Business Terms and Conditions for the Provision of Services by Česká pošta, s.p. to Third Parties through a Contractor

1. Purpose and subject-matter of the Agreement and these Business Terms and Conditions

1.1. These Business Terms and Conditions for the Provision of Services by Česká pošta, s.p. to Third Parties through a Contractor (hereinafter referred to as "these BTCs") regulate the relationship between Česká pošta, s.p. (hereinafter referred to as "ČP"), a company having its registered office located at Politických vězňů 909/4, 225 99 Prague 1, registration number: 47114983, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565, in the course of performance of the Agreement on the Provision of Services for Česká pošta, s.p. (hereinafter referred to as "the Agreement") made between ČP and natural persons or legal entities with whom the Agreement was entered into (hereinafter referred to as "the Contractor").

1.2. The purpose of the Agreement is to provide ČP's services (hereinafter referred to as "the Agreed Services") to third parties, i.e. senders or recipients of parcels, (hereinafter referred to as "the Clients") through the Contractor at the location set out by the Agreement (hereinafter referred to as "Partner Balíkovna"). The Agreed Services are as follows:

1.2.1. Handover of parcels, the delivery of which is facilitated through ČP services specified in the currently valid Technology Manual for Partner Balíkovna locations.

1.2.2. Acceptance of collected cash payments from recipients of parcels.

1.2.3. Acceptance of parcels, the posting of which is facilitated through ČP services specified in the currently valid Technology Manual for Partner Balíkovna locations.

For the avoidance of doubt, Partner Balíkovna is presented to the Clients in ČP's postal terms and conditions concerning the products provided under the "Balíkovna" brand (Postal Terms and Conditions – General Terms and Conditions for Providing the Services) as well as further documents and promotional materials as "Non-Post Office Balíkovna".

1.3. The subject-matter of this Agreement is to regulate the rights and duties of the Parties in respect of the provision of the Agreed Services by the Contractor for ČP.

2. Prerequisites for the provision of services, loan for use

2.1. Partner Balíkovna locations have to be equipped with the following mandatory equipment: an address-label-printing printer. The condition is that the printer can be connected to the Contractor's device in a working manner in accordance with subclause 6.3.

2.2. All equipment referred to in subclause 2.1 of the Agreement (hereinafter "the Object of the Loan") is provided by ČP to the Contractor on the basis of a loan for use within the meaning of section 2193 of the Civil Code, no later than on the date on which the Agreement enters into force, or on an alternative notified date. If it becomes apparent that the equipment provided as part of the Object of the Loan is insufficient to fulfil the purpose for which it was provided to the Contractor, ČP will arrange its replacement.

Upon handover of the Object of the Loan, the Parties to the Agreement will prepare a written Handover Protocol containing an exact specification of the items, confirmed by representatives of both Parties at the Partner Balíkovna.

2.3. The Contractor is obliged to secure the Object of the Loan against misuse and to use it solely for the purpose and in accordance with the conditions laid down in the Agreement and in the manner for which it is intended.

The Contractor is fully liable for any damage caused by impairment, loss, misuse, or destruction of any part of the Object of the Loan. The Contractor is obliged to inform ČP without delay and in a demonstrable manner of any circumstance affecting the condition of the Object of the Loan and/or the fulfilment of the Contractor's obligations under this subclause.

2.4. The Contractor must not permit any other person to use the Object of the Loan unless ČP has given prior written consent.

2.5. The Contractor is obliged to return the Object of the Loan without delay upon termination of the operation of the Partner Balíkovna or upon termination of the contractual relationship established by the Agreement.

3. Commission

3.1. The commission amount agreed in the Agreement is final. The commission includes all costs and the full remuneration of the Contractor for ensuring the provision of the Agreed Services, including the costs of data connection; the costs of the Contractor's equipment used to access the "Partner Balíkovna Service" application; and remuneration for advertising activities and the placement of advertisements in the premises of Partner Balíkovna locations under the conditions specified in the Agreement. All components of the commission amount are stated exclusive of VAT.

3.2. ČP is entitled to offset any of its claims, including those that are not yet due, against any of the Contractor's claims, including those that are not yet due, which the Contractor has against ČP. The Contractor is entitled to unilaterally offset its due or not yet due claims against ČP only with the prior written consent of ČP.

3.3. If the Contractor is a VAT payer, the Contractor is required to break down the commission in the tax document in accordance with the presented billing.

3.4. If the Contractor is a VAT payer, any tax document issued by the Contractor must contain all elements of tax documents prescribed by the VAT Act, as amended. If a tax document does not contain these elements, ČP reserves the right to return the tax document to the Contractor without payment, without being in default on the payment. The corrected tax document is due 30 days from the date of its delivery to ČP.

3.5. If the Contractor is a VAT payer and, on the date of the taxable performance, any of the circumstances referred to in section 106a or section 109 of the VAT Act occurs, in particular if the Contractor is an unreliable payer or if the payment is to be made to an account held outside the Czech Republic, ČP is entitled to pay the part of the price (commission) corresponding to VAT directly to the tax administrator in accordance with section 109a of the VAT Act. In such a case, ČP will pay the Contractor only the part of the price (commission) corresponding to the VAT base. A payment made in this manner will be considered proper fulfilment of ČP's obligation towards the Contractor under the Agreement.

3.6. If the Contractor is a VAT payer, the Contractor is obliged to state in tax documents only a bank account that is published by the tax administrator in a manner enabling remote access within the meaning of the legal regulations governing VAT. If the Contractor states in a tax document a bank account that is not published in this manner, ČP will be entitled to return the tax document to the Contractor for correction. The time limit for payment will be suspended for the period during which the tax document will be returned for correction. A new time limit for payment will start to run on the day of delivery of the corrected tax document.

4. Basic duties of the Contractor

4.1. Partner Balíkovna locations must be connected to ČP's data network in accordance with Article 6 of these BTCs.

4.2. The Contractor is obliged to carry out the activity under the Agreement for the benefit of ČP and with professional care. All costs related to the performance of the Agreement are borne by the Contractor (they are included in the commission paid to the Contractor by ČP).

4.3. If natural persons (employees, persons carrying out an activity not as employees) other than the Contractor are involved in performing activities under the Agreement, the Contractor agrees to bind these persons at least to the extent of the Agreement and these BTCs. The Contractor is responsible for the actions and activities carried out by these persons as if they had been performed by the Contractor itself.

4.4. The Contractor is obliged to protect personal data specified in Article 10 of these BTCs and to maintain and protect mail, postal, and other legally protected secrets encountered by the Contractor in connection with providing services under the Agreement, in accordance with applicable legislation and the Agreement. This obligation survives the termination of the contractual relationship established by the Agreement, unless otherwise stated. In the case of a breach of this provision, the Contractor is liable for any damage caused to ČP.

4.5. The Contractor agrees to support and protect the good name of ČP, particularly its business interests and business name. The Contractor also agrees to inform ČP about any third-party interference with ČP's rights and to share with ČP any experiences related to the operation of the Partner Balíkovna location. If for any reason the Contractor is unable to perform the agreed activity (restriction, suspension, termination), the Contractor is obliged to inform ČP without unnecessary delay.

4.6. The Contractor is obliged to provide the services under the Agreement throughout the full opening hours of the Partner Balíkovna location, as agreed by the Parties before signing the Agreement.

The Contractor is entitled to make a temporary change to the opening hours of the location or to close it temporarily.

The Contractor is obliged to record any temporary or permanent change to the opening hours in the "Partner Balíkovna Service" application in good time; if cooperation is required, the Contractor must contact the ČP representative, see the contacts in the "Balíkovna Partner Service" application. In the case of a temporary change to the opening hours or a temporary closure of the location, the Contractor is obliged to record the change in the "Partner Balíkovna Service" application at least 2 working days before the change takes effect.

Any permanent change to the opening hours must be discussed with ČP in good time, that is, at least 5 working days before the planned change, and such a change may be made only after prior approval by ČP; see the contacts in the "Partner Balíkovna Service" application.

4.7. The Contractor is obliged to take all necessary measures to ensure that the waiting time for serving a ČP customer at the Partner Balíkovna location is not unduly extended. For the purposes of the Agreement and these BTCs, the waiting time for serving the Client is considered to be the period from the moment the Client takes an active step towards using the services under the Agreement (e.g., joining the queue) to the moment they are approached for the purpose of provision of services under the Agreement.

4.8. All parcels, cash amounts, documents, and other items received in connection with the provision of the Agreed Services must, from the moment they are taken over from until they are handed over to the authorised ČP personnel/Client, be properly secured by the Contractor against loss, damage, destruction, or any other potential harm that may arise in relation to them.

The Contractor is liable for any damage to parcels, cash amounts, documents, and other items that occurs from the moment they are taken over from the Client or ČP personnel until the moment of their handover as per the Agreement. The provisions of section 2426 of the Civil Code do not apply in this case.

4.9. The Contractor is required to carry out with the ČP personnel the billing of handed over and taken over parcels, cash amounts and other items handed over and taken over in connection with the provision of the Agreed Services, and to hand over any additional documents in accordance with the Technology Manual, on each working day during the entire opening hours of the Partner Balíkovna location.

The Contractor is required to provide the ČP personnel with all necessary cooperation to ensure that the time for the handover, takeover and billing of the handed over and taken over parcels, cash amounts and other items handed over and taken over in connection with the provision of the Agreed Services, as well as the handover of additional documents, is not unreasonably extended.

4.10. In the event of a complaint or claim from the Client, the Contractor is required to inform the Client of his option to file the complaint or claim with the nearest post office.

4.11. In situations regulated by the Act No. 253/2008 Coll., on certain measures against the legalisation of the proceeds of crime and terrorist financing, as amended, the Contractor is required to act in accordance with this Act.

4.12. The Contractor is required to place the provided ČP service location sign in an easily visible position immediately next to the entrance of the Partner Balíkovna location where the Contractor carries out activities under the Agreement, as well as inside the Partner Balíkovna location.

4.13. The Contractor is required to maintain an adequate supply of operational forms and marketing materials at the Partner Balíkovna location, which must be placed there according to ČP instructions. The Contractor is required to request ČP to replenish operational forms and marketing materials well in advance of depleting their stock.

4.14. With the following exceptions, the Contractor is authorised to carry out advertising promoting activities conducted under the Agreement, advertising that includes references to its cooperation with ČP, or any other advertising involving the use of ČP trademarks exclusively through marketing materials received from ČP. For this purpose, ČP grants the Contractor a non-exclusive licence to use the work and trademarks. A list of trademarks is provided in the Partner Balíkovna Logo Usage Rules for Contractors (the Balíkovna Logo Manual). The work or trademark may only be used for the duration of the Agreement and only within the territory of the Czech Republic. The licence is limited in quantity to the number of marketing materials received from ČP. The work or trademark may only be used in the manner specified by ČP and in the form in which the Contractor receives it from ČP. The Contractor is not authorised to alter in any way or use the work or trademark for the purpose of creating a new title resulting from intellectual property. The binding rules for using the ČP logo are set out in the Partner Balíkovna Logo Usage Rules for Contractors (the Balíkovna Logo Manual), the current version of which is available in the Partner Balíkovna Service application. ČP is authorised to make changes to the Partner Balíkovna Logo Usage Rules for Contractors within a reasonable scope provided that it will publish information about the changes including information on the effective date of the changes at least 30 days before the effective date of the changes by means of the Partner Balíkovna Service application. ČP may also provide the information about the proposed changes, including the new wording of the Partner Balíkovna Logo Usage Rules for Contractors, by using other communication means agreed with the Contractor or by sending it to the Contractor's address mentioned at the beginning of the Agreement. The Contractor is obliged to familiarise itself with the new wording of the Partner Balíkovna Logo Usage Rules for Contractors.

4.15. If the Contractor intends to advertise in a manner other than through the marketing materials received from ČP, the Contractor must request approval from ČP for the content and visual aspects of the advertisement, its duration, and the manner of its use. The Contractor is not entitled to use advertising in such a manner without the express approval.

4.16. Requests for approval of the content and visual aspects of the advertisement, its duration, and the manner of its use must be sent by the Contractor to ČP in printed form or electronically on CD or DVD to the following address:

Česká pošta, s.p.,

Marketing and Business Development Section,

Poštovní přihrádka 99,

225 99 Praha 025.

If the advertisement proposal does not exceed 10 MB in electronic form, the Contractor is authorised to send it only electronically by email to mk.partneri@balikovna.cz.

ČP will respond to the submitted advertisement proposal within 5 working days of its receipt. Unless otherwise stated in ČP's response, granting consent constitutes the conclusion of a licensing agreement,

under which the Contractor is granted a non-exclusive licence to use the names of services and trademarks defined in the Partner Balíkovna Logo Usage Rules for Contractors, within the scope granted by the consent. If the consent does not include specific conditions for the use of the advertisement proposal, the Contractor is authorised to use the proposal as outlined in Art. 3.15.

4.17. The Contractor is obliged to provide ČP with the contact telephone number of the Partner Balíkovna designated for publication within 3 days from the conclusion of the Agreement. In the event of any change to this telephone number, the Contractor is obliged to inform ČP with sufficient notice.

4.18. The Contractor will ensure that the Agreed Services are provided personally (personal provision includes provision through natural persons defined in Art. 4.3). The Contractor may only authorise another third party (subcontractors, other businesses, etc.) to provide the Agreed Services with prior written consent from ČP. ČP is entitled to revoke this consent at any time, even without providing a reason. If the Contractor decides to authorise a third party to provide the Agreed Services, the Contractor must bind the third party to comply with the obligations outlined in the Agreement to the same extent as if the Contractor were providing the Agreed Services themselves. If the Agreement imposes an obligation on the Contractor, the Contractor must transfer this obligation to the third party authorised by the Contractor to provide the Agreed Services, unless the nature of the obligation indicates that it must be performed exclusively by the Contractor. The previous written consent of ČP does not relieve the Contractor of responsibility for selecting a third party. The Contractor is responsible for the actions and activities carried out by these persons as if they had been performed by the Contractor itself. The Contractor may only delegate the provision of the Agreed Services to third parties on the condition that these third parties hold all necessary permits or consents required for performing the entrusted activities.

4.19. Unless otherwise specified, the Contractor will provide the Agreed Services to the Clients under the Agreement on behalf of ČP and at ČP's expense and liability, all this on the basis of a letter of authorisation. If the Contractor, with the prior written consent of ČP, assigns the provision of the Agreed Services to a third party, the Contractor must also authorise this person to act on behalf of ČP, at ČP's expense and liability, while providing the Agreed Services.

4.20. The Contractor is required to comply with the following when providing the Agreed Services under the Agreement:

4.20.1. Laws applicable to the provision of the Agreed Services activities under the Agreement;

4.20.2. The Technology Manual for Partner Balíkovna locations provided to the Contractor by ČP. The version of the Technology Manual current on the date of signing the Agreement was provided to the Contractor before the Agreement was signed. ČP will inform the Contractor about changes to the Technology Manual via email sent in advance to the contact address provided at the beginning of the Agreement or through the Partner Balíkovna Service application. Unless stated otherwise by ČP, the Contractor is required to follow the new wording of the Technology Manual from the day after the changes are notified by ČP.

4.20.3. The Contractor is required to follow the instructions of ČP when providing the Agreed Services under the Agreement, provided these instructions do not conflict with legal regulations, the Agreement, or any documents whose content is binding for the Contractor under the Agreement.

4.21. When performing activities related to the subject-matter of the Agreement, the Contractor must always act in the best interests of ČP and in accordance with those interests, which are or must demonstrably be known to the Contractor.

4.22. The Contractor or any third party authorised by the Contractor to provide the Agreed Services is not authorised to act on behalf of, at the expense of, or with the liability of ČP in any cases other than those specified in the granted letter of authorisation. If this authorisation is exceeded, the Contractor is liable for any damage caused to ČP by the exceeding of this authorisation.

5. Additional obligations of the Contractor

In connection with the performance of the Agreement, the Contractor is obliged to:

5.1. Provide the Agreed Services diligently, with due care and expertise, and with the necessary professional skills for delivering the performance specified in the Agreement. The Contractor is bound by applicable laws in the execution of the Agreement. During the performance of its activities, the Contractor will take care not to damage the good business reputation and good name of ČP. During the performance of its activities, the Contractor must always act in the interests of ČP;

5.2. When performing the subject-matter of the Agreement, the Contractor must take into account the operational needs of ČP, follow the customary rules for data processing, and carry out individual tasks of the Agreement in close cooperation with ČP;

5.3. The Contractor must immediately inform ČP of any obstacles to the performance, even if they are not the Contractor's responsibility, of any demands raised by regulatory authorities, and of any claims made by third parties that could affect the performance of the Agreement;

5.4. Even without ČP's instructions, the Contractor must carry out the necessary actions which, although not part of the Agreement, will be essential for fulfilling the Agreement due to unforeseen circumstances or are necessary to prevent harm;

5.5. Take all necessary measures to ensure that its activities do not cause damage to ČP's property, its employees, or third parties, nor harm the health of ČP's employees or third parties, for which ČP would be liable;

5.6. Compensate for any non-material damage caused to ČP by the actions, inactions, or omissions of the Contractor or persons authorised by the Contractor to perform activities under the Agreement;

5.7. Immediately inform ČP of any facts affecting the performance of the Agreement and fulfil its obligations under the Agreement properly and within the agreed timeframe;

5.8. At ČP's request, the Contractor must attend an in-person meeting, if ČP requests the meeting at least five (5) working days in advance. In exceptionally urgent cases, this deadline may be shortened by mutual agreement between the Parties;

5.9. Without ČP's prior written consent, the Contractor must not assign this Agreement or assign or transfer any of its rights or obligations arising from the Agreement.

6. Connection of Partner Balíkovna locations to ČP's data network

6.1. When providing the Agreed Services under the Agreement, the Contractor must use the ČP application called "Obsluha Balíkovny Partner" (Partner Balíkovna Service application, hereinafter referred to as "the Application"). The Application is operated by ČP. To set up an account, the Contractor must provide ČP with the necessary details for creating a user account(s), including the user's first name, last name, email address, and mobile phone number, before it starts providing Partner Balíkovna services. ČP will create a user account for the Contractor and will manage it. The login credentials for the user account will be provided by ČP to the users before they start providing Partner Balíkovna services. Any changes to the user account details must be immediately reported to ČP by the Contractor upon their occurrence.

6.2. When using the Application, the Contractor must follow the user manual, which is part of the Application.

6.3. The Contractor must ensure access to the Application through its own data connection and own device. Own device refers to a mobile phone or tablet with data connectivity and a camera for reading parcel barcodes. The functionality of the Application is conditional upon it being launched in the Google Chrome, Microsoft Edge, or Firefox browser in the current version. The recommended minimum internet connection speed is 2 Mb/s; the recommended minimum screen size of the Contractor's device is 6 inches.

7. Insurance

7.1. The Contractor is required to insure the received parcels, documents, and other items against damage caused by natural disasters, theft, burglary, or robbery for a minimum amount of CZK 200,000. The insurance contract must be valid and effective from the start of the Contractor's activities.

7.2. The Contractor is obliged to present proof of insurance, in the scope specified in Article 7.1 of these BTCs, at any time during the term of the Agreement upon request by ČP.

7.3. The Contractor will carry out any actions required by the insurer in relation to insurance claims immediately after the occurrence of the claims. ČP is obliged to provide the Contractor with all possible cooperation in connection with the insurance claim.

8. Obligations of ČP

8.1. ČP is obliged to hand over to the Contractor parcels, documents and other items to be handed over in connection with the provision of the Agreed Services through the designated ČP personnel during the entire opening hours of the Partner Balíkovna location. A change in the handover times is possible upon mutual agreement between the authorised representatives of both Parties.

8.2. ČP is obliged to regularly settle accounts with the Contractor for handed-over and taken-over parcels in accordance with Article 4.9 of these BTCs.

8.3. ČP will duly inform the Contractor without undue delay of any legislative and operational changes that may affect the Contractor's provision of the Agreed Services. Unless otherwise stated in the Agreement or other binding documents referenced therein, communication between ČP and the Contractor will take place via the email address provided under the Agreement.

8.4. ČP is required to provide the Contractor with all necessary, appropriate, and requested cooperation in connection with fulfilling the purpose of the Agreement.

9. Security, use of IT equipment and software

9.1. The Contractor is required to comply with the security requirements set out in the Partner Balíkovna ICT User Security Manual, the version of which valid as of the date of signing the Agreement is available in the Application. ČP is authorised to make changes to the Partner Balíkovna ICT User Security Manual. ČP will provide the Contractor with information on changes to the Partner Balíkovna ICT User Security Manual, including information on the effective date of such changes, at least 30 days before they come into effect, by making this information available in the Application. ČP may also provide the information about the proposed changes, including the new wording of the Partner Balíkovna Logo Usage Rules for Contractors, by using other communication means agreed with the Contractor or by sending it to the Contractor's address mentioned at the beginning of the Agreement. The Contractor is required to familiarise itself with the new wording of the Partner Balíkovna ICT User Security Manual and with contractual operators.

9.2. The Contractor acknowledges that ČP will be able to verify compliance with the security requirements set out in the Partner Balíkovna ICT User Security Manual.

9.3. The Contractor is required to report any actual or suspected security incidents defined in the Partner Balíkovna ICT User Security Manual to the ČP ServiceDesk.

10. Personal data protection

10.1. Pursuant to Article 28 of 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 (hereinafter referred to as "the GDPR"),

ČP, as the controller of personal data, hereby appoints the Contractor as the processor of personal data to process personal data provided to it in the performance of the Agreement. Personal data is considered protected information within the meaning of clause 4 of the Agreement.

10.2. ČP declares that the personal data mentioned in Article 10.3 above has been obtained and processed in accordance with law; is complete; corresponds to the set purpose, and is disclosed to an extent necessary to fulfil the set purpose.

10.3. ČP appoints the Contractor to process personal data of data subjects – addressees and senders of parcels, and possibly intermediaries (if the parcel is to be delivered to the addressee via another person) – for the purposes of performing the Agreement, to the following extent:

- Name and surname;
- Address;
- Phone number;
- Parcel posting number;
- Parcel pickup code;
- Email address, if provided;
- Date of birth, if provided.

10.4. The Contractor is authorised to process the personal data specified in Article 10.3 above for the purpose of providing the Agreed Services, i.e., for taking over parcels from Clients-senders and handing over parcels to Clients-recipients, until the parcels are handed over to the recipient or returned to ČP. However, the Contractor is authorised to process the recipient's name and surname and the parcel posting number for an additional 13 months from the date of the takeover of the parcel, return of the parcel to ČP or handover of the parcel to the recipient.

10.5. When processing personal data, the Contractor is required to act in accordance with the Agreement, the Technology Manual for Balíkovna Partner locations and the applicable data protection laws (especially the GDPR).

10.6. The Contractor will process personal data by both automated and non-automated means. In particular, the Contractor will process personal data by viewing and editing data in the Application.

10.7. The information obligation towards the data subjects under the GDPR will be fulfilled by ČP. For the proper fulfilment of ČP's information obligation, the Contractor is required to provide ČP with all necessary cooperation, including informing data subjects that ČP fulfils its information obligation mainly through its website (www.ceskaposta.cz, under the tab "Personal Data Protection – GDPR"). For the purposes of exercising data subject rights under the GDPR, the Contractor must inform the data subjects that they can exercise their rights using a form available on ČP's website or at any ČP or Partner Post Office location.

10.8. The Contractor will process personal data solely based on the conditions outlined in the Agreement and written instructions from ČP, including any potential transfer of personal data to third parties, unless such processing is already required by legal regulations applicable to the Contractor. In such cases, the Contractor will inform ČP of the legal requirement prior to processing, unless the legal regulations prohibit such notification for important public interest reasons. The Contractor will take into account the nature of the processing and its potential impact on the privacy of data subjects, adapting the security of the processing accordingly.

10.9. If the Contractor selects purposes and means of processing personal data other than those specified by ČP in the instructions and Agreement, the Contractor will be considered the data controller for such processing, with all the related consequences. In such a case, the Contractor will inform ČP of this situation without undue delay.

10.10. Any third party (other than the Contractor's employees) acting on the Contractor's behalf and having access to personal data will be permitted to process this personal data only based on ČP's instructions, unless such processing is required by legal regulations. The Contractor will take measures to satisfy this requirement and to ensure that the persons authorised to process the personal data undertake to maintain confidentiality if they do not have the legal obligation of confidentiality.

10.11. The Contractor is responsible for ensuring that its employees who come into contact with personal data as part of fulfilling their given duties and obligations, will be required to maintain confidentiality regarding the personal data and security measures, the disclosure of which would compromise the security of personal data. The duty of confidentiality survives the end of employment or the completion of the relevant work. The Contractor shall monitor the performance of the above-mentioned duties by its employees.

10.12. If permitted by applicable law, the Contractor is authorised to engage another processor, but only with prior written consent from ČP. If the Contractor involves another processor to carry out certain personal data processing activities on behalf of ČP, the other processor must be bound by a contract or other legal act to the same obligations regarding personal data protection as those agreed between ČP and the Contractor, including providing sufficient guarantees concerning the implementation of appropriate technical and organisational measures to ensure that the processing of personal data complies with legal requirements and the rules and conditions for handling personal data that ČP and the Contractor have committed to adhering to. ČP is authorised to revoke the consent for engaging an additional processor at any time, even without providing a reason.

10.13. Taking into account the state of the art, the cost of execution, the nature, the extent, the context, and the purposes of the processing of personal data, as well as the variously probable and differently serious risks to the rights and freedoms of individuals, the Contractor will take appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in particular to take all measures necessary to prevent unauthorised or accidental access to, alteration, destruction, or loss of any personal data or any other unauthorised processing, as well as any other abuse. The Contractor will particularly comply with the following conditions to ensure the protection of personal data:

- Process only personal data that corresponds to the specified purpose and is necessary to achieve that purpose;
- Process personal data in accordance with the purpose for which it was collected;
- Process personal data in alignment with the legitimate interests of the data subjects and the interests of ČP, ensuring that no harm is caused to either the data subjects or ČP;
- Immediately inform ČP if the Contractor has reasonable grounds to believe that ČP has violated or is violating a duty under the GDPR or other data protection regulations;
- Adhere to the rules set out in the ICT Security Manual for Balíkovna Partner locations and the Technology Manual for Balíkovna Partner locations;
- Ensure that both the Contractor and its employees are familiar with the contents of the *Personal Data Protection Rules for Balíkovna Partner Operators and Their Employees* presentation, available in the Application;
- Secure areas containing personal data carriers against access by unauthorised persons.

10.14. The Contractor must not combine personal data processed under the Agreement with any other personal data obtained or processed for a different purpose.

10.15. If an administrative or judicial proceeding related to personal data processing under the Agreement is commenced, ČP and the Contractor agree to provide ČP with all necessary cooperation.

10.16. ČP and the Contractor agree to promptly inform each other of any known facts that could adversely affect the proper and timely fulfilment of obligations arising from this section of these BTCs and to provide each other with necessary cooperation for fulfilling this section of these BTCs and for the legitimate and lawful processing of personal data.

10.17. If, for any reason (such as legislative changes, decisions by state authorities, etc.), a change to the agreed rules for fulfilling the subject-matter of the Agreement becomes necessary, ČP and the Contractor agree to promptly inform each other of this fact and initiate discussions on amending the Agreement.

10.18. The Contractor agrees to provide ČP with cooperation in ensuring compliance with obligations related to the protection of personal data, reporting security breaches, assessing the impact on data protection, and, if necessary, consulting with the supervisory authority, always taking into account the nature of the processing and the information available to the Contractor. Security incidents must be reported by the Contractor to ČP without delay, in accordance with the ICT Security Manual for Balíkovna Partner locations.

10.19. The Contractor agrees to provide ČP with all necessary information and cooperation to verify and demonstrate that it is properly fulfilling its obligations under this section of these BTCs and the relevant data protection regulations, and to allow audits, including inspections, carried out by ČP or another auditor appointed by ČP. If necessary for the proper conduct of the audit, the Contractor will contribute to such audits. ČP is entitled to conduct audits at the Contractor's premises or at any other location where personal data is being processed. Audits must be notified to the Contractor by ČP at least three (3) working days in advance. During the audit, ČP will have access to internal regulations and systems related to the processing of personal data under the Agreement. ČP agrees to maintain confidentiality regarding any information obtained from the Contractor for the purpose of verifying that the Contractor is properly fulfilling its obligations under this section of these BTCs.

10.20. No later than fifteen (15) calendar days after the termination of the Agreement, the Contractor will, in accordance with ČP's decision, either delete (destroy) all personal data or return it to ČP and delete any existing copies, unless legal regulations or the Agreement require the retention (archiving) of such personal data, or if its retention is necessary for the protection of the Contractor's rights and legitimate interests.

10.21. In the event that, due to a breach of any obligation by the Contractor under this section of these BTCs, ČP becomes obligated to pay a sum of money as a fine, penalty, compensation, or other payment of a similar nature (hereinafter referred to as "Sanction") based on a decision or request by a public authority, the Contractor agrees to pay the Sanction on behalf of ČP, within five (5) working days of receiving the payment request. If ČP pays the Sanction itself, the Contractor agrees to reimburse ČP for the Sanction within five (5) working days of receiving the payment request.

10.22. ČP, as the data controller, will process the personal data of the Contractor, if the Contractor is a natural person, as well as the personal data provided for creating a user account as per Article 6.1. ČP and the Contractor, as data controllers, also process the personal data of their respective contact persons, always solely for purposes related to the performance of the Agreement and for the duration of the Agreement; or for a longer period, if required under relevant legal regulations. The information obligation towards these natural persons will be fulfilled independently by ČP and the Contractor. The Contractor is obliged to inform the natural persons whose personal data is transferred to ČP for the purposes related to the performance of the Agreement.

11. Inspections

11.1. The Contractor is required to follow the instructions of ČP when performing activities for the Agreed Services and to allow the relevant ČP personnel, who present a valid ČP employee card, or security officers from the specialised Postal Operations Security Unit who present a ČP employee card with the underprinted "GŘ" and have the AF level authority, to enter the Contractor's premises where activities for the Agreed Services are performed in order to carry out operational checks or verify the Contractor's compliance with obligations arising from the Agreement. The Contractor will verify the employee's affiliation and validity of the employee

card by making a telephone enquiry to the delivering post office specified in the Partner Balíkovna Service application. The Contractor is also required, under conditions set by law, to allow inspections by regulatory authorities. The Contractor is required to create the basic conditions for the inspection, particularly by providing cooperation corresponding to the authorisations of the inspection personnel, including granting access to parcels, documents, and other items handed or taken over in connection with providing the Agreed Services to ČP employees, and to the necessary extent appropriate to the nature of its activities and technical equipment, provide material and technical support for the inspection. If the Contractor prevents the inspection from taking place, it will be considered a material breach of the Agreement.

11.2. The inspection by ČP will primarily focus on the fulfilment of the obligations agreed in the Agreement by the Contractor; the condition of the required equipment necessary for the proper performance of activities under the Agreement; adherence to established procedures; and the security of storing parcels, documents, and other items received or taken over in connection with providing the Agreed Services.

11.3. Upon ČP's request, the Contractor is required to respond in writing to any deficiencies or issues identified in the inspection report within 15 days of the request, including information on corrective actions taken by the Contractor.

11.4. In the case of an inspection by the regulatory authorities, the Contractor is required to immediately notify ČP of this fact and provide ČP personnel with reasonable cooperation in relation to the proceedings following the inspection.

11.5. The Contractor is required to immediately implement measures to eliminate any deficiencies identified by ČP.

12. Penalties

12.1. In the case of a breach of the provisions of Articles 2.4 or 2.5 or Articles 4.1 or 4.6 of these BTCs by the Contractor, ČP has the right to impose a contractual penalty of CZK 10,000 (in words: ten thousand Czech crowns) for each proven breach of these obligations. If the Contractor delays in fulfilling its obligations under subclause 1.3 of the Agreement, ČP may require the Contractor to pay a contractual penalty of 0.2% of the outstanding amount for each commenced day of delay.

12.2. The contractual penalty under this Section does not apply if the breach of obligation occurred due to an obstacle that arose independently of the will of the Party in breach, prevented it from fulfilling its obligation, and could not have been avoided or overcome by this Party. Regardless of the previous sentence, the Contractor remains liable in all cases for the actions of the personnel it has used to fulfil its obligations under the Agreement.

12.3. The exercise of the right to a contractual penalty does not affect ČP's right to claim compensation for any damage arising from the breach of obligation to which the contractual penalty applies.

12.4. If ČP defaults on payment of the commission under the Agreement, it will be obliged to pay to the Contractor default interest at a rate set out by the Government's Decree No. 351/2013 Coll., on setting of default interest rates and default charges connected with the assertion of claims, on setting the fees of liquidators, liquidation administrators and court-appointed members of bodies of legal entities, and on regulation of certain matters of the Commercial Bulletin and public registered of legal entities and natural persons, as amended.

13. Contractor's representations

By concluding the Agreement, the Contractor represents that:

13.1. It is entitled to conclude this Agreement and fulfil its obligations arising from the Agreement;

13.2. No consent, exemption, approval, declaration or permission from a regulatory authority is required on the part of the Contractor to conclude the Agreement or to fulfil the obligations of the Contractor arising from it, or they have been obtained;

13.3. The conclusion of this Agreement by the Contractor does not constitute (i) a breach of any obligation under applicable law in any jurisdiction by which the Contractor is bound, and/or (ii) a breach of any obligation under any Agreement to which the Contractor is a party, and/or (iii) a breach of any requirement, decision or preliminary action of an administrative authority or court of law or arbitration award by which the Contractor is bound;

13.4. The Contractor is not in bankruptcy or imminent bankruptcy within the meaning of section 3 of the Insolvency Act No. 182/2006 Coll. Neither (i) an insolvency petition nor (ii) a petition for an enforcement order or a similar petition has been filed against the Contractor in the relevant jurisdiction or in accordance with previously valid Czech legal regulations, and to the best of the Contractor's knowledge, no such impending petition exists;

13.5. No petition has been submitted to nor has any decision been made by, the competent bodies of the Contractor or any court on the liquidation of the Contractor or on any of its transformations within the meaning of the Transformation Act;

13.6. To the best of Contractor's knowledge and information, there are not any pending or imminent judicial, administrative, arbitration or other proceedings or proceedings before any authority of any jurisdiction that could, individually or in combination with other circumstances, adversely affect the Contractor's ability to meet its obligations under the Agreement;

13.7. The Contractor maintains in force, in all material respects, licenses, consents, permits and other authorisations required by law applicable to the fulfilment of the Contractor's obligations arising from the Agreement, and there is no risk that such licences, consents, permits and authorisations will be terminated; the Contractor's obligations arising from the Agreement are not in violation of any third-party right to patent, trademark or other protection of intellectual property, business or competition;

13.8. The Contractor is not aware, with all due professional care, of any obstacles concerning the fulfilment of the Contractor's obligations arising from the Agreement, which would make it impossible or difficult to fulfil the Contractor's obligations arising from the Agreement in the manner agreed under the Agreement;

13.9. The Contractor is the holder of all necessary authorisations and consents for the handling of personal data in accordance with the relevant legal regulations of the Czech Republic for the protection of personal data that is necessary for the fulfilment of the Contractor's obligations arising from the Agreement;

13.10. The Agreement represents a valid and legally binding obligation of the Contractor, which is enforceable against the Contractor in accordance with the terms of the Agreement; and

13.11. The Contractor is not aware of any fact, circumstance or event that would or could result in the absolute or relative invalidity of this Agreement.

14. Trade secrets and confidential information

14.1. The Parties agree to maintain the confidentiality of trade secrets of the other Party as well as of the facts and information designated in writing as confidential (hereinafter referred to as "Protected Information"). The Parties consider as trade secrets all competitively significant, identifiable, measurable and in the relevant business circles normally inaccessible facts connected with the Parties, whose owner – in his own interest – ensures their confidentiality in an adequate manner. For the purposes of the Agreement, trade secrets include but are not limited to, information regarding the amount of commission, payment terms, and ČP's technology. Any publicly unavailable information concerning the services provided or to be provided, including details of each completed transaction, is also considered confidential.

14.2. The Parties are obliged to keep Protected Information confidential, not to use it for their own benefit contrary to the purpose for which it was provided, not to disclose or make it accessible to other entities, and to take necessary measures to protect it and prevent any leakage. This includes ensuring that Protected Information is used solely for activities related to the preparation and performance of the Agreement or in accordance with the purpose set out in this Agreement.

14.3. The Parties are obliged to limit the number of persons handling Protected Information and ensure that these persons also maintain confidentiality regarding Protected Information. The Contractor is obliged to contractually bind any persons it entrusts with providing the Agreed Services, as well as any persons it assigns partial tasks in connection with the performance of the Agreement, to keep Protected Information confidential to at least the same extent as the Contractor itself is obliged under the Agreement.

14.4. Except in cases provided for by law, the Parties are obliged to keep Protected Information confidential, not to disclose it, and not to make it accessible to third parties without the prior written consent of the other Party.

14.5. Without prejudice to Articles 14.6 and 14.7, provision of the above-mentioned information to a court, state prosecutor, competent administrative authority or to another regulatory authority pursuant to and in accordance with law, and its publication under a duty prescribed by law or provision to the founder of ČP does not constitute a breach of the duty of confidentiality. Neither does disclosure of the said information to a Party's representative or a person authorised by the Contractor to provide the Agreed Services constitute a breach of the duty of confidentiality in cases where the provision of the Protected Information is necessary for the person's activities.

14.6. In the event of an official decision or a request from a third party submitted to the Contractor, requiring the Contractor to provide Protected Information to such third party, the Contractor is obliged, unless such procedure would be contrary to the law, to immediately refer the matter to ČP for direct handling and to further proceed in accordance with ČP's instructions.

14.7. If the Contractor is requested by any third party to disclose or make public any information that is subject to trade, postal, or other legally protected secrecy, the Contractor shall, without undue delay, notify ČP of this fact, forward the request to ČP for handling, and, until ČP provides its response, refuse to disclose such information to the third party, unless that party is legally entitled to obtain the information directly from the Contractor.

14.8. The duty of confidentiality exists until information of the above-mentioned nature becomes generally known, provided that it is not due to a breach of the duty of confidentiality. The duty of confidentiality is not affected by the form of communication of such information (written or oral) and its format (materialised or dematerialised).

14.9. The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by this Agreement.

15. Compliance obligations

15.1. The Parties agree to comply with the legal regulations and behave in such a way that their conduct could not raise a reasonable suspicion of having committed or of committing a crime, not even one that might be attributable to either Party by the Act No. 418/2011 Coll., on corporate criminal liability and related proceedings, as amended.

15.2. The Parties undertake to take every measure so that neither they nor any of their employees or representatives commit any form of corrupt conduct, especially conduct that could be perceived as receiving or giving bribes or indirect bribery or another crime connected with corruption according to the Act No. 40/2009 Coll., the Criminal Code, as amended.

15.3. The Parties undertake not to give, offer or promise a bribe to or for another person in connection with the procurement of things in the public interest or in connection with business activities of their own or another

person. The Parties also agree not to accept a bribe or a promise of a bribe for themselves or for another person in connection with the procurement of things in the public interest or in connection with business activities of their own or another person. In this context, a bribe means an undue advantage consisting of an immediate financial enrichment or another benefit that is received or is to be received by the bribed person or, with this person's consent, by another person without any entitlement.

15.4. The Parties will not tolerate any form of corruption or bribery even in their business partners.

15.5. ČP expects the Contractor to read and observe the "Code of Conduct for Czech Post's Contractors" valid as of the effective date of the Agreement, which is available on ČP's website at Personal Data Protection – GDPR – Česká pošta, s.p.

15.6. The Contractor is obliged to behave ethically and, in the context of its activity for ČP, adhere to the principles of moral and professional behaviour enshrined in Czech Post's Code of Ethics (hereinafter referred to as "the Code of Ethics"). The Contractor is obliged to familiarise itself with the Code of Ethics, the current version of which is available in the Application.

15.7. In relation to the Code of Ethics, the Contractor is obliged during the fulfilment of obligations arising out of or in connection with the Agreement to adhere to the Rules for Accepting and Providing Gifts and Entertainment (hereinafter referred to as "the Rules"), the current version of which is available in the Application.

15.8. ČP will immediately inform the Contractor about any change of the Code of Ethics and/or the Rules. Unless stated otherwise by ČP, the Contractor is required to follow the new wording of the Code of Ethics from the day after the changes are notified by ČP.

16. Common and closing provisions

16.1. The Parties agree that any claims for damages and for payment of contractual penalties survive the termination of the Agreement.

16.2. If the Contractor does not terminate the Agreement at the latest 1 working day before the effective date of the new wording of these BTCs, it will be deemed to have accepted the changes of the BTCs as of the effective date set by ČP. Unless it is stipulated otherwise by ČP in these BTCs, the changes of the BTCs apply to both the new and the previously agreed obligations.

16.3. If the Contractor refuses by a notice in writing to accept the proposed changes of these BTCs, the Agreement will also be terminated by this notice of refusal of the proposed changes. The period of notice will start running on the day of delivery of the notice to the other Party and will end as of the effective date of the changes of these BTCs. The notice must be delivered to the other Party before the effective date of the changes.

16.4. The notices of termination or of refusal of the proposed changes of these BTCs must be made by the Contractor in writing and must be delivered to ČP via data mailbox, in person, by post, by courier or in another agreed way enabling transportation or transmission and documented delivery. ČP and the Contractor may also agree that notices of termination or of refusal of changes will be delivered by fax or email.

16.5. Contrary to the above-mentioned, ČP and the Contractor agree that ČP is entitled to make a unilateral alteration of these BTCs with immediate effect if such alteration is for the exclusive benefit of the Contractor.

16.6. ČP is entitled to withdraw from the Agreement if the Contractor loses the authorisation to provide activities under the Agreement, if criminal proceedings are initiated against the Contractor or at any time during such proceedings, in particular if the Contractor is finally convicted of a criminal offence related to corrupt conduct. If criminal prosecution is initiated against the Contractor, the Contractor agrees to inform ČP about it in writing without unnecessary delay.

16.7. ČP is entitled to withdraw from this Agreement in case of a material breach or gross violation of the rules set out in the Code of Ethics, which occurred due to an act or conduct of the Contractor, its employees or persons in a similar position, and persons acting on behalf of the other Contractor.

16.8. ČP reserves the right to withdraw from the Agreement if the Contractor or a third party authorised by the Contractor to provide the Agreed Services fails to comply with the agreed conditions for performing activities under the Agreement despite being notified. ČP will notify the Contractor in writing via data mailbox, by post or in another agreed way enabling documented delivery. The Contractor will be obliged to remedy the identified deficiencies within a period of 15 days. If this period expires in vain, ČP has the right to withdraw from the Agreement.

16.9. ČP may also withdraw from the Agreement as a result of:

a) a material breach of the Agreement, or

b) the initiation of insolvency proceedings against the Contractor or at any time during such proceedings.

In case of withdrawal under paragraph (a) and/or (b) above, the Contractor will not be granted an additional 15-day period and ČP will be entitled to withdraw from the Agreement with immediate effect.

16.10. Any withdrawal from the Agreement takes effect and the Agreement becomes terminated on the day of delivery of the notice of withdrawal served in writing to the other Party. Performances properly exchanged between the Parties before the withdrawal will not be returned.

16.11. The Contractor agrees to compensate ČP for any damage caused to ČP by the Contractor's breach of obligations under the Agreement, or by the Contractor's actions on behalf of ČP that are in violation of the Postal Services Act or other legal regulations. The Contractor is equally liable for damages caused by persons authorised by the Contractor to provide the agreed services, as if the Contractor had caused the damage itself.

16.12. Matters not governed by this Agreement are subject to the provisions of the Civil Code.

16.13. If any provision of the Agreement is entirely or partially invalid or if any matter is not regulated by the Agreement, this does not affect the remaining provisions of the Agreement.

16.14. The rights and duties arising from the Agreement for each Party will pass onto their legal successors.

16.15. The Contractor and ČP are obliged to timely inform the other Party to the Agreement in writing about any changes concerning the bank account, name, identification, registered office or organisational changes in respect of payment from account as well as about other facts that may affect the performance of the Agreement.

16.16. If the Agreement does not specify that, in certain cases, the content of the Agreement may be changed by only one of the Parties under certain conditions, the content of the Agreement may only be amended, supplemented, or expanded by consecutively numbered written amendments to the Agreement, signed by both Parties.

16.17. ČP hereby informs the Contractor that the Contractor's identification data and information about matters related to the Contractor's solvency, payment morale, and creditworthiness may be kept in information databases on consumer solvency and creditworthiness in the meaning of section 20z *et seq.* of the Act No. 634/1992 Coll., on consumer protection, as amended ("the Consumer Protection Act"). Detailed information about the transfer of personal data and the relevant registers is available on the website Personal Data Protection – GDPR – Česká pošta, s.p.

16.18. As part of ČP's terminology harmonisation, conceptual discrepancies may appear in Agreements made before the effective date of these BTCs. For the avoidance of doubt, the terminology will therefore be assessed and interpreted in accordance with its meaning and the following terms will have the identical meaning: Consignment/Parcel and Partner Balíkovna/Non-Post Office Balíkovna.