

General Purchase Conditions of MONET+, a.s.

Identification:

MONET+, a.s.

ID No. (VAT): 26217783

Registered office: Za Dvorem 505, Štípa, 763 14 Zlín, Czech Republic

Registered in the Commercial Register maintained by the Regional Court in Brno, Section B, File 3351

1. Validity of the General Purchase Conditions

1.1. These General Purchase Conditions (hereinafter referred to as the "**GPC**") govern the rights and obligations of the contracting parties arising from the purchase of goods and services or the commissioning of a work (hereinafter referred to as the "**Performance**" or "**Deliverables**") by MONET+, a.s. (hereinafter referred to as the "**Purchaser**") from a supplier (hereinafter referred to as the "**Supplier**"; the Purchaser and the Supplier collectively referred to as the "**Contracting Parties**").

1.2. These GPC apply in particular to contracts concluded by:

- a) acceptance of the Supplier's offer with a reference to these GPC in the acceptance of the offer,
- b) the Supplier's confirmation of the Purchaser's order which refers to these GPC or to which these GPC are attached, or
- c) in writing with a reference to these GPC.

These GPC shall subsequently also apply to all other similar contracts concluded between the Purchaser and the Supplier.

1.3. In the event of a conflict between the documents, the following order of precedence shall apply:

- a) a separate written order accepted by the Supplier,
- b) a concluded contract (individual or partial in connection with a framework agreement),
- c) a framework agreement, and
- d) these GPC.

1.4. The Supplier's terms and conditions shall not apply unless expressly accepted in writing by the Purchaser.

2. Conclusion of the Contract

2.1. A contract may be concluded in particular by: (a) concluding a separate paper or electronic contract, (b) e-mail or similar confirmation of the Purchaser's order by the Supplier or the Supplier's offer by the Purchaser, or (c) confirmation of the Supplier's offer by the fact that at least the Purchaser will de facto perform according to such an order (all forms of conclusion hereinafter referred to as the "**Contract**").

2.2. If the Supplier fails to confirm the order within 3 business days, the Purchaser is entitled to revoke it.

2.3. Any change to the content of the order is effective only if (a) confirmed in writing by the Purchaser or (b) the Purchaser accepts the Performance.

2.4. A concluded Contract for the supply of goods or services is considered a purchase contract (or a contract for work in the case of delivery of a work) within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended.

3. Performance and Penalties

3.1. The subject of the Performance is the delivery of products, services, or the execution of a work according to the specification in the Contract, including all necessary documentation. The Supplier is obliged to deliver the Performance duly, on time, and in accordance with the Contract and these GPC.

3.2. Unless specific quality, execution, or purpose of the Performance is stipulated in the Contract, the Supplier is obliged to perform in the highest quality and in an execution suitable for the purpose apparent from the Contract or which must have been known to the Supplier.

3.3. The Supplier may use subcontractors but is obliged to inform the Purchaser of this intention prior to commencing performance.

3.4. In the event of the Supplier's delay with the delivery date, the Purchaser is entitled to a contractual penalty of 0.2% of the price of the Performance for each, even commenced, day of delay. This shall not affect the right to claim damages.

4. Delivery and Acceptance of Performance

4.1. Performance not subject to an acceptance procedure (e.g., goods, hardware, office supplies): Acceptance of the Performance occurs upon the signing of the delivery note by an authorized person of the Purchaser at the place of performance. The Supplier is obliged to ensure that each shipment (delivery) or part thereof is properly packaged and provided with a packing or delivery note clearly indicating the contents, as well as the full order number.

4.2. Performance subject to an acceptance procedure (e.g., software, services, work): The Performance is considered handed over upon the signing of an acceptance protocol by an authorized person of the Purchaser (hereinafter referred to as the "**Acceptance Protocol**"), following a proper acceptance procedure:

a) Acceptance is always carried out by comparing the Performance actually delivered by the Supplier with the bindingly defined outputs and their specifications stipulated for the relevant Performance (or parts thereof) in the Contract, or which are apparent from the Contract, or which must have been known to the Supplier.

b) The Purchaser is entitled to subject the Performance to acceptance tests. The Supplier is obliged to provide the Purchaser with the necessary cooperation for this purpose.

c) For the purpose of acceptance, defects are divided into:

Category A (Critical): A defect preventing the use of the Performance or threatening data security.

Category B (Major): A defect limiting functionality, for which, however, a temporary workaround exists.

Category C (Minor): Cosmetic defects or minor errors in the documentation.

d) Results of the acceptance procedure:

Accepted without reservations: The Performance contains no defects.

Accepted with reservations: The Performance contains a maximum of 10 Category C defects.

Not accepted: The Performance contains more than 10 Category C defects and/or at least one Category A and/or B defect.

Repeated acceptance: If the Performance fails the acceptance procedure due to Category A or B defects, the Supplier is obliged to remedy the defects and submit the Performance for repeated acceptance. All costs associated with the repeated acceptance procedure shall be borne by the Supplier. The legal fiction of acceptance is expressly excluded. Performance is never considered implicitly accepted (e.g., by mere lapse of time or payment of an invoice).

4.3. Title and risk of damage shall pass to the Purchaser upon acceptance/takeover (not upon handover to the first carrier).

4.4. The Purchaser is not obliged to accept a Performance exhibiting defects that prevent its use.

5. Price and Invoicing

5.1. The price stated in the Contract is final and includes all costs associated with delivery. Unless stated or agreed otherwise in the Contract, prices and payments are agreed exclusive of VAT.

5.2. Invoices are payable within 30 calendar days from their delivery. The Supplier is entitled to issue an invoice after proper and defect-free delivery of the Performance. Invoices must contain all statutory requirements, include the Contract number (if concluded), order number, Acceptance Protocol (if issued), delivery note (if issued), and be sent to the Purchaser's address: invoices@monetplus.cz.

5.3. The Purchaser is entitled to return an invoice that lacks the requirements of a tax document or the requirements of the Contract and these GPC. In such a case, the maturity period starts running anew from the delivery of the corrected invoice.

5.4. Purchaser's payments shall be made by bank transfer to the Supplier's account. For domestic transactions, the Purchaser shall pay to the Supplier's account listed in the ARES register <https://ares.gov.cz>. If the Supplier's account is not listed in ARES, the Purchaser shall make the payment to the account stated on the invoice.

5.5. The date of payment is considered to be the date the respective amount is debited from the Purchaser's bank account.

5.6. Payment by the Purchaser does not constitute confirmation that the Performance meets the Purchaser's requirements stated in the Contract.

5.7. In the event of the Purchaser's delay in paying an amount, the Supplier is entitled to demand default interest only if the Purchaser fails to pay the amount even within 5 business days of receiving a written reminder from the Supplier.

6. Quality Warranty and Defective Performance

6.1. The Supplier provides a quality warranty for a period of 24 months from the delivery of the Performance.

6.2. The Supplier is responsible for ensuring that, throughout the warranty period, the Performance will have the properties stipulated by the Contract, relevant documentation, and legal regulations.

6.3. The Purchaser shall inspect the Performance as follows:

- a) If the Performance is intended for use by the Purchaser, the Purchaser shall inspect it within 1 month of takeover.
- b) If the Performance is intended for the Purchaser's customer, the Purchaser is entitled to postpone the inspection until immediately before the Performance is used by the customer; however, by a maximum of 12 months from takeover.
- c) In the case of a large quantity of Deliverables, the Purchaser is entitled to perform only a random inspection, which does not deprive them of the right to notify newly discovered defects later.

6.4. The Purchaser is entitled to notify a (warranty) defect as follows: a) The time limit for notifying a defect by the Purchaser is always at least 1 month from the discovery of the defect. b) The Purchaser is always entitled to notify a non-obvious defect at least during the warranty period. c) If the Performance is intended for the Purchaser's customer, the Purchaser is always entitled to notify a defect after such defect is claimed by the customer.

6.5. For reported (warranty) defects, the Supplier undertakes to:

- a) Confirm receipt of the defect within 1 business day and propose a solution or remedy the defect within 2 business days (for critical defects – i.e., Category A defects) or 5 business days (for other defects).
- b) In the event the Supplier fails to remedy the defect within the agreed time limit, the Purchaser has the right to have the defect remedied by a third party at the Supplier's expense, demand a reasonable discount from the price, or demand substitute Performance.

6.6. In the event of the Supplier's delay in fulfilling a claim arising from defective performance or warranty, the Purchaser is entitled to demand a contractual penalty of 0.1% of the Performance price under the Contract, provided the Supplier's obligation has not been fulfilled even within an additional grace period of 5 business days starting from the delivery of a written notice to the Supplier (a notice sent via e-mail to the Supplier's contact person is considered sufficient).

6.7. The Purchaser is entitled to suspend payment of the price until a claim arising from defective performance or warranty is satisfied.

7. Intellectual Property Rights and Source Codes

7.1. If the subject of the Contract is the delivery of intellectual property, the Purchaser acquires a non-exclusive license to such subject matter of the Contract: (i) unlimited in quantity and territory, (ii) unlimited in time, (iii) for all known and conceivable methods of use, (iv) with the possibility of any modifications and combination with other intellectual property, and (v) without the obligation to attribute the author or other creator.

7.2. If the subject of the Performance is custom software development or if the nature of the Performance requires it, the Supplier is obliged to provide the Purchaser with the up-to-date source codes, including documentation, no later than the date of acceptance; failure to deliver the source codes and/or documentation is considered a Category "A" defect.

7.3. The Supplier undertakes that the Performance does not infringe the intellectual property rights of third parties. Should a third party assert a claim against the Purchaser for copyright or patent

infringement, the Supplier undertakes, at its own expense, to conduct the defense and fully indemnify the Purchaser for all incurred costs, damages, and legal fees.

7.4. The Supplier is obliged to inform the Purchaser in advance and in writing of the use of any standard software products, open-source components, etc., and to ensure that their licenses do not conflict with the Purchaser's rights under these GPC.

8. Communication and Set-off

8.1. Communication from and to e-mail addresses expressly agreed upon by the parties, or repeatedly used by the parties in connection with communication regarding the Contract, is also considered a written form of conduct. However, for the action to be effective, the other party must confirm receipt of the e-mail (expressly or by referring to the e-mail in subsequent communication, or by responding to the content of such an e-mail in subsequent communication).

8.2. The Purchaser is entitled to unilaterally set off its receivable against the Supplier's receivable even if (i) the Purchaser's receivable is not yet due or if (ii) the receivable is uncertain. The Supplier is not entitled to unilaterally set off its claims against the Purchaser.

9. Liability for Damage

9.1. The Purchaser is entitled to demand from the Supplier compensation for direct and indirect damage arising from a breach of obligation under the Contract, including non-material damage and lost profit.

9.2. Any claim of the Purchaser to a contractual penalty does not exclude the Purchaser's claim for damages.

10. Security and Confidentiality of Information

10.1. The Contracting Parties undertake to maintain confidentiality regarding all information they have learned in connection with the Contract and the Performance.

10.2. When accessing the Purchaser's systems, the Supplier is obliged to comply with the Purchaser's internal security rules according to the Security Directive for Suppliers, which is available at <https://www.monetplus.cz/en>.

10.3. Confidential information is considered to be all information of a commercial, technical, or organizational nature that is not publicly available and which the parties acquired in connection with the Contract or Performance (e.g., code, databases, price lists, client lists).

10.4. Obligations of the parties:

- a) Use confidential information exclusively for the purpose of fulfilling the Contract.
- b) Ensure the protection of information at least at the same level as they protect their own trade secrets.
- c) The confidentiality obligation continues even after the termination of the contractual relationship for a period of 5 years.
- d) The confidentiality obligation does not apply to information requested by a court or public administration authority pursuant to the law; in such a case, the other party must be informed immediately.
- e) After the completion of the Performance, the Supplier is obliged, upon the Purchaser's

request, to delete all confidential information in electronic form and to return or destroy physical media.

10.5. If the Supplier breaches confidentiality obligations or the prohibition of using confidential information for other purposes, the Supplier is obliged to pay the Purchaser a contractual penalty of CZK 100,000 for each such breach.

11. Supplier Code of Conduct

11.1. The Supplier is obliged to comply with the laws and other generally binding regulations of the relevant legal system. In particular, it must not participate, actively or passively, directly or indirectly, in any form of corruption, violation of employees' fundamental human rights, or child labor. Furthermore, the Supplier is responsible for the health and safety of its employees at work, is obliged to comply with environmental protection laws, and strives to the maximum possible extent to ensure compliance with the same code of conduct among its suppliers.

11.2. If the Supplier culpably breaches any of these obligations, the Purchaser is entitled – irrespective of other rights and remedies – to withdraw from the Contract and demand a contractual penalty of CZK 100,000. However, if the breach of obligation can be remedied, this right may only be exercised after the expiration of a reasonable remedial period set by the Purchaser, which shall not be shorter than 10 business days.

12. Force Majeure

12.1. The Contracting Parties are not liable for failure to fulfill obligations if such failure occurred as a result of force majeure (e.g., natural disasters, armed conflicts, widespread epidemics). The party invoking force majeure must inform the other party immediately in writing.

13. Personal Data Protection (GDPR)

13.1. If the processing of personal data forms part of the Performance, the Supplier undertakes to conclude a Personal Data Processing Agreement with the Purchaser in accordance with EU Regulation 2016/679 (GDPR).

14. International Sanctions and Compliance

14.1. The Supplier expressly declares and, by concluding the Contract (or accepting these GPC), confirms that neither the Supplier itself nor any person controlled by or affiliated with the Supplier (in particular ultimate beneficial owners, members of statutory bodies, or subcontractors participating in the Performance) (i) is listed on any sanction list issued by the United Nations (UN), the European Union, the United States of America (in particular OFAC lists), or the Czech Republic; (ii) is a person subject to international economic, trade, or financial sanctions or embargoes.

14.2. The Supplier undertakes that, within the scope of its business activities and during the execution of the Performance for the Purchaser, it will not directly or indirectly violate international sanctions and will not trade with persons or entities subject to such sanctions.

14.3. In the event that the Supplier or an affiliated person is placed on a sanction list or a violation of sanction regimes occurs during the term of the Contract, the Supplier is obliged to inform the Purchaser of this fact immediately (no later than within 24 hours) in writing.

14.4. The Contracting Parties agree that if the Supplier's declaration under this article proves to be untrue, or if the Supplier violates sanction regimes during performance: (i) this shall be considered a material breach of the Contract; (ii) the Contract shall be terminated from the beginning (ex tunc),

unless the Purchaser expressly determines in writing that the effects of termination shall apply only as of the date of withdrawal; and (iii) the Supplier is obliged to compensate the Purchaser for all damage incurred as a result of this fact (including damage caused by the application of sanctions against the Purchaser by state authorities or banking institutions) and to pay a contractual penalty of 25% of the Performance price under the Contract.

15. Termination of the Contract

15.1. Premature termination of the Contract may only occur:

- a) based on a written agreement of the parties;
- b) by withdrawal for agreed reasons;
- c) by means arising from legal regulations, provided their application cannot be validly excluded.

15.2. The Purchaser is entitled to withdraw from the Contract if (i) the Supplier is in delay with the Performance or a milestone of the work for more than 10 business days, (ii) it is apparent that the Supplier will breach its obligation, e.g., if it repeatedly executes the work contrary to instructions, execution of the work within the deadline is unrealistic, or the Supplier announces that it will breach the obligation, (iii) the Supplier is insolvent or enforcement of a decision has been initiated against it, (iv) the Supplier has entered into liquidation, or (v) the Supplier has fundamentally (materially) breached its obligation.

15.3. If the Contract is cancelled for any reason (withdrawal, invalidity, or otherwise), the Supplier has the obligation to (i) return within 5 business days the already received advances and prices of products or work, and (ii) upon request, reimburse all costs incurred by the Purchaser in connection with the performance of the Contract to date.

16. Amendment of the Contract and GPC

16.1. The Contract may be amended only in writing.

16.2. If the GPC form part of a framework agreement, or if the framework agreement refers to the GPC, or if the Contract governs repeated or regular performance, the Purchaser reserves the right to unilaterally amend these GPC to a reasonable extent. The Purchaser shall notify the Supplier of the change to the GPC at least one (1) month prior to the effective date of the change. If the Supplier disagrees with the change to the GPC, it has the right to terminate the relevant framework agreement or the Contract with repeated or regular performance as of the effective date of the GPC change.

16.3. If a provision of these GPC or the Contract is or becomes ineffective, invalid, or unenforceable, the Contracting Parties undertake to replace this provision without delay with a new provision that will have the same or a similar economic purpose. The other provisions of the GPC and the Contract shall remain valid.

16.4. The Supplier is not entitled to assign or pledge a receivable against the Purchaser without the Purchaser's prior written consent; an exception is the transfer of the Supplier's business establishment (enterprise) or assignment within the Supplier's corporate group.

17. Final Provisions

17.1. Legal relations are governed by the law of the Czech Republic, in particular the Civil Code. The Contracting Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The competent court for resolving disputes is the materially and locally competent court according to the Purchaser's registered office.

17.2. These GPC are executed in the Czech language and the English language.

These GPC are effective from April 1, 2026.