GENERAL BUSINESS TERMS OF COOPERATION IN THE AREA OF PROCUREMENT

of the Financial Group of Česká spořitelna
(version 2/2021)

1. General provisions

These General Business Terms of Cooperation in the Area of Procurement are issued in accordance with the provisions of Section 1751 of the Civil Code, and define the basic rights and obligations of the respective member of the Financial Group of Česká spořitelna entering into an agreement for delivery of goods or provision of services as the customer, and of its contractual partner, as the provider, during their mutual cooperation in the area of delivery of goods and/or provision of services.

2. Definition of basic terms

Unless explicitly stipulated otherwise, the following terms used in these business terms and in the Agreement have the following meaning:

Acceptance: procedure of handover and takeover of the Performance, which is (depending on the nature of the Performance and arrangements between the parties) contained in the Agreement or in Art. 8 of these business terms. During handover and takeover of the Performance, the provisions of Sections 1949 through 1951 of the Civil Code will not be applied.

copyrighted work: the work in the meaning of Section 2 of the Copyright Act. A copyrighted work also refers to a computer program in the meaning of Section 2(2) of the Copyright Act.

Copyright Act: Act No. 121/2000 Coll., on copyright, rights related to copyright and the amendment of certain laws, as amended.

cloud services or **cloud solution**: cloud computing based services for remote access to HW and SW.

member of the Financial Group of Česká spořitelna: Česká spořitelna, a.s., registered office: Prague 4, Olbrachtova 1929/62, Postal Code 140 00, ID Number: 452 44 782, CZ45244782, registered in the commercial register administered by the Municipal Court in Prague, File number B 1171, or any other company under the control of Česká spořitelna, a.s.. The information about the list of members of the Financial Group of Česká spořitelna is available on www.csas.cz. For the avoidance of any and all doubts it is agreed that the fact that the customer is no longer a member of the Financial Group of Česká spořitelna does not affect the application of these business terms on the already concluded Agreements.

CNB: Czech National Bank

DDP: "Delivered Duty Paid" delivery conditions according to Incoterms 2010.

provider: the customer's contractual partner according to the respective Agreement.

VAT: value added tax

Confidential Information: all information in oral or written form (including information in electronic form), which one contractual party provides to the other contractual party in connection to the Agreement, regardless of the form of its depiction, including but not limited to information for which a special confidentiality regime is stipulated by legal regulations (in particular banking secrets, personal data of the customer´s clients), regardless of whether the providing party explicitly identified it as confidential.

However, Confidential Information does not include information that has become publicly known, if this did not occur through violation of the obligation to protect it, information obtained based on a procedure independent of the Agreement and the other contractual party, if the contractual party that obtained the information is able to prove this fact, and information provided by a third party that did not obtain such information by violating one of the contractual parties' obligation to protect such information.

invoice: a tax document corresponding to the relevant tax and accounting legislation of the Czech Republic.

HW, or hardware: technical devices or their parts, especially computers, monitors, printers, servers, active components, peripherals, etc.

IT or information technologies: HW, SW or their functional interconnection; this term includes also (according to the context) communication technologies and related services (e.g. consulting services).

workaround: temporary removal of the impacts of defect (without removal of their source), which enables the change of categorization of the defect to the defect of lower category.

IT Security/Security defect: it refers in particular to, but is not limited to defects, design and implementation, which may lead to an unexpected and/or an undesirable event which may pose a threat to the security of IT systems, networks, applications or used protocols.

software implementation: it refers to a set of activities connected with software installation on hardware of customer, performance of a settings and integration into existing IT infrastructure of the customer for the purpose of achieving of the purpose of the software implementation stated in the Agreement. If no purpose of the software implementation is stated in the Agreement, then it is always understood as a launch of a flawless software.

license: an authorisation to exercise the right to use a copyrighted work to the stipulated extent.

Civil Code: Act No. 89/2012 Coll., Civil Code, as amended.

business terms: these general business terms of cooperation in the area of procurement.

customer: the respective member of the Financial Group of Česká spořitelna, a.s. which enters into an Agreement incorporating these business terms by attachment or by reference.

authorised user of Confidential Information: in relation to the relevant contractual party, its appointed proxies, employees, governing bodies and controlling entities, as well as potential tax, accounting or legal advisors of the contractual parties bound by a legal or contractual nondisclosure obligation. In relation to the provider the authorised users of Confidential Information are the subcontractors who participate in accordance with the Agreement in the Performance and who are contractually bound to protect the customer's Confidential Information. In relation to the customer these are particularly appointed employees, representatives or advisors of any Erste Group company, other entities in a similar position who need to be familiar with the provider's Confidential Information, and the customer's supervisory authorities.

outsourcing: the customer's activity which is ensured for the customer by a third party on a contractual basis. Unless stipulated otherwise by the relevant legal regulations, significant outsourcing is in question if the following activities are outsourced:

a) activities of such importance that a deficiency or failure in their provision could have a major impact on the customer's ability to fulfil prudential rules or the continuity of its activity,

b) activities, the provision of which by the customer is conditioned by the granting of authorisation for the activity by the relevant overseeing authority,

c) activities that have a major impact on management of the customer's risks, or management of risks related to the aforementioned activities.

Performance: a service, delivery of HW, software or provision of related performance or provision of related activities, which are performed by the provider for payment based on the Agreement.

Erste Group: i.e. a group of commercial corporations directly or indirectly controlled by Erste Group Bank AG, registered office: Am Belvedere 1, A-1100 Vienna, Austria, including this company. Control refers to the holding of an ownership interest of more than 50% in the given company or holding of more than half of the voting rights, directly or indirectly.

SLA, or Service Level Agreement: an agreement on the guaranteed level of provided Performance, e.g. warranted level of certain parameters, availability of services, operability of SW or HW, maximum time to reaction on the reported defaults, maximum time to fix the reported default, etc.

Agreement: the agreement concluded between the customer and provider, which refers (directly or through another agreement between the customer and provider) to these business terms, and makes these business terms a part thereof. To eliminate doubts, the term Agreement also includes these business terms, in the scope in which the provisions of the Agreement do not contain divergence from the content of these business terms. The Agreement may also be concluded based on a written order (e.g. customer's SAP order). In these cases, it applies that if the customer's order according to the previous sentence contains information beyond the scope of the provider's original offer, stating that the obligation established by the order will be governed by these

business terms, this constitutes valid acceptance of the offer, unless the provider rejects such acceptance without undue delay, at latest within 5 business days, in accordance with Section 1740(3) of the Civil Code. If the provider commences fulfilment according to the order before the passing of the deadline according to the previous sentence, it is understood that the provider does not reject such acceptance of the offer by the customer and waives its right to rejection.

contractual parties, also the **parties**: the customer and provider collectively; the term in singular form indicates the customer, provider or either of them individually depending on the context.

software, computer program or **SW:** order of instructions which describes the realization of the task given by a computer or similar technical device. This term includes all forms of a computer program, including those that are part of hardware. This term includes all components of a computer programs, its source and object code, related preparatory conceptual materials and documentation, as well as graphical and other elements of the user´s interface; this term does not include data processed by the software, unless expressly specified otherwise.

COTS Software: Commercial Off-The-Shelf Software: ready-made software product offered on the market to the public. The respective documentation and data carriers form always part of the delivery of COTS Software. In case of doubts it applies that the software subject of the Agreement is not considered to be the COTS Software.

Hosted software: usage of software, when software is located on servers of the provider, who performs its administration and maintenance and provides the customer with access to the software via internet connection or virtual private networks (a.k.a. Software as Service, or Application Service Providing).

subcontractor: a contractor or other contractual partner to the provider, who participates in the Performance based on a different obligation towards the provider than employment or similar, the subject of which is the performance of dependent activity.

defect: a condition where the provided Performance does not correspond to the specifications agreed upon in the Agreement, or the level of provision of the Performance guaranteed by the provider is not fulfilled If neither of those are agreed upon in Agreement, then a defect is a condition where the provided Performance and / or guaranteed level of providing the Performance does not correspond to quality and design suitable for the purpose stated in the Agreement. If no purpose is stated in the Agreement, then the achievement of the usual purpose for which the Performance usually serves, is understood as a purpose of the Agreement. A legal defect is a situation in which the Performance is encumbered with third-party rights contrary to the Agreement, the Performance or its use by the customer or provision by the provider is contrary to the relevant legal regulations, or if provision or use of the Performance is prevented by something other than a technical obstacle, for which the provider is liable.

VAT Act: Act No. 235/2004 Coll., on value added tax, as amended.

GDPR: Regulation (EU) 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 (General Data Protection Regulation)

Principles of personal data processing: customer's document containing information under art. 13 and 14 of GDPR, which is accessible on customer's web site or available on request from the customer.

3. Basic representations and obligations of the contractual parties

3.1 The customer is a company duly incorporated and existing in accordance with the legal code of the Czech Republic, and as such has the right to conclude the Agreement and duly fulfil its obligations arising therefrom.

3.2 By signing the Agreement, the provider confirms that: it is a business entity duly incorporated and existing according to the legal code of the country of its registered office; it has a license to operate in the territory of the Czech Republic in the necessary scope; and it has the right to conclude the Agreement and fulfil its obligations arising therefrom. The provider confirms that it has the skills and capacities allowing it to provide the customer with the Performance in the highest attainable quality, and that it is capable and will act with expertise and care usually associated with the subject of its activity, occupation or such situation.

3.3 By signing the Agreement, the provider confirms that it is not under criminal prosecution. The provider is obligated to immediately inform the customer, if any criminal proceedings have been initiated against him. The provider undertakes to submit a statement from the criminal records not older than 3 months from the date of the customer's request, immediately upon request from the customer at any time throughout the duration of the Agreement.

3.4 By signing the Agreement, the provider confirms that it is not in bankruptcy or liquidation, that insolvency proceedings have not been commenced against it, and that a petition to commence insolvency proceedings against the provider was not rejected due to a lack of assets. By signing the Agreement, the provider also confirms that no execution of a decision or distrainment has been imposed against its assets. The provider declares that it is not an unreliable payer according to the VAT Act and that it is not a subject of proceedings conducted by the tax administrator for the purpose of issuing a decision stating that the provider is an unreliable payer according to the VAT Act. Should proceedings be conducted against the provider for the purpose of issuing a decision stating that it is an unreliable payer according to the previous sentence, the provider is obliged to disclose this fact to the customer within a deadline of 15 business days from the day when the provider learns of this fact.

3.5 The provider undertakes:

a) to maintain the validity and effectiveness of all the necessary permits and licences required for its existence and due performance of the provider's business activity in the Czech Republic;

b) to preserve and/or to acquire all the trademarks, permits, licences, patents or other subject of intellectual property required for fulfilment of the Agreement;

c) to fulfil duly and punctually its tax obligations arising in connection to payments received from the customer,

d) to inform the customer of its bankruptcy or impending bankruptcy, about the commencement of insolvency proceedings against the provider or imposition of execution of a decision or distrainment against the provider's assets, or the risk of such situation (issuance of an effective court decision, which under the given circumstances will probably not be fulfilled by the provider within the deadline stipulated by such decision),

e) to inform the customer that it has become an unreliable payer according to the VAT Act.

3.6 For the purposes of the Agreement, the provider's obligations and representations according to Art. 3.2 through 3.5 of these business terms are considered to be fundamental, and their violation or falseness (albeit partial) constitutes a substantial breach of the Agreement, which is sufficient reason for immediate withdrawal from the Agreement by the customer.

4. Purpose and subject of the Agreement

4.1 If the customer is interested in the provider's Performance, the provider and customer will conclude an Agreement which specifies the relevant Performance, its price and other conditions of its provision, whereas the obligation established by the Agreement is governed by these business terms, in the scope in which the Agreement does not diverge from these business terms.

4.2 If the purpose of the Agreement is not set out therein, it is always the customer's interest in the due and timely provision of the provider's Performance, so that this Performance brings the customer the benefits usually associated with it, as well as those that the provider was potentially informed of during negotiations on conclusion of the Agreement.

4.3 Under the Agreement, the provider undertakes to provide the customer with the Performance, which is specified in detail in the Agreement, under the conditions stipulated in the Agreement. The Performance must always correspond to the conditions set out in Art. 6.1 of the business terms.

4.4 The customer undertakes to provide the provider, based on a time request, with the cooperation needed for due fulfilment of the provider's obligations. It is the provider's obligation to request this cooperation in time and specify it sufficiently. The customer is obliged to provide only such cooperation that cannot be ensured by other means, and only in a reasonable scope. In the event of delay in providing cooperation, which prevents the provider in its Performance, the provider is obliged to inform the customer's responsible person of this fact in writing; if this situation lasts longer than 14 days, the provider is obliged to send a notice also to the persons authorised to bind the customer in contractual matters.

4.5 The customer undertakes to pay the agreed price for duly delivered Performance under the conditions stipulated in the Agreement.

5. Subcontractors and provider's employees

5.1 During provision of the Performance, the provider is not authorised to use a subcontractor, unless agreed otherwise in the Agreement. If the Agreement allows the use of a subcontractor, the provider is responsible for the part of the Performance delivered by the subcontractor as though it was delivered by the provider itself. Failure of the subcontractor to fulfil its contractual obligations

to the provider does not affect the provider's obligations or liability, and the provider remains fully liable to the customer for the fulfilment of its obligations.

5.2 If subcontractors are used, the provider is obliged to inform the customer upon request and without undue delay about the identification data of the subcontractors participating in the Performance and the scope of Performance entrusted to them. The customer reserves the right to reject a specific subcontractor without stating its reasons, but undertakes to exercise this right in a non-abusive manner.

5.3 In justified cases, the customer is authorised to request a change in the composition of the team of persons participating in the Performance for the provider. The provider is obliged to accommodate such request immediately and replace the given person with a different person whose qualifications correspond to the replaced person. The customer undertakes to exercise this right in a non-abusive manner.

5.4 The provider is obliged to ensure that all the persons participating in the fulfilment of its obligations from the Agreement, who remain on the customer's premises or workplaces or enter into the customer's IT infrastructure comply with the effective legal regulations on occupational health and safety regulations, effective rules and standards for use of IT, safety of IS/IT, protection of the customer´s data and all of the customer's internal regulations, with which the customer has familiarised the provider in advance or with which these persons were familiarised.

5.5 In the case of the Agreement for the provision of services by consultants (specialists) in the form of purchase of man-hours or man-days, the provider guarantees the stability of the team for the entire duration of the provision of the Performance. The provider shall be entitled to make a change in the assignment of specific specialist providing a specific Performance under the Agreement only if the vacant position is occupied by another suitably qualified specialist. The provider will provide training and information handover to the new specialist at his own expense. The new specialist must be approved in advance by the customer, and the provider is required to request such consent from the customer at least 1 month before the change of the specialist is to take place. The customer will not deny the consent without due cause. The customer reserves the right to a three-week trial period for each new specialist, during which he may terminate the co-operation with such specialist without being obligated to pay for the time worked by the new specialist. In the event that the provider's specialist at any time after the trial period does not meet the Customer's qualitative requirements, the Customer has the right to require the termination of cooperation with such specialist and the provider is obliged to provide adequate substitute and training for this substitute at his own expense.

5.6 If using a subcontractor, the provider undertakes to ensure that none of its contracts with this subcontractor are contrary to these business terms or the Agreement, and evade their purpose.

5.7 The provider undertakes to compensate the customer for all damages caused by the persons (employees, subcontractors, agents etc.), who will participate in Performance on behalf of the provider.

6. Warranty, insurance

6.1 The provider is liable for ensuring that all Performance from the provider is delivered according to the specifications of the Performance in the corresponding Agreement. The Performance must be free of defects, in the corresponding quantity, quality and grade and fully usable for the purpose for which it was purchased. The Performance must be delivered whilst exercising professional care and with a proactive approach. The Performance must comply with legal regulations effective in the Czech Republic or in another location where the Performance is to be provided or used according to the Agreement. The provider is obliged to ensure that all of its Performance is free of legal defects.

6.2 Unless agreed otherwise in the Agreement, the provider provides a quality warranty of 24 months on the Performance. The warranty period starts from the moment of Acceptance of the Performance as a whole, respectively Acceptance of the last separately handed over part thereof. Until Acceptance of the Performance as a whole, the warranty applies only to the parts of the Performance accepted as at the given time. However, it is understood that the customer has reported potential found defects in time, regardless of the moment of their identification, if they were reported at any time during the warranty period.

6.3 If a defect in the Performance is found after Acceptance of the Performance during the warranty period, the provider is obliged to remove the defect in the Performance or deliver substitute Performance that is free of defects, at its own expense, at latest within 10 business days from reporting of the defect by the customer, unless agreed otherwise. This does not affect the customer's rights from defective Performance, which are set out in these business terms, agreed in the Agreement or arise from the relevant legal regulations.

6.4 Defects in the Performance that prevent Acceptance of the Performance are not warranty defects, unless the customer accepted the Performance even with these defects; in this case, the defects listed in the acceptance protocol or otherwise reported during Acceptance are considered to be reported warranty defects from the moment of Acceptance of the Performance. Defects in the Performance that do not prevent Acceptance of the Performance and were listed in the acceptance protocol or otherwise reported during Acceptance are also considered to be reported warranty defects from the moment of Acceptance,.

6.5 In cases when it follows from the nature of the Performance, purpose of using the Performance or relevant legal regulations, the provider is responsible for obtaining potential necessary certificates for the Performance. The customer may request the submission of copies of these certificates as a part of the Performance, within the price for the Performance.

6.6 In cases where the Performance consists of the delivery of movable items, the provider undertakes that it will be capable of delivering spare parts for the Performance for minimally 5 years from Acceptance of the Performance. The warranty period on delivered spare parts is 24 months from delivery of the spare part.

6.7 The provider is obliged at its own expense to effectively protect the customer from third-party claims and compensate the customer in full if a third party successfully applies a claim arising from a legal defect in the provided Performance. If the third-party claim arising in connection to the Provider's fulfilment, regardless of its justification, lead to a temporary or permanent court-imposed ban or limitation in use of the Performance or part thereof, the provider is obliged to ensure substitute performance immediately and minimise the impact of this situation, at its own expense and without any impact on the price for Performance agreed according to the Agreement, whereas the customer's claims to compensation of damages will not be affected.

6.8 If the provider's obligation to maintain a specific insurance policy for risks related to the Performance is stipulated in the Agreement, the provider undertakes to maintain effective insurance in this scope, and for this purpose will fulfil the obligations arising for it from the insurance contract, in particular the payment of premiums and due fulfilment of its reporting obligation, throughout the entire duration of the Agreement. The provider will submit to the customer without undue delay, but at latest within 10 business days from the customer's request, an insurance certificate or copy of the insurance contract in the necessary scope, as evidence of having fulfilled the provider's obligation.

6.9 If the provider does not conclude insurance according to the Agreement, does not maintain its effectiveness or does not submit to the customer the insurance contract and document or confirmation according to the previous clause, the customer is authorised to conclude and maintain insurance in its own name at any time to cover the risks related to provision of the Performance, and to pay any premium that is adequate for such purposes and the value of which is usual on the market for the given risks, to the account of the provider. The customer is authorised to offset such amounts paid on behalf of the provider against any monetary receivables of the provider towards the customer, which are due or become due, or to recover these amounts as the provider's outstanding debt.

7. Subject, deadline, form and place of fulfilment of the Agreement, delivery conditions

7.1 The provider is obliged to provide the Performance according to the relevant Agreement.

7.2 The deadline, form and specific place of fulfilment are generally determined in the Agreement; if not stipulated in the Agreement, the place of performance is the customer's registered office; however, the provider is obliged to notify the potential delivery of goods or items within the performed work to the customer's registered office at least 5 business days in advance.

7.3 If the subject of Performance under the Agreement is the delivery of goods, delivery will be governed by the DDP delivery conditions according to Incoterms 2010.

8. Acceptance of Performance

8.1 The obligation to provide Performance is considered fulfilled if the Performance is duly provided and handed over by the provider and taken over by the customer.

8.2 Handover and takeover of Performance are carried out through Acceptance according to the procedure defined in the Agreement.

8.3 If the Performance corresponds to the agreed specifications and conditions set out in Art. 6.1 above, the customer will accept the Performance and indicate "Accepted" as the result of Acceptance in the acceptance protocol.

8.4 If defects in the Performance that do not prevent its Acceptance are found during Acceptance, the customer will accept the Performance and indicate in the acceptance protocol that the Performance is accepted with the reservation of the found defects; it

will also indicate which defects were found in the accepted Performance or refer to a document containing a specification of these defects. The customer proceeds likewise if, at its own discretion, it accepts Performance in which defects were identified that prevent Acceptance of the Performance.

8.5 Regarding Performance that was accepted without reservations or with reservations, it is conclusively presumed that it was handed over by the provider to the customer and taken over by the customer from the provider on the date indicated in the acceptance protocol. If physical takeover of the accepted Performance did not take place on this day, the customer will do so at latest within 5 business days, whereas the provider will provide all the necessary cooperation for this purpose. Unless agreed otherwise in the Agreement, the provider is obliged to eliminate the defects listed by the customer as reservations during Acceptance at latest within 10 business days from the day of Acceptance, indicated in the acceptance protocol.

8.6 If the fulfilment which was the subject of Acceptance does not correspond to the agreed specifications, contains defects and/or IT Security/Security defects that prevent Acceptance, the customer is not obliged to accept the Performance. If the customer refuses Acceptance of such Performance, it will indicate in the acceptance protocol that the Performance is not accepted, and is simultaneously obliged to indicate which defects in the Performance prevent Acceptance, or is obliged to refer to a document containing a specification of these defects. Acceptance of the refused Performance must be repeated without undue delay, assuming that the provider has removed the defects that prevented Acceptance. This does not affect the customer's other rights from defective Performance and/or from the provider's delay, which are listed in these business terms, agreed in the Agreement or arising from the relevant legal regulations.

The provider's Performance which is submitted for Acceptance with defects that prevent Acceptance is not considered proper, and the provider's obligation to deliver the Performance duly and punctually is not fulfilled by submitting such Performance.

8.7 Acceptance of documents

a) If the subject of Performance is the elaboration of a document, the customer is authorised to raise any comments regarding discrepancies between the submitted draft and the specifications of the Performance within the framework of its Acceptance.

b) The provider is obliged to deal with the customer's comments without undue delay and submit a new version of the document to the customer for approval, supplemented with a description of how the individual comments were handled. This procedure is repeated until all of the customer's comments have been dealt with.

c) Commenting of the document and processing of conditions does not affect the agreed deadline of Performance. The parties will record the individual versions of the document, comments that the customer had to them, and the manner of their handling in the acceptance protocol; they may also provide a reference to the respective documents describing the course of Acceptance in the acceptance protocol.

d) If the customer has no comments, or only has comments that do not prevent Acceptance, the document is accepted.

e) This procedure applies also to the Acceptance of source codes and/or approval of documents which are not directly the subject of Performance, but are to be created according to the Agreement, e.g. for elaborating detailed specifications of the Performance or elaborating the acceptance test specification.

8.8 Acceptance of the Performance by the customer in itself does not prove that the Performance was provided duly and does not preclude that the Performance may contain obvious or hidden defects. Defects in the Performance found or reported after Acceptance have the consequences described in Art. 6.3 above.

8.9 Acceptance of the Performance takes place exclusively by signing the relevant acceptance protocol or similar document by the designated person acting on behalf of the customer. Unless the Agreement explicitly stipulates otherwise, Acceptance of the Performance does not take place without fulfilling the aforementioned conditions, not even in consequence of the customer's delay, commencement of use of the Performance by the customer or in consequence of any other legal conduct (including inactivity) of the customer.

8.10 If the Performance includes documentation of the Performance and the Performance is modified within the Acceptance process, the provider is also obliged to deliver an updated version of the documentation at latest within 10 business days from Acceptance of the Performance.

9. Price, payment conditions

9.1 The price for Performance is stipulated in the respective Agreement.

9.2 If the provider is a VAT payer, it is obliged always to indicate the price for Performance without VAT, the VAT rate in the amount currently stipulated by law, and the price of Performance including VAT in all of its invoices and tax documents, offers or other materials related to the Agreement.

9.3 The price for Performance excluding VAT is stipulated as the fixed and highest permissible amount paid excluding VAT by the customer for the Performance, and as such includes all of the provider's costs related to the Performance, as well as any taxes and fees (apart from VAT), all risks (currency, inflation, etc.), customs duty, insurance, transport or storage costs, etc.

9.4 The provider is entitled to payment of the price for Performance after Acceptance of the Performance. The provider is not authorised to request an advance for the Performance or a reasonable part of the remuneration according to Section 2611 of the Civil Code, unless the parties agree otherwise in the Agreement. In the case of Performance divided into parts with partial payments, the price for Performance is paid after Acceptance of the respective part, to which the partial payment is bound. The provision of Section 2610(2) of the Civil Code is hereby precluded.

9.5 From the moment when the agreement for the transmission of electronic invoices is concluded, this billing option always takes precedence over the document (paper) form of invoicing. The provider is required to send electronic invoices to fakturaPDF@csas.cz. In the event that, for reasons on the part of the ordering party, it is not possible to use the electronic billing option, the provider is entitled, upon to prior notice, to deliver the invoice in paper form to the customer.

9.6 The maturity of invoices is 30 calendar days from delivery of the invoice (including delivery of the electronic invoice). The address for delivery of invoices in hardcopy form is:

Česká spořitelna, a.s.
Dept. 2240
Olbrachtova 1929/62
140 00 Praha 4, Czech Republic

9.7 All accounting documents must correspond to the valid and effective accounting and tax regulations of the Czech Republic, must contain the respective Agreement number and potentially the customer's SAP order, and will also include an attached copy of the acceptance protocol or other protocol required by the Agreement, as well as the provider's account published by the tax administrator in a manner allowing remote access. Amounts paid by the customer to the provider will be paid via wire transfer exclusively to this account.

9.8 If the accounting document does not meet all of the aforementioned requirements, the customer will return such document within its maturity period to the provider, who will correct it and return it to the customer. If it is an accounting document based on which the customer is to pay any monetary amount, a new maturity period for this amount starts from the moment of delivery of a corrected document.

9.9 If the provider is given the status of an unreliable payer by decision of the tax administrator in the course of taxable fulfilment according to the provisions of the VAT Act, the customer is authorised to pay VAT from the provided fulfilment directly to the tax administrator instead of the provider, and subsequently pay the provider the agreed price for provided Performance reduced by this paid tax. The contractual parties consider this procedure to constitute the fulfilment of the customer's obligation to pay the agreed price, respectively part thereof.

9.10 If the Performance is subject to tax collected by deduction, the customer deducts the corresponding tax and pays it to the relevant financial bureau. The value of this tax will be stipulated based on confirmation of the tax domicile and declaration of the foreign entity for application of the respective agreement to limit double taxation, which forms an annex to the Agreement. For every such tax, the customer will submit to the provider a confirmation of the deduction and payment of this tax from the financial bureau. The provider is obliged immediately to submit updated confirmations and declarations concerning changes of the data in these documents. Furthermore, the provider is obliged to submit to the customer confirmation of its tax domicile always at the start of every new calendar year (at latest by 30th January of the given year) throughout the effective term of the Agreement. The provider is familiar and agrees without objections that if it fails to submit the confirmation of tax domicile or Declaration of a foreign entity, or

does not submit it on time, the tax collected by deduction will be subject to the corresponding rate for this tax according to the legislation of the Czech Republic.

10. Contractual penalties and other sanctions

10.1 In the event of the provider's delay in providing the Performance or part thereof, or in removing defects within the agreed deadline, the customer is entitled to a contractual penalty in the amount of 0.5% of the total price for Performance according to the Agreement for every even started day of delay.

10.2 In the event of violation of any of the provider's obligations according to Art. 3.3 and 3.5, the customer is entitled to a contractual penalty in the amount of CZK 100,000 for any individual violation. This does not apply if these terms stipulate a special contractual penalty for any of the said cases.

10.3 In the event of violation of the obligation to protect Confidential Information or the nondisclosure obligation regarding Confidential Information according to the Agreement by a contractual party, the other contractual party is entitled to a contractual penalty from the other contractual party in the amount of CZK 1,000,000 for every individual case of violation.

10.4 Interest on arrears in payment of a rightfully issued invoice will be paid in the lawful amount.

10.5 The contractual penalties according to the Agreement are due within 30 days from delivery of a written request for their payment to the contractual party that is obliged to pay.

10.6 Discrepantly from Section 2050 of the Civil Code, the contractual parties have agreed that the arrangement of any contractual penalty will not affect the right to compensation of damages arising from violation of the obligation to which the contractual penalty pertains, and the claim to compensation of damages may be applied independently of the contractual penalty and in full extent. This does not apply if the Agreement explicitly stipulates otherwise.

11. Compensation of property and non-property losses

11.1 The relevant provisions of the Civil Code apply to the compensation of property losses (damages) and immaterial losses. Property losses are compensated in money, unless the parties agree otherwise in a specific case. The contractual parties declare that if damage to the customer's reputation or commercial name or other non-property loss occurs through violation of the provider's obligations, the provider will also pay the customer adequate satisfaction.

11.2 The customer is not obliged to undertake prevention exceeding standard care and caution, unless it is called on within the cooperation agreed according to the Agreement to exercise a higher degree or specific type of prevention.

11.3 The provider undertakes to compensate the customer for damages incurred through violation of the law, regardless of the provider's fault. During the provision of Performance, the provider is perceived as an entity liable for its own operation activity.

11.4 The provider is liable for the justified claims of third parties raised against the customer in connection to the Performance provided by the provider to the customer, and undertakes to compensate the customer for all damages arising therefrom.

12. Rights to copyrighted works and intellectual property

12.1 In relation the copyrighted work created for the customer based on the Agreement, i.e. based on the customer's specific requirements and/or assignment, the provider undertakes to have, at the latest at the time of handover such copyrighted work to the customer, the right to exercise all economic copyrights to such copyrighted work and the consent of the author(s) of such copyrighted work to assign all of this economic copyrights to the costumer. At the time of handover of the copyrighted work to the customer for Acceptance, the provider shall assign to the customer the right to exercise all of economic copyrights regarding such copyrighted work. In relation the all other copyrighted works, i.e. created not for the customer based on the Agreement, that are the subject of the Agreement or related to the Performance, the provider undertakes to have, at the latest at the time of handover such copyrighted work to the customer, the right to exercise all economic copyrights to such copyrighted work to the extent necessary to fulfill the purpose of the Agreement, At the time of handover of the copyrighted work to the customer for Acceptance, the provider grants the customer with exclusive rights to exercise all economic copyrights to such copyrighted work (license) to the extent necessary to fulfill the purpose of the Agreement, in particular the right to use the copyrighted work in any manner that comes into consideration, including the right to modify and change the copyrighted work. Within the granted license, it is stipulated that part of the customer´s right to modify and change the copyrighted work is as well the authorisation to exercise this right through a third party. Within the

granted license, it is stipulated that the customer is authorised to use the copyrighted work and introduce it to the market without the need to indicate the authorship of the author(s), provider or any other party cooperating with the provider. The license is granted for the entire duration of the economic copyrights, without territorial or quantity limitations in the scope of use of the copyrighted work. By granting the license the provider confers the customer the right to sublicense the copyrighted work for third party and the right to assign the license to a third party in whole or in part. The provider hereby grants the customer express consent to such assignment and expressly waives his right to be notified of the assignment by the customer, for each individual case of such assignment. The copyrighted work according to this Art. 12.1 includes the complete documentation for the copyrighted work including the complete source code and all reference materials. The provider is obliged to hand this documentation over to the customer when commencing Acceptance of the copyrighted work. The provisions of this clause apply also to the part of the Performance potentially delivered by a subcontractor, whereas if the provider does not have the right to exercise economic copyrights within the meaning of this Art. 12.1, in this case the provider is obliged to ensure the granting of all aforementioned rights to the copyrighted work (licenses) by the subcontractor directly to the customer.

12.2 All licenses to the copyrighted works provided within the Performance are provided without consideration, unless the value of remuneration is stipulated in the Agreement. The provider is fully liable to the customer for due settlement of the remuneration vis-à-vis the authors of all copyrighted works, which are used as part of the Performance.

13. Special provisions on IT deliveries

Without prejudice to other provisions of these business terms, the following special provisions shall apply for IT deliveries (however, in the case of contradiction between these special provisions for the IT deliveries and other provisions of these business terms, these special provisions shall prevail):

13.1 Acceptance

Handover and takeover of the Performance in form of SW are carried out through Acceptance according to the procedure defined in the Agreement, in case that the Acceptance is not described in the Agreement, the customer will carry out the acceptance tests pursuant to these business terms.

The provision of Art 8.7 shall apply for the specification of acceptance tests in an appropriate manner. If the Agreement does not envisage a creation of acceptance tests, the customer is entitled to verify the lack of defects in the Performance in any reasonable manner.

The following rules for Acceptance apply unless the Agreement stipulates other rules for acceptance tests:

a) The acceptance tests are carried out by the customer with participation of the provider in accordance with the acceptance tests specification. The customer has to be informed about the start and time of the acceptance tests at latest 5 business days in advance and the provider is obliged to ensure the participation of its representative. In case of absence of the provider´s representative, the customer is not obliged to carry out acceptance testing.

b) Unless the acceptance tests specification stipulates otherwise, the result of acceptance tests is considered successful if: no Defect A-level and no more than 5 Defects of B-level and no more than 5 Defects of C-level were discovered. The categorization of defects is governed by these business terms. In case of doubts regarding the defect category, the customer makes the final decision.

c) The successful result of acceptance test does not deprive the customer of its rights stipulated in these business terms, agreed in the Agreement or arising out of relevant legal regulation in case that defects of Performance will be discovered in the future, irrespective whether these defects were discoverable within the Acceptance or not.

d) The result of individual tests shall be recorded together with the list of discovered defects in an acceptance protocol. If the result is not successful, the provider is obliged to remove the causes of such result without unreasonable delay and to repeat the tests. This procedure shall be repeated until the successful result of test is reached.

e) The acceptance testing and removal of defects that prevent to the Acceptance has no impact on the agreed term of Performance.

13.2 Defects categorization

Unless otherwise stipulated in the Agreement, the defect categorization is as follows:

a) Defect A-level: a defect, which entirely or substantially prevents to the use of the Performance.

b) Defect B-level: a defect which does not prevent the use of the Performance but restricts its use; this includes also workarounds of Defect A-level.

c) Defect C-level: a defect which is not a Defect A-level or a Defect B-level, this includes also workarounds of Defect B-level.

13.3 Assurance of support of COTS Software and Hosted software

Analogically to the provision of Art. 6.6, the provider is obliged to assure that the support of the producer, service provider or alternative performance of another person shall be provided in connection to the COTS Software and/or Hosted software at least for the period of 5 years from the later of the following: the date when the license or sublicense to COTS Software was granted or from the moment of its launching into operation.

13.4 Rights to Software

a) In relation to the COTS Software the license terms to use the copyrighted work are specified in the respective Agreement. If the license terms are not specified in the respective Agreement, the provider is obliged to get the customer provably acquainted with these license terms before the provision of the Performance, and the customer has the right to withdraw from the Agreement without any sanction if the provider fails to fulfil this obligation. Until the provider get the customer provably acquainted with the license terms to use related to the COTS Software not specified in the respective Agreement and until the customer will not express its written consent with the license terms to use related to the COTS Software not specified in the respective Agreement, the customer may not require to fulfil any obligation arising for him from the respective Agreement. The arrangement of the previous sentence does not affect the rights of the customer arising for him from the respective Agreement or the obligations of the provider stipulated therein. Unless it is agreed otherwise in the Agreement, the license terms of the COTS Software have to enable the use of the Performance, whose part is formed by the COTS Software, for the purpose followed by the Agreement and they may not (in comparison to the copyrighted work regulated by Art. 12.1.) restrict the customer´s usage right without reasonable cause.

b) The extent of the license to the custom-made Software created for the customer based on the Agreement and the obligations of the provider in relation to such Agreement is governed by Art. 12.1. Unless stipulated otherwise in the Agreement, the source code of the custom-made SW created for the customer shall be the part of such Performance, including programming/coding notes, complete documentation and data (including e.g. complete programming/coding repository records). During development and creation of the source code, notes and relevant documentation and data according to the previous sentence, the supplier is obliged to comply with standards customary in the given industry, that enable clear comprehension and modification of the source code by a professional other than supplier.

c) If the delivered copyrighted work is custom-made Software and/or Hosted software, the provider is obliged upon a request from the customer to conclude an agreement with the customer on maintenance of the copyrighted work, for which the customer was granted the rights under the relevant Agreement. The provider is obliged to offer a price for software maintenance under the usual conditions on the market. For the purposes of the Agreement, this obligation of the provider is considered a fundamental obligation and its violation constitutes a substantial breach of the Agreement, which represents a reason for withdrawal from the Agreement by the customer.

d) If the contractual parties do not conclude an agreement on software maintenance, or if such agreement expires, or if the provider’s business activity in the area of IT is terminated, or if reasons are given for withdrawal from the Agreement, the customer is authorised to perform maintenance of the software itself or procure the maintenance of software from a third party.

13.5 Some consequences of a breach of the IT delivery Agreement

13.5.1 The customer is authorised to withdraw from the Agreement according to the provision of Art. 17.3 of the business terms, if the provider repeatedly (i.e. at least two times) in 12 consecutive calendar months breached the SLA related to the Performance.

13.5.2 In the event of violation of the obligation to hand over the source code to the copyrighted work, which is part of the Performance pursuant to Art. 13.4(b), the customer is entitled to a contractual penalty from the provider in the amount of 200% of the price of the copyrighted work according to the relevant Agreement.

13.6 Use of free and open source software for Performance

13.6.1. If a software or a part thereof that fulfils the characteristics of free software or open source software constitutes a part of Performance, the Contractor shall notify the Customer in writing and request Customer's written consent to use the free software and / or open source software. Written information about the intention to use free software and / or open source software under the

preceding sentence shall always include the specific designation of the software and / or parts thereof which fulfil the features of free software and / or open source software and which constitute a part of Performance and specify the license terms governing the use of the free software and / or open source software.

14. Protection of Confidential Information

14.1 In connection to the provision of Performance, both contractual parties will exchange Confidential Information. Each contractual party is obliged to protect Confidential Information of the other party against leakage and unrightful use and undertakes not to use it for purposes other than those arising from the Agreement. The Confidential Information of one contractual party may be used by the other contractual party exclusively to prepare and provide the Performance according to the Agreement, unless stated otherwise in the Agreement.

14.2 Unless stated otherwise, by concluding the Agreement neither contractual party grants the other contractual party the right to use its copyrighted works, trademarks or other brands for the purpose of promotion or publication or for any other purposes. The provider is not authorised to list the customer as a reference customer within the provider's activity without prior written consent from the customer.

14.3 Each contractual party is obliged to keep confidentiality regarding the Confidential Information of the other party, and to adopt adequate contractual, technical and organisational measures to protect the other party's Confidential Information.

14.4 Each contractual party undertakes that they will not duplicate the Confidential Information, which was provided to them by the other contractual party in relation to providing the Performance or during preparations to provide the Performance, in any manner, with the exception of cases when this is required in order to provide the Performance according to the Agreement, and to return it upon request at any time to the other contractual party, including all potential created copies and carriers of the Confidential Information, or to destroy it based on a request from the other contractual party, including all potential created copies and carriers of the Confidential Information.

14.5 Neither contractual party may provide the received Confidential Information in any form to third parties without written consent from the other contractual party, with the exception of the other authorised user of Confidential Information of the given contractual party. Each contractual party undertakes to ensure that its authorised users of Confidential Information will keep confidentiality regarding the Confidential Information. If the authorised user of Confidential Information violates the contractual obligation to keep confidentiality regarding the Confidential Information of the other contractual party, this will be considered a violation of the nondisclosure obligation by the said contractual party.

14.6 It is not considered a violation of the nondisclosure obligation if the contractual party is obliged to disclose the Confidential Information based on an obligation arising from legal regulations. However, the contractual party is obliged to inform the other contractual party about this in advance, if possible, unless this is disallowed by the given legal regulation, and simultaneously to limit the disclosed Confidential Information to the absolutely necessary scope subject to the disclosure obligation.

14.7 The contractual parties are obliged to inform each other of violation of the nondisclosure obligation or protection of Confidential Information without undue delay after they learn of such violation.

14.8 The nondisclosure obligation and protection of Confidential Information according to these terms, including the sanction provisions, remain effective regardless of the termination of validity or effectiveness of the Agreement, for a period of at least 10 years after its termination. In case of information protected as banking secrecy, the obligation of the provider shall last for unlimited period of time.

14.9 In case a non-disclosure agreement related to the Performance is concluded between the contractual parties (hereinafter referred to as "NDA"), in the event of contradiction between the NDA and the provisions of these business terms, the NDA shall prevail.

15. Protection of personal data

15.1 If during provision of the Performance the provider processes any personal data, in the meaning of GDPR, for the customer which is the controller according to the GDPR, the provider will become the processor of this personal data according to the GDPR for the purposes of the Agreement. When processing personal data, the contractual parties are obliged to proceed in accordance with the GDPR. In such a case, the provider undertakes, before starting of processing of personal data, to conclude a personal data

processing agreement with the customer in order to meet the GDPR requirements, and in the performance of the Agreement, the personal data will be processed only in the manner specified in the relevant agreement for the processing of personal data.

15.2 The provider is obliged to get acquainted with the Principles of personal data processing of the customer. In the event that in connection with the performance of any Agreement the provider provides the customer with personal data within the meaning of GDPR, for which the provider is the administrator under GDPR, the provider is obliged to inform, without undue delay, the relevant personal data subjects about start of processing of their personal data by the customer and acquaints them with the content of the Principles of personal data processing of the customer.

16. Cooperation of the contractual parties, management of provision of Performance

16.1 The contractual parties are obliged to inform each other of all fundamental circumstances that could have an impact on the provision of Performance, e.g. about ownership or other changes on the part of the provider and all other relevant circumstances that are important for fulfilment of the obligations from the Agreement. Important changes concerning contact data including e-mails, changes in the commercial name, registered office address, bank account number, etc. or circumstances that could have a negative impact on the provider's ability to duly provide the Performance must be reported by the provider to the customer in writing immediately.

16.2 Each contractual party will appoint responsible representatives for contractual and technical matters.

16.3 The customer's responsible representative is authorised to control the quality of the Performance and adherence to the conditions of Performance according to the Agreement, but is not authorised to alter the Agreement in any manner on their own.

16.4 During provision of Performance, the responsible representatives of the contractual parties are responsible, among other, for mutual communication between employees, cooperating persons and other responsible representatives of the contractual parties, for the specification of potential defects, for the definition and expression of requests and for Acceptance of the Performance.

16.5 In the course of implementation of each Agreement, the contractual parties undertake to not change their responsible representative without serious reasons. The contractual party changing its responsible representative undertakes to inform the other contractual party immediately in writing about the intent to change its responsible representative.

16.6 Any information, notices and correspondence that are to be disclosed by one contractual party to the other contractual party will be considered duly delivered if they are delivered in person to the other contractual party's responsible representative, and this person confirms takeover with their signature and/or if they were sent via registered mail to the address of the contractual party set out in the Agreement.

16.7 The provider shall notify the Customer with sufficient advance about changes in data processing (especially the transition to a cloud solution, change of a cloud service provider) and further about changes that may result in reduced security or stability of the service provided, e.g. reduction in quality of IT security, change of operating system, change in access rights settings, significant decrease in HW performance, change in contingency plans (e.g. geographical change of back-up solution), loss of the originally declared certification.

17. Termination of the Agreement and consequences of terminating the Agreement

17.1 It is possible to withdraw from the Agreement under the conditions stipulated by the relevant legal regulations, these business terms or the relevant Agreement. Withdrawal from the Agreement does not affect the validity or effectiveness of other contracts, unless the Agreement stipulates otherwise.

17.2 Withdrawal is effective from the date of delivery of written notice of withdrawal to the other contractual party. In the case of the customer, withdrawal is executed without undue delay, if delivered to the provider within 3 months from the moment when the customer learned of the reason for withdrawal.

17.3 The customer is authorised to withdraw from the Agreement, without any limitation of its rights to withdrawal according to legal regulations, in particular if:

a) the provider delays in fulfilling its obligations from the Agreement, despite a written warning from the customer and provision of an additional deadline of at least 7 days from delivery of the warning to the provider;

b) the provider delays in removing defects in the Performance by a period more than one time the deadline stipulated by the Agreement or these business terms to remove defects, despite a written warning from the customer and provision of an additional deadline of at least 1/2 of the basic deadline;

c) required by a remedial measure imposed on the customer by the state supervisory authority.

17.4 The provider is entitled to withdraw from the Agreement particularly if the customer delays in paying the price for duly provided Performance for more than 30 days, despite a written warning from the provider and provision of an additional deadline of at least 14 days from delivery of the warning to the customer.

17.5 The termination of effectiveness of any Agreement does not affect the validity and effectiveness of the provisions of the Agreement (including the provisions of these business terms), which given their nature are to remain intact even after expiry of such Agreement, in particular those concerning:

a) the provision of user rights or rights to execute the customer's copyright to the copyrighted work or subject of industrial property after acceptance of the relevant Performance or part thereof, if such Performance remains in the customer's use even after expiry of the Agreement;

b) warranties on the quality of Performance and claims from the provider's liability for defects in the Performance;

c) protection of Confidential Information;

d) contractual penalties, interest on arrears or compensation of damages;

e) choice of the law, venue and other aspects of solving disputes between the contractual parties.

17.6 If a reason for withdrawal exists, the customer is authorised to withdraw from the Agreement in full scope, even if the provider has already provided partial fulfilment from the Agreement or if the Agreement bound the debtor to perform uninterrupted or repeated activity or provide gradual partial Performance.

17.7 Unless other termination period is stipulated in the Agreement concluded for the unlimited period of time, the customer is authorised to terminate such Agreement with the termination period of 3 months. The termination period starts on the first day of the calendar month following the month in which the termination notice was delivered to the provider. The Agreement shall be terminated on the last day of the termination period.

18. Audit

The provider takes into account that if the Performance constitutes outsourcing in the meaning of the regulations that the customer is obliged to follow (e.g. if the customer is a bank, payment institution or other subject of the CNB´s supervision), the provider undertakes to adhere to the rules set out in Annex A to these business terms. The text of Annex A of these Terms and Conditions shall always take precedence in case of conflict with the text of these Terms and Conditions. The customer is authorised to amend Annex A unilaterally in the event of changes in legal regulations, so that Annex A complies with the change in legal regulations. Such change of Annex A shall be notified by the customer to the provider 14 days in advance.

Based on a justified prior written request from the customer, which will be sent at least 14 days in advance (in the case of CNB requirements this deadline may be shorter), the provider will provide cooperation to the customer or person or company empowered in writing by the customer for the purpose of conducting an audit of Performance (including inspection of the provider) to determine the accuracy of Performance and compliance of Performance with legal and regulatory requirements related to the Agreement. The subject empowered by the customer must not be an entity in a competitive position vis-à-vis the provider. Such audit should not exceed the necessary period of time. The customer or its empowered person or company will not have access to information concerning the provider's other customers, the provider's costs for providing services or the provider's internal costs or personal data, which are the subject of legislative or any other regulatory protection, as well as copies of internal inspections and audits (with the exception of those required by legal regulations). This does not apply for audits conducted by the CNB or according to its explicit instructions or requests. Such audits may be requested by the customer maximally two times per year, unless required otherwise by the CNB. The audit will be conducted particularly with regard to the provisions of Annex No. A to these business terms.

19. Governing law and solving disputes

19.1 The Agreement is concluded under and the obligations of the parties from the Agreement are governed by the legal code of the Czech Republic.

19.2 All disputes between the contractual parties arising from the obligations established by the Agreement or in relation to them will be resolved by negotiation of the parties, which will exert maximal efforts to reach an amicable solution. If the contractual parties fail to reach an amicable solution to such dispute through mutual negotiations, the given dispute will be resolved with final validity by the general courts of the Czech Republic. The parties agree on local jurisdiction of the court based on the customer's registered office.

20. Final provisions

20.1 Neither of the contractual parties is liable for damages, if it was temporarily or permanently prevented from fulfilling the obligations from the Agreement by an extraordinary unforeseeable or insurmountable obstacle that arose independently of its will. An obstacle arising from the personal or internal situations of the contractual parties or only after the contractual party was in delay in fulfilling the agreed obligation, or an obstacle that the part was obliged to overcome under the Agreement, does not relieve it of its obligation to compensate damages. Delays by subcontractors or the existence of the aforementioned obstacle on the part of the subcontractor does not relieve the provider or liability for damage incurred in this connection.

20.2 The provider is not authorised to transfer any of its rights or obligations from the Agreement to a third party without prior written consent from the customer.

20.3 The individual provisions of the Agreement and these business terms are severable in the sense that the invalidity, nullity or unenforceability of any of them will not cause the invalidity, nullity or unenforceability of the Agreement or business terms as a whole. The parties undertake, without undue delay, to replace by agreement such provisions of these business terms of the Agreement, which are contrary to legal regulations or are null or unenforceable according to the relevant legal regulations.

20.4 The rights and obligations not explicitly regulated in the Agreement are governed by the provisions of these business terms and the provision of the relevant legal regulations of the Czech Republic. In the event of contradiction between the provisions of the business terms and Agreement, the provisions of the Agreement always take precedence.

20.5 The concluded Agreement may be altered or supplemented only by written numbered amendments signed by both contractual parties, unless explicitly agreed otherwise. The names and data of the responsible representatives, contact persons and contact data of the contractual parties, including the invoicing address, may be altered by unilateral written notice sent to the other contractual party.

20.6 The following documents form an integral part of the business terms:

Annex A – Banking Outsourcing

Annex B – Resolution and Resilience

ANNEX A
BANKING OUTSOURCING

1. Provider takes into account, that rendering of services to the customer might be qualified as a banking outsourcing according to the Decree No. 163/2014 Coll., on the performance of the activity of banks, credit unions and investment firms ("the Decree") and EBA Guidelines on outsourcing arrangements („EBA Guidelines").
2. For this purpose the provider undertakes to accept rules set down by the Decree that might be elaborated in detail in this Annex or in any agreement meeting the requirements for the rendering of outsourcing concluded between the provider and the customer.
3. Person performing screening, inspection or audit is obligated to adhere to all provider´s security measures, with which will the customer be provably made familiar with.
4. Provider undertakes to cooperate and enable the customer (eventually the Czech national bank [„CNB"]) for the purpose of meeting the requirement set down by the Decree especially the following:

   a) The provider check before and during the rendering of Performance – including in particular a check of credibility, entrepreneurial license or other license to exert given activity, professional qualification and experience, financial stability and qualification to assure Performance.

   b) Regular inspections of the provider – including in particular:

   - verification whether the Performance is permanently rendered in compliance with all applicable law regulations, commercial terms and Agreement,
   - verification whether the provider remains trustworthy and legally, financially, professionally and technically qualified to render the Performance,
   - verification whether the provider regularly verifies functionality and sufficiency of his mechanisms of internal control mechanisms and risk management including the risk management of occurrence of extraordinary events, which might have significant negative effect on due rendering of Performance. The customer undertakes to take into account in reasonable measure written suggestions about risks from the provider regarding the Performance, and to accept suggested measures to minimize them, assuming that this doesn't transfer duties of the provider to prevent risks on the customer in unreasonable extend,.
   - verification whether the protection of bank secrecy and the customer´s clients´ personal data is secured permanently and sufficiently,
   - verification whether there are violations of customer´s internal principles and procedures while rendering the Performance,
   - verification whether provider´s internal control mechanisms secure timely recognition of incidental faults of the Performance, implementation of remedial measures, overall functionality and effectiveness of the Performance,
   - evaluation of Performance´s compliance with the Decree
   - verification whether the provider implemented and maintains at least such management and control principles and mechanisms which in comparison with similar rules of the customer provide at least a comparable level of quality and reliability.

   The provider undertakes within the regular inspection to provide cooperation and enable access to data and other information regarding the Performance, including the access to primary information and consequential data, to verify the correctness of processing of primary information, if such processing is a part of the Performance.

   c) Inspections of IT security aspects, including in particular the undertaking of the provider to

   - provide the customer with documents (in form allowing its permanent storage) containing description:
     - of security strategy (including main principles to ensure the confidentiality, integrity, classification and availability od data),
     - of relevant internal regulations, e.g. security policy, description of security organization including the divisions of powers and responsibilities,
     - of solutions of security incident, incl. the obligation to clarify security incidents without undue delay, and related documents from the IS security area, backup, versioning of pertinent regulations (security policy), proof of publication of changes, auditing and archiving of security incidents at least 5 years after resolving security incident,
     - of personnel policy, including the method for employees screening and ensuring confidentiality, user management, staff training, carried out of reviewing and evaluating the safety of IS,
     - purchase, exchange, canceling HW / SW including safe disposal of data, etc.,
   - provide the customer with the description of specific architecture solution of the rendered Performance, including settings of security parameters in individual components and units
   - establish reporting, including communication channels, communication matrix, deadlines etc. on security incidents, planned changes in architecture, communication.

   d) Inspections of Physical security aspects, including the undertaking of the provider to

- render the Performance in compliance with the generally recognized standards (e.g. ISO, EN , PCI, DSS, etc.) listed in the Agreement. The provider shall inform the customer about any and all changes in his certification or about any new certification, including its scope and duration.
- provide the customer with a list of his assets (buildings, systems and equipment) relevant to the rendering of Performance and keeping this list up to date. If the assets (buildings, systems and equipment) do not meet the agreed standards and requirements of the customer, the provider must identify discrepancies and both parties must agree to resolve them,
- enable and support the customer in independent verification of the safety of the rendered Performance, including regular and accidental safety inspection of assets (buildings, systems and equipment) relevant to the rendered Performance,
- inform the customer in advance of any scheduled change in the security level of the rendered Performance. If the change is unscheduled the provider informs the customer about change immediately after identifying such changes,
- keep records of safety-related facts / events that may affect the security of rendered Performance to the customer. The records must apparently state what, where and when the event took place, what was the impact of the event and what measures were taken in response to this incident. In case that the event will threaten the safety of the Performance, the provider shall immediately inform the customer. The records must be kept in a way that prevents any subsequent modification. The records must be kept throughout the duration of the contract and at least another 5 years after termination of the contractual relationship.
- enable the customer to review records relating to the safety of the rendered Performance to the customer,
- hand over the entire list of the subcontractors used in the outsourcing of the rendered Performance (HW, SW equipment or support having access to data) to the customer. If changing the aforesaid list, the contractor must provide the customer with a up to date list of subcontractors,
- enable the customer to review data and information relating to subcontractors (similarly the representatives acting on their behalf) in the event of chain outsourcing and the fact that cooperation with them is not in conflict with prudential rules of the customer (legislation, directly applicable legislation of the European Union, etc.). The contractor undertakes to negotiate in contracts with subcontractors the possibility of immediate termination of cooperation with the subcontractors, if the prudential rules of the customer require so,
- prove, that his subcontractors apply at least the same security requirements as the contractor and that their compliance with these requirements is regularly inspected and maintained.

e) Audit performed by the customer and CNB and inspection of CNB – including

1. an audit of financial statement ;
2. an audit of the governance including the reports on performed inspections ;
3. eventually the accessing of reports on performed inspections carried out under a) and b);

The provider shall annually forward to the customer its annual balance sheet (compiled in compliance with Czech Accounting Standards) certified by the auditor previously agreed by the customer together with the corresponding auditor's report for the past financial year, as soon as he will have them available but no later than 180 days after the end of the reporting period. Default in aforesaid obligation constitutes a material breach of provider´s contractual obligations and the customer is entitled to withdraw from the contract with the provider;

5. Provider agrees to allow checks, inspections or audits carried out in order to meet the requirements of the Decree, (including monitoring the objective correctness of the provided outsourced activities) by employees of the customer, CNB, or a third party appointed or authorized by the customer, even at the registered office of the provider or other places of the Performance (even if they are abroad.
6. Provider agrees to notify the customer in advance of any changes that adversely affects or could adversely affect rendering of the Performance (e.g. ownership, organization, or asset structure, financial liabilities, risks, change in legislation) and all relevant data and other information relating to activities carried out under agreement.
7. The provider shall notify the customer with sufficient advance about changes in data processing (especially the transition to a cloud solution, change of a cloud service provider) and further about changes that may result in reduced security or stability of the service provided, e.g. reduction in quality of IT security, change of operating system, change in access rights settings, significant decrease in HW performance, change in contingency plans (e.g. geographical change of back-up solution), loss of the originally declared certification. In the event that the provision of services to the customer is considered a banking outsourcing within the meaning of Article 1 of this Annex, this provision replaces the provision of Article 16.7 of the General Business Terms and Conditions of Cooperation in the Area of Procurement of the Financial Group of Česká spořitelna and / or other provisions of similar meaning and purpose.
8. Provider shall establish at least such risk governance procedures and control mechanisms, which the customer would use in accordance with its guidelines for governance, if the customer would assure the Performance by himself. Upon

customer´s request the provider will allow the customer access to the documents containing the required procedures and control mechanisms. The provider is obliged to ensure notification of all reports of all operational risk events associated with rendering of the Performance for which the potential loss exceeds the limit of EUR 1000 via e-mail sent to oprisk@csas.cz. Reports shall in particular include the following:

- Place and date of the event occurrence
- Brief description of the event
- A contact person who is informed about the even
- Claim amount (if unknown at the time of notification, then its qualified assessment)

9. Provider shall perform an annual risk assessment, containing a description of the risks in activities that are rendered to the customer, including an evaluation of their potential impact. The customer has the right to request output information from the risk assessment or eventually participate in it. If the provider has no standard risk classification system, the provider may ask the customer for cooperation on risk assessment activities related to the rendering of Performance for the customer. The Customer will provide cooperation and will recommend his standards, which will be without undue delay implemented by the provider. The provider further undertakes to provide the customer with a processed risk analysis (depending on the offered supply of Performance);

10. Provider undertakes to prepare a business continuity plan, i.e. documentation for the case of threats to the availability of supply of the Performance due to extraordinary events, and this documentation, respectively its resume in accordance with internal regulations and confidentiality undertakings, the aforesaid documents shall made available by the provider to the customer within 3 months after conclusion of the Agreement. The customer undertakes to use the aforesaid information exclusively for his internal use and for processing of extraordinary procedures in connection with the subject of the Agreement. The customer shall arrange with the provider a minimum scope of renewed supply of Performance, that might be accepted by the customer as the renew of the Performance in partial scope;

11. Provider declares that he will continuously develop and improve measures to ensure the minimization the risk of interceptions of the Performance supply and that he has at his disposal sufficient backup capacities for renewal of Performance supply. The provider agrees with the presence of a provider´s representative while testing of business continuity plan and other documentation prepared by the provider to ensure continuity of the Agreement´s subject.

12. Provider undertakes to notify the customer in advance of the necessity of ensuring the rendering of Performance, whether wholly or partly by another entity (hereinafter the „outsourcing chain") and will ask a prior consent of the customer with the usage of such entity. The agreement concluded between the provider and aforesaid further entity shall conform to the principles and rules laid down in this Annex. The provider shall ensure and provide all the necessary and required cooperation and cooperation of another entity in the event that the customer or the CNB is authorized to carry out the aforementioned control activities also at the other entity.

13. If a breach of contractual obligations by the provider, or eventually other entity in the outsourcing chain is a consequence of imposition of penalties by the Czech National Bank on the customer, then the customer is entitled to demand pro rata payment of such penalties by the provider according to his culpability (including negligence). The compensation of penalties imposed by the CNB on the customer, does not limit the customer´s claim for compensations against the provider of all provable damages resulting from breach of the contractual obligation by the provider to which the CNB sanctions applied.

14. Unless otherwise stated in the Agreement, the customer is entitled to withdraw from the Agreement in the event of a serious breach of provider´s obligations listed in the provisions of this Annex or in cases in the cases referred to in Article 98 of the EBA Guidelines, in particular:

    a. where the provider of the outsourced functions is in a breach of applicable law, regulations or contractual provisions;

    b. where impediments capable of altering the performance of the outsourced function are identified;

    c. where there are material changes affecting the outsourcing arrangement or the service provider (e.g. sub-outsourcing or changes of sub-contractors);

    d. where there are weaknesses regarding the management and security of confidential, personal or otherwise sensitive data or information; and

    e. where instructions are given by the institution’s or payment institution’s competent authority, e.g. in the case that the competent authority is, caused by the outsourcing arrangement, no longer in a position to effectively supervise the institution or payment institution.

    The customer by himself is entitled to assess the seriousness of the breach and either provide the provider with additional reasonable remedy period, or to withdraw from the Agreement in question with effect since the time of delivery of the withdrawal. The customer may also withdraw from the Agreement if so required by remedial measures by the CNB.

15. Provider is required to take into account written recommendations from the customer concerning the risks associated with rendered Performance and take measures to minimize them, the customer undertakes to use the information and audit findings solely for his internal use and communication between the customer and the provider.

16. In the event of termination of rendering of the Performance the provider is obliged to provide full cooperation to the customer with transferring of performance back to the customer or to a third entity appointed by the customer in order to ensure continuity of activities even after the termination of the Agreement. The aforesaid cooperation also includes the obligation to transfer all data and information to the customer related to the Performance in a format specified by

the customer, transfer of all relevant documents and further steps leading towards the acquisition of rendering of the Performance by himself (or third entity).

17. Unless stated otherwise in the Contract, all data provided to the provider shall constitute the property of the customer, who may at any time request their return. This applies in particular to, but is not limited to, insolvency or imminent insolvency of the provider.
18. Unless stated otherwise in the Contract, provider shall store all data on the territory of the Member States of the European Union.

ANNEX B
RESOLUTION AND RESILIENCE

1. The provider takes into account that the customer is a bank and as such he has to comply with the resolution legislation in the financial market introduced by the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (BRRD) and the national legislation implementing it, primarily the law No. 374/2015 Sb., zákon o ozdravných postupech a řešení krize na finančním trhu.

2. For the purposes of this Annex, the following terms shall have the following meaning:

   "**IZ**" means law No. 182/2006 Sb., o úpadku a způsobech jeho řešení (insolvenční zákon), which is the law by which the BRRD was transposed into national law in the Czech Republic, in its respective current form.

   "**ZOPŘK**" means law No. 374/2015 Sb., zákon o ozdravných postupech a řešení krize na finančním trhu, which is the law by which the BRRD was transposed into national law in the Czech Republic, in its respective current form.

   "**BRRD**" means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as subsequently amended.

   "**CNB**" stands for "Czech National Bank" ("Orgán příslušný k řešení krize") that acts, *inter alia*, as national resolution authority in accordance with the ZOPŘK.

   "**SRMR**" means the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund.

   "**Resolution Action**" means (i) with regard to the customer: (a) any decision of the Resolution Authority to put the customer under resolution, and/or (b) any measure undertaken or initiated by the Resolution Authority with regard to the customer, in each case in accordance with the SRMR, the BRRD, IZ, ZOPŘK or in accordance with any other applicable law implementing the BRRD or any other applicable law regulating resolution of credit institutions and investment firms; and (ii) with regard to an Erste Group Member other than the customer: (a) any decision of the respective competent resolution authority of such Erste Group Member to put the respective Erste Group Member under resolution, and/or (b) any measure undertaken or initiated by the respective competent resolution authority of such Erste Group Member with regard to such Erste Group Member, in each case in accordance with the SRMR, the BRRD or in accordance with any applicable law implementing the BRRD or any other applicable law regulating resolution of credit institutions and investment firms.

   "**Resolution Authority**" or "**Resolution Authorities**" means (i) with regard to the customer, the CNB, and (ii) with regard to an Erste Group Member other than the customer, the respective resolution authority(ies) of such respective Erste Group Member.

   "**SRB**" stands for "Single Resolution Board" and was established in accordance with the SRMR as the European Banking Union's resolution authority.

3. The customer and any other relevant Erste Group Members, being European credit institutions, are subject to the regulations of the SRMR, the BRRD and the respective national transposing laws such as IZ and ZOPŘK. The provider recognises the mandatory applicability of such regulations and the powers of the Resolution Authorities as resolution authorities of the customer and such other relevant Erste Group Members in a resolution scenario.

4. The provider shall not be entitled to terminate, suspend or modify the Agreement solely because the customer and/or any other relevant Erste Group Member become(s) subject to Resolution Actions, or actions having a similar effect, being taken or initiated by the Resolution Authority(ies). For the avoidance of doubt, this shall not operate as a waiver of other termination rights as set out in the Agreement.

5. Notwithstanding anything to the contrary in the Agreement, the provider herewith consents to the full or partial assignment and/or transfer of any rights and/or obligations of the customer and/or of another relevant Erste Group Member under the Agreement to another legal entity upon the direction of the Resolution Authority(ies) in case such assignment and/or transfer is required by the Resolution Authority(ies) as part of or as a consequence of a Resolution Action.

6. In the event the customer and/or another relevant Erste Group Member ceases to be an Erste Group Member as a result of a Resolution Action (hereinafter referred to as “Divested Erste Group Member”), any rights given to such Divested Erste Group Member under the Agreement shall remain unaffected for a period of one year after the divestment. For the avoidance of doubt, an Erste Group Member shall be deemed “Divested” when it no longer meets the definition of Erste Group Member under the Agreement.

7. The provider undertakes to notify the customer in advance of the necessity of ensuring the rendering of Performance, whether wholly or partly by another entity (hereinafter the „outsourcing chain") and will ask a prior consent of the customer with the usage of such entity. The agreement concluded between the provider and aforesaid further entity shall conform to the principles and rules laid down in this Annex. The provider shall ensure and provide all the necessary and required cooperation and cooperation of another entity in the event that the customer or the CNB is authorized to carry out the aforementioned control activities also at the other entity.