

General Business Terms and Conditions for Contractual Relations with Cooperating Parties

I. General Provisions

- 1.1. These General Business Terms and Conditions (the “GTCs”) shall govern the rights and obligations in all legal relations arising between Büro Milk s.r.o. with its registered office at Klemensova 4, 811 09 Bratislava, ID No.: 36 768 138, registered in the Commercial Register of the District Court of Bratislava I, Section: Sro, File No. 45599/B, (the “Company”) and persons which cooperate with the Company on the basis of contractual and legal relationship with the Company within the performance of its business activities (the “Cooperating Party(Parties)”) and which provide contractually specified services and/or performance to the Company (the “Services and Performances”).
- 1.2. The Company is a company established under Slovak law and is engaged in, *inter alia*, the field of advertising, promotional and marketing services, publishing periodical and non-periodical publications and market and public opinion research, while cooperating with the Cooperating Parties in the areas of securing, streamlining and promoting its business activities and market position (the “Business”).
- 1.3. The Company needs and is interested in the provision of services/performances required for and/or related to its Business by the Cooperating Parties, with regard to their status, capabilities, knowledge and skills, personal and time capacities declared by them.
- 1.4. The Cooperating Parties are entities that provide Services and Performances to third parties and that wish to provide such Services and Performances to the Company for the purposes of carrying out its Business, according to the Company’s assignments, instructions and requirements.
- 1.5. For the purposes of these GTCs, the Cooperating Parties shall mean individuals and legal entities regardless of their legal status, domicile and the nature of their activities, in particular:
 - 1.5.1. persons conducting business on the basis of a trade license;
 - 1.5.2. persons conducting business under special legal regulations;
 - 1.5.3. persons engaged in a unique creative intellectual activity, the results of which are perceptible to the senses, regardless of their form, content, quality, purpose, form of expression or degree of completion; and
 - 1.5.4. persons carrying out activities which are not a trade or business.
- 1.6. These GTCs form an inseparable part of each cooperation agreement, mandate agreement and/or other type of agreements the subject of which is the provision of the Services and Performances concluded between the Company and the Cooperating Parties in written or oral form (the “Agreement”). The validity and effectiveness of the terms and conditions that are different from or additional to the GTCs agreed by the Company and the Cooperating Parties in the Agreement shall require their written form.

- 1.7. By concluding the Agreement, the Cooperating Parties represent and warrant to the Company that it is within their professional personal capabilities, knowledge and skills, and personal and time capabilities/capacities to provide the Company with the Services agreed by the Parties under the terms and conditions set out in the Agreement, and that the performance of the Agreement will be provided solely through them.

II. Conclusion of the Agreement

- 2.1. Prior to the conclusion of the Agreement, the Company and the Cooperating Party shall agree on the essential details of the Agreement, in particular:
 - 2.1.1. the specifications of the Services and Performances;
 - 2.1.2. the remuneration for the Services and Performances (the “Remuneration”);
 - 2.1.3. the period for which the Agreement is concluded;
 - 2.1.4. the manners and reasons for its termination;
 - 2.1.5. special contractual arrangements not regulated herein and/or agreed by the Parties differently from these GTCs, if any.
- 2.2. The Cooperating Party shall provide the Company with the required identification details i.e., in particular:
 - 2.2.1. as regards an individual – non-entrepreneur: his/her name and surname, date of birth and permanent residence address;
 - 2.2.2. as regards an individual – entrepreneur: name and surname, date of birth, ID No., Tax ID No./VAT ID No., permanent residence address and, if applicable, the place of business and the specifications of the registration in the relevant register of entrepreneurs;
 - 2.2.3. as regards a legal entity – (business) name, ID No., Tax ID No./VAT ID No., address of the registered office and the specifications of the registration in the relevant register.
- 2.3. The Agreement, the subject of which is the provision of the Services and Performances, shall be deemed to be concluded at the moment of the mutual acceptance of its draft, i.e., at the moment when the Company and the Cooperating Party accept it simultaneously, or at the moment when one of the Parties (the Company or the Cooperating Party) accepts it after the other party has done so. The Agreement can be concluded in writing or orally/by the explicit expression of a will; in the event of doubt or discrepancy as regards the specific contractual terms and conditions of an Agreement concluded orally, the opinion of the Company shall prevail.

III. Subject of the Agreement – Services and Performances

- 3.1. The Agreement can be concluded as:
 - 3.1.1. an agreement for the provision of specific and agreed Services and Performances
 - the Cooperating Party shall provide and/or repeatedly/continuously provide the Services and Performances defined/specified in the Agreement to the Company;
 - 3.1.2. a framework agreement for the provision of a certain agreed type of the Services and Performances

- the Cooperating Party shall provide the Services and Performances to the Company at its request and/or repeatedly/continuously, which will be individually and or specifically determined/specified in the individual orders of the Company (the “Order(s)”).

3.2. In the Order, the Company shall identify/specify the specific Services and Performances to be provided by the Cooperating Party, the time/period and manner/form of the performance and delivery of the Services and Performances and the remuneration of the Cooperating Party. The Order shall become mutually binding upon its express or implicit acceptance by the Cooperating Party.

3.3. In the event that the Company and the Cooperating Party agree on terms and conditions in the relevant Order that differ from the terms and conditions/provisions of the Agreement and/or the GTCs, the rights and obligations set out in the relevant Order shall prevail over those set out in the Agreement and/or the GTCs.

IV. Remuneration for the Services and Payment Terms and Conditions

4.1. The Cooperating Party shall be entitled to the Remuneration for the Services and Performances actually provided in a due and timely manner. The Remuneration shall also include the remuneration of the Cooperating Party for the creation and/or granting of consent to use the result(s) of the Services and Performances, which shall be protected as copyrighted work(s) and/or other subject(s) of industrial/intellectual property rights (the “License”), and the right to transfer/assign the License or individual rights thereto to third parties (the “Sublicense”), unless the Parties agree otherwise in the Agreement or the Order. If the Remuneration includes a remuneration for the granting of the License and the Sublicense, its amount shall respect the requirements and terms and conditions of Act No. 185/2015 Coll., the Copyright Act, as amended, and thus it shall be deemed by the Parties to be a fair remuneration corresponding to the manner, scope, purpose and time of use of the copyright work(s) and/or other subject(s) of industrial/intellectual property rights, which the Cooperating Party accepts without reservations by concluding the Agreement, confirming the Order and/or accepting the GTCs.

4.2. The amount of the Remuneration, the form of its payment, as well as other payment terms and conditions, if any, shall be determined by agreement of the Parties in the Agreement and/or the Order. The payment of the Remuneration or any part thereof shall be understood as the receipt of the amount paid in cash by the Cooperating Party and/or the crediting of the amount paid via wireless transfer to the account designated by the Cooperating Party.

4.3. The Cooperating Party shall be entitled to the Remuneration at the moment of acceptance of the relevant Services and Performances by the Company without any reservations/comments/complaints, unless the Parties agree otherwise. In the event that the Cooperating Party fails to provide and/or deliver the Services and Performances to the Company in a due and timely manner (not in their entirety and/or with defects), the Company shall be entitled to:

4.3.1. not accept the provided Services and Performances

- in this case, the Cooperating Party shall not be entitled to the payment of any Remuneration or reimbursement of any costs incurred by the Cooperating Party in connection with the performance of the subject of the Agreement;
- 4.3.2. request that the provided Services and Performances be repaired/adjusted/supplemented/completed
- in this case, the Company shall be entitled to reduce the Cooperating Party's entitlement to the payment of the Remuneration on a pro rata basis, to which the Cooperating Party agrees without reservations by way of the factual delivery of the remedied/adjusted/supplemented/completed Services and Performances; or
 - at the Company's sole judgment and discretion, the Company shall award and pay the Cooperating Party the Remuneration in the (originally) agreed amount for the additionally received repaired/adjusted/supplemented/completed Services and Performances.
- 4.4. The Company shall pay the Remuneration to the Cooperating Party:
- 4.4.1. in the case of a Cooperating Party (individual or legal entity) with the status of a non-entrepreneur under the relevant Agreement and/or Order, by the twenty-fifth (25th) day of the calendar month following the calendar month in which the Cooperating Party's entitlement to payment of the Remuneration arose;
- 4.4.2. in the case of a Cooperating Party (individual or legal entity) with the status of an entrepreneur, on the basis of a tax document (invoice) fulfilling all statutory requirements issued by the Cooperating Party, within fourteen (14) days from the date of the Cooperating Party's entitlement to its payment and its subsequent billing, unless the Company and the Cooperating Party agree otherwise.
- 4.5. Upon its agreement with the Cooperating Party, the Company shall withhold from the Remuneration a contribution to the relevant art fund and withhold income tax in accordance with special regulations, if the nature of the Services and the Performance or the results thereof so require.
- 4.6. In addition to the payment of the Remuneration, the Cooperating Party shall not be entitled to the reimbursement of any costs related to the Agreement and the subject of its performance/provision of the Services and Performances, unless the Parties agree otherwise.

V. Rights and Obligations of the Parties

- 5.1. The Cooperating Party shall provide the Services and Performances under the Agreement and/or the Order on its own account and responsibility, and shall act and proceed in a proper and timely manner with due professional care and at the required professional level, respecting generally binding legal regulations, moral rules, good manners and fair business practice, and with the use of the means, facilities and material support, as agreed by the Parties.
- 5.2. The Cooperating Party shall create and provide the Services and Performances under the Agreement and/or the Order in such a way that they or the results thereof do not contain any facts which unlawfully interfere or may interfere with the rights or legally protected interests of others or could be in conflict with the law and/or good morals or could be deemed to be indecent or

derogatory (i.e., insulting the human race or an ethnic group, or religious or political beliefs, promoting and/or encouraging any form of discrimination) or which could damage the good name or reputation of the Company. The Cooperating Party shall be liable for all possible infringements of the rights and/or legitimate interests of third parties and/or the Company and/or damage incurred in direct and/or indirect connection with the Cooperating Party's performance of the subject of the Agreement and/or the Order, and shall satisfy all claims of the affected parties and compensate them in full for damage caused, even if the Company is identified/deemed to be the primarily responsible party/obligor.

- 5.3. Upon the performance of the subject of the Agreement and the provision of the Services and Performances, the Cooperating Party shall follow the Company's instructions, requirements and suggestions (including any time limits/deadlines determined by the Company for the performance of the subject of the Agreement and/or the Order) and in accordance with the Company's interests which the Cooperating Party knows or must know. The Cooperating Party shall notify the Company of any and all facts and circumstances which he/she/it becomes aware of upon the performance of the subject of the Agreement and/or the Order and which may affect the performance of the subject of the Agreement and/or the Order and/or which may cause the Company's instructions, requirements and/or suggestions to be changed and/or which could result in damage. The Cooperating Party may only deviate from the Company's instructions, requirements and/or suggestions upon the performance of the subject of the Agreement and/or the Order only if the observance of/compliance with them would objectively result in damage to the Company's rights and interests and/or damage to the rights of third parties and/or cause damage and the Cooperating Party cannot ensure the Company's consent to such action/conduct well enough in advance.
- 5.4. Upon the provision of the Services and Performances, the Cooperating Party shall act and proceed in the best interests of the Company and perform the same under the Agreement and/or the Order so that the Company's rights and legitimate interests and the goodwill and reputation are fully protected/preserved. The Cooperating Party's breach of the obligation under the preceding sentence shall be deemed to be a serious breach of the Agreement and/or the Order entitling the Company to withdraw from the Agreement and/or the Order and to claim a contractual penalty of EUR 10,000.00 (in words: ten thousand euros) against the Cooperating Party for each individual breach, unless a different amount of the contractual penalty is agreed in the Agreement and/or the Order. The payment of the contractual penalty shall be without prejudice to the Company's right to compensation for the damage incurred. The Cooperating Party shall spread the good name and reputation of the Company, the Business and its results/outputs in public, its surroundings and its activities.
- 5.5. The Cooperating Party shall not be entitled to act in any way in the name or on behalf of the Company, bind the Company, make representations, take legal acts or carry out activities unrelated to the Company's business and the performance of the Agreement and/or the Order, influence or interfere in any way with the Company's status as an entrepreneur, and the Cooperating Party shall in no way be entitled to use business name of the Company or its clients or third parties with whom the Company cooperates without the Company's prior written consent. Any breach of the prohibition under the preceding sentence by the Cooperating Party shall be deemed to be a serious breach of the Agreement entitling the Company to withdraw from the

Agreement and/or the Order and to claim a contractual penalty of EUR 10,000.00 (in words: ten thousand euros) against the Cooperating Party for each individual breach, unless a different amount of the contractual penalty is agreed in the Agreement and/or the Order; the payment of the contractual penalty shall be without prejudice to the Company's right to claim compensation for the damage incurred.

5.6. The Cooperating Party shall perform the subject of the Agreement and/or the Order:

5.6.1. in the case of an individual (entrepreneur or non-entrepreneur) exclusively through his/her person;

5.6.2. in the case of a legal entity, exclusively through the individual designated in the Agreement and/or Order responsible for the implementation/performance of the subject of the Agreement and/or Order,

unless the Company gives its prior consent to the Cooperating Party to ensure the performance of the subject of the Agreement and/or the Order through another person. If the Cooperating Party, with the Company's prior consent, entrusts the performance of the subject of the Agreement and/or the Order to another person, the Cooperating Party shall be liable for the proper and timely performance of the subject of the Agreement and/or the Order as if it were performing it itself; in this case, the Cooperating Party shall provide the Company with written representations of the Company's unrestricted right to use the Services and the Performances and/or the results thereof, and to settle the Company's claims therefrom and/or in connection therewith at the Company's own expense.

5.7. The Company shall be entitled to inspect the performance of the subject of the Agreement and/or the Order at any time, whereby the Cooperating Party shall, upon the Company's request, inform the Company of the status of the performance of the subject of the Agreement and/or the Order and the provided Services and Performances. In the event that during the inspection, the Company detects deficiencies/defects of the provided Services and Performances and/or makes comments about and/or requests the modification/adjustment of the performance of the subject of the Agreement and/or the Order, the Cooperating Party shall be obliged to rectify the deficiencies, defects and/or unfinished work of the provided Services and Performances reasonably raised by the Company and notified to the Cooperating Party without undue delay, but not later than three (3) days from the date of receipt of the Company's notification/request, unless the Parties agree on a different deadline.

5.8. The Cooperating Party shall perform the subject of the Agreement and/or the Order / provide the Services and Performances in close assistance with the Company. The Parties shall keep each other informed of any matter or fact which is, or which the relevant Party should know is relevant to the performance of the subject of the Agreement and/or the Order / the provision of the Services and Performances, and the Cooperating Party shall thereafter comply with the Company's instructions, requirements and suggestions.

5.9. In the event that during the provision of the Services and Performances, the Cooperating Party acquires, obtains and/or receives, a pecuniary or non-pecuniary consideration designated for the Company, the Cooperating Party shall, immediately upon its acquisition, obtaining/receipt, inform the Company thereof and follow the Company's instructions regarding the disposal of such pecuniary or non-pecuniary consideration.

- 5.10. The Company shall provide the Cooperating Party with any and all necessary information, documents and materials required and necessary for the performance of the Agreement and/or the Order and the performance and execution of the Services and Performances, if these are in its possession.
- 5.11. The Cooperating Party shall use the items and means entrusted to him/her/it by the Company, if any, for the purpose of performance of the subject of the Agreement and/or the Order efficiently, economically and with professional care so as not to cause excessive wear, damage, destruction or theft thereof. The Cooperating Party shall not be liable for damage to the entrusted items and means unless such damage could not have been avoided even with the exercise of due professional care.
- 5.12. The Cooperating Party agrees to use the documents, information, materials and items and means received and obtained from the Company directly or for the purpose of the provision and the execution of the Services and Performances under the Agreement and/or the Order, and thus at the Company's expense, solely in connection with the performance of the subject of the Agreement and/or the Order for the Company.

VI. Industrial/Intellectual Property Rights

- 6.1. Unless the Parties agree otherwise in the Agreement and/or the Order, if any copyright work(s) and/or other subject(s) of industrial/intellectual property right(s) are created by the Cooperating Party in the course of the provision of the Services and Performances under the Agreement and/or the Order, irrespective of its/their type and form (the manner of its/their creation, including the combination of other works and the processing of another work or several works), the copyright work(s) and/or other subject(s) of industrial/intellectual property right in question shall be deemed to have been created by the Cooperating Party on the order of the Company, and the Company, the Client and/or the third party designated by the Company shall be entitled to use the copyright work(s) and/or other subject(s) of industrial/intellectual property right for any purpose within the scope of their activities without any limitation (material, territorial, time limitation or limitation of the manner of use), to which the Cooperating Party grants its consent to them - the License. By concluding the Agreement, confirming the Order and/or accepting the GTCs, the Cooperating Party simultaneously grants a Sublicense to the Company. The Cooperating Party grants the Company an exclusive License and thus shall not be entitled to use the copyright work(s) and/or other subject(s) of industrial/intellectual property rights so created (on the Company's order) himself/herself/itself, or to grant any other person(s) consent to its/their use. The Company shall acquire the right to use the copyright work(s) and/or other subject(s) of industrial/intellectual property right in question (the "License") at the moment of their creation, whereby, under the License, the Cooperating Party shall grant the Company his/her/its consent to perform any intervention into the copyright work(s) and/or other subject(s) of industrial/intellectual property right in question, or any modification or alteration of the copyright work(s) and/or other subject(s) of the industrial/intellectual property right(s), the combination of the copyright work(s) and/or other subject(s) of the industrial/intellectual property right(s) with other works. The factual use of the License shall be at the Company's free discretion and the Company shall not use it in whole or in part or in relation to individual works/subjects.

VII. Liability for Defects

- 7.1. The Cooperating Party shall be liable for defects of the Services and the Performances or the results thereof at the time of their delivery to the Company, including defects that become apparent or manifest themselves subsequently. At the same time, the Cooperating Party shall be liable for any/all defects of the Services and the Performances and/or the results thereof, if caused by a breach of its obligations (under the Agreement, the GTC and/or the Order).
- 7.2. The Cooperating Party shall be liable for legal defects of the Services and Performances or the results thereof, i.e., for their encumbrance by rights of third parties, including rights arising from the industrial or other intellectual property.
- 7.3. If during or after the performance of the subject of the Agreement and/or the Order and the provision of the Services and the Performances, any infringement of the industrial or intellectual property rights of third parties or failure to satisfy their legitimate claims by the actions of the Cooperating Party is detected, the Cooperating Party shall settle all such rights and satisfy the claims of third parties in full, at its own expense and without any claim for their subsequent assertion against the Company.

VIII. Protection of Confidential Information and Confidentiality

- 8.1. For the purposes of the Agreement, the GTCs and/or the Orders, the following terms shall mean and/or be understood to mean:
- 8.1.1. Confidential Information means any and all information whatsoever in any form, or format captured materially or provided orally to the Cooperating Party or otherwise obtained by the Cooperating Party concerning:
- i. the Company's comprehensive business policy strategy, and any and all marketing activities, projects, plans and strategies, strategies for the ordering and sale of services and sales activities, any and all information of an economic, accounting and tax nature (jointly the "Economic and Marketing Information");
 - ii. any and all circumstances and aspects of the Services and Performances, the subject of the Agreement and the Economic and Marketing Information (in particular, but not limited to, information regarding the subject, content, intentions and purposes of the Services and Performances, the Company's activities and projects, implementation and financial relations and aspects related to its Business, Economic and Marketing Information, as well as business, legal, technical and other documentation related to the Services and Performances, the Company's works, projects and activities and the Economic and Marketing Information); and
 - iii. the Company, its Related Parties and other persons participating in the functioning and carrying out of the Company's Business, its activities and projects and intentions (in particular, but not limited to, any information which indicates or from which such fact can be derived that the Company and/or its Related Parties or other persons are participating or involved in the Company's Business, operation, innovations or projects, or their preparation and planning in any form whatsoever);
- 8.1.2. Unauthorized Person means any individual or legal entity, except for:

- i. the Company and its Related Parties; and
 - ii. other persons participating in the Company's Business which, in relation to the Confidential Information, are obliged to keep confidentiality to the same extent as the Cooperating Party;
 - 8.1.3. Controlling Person means in relation to any legal entity any person designated as a controlling person pursuant to Section 66a of the Commercial Code;
 - 8.1.4. Controlled Person means in relation to any legal entity any person designated as a controlled person pursuant to Section 66a of the Commercial Code;
 - 8.1.5. Related Party means in relation to any legal entity any person designated as the Controlled Person or the Controlling Person of such legal entity.
- 8.2. The Cooperating Party shall keep and ensure that each person participating in his/her/its activities/provision of the Services and each of his/her/its co-workers and advisors keep any and all Confidential Information confidential. The Cooperating Party shall protect Confidential Information against any theft, damage, loss, destruction and unauthorized access or disclosure to any Unauthorized Person.
- 8.3. The Cooperating Party shall be entitled to use the Confidential Information exclusively for and in relation to the performance of the subject of the Agreement, and in no case shall he/she/it be allowed to misuse it or use it for his/her/its own benefit or the benefit of a third party, even if the cooperation with the Company is terminated for any reason whatsoever. Furthermore, he/she/it shall not be allowed to share the Confidential Information regarding with the Related Parties of the Cooperating Party.
- 8.4. The Cooperating Party shall not be allowed, without the Company's prior written consent, to issue any official or unofficial public notice in any form which will include any Confidential Information or from the content of which any Confidential Information could be deduced through interpretation.
- 8.5. Upon the Company's request, the Cooperating Party shall, to the highest possible extent in which it is objectively possible,:
- 8.5.1. return to the Company (without keeping any copies) any and all documents, records and photographs, data, source codes related to the Services and Performances and the Economic and Marketing Information, as well as all carriers on which any Confidential Information is recorded;
 - 8.5.2. destroy copies of any and all procedures, solutions or other documentation derived from the Confidential Information; and
 - 8.5.3. delete any and all Confidential Information from all computers, hard disks, mobile disks and other devices in which the Confidential Information is saved and/or recorded.
- 8.6. The protection of the Confidential Information shall not apply to the information which:
- 8.6.1. is public from the moment of its creation or has become public later or other than as a result of a breach of the obligations of the Cooperating Party under the Agreement and the GTCs or a breach of obligations of another person participating in the Company's Business and activities;

- 8.6.2. the Cooperating Party is obliged to disclose to another person pursuant to relevant legal regulations or a valid and effective court, administrative or other official decision issued by a competent public authority pursuant to legal regulations,
while in such event, the Cooperating Party:
- i. may disclose the Confidential Information to such other person only to the extent required for the performance of the relevant obligation; and
 - ii. must notify the Company in writing of such fact prior to the disclosure of the relevant Confidential Information and allow it to take appropriate measures in order to protect the confidentiality of the Confidential Information disclosed in such manner.
- 8.7. The Cooperating Party shall pay a contractual penalty in the amount of EUR 10,000 (in words: ten thousand euro) to the Company for each individual breach of any obligation pursuant to preceding Sections of this Article hereof, unless a different amount of the contractual penalty is agreed in the Agreement; the payment of the contractual penalty shall be without prejudice to the Company's claim for compensation for damage.

IX. Personal Data Protection

- 9.1. By concluding the Agreement and/or accepting the Company's Order, the Cooperating Party acknowledges that he/she has provided the Company with the information to be provided when obtaining personal data ("PD") from the data subject, including the information necessary to ensure fair and transparent processing of the PD as set out in the Data Subject Notice, which is published at www.milk.sk/legal-info (the "Notice"). By concluding the Agreement and/or accepting the Order, the Cooperating Party acknowledges to the Company that he/she has become acquainted with the Notice, has had sufficient time and undisturbed space to study it, fully understands its wording and content and is fully aware of its meaning and the facts arising therefrom.
- 9.2. By concluding the Agreement and/or accepting the Order, the Cooperating Party grants his/her consent to the processing of his/her/its personal data to the Company pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No.18/2018 Coll. on the Protection of Personal Data, as amended, provided by the Cooperating Party to the Company during the performance of the Agreement and/or the Order in its information systems, as defined in the Notice for the purposes of:
- 9.2.1. the performance of the Agreement and/or the Order and the internal records of parties cooperating with the Company in the area of the Company's Business designated for the implementation, maintenance and development of the Company's Business (the processing of the PD is necessary and without which it would not be possible to conclude and perform the Agreement and/or the Order);
 - 9.2.2. advertising and marketing purposes - the purposes of notifying the Cooperating Party of the current service offers, activities and media outputs, other activities, projects of the Company, their presentation and promotion, the purposes of raising awareness of the general public about the Company's Business, market and public opinion research, and research regarding the satisfaction of the persons concerned and their analytical evaluation, including sending

reports/presentations about the offered services, activities and media outputs, projects and other activities of the Company, notifications and information related to the Company's Business (providing consent to the processing of PD is a contractual requirement and the failure to do so will prevent the Cooperating Party from being able to be informed of the specified facts).

9.3. By concluding the Agreement and/or accepting the Order, the Cooperating Party represents that he/she has truthfully disclosed all of his/her PD and agrees to notify the Company without undue delay of any change to such PD. The Cooperating Party agrees that the Company shall be entitled to disclose his/her PD to third parties that will be involved in the performance of the Agreement and/or the Order.

9.4. The consent of the Cooperating Party granted pursuant to this Article of the GTCs shall be valid during the performance of the subject of the Agreement and/or the Order and after the termination of the provision of the Services/Agreement/Order for the period during which the Company is obliged to keep records of the PD of the Cooperating Party and/or for the period during which it is necessary for the exercise of the Company's rights or obligations or for the protection of the Company's rights and legitimate interests, and the Cooperating Party acknowledges the same.

X. Final Provisions

10.1. The Agreement, Orders, GTCs and rights and obligations of the Parties arising therefrom and directly not regulated therein, shall be governed by the generally binding legal regulations valid and effective in the Slovak Republic, in particular the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

10.2. By concluding the Agreement, confirming the Order and/or accepting the GTCs, the Cooperating Party confirms that he/she/it agrees without reservation that, with respect to the nature, subject, content, scope and purpose of the Services and the Performance, or the results thereof as well as the nature of the Company's activities and the Economic and Marketing Information, the amount of the contractual penalties under the GTCs is reasonable to ensure the protection of the Company's legitimate interests and represents a realistic estimate of the pecuniary and non-pecuniary damage that could be incurred by the Company as a result of the breach of the Cooperating Party's obligations arising from the Agreement, the Order and/or the GTC.

10.3. The Parties shall deliver the documents related to the Agreement and/or the Order or their performance to the addresses specified in the Agreement and/or the Order. If a Party requires that the documents be delivered to another address than the address specified in the heading of the Agreement and/or the Order, such Party shall be obliged to notify the other Party of the same in writing, and after such notification of a new address the other Party must send the documents to such new notified address of the concerned Party. A document sent by one Party to another Party via a registered letter to the address specified under this Section hereof shall be deemed delivered, even if it is not accepted by the Party to which it was addressed, on the date when it was placed at the post office after the unsuccessful attempt to deliver a document to the designated Party as the addressee.

- 10.4. The Parties may also deliver documents related to the Agreement, Order and/or their performance with the use of electronic means which enable the content of the legal act to be captured and the person who performed the legal act to be identified, whereby such delivery shall be deemed a written form for the needs of this Agreement and/or the Order. If the Party which is the addressee of the document that is being sent with the use of the electronic means requires the confirmation of the authenticity of the written form of the document which is being sent, the Party which is the sender of the concerned document, shall also be obliged to deliver it to the other Party – the addressee, in proper written form in person, via post or a courier service.
- 10.5. In the event that any provisions of the Agreement and/or the Order and/or the GTCs are held to be invalid, ineffective or unenforceable by the Parties, their legal successors, competent courts or other competent authorities:
- 10.5.1. the validity, effectiveness or enforceability of the other provisions of the Agreement and/or the Order and/or the GTCs shall not be affected, or the affected provisions shall be invalid, ineffective or unenforceable only to the affected and the narrowest possible extent, and the other provisions, their meaning and consequences, shall remain in full force and effect;
- 10.5.2. the Parties shall replace the affected provisions by a separate agreement with such valid, effective and enforceable provisions as are as close as practicable to the factual, purpose-made and economic content of the invalid, ineffective or unenforceable provisions of the Agreement and/or the Order and/or the GTCs; or
- 10.5.3. the Parties or their legal successors shall proceed in the concerned case in such a manner that the subject and purpose of the affected provisions are respected to the maximum possible extent and that the contractual and legal relations between the Parties or their legal successors are comprehensively legally binding and legally enforceable.
- 10.6. The Parties agree that they shall first try to resolve in reconciliation – by agreement any disputes arising from and/or related to the performance of the Agreement, Orders and/or GTCs. The Parties have agreed that if they do not reach reconciliation, any disputes arising from or related to the Agreement, including disputes regarding the validity, interpretation or termination, establishment of other legal status, and claims for compensation for damage against the statutory body of the Company pursuant to Act No. 513/1991 Coll., the Commercial Code, as amended, shall be resolved in arbitration pursuant to Act No. 244/2002 Coll. on Arbitration, as amended (the “Arbitration Act”), by a single arbitrator to be appointed pursuant to Section 6(3) of the Arbitration Act by a selected person, i.e., Arbitrium Internationale z.z.p.o., with its registered office at Panenská 8, 811 03 Bratislava, ID No.: 45 746 737 (the “Selected Person”), within 10 days following the initiation of the arbitration from the following list of arbitrators: JUDr. Mária Karcolová, Attorney-at-law, SAK License No.: 4289; JUDr. Peter Herceg, Attorney-at-law, SAK License No: 3286; JUDr. Ivana Vidovencová, Attorney-at-law, SAK License No: 1398; and JUDr. Mgr. Marián Kropaj, PhD., Attorney-at-law, SAK License No: 6289. The arbitration shall be governed by the laws of the Slovak Republic, especially the Arbitration Act and the provisions of the Rules of Procedure of the Permanent Arbitration Court (the “PAC”) of the Selected Person as the founder published in Commercial bulletin No. 140/2015 of 23 July 2015, and the Selected Person shall perform the office of the Chairmanship of the PAC and the Chair of the Chairmanship of the PAC. The Parties agrees to submit to the decision issued in the arbitration and that such decision shall be binding and final for the Parties.

- 10.7. GTCs form an inseparable part of each Agreement and/or Order. The Cooperating Party has agreed with the GTCs and that the GTCs and their provisions shall apply to the contractual and legal relationship of the Parties established by the Agreement and/or the Order.
- 10.8. These GTCs are disclosed/published and available for inspection on the Company's website www.milk.sk/legal-info and at the Company's registered office and place of business.
- 10.9. The Company reserves its right to change and/or amend these GTCs, whereby the amended version of these GTC shall become binding for the Cooperating Parties at the moment of their publication on the Company's website www.milk.sk/legal-info.
- 10.10. The Agreement, Orders and the GTCs can be made in Slovak, English or German. In the event of any discrepancy in language versions of individual provisions of the Agreement, Orders and/or GTCs and/or contradictions and/or doubts with regard to their content, the Slovak version of the Agreement, Orders and the GTCs shall prevail over the English and/or German version thereof.
- 10.11. By concluding the Agreement, confirming the Order and/or accepting the GTCs the Cooperating Party acknowledges that he/she/it has read the Agreement, the relevant Order and/or GTCs, declares that the Agreement, the concerned Order and/or GTCs express a manifestation of their true, free and serious will, that he/she/it has not concluded/accepted them under duress or significantly unfavourable conditions, that he/she/it has agreed with the content and diction thereof, in witness whereof he/she/it has attached their signatures here/thereunder and/or acknowledges them explicitly or implicitly.
- 10.12. These GTCs shall be effective as of 25 January 2023.

Büro Milk s.r.o.