



**GENERAL TERMS AND CONDITIONS
FOR PURCHASING
OF SLOVAK TELEKOM, A.S.**

1. General Provisions / Area of Application

- 1.1. These General Terms and Conditions for Purchasing of Slovak Telekom (hereinafter „GTC“) shall apply for contractual relationships between Slovak Telekom (hereinafter „ST“) and other contractual party (hereinafter the “Supplier”) arising out of their commercial activity, particularly including purchase orders placed by ST, which were accepted by the Supplier, purchase contracts, contracts for work and other standard contracts according to Part Three, Chapter II of the Commercial Code, as well as any other contracts concluded between ST and the Supplier (hereinafter „Agreement“), whose subject is, particularly, supply of movables (goods), execute work and/or provision of services by the Supplier to ST (hereinafter „Performance“).
- 1.2. These GTC shall apply exclusively; application of general terms and conditions and other commercial terms and conditions of the Supplier, or any other commercial terms and conditions is excluded, unless otherwise agreed in writing between ST and the Supplier.
- 1.3. Unless otherwise agreed, the following documents shall be integral parts of the Agreement in the order set forth below:
 - a) written purchase order (hereinafter „Order“),
 - b) specification of goods, services and/or other performances, technical documentation, technical specifications and other standards and requirements characterising goods, services or other performances
 - c) documentation according to which the Supplier is entitled to handle with the subject of agreement and to provide and/or supply goods, services or intellectual property assets,
 - d) Terms and Conditions for Electronic Exchange of Business Documents of Slovak Telekom,
 - e) These General Terms and Conditions for Purchasing of Slovak Telekom
- 1.4. In case of conflict between provisions of these GTC and the Agreement, the provisions of the Agreement shall precede.
- 1.5. Specific terms and conditions for electronic communication and exchange of documents and data are laid down by the Terms and Conditions for Electronic Exchange of Business Documents of Slovak Telekom, issued by Slovak Telekom.
- 1.6. Should ST conclude any Agreement, all controlled or controlling entities of ST according to Section 66a of Commercial Code shall have the right to place individual Orders according to the Agreement to the Supplier.

2. Formation of Contractual Relationship

- 2.1. A contractual relationship between ST and the Supplier shall arise:
 - (a) upon signature of the written copy of the Agreement by both contractual parties, or
 - (b) upon delivery of a written acceptance of the Order to ST, by which the Supplier accepts the terms and conditions as proposed by ST in the Order and these GTC. Unless otherwise agreed, the Supplier is obliged to accept the Order in writing within five (5) working days from its delivery to the Supplier. Should the Supplier fail to accept the Order within specified period, no contractual relationship between ST and the Supplier shall arise and, if this period expires to no effect, ST shall not be bound by this Order, unless the Supplier provides the performance according to relevant Order within period for acceptance of this Order; this shall be considered to be unconditional acceptance of the Order.
- 2.2. Every Agreement shall contain basic identification data of the contractual parties according to their entry into Commercial Register or Trade Register, or another register set out under a special Act, including TIN (Tax Identification Number) and VIN (VAT Identification Number), whereas the Supplier is, no later than on the day of formation of contractual relationship, obliged to prove to ST its authorisation to conduct entrepreneurial activity within the specified scope of business by the copy of the Commercial Register or Trade Register, or another register set out under a special Act, not older than three (3) months. The Supplier is also obliged to notify St without undue delay about any change arising on his side, which are subject to entry into the above mentioned registers, otherwise, the Supplier shall be liable for any damage thus caused to ST and the Supplier shall compensate ST for costs, incurred by ST in this connection.
- 2.3. The Supplier is only allowed to fulfil its contractual obligations via any third party (subcontractor) upon previous written consent of ST, which shall form a part of Agreement. This provision also applies if the third party (subcontractor) is a controlled or controlling entity of the Supplier according to Section 66a of Commercial Code.

3. Price and Payment Conditions

- 3.1. The price for performance shall be agreed upon in the agreement of the contractual parties according to valid legislation.
- 3.2. The price according to the Agreement shall be stated without value added tax (VAT). VAT shall be invoiced together with the price according to valid legislation covering value added tax (hereinafter „Act on VAT“).
- 3.3. The agreed price shall be agreed as fixed amount; it shall be full and final price and shall cover all costs incurred by the Supplier related to provision of performance, especially cost

- for packaging, transport (including insurance) to address specified in the Order or Agreement, installation, waste disposal, costs of return of performance within claim for replacement, rent/use of returnable packaging, duty and any other additional charges related to supply of performance, as well as any other charges required by Slovak Republic authorities related to supply of performance and costs for licences, permissions and formalities required for provision of performance to Slovak Republic.
- 3.4. Unless otherwise agreed, the price for performance shall be invoiced in the currency according to the Order.
 - 3.5. The Supplier has the right to invoice the agreed price only after due provision of performance and its acceptance by ST. The invoice shall be raised on the basis of a delivery note or acceptance protocol confirmed by ST; the note or protocol shall be attached to the invoice. The Supplier is obliged to raise the invoice within 15 days after provision of performance.
 - 3.6. The Supplier is obliged to send the invoice to the following address: Deutsche Telekom Shared Services s.r.o., Karadžičova 8, 821 08 Bratislava.
 - 3.7. The invoice shall contain requirements according to valid Slovak legislation. The invoice shall further contain the Order number or Agreement number, assigned by ST, if no Order was placed.
 - 3.8. The invoices shall be issued/raised in two counterparts. A copy of the invoice (duplicate) shall be marked accordingly. Should some of information be subject to corrections, original information shall remain readable. No further changes to the invoice by corrector, correction tape or other correcting tools shall be made.
 - 3.9. If the Supplier issues the invoice with incorrect information or if the invoice does not contain all requirements according to the Agreement, Act on VAT or these GTC, ST has the right to return the invoice to the Supplier without payment for reissue. Upon return of the invoice, the payment period of the invoice shall be interrupted and new payment period shall start upon delivery of correctly raised invoice.
 - 3.10. Payment period of all invoices is 90 days from its delivery to ST, except from cases, where the invoice does not contain mandatory requirements according to valid legislation or where the Agreement states otherwise, Order number assigned by ST, or Agreement number according to ST records. The invoice shall always contain the name of bank and its identifier and a bank account number. If the Supplier comes from the European Union and the European Economic Area, the invoice shall also contain the Supplier's bank account number in IBAN format and a SWIFT/BIC code of the bank, where this account is kept.
 - 3.11. The day of registry with the register office at address according to Art III, Section 3.6 of these GTC (the day to be marked comprehensibly) shall be considered to be day of delivery of the invoice to ST. If ST and the Supplier agreed in the Agreement that the day of issue/raise of the invoice shall be decisive for start of the invoice payment period, the invoice must be delivered to ST within 3 days from its issue/raise. Otherwise, the invoice payment period shall not expire earlier than the number of days stated as the invoice payment period subtracted by 3. The resulting payment period according to previous sentence starts from the day of delivery of invoice to ST.
 - 3.12. Every partial or final invoice shall be accompanied by a delivery note or acceptance protocol signed by authorised person of ST confirming receipt of performance by ST and a copy of Order, if applicable. ST has the right to require from the Supplier, provision of further documents proving the Supplier's right to issue and payment of relevant invoice, whereas such documents shall be considered to be invoice requirements according to Art. III, Section 3.9 of these GTC.
 - 3.13. Should the Supplier provide more than one individual performance in one month, the Supplier shall once a month raise one summary invoice for all performances.
 - 3.14. The Supplier shall not have a right to issue invoice on advance payment, if not otherwise agreed in writing.
 - 3.15. If partial payments for performance have been agreed in the Agreement, a partial performance shall be carried out. The payment for partial performance shall be executed via individual invoice. The Supplier shall invoice individually (partial invoices) the performance according to the Agreement (partial performance), i.e. the Supplier shall raise individual invoice after delivery of every partial performance, whereas the individual performance shall be marked in the invoice and individual invoice after finishing of performance (lien) according to payment provisions of relevant Agreements (1 invoice = 1 payment).
 - 3.16. The payment shall be executed via bank transfer to the Supplier's bank account stated in the invoice. The obligation to pay shall be deemed to be fulfilled upon debiting the amount owed from the ST's account to the Supplier's account.
 - 3.17. The payment of invoice shall not be considered to be acceptance of ST that the performances were delivered in accordance with provisions of the relevant Agreement or Order.
 - 3.18. The payments outside of the Slovak Republic, but within the European Union and the European Economic Area (also called SEPA payments) shall have all bank fees covered as SHA (i.e. shall be equally borne by both contractual parties). The payments outside of the Slovak Republic, other than SEPA payments, and the payments outside of the Slovak Republic in other currency than EUR shall have all bank fees covered as BEN (i.e. all bank fees shall be borne by the Supplier).

3.19. Should ST be in default with payment of an invoice, the Supplier has the right to claim interest on late payment in amount of 0,02% from the amount in default for every day of default with payment, however, only up to the 10% from the total price for the delivered performance.

3.20. The interest on late payment shall be payable upon expiration of the invoice payment period. ST shall not be considered to be in default, if the invoiced amount was debited from the ST's account on the last day of the payment period. The Supplier has only right to claim damages caused by fulfilment of financial obligation if these damages were not covered by the interest on late payment.

4. The works calculated on the basis of hourly/daily charges

4.1. ST shall only pay the Supplier real costs of material and agreed hourly charges for performed works if agreed in the Agreement and if the Supplier justifies properly that it is necessary.

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

4.3. Time for travel, idle time (planned and unplanned) and travel costs shall not be calculated as worked hours and shall not be paid to the Supplier separately.

4.4. The works executed on the basis of hourly/daily charges under supervision of ST and according to the Agreement shall be paid to the Supplier only upon verification and written authorisation of the time sheet containing performed works and actually worked hours. The Supplier shall send a copy of the time sheet authorised by ST in writing together with the invoice.

5. Changes to performance

5.1. The Supplier is obliged to provide the performance in quantity and according to specifications agreed upon on the Agreement. Any variations from the provisions of the Agreement having impact on type or quality of the provided performance shall be considered to be changes of contractual provisions. The changes of the date of delivery, place of performance and all changes related to the way of provisioning of performance shall be considered to be changes of contractual provisions.

5.2. The Supplier may change the contractual provisions only if he informs ST about his intentions in writing and before actual provision of performance and ST grants him written approval. Such approval is also necessary if the intended changes of contractual provisions will not affect the price. If the Supplier fails to meet the obligation according to this Section, this

failure shall be considered to be serious breach of contractual obligation.

5.3. ST may require changes of contractual provisions related to the performance within the Supplier's operating capacity, if ST justifies such changes and if the Supplier agrees with them. Any change related to price, date of delivery or quality of performance shall be executed in writing and before the actual delivery of relevant performance.

5.4. ST shall not be obliged to pay for performance provided by the Supplier which differs from the Agreement.

6. Delivery terms and documentation

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

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

6.3. ST is not obliged to accept delivery of the performance provided prematurely, i.e. before agreed date of delivery. The Supplier's default with provision of the performance shall be considered to be serious breach of the Agreement and ST shall have the right to withdraw from the Agreement; this is without prejudice to the right of ST to claim contractual sanctions from the Supplier.

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

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

- 6.6. The goods shall be packed and marked for transport according to the Agreement. The Supplier is obliged to deliver the goods properly packed and protected during transport by means common in trade for such goods and in quantities necessary for preservation and protection of the goods to avoid damage to the goods during transport. ST shall execute return delivery of packaging only if expressly agreed upon in the Agreement.
- 6.7. Every delivery of goods shall contain a delivery note and marking according to Act No. 529/2002 Coll. on packaging and on amendment and supplementing of certain acts as amended. In case of partial performances, the delivery notes shall be numbered. The delivery note shall be issued for every partial delivery individually and shall contain:
- number and date of the Order, or Agreement number,
 - number and date of delivery note,
 - delivery date,
 - information on type and quantity of delivered performance, in case of delivery of goods also numbers of materials, bar codes according to the Order and the agreed means of delivery,
 - all information on type (size etc.) and price of performance together with serial numbers of items according to the Order related to the delivery note.
- 6.8. If the performance is provided from abroad, the Supplier is obliged to provide the performance according to clause DDP Bratislava (INCOTERMS 2010).
- 6.9. If ST pays for transport individually, the Supplier is obliged to protect interests of ST by abiding by terms of transport specified by ST. This includes selection of carrier, transport route, selection and use of means of transport taking into account type of transported goods and the most acceptable transport costs.
- 7. Documentation**
- 7.1. The Supplier shall provide ST documentation necessary for execution of the Agreement free of charge and on time, if such documentation is not universally accessible.
- 7.2. The contractual parties have the right to copy, archive or use the contractual documentation solely for the purposes of performance of the Agreement. The documentation may only be made accessible for a third party after written approval granted by another contractual party.
- 7.3. The Supplier is obliged to provide ST free on charge an on time complete documentation according to Section 1.3. c) of these GTC for the purposes of execution of a contract.
- 7.4. If a construction contract shall be executed, design documents shall form a part of the Agreement.
- 8. Default performance and/or failure to perform according to the Agreement**
- 8.1. The Supplier is obliged to notify ST without delay about any anticipated delay with provision of performance. If, within period for provision of performance, it is possible to reasonably anticipate that the Supplier will not be able to meet the agreed time of performance, ST is at the Suppliers costs and risks obliged to perform adequate actions in order to prevent risk of damages. Should ST be forced to withdraw from the Agreement due to delay of the Supplier and provide for a relevant substitute performance, which was the Supplier in delay with, from another Supplier, the ST has the right to claim such costs and as well as damages from the Supplier.
- 8.2. If only a part of performance can be provided on time, the Supplier shall provide at least partial performance at the agreed upon time, except if ST withdraws from the Agreement or ST asks the Supplier in writing to provide whole performance on later date specified by ST. Such specification of later date shall be without prejudice to the right of ST to claim contractual penalty according to the Agreement, i.e. original delay of the Supplier shall be decisive for calculation of contractual penalty.
- 8.3. If the Supplier is in delay with provision of performance according to the Agreement, the Supplier is obliged to pay ST contractual penalty in amount of 0,5% from the price of performance according to the Agreement for every commenced day of delay. The contractual penalty shall be payable on the basis of an invoice raised by ST without undue delay after breach of contractual obligations. The invoice on contractual penalty shall be payable within 14 days from the date of its issue.
- 8.4. The exercise of the contractual penalty shall be without prejudice to claim of ST for damages caused by the Supplier's breach of obligation to deliver the agreed upon performance in time. ST shall have the right to claim damages in full amount. The breach of obligation according to this Article by the Supplier shall be considered to be serious breach of contractual obligations with consequences according to legislation and these GTC.
- 9. Acceptance of performance/acceptance tests**
- 9.1. Upon acceptance of performance by ST, the contractual parties shall sign a delivery note or acceptance protocol. The moment of signing of the delivery note or acceptance protocol by both contractual parties shall be considered to be acceptance of performance.
- 9.2. Should the legislation or the Agreement state so, the Supplier is, upon acceptance of performance at the latest, obliged to submit a certificate of conformity of technical characteristics of provided performance with relevant technical standards or other document proving compliance of performance characteristics with requirements of legislation or technical standards.
- 9.3. The Supplier is, on his own costs and prior to delivery of the performance, obliged to submit the performance for tests or technical control (hereinafter „acceptance tests“) to ascertain

whether the performance is in conformity with the Agreement and whether it complies with required technical parameters.

- 9.4. ST has the right to attend the acceptance tests and the Supplier is obliged to notify ST about the place and date of such tests not later than 14 days before planned date of performance of acceptance tests. The costs related to attendance of authorised person of ST on the acceptance tests shall be borne by ST. If the authorised person of ST not attend the tests on time specified for their performance, the Supplier has the right to perform the tests without his presence, however, an independent expert with relevant specialization shall attend the tests; the Supplier shall inform ST about such person in writing, not later than two (2) days before commencing the acceptance tests.
- 9.5. The Supplier is obliged to submit the result of acceptance tests to ST not later than upon delivery of performance.
- 9.6. Shall the acceptance tests not be performed on agreed date by the Supplier's fault, or if the result of the test is negative, the Supplier is obliged to refund ST all costs incurred in this connection.
- 9.7. The performance of acceptance tests in the presence of ST does not release the Supplier from liability for defects discovered after provision of performance, or signature of acceptance protocol.
- 9.8. Breach of obligation according to this Article by the Supplier shall be considered to be serious breach of contractual obligations with consequences according to legislation and these GTC.

10. Acquisition of ownership / risk of damage

- 10.1. ST shall acquire the ownership to the subject of performance upon its delivery by the Supplier, which shall be confirmed by delivery note or acceptance protocol. The risk of damage to the subject of performance shall pass on ST upon its acceptance from the Supplier, which shall be confirmed by delivery note or acceptance protocol.
- 10.2. Performances/deliveries for ST shall not be subject to retention of title, or any other similar legal restrictions. A reference or notification about such retention or restrictions stated in acceptance of the Order or invoice shall be, without explicit objection of ST or disapproval, invalid.

11. Liability for defects / warranty for quality and warranty period

- 11.1. The Supplier is obliged to provide performance according to the Agreement, especially in terms of quantity, quality and finishing according to the Agreement and to guarantee indefectible functionality of provided performances, for which shall be the Supplier liable according to relevant legislation.
- 11.2. ST shall be in case of defective performance entitled especially to:

- a) request rectification of defects by providing substitute performance for defective performance, delivery of missing performance and require rectification of legal defects,
- b) request rectification of defects by repairing of the performance, if the defects can be rectified,
- c) require adequate discount from price of performance or
- d) withdraw from the Agreement.

- 11.3. Claims for defects of performance shall remain unaffected by claims for damages or for contractual penalty.
- 11.4. The warranty period for performance is twenty-four (24) months and shall commence upon acceptance of performance by ST and signature of delivery note or acceptance protocol. The warranty period shall be prolonged by the period, within which the defective performance could not be used according to contractual provisions due to reasons on the Supplier's side.
- 11.5. If the performance suffers from defects that occurred within the warranty period, ST shall notify the Supplier about this fact without undue delay; the Supplier is obliged to rectify the defects within agreed period, however, not later than 30 days after making the claim.
- 11.6. Breach of obligations according to this Article by the Supplier shall be considered to be serious breach of contractual obligations with consequences according to legislation and these GTC.

12. Intellectual property rights / legal defects

- 12.1. For the purposes of these GTC the „Software“ shall mean the Individualised Software and the Standard Software. The „Individualised Software“ (customized software) shall mean computer programs, software applications, as well as any other similar copyright works, products, media, blueprints, plans, schemas, designs and the like (i) created, designed, developed, projected and/or executed in any way for ST, including configuration of the Standard Software, (ii) for which ST exclusively bears the costs of activities as laid down in (i) above, both when the computer programs, software applications, as well as any other similar copyright works, products, media, blueprints, plans, schemas, designs and the like are commercially usable by one as well as both contractual parties, (iii) which result from activities as laid down in (i) above executed by both contractual parties together, whereas both contractual parties bear the costs of these activities which can be commercially usable by both contractual parties according to the Agreement. The „Standard Software“ means common, of the shelf computer programs, software applications of the Supplier (of-the-shelf software), similar copyright works, products, media, blueprints, plans, schemas, designs and the like, which are not designated for exclusive use by ST, but also for use by another customers of the Supplier, or which were not created, designed, developed, projected and/or executed in any way exclusively for ST.

- 12.2. Performance resulting in creation of Software and documentation, which are subject to intellectual property rights, or treating of which is subject to specific legal regulations, particularly Act No. 618/2003 Coll. on Copyright and Rights Related to Copyright as amended (hereinafter "Copyright Act"), is possible exclusively according to relevant provisions of the Copyright Act and the Agreement, where the contractual parties agree on individual terms of use of software by ST, its partners and/or end customers .
- 12.3. The contractual parties agreed that if the Individualised Software is subject of performance according to the Agreement, the Supplier undertakes to deliver to ST source codes for all versions of the relevant Individualised Software.
- 12.4. If Software was created during performance of the Agreement by joint activity of contractual parties, the copyright to this Software shall belong to both contractual parties. This does not apply in case of Software, created during performance of this Agreement individually either by the Supplier or ST, in which case the intellectual property rights belong exclusively to the party who created the Software, if not otherwise agreed in the Agreement.
- 12.5. By signature of the Agreement, the Supplier grants ST exclusive, timely and territorially unrestricted and freely transferrable licence to any Individualised Software created by the Supplier in relation to provision of performance according to the Agreement (for avoidance of doubt also for work created by joint activity of contractual parties), to unrestricted extent and without any further consent by the Supplier, particularly including the right of ST to
- a) use the Individualised Software by any means known at the time when the Agreement came into effect, especially for its direct use by ST in conducting its entrepreneurial activity,
 - b) make copies of the Individualised Software,
 - c) distribute the original of the Individualised Software in public and/or its copies via sale or any other form of transfer of ownership (including free of charge transfer), lease or loan for use and processing,
 - d) perform translation and adaptation of the Individualised Software,
 - e) modify source codes of the Individualised Software or authorise a third party to modify and use the modified Individualised Software without restrictions,
 - f) the Individualised Software further process, modify and create secondary work, as well as the right to grant the third parties the right to perform these activities and to further use such processed, modified and created Individualised Software without restrictions,
 - g) to further use the Individualised Software without restrictions;
 - h) grant rights for use of the Individualised Software to the extent of rights granted by the Supplier to ST to any third party (hereinafter „Licence to the Individualised Software“).
- 12.6. By signature of the Agreement, the Supplier grants ST exclusive, timely and territorially unrestricted and freely transferrable licence to any Standard Software created by the Supplier and delivered to ST according to the Agreement (for avoidance of doubt also for work created by joint activity of contractual parties), to unrestricted extent and without any further consent by the Supplier, particularly including the right of ST to:
- a) use the Standard Software by any means known at the time when the Agreement came into effect, especially for its direct use by ST in conducting its entrepreneurial activity;
 - b) make copies of the Standard Software (hereinafter the „Licence to the Standard Software“).
- 12.7. The Supplier shall not grant the third party licence for use of the Individualised Software granted by the exclusive licence to ST according to these GTC and is obliged to refrain from use of the Individualised Software by any means according to these GTC.
- 12.8. By signature of the Agreement, the Supplier grants ST an approval that ST is entitled to use and present its business name and/or logo during any means of use of Software agreed according to these GTC. The Supplier shall not have the right to use or present its business name and/or logo by any way in relation to the Individualised Software.
- 12.9. The Licence to the Individualised Software and the Licence to the Standard Software according to these GTC shall be valid for all versions, functional or language, which will be created by modification of delivered Software.
- 12.10. By signature of the Agreement, the Supplier grants ST an approval for assignation of Licence to the Individualised Software according to these GTC to another entity; if ST assigns Licence to the Individualised Software to another entity, ST undertakes to inform the Supplier in writing about such assignation without undue delay.
- 12.11. The Supplier shall be held liable that the provided performance has no legal defects. The Supplier further declares and guarantees that the provided performance does not bear any burden and does not breach rights of third parties including any intellectual property rights of third parties.
- 12.12. The Supplier undertakes to hold ST harmless from any third party claims related to infringement of any intellectual property rights in connection to provision of performance according to the Agreement. The Supplier is also obliged to provide for legal representation for ST on its own costs.
- 12.13. Should legitimacy of the third party claims be proved, the Supplier shall for the purposes of suspension of unlawful intervention:
- a) change or replace provided performance with performances, which are at least functionally equivalent, so the third party rights are not infringed, or
 - b) provide for licences from author/owner of these rights to ST.

13. Assignment /Set-off

13.1. The Supplier's debts with respect to the ST cannot be assigned to a third party without prior written consent of ST. Accessory rights, especially interest and any other rights related to a receivable can only be assigned with the receivable itself. Other rights and obligations related to assignment shall be governed by relevant provisions of the Slovak law.

The Supplier shall not have the right to set off a claim against ST which arose from legal relationship with ST. The Supplier may only offset such claims which are undisputed and recognized by binding judgement.

14. Provision of collateral

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

14.2. Unless otherwise agreed, the Supplier shall provide the collateral at the latest upon execution of the Agreement.

15. Circumstances excluding liability / Force majeure

15.1. Neither Party shall be liable for partial or full failure to perform contractual obligations caused by force majeure. Force majeure shall be deemed circumstances according to Section 374 of Commercial Code.

15.2. If the Supplier fails to perform his contractual obligation due to reason according to the previous paragraph, the Supplier shall inform ST with no delay about commencement and finish of such circumstance and shall make maximum effort to mitigate the failure to perform his contractual obligations. Upon finish of such circumstance, the Supplier shall continue the performance of all obligations interrupted by this circumstance.

15.3. Should the circumstance last more than three (3) months, ST shall have the right to withdraw from the Agreement in writing.

16. Termination of the Agreement/ Withdrawal from the Agreement

16.1. The contractual relationship between ST and the Supplier shall end upon written agreement of both contractual Parties.

16.2. Regardless of the fact whether the Agreement is for definite or indefinite period, ST has the right to terminate the Agreement with one (1) month notice for any reason or without stating one. The notice period begins to run from the delivery of the notice to the Supplier.

16.3. ST shall have the right to withdraw from the Agreement in case as stipulated below:

- a) the Supplier is in serious breach of his contractual obligation,

- b) the Supplier repeatedly breached his contractual obligation,
- c) the performance of the Agreement is not possible without fault of ST side,
- d) the Supplier declared bankruptcy or the bankruptcy proceedings were stopped due to lack of the Supplier's property or if the Supplier files a motion for restructuring,
- e) the Supplier enters into liquidation,
- f) due to a decision of a state authority or change of legislation, there is a material change or termination of conditions which formed a basis for execution of the Agreement between ST and the Supplier,
- g) with regard to the particular Agreement, the Supplier performs activities which breach the Act on Protection of Competition,
- h) the Supplier performs competitive activities and fails to provide relevant guarantee on ceasing such activities,
- i) during business negotiations, or performance of his obligations according to the Agreement, the Supplier provides false or incorrect information about his technical and operational qualification and reliability.

16.4. Should ST breach its contractual obligations according to the Agreement, due to which the Supplier is unable to fulfil its contractual obligation, the Supplier shall allow ST for an adequate deadline (at least 5 working days) in order to provide a remedy; if ST fails to fulfil this obligation in additional period provided, the Supplier has the right to withdraw from the Agreement.

16.5. If ST withdraws from the Agreement, it shall have the right to return the performance received according to the Agreement. If ST keeps such performance, it shall pay the agreed price for relevant performance. If ST returns the performance, the Supplier shall also return the performance received according to the Agreement.

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

16.7. Serious breach of the Agreement shall be also deemed the breach of such obligations according to the Agreement, about which was the Supplier notified by ST with relevant additional period to remedy defects, provided that the Supplier fails to remedy defect within this period granted by ST and continues with breach of his contractual obligations according to the Agreement.

16.8. Contractual parties declare that in case of withdrawal from the Agreement or its termination, all rights and obligations arising out from the Agreement shall be settled within 30 days after expiration of the Agreement.

17. Quality control/Environmental protection

- 17.1. The Supplier is obliged to comply with the requirements of ST for quality control and environmental protection in order to improve its operations with regard to sustainability and safeguarding of high level of environmental protection.
- 17.2. Quality control and environmental protection include:
- (a) requirements to be fulfilled by the Supplier:
 - with respect to quality assurance, which shall lead to improvement of its effectiveness and are necessary to comply with requirements on the product, i.e. provided performance, and
 - with respect to environmental protection, which shall lead to integration of environmental aspects to its processes and operations,
 - (b) monitoring of these requirements by ST.
- 17.3. The Supplier is, according to Act No. 223/2001 Coll. on Packaging as later amended, obliged in relation to provision of performance to process, duly collect and dispose of the packaging material and waste, free of charge, and provide a proof of such liquidation. If the Supplier breaches such obligation, ST is allowed to collect and dispose of the waste at the Supplier's expenses.

18. Basic ethical principles

- 18.1. ST and the Supplier undertake to avoid any fraudulent activity capable to cause economic damages for any party, especially fraud, misappropriation or corruption. The Supplier also undertakes to comply with the Code of Conduct of Deutsche Telekom. The Code of Conduct of Deutsche Telekom shall be available upon the Supplier's request. Electronic version of the Code of Conduct is available at www.slovaktelekom.sk.
- 18.2. The Supplier shall refrain from any acts, which could breach anticorruption acts of the Slovak republic, USA and Great Britain. The Supplier undertakes to cooperate with ST concerning the identification of possible breaches according to this article and to provide all available information.
- 18.3. Regardless of whether the ST suffers a loss, any intentional violation of legal regulations regulating protection of competition, trade secret protection as well as protection of intellectual property of ST by the Supplier, shall be deemed a serious violation of his contractual obligations with consequences according to legislation and these GTC.
- 18.4. Following basic social principles shall binding for the Supplier: The Supplier hereby declares that he prohibits:
- a) any kind of forced labour;
 - b) child labour and guarantees that the minimum age for admittance to employment is in accordance with the relevant labour law applicable on the Supplier;
 - c) any form of discrimination;

The Supplier also undertakes:

- (a) to observe the right to reasonable remuneration for performed work according to relevant labour legislation

- and legislation governing minimum wages binding for the Supplier;
- (b) to observe the respective national regulations on working hours;
- (c) to observe health and safety regulations according to relevant legislation binding for the Supplier;
- (d) no third parties rights are breached by selling the goods, services or intellectual property assets.

18.5. If the Supplier breaches any obligation stipulated in Clauses 18.1. to 18.4 of these GTC, ST is entitled to claim contractual penalty in amount of 10 000,-EUR for each such breach. The right of ST to claim damages to the full extent shall remain unaffected by the previous provision. Regardless of the above mentioned ST shall, in case of breach of Article 18, Clauses 18.1 to 18.3 of these GTC, have the right to withdraw from this contract.

18.6. The Supplier is obliged and responsible to ensure that his Subcontractors will also adhere to the principles according to this Article 18.

19. Foreign Supplier / Tax residence

- 19.1. Upon execution of the Agreement, the foreign Supplier is obliged to provide ST the following:
- a) Original of Certificate of tax domicile issued by relevant tax of financial authority, where the foreign Supplier is registered for income tax purposes,
 - b) Certified declaration that he has a fixed establishment in the Slovak Republic or whether he is registered for income tax purposes in the Slovak Republic. Should the foreign Supplier's tax domicile change or a fixed establishment is created, the foreign Supplier undertakes to notify ST about such change immediately.
- 19.2. If the foreign Supplier has created a fixed establishment in the Slovak Republic or registered for income tax purposes in the Slovak Republic, the Supplier shall at the beginning of each calendar year submit to ST documents confirming payment of advance tax payments issued by relevant Slovak tax authority.
- 19.3. If the performance of a foreign Supplier is subject to withholding tax according to Sections 43 and 44 of Act No. 595/2003 Coll. on Income Tax as amended or under the relevant double taxation treaty, ST is entitled to reduce the payment for such performance by the amount of the tax.
- 19.4. The foreign Supplier undertakes, that if ST becomes liable to pay the tax security and to pay related penalties due to failure to do so by the foreign Supplier according to Section 19.1 of these GTC, the foreign Supplier shall pay this amount to ST on the basis of invoice raised by ST and compensate damages and any other costs caused to ST.
- 19.5. If a payment shall be made for delivery of software, licence payments or for training course to the foreign Supplier, such

payment shall be subject to a withholding tax, the amount of which depends on the existence of a double taxation treaty with the country of the foreign Supplier's tax domicile.

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

20. Foreign trade regulation

- 20.1. The Supplier shall comply with all regulations and legislation regulating foreign trade in connection with delivery of performance and obtaining of all authorizations required by relevant export and import legislation, on its own responsibility and at its own expenses.
- 20.2. For any delivery of goods, the Supplier shall, in particular, provide ST with the following information and documentation:
- a) statistical commodity code in accordance with the harmonized system of the World Customs Organization (WCO),
 - b) country of origin of the goods or other performance,
 - c) any foreign trade information and documentation relevant for delivery (weight, customs number, VAT ID etc.)
- 20.3. If the Suppliers deliver goods or other performance of U.S. origin, the Supplier shall provide ST with the Export Classification Number (ECCN) and to identify relevant license regulations or license exceptions according to U.S. export legislation.
- 20.4. If the Supplier obtained performance either in full or partially from third party, the Supplier shall guarantee that such performance was acquired from secure sources and was exported and imported to the Slovak Republic according to relevant legislation of country of origin or export.

21. Confidentiality and protection of confidential information

- 21.1. The Supplier is obliged to maintain confidentiality about all information, provided by ST during negotiations on the Agreement, as well as all other information acquired in connection with execution of rights and obligations according to the Agreement; such obligation shall not apply when ST provides information or other documentation concerning the Agreement or this Agreement to third party, who is providing professional services and is legally bound to maintain confidentiality.
- 21.2. The Supplier undertakes not to disclose any documentation or data (neither in writing, in electronic form or in any other sensually perceptible form) concerning the subject of the Agreement either partially or in full to a third person, unless these information become commonly known by legally acceptable way, i.e. the obligation to maintain confidentiality shall survive expiration of the Agreement. The Supplier and his employees shall not disclose any information or data in

contradiction with their purpose, for their own needs and for the needs of third parties contrary to the Agreement and valid legislation.

- 21.3. Information which become known to the Supplier in relation to performance of subject of the Agreement, as well as the content of the Agreement and all its Annexes provided or made accessible by ST according to the Agreement, shall be deemed confidential according to Sections 17 and 271 of Commercial Code with consequences stated therein.
- 21.4. If the Supplier will have, according to the Agreement or in relation to the Agreement, access to personal data or telecommunication secret and if these information relate to ST employees, its customers or third parties, the Supplier could process such data only on the basis of written authorisation granted by ST for these purposes. The Supplier is also obliged to agree with all security standards of ST in writing.
- 21.5. The obligation to protect confidential information shall equally apply on the Supplier, his representatives, advisors, employees and without limitations. The Supplier shall disclose any confidential information acquired according to the Agreement only to his members of management, his representatives and employees, who inevitably need such information for performance of the Agreement and only if they are advised on the confidential nature of the information and undertake observe and protect confidentiality of the information.
- 21.6. If the performance according to the Agreement is to be fulfilled by third Party („Subcontractor“) on the basis of a prior written consent of ST, the Supplier is obliged to provide a written consent from the Subcontractor to maintain confidentiality on all information about ST, which ST during negotiations on the Agreement, as well as all other information acquired in connection with execution of rights and obligations according to the Agreement. Should the Subcontractor have access to confidential information according to Article 21 Clause 21.4 of these GTC, the Supplier is obliged to notify ST immediately about such information; ST shall authorise the Subcontractor for handling with such information in writing and the Supplier shall undertake to provide the Subcontractor's written consent with all security requirements of ST binding also for the Supplier. The Supplier shall also provide that all his Subcontractors comply with all requirements at least to the extent according to this Article 21 of these GTC.
- 21.7. Should the Supplier breach any obligation concerning confidential information, the Supplier shall pay ST contractual penalty in amount of 50.000,- EUR (in words fifty thousand euro) for each such breach of obligation. Payment of contractual penalty under this GTC shall be without prejudice to right of ST to claim damages without any reservation, i.e. ST shall have the right to claim damages in full scope and extent. The contractual penalty shall be payable on the basis of an invoice raised by ST without undue delay after breach of contractual obligations. The

invoice on contractual penalty shall be payable within 14 days from the date of its issue.

- 21.8. ST has adopted security processes of information security management system in accordance with which ST is entitled to require from the Supplier verifiable fulfilment of security requirements, whenever applicable on the basis of delivered goods and services. Security requirements can be laid down by valid Slovak legislation, international standards or security policies, by which ST shall abide. Fulfilment of such requirements may lead to change of the Supplier's processes or systems. ST has the right to control/audit the fulfilment of security requirements on personally or via third party.
- 21.9. The obligations according to this Article shall last for the whole term of the contractual relationship between ST and the Supplier and shall survive its expiration. Any breach of this Article by the Supplier shall be considered to be serious breach of contractual obligations with consequences according to legislation and these GTC.

22. Delivery and notifications

- 22.1. All documents, notices or information related to the Agreement (hereinafter „correspondence“) shall be made in writing, or on other medium; the correspondence shall be delivered personally, by registered mail, courier or by electronic means (e.g. fax, mail etc.).
- 22.2. If the correspondence is delivered personally, by registered mail, courier or electronic means, the correspondence is deemed shall be delivered to the correspondence address according to the Agreement or to the last known correspondence address of the contractual party, or to other address verifiably announced to the other contractual party. The correspondence shall be deemed delivered also on the day when the addressed contractual party refused receipt the correspondence or on the day when weekly storage period for collection of the correspondence sent to the contractual party in mail office expired to no effect, or on the day when the mail office or courier employee stated on the correspondence sent to the contractual party that „the addressee has moved“, „ the addressee is unknown“ or when any similar comment was stated, provided that such statement is true.
- 22.3. The contractual party shall not be responsible for failed delivery of the correspondence, if the other contractual party failed to notify the contractual party about change of its correspondence or email address or fax number.
- 22.4. The correspondence delivered personally shall be deemed duly delivered on the date, when authorised personnel of the parties confirm the delivery in writing.
- 22.5. The correspondence delivered by registered mail or by courier shall be deemed duly delivered on the date when such

correspondence is received by other contractual party (addressee).

- 22.6. The correspondence delivered by electronic means shall be deemed duly delivered on the moment when the contractual party – the sender receives notification confirming sending of the correspondence to the other contractual party – the receiver.
- 22.7. The correspondence concerning the expiration (termination, withdrawal) of the Agreement shall be only delivered personally, by recorded mail or by courier.

23. Final provisions

- 23.1. The contractual relationship created by the Agreement and these GTC shall be governed by and construed in accordance with the laws of the Slovak Republic, regardless of any collision rules, particularly the Act No. 513/1991 Coll. Commercial Code as amended and other valid legislation. The contractual parties hereby agree that application of the United Nations Convention on the International Sale of Goods shall be excluded.
- 23.2. All disputes arising from the Agreement shall be resolved primarily by negotiation. If the contractual parties fail to resolve their disputes amicably, their dispute shall be resolved by competent court.
- 23.3. The Agreement shall only be changed or amended by written amendment, numbered in ascending order, signed by both Parties.
- 23.4. Should one or more provisions of the Agreement or these GTC become according to valid legislation unlawful, invalid or unenforceable, the remaining provisions shall remain valid and unaffected, provided that the purpose of the Agreement has not changed. Otherwise, the contractual parties shall agree on the solution, which preserves both the context and purpose of the provision.

In Bratislava, on 15.7.2012

Slovak Telekom, a.s.