

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND SERVICES IN RBI GROUP (hereinafter referred to as „GTC“)

1. INTERPRETATION OF TERMS

Contractor shall mean an entity that supplies the Goods and/or provides Services to the Customer based on an order.

Customer shall mean Tatra banka, a.s., incorporated in the Companies Register of the District Court Bratislava I, section Sa, file No. 71/B, having its registered office at Hodžovo námestie 3, 811 06 Bratislava, Company registration number: 00686930.

Customer Group shall mean any or all (i) legal entities in which the Customer has share on voting rights exceeding 50%, (ii) legal entities holding share on voting rights at the Customer exceeding 50%, (iii) all legal entities in which the company specified in clause (i) or (ii) has share on voting rights exceeding 50%. Share on voting rights can be direct, such as holding of ownership interests or shares (hereinafter referred to as the „subsidiary“) or indirect, via a subsidiary.

Goods shall mean a product/products to be supplied to the Customer by the Contractor based on the order of the Customer, as well as result/product/output of the provided Services.

Services shall mean services provided to the Customer by the Contractor based on the order of the Customer, except services of system integration in IT field.

GTC shall mean these General Terms and Conditions for Procurement of Goods and /or Services in RBI Group.

In written form/in writing shall mean in writing in form of a letter or pdf document attached to an e-mail as an attachment and signed by authorized representative of the Contractor or authorized representative of the Customer (as needed).

Contracting parties shall mean the Contractor and the Customer and the Contracting party shall mean any of them.

RBI shall mean the company Raiffeisen Bank International AG having its registered office Am Stadtpark 9, 1030 Vienna, Austria.

Member of the RBI Group shall mean any legal entity in which the RBI company directly or indirectly owns share of minimum 30% or can exercise voting rights in minimum extent of 30% votes.

2. GTC EXTENT AND SUBJECT

- 2.1. These GTC shall set basic principles of legal relationship between the Contractor and the Customer at supply of Goods and Services based on the orders of the Customer, unless such principles are agreed between the Contracting parties by a separate contract.
- 2.2. These GTC form an integral part of the Customer's order. In case of any discrepancies between these GTC and the order the provisions of the order shall prevail.
- 2.3. The Customer's order shall specify the subject of the order, volume, quality and type, date of delivery, whereas it can include also specific arrangements of the contracting parties.
- 2.4. The Customer may send the Order to the Contractor in electronic form by e-mail. The Contractor shall be obliged to check its e-mail inbox on daily basis and to confirm the order to the Customer without any undue delay after receipt. The Customer's order shall be considered accepted by the Contractor after 2 working days after it was sent by the Customer, unless the Contractor delivers any objections to the Customer by that deadline. Any changes in the order (even if agreed by phone or orally) shall be binding for the Contracting parties if approved by the Contracting parties in written form.
- 2.5. The Contractor shall not be entitled to ensure the order via its contracted partner (subcontractor) without prior written consent of the Customer (such consent shall not be withheld by the Customer unreasonably). The Contractor shall be fully liable for performance/action of its subcontractors, as if being performed on its own and shall not be released from its obligations in relation to the order and the GTC.
- 2.6. The Services and/or Goods shall be delivered for fixed price. The Contracting parties may agree that the Services are invoiced based on time and material, i.e. based on really worked hours/days or material. The Contractor shall be obliged to provide estimate of total price for provision of ordered Services/Goods upon Customer's request. If the Contracting parties agree the maximum price, the Contractor is not allowed to exceed such maximum price without prior consent of the Customer.

3. SUPPLY

- 3.1. The Contractor shall be obliged to deliver the Goods and to provide the Services at location and by deadline set in the order. If no time of delivery is agreed in the order, the Goods are delivered on working day during working hours (9:00 to 16:00).
- 3.2. Place of performance shall mean the place where the Goods are delivered or where the Services are provided in line with the order.
- 3.3. If the Contractor is not able to deliver the Goods or to provide the Services on place or by deadline set in the order for circumstances out of control of the Contractor (e.g. force majeure, strike, natural disasters, war), it shall inform the Customer thereabout without any undue delay and shall suggest change of delivery date. The Customer may – at its own discretion – agree with the change of date for delivery of Goods / provision of Service or may suggest a new delivery date. If the Contractor does not agree with the proposed change, the Customer shall be entitled to withdraw from the order pursuant to the Article 6.
- 3.4. The Contractor shall deliver the Goods to the Customer based on delivery note that has to include date and number of the order, number and date of delivery note issue, signature of authorized person on Customer's side and all necessary data regarding type, size and price of the Goods, including all other needed documents. All such documents shall be provided in Slovak language.

- 3.5. Ownership right to the Goods shall be passed on the Customer after the Goods were handed over. If the Goods result from any activity protected by industrial property right or another intellectual property right, the Customer shall be entitled to use the Goods for purposes resulting from the order and for any other purposes by all available ways of use, and no other consent or notice to the Contractor shall be required. The Customer shall be entitled to award the right for use of the Goods and any part of the Goods within the Customer's Group (no other consent or notice to the Contractor is required).
- 3.6. The Contractor may divert from the terms of delivery of the Goods or Service provision specified in the order, only if the Contractor advised the Customer thereof in advance and the Customer agreed with the change in writing.
- 3.7. If the Contracting parties agree that the Services are invoiced based on „time and material" pursuant to the clause 2.6., the Contractor shall be obliged to provide time sheets of invoiced Services to the Customer, including information about place and time of Service performance, working time of persons providing Services (specification of worked days/hours) and all costs and expenses connected to Service provision being part of the price. The Contractor shall provide such time sheets to the Customer along with the invoice or by 5th day of calendar month following after the month that the time sheet is provided for, depending on which occurs first.
- 3.8. The Contractor shall be obliged to procure all licences, permits, approvals or consents necessary for delivery and operation of Goods by the Customer and to provide the Services so that it acts in line with the generally binding legal regulations and complies with the rights of third parties, especially the rights related to personal data protection and intellectual property rights (copyright, patents, trademarks, designs, etc.). The Contractor is not allowed to commit illegal employment. If the Contractor violates obligation specified in this clause, the Contractor shall undertake to indemnify the Customer at its own discretion, or to compensate the damage to the injured party and to prove the compensation properly.

4. PAYMENT

- 4.1. After delivery of Goods or provision of Services in line with the order the Contractor shall be entitled to issue an invoice, unless the Contracting parties agree otherwise.
- 4.2. The invoice may be made in electronic form in .pdf format and sent in electronic form to e-mail address of the Customer: faktury_a_upomienky@tatrabanka.sk, whereas the **Customer prefers this option**. Electronic invoice shall not be secured by any password. Invoice may be issued also in paper form and delivered to the address: Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava.
- 4.3. Electronic invoice is considered delivered on the day of its sending to e-mail address of the Customer specified in clause 4.2. The Contracting parties take account of the fact that during the transmission via the Internet the message or attached invoice can be damaged. In case of any damage or loss of data in the invoice the Customer informs the Contractor thereabout and requests re-delivery of electronic invoice or paper invoice. The Contracting parties make every effort to deliver the invoice with complete data during the maturity of the original invoice; otherwise the maturity starts from the day of delivery of complete invoice.
- 4.4. Invoice shall include all necessary details required based on applicable generally binding legal regulations. The account number for payment specified in the invoice must be identical to the account number specified in the order. If the invoice does not include all necessary details, including order number or contract number and information specified in this clause and in clause 4.3., the Customer shall be entitled to return the invoice to the Contractor during the maturity period. In such case the maturity period shall be suspended and the new maturity period shall not start before the invoice including all necessary details and information is delivered to the Customer.
- 4.5. Unless not explicitly agreed otherwise by the Contracting parties, the agreed purchase price for Goods and/or Services shall include VAT or other fees that the Contractor is obliged to pay pursuant to the applicable generally binding legal regulations (contributions, taxes, tax duties or other fees), as well as all other costs incurred in relation to delivery of Goods or provision of Services (e.g. delivery, package, insurance, travel costs, travel time, cash expenses, accommodation, etc.).
- 4.6. The Contractor shall provide any necessary information to the Customer so that the Customer may avoid any double taxation. If the Contractor fails to do so, all such costs shall be born by the Contractor.
- 4.7. Unless agreed otherwise by the Contracting parties, the invoice due date shall be 30 days from day of its delivery to the Customer.
- 4.8. All payments shall be settled by bank transfer. Every Contracting party shall bear its own costs related to such transfer.

5. GUARANTEE

Failed delivery / event of default

- 5.1. If the Contractor fails to deliver the Goods or if the Contractor fails to provide the Services in the agreed location or by agreed deadline, the Customer shall grant adequate additional deadline to the Contractor for delivery of Goods or provision of Service. **Regardless of the Contractor's fault the Customer shall be entitled to contractual fine up to 0,5% of the order value for every day of delay in delivery of Goods or provision of Services.**
- 5.2. The Customer shall be entitled to withdraw from the order pursuant to the article 6 if the Contractor fails to deliver the Goods or provide the Services by additionally granted adequate deadline pursuant to the clause 5.1. The right of the Customer to request compensation of damage shall not be affected by settlement of contractual penalty pursuant to the clause 5.1., whereas the compensation of damage shall include also costs incurred by the Customer for procurement of alternate Goods or Services.

Defects of delivered Goods

- 5.3. The Contractor shall be obliged to supply the Goods in volume, quality and type specified in the order without any obvious or hidden defects. If the quality is not specified, it means that the Contractor is obliged to supply the Goods in top quality. The Contractor shall guarantee that the supplied

Goods are free of any defects and are suitable for the agreed purpose of use for the period of 12 months after takeover, unless the Contracting parties have agreed longer period, or if the purpose is not agreed, for the purpose that the supplied Goods are usually used for. The warranty period shall be prolonged for the term during which the Customer is not able to use the defect Goods in line with the order or in line with the usual purpose.

- 5.4. The Customer shall check the Goods by adequate deadline after delivery and inform the Contractor about defects identified during such check. Failure to check the Goods or failure to advise the Contractor of defects shall not result in loss of Customer's right to claim the guarantee.
- 5.5. If the Goods have any defects or are not suitable for agreed purpose or for purpose that the supplied Goods are usually used for, the Customer shall not be obliged to pay the purchase price and shall be entitled to request, at its own discretion (i) free elimination of defect by adequate deadline, or (ii) delivery of alternate Goods instead of defect Goods, or (iii) adequate reduction of purchase price. All costs related to remedy requested by the Customer shall be born by the Contractor.
- 5.6. The Customer shall be entitled to withdraw from the order pursuant to the article 6 if the Contractor does not remedy the defects of the Goods not later than in 30 days after Customer's request pursuant to the clause 5.5. Based on the Customer's request the Contractor shall take over the defect Goods for free and shall pick up such Goods at the location specified by the Customer.

Defects of provided Services

- 5.7. The Contractor shall be liable for Services being provided in scope, quality and way agreed in the order, or if not agreed, in scope, quality and way pursuant to the previous identical orders, or in scope, quality and way usual for common business.
- 5.8. If the Services are provided, however not in scope, quality or way agreed in the order or pursuant to the previous identical orders or usual for common business, the Customer shall not be obliged to pay the purchase price and shall be entitled to request, at its own discretion (i) free provision of Services in scope, quality or way agreed in the order or pursuant to the previous identical orders or usual for common business by additional adequate deadline, or (ii) adequate reduction of purchase price. After idle expiry of the granted adequate deadline for remedy the Customer shall be entitled to withdraw from the order pursuant to the art. 6. All costs related to the remedy specified in this clause shall be born by the Contractor.

6. CONTRACT TERMINATION

- 6.1. The Customer shall be entitled to withdraw from the order
 - in line with the clause 3.3 or 5.2 or 5.6 or 5.8; or
 - if the Contractor gets bankrupt or if the Contractor suspends the payments or is in danger of suspending of payments with regard to its debts, or if it takes any action or steps leading to its liquidation, closing of activities, assignment of enterprise, dissolution, reorganization or declaration of bankruptcy, approval for restructuring or discharge from debts, or if bankruptcy or restructuring proceeding starts, or bankruptcy is declared or restructuring or discharge from debts is approved
 - if fulfilment of obligations cannot be expected from the Contractor for other reasons; or
 - if fulfilment of order would cause inadequate difficulties to the Customer for substantial reasons that occurred after the order was placed.
- 6.2. If the Goods or Services are separable, the Customer may decide at its own discretion to use its right to terminate the contract only with regard to the Goods not delivered so far or to the Services not provided so far.

7. GOVERNING LAW AND JURISDICTION

- 7.1. The Order and all liabilities resulting therefrom or related thereto shall be governed by system of law of the Slovak Republic. The Contracting have chosen the law pursuant to the applicable provisions of international private law. The Contracting parties have agreed that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not be applied to legal relationship based upon particular orders.
- 7.2. The Contracting parties have agreed that all disputes arisen in relation to or based on particular orders shall be decided by relevant courts of the Slovak Republic.

8. LIABILITY FOR DAMAGE, OTHER PROVISIONS

- 8.1. The Contractor shall not be entitled to assign its rights and obligations resulting from the order or to use a subcontractor for supply without the prior written consent of the Customer.
- 8.2. The Contractor shall be made familiar with the Code of conduct of the RBI Group (Group Code of Conduct, hereinafter referred to as „CoC“) and agrees that the Customer is entitled to prefer CoC based on this rule when executing a Contract / placing an order. However, the Contractor shall be neither entitled to rely on CoC, nor to derive any rights therefrom.
- 8.3. These GTC shall prevail the possible standard terms and conditions of the Contractor. Explicit written consent of the Customer shall be necessary for accepting of the General business terms and conditions of the Contractor.
- 8.4. The Contractor shall be obliged to comply with the system of law of the Slovak Republic and the applicable technical standards at provision of Services and supply of Goods.
- 8.5. If one of the Contracting parties causes any damage to the other Contracting party by violation of its obligations, representations and/or guarantees specified in this Contract and/or order, the liability for damage caused and liability for compensation of such damage shall be governed and regulated

by the provisions of section 373 et seq. of the Act No. 513/91 Coll of the Commercial Code as amended. The Contractor shall not be entitled to claim the loss of profit.

- 8.6. If the Contractor is an entity / person having its registered office or residence out of the territory of the Slovak Republic, after signing this contract the Contractor shall confirm that it is the final beneficiary of income paid pursuant to this contract / order. The final beneficiary of income for this purpose shall mean the person receiving income for its own advantage and being entitled to use such income without any limitation without any contractual or other legal duty of transferring the income to another person. The final beneficiary shall not mean any person acting as an intermediary on behalf of any other person. If the Contractor loses the status of final beneficiary pursuant to the above mentioned facts, the Contractor shall be obliged to inform the Customer thereof without any undue delay. In such case the Contractor shall be obliged to present the evidence proving the final beneficiary to the Customer. The Contractor shall take notice of the fact that if it does not present the evidence proving the final beneficiary to the Customer, the Customer may be obliged to deduct the tax from income pursuant to the tax regulations applicable at the time of payment settlement.

9. PROTECTION OF BANKING SECRET AND PERSONAL DATA

- 9.1. The Contractor shall undertake to act in line with the provisions of the article 89 and other articles of the Act No. 483/2001 Coll. on banks, to keep banking secret as well as to comply with the provisions of applicable European legislation and applicable Personal Data Protection Act. The Contractor shall declare that it is aware of its liability for compliance with the above-mentioned legal regulations and the duties resulting therefrom. The Contractor shall declare that it was informed about rights and liabilities resulting from applicable Personal Data Protection Act, as well as about all consequences resulting from failure to comply with them.
- 9.2. If personal data are provided to the Contractor, the Contractor shall be obliged to process such personal data or to handle such personal data only in way and in scope necessary for achieving the purpose of mutual cooperation of the Contracting parties. In such case the Contractor may act as the personal data processor. In such case the Contractor shall be obliged to act in line with the provisions of the applicable Personal Data Protection Act and the executed contract between the Customer and the Contractor regulating personal data processing. The Contractor is not allowed to copy, scan, record, use, store, forward, provide, make available or disclose the personal data it has available during personal data processing for any other purpose than for mutual cooperation and to protect them properly. The Contractor shall be obliged to terminate personal data processing and to liquidate particular personal data immediately after the purpose of personal data processing was fulfilled. The Contractor shall be obliged to provide the notice of data liquidation to the Customer.
- 9.3. **If the obligation to protect and not to disclose the personal data and banking secret is violated, the Customer shall be entitled to request settlement of contractual penalty of 3 000 EUR from the Contractor for every single case of such violation.** In such case the entitlement to damage compensation is not affected.
- 9.4. The obligation to protect personal data and banking secret shall not be time limited and shall persist after the contractual relationship between the Customer and the Contractor is terminated.