

## General Purchase Terms and Conditions of Digiteq Automotive s.r.o.

Company name: **Digiteq Automotive s.r.o.**

Having its registered office in Praha 4, Novodvorská 994, post code 14221

Company ID: 26466023

Tax ID: CZ26466023

Incorporated in the commercial register of the Metropolitan Court in Prague, Section C, File 84128 (the "Digiteq Automotive")

### I. Introduction

1.1. These General Purchase Terms and Conditions (GPTC) form an integral part of all contracts for the supply of works, goods and services ordered by **Digiteq Automotive**.

1.2. Certain express provisions of the parties that are agreed by the parties in each particular contract and that depart from the GPTC prevail over provisions included herein.

### II. Definitions

2.1. **Supplier.** The supplier as defined under these GPTC means an entity identified as a supplier in an order, offer or a Contract entered into in the manner set out herein (e.g. Service provider, Contractor and Seller).

2.2. **Customer.** The customer as defined under these GPTC always means Digiteq Automotive.

2.3. **Service.** The service as defined under these GPTC means a supply of services that the Supplier agrees to deliver to the Customer under the Contract. In addition, the Supplier agrees to transfer the right of ownership to the tangible and intangible segments of the supplied services. The Customer agrees to accept the supplied services and to accept tangible carriers of intangible things that form an integral part of the supplied services, and to pay the price to the Supplier. The service also means the supply of Goods and Works.

2.4. **Work.** The work as agreed under these GPTC means an activity during which a particular thing is made, or assembled maintained, repaired or altered, or an activity that results in any other activity of the Supplier (e.g. a computer programme) that the Contractor (Supplier) agrees to make for the Customer under a Contract for Work and the Customer agrees to accept the Work and to pay a price for the Work.

2.5. **Goods.** The goods as agreed under these GPTC mean tangible, movable things and their accessories the Supplier (Seller) agrees to deliver to the buyer (Customer) to transfer the right of ownership to these things to the buyer (Customer) in accordance with a purchase contract and the buyer (Customer) agrees to take over the goods and to pay the Supplier (Seller) a purchase price for them regardless as to whether the Goods are designated as goods, spare parts and the like in the Contract.

2.6. **Contract.** The contract means a contract to provide Services, namely a contract for Work and a purchase contract entered into under Section III. hereof.

2.7 **Security incident** is any real or supposed (i) lost, damage or theft of Personal data; (ii) unauthorized use, providing, acquisition, alteration, making accessible or any other unauthorized Processing of personal data.

2.8 **Personal data** are any data, information or records which directly or indirectly identify natural person (data subject) or which concern an identifiable natural person, especially name,

address, telephone number, e-mail address, payment card data, personal-Id number (e.g. birth number or VAT-Id number), birth date, Id-card number, driving licence card number, medical and other health records as well as any other data that enable identification of a natural person which, Provider or any third party which acts on behalf of the Provider, processes in relation to the Agreement.

2.9 **Processing** means any operation or set of operations which is performed on Personal data or on sets of Personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### III. Conclusion of contracts under the GPTC

3.1. **Conclusion of Contract.** A draft Contract is a written order of the Customer or an offer of the Supplier which must be delivered to a recipient (a person/an entity identified as a recipient in the order or the offer). The Contract is concluded by the receipt of the approved or signed Draft Contract by the recipient. The Draft Contract must be fully confirmed by the recipient and with no amendments, reservations, limitations or any other alterations compared to the wording of the Draft Contract sent, otherwise the Contract is not concluded. Considering the content of the Draft Contract or the practice adopted between the parties, or if it is usual, the Customer or the Supplier may accept the offer or the Order so that the Customer or the Supplier acts in accordance with it, particularly if the Customer or the Supplier accepts or provides the performance. Silence or omission cannot be considered acceptance of the offer or the Order.

3.2. **New Draft Contract (counter-offer).** The confirmation of the order or the offer which includes amendments, reservations, limitations or any other alterations is deemed to be rejection of the Draft contract and constitutes a new Draft Contract even if the amendment, reservation, limitation or any other alteration does not substantially change the terms and conditions of the order or the offer. In such a case, the Contract is concluded only if this new counteroffer is confirmed by the recipient with no reservations, amendments or any other alterations and is delivered back to the other party.

3.3. **Time limit for acceptance, revocation of the Draft Contract.** The Supplier or the Customer is obliged to accept the Draft Contract in writing and deliver it to the other party or to notify of the revocation of the Draft Contract within 14 days or within any other time limit determined by the Customer of its delivery. The acceptance and rejection of the Draft Contract must be in writing, signed and delivered to the recipient.

3.4. **Change in circumstances.** The Supplier assumes the risk of a change in circumstances within the meaning of Section 1765 and Section 1766 of the Civil Code.

3.5. **Volkswagen Code of Conduct for Business Partners.** The supplier is obliged to become acquainted with the Volkswagen requirements for sustainable development in relations with business partners (Volkswagen Code of Conduct for Business Partners). The supplier is obliged to act in accordance with this Volkswagen Code of Conduct for Business Partners. Otherwise, Digiteq Automotive s.r.o. is entitled to terminate the contract in question with immediate effect.

Available under the following link:

- [Code of Conduct for Business Partners](#)
- [Whistleblower System of the Volkswagen Group](#)

#### **IV. Quality of services provided to the Customer**

4.1. The Services must be provided in the quality and manner, as specified in the Contract and further in accordance with all laws and regulations, technical requirements and technical and safety standards, both binding and recommending ones, which are applicable to the provision of the Services. If the quality and manner of execution of the subject of the Services are not expressly specified in the Contract, the Supplier is obliged to provide the subject of performance in the quality and manner which fully meets the purpose for which the subject of performance is provided, and if such purpose is not agreed, then the purpose for which such subject of performance is usually used. The subject of the Service must not be encumbered with any legal defects, e.g. a pledge.

4.2. The Supplier is obliged to hand over all documents, declarations and certificates necessary for use of the Subject of the Service to the Customer, no later than on the day of acceptance of the Service or any part of it. Certificates hereunder mean particularly declarations of conformity of products, systems and the like. The documents must be delivered in a written, printed form which cannot be replaced by a record on a data carrier. If the Customer asks the Supplier to do so, the Supplier is obliged to provide the Customer with documents also in the form of a record on a data carrier, in the publicly accessible data format. The Supplier is obliged to deliver the documents relating to the parts of the Services in language versions set by the Customer. The costs associated with preparation and delivery of all documents in the required number, including their corrections, amendments, substitute delivery, or delivery in the form of a record on a data carrier are to be borne by the Supplier. Once the documents are delivered to the Customer, the Customer acquires the right of ownership to them and is entitled to freely dispose of them. Reimbursement of costs. All costs incurred by the Customer due to late handover of the required documents by the Supplier will be billed to the Supplier and the Supplier hereby agrees to pay them. If the costs are paid by the Customer, the Supplier agrees to reimburse such costs to the Customer.

#### **V. Place of performance**

5.1. The place of performance of the Service is the registered office of the Customer unless the place of performance is specified in the Contract or by the Customer otherwise. The Supplier is obliged to provide the Service in the place of performance at his own costs and risk.

#### **VI. Time of performance**

6.1. The Supplier is obliged to notify the Customer in writing of the delivery of the Service at least 3 business days in advance. The Supplier is obliged to notify the Customer in writing without undue delay if the delivery of the Products is to be delayed. The Supplier agrees to keep the Customer informed about the status of the provision of the Services and notify him of all issues that are or can be important for the due performance of the Contract. Unless the Contract stipulates otherwise, the Supplier is obliged to provide the Customer with information without undue delay, no later than within 2 business days of the receipt of the Customer's request by the Supplier.

6.2. If the Services are provided in the registered office or the seat of the Customer's enterprise, the Supplier is obliged to provide

the Services on business days and during normal working hours of the Customer, unless the Customer determines otherwise.

6.3. Partial deliveries of the subject of the Service are allowed only if agreed in the Contract or if the Customer grants his written consent to it. For avoidance of any doubts, the parties expressly exclude the application of Section 1930(2) sentence one of the Civil Code to partial performance by the Supplier.

6.4. The Supplier is entitled to authorize a third party to perform obligations arising from the Contract only with the previous written consent of the Customer. If the Supplier uses a third party to perform the obligations arising from the Contract with the consent of the Customer, he agrees that this third party will fully perform the obligations arising for the Supplier from the Contract and from generally binding legal regulations.

6.5. If the Supplier defaults on due provision of the Service within the agreed time, the Customer is entitled to be paid a contractual penalty of 0.3 % of the price for the defaulted Service by the Supplier (irrespective possible discounts from the price of the Service) for each day of default. The arrangement on the contractual penalty does not affect the entitlement of the Customer to compensation of damage caused by the violation of obligations to which the contractual penalty relates.

#### **VII. Liability for Defective Services**

7.1. The service provided is defective if it fails to correspond to the quality requirements, the scope (quantity), the properties, and the criteria prescribed by these GPTC, the contract, or generally binding legal regulations, or fails to correspond to the manner appropriate for the purpose which results from the contract. The defects of the subject of performance also mean defects of all and complete documents and background documents relating to the subject of performance the Supplier is obliged to deliver to the Customer based on the contract together with the subject of performance. If the documents delivered are defective, the Customer is entitled to return the documents to the Supplier at his own expense and/or to invite the Supplier to deliver flawless documents. In such a case, the Supplier is obliged to provide the Customer with complete, flawless documents without undue delay, no later than within 7 days of returning the defective documents or receipt of the Customer's request.

7.2. If the Customer discovers any defects of the Service provided, he will notify the Supplier of the defects and the method of removal of the defects and remedy without undue delay, unless the Contract or these GPTC stipulate otherwise. The notification of the defects may be sent to the Supplier in writing, electronically or by telefax and the Supplier agrees to confirm the receipt of this notification without undue delay.

7.3. The Supplier is obliged and represents that within the time limit set out in the contract, otherwise no later than within 24 hours of the receipt of the Customer's notification of defects, the Supplier will arrive to the place stipulated by the Customer at his instructions in order to analyse the defects notified based on which the parties will agree upon the deadline for removal of the defects. If the parties fail to agree upon the deadline for removal of the defects, the Supplier is obliged to remove the defects notified no later than within a reasonable period of time stipulated by the Customer, taking into account the nature of the defect. The time limit will start running from the notification of the deadline for removal of the defects to the Supplier. It applies that the deadlines for removal in days are stipulated for defects which do not require decommissioning of the Subject of the Service (device) and the deadlines for removal in hours are stipulated for defects which require decommissioning of the Subject of the Service (device).

The Supplier acknowledges that if he fails to appear for analysing the defects hereunder without any apology, he is obliged to remove the defects notified no later than within 15 days, for defects which do not require decommissioning of the Subject of the Service (device), or within 48 hours of their notification, for defects which require decommissioning of the Subject of the Service (device).

7.4. Regardless the nature of the defect and gravity of the contract violation caused by the defective subject of performance, the Customer is always entitled to choose one of the following claims arising from the liability for defects of the subject of performance or their combination:

- a) to require removal of the defects by having the substitute subject of performance supplied, the Service repeatedly provided, the missing subject of performance delivered, or to require removal of legal defects;
- b) to require free removal of defects by having the subject of performance repaired  
if the defects are repairable;
- c) to withdraw from the contract;
- d) to require a reasonable reduction on the price;
- e) to take steps necessary for discovery of defects and to secure the repeated provision of the Service by himself or through another person and at the expense of the Supplier, with his consent or at his instructions. The Supplier is obliged to pay the Customer the costs in full. In such a case, the Customer is obliged to duly prove the costs incurred under the previous sentence and to document the defects of the Services (photo-documentation, video-documentation and the like). The Customer is the only entity which can make a choice under this section and is not bound with the proposals of the Supplier.

7.5. If the Customer makes a claim resulting from the liability for defects under section 7.4 subs. a) and/or subs. b) hereof and the Supplier fails to remove the defects of the subjects of performance in a manner and within the time limit stipulated by the Customer or if the Supplier informs the Customer before the expiry of the deadline stipulated by the Customer that he does not remove the defects, the Customer is entitled to withdraw from the contract or to require any other claim resulting from the liability for defects under section 7.4 hereof.

7.6. Until all defects of the Services are removed, the Customer is not obliged to pay the Supplier the price for the defective Services which has not been paid to the Supplier yet.

7.7. The Supplier is, under Art. VII hereof, liable for all defects that appear on the Service provided during the warranty period which starts running upon acceptance of the Service by the Customer and ends thirty-six (36) months from the acceptance of the Service by the Customer, unless the Contract stipulates otherwise. If the Service consists of making, maintenance, repair or alteration of a structure or its part, the Supplier is liable for all defects that appear on the structure or its part during the warranty period which starts running upon takeover of the structure by the Customer and ends sixty (60) months from the takeover of the structure by the Customer.

7.8. For the avoidance of doubts, the parties expressly agree to rule out the application of Section 1965, Section 2103, Section 2104, Section 2105, Section 2106, Section 2107, Section 2112 of the Civil Code.

7.9. In addition to the claims resulting from the liability for defects, the Customer is entitled to be paid a contractual penalty because the Supplier defaulted on the performance of his obligation resulting from the liability for defects of the Services. The contractual penalty is equal to 0.3 % of the price for the

defective Service (regardless any possible discounts from the price) for each day of default on the performance of the obligation resulting from the liability for defects. The arrangement on the contractual penalty does not affect the entitlement of the Customer to compensation of damage caused by the violation of obligations to which the contractual penalty relates.

## **VIII. Price and Payment Conditions**

8.1. The price for the subject of performance is agreed by the parties as a fixed and invariable price. Unless agreed otherwise, the price for the subject of performance includes all costs associated with the provision of the Service, particularly packaging costs, costs for collection of all documents necessary for the provision of the Service, transport to the place of performance and possibly costs for the insurance. The Supplier agrees to deduct a discount from the price to which the Customer has become entitled based on the Contract, another agreement, or an unilateral arrangement of the Supplier, even if the Customer does not invite the Supplier to deduct the discount or does not quantify its particular amount. The Supplier is liable for that the discount has been quantified correctly.

8.2. The parties agree to mutually issue and send tax documents in an electronic form. Until the Supplier delivers an original of an invoice to the Customer, the Customer does not default on the payment of the price billed by the particular invoice.

8.3. The Supplier is entitled and at the same time obliged to issue the account of the price – an invoice after the Service is duly and timely provided. The invoice must contain elements of a tax and accounting document stipulated by generally binding legal regulations, particularly:

- a) identification of the parties
- b) contract number and order number
- c) invoice number, issue date of the invoice, due date of the invoice
- d) date of taxable supply
- e) subject of taxable supply
- f) invoiced amount, excl. VAT
- g) total invoiced amount
- h) bank details of the parties
- ch) amount of the discount to which the Customer became entitled
- i) total price for the Services after deduction of the discount.

The invoice must be attached with the document proving due provision of the Service to the Customer and acceptance of the Service by the Customer confirmed by the Customer.

8.4. If the invoice issued by the Supplier fails to contain the prescribed elements, contains information contrary to the Contract or these GPTC, it will not be acknowledged and paid by the Customer and the Customer will return it to the Supplier without undue delay to be amended or corrected, without being in default on payment of the price.

8.5. The due date is included in the invoice. If the due is not included in the invoice, the Customer is obliged to pay the price within 90 days of receipt of the proper invoice. If the invoice is amended or corrected, it is deemed to be delivered in the time of delivery of the new proper invoice.

8.6. The Supplier affirms by execution of the Contract that as at the date of the execution of the Contract, there are no reasons based on which the Customer would or should become a surety pursuant to the Value Added Tax Act (the "VAT Act") for payment of the Supplier's tax liability arising from the VAT which was charged to the Customer in addition to the price for the subject of the Service. The Supplier agrees to file an ordinary

value added tax return and to pay the VAT, if any, to a local tax administrator within the prescribed due date. The Supplier further agrees that he has no intention not to pay the VAT relating to the subject of performance, or to evade the VAT, or to elicit any tax allowance, and to get to the position when he will be unable to pay the VAT. The Customer is entitled to withhold the VAT from each invoice issued by the Supplier if the Supplier fails to confirm to the Customer in writing upon delivery that the Customer does not become obliged to be a surety for payment of the VAT within the meaning of Section 109 of the VAT Act or if he is published in the list of the Financial Directorate of the Czech Republic within the meaning of the above mentioned provision. The Customer is entitled to withhold the amount of VAT from payments of the invoices received until the day on which the Supplier proves that he has duly and timely paid the VAT, or to use the withheld VAT as a security of the VAT within the meaning of Section 109a of the VAT Act (in such a case, the Customer's obligation to pay the Supplier the agreed price, including the VAT duly accounted, is deemed to be fulfilled after the payment of the VAT security to the local tax administrator of the Supplier).

8.7. The price is deemed to be paid via wire transfer on the day on which the sum is charged off the Supplier's account.

8.8. The Customer is entitled to assign all his claims owed by the Supplier or their part to any third party at any time. The Supplier is entitled to assign his claims owed by the Customer or their part to any third party only with the Customer's written consent. The Customer is entitled to unilaterally set off any of his claims owed by the Supplier arising from the Contract or from any other title against the Supplier's claims owed by the Customer arising from the Contract. The Supplier is entitled to unilaterally set off any of his claims owed by the Customer arising from the Contract or from any other title against the Customer's claims owed by the Supplier arising from the Contract only with the Customer's written consent. The Supplier further agrees not to encumber in any manner his claims owed by the Customer arising from the Contract or these GPTC or in connection with them with a security interest for the benefit of a third party.

8.9. If the Supplier sets off, assigns or pledges the claims owed by the Customer arising from the Contract or these GPTC contrary to section 8.9. hereof, the Supplier is obliged to pay the Customer a contractual penalty of 10 % of the claim amount which should have been subject to set-off, assignment or pledge. The arrangement on the contractual penalty does not affect the entitlement of the Customer to compensation of damage caused by the violation of obligations to which the contractual penalty relates.

8.10. If the Customer defaults on the payment of the outstanding price, the Customer is obliged to pay the Supplier a contractual penalty of 0.05 % of the debt amount for each commenced day of default and statutory late payment interest.

## **IX. Termination of the Contract**

9.1. Unless the Contract or these GPTC stipulate otherwise, either party is entitled to withdraw from the Contract if the other party materially breaches the Contract and for other reasons set out by law and the Contract. The material breach means such a breach of which the breaching party, at the conclusion of the contract, knew or should have known that the other party would have not concluded the contract had it foreseen such a breach. If the Customer withdraws from any Contract for the reasons on the part of the Supplier and if the Service provided therefore loses its economic significance for the Customer, the Customer is entitled to withdraw from any other Contract without stating any reason

(in full or in part) based on which the same Service has been or will be provided. In such a case, the Customer is not obliged to pay any costs to the Supplier.

9.2. Upon withdrawal from the Contract which included these GPTC, the Contract is extinguished from the beginning. Upon withdrawal from the Contract, the following arrangements and claims do not extinguish:

- a) arrangements which are, with regard to their nature, to be binding for the parties even upon withdrawal, particularly arrangements on confidentiality, secrecy and know-how protection, arrangements on dispute resolution and the like;
- b) claims arising from the liability for property harm occurred under these GPTC and the Contract;
- c) claims arising from the liability for defects;
- d) claims for the payment of contractual penalties arising from the breach of these GPTC or the Contract;
- e) claims as prescribed by law.

9.3. Unless the Contract stipulates otherwise, the Customer is obliged to determine as to whether the things supplied as a part of the Services to which the Customer acquired the right of ownership under the Contract before the withdrawal will be returned to the Supplier or will remain in the ownership of the Customer. If the subject of performance remains in the possession of the Customer, the Supplier is entitled to financial compensation for this subject of performance in the amount of a book value but maximally to the amount of the agreed price for the subject of performance within the Contract withdrawn.

9.4. Upon withdrawal of the Contract, the parties are obliged to make settlement. The Supplier is to propose a method of settlement of mutual claims to the Customer within 15 days of the receipt of the withdrawal by either party. After the receipt of the Supplier's proposal or after expiry of this time limit, the Customer informs the Supplier in what manner and in what time their mutual claims are to be settled. The method of settlement and time limits determined by the Customer are binding for the parties. The costs associated with the withdrawal and possible returning of the performance provided are borne by the Supplier.

## **X. Technical and other documentation**

10.1. All information, recorded in any tangible form, particularly technical and other documentation, tasks, descriptions, drawings, projects, samples and preparations handed over, developed or made accessible by the Customer to the Supplier in connection with the Contract remain in the ownership of the Customer and the Supplier undertakes to take care of and protect them against destruction and damage, to use them exclusively for the discharge of his obligations under the Contract, not to make them accessible to any third parties, or to use them for the benefit of any third party, unless the Customer grants his previous written consent to it.

10.2. After the discharge or termination of the Contract in any other manner, the Supplier is obliged to return the documents under section 10.1. to the Customer and to destroy all copies the Supplier made for the purposes of the discharge of the Contract. If the Supplier fails to perform his obligation under Art. X. hereof, the Customer becomes entitled to be paid a contractual penalty of CZK 100,000 for each individual breach of this obligation, even repeatedly. For avoidance of any doubts, the parties expressly declare that the obligation under Art. X. hereof does not cease to exist by the payment of the contractual penalty. The arrangement on the contractual penalty does not affect the entitlement of the



Customer to compensation of damage caused by the violation of obligations to which the contractual penalty relates.

#### **XI. Industrial design rights and other intellectual property rights**

11.1. The Supplier undertakes to ensure the subject of the Service provided not to be encumbered with any rights of third parties, including copyrights and intellectual property rights. Particularly, the Supplier undertakes to ensure the Contract (its provision or the Subject of the Service provided) not to be encumbered with any rights of third parties arising from industrial or other intellectual property rights. By execution of the Contract, the Supplier expressly affirms that he is fully authorized to dispose of the industrial and intellectual property rights relating to the Services or their parts and undertakes to ensure due and uninterrupted use of things handed over to the Customer as a part of the Services by the Customer or the Customer's clients.

11.2. The Supplier represents that the Customer has a non-exclusive, unlimited right of use to any parts of the Services to which the industrial or other intellectual property rights relate to the widest possible extent in accordance with the applicable law of the particular type of industrial or intellectual property from the date of takeover. The right of use to these things is unlimited in time, territory, is transferred as a gratuitous right, a transferable right with a right to sublicense and an assignable right without any need of consent of the originator or the owner of the industrial or intellectual property. Any remuneration for these rights is included in the price for the Services.

11.3. The Supplier further undertakes to ensure the Customer or any other person not to be caused harm due to potential breach of the Supplier's obligations resulting from this Article or untruthfulness of the Supplier's representations. The Supplier expressly undertakes to compensate the Customer all damage caused by the breach of these obligations or untruthfulness of the representations and further all damage and expenses incurred by the Customer due to claiming rights by third parties against the Customer or the Customer's clients.

#### **XII. Right of ownership and passage of risk of damage**

12.1. The right of ownership to the subject of the Service passes to the Customer in the time of payment of the agreed price in full, unless the Contract stipulates otherwise.

12.2. Before the agreed price is paid in full, the right of ownership to the subject of the Service passes to the Customer in cases specified in this section 12.2. subs. a)-c) in the time of delivery of the Customer's written notification and further provided that the subject of performance or its part already exists and is in the possession of the Supplier. In case of doubt, the Customer's notification is deemed to be delivered on the third day after it has been provably sent by the Customer. It concerns the following cases:

- a) commencement of insolvency proceedings against the Supplier, in the time of commencement of such insolvency proceedings;
- b) default of the Supplier on the delivery of the subject of performance for more than 30 days;
- c) imminent substantial default of the Supplier on the delivery of the subject of the Service, i.e. - if, taking into account all circumstances, it is clear that the Supplier will be in default on the delivery of the subject of the Service.

From the time of passage of the right of ownership hereunder, the Customer is entitled to dispose of the subject of performance as of his own thing, to immediately terminate his contractual relation

with the Supplier and to use third parties for finishing the subject of performance without limiting the Supplier's liability for defects or damage caused so far.

#### **XIII. Protection of business secret and the Information that are deemed to private and confidential**

13.1. All information provided by the Supplier to the Customer is deemed to be confidential and business secret. Business secret involves competitively significant, identifiable, valuable and in relevant business circles normally unavailable facts related to the enterprise of the Supplier. Confidential information means any commercial, technical, financial, organizational or other information relating directly or indirectly to the Supplier, his particular employees, business partners, customers, but not limited to the foregoing information, recorded in any form on any carrier, as well as oral information provided or made accessible to the Customer in connection with the concluded Contract to provide services.

13.2. The Supplier is not authorized to make the business secret and confidential information accessible to any third party without previous written consent of the Customer and may provide this information only to those employees and advisors who necessarily need to know the information for the purposes of the Contract concluded. The Supplier is further obliged to ensure the business secret and confidential information to be kept confidential by all Supplier's employees and other persons to whom the business secret and confidential information are made accessible. The Supplier may not copy the confidential information or the subject of business secret or reproduce them in any other manner and to store them in any database, except for making copies and storing confidential information for the purposes of the discharge of the Contract to provide services. The Supplier further agrees not to inform any third parties about the existence and content of any Contract entered into between the Customer and the Supplier. Without previous written consent of the Customer, the Supplier may not provide or make accessible to any third parties any information or documents relating to any Contract entered into between the Customer and the Supplier which has already been or will be handed over or made accessible by the Customer. The previous written consent is also required when the Supplier provides information to his subcontractors in connection with the discharge of any Contract entered into between the Customer and the Supplier.

13.3. In case of breach of the obligations specified in Art. XIII. section 13.2. hereof, the Supplier is obliged to pay the Customer a contractual penalty of CZK 100,000 for each individual breach of these obligations, even repeatedly. The arrangement on the contractual penalty does not affect the entitlement of the Customer to compensation of damage caused by the violation of obligations to which the contractual penalty relates.

13.4. The provisions of this article remain in force even after termination of any Contract entered into between the Customer and the Supplier.

#### **XIV. Governing law, delivery and other final provisions**

14.1. Rights and obligations of the parties, including conclusion of the Contract, its validity and effect are governed by the law of the Czech Republic. If the Contract includes a reference to a particular clause of INCOTERMS, the provisions included in this clause of INCOTERMS become part of the Contract.

14.2. The Civil Code in these GPTC means Act 89/2012 Sb., the Civil Code, as amended.

14.3. If the Contract refers to INCOTERMS 2010, it refers to International rules for the interpretation of INCOTERMS 2010 clauses, a publication of the International Chamber of Commerce in Paris.

14.4. Notifications resulting in a change or cessation of the Contract require a written form and may be delivered to the other party in person or by registered mail through a postal service provider to the addresses indicated in the heading of the Contract. Other notifications may be delivered to the other party also by fax, or per email to the address indicated in the Contract. This delivery address of the party may only be changed by a written notification delivered to the other party. This provision applies by analogy to delivery of postal consignments other than written instruments. Each party is obliged to notify the other party of a change in their delivery addresses, otherwise they bear the consequences associated with legal effects of delivery of a notification to the last delivery address. If a document fails to be delivered to the addressee in a manner as described in this provision because the addressee does not stay in the place of delivery, or does not receive or refuses to receive, then the document is deemed to have been delivered in the time of returning of an undelivered document to its sender. When delivering per fax or email, the message is deemed to have been delivered in the time of sending such fax or email.

## **XV. Processing and Protection of Personal data**

15.1 In case Processing of Personal data occurs in relation with providing services and is performed by the Supplier, principles of processing mentioned in this article shall apply.

15.2. The Supplier hereby undertakes to process Personal data pursuant to effective legal provisions and undertakes to collaborate with the Customer and to provide it with all necessary and reasonably required cooperation to ensure the manipulation with Personal data is in accordance with legal provisions.

15.3. The Supplier is entitled to process Personal data in accordance with instructions of the Customer, nevertheless in case the Supplier supposes that such instruction is in contradiction with legal provisions or that it will result in its breach, the Supplier is obliged to inform the Customer immediately.

15.4. The Supplier is not entitled to hand over or make Personal data accessible to third parties or to its external sub-suppliers without previous written consent of the Customer.

15.5. The Supplier is not entitled to hand over Personal data for the purpose of further processing without previous written consent of the Customer. The Supplier is liable for damage caused to the Customer by act or omission of its further party or other person processing the Personal data to which it made the Personal data accessible.

15.6. The Supplier is obliged to ensure the Personal data will be secured from unauthorized leak or Security incident by reasonable technical or other means. The Supplier is especially obliged to assume all reasonably expected measures and/or restrictions of administrative, physical and technical nature (including electronic ones) and to create suitable procedural safety devices to avoid Security incidents. The Supplier shall ensure that Personal data shall be made accessible to only employees who are authorized by the Supplier, who shall be duly trained in the area of Personal data protection and who are pledged by obligation of confidentiality in relation to the processing of Personal data.

15.7. The Supplier undertakes to implement security measures to protect Personal data which shall be communicated by the Customer in written form in case of occurrence of (i) substantial change of subject of the Agreement or accessible technologies or

systems, (ii) Security incident, (iii) finding out that measures assumed by the Supplier are insufficient, vulnerable or simply contestable.

15.8. In case of Security incident on the part of the Supplier, the Supplier is obliged to inform the Customer immediately about the extent of the Security incident, its cause (if it is known), scope of assumed measures to restrict further Security incident and measures assumed to reach rectification. The Supplier is obliged to take immediately all steps to restrict further Security incident and is obliged to make all reasonable effort necessary to rectify the situation and to assume new security measures if the current measures turn out to be insufficient.

15.9. The Supplier is obliged to provide the Customer with all necessary collaboration in relation to examination of the Security incident or requested collaboration in relation to acts or proceeding of supervisory body. Moreover, the Supplier is, on its own costs, obliged to provide the Customer with written information regarding all subjects whose Personal data were subjected to the Security incident.

15.10. The Supplier is obliged to inform the Customer without undue delay, however by 3 days at the latest, about delivery of any request of governmental or other public administration bodies as for communication of Personal data.

15.11. The Supplier is obliged to store the Personal data only for the period necessary to its processing. As soon as the reason for its processing ceases to exist, the Supplier is obliged to dispose of the Personal data without undue delay and to inform the Customer about this fact in writing.

15.12. The Customer is entitled to verify that the Supplier fulfils all of its duties in accordance with this article or to authorize a third party to perform an audit at the Supplier's place. The Customer is entitled to check and verify that the Supplier assumed all necessary measures to protect the Personal data; especially for this purpose it is entitled to ask for records of processing activities, information of possible handing over of the Personal data including proof of legal ground or general description and to get familiarized with the assumed security measures.

15.13. The Supplier is further obliged to provide all collaboration on request of the Customer in case the data subject applies it statutory rights, i.e. it requires information about the scope of processing of its Personal data, its right to correction, restriction of processing or its erasure.

## **XVI. Export Control**

16.1 The Supplier undertakes to comply with all applicable national and international export control regulations, adhere to relevant sanctions regulations, and abide by all export restrictions set forth by the legal regulations of the Czech Republic, European Union, USA, or other relevant jurisdictions.

16.2 The Supplier is obliged to comply with the Contractual terms and conditions regarding export, ensuring supply chain security, and proof of origin of delivered goods, which are listed on the website:

<https://www.digiteqautomotive.com/cs/obchodni-podminky>.

16.3 The agreements with the Customer also include provisions regarding export restrictions to certain states, which are detailed in the document Export Limitations and Sanctions Against Various Countries, available on the website <https://www.digiteqautomotive.com/cs/obchodni-podminky>.

These provisions are an integral part of these agreements.

16.4 If the Supplier breaches its obligations regarding the import and export of goods and technologies (e.g., concerning the export of dual-use goods and technologies, trade in military materials,

etc.) and/or violates national or international sanctions (whether negligently or deliberately), then such a breach shall be considered as a material breach of the contract, and the Customer shall be entitled to terminate the contract. As a result, the Customer shall also be entitled to terminate all other contracts with the Supplier.