



## General Terms and Conditions for the Supply of Goods or Provision of Services or Other Consideration (“GTC”) issued in line with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (“Civil Code”)

### A. Subject matter of the GTC

#### I. Introductory provisions

1. These GTC set out basic organizational and business conditions for the Supply of goods and for the completion of the Work or for the provision of the Services of NET4GAS, s.r.o., with its registered office at Na Hřebenech II 1718/8, Prague 4, Post Code 140 21, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 108316, ID No. 272 60 364, Tax ID No. CZ27260364 (“**Customer**”).

2. **Seller** means any person to which a written Order for the supply of goods was delivered from the Customer and which concluded a relevant Agreement in accordance with these GTC by which such a person agreed to supply the goods.

**Contractor** means any person to which a written Order for the completion of work was delivered from the Customer (in particular for the completion of a certain thing, its maintenance, repair or modification of a certain thing, completion, assembly, maintenance, repair or alteration of a structure) and which concluded the respective Agreement with the Customer in accordance with these GTC by which it agreed to complete the work.

**Provider** means any person to which a written order for the provision of services or performance other than supply of goods or completion of work was delivered from the Customer and which concluded the respective Agreement with the Customer in accordance with these GTC by which it agreed to provide the relevant performance. For the purposes of these GTC the Seller, the Contractor and the Provider are referred to as the “**Supplier**”.

3. After the conclusion of a contractual relationship (the signing of the Agreement by both parties or the acceptance of an Order) these GTC shall be binding upon the Supplier and the Customer as the parties to a contractual relationship established on the basis of the Agreement (i.e. accepted Order or other written agreement) in which a reference is made to these GTC.

#### II. Scope of applicability

1. These GTC shall be applicable if attached to the Agreement (i.e. accepted Order or other written agreement) or if known to the Supplier and if, at the same time, a reference is made to these GTC in the Agreement.

2. Part B of these GTC contains general provisions applicable to purchase agreements as well as contracts for work or agreements on the provision of services.

### B. General provisions applicable to purchase agreements as well as contracts for work or agreements on the provision of services

#### I. Definition of terms

- **Agreement** means (i) the Order or Framework Order of the Customer accepted by the Supplier in the manner set out in Part B Section V.4.1 (a) or (b) or Part B Section V.4.2 of these GTC or (ii) other written agreement containing the Parties’ expressions of will in one document and concluded in the manner set out in Part B Section V.4.1 (c) of these GTC.
- **Business Days** are all days except for weekends and public holidays.
- **Consideration** means the Supply, Work or Service.
- **Controller** has the meaning defined in the GDPR as amended or updated.
- **Data protection impact assessment** has the meaning defined in the GDPR as amended or updated.
- **Data protection officer** has the meaning defined in the GDPR as amended or updated.
- **Data subject** has the meaning defined in the GDPR as amended or updated.
- **EEA** means the European Economic Area.
- **Framework Agreement** means a written agreement containing the Parties’ expressions of will in one document accepted or concluded in the manner set out for the conclusion of the Agreement. The provisions of these GTC applicable to the Agreement shall apply *mutatis mutandis* to Framework Agreement



(unless otherwise stipulated) with the difference that the Customer's duty to order any Consideration or the Supplier's duty to provide any Consideration is not implied by the Framework Agreement alone. The individual rights and duties arise for both Parties only from the respective Agreement concluded on the basis of the Framework Agreement and in accordance therewith.

- **Framework Order** means a written document entitled "Framework Order" and issued by the Customer which (i) is an offer of the relevant Agreement concerning the pre-defined subject matter of performance to be concluded for a definite period of time, (ii) sets out in particular the quantity, price, payment and delivery terms, and (iii) is delivered to the Supplier in writing or electronically as a scanned copy of the Framework Order signed by the Customer. The Framework Order is governed by the provisions of these GTC applicable to the Order (unless otherwise stipulated).
- **Handover Protocol** (a report on handover and acceptance) means a document by the signing of which the Customer confirms that it accepts the Consideration within the meaning of the Agreement from the Supplier and the particulars of which are defined in these GTC.
- **Office for Personal Data Protection (OPDP)** means supervisory authority, as defined in the GDPR.
- **Order** means a written document entitled "Order" and issued by the Customer which is an offer of the relevant Agreement concerning the subject matter of performance and delivered to the Supplier in writing or electronically as a scanned copy of the Order signed by the Customer.
- **Other Processor** means any person authorized by the Supplier to process the Relevant Personal Data.
- **Parties** means jointly the Customer and the Supplier.
- **Personal Data** have the meaning defined in the GDPR as amended or updated.
- **Personal data breach** has the meaning defined in the GDPR as amended or updated.
- **Personal Data Protection Laws** mean the GDPR, EU Directives 2002/58/EC and 2009/136/EC (as transposed in and adapted to the domestic legislation of the EU Member States) or any other similar laws or regulations applicable to the Supplier or the Customer in any part of the world, always as amended and effective.
- **Processor** and **process/processed/processing** have the meaning defined in the GDPR as amended or updated.
- **Relevant Personal Data** mean any personal data processed by the Customer or the Supplier on the basis of or in connection with any Contract entered into in compliance with these GTC.
- **Services** means activities provided by the Supplier and related to the subject matter of the Agreement. These activities include in particular other performance, which cannot be considered as the Supply or the Work.
- **Staff** means any present, former or potential employee, consultant, temporary or seasonal worker, agency worker, intern, another worker other than a permanent employee, Supplier or supplier, posted employee or any other staff member.
- **Supply** means the delivery of movables by the Supplier.
- **Work** means the carrying out of certain work, service or maintenance or the completion of a work.

## II. Services provided by the Supplier

### 1. Scope of Consideration

1. The scope of the Supply, Services or the description of the subject matter of the Work follows from the Agreement.
2. The Customer is not obligated to accept a partial Consideration under the Agreement from the Supplier.
3. Without the Customer's prior written consent the Supplier may not supply the Consideration in excess of the ordered scope of the Consideration.

### 2. Location of supply/performance

1. Unless otherwise agreed upon in the Agreement, the location of performance is the Customer's registered office.

### 3. Time of supply/performance

1. For the performance of the agreed Supply of goods, completing the Work or providing the Services the dates and periods agreed upon in the Agreement shall apply ("**Delivery Periods**"). These periods are binding. The Customer is not obligated to accept any Consideration before the agreed Delivery Period lapses.



#### 4. Proofs of Consideration

1. At the Customer's or the Supplier's request each completed Supply, provided Service or completed Work must be documented in the Handover Protocol (proof of Consideration – delivery note, handover/acceptance report) to be signed after the acceptance of the concerned Consideration on behalf of the Customer by the Customer's appointed representative pursuant to the Customer's internal policies.
2. In addition to the particulars set out by the generally binding legal regulation, the Handover Protocol must contain in particular:
  - identification of the Parties (business name, ID No., registered office),
  - location and date of performance,
  - identification of the Consideration as per the Agreement,
  - no. of the Customer's Agreement
  - description of any shortcomings or defects in the Consideration, if the Customer decides to accept such a Consideration.

#### 5. Costs of transport

1. The Consideration shall be supplied carriage free. In particular the costs of transport, packaging, insurance and customs duty shall be paid by the Supplier. These costs form a part of the price of the Consideration set out in the Agreement.

#### 6. Risk of damage to goods or work to be completed

1. The risk of damage to the Supply or Work to be completed passes from the Supplier to the Customer upon the acceptance of the completed Work or the Supply by the Customer.

#### 7. Acquisition of ownership rights

1. The Customer acquires an ownership right to the Supply or Work upon its acceptance. This shall not apply to things which are subject of maintenance, repair or modification and which are owned by the Customer.
2. If the subject matter of the Consideration consists of the completion of the Work which is an author work and/or the supply of an author work, the Supplier shall grant the Customer an exclusive licence for such a work without any entitlement to any further fee. The licence shall be granted for all known modes of use and without any time, territorial or quantitative limitation. The Customer shall be authorized to grant a sub-licence or to assign the licence to any third party.

#### 8. Subcontracts

1. The Supplier may entrust other person to provide the Consideration or a part thereof under the Agreement only with the Customer's prior written consent. However, the Supplier is always fully liable for the Consideration under the Agreement as if the Supplier provided the Consideration by itself.

#### 9. Price

1. The Customer agrees to pay the Supplier the price agreed upon in the Agreement unless the Parties agreed only on the method of its determination. In such an event the price shall be determined by such an agreement between the Parties.
2. If the price for the Work or for the Services is determined on the basis of a budget the Supplier guarantees the completeness of such a budget. The price is determined as the maximum permitted and unchangeable price. It covers all the Supplier's costs and risks associated with the preparation and provision of the Consideration.
3. The Supplier represents that it has acquired detailed knowledge of all the circumstances decisive for fulfilling the subject matter of the Agreement and reflected them in the agreed price, in particular, that:
  - the price is determined at a pricing level applicable at the date of the total handover of the Consideration and covers the expected trend in prices of input costs, the customs fee and all deteriorated conditions that can be expected during the implementation;
  - the Supplier verified the clarity, scope and completeness of the documentation submitted by the Customer, clarified all ambiguities before the conclusion of the Agreement and is able to provide the Consideration;
  - the Supplier acquainted itself with the current condition of the premises, land, utility networks and possibilities within the construction site and/or conducted probes and analyses by which it eliminated all technical doubts as to the provision of the Consideration;
  - the Supplier reviewed all documentation and that the documentation is free of any apparent defects and relies on the use of designs, materials and structures compliant with general usage;
  - the price includes all work and supplies including any additional, auxiliary and supplementary work, overhead costs and equipment which form a part of the full and flawless provision of the Consideration.



4. The Supplier assumes the risk of change in circumstances within the meaning of Section 1765 (2) and Section 2620 (2) of the Civil Code.
  5. If the Supplier is a VAT payer, it shall be authorized to apply VAT in an amount pursuant to Act No. 235/2004 Coll., on Value Added Tax ("VAT Act") in addition to the agreed price as at the date of taxable supply. If a reason exists for the rise of guarantee on the part of the Customer within the meaning of Section 109 of the VAT Act, in particular if the Supplier specifies an account other than the published by the tax administrator, the Customer shall be authorized to pay the amount of the prescribed VAT for the Supplier directly to the tax administrator's account in line with the procedure set out by Section 109a of the VAT Act. If the Customer pays the VAT in this manner for the Supplier, the Customer shall be obligated to pay the Supplier only the agreed price exclusive of VAT for the duly provided Consideration and to inform the Supplier accordingly without undue delay.
  6. The Customer agrees to pay the price for the provided Consideration on the basis of a tax document which the Supplier is authorized to issue after the Customer accepts the Consideration which has been duly handed over. In the case of repeated Considerations or prices determined as a monthly fee the Customer agrees to pay the agreed amount in arrears, always in the month following the month in which the Supplier supplied the respective Consideration to the Customer unless otherwise agreed between the Parties in the Agreement.
- 10. Issuance of tax documents**
1. After the completion of the Consideration, subject to the fulfilment of the conditions arising from these GTC and within the period defined by and in compliance with the relevant law, the Supplier shall issue a tax document for the Customer for the payment of the price for the Consideration, or other accounting document if the Supplier is not a VAT payer, and to deliver this document to the Supplier's registered office, unless otherwise stipulated in the Agreement.
  2. The tax document must contain all the particulars prescribed by the generally applicable legal regulations, in particular by the VAT Act, registration number of the Agreement to which it applies, the number of the purchase document stated in the Agreement or otherwise communicated to the Supplier and the number of the account to which the Customer's payment is to be credited.
  3. For tax documents issued for the recurring Consideration (service, maintenance, repeated supply of goods) assessed for a certain period the Supplier shall clearly indicate the billing period.
  4. If the tax or accounting document does not contain the prescribed or agreed particulars or if it was issued in conflict with the Agreement or the law, the Customer shall be authorized to return it to the Supplier before its due date for correction or re-issuance. In this connection the Customer shall state the reason for returning the tax or accounting document. On the date when the tax or accounting document is returned the running of its maturity period shall be discontinued and a new maturity period shall commence on the date when the corrected or re-issued tax or accounting document is delivered to the Customer from the Supplier.
  5. The Supplier shall attach a copy of the Handover Protocol confirming the acceptance of the subject of matter of the Consideration to the tax or accounting document. In case of breach of this obligation the Customer shall not be obligated to pay the tax or accounting document until the Supplier fulfils this obligation.
  6. The tax document/invoice must be an A4 format document on standard 80g/m<sup>2</sup> office paper with single side print, the colour of the font used in the tax document/invoice will be black and the tax document/invoice will be delivered in one original.
- 11. Payment period with respect to the price**
1. The agreed price is payable within 60 days of the day when the Customer receives a tax document or accounting document duly issued in accordance with these GTC or the Agreement.
  2. The price shall be deemed paid on the date when it is debited from the Customer's account to the credit of the Supplier's account.
  3. In the event of delay in the payment of the price the Customer shall pay the Supplier a late payment interest in the amount of 0.1% from the overdue amount for each day of delay.
- 12. No waiver or acknowledgement**
1. The payment of a tax or accounting document shall not constitute a waiver of the rights arising from the default in Consideration or acknowledgement that the Consideration was ordered or that the Consideration was free of defects.



### 13. Prohibition of assignment / set-off

1. The Supplier may not assign its claims arising from the Agreement with the Customer to any third parties without the Customer's prior written consent nor may the Supplier unilaterally set off any of its receivables due from the Customer against the Customer's receivables due under the Agreement.

### 14. Information and notification duty

1. If the Supplier needs further information or documents for performing the Agreement it shall immediately approach the Customer through its contact person specified in the Agreement with a written statement sent by post, fax or e-mail.

2. If the Customer and the Supplier have agreed upon a certain production plan or other schedule with respect to the provision of the Consideration, the Supplier shall provide the Customer with information on the progress of the Work during the period until its handover to the Supplier and on the fulfilment of the agreed production plan or other schedule. The Supplier shall inform the Customer of any deviations within 3 days of their occurrence. At the Customer's request the Supplier shall prove to the Customer the achievement of a given milestone in the production plan or other schedule.

### 15. Termination of the Agreement

1. Either Party may terminate the Agreement concluded for an indefinite period or a definite period of more than one year without stating a reason by a written notice of termination delivered to the other Party.

2. The notice period is 1 month and commences on the first day of the month following the month in which it was delivered to the other Party.

3. The termination shall become legally effective upon the expiry of the notice period.

### 16. Withdrawal from the Agreement

1. Both the Supplier and the Customer are authorized to withdraw from the Agreement for reasons stipulated by the law.

2. In addition to the reasons stipulated by the law the Customer is authorized to withdraw from the Agreement if:

- a decision on winding up the Supplier with liquidation and without a legal successor is issued,
- insolvency proceedings are commenced against the Supplier's assets,
- bankruptcy or execution is declared against the Supplier's assets,

- d) the Supplier has repeatedly failed to fulfil the information duties set out in Section II.14.2 of this part of the GTC,
- e) the Supplier defaults on the provision of the Consideration or on the provision of the Consideration on an ongoing basis (or if the Supplier defaults on providing the on-going provision of the Consideration) if a production plan or other schedule as per Section II.14.2 of this part of the GTC has been agreed on, for a period exceeding 15 days; in these cases of withdrawal the Agreement shall always be cancelled from inception.
- f) the Supplier fails to fulfill the duty laid down in Paragraph 20, subsection 2, Letter (a) of this Article of the Terms and Conditions;
- g) the Supplier fails to fulfill the duty laid down in Paragraph 20, subsection 2, Letter (c) of this Article of the Terms and Conditions;
- h) the Supplier fails to fulfill the duty laid down in Paragraph 20, subsection 2, Letter (d) of this Article of the Terms and Conditions;
- i) the Supplier fails to fulfill the duty laid down in Paragraph 20, subsection 2, Letter (e) of this Article of the Terms and Conditions; and
- j) the Supplier fails to fulfill the duty laid down in Paragraph 20, subsection 2, Letter (g) of this Article of the Terms and Conditions;
- k) ;

3. The Supplier shall be further authorized to withdraw from the Agreement if the Customer defaults on the payment of the agreed price for a period of over 30 days despite a written notice delivered to the Customer by the Supplier.

4. Withdrawal from the Agreement within the meaning of this Section II.16.1 through II.16.3 shall be notified by the Party which withdraws from the Agreement to the other Party in writing. The notice shall be delivered to the other Party at its registered office or at a different address specified in the Agreement. The withdrawal becomes legally effective upon the delivery of the notice of withdrawal to the other Party. In case of any doubt about the date of delivery the notice shall be deemed delivered on the third Business Day of its proven dispatch or, if sent to an address in another country then the notice shall be deemed delivered on the fifteen business day of its proven dispatch.

### 17. Interruption of consideration

1. The Customer is authorized to request the Supplier at any time to discontinue the



performance of the Agreement. Upon the receipt of this request the Supplier is obligated to discontinue the performance of the Agreement and to duly ensure the provided Consideration in such a manner as to prevent the occurrence of damage. Should the interruption last for a period longer than 3 months without the Customer requiring such an interruption in connection with a default or other breach of the Supplier's contractual duties, the Supplier may request in writing the Customer's consent to the continuation of the performance. Should the Customer refuse to grant such consent the Supplier shall be authorized to withdraw from the Agreement. If the Customer's requirement was not reasoned by the breach of the Supplier's contractual obligations, the Supplier shall be authorized to seek compensation for the costs incurred in connection with the interrupted performance of the Agreement. This amount shall not exceed 10% of the total price of the Consideration under the Agreement and, in the event of recurring Consideration, an amount equal to the Customer's Consideration for 6 months of the duration of the Agreement.

#### 18. Confidentiality duty

1. The Parties are aware that in the course of performance of the Agreement the Parties or their employees or subcontractors may gain access to the other Party's confidential information or that such information may be provided to them. The Parties agree to treat confidential information as a trade secret and, in particular, to keep it confidential and take all contractual and technical measures to prevent its abuse or disclosure. The Parties may disclose this information only to their employees who need to familiarise themselves with this information due to the performance or preparation of the performance of the subject matter of the Agreement, to their contractual partners and representatives to the extent necessary for the preparation of the performance and for the performance of the duties under the Agreement and to persons that directly or indirectly participate in the preparation and course of the proceedings concerning disputes that arise from the Agreement. The Parties agree that they will sufficiently inform the above persons about the confidential information and about the duty to keep this information confidential and that they will sufficiently secure the confidentiality of this information by contractual provisions. If a breach of this

confidentiality duty is identified by one Party, the same Party shall immediately inform the other Party of this fact and both the Parties shall adopt appropriate measures in order to remedy the defective situation. Any and all confidential information shall remain the sole property of the disclosing Party. The Parties further agree not to use any confidential information pertaining to the other Party other than in connection with the performance of the Agreement.

2. Confidential information shall be understood to mean in particular information acquired by the Parties or their representatives in connection with the Agreement, its performance and other negotiations with the other Party such as information on operating methods, procedures, working procedures, business or marketing plans, concepts, strategies or their parts, offers, contracts, Agreements, understandings or other arrangements with third parties, information about financial results, about relationships with business partners and employment issues even if such information does not constitute trade secret pursuant to the Civil Code and, know-how which means all findings of commercial, production, technical or economic nature which relate to the Party's activities, have actual or at least potential value and are not commonly accessible in the relevant business circles and are to be kept in confidentiality, and all data that become known to the Supplier in connection with the processing of the Customer's data ("**Confidential Information**").
3. This duty shall not apply to the provision of the Confidential Information for the purposes of entrepreneurial activity within a business group pursuant to the provision of Section 71 et seq. of Act 90/2012 Coll., on Corporations and Cooperatives (the Companies Act), as amended, and to the provision of the Confidential Information to legal, tax, financial or other third-party advisors with whom the Parties are obligated to agree upon similar conditions governing the confidentiality of the provided information. The Parties further agree not to use the provided Confidential Information in contradiction with its purpose for their own use.
4. Irrespective of the above, the following information shall not be regarded as the Confidential Information:



- a) information whose provision or disclosure to a third party was approved in writing in advance by the disclosing Party;
- b) information that the disclosing party expressly designated as public;
- c) information which entered the public domain without the receiving Party breaching intentionally or by omission the duties under the Agreement; and
- d) information whose disclosure by the receiving Party is mandatory under Czech law.

5. The duty to treat the Confidential Information in accordance with this Section II.18 shall survive the entire term of the Agreement and the termination thereof until the Confidential Information becomes publicly known without the receiving Party breaching its duties under the Agreement and this Section II.18.

#### 19. Contractual Penalties

1. The Supplier's violation or failure to comply with duties pertaining to the handling of Confidential Information set forth in Section II.18 of these GTC is subject to a contractual penalty payable by the Supplier to the Customer in the amount of CZK 100,000 for every individual violation.
2. The Supplier's delay in providing Supply is subject to a contractual penalty payable to the Customer in the amount of 0.1% of the agreed price for every commenced calendar day of delay.
3. The Supplier's violation of or failure to comply with duties pertaining to compliance with the legal requirements referred to in Section IV.1 of these GTC is subject to a contractual penalty payable by the Supplier to the Customer in the amount of CZK 5,000 for every individual violation.
4. The Supplier must pay a contractual penalty to the Customer's account within 30 days after the date of delivery of a notice to that effect. If the Supplier fails to comply with this duty by the relevant due date, the Supplier must pay the Customer, over and above the contractual penalty, late payment interest on the unpaid contractual penalty at the rate of 16% p.a. as per an agreement of the contracting parties.
5. The Supplier must pay a contractual penalty to NET4GAS:
  - a) for the Supplier violation of any duty pertaining to the confidentiality duty during an emergency within the meaning of the

applicable provisions of the Cybersecurity Act or Act No. 240/2000 Coll. on Crisis Management and on Amendment to Certain Acts (Crisis Act), as in effect, in the amount of CZK 2,000,000 for every individual violation.

6. The duty to pay a contractual penalty does not prejudice the right to claim compensation for damage insofar as damage exceeds the contractual penalty.
7. The Customer has the right to set off any financial claim to the Supplier against the Supplier's receivables from the Client.

#### 20. Special Cybersecurity Provisions

1. In consideration of the Customer's business operations and infrastructure used for the conduct of business, the Customer assumes that it will be designated, based on a general regulatory measure, as a person subject to requirements within the meaning of the relevant provisions of Act No. 181/2014 Coll. on Cybersecurity and Amendment to Related Acts (Cybersecurity Act), as in effect ("**Cybersecurity Act**"). Considering the foregoing, the Supplier undertakes to deliver Supply based on the Agreement in accordance with (i) the Cybersecurity Act, (ii) the Customer's security management directives and requirements (of which the Supplier has been demonstrably informed), and (iii) the Customer's cybersecurity requirements (of which the Supplier has been demonstrably informed) until the time at which the Supplier is demonstrably delivered a copy of the general regulatory measure based on which the Customer is designated as a person subject to requirements within the meaning of the applicable provisions of the Cybersecurity Act.
2. The Supplier's duties include, without limitation:
  - a) providing any and all Supply and managing any and all cybersecurity risks relating to providing any and all Supply in accordance with (i) relevant laws and regulations, particularly the Cybersecurity Act, (ii) appropriate professional care, and (iii) the highest standards available in the IT field. In the event the Supplier violates the duty laid down under this subsection, the Customer has the right to withdraw from the Agreement within the meaning of the provisions of Section B, Article II., Paragraph 16, Subsection 2, Letter f) of these Terms and Conditions;



- b) observing the management of information security within the meaning of the Cybersecurity Act (including implementing regulations) and refraining from disrupting and acting contrary to such information security management in any way whatsoever;
- c) submitting to the Customer, without unnecessary delay but no later than 30 (thirty) calendar days after the delivery of the Customer's request, any and all documents and records created in connection with the management of cybersecurity risks by the Supplier, including, without limitation, (i) audit findings (if the Supplier holds an ISO/IEC 27001 certificate, the Supplier must submit audit findings conforming to the certificate), (ii) the results of the last audit or inspection concerning information security, cybersecurity, (iii) any and all statuses of individual corrective measures, and (iv) any other information referred to in the Cybersecurity Act (including implementing regulations). The Supplier must submit the aforesaid in cases where government authorities conduct an audit or inspection, as per the foregoing, of the Customer or the Supplier, where submission must take no later than 15 (fifteen) calendar days after the delivery of the Customer's request. In the event the Supplier violates the duty laid down under this subsection, the Customer has the right to withdraw from the Agreement within the meaning of the provisions of Section B, Article II., Paragraph 16, Subsection 2, Letter g) of these Terms and Conditions;
- d) submitting to the Customer a report on the state of cybersecurity risk management relating to the delivery of Supply, including an overview of residual risks, a risk management plan, and an applicability declaration conforming to the Cybersecurity Act, or ISO/IEC 27001 if the Supplier holds this certificate. The Supplier must present a report on cybersecurity risk management as per this subsection for the previous period ending upon the anniversary of the entry into the Agreement, no later than 15 (fifteen) calendar days after the applicable anniversary of the entry into the Agreement. Every change in the risk acceptability level must be approved by the Customer in writing in advance. In the event the Supplier violates the duty laid down under this subsection, the Customer has the right to withdraw from the Agreement within the meaning of the provisions of Section B, Article II., Paragraph 16, Subsection 2, Letter h) of these Terms and Conditions;
- e) informing the Customer in writing without unnecessary delay (no later than 12 hours after the Supplier detects a security incident or a cybersecurity) of the fact that a cybersecurity event or a cybersecurity incident has occurred, and providing the Customer with information on the cybersecurity event or the cybersecurity incident, including, without limitation, (i) a description of the event/incident, (ii) the outcome of investigation conducted by the Supplier, (iii) information on adopted measures (within the Supplier's organization and with respect to individual employees or the Supplier's subcontractors), and (iv) any other information laid down in the Cybersecurity Act and implementing regulations. In the event the Supplier violates the duty laid down under this subsection, the Customer has the right to withdraw from the Agreement within the meaning of the provisions of Section B, Article II., Paragraph 16, Subsection 2, Letter i) of these Terms and Conditions;
- f) providing the Customer with any and all cooperation (particularly cooperation expressly requested by the Customer) in connection with complying with requirements laid down under the Cybersecurity Act, including, without limitation, providing the Customer with relevant and complete information on cybersecurity events and cybersecurity incidents with direct and indirect effect on the Customer's legitimate interests (i.e. on the IT system, including, without limitation, hardware, software, processes, and services, applications, etc., operated by the Supplier for the Customer, and security incidents that occur in the IT system operated by the Supplier (including, without limitation, hardware, software, processes, and services), which are liable to have a potential impact on the Customer – such as the same type of database, network component – firewall, which is operated for another customer of the Supplier, while the same type is used by the Customer, etc.), as well as in



- resolving and processing cybersecurity incidents;
- g) providing the Customer with any and all requested cooperation, where applicable, in the framework of audits and inspections, both internal conducted by the Customer (or its suppliers) and external conducted by government authorities or the Customer's contractual partners relating to matters including, without limitation, compliance with (i) the Cybersecurity Act, (ii) Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ES (General Data Protection Regulation), and (iii) legislation related to the foregoing laws and regulations. The duty to provide cooperation as per this subsection applies to the Supplier, including its subcontractors where applicable, where the Supplier must ensure compliance with the duty to provide cooperation by any of its subcontractors at any level. Considered providing cooperation is allowing the conduct of an audit or an inspection of the Customer and the Supplier (including any of its subcontractors, if applicable) in accordance with this subsection. In the event the Supplier violates the duty laid down under this subsection, the Customer has the right to withdraw from the Agreement within the meaning of the provisions of Section B, Article II., Paragraph 16, Subsection 2, Letter j) of these Terms and Conditions; and
- h) informing the Customer of any finding or suspicion concerning the Customer's IT system, including, without limitation, hardware, software, processes, and services, thereby ascertained as part of providing Supply, based on which the conclusion is drawn that the Customer's IT system, including, without limitation, hardware, software, processes, and services, does not or may not correspond to or be compliant with (i) requirements laid down under the Cybersecurity Act, (ii) standards available in the IT sector, (iii) appropriate level of security, of the Supplier identifies any other factor liable to increase the security risk of attack or misuse of the Customer's IT system, including, without limitation, hardware, software, processes, and services.

3. For the purposes of discharging the Supplier's duties laid down in this paragraph, the Supplier must without unnecessary delay (no later than by the deadlines laid down in the Cybersecurity Act) inform the Customer of the fact that a cybersecurity event or a cybersecurity incident has occurred by telephone at +420 220 227 777, by e-mail at helpdesk@net4gas.cz, or using contacts specifically stated in the Agreement.

### III. Personal Data Protection

1. To the extent the Customer manually or electronically processes any Relevant Personal Data (i.e. especially, without limitation, name and surname of any natural persons, their address, e-mail address, telephone and fax number, ID No., bank details and VAT No.), the Customer undertakes to:
- Make sure that the processing complies with valid Personal Data Protection Laws;
  - Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing; and
  - Make sure that the Relevant Personal Data are only disclosed to the Customer's staff who have a legitimate reason to process the Relevant Personal Data within the framework of the Customer's business activities.
2. The Supplier confirms for and on behalf of itself and any natural persons whose personal data are disclosed by the Supplier to the Customer, that the Supplier is aware of the fact that the Customer processes the Relevant Personal Data for the following purposes:
- To perform any Contract entered into in compliance with these GTC;
  - For accounting and administrative purposes;
  - In order to secure compliance with any applicable laws and regulations; and
  - To increase and enhance the quality of the Customer's contractor database.
3. The Customer is entitled to outsource the processing of the Relevant Personal Data to processors. For more information regarding the methods of personal data processing employed by the Customer and regarding any processors authorized by the Customer to process personal



data, please refer to the website <https://www.net4gas.cz/en/company/data-protection/>.

4. The Customer shall process any Relevant Personal Data only if it is necessary to accomplish the above-mentioned purposes. The Supplier provides the Relevant Personal Data voluntarily. The Supplier hereby understands and agrees that if the Supplier provides any personal data to the Customer in connection with the performance of any Contract entered into in compliance with these GTC, and if the personal data concern other natural persons (e.g. the Supplier's employees and/or other staff or sub-contractors) and the processing of such personal data by the Customer is necessary to perform the Contract and fulfil the commitments arising from any generally binding laws and regulations, the Customer shall process such personal data to the extent defined and in the manner described in the preceding paragraphs. The Supplier undertakes to inform such individuals of the processing of their personal data by the Customer before the personal data are provided to the Customer.
5. The data subjects have the right to access their personal data processed by the Customer. They may also have the right to request the Customer to correct, update or delete any such personal data and, subject to certain conditions, they may also have the right to request a restriction of or object to any specific processing, or the right to request a transfer of the personal data to another controller. The data subjects may contact the Customer by e-mail at [osobni.udaje@net4gas.cz](mailto:osobni.udaje@net4gas.cz) should they have any questions, comments or submissions concerning the processing of their personal data. For more information regarding the method of processing personal data by the Customer and the rights of data subjects, please refer to the website <https://www.net4gas.cz/en/company/data-protection/>.
6. To the extent the Supplier processes any Relevant Personal Data under any Contract entered into in compliance with these GTC, the Supplier undertakes to:
  - a) Make sure that the processing is performed in compliance with valid Personal Data Protection Laws;
  - b) Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing;
- c) Make sure that the Relevant Personal Data are only disclosed to the Supplier's staff who have a legitimate reason to process the Relevant Personal Data within the framework of the Supplier's business activities; and
- d) Make sure that any third parties (including processors) to whom the Supplier allows access to the Relevant Personal Data respect and maintain the confidential nature and security of personal data.
7. If the Customer or the Supplier discover that the security of the Relevant Personal Data was breached, they shall inform the other contracting party immediately and, in any case, within 24 hours after the breach was first discovered. The Supplier undertakes to provide the Customer with any and all reasonable assistance in the handling of any requests of the data subjects who exercise their rights under the GDPR, and with any investigation of the Customer conducted by the Office for Personal Data Protection, providing they have any connection to the processing of the Relevant Personal Data.
8. The above-mentioned clauses in this Article III. apply to Contracts entered into in compliance with these GTC during the performance of which the Supplier and the Customer both act as controllers who make independent decisions regarding the purpose and the method of personal data processing.
9. If the Supplier acts as a processor processing personal data for the Customer as the controller in performance of any Contract entered into in compliance with these GTC, the following clauses shall apply:
10. The Supplier is obliged to process personal data in compliance with all Personal Data Protection Laws and make sure that the same obligation is duly fulfilled in connection with the processing of personal data by all of the Supplier's Staff, agents or representatives and Other Processors.
11. In connection with the processing, the Supplier is obliged to process the Relevant Personal Data only and exclusively: (i) for the purpose for which



they were disclosed to the Supplier, and (ii) in compliance with any proven instructions received from the Customer. If the Supplier exceeds the instructions and determines itself the purpose and the means of processing, the Supplier thereby becomes a controller with full responsibility for the performance of all associated obligations under the GDPR. However, the obligation to comply with the controller's instructions is not violated if any particular processing is mandatory under the EU law or the law of the Czech Republic. The Supplier is also obliged to inform the Customer without delay that the Supplier considers any particular instruction contrary to the Personal Data Protection Laws.

12. The Customer and the Supplier shall provide for at least the following essential information in any Contract entered into in compliance with these GTC:
- a) List of activities which constitute processing of the Relevant Personal Data necessary for the performance of the Supplier's commitments under the Contract entered into in compliance with these GTC;
  - b) Overview of the categories of data subjects which the Relevant Personal Data concern; and
  - c) Categories of the Relevant Personal Data.
13. The Supplier shall process the Relevant Personal Data only for the purposes corresponding to the scope of activities which constitute processing defined in paragraph 12.a above.
14. The Relevant Personal Data shall be processed throughout the duration of the Contract entered into in compliance with these GTC and subsequently, to the necessary extent: (i) for an additional period of time explicitly allowed or required under the Contract and/or any applicable laws and regulations, and (ii) throughout any applicable periods of limitation if any claims are asserted by the parties arising from the given Contract in relation to the Relevant Personal Data concerned by a party's claim, until the final completion or termination of the relevant proceedings.
15. The Supplier is obliged to create, retain and update throughout the period of processing
- complete and accurate written records of all categories of processing, which should be preceded by a thorough analysis of the categories of processing, information about data transfers to third countries and any technical and organizational measures adopted in connection with the performance of obligations relating to personal data protection. The Supplier must be ready to submit the records to the Customer or the OPDP on request.
16. The Supplier warrants to and assures the Customer that the Supplier shall adopt adequate technical and organizational measures to protect the Relevant Personal Data in compliance with the applicable Personal Data Protection Laws, primarily in compliance with Articles 32-34 of the GDPR. The Supplier shall make sure that the technical and organizational measures reflect any specific risks associated with the Supplier's processing activities, especially (without limitation) that the Relevant Personal Data are protected from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, or any other abuse of personal data. The Supplier is obliged to conduct regular internal inspections in order to confirm that the Supplier fulfils any and all of the Supplier's commitments connected with the processing. The Supplier undertakes to adopt especially, without limitation, the following technical and organizational measures:
- a) The Supplier is obliged to make sure that any persons authorized to process any Relevant Personal Data are bound by a contractual confidentiality obligation or subject to a statutory confidentiality obligation;
  - b) The Supplier shall use adequate technical facilities and software in such manner which eliminates any unauthorized or accidental access to any Relevant Personal Data;
  - c) The Supplier shall store the Relevant Personal Data in properly secured premises and rooms; and
  - d) The Supplier shall arrange for regular tests, assessments and evaluations of the effectiveness of any implemented technical and organizational measures in order to ensure security of processing.
17. The Supplier is entitled to hire Other Processor(s) to process any Relevant Personal Data, but



always only on the basis of the Customer's prior written consent. If the Supplier hires any Other Processor(s), the Supplier is obliged to:

a) Inform the Customer of any changes to the role or status of the Other Processor(s); and

b) Make sure that the Other Processor(s) is/are bound by the same obligations which apply to the Supplier in relation to personal data processing.

18. The Supplier is liable to the Customer for any breach of obligations in the area of personal data protection caused by any Other Processor, without prejudice to any potential recourse that the Supplier may have against the Other Processor.

19. The Supplier undertakes to assist the Customer with the implementation of appropriate technical and organizational measures to ensure personal data security, with reports of any personal data breaches, data protection impact assessment and prior consultations with the OPDP.

20. At the Customer's request, the Supplier is obliged to provide the Customer without delay with any and all reasonable assistance so that the Customer may:

- a) Handle any requests made by data subjects who exercise their rights;
- b) Report any personal data breaches to the Office for Personal Data Protection and/or the Data Subjects concerned;
- c) Conduct a personal data impact assessment if such an obligation applies to the Customer in accordance with the GDPR;
- d) Procure any necessary authorizations or permits from the Office for Personal Data Protection; and
- e) Prove compliance with the Customer's commitments under the GDPR.

21. The Supplier is obliged to enable audits implemented by the Customer or by an auditor appointed by the Customer and provide assistance with respect to such audits.

22. If any personal data are transferred abroad during the processing, the Supplier must meet the requirements for such transfers depending on the reason on the basis of which the transfer is made,

i.e. subject to the condition under Article 46 of the GDPR if the reason consists in appropriate safeguards, or under Article 49 of the GDPR if the transfer falls within any of the exceptions for specific situations.

23. The Supplier undertakes to inform the Customer without delay, but always no later than within 24 hours, if the Supplier discovers any breach of security of the Relevant Personal Data; or if the Supplier receives any correspondence or notice from a data subject, the Office for Personal Data Protection or a third party regarding the processing of any Relevant Personal Data.

24. In accordance with a decision made by the Customer, the Supplier is either obliged to delete any and all Relevant Personal Data or return such Relevant Personal Data to the Customer after the provision of services connected with the processing is terminated, and delete all existing copies unless the EU law or Czech law require retention or storing of such personal data. The Supplier also undertakes to make sure that the Supplier's Other Processors adopt the same measures.

#### **IV. Liability for defects**

##### **1. Liability for defects**

1. The Supplier shall be liable for defects in the supplied Consideration in accordance with the relevant Czech statutory provisions governing the respective type of agreement, unless the nature of the matter implies something else or unless otherwise stipulated. The Supplier shall be liable for fulfilling legal requirements for the use of provided Supply in the territory of the European Union, the territory of the Czech Republic in particular, including, without limitation, legal requirements for the placement on the market, introduction into service, and proper operation of provided Supply. A failure to fulfil any of the requirements referred to in the previous sentence shall be considered to constitute a material breach of the Agreement whereupon the Customer shall have the right to withdraw from the Agreement in accordance with Article II, Paragraph 16 of these GTC.



2. The Supplier grants the Customer a warranty for quality of the Consideration for a period of at least 5 years in the case of any construction work and 2 years in the case of other Considerations.
3. The Supplier may be released from its liability if the Supplier proves that the defect was caused due to incorrect information provided by the Customer.
4. If the Supplier is not released from its liability, the Supplier shall remedy the identified defect at its own cost.
5. The Supplier agrees to commence work with respect to the remedying of the defects no later than 5 (five) Business Days of the moment when a defect was reported.
6. If an unrepairable defect is identified which constitutes a material breach of the Agreement, the Customer shall be authorized to withdraw from the Agreement subject to the fulfilment of the conditions set out in Part B Section II.16 of these GTC.

## V. General provisions

### 1. Choice of law

1. Legal relationships arising from the Agreement, which are not directly set out in the Agreement, shall be governed by Czech law. The Parties also agree to interpret the rights and duties arising from the Agreement in accordance with Czech law.
2. The Parties hereby exclude the application of Section 557 (*contra proferentem* principle), Section 1793 (1) (gross disparity) (*laesio enormis*), Sections 1799 and 1800 (adhesion contracts) of the Civil Code.

### 2. Governing law and jurisdiction

1. Legal relationships arising from the Agreement shall be governed also by these GTC and conditions agreed upon between the Parties.
2. In case of any conflict between the Agreement and the GTC, the Agreement shall prevail.
3. The Parties agree to resolve any disputes arising from the Agreement first by attempting to reach an agreement at the level of their executive bodies and, if this is not possible, in accordance with the relevant provisions of Czech legal regulations.
4. The court competent for any and all disputes arising from the Agreement between the Supplier and the Customer shall be the Customer's general court or, in the case of the Customer's legal successor or a person to which the

Customer's rights and duties arising from the Agreement were transferred a general court of this person, unless the Parties agree in writing that the dispute shall be resolved in arbitration proceedings.

### 3. Form of legal acts

1. If these GTC require the written form for a certain legal act, then the written form shall include also e-mail provided that the e-mail is sent to the address of a responsible person on the part of the relevant Party. The previous sentence shall not apply (i) if these GTC expressly provide otherwise, (ii) to all provisions or acts concerning termination of or withdrawal from the Agreement in accordance with the GTC and (iii) to concluding the Agreements in a manner other than in the form of the Order. In the case of Agreements concluded in a manner other than by accepting the Order the legal acts must be in hard copy form containing the signatures of both Parties.

### 4. Conclusion of the Agreement, amendments to and termination of the Agreement

1. Unless otherwise provided, the Agreement shall come into force and effect on the date when:
  - a) the Order being accepted (confirmed) in writing by the Supplier is delivered to the Customer,
  - b) on the basis of the Order and within the period set out in the Order the Supplier supplies the goods to the Customer or starts providing other Consideration specified in the Order; or
  - c) it is signed in hard copy form containing the signatures of both Parties.

Should multiple circumstances of those set out under items (a) through (c) of this paragraph occur the Agreement shall be deemed concluded upon that of these circumstance which occurs earlier.

2. If the Order is sent to the Supplier by e-mail, the Supplier may accept the Order only in such a manner that a person authorized to represent the Supplier signs the printed Order and a scanned copy of so signed Order is sent to the Customer by e-mail to an address specified in the Order as the address of the person who placed the Order.
3. Any changes to the offer of the Agreement (Order) made by the other Party constitute a new offer of the Agreement. The acceptance of the offer Agreement (Order) which includes a reference to any terms and conditions different



from these GTC is deemed to be a new offer of the Agreement.

4. The contractual relationship is concluded for an indefinite period unless the Agreement stipulates otherwise or unless the subject matter of the Consideration implies that the Agreement is concluded for a definite period.
5. The Agreement may be altered only by written numbered amendments. The provision concerning the manner in which the Agreement is concluded shall apply accordingly to the conclusion of amendments. The same applies to changes to the GTC associated with an existing Agreement.
6. The contractual relationship shall cease to exist upon expiry of the period for which it was agreed, by termination notice, by withdrawal from the Agreement, by agreement between the Parties on the date set out in such an agreement, by death of an individual or dissolution of a legal entity without a legal successor.
7. In case of non-acceptance of the Customer's Order by the Supplier and the Supplier's failure to supply the Consideration within the period set out in the Order the Supplier shall be deemed not to have accepted the Order (the Customer and the Supplier have not concluded the Agreement).
8. The Customer shall be authorized to withdraw the Order provided that the withdrawal will be delivered to the Supplier at same time as the Order at the latest.
9. The fact that the Agreement has been terminated does not release the Parties from their liability for the payment of contractual penalties or compensation for damage incurred during the term of the Agreement.
10. The termination of one Agreement shall not automatically entail the termination of other Agreements concluded between the Parties on the basis of the Framework Agreement.

#### **5. Work health safety and environmental protection**

1. The Supplier assumes responsibility for its employees' and subcontractors' compliance with the principles of work health safety where the Supplier provides the Consideration. The Supplier agrees to ensure that its employees and subcontractors adhere to all applicable regulations concerning work health, fire protection and environmental protection. If the Supplier provides any Consideration on the Customer's premises, it shall ensure that its employees and subcontractors adhere to the safety rules of the Customer's workplace and

other regulations concerning work health safety, environmental protection and fire protection which shall be provided to Supplier in every individual case for review. Any waste produced in the course of the Supplier's business pertains to the Supplier and the Supplier shall dispose of it waste at its own cost.

2. All products, mechanical and electrical equipment that constitute the subject matter of the Consideration must comply with the requirements imposed by Act 22/1997 Coll., on Technical Requirements for Product, as amended. A declaration of conformity and instructions for use as per the REACH directive shall be submitted to the Customer or recipient of the Supply. The supply of these documents in Czech forms a part of the Consideration; any Supplier's costs arising in connection therewith are included in the contractual prices.
3. The Customer shall be entitled to request the Supplier to immediately remove any Supplier's employee or subcontractor involved in the provision of the Consideration whose conduct significantly threatens his own or other persons' health and safety in the location of performance, fire safety or the environment. In such an event the Supplier shall replace the employee or subcontractor without undue delay with another informed employee or subcontractor approved by the Customer in line with these GTC.

#### **6. NET4GAS' Code of Ethics**

1. While performing the Agreement the Supplier shall comply with all statutory provisions and binding legal regulations and NET4GAS' Code of Ethics which is freely accessible on the Customer's website.

#### **7. Foreign labour**

1. If for the purposes of providing the Consideration the Supplier sends a national of any of the EEA countries or Switzerland to the Customer, the Supplier shall inform the Customer accordingly no later than 7 Business Days before the concerned worker starts working at the Customer and to produce, at the same time, the following: the concerned worker's identification details, address in the country of his/her permanent residence, proof of the highest education completed, place of work, type of work, position by relevant type of economic activity, proof of education required for the relevant profession and information about whether in this case this is the first work assignment of the concerned worker in the Czech Republic.



- 2.If for the purposes of providing the Consideration the Supplier sends a national of a country other than a EEA country or Switzerland to the Customer, the Supplier shall present the Customer, in addition to the information and documents mentioned in the previous Section, with a proof of the Supplier's (employer's) authorisation for carrying on business in the country of its origin. In such an event the Supplier shall fulfil the duty set out in this Section and in the previous Section no later than 40 days before the expected commencement of work of the concerned worker.
- 3.If foreign labour is used for the Consideration by the Supplier having its registered office in the Czech Republic, the Supplier shall produce, on the date when the concerned worker commences to work at the latest, an affidavit confirming that the Supplier complies with all statutory requirements for the employment of foreign nationals.

### **C. Joint, transitional and final provisions**

- 1.These GTC enter into force on 15. October 2021and fully supersede all previously applicable GTC issued by the Customer for the provision of the Consideration.
- 2.All legal relationships established between the Supplier and the Customer before the effective date of these GTC shall continue in force. These legal relationships shall continue to be governed by the terms and conditions valid before the conclusion of the Agreement.

Prague, 15 October 2021