

GENERAL TERMS AND CONDITIONS for suppliers

1. CONTRACTING PARTIES

1.1. These General Terms and Conditions for Suppliers (the „GTC“) form an integral part of the agreement (the „Agreement“) concluded between Kongresové centrum Praha, a.s. (the „Purchaser“ or „KCP“) and a natural or legal person (the „Supplier“), the subject matter of which is the performance of obligations relating to the supply of goods, provision of services, or execution of works for the Purchaser.

2. INTRODUCTORY PROVISIONS

2.1. These General Terms and Conditions (the „GTC“) have been prepared and issued by Kongresové centrum Praha, a.s., having its registered office at 5. května 1640/65, Nusle, 140 00 Prague 4, Czech Republic, Company ID No. 63080249, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 3275.

2.2. KCP is a commercial company whose business activities include, among others, the leasing of real estate, residential premises and non-residential premises.

2.3. These GTC shall be binding upon all Suppliers entering into any purchase order, agreement, or providing any performance to the Purchaser (collectively the „Agreement“). By executing the Agreement, the Supplier confirms that it has familiarized itself with these GTC, understands them, and agrees to be bound by their provisions. Any other terms and conditions, in particular the Supplier's own business terms and conditions, shall apply only if expressly accepted by the Purchaser in writing. These GTC shall also govern all future bu-

siness relationships between the Purchaser and the Supplier, even where no express reference to these GTC is made when concluding the relevant Agreement.

2.4. The Supplier shall be deemed to have become acquainted with these GTC particularly where: (a) the Supplier confirms receipt of and/or familiarity with the GTC by signature; or (b) the GTC are delivered to the Supplier by e-mail or via the Supplier's data mailbox.

2.5. The Supplier unconditionally agrees that all legal relationships between the Supplier and KCP shall be governed by these GTC. Such agreement is established by: (i) execution of an Agreement to which these GTC are attached or which expressly refers to them; or (ii) commencement of performance under a purchase order issued by KCP, provided that the Supplier was previously made aware of these GTC. Receipt of and familiarization with these GTC shall be confirmed by the Supplier either by signature (on the Agreement or purchase order) or by e-mail.

2.6. In the event of any inconsistency, the provisions of the Agreement shall prevail over these GTC.

2.7. Those provisions of these GTC which are manifestly inappropriate in view of the nature of the relevant performance shall not apply. In such case, only those provisions relevant to the particular type of performance shall apply.

2.8. The Supplier acknowledges that the primary means of communication with KCP shall be electronic mail. All correspondence intended for KCP shall be sent to: podatelna@praguecc.cz. Accordingly, the Supplier undertakes to maintain a functioning e-mail address throughout the duration of any legal relationship with KCP and for an additional period of three (3) years following its termination. Where the Agreement or Purchase Order provides for a longer warranty period, this obligation shall continue for at least the duration of such warranty period. For the purposes of service of notices, any e-mail sent by KCP to the Supplier shall be deemed delivered on the third (3rd) day following its dispatch. Should the Supplier's e-mail address become inoperative, the Supplier shall immediately notify KCP of a new functioning e-mail address replacing the previous one.

2.9. The Supplier shall permit KCP to verify compliance with these GTC and shall provide all requested documentation without undue delay.

3. PLACE OF PERFORMANCE

3.1. KCP declares that it is the sole owner of the following real property located at: 5. května 1640/65, 140 00 Praha 4: namely:

- land plot No. 1100;
 - including the multi-purpose building No. 1640 (the „Building“);
- registered in the Land Register maintained by the Prague Cadastral Office for the Capital City of Prague, cadastral area Nusle, Title Deed No. 1431.

3.2. KCP further declares that it is the sole owner of the following real property located at: Na Pančrácí 1685/17,19, 140 00 Praha 4: namely:

- land plot No. 1101/5;
- including the building known as Business Centre

Vyšehrad, Building No. 1685 (the „BCV Building“); registered in the Land Register maintained by the Prague Cadastral Office for the Capital City of Prague, cadastral area Nusle, Title Deed No. 1431.

3.3. The place of performance shall be specified in the Agreement or the relevant purchase order. Unless otherwise agreed, the place of performance shall be the registered office of KCP.

4. ACCEPTANCE OF PERFORMANCE, TRANSFER OF RISK AND TRANSFER OF TITLE

4.1. The subject matter of the Agreement shall be deemed duly performed once the Performance has been properly delivered in accordance with the Agreement and accepted by KCP. Partial acceptance shall only be permitted where expressly agreed by the Parties.

4.2. Delivery and Acceptance document

Upon delivery and acceptance of the Performance, the Parties (or their duly authorised representatives) shall execute a handover protocol, delivery note or other agreed confirmation document. Such document shall clearly identify the delivered Performance, specify the date and place of delivery and record any reservations made by KCP.

4.3. Right to Refuse Acceptance in the Event of Delay

KCP shall be entitled to refuse acceptance of any Performance that is not delivered within the agreed time or does not comply with the quality requirements set out in the Agreement. In such event, KCP shall not be deemed to be in default. Any costs and risks associated with repeated or substitute delivery shall be borne exclusively by

the Supplier.

4.4. **Transfer of Risk**

The transfer of the risk of loss or damage shall be governed by the Agreement and applicable law. Unless otherwise agreed, the risk of loss or damage shall pass to KCP upon proper acceptance of the Performance. Where KCP refuses acceptance due to defects or delay, the risk of loss or damage shall remain with the Supplier.

4.5. **Transfer of Title**

Where the subject matter of the Performance is capable of being owned, title shall pass to KCP upon acceptance of the Performance. The Supplier shall transfer title free and clear of any third-party rights, liens, encumbrances or other legal defects and shall deliver all documents necessary for the effective transfer of ownership. Where transfer of ownership is not legally or practically possible by reason of the nature of the Performance (for example, software, licenses or intellectual property), the Supplier shall notify KCP thereof in writing in advance and propose an appropriate legal arrangement, including, where applicable, the grant of an appropriate license.

4.6. **Retention of Title**

Any retention-of-title arrangement in favor of the Supplier shall be excluded unless expressly agreed otherwise in the Agreement.

5. **PAYMENT TERMS**

5.1. **Invoicing**

The Supplier shall issue tax invoices complying with all applicable legal requirements and clearly identifying the relevant Agreement or Purchase Order. Unless otherwise agreed, the final invoice may only be issued after the Performance has

been formally accepted without defects or outstanding deficiencies.

5.2. **Submission of Invoices**

Invoices, together with all supporting documents, shall be submitted electronically to: podatelna@praguecc.cz. Each invoice shall be accompanied by the relevant delivery and acceptance record confirming proper performance.

5.3. **Payment Due Date**

Unless otherwise agreed, invoices shall become due and payable thirty (30) calendar days following receipt by KCP of a duly issued invoice.

5.4. **Defective Invoices**

KCP shall be entitled to return any invoice that fails to comply with the Agreement or applicable legal requirements. In such case, the payment period shall cease to run and shall recommence only upon delivery of a corrected or replacement invoice.

5.5. **VAT and Payment Regime**

The Supplier shall specify on each invoice a bank account duly published by the Czech tax authorities. Where required by applicable law, KCP shall be entitled to pay the net purchase price directly to the Supplier and remit the applicable VAT directly to the competent tax authority (split payment mechanism). The Supplier acknowledges and accepts such payment procedure without entitlement to any compensation or sanctions.

5.6. **Assignment of Receivables**

The Supplier may assign any receivable against KCP only with KCP's prior written consent.

5.7. Advance Payments, Retentions and Bank Guarantees

Advance payments, retention amounts and bank guarantees may only be agreed expressly in the Agreement. Where agreed, they shall be governed exclusively by the provisions of the Agreement, including the method of recording retention amounts on invoices, conditions for their release and any requirements relating to bank guarantees.

6. SAFETY AND OPERATIONAL RULES

6.1. The Supplier shall comply with all applicable laws, internal regulations and instructions issued by KCP or its authorised representatives concerning occupational health and safety, hygiene and fire protection at KCP's premises. Where KCP identifies any breach of such obligations, it shall be entitled to require immediate remedial action.

6.2. Occupational Health and Safety (OHS) – general obligations of Supplier

6.2.1. Before commencement of the works, the designated representatives of both Parties shall exchange information regarding workplace risks, preventive measures, locations of first-aid facilities, evacuation procedures and any other relevant occupational health and safety documentation. Such coordination shall be documented in writing, including, where applicable, the site handover protocol or construction site diary.

6.2.2. The Supplier shall ensure that all personnel possess the required occupational health and safety training and medical fitness. The Supplier shall maintain a daily register of all persons present on site, including evidence of their professional qualifications. **All personnel of the Supplier, including subcontractors, shall remain visibly identified throughout their presence on KCP's premises.** Access shall not be gran-

ted to persons who are not properly identified. Personnel shall wear high-visibility safety vests displaying the Supplier's trade name and identification of the relevant contract. Vehicles, machinery and equipment operated by the Supplier on KCP's premises shall be visibly marked with the Supplier's name, contract number and contact details of the Supplier's representative. The Supplier shall appoint an authorised representative for the entire duration of the Performance and shall provide KCP with the representative's contact details before commencement of the works.

6.2.3. The Supplier shall ensure that all work equipment and regulated technical equipment used by the Supplier or its subcontractors—including, without limitation, power tools, ladders, scaffolding, fall-arrest systems and lifting equipment—remain in a safe operating condition and are subject to all mandatory inspections, testing and statutory examinations required by applicable legislation, Czech technical standards (ČSN), manufacturers' instructions and other applicable technical regulations. Evidence of such inspections shall be available at the place of performance and produced to KCP upon request. Equipment lacking valid inspection certificates or otherwise failing to meet applicable safety requirements shall not be used and shall be immediately withdrawn from service by the Supplier.

6.2.4. Prior to the commencement of the works, the Supplier shall ensure that all its employees, including the employees of its subcontractors, receive documented instruction regarding occupational health and safety, fire protection, first aid procedures and emergency response measures applicable at the site.

6.2.5. **The Supplier shall ensure the manda-**

tory use of appropriate Personal Protective Equipment („PPE“) by all personnel and shall continuously supervise compliance with this obligation.

The minimum required PPE shall include: safety helmet; high-visibility vest; eye protection; appropriate protective clothing; S3 safety footwear; protective gloves. Modified, damaged or otherwise unsuitable PPE shall not be permitted. Where work is carried out in areas without adequate lighting, personnel shall also be equipped with a portable light source.

6.2.6. Work at Height / Above Open Voids

Any person performing work at height or above an open void shall always use an approved full-body safety harness with a fall-arrest lanyard or equivalent fall protection system. Before such work commences, the Supplier shall prepare written fall-protection measures specifying, in particular: the work procedure; anchorage points; fall-protection calculations where required; records confirming the issue of fall-protection equipment; and collective protective measures. Such records may form part of the construction site diary.

6.2.7. Unless expressly authorised in writing by KCP, the Supplier shall not use any existing structural elements of the Building for lifting operations.

Lifting equipment shall be operated exclusively from the floor or ground level. The Supplier shall ensure proper load distribution and perform all lifting operations in a manner preventing damage to the Building, its finishes and utility networks. Only lifting equipment complying with all applicable legal requirements may be used. Upon request, the Supplier shall provide KCP with valid inspection certificates relating to such equipment. Tempo-

rary electrical installations, lighting systems and power supplies shall be installed, operated and maintained in accordance with applicable legislation, Czech technical standards (ČSN) and manufacturers' instructions.

6.2.8. Site Fencing

Where the provision of site fencing forms part of the Supplier's obligations, the Supplier shall install and maintain continuous fencing around the construction site, or the relevant part thereof, until all contractual obligations have been fulfilled.

6.2.9. Movement of Personnel

The Supplier's personnel may access only those parts of the Site designated by KCP. They shall comply with all OHS instructions and use only access routes designated by KCP.

6.2.10. Completed and Accepted Parts of the Performance

Upon acceptance of completed and separable parts of the Performance, responsibility for OHS relating to KCP's own employees and other contractors working within those completed areas shall pass to KCP. This shall be without prejudice to the provisions governing formal handover and acceptance of the Performance.

6.2.11. Storage

The Supplier shall establish warehouses and storage facilities for materials only in locations designated by KCP and in compliance with applicable OHS requirements .

6.2.12. Occupational Accidents

The Supplier shall immediately notify KCP of any occupational accident involving its employees or subcontractors. The Supplier shall permit KCP

to participate in the investigation of such accident and shall provide KCP with a copy of the accident report. Where no statutory accident report is prepared, the Supplier shall provide equivalent written information. Nothing herein shall affect the Supplier's statutory obligations concerning accident reporting and record-keeping.

6.2.13. Alcohol and other Substances

The possession or consumption of alcohol or narcotic or psychotropic substances on the Site is strictly prohibited. KCP shall be entitled to carry out breath alcohol testing. The Supplier shall immediately remove from the Site any person found to be under the influence of alcohol or other intoxicating substances; or refusing to undergo testing. Should the Supplier fail to do so, KCP shall be entitled to remove such person from the Site on the Supplier's behalf.

6.2.14. Subcontractors

The provisions of this Article shall apply equally to subcontractors and to any other persons participating in the Performance through the Supplier or present at the Site with the Supplier's knowledge or consent.

6.3. Fire Safety

6.3.1. Prior to commencement of the works, the Supplier shall establish appropriate fire prevention measures applicable to the Site. The Supplier shall ensure that all personnel receive documented fire safety training and shall perform regular inspections in accordance with applicable legislation.

6.3.2. Any fire occurring at the Site shall be reported to KCP immediately in writing. This obligation shall be without prejudice to any statutory reporting obligations owed to the Fire Rescue Service or other competent authorities.

6.3.3. Where activities or equipment involve an

increased fire risk, the Supplier shall implement appropriate preventive measures, including: elimination of combustible materials where practicable; provision of suitable fire extinguishing equipment; appointment of fire watch personnel where required; maintenance of unobstructed emergency escape routes. Before commencing hot works or other fire-risk activities, the Supplier shall provide KCP with a copy of the relevant written Hot Work Permit. Following completion of hot works or other hazardous activities, the Supplier shall carry out post-work fire surveillance to the extent required by applicable legislation and Czech technical standards (ČSN).

7. ENVIRONMENTAL PROTECTION (ENVIRONMENTAL REQUIREMENTS)

7.1. The Supplier shall comply with all applicable environmental laws and regulations, Czech technical standards (ČSN), and KCP's internal environmental policies and procedures. The Supplier shall implement all reasonable preventive measures to minimize any adverse environmental impact arising from the Performance.

7.2. Noise and Water Protection

The Supplier shall minimize noise generated by its activities and shall take all necessary measures to prevent contamination of surface water, groundwater, drainage systems and any other water resources located on or in the vicinity of the Site.

7.3. Order and Waste Management

The Supplier shall maintain the Site and all access routes in a clean and orderly condition throughout the Performance. The Supplier shall continuously remove waste and debris generated by its activities and shall manage all waste in accordance with applicable legislation, giving priority to reuse and recycling wherever reasonably practicable. The Supplier shall ensure that no waste escapes

beyond the boundaries of the Site.

7.4. **Waste Records**

The Supplier shall maintain complete records of all waste generated through its activities, including waste generated by its subcontractors or other persons engaged by the Supplier. Such records shall be delivered to KCP together with the completed Performance. Submission of the waste records shall constitute a condition precedent to proper completion of the Supplier's contractual obligations.

7.5. **Waste Separation and Substitute Performance**

Where waste separation has been implemented at the Site, the Supplier shall fully comply with its rules. Should the Supplier fail to fulfil its obligations, even after being granted an additional reasonable period for remedy, KCP may itself perform, or procure a third party to perform, the necessary measures at the Supplier's sole cost and expense.

7.6. **Machinery and Vehicles**

The Supplier shall prevent any leakage of fuels, oils or other operating fluids. Internal combustion engines shall not be left idling unnecessarily. Maintenance of machinery or vehicles, including refuelling and replacement of operating fluids, shall not be carried out at the Site unless expressly authorised by KCP.

7.7. **Chemical Substances**

Chemical substances and mixtures shall be handled strictly in accordance with applicable legislation. Upon request, the Supplier shall provide KCP with: a list of hazardous substances used; current Safety Data Sheets (SDS); evidence of personnel training, where required by law.

7.8. **Protection of Vegetation**

The Supplier shall protect all trees, shrubs and

other vegetation located on or near the Site. Tree felling or removal of vegetation may only be carried out pursuant to the required permits issued by the competent authorities. Where necessary, KCP shall provide the Supplier with an appropriate power of attorney for obtaining such permits.

8. **COORDINATION AND APPROVAL REQUIREMENTS**

8.1. **Pre-Commencement Coordination**

Before commencing any activity, the Supplier shall coordinate with KCP's designated contact person (including, without limitation, the supervising engineer, project manager or another authorised representative) regarding: the scope of the works; the place of performance; the schedule of the works; identified risks; proposed preventive measures; and the anticipated impact on KCP's operations. The Supplier shall not commence the relevant activities until such coordination has been confirmed by KCP's designated representative.

8.2. **Approved Work Schedule**

The Supplier shall prepare and submit to KCP a detailed work schedule, including key milestones and dependencies. The work schedule shall become effective only upon written approval by KCP's designated representative. No changes to the approved schedule or extraordinary works may be carried out without KCP's prior written approval.

8.3. **Access Authorisation and Identification of Personnel**

All personnel of the Supplier, including subcontractors, shall possess valid access authorisations required for entry to KCP's premises. Access shall be granted only in accordance with KCP's procedures referred to in Article 6.2.2. Throughout their presence on KCP's premises, all personnel shall remain visibly identified as represen-

tatives of the Supplier in accordance with Article 6.2.2. Persons lacking valid authorisation or proper identification shall be denied access.

8.4. **Access Cards (EKV)**

KCP shall issue personal, non-transferable access cards („EKV Cards“) to authorised personnel of the Supplier. The EKV Card shall be displayed visibly at all times while the holder is present on KCP's premises. The EKV Card will normally contain: the Supplier's identification; the Supplier's Company Identification Number (Company ID); the cardholder's name or unique identification number. The issuance and use of EKV Cards shall be recorded within KCP's access control system. The Supplier shall immediately report any loss, theft or damage of an EKV Card. Upon completion of the works or upon KCP's request, the Supplier shall promptly return all issued EKV Cards.

8.5. **Working Hours**

The Supplier shall perform the works exclusively during the times specified in the approved work schedule and in accordance with the operational regime of the Building. No work may be carried out outside the agreed working hours unless expressly authorised in writing by KCP. Any breach of this obligation may result in: immediate suspension of the works; removal of personnel from the Site; and enforcement by KCP of its contractual rights and remedies under the Agreement.

9. **LIABILITY, WARRANTIES AND CONTRACTUAL PENALTIES**

9.1. **Proper Performance without Defects**

The Supplier shall be liable for the proper, complete and timely performance of the Agreement. The Performance shall be free from both factual and legal defects and shall possess the characteristics expressly agreed between the Parties or, in the absence thereof, the characteristics normally expected for goods, services or works of the re-

levant kind. The rights and remedies relating to defective performance shall be governed by the Czech Civil Code, in particular Sections 1914 et seq., together with any specific statutory provisions applicable to the relevant type of contract. For the purposes of these GTC, a defect shall include, without limitation: failure to meet the agreed quality or technical specifications; defective workmanship; incorrect quantity; inadequate packaging; incomplete or incorrect documentation; delivery of goods or services other than those agreed; or defects in any documents forming part of the Performance.

9.2. **Technical Documentation, Installation and Commissioning**

The Supplier shall be responsible for the completeness, accuracy and professional quality of all technical documentation prepared by the Supplier and shall ensure its compliance with all applicable legal and technical requirements. Where the Performance includes installation, assembly or commissioning, the Supplier shall ensure that such activities are carried out properly and professionally and that the delivered equipment or works are fully commissioned, tested and capable of operation. Upon request, the Supplier shall provide KCP with all reasonable technical assistance during testing and trial operation.

9.3. **Compliance with Technical Regulations**

The Performance shall comply with all applicable legislation governing technical requirements for products and related regulations, including, where applicable, Act No. 22/1997 Coll., on Technical Requirements for Products, as amended, and all implementing legislation.

9.4. **Warranty**

The warranty period shall be governed by the Agreement. Unless otherwise agreed, the Supplier warrants the Performance for a period of

twenty-four (24) months commencing on the date of acceptance by KCP. Throughout the warranty period, the Performance shall: remain fit for its agreed purpose or, where no specific purpose has been agreed, for its ordinary intended purpose; retain all agreed or customary characteristics and quality standards. Where no contractual warranty has been expressly agreed, the Supplier shall provide KCP with an appropriate warranty certificate. Where the Agreement provides for a longer warranty period, all warranty obligations of the Supplier shall continue for the entire agreed period.

9.5. Rectification of Defects During the Warranty Period

Unless otherwise agreed, the Supplier shall remedy defects within the following time limits: (i) within one (1) Business Day after notification where the defect prevents or materially restricts KCP's business operations, provided that at least provisional restoration of functionality is technically possible; (ii) within one (1) month after notification in all other cases. The Supplier shall complete the permanent repair or replacement without undue delay.

9.6. Where the Supplier breaches any obligation arising under the Agreement, these GTC or applicable law, KCP shall be entitled to impose the contractual penalties set out below and/or adopt additional contractual measures, including suspension of the works or removal of the Supplier's personnel from the Site. The exercise of such rights shall not prejudice KCP's right to recover damages in full.

9.7. Rules Governing Contractual Penalties

Unless expressly stated otherwise, contractual penalties shall apply: to each individual breach; for each commenced day during which the breach continues; and where the obligation relates to individual persons, separately in respect of each affected person. The contractual penalties may be imposed cumulatively.

9.8. Due Date and Set-Off

Jakákoliv smluvní pokuta udělená v souladu s těmito VOP a Smlouvou je splatná do 10 dnů ode dne odeslání výzvy k její úhradě na kontaktní adresu uvedenou ve Smlouvě. KCP je oprávněna započíst pokuty proti splatným pohledávkám Dodavatele a/nebo pozdržet platby do výše uplatněných pokut do jejich úhrady.

9.9. Contractual Penalties (OHS, Fire Safety, Environmental Protection)

Failure to use mandatory Personal Protective Equipment (e.g. safety helmet, high-visibility vest, S3 safety footwear, eye protection)	3 000,- CZK
Failure to use personal fall protection while working at height	20 000,- CZK
Carrying out activities without the required professional qualifications or medical fitness	20 000,- CZK
Damage to, or failure to install, mandatory safety measures (including fencing or protective barriers)	5 000,- CZK
Burning waste or any other act causing environmental pollution	10 000,- CZK
Contamination of or damage to the construction site or surrounding premises	10 000,- CZK
Breach of the smoking prohibition in designated non-smoking areas	3 000,- CZK
Possession of alcohol / a positive alcohol test	20 000,- CZK
Any other breach of occupational health and safety, fire safety or environmental obligations under applicable law, the Agreement or these GTC	5 000,- CZK

9.10. **Additional Measures and Material Breach**

KCP shall be entitled to: suspend the works; remove from the Site any person violating applicable safety regulations; require immediate completion of additional safety training. Repeated or serious breaches—including, without limitation: carrying out high-risk activities without the required authorisation; the use of alcohol or narcotic substances; deliberate circumvention of safety measures—shall constitute a **Material Breach of the Agreement**, entitling KCP to exercise all contractual and statutory remedies available under the Agreement and applicable law.

9.11. The Supplier's obligation to pay any contractual penalty under the Agreement or these GTC shall not affect KCP's right to recover damages exceeding the amount of the contractual penalty. Where a court reduces the amount of any contractual penalty, KCP shall nevertheless remain entitled to recover damages to the extent that the actual loss exceeds the amount of the reduced contractual penalty, without any further limitation.

10. INSURANCE AND PROTECTION OF PROPERTY

10.1. KCP maintains insurance covering damage to its own property, including its buildings and equipment, caused in particular by natural perils and other insured events. Such insurance shall not extend to movable property owned by the Supplier. The Supplier is therefore recommended to maintain adequate insurance covering its own property, equipment and materials against loss, theft, vandalism and accidental damage. KCP also maintains public liability insurance covering damage caused by its activities to third parties.

10.2. Unless otherwise agreed in the Agreement, the Supplier shall maintain, throughout the per-

formance of the Agreement and for at least the duration of the applicable warranty period, valid liability insurance covering damage arising from its activities. Upon KCP's request, the Supplier shall provide documentary evidence of such insurance issued by its insurer.

10.3. Should the Supplier cause any damage to KCP's property during performance of the Agreement, the Supplier shall **immediately notify KCP** or its authorised representative and shall take all necessary measures to prevent further damage.

11. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

11.1. The Parties undertake to keep confidential all contractual terms and all other information obtained or disclosed in connection with the negotiation, execution or performance of the Agreement. This confidentiality obligation shall survive termination or expiry of the Agreement. The confidentiality obligation shall not apply where information is disclosed:

11.1.1. to other tenants or users of the Building where such information consists solely of general operational instructions, regulations or safety information issued by KCP.

11.1.2. to the Supplier's legal advisers, accountants, auditors or other professional advisers who are themselves bound by statutory or contractual confidentiality obligations.

11.1.3. where disclosure is required by applicable law or by a binding decision of a competent authority or court (including, without limitation, law enforcement authorities).

11.2. The Parties acknowledge that all information obtained from the other Party in connection with the Agreement shall be treated as confidential.

For the purposes of these GTC, KCP's Protected Information includes, in particular: trade secrets; personal data; confidential business information; information expressly designated as confidential. The Parties shall use Protected Information exclusively for the purposes of performing the Agreement. Neither Party shall: disclose Protected Information to any third party; use Protected Information for its own benefit or for the benefit of any third party contrary to its intended purpose; enable any third party to make unauthorised use of Protected Information. Disclosure shall only be permitted where required by applicable law or a final and binding decision of a competent authority. In such event, the Parties shall cooperate and take all reasonably available measures to protect the legitimate interests of the other Party.

11.3. The confidentiality obligations set out in this Article shall remain in force for a period of five (5) years following termination of the Agreement. With respect to trade secrets, the confidentiality obligation shall continue for an unlimited period.

11.4. Each individual whose personal data has been provided in connection with the conclusion of the Agreement confirms that they have received the required information concerning the processing of their personal data, thereby fulfilling the information obligations of the data controller.

11.5. KCP shall process personal data obtained in connection with the performance of the Agreement in accordance with **Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation – GDPR), as amended**, together with all applicable data protection legislation.

11.6. The Supplier shall maintain an appropriate level of cybersecurity and shall implement suitable technical and organizational measures to protect

KCP's information against unauthorised access, disclosure, alteration or loss.

12. CODE OF ETHICS FOR BUSINESS PARTNERS

12.1. The KCP Code of Ethics for Business Partners (the „Code“) forms Appendix No. 1 to these GTC and constitutes an integral part hereof.

12.2. By entering into the Agreement or performing under a Purchase Order issued by KCP, the Supplier confirms that it has read, understood and agrees to comply with the Code throughout the duration of the business relationship. The Supplier shall further ensure compliance with the Code by all subcontractors participating in the performance of the Agreement.

13. FINAL PROVISIONS

13.1. Should any provision of these GTC or the Agreement become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The Parties shall replace the affected provision without undue delay by a valid and enforceable provision which most closely reflects the economic purpose and commercial intent of the original provision.

13.2. KCP shall be entitled to amend these GTC unilaterally. KCP shall notify the Supplier of any amendment in writing or electronically (including via data mailbox or the e-mail address specified in the Agreement) at least thirty (30) days prior to the proposed effective date of the amendment.

13.3. The Supplier shall be entitled to object to any amendment of these GTC by delivering written or electronic notice to KCP within **fifteen (15) days** after receipt of the notice of amendment.

13.4. Where the Supplier duly objects to an amendment within the period specified above,

the contractual relationship shall continue to be governed by the version of the GTC effective on the date of execution of the Agreement or, where applicable, the last version expressly accepted by both Parties. The disputed amendment shall not apply to the Supplier.

13.5. If the Supplier fails to notify KCP of its objection within the period specified in Article 13.3,

the Supplier shall be deemed to have accepted the amendment, and the amended version of the GTC shall become binding upon the Supplier on the effective date specified in KCP's notice.

13.6. In the event of any inconsistency between the contractual documents, they shall prevail in the following order: the Agreement; these GTC; the Code of Ethics.

13.7. These GTC shall become effective on **1 January 2026**.