

# CONTRACT ON ELECTRONIC DATA INTERCHANGE IN COMMERCIAL COOPERATION

(hereinafter the "Contract")

Entered into on the day, month and year set forth below between the following parties:

**Company:** **Globus ČR, v.o.s.**  
Registered office: Kostelecká 822/75, 19600 Praha 9, Čakovice  
Company ID No.: 63473291  
Tax ID No.: CZ63473291  
Registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 16077

Represented by: Mr. Václav Kulháněk

and

**Company:**  
Registered office:  
Company ID No.:  
Tax ID No.:  
Registered in the Commercial Register maintained by the

Represented by:

(the above-mentioned entities are hereinafter referred to as the "Parties")

## Article 1

### Subject-matter of the Contract

1. The Parties have decided to carry on mutual commercial cooperation by means of electronic data interchange (hereinafter EDI).
2. This Contract sets forth the terms for EDI and applies in this respect to any form of commercial cooperation between the Parties.
3. The scope of the electronic data interchange that shall be governed by this Contract is defined in acceptance protocols.
4. Appendices defining the introduction of EDI messages and the acceptance protocols are integral parts of this Contract.

## Article 2

### Definitions

1. "Electronic data interchange", "EDI" or "electronic communication" means, for the purpose of this Contract, electronic transmission of information from one Party's computer to the computer of the other Party, which uses the agreed information structure. References made herein to transmission of information, data, data message, their dispatch or receipt means individual parties steps taken within the scope of the electronic data interchange.
2. "Originator" of a data message means, for the purpose of this Contract, the Party that generates such message and sends it to the agreed address of the other Party.
3. "Addressee" of a data message means, for the purpose of this Contract, the Party that is to receive the message.

4. "Communication Service Provider" means, for the purposes of this Contract, an individual or a legal entity (or more of them), who is not a part of either Party and who operates between the Originator and the Addressee and provides services relating to the data message transferred by electronic communication. The terms of cooperation of the Parties with the Communication Service Provider(s) are regulated by special contracts, which are not parts of and are not referred to in this Contract.

#### Article 3

##### **Nature of acts taken by means of EDI**

1. The Parties hereby represent that the electronic data interchange carried on hereunder has the nature of a written legal act and is equal to the form of written contacts commonly used in all other instances. At the same time, the Parties expressly acknowledge that such transmission of messages may give rise to obligations that are legally valid and allow seeking the fulfilment of duties.
2. The Parties undertake not to challenge in any way and not to declare as void any acts taken hereunder only because such act has been taken in the form of the electronic data interchange.
3. The Parties hereby represent that all electronic messages and recordings made in accordance with this Contract are admissible as evidence and also undertake not to contest and not to challenge the admissibility of acts undertaken in the form of the electronic data interchange.

#### Article 4

##### **Communication and operation**

The Parties undertake to interchange electronically their respective data subject to the following conditions:

##### **1. Standardization**

The Parties undertake to comply with and to use the UN/EDIFACT standards and their subset EANCOM version D01B and higher according to the United Nations Directory for Data Interchange for Commerce (UN/TDI), which standards are specified in CSN No. 977117. The data elements of EDIFACT must be complied with also in case of communication via XML (XML2EDI, B2B). The Parties undertake to use designations of products and identification of business partners with the use of the standards GS1 Czech Republic in accordance with the recommendations of GS1 Global.

##### **2. System operations**

The Parties undertake to maintain effectively and reliably and to test regularly their technical equipment, software and service required for successful transmission of information.

##### **3. System changes**

The Parties may make system changes that may affect the electronic data interchange under this Contract only upon prior notification of any such system change to the other Party, which shall be delivered to the other Party not later than 14 days before making such system change. A system change may not threaten or restrict the electronic data interchange under this Contract.

##### **4. Protective procedures and services**

The Parties are obliged to introduce and to maintain protective procedures and services to protect messages and their recordings from any disturbing influence.

##### **5. Keeping the messages in archives**

The Parties undertake to keep all electronic message dispatched and received in the process of electronic data interchange in their archives at least for 5 years after dispatch or receipt of such messages

Upon request of the other Party, each Party is obliged to allow the comparison of the informative contents of such messages and to provide the required assistance in this respect. In case of a dispute between the Parties, which shall be referred by at least one Party to the court and where an electronic may be used as evidence in such dispute, such message must be kept by both Parties up to the final and effective date of the judgment in such matter, notwithstanding the time limit set forth in the first sentence of this paragraph.

## **6. Requirements regarding the data contents**

The Parties are obliged to take all appropriate steps to ensure that the contents of the dispatched, received and maintained data complies with applicable laws of the Czech Republic.

### Article 5

#### **Specific technical conditions for EDI**

In the case that the Parties specify in writing the individual specific technical conditions (the communication methods, connection type, a third party involvement, etc.), under which the electronic data interchange between the Parties shall be carried on, such technical specification shall become an appendix to this Contract. Such defined appendices are numbered by an ascending number series beginning with 1 and shall be signed by authorized representatives of both Parties.

### Article 6

#### **Processing of messages**

##### **1. Moment of dispatch**

Any message transmitted in accordance with this Agreement shall be deemed sent when the Communication Service Provider generates a notification of its dispatch and saves it in the communication space that is accessible to the Originator (such as an electronic mailbox).

##### **2. Moment of receipt**

Any message transmitted in accordance with this Agreement shall be deemed received when collected by the Addressee from his communication space and, if permitted by the technical conditions, when the Addressee generates the message of receipt of the electronic message and delivers it to his Communication Service Provider or saves it in the communication space accessible to the Originator such as an electronic mailbox). In cases where the B2B portal GROW of Globus ČR, v.o.s. is used for the communication, such portal shall be deemed the communication space.

##### **3. Technical errors**

A Party that receives a message with technical errors shall notify the other Party thereof without undue delay in an appropriate form.

### Article 7

#### **Contact persons**

The Parties have agreed that the contact persons for technical matters related to the implementation of this Contract shall be the following persons:

**In: Globus ČR, v.o.s.**

Delivery address:

Telephone:

Fax:

E-mail:

**Václav Kulhánek**

Kostelecká 822/75, 196 00 Praha 9, Čakovice

+420283066405

+420283066370

v.kulhanek@globus.cz

**Person authorized to sign the acceptance protocol:**

Name:

**Václav Kulhánek**

Telephone:

+420283066405

Fax:

+420283066370

E-mail:

v.kulhanek@globus.cz

**In:**

Delivery address:

Telephone:

Fax:

E-mail:

**Person authorized to sign the acceptance protocol:**

Name:

Telephone:

Fax:

E-mail:

Article 8

**Confidentiality**

1. The Parties undertake to implement all available measures and to use their best efforts to maintain business secret. This obligation also includes the obligation of the Parties to ensure that confidential information may not be disclosed to third parties through their respective employees.
2. The Parties shall ensure that the confidentiality of transmitted data becomes a part of all their contractual arrangements with third parties executed in connection with the electronic data interchange (e.g. Communication Service Providers).
3. Each of the Parties undertakes to keep confidential all information, circumstances and data learned in connection with the fulfilment of the subject-matter of this Contract. Notwithstanding the above provisions, the following information shall not be deemed confidential:
  - any information that has become in the public domain without wilful fault or omission of the receiving Party,
  - any information that had been legally available to the receiving Party before the execution of this Contract, provided that such information had not been the subject of another confidentiality agreement executed previously between the Parties or that the information as such does not have the nature of business secret,
  - any information that is the result of a procedure developed independently by the receiving Party, which is able to document this by its records or by confidential information of a third party,
  - any information that shall be provided to receiving party by a third party that has obtained such information directly or indirectly from the party that owns it and/or has acquired it illegally, while the receiving party did not and could not know about the illegal way of obtaining such information.
4. The obligation under the previous paragraph shall survive the expiry of this Contract during the entire period when its breach can cause damage.
5. The Parties have agreed that Globus ČR, v.o.s. is entitled to provide to the special-interest association of legal entities GS1 Czech Republic information about the types of EDI messages sent hereunder (whether it is an ORDER or DESADV message, etc.) and about the method by which the EDI messages are transmitted hereunder (whether it is EDIFACT, XML or other type of transmission), i.e. not about the specific contents of EDI messages.

Article 9

**Validity, effectiveness and duration of the Contract**

1. This Contract is shall come into force and effect as of the date of its signing by both Parties, provided that the condition set forth in paragraph 3 of this Article has been met.
2. This Contract is entered into for an unlimited period of time.
3. The necessary condition of the validity and effectiveness of this Agreement is the validity and effectiveness of the Goods Supply Agreement executed between the Parties.
4. This Agreement fully supersedes the prior contract on electronic data interchange in commercial cooperation concluded between the Parties.

Article 10

**Termination of the Contract by notice**

1. Each Party may terminate this Contract at any time by a written notice addressed to the other Party with the notice period of 1 month, which shall begin to run from the moment of delivery of the notice to the other Party. In case of any doubt about the other Party's address, such address is deemed to be the address stated in the heading of this Contract. This Contract may not be terminated through EDI.
2. The termination of this Contract shall not affect the electronic data interchange effectuated duly before the termination of this Contract by notice. Even after the termination of this Contract, both Parties shall be obliged to keep all data in the manner specified in this Contract and to comply with the arrangements set forth herein the nature of which indicates that they have to be complied with after the termination of this Contract (such as confidentiality).

Article 11

**Rescission of the Contract**

1. Each Party may rescind this Contract by a written notice addressed to the other Party. Such rescission shall become effective upon the service of such notice to the other Party. The reason for the rescission is a material breach of this Contract by the other Party or a repeated breach thereof if the other Party has already been notified of such breach and asked to duly fulfil the Contract and to remove any defective situation and has failed to do so even with a reasonable time limit provided to it additionally. This Contract may not be rescinded through EDI.
2. The rescission of this Contract shall not affect the electronic data interchange effectuated duly before the termination of this Contract by rescission.

Article 12

**Force majeure**

1. In case of force majeure, each Party shall be released from its obligations arising under this Contract. Any total or partial failure of either Party to fulfil or delayed fulfilment of any of the obligations imposed hereby shall be tolerated and such Party shall not be liable for damage or otherwise penalited if such default is a direct or indirect results of any of the causes listed below.
2. Force majeure includes, without limitation, the elements, arbitrary conduct of third parties, an uprising, riots, strikes, shutdowns, labour boycott, occupation of property that is important for the fulfilment of duties arising from this Contract, wars (declared and undeclared), a change of the political situation which excludes or excessively hinders the exercise of rights and performance of duties arising from this Contract or any other similar cause.

Article 13

**Dispute resolution**

1. This provision shall apply principally to the resolution of all disputes arising from the execution, interpretation, implementation and termination of this Contract and all immediately related parties (hereinafter the "Disputes").
2. The Parties undertake to endeavour to resolve amicably all Disputes.
3. If it is impossible to resolve any Dispute amicably, either Party hereto may file with the court having local jurisdiction a motion (petition) for resolution of the Dispute (issue of a decision) in accordance with generally binding laws.

Article 14

**Written form; amendments; other covenants**

1. This Contract is executed in writing and may only be amended in writing based on full mutual consensus of both Parties hereto.
2. This Contract shall supersede all prior written or verbal arrangements between the Parties relating to the electronic data interchange.

Article 15

**Severability**

If any provision of this Contract is or becomes invalid or ineffective, all other provisions of this Contract shall stay in full force and effect. Instead of such invalid or ineffective provision, the provisions of generally binding laws regulating the mutual relation of the Parties shall apply. The Parties undertake to regulate thereafter their relationship by the adoption of another provision whose result best corresponds to the intent of the invalid or ineffective provision.

Article 16

**Final provisions**

1. This Contract is written in two counterparts in the English language version, one for each of the Parties.
2. This Contract shall be also binding for any legal successors of both Parties.
3. This Contract is governed by the law of the Czech Republic.
4. The Parties have sufficiently defined herein the object of their respective obligations.
5. Both Parties represent that the contents of this Contract correspond to their true, free and solemn will and that they did not execute this Contract in duress or under conspicuously unfavourable conditions, IN WITNESS WHEREOF they attach their respective signatures below.

In Prague on

In .....on .....

On behalf of Globus ČR, v.o.s.

On behalf of

*(Stamp and signature)*

*(Stamp and signature)*