

General Terms and Conditions of Leo Express s.r.o.



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 entered into between **Leo Express Slovensko s.r.o.**, with its registered office at Pražská 3222/11, 811 04 Bratislava – Staré Mesto district, Slovak Republic, Company ID No.: 50 085 891, registered on 16 January 2016.

(hereinafter referred to 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 work provided by the Partner to Leo Express.

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 this relationship, even if the Partner refers to them in an offer, invoice or other document.

1.4 Any provisions agreed otherwise in the contract shall take precedence over these GTC. Any deviation must be agreed in writing and must expressly refer to the relevant provision of these GTC.

2. Payment Terms

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

2.2 **Invoicing.** Invoices shall be sent electronically to fakturacia@leoexpress.sk. The invoice must contain all particulars required for a tax document under applicable law, the contract or order identification, the subject matter and scope of performance, the date of performance and the Partner's bank account number, and must comply with all statutory requirements.

2.3 **Return of Invoice.** If an invoice does not contain all particulars required by the contract or applicable law, or is otherwise inconsistent with the agreement of the parties, Leo Express shall be entitled to return it to the Partner within the due date, stating the reason, without thereby being in default. The Partner shall issue a new invoice with a new due date, which shall commence 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 bank account. Payments shall be made to the Partner's bank account specified in the contract or 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 Slovak Republic, it shall state on the invoice the bank 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 legislation concerning VAT liability, and such payment shall, to that extent, be deemed to discharge its 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. Without Leo Express's prior written consent, 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 regulated otherwise, shall be governed by the laws of the Slovak Republic, in particular Act No. 40/1964 Coll., the Civil Code, excluding the 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 by negotiations between representatives authorized to act on behalf of the parties. A party shall respond to the dispute in writing without undue delay.

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

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

6. References

6.1 The Partner shall be entitled to use Leo Express's trade name for marketing purposes as a reference on its websites 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 withdrawn 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 EUR 800. 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 its email 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 email to the addresses specified in this Article unless otherwise provided.

7.4 The Partner shall notify Leo Express of any change to its contact details (registered office, email, data mailbox, 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 during the period preceding 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 keep such information confidential and may use it exclusively for the purposes 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 only be granted to those of its employees, subcontractors and advisers who necessarily require it and who are bound by a similar 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 cases under (a) and (b), the Partner shall, where permitted by law, 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 the Partner's obligation to pay Leo Express a contractual penalty amounting to 10% of the agreed value of the performance under the contract, but at least EUR 4,000, 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 as currently recorded in the Commercial Register, into the hands 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 communications and invoices may be sent by email 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 during the preceding three years it has not been convicted of an intentional criminal offence and has not been sanctioned under Act No. 91/2016 Coll., on the Criminal Liability of Legal Entities and on Amendments to Certain Acts. The Partner further declares that it has adopted appropriate measures to prevent criminal activity within its organization and shall comply with applicable laws and regulations in the performance of its obligations.

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 its obligations, 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 operations, the Partner shall additionally comply with the applicable railway safety requirements. It shall also comply with Leo Express's safety instructions, instructions concerning movement within railway premises and 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 provide cooperation 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 the Provision of Gifts and Benefits

13.1 The Partner shall not provide gifts, tokens of appreciation or other benefits with a value exceeding EUR 50 to individual persons 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 in 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 deemed 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 its obligations. The Partner shall be responsible for the performance, acts and omissions of its subcontractors 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 and 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 include reasonable costs of remedying 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 specified in the contract, the contractual relationship shall be governed by these GTC. If any provision of these GTC is declared invalid or unenforceable, this shall not affect the validity of the remaining provisions, and the parties shall replace it with a provision that most closely approximates its purpose.

18.2 Leo Express may amend these GTC. A 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