



Communication Principles in Contract Negotiations

These principles will be applied to any contracts entered into by T-Mobile Czech Republic a.s. (supplier contracts, frame contracts, important customer contracts, etc.), except for contracts for the provision of electronic communications services entered into with end customers, in which case the General Terms and Conditions of T-Mobile Czech Republic a.s., as amended, will apply.

- (i) When purchasing goods, services or similar performances, T-Mobile Czech Republic a.s. ("TMCZ") usually enters into negotiations with several business partners.
- (ii) During the negotiations, TMCZ regularly evaluates in particular the conditions of the performance and the qualifications of the business partner, as well as the conditions on the market and TMCZ's technical and business needs and possibilities. TMCZ therefore reserves the right to modify its requirements and conditions until a contract is effectively concluded (see paragraphs (v) and (vi) below) or terminate the negotiations without entering into any contract. Upon request, TMCZ may disclose the general reasons why no contract was concluded.
- (iii) TMCZ will only conclude a contract after all its terms and arrangements have been negotiated and when all the legal and factual circumstances are known. The possibility of one of the parties to the negotiations accepting an offer for the conclusion of a contract with any deviation or amendment is in particular excluded, as this would be deemed a new offer for the conclusion of a contract. Equally excluded is the possibility of entering into a contract upon implied acceptance of a draft contract. Negotiations conducted by TMCZ before the conclusion of a contract cannot be considered as an agreement on future contract.
- (iv) A proposal of the business partner will be deemed the final proposal for the conclusion of a contract arising from the preceding negotiations only if submitted in writing and signed by a person authorised to act on behalf of the business partner or containing a guaranteed electronic signature of such authorised person. Together with the proposal for the conclusion of a contract, the other party must also be notified of the time limit for accepting the proposal; failing which, the time limit will be deemed to be thirty (30) days.
- (v) Conclusion of any contract must be preceded by an approval within TMCZ's internal approval process, which is a condition for the conclusion of a contract. A proof that an approval has been granted within the internal approval process is the signature of a person authorized to act on behalf of TMCZ appended to a copy of the contract or the issuance of a purchase order by the respective TMCZ system. No contract is concluded nor any order issued unless the process described above has been properly completed.
- (vi) The only persons authorized to sign contracts and their modifications on behalf of TMCZ are the company's representatives or persons who were granted a written authorization or a written power of attorney to this effect.
- (vii) The rules set out above apply also to modifications of contracts.
- (viii) TMCZ honors the principle that each party to the negotiations bears the costs associated with this activity itself. In connection with this TMCZ points out that any requests for reimbursement of the costs incurred by the other party will only be accepted if TMCZ had demonstrably been advised of such costs in writing before they were expended and if it had approved that such costs may be expended. TMCZ will consider any other costs as unforeseeable and such costs will therefore not be reimbursed.
- (ix) TMCZ believes that each of the parties to the negotiations bears the risk that no contract will eventually be concluded itself. In connection with this TMCZ points out that any compensation of damage caused by the failure to conclude a contract will only be provided to the other party if TMCZ had been advised of the imminent damage before it could occur and if it had agreed with the respective party on the maximum extent of damage that TMCZ was willing to compensate.