

# GENERAL PURCHASE TERMS AND CONDITIONS OF ESET, spol. s r.o.

No. 1/2020

effective from July 1, 2020

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## 1 RECITALS

1.1 The present General Purchase Terms and Conditions of ESET, spol. s r.o. (hereinafter referred to as “GPTC”) lay down binding rules for the purchase of Goods and Services delivered or provided to ESET, spol. s r.o., as well as the rights and conditions of the Supplier and ESET resulting from the contractual relationship established based on a Contract. The present GPTC form an inseparable part of the Contract.

1.2 In addition to terms defined elsewhere in the present GPTC, the following terms used herein have the below-stated definitions:

“**Price**” shall be understood as the price agreed upon in the Contract for Goods delivery or Service provision;

“**Work**” shall be understood as any work as defined in Act No. 185/2015 Coll. the Copyright Act, as amended;

“**Supplier**” shall be understood as any entity delivering Goods and/or providing a Service to ESET;

“**Unique Work**” shall be understood as any Work proposed, prepared, designed and/or made in any other manner for ESET, including configuration of Standard Work, while its costs are borne exclusively by ESET;

“**Commercial Code**” shall be understood as Act No. 513/1991 Coll., as amended;

“**Order**” shall be understood as an order from ESET for providing Performance;

“**Performance**” shall be understood as delivery of Goods and/or Service or any part thereof;

“**ESET**” shall be understood as ESET, spol. s r.o., Company ID No. (IČO) 31 333 532;

“**Standard Work**” shall be understood as any Work which was not proposed, prepared, designed and/or made in any other manner exclusively for ESET and the costs of which were not borne exclusively by ESET;

“**Goods**” shall be understood as delivery of equipment or any object which the Supplier is obliged to deliver to ESET under the Contract;

“**Contract**” shall be understood as a contract concluded between ESET and the Supplier in the manner as specified in paragraph 2.1 below;

“**Contracting Party**” shall be understood as ESET or the Supplier, while “**Contracting Parties**” shall be understood as ESET and the Supplier.

- 1.3 The contractual relationship of ESET and the Supplier shall be governed exclusively by the relevant legal provisions, Contract and GPTC. The general business terms and conditions of the Supplier shall not be considered and acceptance of Performance by ESET without reservation shall not mean acceptance of such Supplier’s general business terms and conditions by ESET.
- 1.4 In the Contract the Contracting Parties may agree on another regulation than laid down herein. In the event of any discrepancy between the provisions hereof and of the Contract, the provisions of the Contract shall prevail.
- 1.5 The Supplier shall bear in mind that the present GPTC will become binding for the Contracting Parties upon their delivery in any form (paper, electronic or otherwise) or reference in the Contract and the Supplier shall act in accordance with the terms laid down herein.
- 1.6 Any titles of articles contained herein or in the Contract shall only facilitate orientation in the text and shall not serve for any other purpose; in particular, they shall not be used for any potential explanation of the present GPTC or of the Contract.
- 1.7 If ESET and the Supplier have concluded a Contract as referred to in 2.1 (b) below, all subsidiaries in which ESET has a direct or indirect share of at least 50 % and/or managerial control are entitled to place Orders in accordance with such Contract.

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## 2 CONTRACT CONCLUSION

- 2.1 A Contract between ESET and the Supplier shall be considered concluded on the day when:
  - a) written acceptance of ESET’s Order is delivered (to a contact person specified in the Order or to a person who has issued the Order) by which the Supplier accepts the terms proposed by ESET in the Order and in the present GPTC or in a different expression of will which clearly indicates the

Supplier's agreement with the Order (including provision of Performance in accordance with the Order during the Order acceptance period); or

b) a written copy of the Contract is signed by both Contracting Parties.

2.2 Unless stated otherwise in the Order, the Supplier shall be entitled to accept an Order in writing no later than five (5) working days after the date when it was delivered to him. The Order shall cease to be effective upon vain expiry of such period of time and ESET shall not be bound by it. Any later acceptance of an Order by the Supplier shall not establish a Contract between the Contracting Parties, unless ESET demonstrates the will to be bound by the Order and its later acceptance.

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### 3 PERFORMANCE PROVISION LOCATION, DATE AND OTHER TERMS

3.1 The Supplier shall deliver Performance at the location, by the date and in the manner as specified in the Contract. Unless the delivery location is defined in the Contract, the Supplier shall hand over the Performance at ESET's registered office.

3.2 The Supplier shall hand over the Performance within twenty-one (21) calendar days which shall start lapsing on the Contract's conclusion date. ESET is not obliged to take over the Performance earlier, i.e. before the agreed Performance date.

3.3 In cases when the Supplier provides Performance in ESET premises, the Supplier shall bear in mind the nature of such premises (e.g. office, building site).

3.4 The Supplier's workers are obliged to follow the rules of physical protection applicable to ESET premises, including a ban on filming and photography. In ESET premises the Supplier shall act so as not to cause any damage or harm to ESET or other persons present in its premises and so that he does not inappropriately disturb other persons present in ESET premises when providing the Performance. The Supplier shall fully compensate ESET if he causes any such damage to a third party when providing Performance which ESET should be liable for, or if any sanctions or fines are imposed on ESET as a result of his activities. ESET shall not be liable for any damage to the Supplier's property brought into ESET premises.

3.5 Goods shall be packed in a manner usual for similar Goods so that they are not damaged during transportation.

3.6 The Supplier shall deliver Performance in accordance with the DDP - INCOTERMS 2020 delivery clause, with delivery to the location agreed upon in the Contract.

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## 4 PERFORMANCE DELIVERY

- 4.1 The Supplier undertakes to make sure that on the Performance delivery date the Performance is in full harmony with the provisions of legal regulations applicable in the Slovak Republic and European Union, the provisions of the Contract, and the present GPTC; otherwise the Performance shall be considered defective. The Supplier shall ensure that the Performance has no errors in law, i.e. that the Performance is not encumbered by any rights of third parties, in particular property rights and intellectual property rights, and the Supplier is entitled to dispose of the Performance. The Supplier shall make sure that the Performance has no security defects, backdoor or harmful functionality. Defective Performance shall always be considered a major violation of the Contract, and in such case ESET shall be entitled to withdraw from the Contract as referred to in 4.6 (d) below.
- 4.2 At any time during the course of provision of Performance according to the Contract, ESET shall be entitled to check proper performance of the Supplier's obligation in accordance with the Contract.
- 4.3 Performance shall be considered taken over by ESET on the date when an acceptance protocol is signed by the Supplier and by ESET (hereinafter referred to as the "Acceptance Protocol"). A delivery note or any document (e.g. e-mail) in which ESET confirms taking over the Performance shall also be considered an Acceptance Protocol.
- 4.4 ESET shall be entitled to reject any defective Performance.
- 4.5 If ESET has accepted defective Performance, a list of defects shall form a part of the Acceptance Protocol. The defects shall be described clearly and understandably, and the Contracting Parties shall also agree on the date of remedy of each defect, otherwise the defect shall be remedied within fourteen (14) calendar days after Performance takeover.
- 4.6 If ESET refuses to take over Performance as referred to in 4.4 above, or if the Supplier fails to remedy any Performance defects within the period of time as defined in 4.5 above, ESET shall be entitled, at its own discretion, in particular:
- a) to request remedy of defects by providing substitute Performance for the defective Performance, or delivery of missing Performance within fourteen (14) calendar days after such defect remedy option is announced, unless the Contracting Parties have agreed on a different period of time;

- b) to request remedy of defects by repairing the Performance (if the defects are repairable) within fourteen (14) calendar days after such defect remedy option is announced, unless the Contracting Parties have agreed on a different period of time;
  - c) to request an appropriate discount from the Performance Price; or
  - d) to withdraw from the Contract.
- 4.7 If ESET has accepted Performance with defects, it is entitled to apply retention in the amount of 10 % of the Performance Price. ESET shall release the retention within 30 calendar days after the defects have been remedied.
- 4.8 The Supplier shall provide all relevant documentation to ESET which is related to the subject of Performance, i.e. certificates, documentation, warranty certificates, instructions for use, user manuals and other documents needed to use the Performance in the Slovak language. If technical equipment is delivered, the Performance Price shall also include proper training of authorized ESET employees.
- 4.9 Ownership of the Performance and risk of damage to the Performance shall be transferred onto ESET at the moment when the Performance is taken over by ESET as referred to in 4.3 above.
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## 5 DELAYED AND/OR UNDELIVERED PERFORMANCE

- 5.1 If the Supplier is expected to be delayed with Performance delivery, he shall immediately inform ESET thereof.
- 5.2 Any delay of the Supplier with Performance delivery after the agreed Performance delivery date shall be considered a major violation of contractual obligations where ESET shall have the right to withdraw from the Contract.
- 5.3 If ESET does not exercise its right to withdraw from the Contract, it shall be entitled to accept at least partial Performance by the agreed Performance delivery date. ESET shall have the right to reject any partial Performance if, with regard to the nature of the Performance, partial Performance is not purposeful or, taking into account the circumstances of the case, the Supplier is expected not to deliver the remaining part of the Performance within an appropriate period of time.
- 5.4 Agreement on a later Performance delivery date shall be without prejudice to ESET's entitlement to a contractual fine in the amount of 0.1 % of the Performance Price in accordance with the Contract for

each day of the Supplier's delay with the Performance or a part thereof, calculated from the initial day of the Supplier's delay with the Performance.

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## 6 PERFORMANCE PRICE, FORM OF PAYMENT AND TAXES

- 6.1 The Price shall be final, complete, unchangeable and binding, and it shall include all other related costs and expenditures expended by the Supplier when delivering Performance, particularly travel and accommodation costs, telecommunication fees, courier services, costs of packaging, disposal and destruction of waste generated by the Supplier's activities, transport, insurance, customs, installation, any other expenses or licensing fees, and all official fees except for VAT or similar indirect taxes. VAT shall be added to the Price in accordance with the valid legislation. The Supplier shall guarantee completeness of the Price until Performance delivery also in the case when at the time of Performance delivery it becomes necessary to perform such activities which were not foreseeable at the time when the Contract was concluded.
- 6.2 The Supplier shall send any invoice in an electronic form to [faktury@eset.sk](mailto:faktury@eset.sk). If the Supplier cannot send an invoice in an electronic form for technical reasons (including technical problems with e-mail communication), the Supplier shall be entitled to send the invoice in a paper form to the address specified in the Contract.
- 6.3 Each invoice shall contain all particulars in accordance with the valid legislation. An Acceptance Protocol or delivery note shall be attached to each partial or final invoice. It shall also contain the number of the Order, if issued.
- 6.4 Each invoice shall be payable within forty-five (45) days after having been delivered to ESET. If the Supplier has not issued an invoice in accordance with the legislation effective as of its issuance date, the Contract and the present GPTC, ESET shall have the right to return such invoice for correction. To avoid any doubts, the invoice maturity period as referred to in the previous sentence shall be suspended and a new maturity period shall start upon delivery of a new invoice.
- 6.5 The Supplier shall be entitled to issue an invoice for Performance to ESET only after its final takeover by ESET.
- 6.6 If any Performance consists of several parts representing a part of total Performance for which a Contract has been concluded, the Supplier shall issue an invoice after the handover of each partial Performance,

while the partial Performance shall be identified in the invoice text in accordance with the payment terms of the relevant Contracts.

- 6.7 The Supplier is not entitled to issue a pro forma invoice.
- 6.8 If the Supplier has provided several individual Performances during one calendar month, the Supplier shall be entitled to issue one summary invoice for all Performances once per month.
- 6.9 If ESET is obliged to deduct a tax in accordance with local tax regulations or in accordance with international tax treaties, ESET shall deduct such tax and pay an amount reduced by such deduction to the Supplier. If the Supplier has submitted relevant confirmation entitling him to enjoy benefits from such international tax treaties (in particular confirmation of tax residence issued by a relevant tax administrator, confirmation of final beneficiary, etc.), ESET shall apply a potential benefit resulting from such international tax treaties and also provide the Supplier with confirmation of deducting such tax within ninety (90) days after performing the deduction.
- 6.10 No payment made by ESET shall be considered a tacit expression that the Performances are in accordance with the Contract or that they contain no defects.
- 6.11 The obligation of ESET to pay any amounts payable under the Contract shall be considered performed on the date when the due amount is deducted from ESET's account.
- 6.12 If ESET has violated its obligation to settle an invoice by its due date, the Supplier shall be entitled to interests on late payment in the amount of 0.01 % of the outstanding amount per day for each day of delay or a part thereof, VAT excluded, while the maximum amount of interests on late payment shall be 5 % of the outstanding amount. Interests on late payment shall be payable at the Supplier's request.
- 6.13 Bank fees: SHA mode shall apply, i.e. the payer shall pay the fees of his bank and the recipient shall pay the fees of his bank.

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## 7 WARRANTY PERIOD

- 7.1 The Supplier shall guarantee that the Performance is in accordance with the relevant legislation and purpose of use, and that it will not contain any defects during the warranty period.
- 7.2 Unless a longer warranty period results from relevant legislation, the warranty period for Performance shall be twenty-four (24) months and it shall start lapsing on the date when the Performance is accepted by ESET as referred to in 4.3 above. Such warranty shall apply also to any replaced or remedied parts of

Performance and it shall start lapsing at the moment when the remedied or replaced part of Performance is taken over based on a protocol signed by the Contracting Parties.

- 7.3 The warranty period shall be extended by any period of time during which any defective Performance could not be used for reasons attributable to the Supplier in accordance with the agreed terms.
- 7.4 If the Performance contains any defects which have appeared during the warranty period, ESET shall be entitled, at its own discretion, particularly:
- a) request remedy of defects by providing substitute Performance for the defective Performance, or delivery of missing Performance within fourteen (14) calendar days after such defect remedy option has been announced, unless the Contracting Parties have agreed on a different period of time;
  - b) request remedy of defects by repairing the Performance (if the defects are repairable) within fourteen (14) calendar days after such defect remedy option has been announced, unless the Contracting Parties have agreed on a different period of time;
  - c) request an appropriate discount from the Performance Price; or
  - d) withdraw from the Contract.
- 7.5 Asserting any claims related to defective Performance shall be without prejudice to the entitlement to compensation of damage or contractual fine.
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## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Supplier expressly represents that he holds, or will hold at the time of their handover, at least such intellectual property rights in relation to the Work and its individual components which are necessary for performing contractual obligations resulting to the Supplier from the Contract.
- 8.2 The Supplier expressly represents that:
- a) he has obtained the necessary agreement of third parties to use any content protected by copyright in accordance with the law;
  - b) the Work is not encumbered by the rights of third parties which could have an effect on ESET's possibility to use the Work without interference and according to its needs;
  - c) the Work does not violate any copyright, industrial property rights, trade mark rights, business names rights and brand rights, or similar rights.



- 8.3 The Supplier irreversibly undertakes to compensate ESET for all obligations incurred to ESET as a result or in relation to any violation, falsehood or misleading nature of any warranty or representation provided by the Supplier.
- 8.4 As far as a Unique Work is concerned, by signing the Contract the Supplier is assigning and transferring (in the maximum possible extent acceptable in accordance with the legislation) onto ESET and ESET is accepting all intellectual property rights related to the Work. ESET is entitled to transfer any intellectual property rights related to the Work onto a third party at its own discretion.
- 8.5 In the extent in which the assignment and transfer of rights as referred to in 8.4 above is not acceptable in accordance with the relevant legislation, the Supplier grants to ESET an irrevocable, irreversible and exclusive license not limited by territory, subject matter, time or personnel, to use and benefit from the Unique Work as referred to in 8.6 below (hereinafter referred to as “Unique Work License”). The Supplier agrees that a Unique Work License is granted without any time limitation and it is granted with the right to sub-license and assign the Unique Work License to any third party.
- 8.6 The Supplier expressly agrees that ESET may use or benefit from the Unique Work in any manner known at the time of concluding the Contract, without any limitation related to time, territory, subject matter, personnel or other, particularly to:
- a) perform any changes, supplements, adaptations, arrangement or any other interference to the Unique Work and any processing of the Unique Work;
  - b) in the case of computer programmes, perform any changes, supplements or upgrades of computer programmes, arrangement or processing of a computer programme;
  - c) use the Unique Work or its parts to create a new Unique Work;
  - d) in the extent acceptable in accordance with the relevant legislation, not to mention the Supplier or his potential employees or suppliers as an author, co-author, originator or co-originator of the Unique Work.
- 8.7 The Contracting Parties have agreed that if the Unique Work which is the subject of Performance under the Contract is software, the Supplier undertakes to deliver to ESET all machine and source codes for all versions of the Unique Work in question free of charge, together with a Work compilation and installation procedure.
- 8.8 As far as Standard Work is concerned, by signing the Contract the Supplier grants to ESET a non-exclusive license not limited in time, subject matter or territory, namely for all forms of use of the Standard Work

known at the time of concluding the Contract (hereinafter referred to as the “Standard Work License”) which shall include in particular the right of ESET, without any further agreement by the Supplier, to:

- a) use the Standard Work in all known forms, particularly directly when performing its business activities;
- b) make copies of the Standard Work;
- c) distribute or disseminate the Standard Work, either independently or as a part of Goods delivery or Service provision to its contractual partners and/or end customers.

The Unique Work License and the Standard Work License are hereinafter referred to as “License”.

- 8.9 The Supplier agrees that a Standard Work License is granted without any time limitation and it is granted with the right to sub-license and assign the Standard Work License to any third party for payment or free of charge.
- 8.10 If any third party (e.g. a Supplier’s sub-supplier) holds intellectual property rights related to the Work, the Supplier shall make sure that the license is assigned and transferred or provided from such third party to ESET in the extent as referred to in 8.4, 8.5 and 8.6 above.
- 8.11 The Standard Work License and the Unique Work License under the present GPTC shall apply also to all functional or language versions created by modification of the supplied Work.
- 8.12 Unless remuneration for providing a license to the Work has been agreed upon in the Contract, it shall be understood that the License is provided free of charge. If any remuneration for granting a License has been agreed upon in the Contract, the Contracting Parties represent that the remuneration corresponds to individual forms of use of the Work under the present GPTC, and, when agreeing on the amount of the remuneration, the Contracting Parties considered the purpose of the License granted by the Contract, the form and circumstances of use of the Work and the extent of the License as for territory, time and subject matter; i.e. the Contracting Parties jointly represent that the remuneration corresponds to individual forms of use of the Work as well as to the extent, purpose and time of use of the Work as specified herein. The Contracting Parties have also agreed that ESET is entitled not to use the License.
- 8.13 Withdrawal from the Contract or its termination for any reason shall have no effect on the licensing rights granted to ESET in accordance with the present Article of GPTC, i.e. the License shall remain valid and effective.

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## 9 CONFIDENTIAL INFORMATION

- 9.1 Each Contracting Party undertakes not to disclose any documents, data or information provided by either of the Contracting Parties to the other Contracting Party in relation to Performance under the Contract, regardless of whether such information was provided before, during or after termination of Performance under the Contract (hereinafter referred to as “Confidential Information”). Confidential Information shall also include such information which was not expressly identified as being confidential but its nature indicates that it is confidential.
- 9.2 The receiving Contracting Party shall protect the Confidential Information of the other Contracting Party against its disclosure to unauthorized persons at least in such an extent in which it protects its own Confidential Information of similar importance. However, the extent of protection of Confidential Information shall not be lower than normal and an appropriate degree of protection of such information by a careful entrepreneur (hereinafter referred to as the “Minimum Protection Standard”). To avoid any doubts, the Minimum Protection Standard is defined by the following principles:
- a) the receiving Contracting Party shall protect the Confidential Information of the providing Party against disclosure and shall keep it confidential;
  - b) the receiving Contracting Party shall use the provided Confidential Information only and exclusively for the purpose of performance of its obligations under the Contract;
  - c) the receiving Contracting Party is obliged to take any measures to make sure that the Confidential Information is not made available or used without authorization, disclosed and/or made available to unauthorized persons.
- 9.3 Each Contracting Party is entitled to make Confidential Information available exclusively to persons who need to have access to it due to the fact that it is necessary for performance of an obligation of the receiving Contracting Party, exclusively under the condition that such person has agreed in writing with the receiving Contracting Party on non-disclosure of Confidential Information of the providing Contracting Party, while the content of such agreement shall correspond to obligations of the receiving Contracting Party under the present Article.
- 9.4 The obligation of the Contracting Parties to protect Confidential Information shall survive without any time limitation until the reason for protection of the Confidential Information ceases to exist.

- 9.5 After the end of the contractual relationship each Contracting Party is obliged to immediately and safely destroy or return the provided Confidential Information to the counterparty, with the exception of cases when its further processing is required by legal requirements.
- 9.6 Confidential Information may be disclosed only with the prior written consent of the providing Contracting Party. However, ESET shall be entitled to provide all necessary information to the Supplier's sub-supplier, including documents proving acceptance of the Performance and its payment by ESET if, based on the sub-supplier's allegations, ESET may have reasonable grounds to believe that the Supplier has not paid for the Performance's sub-supply. The purpose of such provision of information is to enable the sub-supplier to assert his claims related to the sub-supply towards the Supplier.
- 9.7 If any Confidential Information has been leaked for reasons attributable to the Supplier, ESET may claim a contractual fine from the Supplier in the amount of EUR 20,000 for each individual breach.
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## 10 CONTRACT TERMINATION

- 10.1 Regardless of whether the Contract has been concluded for a definite or indefinite period of time, it may be terminated by agreement of the Contracting Parties, withdrawal from the Contract or notice given.
- 10.2 Either Contracting Party may withdraw from the Contract in writing in cases specified in the present GPTC and also in the following cases:
- a) if the other Contracting Party has grossly violated the Contract;
  - b) at any time after rejection of an application for initiation of insolvency proceedings for assets of the other Contracting Party due to a lack of assets, or when the other Contracting Party has gone bankrupt or has become otherwise insolvent.
- 10.3 Notification of withdrawal from the Contract shall be delivered to the other Contracting Party in accordance with Article 11 ("Communication").
- 10.4 Withdrawal from the Contract shall be effective on the date of delivery of the notification of withdrawal to the other Contracting Party.
- 10.5 Withdrawal shall repeal the Contract in its entirety and the Contracting Parties shall return all provided Performances and payments, potential considerations and advance payments to each other. Costs of elimination shall be borne by the Supplier.

- 10.6 If it is not possible or purposeful to return a part of the Performance, ESET shall not return the part of the Performance and the Contract shall not be cancelled in its entirety, while ESET shall pay for the accepted and invoiced part of the Performance, and if such part of the Performance has not been accepted and invoiced, ESET shall reimburse the Supplier only for the expended costs, considering the degree of progress of the Performance. Such amount shall be determined based on the agreement of the Contracting Parties.
- 10.7 Each Contracting Party may terminate the Contract at any time in writing without stating the reason. The period of notice shall be one (1) month and it shall begin lapsing on the first day of the month following the month when the notice of termination was delivered to the other Contracting Party.

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## 11 COMMUNICATION

- 11.1 All notifications and all communication (hereinafter referred to as “Correspondence”) between the Contracting Parties under the Contract shall be made in writing. Written Correspondence of the Contracting Parties shall also include e-mail Correspondence sent to e-mail addresses specified in the Contract. Any Correspondence related to Contract amendment or termination shall be delivered exclusively in person, by registered mail or a courier service.
- 11.2 Any Correspondence delivered by registered mail or express courier service shall be considered delivered at the moment when such written document is received by the recipient.
- 11.3 Any Correspondence delivered by e-mail shall be considered delivered at the moment when the Correspondence is delivered to the server of the other Contracting Party - recipient.
- 11.4 Any Correspondence shall be considered to have been delivered also in the case if:
- a) either Contracting Party has refused to take over the written document - the written document shall be considered to have been delivered on such date; or
  - b) the written document cannot be delivered due to e.g. a failure to collect the consignment in the specified period of time or due to the fact that the addressee was not present, not known or for any reason marked by the postal worker on the consignment; the written document shall be considered to have been delivered on the date when the consignment is submitted to the post office.

## 12 PERSONAL DATA PROTECTION

- 12.1 When treating personal data, the Contracting Parties undertake to meet the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council 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, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the “Regulation”), as well as Act No. 18/2018 Coll. on Personal Data Protection, and on amendments and supplements to certain acts (hereinafter referred to as the “Personal Data Protection Act”).
- 12.2 If the subject of Performance delivered by the Supplier includes also personal data processing on behalf of ESET, or if the Supplier performs personal data processing on behalf of ESET in relation to delivering the Performance, the Supplier is obliged to:
- a) adopt any appropriate technical and organizational measures so that the processing meets the requirements of the Regulation and of the Personal Data Protection Act, and that protection of the rights of data subjects is ensured;
  - b) conclude a special contract as a processor with ESET as a controller which binds the processor towards the controller and which determines the processing subject and period, nature and purpose, type of personal data and categories of data subjects, and the rights and obligations of the controller in accordance with the requirements of Article 28 of the Regulation;
  - c) keep all personal data which he is processing confidential, even after termination of personal data processing.
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## 13 ILLEGAL EMPLOYMENT

- 13.1 The Supplier represents that:
- a) he is not included in the list of natural persons and legal entities which have breached the ban on illegal employment kept by the National Labour Inspectorate;
  - b) fully complies with and ensures compliance with all applicable employment regulations related to illegal employment, particularly Act No. 311/2001 Coll. the Labour Code, as

amended, and Act No. 82/2005 Coll. on Illegal Work and Illegal Employment, and on amendments and supplements to certain acts, as amended (hereinafter referred to as “Employment Regulations”);

- c) he will employ his employees legally and he will not breach the ban on illegal employment as laid down in Employment Regulations.

13.2 If any of the Supplier’s representations contained in 13.1 above has proved to be false and an illegal work and illegal employment inspection authority imposes a fine on ESET due to accepting work or service through persons employed illegally by the Supplier, ESET may withdraw from the Contract and/or shall have the right to a contractual fine in the amount of the sanction imposed by the inspection authority, even repeatedly.

13.3 ESET shall be entitled not to accept any work and/or Performance provided by the Supplier through a natural person employed illegally by the Supplier, while it shall not be considered a delay or violation of the Contract or a failure to provide necessary cooperation.

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## 14 INFORMATION SECURITY

14.1 If the Contract grants necessary access to ESET’s information systems and computer networks to the Supplier, the Supplier shall fully respect all ESET’s internal regulations made available to him.

14.2 Before being granted the access, the Supplier shall make all employees and sub-suppliers who will have access to ESET’s information systems and computer networks familiar with all of ESET’s internal regulations available.

14.3 Access to ESET’s information systems and computer networks shall be granted at the request of the Supplier and only after it has been approved by an authorized ESET employee.

14.4 ESET shall have the right to block the access to ESET’s information systems and computer networks at any moment.

14.5 The Supplier shall review the extent of assigned access rights to ESET’s information systems and computer networks at least annually and at any time on request.

14.6 ESET shall have the right to monitor all of the Supplier’s activities in ESET’s information systems and computer networks.

- 14.7 The Supplier shall meet all legislative requirements related to informing all affected employees and sub-suppliers of the monitoring in ESET's information systems and computer networks.
- 14.8 Each Contracting Party shall inform the other Contracting Party without any undue delay in the event of any suspected security incident which may mean a violation of confidentiality, integrity or availability of an operated information system or information system processing Confidential Information of the Contracting Parties. E-mail address for reporting security incidents: DL-Global-Security-Emergency@eset.com.
- 14.9 The Supplier shall provide cooperation in dealing with security incidents. Upon request, the Supplier shall be obliged to enable ESET to have access to records of security incidents down to the level of forensic copies of affected hosts and forensic network communication records.
- 14.10 Each Contracting Party is obliged to inform the other Contracting Party of all planned measures aimed at preventing the recurring occurrence of security incidents.
- 14.11 The Supplier shall apply measures aimed at protection of provided Confidential Information in accordance with the defined classification class and ESET's internal regulations available. ESET shall be obliged to provide all relevant internal regulations to the Supplier in advance.

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## 15 MISCELLANEOUS STATUTORY OBLIGATIONS

- 15.1 The Supplier shall have sufficient expertise, technical equipment and all permissions, authorizations and entitlements necessary for the purposes of providing the Performance. All natural persons through whom the Supplier provides Performance shall be competent and authorized to provide the Performance under general binding legal regulations. At ESET's request, the Supplier shall immediately submit to ESET all relevant documents proving compliance with the obligations specified in the present paragraph.
- 15.2 If any permission from or consent of a public authority is necessary for providing Performance, the Supplier shall obtain the relevant permission or consent at his own costs. The Supplier shall inform ESET of the need to obtain permission from or consent of a public authority without any undue delay, while ESET is obliged to provide all necessary cooperation to the Supplier to be able to obtain the relevant permission or consent. The Supplier shall submit to ESET all obtained permissions and consents in their original copies without any undue delay after obtaining them. If the Supplier has provided Performance



without the relevant valid permission or consent, the Supplier shall be liable for all damage caused to ESET as a result.

- 15.3 When providing Performance, the Supplier shall act in such a manner as to not pose a threat to any elements of the environment, including people and animals. If the Supplier discovers before or during provision of the Performance that they may be jeopardized, the Supplier shall interrupt all works immediately and inform ESET thereof, otherwise the Supplier shall be fully liable for any damage caused.
  - 15.4 The Supplier shall comply with all obligations resulting from Act No. 79/2015 Coll. on Waste (hereinafter referred to as the "Waste Act"), particularly those resulting to him as a producer of a specified product (if applicable), mainly obligations resulting from the provision of § 27 of the Waste Act, at his own expense.
  - 15.5 If the Supplier is a waste producer as referred to in the Waste Act, he shall comply with all obligations resulting to him as the waste producer from the Waste Act.
  - 15.6 If the subject of Performance includes real estate rental, while the Supplier is a person obliged to organize an energy audit in accordance with Act No. 321/2014 Coll. on Energy Efficiency, the Supplier shall be liable for performing the energy audit of the particular real estate. At ESET's request, the Supplier shall submit a written report from the energy audit and a summarizing information sheet.
  - 15.7 In order to comply with the obligations laid down in the present Article, the Supplier shall communicate with the contact persons specified in the Contract.
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## 16 AUDIT

- 16.1 ESET shall have the right to check, directly or through auditors, at any moment if the Supplier is performing his obligations resulting from the Contract, including information security, business continuity management, personal data protection and protection of Confidential Information by the Supplier.
- 16.2 The Supplier undertakes to provide ESET employees and auditors with all necessary cooperation to perform the audit, particularly the following:
  - a) enable them access to the premises of the Supplier, sub-suppliers or premises where a service is operated (e.g. hosting);
  - b) make them familiar with the internal regulations, processes and procedures of the Supplier and sub-suppliers relevant to Work or Service delivery;

- c) make them familiar with records from the processes and procedures of the Supplier and sub-suppliers relevant to Work or Service delivery;
- d) make them familiar with the configuration of information systems and networks relevant to Work or Service delivery;
- e) enable discussions with selected employees of the Supplier and sub-suppliers.

16.3 Performance of audits by ESET may be replaced with the following types of audits performed by the Supplier:

- a) information security audit with an audit according to ISO 27001 performed by an accredited certification authority in the case of a Work delivery;
- b) information security audit with an audit according to SSAE 16 SOC2 Type II or Type III performed by an accredited certification authority in the case of a Service delivery;
- c) business continuity management audit with an audit according to ISO 22301 performed by an accredited certification authority.

16.4 ESET shall have the right to perform penetration testing, vulnerability scanning and other security tests on all information systems and computer networks which are relevant for Work installation or Service provision. Penetration tests, vulnerability scans and other security tests may be replaced with any result of penetration testing, vulnerability scan and security test performed by the Supplier and made available to ESET.

16.5 The Supplier undertakes to provide ESET with all cooperation necessary to perform any penetration test, vulnerability scan or other security test.

16.6 The Supplier shall submit a plan to remedy any findings from the performed audits, penetration tests, vulnerability scans and other security tests within 30 days of an ESET report being submitted or made available to the Supplier.

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## 17 GENERAL PROVISIONS

17.1 The Supplier shall be entitled to use sub-suppliers to provide Performance or its part only with the prior written consent of ESET.

17.2 The Supplier shall contractually bind all sub-suppliers involved in provision of the Performance on behalf of the Supplier to comply with all provisions of the present GPTC. The Supplier shall be liable for all

actions or omissions of sub-suppliers, particularly for any delays and defects, in such an extent as if the Supplier was acting himself.

- 17.3 If any Performance is provided through a sub-supplier, the Supplier shall make sure that he asserts all claims which ESET has towards the Supplier under the present GPTC and the Contract from his sub-supplier. If ESET asks the Supplier if it may assert any claims which it has towards the Supplier directly from the sub-supplier, the Supplier shall assign any rights necessary for such direct assertion of claims directly onto ESET.
- 17.4 The Contracting Parties shall not be liable for any failure to perform their obligations resulting from the Contract, if such performance has been prevented or delayed by war, civil unrest, an uprising, demonstration, fire, flood, earthquake, strike by employees causing work slowdown or interruption, threat to state security or public health, an extraordinary situation or a similar circumstance or by other circumstances beyond the control of the Parties (hereinafter referred to as "Force Majeure"). Only unavoidable and unforeseeable occurrences may be considered a Force Majeure.
- 17.5 No Contracting Party shall be liable for a Force Majeure, unless the Force Majeure has been caused by the malevolence or negligence of the particular Contracting Party, and if such Contracting Party has informed the other Contracting Party of the Force Majeure's occurrence in writing without any undue delay.
- 17.6 The Contracting Party which has informed about the Force Majeure's occurrence shall make every reasonable and usual effort to avoid the Force Majeure and to minimize its potential consequences and duration. After the end of the Force Majeure's occurrence the Performance period shall be extended by the period of delay or impossibility to perform a contractual obligation due to the Force Majeure.
- 17.7 If the Force Majeure continues for longer than two (2) months, both of the Contracting Parties shall be entitled to unilaterally withdraw from the Contract, while the withdrawal from the Contract shall be effective on the date of delivery of the notification of withdrawal to the other Contracting Party.
- 17.8 The Supplier shall not use or benefit from ESET's business name, trademark or logo without ESET's prior written consent.
- 17.9 Without ESET's prior written consent, the Supplier shall not be entitled to assign any of his rights and/or obligations resulting from the Contract.
- 17.10 The Supplier shall not be entitled to unilaterally set off any mutual claims arising from the legal relationship with ESET. The Supplier may set off only mutual claims which are indisputable and are recognized by a valid court decision.

- 17.11 Any contractual fine shall be payable within 30 days after a request to pay it was delivered to the Supplier. Payment of any contractual fine under the present GPTC shall be without prejudice to ESET's entitlement to full compensation of damage.
- 17.12 Under his own responsibility and at his own expense the Supplier shall be liable for compliance with all applicable legal regulations related to foreign trade in relation to Performance delivery, in particular to obtaining all permissions required in accordance with the relevant legal regulations governing import and export.
- 17.13 The Supplier shall have an insurance policy concluded with a renowned insurance company throughout the entire Contract validity period, the subject of which shall be the Supplier's liability insurance towards ESET for any damage caused by violation of the Contract or for any damage which ESET may incur in relation to performance or non-performance of the Contract by the Supplier, while the sum insured shall be at least equal to the value of the Performance. At ESET's request, the Supplier shall submit a document proving conclusion of such policy as well as its validity.

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## 18 FINAL PROVISIONS

- 18.1 The contractual legal relationship established by the Contract and the present GPTC shall be governed and construed based on and in accordance with Slovak legislation, regardless of the provisions of conflict-of-law rules, particularly Act. No 513/1991 Coll. the Commercial Code, as amended, and other general binding legal regulations. The Contracting Parties have herewith expressly agreed on non-application of the United Nations Convention on the International Sale of Goods.
- 18.2 The Contracting Parties agree that if any provisions of the present GPTC or the Contract are or become unenforceable, non-applicable, invalid or illegal based on any amendment of legal standards, decision of a court or of any other similar authority, the Contracting Parties shall discuss in good faith and take all steps necessary to replace such invalid provision with a different one so that such new provision meets the minimum requirements of the applicable law and is in accordance with the purpose of the Contract and has a similar legal and business meaning.
- 18.3 Any disputes or conflicts resulting from or in relation to the Contract or any violation, termination, cancellation or invalidity of the Contract (hereinafter referred to as "Dispute") shall be finally resolved as laid down in the present Article. The Contracting Parties shall try to resolve any Dispute first in good faith

by discussion with an aim to resolve the Dispute by agreement without arbitration. In the event of any Dispute, either Contracting Party shall deliver to the other Contracting Party a written notification of the Dispute in which it shall specify the subject of the Dispute and propose a discussion date. If the Contracting Parties fail to resolve the Dispute within thirty (30) days after the delivery date of the written notification of the Dispute to the other Contracting Party, they shall submit the Dispute to the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava (hereinafter referred to as the "Court"). Each of the Contracting Parties shall propose one arbiter and the two arbiters shall determine a third arbiter who shall chair the arbitration senate. The Court shall decide on the Dispute in accordance with its basic internal legal regulations. The Court shall make a final decision about the Dispute. The Court's decision shall be binding for the Contracting Parties and they shall comply with the Court's decision. ESET shall have the right to assert its claims resulting from the Contract also through general courts.

- 18.4 The Contracting Parties may amend and supplement the Contract only by numbered written amendments signed by duly authorized representatives of both Contracting Parties.