

**GENERAL TERMS AND CONDITIONS OF
ČESKOSLOVENSKÁ OBCHODNÁ BANKA, a.s.
applicable to the supply of goods and services (hereinafter the “GTC”)**

DEFINITION OF CERTAIN TERMS

Supplier:	a sole trader or a legal person with whom a company belonging to the ČSOB Financial Group has concluded a Supplier Contract, which for the purposes of these GTC means e.g. a Work Contract, a Cooperation Contract, a Purchase Contract, an Advertising Contract
Supplier Contract:	a bilateral legal transaction, where on the one side a member of the ČSOB Financial Group acts as a recipient of a service/good and on the other side a Supplier who is a third party outside the ČSOB Group
Electronically Signed Document:	a document signed using the Adobe Sign tool by means of a simple electronic signature as defined under the eIDAS Regulation, or using a qualified electronic signature as defined under the eIDAS Regulation
Order:	a unilateral legal act whereby a company belonging to the ČSOB Financial Group undertakes to purchase a certain quantity of goods/services from a Supplier and to pay the price for the goods/services provided
Domestic Supplier :	a sole trader or a legal person that has its registered office, place of business or branch located in the territory of the Slovak Republic
Foreign Supplier:	A sole trader or a legal person that does not have a registered office, place of business or branch located in the territory of the Slovak Republic and who does business abroad

1. GENERAL PROVISIONS

- 1.1.** These GTC regulate the commercial and contractual relationships arising between any member of the ČSOB Financial Group, which for the purposes of these GTC consists of: Československá obchodná banka, a.s., with its registered office at Žitkova 11, 811 02 Bratislava, registered in the Commercial Register of the Bratislava III District Court, Section Sa, File No. 4314/B, corporate ID (IČO): 36 854 140; ČSOB Poistovňa, a.s., with its registered office at Žitkova 11, 811 02 Bratislava, registered in the Commercial Register of the Bratislava III District Court, Section Sa, File No. 444/B, corporate ID (IČO): 31 325 416; KBC Asset Management NV, a branch of a foreign

management company, with its registered office at Žižkova 11, 811 02 Bratislava, registered in the Commercial Register of the Bratislava III District Court, Section Po, File No. 2159/B, corporate ID (IČO): 47 243 929; ČSOB Real, s.r.o., with its registered office at Žižkova 11, 811 02 Bratislava, registered in the Commercial Register of the Bratislava III District Court, Section Sro, File No. 98281/B, corporate ID (IČO): 47 735 104 (hereinafter collectively referred to as “ČSOB” or “the Customer”), and the Supplier of goods and/or services (hereinafter referred to as “the Supplier”). For the purposes of these GTC, ČSOB and the Supplier shall also be referred to as the Contracting Parties.

- 1.2. The Supplier shall supply goods and/or services only on the basis of an Order issued by the Customer. An Order must always contain the Order number, the date of the Order and the exact specification of the performance as well as the unit price. The email address from which an Order will be sent to the Customer is do_not_reply@csob.coupahost.com, wherein any rights and obligations of the Contracting Parties not specifically arranged by the Order shall be regulated by these GTC.
- 1.3. If, under ČSOB’s internal regulations, the conclusion of a specific contract is required for the supply of goods/services, the provisions of the relevant Supplier Contract shall take precedence over these GTC in the event of any conflict between the two.
- 1.4. The Supplier undertakes to provide goods and/or services under the terms set out in the Supplier Contract between ČSOB and the Supplier also to companies belonging to the ČSOB Financial Group, which for these purposes shall be understood to mean companies: KBC Asset Management NV, branch of a foreign asset management company, ČSOB Poistovňa, a.s., ČSOB Real, s.r.o., provided that they request such goods and/or services through a specific Order. If the Customer is one of the companies within the ČSOB Financial Group, the Supplier shall issue an invoice with the invoicing details specified in the Order. However, companies belonging to the ČSOB Financial Group are not jointly and severally liable under the Supplier Contract; each company is liable only for the performance provided to it, in accordance with the relevant provisions of the Supplier Contract.

2.INVOICING

- 2.1. All prices agreed upon by the Contracting Parties shall be deemed to be stated in euros (EUR), Czech koruna (CZK), US dollars (USD), or any other currency as specified in the Order and shall be exclusive of value-added tax (VAT), which shall be applied in accordance with applicable legal regulations.
- 2.2. Where prices are partially or fully time-and-material-based, the contractually agreed rates shall apply, and the Supplier shall invoice only for the services that ČSOB has confirmed in writing in work reports/acceptance protocols.
- 2.3. The Supplier is obliged to issue an invoice in accordance with Sections 73 and 74 of Act No. 222/2004 Coll. on value-added tax, as amended, and deliver it to the Customer no later than the 15th day of the calendar month following the month in which the service was provided. In the event of a breach of this obligation, the Customer shall be entitled to payment of a contractual penalty in the amount of the penalty imposed by the relevant tax authority on the Customer for additional VAT returns. The Supplier is required to pay the contractual penalty within 14 days of receiving the invoice issued by the Customer.
- 2.4. An invoice must include:
 - a. all required details of an accounting document as stipulated in Section 10 of Act No. 431/2002 Coll. on accounting, as amended, and the required details of a tax document as stipulated in Section 71 of Act No. 222/2004 Coll. on value-added tax, as amended;

- b. the Order reference number;
 - c. the invoice due date in accordance with the Supplier Contract and/or these GTC;
 - d. The Customer's identification details, including corporate ID (IČO), Tax ID (DIČ), VAT ID (IČ DPH), and postal address.
- 2.5.** If the invoice does not meet the requirements specified by the applicable legislation, the Customer is obliged to return the invoice within 5 working days to the Supplier for revision or completion. A new payment due date shall commence on the date the corrected invoice is delivered to the Customer.
- 2.6.** An invoice shall be deemed to have been paid when the invoiced amount is debited from the Customer's account. If the Supplier requests payment to an account other than the one specified in the header of the Supplier Contract, the Supplier must inform the Customer by written notice signed by the Supplier's statutory officer and sent to the email address: procurementSR@csob.sk. A change of account number does not require an amendment to the Supplier Contract.
- 2.7.** In the case of sending an invoice electronically, each invoice must be sent in a separate email with the subject line indicating the Supplier's name and the invoice number. The attachment in PDF format containing the invoice itself must be named in such a way that it clearly indicates it is an invoice (e.g., faktúra, invoice, fa). The use of punctuation marks or other special characters in attachment names is not permitted

The address for sending invoices depends on the company that issued the Order:

- Československá obchodná banka, a.s.: bankafaktury@csob.sk
 - ČSOB Poistovňa, a.s. : poistovnafaktury@csob.sk
 - KBC Asset Management NV, branch of a foreign asset management company: kbcassetmanfaktury@csob.sk
 - ČSOB Real, s.r.o : realfaktury@csob.sk
- 2.8.** If, pursuant to Section 69(13) of Act No. 222/2004 Coll. on value-added tax as amended (hereinafter referred to as the "VAT Act"), the Customer becomes the guarantor for the VAT stated on the Supplier's invoice, the Customer shall have the right to use a special method of VAT payment pursuant to Section 69c of the VAT Act, and the Supplier agrees to this method of VAT payment. In the event that the Customer exercises the aforementioned right and pays VAT to the tax administrator's account number maintained for the Supplier, the Contracting Parties shall consider the Customer's obligation to pay the price for the Supplier's performance in the part corresponding to the VAT amount to have been duly fulfilled. This point applies only to a domestic Supplier registered for VAT in Slovakia.
- 2.9.** The Contracting Parties have agreed that the Supplier is obliged to settle income tax on the remuneration paid and to make any deductions (in particular, but not exclusively, any levies, contributions, etc.) to which such remuneration is subject under applicable law, even if such deductions are required to be made by the Customer by way of withholding or in another similar way on behalf of the Supplier according to any generally binding legal regulation. For the avoidance of doubt, the Contracting Parties acknowledge that the Supplier's remuneration shall not be increased by the amount corresponding to such taxes or levies. This point applies only to Supplier Contracts whose subject is an authorial/artistic work and involves a Slovak Supplier who is a natural person.
- 2.10.** The Supplier declares that they are the ultimate beneficiary of the income received from the Customer under the relevant Supplier Contract/Order, meaning that the income is for their own benefit and they have the unrestricted right to use it without any contractual or other legal obligation to transfer the income to another person. The Supplier further declares that they are not acting as an intermediary for another person, are not a transparent entity, and that all data

and information provided herein are true, reliable, complete, and accurate. The Supplier also undertakes to promptly inform the Customer of any changes in facts or circumstances that may affect their status as the ultimate beneficiary of the income in the future. This point applies only to foreign Suppliers.

- 2.11.** If a foreign Supplier establishes a permanent branch in the Slovak Republic, they are obliged to notify ČSOB of this fact without undue delay. In the event that the Supplier fails to report changes in its tax status or the creation of a permanent branch in the territory of the Slovak Republic that results in the incorrect application of the Income Tax Act, the ČSOB shall be entitled to claim compensation from the Supplier for damages incurred as a result of these facts, in particular, though not exclusively, as a result of the imposition of a fine or punitive interest imposed by the tax authority. ČSOB shall apply withholding tax or tax security to the payment, if required by the relevant legislation in force in the Slovak Republic, while complying with the terms of the relevant international treaty on the avoidance of double taxation.

3. SUPPLIER'S COLLABORATING PERSONNEL

- 3.1.** The Supplier is obliged to ensure that all employees/collaborating personnel of the Supplier possess the required professional experience and qualifications in accordance with the requirements of ČSOB for the professional provision of deliverables. ČSOB reserves the right to request that the Supplier's employees or collaborating persons possess specific technical skills, professional qualifications, and/or meet certain standards.
- 3.2.** In the event that the Supplier's deliverables under the Supplier Contract are, with ČSOB's prior consent, to be provided through third parties (hereinafter referred to as "subcontractor(s)") the Supplier is authorised to engage subcontractor(s) only if such subcontractor(s) have agreed to the Supplier's obligations as stipulated in the Supplier Contract. However, even in such cases, the Supplier remains fully liable for the performance provided to ČSOB as if the performance were delivered directly by the Supplier itself.

4. DAMAGE LIABILITY

- 4.1.** Liability for damages and compensation for damages shall be governed by the relevant provisions of the Commercial Code (Section 373 et seq.). The Supplier shall be liable for any breach of obligations set out in these GTC, an Order, or Supplier Contract by its collaborating personnel, as if the Supplier itself caused the damage. The Contracting Parties undertake to use their best endeavours to prevent and minimise damage. A Contracting Party shall not be deemed in default if it is unable to fulfil its obligation due to the delay of the other Contracting Party.
- 4.2.** The Contracting Parties undertake to notify the other Contracting Party without undue delay of any circumstances arising that impede the proper fulfilment of the Supplier Contract. The Contracting Parties undertake to use their best endeavours to avert and overcome circumstances excluding liability.
- 4.3.** The Supplier is obliged to promptly notify ČSOB of any facts that may adversely affect the quality, scope, or timing of the agreed services. This includes, in particular, reporting the occurrence of emergency situations and incidents that could lead to an emergency situation at ČSOB.
- 4.4.** The Supplier shall, if necessary, take out and maintain insurance for its obligations towards ČSOB with a reputable insurance company throughout the duration of the business relationship. Evidence of this (a copy of the cover note for the relevant insurance policy) shall be provided to ČSOB upon request.

5. SPECIAL ANTICORRUPTION PROVISIONS

- 5.1.** The Contracting Parties shall not engage in, approve, or permit any conduct that would cause the Contracting Parties and/or entities controlled by the Contracting Parties to violate any applicable anti-corruption laws and regulations. This obligation particularly applies to unauthorised payments to representatives or employees of public administration bodies and/or close relatives of representatives or employees of public administration bodies.
- 5.2.** Each Contracting Party agrees not to offer, provide, or commit to providing, nor to accept or commit to accepting, any gift or other benefit, whether monetary or otherwise, from any employee, representative, or third party acting on behalf of the other Contracting Party during the negotiation, conclusion, or performance of the Contract and/or Order, if the recipient has no legal entitlement to such benefits. The Contracting Parties undertake to inform each other without delay if they become aware of or suspect any corruption during the negotiation, conclusion, or performance of the Contract and/or an Order.
- 5.3.** In the event that either Contracting Party breaches any of its obligations under clauses 5.1 or 5.2 of this article, or if a Contracting Party has reasonable grounds to believe that the obligations of the other Contracting Party under this article of the GTC have been or are being breached, the affected Contracting Party (the Contracting Party that did not breach the obligation) may immediately terminate the business relationship.
- 5.4.** The Supplier, by entering into the Supplier Contract and/or Order, undertakes to adhere to the principles outlined in the Code of Ethics, the current version of which is available to all third parties on the Customer's website via the link www.csob.sk/eticky-kodex and the Supplier declares to have read and understood its contents.
- 5.5.** The Supplier, by entering into the Supplier Contract and/or Order, undertakes to comply with the principles stated in the Code of Conduct for Sustainability for Suppliers of the KBC Group. The current version of this document is available to all third parties on the Customer's website at <https://www.csob.sk/procurement> and the Supplier declares to have read and understood its contents.
- 5.6.** The Supplier acknowledges and is obliged to inform all natural persons acting on its behalf in the performance of the Supplier Contract and/or Order of the possibility to report suspected anti-social behaviour to the email address compliancepoi@csob.sk in the case of the Supplier's contractual relationship with ČSOB Poist'ovňa, a.s. or to the email address whistleblowing@csob.sk in the case of the Supplier's contractual relationship with Československá obchodná banka, a.s.. Further details are available on the Customer's website at <https://www.csob.sk/ochrana-oznamovatelov>.
- 5.7.** By entering into a Supplier Contract and/or Order with Československá obchodná banka, a.s., the Supplier undertakes to comply with all the rules outlined in the Declaration of Conflict of Interest, which forms an integral part of these General Terms and Conditions as Annex 1. If the Supplier cannot adhere to any of the rules specified in Annex 1 due to the existence of a potential or actual conflict of interest with the Customer, the Supplier undertakes to immediately contact the purchaser (contact person) specified in the Supplier Contract and/or Order.
- 5.8.** By entering into a Supplier Contract and/or Order with ČSOB Poist'ovňa, a.s., the Supplier undertakes to comply with all the rules outlined in the Declaration of Conflict of Interest, which forms an integral part of these General Terms and Conditions as Annex 2. If the Supplier cannot adhere to any of the rules specified in Annex 2 due to the existence of a potential or actual conflict of interest with the Customer, the Supplier undertakes to immediately contact the purchaser (contact person) specified in the Supplier Contract and/or Order.

6. INTELLECTUAL PROPERTY

- 6.1.** If, during the provision of deliverables, the Supplier's employees and/or collaborating personnel create a work or works within the meaning of Act No. 185/2015 Coll. on copyright and related rights as amended (hereinafter referred to as the "Copyright Act"), ČSOB shall acquire ownership rights to such work(s) at the moment of acceptance of the deliverable through which such work(s) are expressed.
- 6.2.** The price for the work(s) includes remuneration for granting the right to use the work(s), i.e., the licence. Pursuant to these GTC, the Supplier grants ČSOB an exclusive licence to use the work(s) without territorial restrictions for the duration of the proprietary copyright, unless otherwise specified in the Supplier Contract. ČSOB is entitled to use the work in all known ways, in particular in the ways according to Section 19 (4) of the Copyright Act.
- 6.3.** Source code or machine code is not part of a work, unless otherwise specified in the Supplier Contract.
- 6.4.** ČSOB is entitled to creatively adapt or otherwise modify the work(s), including through third parties, unless otherwise specified in the Supplier Contract. For the avoidance of doubt, such actions shall not constitute a breach of the confidentiality obligations stated in these GTC or the respective contract. ČSOB is entitled to grant a third party permission to use the work within the scope of the granted license (hereinafter referred to as "sublicense"), whereby separate written consent of the Supplier is not required. The Supplier undertakes to settle any claims from employees and/or collaborating personnel who are authors or co-authors of the work(s).
- 6.5.** The Supplier shall, at its own expense, defend ČSOB against any claim or lawsuit alleging that any deliverables supplied under the respective contract infringe upon a third party's copyright, and shall pay all expenses and damages awarded by a final judgement of a court, if requested to do so in writing by ČSOB and provided that it is notified in writing of such claim without delay and that it is given such information and assistance as may reasonably be expected. In defending against a claim or negotiating a settlement, the Supplier may secure the right for ČSOB to continue using the affected deliverable, replace it, or modify it so as not to infringe upon protected rights.
- 6.6.** The Supplier undertakes to ensure that the delivered work(s) are free from any malicious software, including but not limited to viruses, worms, Trojan horses, time bombs, backdoors, or any code designed or capable of interrupting, damaging, or disabling any ČSOB hardware or software, or enabling unauthorised access to ČSOB systems or data.

7. TERMINATION OF THE BUSINESS RELATIONSHIP

- 7.1.** The business relationship established by a Supplier Contract or Order shall terminate
 - (i) if the Order or contract or part of it is for a fixed period, on the expiry of the period for which it was concluded; or
 - (ii) by written agreement of the Contracting Parties, the subject of which shall be, in particular, the settlement of the mutual obligations of the Contracting Parties arising out of the Order or the contract or part thereof; or
 - (iii) by written withdrawal from the Order, Supplier Contract, or part thereof, whereby withdrawal from the Supplier Contract are governed by the provisions of Section 344 et seq. of the Commercial Code; or

- (iv) by written withdrawal from the Order or Supplier Contract in the event of a serious breach of the rules set out in the Declaration of Conflict of Interest; or
- (v) by written termination of the contract or Order, or its respective part, even without stating a reason, if the subject of the Order or contract (or its relevant part) involves recurring performance for an indefinite term. In such cases, termination shall apply only to such recurring performance; or
- (vi) due to a violation of the Code of Conduct for Sustainability applicable to Suppliers of the ČSOB Financial Group that cannot be resolved within a reasonable time, ČSOB shall have the right to terminate all Supplier Contracts concluded with the relevant Supplier for this reason; or
- (vii) if either Contracting Party becomes insolvent (e.g., if a bankruptcy petition is filed against its assets or a restructuring proposal is submitted), enters liquidation, or is otherwise unable to fulfil its financial obligations, the other Contracting Party may withdraw from the relevant Order or Supplier Contract by notifying the affected Contracting Party, without waiving any other rights or remedies; or
- (viii) for other reasons expressly stated in the Order or the Supplier Contract.

7.2. Unless otherwise agreed by the Contracting Parties in the Supplier Contract, the notice period shall be three (3) calendar months, commencing on the first day of the calendar month following the month in which the written notice of termination was delivered to the other Contracting Party. Upon the expiry of the notice period, the Order or contract (or the respective part thereof, to which the termination applies) shall terminate.

8. COOPERATION AND MUTUAL COMMUNICATION

- 8.1.** The Contracting Parties agree to cooperate and provide each other with all information necessary for the proper fulfilment of their obligations. The Contracting Parties are obliged to inform each other of all facts that are or may be significant for the proper execution of the Supplier Contract and/or Order. The Contracting Parties are required to perform their contractual obligations in a manner that prevents delays in meeting individual deadlines or in the payment of monetary obligations.
- 8.2.** Any communication between the Contracting Parties shall be conducted through authorised persons specified in the contract or Order, or through the statutory officers of the Contracting Parties. All notices between the Contracting Parties must be made in writing and delivered to the other Contracting Party either in person, by email, by registered mail, or by another form of registered postal service, to the address specified in the header of the respective contract or to the address of the Contracting Party's registered office as listed in the commercial or other relevant register, unless otherwise stipulated or agreed upon by the Contracting Parties.
- 8.3.** All documents delivered by post shall be deemed to have been delivered even if the Contracting Party by its act or omission obstructs the delivery of the document and the document is returned by the postal service as undelivered. The Contracting Parties agree that in the event of delivery obstruction, the delivery shall be deemed effective on the fifth day after the document/consignment was sent to the other Contracting Party. Delivery shall also be considered effective on the date a Contracting Party refuses to accept the document. The Contracting Parties undertake that, in the event of a change of their address, they shall inform the other Contracting Party of such change within five (5) working days of such change.

- 8.4.** The Contracting Parties agree that the Supplier Contract and any amendment thereto may also be signed electronically by inserting an electronic signature using the Adobe Sign tool, the effects of which, in terms of a recognised authorisation method, have been assessed by both Contracting Parties to be appropriate and sufficient for the purposes of entering into this contract. The Contracting Parties agree that the electronically signed Supplier Contract (amendment thereof) is attributable to the respective Contracting Party that executed it. The Contracting Parties also consent that contract documents electronically signed in this manner and subsequently printed on paper are admissible evidence of the facts and/or legal acts they contain. The legal effect of an electronic signature and its admissibility as evidence in court proceedings shall not be denied solely on the grounds that it is in electronic form or that it does not meet the requirements for qualified electronic signatures.

9. GOVERNING LAW AND JURISDICTION

- 9.1.** Legal relations arising from the Supplier Contract or Order shall be governed by Slovak law, particularly Act No. 513/1991 Coll., the Commercial Code, as amended. The competent courts of the Slovak Republic shall have subject-matter and territorial jurisdiction over all disputes that may arise in connection with a Supplier Contract concluded between the Contracting Parties.
- 9.2.** By accepting an Order issued by ČSOB and/or concluding the Supplier Contract, the Supplier agrees that the terms and conditions set out in these GTC shall apply in full to the business relationship of the Contracting Parties established by the acceptance of this Order or the conclusion of the Supplier Contract.

10 FORCE AND EFFECT OF THESE GTC

- 10.1.** ČSOB reserves the right to unilaterally amend these GTC. Any changes to the GTC shall become effective for third parties on the date of their publication on ČSOB's website.
- 12.2.** These GTC shall enter into force and become effective on 15 January 2025.

Annex 1

General Declaration on Conflict of Interest, Impartiality, and Independence

The Supplier (hereinafter referred to as the “**Company**”) hereby acknowledges and agrees that, during negotiations for the conclusion of a contract, in the provision of services, or in the supply of goods to Československá obchodná banka, a.s., company ID: 36 854 140, with its registered office at Žižkova 11, 811 02 Bratislava (hereinafter referred to as “**ČSOB**” or the “**Bank**”), the following rules must be observed to prevent conflicts of interest:

- a) The Company, on its own behalf or for its own account, shall not conduct business activities related to ČSOB’s operations that could result in a conflict of interest between the Company’s and the Bank’s interests (e.g., the Company does not provide loans or accept deposits under a banking licence).
- b) The Company shall not facilitate for other parties any transactions that are facilitated by ČSOB, wherein such facilitation could result in a conflict of interest between the Company’s interests and the Bank’s interests (e.g., the Company does not arrange loans or insurance as a financial intermediary);
- c) The Company (or a member of its statutory or other body) shall not serve as a statutory body or member of a statutory or other body of another legal entity with the same or competing scope of business as ČSOB, which could result in a conflict of interest (e.g., a member of the Company’s board of directors is also a member of another bank’s supervisory board);
- d) The members of the Company’s statutory body who sign the Agreement are not aware of any Close Person¹ of a member of the Company’s statutory body or an employee of the Company in a management position acting as a statutory body or member of a statutory or other body of a legal entity within the ČSOB financial group or of another legal entity with the same business scope as ČSOB (or with a business scope of a competing nature), which may result in a conflict between the interests of the Company (or a member of its statutory body or other authority) and the interests of the Bank (e.g., the spouse of a member of the Company’s Board of Directors is a member of the Supervisory Board of another bank; the Company’s IT manager is the daughter of a member of the Board of Directors of another bank).
- e) The members of the statutory body of the Company who sign the Contract are not aware of any fact which may give rise to a reasonable doubt as to the personal impartiality or independence of the members of the statutory body or any other body of the Company which could give rise to a conflict of interest;
- f) The Company (or a member of its statutory body or other authority) shall not be influenced by the intentions of other persons or accept any financial or other advantage that could affect the proper provision of services or supply of goods to ČSOB (e.g. if the Company provides services to ČSOB as well as to direct competitors of ČSOB, the Company shall not accept a financial advantage from a direct competitor of ČSOB that would have a consequence on the quality and price of the services provided to ČSOB or the quality and price of the goods supplied to ČSOB);
- g) The Company (or a member of its statutory body or other authority) shall not solicit or accept gifts, favours or other considerations of such value that could affect the impartiality, independence, decision-making and professional approach in the provision of services or supply of goods to ČSOB.

The Company undertakes to comply with all of the rules set out above and declares that it will inform ČSOB immediately if any changes occur in this respect.

¹ For the purposes of this Declaration, a close person is defined as: a relative in the direct line (father, mother, son, daughter), sibling and spouse; other persons in a family or similar relationship shall be deemed to be close to each other if the harm suffered by one of them would reasonably be perceived by the other as harm to themselves.

General Declaration on Conflict of Interest, Impartiality, and Independence

The Supplier (hereinafter referred to as the “**Company**”) hereby acknowledges and agrees that in negotiating the conclusion of a contract, providing services or supplying goods to the insurance company ČSOB Poist'ovňa, a.s., corporate ID: 31 325 416, with registered office at Žižkova 11, 811 02 Bratislava, (hereinafter referred to as “**ČSOB**” or also the “**Insurance Company**”) the following rules must be observed in Order to avoid conflicts of interest:

- a) The Company, on its own behalf or for its own account, shall not enter into such transactions related to the business operations of ČSOB Poist'ovňa as could result in a conflict of interest between the Company's and the Insurance Company's interests (e.g., the Company does not engage in insurance activities within the scope of the licence granted to the Insurance Company by the National Bank of Slovakia).
- b) The Company (or a member of its statutory or other body) shall not serve as a statutory body or member of a statutory or other body of another legal entity with the same or competing scope of business as ČSOB, which could result in a conflict of interest (e.g., a member of the Company's board of directors is also a member of another insurance company's supervisory board);
- c) The members of the Company's statutory body who sign the Agreement are not aware of any Close Person² of a member of the Company's statutory body or an employee of the Company in a management position acting as a statutory body or member of a statutory or other body of a legal entity within the ČSOB financial group or of another legal entity with the same business scope as ČSOB (or with a business scope of a competing nature), which may result in a conflict between the interests of the Company (or a member of its statutory body or other authority) and the interests of the Insurance Company (e.g., the spouse of a member of the Company's Board of Directors is a member of the Supervisory Board of another insurance company; the Company's IT manager is the daughter of a member of the Board of Directors of another insurance company).
- d) The members of the statutory body of the Company who sign the Contract are not aware of any fact which may give rise to a reasonable doubt as to the personal impartiality or independence of the members of the statutory body or any other body of the Company which could give rise to a conflict of interest;
- e) The Company (or a member of its statutory body or other authority) shall not be influenced by the intentions of other persons or accept any financial or other advantage that could affect the proper provision of services or supply of goods to ČSOB (e.g. if the Company provides services to ČSOB as well as to direct competitors of ČSOB, the Company shall not accept a financial advantage from a direct competitor of ČSOB that would have a consequence on the quality and price of the services provided to ČSOB or the quality and price of the goods supplied to ČSOB);
- f) The Company (or a member of its statutory body or other authority) shall not solicit or accept gifts, favours or other considerations of such value that could affect the impartiality, independence, decision-making and professional approach in the provision of services or supply of goods to ČSOB.

The Company undertakes to comply with all of the rules set out above and declares that it will inform ČSOB immediately if any changes occur in this respect.

¹ For the purposes of this Declaration, a close person is defined as: a relative in the direct line (father, mother, son, daughter), sibling and spouse; other persons in a family or similar relationship shall be deemed to be close to each other if harm suffered by one of them would reasonably be perceived by the other as harm to himself.