

No. of Contract:	
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## Framework Contract of Sale

Concluded according to §269 (2) a §409 and following of the Act No. 513/1991 Coll. the Commercial Code as amended

Seller	
Business Name	eD system a.s.
Registered Seat	Novoveská 1262/95, Mariánské Hory, 709 00 Ostrava, Czech Republic
Identification Number	479 74 516
Registration	Commercial Register of the Regional Court Ostrava, Section B, File No. 2613
acting through its branch established in Slovakia	
Business Name	eD system a.s., organizačná zložka Slovensko
Registered Seat	Pestovateľská 9, Bratislava - mestská časť Ružinov 821 04, Slovakia
Identification Number	51 915 529
Registration	Commercial Register of the Regional Court Bratislava III, Section Po, File No. 5403/B
VAT Identification Number	SK4120085035
Deputy	Martin Lukánek, Director of the Branch

Buyer	
Business Name	
Registered Seat	
Identification Number	
VAT Identification Number	
Registration	
Deputy	
Telephone Number	
E-mail	
Payment Details	
IBAN	
SWIFT / BIC	

### 1 Subject-Matter of the Contract and the Sale

- 1.1 Subject-matter of this Contract includes (i) framework regulation of contractual conditions of conclusion of particular and partial Sales Agreements (hereinafter as the "**Sales Agreement**") between Seller and Buyer, whose subject-matters cover sale of the Goods by the Seller to the Buyer, transfer of the ownership rights or rights to use the Goods and licenses to the software, for purpose of their further sale or transfer to the end customer and (ii) regulation of mutual rights and duties of the Parties.
- 1.2 Subject-matter of the sales and transfers according to the Sales Agreement includes computer technology, electrical devices, software, licenses and other goods according to the selection on the Seller's website ([www.edsystem.sk](http://www.edsystem.sk)) (hereinafter as the "**Portal**"), which Buyer orders from the Seller under the conditions stipulated in this Contract (hereinafter as the "**Goods**").
- 1.2 The Parties expressly agree that Sales Agreement is concluded on the moment of Order Confirmation under the conditions stipulated in the GTC. Special agreements agreed in the Sales Agreement have precedence before the regulation stipulated in this Contract.

### 2 General Terms and Conditions and Complaint Policy

- 2.1 The Parties expressly agree that contractual relations established by this Contract and Sales Agreement shall be regulated by the General Terms and Conditions for Entrepreneurs and Legal Entities (hereinafter as the "**GTC**") and by Complaint Policy for Entrepreneurs and Legal Entities (hereinafter as the "**CP**") of the Seller in their current wording. The GTC and CP are published on the Seller's website ([www.edsystem.sk](http://www.edsystem.sk)). This Contract and Sales Agreements have precedence before the GTC and CP.
- 2.2 The Seller is authorized to unilaterally amend the GTC and CP. Conditions of change of the GTC and CP are stipulated in the GTC and CP.
- 2.3 By signing this Contract and sending the Order the Buyer confirms that he is fully acquainted with the GTC and CP and agrees without any reservation that contractual relations established by this Contract and Sales Agreement will be regulated by them.
- 2.4 Definitions stipulated in the GTC and CP are valid for this Contract and amend definitions stipulated herein.

### 3 Price, Payment Conditions and Sanctions

- 3.1 The Parties agree that the Buyer shall pay to the Seller the Price for the Goods, which is assigned to the respective Goods on Portal in time of the Order Confirmation. The Price published on the Portal shall include the value added tax and other fees under the law (e.g.

payments according to the waste regulations and payments to the copyright protection associations), if it is expressly stipulated therein. The Price shall not include the Costs of Delivery, which are stated in the Order and Order Confirmation separately.

- 3.2 The Buyer shall pay the Price via cashless transfer to the benefit of the Seller's bank account stated in the Invoice.
- 3.3 The Parties expressly agree that accounting and tax documentation including Invoices may be sent electronically (e.g. in .pdf). Electronic invoice is the proper invoice issued under the §74 of the Value Added Tax Act, which the Seller issues only electronically and sends it to the Buyer via e-mail or other interfaces for electronic data exchange or disclosure between the Parties as a special file in .pdf or .xml form or other suitable form determined by the Seller (hereinafter as the "**Electronic Invoice**"). The Seller is authorized to issue and send Invoices and other documentation also electronically as Electronic Invoice, whereas the Buyer grants his explicit and irrevocable consent with issuing, sending and delivering the Electronic Invoice according to the §71 (1) (b) of the Value Added Tax Act by his confirmation of the GTC. Issuing, sending and delivering the Electronic Invoice shall also mean its disclosure through the Portal, whereas the Seller will find the Electronic Invoice after log in to his account on Portal. Electronic Invoices may be delivered, sent or disclosed to the Buyer also as one file, whereas data, which are common for all invoices, may be stated only once, if all data for each Electronic Invoice is disclosed. The Buyer shall ensure the security of his access data to his account on the Portal and is fully liable for their misuse including orders of the Goods made by third persons, which used Buyer's access data.
- 3.4 Payment and due terms are stipulated in the GTC and/or in the Invoices. The Parties further agree that the Seller is authorized to request from the Buyer to pay the late interest of 0.03% of the owed amount for each day of delay. This agreement shall not exclude the Seller's claims for reimbursement of any damage in full amount.
- 3.5 The Buyer declares and this declaration herewith confirms by signing this Contract, that he extends the limitation period for the application of the rights and claims from this Contract or any Sales Agreement, which Seller may have against the Buyer, to ten (10) years from the moment when the relevant limitation period related to the respective right or claim began to run for the first time.

#### **4 Special Rights and Duties**

- 4.1 The Parties expressly agree that the Buyer shall not (i) assign any of his claims against the Seller originating from this Contract or Sales Agreements, to any third subject including the related persons, (ii) establish any rights in favor of any third subject to any claims against the Seller originating from this Contract or Sales Agreements, including pledges and liens, (iii) retain any sums and payments charged in the Invoices or claimed under this Contract, Sales Agreements, the GTC and CP by the Seller and (iv) unilaterally set off any his claims against the Seller originating from this Contract or Sales Agreements with Seller's claims against the Buyer.
- 4.2 The Buyer shall cooperate with the Seller in fulfilling his obligations under tax and accounting law, in particular he is obliged to confirm the balance of receivables and liabilities that the Seller sends to him to the Seller. In particular, the Buyer shall pay the Seller compensation corresponding to the amount of value added tax which the Seller paid on behalf of the Buyer as guarantor or to which the Seller was obliged to pay on behalf of the Buyer as guarantor.
- 4.3 The Buyer shall fully respect all intellectual and industrial property rights attached to the Goods. The Buyer is obliged to immediately notify the Seller of any rights or claims arising from intellectual or industrial property rights that have been asserted by third parties against the Buyer in connection with the Goods.
- 4.4 The Buyer is fully liable to the Seller for any damage, including actual damage and lost profits, caused by breach of any legal or other obligation arising from this Contract, Sales Agreements, GTC, CP or law.
- 4.5 The Parties shall notify each other of any changes related to their data within seven (7) days of such changes taking effect. Changes under this point include, in particular, changes in the business name, registered seat, place of business, sale of the business or part thereof, any type of merger or division, liquidation, cancellation without liquidation, or motion for restructuring or bankruptcy.
- 4.6 The Parties agree to fully recognize mutual communication by electronic means, unless this Contract expressly requires another form, in particular by electronic mail and the Portal (hereinafter referred to as "**Electronic Communication**"). Electronic Communication is effective and binding even without a qualified electronic signature. The Buyer shall ensure the protection of his access data to the Portal and to his electronic means for Electronic Communication against their loss, destruction or theft, and he shall not disclose them to any third party and bears full responsibility for their use or misuse by third parties. It is not possible to amend this Contract or to perform legal acts resulting in the amendment or termination of this Contract by means of Electronic Communication.

#### **5 Law and Jurisdiction**

- 5.1 This Contract, Sales Agreements, GTC, CP and contractual relations governed by them are fully governed by the Laws of Slovakia and Slovak Commercial Code. The Parties expressly agree that contractual relationships established by this Contract, Sales Agreements, GTC, CP and related contractual relationships will not be ruled by the United Nations Convention on Contracts for the International Sale of Goods (CISG) in accordance with Article 6 of this Convention. This clause applies only if the Buyer is a foreign person.
- 5.2 Pursuant to the provisions of Section 37e of Act No. 97/1963 Coll. on Private and Procedural International Law as amended, and Article 25 of Regulation (EU) No. 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters as amended, jurisdiction to settle disputes under the Contract, Sales Agreements, GTC, CP and/or from relations that are directly or indirectly related to them, to their content and/or their subject, belong exclusively to the **courts of Slovakia**.

## 6 Personal Data Protection

- 6.1 The Buyer, to whom the Personal Data Protection Regulations apply (hereinafter for the purposes of this article as the "**Data Subject**"), acknowledges that by the conclusion of this Contract and/or any Sales Agreement the Seller (hereinafter for the purposes of this Article as the "**Controller**") is given the right to process the Buyer's personal data pursuant to Article 6 paragraph 1 (b) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter "**GDPR** ") and §13 (1) (b) of Act No. 18/2018 Coll. on the Protection of Personal Data and on the Amendment of Certain Acts as amended (hereinafter referred to as the "**Personal Data Protection Act**") (GDPR and the Personal Data Protection Act hereinafter jointly and separately as the "**Personal Data Protection Regulations**").
- 6.2 The information on Controller's **data protection officer** is published on the Controller's website ([www.edsystem.sk](http://www.edsystem.sk)), if designated.
- 6.3 The **purpose of processing** the Personal Data of the Data Subject by the Controller is **(i)** sale and delivery of Goods by the Controller to the Data Subject, **(ii)** conclusion and fulfillment of Sales Agreements, **(iii)** collection and enforcement of the claims from Sales Agreements and **(iv)** operation of the Data Subject's Portal and account through which the Data Subject in particular orders the Goods and the Controller delivers accounting documents. In the case of granting consent by the Data Subject, the purpose of processing the Data Subject's personal data by the Controller on the basis of the granted consent is also **(v)** sending newsletters and marketing messages to the Data Subject, **(vi)** inclusion of the Data Subject in customer surveys by the Controller and **(vii)** other purposes stated in consent of the Data Subject.
- 6.4 The **legal basis for the processing** of Personal Data is **(i)** the performance of the contract and fulfillment of the Controller's contractual obligations under this Contract and any Sales Agreement to which the Data Subject is also a party (Article 6 paragraph 1 (b) of the GDPR and §13 paragraph (1) (b) of the Personal Data Protection Act) and **(ii)** the legitimate interest of the Controller (Article 6 paragraph 1 (f) of the GDPR and §13 (1) (f) of the Personal Data Protection Act) in the proper and full performance of this Contract and each individual Sales Agreement and possible enforcement of Controller's or third party's claims against the Data Subject.
- 6.5 If the purpose of processing Personal Data is to send newsletters and marketing messages to the Data Subject and/or to include the Data Subject in the Controller's customer surveys, and/or other purposes specified in the Data Subject's consent (clause 6.3 (v) to (vii) of this Contract), the legal basis for the processing of the Personal Data of the Data Subject is his consent. Consent to the processing of personal data is granted through a special form.
- 6.6 The Controller will process the Personal Data of the Data Subject in the following extent (list of personal data): **(i)** identification data (name and surname, birth surname, titles before and after name, date of birth, identification number, VAT identification number, entries in registers, online identifiers, IP addresses, signatures), **(ii)** contact details (addresses / permanent residence, temporary residence, other residence, billing address, delivery address, e-mail address, telephone number, fax number), **(iii)** economic identity data (bank numbers accounts, numbers of tax, accounting, delivery and other documents, data on payments, debts and liabilities), **(iv)** other data on legal identity (data on contracts and other legal acts, data on non-financial liabilities, rights and claims, data on activities, actions and behavior, data from cookies and shopping preferences) and **(v)** other personal data processed in accordance with legal regulations (hereinafter referred to as "**Personal Data**"). Personal Data does not include the contact details of a legal entity.
- 6.7 The **storage period of Personal Data** is the time required to assert the claims of the Data Subject and/or the Controller in court proceedings determined in accordance with §387 to 408 of the Slovak Commercial Code. If the Personal Data are processed on the basis of consent, the storage period of Personal Data is the duration of this Agreement + twenty four (24) months from the termination of this Agreement, unless otherwise agreed in the consent.
- 6.8 The providing of Personal Data is a contractual requirement as well as a requirement for the conclusion of a contract between the Controller and the Data Subject, which is necessary for the purposes specified in the clause 6.3 (i) to (iv) of this Contract. Providing the Personal Data under clauses 6.3 (v) to (vii) of this Contract is voluntary.
- 6.9 The Controller does not use automated individual decision making or profiling.
- 6.10 The Data Subject acknowledges that his Personal Data will be transferred to another Member State of the European Union (Czech Republic) for the purpose of their processing by a third party (processor). The Data Subject grants the Controller his consent to process his Personal Data through a third party designated by the Controller. Personal Data will not be published, made available or provided to a third party, except for the person referred to in the previous sentences, persons used to deliver the Goods or persons who provide legal, accounting and economic or audit services to the Controller.
- 6.11 The Data Subject has the rights of the data subject under Chapter III of the GDPR and the Title II of the Personal Data Protection Act, in particular he has **(i)** the right to information under Articles 13 and 14 of the GDPR and §19 to 21 of the Personal Data Protection Act and notifications under Articles 15 to 22 and Article 34 of the GDPR and §22 to 28 and §41 of the Personal Data Protection Act related to the processing of the Data Subject's Personal Data in a concise, transparent, intelligible and easily accessible form, using clear and plain language and provided in writing or by other means and where necessary by electronic means, **(ii)** the right to access his Personal Data, **(iii)** the right to rectify the Personal Data, **(iv)** the right to erase the Personal Data (right to be forgotten), **(v)** the right to restrict the processing of Personal Data, **(vi)** the right to be notified that the Personal Data has been rectified, erased or its processing has been restricted, **(vii)** the right to the portability of the Personal Data if their processing is carried out on the basis of consent or contract and is carried out by automated means, **(viii)** the right to object to the processing of the Personal Data, **(ix)** the right not to be subject to automated individual decision-making, including profiling, **(x)** the right to withdraw consent to the processing of Personal Data at any time, and **(xi)** the right to complain to the supervisory authority (Office for Personal Data Protection of the Slovak Republic, [www.dataprotection.gov.sk](http://www.dataprotection.gov.sk)) and to file a proposal to initiate proceedings on personal data protection. The scope, restrictions and methods of exercising these rights are set out in Chapter III of the GDPR and Title II of the Personal Data Protection Act.

- 6.12 The rights of the Data Subject and the basic principles of personal data processing are published on the Controller's website ([www.edsystem.sk](http://www.edsystem.sk)).
- 6.13 The Data Subject has the right to object to the processing of the Personal Data if they are processed for reasons of public interest, legitimate interest or for direct marketing purposes. Objections to the processing of the Personal Data can be made in writing to the address of the Controller or by e-mail to the address [recepacia@edsystem.sk](mailto:recepacia@edsystem.sk).
- 6.14 The Data Subject is entitled to revoke the consent to the processing of the Personal Data, if the processing of such Personal Data is carried out only on the basis of his consent, in writing to the address of the Controller or electronically to the address [recepacia@edsystem.sk](mailto:recepacia@edsystem.sk).
- 6.15 The supervision of personal data processing is performed by the Office for Personal Data Protection of the Slovak Republic with its registered office at Hraničná 4826/12, 820 07 Bratislava - Ružinov. The Data Subject is entitled to file a motion to initiate personal data protection proceedings to this office as a supervisory authority.

## **7 Final Provisions**

- 7.1 This Contract shall enter into force upon its signature by both Parties. The effectiveness of the Sales Agreement is governed by the relevant provisions of the GTC.
- 7.2 This Contract is concluded for an indefinite period of time. The way of its termination is regulated exclusively by the GTC or this Contract. The Parties expressly agree that the provisions of §345 to 349 and §436 to 440 of the Slovak Commercial Code shall not apply to the contractual relationship established by this Contract, Sales Agreements, GTC, CP and related contractual relationships. The Parties agree that this Contract may be terminated for any reason, or without giving a reason, giving three months' notice, which starts to run on the first day of the calendar month immediately following the calendar month in which the notice is delivered to the other Party.
- 7.3 The Parties agree that this Contract supersedes any previous agreements and contracts concluded between the Parties, the subjects of which are identical to the subject of this Agreement, which are hereby terminated, including the contract on business relations. This provision shall not apply to any outstanding obligations or claims between the Parties under these agreements or contracts.
- 7.4 If any provision of this Contract becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity and effectiveness of the other provisions. The Parties agree to replace the invalid or ineffective provision with a new one that corresponds as closely as possible to the nature of the original agreement of the Parties.
- 7.5 This Contract and individual Sales Agreements may only be amended in writing by agreement of the Parties in the form of an addendum numbered according to the order of its conclusion. This does not affect the right of the Seller to unilaterally change the GTC and CP.
- 7.6 The Parties declare that they are legally capable, their will is free and serious, the expression of their will is sufficiently clear and certain, the contractual freedom is not limited and the legal act is done in the prescribed form. The Parties have read the Contract and unconditionally agree with its provisions. The Contract was not concluded in distress or even under noticeably unfavorable conditions.
- 7.7 This Contract is made in number of its copies corresponding to the number of Parties, with each Party receiving one (1) copy.

.....  
(Place and date of signing)

.....  
**Seller**

.....  
(Place and date of signing)

.....  
**Buyer**