

## SUBCONTRACTOR TERMS AND CONDITIONS of DEKRA CZ a.s.

### I. CONTRACT, CONDITIONS FOR SUBCONTRACTORS A SCOPE OF APPLICATION

1. The present Terms and Conditions apply to the contractual relation entered into by and between the company DEKRA CZ a.s. as the client (hereinafter referred to as "DEKRA") and its subcontractor (hereinafter referred to as the "Subcontractor") which is obliged to provide a service / to execute a work or perform another task (e.g. advisory, inspection or revision) pursuant to a contract as a Subcontractor within a fulfillment that is to be provided by DEKRA to its customer (hereinafter referred to as the "Customer"). Such contract is concluded either in the printed form or in the form of the Subcontractor's offer and its acceptance by DEKRA or on the basis of DEKRA's order and its acceptance by the Subcontractor (hereinafter referred to as the "Contract").
2. These Subcontractor Terms and Conditions (hereinafter referred to as the "STC") form an integral part of the Contract and the Subcontractor expresses an unreserved consent thereto and undertakes to comply therewith. Subcontractor's terms and conditions or other terms shall not form a part of the Contract even though the Subcontractor's offer or Subcontractor's acceptance of order may refer to such terms or such terms may be attached thereto.
3. The Subcontractor and its staff shall be bound by the terms and regulations of the Customer which shall form an integral part of the Contract and which must be complied with by DEKRA as part of the fulfillment provided to the Customer (hereinafter referred to as the "CTC"). DEKRA shall inform the Subcontractor of the CTC or provide a list of such terms and/or provide a reference to such terms. The Subcontractor shall peruse the actual CTC and ensure that they are known, observed and complied with by staff appointed or hired by the Subcontractor to provide the fulfillment at the latest before the commencement of the Contract performance.
4. The provisions agreed by the parties in the Contract or those contained in the CTC shall prevail over the provisions hereof. The provisions of the Contract shall prevail over the CTC. Any and all agreements related to the terms and conditions of performance which deviate from these STC must be made in writing and signed by authorized representatives of both parties.

### II. PAYMENT TERMS AND VAT PROVISIONS

1. In case that the Subcontractor issues an invoice to DEKRA under the Contract, it shall issue the invoice within 5 days of the date of entitlement to such issue (unless stipulated otherwise, for a one-time performance after its provision, and for a framework agreement retrospectively on a monthly basis).
2. The invoice maturity shall not be shorter than 30 days of its delivery to DEKRA.
3. Besides statutory requisites, the Subcontractor shall specify the number of DEKRA's cost center as mentioned in the Contract or as communicated to the Subcontractor by a DEKRA's employee. The Subcontractor shall request the number before it issues the invoice.
4. In the event that the invoice fails to contain requisites mentioned in the Contract and/or in these STC, or if the bank details and account number contradict a written notice of their change, or such details are incorrectly entered, DEKRA shall return the invoice to the Subcontractor and ask for a correction or amendment. A new maturity period shall commence on the date of delivery of the new, corrected or amended invoice.
5. Invoices shall be delivered by the Subcontractor in the printed form to the address of the registered office of DEKRA or in the electronic form to the e-mail address: [faktury.cz@dekra.com](mailto:faktury.cz@dekra.com).
6. Payments will be made only in cashless form to the bank accounts specified in the contract. Changes in a bank connection may be made only by a written amendment to the contract or a written notice signed by the statutory representative of the party, which shall be communicated to the other party at the latest, together with the relevant invoice.
7. The Subcontractor, if VAT payer, declares that:

- (a) it acknowledges the duty to pay VAT on the consideration received from DEKRA to the tax administrator, and it shall pay the VAT duly, correctly and in time,
  - (b) it's economic situation is good, it is not the subject of execution or insolvency proceedings and no such proceedings are pending, it is not a party to a court, arbitration or administrative proceedings that could result in an obligation that is not feasible for the Subcontractor or that would destabilize its economic situation,
  - (c) it is not the subject of proceedings on the registration into the list of unreliable tax payers under the VAT Act and no such proceedings are pending,
  - (d) it is not an unreliable tax payer under the VAT Act, and
  - (e) the account specified to DEKRA for payments is the account required for sending the consideration, and it is an account notified to the tax administrator with the territorial and functional jurisdiction and an account published by the tax administrator under the VAT Act.
8. The Subcontractor, if VAT payer, shall notify DEKRA of any change in circumstances under the previous par. 7 in writing or by e-mail no later than within (3) days of the origination of such change, or if not possible, within (3) days of the registration of such change into the relevant list or register, and it shall conclude an amendment to the Contract with DEKRA. Such amendment shall set procedures contemplated in Section 109a VAT Act or stipulation of DEKRA's right to retain a sum corresponding to the amount of taxable supply until the Subcontractor fulfills the tax liability.
  9. In case any of the Subcontractor's representations stated in par. 7 above proves to be untrue, in case the bank account changes or in case the Subcontractor becomes an unreliable payer and it fails to notify DEKRA thereof in contradiction with par. 8, or fails to conclude an amendment to the Contract to that end, the contracting parties stipulate the right of DEKRA to proceed in accordance with Section 109a VAT Act and to pay the tax on behalf of the Subcontractor to the tax administrator. Furthermore, in this case, the contracting parties stipulate the DEKRA's right to the compensation for damage, to withdraw from the Contract or any partial contract or to pay the VAT from an issued invoice to the Subcontractor only in case the Subcontractor proves that it has settled the VAT to the relevant tax administrator. If the Subcontractor is or becomes an unreliable payer under Section 106a VAT Act, DEKRA has the right to settle the invoice by (5) working days later than the maturity date.

### III. TERMS OF PERFORMANCE

1. DEKRA may require continuous work in case there are serious reasons.
2. The Subcontractor shall aid DEKRA, necessary for meeting DEKRA's obligations toward the Customer, if it is asked for such assistance.
3. The Subcontractor undertakes to get acquainted with all the duties of subcontractors under the CTC and to strictly observe them and comply with them. The Subcontractor must ensure that all the conditions for work in the place of performance are met.
4. The Subcontractor shall provably inform its staff working on the fulfillment under the Contract of all conditions for the performance (these SCT and CTC) and shall ensure compliance.
5. The Subcontractor shall be responsible for maintaining all the workplaces where it works under the Contract clean and tidy, for compliance with occupational health and safety, fire safety regulations, compliance with systematic measures and emergency preparedness, as well as for meeting all the requirements imposed on suppliers by DEKRA customers. The Subcontractor undertakes to ensure observation and fulfillment of other duties defined by legal and other regulations concerning occupational health and safety, fire safety and emergency plans, environmental protection, technical safety, protection of property and persons, as well as orders and prohibitions ensuing from them, including instructions aimed at prevention of any harm to health, lives, the environment and property of DEKRA and the Customer.
6. DEKRA and its Customer are entitled to check the compliance with the above duties by the Subcontractor. A breach of duties ensuing from par. 5 shall be considered a material breach of the Contract and DEKRA shall be entitled to withdraw from the Contract.
7. The Subcontractor shall be liable for damage to the structures and facilities of DEKRA and the Customer. If the Customer damages such structures and facilities, it shall procure the restoration of the original state at its own expense or it shall compensate DEKRA for such restoration in full.
8. The Subcontractor shall participate in emergency drills and training in the extent necessary for due performance of the Contract under the instructions of DEKRA and/or the Customer and shall claim no

reimbursement of costs. In the event of emergency, the Subcontractor shall follow the instructions of the Customer's person in charge and of the Customer's emergency crew.

9. The Subcontractor undertakes to enable DEKRA checking the performance of the subject of the Contract and fulfillment of duties by the Subcontractor, and to submit all requested documents and information. The Subcontractor shall enable internal and external audit (such as security audit) by DEKRA and the Customer (or their authorized persons).
10. In the event of the Subcontractor's obstacle in the performance, the Subcontractor shall inform DEKRA without undue delay of the obstacle in writing (by e-mail), evidence the existence of the obstacle, and determine the period of its duration. After the obstacle ceases to exist, the Subcontractor shall promptly continue in the performance unless instructed otherwise by DEKRA. The Subcontractor promptly inform DEKRA of the end or prolonged existence of the obstacle. If the obstacle exists for more than 10 days, DEKRA shall be entitled to withdraw from the Contract. The existence of an obstacle shall not relieve the Subcontractor from the obligation to perform the Contract and from the liability for loss or damage in the event of nonperformance, except for force majeure.
11. The Subcontractor is obliged to have third-party liability insurance covering loss or damage caused by current and operating activities throughout the duration of the Contract and the warranty. The amount of the minimum required insurance coverage shall be determined by DEKRA in the order.
12. Without DEKRA's prior written consent, the Subcontractor shall not hire third parties (sub-suppliers) for the performance under the Contract. If consent is granted, the Subcontractor shall provably bind its sub-suppliers to observe and fulfill all the terms of the Contract, these STC and CTC. The Subcontractor shall always be liable for actions and omissions of its sub-supplier toward DEKRA as if it acted itself.
13. **Furthermore, the Subcontractor has not the right to designate the work for the Customer and/or refer to the Customer's firm especially as a reference to his business without a previous written approval of DEKRA or the Customer.**

#### IV. FORCE MAJEURE

In the event that DEKRA, its Customer or Subcontractor is prevented from the fulfillment of its obligations under the Contract due to circumstances beyond the respective party's control, which means that the fulfillment of the order shall be substantially more costly or complicated (i.e. by more than 30%) than at the time of concluding the Contract, such situation shall form a ground for relief and as long as such obstacle, event or circumstance exists, the affected party shall not be considered in delay and it shall not be liable for any damage occurred in connection with such force majeure event. If such obstacles, events or circumstances last longer than six months, either party has the right to terminate the Contract immediately by a written notice with effects from the day of the notice delivery to the other party. The affected party shall inform the other party of the occurrence of such circumstance pursuant to this paragraph without delay. The above mentioned shall apply accordingly also in the event of circumstances under Section 2913 of the Civil Code.

#### V. LICENSE AGREEMENT and TITLE TO RESULT OF PERFORMANCE

1. In case that any result of the Subcontractor's performance under the Contract or its part, a document or another thing intended under the Contract for use by DEKRA is an author's work under Act No. 121/2000 Coll., on Copyright (Copyright Act) or intellectual property protected otherwise, the Subcontractor by its execution of the Contract provides DEKRA with a free, perpetual, transferable, non-exclusive license to use the result of such performance as a whole or in part(s) without any limitations in terms of territory or volume by means of reproduction, disclosure to third parties and other means for the purposes of use, reproduction, backup, archiving and disclosure of the result of performance to a third party; at the same time, the Subcontractor provides DEKRA with a license to modify, change or destroy the author's work or other intellectual property created for DEKRA under the Contract.
2. If this is the result of the Subcontractor's sub-supplier, which is protected under the Copyright Act or a similar generally binding legal regulation under the laws of the place of residence / business of the sub-supplier, the Subcontractor undertakes to procure a license to such result for DEKRA in the same extent as required for the Subcontractor's result of performance under this provision.

3. DEKRA has the right to make copies of documents received from or processed by the Subcontractor and to archive them.
4. The title to materials, deliveries and physical results of performance shall be transmitted from the Subcontractor to DEKRA when the fulfillment is provided.

#### VI. LIABILITY FOR DEFECTS, LOSS AND DAMAGE. WARRANTY

1. The Subcontractor is obliged to execute the subject of the Contract duly, in time and without defects. The Subcontractor may only be relieved of its liability under the terms defined by law and by the Contract.
2. The Subcontractor undertakes and warrants that the fulfillments executed under the Contract are:
  - a) executed in high quality and with expertise and care,
  - b) provided in a completely objective, impartial and professional manner.
3. The Subcontractor shall provide DEKRA with a quality warranty (hereinafter referred to as the "Warranty") for the results of performance in the duration of 24 months, which period shall always run separately since the day of the individual fulfillment provision. The warranty period shall be extended by the period for which DEKRA was unable to properly use the fulfillment or its part in consequence of an ascertained defect.
4. The Subcontractor shall remedy the claimed defects at its own expense within the warranty period. After ascertaining defects of the fulfillment, DEKRA shall be entitled to:
  - a) claim remedy of the defect by the provision of a new fulfillment within 1 week of the receipt of a written notice of the defect including its description, unless the contracting parties agree a different period in a specific case; or
  - b) remedy the defect by itself or through a third party at the expense of the Subcontractor. The Subcontractor shall reimburse DEKRA for provably expended costs incurred about the remedy within 30 days of the receipt of the relevant invoice from DEKRA.
5. The Subcontractor shall be liable for any loss and damage caused to the DEKRA and/or the Customer by the Subcontractor or persons providing fulfillment to the Subcontractor during the Contract performance. The compensation for loss and damage shall be governed by the provisions of Section 2894 et seq. Civil Code. The contracting parties hereby explicitly stipulate the Subcontractor's duty to compensate for immaterial loss and damage (e.g. damage to the DEKRA's reputation).

#### VII. PREMATURE TERMINATION

1. In addition to the stipulated and statutory methods of the Contract termination, the contracting parties have the right to withdraw from the Contract with future effects also if insolvency proceedings have been initiated and conducted against the other party or if the other party is subject to compulsory liquidation.
2. The parties also have the right to withdraw from the Contract, if any party commits a material breach of the Contract and fails to remedy such breach, not even within 10 days of a written notice of the breach by the other party, or if it infringes its obligations arisen from the Contract repeatedly (3 times and more).
3. Unless the Contract is concluded for the duration of DEKRA's contract with the Customer (where it expires with the expiry of the contract), DEKRA shall be entitled to withdraw from the Contract in case its contractual relation with the Customer expires.
4. To the extent that DEKRA waives its right to withdraw from the Contract, it shall be entitled to refuse the settlement of the price of fulfillment or its part.
5. The notice of withdrawal must be made in writing and it shall become effective on the day of its delivery to the other party.

#### VIII. CONFIDENTIALITY OF INFORMATION

1. The parties declare and undertake that (a) all pricing, economic, legal, production, and technical information in tangible or intangible form related to the Contract and subject matter of performance, including specifications, records, processes, plans, drawings, bids, presentations, etc., as well as (b) other information and materials that they have entrusted, entrusted or otherwise provided and provided or branded or tagged as business secrets, or which, during performance of the contract, (c) which are of the nature of business secrets or which may be of a similar nature to business secrets; and (d) any other confidential information (e.g. on know-how) that is known to them in connection with the Contract; whose disclosure to a third party could

- cause any injury to the other party, regardless of the form and manner of communication or capture (hereinafter referred to as the "confidential information") will be kept secret, will not use it for its financial or other benefit or for the benefit of a third party, disclose it to third parties without the prior written consent of the other party, do not use this information and materials to others purposes other than the fulfillment of the Contract and shall ensure their confidentiality (hereinafter referred to as the "Confidentiality Obligation").
2. The Confidentiality Obligation also applies to third persons to whom the information provided by one of the parties with the consent of the other about performance of the Contract. Such a party is responsible for ensuring that such persons will be legally bound to this Confidentiality Obligation at least to the same extent as the latter.
  3. Providing confidential information sides DEKRA does not entitle the Subcontractor to any license, trademark, patent, right to use or disseminate the copyright work, or any other intellectual property right.
  4. Any publication or disclosure of confidential information which (a) is or becomes a public domain or available to public for other reasons than due to a breach of the Contract or which (b) their recipient is known to be known before being made available or which (c) the party is obliged to disclose or make available to an authorized person pursuant to the applicable legal regulations or which (d) is disclosed by the party to employees, members of bodies, professional advisers, interconnected persons in holding or group organization (and their employees and members of bodies or professional advisers) or (e) contract partners involved in performance of the Contract or assessment or other evaluation of the Contract shall not be considered a breach of the obligation stipulated in this article. Persons ad. (d) and (e), however, shall be bound by Confidentiality Obligation to the same extent as the confidential information provided by the party.
  5. In the event of breach of the Confidentiality Obligation under this Article, the Subcontractor shall pay to DEKRA a contractual penalty of CZK 50,000 for each breach. This shall not affect DEKRA's right to claim damages in full.
  6. For the avoidance of doubt, the parties agree and declare that DEKRA has the right to process confidential information of the Subcontractor and use it for own internal and concern related needs without such procedure being considered a breach of the Confidentiality Obligation. DEKRA has the right to make copies of the received or processed documents and retain them.
  7. Upon termination of the Contract, the parties are obliged to return to each other all confidential information and their media, as well as copies thereof, if they do not need to perform or subordinate legal obligations or to prove their own rights and entitlements.
  8. The Confidentiality Obligation shall continue after termination of the Contract for the entire duration of the confidential information, but not less than five (5) years after the termination of the Contract.
  9. DEKRA is entitled to withdraw from the Contract ex nunc as well as to reject partial performance if it finds that the Subcontractor, its employees or employees, or its or their controlling or controlling party, through its representative, breached its / their Confidentiality Obligations or committed unfair conduct or defamation or damage to the reputation of DEKRA or the Customer. DEKRA's claim for damages is hereby not affected.

#### IX. PERSONAL DATA PROTECTION

1. The protection of personal data - corporate contact and identification data of the parties' employees (workers) is ensured by the parties in accordance with Czech Act No. 101/2000 Coll. and European Regulation 2016/679 on Personal Data Protection (GDPR) and related regulations. DEKRA proceeds in accordance with its Privacy Policy available at <https://dekra.cz/ochrana-osobnich-udaju>, where these constitute information under Article 12 of the GDPR. The Subcontractor is required to become acquainted with this policy and to get known with it before the Contract is concluded and follow it during the existence of the Contract.
2. Personal data are processed and stored for purposes of performance of the Contract and the related legitimate interests of the parties (in the exercise of rights in breach of contractual obligations).
3. Personal data will be processed in electronic form, not in an automated manner, particularly in parties' systems (CRM and expert systems) operated by the parties or other processors as service providers and in printed form in a non-automated manner. By processing personal data, DEKRA may delegate a third party as a processor. The Subcontractor may only process the personal data by another processor with the prior written consent of DEKRA.

4. The Subcontractor is required to provide any information or data to the DEKRA that is provided by DEKRA, even if these data are supplied to DEKRA by the contractor's employees or suppliers or by the data subject itself.
5. The Subcontractor acknowledges that he is required to ensure that the personal data transmitted are correct, up-to-date and true and that it is obliged to inform DEKRA without undue delay of any change in personal data.
6. Personal data will be processed for a maximum period of 10 years after termination of the Contract for protecting and defending the rights and claims of the parties.
7. The Subcontractor is required to keep the personal data received confidentially and to deal with them in accordance with the relevant legal regulations and to provide them with sufficient technical means against their escape or abuse by a third party. At DEKRA's request, DEKRA is required to provide all copies of personal data and discard them to DEKRA.
8. If the Subcontractor requires or receives additional personal information as part of performance of a Contract by DEKRA, he is not authorized to process these further as a processor within the meaning of the GDPR, unless a written agreement on the processing of personal data is entered with DEKRA. The Subcontractor is required to inform DEKRA in advance of any personal data subject to processing
9. In the event of breach of the Confidentiality Obligation under this Article, the Subcontractor shall pay to DEKRA a contractual penalty of CZK 50,000 for each breach. This shall not affect DEKRA's right to claim damages in full.
10. DEKRA reserves the right to withdraw from the Contract with effect in the future as well as to reject partial performance if it finds that the Subcontractor, his employees or co-workers or his or their controlling or controlling person or person in the performance of the Contract directly or through his representative has breached statutory or contractual legal obligations of personal data protection.

#### X. COMPLIANCE

1. The parties have agreed to abide by the Ethical and Compliance Principles in accordance with the DEKRA Ethic Code available on <https://www.dekra.cz/wp-content/uploads/2018/02/dekra-compliance-guideline-en.pdf> (hereinafter referred to as "EC"), which is an integral part of these STC, and also expressly declare that during the term of the Contract they will not act in a corrupt manner and will ensure that the corrupt practices are not committed by any of their employees, external collaborators, members of the organs or their business associates. "Corruption" means offering, promising or passing on, as well as asking or accepting, any undue advantage, then in an effort to expedite the management of giving or receiving a reward, inappropriate gift, expression of hospitality, reimbursement of expenses, directly or indirectly, to a person or person the position of any employee or member of a statutory body of the private or public sector (including a person who decides or works for a company or organization in the private or public sector in any capacity) in order to obtain, retain or direct a trade or secure any other advantage upon conclusion, while closing the Contract or during implementation of the Contract and partial performances.
2. By closing the Contract, the Subcontractor declares to be acquainted with the EC and the anticorruption obligations (hereafter referred to as the "compliance principles") as a business partner of DEKRA prior to the conclusion of the Contract, and undertakes to respect, promote and ensure their knowledge and compliance with all persons involved in the performance of the Contract.
3. The Subcontractor is required to provide DEKRA with all the information and data regarding its compliance policy and strategy (also regarding personal data protection) at DEKRA's request and provide DEKRA with all requested assistance in compliance with DEKRA's compliance screens and audits with its mother company.
4. The parties undertake to inform each other of any breach of compliance which they have knowledge of and which relate to the performance of the Contract, or may cause harm to the other party.
5. DEKRA reserves the right to withdraw from the Contract with the effects to the future, as well as to reject any partial performance, if it finds that the Subcontractor, its co-workers or employees or the Subcontractor's or such persons' controlling or controlled entity has committed any activity during the execution of the Contract, whether directly or by means of its representative, against the compliance principles.

**XI. FINAL PROVISIONS**

1. The actual STC can be viewed on <https://www.dekra.cz/podminky>. **The provisions of STC may be changed or amended by DEKRA Company at any time without a notice. DEKRA Company shall inform the Subcontractor of such change of STC personally or by email.** If the Subcontractor states its disapproval of the new STC within 14 days from the day it has been informed or could have been informed of the change, the existing STC shall continue to apply for the contractual relationship. Any amendment to STC shall not affect the rights and obligations arisen during the effectiveness of the previous version of STC.
2. The application of the Subcontractor's business terms is excluded. If the Subcontractor's business terms and conditions exclude in a valid and effective manner the application of these STC, no agreement shall arise between the parties on terms of performance and the Contract shall not be concluded, unless it is a contract made as a written document signed by both parties on one page
3. **The Subcontractor is obliged to protect the goodwill and the company name of DEKRA and shall not use the logo of DEKRA or otherwise refer to business cooperation with DEKRA without a written consent of DEKRA.**
4. The Subcontractor is not entitled to assign or transfer its rights and obligations arisen from the Contract or the Contract itself to a third party without a previous written consent of DEKRA.
5. For the avoidance of doubt, an e-mailed notice shall be considered delivered on the day following the day of sending the notice; a notice sent by registered mail shall be considered delivered on the tenth (10<sup>th</sup>) day of the date indicated on the receipt slip by the stamp of the post office.
6. Any changes to persons authorized to represent the parties or their telephone or e-mail connections shall be deemed to have changed from the date of delivery of the written letter notifying the change to the other party.
7. In the event of nullity, ineffectiveness or appearance of individual provisions of a Contract or this STC or, if the Contract contains gaps, this is without prejudice to the validity and effectiveness of the other provisions of the Contract or this STC. The parties undertake to replace an invalid, ineffective or apparent provision by such a valid and effective provision as is best suited to the purpose and meaning of an invalid, ineffective or apparent provision.
8. **The Subcontractor acknowledges by closing the Contract that all the clauses contained herein and in STC are understandable, they are not unfavorable for the Subcontractor and neither the Contract nor STC deviate from normal terms and conditions agreed in similar cases. The parties have agreed that the provisions related to contracts concluded in an adhesive manner (provisions of Section 1799 and Section 1800 of the Civil Code) shall not apply to their contractual relationship.**
9. The contractual relation and ensuing rights and obligations of the parties as well as the Contract itself and the present STC shall be governed by Czech laws with the exclusion of standards referring to foreign law and international trade law. In the case of any dispute between the parties in relation to the Contract and rights and obligations of the parties ensuing from the contractual relation, the dispute shall be referred to the general court in the place of the registered office of DEKRA.

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