SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

These SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES (the "**General Terms and Conditions**" or the "**GTC**") stipulate the rights and duties of the PROVIDER and the CLIENT in the provision of the SERVICES under a written contract or purchase order made by the CLIENT and confirmed by the PROVIDER. Notwithstanding whether or not they are included in the CONTRACT, these General Terms and Conditions form an integral part of the CONTRACT under Section 273 of the COMMERCIAL CODE. These General Terms and Conditions are available at www.slovnaft.sk

1. TERMS AND DEFINITIONS

PRICE
The maximum and full price for the SERVICES as specified in the CONTRACT or PO (or as specified in an individual contract/order under a framework contract if applicable). The PRICE includes all of the PROVIDER´s costs for the provision of the SERVICES.

PURCHASE ORDER (hereinafter referred to as the "**PO**")
A proposal by the CLIENT addressed to the PROVIDER for the conclusion of a CONTRACT for the supply of the SERVICES together with any and all annexes thereto, delivered to the PROVIDER in paper or electronic form (via email or ARIBA system).

COMMERCIAL CODE
Act No. 513/1991 Coll. The Commercial Code, as amended.

CLIENT
SLOVNAFT, a.s., referred to as the CLIENT in the CONTRACT or in the recitals of the PO and/or other company of the SLOVNAFT GROUP referred to in the CONTRACT or in the recitals of the PO. The CLIENT is also referred to as the buyer in the PO.

PROVIDER
A trading company or other entrepreneur referred to as the PROVIDER in the CONTRACT or who has accepted the CLIENT's PO. The PROVIDER is also referred to in the PO as the supplier and/or the contractor.

EMPLOYEES
Natural persons, employees of the PROVIDER, and/or employees of the SUBCONTRACTOR who participate in the provision of the SERVICES. EMPLOYEES may be deployed to provide the SERVICES exclusively after having read the documents defined in these General Terms and Conditions and only if they are qualified in line with the qualification requirements stipulated herein.

WORKING DAY
A day that is not Saturday, Sunday, or a public holiday in the Slovak Republic under Act No. 241/1993 Coll. on Public Holidays, Observances, and Memorial Days, as amended.

SERVICES
The services as defined in the CONTRACT and/or the PO. SERVICES shall also mean a set of tasks aimed at implementing a work/partial work, and/or order under the CONTRACT.

MOL GROUP
MOL Plc., based in Hungary at Dombóvári Street 28, 1117 Budapest, and any and all companies controlled by MOL Plc. through majority shareholdings.

SLOVNAFT GROUP
SLOVNAFT, a.s., based in Slovakia, at Vlčie Hrdlo 1, 824 12 Bratislava, Company ID: 31 322 832, VAT ID: SK2020372640, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, File: 426/B, and any and all companies controlled by SLOVNAFT, a.s. through a majority shareholding alone or together with a company from the MOL GROUP.

SUBCONTRACTOR
A legal person or a natural person entrepreneur (as defined by the Slovak law) who has a contract with the PROVIDER for the performance of works/provision of equipment/supply of materials necessary for the provision of SERVICES under the CONTRACT.

CONTRACT
(i) A written contract for work under Section 536 or a contract under Section 269 (2) of the COMMERCIAL CODE executed by the PROVIDER and the CLIENT in the paper or electronic form referring to these General Terms and Conditions.
(ii) A written framework contract together with the subsequent individual contract/order under Section 536 or Section 269 (2) of the COMMERCIAL CODE, executed by the PROVIDER and the CLIENT in the paper or electronic form referring to these General Terms and Conditions.
(iii) The PO made by the CLIENT and accepted by the PROVIDER in its entirety and without any additions, reservations, disclaimers, or other modifications, and which the PROVIDER delivers to the CLIENT in a timely manner in accordance with Article 2 of these General Terms and Conditions.

Under the CONTRACT, the PROVIDER shall render/provide the SERVICES to the CLIENT as specified in the CONTRACT, and the CLIENT shall pay the indicated PRICE for the SERVICES duly rendered/provided. In the event of a conflict, the terms and conditions set out in the CONTRACT or the PO shall prevail over the terms and conditions set out in the annexes thereto.

PARTIES
The PROVIDER and the CLIENT jointly referred to herein, and the PROVIDER and the CLIENT individually referred to herein respectively.

2. RECEIPT (CONFIRMATION) OF THE PO – CONCLUSION OF A CONTRACT ON THE BASIS OF THE PO

2.1 Unless otherwise provided by the PO, the PROVIDER shall, in case of a PO in paper form, confirm in written the PO (proposal for conclusion of the CONTRACT) sent by the CLIENT within fifteen (15) days of sending the PO to the PROVIDER or within other period set forth by the PO (timely receipt of the PO). In case the PO is in an electronic form (sent by e-mail or via ARIBA system) and unless otherwise

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specified in the PO, the PROVIDER shall confirm the PO (proposal for conclusion of the CONTRACT) sent by the CLIENT within two (2) WORKING DAYS from the date, when the PO was sent to the PROVIDER, or within any other period specified in the PO in the same form as the given PO (timely receipt of the PO).

2.2 Timely acceptance of the PO shall take effect at a moment, when the PROVIDER' s expression of agreement with the contents of the PO is delivered to the CLIENT − a return of a one (1) copy of the PO signed by the PROVIDER/its authorized representative in case of a paper PO, or a delivery of the confirmation of the PO in an electronic form in case of an electronic PO (confirmation of the PO).

2.3 The CONTRACT is concluded at the moment, when the acceptance of the PO becomes effective.

2.4 In the case of a PO in a paper form, receipt of the PO (confirmation of the PO) delivered to the CLIENT after fifteen (15) days from the date, when the PO was sent to the PROVIDER, or within any other period specified in the PO and, in the case of a PO in an electronic form, after two (2) WORKING DAYS from the date, when the PO was sent to the PROVIDER, or within any other period specified in the PO, shall be deemed to be a timely receipt of the PO only if the CLIENT notifies the PROVIDER thereof without undue delay after delivery of the PO to the CLIENT.

2.5 Receipt of a PO (confirmation of the PO) that contains amendments, reservations, limitations, or other changes shall be deemed a rejection of the PO and a new proposal (counterproposal) by the PROVIDER.

The PROVIDER may change the date of delivery/handover of the SERVICE upon confirmation of the PO provided that the PO allows such possibility, while the changed delivery date shall be within the scope permissible under the PO. Such a change shall not be considered a rejection of the PO.

2.6 If the PROVIDER provided the SERVICES in accordance with the contents of the PO and with the prior consent of the CLIENT without having confirmed the PO in writing for the CLIENT, this shall be deemed to be a receipt of the proposal to conclude the CONTRACT (confirmation of the PO) and these GTC by the PROVIDER without reservations.

2.7 The CLIENT may send and PROVIDER may receive the POs sent in an electronic form (by e-mail or via the ARIBA system) without the signature of the authorized representatives of the PARTIES; they shall be binding on the PARTIES subject to the terms and conditions set out herein.

3. PERFORMANCE, CONDITIONS OF PROVISION OF THE SERVICES

3.1 The period/deadline of the provision of the SERVICES is specified in the CONTRACT or in the PO. Any change in the time/date of the provision of the SERVICES is possible only by written agreement of the PARTIES, or by changing the date in the PO within the meaning of Clause 2.5 of these GTC. The place of performance/provision of SERVICES is specified in the CONTRACT or in the PO.

3.2 The PROVIDER is obliged to act with professional care in the provision of the SERVICES, to provide the SERVICES at its own expense and risk, properly and on time, without any defects and imperfections, in line with the CONTRACT or the PO (including annexes) and the requirements of the CLIENT.

3.3 The PROVIDER undertakes to provide the SERVICES by EMPLOYEES/SUBCONTRACTORS with professional competence and proper authorizations for the performance of these activities and, also, not to disclose any information about the nature of the CLIENT's activities to other persons.

3.4 In providing the SERVICES, the PROVIDER undertakes to comply with the generally binding legal regulations applicable to the SERVICES being provided, as well as other related generally binding legal regulations of the Slovak Republic, the applicable Slovak technical standards (STN, STN EN), internal regulations (governing acts) of the MOL GROUP (hereinafter referred to as "**internal regulations**"), and HSE requirements of SLOVNAFT, a.s. (hereinafter referred to as "**HSE requirements**"). The PROVIDER is obliged to comply with all the aforementioned legal regulations and other regulations and standards in their current version valid and effective at the time of provision of the SERVICES. The current version of the HSE requirements and internal regulations is published on the website https://slovnaft.sk/en/about-us/our-company/supplier-center/sd-hse-requirements-for-contractors/ (the username for access to the internal regulations and the access password is specified in the CONTRACT or in the PO), while these HSE requirements and internal regulations are binding on the PROVIDER on the date, when they are published on this website. If also any other internal regulations, which are not published on the above mentioned website, apply to the provision of the SERVICES, they shall be binding on the PROVIDER on the date, when the CLIENT delivers their wording to the PROVIDER. The CLIENT reserves the right to check compliance with the legal regulations, internal regulations and HSE requirements by the PROVIDER and its SUBCONTRACTORS.

3.5 During the performance of the CONTRACT, the PROVIDER is obliged to comply with the rules of occupational health and safety (hereinafter referred to as "**OHS**"), fire prevention (hereinafter referred to as "**FP**"), environmental protection (hereinafter referred to as "**EP**"), prevention of serious industrial accidents (hereinafter referred to as "**PSIA**"), waste management (hereinafter referred to as "**WM**") within the meaning of the generally binding legal regulations (hereinafter jointly also referred to only as "**HSE regulations**"), valid and effective internal regulations (in particular: occupational safety regulations; Injured Care Plan − Trauma Plan; fire prevention regulations; environmental protection regulations; road traffic rules; Safety Regulations of SLOVNAFT, a.s. and others) in force and effect on the territory of SLOVNAFT, a.s. relating to the above, and the HSE requirements. By entering into the CONTRACT/accepting the PO, the PROVIDER declares that it has read the internal regulations and HSE requirements (including contractual fines), understands them, and agrees to comply with them in their entirety, to act in accordance with them, and also to bind its SUBCONTRACTORS to comply with them. The PROVIDER undertakes to

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employ only EMPLOYEES trained in the internal regulations for the performance of works on the territory/premises of SLOVNAFT, a.s.

The CLIENT is entitled to change the HSE requirements and internal regulations accessible on the above website. The CLIENT shall inform the PROVIDER of this change in advance via an e-mail message, or by any other appropriate means. The PROVIDER is obliged to familiarize itself, and comply, with the changes to HSE requirements and internal regulations. There is no need to enter into a written amendment to the CONTRACT to change the HSE requirements and internal regulations. The PROVIDER shall demonstrably notify the EMPLOYEES and SUBCONTRACTORS of any changes to the HSE requirements and internal regulations without undue delay.

The PROVIDER shall ensure compliance with the HSE regulations, HSE requirements and internal regulations by the EMPLOYEES and SUBCONTRACTORS. The PROVIDER shall be responsible for the health and safety of the EMPLOYEES/SUBCONTRACTORS.

3.6 In order to obtain a permit to enter the premises of SLOVNAFT, a.s., the PROVIDER is obliged to deliver to the Protection and Defense Department of SLOVNAFT, a.s. an application for the issuance of an identification card for the entry of persons and vehicles to the premises of SLOVNAFT, a.s., at least three (3) WORKING DAYS before the requested date of commencement of the activity on the premises of SLOVNAFT, a.s. The PROVIDER undertakes to bear all costs related to its entry to the premises of SLOVNAFT, a.s. (e.g. entry briefing; issuance of an identification card for entry of persons/arrival of vehicles into the premises). If, upon entering the premises of SLOVNAFT, a.s., such costs are not paid directly by the PROVIDER, but are paid by the CLIENT, the CLIENT has the right to re-invoice them to the PROVIDER.

3.7 Within ten (10) days from the conclusion of the CONTRACT/confirmation of the PO, the PROVIDER shall enter all data on the professional and medical competence (from certificates, authorizations, licenses, etc.) of all persons (including SUBCONTRACTORS), who will perform works on the premises of SLOVNAFT, a.s. (works, for which written work permits are required) into the GEM information system accessible at http://www.slovnaft.sk/vstupy. The PROVIDER shall continuously update this data (i.e. keep it up-to-date and delete any outdated documents) and ensure accuracy thereof. Contact details: vstupy@efg.slovnaft.sk+421 2 40558260 or +421 2 40558263. The PROVIDER shall be responsible for the accuracy and timeliness of such data; by concluding the CONTRACT/confirming the PO, the PROVIDER declares in this regard that it has fulfilled all data protection obligations with respect to the data subjects, including the information obligation, and that the PROVIDER is entitled to provide such data to the CLIENT.

3.8 In the event that motor vehicles, EMPLOYEES or SUBCONTRACTORS of the PROVIDER have to enter the territory of SLOVNAFT, a.s. in connection with the performance of the CONTRACT, these persons are obliged to familiarize themselves in advance with the internal regulations relating to the entry and movement of persons and motor vehicles to/in the territory of SLOVNAFT, a.s. published on the website: https://slovnaft.sk/en/about-us/our-company/supplier-center/sd-hse-requirements-for-contractors/.

3.9 By concluding the CONTRACT/confirming the PO, the PROVIDER undertakes not to violate the prohibition of illegal employment in providing the SERVICES within the meaning of Act No. 82/2005 Coll. on Illegal Work and Illegal Employment, and on amendments to certain acts, as amended (hereinafter referred to as the "**Illegal Work Act**") and declares that no EMPLOYEE, who would be illegally employed either directly by the PROVIDER or by its SUBCONTRACTORS, will perform SERVICES. If a fine or any other sanction is imposed on, or a claim is asserted from, the CLIENT due to a breach of the aforementioned obligation or falsity of the aforementioned declaration, or failure to fulfil the obligation arising for the PROVIDER out of the Illegal Work Act, the PROVIDER shall be obliged to pay these to the full extent to the CLIENT. Such behavior of the PROVIDER shall be deemed a material breach of the CONTRACT, entitling the CLIENT to withdraw from the CONTRACT.

3.10 Before entering the premises of SLOVNAFT, a.s., the PROVIDER shall submit to the CLIENT for inspection, upon the CLIENT's request, a certified copy of the residence document for all EMPLOYEES from countries outside the European Union, who will participate in the provision of the SERVICES, pursuant to the relevant provisions of Act No. 404/2011 Coll. on the Residence of Foreigners, and on amendments to certain acts, as amended. By concluding the CONTRACT/confirming the PO, the PROVIDER declares in this regard that the PROVIDER will comply with all its data protection obligations in respect of such EMPLOYEES and that it will be entitled to disclose such data to the CLIENT.

3.11 The PROVIDER undertakes to comply with the generally binding legislation and to adhere to the HSE requirements in the management of waste arising from the provision of the SERVICES under the CONTRACT.

3.12 The PROVIDER shall be fully liable for any damage caused to the CLIENT by a breach of the internal regulations.

3.13 The PARTIES shall draw up an takeover protocol on the handover and acceptance of the SERVICES.

3.14 If, upon delivery of SERVICES by the PROVIDER, the CLIENT discovers defects therein, the CLIENT shall be entitled to refuse to accept the SERVICES.

3.15 If such follows from the nature of the SERVICE, the PROVIDER shall be obliged, no later than on the fifth (5th) WORKING DAY after delivery of the SERVICE, to deliver the list of the works performed to the CLIENT in an electronic form to the e-mail address of the employee responsible for the order, as specified in the PO. E-mail approval of the list of works shall form an integral part of the invoice. The PROVIDER is obliged to prepare the list of works for each order separately.

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The list of works carried out shall include, in particular:

a) PO number;
b) PO row;
c) Order number;
d) Order name;
e) GPRS performance numbers;
f) GPRS material numbers;
g) GPRS performance quantities;
h) Rates for performance, materials and other costs;
i) Ordered prices;
j) Date of commencement of the works;
k) Date of delivery and acceptance of the works;
l) Details of the documentation submitted or, where applicable, details of missing documentation;
m) Other costs (e.g.: transport, travel, accommodation, flat fees, certificates and licenses);
n) Co-operation − exactly specified performance and material supplied by third parties;
o) List of the machinery used, the number of hours/performances worked, including the unit and total prices.

The following conditions shall be observed when drawing up the list of works performed:

- The GPRS performance numbers and unit rates (as per (h) of this Clause) may only be used as specified in the relevant PO;
- The value of any of the GPRS performance listed in the list of works shall not exceed the value of that GPRS performance as indicated in the relevant PO;
- The total value of the SERVICES listed in the list of works shall not exceed the PRICE from the applicable PO;
- The date of handover/acceptance of the SERVICES indicated in the list of works shall correspond with the date of handover/acceptance of the SERVICES indicated in the takeover protocol.

3.16 Annexes shall form an integral part of the list of works pursuant to Clause 3.15 of these GTC:

- The handover and takeover protocol approved by the authorized representatives of both PARTIES;
- The assembly/construction log (except for workshop production works), approved by the responsible technical staff of both PARTIES upon the works actually performed (hours worked by profession);
- Itemized bill of materials used, with quantities and rates.

3.17 The CLIENT shall not be obliged to accept and take over the list of works not fulfilling the requirements within the meaning of Clause 3.15 of this Article of these GTC, or to which the PROVIDER does not attach the documents within the meaning of Clause 3.16 of this Article of these GTC.

3.18 For breach of the PROVIDER's obligation to deliver the list of works within five (5) WORKING DAYS pursuant to Clauses 3.15 and 3.16 of this Article of these GTC, the CLIENT shall be entitled to charge the PROVIDER a contractual penalty in the amount of 0.5% of the PRICE exclusive of VAT per each day of the PROVIDER's delay in delivering the list of works to the CLIENT. Delivery shall mean the date of approval of the list of work by the CLIENT's employee responsible for the order via e-mail.

3.19 If, at that time, the agreement was in place with the PROVIDER regarding the method of sending requests for quotations and the method of submitting quotations and billing documentation for the completed (delivered) services, the provisions set forth herein shall be followed.

4. PAYMENT TERMS

4.1 The PROVIDER shall be entitled to issue an invoice for a one-time provision of SERVICES within fifteen (15) days from the date of proper provision of SERVICES. In the case of repeated or partial delivery of SERVICES, the PROVIDER is entitled to issue the invoice for the SERVICES duly provided no later than fifteen (15) days after the end of the period, to which the invoicing relates, while such invoicing period shall be a calendar month, unless otherwise provided in the CONTRACT. The basis for issuing the invoice is the takeover protocol confirmed by an authorized representative of the CLIENT/list of works performed approved by the CLIENT's employee responsible for the order specified in the PO, confirming the proper provision of SERVICES. The PROVIDER is obliged to issue the invoice which, in addition to the particulars pursuant to the Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "**VAT Act**")/the applicable legislation of the relevant country, shall also contain the number of the CONTRACT or PO, the number of the order, and the period, to which the invoice relates. The takeover protocol confirming the provision of the SERVICES shall form an integral part of the invoice, unless the list of works was prepared pursuant to Clause 3.15 of these GTC. The PROVIDER shall preferably send the invoice in an electronic form. The conditions for sending invoices in an electronic form can be found at https://slovnaft.sk/en/about-us/our-company/supplier-center/e-invoicing/. If the invoice is delivered in a paper form, the PROVIDER shall deliver it to the address of the registered office or to the mailroom of the CLIENT.

4.2 The CLIENT shall pay the invoiced PRICE for the SERVICES duly provided within sixty (60) calendar days or within the invoice due date specified in the CONTRACT/PO to the bank account of the PROVIDER agreed by the PARTIES; the invoice due date shall commence from the date of delivery of the invoice to the CLIENT, unless otherwise specified in the CONTRACT/PO. If the due date of the invoice falls on a Saturday, Sunday or a public holiday, the CLIENT is obliged to pay the invoice no later than on the next WORKING DAY.

4.3 If the invoice does not meet the content and formal requirements required under the VAT Act/relevant legislation of the country and these GTC, or is not accompanied by an takeover protocol or the e-mail approval of the list of works confirming the proper provision of SERVICES, or if other conditions for the issuance and payment of the invoice under the CONTRACT have not been met, the CLIENT is entitled to return the invoice and request the PROVIDER in writing to eliminate the deficiencies by issuing a new invoice. In this case, the new invoice due date shall

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commence on the day, when the identified deficiencies were corrected and the CLIENT received a new invoice. If the due date of the new invoice falls on a Saturday, Sunday or a public holiday, the CLIENT is obliged to pay the invoice no later than on the next WORKING DAY.

4.4 If the CLIENT is in default in the payment of an invoice within the originally agreed or extended invoice due date, the PROVIDER shall be entitled to charge interest on the amount of the delayed payment of the CLIENT, for the period of delay, at the rate of the base interest rate of the European Central Bank applicable on the first day of default plus nine (9) percentage points; the default interest rate so determined shall apply throughout the entire period of delay with the performance of the monetary obligation. The interest so charged shall be due and payable within fourteen (14) days from the date when the CLIENT received the PROVIDER's statement. Such an invoice shall not be treated as an invoice for VAT purposes.

4.5 The CLIENT's payment obligation shall be deemed to be fulfilled on the date, on which the relevant payment was debited from the bank account of the CLIENT.

4.6 In case of pre-payment made by the CLIENT, unless otherwise agreed, the PROVIDER shall be obliged to provide a bank guarantee, parameters of which shall be specified in the CONTRACT or the PO (unless otherwise indicated in the CONTRACT or the PO).

4.7 The CLIENT shall bear the bank charges of its own bank. Any other bank charges (including charges of the PROVIDER´s bank and correspondent banks) shall be borne by the PROVIDER.

4.8 In case that the CLIENT discovers within the invoice due date any defects of the SERVICES, the CLIENT shall be entitled to withhold the payment of its pecuniary obligations towards the PROVIDER until after such defects have been remedied. Such withholding of funds shall not be deemed the CLIENT´s default on the payment of the invoiced amount.

4.9 In case that following an agreement with the CLIENT the PROVIDER provides the CLIENT with necessary documentation or a part thereof only after the SERVICES have been handed over and an invoice for the SERVICES is issued and delivered by the PROVIDER to the CLIENT, the CLIENT shall be entitled to withhold the payment of its pecuniary obligations towards the PROVIDER until after all prescribed documentation (in particular project, technical, certificates, etc.), which is to be supplied, according to the nature of the SERVICES or to legal regulations and technical standards, according to the CONTRACT or to an agreement of the PARTIES along with the SERVICES, has been supplied.

4.10 The CLIENT shall be entitled to set-off its overdue receivable towards the PROVIDER as well as any overdue receivable towards the PROVIDER acquired by assignment from other member of the SLOVNAFT/MOL GROUP even without the PROVIDER´s consent against any overdue receivable of the PROVIDER towards the CLIENT. The CLIENT shall be obliged to notify the PROVIDER in writing of the set-off of the receivable.

4.11 The PROVIDER having its registered office in the Slovak Republic declares that as of the day of conclusion of the CONTRACT it does not apply a special regulation of VAT application upon receipt of the payment for delivery of goods or services pursuant to Section 68d of the VAT Act.

In case that the PROVIDER decides to start applying the aforementioned regulation pursuant to Section 68d of the VAT Act, the PROVIDER shall be obliged to notify immediately in writing the CLIENT thereof. The PROVIDER applying regulation pursuant to Section 68d of the VAT Act shall also be obliged to notify the CLIENT of the end of applying this regulation.

If, as a result of incorrect application of VAT by the CLIENT resulting from the failure to provide information on the application of the special regulation pursuant to Section 68d of the VAT Act by the PROVIDER, the CLIENT is subsequently subject to a fine or any other sanction imposed by the tax administrator within the meaning of applicable law, the PROVIDER shall be obliged to pay the same to the CLIENT.

4.12 The PROVIDER having its registered office in the Slovak Republic declares that it believes that the SERVICES are not a performance under Section 69 par. 12(j) of the VAT Act (delivery of building construction works, including that of construction or a part thereof) that belong in section F of Commission Regulation (EU) No. 1209/2014 of 29 October 2014 amending Regulation (EC) No. 451/2008 of the European Parliament and of the Council establishing a new statistical classification of products by activity (CPA) and repealing Council Regulation (EEC) No. 3696/93 (hereinafter referred to as the "**Regulation establishing a new statistical classification of products**"). The PROVIDER takes note that if a combined performance is the case in terms of the VAT Act, the PROVIDER shall be obliged to establish a method of taxation with respect to the principal performance. The PROVIDER further declares that the principal service (activity) determining the nature of the provided SERVICES are not the services (activities) included in section F of the Regulation establishing a new statistical classification of products and thus the tax obligation transfer pursuant to Section 69 par. (12) (j) of the VAT Act shall not apply to these SERVICES.

If the PROVIDER considers that the SERVICES are a performance pursuant to Section 69 par. (12)(j) of the VAT Act, the SERVICES shall be subject to the transfer of tax liability pursuant to Section 69 par. (12)(j) of the VAT Act. The PROVIDER shall be obliged to indicate in the invoice the phrase "reverse charge" and the respective code(s) of the performed activities pursuant to the Regulation establishing a new statistical classification of products.

The PROVIDER shall be responsible for the proper classification of the SERVICES as well as the proper issue of an invoice pursuant to the VAT Act. If a penalty or any other sanction is imposed by the tax administrator to the CLIENT pursuant to the applicable legal regulations owing to the improper classification of the SERVICES, the PROVIDER shall be obliged to compensate the CLIENT for them.

4.13 By concluding the CONTRACT, the PROVIDER established in the Slovak Republic declares that it has notified the tax administrator of the

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bank account number specified in the CONTRACT or in the document submitted by the POVIDER to the CLIENT at the conclusion of the CONTRACT as the bank account number that the PROVIDER uses for business purposes under Section 6 of the VAT Act. The PROVIDER also declares that it will accept the payments of invoices under the CONTRACT to the bank account number notified to the tax administrator as the bank account number used for business. Should the PROVIDER change the bank account number used for business, the PROVIDER is obliged to notify the tax administrator and also the CLIENT of the new bank account number. In the case that the failure of the PROVIDER to notify the bank account number to the tax administrator would result in the CLIENT being liable for tax, fines or penalties imposed by the tax administrator, the CLIENT shall be entitled to demand payment thereof from the PROVIDER.

4.14 If the PROVIDER has its registered office/principal place of business outside the Slovak Republic´s territory, the PARTIES shall follow in the settlement of their tax obligations the legal regulations of the state in which they reside and applicable international laws, contracts and agreements.

4.15 If the PROVIDER has its registered office/principal place of business outside of the Slovak Republic´s territory, the PROVIDER shall be liable for the payment of all import taxes/customs duties and other taxes relating to the subject-matter of the performance under the CONTRACT and all such taxes and charges and fees (including EMPLOYEES´ personal tax such as income tax, social insurance levies, contributions and compulsory insurance of EMPLOYEES) are included in the PRICE.

4.16 The PROVIDER is aware of the fact that the Slovak tax legislation requires from the CLIENT, who has concluded a contract with a taxable entity having its registered office/principal place of business outside the territory of the Slovak Republic, on the basis of which a permanent establishment might be established for the PROVIDER in the Slovak Republic, to notify the relevant tax authority thereof. If the PROVIDER has been allocated a tax identification number at the time of the conclusion of the CONTRACT, the PROVIDER shall submit to the CLIENT, at the time of the conclusion of the CONTRACT/along with acceptance of the PO, a certificate of registration and allocation of a tax identification number. Should the PROVIDER fail to submit the certificate of registration and allocation of a tax identification number as indicated in the preceding sentence, the PROVIDER hereby declares that by the provision of the SERVICES on the basis of the CONTRACT the conditions for the establishment of a permanent establishment shall not be met pursuant to Article 5 of the respective treaty on the avoidance of double taxation. Despite this declaration, should the conditions for the establishment of a permanent establishment during the performance of the CONTRACT be met, the PROVIDER undertakes to compensate the CLIENT from any penalties, default interest, or any other sanctions which the latter would be obliged to pay to the relevant tax administrator in connection therewith.

4.17 If the PROVIDER having its registered office/principal place of business outside the territory of the Slovak Republic becomes liable to pay tax of any kind by deduction from the payment under the CONTRACT or if the CLIENT becomes liable to pay the tax by deduction from the payment addressed to the PROVIDER, the CLIENT shall be obliged to pay such tax deduction to the relevant tax authority and submit to the PROVIDER a confirmation on the payment of the deduction along with the payment reduced by such deduction. This means, that the CLIENT shall be entitled to reduce the payment by the amount commensurate with such deduction.

Before the CLIENT is requested to make the first payment in accordance with the CONTRACT, the PROVIDER shall be obligated to submit to the CLIENT a Certificate of Tax Residency proving that the PROVIDER´s profit is subject to taxation in the country of the PROVIDER´s registered office in accordance with the applicable treaty on double taxation avoidance. Should the PROVIDER fail to submit the Certificate of Tax Residency and a penalty would be imposed on the CLIENT by the relevant tax administrator in respect of the incorrectly paid amount of the withholding tax, the PROVIDER undertakes to indemnify and hold harmless the CLIENT from such penalty or any other sanctions the latter would be obliged to pay to the relevant tax administrator in this regard.

5. GUARANTEES AND WARRANTIES

5.1 The PROVIDER shall provide the SERVICES that are the subject- matter of the CONTRACT in a professional manner and with a quality guarantee. The PROVIDER undertakes to provide the SERVICES in the quality corresponding to the purpose of the CONTRACT, generally binding legal regulations and binding applicable Slovak technical standards (STN, STN EN).

5.2 The PROVIDER shall be responsible for the SERVICES being provided under the terms and conditions of the CONTRACT and meeting the properties agreed in the CONTRACT. If not specified by the CONTRACT, the SERVICES shall be provided according to the conditions usual at the time of provision thereof and meet the properties usual at the time of provision thereof.

5.3 The PROVIDER shall be responsible for defects of the performance (provided SERVICES) present at the time of performance (provision of SERVICES) to the CLIENT and it shall be liable to the full extent for any potential damage incurred due to the SERVICES performed/delivered with such defects.

5.4 Unless otherwise specified in the CONTRACT, the PROVIDER, by concluding the CONTRACT, provides the CLIENT with a warranty for the SERVICES provided by the CLIENT. Unless otherwise specified in the CONTRACT respectively in PO, the PROVIDER provides a twenty-four (24) month warranty for the SERVICES provided under the CONTRACT. The warranty period shall commence on the day on which the CLIENT takes over the SERVICES from the PROVIDER (confirmation of takeover in the acceptance protocol signed by the authorized representative(s) of the CLIENT).

5.5 The CLIENT shall file a complaint regarding the defects of the provided/delivered SERVICES with

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the PROVIDER in writing (by letter or e-mail) without undue delay after discovery thereof. The CLIENT's responsible personnel shall be entitled to lodge a complaint for the CLIENT.

5.6 The PROVIDER shall be obliged to start to remedy the defects of the provided SERVICES without undue delay, no later than twenty- four (24) hours from filing the CLIENT´s complaint and remedy the defects in the shortest technically feasible time. All costs related to the remedy of the claimed defects shall be borne by the PROVIDER to the full extent.

5.7 The PROVIDER shall be obliged to provide the SERVICES so as not to cause damage to the property of the CLIENT or of third parties. The PROVIDER shall be held liable for damage incurred by the CLIENT and third parties during the provision of the SERVICES under the CONTRACT by reason of failure to comply with the terms and conditions of the CONTRACT and violation of legal regulations. The PROVIDER shall be held liable for damage incurred by the CLIENT and third parties by reason of a defective provision of the SERVICES. The PROVIDER shall pay all damage incurred as indicated above to the full extent.

5.8 The PROVIDER shall be obliged to provide the SERVICES constituting the subject-matter of the CONTRACT free from legal defects and claims of third parties, including any intellectual property rights (in particular, but not limited to, copyright and industrial rights). The PROVIDER shall be liable to the CLIENT for any damage incurred by the CLIENT through a breach of this obligation, including the claims of third parties, and it shall be obliged to remedy the legal defects of the provided SERVICES (the relevant part thereof) without delay at its own expense, unless this is possible to indemnify the CLIENT to the full extent for the third party claims.

6. VIOLATION OF THE CONTRACT, CONTRACTUAL PENALTY AND COMPENSATION OF DAMAGE

6.1 The CLIENT shall be entitled to claim from the PROVIDER a contractual penalty and compensation of damage to the full extent in cases of:

a) delayed performance;
b) defective performance;
c) non-performance (frustration of the CONTRACT);
d) if the CLIENT in accordance with the law or the agreed terms and conditions withdraws from the CONTRACT (cancels PO);
e) failure to hand over the identification card (hereinafter referred to as "**IC**") (person, vehicle, mechanism);

while the PROVIDER shall be obliged to pay such contractual penalty and compensation of damage if so charged to it by the CLIENT.

6.2 The payment of a contractual penalty shall not relieve the PROVIDER from its duty to meet its obligation.

6.3 Acceptance of the performance from the PROVIDER, which is not in accordance with the contents of the CONTRACT, does not mean in any way the waiver of any claims by the CLIENT resulting from its violation.

6.4 In case of a delayed performance, the PROVIDER shall be obliged to meet its obligation additionally without delay, however no later than the deadline determined for it by the CLIENT. If the PROVIDER fails to meet its obligation even within the additionally determined deadline, the CLIENT shall be entitled to arrange for the performance itself, at the PROVIDER´s expenses.

6.5 The basis for the calculation of a contractual penalty shall be the PRICE exclusive of VAT. The method of calculating the contractual penalty:

a) in case of a delayed performance, the amount of the contractual penalty shall be 5% of the PRICE for each commenced day,
b) in case of frustration of the CONTRACT, the amount of the contractual penalty shall be 50% of the PRICE,
c) in case of failure to hand the IC over, the amount of the contractual penalty shall be € 500,
d) if the PROVIDER fails to start remedying the detected defects of the SERVICES without undue delay, the amount of the contractual penalty shall be 0.05 % of the PRICE for each commenced day of delay, up to 5% of the PRICE,
e) if the PROVIDER falls in delay with the remedy of the defects for which it is liable, the amount of the contractual penalty shall be 0.05% of the PRICE for each commenced day, up to 5% of the PRICE,
f) if the PROVIDER knows (finds out) in advance that it will not be able to perform in accordance with the content of the CONTRACT (delayed performance, defective performance or non-performance) and fails to notify the CLIENT thereof, the amount of the contractual penalty shall be 5% of the PRICE,
g) if the performance provided by the PROVIDER is not in compliance with the CONTRACT for any reasons whatsoever, the amount of the contractual penalty shall be 5% of the PRICE.

6.6 In the case of a breach of the confidentiality/non-disclosure obligation, the CLIENT shall be entitled to charge to the PROVIDER a contractual penalty of 5% of the PRICE.

6.7 The PROVIDER shall be obliged to pay a contractual penalty even in case that it commits a breach of the HSE requirements during the provision of the SERVICES. The rules for application of the contractual penalties as well as the amounts thereof imposed because of shortcomings and breaches of the rules detected during control for compliance with the OHS, FP and EP (HSE) in the place of provision of the SERVICES are set out in the HSE requirements, see point 3.4 of these GTC.

6.8 The CLIENT shall be entitled to request the PROVIDER to pay a contractual penalty in the amount specified below if the following violation(s) of the internal regulations applicable in the premises/objects of the SLOVNAFT, a.s. or generally binding legal regulations has/have been proved to the PROVIDER and/or SUBCONTRACTOR and/or EMPLOYEE:

- detection of alcohol consumption if the result of the positive SB test (special breath alcohol test) has been up to 0.14 mg/l, narcotic and psychotropic substances in the organism of the tested person or their bringing into the

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premises/objects of the SLOVNAFT, a.s. .....300,- €

- detection of alcohol consumption if the result of the positive SB test has been above 0.14 mg/l or the tested person has refused to undergo the SB test or a blood alcohol consumption test or the tested person had two positive tests of up to 0.14 mg/l during the last six (6) months .....600,- €
- violation of the smoking ban in the premises of the SLOVNAFT, a.s., out of reserved area .....600,- €
- failure to secure the object .....100,- €
- unauthorized entry into the premises/objects of SLOVNAFT, a.s. using an invalid or somebody else's identification card.....350,- €
- property injury caused to the SLOVNAFT, a.s. .....350,- €
- unauthorized removal of material from the premises of SLOVNAFT, a.s. without relevant documents .....200,- €
- violation of the no photography rule in the premises/objects of SLOVNAFT, a.s....1 000,- €
- exceeding the maximum speed limit of a motor vehicle on the intra-company special-purpose roads of the SLOVNAFT, a.s. premises .....100,- €
- non-compliance with the rules of road traffic safety and continuity on the intra-company special-purpose roads of the SLOVNAFT, a.s. premises, except for exceeding the maximum permissible speed .....50,- €

6.9 Misuse of an IC in order to enable entry of any other person, passage of any other vehicle or entry into the premises/objects of SLOVNAFT, a.s for a purpose other than for which the entry permit has been issued shall result in a permanent prohibition of entry into the premises/objects of the SLOVNAFT, a.s.

6.10 Forcible surmounting of the safety elements, fencing, transition checking devices, and barrier-mechanical means into and out of the premises/objects of SLOVNAFT, a.s., as well as an unauthorized entry and exit in other than permitted manner described in the internal regulation SEC_1_SN2 - Security Rules for the Objects of SLOVNAFT, a.s., shall result in a permanent prohibition of entry into the premises/objects of SLOVNAFT, a.s.

6.11 If a theft or attempted theft has been proven by the Protection and defense of SLOVNAFT, a.s. to an employee or a person entrusted with the performance of the PROVIDER's obligations under the CONTRACT, the CLIENT shall be entitled to charge to the PROVIDER a contractual penalty of € 1,000. It shall also result in a permanent prohibition of entry for the person concerned into the premises/objects of SLOVNAFT, a.s.

6.12 If the PROVIDER produces an invoice which fails to meet the elements pursuant to the VAT Act/relevant legislation and the CLIENT is imposed a penalty or other sanctions by the financial administration authorities of the Slovak Republic (e.g. non- recognition of the right to VAT deduction, additional imposition of VAT, etc.), the CLIENT shall be entitled to charge to the PROVIDER compensation of damage in the amount of thus imposed penalty or other sanctions and the PROVIDER shall be obliged to pay such invoice to the CLIENT.

6.13 If a violation of the internal regulations has been repeatedly proved to the PROVIDER, a SUBCONTRACTOR or an EMPLOYEE or other persons entrusted by the PROVIDER with the performance of the obligations under the CONTRACT, the CLIENT shall be entitled to withdraw from the CONTRACT.

6.14 The PROVIDER shall be obliged to indemnify the CLIENT for damage caused by the former to the latter by breaking its obligation.

6.15 The CLIENT shall be entitled to claim compensation of damage incurred through a breach of the obligation to which the contractual penalty as per this article of these GTC applies. The CLIENT shall be entitled to claim from the PROVIDER compensation of damage in excess of the contractual penalty.

6.16 The PROVIDER shall be obliged to pay a contractual penalty and/or compensation of damage charged by the CLIENT in accordance with these GTC within fourteen (14) days from the date of issue of an invoice by the CLIENT, while such invoice shall not be deemed an invoice for the VAT purposes. The PROVIDER´s payment obligation in the payment of the contractual penalty and/or compensation of damage shall be met on the day of crediting the owed amount to the CLIENT´s account.

7. TERMINATION OF THE CONTRACT

7.1 The contractual relationship agreed for a definite period of time shall be terminated upon expiry of the agreed period.

7.2 The CONTRACT may also be terminated by a written agreement of the PARTIES.

7.3 The CLIENT shall be entitled to terminate the CONTRACT in writing without giving a reason and without any obligation for compensation of damage with a notice period of one (1) month, unless otherwise agreed in the CONTRACT, by a registered letter with a return receipt sent to the address of the PROVIDER specified in the CONTRACT, unless other delivery address is provably notified to the CLIENT by the PROVIDER. The notice period shall commence on the first (1st) day of the calendar month following the delivery of the notice.

7.4 The CLIENT is entitled to withdraw from the CONTRACT in writing, even in part, and the CONTRACT (in whole or in part) shall terminate in cases of material breach of the CONTRACT on the date of delivery of the written withdrawal notice to the PROVIDER, without affecting any other rights of the CLIENT under the CONTRACT, whereby cases of material breach of the CONTRACT by the PROVIDER shall include, in particular, any of the following:

a) the PROVIDER and/or a person acting on behalf of the PROVIDER or representing the PROVIDER has materially breached the conditions of the Business Partner Code of Ethics of MOL GROUP, or
b) the PROVIDER has breached its confidentiality/non-disclosure obligation, or

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c) a statement or behavior/ acting of the PROVIDER has impaired the reputation or business creditability of the CLIENT or
d) prior to expiry of the period/deadline of the performance/provision of the SERVICES under the CONTRACT it is obvious that the PROVIDER would meet its obligations with a great delay (the SERVICES shall not be provided in time), or that the SERVICES shall not be provided properly and the CLIENT is not interested in such delayed or defective performance or
e) the PROVIDER fails to meet its obligation within the period/deadline of the performance set forth in the CONTRACT and the CLIENT is no longer interested in acceptance of the late performance or the PROVIDER has failed to meet its obligation even within the additional period determined/specified by the CLIENT, or
f) the PROVIDER has breached the HSE regulations or the HSE requirements in a particularly serious manner, or
g) a SUBCONTRACTOR not approved by the CLIENT has participated in the provision of the SERVICES, or
h) during the provision of the SERVICES, the PROVIDER has breached the ban on illegal employment pursuant to the Illegal Work Act, or
i) the PROVIDER has breached the obligations relating to insurance, or
j) the PROVIDER has repeatedly or materially breached any of its other contractual obligations set out herein and/or in the CONTRACT, or
k) the PROVIDER is insolvent, has filed a bankruptcy petition, a bankruptcy order has been filed for its assets, or the bankruptcy proceedings have been suspended due to insufficient assets of the PROVIDER or restructuring proceedings have been initiated against the PROVIDER or the PROVIDER has entered into liquidation, or
l) there have occurred other reasons for the CLIENT´s withdrawal set out in the CONTRACT or elsewhere in these GTC.

7.5 The PROVIDER shall be entitled to withdraw from the CONTRACT in writing in cases of material breach of the CONTRACT on the date of delivery of the written withdrawal notice to the CLIENT, whereby cases of material breach of the CONTRACT by the CLIENT are the following:

a) the CLIENT is in default in payment of the invoice properly issued by the PROVIDER for the SERVICES rendered properly and in a timely manner for more than thirty (30) days upon expiry of the maturity thereof, or
b) the CLIENT is insolvent, has filed a bankruptcy petition, a bankruptcy order has been filed for its assets or the bankruptcy proceedings have been suspended due to insufficient assets of the CLIENT, the restructuring proceedings have been initiated towards the CLIENT, or the CLIENT has entered into liquidation.

7.6 In case of withdrawal from the CONTRACT, the PARTIES shall mutually settle their receivables and payables arisen until the effective date of withdrawal from the CONTRACT, within thirty (30) days from the effective date of withdrawal from the CONTRACT.

7.7 A written notice of withdrawal from the CONTRACT shall be delivered to the other PARTY by a registered letter with return receipt sent to the address set out in the CONTRACT, unless other delivery address of the other PARTY is provably announced to the withdrawing PARTY in accordance with the CONTRACT.

7.8 The termination of the CONTRACT under this article of these GTC shall not affect the right for compensation of damage arising out of the breach of the CONTRACT, the contractual provisions relating to the choice of law, settlement of disputes between the PARTIES, contractual penalty and other provisions which according to the CONTRACT or with respect to their nature shall survive the termination of the CONTRACT.

8. FORCE MAJEURE

8.1 It shall not be considered a breach of the CONTRACT, if either of the PARTIES is unable to fulfil its contractual obligations due to an obstacle occurred beyond the will of the liable PARTY and is prevented by this obstacle from performing its obligation, unless it can be reasonably assumed that the liable PARTY could have averted or overcome this obstacle or the consequences thereof and could have foreseen this obstacle at the time of establishment of the obligation (e.g. war, nation-wide strike, earthquake, flood, fires, terrorist attack, etc.), with such obstacle directly preventing the PARTY that invokes its occurrence from performing its obligations (hereinafter referred as "**circumstances excluding liability/Force Majeure**").

8.2 The PARTY which is in breach of its obligation or which, taking into account all the circumstances, should know that it will have breached its obligation arising out of the CONTRACT as a result of circumstances excluding liability/Force Majeure shall be obliged to notify the other PARTY in writing of the threat or the occurrence of circumstances excluding liability/Force Majeure along with the consequences and the expected duration thereof. This PARTY shall be obliged to submit the notification without undue delay after it becomes aware of these circumstances or could have been aware while exercising due diligence. The damage resulting from the failure to notify or from late notification of the threat or occurrence of circumstances excluding liability /Force Majeure shall be borne by the PARTY responsible for such late notification. At the request of the other PARTY, the affected PARTY shall submit a document confirming the existence of the circumstances excluding liability/Force Majeure issued by the respective authorities or an organization representing the interests of the country of origin.

8.3 Unless otherwise agreed in writing by the PARTIES, the contractually agreed periods shall be extended by the duration of the circumstances excluding liability/Force Majeure.

8.4 If the duration of the circumstances excluding liability/Force Majeure exceeds thirty (30) days, the PARTIES shall be obliged to conduct negotiations about possible change/modification of the CONTRACT. Unless such negotiations are completed successfully within ten (10) days, either of the PARTIES shall be entitled to withdraw from the

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CONTRACT. The PARTIES shall be obliged to settle without undue delay their mutual receivables and payables arisen prior to the termination of the CONTRACT.

8.5 By concluding the CONTRACT, the PARTIES declare that they are both aware of the existence of the coronavirus pandemic (COVID-19) and of the content of the official restrictive measures issued by the authorities in the Slovak Republic and/or in any other state relevant to the subject matter of the CONTRACT by the date of conclusion of the CONTRACT and undertake to perform their obligations under the CONTRACT with this knowledge. The PARTIES declare that the coronavirus pandemic (COVID-19) does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT.

8.6 By concluding the CONTRACT, the PARTIES declare that they are both aware of the Russian invasion of Ukraine, which commenced on 24 February 2022, and undertake to perform their obligations under the CONTRACT with that knowledge. The PARTIES declare that the Russian invasion of Ukraine does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT.

9. CONFIDENTIALITY OBLIGATION

9.1 The PARTIES agree that all information and facts acquired by them in any manner about the other PARTY and its activity in connection with the conclusion and performance of the CONTRACT, but not only in connection therewith, as well as the contents of the CONTRACT shall be deemed confidential and have the nature of a trade secret. The PARTIES shall be obliged not to disclose or make such information and facts available to third parties and not to use them for any purpose other than for the performance of the CONTRACT.

This provision shall not apply to disclosure of information by the CLIENT to the parent company MOL Plc. or the MOL GROUP companies, as well as to its auditors, legal and tax counsellors, financial and insurance institutions that are either bound by the general professional confidentiality obligation stipulated or imposed by law or are obliged to maintain confidentiality based on a written agreement with the CLIENT.

9.2 The obligation of non-disclosure (confidentiality) shall not apply to the information and facts that:

a) are publicly available or which become public not due to the fault of the receiving PARTY, or
b) have been provably known to the other PARTY prior to the conclusion of the CONTRACT, or
c) the PARTY has obtained from a third party which is not bound by the confidentiality obligation towards the PARTY whom such information concerns, or
d) are to be made available and disclosed in accordance with the generally binding legal regulations, stock exchange regulations or request of the competent authorities to the extent specified by the applicable generally binding legal regulations.

9.3 The PROVIDER undertakes to provably bind also its EMPLOYEES and SUBCONTRACTORS to comply with the confidentiality obligation pursuant to this article of the GTC.

9.4 Termination of validity and effectiveness of the CONTRACT for any reason shall not affect the confidentiality obligation which shall survive the termination of validity and effectiveness of the CONTRACT.

10. INSURANCE

10.1 By concluding the CONTRACT the PROVIDER declares that it has taken out effective policies to the extent of the insurance below and undertakes to maintain these policies valid and effective over the term of the CONTRACT (provision of the SERVICES) and duly pay the premium. The PROVIDER shall be obliged to present the CLIENT at its request with the copies of these policies.

10.2 The required scope of insurance at the PROVIDER´s expense:

- property damage insurance to cover losses or damages to the PROVIDER´s property including construction equipment owned, leased or rented by the PROVIDER,
- third party liability insurance for damage caused in the performance of its activities, which also covers any damage caused by the PROVIDER to the CLIENT in the performance of the CONTRACT and/or defective performance of the CONTRACT.

The other insurance obligations which the PROVIDER is obliged to meet under the applicable generally binding legal regulations, including insurance of EMPLOYEES such as accident insurance, health insurance, shall not be affected by the foregoing in any way whatsoever.

10.3 The PROVIDER shall be obliged to ensure that its SUBCONTRACTORS that will participate in the performance of the CONTRACT under the terms and conditions set out in the CONTRACT have taken out insurance policies to the extent set out in point 10.1 and 10.2 of this article of GTC and duly pay the premium.

10.4 The preceding conditions relating to insurance shall not limit in any way whatsoever the obligations and liabilities of the PROVIDER for the losses and damages set out in these GTC and in the applicable generally binding legal regulations.

11. SELECTION AND ENGAGEMENT OF SUBCONTRACTOR

11.1 The PROVIDER shall, to the extent possible, perform the subject matter of the CONTRACT independently, without the use of a SUBCONTRACTOR. If the PROVIDER is unable to perform the subject matter of the CONTRACT independently, it may engage one (1) SUBCONTRACTOR in the performance, but only on the basis of the CLIENT´s written consent. A breach of this obligation shall be deemed a material breach of the CONTRACT with the CLIENT being entitled to withdraw from the CONTRACT.

11.2 The CLIENT shall accept up to two (2) supply chain levels in the provision of the SERVICES:

- Level 1 – PROVIDER;

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▸ Level 2 – SUBCONTRACTOR (the PROVIDER´S contractor).

The PROVIDER shall be obliged to prevent the creation of subsequent supply chain levels; otherwise the CLIENT has the right to withdraw from the CONTRACT.

11.3 The PROVIDER has the right to engage only such SUBCONTRACTORS who possess corresponding permits for the activities which constitute the subject-matter of the CONTRACT.

11.4 The PROVIDER shall be entitled to make use of a particular SUBCONTRACTOR only on the basis of the CLIENT´s prior written consent, unless otherwise specified in this article of these GTC. The CLIENT reserves the right to reject a proposed SUBCONTRACTOR without giving any reasons. In case of such rejection by the CLIENT of the SUBCONTRACTOR, the PROVIDER shall not be entitled to make use of the given SUBCONTRACTOR.

11.5 The PROVIDER undertakes to notify the CLIENT in advance about its planned SUBCONTRACTORS who are to be engaged in the performance of the subject matter of the CONTRACT within five (5) WORKING DAYS before they start to execute the works and to ask the CLIENT within the same period to approve the proposed SUBCONTRACTOR. In case of a SUBCONTRACTOR from a non- European Union country, the PROVIDER shall also attach for check to the approval request at the CLIENT´s demand certified copies of residence cards for all EMPLOYEES of such SUBCONTRACTOR from non-European Union countries who will participate in the provision of the SERVICES, namely under the respective provisions of Act No. 404/2011 Coll. on the Residence of Foreigners and on Amendment and Supplement to Certain Acts, as amended. By concluding the CONTRACT the PROVIDER declares for this case that in respect of these EMPLOYEES it will meet all the obligations relating to personal data protection and that it will be entitled to provide such data to the CLIENT.

11.6 The consent of the CLIENT with the engagement of the SUBCONTRACTOR shall not relieve the PROVIDER from the proper performance of its obligations arising out of the CONTRACT and the related liability to the CLIENT. When providing performance under the CONTRACT through a SUBCONTRACTOR, the PROVIDER shall be liable as if it were providing the performance itself.

11.7 The CLIENT shall be entitled to request in writing, giving the reason, that the PROVIDER change a SUBCONTRACTOR (the replacement of a SUBCONTRACTOR by another SUBCONTRACTOR). The PROVIDER shall not be entitled to refuse such request and it shall be obliged to ensure the performance through other SUBCONTRACTOR approved by the CLIENT as indicated above within ten (10) days or to render the performance itself.

11.8 The PROVIDER declares that it has taken notice of the fact that if the CLIENT finds out that the SERVICES constituting the subject matter of the CONTRACT are rendered by a SUBCONTRACTOR not approved by the CLIENT, the CLIENT shall consider the presence of such SUBCONTRACTOR in the place of provision of the SERVICES in the premises of SLOVNAFT, a.s. to be unauthorized and the CLIENT shall be entitled to prohibit the entry of such SUBCONTRACTOR into the place of provision of the SERVICES. Such behavior of the PROVIDER shall be deemed a material breach of the CONTRACT, entitling the CLIENT to withdraw from the CONTRACT.

11.9 By concluding the CONTRACT the PROVIDER declares that it has been made familiar with the fact that the CLIENT is entitled, even without giving any reason, to refuse the entry to the premises of SLOVNAFT, a.s. for the EMPLOYEES or natural persons executing the works in the premises of SLOVNAFT, a.s. with the consent or knowledge of the PROVIDER as well as of the SUBCONTRACTORS, their EMPLOYEES or natural persons executing the works in the premises of SLOVNAFT, a.s. with the consent or knowledge of these SUBCONTRACTORS as well as of any other persons dispatched to perform the works in the premises of the SLOVNAFT, a.s. on behalf of the PROVIDER or its SUBCONTRACTORS.

11.10 By concluding the CONTRACT the PROVIDER undertakes, during the term of the CONTRACT, not to enter into the employment relationship with the employees of the CLIENT or into a similar employment relationship or a relationship under civil/commercial law. The PROVIDER undertakes to contractually oblige also its SUBCONTRACTORS to act in the same manner.

12. DELIVERY, COMMUNICATIONS, REPRESENTATIVES OF THE PARTIES

12.1 Any notice to be sent by either PARTY to the other PARTY under the CONTRACT, in particular, but not limited to, notices, requests, proposals, appeals or other legal acts containing the exercise of a right or a claim, shall be delivered in person or by a registered letter at the address of the other PARTY specified in the CONTRACT, unless other delivery address is provably notified to the PARTY and provided that no other method of delivery is set out in these GTC or in the CONTRACT.

12.2 If the PARTY to whom the notice is addressed does not accept it for any reason, it shall be deemed to have been delivered (i) on the date of expiry of the collection period in the case of deposit at the post office, even if the PARTY to whom the notice is addressed did not become aware of the delivery (deposit at the post office), or (ii) on the date on which the PARTY to whom the notice is addressed refuses to accept the delivery of the parcel.

12.3 In case of personal delivery, the notice shall be deemed to have been delivered upon its physical delivery to the addressee, in case of the CLIENT at its mailroom. In the cases set out in these GTC or in the CONTRACT a notice may be also delivered by e-mail. In case of notices to be delivered by e-mail, a notice shall be deemed to have been received (delivered) at the time of its sending by the PARTY to the e-mail address of the other PARTY (contact person of the CLIENT specified in the CONTRACT or the contact person of the PROVIDER set out in the CONTRACT), unless other e-mail delivery address is provably notified to the PARTY in compliance with these GTC provided that if such notice is sent after 03:00 pm on the WORKING DAY or on Saturday, Sunday or public

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holiday, such notice shall be deemed to have been delivered on the next WORKING DAY.

12.4 All information and requests and any other communications related to the CONTRACT in technical and commercial matters shall be forwarded and notified by the PARTIES in writing, i.e. by letter or e-mail to the contacts set out in the CONTRACT or its annexes.

13. FINAL PROVISIONS

13.1 The PROVIDER shall be entitled to make references to the CONTRACT or to the cooperation with the CLIENT only upon a prior written and explicit consent of the CLIENT. The CLIENT shall be entitled to revoke its prior consent at any time in writing without giving a reason.

13.2 The CLIENT shall be entitled to assign/transfer the CONTRACT or any part thereof as well as the respective rights and obligations arising for it out of the CONTRACT to a third party and it shall be obliged to notify the PROVIDER thereof in writing in advance. By concluding of the CONTRACT, the PROVIDER gives its irrevocable consent to such assignment/transfer.

13.3 The PROVIDER shall not be entitled to assign/transfer the CONTRACT or any part thereof or the respective rights and obligations arising out of the CONTRACT to a third party without a prior written consent of the CLIENT.

13.4 Legal relations not expressly regulated by the CONTRACT shall be governed by the applicable provisions of the COMMERCIAL CODE as well as by other applicable generally binding legal regulations of the Slovak Republic. The PARTIES exclude the application of provisions of any conflicts of law rules to the rights and obligations not regulated in the CONTRACT.

13.5 The PARTIES shall endeavor to settle any disputes related to the CONTRACT amicably (out-of-court). If the disputes are not settled amicably out-of-court, any disputes arising out of the CONTRACT, including those concerning its validity, interpretation or annulment, shall be decided by the court of the Slovak Republic with subject-matter and territorial jurisdiction.

13.6 If the PROVIDER has its registered office outside the territory of the Slovak Republic, differently from point 13.5. above, the PARTIES have agreed by concluding the CONTRACT (by confirming the PO) that all disputes arising out of or related to the CONTRACT (including disputes on non-contractual claims) will be decided in arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The dispute shall be decided by three (3) arbitrators. The language of the arbitration shall be English. The place of arbitration shall be Bratislava (Slovak Republic). The arbitration clause shall be governed by the law of the Slovak Republic.

13.7 By conclusion of the CONTRACT the PROVIDER confirms that it has read the MOL GROUP Business Partner Code of Ethics available at www.slovnaft.sk or www.molgroup.info, it understands its contents and indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the PROVIDER declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT.

13.8 The PROVIDER undertakes to immediately inform the CLIENT on a breach of the MOL GROUP Code of Ethics and Business Conduct and the implementation of corrective actions.

13.9 The PROVIDER acknowledges that if norms of the MOL GROUP Business Partners Code of Ethics are permanently or substantially breached in the sphere of interest of PROVIDER (i.e. by own conduct of the PROVIDER or by suppliers or sub-contractors, intermediaries, proxies or agents) the CLIENT reserves the right to apply corrective measures up to and including termination of business co-operation in accordance with the applicable law, irrespective of the otherwise applicable legal consequences set forth in these GTC.

13.10 The PROVIDER acknowledges that breach of the MOL GROUP Code of Ethics and Business Conduct can be determined in accordance with the principles stated in the MOL GROUP Ethics Council Rules of Procedure (Appendix of the MOL GROUP Code of Ethics and Business Conduct) under which the MOL GROUP Ethics Council has the power to establish material ethics breach.

13.11 If allegations of non-compliance or breach emerge, the PROVIDER commits itself to co- operate in clarification. As part of this co-operation MOL GROUP companies participating in the clarification, may ask for verification by any of the following means and for corrective measures if there is a reason for concern:

- Self-Assessment: fill in a questionnaire, conduct internal investigation or solicit information from a third party, e.g. a data provider or public in- formation on compliance.
- Certifications/Statements: certification or statement confirming compliance.
- On-Site Audits: MOL GROUP or a third party acting on MOL GROUP's behalf may ask the PROVIDER for permission to verify compliance on site.

13.12 By conclusion of the CONTRACT, the PROVIDER confirms that it has read the CODE OF RESPONSIBLE PROCUREMENT available at https://molgroup.info/en/about-mol-group/supplier-center/responsible-procurement, it understands its contents, indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the PROVIDER declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT.

13.13 By conclusion of the CONTRACT, the PROVIDER certifies that it has reached the document ARIBA NETWORK on https://slovnaft.sk/en/about-us/our-company/supplier-center/ariba-network-conditions/, it has studied and understood what has been stipulated therein, expresses its consent to be bound by the obligations deriving therefrom and when performing the CONTRACT PROVIDER may not refer to the lack of knowledge of these requirements.

13.14 Change in identification data of the company incorporated in the Business Register/Trade Register

www.slovnaft.sk
SLOVNAFT, a.s.,
Vlčie hrdlo 1,
824 12 Bratislava, Slovak Republic
Identification Number: 31 322 832
VAT Identification Number:
SK2020372640
The Company is registered in the Commercial Register of City Court Bratislava III, Section: Sa, Insert number: 426/B

or other register (e.g. change of registered office/principal place of business, representative) as well as change in identification numbers (in particular VAT ID No.), change in the bank account number, change in the department responsible for the conclusion and performance of the CONTRACT or change in contact and authorized persons shall not be deemed the changes requiring an amendment to the CONTRACT. The PARTY shall be obliged to notify the other PARTY of changes in these data in writing without undue delay, however, not later than ten (10) days prior to adoption of any change, or within ten (10) days after these changes come into force (registration). If the PROVIDER fails to meet its notification obligation pursuant to the foregoing and damage is incurred by the CLIENT on these grounds, the PROVIDER hereby undertakes to indemnify the CLIENT for the damage incurred.

13.15 PARTIES shall comply with the rules of the 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 repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as "**Regulation**") and Act No. 18/2018 Coll. on Personal Data Protection and on amendment and supplementation of certain acts (hereinafter referred to as "**Act**") when processing personal data.

According to the CONTRACT both PARTIES shall be deemed as data controllers concerning the personal data of contact persons and other cooperating subjects specified in the CONTRACT.

The PARTIES process the following personal data of the contact persons and other cooperating persons: name, surname, title, e-mail address, telephone number, company address, job position/function, signature.

By concluding the CONTRACT, the PARTIES declare that they have a legal basis for the provision (transfer) of personal data and the data subject has been informed of the provision of personal data to the other PARTY. The privacy notice shall contain the elements required by the Regulation respectively by the Act.

All information regarding the protection of personal data and the rights of the data subject in the processing of personal data and obligations of the CLIENT as the controller is published and updated on the website https://slovnaft.sk/sk/.

If an employee or any other person of the CLIENT who has been entrusted with the performance of the CONTRACT enters the premises of SLOVNAFT, a.s. and for the purpose of authorizing the entry, the personal data of this person is provided in advance to SLOVNAFT, a.s., the PROVIDER shall make available to these persons prior to the provision of the data the Declaration on the processing of personal data the privacy notice for Entry procedure, which is available on the website www.slovnaft.sk, About us, the link Personal data protection.

Based on the request of any PARTY, the other PARTY undertakes to demonstrate at any time the provision of privacy notice, including the transfer of personal data within the meaning of the above provisions.

13.16 By concluding the CONTRACT, the PARTIES declare that the subject matter of the CONTRACT, as well as future business relations between the PARTIES and third parties relating to the subject matter of the CONTRACT, and the PARTIES themselves and their representatives, are not subject to restrictive measures by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter referred to as "**Trade Restrictions**"). Neither PARTY shall be obliged to perform any obligation required by this CONTRACT against the other PARTY (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

13.17 The CONTRACT may be modified and amended only based on a written agreement of both PARTIES.

13.18 The special terms set out in the CONTRACT (or PO) shall take precedence over the provisions of these GTC.

13.19 The contractual relationship established by the CONTRACT shall be subject exclusively to these GTC. Different business terms and conditions of the PROVIDER shall not apply to the contractual relationship established by the CONTRACT even if it has notified the CLIENT of its own, different terms and conditions or if such terms and conditions are printed on documents of the PROVIDER, in particular on the PO acknowledgement.

13.20 The CLIENT shall be entitled to amend these GTC at any time. The amended GTC shall become an integral part of the CONTRACT once approved by the PROVIDER. The PROVIDER shall agree to an amendment to the GTC if it has not notified the CLIENT in writing within 15 days from the date of delivery thereof of its disagreement therewith. To avoid any doubt, an amendment to the GTC shall not affect the validity and effectiveness of the CONTRACT entered into prior to the amendment of the GTC.

13.21 These GTC come into force and effect on the date of their issue.

In Bratislava, on 1st July 2024

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