

# KEY ACCOUNT AGREEMENT TERMS AND CONDITIONS VI

(the “Conditions”)

T-Mobile Czech Republic a.s., a company with its registered office at Tomičkova 2144/1, 148 00 Prague 4, Company ID No. 649 49 681, registered under Section B, Insert 3787 of the Commercial Register maintained by the Prague Municipal Court

1. These Conditions regulate the rights and obligations according to which the Key Account Agreement Applicant (the “Customer”), based on the Key Account Agreement (“KAA”), will enjoy the commercial benefits and fulfil the obligations that the Customer and T-Mobile Czech Republic a.s. (the “Operator”) have agreed in the KAA.
2. The Conditions are published on the Operator’s website [www.t-mobile.cz](http://www.t-mobile.cz). The Conditions or part thereof may be further communicated using other means, such as printed advertisements, posters, etc. The Conditions published in this way shall not constitute a proposal to enter into an agreement if the KAA itself has not been concluded. In case of a discrepancy between the Conditions published on the internet and the Conditions published in some other way, the version published on the above-specified website shall always prevail.
3. The provisions of the latest version of the General Terms and Conditions of T-Mobile Czech Republic a.s. (the “GBTC”), the Terms and Conditions for Processing Personal, Identification, Operational and Localisation Data of Subscribers, the Pricelist of Services and the valid laws of the Czech Republic shall apply to issues not addressed in the Subscriber Contract, the KAA or these Conditions. The GBTC and the Pricelist of Services are published on the website t-mobile.cz.
4. In the KAA, the Operator and the Customer have agreed on the rights and obligations associated in particular with arranging special commercial benefits provided by the Operator to the Customer on the one hand and the related obligations of the Customer and the Operator on the other, especially on the minimum scope of utilised services and the related benefits, as well as on other rights and obligations. The Operators shall provide commercial benefits (discounts and other benefits, the “Benefits”) to the Customer under the KAA in connection with the provision of Services and in connection with the sale of products. For the purposes of these Conditions, the Subscriber Contract is not intended to refer to an agreement on utilisation of prepaid Services.
5. **Customers who have entered into a KAA are obliged to ensure that they have also entered into at least two valid and effective Subscriber Contracts subject to the rules of the KAA, with failure to fulfil this obligation in no way relieving them of the obligation to pay the minimum monthly amount committed to in the KAA.** The minimum monthly amount is understood as the amount, excluding VAT, that the Customer shall pay to the Operator after taking into account and crediting all discounts, etc. The Operator and the Customer may arrange that a condition for the validity and existence of the KAA is a different number of Subscriber Contracts. The Customer acknowledges and consents to the fact that the KAA is intended only for commercial entities. Any breach of this obligation may be regarded as breach of the Customer’s contractual obligations and shall lead to the possibility of the Operator giving notice of termination of the KAA. The number of Subscriber contracts concluded (number of SIM cards) under the KAA must correspond to the size of the Customer; size shall for example be understood to mean number of employees or annual turnover etc. The Customer acknowledges and consents to the fact that the Operator is entitled to refuse conclusion of further Subscriber contracts (activation of further SIM cards) if it learns of any doubts from publicly available information with regards to the size of the Customer and thus also doubt as to the realistic usability of such a number of SIM cards by the Customer, or the danger of use of the KAA for non-business purposes or non-payment etc. **If, in compliance with the GBTC, the last Subscriber Contract subject to rules of the KAA is terminated, the KAA does not automatically become invalid and ineffective and the Customer is obliged to enter into a new Subscriber Agreement with the Operator in the number agreed by the contractual parties.** If the Customer fails to conclude such Subscriber Contracts by the end of the agreed term of the KAA, the Operator shall terminate the KAA automatically at the moment the agreed term expires.
6. **Each Subscriber Contract that is or will be concluded with the same customer number as the KAA before or after the effective date of the KAA shall be subordinate to the KAA.** Should a new Subscriber Contract be entered into, such Subscriber Contract shall become subordinate on the date of activation of the SIM card, access card or service provided without an SIM card or special device associated with such Subscriber Contract (hereinafter jointly referred to only as a “SIM card”).
7. Should a new KAA be concluded without entering into a new Subscriber Contract and, at the same time, the Customer had not entered into any Subscriber Contract with the Operator even prior to signing the KAA, the Customer is obliged to conclude the first Subscriber Contract within four months of the date of effective the KAA; otherwise, the Customer shall be deemed to have withdrawn from the KAA. **In such a case, the Operator shall be entitled to bill the Customer a contractual penalty in the amount of CZK 5,000 as compensation for preparation of the KAA and set-up of related processes to suit the requirements of the Customer. In order to rule out any doubts, the Operator and the Customer regard the level of the penalty is appropriate.**
8. The Benefits provided by the Operator are offset particularly against the Customer’s agreed commitment and the contractual parties’ mutual agreement. The Operator shall provide the Benefits to the Customer for the first time no later than with 30 days of conclusion of the



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Subscriber Contract subordinate to the rules of the KAA or after the automatic transfer of Subscriber Agreements concluded prior to the conclusion of the KAA to the remit of the KAA. If the Operator does not provide the Benefits by the stipulated deadline, it shall automatically hold that it has withdrawn from the KAA (the same applies in case of a change to the KAA). The Customer is obliged to change/check the settings of its services in such a way that it is able to realistically use the Benefits arranged in the KAA.

9. A description of the various Benefits, their amount and, as the case may be, the order in which the various Benefits are to be used are part of Annex No. 1 to the KAA, which forms an integral part of the KAA. Benefits not utilised in the billing period expire and may not be paid out or utilised in any other way than by the provision of services. The Benefits are defined in the Annex to the KAA always with respect to a specific tariff; the Customer forfeits all of the Benefits pertaining to a specific tariff as of the day that the tariff is changed. All Benefits enjoyed by the Customer are part of Annex No. 1 to the KAA; any of the Operator's other special offers, present or future, are not available to any of the Customer's Subscriber's Contracts under the KAA. In the same way, Benefits and other conditions stemming from previously concluded contracts, with the exception of the Company Solutions Contract, expire on the day of conclusion of the KAA.
10. **The Customer is obliged to use the services provided by the Operator (the “Services”) in such a way that in the Monitored Period, which is always three months (the “Monitored Period”), the total amount billed by the Operator in the service Billing for each billing period does not drop below three times the agreed minimum monthly amount (the “MMA”). This shall also apply even in the event that that the provision of the Services on any or all SIM cards is restricted or suspended.** The first Monitored Period begins to run at the beginning of the first whole billing period following the conclusion of the KAA. The following items shall not be included in the total amount billed in the Monitored Period: VAT, contractual penalties, overpayments, price of products provided to third parties in connection with using the T-Mobile network, and other items listed in the MMC Terms and Conditions published on [www.t-mobile.cz](http://www.t-mobile.cz). Corrections in the service Billing made in complaints
13. The Customer shall observe any and all obligations under the KAA and the Subscriber Contracts, especially to pay the fee for the Services duly and on time, ensure the existence of a certain number of Subscriber Contracts under the KAA and observe the agreed MMA.
14. If the Customer grants the Operator consent in the KAA to disclose data about the company for reference purposes, he expressly agrees to the publication of the data in the Operator's reference materials and in the Operator's other

procedure shall, for the purposes of fulfilment of the Customer's commitment, be taken into account in the Monitored Period in which the correction occurred. **If the Customer breaches his obligation to use the Services in a way that in the Monitored Period, the total amount billed by the Operator in the service Billing for each billing period does not drop below three times the MMA that the Customer committed to, he is obliged to pay the Operator a contractual penalty in the amount of the difference between three times the MMA and the total amount billed in the Monitored Period less the ineligible items defined in the MMA Terms and Conditions. The Customer is obliged to pay such contractual penalty for each Monitored Period in which the Customer breached his obligation.**

11. The KAA shall always be concluded for a definite period of time. The KAA becomes effective on the day that the Operator provides the first Benefits under Article 4. If the Customer does not notify the Operator in writing no later than one month prior to the expiration of the agreed term of the KAA that he insists on its termination, the KAA shall be renewed automatically for an indefinite period of time. When prolonging the KAA for an indefinite period, the Customer loses entitlement to receive new one-off discounts, which he may receive when concluding a KAA (Hardware Budget, etc.). **The Operator is entitled to unilaterally exchange the provided Benefits for comparable Benefits being offered at the time.** The Operator is obliged to inform the Customer about the new Benefits.
12. The Customer shall be entitled to withdraw from the KAA if the Operator does not provide him with the agreed Benefits. The Operator shall be entitled to withdraw from the KAA if the Customer does not settle any payable to the Operator even after the Operator provided him with an additional payment deadline. The notice becomes effective on the day of its delivery.



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communications. At the same time, the Customer agrees to allow his representative to be contacted for the purpose of obtaining information about his experience as a customer and agrees to the information obtained in this way being used in the Operator’s other communication tools (case studies, interviews for the Operator’s customer or company magazines, etc.). Data and information published in the reference materials and on the reference sheet is understood to mean, in particular, the company’s name or trademark or the name used by the Customer for business purposes, logo, Company ID No., line of business, place of business, location of commercial premises or other publicly available data about the company and type of services used, with all such information being used in these materials free of charge.

15. The Operator is entitled to amend these Conditions at any time. The Operator and the Customer have agreed that the Customer will be informed about all changes to the Conditions via the website [www.t-mobile.cz](http://www.t-mobile.cz), unless legal regulations stipulate other means of communication as well. Changes to the Conditions shall become effective as of the data specified on the above website or other documentation.
16. These KAA Conditions VI become effective on 1 May 2016.

