General Terms and Conditions for Purchasing by the Deutsche Telekom Group

(GTC Purchasing)

Part A: Deutsche Telekom Group applicable terms

1. Area of Application

(1) These General Terms and Conditions for Purchasing (hereinafter referred to as "GTC Purchasing") and any other contractual terms and conditions indicated in the Order (as defined below) shall apply exclusively to the Order and to the exclusion of any other terms that Contractor seeks to impose, incorporate, or which are implied by trade, custom, practice or course of dealing.

(2) Only orders, calls, contracts, etc. (hereinafter referred to as an "Order") and other declarations of intent which are placed in writing by a procurement unit of Deutsche Telekom AG (hereinafter referred to as "DTAG") or a group company within the meaning of Article 1, Section (3) (hereinafter referred to as "Customer") shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by Customer for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via an Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it ("NB e-commerce" published on www.suppliers.telekom.de).

(3) If Customer and Contractor have entered into a frame agreement with reference to these GTC Purchasing, DTAG and all companies affiliated worldwide in which DTAG, directly or indirectly, holds at least 25% of the shares and/or has management control shall be beneficiaries and thus shall be entitled to place Orders under such frame agreements.

2. Parts of the Agreement, Order of Precedence

(1) The following documents shall be integral parts of the agreement in the order of precedence as set forth below:
   a) the Order;
   b) the specifications;
   c) these GTC Purchasing (consisting of Part A and country specific terms and conditions set out in Part B, while in case of inconsistencies Part B shall prevail); and
   d) the "Supplier Code of Conduct (DTAG Supplier Code of Conduct) "in its most current version (hereinafter referred to as "Code of Conduct", published on www.suppliers.telekom.de).

3. Environmental Protection and Information Security

(1) The Contractor shall adhere to all applicable laws, regulations, decrees and ordinances with respect to the delivery of goods or the provision of services.

(2) Contractor is obliged to take back, free of charge, the packaging material and to collect and dispose of it in compliance with local law. Upon request, Contractor shall provide proof of such disposal. If Contractor fails to comply with this obligation, Customer is entitled to have the collection and disposal undertaken at Contractor's expense. Contractor will inform Customer at latest by Order placement if Customer will exceptionally be seen as distributor of packaging materials.

(3) Contractor is obliged to meet all obligations arising from local packaging regulations and provide Customer with proof thereof on request and assume Customer's obligations arising from such packaging regulations and, if such obligations are not transferable, support Customer in meeting these obligations free of change. Should, by way of exception, Customer be regarded as the initial distributor who puts sales packaging filled with goods and typically arising at the private end consumer into circulation for the first time, Contractor shall be obliged to inform Customer of this fact at the latest at the time of placing the Order.

(4) Contractor ensures to comply with all the obligations regarding Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter referred to as "REACH Regulation") imposing on Contractor and Customer at its own expense. If, according to the REACH Regulation, such obligations are not transferable from Customer to Contractor, Contractor shall immediately inform Customer thereof and support Customer free of change in meeting such obligations to the maximum extent possible. If Contractor's registered office is outside of the European Union, Contractor shall, at its own expense, appoint a representative registered within

the European Union that shall comply with the obligations under Article 8 of the REACH Regulation and inform Customer about such appointment.

(5) The Contractor shall adhere to Customer's requirements for information security and, if stipulated in the specification, document the application of an information security management system in accordance with ISO/IEC 27001 or comparable.

(6) Regarding further specific rules see Part B: Country specific terms.

4. Integrity and Cooperation

(1) DTAG has designed core principles and values which demonstrate DTAG´s willingness to share its business ethics, the social and environmental commitments with its suppliers. The Contractor agrees to take all necessary measures to prevent and to sanction any case of active or passive corruption. Details are set forth in the Code of Conduct.

(2) Contractor shall immediately notify Customer in writing as soon as it becomes aware of any actual or likely breach of the Code of Conduct within its area of responsibility, and in particular, to avoid anything that might harm Deutsche Telekom´s Group brand image or endanger its security of supply.

(3) Contractor is obliged to comply with the security provisions of Deutsche Telekom Group (published on www.suppliers.telekom.de) which apply to Contractors and their vicarious agents, and to inform the persons and/or subcontractors deployed to provide the service and to oblige them to do the same.

(4) If work is to be performed at Customer's security-sensitive sites, Contractor shall ensure that only staff who have passed the security check in accordance with local security clearance checks are employed.

(5) Regarding further specific rules see Part B: Country specific terms.

5. Terms of Delivery, Scope of Services, Prices

(1) The price agreed upon in the agreement is either a fixed price or a maximum price (total net) including in each case delivery "free place of destination". The price covers the entire transport, insurance, packaging and other incidental costs and charges through to delivery/setting-up ready for service at the place of receipt/installation site indicated by Customer, unless otherwise agreed.

(2) Unless explicitly agreed otherwise, in case of deliveries from abroad the delivery clause “DDP excl. Import VAT” (Incoterms 2010) named place of destination shall apply, so that import VAT shall be borne by Customer.

(3) The price includes the costs of any installation, integration and transference work which may become necessary and which shall be performed by Contractor without disturbing current operations. If necessary this work shall be undertaken outside normal working hours.

(4) The relevant instructions for the operation, handling, use and service and other documents shall be delivered in the language customary in the country of Customer’s contracting unit. The instructions and documents are included in the price.

(5) Every delivery shall be accompanied by a delivery note or a proof of performance. Delivery notes, proofs of performance and, if specifically agreed, dispatch notes, must contain:
- number, reference number and date of the Order,
- number of any partial delivery/partial performance;
- number and date of the delivery note/proof of performance;
- date of dispatch/ service provision;
- any information on the type and size of the delivery/service provision along with materials numbers and item numbers specified in the Order; and
- mode of dispatch.

(6) If invoicing on an hourly or daily basis is agreed, no further costs in relation to travel, waiting times and/ or travel expenses shall be payable.

(7) Contractor shall offer DTAG and its group companies within the meaning of Article 1, Section (3) its products, work and/or services at the most favorable terms, conditions and prices which Contractor grants to DTAG itself and/or any company of its group worldwide with regard to quantity, quality and market conditions for comparable products, work and/or services. DTAG and its group companies reserve the right to exchange the respective information.

6. Time of Performance

(1) The agreed time of performance is binding.

(2) Early and/or partial performance requires Customer’s express written consent. Any performance effected prior to the agreed date shall not affect the start of a payment period linked to the date of performance.

(3) Contractor shall immediately inform Customer in writing if circumstances arise or become noticeable which could result in failure to meet the agreed time of performance.

(4) The provision of the products, work and/or services in a condition eligible for acceptance shall be authoritative for determining whether the performance has been provided duly on time.

7. Rescission or Termination for Good Cause

(1) Either party may in particular rescind or terminate the agreement for good cause, if a petition for insolvency proceedings has been filed with the court, the other party has suspended payments on a not merely temporary basis, ceases its business operations or the part thereof relevant for the

contractual performance, or if a similar event occurs which corresponds to the aforementioned situations under the laws in effect at the place of business of the affected party.

(2) Regarding further specific rules see Part B: Country specific terms.

8. Liability for Defects

(1) In case of an epidemic failure (frequency of errors significantly above the error frequency rate specified or to be expected normally), Customer shall be entitled to demand that all delivery items in the series concerned be replaced free-of-charge, regardless of whether the defect has already become apparent or not with regard to an individual item of that series. In addition, Contractor shall compensate Customer for any additional costs and expenses that it may have incurred as a result of the epidemic failure (including, but not limited to, the costs and expenses for inspections of incoming goods, logistics, etc.). Customer's other rights and remedies shall remain unaffected.

(2) Regarding further specific rules see Part B: Country specific terms.

9. Rights of Use

(1) Contractor shall grant Customer the non-exclusive, global, irrevocable, transferable, worldwide and unrestricted right of use of the software covered by the agreed remuneration to fully use the software included to perform the functions included in its scope of service. Customer may at any time obtain further licenses with the same rights of use. Customer may make copies to the necessary extent for training, back-up and archival purposes.

(2) To the extent that the performance involves an individual service for Customer, Customer shall obtain an exclusive, irrevocable, transferable right of use which is not limited in time, territory or content and which is covered by the remuneration. Such right of use includes (without being limited to) the right to publish the documents completely or parts thereof, and duplicate, alter or process them including (without being limited to) making further use of them for follow-up agreements with third parties.

(3) Contractor is obligated to immediately – at latest upon the delivery of goods or the provisioning of services - notify Customer in writing if open source software is to be used and which licensing terms and conditions shall apply. Article 10 shall apply accordingly.

10. Third Party Right

(1) Contractor guarantees that no intellectual property rights of third parties exist which conflict with the intended use of the contractual services by Customer and that no further licenses, approvals, consent or payments are required in association with intellectual property rights of third parties so that Customer can use the contractual services as stipulated in this Agreement or in the relevant Order.

(2) Each party shall immediately notify the other party of any claim related to said third party intellectual property rights made or threatened against the other Party and/ or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.

(3) On written request, Contractor shall fully indemnify Customer from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by Customer as a result of the infringement or alleged infringement of any third party intellectual property rights. In addition to these duties, Contractor may, at its own discretion and at its own expense either:

(a) modify or replace the services in a way that prevents third party rights from being infringed or allegedly infringed, however which ensures that the services continue to comply with the contractually agreed requirements in all respects; or

(b) obtain the right for Customer to (further) use of the services in accordance with the agreement.

(4) If Contractor fails to cease the infringement of third party intellectual property rights, Customer shall (at its sole discretion) be entitled to withdraw from the relevant Order and to make claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.

11. Confidentiality, Data Protection

(1) Both parties shall treat in confidence all information from the business of the other party of which they become aware through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within Deutsche Telekom Group.

(2) Contractor shall comply with secrecy of telecommunications and data protection provisions and, in particular, the protection of personal data.

(3) All documents made available to Contractor by Customer shall remain Customer's property. Upon Customer's request Contractor shall return or destroy the documents together with all copies.

(4) Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that Customer may collect and process the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, town and country.

(5) Any mention of Customer as a reference shall require Customer's prior express consent in writing. Once granted, this consent shall continue to be valid until it is withdrawn. Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.

(6) The obligations in this Article 11 shall continue after the expiry of the agreement.

(7) Regarding further specific rules see Part B: Country specific terms.

12. Performance of the Agreement by Third Parties

(1) The deployment of third parties as subcontractors shall require the prior written consent of Customer.

(2) (If Customer gives its consent, Contractor shall ensure that all subcontracts awarded under the relevant Order are drawn up in such a manner that Contractor is fully able to meet its obligations to Customer.

(3) Contractor`s liability shall remain unaffected by the subcontracting, the information on the structure of the subcontracting relationship or the consent to this by Customer.

13. Independent Service Provision

(1) Contractor shall provide the contractual services independently and on its own responsibility.

(2) In principle, Contractor is free to choose the place of performance in providing its services. However, if the project requires the services to be provided, in part, on Customer's premises, Contractor shall be prepared to provide the services to this extent in the relevant facilities; the parties shall agree on the relevant place of performance, taking the project requirements into account.

(3) Contractor is solely responsible for providing instructions to its employees and those of the subcontractors it engages. Contractor is free to organize the provision of its services and to schedule its activities. If required by the project Contractor shall cooperate with other parties involved in the project to coordinate activities and meet agreed deadlines.

14. Invoices, Terms of Payment

(1) Invoices shall be submitted after the service has been provided in full.

(2) Invoices shall be sent solely to the invoice address specified in the Order.

(3) Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular invoice line items must match order items. As a rule upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront, partial, partial final and final invoice are to be marked as such and listed individually in numbered sequence. The invoice shall contain Customer`s business unit placing the Order, Order number and the place of receipt and, in case of services, the proof of performance. The invoice shall be in accordance with the applicable local taxation law. If the invoice does not comply with the aforementioned requirements, Customer reserves the right to return the outstanding invoice in order for Contractor to complete or correct it. In such a case, the payment period shall begin only after the completed or corrected invoice has been received by Customer. Even if Customer does not make use of the aforementioned proviso, Customer shall not be responsible for any delay in payment. The invoice with the address given in the Order shall not be issued before the day of performance in accordance with the agreement.

(4) Amendments and supplements to the agreement shall only be paid for if agreed upon in writing before being carried out.

(5) The prices agreed are net prices. If applicable, value added tax to the statutory amount shall be added.

(6) The invoice shall not be paid before the service has been provided.

(7) Unconditional payment of the invoiced amount by Customer does not constitute recognition of Contractor's services as being in accordance with the agreement.

(8) Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities on account for Contractor unless a valid certificate of exemption is provided by Contractor.

(9) Regarding further specific rules see Part B: Country specific terms.

15. Assignment of Claims

(1) Customer shall be entitled to assign its rights and obligations arising from the agreement individually or in whole to any group company within the meaning of Article 1, Section (3). Such an assignment shall not require Contractor's consent.
(2) Regarding further specific rules see Part B: Country specific terms.

16. Set-off

(1) Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with Customer.

(2) Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

17. Foreign Trade Regulations

(1) Contractor shall be accountable for the compliance with all applicable foreign trade regulations in connection with a delivery and, in particular, for obtaining all authorizations required under export laws on its own responsibility and at its own expense.

(2) For any delivery of goods, Contractor shall provide Customer with the following information:
a) Statistical Commodity Code in accordance with the Harmonized System of the World Customs Organization (WCO);

b) Country of origin of the goods (where applicable, in accordance with EU preferential agreements); and
c) Any foreign trade information and documents relevant for shipment (weight of the goods, customs number, VAT ID).

The information defined under a) and b) shall be provided as either as separate information prior to shipment or, at the latest, as an annotation on Contractor's invoices.

(3) If Contractor delivers goods of U.S. origin or primarily of U.S. origin, it shall be obliged to provide Customer with the Export Classification Number (ECCN) and to identify any applicable "license regulations" or "license exceptions" according to U.S. re-export laws.

(4) To the extent that Contractor has obtained goods and/ or services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and that they have been exported, imported or introduced under observation of and in compliance with the legal export regulations of the country of manufacture/dispatch.

18. Final Provisions

(1) The place of performance shall be the place of final destination indicated by Customer.

(2) Notwithstanding the legal invalidity of individual items, the remainder of the agreement shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.

(3) Regarding further specific rules see Part B: Country specific terms.

General Terms and Conditions for Purchasing by the Deutsche Telekom Group

(GTC Purchasing)

Part B: Specific terms for the Slovak republic

1. Area of Application

(1) These General Terms and Conditions for Purchasing, Part B shall apply for contractual relationships between Slovak Telekom, a.s. (hereinafter „Customer“) and other contractual party (hereinafter “Contractor“) arising out of their commercial activity, particularly including purchase orders placed by Customer, which have been accepted by Contractor, purchasing contracts, contracts for work and other contracts according to Part Three, Chapter II of the Act No 513/1991 Coll. Commercial Code as amended, as well as any other contracts concluded between Customer and Contractor (hereinafter „Agreement“), whose subject is, particularly, supply of movables (goods), creation of work and/or provision of services (hereinafter “Services”) by Contractor to Customer (hereinafter „Performance“).

2. Formation of Contractual Relationship

(1) A contractual relationship between Customer and Contractor shall arise:
   a) Upon signature of a written copy of the Agreement by both parties, or
   b) Upon delivery of a written acceptance of the Order, unless otherwise stated below.

(2) The Order is a commercial document representing official request issued by Customer to Contractor identifying type, quantity and price for the requested goods and services. The Agreement is deemed to be concluded upon acceptance of the Order by Contractor in written form; Contractor thereby accepts the terms and conditions as proposed by Customer in the Order and these GTC Purchasing. Unless otherwise agreed, Contractor is obliged to accept the Order in writing within three (3) days from the receipt of particular Order by Contractor, but not later than 30 days from the proven dispatch of the Order by Customer. Should Contractor fail to accept the Order in writing within specified period, no contractual relationship between Customer and Contractor shall arise and, upon expiration of this period, Customer shall not be bound by such Order, unless Contractor provides the performance according to relevant Order within period for acceptance of this Order or within required delivery date according to such Order; this shall be considered to be unconditional acceptance of the Order.

3. Contents of the Agreement

(1) Each Agreement shall contain basic identification data of the parties according to their entry into the Commercial Register or Trade Register, or another register set out by law, including TAX Id (Tax Identification Number) and VAT Id (VAT Identification Number), whereas Contractor is, no later than on the day of formation of contractual relationship, obliged to prove to Customer its authorization to conduct entrepreneurial activity within the specified scope of business by an extract from the Commercial Register or Trade Register, or another register set out by law, not older than three (3) months. Contractor is also obliged to notify Customer without undue delay about any change arising on his side, which are subject to entry into the above mentioned registers, otherwise, Contractor shall be liable for any damage thus caused to Customer and Contractor shall compensate Customer for costs, incurred by Customer in this connection.

4. Integrated Management System, Code of Human Rights, Integrity

(1) Contractor shall adhere to the requirements for
   a) Management of quality of goods, materials and services;
   b) Information protection management;
   c) Business continuity management;
   d) Environment protection management;
   e) Energy effectiveness

   If stipulated in the specification, Contractor shall document application of one or multiple management systems implemented in accordance with requirements of ISO 9001, ISO 20000-1, ISO 14001, ISO 50001, ISO 27001, ISO 27018 and ISO 22301.

(2) Customer has the right to control/audit either personally or via third party whether the requirement defined by ISO standards have been met.

(3) Customer reserves the right to be informed about all sub-contractors that should participate on provision of Performance according to the Agreement. All sub-contractors are subject to Customer´s approval during the whole lifecycle of the Agreement. Sub-contractor is also obliged to submit documents proving fulfillment of requirements of ISO standards (Art. 4, Section (1) of these GTC Purchasing, Part B).

(4) Contractor is, on demand, obliged to submit a proof of the method of management of sub-contractors participating on provision of Performance as well as records defined by the particular management system.

(5) Contractor is obliged to identify risks related to the Performance according to the Agreement and is obliged to

manage such risks. Contractor is, on demand, obliged to submit records related to management of risks related to Performance.

(6) Within the framework of its corporate responsibility, Customer supports improvement of the environment and energy effectiveness. Therefore, Contractor shall offer to Customer goods with high energy efficiency standard which are compliant with valid EU legislation. Moreover, Contractor undertakes to provide Customer with information concerning energy consumption of individual goods for the purposes of CO_2 emissions reduction.

(7) Contractor undertakes to provide Customer with all necessary information regarding chemical composition of delivered goods, their packaging and further specific information. For this reason, Contractor may be required to:
   i) Provide carbon footprint of the product including at least place of manufacture, its transportation, use and end of life; and
   ii) Fill a questionnaire for the purposes of collection of all relevant environmental information.

(8) Contractor hereby agrees with use of the above information by Customer for its customers. Contractor shall also ensure full compliance of goods/products with all rules applicable in the country of delivery. Contractor shall prove compliance with the above mentioned rules not later than upon delivery.

(9) The contractual parties agreed that in compliance with the rules governing collection and treatment of electronic waste, the status of goods at the end of its life cycle shall be defined in the Agreement.

(10) Contractor also undertakes to meet all obligations of manufacturer of specific products (particularly obligations of manufacturer of electronic equipment, batteries and accumulators, packaging and non-packaging goods) according to Act No 79/2015 Coll. on Waste and on amendments to certain acts as amended (hereinafter "Waste Act"), if the subject of performance according to Agreement is placing of such products on the Slovak market (Contractor or its sub-contractor is, according to the Waste Act, deemed to be manufacturer). Contractor shall inform ST on the manner of fulfilment of its obligations as manufacturer of the specified goods without unnecessary delays after conclusion of the Agreement or, if the contractual relationship is created by acceptance of the Order, upon acceptance of the Order or upon delivery according to the Order, whichever happens earlier. If agreed in the Agreement, that, in exceptional cases, the obligations of manufacturer of specific products will be fulfilled by Customer, Contractor shall instruct, advise and provide necessary cooperation to Customer free of charge, so Customer is able to meet all obligations according to the Waste Act, immediately after Customer´s request.

(11) Contractor undertakes, that the goods will be made and delivered in accordance with Act No 346/2013 Coll. as amended and its implementing regulations (implementation of RoHS Directive No 2011/65/EU into Slovak legislation), particularly concerning dangerous substances content in devices, technical documentation elaboration, issuance of EU declaration of conformity, addition of accompanying documentation, marking of devices, marking of devices or accompanying documentation with CE symbols, model number, batch or serial number, manufacturer and importer´s business names or their trade mark, registered office and the place of business. Contractor also undertakes to adopt corrective measures in order to comply with technical requirements according to the above mentioned Act, including withdrawal of particular goods from market. Contractor shall be liable for damages caused to Customer by breaching of his obligation according to this Section 11 and is obliged to reimburse such damages. Within such reimbursement, Contractor shall reimburse Customer for any sanction imposed to Customer by public authorities for breach of Contractor´s obligations and any other costs incurred by Customer caused by breach of Contractor´s obligations, particularly costs related to performance of corrective measures.

(12) Contractor undertakes to ensure that packaging which forms part of the performance under the Agreement or is used in any way in connection with it complies with Regulation (EU) 2025/40 of the European Parliament and of the Council of 19 December 2024 on packaging and packaging waste, amending Regulation (EU) 2019/1020 and Directive (EU) 2019/904, and repealing Directive 94/62/EC (hereinafter "Packaging Regulation"), including delegated and implementing acts, and related Slovak legislation. Taking into account its role under the Packaging Regulation, Contractor shall in particular:

   a) upon request, promptly provide Customer with all information and all relevant documentation necessary to demonstrate that the packaging complies with the Packaging Regulation and to enable Customer to fulfil its related obligations, and demonstrate fulfilment of Contractor's obligations under the Packaging Regulation and related legislation;

   b) promptly notify Customer in writing of any actual or potential non-compliance of the packaging with the Packaging Regulation;

   c) in the event of non-compliance of the packaging with the Packaging Regulation resulting from any act or omission of Contractor or its subcontractors, promptly take all necessary corrective measures at its own expense, including bringing the packaging into conformity, withdrawing it or recalling it; the taking of corrective measures shall not affect Contractor's liability for any damage incurred by Customer in this connection.

(13) Contractor shall comply with the Code of Human Rights, published on https://www.telekom.sk/o-spolocnosti/nakup.

(14) Contractor is obligated to promptly inform Customer in writing of any actual or potential conflict of interest that may arise during the performance of the Agreement. Such notification must include a detailed description of the situation and the measures taken to eliminate or minimize

the possible impact of the conflict of interest on the performance of the Agreement.

(15) A conflict of interest means any situation in which a personal, family, business, or financial interest or relationship of an employee, representative, or other person acting on behalf of:
i) the contractual party, or
ii) a competitor of Customer, or
iii) a third party, which may threaten or adversely affect the performance of the Agreement
threaten or adversely affect the performance of the Agreement or independent, objective, and fair decision-making related to the Agreement.

Examples of conflict-of-interest situations include, but are not limited to:
a) Family relationships, personal, friendly, or employment or similar relationships between employees and representatives of the contractual parties and/or employees and representatives of Contractor, or a competitor of Customer, or a third party in a position to influence the impartial provision of services under the Agreement, which could lead to favoritism or influence decisions related to the Agreement;
b) Financial interests – If Contractor or its representatives have ownership or economic connections with another company that is a competitor of Customer, or with a third party in a position to influence the impartial provision of services under the Agreement;
c) Providing gifts and benefits – If Contractor, its employees, or representatives offer or provide employees or representatives of Customer with gifts, financial benefits, or other contributions that could threaten or adversely affect the performance of the Agreement or independent, objective, and fair decision-making related to the Agreement.

(16) The Contractor hereby represents and warrants that neither it nor, in the case of a company, any of its statutory or other bodies or representatives of the company or ultimate beneficial owners deriving benefits from the Contractor's business activities are included on any sanctions lists as a sanctioned person within the meaning of legal regulations in the area of sanctions, including the regulations of the European Union and the United Nations, nor is it a person controlled by or associated with any sanctioned person listed on the sanctions lists. The Contractor further undertakes that, if the Contractor, its statutory or other bodies or representative or its ultimate beneficial owner is included on a sanctions list, or becomes a person controlled by or associated with an entity included on a sanctions list, it will immediately notify Customer of this fact, which is entitled to withdraw from the Agreement for this reason, regardless of whether Contractor has notified Customer of this fact.

(17) The Contractor undertakes that the goods or services it purchases from Customer (if any) are not and will not be, for the duration of the contractual relationship and even after its termination, intended or used for export to countries subject to sanctions embargoes, in violation of sanctions legislation, including the European Union and the United Nations regulations.

(18) In the event of any breach or circumvention of international sanctions regulations, Customer is entitled to immediately withdraw from the Agreement.

5. Default in Performance and/or Breach of Agreement

(1) The Contractor shall notify Customer without delay about any anticipated delay with performance. If, within the period for performance, it is possible to reasonably anticipate that Contractor will not be able to meet the agreed time of performance, Customer has the right, at Contractor´s costs and risk, to perform adequate measures in order to prevent imminent default. If Customer was forced to withdraw from the Agreement due to Contractor´s default and provide for a relevant substitute performance, which was Contractor in delay with, from another Contractor, Customer has the right to claim reimbursement of such costs as well as damages from Contractor.

(2) If only a part of performance can be provided on time, Contractor shall provide at least partial performance at the time agreed upon, except if Customer executes its right to withdraw from the Agreement or Customer asks Contractor in writing to provide whole performance on a later date specified by Customer. Such specification of later date of performance shall be without prejudice to Customer´s right to claim contractual penalty according to the Agreement, i.e. original delay of Contractor shall be decisive for calculation of contractual penalty.

(3) If Contractor is in delay with performance according to the Agreement, Contractor is obliged to pay Customer contractual penalty in amount of 0,5% from the price of performance according to the Agreement for every commenced day of delay..

(4) Breach of obligation according to this Article 5 by Contractor shall be considered to be material breach of contractual obligations with consequences according to legislation and these GTC Purchasing.

6. Product Liability, Warranties

(1) Contractor is obliged to provide performance according to the Agreement, especially in terms of quantity, quality and finishing specified by the Agreement and to guarantee indefectible functionality of provided performances, otherwise, the provided performance is deemed to have defects, for whose shall Contractor be liable according to relevant legislation.

(2) Customer shall be in case of defective performance entitled especially to:
a) request rectification of defects by providing substitute performance for defective performance, delivery of

missing performance and require rectification of legal defects,

b) request rectification of defects by repairing of the performance, if the defects can be repaired,

c) require adequate discount from price of performance or

d) withdraw from the Agreement.

(3) Claims for defects of performance shall remain unaffected by claims for damages or for contractual penalty.

(4) The warranty period for performance is twenty-four (24) months and shall commence upon acceptance of performance by Customer and signature of delivery note or acceptance protocol. The warranty period shall be prolonged by the period, within which the defective performance could not be used according to contractual provisions due to reasons on Contractor´s side.

(5) If the performance suffers from defects that occurred within the warranty period, Customer shall notify Contractor about this fact in writing without undue delay; Contractor is obliged to rectify the defects within agreed period, however, not later than 30 days after making the claim.

(6) Breach of obligations according to this Article 6 by Contractor shall be considered to be material breach of contractual obligations with consequences according to legislation and these GTC Purchasing.

(7) Other statutory claims shall remain unaffected.

7. Acceptance, Aquisition of Ownership Title, Risk of Loss

(1) Customer shall acquire ownership title to the subject of performance upon its delivery, which shall be confirmed by signing of a delivery note or acceptance protocol. The risk of loss or damage to the subject of performance shall pass on Customer upon acceptance of performance, which shall be confirmed by signing of a delivery note or acceptance protocol. However, in case of contract for work (Section 536 et seq. of the Commercial Code) for the creation, assembly, maintenance, repair or modification of a construction or its part, the acquisition of the ownership to the subject of performance shall be governed by provisions of Section 542 et seq. of the Commercial Code.

(2) Performance/deliveries for Customer shall not be subject to retention of title, or any other similar legal restrictions. A reference or notification about such retention or restrictions stated in acceptation of the Order or invoice shall be, without explicit Customer´s objection or disapproval, invalid.

(3) Upon the acceptance of the performance by Customer, the parties shall sign a delivery note or an acceptance protocol. The delivery note or acceptance protocol must include a description of the performance to be taken over in accordance with the Agreement, the quantity and specific identification details of the performance (e.g., production, serial numbers or IMEI in the case of mobile devices). This shall also apply if the performance is taken over in accordance with the Agreement directly by the Customer´s client or by a third party, as the case may be. Acceptance of the performance shall be deemed to occur when the delivery note or acceptance protocol is signed by both parties or by persons authorized to accept the performance in accordance with the Agreement. The delivery note and acceptance protocol must include the full name of the signing person and their relationship to the contractual party.

(4) Contractor is, upon delivery of performance at the latest, obliged to submit a certificate of conformity of technical characteristics of provided performance with relevant technical standards or other document proving compliance of performance characteristics with requirements of legislation and technical standards.

(5) Contractor is, on his own costs and prior to delivery of the performance, obliged to submit the performance for tests or technical control (hereinafter „acceptance tests“) to ascertain whether the performance is in conformity with the Agreement and whether it complies with required technical parameters.

(6) Customer has the right to attend the acceptance tests and Contractor is obliged to notify Customer about the place and date of such tests not later than 14 days before planned date of performance of acceptance tests. The costs related to attendance of authorized person of Customer on the acceptance tests shall be borne by Customer. If the authorized person of Customer does not attend the tests on time specified for their performance, Contractor has the right to perform the tests without his presence, however, an independent expert with relevant specialization shall attend the tests; Contractor shall inform Customer about such person in writing, not later than two (2) days before commencing the acceptance tests.

(7) Contractor is obliged to submit the result of acceptance tests to Customer not later than upon delivery of performance.

(8) If the acceptance tests were not performed on agreed date due to Contractor´s fault, or if the result of the test is negative, Contractor is obliged to refund Customer all costs incurred in this connection.

(9) The performance of acceptance tests in the presence of Customer does not release Contractor from liability for defects discovered after provision of performance or signature of acceptance protocol.

(10) Breach of obligation according to this Article 7 by Contractor shall be considered to be material breach of contractual obligations with consequences according to legislation and these GTC Purchasing.

8. Changes to Performance Conditions

(1) Contractor is obliged to provide the performance in quantity and according to specification agreed upon in the Agreement. Any variations from the provisions of the Agreement having

impact on type or quality of the provided performance shall be considered to be changes of contractual provisions. The changes of the date of final delivery, place of performance and all changes related to the way of provisioning of performance shall also be considered to be changes of contractual provisions.

(2) Contractor may change the contractual provisions only if he informs Customer about his intentions in writing and before actual provision of performance and Customer grants him written approval. Such approval is also necessary if the intended changes of contractual provisions will not affect the price. If Contractor fails to meet the obligation according to this Article 8 of these GTC Purchasing, Part B, this failure shall be considered to be material breach of contractual obligation.

(3) Customer may require changes of contractual provisions related to the performance within Contractor´s operating capacity, if Customer justifies such changes and if Contractor agrees with them. Any change related to price, date of final delivery or quality of performance shall be executed in writing and before the actual delivery of relevant performance.

(4) Customer shall not be obliged to pay for performance provided by Contractor which differs in any way from the Agreement.

9. Terms of Delivery, Documents

(1) Contractor is obliged to deliver the subject of performance in time and to the place according to the Agreement. If the exact day or period, within which Contractor is obliged to provide the performance, is not specified in the Agreement, a general delivery period shall apply; such period shall not exceed seven (7) working days, whereas the period, within which Contractor is obliged to provide the performance starts on the day of delivery of written acceptance of the Order placed by Customer.

(2) The place of delivery shall be the address specified in the Agreement; this applies also for substitute deliveries for faulty performance and any recurrent performances. Customer has the right, prior to provision of the performance, but not later than one (1) day before actual provision of the performance, ask Contractor in writing to change the place of delivery within the Slovak Republic and Contractor is obliged to provide the performance at newly designated place as requested by Customer.

(3) Customer is not obliged to accept delivery of the performance provided prematurely, i.e. before agreed date of delivery. Contractor´s default with provision of the performance shall be considered to be material breach of the Agreement and Customer shall have the right to withdraw from the Agreement; this is without prejudice to Customer´s right to claim contractual sanctions from Contractor.

(4) If the goods are delivered on the basis of a sample or model, such sample or model shall become Customer´s property and shall not be added to the total quantity of delivered goods. The samples delivered subsequently according to the provisions of the Agreement (e.g. reference samples, prototypes) shall also become Customer´s property free of charge.

(5) Contractor is obliged to provide Customer with relevant documentation related to the subject of performance, i.e. manuals, user guides, operational instructions and other documents necessary for use of the provided performance; Contractor is obliged to hand this documentation over to Customer at the time of provision of performance in Slovak language, in not otherwise agreed. In case of delivery of technical equipment, training of Customer´s personnel shall be included in the performance and shall be also included in the price agreed upon in the Agreement.

(6) The goods shall be packed and marked for transport according to the Agreement. Contractor is obliged to deliver the goods properly packed, secured and fixed during the transport by means common in trade for such goods and in quantities necessary for preservation and protection of the goods for avoiding damage to the goods during transport. Customer shall execute return delivery of packaging and fixing materials only if expressly agreed upon in the Agreement.

(7) If Customer pays for transport individually, Contractor is obliged to protect Customer´s interests by abiding by the terms of transport specified by Customer. This includes selection of carrier, transport route, selection and use of means of transport taking into account type of transported goods and the most acceptable transport costs.

10. Documentation

(1) Contractor shall provide Customer with documentation necessary for execution of the Agreement free of charge and on time, if such documentation is not universally accessible.

(2) The parties have the right to copy, archive or use the contractual documentation solely for the purposes of performance of the Agreement. The documentation may only be made accessible for a third party upon written approval granted by another party.

(3) If a construction contract shall be executed, design documents shall form a part of the Agreement.

11. Work Permit/Residence Permit

(1) Where employees or subcontractors without Slovak citizenship are deployed, Contractor hereby declares and undertakes to ensure that all necessary official approvals have been obtained. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid work permit and a valid residence permit be deployed. The Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements.

(2) Contractor undertakes to properly pay any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from Customer.

12. Intellectual Property Rights

(1) The performance leading to creation of work, which is subject to copyright (hereinafter „Author´s Work“) or whose handling is governed by the Act No 185/2015 Coll., the Copyright Act, as later amended (hereinafter „Copyright Act“), shall be exclusively allowed according to relevant provisions of the Copyright Act and the Agreement, in which the parties agreed on individual terms and conditions for use of the work by Customer, its partners and/or customers.

(2) For the purposes of these GTC Purchasing, the terms Individualized Work and Standard Work shall both bear the meaning the Author´s Work. The Individualized Work shall represent any Author´s Work

i) which will be devised, designed, developed, elaborated, projected and/or created in any other manner for Customer, including configuration of the Standard Work,
ii) costs of which, in relation to activities laid down in (i) above shall be borne exclusively by Customer, including cases, when such Author´s Work is commercially utilisable by one or both parties,
iii) which is a product of activities laid down in (i) above, jointly executed by both parties, whereas both parties bear the costs of these activities and which can be commercially used by one or both parties according to the terms and conditions of the Agreement. The Standard Work shall represent an Author´s Work, not intended for the exclusive use by Customer, but also by other customers of Contractor, or which was not devised, designed, developed, elaborated, projected and/or created in any other manner exclusively for Customer.

(3) Contractor undertakes to supply Customer, its partners or customers exclusively with Author´s Works, in relation to which Contractor has an authorization to grant the rights of use according to the Copyright Act or other applicable legislation (hereinafter „Licence“).

(4) Contractor grants Customer an exclusive, time, materially and territorially unlimited Licence to any Individualized Work or its parts or copies created or delivered by Contractor in relation to performance according to the Agreement (for avoidance of doubts also to works created by joint activity of the parties); such Licence shall be applicable to all manners of use of the Individualized Work known at the time of execution of the Agreement, which the parties, taking into account the purpose of creation of the Individualized Work and Customer´s commercial activity, could have anticipated; such Licence shall in particular include the right of Customer (without any further approval by Contractor) to

a) use the Individualized Work or its copies as a whole or partially (in parts) by all manners of use, particularly its direct use by Customer in its commercial activities;
b) make copies of the Individualized Work or its parts;
c) release the original of the Individualized Work or its copies or parts to the public, particularly by sale or other form of transfer of ownership (including gratuitous transfers), rental or lending;
d) perform processing, translation, adaptation, change, modification, finalisation, creation of derivative work or to perform other intervention into Individualized work or its copy or part in any known form including assignment of Individual work to third parties for performance of mentioned activities and to further use such processed, translated, adapted, changed, modified, finalised, or derived work without any restriction;
e) enter the Individualized Work, its copies or parts into database or into a collection in all known forms;
f) making the Individualized Work available to the public by any known form, particularly
   i) perform public exhibition of the Individualized Work, its copies or parts;
   ii) perform public performance of the Individualized Work, its copies or parts;
   iii) perform public transmission of the Individualized Work, its copies or parts;
g) merge the Individualized Work its copies or parts with any other work;
h) change the name of the Individualized Work; interrupt its public execution by advertisement or other entries;
i) add different language version (dubbing, subtitles) to the Individualized Work;
j) provided the Individualized Work is a software, to modify the source code of the Individualized Work or authorise third parties to execute such modification and use such modified Individualized Work without any restriction;
k) register the Individualized Work as subject of exclusive industrial property related to Customer´s business activity at any registry office;

(hereinafter “License to the Individualized Work”). The parties hereby agree that Customer is not obligated to use the exclusive license granted by the Agreement.

(5) The parties agreed that if the subject of performance according to the Agreement shall be the Individualized Work in form of a software, Contractor undertakes to supply Customer with machine and source codes to all versions of the Individualized Work free of charge.

(6) Upon signature of the Agreement, Contractor grants Customer a non-exclusive, time, materially and territorially unlimited licence to any Standard Work created or delivered by Contractor and delivered to Customer according to the Agreement (for avoidance of doubts also to works created by joint activity of the parties), and to all manners of use of the Standard Work known at the time of execution of the Agreement, including, in particular) the right of Customer to

a) use the Standard Work by all known manners of use, particularly its direct use by Customer within its commercial activities;
b) make copies of the Standard Work;

c) distribute the Standard Work either individually or within delivery of goods or provision of services to its contractual partners and/or end users;

without any further approval by Contractor (hereinafter "Licence to the Standard Work").

(7) The Customer shall have the right, to the extent of the Licence to the Individualized Work and Licence to the Standard Work, to grant permission to further use of the Individualized and Standard Work (sublicense) with or without charge, to any third party, as well as to assign the Licence to the Individualized Work and Licence to the Standard Work to any third party with or without charge, for which Contractor grants Customer its approval. The parties agree, that sublicensing and/or assignment of a licence by Customer do not have to be in written form.

(8) Provided that no consideration for granting the Licence was agreed in the Agreement, the Licence shall be granted free of charge. If the Agreement provides for a consideration for granting the License, the parties hereby declare, that the consideration corresponds to individual manners of use of the Author´s Work according to these GTC Purchasing; The consideration reflects the purpose of the Licence granted by the Agreement, the manner and circumstances of use of the Author´s Work and the territorial, time and material scope of the License. The parties therefore agree that the consideration corresponds to individual manners of use as well as the extent, purpose and time of use of the Author´s Work as specified in these GTC Purchasing. The parties hereby agree that if Customer will not use the License entirely or will not use its parts, Customer shall have the right to claim refund of agreed consideration or its part.

(9) Upon signature of the Agreement, Contractor grants Customer the right to use and present its business name and/or logo during any manner of use of the Author´s Work as agreed in these GTC Purchasing in relation to the Author´s Work. The Contractor shall not be entitled to use and present its business name and/or logo in relation to the Individualized Work.

(10) The Licence to the Individualized Work and Licence to the Standard Work according to these GTC Purchasing shall be applicable to all versions, either functional or language, which will be created by modification of delivered Author´s Work.

(11) The parties agreed that no further individual licence terms and conditions for any Contractor´s software apart from those agreed in these GTC Purchasing shall apply. For the avoidance of doubt, any license terms and conditions and/or any legally relevant documents or conditions, that have to be accepted by Customer prior, during or after software installation or prior or directly by downloading Contractor´s software, are expressly excluded and shall not apply between the Parties. Any additional license terms have to be agreed by the Parties in writing in relevant Agreement in order to become binding to Customer.

(12) Provided that the subject of performance according to the Agreement shall be delivery of movables – goods marked with trademark or movables – goods that are subject to third party patent or design rights or any other intellectual property rights (hereinafter "Goods"), Contractor is obliged to

i) supply Customer only the Goods in relation to which Contractor had acquired unequivocal and provable consent of the owner of intellectual property rights to introduce the goods to the European Economic Area and further resale to Customer´s end customers, and
ii) supply Customer only with new, original and in no manner changed Goods, unless otherwise expressly agreed in the Agreement.

(13) Contractor undertakes that

a) the Goods and Author´s Work have no legal defects;
b) no infringement of third party intellectual property rights (patents, trademarks, designs, copyrights or any other intellectual property rights) was caused by the supply of the Goods or Author´s Work and their use by Customer
c) except from the Licence, secured by Contractor, to use of the Author´s Work by Customer or its customers in a manner and to the extent according to the Agreement, no other licence, approval or payment of any other fee to a third party shall be required (including payments to collective management organizations);
d) if any individual terms or conditions related to transfer of ownership to the Goods of granting of Licence to the Author´s Work were specified by the authorised licensee of a third party, such terms or conditions were fulfilled in time, so that Customer or its customers shall be granted all standard rights related to purchase of such Goods;
e) he shall not use open source software (OSS) without Customer´s previous written consent. Contractor shall free of charge and, in due time prior to the initial delivery or service provision,
   i) inform Customer of the specific OSS components;
   ii) provide Customer with the OSS documentation, including but not limited to the copyright notice(s) and license text(s) as required by the applicable OSS licensing terms;
   iii) provide Customer with the complete corresponding machine-readable OSS source code on a physical medium commonly used for software interchange;
   iv) demonstrate implications for the contractual performance and
   v) inform about Customer's obligations arising from the implementation of OSS in Contractor's products and/or services.
f) in case Contractor delivers a physical product, Contractor shall accompany the product (per item) with the OSS documentation and corresponding source code as set out in this Section (13), part e), (ii) and (iii) above as required by the applicable OSS licensing terms.
g) Contractor shall be fully responsible for enabling Customer to
   i) comply with the licensing terms and
   ii) fulfil all of Customer's own obligations arising therefrom. For the avoidance of doubt, Article 12,

Section (16) of these GTC Purchasing, Part B applies in full.

(14) Upon request from Customer, Contractor is obliged to provide Customer with external and internal hardware and software interfaces and specifications of these interfaces.

(15) Any copyrights, industry rights and/or any other intellectual property rights recorded on any materials, tools, modules, drawings, models, specifications as well as other information or data provided or made accessible by Deutsche Telekom AG (hereinafter „DTAG“) and/or by Customer to Contractor (hereinafter „PDV Telekom“), shall at all times remain exclusive property of DTAG and/or Customer and Contractor is obliged to keep, treat carefully and maintain in good condition on its own risk until their return to DTAG and/or Customer. Contractor is obliged to use the PDV Telekom only in accordance with written instructions of DTAG and/or Customer and refrain from any activity, which would cause the use or spread of the PDV Telekom other than in accordance with these instructions. Any Contractor´s work or derived work based on the PDV Telekom and/or requirements laid down in written or oral form by DTAG and/or Customer shall be the property of DTAG and/or Customer. As a result, DTAG and/or Customer exclusively shall be entitled to apply and use the intellectual property rights from such works or derived works. Contractor is obliged to provide DTAG and/or Customer with assistance in such proceedings.

(16) Contractor undertakes to fully compensate Customer against any third party claims arising from violation of their rights caused by delivery of Goods or Author´s Work to Customer or its customers or their use by Customer. Contractor undertakes to perform effective defense against such claims, whereas Customer shall provide necessary assistance and required information. Upon request by Customer, Contractor is obliged to provide unequivocal and reliable proof that Contractor had been entitled to grant the License and further rights to the Author´s Work and supply the Goods to Customer for use by Customer. If Contractor fails to provide such proof to Customer within period stated by Customer or if such proof was challenged by the authorized licensee of a third party, Customer shall have the right to terminate the Agreement in full extent. The Contractor´s obligation to compensate Customer in relation to any costs, damages or loses arising from such claims shall not be affected by the termination of the Agreement. Should the third party´s claim be confirmed and Contractor does not accept the claim, Contractor shall, with Customer´s consent, in order to stop such unauthorized activity or secure the rights of use for Customer either,

a) secure licence rights for Customer from the author/owner of such rights, at least in extent according to these GTC Purchasing or the Agreement, or
b) upon previous agreement with Customer change the provided performance in such manner, that they will no longer violate the rights of relevant third parties.

If no above mentioned obligations can be fulfilled, Contractor shall be obliged to reimburse Customer with already paid price and licence remuneration for delivered Goods and/or Author´s work and fully compensate Customer for caused damages. The preceding provisions shall have no impact on Contractor´s obligation to compensate Customer in relation of any costs, damages or loses arising from these claims.

13. Invoicing, Terms of Payment, Taxes

(1) Contractor is entitled to invoice the agreed price only after due provision of the Performance and its acceptance by Customer, unless an advance payment has been agreed in writing in advance; this is without prejudice to Contractor's obligation to issue an invoice for a payment received before delivery of the Performance where such obligation arises under applicable law. The basis for issuing an invoice for the Performance provided shall be a delivery note or acceptance protocol confirmed by Customer. Contractor shall issue the invoice within the period prescribed by applicable law; where applicable law does not prescribe a period for issuing an invoice for the relevant Performance, Contractor shall issue it no later than 15 days after provision of the Performance, unless otherwise stipulated in the Agreement.

(2) Contractor shall issue a separate invoice for each individual Order, except in the cases referred to in Section (19) of this Article. Contractor may issue more than one partial invoice for a single Order if partial invoicing is permitted under the Agreement. An invoice shall not refer to more than one Order unless Customer has specified or approved otherwise in writing in advance.

(3) To the extent that Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter "Act on VAT"), requires the recipient's consent to the issuance or sending of an electronic invoice, Customer hereby consents to electronic invoicing subject to the conditions of this Article. This consent shall not constitute Customer's consent to the sending of electronic invoices by any means other than those specified in this Article, the Agreement or the Order, unless Customer expressly specifies or approves otherwise.

(4) If Contractor is required under the Act on VAT to issue an electronic invoice, it shall issue it in an electronic document format that allows automated and electronic processing and in a data structure complying with the technical standard for electronic invoicing and the list of its syntaxes under the Act on VAT (hereinafter "Structured Invoice"). Contractor shall send the Structured Invoice to Customer through a delivery service under the Act on VAT (hereinafter "delivery service"), unless Customer has expressly approved another means of sending it permitted under the Act on VAT. Where the Act on VAT allows a Structured Invoice to be sent through a delivery service without its issuance being mandatory, Contractor may use that means if Customer has enabled or designated the receipt of such invoices through a delivery service; in that case, the provisions of this Section shall apply accordingly. A Structured Invoice shall be deemed technically delivered on the date and at the time of its receipt by Customer as

recorded by the delivery service. Technical receipt of an invoice shall not constitute confirmation of its substantive correctness, acceptance of the Performance, acknowledgment of a debt or waiver of any right of Customer. An invoice which has not been delivered in the manner required by this Section or has not passed mandatory technical validation shall not be regarded as a Compliant Invoice under Section (9) of this Article for the purposes of payment becoming due. If Contractor demonstrates that it duly sent a Structured Invoice on time by the designated means, but delivery was impossible solely due to a demonstrable technical failure on the part of Customer or the delivery service provider handling receipt of invoices for Customer, Contractor shall not be deemed late in sending it. In that case, Customer shall notify Contractor of an alternative means of delivery without undue delay; the payment period shall start only on the date of successful receipt of the invoice by that alternative means.

(5) If the procedure under Section (4) of this Article does not apply to an invoice, Customer consents to the issuance of the invoice in electronic form subject to the conditions of this Article. Contractor shall send the invoice to the email address PN-Invoice.ST@invoicedtse.telekom.de in the manner specified in Section (7) of this Article.

(6) The invoice shall contain all particulars required by applicable Slovak law and this Article. It shall also contain the number of the relevant Order or, if no Order has been issued, the Agreement number according to Customer's records.

(7) An invoice in electronic form under Section (5) of this Article shall be attached to an email as a PDF file not exceeding 10 MB. One attachment may contain only one invoice and any documents relating to that invoice. Only one attachment may be attached to a single email. If the invoice does not meet the conditions of this Section, Section (9) of this Article shall apply.

(8) If Section (5) of this Article applies to an invoice and Contractor is unable, for demonstrable technical reasons, to deliver it in the manner specified in Section (7) of this Article, Contractor may use another means of delivery, including paper form, only if such means is permitted by applicable law and Customer has consented to it. A paper invoice shall be delivered to the address specified in the Agreement or the Order and shall be issued in two originals; the second original (duplicate) and all copies of the invoice shall be clearly marked as such. If any particulars on the invoice are corrected, the original particulars shall remain legible, and no alterations may be made to the invoice using correction fluid, correction tape or other correction materials.

(9) For the purposes of payment becoming due under this Article, a "Compliant Invoice" means an invoice which:
a) has been issued and delivered in the manner specified in Section (4), (5) or (8) of this Article, as applicable;
b) contains all mandatory particulars required by applicable law;
c) contains the Order or Agreement number under Section (6);
d) is linked, in the manner specified in Section (11) of this Article, to the required document evidencing acceptance of the Performance; and
e) in the case of a Structured Invoice, has passed mandatory technical validation.

If an invoice fails to meet any of the conditions in points a) to e), the payment period shall not start. In the case of another deficiency in an invoice, the same consequence shall apply only if that deficiency materially hinders or prevents the identification, verification, processing or recording of the invoice in the accounts. Customer shall notify Contractor of any deficiency identified without undue delay after identifying it. Late notification or failure to notify a deficiency shall not constitute acceptance of the invoice or the Performance or a waiver of Customer's rights. Contractor shall remedy the deficiency in a manner appropriate to its nature and in accordance with applicable law. Where a document or notification amending the original Structured Invoice is required, that document or notification shall contain an unambiguous reference to the original invoice and shall be issued and sent in the same manner as the original Structured Invoice, if so required by the Act on VAT.

(10) Unless otherwise stipulated in the Agreement, a Compliant Invoice shall be payable within 60 days after its receipt by Customer, but no earlier than after due provision and acceptance of the relevant Performance. If an invoice does not meet the conditions for a Compliant Invoice under Section (9) of this Article, Customer shall not be in default with its payment, and the payment period shall start on the date on which the deficiencies have been remedied and Customer has received a Compliant Invoice and all required supporting documents. If the Agreement expressly provides for retention, it shall specify the amount retained or the method for determining it, Contractor's obligations secured by the retention, objective conditions for its release and the period for payment after those conditions have been met; the retained portion of the price shall become due in accordance with that agreement to the extent permitted by applicable law.

(11) Each partial or final invoice shall be clearly and demonstrably linked to a delivery note or acceptance protocol signed by an authorized person of Customer confirming Customer's acceptance of the Performance, and to the relevant Order or its unique identifier, if an Order has been issued. The required supporting documents shall be attached to the invoice or otherwise clearly linked to it in a manner supported by the relevant invoicing or delivery system or in another manner specified by Customer.

(12) Contractor shall not be entitled to issue an advance invoice unless this has been agreed in writing in advance.

(13) If the Agreement permits partial invoicing and the individual stages constitute parts of the Performance actually provided and accepted, Contractor shall issue a separate invoice after

providing each such part and shall clearly identify that part in the invoice. The mere agreement on several payment dates or retention shall not constitute provision of partial Performance. If the Agreement provides for retention, the invoice for the relevant Performance shall state the price including the retained portion and the amount retained; no further invoice shall be issued upon its release unless applicable law requires a corrective or other document.

(14) The price of the Performance shall be paid by bank transfer to Contractor's account stated in the invoice and duly recorded by Customer. The invoice shall always contain the bank's name and identifier and the bank account number; for a Contractor from a European Union or European Economic Area country, the invoice shall always contain Contractor's account number in IBAN format and its bank's SWIFT/BIC code. A change of bank account or other payment details stated solely in an invoice shall not be effective against Customer. Contractor shall notify and substantiate any change of payment details in the manner specified by Customer. Customer may suspend payment for the period reasonably necessary to verify the change without being in default.

(15) If applicable law requires or permits verification of Contractor's bank account in a register maintained by a public authority, Customer may make payment conditional upon successful verification of that account. Customer may pay the portion of the payment corresponding to value added tax directly to the tax authority where permitted by the Act on VAT; where required to do so by the Act on VAT or a decision of the competent authority, Customer shall make that payment in the manner prescribed by the Act on VAT. To the extent that Customer thus pays tax to the tax authority out of the as yet unpaid portion of the price of the relevant Performance, its monetary obligation to Contractor shall be deemed discharged.

The date on which the monetary obligation is discharged shall be the date on which the relevant amount is debited from Customer's account in favour of the relevant account of Contractor or, where tax is paid under the preceding sentence out of the as yet unpaid portion of the price, in favour of the tax authority's account maintained for Contractor.

(16) The Customer shall be entitled to fulfil its financial obligations from the Agreement, or which shall arise in connection to the Agreement via third party, mainly via payments from bank accounts not owned by the Customer. The Contractor shall be obliged to accept such fulfilment executed via third party. Fulfilment via third party shall be deemed as fulfilment of the Customer.

(17) The payment of invoice shall not be considered to be acceptance by Customer that the performances were delivered in accordance with provisions of the relevant Agreement or Order.

(18) The payments outside of the Slovak Republic, but within the European Union and the European Economic Area in EURO (also called SEPA payments) shall have all bank fees covered as SHA (i.e. shall be equally borne by both parties). The payments outside of the Slovak Republic, other than SEPA payments, and the payments outside of the Slovak Republic in other currency than EURO, shall have all bank fees covered as BEN (i.e. all bank fees shall be borne by Contractor).

(19) If Contractor provides more than one separate Performance within the same Order during a calendar month, Contractor may issue one summary invoice for those Performances once a month, unless Customer specifies otherwise. A summary invoice shall not refer to more than one Order unless Customer has approved otherwise in writing in advance.

(20) If Customer is in default with payment of a Compliant Invoice, Contractor shall be entitled to interest on late payment at 0.02% of the outstanding amount for each day of default in fulfilling the monetary obligation, up to a maximum of 10% of the total price of the relevant Performance. Customer shall not be in default during any period in which the invoice does not meet the conditions for a Compliant Invoice under Section (9).

(21) If Contractor is a value added tax payer, it hereby declares, assures Customer and undertakes that:

a) it shall duly and timely pay the VAT stated in invoices issued under the Agreement and the relevant Order;
b) it is not aware of any facts or grounds (and no such circumstances exist or have existed) which may lead to (i) cancellation of its VAT registration under the Act on VAT and/or (ii) its inability to pay VAT or any part thereof;
c) if circumstances or grounds arise which may lead to (i) cancellation of its VAT registration and/or (ii) its inability to pay VAT or any part thereof, it shall notify Customer without delay;
d) it shall reimburse the amount of value added tax which Customer is required to pay on its behalf under liability for payment of tax, where that obligation arises under the Act on VAT.

14. The works calculated on the basis of hourly/daily rates

(1) Customer shall only pay Contractor real costs for material and agreed hourly charges for performed works if expressly agreed in the Agreement and if Contractor properly justifies that it is necessary.

(2) Contractor shall inform Customer about commencement and completion of agreed works. Contractor is obliged to submit its time sheets to Customer in two copies once a week; the sheets shall contain number of hours worked, quantity of used material, raw materials and supplies which are subject to individual payments. The time sheets shall contain individual payments for provision of tools, equipment, machinery, scaffolding, etc.

(3) Time for travel, idle time (planned and unplanned) and travel costs shall not be calculated as worked hours/days and shall not be paid to Contractor separately.

(4) The works executed on the basis of hourly/daily rates under Customer´s supervision and according to the Agreement shall be paid to Contractor only upon verification and written authorization of the time sheet containing performed works and actually worked hours. Contractor shall send a copy of the time sheet authorized by Customer in writing together with the invoice.

15. Termination of the Agreement/ Withdrawal from the Agreement

(1) The contractual relationship between Customer and Contractor may be terminated at any time upon written agreement of both parties.

(2) Regardless of the fact whether the Agreement is concluded for definite or indefinite period, Customer has the right to terminate the Agreement with one (1) month notice for any reason or without stating one. The notice period starts from the delivery of the notice to Contractor.

(3) The Customer shall have the right to withdraw from the Agreement if:
   a) Contractor is in material breach of his contractual obligation;
   b) Contractor repeatedly breached his contractual obligation;
   c) the performance of the Agreement is not possible with no fault on Customer´s side;
   d) bankruptcy has been declared over Contractor's assets, a petition for bankruptcy has been dismissed due to insufficient assets, or Contractor files a petition for authorization of restructuring;
   e) Contractor enters into liquidation;
   f) due to a decision of a state authority or change of legislation, there is a material change or termination of conditions which formed a basis for execution of the Agreement between Customer and Contractor;
   g) with regard to the particular Agreement, Contractor performs activities which breach the Act on Protection of Competition;
   h) Contractor performs competitive activities and fails to provide relevant guarantee on ceasing such activities without undue delay;
   i) during business negotiations, or performance of his obligations according to the Agreement, Contractor provides false or incorrect information about his technical and operational qualification and reliability;
   j) public administration authority according to the Act No 69/2018 Coll. on Cybersecurity and on Amendments and Supplements to certain Acts, as amended, issues a decision prohibiting or restricting use of product, process or service, and the product, process or service described in the decision is subject of performance according to the Agreement, or if the prohibition or restriction described in the decision pertains directly to the use of Contractor as a third party; Customer shall have, upon its own consideration, the right to withdraw, fully or partially, from the Agreement, anytime, irrespective of time/period stated by the decision as a date upon which the prohibition or restriction shall be executed;
   k) with regard to the specific Agreement, Contractor is in a conflict of interest as defined in Article 4, paragraphs 14 and 15 of these GTC Purchasing, Part B, regardless of whether Contractor has notified Customer of this situation.

(4) Should Customer breach its contractual obligations according to the Agreement, due to which Contractor is unable to fulfil its contractual obligations, Contractor shall provide Customer with an adequate deadline (at least 30 days) for remedy; if Customer fails to fulfil this obligation in additional period provided, Contractor has the right withdraw from the Agreement.

(5) If Customer withdraws from the Agreement, Customer shall have the right to return the performance received according to the Agreement. If Customer keeps such performance, it shall pay the agreed price for relevant performance. If Customer returns the performance, Contractor shall also return the consideration received according to the Agreement.

(6) In case of withdrawal from the Agreement, the remuneration for partial delivered performances, if used by Customer, shall be calculated as a percentage relevant to the ratio between the price for full performance and partial performance delivered to Customer and which is actually used by Customer. Unused performances can be returned to Contractor at Contractor´s costs.

(7) As a material breach of the Agreement shall also be deemed the breach of such obligations according to the Agreement, about which was Contractor notified by Customer with relevant additional period to remedy the defects, provided that Contractor fails to remedy the defect within this period granted by Customer and continues with breach of his contractual obligations according to the Agreement.

(8) Parties declare that in case of expiration or termination of the Agreement, all rights and obligations arising out of the Agreement shall be settled within 30 days after such expiration or termination of the Agreement.

16. Confidentiality, Data Protection

(1) For the purposes of these GTC Purchasing the confidential information shall mean any information made available or provided (in written, verbally, on in materially recordable format or otherwise) by one contracting party to other contracting party in connection with the preparation, negotiations, execution, implementation or performance of the Agreement, regardless whether they were provided before or after execution of the Agreement. For the purposes of the Agreement the confidential information shall mean all and any data, materials, knowledge, documents or any other information regardless the form of its recording, (i) related to the Agreement or its fulfilment, (ii) related to the contracting party (mainly information on its activities, structure,

economical results, contracts, financial, statistic and accounting information, information on its property, assets and liabilities, receivables and obligations, information on its technical and software equipment, know-how, valuation studies and reports, business strategies and plans, information related to the subjects protected by the industrial or other intellectual property rights and all other information about contracting party), (iii) related to the clients of the contracting parties, (iv) provided to the contracting party before validity and effectiveness of the Agreement, provided that they are related to its subject matter and / or its content (mainly price offer request, price offer) and / or (v) expressly classified and designated as CONFIDENTIAL. The confidential information shall also mean the provisions of the Agreement on subject matter of the Agreement, Price or their possible changes and supplements contained in the amendments to the Agreement. The confidential information are also any technical, business or commercial information, specifications, plans, outlines, models, samples, data, software or documentation in any form whether recorded materially on electronic carrier or provided verbally, as well as information received from other entity, provided that such entity is committed to dispose with such information as with confidential. The confidential information are also data being a subject matter of commercial secret pursuant to Article 17 of the Act No. 513/1991 Coll. the Commercial Code as amended. The confidential information are without any doubt mainly any personal data of Customer´s employees and clients according to the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Slovak Act No. 18/2018 Coll. on Protection of Personal Data and on amendment and supplement of some acts, as amended as well as other data under specific regime of protection according to valid legal regulation (e.g. data being the subject matter of the telecommunication secret (Section 117 of Act No. 452/2021 Coll. on electronic communications as amended).

(2) Contractor is obliged to maintain confidentiality of all information, provided by Customer during negotiations on the Agreement, as well as all other information acquired in connection with execution of rights and obligations according to the Agreement; such obligation shall not apply when Contractor or Customer provide information or other documentation concerning the Agreement or this Agreement to a third party, providing professional services with obligation to maintain confidentiality according to law.

(3) Contractor undertakes not to disclose any documentation or data (neither in writing, in electronic form or in any other sensually perceptible form) concerning the subject of the Agreement either partially or in full to a third person, unless this information become commonly known via legally acceptable way, i.e. the obligation to maintain confidentiality shall survive expiration of the Agreement. The Contractor and his employees shall not disclose any information or data in contradiction with their purpose, for their own needs or for the needs of third parties contrary to the Agreement and valid legislation.

(4) Information which become known to Contractor in relation to performance of subject of the Agreement, as well as the content of the Agreement and all its Annexes provided or made accessible by Customer according to the Agreement, shall be deemed confidential according to Sections 17 and 271 of the Commercial Code with consequences stated therein.

(5) In case that Contactor, based on the Agreement or in connection with the Agreement, will have access to data, which have the character of personal data, telecommunication secret or such data will relate to the provision of the essential services of Customer according to the Act on Cybersecurity and which will apply to Customer´s employees, its customers, third parties or provision of the essential services of Customer, the Contractor is allowed to process such data only on the basis of a special contract concluded with Customer for this purpose.

(6) The obligation to protect confidential information shall equally and without limitations apply to Contractor, his representatives, advisors and employees. The Contractor shall disclose any confidential information acquired according to the Agreement only to his members of management, his representatives and employees, who inevitably need such information for performance of the Agreement and only if they are advised on the confidential nature of the information and undertake to observe and protect confidentiality of the information.

(7) In the case of the execution of the subject of the Agreement by Contractor through a third party (sub-contractor) based on the Customer´s prior written consent, Contractor shall ensure the written obligation of this third party (subcontractor) to maintain confidentiality of all Customer´s knowledge and information provided by Customer on the Agreement negotiations, as well as on any knowledge and information it acquires in connection with the exercise of the rights and obligations arising from the Agreement. Should the sub-contractor have access to the data pursuant to Article 16, paragraph 5 of these GTC Purchasing, Part B, Contractor shall inform Customer in advance. In the event that Customer authorizes in writing the involvement of such a sub-contractor for the processing of such data, Contractor also undertakes to contractually subcontract all the contractual and security requirements of Customer to which Contractor himself is bound and to ensure that its sub-contractors will comply with all these obligations.

(8) Customer has adopted processes and measures of information security management system, according to which Customer is entitled to require from Contractor a verifiable fulfilment of security requirements, whenever applicable on the basis of delivered goods and services. The security requirements can be laid down by a valid Slovak legislation,

international standards or security policies, by which Customer shall abide. Contractor is obliged to abide by Corporate Information Security and Data Protection Clause which shall be part of the Agreement (including its attachments). Fulfilment of such requirements may lead to change of Contractor´s processes or systems. The Customer has the right to control/audit the fulfilment of security requirements personally or via third party.

(9) Should Contractor breach any obligation concerning confidential information, Contractor shall pay Customer a contractual penalty in amount of 50 000 EUR (in words fifty thousand euro) for each such breach of obligation.

(10) Contractor acknowledges that the information contained in the Order, the Agreement or related documents (in particular an invoice) will also be disclosed, to the extent necessary, to Deutsche Telekom Services Europe Slovakia s.r.o., Legionárska 10, Bratislava 811 07, ID No. 44921101, and SP Digitalizácia, s.r.o., Račianska 8014/153, 831 54 Bratislava, ID No. 35843390, which handle the creation and management of orders and the issuance, management and receipt of invoices for Customer, as well as to the certified delivery service provider and any providers of invoicing systems used by Customer, in each case only to the extent necessary for the issuance, delivery, receipt, validation, processing and management of invoices. Contractor consents to such disclosure if it occurs.

17. Foreign Contractor/ Tax Residence

(1) Upon execution of the Agreement, the foreign Contractor is obliged to provide Customer with the following:
   a) Certificate of tax domicile (in original) issued by relevant tax of financial authority, where the foreign Contractor is registered for the income tax purposes,
   b) certified declaration whether he has a fixed establishment in the Slovak Republic or whether he is registered for the income tax purposes in the Slovak Republic.

   Should the foreign Contractor´s tax domicile change or a fixed establishment is created, the foreign Contractor undertakes to notify Customer about such change immediately.

(2) If the foreign Contractor has created a fixed establishment in the Slovak Republic or has registered for the income tax purposes in the Slovak Republic, Contractor shall at the beginning of each calendar year submit to Customer documents confirming payment of advance tax payments issued by relevant Slovak tax authority.

(3) If the Performance is subject to withholding tax or tax security in the Slovak Republic under Sections 43 and 44 of Act No. 595/2003 Coll. on Income Tax, as amended, or under the relevant double taxation treaty, Customer may reduce the price of the Performance by the amount of withholding tax or deduct the amount of tax security from that price, as applicable.

(4) The foreign Contractor undertakes, that if Customer becomes liable to pay the tax security and to pay related penalties due to failure to do so by the foreign Contractor according to Article 17 Section (1) of these GTC Purchasing, Part B, the foreign Contractor shall pay this amount to Customer on the basis of invoice raised by Customer and compensate damages and any other costs caused to Customer.

(5) If a payment shall be made for delivery of software, licence payments or for training course to the foreign Contractor, such payment shall be subject to a withholding tax, the amount of which depends on the existence of a double taxation treaty with the country of the foreign Contractor´s tax domicile.

(6) All taxes which the foreign Contractor is obliged to pay according to the legislation of the country of its tax domicile, shall be included in the price according to the relevant Order or Agreement (even if invoiced separately).

18. Foreign Trade Regulation

(1) If Contractor obtained a performance either in full or partially from a third party, Contractor shall guarantee that such performance was acquired from secure sources and was exported and imported to the Slovak Republic according to relevant legislation of country of origin or export.

19. Assignment of Claims/Offset

(1) The Contractor´s claims against Customer cannot be assigned to a third party without prior written consent of Customer. Accessory rights, especially interest and any other rights related to a claim can only be assigned with a claim itself. Other rights and obligations related assignment shall be governed by relevant provisions of Slovak law.

(2) The Contractor shall not have the right to unilaterally set off a claim against Customer which arose from legal relationship with Customer. The Contractor may only offset reciprocal claims which are undisputed and recognized by binding judgement.

20. Provision of Collateral

(1) Unless otherwise agreed in the Agreement, the collateral shall be provided in the form of a bank guarantee.

(2) Unless otherwise expressly agreed, Contractor shall provide the collateral at the latest upon execution of the Agreement.

21. Delivery of Documents and Notifications

(1) All documents, notices or information related to the Agreement (hereinafter „correspondence“) shall be made in writing, or on other medium; the correspondence shall be delivered by the contractual parties personally, by registered mail, courier or by electronic means (e.g. fax, mail etc.).

(2) The Contractor shall provide the Customer with 1 email address for the purposes of sending the Orders. The Contractor is further obliged to inform the Customer about change of such email address at least seven (7) working days before the change takes effect.

(3) Invoices shall be delivered to Customer in the manner and subject to the conditions specified in Article 13 of these GTC Purchasing, Part B, and the relevant Agreement or Order.

(4) If the correspondence is delivered personally, by registered mail, courier or electronic means, the correspondence shall be delivered to the correspondence address according to the Agreement or to the last known correspondence address of the party, or to other address verifiably notified to the other party in writing. The correspondence shall be deemed delivered also on the day when the addressed party refused to receive the correspondence or on the day when at least a week storage period for collection of the correspondence sent to the party in mail office expired to no effect, or on the day when the mail office or courier employee stated on the correspondence sent to the party that „the addressee has moved“, „ the addressee is unknown“ or when any similar comment was stated, provided that such statement is true.

(5) The party shall not be responsible for failed delivery of the correspondence, if the other party failed to notify the party about change of its correspondence or email address or fax number.

(6) The correspondence delivered personally shall be deemed duly delivered on the date, when authorized personnel of the parties confirm the delivery in writing.

(7) The correspondence delivered by registered mail or by courier shall be deemed duly delivered on the date when such correspondence is received by other party (addressee).

(8) The correspondence delivered by electronic means shall be deemed duly delivered on the moment when the party – the sender receives notification confirming dispatch of the correspondence to the other party – the receiver.

(9) The correspondence concerning the termination of the Agreement shall be only delivered personally, by registered mail or by courier.

22. Illegal Employment

(1) Contractor hereby declares, represents and warrants that
   a) it is not registered on the list of natural and legal persons who have violated the prohibition of illegal employment, kept by the National Labour Inspectorate;
   b) it has not violated nor it will violate the prohibition of illegal employment according to Act No. 82/2005 Coll. on Illegal Work and Illegal Employment and on amendment of certain acts, as amended (the "Act on Illegal Work");
   c) it has not violated nor it will violate the prohibition of illegal employment of persons deployed for cross-border supply of work and/or provision of service or other performance according to this Agreement, pursuant to all legislation applicable in the country of Contractor´s registered office and in accordance to relevant standards in the respective area, applicable in the country of Contractor´s registered office jurisdiction or according to any other applicable jurisdiction.

(2) The Contractor further undertakes to
   a) comply with all obligations according to relevant legislation, in order to avoid breach of the prohibition of illegal employment, particularly as such prohibition of illegal employment is defined in (i) the Act on Illegal Work, as well as (ii) the applicable legislation of the country from which Contractor performs cross-border supply of work and/or provision of services or other performance according to this Agreement, or (iii) any other applicable legislation;
   b) fulfil all obligations concerning the employment of foreigners and their stay in the Slovak Republic, fulfilment of the social security obligations of the employees of the Contractor and the fulfilment of the obligations related to the employment conditions of employees post from another EU Member State or a third country regulated by the relevant laws of the SR, mainly, but not exclusively, of the Act No. 5/2004 Coll. Employment Services Act, Act No. 404/2011 Coll. Foreigners Residence Act, Act No. 461/2003 Coll. Social Insurance Act, Act No. 351/2015 Coll. on Trans-frontier Co-operation in the Posting of Workers in the Performance of Services and Act No. 311/2001 Coll. Labour Code as amended (hereinafter referred to as “Labour Code”);
   c) provide Customer, upon request, with all documents and information about natural persons (including ID documents and personal data) deployed by the Contractor for supply work or provision of any performance according to this Agreement, which are necessary for indisputable proof of compliance with the rules for illegal employment in relation to these natural persons;
   d) provide the Customer with all documents and information about natural persons (including ID documents and personal data) through whom the Contractor supplies work or provides any fulfilments according to this contract necessary for the fulfilment of the legal obligations of the customer in receiving cross-border service and in the employment of EU/non-EU citizens. The scope of the documents specifying the specific time limits the Contractor is obliged to provide to the Costumer is defined in the Appendix 1 to these GTC Purchasing;
   e) refrain from concealing of the dependent work by a contractual civil-law relation or in a contractual commercial-law relation according to special regulations and execute the dependent work exclusively through natural persons in an employment relationship, a similar labour relation or in exceptional cases in another form of labour-law relation;
   f) indemnify Customer for any damage incurred by Customer, including penalties and fines imposed to Customer on the grounds that Contractor has breached the prohibition of illegal employment as defined by the Act on Illegal Employment or any other applicable legislation and on the ground that the Contractor has

breached the obligations referred to in point (b) and (d) of this Section 2.

(3) Should the declarations according to Article 22, Section 1 of these GTC Purchasing, part B, prove to be incorrect or false, or if Contractor breaches any obligation according to Article 22, Section 2 of these GTC Purchasing, part B, Contractor shall be liable for any damage arising therefrom and caused to or incurred by Customer, Contractor shall in particular fully compensate Customer for any damages; Damages, for which the Contractor shall compensate Customer, shall include any losses and damages of assets, fines and penalties and other related expenses and all provable costs incurred by Customer due to the fact that Customer was, due to breach of Contractor`s obligations according to Article 22, Section (2), of these GTC Purchasing, Part B, obliged to compensate damage to third parties as well as to pay third parties contractual penalties, other sanctions including fines imposed by public authorities, or to compensate third parties in any other way. This should be without prejudice to Customer´s right to claim other damages incurred due to Contractor´s actions or omissions according to Article 22 of these GTC Purchasing, Part B.

(4) Customer is also entitled to refuse work and/or provided performance which the Contractor provides through a natural person, illegally employed by Contractor (without deeming of such refusal to be a breach of Agreement by Customer or Customer´s default, or failure to provide cooperation). Provision of a performance through a natural person illegally employed by Contractor, or a failure to provide, upon Customer´s request and without delay, with documents and personal data of natural persons deployed by Contractor to provide work and/or any performance according to the Agreement (Article 22, Section (2), part c) and d) of these GTC Purchasing, part B), shall be deemed to be a material breach of the Agreement; in which case Customer shall have the right to withdraw from the Agreement. Likewise, material breach of the Agreement shall also be established, if any of the declarations according to Article 22, Section (1) of these GTC Purchasing, part B, prove to be incorrect or false, or if Contractor breaches any of its obligations according to Article 22, Section (2) of these GTC Purchasing, part B; in which case Customer shall have the right to withdraw from the Agreement.

(5) If Contractor breaches any of its obligations according to Article 22 of these GTC Purchasing, part B, Customer shall have the right to claim contractual penalty in amount of 200 000 € (in words: two hundred thousands euro), for each particular breach.

23. Responsibility for payment of wages

(1) Contractor hereby declares, represents and warrants that that has fulfilled all wage obligations towards its employees under the Labour Code and other special wage regulations.

(2) The Contractor further undertakes to

a) to fulfil all wage obligations towards its employees in accordance with generally binding legislation, in particular obligations arising from the Labour Code as well as other related legal wage regulations,
b) in the event that an employee of the Contractor claims his/her wage obligation in situations where it is permitted by §130a of the Labour Code with the Customer, to provide the Customer with assistance and, upon request, without delay, with data, including personal data of the employee, to the extent necessary to verify the facts decisive for the payment of wages. The scope of the documents specifying the specific time limits the Contractor is obliged to provide to the Costumer is defined in the Appendix 1 to these GTC Purchasing,
c) indemnify Customer for any damage incurred by Customer, including penalties and fines imposed to Customer on the grounds that Contractor has breached the obligation to fulfil wage obligations towards its employees and on the ground that the Contractor has breached the obligations referred to in point (b) of this Section 2.

(3) Should the declarations according to Article 23, Section 1 of these GTC Purchasing, part B, prove to be incorrect or false, or if Contractor breaches any obligation according to Article 23, Section 2 of these GTC Purchasing, part B, Contractor shall be liable for any damage arising therefrom and caused to or incurred by Customer, Contractor shall in particular fully compensate Customer for any damages; Damages, for which the Contractor shall compensate Customer, shall include any losses and damages of assets, fines and penalties and other related expenses and all provable costs incurred by Customer due to the fact that Customer was, due to breach of Contractor`s obligations according to Article 23, Section (2), of these GTC Purchasing, Part B, obliged to compensate damage to third parties as well as to pay third parties contractual penalties, other sanctions including fines imposed by public authorities, or to compensate third parties in any other way. This should be without prejudice to Customer´s right to claim other damages incurred due to Contractor´s actions or omissions according to Article 23 of these GTC Purchasing, Part B.

(4) Customer is also entitled to refuse work and/or provided performance if the Contractor is not fulfilled its wage obligations towards its employees in the situations referred to in § 130a of the Labour Code without deeming of such refusal to be a breach of Agreement by Customer or Customer´s default, or failure to provide cooperation. In the event that the Contractor is found to be in non-fulfilment of its wage obligations to its employees in the situations referred to in § 130a of the Labour Code, or a failure to provide, upon Customer´s request and without delay, with documents and personal data of natural persons deployed by Contractor to provide work and/or any performance according to the Agreement (Article 23, Section (2), part b) of these GTC Purchasing, part B), shall be deemed to be a material breach of the Agreement; in which case Customer shall have the right to withdraw from the Agreement. Likewise, material breach

of the Agreement shall also be established, if Contractor breaches any of its obligations according to Article 23, Section (2), part b) and c) of these GTC Purchasing, part B; in which case Customer shall have the right to withdraw from the Agreement.

(5) If Contractor fails to fulfil the wage obligations towards its employees in the situations referred to in § 130a of the Labour Code and/or breaches any of its obligations referred to in Article 23, Section (2), part b) and c), GTC Purchasing, part B, Customer shall have the right to claim contractual penalty in amount of 100 000 € (in words: hundred thousands euro), for each particular breach.

24. Final Provisions

(1) Contractor is obliged to execute all performances according to the Agreement in a way that does not damage health or life of Customer´s employees or third parties, or Customer´s or the third parties´ property, or nature or environment. In this respect, Contractor is, among other obligations, obliged to act in a way that the electronic communication network and services provided by Customer are not interrupted. Contractor shall be responsible for damages on health, life, property, nature or environment, that were provably caused by a breach of Contractor´s obligations according to the Agreement or as a consequence or result of breach or failure to perform the Agreement and/or execution of performance in a breach of obligations of the Agreement or in other way in relation to execution of performance of the Agreement; regardless of whether these performances were executed by Contractor´s employees, personnel, authorized persons or sub-contractors.

(2) The Contractor undertakes to comply with all obligations set out in the applicable legislation and to provide all performance under the Agreement in full compliance with the applicable legislation, whereby the applicable legislation for the purposes of this provision means all legislation applicable to the performance of the Agreement and the provision of performance under the Agreement, including particularly the legislation of the Slovak Republic and the European Union. For purposes of this clause, the term “applicable legislation” includes laws, regulations, directives, decrees, ordinances and other legislation governing and regulating and/or related primarily, but not exclusively, to the following areas(a) personal data, data subject to telecommunications privacy and/or confidentiality of communication, in particular traffic data and location data, and such above data protection, (b) cybersecurity, (c) artificial intelligence, (d) digital operational resilience for the financial sector, (e) digital services and digital markets, (f) energy labelling, (g) accessibility of products and services for persons with disabilities, (h) fair access to and use of data, (i) general product safety. The Contractor is, during fulfillment of his obligations under the Agreement, obliged to abide by instructions or assignments of Customer, or the persons authorized by Customer, provided these instructions or assignments are not in contradiction to the Agreement and applicable legislation. If Contractor uses a subcontractor in the performance of the Agreement, the Contractor shall be liable for the performance provided using such a subcontractor in the same way as if the Contractor had provided it itself, subject to any other provisions of the Agreement governing the use of subcontractors, and is obliged to ensure compliance with the obligations arising from the applicable legislation throughout the subcontracting chain used by the Contractor. If the applicable legislation contains certain obligations and/or conditions regarding the use of subcontractors, the Contractor shall also comply with these obligations and/or conditions. Without prejudice to the foregoing Contractor's obligations, the Contractor further undertakes to provide the Customer with all information and all assistance and cooperation necessary for due and proper performance of the Customer's obligations under the applicable legislation. If the Contractor breaches any of its obligations referred to in this clause, the Contractor shall be obliged to compensate the Customer for any harm or damage incurred by the Customer in connection with such breach; Damages, for which the Contractor shall compensate Customer, shall include, without limitations, any losses and damages of assets, sanctions, fines and penalties and other related expenses and all provable costs incurred by Customer due to the fact that Customer was, due to breach of Contractor´s obligation under this Article 24, Section (2) of these GTC Purchasing, Part B, obliged to compensate damage to third parties as well as to pay third parties contractual penalties, other sanctions including fines imposed by public authorities, or to compensate third parties in any other way. This should be without prejudice to Customer´s right to claim other damages incurred due to Contractor´s actions or omissions according to this Article 24 Section (2) of these GTC Purchasing, Part B. Without prejudice to any other rights and claims of ST, if the Supplier discovers that the performance is not in compliance with the Agreement or the applicable legislation, the Supplier shall be obliged to immediately notify ST of this and, at its own expense, promptly adopt and implement all corrective measures necessary to remedy such non-compliance, including measures ordered by the relevant supervisory authority. If, as a result of such non-compliance, the supplied product can no longer be placed or made available on the market, distributed or used, or if it is necessary to recall it from the_market or take any other corrective action, in particular but not exclusively because the product is unsafe or such action has been ordered by the relevant supervisory_authority, the Supplier is obliged, upon request by ST, to immediately and at its own expense ensure the implementation of the relevant measure in cooperation with ST, including the recall of all affected products held by ST, its distribution partners and/or customers, and to bear all costs incurred as a result of the non-conformity for which the Supplier is responsible. The Supplier is also obliged, at ST’s discretion, to refund to ST the purchase price paid for the affected products or, at its own expense, to replace them with products that are in full compliance with the Agreement and the applicable legislation.

(3) The party shall not be liable to compensate the other party for damage caused by breach of its obligation under the

Agreement if it proves that it has been temporarily or permanently prevented from fulfilment of its obligation by the event of force majeure as set forth in the following provisions of this Article 24 Section (3) of these GTC Purchasing, Part B. Force majeure shall be deemed such obstacles that occurred after the obligation arose independently of the will of the obliged party which prevent such party from fulfilling its obligation, if it may not be reasonably assumed that the obliged party could have averted or overcome this obstacles or its consequences, or that it could have foreseen this obstacles at the time when the contract was established (e.g. war, state of war, martial law, state of emergency, crisis situation declared by public authorities, floods, fires or other natural disasters). Events of threat to public health, in particular in case of spread of communicable diseases, shall be considered as force majeure only if the performance of obligations pursuant to this by concerned party is prevented by a legislative or administrative act, measure and/or decision of the competent public authority or body (including quarantine measures). The performance shall not be considered impossible, if feasible upon application of a technological procedure or process other than the one originally envisaged, under more adverse conditions, at a higher cost, through a third party or after the agreed time. Force majeure shall not be deemed obstacles arising from the economic circumstances of the parties, in particular change in their personal or property circumstances or change in the economic situation, as well as obstacles, which arose or became apparent only when the obliged party had already been in default with fulfilment of its obligations under the Agreement. Force majeure shall not be deemed such circumstance that the obliged party could or should have assumed when concluding the Agreement, to be likely to occur. Should the obstacles of force majeure arise, the concerned party shall be obliged to inform the other party of the nature, beginning and end of the event of force majeure which prevents the performance of its obligations pursuant to the Agreement without undue delay. However, the liability for damage of the concerned party is not excluded, if the circumstances of force majeure only occur at a time at which the obliged party has already been in delay in the performance of its obligation under the Agreement or otherwise breaches its obligations under the Agreement, or in case that such obliged party has not fulfilled its duty to inform other party of the nature and beginning of the force majeure event without undue delay. In case that either party is in delay with the performance of its obligations under the Agreement or otherwise breaches its obligations under this Agreement (the “breaching party”) due to continuing force majeure event for the period exceeding 45 days, the other party shall be entitled to withdraw from the Agreement through a written notice sent to the breaching party.

(4) The exercise of claim for contractual penalty under these GTC Purchasing shall be without prejudice to Customer´s right to claim damages. Customer shall have the right to claim damages in full scope and extent, including damages exceeding the amount of contractual penalty. The contractual penalty shall be payable on the basis of an invoice raised by Customer without undue delay after breach of contractual obligation. The invoice on contractual penalty shall be payable within 14 days from the date of its issue.

(5) The contractual relationship created by the Agreement and these GTC Purchasing shall be governed by and construed in accordance with the laws of the Slovak Republic, regardless of any collision rules, particularly the Act No. 513/1991 Coll. Commercial Code as amended and other valid legislation. The parties hereby agree that application of the United Nations Convention on the International Sale of Goods shall be excluded.

(6) All disputes arising from or in connection with the Agreement shall be resolved primarily by negotiation. If the parties fail to resolve their disputes amicably, their dispute shall be resolved by competent Slovak court.

(7) Contractor by acceptance of particular Order or Agreement agrees that the terms and conditions, which are available at www.suppliers.telekom.de will be available in English language version only.

(8) The Agreement shall only be changed or amended by written amendment, numbered in ascending order, signed by both parties.

(9) Should one or more provisions of the Agreement or these GTC Purchasing become according to valid legislation ineffective, invalid or unenforceable, the remaining provisions shall remain valid and unaffected, to the extent of the valid legislation. The parties agree, that taking into consideration the meaning of such provision, they will replace it with a provision, which is to maximum extent similar to the original intent of the ineffective, invalid or unenforceable provision.

In Bratislava, on November 15, 2026
Slovak Telekom, a.s.

Attachment No. 1 to the GTC Procurement – List of Supporting Documents and Information

The Contractor shall submit to Customer the supporting documents and data as specified below, within the deadlines specified below, in order to fulfil the obligations ensuing from the illegal employment ban, employment of foreign nationals and their residence in the territory of the Slovak Republic, fulfillment of obligations concerning social security of Contractor's employees, fulfillment of obligations concerning assurance of conditions for employing workers posted from another EU member country or a third country, as regulated by the relevant Slovak laws and for the purpose of fulfilling the obligation to pay wages in special cases pursuant to the provisions of §130a of the Labour Code:

	Supporting documents and information	**Period**
Obligations concerning residence of foreign nationals in the territory of the Slovak Republic	1) Contractor shall submit a certificate of residence of a third-country national or an EU citizen in the territory of the Slovak Republic.	2 months prior commencement of Performance
Obligations concerning social security	1) Contractor shall submit the A1 certificate issued by the competent social security institution, or any other document proving that the social and health insurance is paid in the employee's home country	2 months prior commencement of Performance
Obligations concerning employment of foreign nationals	1) Contractor shall notify the reason why an employee from the EU or a third country is posted to/employed in the territory of the Slovak Republic in accordance with the Employment Services Act. 2) Contractor shall submit the document proving that the employee's accommodation in the territory of the Slovak Republic has been provided for. 3) Contractor shall be obliged to submit the employee's data required for the fulfillment of the information obligation towards the competent labor office in the Slovak Republic: first name, surname, date of birth, personal identification number, gender, nationality, travel document number, address of permanent residency in the territory of the Slovak Republic, highest level of education attained, date of work commencement in the territory of the Slovak Republic, date of work completion in the territory of the Slovak Republic, expected period of stay in the territory of the Slovak Republic, occupation	2 months prior commencement of Performance

Obligations concerning illegal employment ban	1) Contractor shall submit the employee's identity document and a document demonstrating the employment relationship between Contractor or its subcontractor and the employee.	2 months prior commencement of Performance
Obligations concerning assurance of conditions for employing workers posted from another EU member country or a third country	1) Contractor shall comply with the hard core of working conditions valid under the Labor Code: a) length of the working time and rest periods, b) length of holidays, c) minimum wage, minimum wage claims and wage overtime rate, d) occupational health and safety, e) working conditions for women, adolescents and employees caring for a child younger than three years of age, f) equal treatment for men and women and prohibition of discrimination, g) working conditions for employees of a temporary employment agency.	During whole period of execution of Performance
Obligations concerning occupational health and safety	1) Contractor shall submit a document issued by the National Labour Inspectorate of the Slovak Republic recognizing the professional qualifications of employees from EU countries for the activities performed, in accordance with Section 16(1) of Act No. 124/2006 Coll. This procedure for recognizing the professional qualifications of employees who are EU citizens shall not apply to employees from countries outside the EU. Such employees shall be authorized to perform the relevant activities under a valid authorization issued in a country that is not a member of the European Union, without the need for recognition of that authorization by the National Labour Inspectorate of the Slovak Republic. 2) In the case of a third-country employee, Contractor shall notify the type of activities to be performed in providing the service as well as the equipment to be operated by the employees.	During whole period of execution of Performance
Wage payment liability obligations	1) The Contractor is obliged to submit to the Costumer a document proving the pay date of the employees' wages with the Contractor, proof of the wages paid to the employee(s) concerned, the wage record of the employee(s) concerned, a document proving the existence of an employment relationship of the employee(s) concerned (a valid employment contract or a document proving the termination of the employment relationship), a record of the working time of the employee(s) concerned in the relevant period.	During whole period of execution of Performance within 10 calendar days from the date of receipt of the request for submission of documents by the Customer to the Contractor.