

GENERAL PURCHASE TERMS AND CONDITIONS

I. Introduction

These general purchase terms and conditions shall apply to all orders (delivery of goods, any other deliveries as well as provision of services) of company Eviden Slovakia s.r.o. (hereinafter referred to as "Eviden").

II. Placement of an order

- 2.1 These general purchase terms and conditions shall become part of the agreement between Eviden and a contractor (hereinafter referred to as "contractor") at the moment of order acceptance. Written order signed by persons authorized to act pursuant to internal regulations of Eviden shall be deemed binding. Any changes thereof shall only be valid if confirmed by such persons in writing in advance.
- 2.2 Any performance, whether complete or partial, based on order through third persons shall be subject to prior explicit consent by Eviden.

III. Origination of contractual relationship

- 3.1 The contractor is obliged to confirm the acceptance of the Eviden's order in writing without delay. Based on the express agreement of Eviden and the contractor, the contractor can confirm the receipt of the order through the electronic data interchange system (EDI - Electronic Data Interchange) or through electronic mail (e-mail). In the event that the Contractor does not confirm Eviden's order in writing and does not deliver this order confirmation to Eviden within a reasonable period of time, but no later than two weeks from the date of issue of the order, Eviden reserves the right to cancel/withdraw the order without incurring any costs on the part of Eviden. Such cancellation/withdrawal by Eviden shall be considered timely if it is sent to the contractor before the order confirmation is delivered to Eviden.
- 3.2 If the contractor's order confirmation differs from the Eviden's order, the contractor is obliged to clearly indicate any such change or deviation in the order confirmation. Eviden is only bound by such a deviation or change that he has expressly approved in writing. Eviden's acceptance of goods and/or services supplied by contractor shall not be deemed to constitute acceptance of any such deviation or change.
- 3.3 The contractor's general terms and conditions apply only if they have been expressly approved in writing by Eviden. A reference or reference in the Eviden's order to documents that are part of the contractor's offer does not mean acceptance of the contractor's general terms and conditions by Eviden.
- 3.4 Any general terms and conditions of the contractor or third parties that are made available to Eviden in written or electronic form together with the delivery of software products are not binding for Eviden, especially in those cases where Eviden or any third party (e.g. the Eviden's employees, consultants, customers of Eviden) perform an act which, according to these general terms and conditions, is a prerequisite for the conclusion of the contract or if Eviden sends the Software registration to the contractor, if such general terms and conditions are not expressly approved in writing by Eviden.

IV. Delivery and penalties

- 4.1 Unless agreed otherwise, delivery of goods shall be deemed on time if delivered in time and place defined in Eviden order (hereinafter referred to as „place of delivery“), in case of delivery of goods where completion or assembly takes place as well as in cases of services at the moment of acceptance by Eviden. In cases of anticipated delay in delivery of goods or provision of services the contractor shall be liable to notify Eviden in writing without undue delay and request a statement from Eviden whether it still insists on performance. In such case, the delivery term shall be extended only in case Eviden explicitly confirms such extension in writing.
- 4.2 In case of contractor's delay in delivery of goods or provision of services regardless of contractor's fault or whether Eviden incurred any damage, Eviden shall be entitled to claim the contractual penalty at amount of 0,5% from the value of the delivery per each

commenced day up until the moment of due delivery. Claim for indemnification regarding the damage caused as a result of breach of obligation shall not be affected by payment of the contractual penalty. In case of contractor's delay in delivery of goods Eviden shall, upon lapse of the reasonable period, however not shorter than 15 days, be entitled to withdraw from the agreement. In case single-shot performance was agreed, there shall be no need to observe the condition of additional period. The above mentioned shall also apply for cases where delayed performance was accepted by Eviden with no reservations.

- 4.3 In case of contractor's delay in performance regardless of his fault, Eviden shall be entitled to adopt such measures without undue delay in order to ensure substitution performance by third persons whereas contractor shall be obliged to reimburse any expenses related thereto.
- 4.4 In case of performance prior to agreed time of performance, Eviden reserves the right to claim towards contractor expenses incurred in connection with premature performance such as storage fees, insurance premiums etc. as well as make payment for performance in such a way as if the performance was made in agreed time.
- 4.5 Eviden shall be entitled to withdraw from the agreement partially or in full extent in case of commencement of insolvency or restructuring proceeding against the contractor or in case of any change in ownership structure of the contractor. Contractor shall be obliged to notify Eviden on any such circumstances without undue delay.

V. Delivery, passing of risk of damage to the goods

- 5.1 In cases where completion and assembly takes place and in case of provision of services the risk of damage to the goods passes onto Eviden upon completion of test operation at the moment of takeover in place of delivery. Such passing of the risk of damage to the goods shall be valid regardless of agreed commercial terms (INCOTERMS).
- 5.2 Partial payments, as well as payments to a greater or lesser extent, are permissible only on the basis of the express written consent of Eviden. Contractor shall be obliged to deliver the goods to the Eviden's department for receiving the goods at the place of delivery and within the delivery period specified in the order. For each delivery, the contractor must attach a delivery note with an exact description of the delivery contents, the order number, as well as all the necessary data in accordance with the relevant legal regulations.
- 5.3 Contractor shall be obliged to observe Eviden requirements regarding means of transport, spedition and transport regulations without any reservations. Should Eviden fail to require any specific means of transport, the contractor shall be obliged to carry out the transport in such a way so as to minimize the costs. Should contractor fail to fulfill such obligation, he shall bear all costs incurred in connection thereto as well as liability for any other adverse consequences as the case may be. Any increased costs incurred in relation with speeding of the transport in order to observe the agreed time of delivery shall be borne by contractor. In case of failure to observe all agreed requirements for delivery and transport such as missing transport documents, especially order data which are necessary to be notified backwards, Eviden reserve the right to refuse the takeover at expense and risk of the contractor.
- 5.4 For all Products to be delivered and Services to be provided according to this Agreement contractor shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Eviden or any party other than contractor is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 5.5 Contractor shall advise Eviden in writing as early as possible but not later than the Delivery Date of any information and data required by Eviden to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case contractor shall provide Eviden for each Product and Service:

- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
- all applicable export list numbers; and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and
- upon request of Eviden: Contractor's declaration for preferential origin (in case of European contractors) or preferential certificates (in case of non-European contractors)

(„Export Control and Foreign Trade Data“)

- 5.6 All deliveries must be accompanied by delivery note with exact specification of the delivery, complete identification of the order as well as all necessary data in connection with respective legal regulations.
- 5.7 In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations Contractor shall update the Export Control and Foreign Trade Data as early as possible but not later than the Delivery Date. Contractor shall be liable for any expenses and/or damage incurred by Eviden due to the lack of or inaccuracy of said Export Control and Foreign Trade Data. In case of failure to indicate such data, customer reserves the right to refuse such invoice.
- 5.8 Direct deliveries to the Eviden customers must be performed by the contractor along with the shipping documents. Contractor shall be obliged to hand over to the Eviden the copy of the shipping documents.
- 5.9 Ownership reservation of the contractor in any form shall be excluded.
- 5.10 Price of goods includes packaging. Contractor shall be obliged to pack up the goods in such a way so as to ensure the transport without any damage. Any damages incurred as a result of the fact that the packaging does not correspond to the nature of delivery shall be borne by the contractor. In cases of delivery of hazardous goods the contractor shall be obliged to observe respective legal regulations especially arrange for caution notices on finishing and labeling of the packaging and means of transportation.

VI. Suspension of performance, order cancellation

- 6.1 Eviden reserves a right to require suspension of performance upon its request any time during the course of realization of performance. In case of suspension of performance due to enforcement of court resolution exceeding period of 3 months, the contractor shall be obliged to prove to Eviden costs incurred due to delay exceeding period of three months however not lost profit. Contractor shall be entitled to request payment of these proven costs only. Should suspension of performance last less than 3 months, contractor shall not be entitled to claim any cost reimbursement.
- 6.2 Eviden reserves a right to withdraw from the agreement in whole or in part regardless of contractor's fault. Withdrawal shall become effective as of the day of delivery of withdrawal notice to the contractor. In such case contractor shall be entitled to claim remuneration for performance provably delivered to Eviden until the day of termination of the agreement. Upon delivery of the withdrawal notice to Eviden, contractor shall be obliged to take any necessary measures in order to minimize Eviden costs.

VII. Invoicing, assignment

- 7.1 Contractor shall be obliged to issue an invoice without undue delay upon delivery of goods and/or completion of performance in one copy including all data in accordance with Eviden order as well as in accordance with respective legal regulations, i.e. with Act 222/2004 Coll. on value added tax and deliver the invoice to address of Eviden without undue delay. In case that invoicing is executed only on basis of concluded contract, Contractor shall issue the invoice including except data according to previous sentence also number of contract, contact person and cost centre. Invoice referring to order must be issued in such a way to enable simple confrontation of the order and invoice. Invoices for services or assemblies must be accompanied by confirmed documentation proving taking over of delivered invoiced performance for instance time sheet, advertisement published etc.

- 7.2 Eviden reserves a right to return to contractor an invoice not issued in accordance with article 7.1. In such case invoice shall be deemed not delivered to Eviden. Provisions of article 7.1 shall apply accordingly.

- 7.3 Without prior written consent contractor shall not be entitled to assign any of its receivables towards Eviden to third persons, to encumber them or utilize them any other way as a subject matter of legal act. Likewise contractor shall not be entitled to set off receivables towards Eviden with his obligations.

VIII. Payment conditions

- 8.1 Maturity period of the contractor's invoices commences upon delivery of goods or complete takeover of services rendered and delivery of duly issued invoice in accordance with article 7.1. In case contractor shall be obliged to deliver together with performance any tests of material, test certificates, quality verification documents or other documents required by law, contractor's performance shall be deemed delivered at the moment of delivery of such documentation. Invoicing shall only be permissible upon delivery of performance. Issuance of advance invoice shall be subject to prior consent by Eviden.
- 8.2 Unless otherwise agreed, contractor's invoices shall be due within 60 days following the day pursuant to article 8.1. During warranty period Eviden shall be entitled to claim the retention guarantee at amount of 10% from the value of delivery without any interest. Payment of the contractor's invoice by Eviden shall neither be deemed as recognition that the delivery or performance was due, nor shall be deemed as waiver of any rights pertaining to Eviden. Contractor's invoice shall be deemed paid at the moment of debiting the sum from Eviden bank account. Bank fees by recipient bank shall be borne by contractor.
- 8.3 Eviden shall be entitled to set off the receivables of companies belonging to the Atos concern (group) against the contractor's receivables.

IX. Takeover, defects of goods and performance, defect claims

- 9.1 Delivery of goods or delivery of services by contractor shall not be deemed as takeover by Eviden or waiver of Eviden rights. Eviden acknowledgements on delivery of goods or services shall not be deemed as acknowledgements on final takeover of goods or services rendered.
- 9.2 Takeover of goods as well as examination of completeness of delivery and potential apparent defects shall be carried out by Eviden within reasonable period upon delivery of goods. In case during accidental inspection it shall be detected that features of delivered goods do not correspond to Eviden regulations or do not have features required under common business practices, Eviden shall be entitled to return delivered goods. Defects detected shall be notified by Eviden to contractor without undue delay.
- 9.3 Contractor shall be liable that goods delivered is made of the best and new material corresponding to the required purpose, in professional and technically feasible finish serving the purpose which can not be objected. Contractor provides two year warranty for goods and services delivered. In case of deliveries where completion and assembly take place and in case of services warranty period commences at the moment of takeover by Eviden, in cases of deliveries without completion and assembly by takeover in place of delivery. In case of deliveries to locations where Eviden performs activities using delivered goods outside of its working locations, the warranty period shall commence upon takeover by final customer and Eviden. Warranty period granted by contractor shall however not expire earlier than warranty period granted by Eviden to his final customer. In order to exercise a defect claim within warranty period, written notice by Eviden shall be sufficient.
- 9.4 When providing engineering, consulting, software, consulting services or providing personnel by the contractor, contractor is fully responsible for the correctness and completeness of written and oral information and instructions, for a period of two years from their provision/granting.
- 9.5 Eviden shall have defect claims towards the contractor regarding goods in accordance with provisions of Commercial Code, in case where Eviden is a final customer, it shall also have respective claims in accordance with Civil Code.

- 9.6 Same terms and conditions arising out of these purchase terms and conditions shall apply to contractor's contractor.
- 9.7 The warranty period for performance is twenty-four (24) months and begins on the day of acceptance of performance by the Eviden.
- 9.8 Contractor shall be obliged to remedy any defects of goods without undue delay in place of delivery in accordance with claims exercised by Eviden or deliver new goods or services during the stipulated period. Eviden shall also be entitled to claim compensation for damages incurred. Contractor shall be obliged to reimburse Eviden for any costs in connection with inspection of defects if defects were actually detected during such inspection. In cases of urgent need such as for the purpose of preventing the delay or in case of delay by contractor in remedying of defects, Eviden reserves the right to replace the contractor at his cost and remedy defected goods or arrange for such remedy at contractor's cost without any prior notice and without any affect on defect claims. Contractor shall be obliged to reimburse Eviden for such costs even if such costs exceeded costs which would be incurred during the remedy performed by contractor.
- 9.9 Contractor shall be obliged to deliver to Eviden only such goods where any claims by third persons arising out of patent, copyright, trademark and design rights are settled to the full extent and at the same time shall be obliged to ensure unlimited execution of rights to delivered goods. Regardless of any other obligations, contractor shall take over liability even for claims of final customers of Eviden to which contractor's goods were delivered. At the same time contractor hereby undertakes to reimburse Eviden for any costs incurred in connection with exercising claims or substitute performance by final customers of Eviden. Contractor hereby undertakes to conclude sufficient insurance for such potential risks and submit the proof of such insurance to Eviden.
- 9.10 Contractor hereby undertakes to identify without undue delay upon Eviden request every producer, importer or previous contractor during the period of 11 years following the last delivery of goods as well as provide sufficient proof especially production documentation and documentation implying production and delivery conditions and/or time of production and delivery in order to eliminate third party defect claims.
- 9.11 Equipment and products supplied by the contractor must be accompanied by required safety devices and must conform to valid (in case of equipment and parts valid especially in place of use) safety regulations. Contractor is obliged to observe respective legal regulations of Slovak law, European Union and European Community. Contractor shall be liable that equipment, systems and products delivered shall be accompanied by labels in accordance with respective regulations of European Union, European Community and Slovak law. Contractor undertakes to submit upon delivery corresponding declarations of conformity with description as well as assembly instruction manuals and built-in instructions. In other matters contractor shall be obliged to timely inform Eviden on changes of assembly materials, completion process and contractor parts as well as declaration of conformity. When delivering equipment intended for assembly by Eviden or a third party, the contractor is obliged to provide Eviden with all documentation to the required extent, including assembly plans, data sheets, assembly instructions, processing instructions, instructions for operation, maintenance and storage, lists of spare and non-consumable parts, etc. The delivered goods must be marked by the contractor in the Slovak language and, at the request of Eviden, in other languages. Contractor is obliged to prepare operational requirements and instructions in two copies in the Slovak language and, at the request of Eviden, in other languages.
- 9.12 Eviden reserves a right to require submitting of a certificate on system quality assurance of the contractor and documentation on performance of quality tests. as well as the right to conduct an audit at the contractor's premises at any time. Contractor is obliged to reimburse Eviden for the costs of the audit in the event that deficiencies in the quality control system or errors in the documentation on the performance of quality tests are revealed during the audit.

X. Materials procured by Eviden

Materials procured by Eviden shall remain in Eviden ownership and contractor shall be obliged to label them and store them and

manage them separately and without any consideration. Contractor shall be obliged to confirm takeover of such materials upon request of Eviden. Such materials may only be used for performances provided to Eviden. Should value of such materials fall or they are lost or otherwise damaged, contractor shall be obliged to cover such deficit. Any claims for compensation by contractor due to failure to observe delivery date of such materials as well as retention shall be excluded.

XI. Special provisions on deliveries of hardware and software

- 11.1 Hardware and software shall always be considered as one unit unless order indicates otherwise.
- 11.2 In case contractor delivers to Eviden such software not produced exclusively for Eviden, contractor grants to Eviden transferable and non-exclusive right of use. In case payment of single-shot compensation was agreed, this right of use shall last for unlimited period of time. In case of software produced exclusively for Eviden, contractor transfers transferable right of use for unlimited period for any means of use. Unless otherwise agreed contractor shall also be required to deliver updated version of the source code. Contractor shall be obliged to perform installation of the software. Upon installation contractor shall deliver to Eviden a data medium readable on Eviden computer systems, with source and machine codes as well as with related technical documentation (content and procedure of completion of data medium, program and data flowcharts, test protocols, test programs, treatment of defects) and shall hand them over to Eviden. In addition to this documentation the contractor shall be obliged to hand over to Eviden written user documentation in Slovak language and in sufficient number of copies.
- 11.3 Software created for Eviden shall be deemed taken over if software corresponding to the conditions stated in the obligations chart are put into operation without consideration during the period of at least four weeks satisfactorily and without defect reports. In case of any doubts it shall be deemed that the above mentioned period commences when productively used by Eviden or delivery to Eviden' customer.
- 11.4 Contractor undertakes to supply Eviden with all following program versions including defect correction („Updates“) during the warranty period and free of charge. Contractor likewise undertakes to offer to Eviden maintenance for software delivered as well as treatment of software for a minimum period of 5 years commencing from takeover under comparable market conditions. During the warranty period the compensation shall be reduced accordingly.
- 11.5 Contractor is obliged to inform Eviden at the latest at the time of confirmation of the order whether the supplied goods and/or services contain open source software. If the contractor does not properly and timely inform Eviden that the goods and/or services contain open source software, Eviden is entitled to cancel the order in its entirety and the contractor is obliged to compensate Eviden for the damage incurred.

XII. Drawings, tools and export accessories

- 12.1 Special provisions for planning activities 12.1 The Contractor undertakes to transfer ownership of any documentation such as plans, drawings and models to the Eviden free of charge, even in the event of premature termination of the contract, and to hand it over to the Eviden upon request. The Contractor grants the Eviden, free of charge, the exclusive and irrevocable right to use this documentation, without restrictions regarding content, time and space, as well as the corresponding authorization to use the work. The Eviden is entitled to use and implement the given documentation in its original form or after modification without any further involvement or consent of the Contractor.

XIII. Drawings, tools and export accessories

- 13.1 In case of need drawings and technical calculations shall be delivered free of charge. Tools, forms, samples, models, profiles, drawings, time sheets, masters, prints and such submitted to Eviden remain in Eviden ownership and without written consent of Eviden may not be handed over to third persons and used for any other than contractual purposes. Tools and forms completed at Eviden costs shall become Eviden ownership upon payment.

- 13.2 All such addendums and accessories shall be labelled as Eviden ownership and shall be secured against unlawful reviewing and use as well as shall be put into operation or resume. Contractor shall be liable to return them to Eviden along with the delivery or cancellation of order. While reserving other rights Eviden may require its delivery if contractor breaches these obligations or any difficulties occur during completion. Contractor's right to retain such items shall be excluded.
- 13.3 Contractor expressly declares that it holds all industrial and other permits necessary to ensure the provision of performance under the contract and that it will provide Eviden with the relevant permits and documents upon request. If special administrative permits, approvals or inspections are required for the supply of goods and/or services, the contractor is obliged to provide these permits, approvals and inspections in a timely manner without the right to a special reward.

XIV. Place of performance, law, jurisdiction, governing law, partial invalidity and non-effectiveness

- 14.1 Place of performance for deliveries or services shall be place of delivery, place of performance for payments shall be Eviden registered seat.
- 14.2 Contractual relationship shall be governed by Slovak law, especially Commercial Code (act No. 513/1991 Coll.).
- 14.3 Any disputes arisen out of this agreement shall be finally settled by the relevant Slovak court in accordance with respective legal regulations.
- 14.4 In case any of the particular provisions of these terms and conditions become invalid, other provisions remain valid.
- 14.5 Eviden shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

XV. Confidentiality, data protection

- 15.1 Contractor undertakes to remain confidential on circumstances disclosed to him in connection with contract placement or subject matter of the delivery unless such information is publicly known or contractor received such information otherwise than in connection with Eviden contract. Contractor furthermore undertakes to remain confidential on overall or partial results arisen in connection with contract performance as well as use such results exclusively for completion of such contract.
- 15.2 Any information relating to Eviden and third persons disclosed to contractor on the basis of or in connection with this agreement which are subject to protection pursuant to the Regulation (EU) 2016/679 (General Data Protection Regulation) and the Act No. 18/2018 Coll. on personal data protection as later amended shall be deemed confidential and contractor undertakes to remain confidential on such circumstances or information until the moment when they become publicly known provided it does not occur due to breach of confidentiality obligation.
- 15.3 Contractor's data (data entered in the companies registry, business name, telephone and fax numbers as well as other data necessary for deliveries existing in connection with latest communication techniques, employment positions, contact persons, ordered goods, quantities delivered) from each business contract shall be processed exclusively for the purposes of contract performance especially for the purposes of management and clearing with automated support. Due to technical reasons it might be necessary to store such data on server of one of the companies of Eviden group.
- 15.4 Contractor hereby explicitly agrees that data from individual business contracts under article 14.3 shall be submitted to other Eviden group companies for the purpose of disclosure of information and within group information rules for statistical purposes and risk management and that such business as well as Eviden separately shall send information on goods and services in writing or via e-mail or contact the contractor otherwise for instance via phone.

XVI. Information, declarations on materials, waste disposal, packaging

- 16.1 Regardless of statutory obligations the contractor shall be obliged to submit to Eviden all necessary and exploitable information on delivered goods or services especially storage instructions as well as safety data. Contractor shall also be obliged to notify Eviden on potential affects of hazardous wastes and oils in connection with goods delivered by him and especially indicate means of possible destruction. Contractor shall be obliged to take away upon Eviden' request and free of charge residual waste after use of goods in accordance with their purpose especially in accordance with waste act however to the extent corresponding to the quantity of delivered goods. Should contractor refuse to take away goods or if such takeaway is not possible, Eviden shall be entitled to carry out such takeaway and destruction at contractor's costs.
- 16.2 The Contractor is responsible for the fulfillment of the order at the time of delivery in accordance with the Waste Act and other relevant legal regulations (mainly with regard to Directive 2002/95/EC - RoHS). In the event that the performance is not carried out in accordance with the above-mentioned regulations, the contractor is obliged, regardless of Eviden's claims for liability for defects, to compensate Eviden for any damage incurred in this connection.
- 16.3 If the contractor delivers goods that are subject to regulations on substance restrictions and/or are subject to information requirements (e.g. REACH), the contractor is obliged to report the relevant substances to the BOMcheck web database (www.BOMcheck.net) or in another appropriate format provided by Eviden at the latest on the day of delivery of the goods. The above-mentioned provision shall be applied in accordance with the legal regulations in force at the place of the contractor's or Eviden's seat or at the place of destination.
- 16.4 In the event that the delivery contains goods that are classified as dangerous goods according to international regulations, the contractor is obliged to inform Eviden about this in an agreed manner no later than on the day of confirmation of the order.
- 16.5 The contractor is obliged to dispose of any transport, sales or transport packaging of supplies for Eviden exclusively through a person authorized to dispose of waste. The Contractor is obliged to compensate Eviden for any damage incurred due to the breach of this obligation.
- 16.6 The contractor undertakes that the performance provided by him meets the requirements of ISO 9001, ISO 14001, OHSAS 18001 and ISO 27001.

XVII. Legal succession

- 17.1 Eviden is entitled to transfer/assign his rights and obligations arising from the contractual relationship with the contractor to another company within the Atos group even without the prior written consent of the contractor The contractor is not entitled to withdraw from the contract due to such a transfer/assignment.

XVIII. Anti-corruption provision

- 18.1 The contractor is obliged to inform Eviden in writing, no later than when the contractor's offer is delivered Eviden, that the contractor or members of its statutory body have been gally convicted of any of the criminal offenses of corruption in the last five years before delivery of the contractor's offer to Eviden and/or that the contractor or members of its statutory body have been charged with any of the criminal offenses of corruption without undue delay in the period between delivery of the contractor's offer to Eviden and acceptance of the goods and/or service according to point 9.2. Such notification by the contractor must be in accordance with the requirements established by the OECD Recommendations for the fight against corruption.

XIX. Sustainability code for contractors, supply chain security

- 19.1 The contractor is obliged to comply with the relevant legal regulations. Above all, the contractor must not participate actively or passively, directly or indirectly, in any way in bribing, violating the basic rights of its employees or using child labor. The contractor is responsible for the safety and health protection of its employees at work, undertakes to act in accordance with the

relevant regulations for environmental protection and to make every effort to apply this code of ethics among its contractors.

- 19.2 The contractor undertakes to comply with the principles and requirements in the document Business partner's commitment to integrity.
- 19.3 The contractor is obliged to provide the necessary organizational instructions and take measures, primarily with regard to the security of the premises, packaging and transport, business partner, personnel and information in order to ensure the security of the supply chain according to the requirements of the relevant internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Contractor is obliged to protect the goods and/or services provided to Eviden or provided to third parties designated by the Eviden against unauthorized access or manipulation. The contractor is obliged to use only reliable and responsible employees and is obliged to oblige his subcontractors to adopt similar security measures.
- 19.4 The contractor also undertakes to comply with the security requirements specified in document ASP-SEC-0058 Atos security requirements.
- 19.5 Without prejudice to other rights and remedies of Eviden, Eviden is entitled to withdraw from the contract if the Contractor violates any of the obligations specified in this article. If the violation of the Contractor's obligation can be eliminated, the Eviden is entitled to withdraw from the contract if the violation of the contract is not eliminated within the deadline set by Eviden.

technical requirements and cooperation of Eviden) are specified taking into account the current situation regarding the epidemic of COVID-19 as of the date of signing the contract (hereinafter referred to as "Current Status"). In the event of any change in the Current Status, Eviden reserves the right to submit a request to the contractor to change the contract, and the contracting parties undertake to use all reasonable efforts to negotiate this change in order to conclude an amendment to the contract.

In Bratislava on July 12, 2023

XX. Circumstances excluding liability

- 20.1 None of the parties is responsible for delays in fulfilling obligations under the contract or in connection with the contract due to unforeseeable reasons and circumstances independent of the will of the parties excluding liability, in particular natural disasters (including earthquakes, floods, volcanic eruptions, storms), natural disasters, strikes, riots, armed conflicts, wars, state interventions, epidemics, states of emergency and states of emergency declared by the competent authorities, official restrictions or prohibitions, power outages or other obstacles that occurred independently of the will of the party and prevent it from fulfilling its obligation, if it cannot reasonably be assumed that the party would avoid or overcome this obstacle or its consequences and that it would have foreseen this obstacle at the time of the obligation's occurrence, regardless of the fact whether the above-mentioned circumstances are considered or defined as circumstances excluding liability according to the relevant legal regulations.
- 20.2 In the above-mentioned cases, the deadline for fulfilling obligations under the contract or in connection with the contract is extended by the period during which the circumstance excluding liability lasts. If, based on the reasoned opinion of the affected contractual party, (i) the circumstance precluding liability will last or (ii) the performance of the obligation under the contract will be substantially limited by the circumstance precluding liability for longer than six consecutive calendar months, counting from the date on which the obligation under the contract should have been fulfilled, the party may withdraw from the contract.
- 20.3 The parties undertake to make reasonable efforts in order to mitigate the consequences caused by circumstances excluding responsibility for the fulfillment of obligations under the contract. At the same time, the parties undertake to cooperate to a reasonable extent in order to take the necessary measures to mitigate the consequences of circumstances excluding liability (e.g. establishing remote access) in accordance with the relevant legal regulations.
- 20.4 The contractual party in which a circumstance precluding liability has occurred is obliged to inform the other contractual party immediately. The existence of a circumstance precluding liability is required to be proven by the contractual party that invokes such a circumstance.

XXI. COVID provision

- 21.1 The parties have agreed that the subject of the contract, the price for performance and other essential elements of the contract (including the rights and obligations of the contracting parties,