

General Terms and Conditions of the Leo Express Group

1. Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as the “GTC”) form an integral part of contracts or orders concluded between **Leo Express Global a.s.**, with its registered office at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, Company ID No. 290 16 002, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 15847, or another company within the Leo Express Group, namely:

- **Leo Express s.r.o.**, with its registered office at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, Company ID No. 066 61 572, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 286532,
- **Leo Express Tenders s.r.o.**, with its registered office at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, Company ID No. 248 48 131, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 180032,
- **Leo Express Maintenance s.r.o.**, with its registered office at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, Company ID No. 170 81 815, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 366277,
- **Leo Express Bohemia s.r.o.**, with its registered office at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, Company ID No. 221 36 673, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 411440.

(each individually referred to above as “Leo Express”), on the one hand, and the contractual partner (hereinafter referred to as the “Partner”), on the other hand.

1.2 These GTC apply to the supply of goods, provision of services and performance of works provided by the Partner to Leo Express. Each company within the Leo Express Group acts and is liable independently for its own obligations and does not guarantee the obligations of the other companies within the Group.

1.3 The Partner declares that, prior to entering into the contract, it has familiarized itself with these GTC, fully understands them and expressly accepts them. The Partner’s terms and conditions shall not apply to the relationship, even if the Partner refers to them in an offer, invoice or other document.

1.4 Any provisions deviating from these GTC agreed in the contract shall prevail over these GTC. Any deviation must be agreed in writing and must expressly relate to the relevant provision of these GTC.

2. Payment Terms

2.1 **Payment due date.** Invoices issued by the Partner shall be due 60 days from their delivery to Leo Express. Advance payments shall only be made if agreed in the contract.

2.2 **Delivery of invoices.** Invoices shall be sent electronically to fakturace@le.cz. The invoice must contain all particulars of a tax document required by applicable law, the contract or order identification, the subject matter and scope of performance, the date of taxable supply/performance and the Partner’s bank account number, and must comply with all statutory requirements.

2.3 **Return of invoices.** If an invoice does not contain all particulars required by the contract or applicable law, or if it is in any way inconsistent with the agreement between the parties, Leo Express shall be entitled to return it to the Partner within the payment due period, stating the reason, without being deemed to be in default as a result. The Partner shall issue a new invoice with a new payment due period commencing upon its delivery.

2.4 Time of payment. An invoice shall be deemed paid on the date on which the relevant amount is debited from Leo Express's account. Payments shall be made to the Partner's bank account specified in the contract or on the invoice. The Partner must notify Leo Express of any change of account in writing in advance; merely changing the account details on an invoice shall not be sufficient.

2.5 Partner's bank account and VAT. If the Partner is a VAT payer in the Czech Republic, it shall state on the invoice an account published in the VAT payer register. Leo Express shall be entitled to pay VAT directly to the tax administrator's account if required by the statutory rules concerning liability for VAT, and such payment shall, to the relevant extent, be deemed to discharge Leo Express's obligation towards the Partner.

2.6 Foreign Partner. An invoice issued by a foreign Partner must contain the VAT ID numbers of both parties and indicate the correct VAT treatment (e.g. reverse charge, exempt supply). The Partner shall be responsible for the correctness of the VAT treatment selected. Upon request, the Partner shall provide a certificate of tax residence and any other documents necessary for correct taxation. Leo Express shall be entitled to withhold tax where required by applicable law or an international double taxation treaty and shall provide the Partner with confirmation thereof. The Partner shall have no claim for payment of any additional tax.

2.7 Set-off. Leo Express shall be entitled to set off its claims against the Partner against the Partner's claims against Leo Express. Without the prior written consent of Leo Express, the Partner shall not be entitled to assign its claims against Leo Express to a third party, pledge them or set them off.

3. Early Payment Discount

3.1 If Leo Express pays the amount agreed in the contract for services or goods provided by the Partner within five business days from delivery of the relevant duly issued invoice, Leo Express shall be entitled to a discount on the performance in the amount of at least 3% of the amount excluding VAT. The discount is expressly agreed by these GTC.

3.2 The entitlement to the discount shall also arise if the invoice is issued without the discount. The Partner shall issue the relevant credit note to Leo Express. Leo Express shall be entitled to deduct the discount upon payment, with the credit note to be issued subsequently without undue delay, and no later than 15 days from the request.

3.3 If an invoice has been returned pursuant to Article 2.3, the five-business-day period shall commence upon delivery of the corrected invoice. Failure to exercise the discount shall not affect the regular payment due date under Article 2.1.

4. Governing Law

4.1 All contractual relationships between Leo Express and the Partner, unless expressly agreed otherwise, shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, with the exclusion of conflict-of-law rules of private international law.

4.2 If the Partner is a foreign entity or the performance involves an international element, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

5. Dispute Resolution

5.1 The parties undertake to make reasonable efforts to resolve amicably any dispute arising from their contractual relationship through negotiations between representatives authorized to act on behalf of the parties. Each party shall respond to a dispute in writing without undue delay.

5.2 If the dispute cannot be resolved within 30 days from the date on which one party has proposed negotiations to the other party in writing, either party may bring the matter before the court of the Czech Republic having subject-matter and territorial jurisdiction.

5.3 The use of arbitration clauses is excluded unless expressly provided otherwise in the contract.

6. References

6.1 The Partner may use the trade name of Leo Express for marketing purposes as a reference on its website or in any other form only with the prior written consent of an authorized representative of Leo Express. Consent shall be granted for a specific use and for a limited period and may be revoked at any time without giving a reason. Any consent granted shall not constitute the granting of any licence.

6.2 If consent has been granted, the reference shall be implemented in the form of a link to the Leo Express website, unless otherwise specified in the consent. The Partner shall not use the reference in a manner that could damage the reputation of Leo Express or create the impression that Leo Express recommends the Partner beyond the scope of the performance actually provided.

6.3 In the event of a breach of the obligation to obtain prior consent, the Partner shall pay Leo Express a contractual penalty amounting to 10% of the agreed value of the performance under the concluded contract for each individual breach, but at least CZK 20,000. Upon request, the Partner shall immediately remove the reference. Payment of the contractual penalty shall not affect Leo Express's right to full compensation for any damage caused.

7. Contact Details

7.1 In order to ensure contact with Leo Express during the performance of the contractual relationship, the Partner shall use the relevant e-mail addresses according to the area of performance:

Area of performance	E-mail address
Marketing	marketing@le.cz
Operations	provoz@le.cz
IT	it@le.cz
Legal affairs	legal@le.cz
Maintenance	udrzba@le.cz
Business Development	bd@le.cz
Human Resources	hr@le.cz
Sales	obchod@le.cz

7.2 The Partner shall always include nakup@le.cz in copy of e-mail correspondence.

7.3 Invoices shall be sent exclusively to the address specified in Article 2.2. Notices under Article 9 (Delivery) may not be made solely by e-mail to the addresses listed in this Article unless otherwise provided.

7.4 The Partner shall notify Leo Express of any change to its contact details (registered office, e-mail, data box, authorized representatives) without undue delay.

8. Confidentiality

8.1 The Partner shall treat as confidential all information provided by Leo Express during the term of the contractual relationship as well as before its commencement. This includes, in particular but not exclusively, information concerning operations, prices, financial matters, customers, passengers, technical and security solutions, IT systems, business plans and trade secrets. The Partner shall maintain confidentiality with respect to such information and shall be entitled to use it solely for the purpose of cooperation with Leo Express. Any other use is excluded.

8.2 The Partner shall take all measures to protect the information and prevent its unauthorized disclosure or transfer to third parties. Access to the information shall be granted only to those of its employees, subcontractors and advisors who need such access and who are bound by a comparable confidentiality obligation. The Partner shall be liable for any breach by such persons as if the Partner itself had committed the breach.

8.3 The following disclosures shall not constitute a breach of the confidentiality obligation:

- (a) disclosure to public authorities and judicial institutions where the Partner is required to do so under applicable law,
- (b) disclosure to a third party pursuant to a legal obligation, to the extent required by law,
- (c) disclosure of information that Leo Express itself makes public or that is otherwise publicly accessible, unless such disclosure resulted from a breach of the Partner's obligation.

In the cases referred to in (a) and (b), where permitted by law, the Partner shall inform Leo Express in advance and disclose only the necessary scope of information.

8.4 The confidentiality obligation shall remain in force for five years after termination of the contractual relationship, unless the parties agree otherwise in writing. Leo Express's trade secrets shall remain protected after expiry of this period for as long as they retain the nature of trade secrets.

8.5 Upon termination of the cooperation or upon request, the Partner shall return or destroy all materials containing confidential information and confirm such return or destruction, except for copies that it is required to retain by law.

8.6 A breach of the confidentiality obligation shall give rise to an obligation on the part of the Partner to pay Leo Express a contractual penalty amounting to 10% of the agreed value of the performance under the contract, but at least CZK 100,000, without prejudice to the right to full compensation for damage.

8.7. All confidential information shall remain the property of Leo Express.

9. Delivery of Documents

9.1 The statutory fiction of service shall not apply to the delivery of any documents relating to the performance of the contractual relationship vis-à-vis Leo Express.

9.2 All documents shall be delivered to the registered office address of the relevant Leo Express company according to the current entry in the Commercial Register, to the attention of a member of the statutory body or the legal department, or via the data box.

9.3 Delivery pursuant to Article 9.2 shall be effective on the date on which the document is actually received by an authorized person or on which an authorized person logs into the data box. Delivery by e-mail or other means shall only be effective if Leo Express confirms its receipt in writing.

9.4 Operational communication and invoices may be sent by e-mail in accordance with Articles 2.2 and 7.

10. Ethical Principles

10.1 The Partner shall ensure that all persons involved in the performance of the contractual relationship, including employees, members of statutory bodies and subcontractors, comply with ethical business principles. These principles include, in particular, the following:

- **Prohibition of discrimination.** The Partner shall not discriminate against, harass or otherwise disadvantage persons on the grounds of sex, age, race, ethnic or national origin, religion, health status, sexual orientation, political beliefs or any other reason.
- **Protection of customers' personal data.** The Partner shall process personal data of passengers and other persons exclusively in accordance with applicable law and Article 14.
- **Prohibition of corruption.** Neither the Partner nor persons acting on its behalf shall offer, promise, provide or accept bribes, unlawful advantages or other unauthorized benefits, directly or through third parties, in relation to Leo Express, its employees or public officials.
- **Prohibition of unfair competition.** The Partner shall not act in violation of competition rules or fair competition principles, in particular shall not enter into prohibited agreements or abuse its position.

10.2 **Criminal record.** Upon request, the Partner shall demonstrate that it has not been convicted of an intentional criminal offence during the preceding three years and that it has not been sanctioned under Act No. 418/2011 Coll., on Criminal Liability of Legal Entities and Proceedings against Them. The Partner further declares that it has adopted reasonable measures to prevent criminal activity within its organization and shall comply with applicable laws in performing the contract..

10.3 **Sanctions and trade restrictions.** The Partner shall comply with applicable international, European and national sanctions and export control regimes. It declares that it does not and will not in the future cooperate with regimes, institutions or entities that directly or indirectly support totalitarian or terrorist regimes, or with sanctioned entities, and that it will not, in performing the contract, provide performance that would support such entities.

10.4 The Partner shall inform Leo Express without undue delay of any suspicion of a breach of this Article and shall provide cooperation in its investigation.

10.5 A material breach of this Article shall constitute grounds for Leo Express to withdraw from the contract or terminate it with immediate effect, without the Partner being entitled to compensation for any loss and without prejudice to Leo Express's claims.

11. Safety

11.1 In performing the contract, the Partner shall comply with all relevant legal, technical and safety requirements applicable to the subject matter of the performance, including occupational health and safety and fire protection requirements, and shall ensure that products and services provided to Leo Express comply with the applicable safety standards.

11.2 If the performance is related to railway transport, railway rolling stock, railway infrastructure or railway operations, the Partner shall additionally comply with the relevant railway safety requirements. It shall also comply with Leo Express safety instructions, instructions for movement within railway premises and for work on vehicles, and shall ensure that its employees are properly trained and qualified.

11.3 The Partner shall notify Leo Express without undue delay of any accident, extraordinary event or identified deficiency related to the performance that may endanger the safety of operations, persons or property, and shall cooperate in the investigation.

11.4 Upon request, the Partner shall provide evidence of compliance with the requirements under this Article, in particular certificates, authorizations and training records.

12. Accessibility Requirements

12.1 Where accessibility requirements under applicable law apply to the supplied products, services or digital products (websites, mobile applications, information systems), the Partner represents and warrants that they comply with such requirements.

12.2 If the performance does not comply with these requirements, the Partner shall remedy the situation without delay at its own expense and compensate any damage incurred. Upon request, it shall provide Leo Express with documentation or a declaration demonstrating compliance with the requirements.

13. Restrictions on Gifts and Benefits

13.1 The Partner shall not provide gifts, tokens of appreciation or other benefits exceeding EUR 50 to individuals or employees of Leo Express without the prior written approval of the managing director or CEO of the relevant company. The limit applies to the value of a single gift or, cumulatively, to gifts provided to the same person during one calendar year.

13.2 A gift shall mean any value provided without consideration, including invitations to events, travel, accommodation, meals or discounts beyond those normally offered.

13.3 A breach of this obligation may be considered a breach of the contractual terms and may result in termination of the contract or other legal action.

14. Personal Data Protection

14.1 Each party shall process personal data in accordance with Regulation (EU) 2016/679 (GDPR) and other applicable data protection laws.

14.2 If the Partner processes personal data on behalf of Leo Express, it shall act as a processor and comply with Article 28 of the GDPR. The processing shall be governed by a data processing agreement to be concluded no later than the commencement of performance. In particular, the Partner shall:

- (a) process personal data only on the basis of documented instructions from Leo Express,
- (b) ensure that persons authorized to process the data are bound by confidentiality obligations,
- (c) implement appropriate technical and organizational measures,
- (d) engage other processors only with the prior consent of Leo Express and bind them to equivalent obligations,
- (e) provide cooperation in handling data subject requests and in fulfilling Leo Express's obligations,
- (f) upon termination of the performance, return or erase the data unless applicable law requires its retention,
- (g) not transfer personal data outside the European Economic Area without the prior written consent of Leo Express and fulfillment of the statutory requirements.

14.3 The Partner shall notify Leo Express of any personal data breach without undue delay, and no later than 24 hours after becoming aware of it, and shall provide the information necessary for fulfilling notification obligations.

14.4 If the Partner processes personal data as an independent controller, it shall fulfill its obligations independently and Leo Express shall provide it with data only to the extent necessary for the performance of the contract.

15. Subcontractors

15.1 The Partner may use subcontractors in performing the contract. The Partner shall be responsible for the performance of its subcontractors, their acts and omissions as if it had performed the obligations itself.

15.2 The use of a subcontractor shall not allow the Partner to circumvent or limit its obligations under these GTC or the contract. The Partner shall ensure that subcontractors are bound by obligations at least equivalent in scope to those set out in these GTC, in particular with regard to confidentiality, ethical principles, safety, personal data protection and information security.

15.3 Upon request, the Partner shall provide Leo Express with the identification of subcontractors involved in the performance. The Partner shall notify Leo Express in advance of the use of a subcontractor for a material part of the performance or for the processing of personal data or access to Leo Express systems.

15.4 Leo Express shall neither be required nor entitled to deal with subcontractors regarding the performance, and the Partner shall always remain responsible for its subcontractors.

16. Information Security

16.1 If the Partner obtains access to Leo Express information systems, networks, devices or data, it shall adequately protect them against unauthorized access, misuse, loss and damage. In particular, it shall:

- (a) use access only for the purposes of performing the contract and only to the extent necessary,
- (b) protect login credentials, not share them and use two-factor authentication where required,
- (c) comply with Leo Express security rules and instructions,
- (d) not connect unsecured devices to the systems entrusted to it or install unauthorized software,
- (e) keep its devices and systems updated and protected against malicious software.

16.2 The Partner shall report to Leo Express without undue delay any security incidents concerning Leo Express data or systems or that may affect them (compromised access, data leakage, malicious software), and shall cooperate in the investigation and remediation.

16.3 Leo Express may restrict or revoke access at any time. Upon termination of the cooperation, the Partner shall return or revoke all access rights and return or destroy the data in accordance with Leo Express's instructions.

17. Liability for Damage

17.1 The Partner shall be liable for any damage or other harm caused by its breach of its obligations under the contract, these GTC or applicable law, including damage caused by its employees or subcontractors. Compensation for damage shall also include reasonable costs incurred to remedy the consequences and legal representation.

17.2 Payment of a contractual penalty under these GTC or the contract shall not release the Partner from its obligation to compensate the damage in full.

17.3 Where appropriate considering the nature and scope of the supply, the Partner shall maintain valid liability insurance throughout the entire performance period, with a limit appropriate to the nature of the performance and the risks that may arise. Upon request, it shall provide Leo Express with an insurance certificate. The maintenance of insurance shall not reduce the Partner's liability.

18. Final Provisions

18.1 Unless other terms are stipulated in the contract, the contractual relationship shall be governed by these GTC. If any provision of these GTC is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions, and the parties shall replace such provision with one that most closely corresponds to its purpose.

18.2 Leo Express may amend these GTC. The new version shall apply to contracts concluded after its publication or on the basis of a written agreement between the parties.

18.3 These GTC shall enter into force on 1 October 2026.

In _____, on _____

Partner's Signature