration number, VAT registration number, if allocated, name, surname and position representing the Party, current account number and name of the bank/branch of the foreign bank where the Party’s current account is maintained.
- (p) **Client** – in case Všeobecná úverová banka, a.s. is indicated as the Customer in the Agreement, Client means a private or legal entity that (i) is a contractual party (primarily, but not exclusively the account holder, authorized person or occasional client) within liability relations between the Customer and the Client regarding banking activities performed by the Customer for the Client; or (ii) is negotiating the agreement with the Customer aimed at banking or other activities performed by the Customer for the Client; if other person than Všeobecná úverová banka, a.s. is indicated as Customer, Client means private or legal entity, that (i) is party within liability relations between Customer and Client (primarily consumer); or (ii) is negotiating the agreement with the Customer.
- (q) **Liaison Person** – means an employee of the Party assigned in the Agreement authorized to represent the Party (primarily to sign the Acceptance Protocol) and contact the other Party regarding contract, commercial and technical matters related to performance of the deliverables under the Agreement as well as to any other matters related to performance of the deliverables under the Agreement.
- (r) **Contact Information** – means information about Parties to which any notifications, applications, requirements, proposals, consents/dissents, approvals/refusals, notices or any other communication projected, required or approved by the Agreement is noticed and/or delivered.
- (s) **Material Recommended to Customer** – means any material (in particular documents, specifications, templates, analyses, Hardware or Software), services a licences
- (i) which the Customer procures or otherwise acquires itself from a third party because they were recommended to the Customer by Partner to use them together with any Deliverable, or because such material or service will be appropriate for performance of deliverables under the Agreement, or
- (ii) which the Partner mediates from the third party for the Customer (and which the Customer subsequently procures from a third party) to use them together with any Deliverable.

and Material Recommended to Customer shall be expressly stated in the Agreement or eventually in Annex defining Deliverables (usually in the Annex 3).

For avoidance of any doubt, Material Recommended to Customer shall not be deemed Deliverables.

- (t) **Material Provided to Partner** – means any material (in particular documents, specifications, templates, procedures, analyses, Hardware or Software) or cooperation provided by the Customer to Partner for the purpose of performing deliverables under the Agreement by the Partner. For avoidance of any doubt, any Material Provided to Partner shall not be concurrently deemed Material Recommended to Customer..

- (u) **Customer's Points of Sale** – means premises of the Headquarters, retail branches, eventually light retail branches, corporate branches and any other branches of the Customer or other office premises regularly specified for entering into legal relationships between the Customer and the Client.
- (v) **Order** – means a written document issued by the Customer based on the written offer of the Partner or on the Agreement and sent to the Partner by post, via electronic mail (e-mail), fax, publicly accessed electronic communication network Internet or handed over to the Partner based on which the Partner shall supply/provide Goods/Service to the Customer specified in the Order in compliance with, in scope of, quality, and method and under other conditions specified in the Partner's written offer or agreed by the Parties in the Agreement or otherwise agreed by the Parties.
- (w) **Controlling Person** – means a person holding a majority of voting rights in the Party as it holds the stake in the Party or shares of the Party to which the majority of voting rights is related to or because based on the agreement with other authorised persons it can perform the majority of voting rights regardless the validity or invalidity of such agreement. Except person described in the previous sentence hereof, business company Intesa Sanpaolo S.p.A with registered office in Turin, Italy shall also be deemed Customer's Controlling Person.
- (x) **Controlled Person** – means a person in which the Party holds a majority of voting rights in the Party as it holds the stake in the Party or shares of the Party to which the majority of voting rights is related to or because based on the agreement with other authorised persons it can perform the majority of voting rights regardless the validity or invalidity of such agreement.
- (y) **Partner** – means a physical or legal entity - Party.
- (z) **Inflation Percentage** – means a total amount of consumer price growth in the Slovak Republic defined in percentage points compared to the same period of the last calendar year as the respective indicator of the economic development of the Slovak Republic published by the Statistical Office of the Slovak Republic for the calendar year preceding the calendar year in which the Inflation Percentage is ascertained.
- (aa) **Partner Personnel** - has the meaning as specified in Item 23.1 GTC.
- (bb) **Business Continuity and Contingency Plan** - means the business continuity and disaster recovery plan implemented in accordance with Article 30 GTC.
- (cc) **Support** – means an activity including primarily, but not exclusively provision of support, counselling, assistance, advise, or other required specialized services including provision of stand-by maintenance related to (i) use of subject of Support, primarily if suspicion for a Defect is raised; (ii) determination and investigation of reasons that caused suspicion for Defect; (iii) use of any and all features, functions and options of subject of Support; (iv) solving of any (including repeated, exceptional and/or problematically defined) problems related to the subject of Support; (v) installation, implementation, customisation of new versions of the subject of Support; (vi) designing new alternative solution for removal of Defect if such solution is fairly possible under reasonable conditions; and (vii) preparation of Message about Defect/Any Other Requirement; whereas such activity is provided based on the Message about Defect/Any Other Requirement unless otherwise specified in the Agreement. Partner shall provide Support primarily, but not exclusively via telephone, fax, electronic mail (e-mail), public accessible electronic communication network Internet and/or personally (on-site) directly in place of usage of Goods/Service.
- (dd) **Material Adverse Impact** – means material adverse impact on (i) business, commercial and/or financial situation of the Party; (ii) Party's capability to perform liabilities and duties pursuant to the Agreement; or (iii) validity of the Agreement and enforceability rights and obligations of the Agreement.
- (ee) **Change Request** – means a written document including primarily, but not exclusively proposal for change/s to the scope of the Deliverables agreed by the Parties or to specifications of the Deliverables and/or Solution/System agreed by the Parties that should be prepared and delivered pursuant to the Agreement or proposal for changes within the agreed time of performing the Deliverables under the Agreement or proposal for any other changes to the Deliverables. Change request includes primarily, but not exclusively accurate and detailed description of the proposal for the respective change, supporting material further specifying rationale of the respective change, potential change of Price and terms of performance of the Agreement and further essential information and data. Change Request may design different alternatives of implementation of the respective change.
- (ff) **Working Day** – means every day except Saturdays, Sundays and red-letter days in the Slovak Republic.
- (gg) **Working Hours** – means time between 8.00 am and 6.00 pm during Working Days.
- (hh) **Working Hour** – means each, also already started 60 (sixty) minutes during Working Hours.
- (ii) **Intellectual Property Rights** – means all copyrights, patents rights, know-how, database rights, rights in trademarks, designs, inventions, improvements (whether registered or unregistered), applications for

registration and the right to apply for registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

- (jj) **Object of Intellectual Property** – means objects of Intellectual Property Rights, primarily Original Work of Authorship, technical solution, protected utility pattern, registered design, registered trademark, invention, improvement, know-how, database.
- (kk) **Deliverables or Goods/Service** – means especially:
- (i) tangible assets (goods) or intangible assets; and/or
 - (ii) services; and/or
 - (iii) work (primarily manufacturing, mounting, service, maintenance and/or performing agreed repair/modification of the particular asset or materially recorded result of another activity); and/or
 - (iv) Object of Intellectual Property; and/or
 - (v) object expressing Object of Intellectual Property (mainly compact disk (CD), installation medium); and/or
 - (vi) storing or keeping particular object; and/or
 - (vii) organizing of particular business matter; and/or
 - (viii) mediation of an agreement conclusion with the third party; and/or
 - (ix) transportation/procuring transportation of freight or particular object; and/or
 - (x) provision of Maintenance and Support;
- which shall be delivered, provided, executed, developed, created or procured/mediated by the Partner for the Customer under the Agreement. Documentation shall form inseparable part of Goods/Services.
- (ll) **Handover Protocol** – means a written document by which the Liaison Persons of the Parties shall forthwith confirm supply/provision of Goods/Service to the Customer by the Partner without the Customer's investigating features or quality of the Goods/Service. For avoidance of any doubt the confirmation of the Handover Protocol by the Customer shall not mean acceptance of the Goods/Service, but exclusively the confirmation of the fact that the some goods/services were supplied/provided to the Customer.
- (mm) **Event of Compensation** - means whatever loss, compensation, costs, expenses or other reimbursements covered or paid by the Customer or by person belonging to the Customer's Group in connection with third party's claims regarding Intellectual Property Rights to the Goods/Services or Material Recommended to Customer, as well as any other costs covered or paid by the Customer or person belonging to the Customer's Group in connection with the Art. 13. GTC.
- (nn) **Event of Default** – means any of the facts so defined in Art. 15 GTC or any other fact that due to laps of time or due to application of law can become any of the facts defined in Art. 15 GTC.
- (oo) **Event of Premature Termination** – means any of the facts defined in Art. 16 GTC, or any other fact that due to laps of time or due to application of law can become any of the facts defined in Art. 16 GTC.
- (pp) **Force Majeure Event** – means any event so defined in Art. 29 GTC.
- (qq) **Standard Software or Pre-existing Object of Intellectual Property** - Partner's and/or Subsupplier's and/or third party Object of Intellectual Property (mainly **standard Partner's Software, standard third party Software, Commercial-Off-The-Shelf Software**), (i) which has been available before this Agreement came into force and at the same time (ii) to which the Partner, Subsupplier and/or third party exercises all property copyrights and as well as (iii) under condition, that Partner or Subsupplier provably informs the Customer about this facts (under (i) and (ii)) before actual delivery and/or permission for use of such object (mainly in the proposal) and such Software shall be expressly indicated in Annex defining Deliverables (usually in Annex 3) as Standard Software or Pre-existing Object of Intellectual Property.
- (rr) **Response Time** – means time period within which the Partner shall confirm the Customer to its Contact Information (or to other person appointed by the Customer) receiving Message about Defect/Any Other Requirement; and shall (i) commence removing the Defect if any Defect was reported to the Partner by the Customer during the Warranty Period or differently defined period; (ii) commence providing **Support and/or Maintenance** to the Customer, if provision of Support and/or Maintenance is agreed by the Parties pursuant to the Agreement.
- (ss) **Solution/System** – a package of business and technical functionalities of Deliverables required by the Customer (if such requirement doesn't exist, then standard functionalities), in combination with eventual

Material Recommended to the Customer and Material provided to the Partner, so that these shall be compatible with each other and shall form a functioning complex.

- (tt) **Maintenance** – means an activity including primarily, but not exclusively (i) removal of Defect; (ii) exchange of malfunction or improper function of the subject of Maintenance for a new identical subject of Maintenance of the same or at least similar qualitative and technical parameters (iii) repair of the subject of Maintenance (primarily, by putting the malfunction or improper function of the subject of Maintenance into working and proper condition by repairing the damaged part of the subject of Maintenance); (iv) provision of Workaround; (v) examination and analysis of error statistics of the subject of Maintenance if any Defect suspicion is raised; (vi) setting the optimal software configuration of the subject of Maintenance; (vii) settlement of problems related to software and/or hardware compatibility of the components of the subject of Maintenance; and (viii) settlement and removal of any other defects, errors, problems, deficiencies and failures of the subject of Maintenance Service etc.; whereas such activity is provided pursuant to the Message about Defect/Any Other Requirement unless otherwise specified in the Agreement.
- (uu) **Customer's Group** – means a group of persons (including the Controlling Person of the business company Všeobecná úverová banka, a.s. and business company Intesa Sanpaolo S.p.A., with registered office in Turin, Italy) in which the Controlling Person of the business company Všeobecná úverová banka, a.s. or business company Intesa Sanpaolo S.p.A., with registered office in Turin, Italy holds the majority of voting rights as holds the stake in these persons or shares of these persons to which the majority of voting rights is related or because based on the agreement with other authorised persons it can perform the majority of voting rights regardless the validity or invalidity of such agreement. The Group means Intesa Sanpaolo Banking Group as of the day of the Agreement entry into force and effect.
- (vv) **Software** – means a set of instruction commands and instructions used directly or indirectly in the computer. Supporting material necessary for Software preparation and use and Documentation form an integral part of Software. Software includes primarily, but not exclusively computer program, operation software, application software, software module.
- (ww) **Subsupplier** – means a private or legal entity different from the Partner authorized by the Partner in compliance with the GTC and the Agreement to supply/provide the Goods/Service to the Customer or to produce the Goods/Service for the Customer. Unless otherwise agreed, Subsupplier shall not be deemed third person.
- (xx) **Customer's Data** – means all data, information, text, drawings, electronic images or other materials which are embodied in any electronic or tangible medium, and which are supplied by the Customer or it's empowered person to the Partner or which the Partner generates, creates, collects, processes, stores and/or transmits in connection with the supplying/provision of the Goods/Service, mainly information about Customer's Clients, Customer's employees, Customer's know-how, Customer's business secret, Customer's source code, Customer's manuals and internal regulations.
- (yy) **Defect** – means any defect, error, error state, fault, deficiency, trouble or any other problem related to Goods/Service (part of Goods/Service, eventually subject of Maintenance/Support) (i) impeding due, faultless or secure use (including legal defects of Goods/Service (parts of Goods/Service, eventually subject of Maintenance/Support)) or (ii) causing its partial or total malfunction or (iii) causing partial or total restriction of its use/operation or (iv) causing partial or total malfunction of Solution/System. Defects are also deemed defects specified in Art. 10 GTC.
- (zz) **Workaround** – means procedure proposed by Partner and accepted by the Customer, that implies temporal and license-authorized intervention into the subject of Maintenance (mainly Software), that makes the subject of Maintenance accessible again, although under partial restriction/limitation of functionality or operation of the subject of Maintenance, and that at the same time prevents worsening current situation (regarding data integrity and accessibility of the subject of Maintenance). Workaround eliminates effect and not necessarily cause of Defect, eventually not necessarily with in full if Defect removal is not objectively possible. Implementation of other solution of Defect than removal proposed by Partner and accepted by Customer is also deemed Workaround.
- (aaa) **Bespoke Software** – is a (i) Software created (written) by the Partner (eventually Partner Personnel) and/or the Subsupplier (eventually it's personnel) for the Customer under or in connection with the Agreement or (ii) Software to which Partner exercises, has exercised or will exercise property copyrights and which was created for the Customer under or in connection with the Agreement. Bespoke Software shall be expressly stated in the Agreement, usually in Annex defining Deliverables (Annex 3) Notwithstanding any other provisions hereof, Bespoke Software means also Software under first sentence of this section, which modifies or customizes Standard Partner's,/Subsupplier's and/or third party Software for Customer. Notwithstanding any other provisions, Software (eventually parts thereof) recommended or supplied to Customer by Partner under or in connection with the Agreement, which (i) allows to extend and/or modify business and/or technical capabilities of Solution/System or (ii) without which Customer could not (or could only with

difficulties) extend and/or business and/or technical capabilities of Solution/System or (iii) without which Customer could not (or could only with difficulties) interconnect such Software with other Software.

- (bbb) **Warranty Period** - means a time period within which the Partner shall remove Defects free of charge and on its own expenses regardless the fact they occurred before signing the Acceptance Protocol by the Parties or during this period.
- (ccc) **Agreement** – means an agreement concluded between the Parties together with the GTC forming an annex and integral part, including any and each annex and amendments and which incorporates governance of the Parties’ rights and duties related to the performance of the deliverables under the Agreement that includes primarily, but not exclusively:
 - (i) supply of Goods/Service to the Customer by the Partner;
 - (ii) provision of Goods/Service to the Customer by the Partner;
 - (iii) completion of work by the Partner for the Customer (primarily producing, mounting, servicing and maintaining and/or provision of agreed repair/adjustment of a particular item or materially recorded outcome of other activity);
 - (iv) granting a consent to use Original Work of Authorship (licence) by the Partner for the Customer;
 - (v) storing or keeping particular item, organizing particular business matter, mediation of an agreement conclusion with third party or transportation/arranging transportation of cargo or particular item by the Partner for the Customer.

2.2. In the Agreement and the GTC unless otherwise specified due to the character of particular case:

- (a) a term/word expression in singular number means the same term/word expression in plural number and vice versa;
- (b) a term/word expression defined in the Agreement has the meaning assigned to it in the respective article/item of the Agreement in which the term/word expression is defined excluding the case when with respect to all facts arising from the definition of such term/word expression it is obvious that its meaning applies to the respective article/item of the Agreement only or to some articles/items of the Agreement only;
- (c) “handling” means sale, donation, charge free transfer, charged transfer, exchange, lease, hire, charged letting in use, charge free letting in use voluntarily or involuntarily and “handle” will be interpreted in compliance with the aforementioned.

2.3. Documents listed in this item of the GTC shall include the prerequisites/data that are specified further under this item of the GTC as prerequisites/data for the particular document:

- (a) **Acceptance Protocol/Handover Protocol** includes especially: Identification information of the Parties; protocol number; Agreement/Order reference number; type, amount, name, detailed and accurate specification/description (e.g. serial number) and price (excluding/including VAT) of Goods/Service; time and place of delivery/provision of Goods/Service; date and place of protocol execution; names and signatures of the Parties.
- (b) **Invoice** includes especially: Identification information of the Parties; Invoice number; Agreement/Order reference number; type, amount, name, specification/description and price (excluding/including VAT) of Goods/Service; other prerequisite set by general obligatory legislation of the Slovak Republic on VAT as latest amended, date and place of Invoice execution; name, surname, position and contact details of the person who issued the Invoice.
Unless otherwise specified in the Agreement by the Parties the integral part of the Invoice is the Acceptance Protocol signed by the Customer .
- (c) Unless otherwise resulted from the nature of the particular case, **Message about Defect/Any Other Requirement** regarding Message about Defect includes mainly: description of the Defect, Defect category, claim specification under the Item 9.3 (a) to (f) of the GTC (otherwise it shall be deemed, that the Customer makes claim pursuant to item 9.3 (c) GTC); identification and serial number (if there is) of the impacted goods/work; other necessary facts according to the nature of such requirement, date (eventually time) of execution of the Message about Defect/Any Other Requirement; contact information of the Customer’s Liaison Person;
- (d) **Contact Information** includes especially this information: address (name of the town/village together with the postcode, name of the street or any other public place and house number or registration number); landline number and/or mobile phone number; fax number; e-mail address; Internet address.
- (e) **Order** includes especially: Identification information of the Parties; Order number; written Order or Agreement reference number; type, amount, name, detailed and accurate specification/description and price (excluding/including VAT) of Goods/Service; time, place and performance method of the subject of the

Order; note “Delivery Type (...)”; Customer’s Cost Centre Number; Contact Information of the Parties; date and place of the Order execution; name, surname, position, signature and Contact Information of the person who issued the Order.

3. ORDER

- 3.1. The Partner shall forthwith, but at the latest within 3 Working Days after receiving the Order, inform the Customer in writing by post, e-mail or fax sent to the Customer’s Contact Information or personally to the Customer’s Liaison Person or other agreed way about (a) acceptance; or (b) refusal of the Order. The Partner is entitled to refuse the Order only due to reasons specified in the Agreement or if such refusal is expressly allowed under the Agreement. It is not necessary to execute the Order, if the Goods/Service shall be supplied/provided only under the Agreement (without the necessity of the Order issuance). The Order is deemed as accepted by the Partner even in the case of Customer not receiving the Order’s rejection within 3 Business Days from delivery of the Order from the Customer to the Partner, unless otherwise agreed in the Contract. An Order made based on the Agreement shall be subject to the appropriate provisions of the Agreement unless expressly agreed otherwise.

4. DELIVERABLES

- 4.1. Deliverables shall be described in the Agreement (usually in Annex 3). If Deliverable is the Object of Intellectual Property (primarily creation thereof) the Deliverable shall also include license related to the Object of Intellectual Property granted by the Partner to the Customer.

5. TIME AND PLACE OF PERFORMANCE

- 5.1. The Partner shall forthwith supply/provide the Goods/Service to the Customer unless otherwise specified in the Agreement.
- 5.2. The Partner shall supply/provide the Goods/Service to the Customer in compliance with, in scope of, quality, method and under additional conditions agreed in the Agreement in the Customer’s registered office unless specified in the Agreement that Partner undertakes to supply/provide the Goods/Service to the Customer (also) in the Customer’s Points of Sale and/or in Customer’s operation premises or any other Customer’s premises; eventually in any other place agreed by the Parties in writing.
- 5.3. The Customer shall be at any time one-sidedly entitled to determine, that the Deliverables or part thereof shall be performed in the premises of the Partner or the Customer.

6. PRICE AND PAYMENT TERMS

- 6.1. Price is agreed by the Parties in the Agreement in compliance with current general obligatory legislation of the Slovak Republic on prices as latest amended. Price is agreed in the Agreement (i) in the form of fixed and binding price for supply/provision of the Goods/Service; and/or (ii) in the form of price set as a multiple of a unit price for 1 (one) Man-day or 1 (one) Man-hour and total number of Man-days or Man-hours required for supply/provision of the Goods/Service to the Customer by the Partner pursuant to the Agreement.
- 6.2. The Price listed in the Agreement is excluding VAT that amount will be calculated and added to the Price pursuant to the general obligatory legislation of the Slovak Republic.
- 6.3. The Price includes all and any duties, tariffs and other fees set by the respective general obligatory legislation as well as all and any Partner’s costs and expenses related to the supply/provision of the Goods/Service including costs and expenses on insurance, transportation, travel, meals, pocket money, subsistence, travel time, waiting time/stoppage and any other Partner’s costs and expenses.
- 6.4. If not otherwise stipulated by mandatory legislation, the Customer shall pay the Partner the Price in the total amount after due, timely and full supply/provision of the Goods/Service to the Customer in compliance with, in scope of, quality, and method and under other conditions specified in the GTC and the Agreement and pursuant to the Invoice issued by the Partner and submitted to the Customer. The Parties may agree in the Agreement that the Customer shall pay the Price to the Partner pursuant to the Invoice submitted by the Partner to the Customer:
- (a) after due, timely and full supply/provision of the Goods/Service to the Customer in compliance with, in scope of, quality, and method and under other conditions specified in the GTC and the Agreement in two or more invoice amounts (payment for partial performance or acceptance thereof shall mean only fact, that Customer agrees with transition to another phase of performance, in no case shall this mean acceptance of such part of Deliverables); or
 - (b) prior-to the supply/provision of the Goods/Service to the Customer (in advance). In this case the Acceptance Protocol is not attached to the Invoice.
- 6.5. The Partner shall forthwith send the Invoice to the Customer, but not later than within 15 (fifteen) days from the first date, when the Partner was allowed to submit respective Invoice to the Customer for the first time. Should the Partner fail to submit the Invoice to the Customer within 3 months from the first date, when the Partner was allowed to do so, the Partner shall forfeit the right to claim the payment of the Price (including all taxes and charges), referring to respective Invoice.

- 6.6. The Partner will deliver the invoice to the Customer at: faktury@vub.sk, or in exceptional cases by prior agreement of the Customer and the Partner by post to Všeobecná úverová banka, a.s., P.O.BOX 9,058 01 Poprad. The invoice must indicate the registered office of the company: Všeobecná úverová banka, a.s., Mlynské nivy 1, 829 90 Bratislava. The Customer agrees, in accordance with the Act on Value Added Tax as amended, to send the electronic Invoice to the e-mail address specified in this Item 6.6 of the GTC. The Customer is entitled to withdraw this consent granted according to the previous sentence in writing addressed to the Partner. Based on the Customer's consent so granted, the Partner undertakes to send the Customer an electronic Invoice by e-mail to his e-mail address, which is specified in this Item 6.6 of the GTC. The Customer declares that he has exclusive access to the e-mail address, further declares that he is aware that the above data are subject to trade secrets and that he is obliged to maintain this trade secret. The electronic invoice is an Invoice which contains all the particulars according to the relevant provisions of the Act on Value Added Tax as amended. An electronic invoice shall be deemed to have been delivered on the date of dispatch unless otherwise proved. The Partner is obliged to send the electronic invoice as a single PDF file (Invoice and attachments to the Invoice) with the understanding that the attachment of the e-mail containing the electronic invoice must not exceed 10 MB in size and the total e-mail containing the sending of the electronic invoice to the Customer by the Partner must not exceed 15 MB in size.
- 6.7. If the Invoice fails to include prerequisites or annexes set in the GTC and/or in the Agreement and/or in general obligatory legislation of the Slovak Republic or if the Invoice includes incorrect and/or incomplete information, the Customer is entitled to return the Invoice to the Partner without payment within its maturity period and the Partner in such case shall forthwith correct the Invoice or issue a new Invoice, while the Invoice maturity period shall commence on the delivery date of such corrected or new Invoice to the Customer.
- 6.8. Invoice maturity period lasts 30 (thirty) days following the date of its delivery to the Party that shall pay the Invoice or . according to the conditions agreed in the Agreement or in the Order.
- 6.9. Intentionally released
- 6.10. The financial amount specified in the Invoice shall be paid by non-cash bank transfer via the bank/branch of the foreign bank onto the current account of the eligible Party specified in the Agreement and/or in the Invoice and/or notified in advance in writing to the owing Party. The financial amount specified in the Invoice is deemed paid on the date of its posting onto the aforementioned current account of the eligible Party.
- 6.11. If the owing Party is default to pay the duly issued and delivered Invoice in compliance with the GTC and the Agreement the other Party is entitled to claim penalty from the owing Party pursuant to the specifically issued Invoice in the amount of 0.05 % (five hundredths per cent) of the due, unpaid financial amount for each, also started day of default.
- 6.12. Notwithstanding any other provisions, Customer shall be entitled to delay the payment of VAT to the Partner, if Customer starts to have suspicion, that Partner will/may not pay VAT or part thereof to tax authorities or Partner becomes insolvent, until the Partner reliably proves the Customer, that the VAT was paid to the tax authorities. Should the Customer be obliged to pay to tax authorities the delayed amount of VAT itself as a guarantor under the tax authority decision, Customer shall be relieved of liability to pay such VAT to Partner. The Customer shall be entitled to pay due payment of VAT owed to Partner directly to tax authorities; in such case, the Customer shall inform the Partner thereof without undue delay. Upon Customer's request the Partner shall provide the Customer with any and all cooperation needed for such payment. Upon the payment of the due VAT by Customer directly to tax authority the Customer shall be free of any payment of due VAT to Partner that the Customer paid to tax authorities. Provision of this Item 6.12 GTC shall not apply only if explicitly agreed by the Parties in the Agreement or other Annexes hereof.

7. RIGHTS AND OBLIGATIONS OF PARTIES, COOPERATION OF CUSTOMER

- 7.1. Parties undertake to cooperate and provide all information required for due and timely performance of their duties and obligations arising from the Agreement and GTC to each other. Party is obliged to forthwith inform another Party of any fact and/or circumstance that is/might be important and/or material for due and timely performance of deliverables under the Agreement and/or that is/might be able to directly or indirectly upset or materially impede performance deliverables under the Agreement.
- 7.2. Parties are obliged to perform their duties and obligations arising from the Agreement and GTC in order to avoid their delayed performance at times specified in GTC and/or agreed in the Agreement.
- 7.3. Each Party shall provide its Contact Information and appoint at least 2 (two) Contact Persons in the Agreement.
- 7.4. When performing the deliverables under the Agreement, Partner undertakes to, in particular:
- (a) apart from generally binding regulations of the Slovak Republic, also follow, maintain and respect all internal regulations of the Customer and regulations regarding occupational and health safety at work and fire protection known to Partner;

- (b) proceed in order to avoid any damage to health (of staff of Partner, Subsupplier or any third parties including staff of Customer), property, nature, and environment. Customer is not liable for any work or other injuries suffered by staff of Partner or Subsupplier involved in performance of deliverables under the Agreement that occurred in the Customer's premises;
 - (c) follow, maintain and respect operating conditions of the Customer, in particular Customer's Points of Sale and, in particular regarding activities or services carried out by the Customer for Client;
 - (d) keep the premises where the deliverables under the Agreement are performed clean and tidy and ensure removal and collection of packaging and other material related to performance of deliverables under the Agreement from the Customer's premises at its own expenses;
 - (e) not to produce any photographs or audio, visual and/or audio-visual records/copies in the Customer's Points of Sale with the exception of a case when Partner was provided an explicit prior written consent of the Customer;
 - (f) to provide the Deliverables always in compliance with up-to-date procedures, methods and standards; and to inform the Customer if application thereof shall have direct impact on the Customer and to conclude with Customer on eventual implementation thereof
 - (g) to follow the Customer's instruction, if the Customer provide the Partner with instruction after the conclusion of the Agreement.
- 7.5. Partner undertakes to ensure/obtain at its own risk and expenses all and any required export permissions, transit permissions, approval certificates or any other required official permissions/licenses required by the law of a relevant country and, at the same time, Partner undertakes to perform any and all customs and other similar duties required for due and timely performance of deliverables under the Agreement by the Partner.
- 7.6. Except the case, where mutually agreed by both contracting parties in writing in advance, the Partner undertakes that shall not solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor or as otherwise cooperating person, directly or indirectly, any of the employee of the Customer or the Persons belonging to the Customer during their participation in the performance of the subject of this Agreement or during the 12 months thereafter. Employees for the purposes of this Item are (i) any person who is employed / contracted by the Customer or a person belonging to the Customer Group as a statutory, partnership, employee, (ii) or any other person (including its employees) with whom the Partner comes to direct contact in the performance of the Contract and which is a supplier / service provider for the Customer or for a person belonging to the Customer Group. In the event of a breach of the above obligation, the Partner is obliged to pay the Customer a contractual penalty, the payment of which does not affect any other eligible claims under the Contract or the law to the full extent. The amount of the contractual penalty is equal to the amount of the annual remuneration offered to the employee by the Partner or the Partner's Personnel, but not less than EUR 50,000 (in a word fifty thousand euros) and is paid within 15 days of delivery of the written request for payment by the Customer to the Partner.
- 7.7. Cooperation of Customer
- Within the scope required for due and timely performance of deliverables under the Agreement, the Customer undertakes to provide to Partner, upon Partner's request, necessary cooperation as expressly defined in the Agreement (usually in Annex 3). Within the scope required for due and timely performance of deliverables under the Agreement, the Customer also undertakes to provide to Partner, upon Partner's request, additional necessary cooperation (mainly by responding to inquiries and providing consulting, additional information, statements, guidelines and other statements regarding performance of Deliverables) which is not expressly defined in the Agreement (usually in Annex 3) only if Partner could not reasonably expect (by exercising an expert standard of care) by the time of entering into the Agreement that Partner would need such cooperation. The Customer's delay in providing required cooperation under GTC and Agreement shall be added to the time for performance of Deliverables or delivery/provision of Goods/Service to the Customer under the Agreement; other rights of the Partner in connection with the Customer's delay shall be excluded from application (except Partner's entitlement to withdraw from the Agreement under the Agreement and other rights of the Partner, which may not be excluded by means of a contract).
- 7.8. Following the previous notification delivered to Partner, the Customer shall be entitled to control and monitor performance of Deliverables under the Agreement by Partner at any time. Partner undertakes to provide to the Customer all necessary cooperation in this respect. Partner is hereby obliged to comply with any requirement set by Národná Banka Slovenska (National Bank of Slovakia), European Central Bank or Customer's or other authority supervising the Customer's activities, or internal/external audit or Security dept. of the Customer assessing the delivery/provision of Goods/Services including requirement on monitoring quality of the Services, security procedures, supervisory procedures, personal data protection procedures and control of any Subsupplier.

- 7.9. Provided the Agreement presuppose further agreement between the Parties on any immaterial part of the Agreement and such further agreement is not concluded, the validity of this Agreement shall not be hereby affected.
- 7.10. If not agreed otherwise, in case of termination of this Agreement for any reason or upon the Customer' request the Partner shall provide the Customer within 5 Working days with all and any information, Documentation, records and agenda, that the Partner processed in connection with this Agreement and that relates to the Support or Maintenance. If not agreed otherwise, upon the Customer' request the Partner shall provide the Customer with all and any cooperation needed for phased transfer of the Deliverables from the Partner to the Customer or supplier - third party nominated by the Customer so that the Customer's business continuity or operations shall not be imperilled.

8. REQUEST FOR CHANGES – PROCEEDINGS

- 8.1. During the change proceedings Party may propose amending the Agreement by submitting a Request for Change to another Party.
- 8.2. Partner undertakes to consult in advance any change in quality of the Services and not to realize any change in the quality of the Services without Customer's consent.
- 8.3. The Party proposing a change shall produce Request for Change and another Party shall forthwith comment on such Request for Change after delivered by issuing a statement to the respective Request for Change. Based on the statement to the Request for Change and after an agreement of Partner and Customer, the Request for Change shall be accepted or refused by means of an amendment to the Agreement.
- 8.4. Partner shall be aware that within the time the Agreement will be in force, some (i) organizational and technical changes, also within the Customer's Group, and (ii) some changes as a result of statutory requirements, which shall or may have impact on Deliverables or the subject of the Support or Maintenance, may (and also usually) occur. In case of such changes, Partner undertakes to actively cooperate with the Customer and without a reasonable cause shall not refuse Customer's requests (i) to perform an analysis of presumed changes and (ii) to perform a change of the Agreement, especially regarding quality and scope of the Deliverables.
- 8.5. Without prejudice to the other provisions of the Article 8 of the GTC, the Parties agree that, based on a call delivered by the Customer to the Partner, Partner undertakes without undue delay to conclude a special agreement with the Customer about ensuring the implementation of the security measures and notification obligations in accordance with § 19 par. 2 of the Act of the National Council of the Slovak Republic no. 69/2018 coll. on cyber security, as amended, and depending on the nature of the matter, to adjust the contractual relationship between the Partner and the Customer in such a way as to comply with that law

9. WARRANTY AND WARRANTY PERIOD

- 9.1. Partner undertakes that Goods/Services including Documentation shall be delivered/provided to Customer in new and unused condition and in compliance with, within the scope of, in quality, in a manner and under other conditions specified in the Agreement in quality and execution that fit for the purpose specified in the Agreement or, if not intended in the Agreement, for the purpose for which such subject matter is normally used, with all professional care, by professionally eligible and qualified persons and under generally valid, used and maintained rules, principles and habits for delivery/provision of identical or similar kind of Goods/Service. Partner also undertakes that functionality and use of Goods/Service shall fully correspond to functional characteristics and specifications of Goods/Services and Documentation and that Goods/Service shall be free of any Defects impeding the acceptance thereof.
- 9.2. Warranty Period is 24 months from the date of signing the Acceptance Protocol by the Parties unless otherwise agreed by the Parties in the Agreement; if under the Agreement or according to the nature of the respective deliverable Acceptance Protocol shall not be signed, the Warranty Period shall commence on the day of delivery/provision of the Goods/Services. If Goods/Services do not form a subject of Support or Maintenance, the Warranty Period shall commence on the day of provision of respective Support or Maintenance. Should the Deliverables be provided to Customer gradually, Warranty Period of the deliverables shall commence for a Deliverable, which (i) forms a single functional unit based on its nature, or (ii) forms the whole Deliverable after the Customer' withdrawal from a part of the Agreement under Art. 26.1(e) GTC only after the Customer accepted a final partial deliverable of such Deliverables. Until the commencement of Warranty Period the Partner shall be obliged to provide Support and Maintenance for such Goods/Service within the Agreement.
- 9.3. Should the Customer notify Partner of any Defect during the Warranty Period or other defined period, irrespective of whether such Defect had originated before signing the Acceptance Protocol by Parties or during the Warranty/other defined Period, within the Response Time Partner undertakes to confirm acceptance of Message about Defect/Any Other Requirement to the Customer's Contact Information and begin to eliminate such Defect and also eliminate it within the Repair Time free of charge and at its own expense by (a) delivering/providing new Goods/Service; or (b) delivering/providing missing Goods/Service; or (c) repairing Goods/Service should the Defect be repairable/mainly but not only by putting non-functional or malfunctioning Goods/Service (a part of Goods/Service) in functional and proper condition, repairing a damaged part of

Goods/Service; or (d) providing an appropriate discount on Price; or (e) providing Workaround; or (f) removing legal Defect, whereas a choice between the abovementioned claims shall be made solely upon Customer's own discretion and, Customer, however, may change its choice notified to Partner only upon Partner's consent. In case of provision of Services, which are not to be controlled directly by Customer (e.g. postal services), the Warranty Period shall commence upon provision of such Services.

- 9.4. Should the Customer sell Goods/Service to a third party and the third party as the owner under an agreement with the Customer lets the Customer use of such Goods/Service during the Warranty Period for or without consideration, Partner undertakes to continue to provide to the Customer or such third party deliverables under this Article GTC in compliance with, within the scope of, in quality, in a manner and under other conditions specified in GTC and Agreement.
- 9.5. The Customer is empowered to transfer its rights arising from warranty to a third person.
- 9.6. Upon the Partner's consent, the Customer may authorize a third party under a separate agreement or under other legal act (i) to provide deliverables this Article GTC or (ii) to perform modifications of the Goods/Service, which the Customer shall notify the Partner of in writing in advance. From the date of effect of such authorization, Partner shall not be obliged to provide deliverables under this Article GTC (in that case the Price shall be reduced correspondingly or such corresponding part of the Price shall Customer repay to the Partner) until such authorization remains valid and effective. Should the Customer terminate such authorization granted to the third party and notify the Partner of it in writing in advance, Partner undertakes to continue to provide deliverables under this Article GTC from the date of expiry of effect and validity of such authorization in compliance with, within the scope of, in quality, in a manner and under other conditions specified in GTC and Agreement. Other rights of the Customer under GTC or under the Agreement shall not be affected by provisions of this Item 9.6 GTC.
- 9.7. Should the Customer request the Partner in writing, Partner undertakes to provide deliverables under this Article GTC in compliance with, within the scope of, in quality, in a manner and under other conditions specified in GTC and Agreement even after expiry of the Warranty Period under a separate agreement or amendment to the Agreement entered into by Parties for this purpose or under the Order accepted by the Partner.

10. DEFECTS, RESPONSE TIME AND REPAIR TIME

10.1. CATEGORIZATION OF DEFECTS

Defects are divided into 3 (three) categories:

- (a) 1st Category Defects – Defects of Goods/Service or subject of Support causing non-functionality/unusability/inoperability of the whole Solution/System or Goods/Service or considerable part thereof or Defects of Goods/Service or subject of Support causing material restriction of functionality/usability/operability/security of the whole Solution/System or whole Goods/Service or their considerable part (e.g. Solution/System/Goods/Service fail(s) to respond to user's commands, report(s) errors when entering data, do(es) not allow to enter permissible data, a response makes smooth operation impossible, screen scenarios fail to correspond to the request, etc.). The 1st Category Defects include mainly but not only the following:
 - (i) Breakdown Defects – Defects of Goods/Service or subject of Support causing a failure of the whole Solution/System/Goods/Service;
 - (ii) Very serious Defects – Defects of Goods/Service or subject of Support causing destabilization of Solution/System/Goods/Service, including databases;
 - (iii) Serious Defects – Defects of Goods/Service or subject of Support causing generation of incorrect or incomplete outputs mainly restricting performance of business activities or making of business decisions;
 - (iv) Legal Defects – Solution/System/Goods/Service is/are burdened with a right of a third party or their/its use by Customer means a breach of third party's rights.
- (b) 2nd Category Defects – Defects of Goods/Service or subject of Support causing non-functionality/unusability/inoperability of a part of Solution/System or whole Goods/Service, whereas other parts are due, faultless and completely functional/usable/serviceable (e.g. some function generates an incorrect output in accounting or statements, response time to some functions is too long, etc.), or Defects of Goods/Service or subject of Support causing material restriction of functionality/usability/operability of a part Solution/System or whole Goods/Service or Defects of Goods/Service or subject of Support causing an activity of Solution/System/Goods/Service, which is not in compliance with the Documentation (e.g. positioning of fields on screen, a format of output data not corresponding to the request, incorrect statements, etc.). The 2nd Category Defects include mainly but not only the following:
 - (i) Defects of Goods/Service or subject of Support restricting Performance – Goods/Service work(s) properly, but the response time of Solution/System/Goods/Service is inappropriately long;

- (ii) Less serious Defects – Defects of Goods/Service or subject of Support causing that some outputs are not correct or Solution/System/Goods/Service do(es) not function in line with Documentation.
- (c) 3rd Category Defects – formal Defects of Goods/Service or subject of Support or any other Defects of Goods/Service or subject of Support other than 1st and 2nd Category Defects.
- (d) Defect categories (1st Category Defect, 2nd Category Defect, 3rd Category Defect) are defined by the Customer.

10.2. Response time and Repair time is:

Category	Reaction time*	Time for providing of Workaround*	Repair Time*
Defects 1. category	4 hours	4 hours	24 hours
Defects 2. category	12 hours		48 hours
Defects 3. category	24 hours		96 hours

Duration is being count since the dispatch of Message about Defect/Any Other Requirement from Customer to Partner, unless any other time is agreed by Parties in the Agreement, usually in Annex describing Deliverables (Annex 3).

- 10.3. The Subject of Support and/or subject of Maintenance shall also be deemed Goods/Service under this Article GTC, provided that such a subject of Support and/or Maintenance does not correspond to the Goods/Service.

11. MATERIAL PROVIDED TO PARTNER AND MATERIAL RECOMMENDED TO CUSTOMER

- 11.1. Should Material Provided to Partner have defects impeding a due performance of Deliverables by Partner, Partner shall be obliged to notify Customer of it in writing without any undue delay after delivery of such material. The same duty shall also apply should the Customer under the Agreement require that Deliverables shall be performed in line with the Customer's instructions, which are inappropriate. Partner is liable for defects of the Deliverables caused by defective Material Provided to Partner or inappropriateness of Partner's instructions, if Partner fails to notify the Customer of defectiveness of Material Provided to Partner or inappropriateness of Customer's instructions.
- 11.2. Partner is liable to the Customer for defective, incorrect or incomplete specification of Material Recommended to Customer.
- 11.3. Partner undertakes to perform an inspection of Material Recommended to Customer under sections 427 to 428 of the Commercial Code without undue delay after (i) such Material was obtained by Partner from the Customer or (ii) access to such Material was provided to Partner by the Customer. Should Partner ascertain any defects within such inspection of such Material, the Partner is obliged to inform the Customer and under Customer's request exercise on behalf of Customer any rights arising from warranties against supplier of such defective Material, unless otherwise agreed by the Parties. Customer undertakes to provide the Partner necessary cooperation in this respect. The provision of Item 11.4 GTC shall not be affected hereby.
- 11.4. Partner is liable for Defects of the Deliverables caused by defectiveness (incorrectness or incompleteness) of specification of Material Recommended to Customer. Should the Material Recommended to Customer
- (a) with respect to features of such Material according to its specification defined by Partner the Solution/System or Deliverables show more than once in a calendar year (i) Defects causing non-functionality/un-usability/inoperability of the Solution/ System or the whole Goods/Services or their considerable part, or (ii) Defects causing material restriction of functionality/usability/operability of the Solution/System or the whole Goods/Service or their considerable part, or (iii) Defects causing non-functionality/un-usability/inoperability of such Material Recommended to Customer or any other Material Recommended to Customer, or (iv) Defects causing material restriction of functionality/usability/operability of such Material Recommended to Customer or any other Material Recommended to Customer; or
 - (b) with respect to features of such Material according to its specification defined by Partner appear to be inappropriate for use recommended by Partner or purposes under the Agreement at any time; or
 - (c) with respect to features of such Material according to its specification defined by Partner appear to be incompatible/non-functional or unable to cooperate (i) with any other Material Recommended to Customer,

or (ii) any other Material Provided to Partner, or (iii) with any other Deliverable or (iv) IT environment of the Customer, with which the Partner has been familiarized;

Partner undertakes to:

- (d) notify the Customer of any fact listed in Para. 11.4(a) to 11.4(c) GTC and its potential consequences immediately after learning about it,
- (e) upon the Customer's notice, (i) replace such defective, inappropriate or incompatible Material Recommended to Customer at its own expense and also any other material, licences or services, which the Customer mediated based on such Material Recommended to Customer with any other appropriate, faultless and compatible material, licences or services, and (ii) modify Deliverables (provide Workaround) so that such Deliverables will be compatible, functional and co-operative with any Material Recommended to Customer and Material Provided to Partner; and
- (f) upon the Customer's notice, cover all and any costs Customer exerts and compensate for any damage the Customer incurs in relation to it.

Should the Partner fail to fulfil the obligation under Item 11.4(e) GTC within 10 days (in case of Hardware within 30 days) since such Customer's notice has been delivered to the Partner, the Customer may (i) procure such new material/replacement (in particular documents, specifications, templates, analyses, Hardware or Software), services and/or licences or (ii) self-helpfully modify the Deliverables, whereas in such case the Partner undertakes to cover all and any costs the Customer incurs (such procured material, services and licences shall be deemed Material Recommended to Customer) upon the Customer's notice; this shall not affect other Customer's claims under the Agreement. Following the provision of due performance by the Partner under the Item 11.4(e) GTC and should it be possible under the Customer's reasonable judgment, the Customer shall transfer to the Partner rights to such defective, inappropriate or incompatible Material Recommended to Customer.

- 11.5. Partner declares that the Material Provided to Partner, Material Recommended to Customer and other Deliverable shall be fully mutually compatible.
- 11.6. In case the Partner will not provide Maintenance and/or Support to the Material Recommended to Customer, the Partner, Partner undertakes, (for a minimum of 5 years from the beginning of Customer's economic use of Material Recommended to Customer) under maintenance/warranty conditions agreed between the Customer and such supplier, to exercise upon Customer's request any rights arising from warranties against the supplier of such Material Recommended to Customer on behalf of Customer. The Partner undertakes to notify Supplier of this possibility prior to such Material Recommended to Customer shall be delivered to the Customer and also undertakes to become familiar with maintenance/warranty conditions of such material prior to such material shall be recommended to the Customer. If needed, the Customer shall provide the Partner with written empowerment for this purpose. For avoidance of any doubt, any rewards and costs for this performance shall be included in the Price.
- 11.7. Should the Customer withdraw from (i) Agreement, or (ii) a part of Agreement regarding a part of the Deliverables, which is functionally linked to Material Recommended to Customer, the Partner undertakes to cover all and any costs the Customer incurred to purchase such Material Recommended to Customer. Other rights of the Customer shall not be affected hereby.
- 11.8. Should during performing the Deliverables (except provision of Service and/or Support) - during which there is probability that Partner will recommend the Customer usage of third Party Hardware and/or Software within the scope of project or Deliverables – Partner recommends to Customer usage of third Party Hardware and/or which extends the scope of Deliverables or Material recommended to Customer as further described in Agreement (usually in Annex 3) and at the same time without which (i) it shall not be possible to duly perform Deliverables or (ii) performance of Deliverables will be connected with expenses for the Customer higher than costs for procuring such Software and/or Hardware, the Parties shall act as follows:
 - (a) Without undue delay but no later than within 30 days since Customer has been informed about the necessity to use such third Party Software and/or Hardware (unless agreed otherwise), Partner undertakes to notify Customer of an exact specification of such third Party Software and/or Hardware including all business conditions (in case of Software also License conditions) of such third party (including full and committed price) in order to procure thereof (i) directly by the Customer or (ii) by the Partner. In such notification Partner shall inform Customer in detail about business conditions (in case of Software also License conditions) of such third Party, but separately for the case such third Party Software and/or Hardware should be procured by the Customer and separately for the case such Third Party Software and/or Hardware should be procured by Partner for the Customer together with information among others about date and place of performance thereof;
 - (b) Without undue delay but no later than within 30 days from collecting all information required to make a decision (unless other term is agreed in the Agreement or mutual consent), Customer undertakes to inform Partner whether (i) Customer shall procure such third party Software and/or Hardware by itself – in this case such Hardware and/or Software shall be included in the Material recommended to the Customer, or whether (ii) such third party Software and/or Hardware shall be procured by the Partner to the Customer – in that case scope of Goods/Services provided

to the Customer shall be extended thereby. In both cases the Parties shall enter into an amendment to the Agreement. The Customer's choice according this section (b) shall be binding for the Partner and in case of Customer's choice under subsection (ii) hereof, the Partner undertakes to procure such Software and/or Hardware from the third party according to the business conditions (in case of Software also license conditions) agreed by the Customer within 10 days since delivery of such notification of the Customer (unless other term is specified in the Agreement or in mutual consent of the Parties).

12. LIABILITY FOR DAMAGE AND SELECTED CONTRACTUAL PENALTY

- 12.1. Should the Party cause by breaching its duties and/or obligations arising from these GTC and/or Agreement and/or failing to comply with/breaching the declarations and/or guarantees made under these GTC and/or Agreement any damage to another Party, its liability for damage and indemnity for damage caused to another Party shall be governed by provisions of the Article 373 et seq. of the Commercial Code.
- 12.2. The Partner shall provide the Customer with compensation and indemnity the Customer for: (i) any fine, penalty payment and/or any sanction imposed to the Customer by any state authority or a person, on which the state transferred the execution of state administration, or (ii) any additional costs or damage, which Partner incurs and which arise from the failure to deliver the Deliverables by the Partner in compliance with the Agreement and/or legal regulations.
- 12.3. The Customer undertakes to exert reasonable effort to reduce costs, expenses and damages under the Item 12.2 GTC and/or Item 13.12(b) or 13.12(c) GTC respectively. The Customer also undertakes to inform the Partner about such facts without undue delay after getting familiar with claims under Item 12.2 GTC and/or Item 13.12(b) or 13.12(c) GTC and subsequently conduct in co-operation with the Partner to reduce such costs, expenses and damages (if such conduct may be reasonably demanded from the Customer).
- 12.4. Should the Partner be default with delivery/provision of Goods/Service to Customer at the time of performance under these GTC or Agreement or Acceptance Protocol, the Partner shall be obliged to pay to the Customer a contractual penalty of 1% (one per cent) of the Value of such Goods/Service (as defined below) under the Customer's notice, for each even commenced day of delayed delivery/provision of Goods/Service to the Customer. **Value of Goods/Service** means a price (including VAT) of relevant undelivered/not provided Goods/Service under the Agreement (described usually in Annex 5). Should the price of relevant Goods/Service not be specified in the Agreement, a price of a set of Goods/Service specified in the Agreement including not-provided/undelivered Goods/Service, shall be deemed the Value of Goods/Service. If (i) the Customer cannot use/utilize other relevant Goods/Service, or if (ii) the Customer can use other relevant Goods/Service to a limited extent as a result of non-delivering/not providing relevant Goods/Service to Customer by Partner, then also a price (including VAT) of such other relevant Goods/Service shall be included in the Value of Goods/Service; the previous sentence shall apply appropriately. With respect to the abovementioned, regarding provision of consultancy Services, the contractual penalty shall be at least 50 EUR for each even commenced Man-day of the Partner in default.
- 12.5. Should the Partner be default with elimination of Defect during the Repair Time, the Partner shall be obliged to pay to the Customer a contractual penalty of 1% (one per cent) of the Value of such Goods/Service under the Customer's notice, for each even commenced day of delayed elimination of Defect during the Repair Time. Partner shall not be obliged to pay the contractual penalty to the Customer under this Item GTC, should the Customer authorize a third party to provide deliverables under the Item 9.6 GTC and delayed elimination of Defect during the Repair Time occurred during effect and validity of such authorization. The previous Item 12.4 GTC regarding setting of the Value of Goods/Service shall apply appropriately
- 12.6. In the event of a breach of any obligation by the Partner under Article 17 of the GTC, the Customer is entitled, but not obliged, to require the Partner to pay a contractual penalty 50,000 EUR (in words fifty thousand euros) for each such breach of duty on the basis of a written notice delivered by the Customer partner.
- 12.7. Unless otherwise agreed, contractual penalties under the Agreement and annexes thereof shall be payable under the Customer's notice delivered to the Partner. Along with any contractual penalty claim, the Customer shall also be entitled to claim compensation of the damage caused by breaching duty of the Partner, which is subject to such contractual penalty, viz. in full extend without any restriction.

13. PROPERTY RIGHT, COPYRIGHT, INDUSTRIAL AND OTHER INTELLECTUAL PROPERTY RIGHTS, SOURCE CODE

PROPERTY RIGHTS

- 13.1. Customer shall acquire property right to Goods/Service and a danger of damage to Goods/Service shall be transferred from Partner to the Customer at the moment of signing the Acceptance Protocol by the Parties. Irrespective of any provision of the Agreement, the Customer shall be obliged to transfer to the third person any property right to the Goods or outputs of the Services.

LICENSES

- 13.2. Object of Intellectual Property created for Customer (Bespoke software/custom development)

Should the Object of Intellectual Property, mainly Original Work of Authorship or Bespoke Software, be created, delivered and/or permitted for use by the Customer within the performance of Deliverables, upon (i) the moment of payment of the Price for such Deliverable by the Customer or (ii) upon the moment of creation of such Deliverable (if the Price for such Deliverable shall be payable before its creation or if no Price at all shall be paid for such Deliverable,) Partner hereby **grants the Customer free of charge timely and locally unlimited and exclusive consent** to each and any use of such Object of Intellectual Property as a whole or its individual parts, that is known at the time of entering into the Agreement, viz. within unlimited scope including all possibilities of copying, translating, adjusting, modifying, adapting (in case of databases including possibility of any extraction and reutilization thereof), repairing, creating derivative works, completing, distributing, publishing, decompiling, reverse translating to discover the source code, connecting with other Objects of Intellectual Property or transferring, including a possibility to use it by the Customer's Controlling Persons, Customer's Controlled Persons and persons belonging to the Customer's Group (**license**). Irrespective of any other provisions of the Agreement, the Customer is also entitled to analyze, test, operate, implement, copy, publish, decompile, connect, transfer, translate, adapt, modify and/or adjust the Object of Intellectual Property via third parties. Should the Object of Intellectual Property according to its nature (mainly Software) be also designed for its use by third parties (e.g. Customer's Clients), such Object of Intellectual Property can be also used by these third parties, if the Customer decides so. For avoidance of any doubt, the Customer is entitled to grant a third party consent to each and any use of the Object of Intellectual Property (sublicense), in particular for the Customer's Controlling Persons, Customer's Controlled Persons, persons belonging to the Customer's Group and third parties through which the Customer will analyze, test, operate, implement, copy, publish, decompile, connect, transfer, translate, adapt, modify and/or adjust the Object of Intellectual Property or for third parties – suppliers, which (according to sole Customer's judgment) require access to the Object of Intellectual Property for purpose of performing their obligations towards the Customer. The Customer is entitled to transfer the license to a third party. For avoidance of any doubt timely unlimited consent under this Item 13.2 GTC, shall mean consent granted for time period, within which the property copyright of Author or similar property rights to other Object of Intellectual Property persists. Should the exclusive license is granted to the Customer, the Customer is not obliged to use it. The Parties agreed that the Customer is not obliged to mark the Object of Intellectual Property by the name or surname of the author; the author's consent with that may not be revoked.

13.3. Standard Software licensed by Partner

License conditions stated in Item 13.2 shall apply to the Standard Software delivered or allowed to use by the Customer under the Agreement, for which consent to use is granted to the Customer by the Partner with the following exceptions: **license shall be granted as non-exclusive**, unless otherwise agreed by the Parties. Item 13.7 GTC shall not be affected thereby.

13.4. Standard Software licensed by third party and procured directly from Partner

The use of third party Standard Software procured directly from the Partner by the Customer under the Agreement, for which the consent to use is granted to the Customer by third party, shall be governed by standard license conditions of third party to such Software; should such standard license conditions not be attached to the Agreement, the license conditions defined in Item 13.2 GTC shall apply with following exceptions: **license shall be granted as non-exclusive**. The Item 13.7 GTC shall not be affected thereby. Representations made by the Partner in Item 13.10 and 13.11 GTC shall apply correspondingly to the third party Standard Software according this Item 13.4 GTC.

13.5. Common provisions

- (a) None of the licenses shall be restricted to certain number of servers, parallel working users, defined CPUs, certain Hardware or private persons, unless otherwise agreed by the Parties.
- (b) For other Object of Intellectual Property (other than Software) delivered or permitted for use by the Customer under the Agreement, which existed prior to this Agreement came into force, as to the nature of such Object of Intellectual Property license conditions defined either in Item 13.3 or in Item 13.4 GTC shall apply appropriately; whereas regarding modification, addition or any other change of such Object of Intellectual Property Item 13.6 shall apply correspondingly.

13.6. Upgrade, Update, Fix, Patch

Provisions of previous Items 13.2 to 13.4 and 13.5(a) GTC shall apply correspondingly to any update, upgrade, fix, patch or any change made to such Software, which the Partner creates, delivers to or allows the Customer to use irrespective of whether this occurs under the Agreement or any other agreement, unless otherwise stated in such agreement.

13.7. Source code

- (a) Unless expressly stated otherwise in the Agreement, should Bespoke Software be created, delivered to and/or permitted for use by the Customer as a part of Deliverables, the Partner undertakes to deliver the Customer as a part of such Software a machine code and also duly commented **source code** of all modules of the Software, including (i) all diagnostic Software necessary for monitoring of such Software, (ii) database models, (iii)

complete Documentation (including developer Documentation), (iv) Software for diagnostics, further development, support and modification of Bespoke Software (e.g. CASE tools), (v) technical information necessary for compilation, installation, use, reproduction, modification, maintenance and improvement of such Software, mainly associated files defining interfaces, and scripts used to control the compilation or installation (together further referred as **Source code**). In case any change of Bespoke Software is performed, the Partner undertakes to deliver the Customer the latest version of Bespoke Software within 3 months from performing such change of the Software (unless Customer single-handedly sets other period), including but not limited to the delivery of the latest version of machine and Source code. For avoidance of any doubt, the Item 13.2 GTC shall apply accordingly to such Source code (however regarding Software used for further development and modification of Bespoke Software non-exclusive license shall be applied).

- (b) Should the Partner be cancelled by liquidation or a bankruptcy on Partner's assets filed or a permission for settlement granted or should the Partner enter into liquidation or should the Partner not be able to or should it not be possible for the Partner to meet obligations arising from the agreements for more than 60 (sixty) days, upon the Customer's request the Partner shall be obliged to forthwith provide to the Customer the latest version of Source codes of Bespoke Software, which the Customer may use free of charge without any time or material restriction afterwards.
- (c) Unless otherwise agreed by the Parties, the Partner undertakes for the latest Source codes of Bespoke Software to be stored in the premise defined by the Customer, to which the Partner shall have access for the purpose of performing any changes to the Bespoke Software approved by the Customer.
- (d) Unless otherwise agreed by the Parties, the Subject of actualization shall be Source codes as a whole – not only a change to the last version; since each actualization shall allow reproduction of machine code of Bespoke Software, which exists in the production environment of the Customer.
- (e) The Partner shall deliver to the Customer recommended procedure to check complete functionality of Bespoke Software in order to duly check the actualization, no later than 7 Working days prior to determined time of actualization of Source codes. Partner shall also deliver a recommendation how to check the correctness of all components of Bespoke Software. List of all modules and components with description of changed modules since last actualization shall also be included in checking procedure.
- (f) At least one employee of the Customer and one employee of the Partner or other person empowered by the Partner must be present at checking procedure of an actualization. Should a check not be successful, the Partner undertakes to provide for an elimination of defect, actualization and repeated check within 10 Working days since detection of defect.
- (g) Should the Partner fail to hand over to the Customer the Source codes within any period agreed on in the Agreement by means of the procedure agreed in the Agreement, nor should Partner do so even within 15 Working days since written notice of the Customer is delivered to the Partner, the Partner is obliged to pay the Customer contractual penalty of 15.000 EUR for each even commenced week of delay. The Customer's claim to compensate the damages in full extend shall not be affected hereby. The Partner acknowledges that the necessity to actualize the Source codes is critical activity for the bank, since Customer as bank institution shall have the right to have the latest Source codes at its disposal for the purpose of securing the continuity of bank operations, with respect to which the Partner takes this contractual penalty for appropriate.

13.8. Testing

Should the Customer or third persons during the fulfilment of the Agreement by Partner be allowed to use the Object of Intellectual Property for testing or other purposes, at the moment of provision of the Object of Intellectual Property by Partner to Customer/third person for such purposes, the Partner grants the Customer/third persons free of charge locally unrestricted and non-exclusive consent to such use of the Object of Intellectual Property as whole and it's individual parts (license).

13.9. Special right to Database containing Customer's Data

Irrespective of any other provisions, the creator rights to any database that includes any Customer's Data, which Partner created and/or permitted the Customer to use under the Agreement, shall be exercised by the Customer; since such database was created upon Customer's initiative, account and responsibility. Should such database be at Customer's disposal, the Partner undertakes to submit a copy of such database to the Customer, viz. 2 Working Days since delivery of written notice of the Customer requesting submission of such Database to the Customer.

OTHER PROVISIONS

13.10. Material recommended to Customer, which is Object of Intellectual Property

Within the scope in which the Material Recommended to Customer shall form an Object of Intellectual Property or third party Standard Software, which the Customer does not procure directly from Partner, use of such Material by the Customer shall be governed by such third party's license conditions. Partner undertakes and declares that license conditions of such third party to the Material Recommended to Customer shall be standard (in compliance with commercial conditions of such third party, under which it provides products to its customers)

and Customer shall be entitled to use such Object of Intellectual Property or third party Standard Software under such license conditions for the purposes for which the Partner recommends the Object of Intellectual Property or third party Standard Software to the Customer, but always for at least such use the Customer may reasonably (according to the Deliverables and Solution/System) require or expect (including for operation of such Object of Intellectual Property or Standard Software for the Customer by any third party, which the Customer may select and change at any time and including provision of sublicense to the Customer's Controlled Persons, Controlling Persons and persons belonging to the Customer's Group). Partner also declares that such Object of Intellectual Property or Standard Software shall be maintained and serviced by such third party (for a minimum of 5 years from the beginning of economic use of the Object of Intellectual Property or Standard Software by the Customer) under common market conditions (upon the Customer's request) maintained and serviced, this also applies Hardware recommended by the Partner to the Customer. The Item 13.7 GTC shall not be affected hereby.

13.11. Should the Partner mediate conclusion of a (sub)license agreement to the Object of Intellectual Property between third party as an executor of property copyrights to such Object of Intellectual Property and the Customer and/or Customer's Controlled Person as an acquirer of the (sub)license, the Partner declares that it is entitled to mediate entering into such (sub)license agreement and that such third party exercises the property copyrights to such Object of Intellectual Property at least within the scope of the (sub)license granted in such manner.

13.12. Indemnification

Partner declares and guarantees by appending his signature to the Agreement that Partner (a) exercises all property copyrights and/or industrial and/or other intellectual rights; or (b) exercises the right to use individual Objects of Intellectual Property under the licenses provided to Partner by third parties who have and/or exercise property rights and/or industrial and/or other intellectual property rights to it and, at the same time, Partner is entitled to provide the sublicense to the Customer within the scope defined in the Items 13.2, 13.3, 13.4, 13.5, 13.6 and 13.7 GTC; to individual Object of Intellectual Property (including any parts thereof mainly but not only Software) to which Partner grants the Customer consent to use under the Agreement. Should any third party including Partner Personnel and/or Subsuppliers make any claim against the Customer, against person belonging to the Customer's Group or person to which the Customer legally grants (sub)license (hereinafter only as **(Damnified Person)**), due to a breach of copyright and/or industrial rights and/or any other intellectual property rights of such third party or any other claims in any relation to the Agreement, the Partner undertakes to:

- (a) forthwith obtain from such third party a consent to using individual deliverables delivered, provided, performed and/or created by the Partner, Subsupplier or any third party for the Customer or adjust individual deliverable(s) delivered, provided, performed and/or created by the Partner, Subsupplier or any third party for the Customer to avoid further breaching of copyright and/or industrial rights and/or any other intellectual property rights of a third party or substitute individual deliverable(s) delivered, provided, performed and/or created by the Partner, Subsupplier or any third party for the Customer for identical or at least such deliverables with substantially similar qualitative, operational and technical parameters and functionalities at Partner's own costs and expenses; and
- (b) provide to the any Damnified Person any and all effective assistance and settle any and all costs and expenses the Damnified Person incurred/incurs in relation to exercise of the above claim of the third party; and
- (c) pay to the Damnified Person any and all damage (including any legal expenses) the Damnified Person incurs as a result of exercise of the above claim of the third party in full amount and without any restriction.

13.13. Protection of other Partners Assets and reverse License

- (a) For avoidance of any doubt, nothing in the Agreement shall limit the Partner, to use for third party's benefit or for its own benefit, its own conceptions, methods, techniques, skills, procedures, instructions, concepts and know – how or any other results (i) used or invented by the Partner before the Agreement came into force or (ii) invented by the Partner out of the fulfilment of the deliverables under the Agreement.
- (b) The Object of Intellectual Property to which the Partner granted to the Customer exclusive license or transferred on the Customer the property copyrights, may the Customer use free of charge without local restrictions only (i) for the purpose of modification or analysis of such Object of Intellectual Property for the Customer's, Customer Controlling Person's, Customer Controlled Person's or person's belonging to the Customer's Group requirements, and only during validity of an agreement, which has been concluded for such purpose or (ii) for the purpose of fulfilment of other services for the Customer, Customer Controlling Person, Customer Controlled Persons or persons belonging to the Customer's Group in connection with such Object of Intellectual Property and only during validity of agreement, which has been concluded for such purpose; such consent may be withdrawn in writing at any time by the Customer.

13.14. This Article 13 GTC shall survive any termination of the Agreement.

13.15. Without prejudice to any other rights available to the Customer and persons belonging to the Customer's Group (including the right to compensation for the damages), and taking into consideration that the Customer relies on the Partner, that the Partner has Intellectual Property Rights as implied from the Article 13 GTC at its own disposal, the Partner (as promissor) undertakes under section 725 et seq. of the Commercial Code, to indemnify

the Customer and any person belonging to the Customer's Group (as the promisee) in respect of all and any Events of Compensation).

- 13.16. For avoidance of any doubt, upon Customer's consent the rights arising from this Article GTC may also be claimed by third persons, in favour of which this Agreement is entered into. This Item 13.16 GTC may be changed upon agreement between Customer and Partner without consent of such third party, provided that such agreement shall not affect rights of the third parties claimed prior to such agreement came into force.

14. BINDING REPRESENTATIONS OF PARTIES

- 14.1. Appending its signature to the Agreement, each Party declares and guarantees that:
- (a) it is (i) a legal entity duly and validly established and registered and validly existing; or (ii) a natural person – entrepreneur duly and validly registered and validly existing under generally binding legal regulations of a country in which it was incorporated;
 - (b) it is duly licensed to conduct business activities carried out within the scope of activities entered in a relevant commercial register and it shall have such licence during the whole validity of the Agreement;
 - (c) it is authorized to enter into the Agreement and each document related to it to which it is a party/contracting party in relation to the Agreement and to perform all obligations and duties under and pursuant to the Agreement;
 - (d) the Agreement and each document related to it, to which it is a party/contracting party and each document in relation to the Agreement, is valid and binding on it;
 - (e) its duties and obligations under the Agreement and each document related to it, to which it is a party/contracting party in relation to the Agreement, are enforceable against another Party;
 - (f) it obtained all consents, approvals, permissions, licences and/or decisions and took all steps required under: (i) generally binding legal regulations of the Slovak Republic; (ii) its internal regulations and documents; and also (iii) any other documents binding on it to enter into the Agreement validly and each document related to it, to which it is a party/contracting party in relation to the Agreement, and perform all obligations and duties under and pursuant to the Agreement;
 - (g) entering into the Agreement and each document related to it, to which it is a party/contracting party in relation to the Agreement and performing all obligations and duties under and pursuant to the Agreement is not in conflict with and shall not cause any conflict with: (i) any generally binding legal regulation of the Slovak Republic; (ii) any of its internal regulation and document; and (iii) any other document binding on it;
 - (h) a power of its bodies (including statutory bodies) has not been restricted in any regard that might influence validity and bindingness of all acts performed by them under the Agreement and person(s) acting in its name is(are) duly authorized to enter into the Agreement and the authorization of such person(s) to act in the name of Party is not restricted and/or contested by anything;
 - (i) no Event of Default occurred in relation to the Agreement or is threatening;
 - (j) no Event of Default survives or shall not be caused either by entering into or performing duties and obligations under the Agreement or any document related to it, to which it is a party/contracting party;
 - (k) there is no fact that would cause a breach of duty of Party arising from any other document, to which it is a party/contracting party, or a generally binding legal regulation of the Slovak Republic in a manner that might have Material Adverse Impact on Party;
 - (l) no dispute is pending or threatening, investigation nor proceedings (mainly, but not only judicial, arbitration and/or administrative proceedings) that might have Material Adverse Impact on Party, should their outcome not be favourable;
 - (m) it did not file and it is not informed that any petition for bankruptcy or a proposal for settlement has not been filed against the Party, it is not bankrupt, no decision leading to its cancellation by liquidation or without liquidation has been presented or received;
 - (n) every information presented by the Party to another Party in relation to entering into the Agreement is true and correct as of a date it was presented and Party did not forget to provide any information to another Party provision of which would cause that other information that was presented to another Party would become incorrect, untrue or misleading, as a result.
- 14.2. Appending its signature to the Agreement, Partner declares and guarantees that
- (a) it is not a related party to the Customer (applies only if the Customer is Všeobecná úverová banka, a.s.);
 - (b) Goods/Service and Material Recommended to Customer /Material Provided to Partner shall function correctly according to the specification defined in the agreement during the Warranty Period,

- (c) Documentation delivered to Customer by Partner shall (i) be complete, (ii) not be misleading, and (iii) regarding Software, such Documentation shall also allow a trained person of the Customer to operate, configure and as to the development Documentation to develop the Software;
 - (d) Goods/Service supplied to the Customer by Partner shall be complete and not misleading;
 - (e) any Software Recommended to Customer or Provided to Customer shall not contain any timer, counter or any other code that might cause non-functionality of the Software or any of its part for any reason;
 - (f) any Software Recommended to Customer or Provided to Customer or delivered to the Customer shall be reliable and safe;
 - (g) no change in a date shall have an effect on Software functionality;
 - (h) Deliverables shall be compatible with Customer's IT environment, secure and shall run without Defects, which would otherwise impede acceptance thereof;
 - (i) Goods/Service, which shall be used for a certain purpose under the Agreement, shall be appropriate for such purpose;
 - (j) The Partner exercises or at the moment of creation of Bespoke Software shall exercise property copyrights to the Bespoke Software and is entitled to transfer the property copyrights to such Bespoke Software to the Customer or to grant the Customer exclusive license to such Bespoke Software;
 - (k) In the event that the Partner grants or will grant an exclusive license to any Intellectual Property to the Customer, the Partner declares that prior to granting such exclusive license to the Customer, the Partner has not licensed any such Intellectual Property to any third party;
 - (l) level of the Services shall not worsen because the Partner starts to provide services similar to or the same as Services under the Agreement to a third person in the future;
 - (m) it has validly entered into an insurance contract insuring risks implying from the Agreement and insuring costs which may Customer incur in connection with the Agreement
 - (n) the Deliverables shall be in compliance with all legal requirements that applies to such Deliverables
 - (o) Complies to and will comply by the anti-corruption law, and in the event of finding of any breach of such legislation by the Partner, they shall notify the Customer within 5 days of the finding of such breach.
- 14.3. Should any of the declarations/guarantees made in the Agreement prove untrue, incorrect and/or incomplete, the Party, which provided such declaration/guarantee, undertakes to compensate another Party for all damage, costs, expenses and losses it incurred for this reason. Other claims of the Customer under the Agreement shall not be affected hereby.
- 14.4. Party is obliged to forthwith deliver to another Party a written notification of any fact that might have an impact on truthfulness of declarations/guarantees stated in the Agreement.
- 14.5. Declarations/guarantees stated in this Article GTC shall be deemed repeated by the Partner in every anniversary of entering into the Agreement.

15. **EVENT OF DEFAULT**

- 15.1. Each of the following facts means or shall be deemed Event of Default irrespective of whether the Partner could have influenced its origination/occurrence:
- (a) any of the declarations/guarantees made or deemed repeated by the Partner in these GTC, in the Agreement or any other document related to it, to which it is a party/contracting party in relation to the Agreement, was untrue, incorrect and/or incomplete on a date it was made or on a date it was deemed repeated;
 - (b) Partner fails to forthwith deliver to the Customer a written notification of any change in declarations/guarantees stated in the Article 14 GTC;
 - (c) performance of Partner's duties under the Agreement or any other related document, to which it is a party/contracting party in relation to the Agreement, is in conflict with or comes to conflict with generally binding legal regulations of the Slovak Republic;
 - (d) Partner breaches any duty arising from these GTC or Agreement or any other document related to it, to which it is a party/contracting party in relation to the Agreement.
- 15.2. Partner is obliged to forthwith deliver to the Customer a written notification of Event of Default that occurred or when it is probable that Event of Default shall occur. It is implied that Event of Default lasts or persists, unless the Party by which the Event of Default occurred or which the Event of Default is related to, eliminates/fixes the fact, which is Event of Default and/or unless the other Party waives rights implying therefrom in written.
- 15.3. Should any Event of Default occur and Partner fail to eliminate/fix the fact, which is Event of Default, within 15 (fifteen) days since the delivery of such written notification of the Customer requiring that Partner do so, after

the expiry of such 15 (fifteen) day period, the Customer shall be entitled to immediately withdraw from the Agreement in form of a written notification delivered to Partner. The withdrawal from the Agreement shall become effective and the Agreement shall expire on a date of delivery of such written notification to Partner, unless otherwise agreed. Other conditions of withdrawal from the Agreement and its effects shall be governed by relevant provisions of the Commercial Code, unless otherwise agreed.

- 15.4. Regarding repeating deliveries, viz. mainly provision of Service/Support, the Item 15.3 GTC shall apply to a withdrawal therefrom as a result of occurrence of Event of Default; however with a difference that Parties shall not give back (refund) to one another deliverables mutually provided under the Agreement until such withdrawal therefrom comes into force. This shall not apply to refunding of Price by the Partner to the Customer for deliverable, which has not been delivered or has not been delivered properly – Partner undertakes to refund such Price to the Customer within 10 Working Days since such withdrawal comes into force.

16. EVENT OF PREMATURE TERMINATION

- 16.1. Each of the following means or shall be deemed Event of Premature Termination irrespective of whether its origination/occurrence could have been influenced by a relevant Party:
- (a) Partner ceases to conduct the core business activities or circumstances occur (including intention of a relevant person) that might lead to ceasing of conduct of the core business activities;
 - (b) Partner and/or any of Partner's Controlled/Controlling Persons becomes or may be deemed insolvent or in default when liabilities prevail over assets for purposes of any generally binding legal regulation of the Slovak Republic governing it/them.;
 - (c) Partner and/or any of Partner's Controlled/Controlling Persons declares or acknowledges its inability to settle his due amounts within maturity against any lender or any other person;
 - (d) Partner and/or any of Partner's Controlled/Controlling Persons files a petition for bankruptcy on its assets, settlement or commencement of any other similar proceedings in any country or any other person files a proposal for declaration of bankruptcy on assets of Partner and/or Partner's Controlled Person to settle or commence any other similar proceedings in any other country;
 - (e) a petition for distraintment, execution of a decision or any other similar proceedings, the purpose of which is an enforced execution of a valid decision, is filed against Partner and/or any of Partner's Controlled/Controlling Persons;
 - (f) an event or several interrelated or unrelated events, which, in the Customer's justified opinion, shall probably have Material Adverse Impact on Partner and/or Partner's Controlled/Controlling Person occur;
- 16.2. In the Event of Premature Termination, Party, in which such event occurred or it is probable that it shall occur, shall be obliged to forthwith deliver a written notification of such event to another Party.
- 16.3. Should any Event of Premature Termination occur and Party, in which such event occurred, or related to such Event of Premature Termination, fail to eliminate/fix such fact constituting Event of Premature Termination within 30 (thirty) days since the delivery of a written notification of another Party requiring to do so, after the expiry of such 30 (thirty) day period, another Party shall be entitled to immediately withdraw from the Agreement in form of a written notification delivered to Party, in which such event occurred, or to which such Event of Premature Termination is related. The withdrawal from the Agreement shall become effective and the Agreement shall expire on a date of delivery of such written notification to Party, in which such event occurred, or to which such Event of Premature Termination is related, unless otherwise agreed. Other conditions of withdrawal from the Agreement and its effects shall be governed by relevant provisions of the Commercial Code, unless otherwise agreed (Item 15.4 GTC shall apply accordingly).
- 16.4. Should a valid decision of the National Bank of Slovakia or any other body supervising activities of the Customer determine, that the Customer shall terminate validity of the Agreement, or should Goods/Service prove under legal regulations valid at the time of entering into the Agreement to be unsuitable for usage by the Customer as a banking institution (provided that the Customer is Všeobecná úverová banka, a.s.) and/or as an institution providing financial/other Services or if it appears that the Partner fails to comply or during the fulfillment of the Contract did not comply to anti-corruption legislation, the Customer shall be entitled to withdraw from the Agreement immediately. Other conditions of withdrawal and effects thereof shall be governed by relevant provisions of the Commercial Code, unless otherwise agreed (Item 15.4 GTC shall apply accordingly) other rights of the customer are not affected.

17. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY

- 17.1. Confidential Information provided, delivered, reported, made available or otherwise acquired by the Party from the counterparty or from counterparty's entrusted person based on or in any connection with the Agreement may be solely used for provision of the Deliverables. The Parties undertake to keep the Confidential Information, as well as those provided, delivered, reported, made available and/or otherwise acquired by the Parties based on or in connection with the Agreement, secret and confidential and protect the information against misuse, damages,

impairment, loss, misappropriation also after expiry of the validity and effective period of the Agreement. The Party may not provide, deliver, report, make available, publish, distribute, disclose and use the information otherwise than for purposes of provision of the Deliverables upon prior written consent therewith issued by counter party, and also after expiry of the validity and effective period of the Agreement, except for instances, when the information has been provided/ delivered/ reported/ made available to:

- (a) Party's expert advisors (including legal advisors, tax and account consultants and other advisors, auditors or third persons, by which the Customer shall analyse, test, operate, implement copy, publish, decompile, connect, transfer, translate, implement, customize, modify and/or edit the Object of Intellectual Property under the Article 13 GTC) who are either bound by a general professional non-disclosure clause stated or imposed by legislative legal regulations or legal regulations or those who have entered into the Confidentiality Agreement with the Party,
 - (b) persons belonging to the Customer's Group.
- 17.2. The confidentiality and nondisclosure provisions regarding Confidential Information shall not apply to information which:
- (a) has been disclosed as non-confidential before signing the Agreement, which must be proven by underlying documents that will confirm the above fact;
 - (b) shall be disclosed under statutory requirement, court or prosecutor's ruling, or upon decision of any authority of public administration, whereas in such a case, the Party, who is obliged to provide the information shall forthwith deliver to another Party a written notice prior effective disclosure of this information and disclose the information for such purpose only;
 - (c) are or may be acquired from legally freely accessible sources, whereas such information were acquired by such source without occurrence of unacceptable leak of information.
- 17.3. The Parties shall ensure duly and timely classifying and non-disclosing of the Confidential information and keeping the confidentiality obligation under the generally binding, applicable and practicable and preserved regulations, principles and common practices governing the classification and non-disclosure of the above information.
- 17.4. The Parties shall also ensure duly and timely classifying and non-disclosing of the Confidential information and keeping the confidentiality obligation with its staff and statutory bodies, members of the statutory bodies, supervisory bodies, members of the supervisory bodies, representatives, mandataries, Subsuppliers and other cooperating third parties involved, provided that such Confidential information has been provided, delivered, reported and/or otherwise disclosed and/or made available to such persons in compliance with this GTC and the Agreement.
- 17.5. For avoidance of any doubts, nothing in this Article 17 GTC shall restrict the Customer in usage of the Object of Intellectual Property under the Article 13 GTC, in granting a sub-license for third party under Article 13 GTC and in use of such Object of Intellectual Property by a third party under the granted sub/license.
- 17.6. Without prejudice to any other provisions, Partner undertakes not to (i) make any statements or representations for any media and (ii) make any public statements in connection with the Agreement or in connection with information, which Partner obtains under the Agreement. Partner undertakes to secure this also by any member of Partner Personnel.
- 17.7. Notwithstanding any provisions to the contrary, the Customer is entitled to provide Partner's Confidential information to regulatory authority of Customer (e.g. Slovak National Bank).

18. CUSTOMER'S DATA

- 18.1. The Partner acknowledges that the Customer's Data is the property of the Customer and the Customer reserves all Intellectual Property Rights which may subsist in the Customer's Data and also in case if the Customer's Data become a part of Partner's infrastructure. Unless expressly agreed otherwise by the Parties, Partner undertakes not take the Customer's Data out of the seat of the Customer by any means, nor shall the Partner send the Customer's Data out of the seat of the Customer. Partner shall keep and store the Customer's Data encrypted, so that the information shall not be misused by any means.
- 18.2. Partner is hereby authorized to have access to and to make use of the Customer's Data during the term of this Agreement as is appropriate for the performance of Partner's obligations under the Agreement. Partner shall not use the Customer's Data for any purpose other than providing deliverables under the Agreement and shall not disclose it to any third party without the prior approval of the Customer except where permitted under this Agreement or required by a regulatory authority of Customer (e.g. Slovak National Bank) or by law.
- 18.3. If at any time through the performing the Deliverables, the Partner is deemed, to be the first owner of the database right or other Intellectual Property Rights to any of the Customer's Data and the Partner shall forthwith transfer all Intellectual Property Rights to such Customer's Data to the Customer including, the property copyright, the right of creator of database and any other rights to take action for any past, present and future damages and other

remedies in respect of any infringement. The Partner shall execute such documents, and shall take such actions which the Customer considers to be reasonably necessary to give effect to this Item GTC and shall exercise all reasonable efforts to procure that such documents shall be executed and such actions shall be taken by any Subsupplier.

- 18.4. Should due to the fact that Partner does not apply with the Agreement or because of other act or omission of the Partner (except an act or negligence performed in compliance with applicable law) any of the Customer's Data is corrupted, lost or sufficiently degraded as to be unusable, the Partner will, at its own cost and so far as it is reasonably capable, carry out such remedial action to restore the Customer's Data as the Customer may reasonably require (without in anyway limiting the Customer's rights or remedies). In other circumstances, the Partner shall nevertheless carry out so far as reasonably capable such remedial actions as may be reasonably necessary to restore the Customer's Data.
- 18.5. Should the Party under the Agreement process the personal data and such data provide to the other Party or to any other third party, prior mentioned Party shall before provision of personal data fulfil all appurtenances of the Act on protection of personal data as amended.
- 18.6. Should the Partner provide deliverables for more banks at the same time, Partner undertakes to secure separate maintenance of information about Customer's Clients, which form bank secret.

19. OFF-SETTING

- 19.1. The Partner shall explicitly agree that the Customer may at any time offset its receivable due from the Partner under the Agreement against any receivable payable by the Customer to the Partner, notwithstanding maturity of Partner's receivable due to the Customer as of the offsetting date.

20. WAIVER

- 20.1. Non-enforcement of any right, based on and/or in relation to the Agreement by the Party or delayed enforcement shall not be deemed waiver of this right. Any waiver of the right according to and/or based on the Agreement enforced by the Contracting Party will be effective only if made in writing and served on the counterparty to this Agreement. Any waiver of right according to and based on the Agreement enforced by the Party shall not be deemed a waiver of any other right according to and based on and/or in relation to the Agreement enforced by the Party.
- 20.2. Pursuant to the Agreement and GTC extension of the performance period for a specific commitment under the Agreement and/or GTC shall not be understood extension of performance period set for any other obligation under the Agreement and/or GTC.

21. SEVERABILITY OF PROVISIONS

- 21.1. The individual provisions of the Agreement and GTC shall be enforceable severally, whereas, the invalidity/unenforceability of any of these provisions shall not impair validity and/or enforceability of the remaining provisions of the Agreement/GTC.
- 21.2. Should any of the provisions of the Agreement or GTC becomes invalid and/or unenforceable under general legal regulations of the Slovak Republic, the validity and/or enforceability of other provisions of the Agreement/GTC shall survive intact and the Parties hereby undertake to forthwith initiate discussions in good faith and agree on replacement of such invalid/unenforceable provision by a new provision having effects as similar as possible comparing to the original provision, while preferably taking into account context and overall legal and economic purpose of such provision and the whole Agreement /GTC.

22. ACCEPTANCE OF THE WORK AS A CONTRACTED PERFORMANCE

- 22.1. In case that under the Agreement the tests are required to confirm the delivery/provision of Goods/Services making up the contracted work, the performed work shall be deemed accepted by Customer after the tests are successfully passed and Acceptance Protocol is issued by the Customer. Any Software, implemented by the Partner and any Bespoke Software shall be always subject to tests. Should the parties fail to agree on tests, the Customer may (i) unilaterally determine the tests, or (ii) the Customer may withdraw from the whole Agreement or a part thereof, whereas provisions of Item 15.3 shall apply to such withdrawal accordingly.
- 22.2. Unless otherwise stated in the Agreement or agreed, the tests will be carried out in Partner's and Customer's presence, while the Partner shall at first make a demonstration by executing the agreed tests on the work and subsequently, the Customer, within 14 business days from the demonstration of the work, shall verify the work for compliance with the Agreement on its own (by e.g. performing further testing, penetration testing, etc.) to which Partner shall provide the Customer cooperation. No later than elapse of such period (14 Working Days from demonstration of the work), the Customer shall, either (i) serve on the Partner the Acceptance Protocol for such work or (ii) notify the Partner of reasons for non-acceptance of such work. The Partner shall forthwith eliminate the contested failures on the work. Subsequently, however not later than 7 business days from Customer's notification the Partner shall invite the Customer to re-tests (unless other period has been agreed by the Parties).

- 22.3. Should the Customer fail to accept the work after the third procedure according the previous Item 22.2 GTC, the Customer shall be entitled to withdraw from the Agreement, whereas provisions of Item 15.3 shall apply to such withdrawal accordingly.
- 22.4. Irrespective the above mentioned, the work supplied to the Customer shall be deemed accepted by Customer, if:
- (a) the Customer fails to execute the tests within additional period of 30 days after the Partner notifies the Customer that the work is ready for testing; or
 - (b) regarding work supplied to the Customer duly and timely, the Customer fails to notify the Partner of reasons for non-acceptance within 30 days after execution of the tests and also within the same period fails to serve the Acceptance Protocol on the Partner; or
 - (c) regarding the work supplied to the Customer duly and timely, the Customer uses the work in commercial operation without Partner's consent.
- 22.5. The partner is aware and takes a note, that in event of sequential – functionally linked –performances of deliverables under the Agreement by the Partner, the Customer, within the acceptance process regarding deliverables (i.e. different then the final deliverable) is not in able to assess compatibility and applicability of such deliverable for purposes of the following deliverable. Therefore, the Acceptance Protocol related to such deliverable issued by the Customer shall not be understood acceptance of the suitability of any solution or procedure, which is subject to acceptance in relation to the following deliverable, which the Partner has been or shall have been aware of during the process of acceptance by the Customer. Should the deliverable after the acceptance prove to be incompatible with respect to the following deliverables, the Partner shall forthwith and at its costs modify/replenish/replace such a deliverable provided by the Partner, as to make it compatible for the connected deliverables, and also in case when such connected deliverable was supplied to the Customer by a third person. Customer's right to claim damages due to delivery of incompatible deliverable (especially procurement costs associated with compatible Hardware or Software) shall not be effected. After deliverable delivered by the Partners, if feasible upon Customer's reasonable discretion, the Customer shall assign on the Partner rights related to such incompatible deliverable.
- 22.6. The Liaison Persons of the Parties are obliged to confirm by signing the Acceptance Protocol duly, timely, faultless and complete delivery/provision of the Goods/Service by the Partner to the Customer in compliance with, in scope of, in quality, in manner and under other conditions stated in GTC and the Agreement, viz. forthwith after that occurred.

23. **SUBSUPPLIER AND PARTNER PERSONNEL**

- 23.1. **Partner Personnel** means all employees, agents, intermediaries, consultants and sub-contractors to the Partner involved in the provision of deliverables under the Agreement pre-approved by the Customer. The Partner undertakes that Partner's Personnel shall consist of only suitably skilled and experienced staff.
- 23.2. The Customer shall be entitled to request termination of engagement of a member of Partner Personnel, if, in Customer's opinion, continuous engagement of such person might jeopardize security of Customer's operations or person belonging to the Customer's Group, jeopardize the quality of the Goods/Services or cause harm to Customer's or person's belonging to the Customer's Group reputation. In all the aforementioned instances, the Customer shall specify the reasons of its request and provide, to the extent as may be feasible, details of particular incidences. The Partner shall forthwith after receipt of such Customer's request terminate the engagement of a member of Partner Personnel so that the member no longer be engaged in the Agreement performance whereas abovementioned shall have no effect on quality of delivered Goods and/or provided Services at all.
- 23.3. At signing the Agreement, the Partner shall present to the Customer a List of Partner Personnel and any other information the Customer may request and shall arrange that the Customer will be immediately informed about any changes made to Partner Personnel.
- 23.4. Unless otherwise agreed by the Parties in the Agreement, the Partner shall not be entitled to authorize Subsupplier to deliver/provide the Goods/Service. Should it be agreed by the Parties in the Agreement that Partner is entitled to authorize Subsupplier to deliver/provide the Goods/Service, the Partner shall be responsible for delivery/provision of the Goods/Service in full extent as if the Goods/Service was delivered/provided by Partner on its own and all duties, obligations, declarations, warranties and responsibilities of the Partner stated or arising from GTC and the Agreement shall remain intact in full extent. The Partner is obliged to contractually ensure the fulfilment and preservation of such duties, obligations, declarations, warranties and responsibilities (including confidentiality) by the Subsupplier.
- 23.5. Each Subsupplier must be accepted by Customer in advance in writing. The exact identification of the Subsupplier, declaration about the object of the deliverable and declaration that the Subsupplier has applied with the Agreement (namely with the provisions about Confidentiality) shall be attached to the written request on acceptance of the Subsupplier. Upon Customer's request the Partner shall forthwith provide the Customer with additional information reasonably requested by the Customer.

- 23.6. Partner guarantees and represents, that Subsupplier shall not use other supplier without prior written consent of the Customer.

24. AGREEMENT AND MODIFICATIONS

- 24.1. This Agreement shall supersede any and all preceding oral and written agreements, pacts, representations and negotiations of the Parties regarding subject and content of this Agreement directly or indirectly expressed, if effected by Parties.
- 24.2. Any modification, amendments and/or supplements to the Agreement shall be made only upon agreement of Parties in form of written and numbered amendments to the Agreement signed by the Parties, except changes according the Item 24.3 GTC.
- 24.3. Party may change its Contact Information and/or Contact Person by means of written notice delivered to the other Party at least 5 (five) Days prior such change comes into effect. This shall not apply, should the other Party declare it does not insist on application of such 5-day period.

25. CHANGE TO THE CONTACTING PARTIES

- 25.1. Unless otherwise agreed, no Party shall be allowed to assign/transfer the Agreement, any part thereof or any right and/or obligation whatsoever arising from the Agreement onto the third party (including the Price-related receivable or part thereof) only upon explicit written consent of another Party. Abovementioned restriction does not apply to transfer of rights and obligations of the Customer under the Agreement, any part thereof and/or any obligation implying therefrom on a person belonging to the Customer's Group. Any assignment /transfer infringing this Article GTC shall be deemed invalid and ineffective since executed.

26. DISCHARGE OF AGREEMENT

- 26.1. The Agreement/ relevant part thereof shall be discharged:
- (a) if Agreement or part thereof entered into for fixed period, after expiry of the contracted period; or
 - (b) upon written agreement by Parties, in which method of settlement of mutual obligations arising from the Agreement or part thereof shall be specified; or
 - (c) upon written notice of withdrawal from the Agreement or part thereof under the Items 15.3 and/or 16.3 and/or 16.4 and/or 22.1 and/or 22.3 GTC; or
 - (d) upon written notice of termination of the Agreement/ relevant part thereof as the case may be, without specified reason, if a recurrent performance (especially provision of Maintenance and Support) agreed for indefinite or definite period of time constitutes subject of the Agreement/part thereof; in such instances the notice of termination shall apply to recurrent performance only. Unless otherwise agreed by the Parties herein, notice period is 3 (three) calendar months and commences on the first day of the calendar month following the month in which the written notice of termination has been delivered to the other Party, unless the Party defines other day of commencement of termination period in the termination notice. The Agreement (relevant part thereof as the case may be) is discharged upon elapsing of the notice period; or
 - (e) upon written notice of termination of part of the Agreement presented by the Customer if the Customer has indicated in the notice, that the notice is applicable to such Goods/Services which the Partner did not deliver/provide to the Customer by the date of delivery of the termination notice; in such a case the Customer shall pay to the Partner only Price of the Goods/Services duly delivered/provided to the Customer until the date the termination notice was delivered to the Partner; or
 - (f) upon written notice of termination of the Agreement or a part thereof presented by the Customer after the Force Majeure Event, which impede the fulfilment of Partner's obligations to the Customer, and which will not or could not be resolved within 90 days; or
 - (g) upon written notice of termination of the Agreement presented by the Customer if the Agreement presupposed further agreement between the Parties and if such agreement is not concluded within 15 days after the Customer delivers to the Partner the notice to conclude such agreement; or
 - (h) due to other reasons specified in the Agreement .
- 26.2. Should the reason of withdrawal relate to part of the Deliverables, the Customer may withdraw also from the residual parts thereof (i) which are functionally related to a part of Deliverables constituting reason of withdrawal of the Agreement, or (ii) which are upon Customer's discretion irrelevant for the Customer without performance of a part of the Deliverable which is subject to withdrawal.
- 26.3. Under any circumstances under which the Customer may terminate this Agreement, the Customer may instead elect to terminate any one or more Services, to which the material or persistent breach or breaches is related, that can be terminated without having a material overall impact on the ability of the Partner to provide the remaining Service and the Price of the Service will be amended to reflect the partial termination of the Service. The notice period for the termination of one or more Service will be the same as under the applicable notice period for termination of the Agreement regarding such Service.

27. COMMUNICATION AND ELECTRONIC COMMUNICATION

- 27.1. Unless otherwise stated in the Agreement, any notification, application, request, proposal, approval /disapproval, notice of withdrawal, termination and any or other formal communication anticipated, requested or permitted by the Agreement shall be executed in writing and shall be served on the Party by post, express courier, e-mail or fax on the Party's Contact Information or handed over in person to the Party's Liaison Person or other agreed upon form of electronic communication and shall be deemed delivered (a) on the date of delivery or on the date of handover refusal, if the delivery has been severed in person or by express courier service; or (b) on the day of delivery of the notice, however not later than at 10:00 a.m. on the third Business Day after dispatching, if sent out by post or fax (including the instances when the addressee has not been found or the notice has been returned as undeliverable); or (c) at the moment the e-mail message or other agreed upon form of electronic communication has been sent, provided that the sender did not obtain the automatic "undeliverable message" warning within 24 hours or other agreed upon form of electronic communication or after sending the e-mail.
- 27.2. It is not allowed to modify/withdraw from/ terminate the Agreement via e-mail message. It is not allowed to deliver important messages since the moment when Party has one-sidedly informed other Party about restriction on delivery of the important messages via e-mail.
- 27.3. In event of e-mail communication between the Parties, each Party undertakes to (i) confirm to another Party via e-mail receipt of every important e-mail (with the exception of sending electronic invoices in accordance with the Item 6.6 of GTC) or receipt of the important e-mail, which the sending Party requested delivery confirmation for, (ii) forthwith check the content and authenticity of delivered e-mail and in case of any doubt send the counterparty notice on the breach of content or authenticity of such e-mail and not take any actions based on such e-mail until receipt of an instruction from sending Party. The Party which sent an e-mail and requested the confirmation of receipt is not obliged to take any action in accordance with sent data, until the confirmation of receipt is delivered. In case that confirmation of receipt will not be delivered to the sending Party within 2 Working Days, such sending Party shall deem the e-mail undelivered and shall forthwith inform about such fact the other Party in writing (but not via e-mail).
- 27.4. If not agreed otherwise. The Parties are obliged
- (a) if the nature of content of electronic communication so requires, to ensure and implement such procedures that security of the data sent via electronically and security against unauthorized access, modification, default, destruction and loss of such data is ensured;
 - (b) to send e-mail or other agreed electronic communication that contains bank secret, business secret, tax secret, classified information, personal data, , data defined as "confidential", "sensitive" or any other sensitive data only if encrypted and electronically signed in manner agreed by the Parties;
 - (c) to ensure proper storage of e-mails that materially relates to this Agreement and the Deliverables for a period that is relevant for the settlement of the mutual rights and obligation of the Parties that stems from this Agreement;
 - (d) to ensure that data received via e-mail are stored in a format, in which originally sent and received;
 - (e) to ensure that all data presented in e-mail are easily and promptly readable in man's readable format and can be duly printed;
 - (f) to have disposal of equipment, software and services, which are essential to send, receive, translate, save and store e-mails, and
 - (g) to use standard norms of reference structure of electronic data exchange.
- 27.5. The Parties undertake not to question the trustworthiness of electronic communication between the Parties only because of the reason that data have been delivered via e-mail. By questioning the electronic communication, the Party questioning the content and/or origin of electronic communication is obliged to provide the evidence to the contrary.
- 27.6. Should the Party send, make accessible or hand-over electronic document signed by electronic signature of the handing-over Party to other Party, the handing-over Party is upon receiving Party request obliged to forthwith provide the receiving Party with certificate (i.e. also public key) by which it can be validated that handing-over Party has signed such document electronically. Handing-over Party is obliged to (i) ensure, that the private key, handing-over Party uses to create electronic signature, will not be misused (ii) inform receiving Party about termination of validity of any certificate which defines the public key, receiving Party uses for verification that handing-over Party electronically signed the document.

28. AGREEMENT IN FAVOR OF THE PERSONS BELONGING TO THE CUSTOMER'S GROUP

- 28.1. Upon Customer's consent the rights under the Agreement may also be claimed against the Partner by third persons, in favor of which the Agreement is entered into. The Agreement in favour of the third persons may be

changed upon agreement between Customer and Partner without consent of such third persons provided that such agreement shall not affect the rights of the third persons claimed prior to such agreement came into force.

- 28.2. Upon Order or other document in which any of the person belonging to the Customer's Group with its registered seat in Slovak Republic or Czech Republic (hereinafter as "**Entitled Person**") makes reference to the Agreement, the Partner undertakes to deliver/provide the Goods/Service to such Entitled Person in compliance with, in scope of, quality, and method, and under price and other conditions specified in the GTC and the Agreement. The Customer shall confirm the Partner upon Partner's request that the Entitled Person is involved. Specific provisions (other than stated in the Agreement) shall be confirmed by the Partner to the Entitled Person in accepted the Order or in other document. For such purposes the Customer is entitled to provide the Entitled Person with a copy of this Agreement, which shall be deemed original of the Agreement, unless proved otherwise.
- 28.3. The Parties agreed that any change of the Agreement (mainly amendments) made between the Partner and Customer shall also be applied on the legal relation between the Partner and Entitled Person. For this purpose the Entitled Person empowers the Customer to act on the Entitled Person's behalf. The Entitled Person expressly agrees that the Customer may act on the Entitled Person's behalf also by its employees or other statutory officers which conduct on the behalf of the Customer in the same matters.
- 28.4. For avoidance of any doubt, no Parties on the Customer's side shall be obliged jointly and inseparably according the Agreement. The Parties have agreed that the Customer shall bear no responsibility for actions or omission of the persons in favor of which this Agreement is entered into.

29. **FORCE MAJEURE**

- 29.1. With the exception under the Article 30 GTC the Partner shall not be liable to the other Party for any delay or non-performance of its obligations under the Agreement arising from any event beyond its reasonable control, and including without limitation:
- (a) war, invasion, act of foreign enemy, civil war, rebellion, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - (b) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (c) radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, or other nuclear assembly or nuclear component thereof; and
 - (d) any weapon of war, employing nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (in GTC and in the Agreement each a **Force Majeure Event**).
- 29.2. For the avoidance of doubt industrial disputes whose resolution is in the reasonable control of the Partner or Subsupplier are not Force Majeure Events nor are events which could reasonably have been planned for or avoided.
- 29.3. The Partner will take all reasonable precautions, and implement all reasonable alternative measures in accordance with Good Industry Practice to avoid or mitigate the effects of any Force Majeure Event. The Partner will, and will procure that each Subsupplier will, use its reasonable endeavours to mitigate its ongoing costs of delivery/providing of the Goods/Service and the costs of avoiding or mitigating the effects of any Force Majeure Event. If in taking those actions the Partner and/or the Subsupplier incurs any additional costs, the Partner may raise a Change Request which will not be unreasonably delayed or refused.
- 29.4. Should the affected Party promptly notify the other Party in writing of the cause and the likely duration of the delay or non-performance, and provided that the affected Party will use all reasonable efforts to recommence performance whenever possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party's obligations, to the extent affected by the cause, will be suspended during the period that the cause persists provided that the Customer may exercise its right to terminate the Agreement in accordance with the Item 26.1(f) GTC.
- 29.5. The Customer will not be obliged to pay the Price in respect of any element of the Goods/Service that the Partner is excused from delivering/providing pursuant to this Article 29 GTC or any element of the Goods/Service the delivery/provision of which is suspended due to the Force Majeure Event.

30. INTENTIONALLY RELEASED**31. INTENTIONALLY RELEASED****32. GOVERNING LAW AND COMPETENT COURT**

32.1. The Agreement, its interpretation and relations arising therefrom shall be governed by the general legal regulations of the Slovak Republic whereas the Parties agreed, that the application of any provision of any general legal regulations of the Slovak Republic, which is not cogent, is expressly excluded therefrom to the extent to which its application could alter (fully or partially) the meaning, purpose and/or interpretation of any provision of the Agreement and /or GTC. Parties agreed that the UN Convention on Contracts for the International Sale of Goods (CISG) sale shall not apply.

32.2. Any dispute, claim and/or conflict arising out of or in connection with the Agreement (including all disputes regarding its conclusion, validity, effectiveness, existence and/or termination) shall be preferably settled by discussions of the Parties held in good faith and with honest intention. Should the Parties fail to resolve the dispute, discrepancy and/or conflict by mutual discussions within 30 (thirty) days after their commencement, any of the Parties shall be entitled to approach the Slovak court. Except cases, when prohibited by applicable law, the Parties agree that the exclusive competency to rule on disputes arising from the Agreement and any dispute relating to the Contract (including disputes for damages) shall be given by the Slovak courts, provided that, Partner or its organizational unit has its registered office or place of business outside the territory of the Slovak Republic, the Customer is also entitled to file a claim also on another court.

33. LANGUAGE AND EXECUTION

33.1. If the Agreement has been executed in the Slovak and English language, and in case of any discrepancy between the wordings of the Agreement, the Slovak wording shall prevail. Each Party declares that it obtained one copy of the Agreement. In case the Agreement has been executed in the Slovak and English language, each Party declares, that it obtained one copy in each of the languages. The annexes to the Agreement may be executed in English or Slovak language, irrespective of language in which the Agreement has been executed. The copy (photocopy or scan) of the Agreement shall also be deemed wording of the Agreement having the effect and force of original, unless proved otherwise.

34. EFFECTIVE DATE

34.1. The Agreement becomes effective as of the date indicated on the first page of this Agreement.

35. CLOSING PROVISIONS

35.1. The Parties hereby declare to have legal capacity for legal acts to full extent and there is no restriction whatsoever on their legal leeway. Furthermore, the Parties hereby confirm that they have entered into the Agreement based on their real, free and serious will, which they clearly and comprehensibly expressed, the Agreement has been entered into with honest intention and in good faith have not entered into the Agreement by error, in duress or under apparently unfavourable conditions, they have read the Agreement, understood its content and in witness whereof the Parties signed this Agreement. Partner further declares it had an opportunity to agree on changes of GTC with the Customer.

WHISTLE BLOWING POLICY

Should the Partner within the competitive tendering/procurement procedure or within the fulfilment of the Agreement entertain any suspicion, that any Customer's employee or any person affiliated to the Customer in connection with the Agreement or in other way, has breached legal regulations or Customer's internal regulations (e.g. information misuse in business relations, fraud, extortion, defalcation, corruption), the Partner has the opportunity to contact Všeobecná úverová banka, a.s. on e-mail: podnety@vub.sk to file a motion to investigate the matter.