General Terms and Conditions of the ENVIEN GROUP

I. General Part

1. Introductory Provisions

1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the contractual relationship between the Slovak companies that are part of the ENVIEN GROUP (hereinafter referred to as the "EG Company") and their business partners (hereinafter jointly referred to as the "Parties").
2. For the purposes of these GTC, the Slovak ENVIEN GROUP companies (EG Companies) are those ENVIEN GROUP companies which have their registered offices in the Slovak Republic, are established and operate in accordance with Slovak law, i.e. one of the following companies:
   ENVIRAL, a.s., Trnavská cesta, 920 41 Leopoldov, Company ID No.: 36259233, Business Register: Trnava District Court, Section Sa, File No. 10293/T
   MEROCO, a.s., Trnavská cesta, 920 41 Leopoldov, Company ID No.: 35775203, Business Register: Trnava District Court, Section Sa, File No. 10441/T
   Poľnoservis, a.s., Trnavská cesta, 920 41 Leopoldov, Company ID No.: 35703156, Business Register: Trnava District Court, Section Sa, File No. 10488/T
   ENAGRO, a.s., Trnavská cesta, 920 41 Leopoldov, Company ID No.: 43814808, Business Register: Trnava District Court, Section Sa, File No. 10469/T
   BPS Hubice, s. r. o., Trnavská cesta 1050, 920 41 Leopoldov, Company ID No.: 46384014, Business Register: Trnava District Court, Section: Sro, File No: 40447/T
3. Unless otherwise stipulated by the Contract between the EG Company and the Business Partner, the GTC are deemed to form an integral part thereof.
4. The GTC consist of 2 parts: the General Part and the Special Part. Each contractual relationship with the Business Partner is always regulated by the General Part of the GTC and a explicitly given part A, B, C, D of the Special Part of the GTC according to the nature of the contractual commitment.
5. Each Contract between the EG Company and the Business Partner contains a link to a website where these GTC can be accessed and are available to gain full knowledge of. If the Business Partner does not have Internet access, a copy of these GTC will be provided by the EG Company or sent in an electronic format upon request to the Business Partner.
6. Any exceptions and arrangements deviating from these GTC will be valid only if agreed in writing and contained in the Contract between the EG Company and the Business Partner. Specific exceptions and deviating arrangements always apply to a specific Contract only and their application to any other contractual relations with the Business Partner is excluded, unless also agreed in writing in another Contract.
7. In the event of a discrepancy between the Contract and the applicable legal regulations governing the Contract, the applicable legal regulations shall prevail. In the event of a discrepancy between the Contract and the GTC, the Contract shall prevail. In the event of a discrepancy between the General Part of the GTC and the Special Part of the GTC, the Special Part of the GTC shall prevail.

8. The application of the general terms and conditions of the Business Partner or any other general terms and conditions is hereby expressly excluded.
9. The EG Company is entitled to unilaterally change the wording of these GTC. Such change will become effective vis-a-vis the Business Partner on the expiry of the 15th day after the delivery of the notification of the change by the EG Company, unless the EG Company is notified within the said period that the Business Partner disagrees with this change. If the Business Partner disagrees with such change to the GTC and notifies the EG Company thereof in accordance with the previous sentence, the Contract will terminate on the expiry of the 15th day after the delivery of the notification of the change. After the change to the GTC is accepted, the EG Company will also publish the full text in electronic form on its website and in writing at its registered office without undue delay.
10. These GTC become effective on the date of their acceptance by the EG Company and vis-a-vis the specific Business Partner on the effective date of the Contract between the Business Partner and the EG Company.

2. Definitions

For the purposes of the GTC:

"Business Partner" means a legal entity or a natural person entering into a legal relationship with the EG Company under the Contract.

"**EG Company**" means one of the ENVIEN GROUP companies (ENVIRAL, a.s., MEROCO, a.s., Poľnoservis, a.s., ENAGRO, a.s., BPS Hubice, s. r. o.).

"**Contract**" means a written document regulating the mutual obligations of the Parties.

"**Performance**" means the supply of services, goods, works, and any other performances and the fulfilment of any other obligations under the Contract.

"**Parties**" mean a joint reference to the EG Company and the Business Partner who have jointly entered into a legal relationship under the Contract; the "Party" in singular means any party to the Contract thus concluded.

"**Without delay**" or "**without undue delay**" means the time strictly necessary to take the relevant action, but not more than 8 days.

"**Warranty Period**" means the period during which the liable Party ensures a proper functioning of the product/work, or that these will be free from defects and fit for use.

"**Taxes**" mean any taxes, duties or other charges imposed by the competent authority/applicable laws in relation to the Performance.

"**Commercial Code**" means Act No. 513/1991 Coll., the Commercial Code, as amended.

"**Civil Code**" means Act No. 40/1964 Coll., the Civil Code, as amended.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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.

„**Act on VAT**" mean Act No. 222/2004 Coll., on value added tax, as amended.

3. Conclusion of the Contract

1. The contractual relationship between the EG Company and the Business Partner under these GTC arises either by signing the text of the Contract by authorised representatives of the Parties or by

accepting the proposal to conclude the Contract by the other Party (by delivery of a so-called "order" of one Party and its subsequent unconditional acceptance by the other Party).

2. Only unconditional acceptance of the Contract proposal is considered as the acceptance of the Contract proposal (order). Acceptance with any reservations, amendments and changes (e.g. regarding dates or places of delivery of the Performance) means the rejection of the submitted Contract proposal (order) and represents a new proposal from the other Party.
3. In the event that the acceptance of the Contract proposal (order) is not delivered to the EG Company by the Business Partner and the Business Partner starts to perform/deliver under the Contract proposal, the acceptance of the Contract proposal (order) of the EG Company by the Business Partner is considered implicit.
4. The Parties undertake to provide each other with the necessary cooperation in the performance of their obligations under the Contract and to notify each other of all circumstances and information which may affect the fulfilment of the terms and conditions agreed in the Contract.

4. Termination of the Contract

1. The Contract between the Parties may be terminated by written agreement.
2. The Contract may be terminated by unilateral written notice in the event of a framework Contract or if the Performance has been agreed for an indefinite period. The notice period is 3 months and starts from the first day of the calendar month following the delivery of the written notice.
3. The Contract may be terminated by withdrawal from the Contract for explicitly given reasons and in the manner as specified in the Contract, in these GTC and in the provisions of Section 344 et seq. of the Commercial Code.
4. The EG Company is entitled to terminate the Contract with immediate effect if a petition for bankruptcy has been filed against the business partner, bankruptcy has been declared or restructuring has been approved, or if the business partner has entered into liquidation.
5. In the case of withdrawal reasons stipulated in the Contract and these GTC, the EG Company is entitled to withdraw from the Contract without providing an additional period for the Performance and without prior notice.
6. Withdrawal from the Contract takes effect on the date of delivery of the written notice of withdrawal from the Contract to the other Party. Upon withdrawal from the Contract, all rights and obligations of the Parties under the Contract will terminate, except for the obligation to compensate the other Party for damage and to pay contractual penalties agreed for the event of breach of the Contract, and except those stipulated by the provisions of the Contract or the GTC, which, according to the will expressed by the Parties or given their nature, shall survive the termination of the Contract.

5. Validity, Changes, Severability of Provisions of the Contract

1. The Contract becomes valid on the date of its signing by the Parties. By signing the Contract, the Business Partner declares that it accepts this Contract in full and without reservations.

2. The Contract becomes effective on the date of its validity, unless another date is specified in the Contract (a so-called deferred effect of the Contract), from which the Contract takes effect.
3. The Contract supersedes all previous Contracts, both oral and written, relating to the Contract or resulting from negotiations of the Contract between the Parties, which become invalid on the date of concluding the Contract.
4. The Contract may be amended only by agreement of the Parties in the form of a written numbered amendment to the Contract.
5. Changes in the identification data of the Parties entered in the Business Register (e.g. registered office, statutory representative) as well as the bank account number, are not deemed to be changes requiring the conclusion of a written amendment to the Contract. The affected Party shall be obliged to notify the other Party of such changes in data without undue delay by a written notice signed by the statutory representatives, who are listed in the Business Register as authorized to act on behalf of the Party.
6. Should any provision of the Contract be or become unenforceable, invalid or ineffective under the applicable legal regulations, this will not affect the remaining provisions of the Contract. In such an event, the Parties will agree on a solution which preserves the context and purpose of the given provision of the Contract.

6. Language, Governing Law and Dispute Resolution

1. These GTC were drawn up in Slovak and were translated into English. In the evet of a discrepancy between the original version in Slovak and the translation in English, the original version in Slovak language shall prevail.
2. The Parties agree that the Contract and the legal relations arising out of and in connection with the Contract, which are not regulated by the Contract or the GTC, are governed by Slovak laws.
3. The Parties will make every effort to resolve any dispute arising out of or in connection with this Contract by mutual agreement. In the absence of such agreement, the Parties agree to resolve all disputes arising from the Contract before the competent court of the Slovak Republic with local and factual jurisdiction.
4. The Parties agree not to apply the provisions of the United Nations Convention on Contracts for the International Sale of Goods where they could be applied to the contractual relationship.

7. Delivery of Documents and Communication between the Parties

1. Any documents under or in connection with the Contract will be deemed to be delivered when delivered by registered mail to the address of the registered office of one of the Parties, by courier or in person to one of the Parties.
2. If the Parties wish to consider delivery by electronic means (e-mail) as equivalent to the delivery by post, this must be expressly agreed in the Contract or in a separated agreement. Usual electronic communication and exchange of documents related to the Contract (not producing legal effects) between the Parties is accepted without further action.
3. The document delivery date is also deemed to be the day on which the Party being the addressee refuses to accept the delivered document or on which the three-day collection period at the post office for the collection of a document delivered by post to the Party expires, or the day on which

the document delivered by post to the Party is demonstrably marked by the post office “the addressee has moved out”, “the addressee is unknown” or with any other note of a similar meaning or, in the case of a courier service, the day on which the document was not delivered to the addressee because the addressee could not be reached by the courier.

4. For the purposes of service by post, the addresses indicated as the registered offices of the Parties in the heading of the Contract will be used, unless the addressee has communicated a new registered office or another new address for service of documents in writing to the sender. In the event of any change in the address for service of documents under or in connection with the Contract, the Party concerned undertakes to notify the other Party in writing of the change in the address without delay, in which case, the new address duly notified to the Party prior to sending the document is decisive for service.
5. The Parties agree that the arrangements under this Article do not affect any specific agreements between the Parties on sending electronic invoices or on electronic signing of contract documents.

8. Protection of Personal Data of the Data Subjects under the Contract

1. EG Companies process and protect personal data of data subjects that have been mutually provided within the performance of the Contract with the business partner in accordance with provisions of GDPR and the applicable legal regulations in the field of personal data protection.
2. Detailed information regarding the purpose of processing, the legal basis, the retention period, and the rights of data subjects in connection with the processing of personal data under the Contract, which EG has not obtained directly from the data subjects, is available on the website of the respective EG company under Contact/Documents for Download/Data Protection.

9. Processing of Personal Data – Data Processing Agreement, where EG is the Controller.

1. In cases where EG, in the course of providing performance under the Contract, is considered a Controller within the meaning of the GDPR, and the business partner processes personal data of data subjects (hereinafter referred to as “personal data”) on behalf of EG as a Processor, the Processor is obliged to process such data in accordance with the GDPR, the Contract, and the following provisions of the General Terms and Conditions (GTC).
2. The terms “Controller,” meaning the company EG, and “Processor,” meaning the business partner, have the same meaning as defined in the GDPR for the purposes of the following provisions of the GTC. The term “Sub-processor” refers to another processor engaged by the Processor to process personal data on behalf of the Controller. The term “Third Country” means a state that is not a member state of the European Union or a contracting party to the Agreement on the European Economic Area.
3. The Controller hereby authorizes the Processor to process personal data for the purpose of providing services in accordance with the Contract.
4. The Processor is entitled to commence the processing of personal data on behalf of the Controller no earlier than the effective date of the Contract. The Processor is authorized to process personal data for the duration of the Contract.
5. The purpose of processing, the category of data subjects, and the types of personal data processed are defined in the Contract or its annexes.

6. The Processor is also authorized to process other personal data of data subjects to the extent necessary for their processing in relation to the purpose for which they are processed.
7. The Processor may not engage a Sub-processor to process personal data without the prior specific written consent of the Controller or a general written authorization from the Controller. If the Processor intends to involve a Sub-processor in the processing of personal data, it must first obtain the Controller's specific written consent. If such consent is granted, the Processor must impose on the Sub-processor, through a contract or other legal act, the same data protection obligations as those set out in these GTC or the Contract, in particular by ensuring sufficient guarantees for implementing appropriate technical and organizational measures so that the processing meets the requirements of the GDPR. If the Sub-processor fails to fulfill its data protection obligations, the Processor remains fully liable to the Controller for the fulfillment of the Sub-processor's obligations.
8. The Processor is obliged to process personal data in accordance with the fundamental principles of personal data processing, whereby:
    a) personal data may only be processed lawfully and in a manner that does not infringe upon the fundamental rights of the data subject;
    b) personal data may be collected only for specific, explicit, and legitimate purposes and must not be further processed in a manner incompatible with those purposes;
    c) the personal data processed must be adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed;
    d) personal data must be accurate and, where necessary, kept up to date;
    e) personal data must be processed in a manner that ensures appropriate security of the personal data through suitable technical and organizational measures, including protection against unauthorized or unlawful processing, accidental loss, destruction, damage, unauthorized disclosure, alteration, provision, or publication of personal data.
9. The Processor is obliged to ensure the security of personal data and to implement all measures in accordance with Article 32 of the GDPR, i.e., taking into account the state of the art, the costs of implementation, as well as the nature, scope, context, and purposes of the processing, and the risks of varying likelihood and severity for the rights and freedoms of natural persons, to adopt appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The Processor shall notify the Controller of any Personal Data protection breach within 3 days of identifying the Personal Data protection breach.
10. The Processor shall process personal data only on the basis of documented instructions from the Controller. The Controller may issue the Processor further instructions regarding the processing of personal data or amend existing instructions.
11. The Processor is obliged, taking into account the nature of the processing, to provide the Controller with the fullest possible cooperation by implementing appropriate technical and organizational measures to assist the Controller in fulfilling its obligation to respond to requests for the exercise of data subject rights under Chapter III of the GDPR, as well as in fulfilling its obligations under Articles 32 to 36 of the GDPR (taking into account the nature of the processing and the information available to the Processor).
12. If a data subject exercises their rights, the Processor must notify the Controller without undue delay, and the Controller shall handle the request.

13. The Processor is obliged to notify the Controller of any personal data breach without undue delay after becoming aware of it. Such notification must include, in particular:
    a) a description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records concerned;
    b) the contact details of the data protection officer or other contact point where more information can be obtained;
    c) a description of the likely consequences of the personal data breach;
    d) a description of the measures taken or proposed by the Controller to address the personal data breach; and
    e) measures taken to mitigate its possible adverse effects, if necessary.
14. The Processor is obliged to maintain a record of all categories of processing activities carried out on behalf of the Controller, where required to do so under Article 30 of the GDPR.
15. The Processor is obliged to inform the Controller without undue delay if it believes that an instruction given by the Controller infringes the GDPR or applicable national data protection legislation.
16. With regard to the transfer of personal data to a Third Country or an international organization, the Controller's instructions are as follows:
    - The Processor is authorized to transfer personal data to a Third Country or an international organization.
    - When transferring personal data to a Third Country or an international organization, the Processor must comply with the conditions and rules set out in the GDPR and applicable data protection legislation.
    - The Controller may provide the Processor with additional instructions related to personal data processing or amend the above-mentioned instructions.
17. Upon termination of the provision of services related to personal data processing, the Processor is obliged, at the request of the Controller, to delete or return all personal data to the Controller and delete existing copies, unless European Union law or the law of a Member State requires the retention of such personal data.
18. The Processor is obliged to maintain confidentiality regarding all facts and information learned in the course of performing the Contract and processing personal data on behalf of the Controller. The obligation of confidentiality shall continue even after the termination of the Contract. The Processor must ensure that all persons authorized to process personal data undertake to maintain confidentiality regarding the information they become aware of, unless they are bound by a duty of confidentiality under a specific law.
19. Data Protection Audit: The Processor is obliged to provide the Controller with all information necessary to demonstrate compliance with the obligations arising from these GTC, the Contract, the GDPR, and applicable national regulations. The Processor must cooperate with the Controller during data protection audits and inspections conducted by the Controller or an auditor appointed by the Controller. The Controller is entitled to carry out a data protection audit or inspection particularly:

a) in case of suspected breach of the Contract, the GDPR, or national data protection regulations;
b) in case of a data security incident;
c) in case of a request from a data subject under the GDPR.

20. The Controller shall notify the Processor of the date of the audit or inspection by sending a written notice by post to the address stated in the heading of this Contract at least 7 days in advance. The Processor is obliged to confirm the proposed date of the audit or inspection without undue delay or suggest an alternative date so that the audit takes place no later than 14 days from the date the notice was sent. If the Processor does not confirm the proposed date, it shall be deemed that the Processor agrees with the date proposed by the Controller. The audit or inspection shall take place at the registered office or place of business of the Processor, unless the parties agree on another location. The Processor is obliged to ensure the presence of the Data Protection Officer, if appointed, or another person responsible for data protection matters, as well as any other persons necessary to provide complete information on personal data protection.

10. Processing of Personal Data – Data Processing Agreement, where EG is the Processor

1. In cases where EG, in providing performance under the Contract, is considered a Processor within the meaning of the GDPR, it processes personal data of data subjects provided by the business partner – Controller (hereinafter referred to as "personal data") in accordance with the GDPR, the Contract, and the following provisions of the General Terms and Conditions (GTC).
2. The terms "Controller," meaning the business partner, and "Processor," meaning EG, have the same meaning as defined in the GDPR for the purposes of the following provisions of these GTC. The term "Sub-processor" refers to another processor engaged by the Processor to process personal data on behalf of the Controller. The term "Third Country" means a state that is neither a member of the European Union nor a contracting party to the Agreement on the European Economic Area.
3. The Controller hereby authorizes the Processor to process personal data for the purpose of providing services under the Contract.
4. The Processor is entitled to commence processing personal data on behalf of the Controller no earlier than the effective date of the Contract. The Processor is authorized to process personal data for the duration of the Contract.
5. The purpose of processing, the category of data subjects, and the types of personal data processed are defined in the Contract or its annexes.
6. The Processor is authorized to process other personal data of data subjects to the extent necessary for processing in relation to the purpose for which they are processed.
7. In accordance with Article 28(2) GDPR, the Controller hereby grants general consent for engaging a Sub-processor or Sub-processors in the processing of personal data on behalf of the Controller. The Processor is obliged to impose on the Sub-processor, through a contract or other legal act, the same data protection obligations as those set out in these GTC and the Contract, particularly providing sufficient guarantees for implementing appropriate technical and organizational measures so that processing complies with the GDPR. If the Sub-processor fails to fulfill its data protection obligations, the Processor remains fully liable to the Controller for the Sub-processor's compliance.

8. The Processor processes personal data in accordance with the GDPR and applicable data protection laws. In accordance with Article 32 GDPR, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
9. The Processor processes personal data based on documented instructions from the Controller.
10. Taking into account the nature of the processing, the Processor shall assist the Controller to the fullest extent possible with appropriate technical and organizational measures in fulfilling its obligation to respond to data subject requests under Chapter III of the GDPR. The Processor is obliged to assist the Controller in complying with Articles 32 to 36 GDPR, taking into account the nature of processing and information available to the Processor. The Processor is also obliged to provide the Controller with consultations regarding compliance of the data processing with the GDPR or other applicable laws, or to notify the Controller of circumstances that may constitute a breach of the Regulation or other applicable laws.
11. Any exercise of data subject rights must be reported by the Processor to the Controller without undue delay, and the Controller shall handle the request.
12. The Processor is obliged to notify the Controller of any personal data breach within 3 days of becoming aware of it.
13. The Processor is obliged to inform the Controller if it believes that any instruction of the Controller violates the GDPR or applicable data protection legislation.
14. Regarding the transfer of personal data to a Third Country or an international organization, the Controller's instructions are as follows:
    - The Processor is authorized to transfer personal data to a Third Country or an international organization.
    - When transferring personal data to a Third Country or an international organization, the Processor must comply with the conditions and rules set out in the GDPR and applicable data protection laws.
    - The Controller may provide additional instructions to the Processor regarding personal data processing or amend the above instructions.
15. Upon termination of the provision of services related to personal data processing, the Processor is obliged, upon written request from the Controller, to delete or return all personal data to the Controller and delete any existing copies, unless EU law or the law of an EU Member State requires the retention of such personal data.
16. The Processor is obliged to maintain confidentiality regarding all facts and information learned in the course of performing the Contract and processing personal data on behalf of the Controller. The Processor must ensure that all persons authorized to process personal data undertake to maintain confidentiality regarding the information they become aware of, unless they are bound by a duty of confidentiality under a specific law.
17. The Processor is obliged to allow audits and inspections conducted by the Controller or any auditor appointed by the Controller and to cooperate with them. The purpose of audits and inspections is to verify whether the Processor fulfills its obligations under the GDPR, the Contract, and these GTC.

The Controller must notify the Processor in writing of the scheduled audit at least 10 days in advance.

11. Protection of Confidential Information and the Duty of Confidentiality

1. Confidential Information means all facts, information and data about in any form, including, but not limited to, business, development and research activities of the Parties, ownership, existing and upcoming production technologies and processes, marketing, sales, design, documentation, schemes, analyses, studies, technical reports and technical documentation, plans, drawings, specifications, process descriptions, chemical composition of substances, tests, suppliers, clients, employees, investors, know-how, and pricing, learned by the Parties in the performance of or in any connection with the Contract, (hereinafter referred to as the "Confidential Information").
2. The Parties undertake not to disclose the Confidential Information; this obligation of the Parties applies for an unlimited time.
3. Exempt from Confidential Information is the following:
   - information which is publicly known or can be obtained from commonly available sources at the date of signature of this Contract;
   - information which becomes publicly known or can be obtained from commonly available sources after the date of signature of the Contract hereof otherwise than as a result of breach of the Party's contractual obligation of secrecy hereunder;
   - information which the receiving Party has lawfully and demonstrably acquired from another source prior to the signature hereof and in relation to which the receiving Party has the right to publish, disclose to other persons or otherwise use the information without any further notice;
4. The obligation not to disclose the Confidential Information does not apply to
   - cases where a Party has disclosed the Confidential Information with the prior written consent of the other Party;
   - cases where the law obliges a Party to provide the Confidential Information or it is necessary to provide it in any judicial, arbitration, administrative and other proceedings concerning the rights and obligations arising out of or in connection with the Contract. The Party concerned shall inform the other Party, which disclosed it, of the origination of the obligation to provide the Confidential Information together with statement of reasons.
5. The Parties undertake not to disclose and/or otherwise provide or make accessible any Confidential Information to any third party without the prior written consent of the other Party. Third parties shall not include the statutory bodies, employees, or other authorized persons of the Parties, nor the investors, financial, legal, or other advisers or consultants of a Party who need to review or consult the Confidential Information in connection with the Contract (hereinafter referred to as the "Representatives"). The disclosure of Confidential Information to the Representatives shall be made solely for the purpose of performing the Contract.
6. EG Company as a Party receiving the Confidential Information is entitled to share the Confidential Information with selected employees of members and partners of ENVIEN GROUP, who have a reasonable need to consult the Confidential Information, and if they breach the contractual

obligations arising from the Contract, relevant EG company shall be liable for them as if the contractual obligations were breached by it.

7. Neither Party may use the Confidential Information for any other purposes than for the purpose of the Contract without the prior written consent of the other Party. The Parties also undertake that they will not use the Confidential Information, directly or through any other person, contrary to its purpose for themselves or for any other person or for the purpose of unfair competition contrary to the interests of the other Party.
8. The Parties also undertake to protect all documents, materials, samples and other carriers of the Confidential information from loss, theft, damage, destruction or unauthorized copying and spreading.
9. The Parties undertake that in case of breach of any obligation in this Article of the GTC, the breaching Party shall pay the other Party a contractual penalty in the amount of EUR 10 000,- (in words: ten thousand Euro) for each individual case of breach. A claim for a contractual penalty will only arise provided that the entitled Party requests the other Party in writing to pay the contractual penalty, namely within the period of three (3) months from the date when the entitled Party has learned about the breach; this claim is then payable within the period of seven (7) days after the date of delivery of the request.
10. The Parties have agreed that the exercise of a claim for payment of the contractual penalty referred to in the above section hereof shall be without prejudice to the entitled Party's right to compensation for damages in excess of the paid contractual penalty, including loss of profit, incurred by the entitled Party as a result of a breach of an obligation secured by the contractual penalty.
11. The Parties shall return to each other any written Confidential Information and other media containing Confidential Information, including copies thereof, at the written request of the disclosing Party within the period specified in such a written request. If agreed so between the Parties or, as the case may be, the receiving Party shall issue for the disclosing Party a written confirmation of destruction of all the received written Confidential Information and copies thereof. This Section is without prejudice to the right of the receiving Party to keep one copy of the documents containing the Confidential Information solely for the purposes of any judicial, arbitration, administrative and other proceedings concerning the rights and obligations arising out of the Contract

12. Circumstances Excluding Liability

1. A circumstance excluding liability is any obstacle which has occurred independently of the will of the liable Party and prevents it from fulfilling its obligation, unless it can be reasonably assumed that the liable Party could avert or overcome the obstacle or its consequences and that it would anticipate this obstacle at the time of origination of the commitment.
2. However, the liability will not be excluded by an obstacle which arose only at the time when the liable Party was in delay with the fulfilment of its obligation or out of its economic situation. Also usual economic, commercial and business risks, strike, labour unrests, predictable meteorological conditions, delays by subcontractors (unless caused by a circumstance excluding liability) are not considered to be the circumstances excluding liability.

3. It shall always be deemed to be an obstacle excluding liability if the EG Company, in its capacity as a company producing delivered product or receiving raw materials for the production of the delivered product, is forced to interrupt production unscheduled due to technical or other reasons for more than 5 consecutive days. The same shall apply if the EG Company acts as a subcontractor/sub-customer of another member or partner company to EG for which this obstacle excluding liability has occurred. The application of § 375 of the Commercial Code is excluded.
4. A report on a circumstance excluding liability must be provided to the other Party without undue delay after the liable Party has or, with due professional care, could have become aware of the obstacle, but within 10 business days at the latest. If the liable Party fails to comply with this reporting obligation, it cannot invoke the circumstances excluding liability in respect of a breach of its obligation.
5. If the Party reports the obstacle in due time, the period for the Performance will be extended by the time during which the obstacle persists. Neither party is entitled to compensation for damage caused while the circumstances excluding liability persist No Party is entitled to contractual penalty set out in the Contract for breach of the Party's contractual obligation, if this breach (e.g. delay) was caused by a circumstance excluding liability.
6. If the circumstances excluding liability continue for more than 60 days, either Party is entitled to unilaterally withdraw from the Contract.
7. When a circumstance excluding liability ceases to exist, the Parties will agree to extend the deadlines or take other measures that will contribute to the completion of the Performance under the Contract.
8. If the liable Party invokes a circumstance excluding liability, it shall submit, at the request of the other Party, adequate evidence which can be provided in such an event, if such obstacle is not generally known.

13. Illegal Employment

1. Pursuant to Section 7b(5) 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 Employment Act”), the EG Company may not accept the supply of work or service from a supplier that illegally employs natural persons.
2. The supply of work means temporary assignment or intra-holding assignment of an employee under Section 7b(7) of the Illegal Employment Act.
3. If a Business Partner domiciled outside the territory of the Slovak Republic supplies the EG Company with a service under the Contract or the Business Partner provides the EG Company with a domestic or cross-border supply of work, by signing the Contract the Business Partner represents that it is not a subject illegally employing a natural person pursuant to Section 7b(5) of the Illegal Employment Act.
4. The Parties state that in relation to the conclusion of the Contract the Business Partner has asked the EG Company to rely on the fact that the representation of the Business Partner contained in the preceding paragraph is true, complete and correct. The EG Company undertakes to act in accordance with the previous sentence, as requested by the Business Partner.

5. The Business Partner undertakes to indemnify and hold the EG Company harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranty specified in second sentence of paragraph 3 (indemnity clause), in particular in case where as a result of inveracity, incompleteness or incorrectness of the Business Partner's warranty, the EG Company will be subject to fine pursuant to Section 7b (8) of Illegal Employment Act (or pursuant to other law imposing fine for breach of obligation pursuant to Section7b (5) of Illegal Employment Act).
6. In case any of the warranty specified in paragraph 3 becomes untrue, incorrect or incomplete, the Business Partner undertakes to inform the EG Company about such circumstance without undue delay after gaining knowledge about it.
7. V In case a fine is imposed with final effect to the EG Company pursuant to Section 7b (8) of Illegal Employment Act (or pursuant other law imposing fine for breach of obligation pursuant to Section7b (5) of Illegal Employment Act), the parties to the Contract have agreed that claim of the EG Company for compensation of costs and damage pursuant to paragraph 5 is considered to be due upon the day when the decision on imposing of fine becomes final. The EG Company has right to set off his claim for compensation of damage in the amount of paid fine and all costs pursuant to paragraph 5 against a claim of the Business Partner for payment of remuneration for supplied works or services by means of deducting it from the next following due remuneration or remunerations for supplied works or services.
8. The EG Company undertakes to inform the Business Partner in writing without undue delay after payment of the fine pursuant to paragraph 7 about such circumstance, specifying the date of payment and the next following due remuneration or subsequent remunerations of the Business Partner which will be set off against compensation for damage in the amount of paid fine and all connected costs pursuant to paragraph 7. The decision on imposing of fine with indication of its final effect shall be enclosed with the notice.
9. The Business Partner undertakes to provide to the EG Company for inspection at any time in the course of duration of the Contract upon his request documents and personal data of natural persons involved in providing of works and services to the EG Company in the extent necessary for the EG Company to verify whether the Business Partner violates prohibition of illegal employment pursuant to the Illegal Employment Act, in particular Section 7b (5) of this Act.
10. In case the EG Company determines from the documents provided pursuant to paragraph 9 that the Business Partner is in breach of Section 7b (5) of the Illegal Employment Act, the EG Company may withdraw from the Contract.
11. The Business Partner further undertakes to indemnify and hold the EG Company harmless from any costs and damage being a result of obligation to pay the fine or additional payments pursuant to Section 7b (2) of the Illegal Employment Act. The parties to the Contract have agreed that such claim of the EG Company is considered to be due upon arising of the claim for compensation of costs or damage..
12. The parties to the Contract have agreed that in case a fine or obligation to additional payments is imposed with final effect to the Business Partner pursuant to Section 7b (2) of the Illegal Employment Act and in case such obligation is transferred to the EG Company, the EG Company may set off his claim for compensation of damage in the amount of paid fine and all additional

payments pursuant to paragraph 11 or in the amount of all additional payments and all related costs pursuant to paragraph 11 against a claim of the Business partner for remuneration for works or services by deducting from the next following due remuneration or remunerations of the Business Partner for supplied works or services.

13. The EG Company undertakes to inform the Business Partner in writing without undue delay after payment of the fine or of additional payments pursuant to paragraph 12 about such payment, specifying the date of payment and the next following due remuneration or several remunerations of the Business Partner against which the sum of paid fine and additional costs pursuant to paragraph 11 or additional payments and all related costs pursuant to paragraph 11 will be deducted as a result of set-off performed pursuant to paragraph 12.

14. Financial Terms and Conditions

1. Unless otherwise stipulated in the Contract, the price for the Performance and all its components, calculations and budgets are quoted excluding VAT. The applicable VAT at a rate under the special VAT regulation effective at the time of issuing the invoice will be added to the price excluding VAT.
2. The prices quoted in the Contract are fixed and unchangeable. Any price changes may be performed only based on an agreed change of the Contract or as specified in the Contract and/or required by applicable law.
3. The Business Partner's invoices will be valid and accepted by the EG Company only if they contain all information required by the Contract, the GTC and the applicable regulations, and if the activities under the Contract on the basis of which the Business Partner issues an invoice have been properly and timely carried out.
4. If a Business Partner's invoice does not contain the particulars stipulated by the Contract, the GTC, the applicable legal regulations, or if the information contained in the invoice is incorrect or does not comply with the terms and conditions agreed in the Contract, the EG Company is entitled to return the invoice to the Business Partner for correction and completion without payment. The new maturity period of the corrected invoice will begin on the date of its delivery to the EG Company.
5. All payments to the Business partner based on the Contract are made by the EG Company by bank transfer to the bank account of the Business Partner, if not stipulated in the Contract otherwise. For this purpose, the Business Partner will provide the complete details of its bank account to the EG Company.
6. The Business Partner declares that it is the owner of the bank account specified in the heading of the Contract and undertakes to only state the number of this account on any of his invoices issued under the Contract.
7. If the Parties state an email address in the Contract for sending invoices, it means that the invoice of the Business Partner or the company EG (depending on which one is the entitled Party) shall be sent to the electronic address of the liable Party specified in the Contract. Such agreement of the Parties is deemed to mean the consent of the recipient of goods or services under Act No. 222/2004 Coll. on Value Added Tax to the issuance and receipt of invoices in electronic form. This electronic invoice is deemed to be a tax document within the meaning of Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax.

8. The Business Partner hereby confirms, that he has exclusive access to the electronic address, which he has provided to the company EG for the purpose of electronic invoice delivery.
9. The invoice will be issued by the entitled Party, and paid by the liable Party in the euro currency, unless other currency is stipulated by the Contract.

15. Assignment of Rights and Claims, Offsetting

1. The Business Partner may not assign or transfer, in whole or in part, the rights or claims arising from the Contract to third parties, or perform any other activities which for any reason result in any changes to all or any of the above rights or claims or parts thereof without the prior written consent of the EG Company. Otherwise, the Business Partner is obliged to pay the EG Company a contractual penalty of 100% of the value of the assigned or transferred claim.
2. The EG Company is entitled at any time to set off any financial claim due against the Business Partner (including, for example, a claim for a contractual penalty imposed in accordance with the provisions hereof) against any financial claim of the Business Partner due against the EG Company..

16. Damages, Contractual Penalties

1. The Business Partner is liable for any damage caused to the EG Company by breach of its legal or contractual obligations or by its activities in the performance of the Contract.
2. The Business Partner shall compensate the EG Company for the damage caused in full, in compliance with Section 373 et seq. of the Commercial Code.
3. The Business Partner shall compensate the EG Company for damage within the period specified by the EG Company in the request for damages, together with the statement of damages.
4. The Business Partner undertakes to indemnify the EG Company for all damages, fines, lawsuits, taxes, liabilities, expenses and costs (including reasonable legal fees) that the EG Company will have to incur or will suffer, and which relate to or arise from a direct or indirect breach of any representation, guarantee or obligation of the Business Partner under the Contract or these GTC.
5. Company EG shall be liable to the business partner for proven actual damage caused by a breach of its obligations, up to the total value of the performance under the Contract (in the case of contracts for recurring performance, up to the total value of the annual performance) from which the claim arises. Company EG shall not be liable for loss of profit, consequential or indirect damage. The above limitation of liability shall not apply in cases where the damage was caused intentionally or by gross negligence of Company EG, nor to any liability that cannot be contractually excluded or limited under applicable law.
6. If the Contract or the GTC stipulate that a breach of a contractual obligation gives the affected Party the right to claim a contractual penalty in a certain amount, the breaching Party is obliged to pay this contractual penalty. A claim for a contractual penalty under the Contract will only arise provided that the affected Party requests the breaching Party in writing to pay the contractual penalty; this claim is then payable within the period specified in the written request for payment of the contractual penalty.
7. Unless otherwise stipulated by the Contract or the GTC, the exercising of the right to the contractual penalty is without prejudice to the right of Company EG to full compensation for damage (also damage in excess of the contractual penalty) caused as a result of a breach of obligation that is subject to the contractual penalty by Business partner.

17. VAT Guarantee

1. If, under the Contract with the Business Partner, EG Company acts as the customer of the goods or services in the home country and the supply of goods and services by the Business Partner meets one or more of the following criteria, EG Company shall apply a special method of payment of VAT on the supply of goods or services in the home country towards the Business Partner. VAT on goods and services supplied in this way pursuant to the Act No. 222/2004 Coll. on Value Added Tax, as amended, shall be paid by EG Company to the so-called Taxpayer's Personal Account ("osobný účet daňovníka") of the Business partner, which was assigned to it by the tax administrator.
   Criteria for the application of the special method of payment of tax on the supply of goods or services in the home country:
   - the business partner is listed in the list of debtors maintained by the Social Insurance Agency, health insurance companies, Financial Administration of the Slovak Republic
   - the business partner requests payment for the supply of goods/services to a bank account that is not listed in the list of bank accounts published by the Financial Directorate, etc.
2. If, under the Contract with the Business Partner, EG Company acts as the supplier of goods or services in the home country and the Business Partner will want to apply towards it pursuant to the Act No. 222/2004 Coll. on Value Added Tax, as amended, the special method of payment of VAT on the supply of goods or services in the home country, the Business Partner shall be obliged at least 2 business days before the tax is paid, to inform EG Company in advance that VAT on the supply of goods or services will be paid directly to the tax administrator, stating the relevant reason on which it has decided to do so. The Contracting Parties have further agreed that if the Business Partner does not notify EG Company of this fact in advance with the reason, EG Company shall have right to impose a contractual penalty on the Business Partner of EURIBOR 1M + 1% of the amount stated on the invoice.

18. Occupational Safety and Health (OSH), Fire Protection and Environmental Protection Obligations

1. The following provisions apply if the Business Partner enters the premises of the EG Company during the performance of the Contract.
2. The Business Partner acknowledges that the EG company carefully ensures compliance with quality, hygiene, occupational safety and health, fire protection, and civil protection standards. In this respect, the Business Partner undertakes in particular:
   - to comply with the EG company's internal regulations, in particular the General Prevention Manual for Business Partners (hereinafter referred to as the "Manual") and also to ensure that all Business Partner's Employees (hereinafter referred to as "**Employees**") receive instruction on the contents of the Manual and the EG company's internal regulations prior to commencement of the Work, in particular with regard to the rules relating to occupational safety and health, fire prevention, and civil protection;
   - to ensure occupational safety and health protection of the Business Partner's Employees in the performance of the Contract, to equip them with the prescribed personal protective

equipment, and to provide them with regular information in accordance with the regulations on occupational safety and health protection and fire protection;

- to ensure that Employees undergo, at the EG company's request, a test proving that they have not consumed alcoholic and narcotic or psychotropic substances, or any other inspection proving that the conditions specified in the Contract have been met;
- to notify the EG company immediately of the occurrence of any incident in accordance with Article 4 of the Manual so that the EG company has the opportunity to investigate the circumstances surrounding the occurrence of the incident and to carry out the necessary documentation;
- to take all necessary measures to ensure that its activities do not impair the safety of persons located in the EG company's premises and prevent any damage in terms of health, environment, fire, and transport;
- not to bring any hazardous chemical substances and mixtures (especially toxic, very toxic, carcinogenic, mutagenic), alcohol, narcotic and psychotropic substances, or weapons into the EG company's premises, and to bring hazardous chemical substances and mixtures into the EG company's premises only if it is necessary for the performance of the Work and after prior approval by the EG company;
- to carry out the performance of the Contract in such a way that, during the performance the surroundings is not disturbed by noise, dust, emissions, vibrations, or waste in excess of a reasonable level (or the level established by the applicable legislation, if it regulates specific limits),
- to inform the EG company without undue delay of any fact that prevents or impedes the performance of the Work and any related activities, or could cause damage to the EG company or third parties, in particular if it is a shortcoming relating to safety and health, fire protection;
- in the event that the place of construction/place of work is handed over during the performance of the Contract, to ensure compliance with the obligations arising from the applicable legislation, in particular with regard to occupational safety and health protection and fire protection from the date of its handover;
- to be fully liable to the EG company for any damage incurred by the Business Partner in breach of obligations under this Article of the GTC and applicable legal regulations in the area of occupational safety and health protection and fire protection, including any penalties imposed on the EG company by the relevant administrative or public authorities.

3. Prior to the commencement of Contract performance, the EG company shall provide demonstrable instruction to the Business Partner's Employees on the contents of the Manual and other internal regulations of the EG company which are necessary for the proper implementation of the performance.
4. The EG company shall be entitled to unilaterally change the General Prevention Manual for Business Partners; its current wording can be found on EG company's website. A change to the Manual shall become effective for the Business Partner on the 5. day following the date of its notification by the EG company via email to the address of Business Partner's responsible representative.

5. The Business Partner acknowledges that the EG company is diligent in complying with quality standards in environmental protection and the principles of prevention of major industrial accidents. In this respect, the Business Partner undertakes in particular:
    - to comply with the applicable legislation in the area of environmental protection and the principles of prevention of serious industrial accidents and the internal regulations of the EG company, with which the Business Partner was made familiar. To ensure that all Employees receive instruction on the contents of the EG company's internal regulations prior to commencement of the Contract´s performance, in particular with regard to the rules relating to environmental protection and the principles of prevention of major industrial accidents;
    - to dispose of waste in accordance with Act No. 79/2015 Coll. on Waste, as amended (hereinafter referred to as the "Waste Act") and maintain order and cleanliness at the place of performance of work and activities during the, continuously remove waste and dirt generated by its activities during the Contract´s performance to the place designated by the EG company. The Business Partner is also obliged to maintain order and cleanliness on the roads adjacent to the place of the Contract´s performance;
    - to observe the prohibition of vehicle washing and pouring any substances onto paved surfaces, unpaved surfaces, and into storm drains in the premises of the EG Company;
    - to dispose of dangerous substances (petroleum substances, chemicals, etc.) in accordance with the requirements of Act No. 364/2004 Coll. on Waters, as amended, so as to avoid endangering and contaminating water, prevent extraordinary deterioration or endangerment of water quality, and in cases where the Business Partner's activities cause contamination of surface or underground water, to report this fact to the EG company without delay and take all necessary measures to prevent further deterioration of water quality;
    - in the event that the place of construction/place of work is handed over during the performance of the Contract, to ensure compliance with the obligations arising from the applicable legislation, in particular with regard to environmental protection and the principles of prevention of major industrial accidents;
    - to be fully liable to the EG company for any damage incurred by the Business Partner in breach of obligations under applicable legal regulations in the area of environmental protection and the principles of prevention of major industrial accidents, including any penalties imposed on the EG company by the relevant administrative or public authorities.
6. Violation of any of the Business Partner's obligations set forth in this Article of the GTC shall be deemed to be a material breach of the Contract and may be a reason for withdrawal from the Contract by the EG Company.
7. The Business Partner undertakes to email the identification and contact details of the Employees to the address bozppo@enviengroup.eu (to ensure entry) at least 3 days prior to the Business Partner's entry to the place of the Contract´s performance, which is located in the EG company's premises, buildings, or site.

19. EU and National Public Funding

Where the subject-matter of the commitment with the Business Partner is implemented under a

project financed from the EU funds or from national public funds, the Business Partner undertakes to tolerate an inspection/audit by the competent inspection authority related to the delivered goods, works and services financed from these funds and to provide the parties carrying out the inspection/audit with all necessary cooperation.

20. Special provisions in connection with contract concluded within public procurement

1. In the event that the process of concluding the Contract between the EG company and the Business Partner is subject to the provisions of Act No. 343/2015 Coll. on public procurement and on the amendment of certain laws as amended (hereinafter referred to as "ZoVO"), the implementation of performance under the Contract is bound by the rules applicable to drawing funds from public sources and the Business Partner is obliged to comply with the following provisions of this article.
2. The EG company may request certain data and documents from the Business Partner in connection with the fulfilment of the Contract bound to ZoVO. The Business Partner undertakes to provide the maximum possible cooperation and to inform the EG company about the facts that may affect the implementation of the performance.
3. If required by the Act No. 315/2016 Coll. on the register of public sector partners (hereinafter referred to as the "Act on RPVS"), the Business Partner undertakes to be registered in the registrar of public sector partners by the date of signing the Contract, and likewise, each of its subcontractors for the purposes of the given Contract must be registered in the registrar of public sector partners during the entire duration of the Contract.
4. Furthermore, the Business Partner declares that, as of the date of signing this Contract, as a public sector partner, or a person who fulfils the duties of an authorized person for the Business partner in accordance with the Act on RPVS (hereinafter referred to as the "authorized person"), has fulfilled all obligations that result from the Act on RPVS for the Business Partner or the person who fulfils the duties of an authorized person for the Business partner. Parties agree that if the statements under this clause prove to be false:
   a) the EG company is not in default if, for this reason, it does not fulfill what the Contract imposes on it, until the fulfillment of the Business Partner's obligation, or its authorized person
   b) if there are reasons for withdrawal according to § 15 par. 1 of the Act on RPVS, such actions of the Business Partner are considered a material breach of the Contract and the EG company has the right to withdraw from the Contract
   c) the EG company reserves the right in the event that reasons for withdrawal arise according to § 15 paragraph 1 of the Act on RPVS and the EG company does not use this right to withdraw from the Contract, that the EG company is entitled to a contractual penalty in the amount of 5% of the total price of the performance under the Contract. At the same time, EG company has the right to compensation for damages incurred in this connection, that exceed the amount of the contractual penalty.
5. The Business Partner is obliged to notify the EG Company in writing of any change to the data entered about him in the registrar of public sector partners or his deletion from the registrar of public sector partners no later than 5 days from the date of the change to the entered data or deletion in the registrar of public sector partners.
6. The Business Partner undertakes to ensure that the following subcontractors do not participate in the performance of the Contract: a subcontractor who is a partner of the public sector but is not registered in the registrar of public sector partners or a subcontractor who is a partner of the public

sector, or a person who fulfills the duties of an authorized person for the subcontractor, and who does not fulfill its obligations under the RPVS Act.

21. International Sanctions

1. The Business Partner declares that it is not a sanctioned person in accordance with the Act no. 289/2016 Coll. on the implementation of international sanctions as amended (hereinafter referred to as "Act on International Sanctions") or with directly applicable regulation of the European Union establishing sanctions or sanctioned persons, that it is not directly or indirectly owned or controlled by a sanctioned person and/or that any of its representatives or persons acting on its behalf is not a sanctioned person.
2. The Business Partner declares that it will not provide funds or property to any sanctioned person, nor will it hold or otherwise control any funds or property of any sanctioned person, and that it will refrain from performing any activities that are subject to international Sanctions in line with the Act on International Sanctions or directly applicable regulation of the European Union establishing sanctions or sanctioned persons.
3. The Business Partner declares that the Goods it delivers to EG company meet all legislative conditions (e.g. that any sanctioned country is not/will not be indicated as the country of origin in the relevant PoS type documents).
4. To prove the truth of the above statements during the duration of the Contract, the Business Partner is obliged to provide EG Company at any time at its request with all documents that demonstrate its compliance with these statements and is obliged to inform the EG Company immediately of any changes in these documents or statements.
5. EG Company is not obliged to fulfil the Contract if it learns that the statements of the Business Partner according to this article of the GTC are false or incomplete, and is not responsible for the damages that the Business Partner incurs. Violation of the above statements is considered a material breach of the Contract and entitles EG Company to withdraw from the Contract.
6. The Business Partner undertakes to indemnify the EG Company for costs and damages incurred as a result of reliance on the truth, completeness and correctness of the Business Partner ´s statements contained herein (promise of indemnification), especially if, as a result of falsity, incompleteness or incorrectness of this statement, a fine will be imposed on the EG Company by state authorities in accordance with Sec. § 21 or § 22 of the Act on International Sanctions (or other regulation).

22. Prohibition of Child Labor

1. The EG Company strictly prohibits the use of child labour in any form within its operations and supply chain. The EG Company adheres to all applicable laws, international conventions, and best practices regarding child labour, including but not limited to the International Labour Organization (ILO) Conventions and the United Nations Convention on the Rights of the Child.
2. No person below the minimum legal working age defined by the Act No. 311/2011 Coll. Employment Code and international standards, shall be employed, engaged, or otherwise utilized in any work for the EG Company or by its business partners.
3. The business partner and its suppliers/subcontractors shall ensure that child labour is not used in any part of their operations or supply chain. They must implement adequate measures to verify and monitor compliance with this requirement, including maintaining accurate records of employees'

ages and conducting due diligence on their own suppliers/subcontractors.

4. In the event of a violation of this provision, the EG Company reserves the right to take one or more of the following remedial measures, depending on the severity of the breach:
5. a) Corrective action plan – The business partner will be required to take immediate corrective measures, such as removing the child worker from employment and ensuring their access to education or other appropriate support programs.
6. b) Suspension of performance resulting from business relations – The EG Company may temporarily suspend any business relationship, including withholding payments, until the issue is resolved.
7. c) Withdrawal from Contract – In cases of serious or repeated violations, or failure to implement corrective actions, the EG Company has the right to immediately withdraw from any existing contract with the business partner in non-compliance with this provision without EG Company´s liability to damage incurred due to this to the business partner.
8. d) Pursue of Reimbursement of Caused Damages – The EG Company may require from the business partner in non-compliance with this provision reimbursement for any costs incurred while addressing the violation, including third-party investigations, third-party consultations, remediation programs, or reputational damage.
9. The EG Company reserves the right to conduct audits, inspections, and due diligence assessments of the business partner to ensure compliance with this provision. Business partner shall fully cooperate with such efforts and provide necessary documentation upon request.

General Terms and Conditions of the ENVIEN GROUP

II Special Part

1. Introductory Provisions

1. Special Part of the General Terms and Conditions of the ENVIEN Group further regulates the contractual relationship between the EG Company and its Business Partner (hereinafter jointly referred to as the "Parties") according to the type of the concluded commitment and supplements the General Part of the GTC.
2. Each contractual relationship between the Parties is always governed by the General Part of the GTC and explicitly determined part A, B, C or D of the Special Part of the GTC according to the nature of the contractual commitment.
3. Special Part of the GTC includes 4 parts:
    - Part A Purchase of Corn, Rapeseed and similar agri-commodities
    - Part B Sale of Byproducts (DDGS, Rapeseed Meal, Glycerine, Lecithin Sludge and Other Byproducts)
    - Part C Purchase of Oils
    - Part D Purchase of Goods and Services, Work performance
4. Unless otherwise stipulated in the Contract between the Parties, the GTC are deemed to form an integral part thereof.

In Leopoldov on 1.1.2026
ENVIRAL, a.s.
MEROCO, a.s.
Poľnoservis, a.s.
ENAGRO, a.s
BPS Hubice, s. r. o.