

**PURCHASE CONTRACT FOR LOTTERY DRAWING MACHINES AND  
PROVISION OF RELATED SERVICES**

*concluded pursuant to the provisions of § 269 (2) and § 409 et seq. of Act No. 513/1991 Coll.,  
Commercial Code, as amended*

**CUSTOMER:**

**TIPOS, národná lotériová spoločnosť, a. s.**

Domicile: Brečtanová 1, 830 07 Bratislava

Company ID: 31 340 822

TIN: 2020341455 VAT ID: SK2020341455

Billing information: Tatra banka, a.s.

IBAN: SK17 1100 0000 0026 2102 0708

The company is registered in the Commercial Register of the District Court in Bratislava I, section Sro, file No. 499/B

person acting on behalf of the company: JUDr. Ing. Peter Ded'o, Chairman  
Ing. Adriana Bujdáková, Vice-Chairman

e-mail: [REDACTED]  
(hereinafter as „*Customer*“)

and

**SUPPLIER:**

**AKANIS TECHNOLOGIES**

Domicile: ZAC du Levant - Bâtiment A2, 333 rue Marguerite Perey, 77127 Lieusaint, France

TIN: 800 043 952

Billing information: BNP PARIBAS

IBAN: FR 76 3000 4031 2000 0112 9241 416

The company is registered in the CRETEIL Register, No.: 800 043 952

person acting on behalf of the company: Emmanuel Larroumet, CEO

e-mail: [REDACTED]  
(hereinafter as „*Supplier*“)

(The Customer and the Supplier together hereinafter also referred to as "*the Parties*" or individually as "*the Party*")

Because

- A. The Customer is interested in procuring the lottery drawing machine together with the relevant PC for the management of the draw, as well as the procurement of related services in the form of installation and the provision of training. Therefore, in accordance with the internal rules governing the procurement of goods, services and works, the Customer shall execute a contract for the supply of the lottery drawing equipment and the provision of related services in accordance with the terms and conditions set out in this Purchase Contract for Lottery Drawing Machines and Provision of Related Services;
- B. The Supplier who has the necessary professional capacity and experience to supply the lottery drawing machines and related services under the terms and conditions set out in this Purchase Contract for Lottery Drawing Machines and Provision of Related Services has submitted its tender for the subject matter of the Contract. By concluding this Purchase Contract for Lottery Drawing Machines and Provision of Related Services, the Parties express their willingness to agree on the terms and conditions and the manner of implementation of the subject-matter of

the Contract;

- C. The Parties intend to define their rights and obligations in the performance of the subject-matter of this Purchase Contract for Lottery Drawing Machines and Provision of Related Services in such a way as to be balanced and appropriate to the position of both Parties;

In view of the foregoing, the Parties enter this Purchase Contract for Lottery Drawing Machines and Provision of Related Services (hereinafter also referred to as the "**Contract**") on the date, month and year set forth below, entered pursuant to the provisions of Section 269(2) and Section 409 et seq. of Act No. 513/1991 Coll. of the Commercial Code, as amended, on the following terms and conditions:

## ARTICLE 1 DEFINITIONS

### COPYRIGHT ACT

- 1.1 For the purposes of this Contract, **Copyright Act** shall mean Act No. 185/2015 Coll., the Copyright Act, as amended.

### SUPPLIER'S QUOTATION

- 1.2 For the purposes of this Contract, the **Supplier's Quotation** means the Supplier's quotation dated July 22, 2024, containing the price for the performance of the subject matter of this Contract. The Supplier's Quotation is attached as Annex 2 to this Contract.

### REGULATION

- 1.3 For the purposes of this Contract, **Regulation** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), as amended.

### COMMERCIAL CODE

- 1.4 For the purposes of this Contract, **Commercial Code** means Act No. 513/1991 Coll., the Commercial Code, as amended.

### SERVICES

- 1.5 For the purposes of this Contract, **Services** shall mean services related to the supply of the Lottery Equipment such as installation and training, the details of which are set out in Annex 1 to this Contract.

### VAT ACT

- 1.6 For the purposes of this Contract, **VAT Act** means Act No. 222/2004 Coll. on Value Added Tax, as amended.

### ACT ON ILLEGAL EMPLOYMENT

- 1.7 For the purposes of this Contract, the **Act on Illegal Employment** means Act No 82/2005 Coll. on Illegal Work and Illegal Employment and on Amendments and Additions to Certain Acts, as amended.

### ACT ON THE REGISTER OF PARTNERS

- 1.8 For the purposes of this Contract, the **Act on the Register of Partners** shall mean Act No. 315/2016 Coll. on the Register of Public Sector Partners and on Amendments and Additions to

Certain Acts, as amended.

#### **LOTTERY DRAWING MACHINE**

- 1.9 For the purposes of this Contract, the *Lottery Drawing Machine* shall be understood as the equipment – a lottery machine consisting of six modules and one spare module, the detailed specification of which is set out in Annex 1 to this Contract. The use of the term "Lottery Drawing Machine" shall also include the related draw control PCs and draw control software of the Lottery Drawing Machines; this shall not apply if the terms "draw control PCs" and "draw control software" (or their respective definitions) are also used separately in the relevant provision of this Contract. Control PCs and lottery draw management software are also specified in Annex 1 to this Contract.

### **ARTICLE 2 SUBJECT OF THE CONTRACT**

- 2.1 The Supplier undertakes:

- 2.1.1 to deliver the Lottery Drawing Machine to the Customer;
- 2.1.2 to transfer the ownership of the Lottery Drawing Machine to the Customer; and
- 2.1.3 to provide the Services on the terms and conditions set out in this Contract,

and the Customer agrees to accept the Lottery Drawing Machine and to pay the consideration for the proper and timely delivery of the Lottery Drawing Machine, the transfer of title and the provision of the Services as set out in Clause 4 of this Contract.

- 2.2 The Parties agree that no separate order is required for the delivery of the Lottery Drawing Machine and the provision of the Services under this Contract due to the one-off delivery and that this Contract shall constitute the content of the order.

### **ARTICLE 3 THE PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT AND THE OBLIGATIONS OF THE PARTIES**

#### **LIAISON, TRANSMISSION OF DOCUMENTS AND ISSUING OF INSTRUCTIONS**

- 3.1 In accordance with this Contract, the Parties undertake to provide each other with the necessary cooperation and co-operation for the purpose of the proper performance of their rights and obligations under this Contract but not exclusively, for the purpose of the proper performance of the subject matter of the Contract.
- 3.2 The Supplier declares that it has familiarised itself with the documents and information provided by the Customer and considers them to be sufficient for the provision of the performance under this Contract. Should the Supplier, during the term of the Contract, consider that in the interests of the proper and timely performance of the Contract the submission, disclosure or provision of further documents or information is necessary or is by its nature apparent to the Customer, it shall request the Customer to make them available, unless the nature of the information and documents indicates that they are to be procured by the Supplier at the Supplier's own expense and risk.
- 3.3 The Supplier shall review the suitability of the instructions given and, if it does not object without undue delay to the suitability of the instructions given, shall provide performance under this Contract in accordance with those instructions and those instructions shall be deemed to be correct for the purposes of this Contract. For the avoidance of any doubt, the Customer shall be entitled

and not obliged to give instructions in connection with the performance of this Contract.

#### **DELIVERY OF THE LOTTERY DRAWING MACHINE**

- 3.4 The Supplier undertakes to supply only new Lottery Drawing Machine, i.e. Lottery Drawing Machine that has not previously been in the use of any other entity.
- 3.5 The Supplier undertakes to deliver the Lottery Drawing Machine to the Customer within a period of 6 (six) months from the date of payment of the advance payment pursuant to Article 4, Clause 4.3 of this Contract, at the place of delivery and in the quality as specified in this Contract. Unless the Parties later agree otherwise, the place of delivery of the Lottery Drawing Machine shall be the registered office of the Customer. For the avoidance of any doubt, the place of delivery may only be in the territory of the Slovak Republic, namely in Bratislava.
- 3.6 The Supplier undertakes to deliver the Lottery Drawing Machine to the Customer under the terms of the TDS in accordance with the INCOTERMS 2020 Rules to the place of delivery as set out in clause 3.5 of this Article of the Contract. The cost of transport of the Lottery Drawing Machine to the place of delivery as well as the storage/transport crate in which the Lottery Drawing Machine will be stored during transport shall be part of the consideration pursuant to Article 4, clause 4.1 of this Contract.
- 3.7 The Supplier is obliged to inform the Customer of this fact at least 2 (two) working days prior to the delivery of the Drawing Machine, at least by telephone followed by confirmation in the form of an e-mail, while the actual delivery of the Lottery Drawing Machine, unless otherwise agreed by the Parties, may take place on working days between 8:00 a.m. and 4:00 p.m., with the time of delivery being specified well in advance (at least 3 hours in advance).
- 3.8 The Supplier's obligation to deliver the Lottery Drawing Machine pursuant to this Contract shall be fulfilled on the date of its handover to the Customer and written confirmation of the Customer's acceptance of the Lottery Drawing Machine on the delivery note, which shall include at least the details of the Parties, the identification of the Lottery Drawing Machine and the control PC and the signatures of the hander and the acceptor (hereinafter also referred to as the "**Delivery Note**").
- 3.9 The Customer shall inspect the delivered Lottery Drawing Machine according to the Delivery Note. The Customer shall be entitled to refuse to accept the Lottery Drawing Machine and to sign the Delivery Note in the following cases, if:
- 3.9.1 the required number of modules of the Lottery Drawing Machine is missing;
  - 3.9.2 the control PC has not been delivered;
  - 3.9.3 the Lottery Drawing Machine has obvious defects, including if the supplied Lottery Drawing Machine is in breach of this Contract or the Delivery Note; or
  - 3.9.4 the storage/shipping crate is disturbed and/or damaged in any way.
- 3.10 Title to the Lottery Drawing Machine and risk of damage to the Lottery Drawing Machine shall pass from the Supplier to the Customer on the date of acceptance of the Lottery Drawing Machine under the Delivery Note in accordance with clause 3.8 of this Article of the Contract.

#### **PROVISION OF SERVICES**

- 3.11 The Supplier undertakes to provide the Services related to the delivery of the Lottery Drawing Machine no later than 15 (fifteen) days from the date of delivery of the Lottery Drawing Machine, unless otherwise agreed by the Parties.
- 3.12 As part of the provision of the Services, the Supplier undertakes to carry out the installation of

the Lottery Drawing Machine for the Customer. The installation of the Lottery Drawing Machine shall include the operation and commissioning of the control PC, and the relevant software intended for the control of the Lottery Drawing Machine (hereinafter also referred to as the "Software"), as well as the delivery of the related documentation necessary for the proper use of the Lottery Drawing Machine by the Customer. The Supplier undertakes to perform any and all acts and/or activities necessary and related to the installation of the Lottery Drawing Machine so that the Customer may use the Lottery Drawing Machine for the purpose for which it is intended, in accordance with this Contract, according to the terms and conditions set out in this Contract and according to the Customer's requirements, including the performance of all necessary acts required for the full operation of the Lottery Drawing Machine, all within the time limit set out in the preceding clause of this Article of the Contract.

3.13 As part of the provision of the Services, the Supplier undertakes to provide the Customer with training of the Customer's authorised employees, which training shall be carried out at least to the extent set out in Annex 1 to this Contract (hereinafter referred to as "**Training**"), on the following terms and conditions:

- 3.13.1 Unless otherwise agreed, the Supplier shall organise the Training;
- 3.13.2 any costs related to the Training shall be borne in full by the Supplier as part of the consideration for the performance of the subject matter of this Contract;
- 3.13.3 where applicable, the Supplier shall arrange and deliver all necessary materials to the participants of the Training, no later than the day of the commencement of the Training, but always before the commencement of the Training;
- 3.13.4 The Training shall take place in person, at the Customer's premises;
- 3.13.5 The duration of the Training shall be at least 2 (two) hours;

on the day of installation of the Lottery Drawing Machine, unless otherwise agreed by the Parties. The successful completion of the Training shall be confirmed by the Customer to the Supplier on the acceptance report as per Clause 3.14 of this Article of the Contract.

3.14 To ensure proper and timely fulfilment of the Supplier's obligation to provide the Services under this Contract, the Parties undertake to conduct the Acceptance Tests in the presence of the Parties' contact persons on the day of installation of the Lottery Drawing Machine, unless otherwise agreed by the Parties. Upon successful completion of the Acceptance Tests and the Training, the Parties shall draw up an Acceptance Protocol to be signed by the Parties' contact persons (hereinafter also referred to as the "**Acceptance Protocol**"). The Acceptance Protocol may be signed either without reservation, if the Supplier has fulfilled the obligations pursuant to clauses 3.12 and 3.13 of this Article of the Contract, or with reservation, in which case the Acceptance Protocol shall specify the deficiencies, including the time limits for their elimination and the date of the re-acceptance tests. The repeated acceptance tests shall be carried out no later than one week after the unsuccessful acceptance tests have been carried out, unless the Parties agree otherwise. Upon completion of the re-acceptance tests, a further Acceptance Protocol shall be drawn up. If, even based on the re-acceptance tests, the Customer has reservations, and unless the Parties agree otherwise, these reservations shall be deemed to be a failure to carry out the acceptance tests and a failure of the Supplier to fulfil their obligation under clauses 3.12 and 3.13 of this Article of the Contract. Failure to perform the Acceptance Tests shall constitute a material breach of this Contract with the right of the Customer to withdraw from this Contract.

3.15 Except as otherwise provided in clauses 3.11 to 3.14 of this Article of the Contract, the provisions for the supply of the Lottery Drawing Machine under clauses 3.4 to 3.10 of this Article of the Contract shall apply mutatis mutandis to the provision of the Services.

## **OTHER OBLIGATIONS OF THE PARTIES**

3.16 The Supplier undertakes in particular:

- 3.16.1 to deliver the Lottery Drawing Machine in accordance with the requirements and instructions of the Customer in a proper and timely manner;
- 3.16.2 to provide the Services in accordance with the requirements and instructions of the Customer in a proper and timely manner;
- 3.16.3 to act with professional diligence in the performance of the subject matter of this Contract, to comply with all generally binding legal regulations in force in the Slovak Republic, the principles of good professional practice, the rules of information security as well as the decisions and statements of the relevant public authorities, and to comply with the instructions of the Customer; this shall be without prejudice to the Supplier's responsibility for the proper, timely and professional performance of the subject matter of this Contract, unless expressly stated otherwise;
- 3.16.4 grant a user licence pursuant to Article 5 of this Contract;
- 3.16.5 provide such assistance as is necessary for the proper and timely performance of the subject matter of this Contract and the use of the Lottery Drawing Machine by the Customer;
- 3.16.6 allow the Customer to inspect the performance of their obligations under this Contract;
- 3.16.7 promptly inform the Customer in writing of the incorrectness and/or impropriety of the Customer's instructions; if such instructions interfere with the proper and timely performance of the subject matter of this Contract, the Supplier shall be entitled to restrict or, if required by the circumstances of the performance of the subject matter of this Contract, to suspend the performance of the subject matter of this Contract altogether pending a change in the Customer's instructions or a written notification that the Customer insists on the performance of the subject matter of this Contract in accordance with the instructions given; if the Customer insists on the instructions, the Supplier shall not be liable for any defects in the Lottery Drawing Machine supplied and/or the Services rendered;
- 3.16.8 cooperate with the Customer and provide it with all information necessary for the proper performance of the subject matter of this Contract, as well as inform it of all facts that may be relevant to the performance of this Contract;
- 3.16.9 promptly inform the Customer of any impediments to the performance of the subject matter of this Contract which prevent or materially impede the performance of the subject matter of this Contract.


3.17 In particular, the Customer undertakes to:

- 3.17.1 use the Lottery Drawing Machine in accordance with the documentation provided;
- 3.17.2 pay the Supplier the remuneration according to Article 4 of this Contract for the proper and timely performance of the subject matter of this Contract;
- 3.17.3 provide reasonable assistance to the Supplier necessary for the proper and timely performance of the subject matter of this Contract.

## **ARTICLE 4 RENUMERATION AND PAYMENT TERMS**

### **AMOUNT AND DETERMINATION OF REMUNERATION**

- 4.1 The amount of remuneration for the performance of the subject matter of the Contract shall be based on the relevant Supplier's Quotation and shall be agreed by the Parties in the amount of EUR 124,360, - (twenty-four thousand three hundred and sixty Euros) excluding VAT, consisting of a part of the remuneration for:



For the avoidance of any doubt, the Services under this Contract shall be provided free of charge due to the discount granted by the Supplier.

- 4.2 The Supplier represents and warrants that the amount of the consideration for the performance of the subject matter of this Contract shall include all costs, charges, duties, taxes (excluding value added tax), expenses and any other consideration and reimbursements associated with the performance of the subject matter of this Contract and shall include a reasonable profit. For the avoidance of any doubt, the Contractor shall not be entitled to any special reimbursement or other form of compensation for any costs, expenses or other consideration in connection with the performance of their obligations under this Contract.

**ADVANCE PAYMENT, ENTITLEMENT TO REMUNERATION AND INVOICING**

- 4.3 The Supplier shall be entitled to issue an advance invoice for EUR 55,900, - (fifty-five thousand nine hundred euro) excluding VAT on the effective date of this Contract.
- 4.4 The Supplier shall be entitled to remuneration for the performance of the subject matter of the Contract and shall be entitled to issue an invoice for the remaining part of the remuneration in the amount of EUR 68,460,- (sixty-eight thousand four hundred and sixty Euros) excluding VAT on the date of delivery of the Lottery Drawing Machine and provision of the Services pursuant to Article 3, clauses 3.8 and 3.14 of this Contract.
- 4.5 The invoices issued shall be due for payment 30 (thirty) days from the date of their delivery. The invoice shall be drawn up in euro currency and shall contain all the particulars pursuant to the relevant generally binding legislation; the invoice shall be accompanied by a confirmation proving the completion of the delivery of the Lottery Drawing Machine and the provision of the Services pursuant to Article 3, points 3.8 and 3.14 of this Contract (i.e. the Delivery Note and the Acceptance Protocol).
- 4.6 If the invoice (i) does not contain all the particulars pursuant to the relevant generally applicable law, (ii) has not been issued in accordance with this Article of the Contract, or (iii) is not accompanied by the attachments pursuant to the preceding clause of this Article of the Contract, the Subscriber shall be entitled to return such invoice to the Supplier for correction and/or completion, such invoice not being disregarded; upon receipt by the Customer of a duly corrected or completed invoice, a new due date for payment of the invoice so received shall commence.
- 4.7 The date on which the funds are debited from the Customer's account to the credit of the affected account shown on the relevant invoice issued by the Supplier shall be deemed to be the date on which the Customer's affected obligation is discharged.

- 4.8 In the case of default to pay the invoice the Customer is obliged to pay the Supplier a default interest in the extent according to the relevant law.
- 4.9 The Parties have agreed that each Party shall settle its tax obligations in accordance with the applicable tax law of the state where Party is a resident and in accordance with the international binding law, but with the exclusion of the possibility of the tax obligation takeover for another Party.

#### **ELECTRONIC DATA INTERCHANGE**

4.10 The Parties have agreed on the electronic exchange of data and the following procedure relating to the issue of invoices and their electronic transmission to the Customer:

4.10.1 The Customer expressly consents to the Supplier sending any invoices to be issued under this Contract in electronic form;

4.10.2 The Parties agree on the following procedure to ensure the authenticity of the origin, the integrity of the content and the legibility of the invoice from its issue until the end of the invoice retention period:

- a) Invoices shall be issued by the Supplier in paper form or in electronic form and shall always be delivered to the Customer in electronic form as a .pdf file (hereinafter also referred to as the "**Electronic Invoice**"); if the Supplier has the necessary equipment, the Supplier shall send the Electronic Invoice in a .pdf file format which is non-editable but allows copying of the text;
- b) if the Supplier wishes to deliver the Electronic Invoice in a format other than a .pdf file, it may do so only with the prior written consent of the Customer, which other format must also guarantee compliance with the requirements for Electronic Invoices set out in the introduction to clause 4.10.2 of this Article of the Contract;
- c) the attachments to the Electronic Invoice delivered to the Customer must also be in electronic form and will be sent together with the Electronic Invoice and will preferably be in .pdf file format if their nature allows, otherwise they will be in different formats (e.g. .doc, .docx, .xls, .xlsx, .tif, .jpeg) as required by the nature and content of the attachment;
- d) if both Parties have the necessary software and hardware to apply a qualified electronic signature (in particular Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, as amended, and Act No 272/2016 Coll. on trust services for electronic transactions in the internal market and on amending and supplementing certain acts (Act on trust services), as amended], the Supplier is entitled to send Electronic Invoices signed with a qualified electronic signature to the Customer with the prior consent of the Customer (the Customer may give their consent in writing or by e-mail);
- e) The Parties may not interfere with the issued Electronic Invoice, including its attachments, or change their content in any way;
- f) The Parties are obliged to ensure proper and legible archiving of the Electronic Invoices throughout their storage period;
- g) The Supplier shall exercise due diligence when issuing the Electronic Invoice and when sending it to the Customer so as to minimize the possibility of loss, damage or incompleteness of the data contained in the Electronic Invoice and its attachments;
- h) The Electronic Invoice shall be deemed to have been delivered on the first (1st) working day following the day of the Supplier's proven sending of the Electronic Invoice to the Subscriber's designated e-mail address; provided that the Subscriber's technical and software equipment allows it, the Subscriber shall confirm receipt of



the e-mail, the attachment of which was the Electronic Invoice, to the e-mail address designated by the Supplier, by sending an automatic e-mail to the Supplier: [contact@akanis.tech](mailto:contact@akanis.tech);

- i) if the Electronic Invoice is not delivered to the Customer's designated e-mail address, the Supplier shall be obliged to resend the Electronic Invoice to the Customer's e-mail address without undue delay and at the same time notify the Customer by e-mail (or telephone) that the Electronic Invoice has been resent to the Customer; in the event that the Electronic Invoice is not delivered to such e-mail address of the Customer even after the Electronic Invoice has been resent, the Supplier shall, within 2 (two) working days from the date of notification that the Electronic Invoice has not been delivered even after the resending, issue an invoice or, as the case may be, the invoice shall be sent to the e-mail address of the Customer, and the Supplier shall issue an invoice to the e-mail address of the Customer. Invoice description in paper form and send it to the address for delivery specified in this Contract, otherwise to the address of the Customer's registered office specified in the commercial register;

4.10.3 The Supplier shall send Electronic Invoices complying with the conditions set out in this Article of the Contract to the Customer's designated email address: [faktery@tipos.sk](mailto:faktery@tipos.sk);

4.10.4 The Customer is entitled to:

- a) change the e-mail address for delivery of Electronic Invoices specified in clause 4.10.2 of this Article of the Contract, whereby he is obliged to notify the Supplier of such change in advance in writing or by e-mail; the effectiveness of the change shall commence on the 3rd (third) day after the date of delivery of such notification to the addressee, unless a later effective date of the notification is specified in the notification,
- b) require delivery of Electronic Invoices to more than one (1) email address, up to a maximum of three (3) email addresses, which shall be notified to the Supplier pursuant to this Article of the Contract;

4.10.5 The Parties declare that the procedure agreed between the Parties for issuing and sending Electronic Invoices, as set out in this Article of the Contract, is sufficient to comply with the conditions set out in the introduction to Clause 4.10.2 of this Article of the Contract.

## **ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS**

### **INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE SOFTWARE**

5.1 The Supplier represents and warrants to the Customer that:

- 5.1.1 they are the holder of all rights and necessary proprietary rights in the Software so that the Supplier may use the Software and use the Lottery Drawing Machine in accordance with this Contract and in the manner contemplated in this Contract or arising from the nature of the Software;
- 5.1.2 has obtained or will obtain the necessary consents, permissions, licenses and/or sublicenses, as the case may be, for the purpose of the performance of this Contract and the use of the Software by the Customer no later than the date of the provision of the Services pursuant to clause 3.11 of Article 3 of this Contract, and will grant any and all consents, permissions, authorisations and/or licenses (as the case may be, as the case may be, sublicenses) in such a way that the Software may be used by the Customer, with respect to all of its features and functionalities, in the manner contemplated by this Contract or as may be foreseen at the time of the entry into force of this Contract;

- 5.1.3 is entitled to grant a license in respect of the Software to the Subscriber in accordance with clause 5.2 of this Article of the Contract.
- 5.2 The Supplier grants to the Customer a non-exclusive license (the "*Licence*") in respect of the Software as at the date of commencement of the Customer's use of the Software, to the following extent:
- 5.2.1 Method of Use: use of all and any features and functionality of the Software that are related to the use of the Lottery Drawing Machines and that are foreseeable at the time of entering into this Contract;
  - 5.2.2 License Period: unlimited in time;
  - 5.2.3 Territory: without territorial limitation;
  - 5.2.4 remuneration: according to Article 4, Clause 4.1.3 of this Contract;
  - 5.2.5 The Customer shall be entitled to assign the License or any part thereof to any third party; the Supplier hereby also grants the Customer their express and irrevocable consent to assign the Licence or any part thereof. The assignment of the Licence (or part thereof) to a third party may be made in a form other than in writing (i.e. no writing is required for the assignment of the Licence or part thereof),
  - 5.2.6 a commitment to use the Licence: Customer is not obligated to use the nonexclusive License at the same time.

For the avoidance of doubt, the Supplier shall not be obliged to refrain from using the Software to the extent that it grants the License to the Customer.

#### **GENERAL TO THE REPRESENTATIONS**

- 5.3 The representations and warranties set forth in this Article of the Contract are true and accurate in all material respects, are not misleading in any material and material respect and do not omit to state any material fact and shall be deemed to be repeated and continuing throughout the term and effect of this Contract.
- 5.4 The Supplier undertakes to pay the Customer a contractual penalty of EUR 6,000, - (six thousand Euros) in the event that any of the Supplier's statements referred to in this Article of the Contract are proven to be wholly or partially false, for each individual breach. If, due to the provision of wholly or partially false information, a fine or other sanction for infringement of intellectual property rights is imposed on the Customer, the Supplier undertakes to reimburse the Customer for the damage caused thereby, including the damage caused by the payment of the fine or sanction imposed by the competent public administration authority or entity whose intellectual property rights have been infringed.
- 5.5 Any falsity or breach of any statement or undertaking of the Supplier referred to in this Article of the Contract shall be deemed to be a material breach of this Contract and shall give rise to a right of withdrawal of this Contract by the Customer. This is without prejudice to the Customer's option to withdraw from this Contract in the cases provided for in this Contract or in the applicable generally binding legislation.

### **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

#### **DECLARATIONS OF THE PARTIES**

- 6.1 The Parties declare that they have full capacity to enter this Contract and to perform their obligations under this Contract and that this Contract constitutes their legal and valid obligation,

enforceable against them in accordance with the provisions of this Contract.

- 6.2 The Parties declare that no action has been taken and no proceedings are pending before any court, arbitrator or adjudicator, governmental or other public authority which may affect the legality, validity or enforceability of this Contract against the Parties or their ability to perform their obligations under this Contract and, to the knowledge of the Parties, no such action is contemplated.

#### **SPECIAL REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER**

6.3 The Supplier represents and warrants that:

- 6.3.1 all facts, representations and warranties set forth in the Supplier's Quotation are true;
- 6.3.2 they are competent to perform their obligations under this Contract and has all the necessary authorisations for the performance of their obligations under this Contract and sufficient material and personnel and professional capacity and knowledge to perform their obligations under this Contract;
- 6.3.3 they shall perform the obligations arising from this Contract itself, unless otherwise provided for in this Contract;
- 6.3.4 they are not in liquidation or has not been dissolved;
- 6.3.5 they are not in crisis and are not threatened with crisis under the Commercial Code and are not bankrupt and are not threatened with bankruptcy under Act No. 7/2005 Coll. on Bankruptcy and Restructuring and on Amendments and Additions to Certain Acts, as amended;
- 6.3.6 they have duly fulfilled and is fulfilling all their legal obligations, in particular but not limited to taxes, duties, levies and insurance and employment law;
- 6.3.7 they have not filed for bankruptcy or restructuring of the Supplier's assets and no such petition is, to the best of their knowledge, pending or, to the best of their knowledge, being prepared;
- 6.3.8 no enforcement proceedings are pending against it;
- 6.3.9 there is no other fact that could adversely affect the performance of the Supplier's obligations under this Contract in such a quality (quality) that would jeopardize the provision of performance under this Contract in a proper and timely manner, with professional diligence and in accordance with fair business practices;
- 6.3.10 there is no and no reason to believe that there is any reason for cancellation of the Supplier's registration for value added tax under the VAT Act;
- 6.3.11 no protective measure of confiscation of assets or penalty of forfeiture of assets has been imposed on the Supplier;
- 6.3.12 neither they nor their statutory body, member of the statutory body, proxy or member of the supervisory board has been finally convicted of an offence of corruption, an offence of damage to the financial interests of the European Union, an offence of legalisation of the proceeds of crime, an offence of establishing, forming and supporting a criminal group or an offence of establishing, forming or supporting a terrorist group or an offence of terrorism and certain forms of participation in terrorism or an offence of trafficking in human beings;
- 6.3.13 neither they nor their statutory body, member of the statutory body, proxy or member of the supervisory board has been finally convicted of any intentional offence or any offence the substance of which relates to business or the offence of rigging a public procurement or auction procedure;
- 6.3.14 have not been the subject of insolvency proceedings, have not been declared bankrupt, have not had the insolvency proceedings against them dismissed for lack of assets or have not had the bankruptcy proceedings against them annulled for lack of assets;
- 6.3.15 they have not been the subject of restructuring proceedings, nor have it instructed the administrator to draw up a restructuring report, nor have given its creditors consent to the

- drawing up of a restructuring report by the administrator;
- 6.3.16 do not have any arrears of health insurance, social insurance and retirement pension contributions in the Slovak Republic and in the State of its registered office, place of business or habitual residence;
- 6.3.17 have no tax arrears or customs arrears in the Slovak Republic and in the State of their registered office, place of business or habitual residence;
- 6.3.18 have not committed in the previous three (3) years a serious breach of professional obligations which can be proven and of obligations in the field of environmental protection, labour law or social security law under special regulations, for which a sanction which can be proven has been legally imposed on them;
- 6.3.19 have not been banned from participating in a public procurement procedure confirmed by a final decision in the Slovak Republic and in the State of their registered office, place of business or habitual residence;
- 6.3.20 have not sought and will not seek or obtain any financial or material advantage for or from anyone, nor have it granted or will grant, sought or will seek, or accepted or will accept, any such advantage if such advantage would be based on an illegal practice or corruption, either directly or indirectly, and would constitute an inducement or reward connected with the performance of this Contract;
- 6.3.21 the personal data of those natural persons which, in connection with the conclusion of this Contract and its performance, including pre-contractual negotiations, they have submitted and/or provided to the Customer, they have obtained and provided in accordance with generally binding data protection legislation, and have fulfilled and is fulfilling all their obligations under generally binding data protection legislation towards such natural persons, in particular but not exclusively all information obligations;
- 6.3.22 in accordance with the Regulation, it has informed the natural persons referred to in clause 6.3.21 of this Article of the Contract that the Customer, as controller, will process their personal data, i.e. it declares that, in relation to the natural persons referred to in clause 6.3.21 of this Article of the Contract, it has fulfilled its information obligations on behalf of the Customer, as controller, to the extent required by the Regulation and in accordance with the requirements of the Customer, and that this information is available on the Customer's website: <https://www.tipos.sk/stranky/spolocnost-tipos/pravne-informacie/ochrana-sukromia>;
- 6.3.23 shall not be entitled to provide the Customer with personal data to a greater extent than strictly necessary (i.e. beyond the scope resulting from the Customer's request and/or from generally binding legislation in the field of personal data protection) for reasons of personal data protection; if, notwithstanding the foregoing, the Supplier provides the personal data of the persons referred to in clause 6.3.21 of this Article of the Contract beyond the scope of the Customer's request, it shall perform all of its obligations in relation to such individuals in accordance with clauses 6.3.21 and 6.3.22 of this Article of the Contract, mutatis mutandis;
- 6.3.24 comply with the Code of Conduct issued by the Customer, which is attached as Annex 3 to this Contract.

#### **INDEPENDENCE OF THE SUPPLIER**

- 6.4 The Supplier shall avoid any contact which might compromise their independence in the performance of the Contract. In addition, the Supplier shall take all necessary measures to avoid any situation which might jeopardise the impartial and objective performance of this Contract. Conflicts of interest could arise in particular because of economic interests, political or national affinities, family or emotional ties or any other relationship or common interests. Any conflict of interest that arises during the term of this Contract must be immediately notified in writing to the Customer. In the event of a conflict of interest, the Supplier shall immediately take all necessary measures to terminate it.

- 6.5 The Customer reserves the right to verify whether the measures referred to in the preceding clause of this Article of the Contract are appropriate and, if necessary, may require additional measures to be taken within a period to be determined by it. The Supplier shall ensure that their employees and/or subcontractors are not placed in a situation which could lead to a conflict of interest. Without prejudice to clause 6.4 of this Article of the Contract, the Supplier shall immediately and without any compensation from the Customer indemnify any of their employees and/or subcontractors who are exposed to such a situation.

#### **SUBCONTRACTORS**

- 6.6 At the time of entering the Contract, there is no known subcontractor through which the Supplier will perform their obligations under this Contract. The Supplier shall submit in writing to the Customer for approval any subcontractor to be engaged to perform under this Contract; such subcontractor may not be used to perform the Supplier's obligations under this Contract without the prior written consent of the Customer. The Customer shall comment in writing without undue delay after receipt of the Supplier's written request whether it consents to the use of the subcontractor. The Customer shall not unreasonably withhold their consent to the use of a subcontractor. The Customer shall comment in writing without undue delay after receipt of the Supplier's written request whether it consents to the use of the subcontractor. Notwithstanding the foregoing, if the Supplier uses any third party to perform the Supplier's obligations under this Contract, the Supplier shall be liable to the Customer in full for the performance of the Supplier's obligations under this Contract as if the Supplier had performed them itself.

#### **OBLIGATIONS IN RELATION TO ILLEGAL EMPLOYMENT**

- 6.7 The Supplier shall comply with the prohibitions, restrictions and obligations under the Illegal Employment Act, but shall ensure that it does not provide performance under this Contract through an individual who is illegally employed.
- 6.8 The Supplier declares that the performance to be provided under this Contract shall always during its validity and effectiveness be provided only through a natural person who is not illegally employed.
- 6.9 The Supplier shall, upon the Customer's request, promptly provide, to the extent requested, documents and personal data of the natural persons through whom it provides activities under this Contract, which are necessary to enable the Customer to check whether the Supplier is in breach of the prohibition of illegal employment under a specific regulation (under the Illegal Employment Act). The request for the provision of documents, as well as the documents themselves, may also be delivered in electronic form to the designated e-mail address.
- 6.10 If the Supplier breaches their obligations under this Contract and/or under special generally binding employment legislation and for that reason a fine or other sanction is imposed on the Customer for breach of the prohibition to accept the performance provided by the Supplier through an individual illegally employed, or the fine imposed on the Supplier will be recovered from the Customer under the Illegal Employment Act, the Supplier undertakes to reimburse the Customer for the damage caused thereby, including the damage caused by the payment of the fine or penalty imposed by the competent public authority. The Supplier shall also be obliged to reimburse the actual damage incurred by the Customer within 15 (fifteen) days of the date of receipt of the invoice together with the request for reimbursement of the damage caused, at the latest. One of the bases for determining the actual damage caused to the Customer shall also be a copy of a final decision of the competent public authority on the imposition of a fine or other sanction or on the recovery of a fine imposed on the Supplier by the Customer. The Supplier also undertakes to pay to the Customer, upon the latter's request, a contractual penalty of EUR 6.000,- (six thousand Euros) in the event of a breach of any of the obligations referred to in clauses 6.7 to 6.9 of this Article of the Contract, for each individual breach; this shall be without prejudice to

the right of the Customer to claim compensation for damages also in an amount exceeding the amount of the contractual penalty.

#### **REGISTER OF PUBLIC SECTOR PARTNERS**

6.11 This Contract does not establish a special registration obligation providing that the registration obligation is not required by the Act on Register of Partners.

#### **CONSEQUENCES OF FALSE AND INACCURATE REPRESENTATIONS AND WARRANTIES**

6.12 The representations and warranties set forth in this Article of the Contract are true and accurate in all material respects, are not misleading in any material and material respect and do not omit to state any material fact and shall be deemed to be repeated and continuing throughout the term and effect of this Contract.

6.13 The Supplier shall notify the Customer of the occurrence of any fact or change in fact affecting the truth of any of the statements referred to in this clause of the Contract without undue delay.

6.14 Any untruth or breach of any statement or undertaking of the Supplier referred to in this Article of the Contract shall be deemed to be a material breach of this Contract and shall give rise to a right of withdrawal of this Contract by the Customer; the Customer's right to damages shall not be affected thereby. This shall be without prejudice to the Customer's option to withdraw from this Contract in the cases provided for by the applicable law or this Contract.

6.15 The Supplier undertakes to pay the Customer a contractual penalty of EUR 3,600, - (three thousand six hundred Euros) if any of the Supplier's statements referred to in clauses 6.1 to 6.3 and 6.6 of this Article of the Contract prove to be wholly or partially untrue for each individual breach; the provisions of clause 6.16 of this Article of the Contract shall not be affected thereby. The Customer shall be entitled to claim compensation for damages caused by the falsity of any of the Supplier's statements referred to in clauses 6.1 to 6.3 and 6.6 of this Article of the Contract; the Customer shall also be entitled to claim compensation for damages in an amount exceeding the amount of the contractual penalty. The Supplier undertakes to pay to the Customer, upon the latter's request, a contractual penalty of EUR 3,600,- (three thousand six hundred Euros) in the event of a breach of any of the obligations referred to in clauses 6.4 and 6.5 of this Article of the Contract, for each individual breach; the Customer shall also be entitled to claim compensation for damages in an amount exceeding the amount of the contractual penalty.

#### **INDEMNITIES**

6.16 The Customer relies entirely on the representations and warranties set out, but not exclusively, in this Article of the Contract and does not specifically verify their completeness and truthfulness. The Supplier asks the Customer to rely on the representations and warranties set out in this Article of the Contract and to enter this Contract with the Supplier. At the same time, the Supplier acknowledges that the Customer relies and will rely on the representations and warranties contained in this Contract. The Supplier also agrees to indemnify the Customer if the Customer is required to pay to a third party any damages, liquidated damages or other penalty, the cause of which is based upon the incompleteness or falsity of any of the representations contained in this Contract or upon any act, omission or abstention by the Supplier, and the Customer accepts this promise of indemnity.

### **Article 7**

#### **SECURITY OF OBLIGATIONS AND LIABILITY FOR DEFECTS**

##### **CONTRACTUAL PENALTY**

7.1 The Customer shall also be entitled to demand payment of a contractual penalty from the Supplier

in the following cases and to the following extent:

- 7.1.1 if the Supplier is in default in the delivery of the Lottery Drawing Machine pursuant to Article 3 Clause 3.5 of this Contract in due and timely manner, the Customer shall be entitled to a contractual penalty of 0,5 % of the total contract price every seven days against the Supplier. The contractual penalty, however, shall not exceed 5% of the total price of the contract.
- 7.2 If no set-off has been made by the Customer pursuant to this Contract, the Supplier shall be obliged to make payment of the contractual penalty for breach of obligations under this Contract upon written demand by the Customer for payment of the contractual penalty, whereby the contractual penalty shall be payable within 30 (thirty) days from the date of delivery of such demand to the Supplier.
- 7.3 The Parties declare that the contractual penalties agreed in this Contract are reasonable, consider the nature of the obligations to be performed and are in accordance with fair commercial practices. In addition to the contractual penalty, the Customer shall be entitled to withhold the performance of all payments due to the Supplier, irrespective of their maturity and nature, until the Supplier has duly performed the obligation for which it has fallen into default.
- 7.4 The payment of the contractual penalty under the relevant provisions of this Contract shall be without prejudice to the right of the Customer to claim compensation for damages, even in an amount exceeding the amount of the contractual penalty.

#### **LIABILITY FOR DEFECTS AND WARRANTY**

- 7.5 The Supplier shall be liable for the performance of the subject matter of this Contract in a proper and timely manner. The performance shall be defective if it has not been delivered or provided in accordance with this Contract and the Customer's instructions. The Supplier shall be liable for defects (including legal defects) which the Lottery Drawing Machine has at the time when the risk of damage passes to the Customer, even if the defect becomes apparent after that time.
- 7.6 The Supplier warrants the Lottery Drawing Machine for a period of 24 months from the date of receipt by the Customer. The Supplier shall be liable that the Lottery Drawing Machine will be fully fit for the use and purpose corresponding to its intended use and the needs of the Customer during the warranty period and that it will fully comply with the technical parameters specified in this Contract and be free from defects. The warranty period shall not extend for any period during which the Customer has been unable to use the Lottery Drawing Machine due to defects for which the Supplier is liable. For the avoidance of any doubt, the Customer's needs shall be deemed to be all needs notified to the Supplier as well as needs which, having regard to the circumstances, the Supplier has knowledge of.
- 7.7 During the Warranty Period, the Supplier undertakes to provide a service and technical support line of at least telephone and e-mail contact and to provide the Customer with technical support in connection with the use of the Drawing Lottery Machine. The Supplier undertakes to provide the Customer with a service help line and technical support at their own expense with availability on working days from 8:00 a.m. to 7:00 p.m.
- 7.8 In the event of defects in the supplied Lottery Drawing Machine (a claim of the Lottery Drawing Machine), the Supplier is obliged to evaluate the claim within 3 (three) working days from the date of its receipt.
- 7.9 Depending on the nature of the defect, the Customer shall be entitled to demand, in particular, the

removal of the defect by delivery of a new component of the Lottery Drawing Machine if the defect is remediable or the re-delivery of the Lottery Drawing Machine and the provision of the Services if the defect is irremediable. In the event of repeated defective delivery of the Lottery Drawing Machine, such breach shall be deemed to be material, and the Customer shall be entitled to withdraw from this Contract.

- 7.10 In the event of a defect in the supplied Lottery Drawing Machine, the Customer shall not be obliged to pay the consideration for the part of the performance in question according to the invoice concerned (i.e. shall not be in default) until the final settlement of the claims arising from such defective performance, unless the Parties agree otherwise.
- 7.11 Clauses 7.5 to 7.10 of this Article of the Contract shall be without prejudice to the provisions of Clause 3.9 of Article 3 of this Contract.
- 7.12 Unless otherwise specified in this Contract, the provisions of Section 422 et seq. of the Commercial Code shall apply mutatis mutandis to claims for defective performance under this Contract as well as to individual claims for defective performance.

## **ARTICLE 8 OBLIGATION OF CONFIDENTIALITY, DATA PROTECTION AND INFORMATION SECURITY**

### **CONFIDENTIALITY**

- 8.1 The Parties declare that this Contract and all parts thereof, as well as all information, facts and data provided and acquired by the Parties on the basis of and/or in connection with this Contract, are confidential information and may be disclosed only under the terms and conditions set out in the Confidentiality and Protection of Confidential Information of this Contract, which is attached as Annex 4 to this Contract.
- 8.2 The obligation to publish the Contract, including its annexes, within the meaning of Section 5a of Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Additions to Certain Acts (Act on Freedom of Information), as amended, in the Central Register of Contracts, shall not be considered a breach of the obligation of confidentiality.
- 8.3 If a Party intends or is obliged to disclose confidential information, it shall inform the other Party thereof without undue delay.
- 8.4 The Customer considers the following information to be trade secrets: -.
- 8.5 The Supplier considers the following information to be trade secrets: price and lottery drawing machine technical specification.

### **PRIVACY POLICY**

- 8.6 For the purposes of generally binding data protection legislation, both Parties shall be considered as separate data controllers of personal data.

### **INFORMATION SECURITY**

- 8.7 For the duration of this Contract, the Supplier undertakes to take all necessary steps and measures to comply with the conditions relating to information security in accordance with the security requirements of ISO/IEC 27001:2013 or ISO/IEC 27001:2022. The Customer further undertakes to inform the Customer promptly, at least by email, of the occurrence of any information security incident within the meaning of the relevant technical standards (hereinafter also referred to as an



**"Incident"**) that has occurred in the performance of this Contract and to remedy such Incident as well as its consequences and causes, including (if necessary) with the assistance of the Customer; the Supplier shall inform the Customer of such facts, at least by e-mail, without delay, but within a period of no more than twenty-four (24) hours from the time such fact has occurred; the Incident management requirements and procedures related thereto for the purpose of rectifying the Incident are set out in more detail in Annex No. 5 of this Contract.

- 8.8 For ensuring information security during this Contract and for the avoidance of any doubt, the Parties shall regulate the basic acceptable uses of information as set out in Clause 3 of Schedule 5 to this Contract; the Contractor undertakes to comply with these uses of information in the performance of this Contract.
- 8.9 For the performance of this Contract, the Supplier shall be entitled to disclose information only to persons who are authorised to receive such information (hereinafter referred to as "**Authorised Persons**"), to the extent and for the time necessary. The Subscriber shall be entitled to make representations to the Authorised Person as to whether it consents to the disclosure of information to such Authorised Person pursuant to this Contract; if the Subscriber does not make representations within the same period, the Supplier shall be deemed to be entitled to disclose information to such Authorised Person pursuant to this Contract.
- 8.10 The Customer shall be entitled at any time during the term of this Contract to require the Supplier to temporarily or permanently restrict and/or deny access to information to any Authorised Person, including without giving any reason. In such case, the Supplier shall, if necessary for the performance of this Contract, immediately and without any compensation from the Customer, arrange for the performance of the obligations under this Contract by another Authorised Person from among the existing Authorised Persons and/or by another, new Authorised Person; this is without prejudice to the procedure pursuant to Clause 8.9 of this Article of the Contract.
- 8.11 In the event of a breach of any of the obligations under clauses 8.7 to 8.10 of this Article of the Contract, the Supplier shall immediately inform the Customer thereof, at least by e-mail, and shall use their best endeavours to remedy the consequences of the breach of such obligation. To remedy the consequences of the breach of the obligation under the preceding sentence of this clause and article of the Contract, the Customer shall provide the Supplier with the necessary cooperation.
- 8.12 In the event of a breach of any obligation under clauses 8.7 to 8.10 of this Article of the Contract, the Supplier undertakes to pay to the Customer, upon its demand, a contractual penalty in the amount of EUR 2,000, - (two thousand Euros) for each individual breach of any of the obligations referred to in clauses 8.7 to 8.10 of this Article of the Contract.
- 8.13 Breach of any obligation under clauses 8.7 to 8.10 of this Article of the Contract shall be deemed a material breach of the Contract and shall give the Customer the right to withdraw from this Contract.
- 8.14 If the Supplier performs their obligations under this Contract through a subcontractor (if the Supplier is entitled to such performance through a subcontractor under this Contract), the Supplier shall, with respect to the information security of the Customer:
- 8.14.1 in its contractual relationship with the Subcontractor, implement information security policies that provide at least the same or comparable level of information security as those set out in this Contract and/or required of the Supplier under and/or in connection with this Contract;

- 8.14.2 enter into a contractual relationship for the purpose of and/or in connection with this Contract only with a subcontractor that is capable of performing their obligations to the Supplier at least in accordance with the information security rules required of the Supplier by the Customer;
- 8.14.3 upon specific request by the Customer, to provide to the Customer, within the time limits and in the manner specified in such specific request, information, certificates and/or other documents evidencing the performance of the obligation under Clause 8.14.1 and/or 8.14.2 of this Article of the Contract. If the Supplier fails to comply with this obligation, the Supplier shall be deemed to have breached the obligation to which the Customer's request relates.
- 8.15 In the event of a breach of any obligation under Clause 8.14 of this Article of the Contract, the Supplier undertakes to pay to the Customer, upon its demand, a contractual penalty in the amount of EUR 4,000, - (four thousand Euros), for each individual breach of any obligation referred to in Clause 8.14 of this Article of the Contract.
- 8.16 Breach of any obligation under clause 8.14 of this Article of the Contract shall be deemed a material breach of the Contract and shall give the Customer the right to withdraw from this Contract.

## **ARTICLE 9 NOTICES AND CONTACT PERSONS**

### **NOTICES**

- 9.1 Any notices, and other necessary or optional correspondence, made in accordance with this Contract (hereinafter referred to as "*Notices*") shall be made in writing.
- 9.2 All notices relating to the variation or termination of this Contract, or any documents required to be in writing by applicable law shall be served by the Parties on each other at the address of the registered office of the Party set out in the header of this Contract or registered in the commercial or other relevant official register by registered post, by hand or by courier. The date of delivery of the documents referred to in the preceding sentence of this clause and Article of the Contract shall be deemed to be the date of their receipt by the Party; the date of delivery shall also be deemed to be the date on which the Party refuses to accept the document or the date on which the undelivered parcel is returned to the sending Party, even if the other Party has not become aware of its delivery. Except as otherwise provided in this Contract for different types of Notices, other Notices may be served using the contact information provided in the designation of the Parties or communicated in writing by a Party as follows:
- 9.2.1 in person, which shall be deemed to have been delivered on the date of acknowledgement of receipt by the addressee or on the date of refusal to accept delivery;
- 9.2.2 by courier, which shall be deemed to have been delivered on the date of confirmation of delivery by the addressee or on the date of refusal to accept delivery;
- 9.2.3 by registered post, which shall be deemed to have been delivered on the date of acknowledgement of receipt by the addressee, on the date of refusal to accept delivery or on the date of return of the parcel as undelivered, even if the addressee is not aware of this;
- 9.2.4 by e-mail, by confirmation of the sending of the e-mail message. If the addressee does not confirm the delivery of the e-mail message within 3 (three) working days from the date of its sending by the sender, the e-mail message shall be deemed to have been delivered on the 3rd (third) working day after the sending of the message by the sender.

## **CONTACT PERSONS**

- 9.3 The Supplier is obliged to inform the Customer, at least in the form of an e-mail, of the person authorised to communicate with the Customer, without undue delay after the conclusion of this Contract, at least in the scope of name and surname, telephone and e-mail (hereinafter also referred to as the "**Contact Person**"); the Customer is also obliged to inform the Supplier of their Contact Person.
- 9.4 Through the Contact Persons, the Parties shall:
- 9.4.1 organise all activities related to the performance of this Contract;
  - 9.4.2 coordinate the activities of the Parties in the performance of this Contract;
  - 9.4.3 control the progress and progress of the performance of this Contract;
  - 9.4.4 exercise other competences conferred by this Contract.
- 9.5 The Parties shall be entitled to change the Contact Persons notified pursuant to Clause 9.3 of this Article of the Contract in the manner provided for in Clause 9.3 of this Article of the Contract without undue delay; the effects of a change of the Contact Person shall take effect no earlier than the next working day following the receipt of the notification pursuant to Clause 9.3 of this Article of the Contract.

## **ARTICLE 10 DURATION AND TERMINATION OF THE CONTRACT**

### **DURATION OF THE CONTRACT**

- 10.1 This Contract shall terminate upon its execution. For the avoidance of doubt, the performance of this Contract by the Supplier shall be completed by the fulfilment of the obligations pursuant to Article 3, clauses 3.5 and 3.11 of this Contract and by the payment by the Customer of the part of the consideration pursuant to Article 4, clause 4.4 of this Contract; this shall be without prejudice to the provisions of this Contract and of the generally applicable legislation governing liability for defects and claims arising therefrom as well as to clauses 10.10 and 10.11 of this Article of the Contract.

### **TERMINATION OF THE CONTRACT**

- 10.2 This Contract may be terminated for the following reasons:
- 10.2.1 by fulfillment pursuant to clause 10.1 of this Article of the Contract;
  - 10.2.2 by withdrawal from the Contract pursuant to clauses 10.3 et seq. of this Article of the Contract;
  - 10.2.3 impossibility of performance pursuant to clause 10.8 of this Article of the Contract, unless otherwise specified in this Contract;
  - 10.2.4 by written agreement pursuant to clause 10.10 of this Article of the Contract; or
  - 10.2.5 the termination of either Party without successor in interest.

### **WITHDRAWAL FROM THE CONTRACT:**

- 10.3 The Customer shall only be entitled to withdraw from this Contract if (i) it is so provided by generally binding law, (ii) it is expressly permitted to do so by this Contract, or (iii) if:
- 10.3.1 the Supplier is bankrupt or is demonstrably threatened with bankruptcy;
  - 10.3.2 any of the Supplier's representations and/or warranties contained in this Contract are proven to be false, incorrect, misleading or deceptive, whether in whole or in part
  - 10.3.3 The Supplier has breached the Supplier's Code of Conduct, which forms Annex 3 to this

Contract;

- 10.3.4 The Supplier fails to fulfil its obligation to deliver the Lottery Drawing Machine properly and on time pursuant to clause 3.5 of Article 3 of this Contract, even after prior notice with a remedial period of not more than ten (10) working days;
  - 10.3.5 the Supplier fails, even after prior notice with a cure period of not more than five (5) business days, to meet their obligation to provide the Services in a proper and timely manner pursuant to Article 3.11 of this Contract; or
  - 10.3.6 the Supplier has breached any other obligation under this Contract and has failed to remedy the breach even after prior notice by the Customer with a reasonable period to remedy the breach.
- 10.4 The Supplier shall only be entitled to terminate this Contract if (i) it is expressly permitted to do so by this Contract, or (ii) if the Customer:
- 10.4.1 is bankrupt or demonstrably threatened with bankruptcy; or
  - 10.4.2 has failed to pay a monetary obligation due for more than thirty (30) days and at the same time the Supplier has called upon the Customer to meet the monetary obligation due within an additional period of time, which shall not be less than fifteen (15) days from the receipt of such call; this is without prejudice to clause 4.4.10 of this Contract and clauses 7.3 and 7.10 of clause 7 of this Contract.
- 10.5 Only the reason under clause 10.4.2 of this Article of the Contract shall be deemed to be a material breach of the Contract on the part of the Customer.
- 10.6 The notice of withdrawal from the Contract shall be in writing and shall be delivered to the Party concerned within the meaning of this Contract. The Contract shall terminate on the date of delivery of the notice of withdrawal from the Contract, unless otherwise specified in the notice.
- 10.7 Withdrawal from the Contract shall not extinguish the rights and obligations under the Contract which the Parties have acquired prior to the date of delivery of the written notice of withdrawal from the Contract. Termination of the Contract shall not affect the right to liquidated damages agreed under the Contract or the right to compensation for damages.

#### **IMPOSSIBILITY OF PERFORMANCE**

- 10.8 For impossibility of performance pursuant to clause 10.2. 3 of this Article of the Contract, it shall be deemed to be impossible for either Party to fulfil their obligation as a result of a change in legislation which prohibits or substantially restricts the activity to which it has committed itself by this Contract or requires a special permit which the Party has unsuccessfully sought or which leads to a change in the terms and conditions of the Contract, which makes it more difficult for the Party to perform their obligation under this Contract, or permits performance only at an unacceptably increased effort or at an unacceptably increased cost which was not contemplated at the time of the conclusion of this Contract and could not have been contemplated at the time of the conclusion of this Contract. In such case, the Contract shall terminate on the date of delivery of written notice to the Party concerned.

#### **AGREEMENT**

- 10.9 The Contract shall terminate by written agreement of the Parties on the date of such agreement, unless the agreement specifies a later date for termination of the Contract.

#### **DELIVERY**

- 10.10 The Parties shall be obliged to submit to each other all written or other documents and materials acquired by them because of their cooperation under this Contract no later than seven (7) days after the termination of this Contract.

## **CONTINUING OBLIGATIONS**

10.11 The termination of this Contract for any reason and/or the cancellation of the Contract shall in no way affect the provisions whose content implies that they are intended to have legal effect in the event of such termination or where this is expressly implied by the relevant legislation.

## **ARTICLE 11 FINAL PROVISIONS**

### **VALIDITY AND EFFECTIVENESS**

11.1 This Contract shall become effective on the date of its signature by both Parties; it shall enter into force on the day following the day of its publication in the Central Register of Contracts.

### **COMPLETENESS OF THE CONTRACT**

11.2 This Contract incorporates the entire agreement between the Parties relating to the subject matter of this Contract. The Contract supersedes any previous offers, correspondence, communications and/or agreements made and/or concluded between the Parties, whether written or oral, and if the Supplier, in connection with the performance of the subject matter of this Contract, applies any general terms and conditions to other contractual partners, these shall not apply to the contractual relationship established by this Contract to any extent.

### **COMPETENCE OF THE PARTIES**

11.3 The Parties declare that the persons signing this Contract on their behalf are fully authorised and competent to do so, which shall validly and effectively bind the Party for whom they are acting.

### **COMPLIANCE WITH THE LAW**

11.4 The Parties declare that this Contract is concluded in accordance with the law of the Slovak Republic and that no part of it violates any rights and legitimate interests of third parties.

### **ANNEXES**

11.5 The annexes to this Contract are an integral part of this Contract, namely

- 11.5.1 Annex 1: Specification of the lottery drawing machine and related activities
- 11.5.2 Annex 2: Supplier's Quotation
- 11.5.3 Annex 3: Code of Conduct
- 11.5.4 Annex 4: Agreement on confidentiality and protection of confidential information
- 11.5.5 Annex 5: Ensuring information security management within the contractual relationship

In the event of a conflict between the wording of any Annex and the text of the Contract, the text of the Contract shall prevail.

### **COPIES**

11.6 This Contract is drawn up in 4 (four) copies, each Party receiving 2 (two) copies.

### **PROHIBITION OF ASSIGNMENT AND UNILATERAL SET-OFF**

11.7 The Supplier shall not be entitled to assign any claim against the Customer to any third party nor to set off unilaterally any claim against the Customer.

### **SET-OFF BY THE CUSTOMER**

11.8 The Customer shall be entitled to set off all claims against the Supplier arising under this Contract against any and all claims of the Supplier under this Contract, even if unpaid.

## **AMENDMENTS TO THE CONTRACT**

11.9 Unless otherwise specified below, this Contract may be amended and/or supplemented only in writing in the form of amendments agreed by both Parties. The Code of Conduct, which forms Annex 3 to this Contract, may also be amended by unilateral notification of its updated version (by e-mail is sufficient), whereby the current version of the Code of Conduct shall always be published by the Customer on their website.

## **INTERPRETATION**

11.10 Each provision of this Contract shall, as far as possible, be interpreted as being effective and valid under applicable law. However, if any provision of this Contract is invalid under applicable law, the remaining provisions of this Contract shall continue to be binding and in full force and effect. In the event of such invalidity, the Parties shall negotiate in good faith to agree on amendments or additions to this Contract so that the invalid provision is replaced by a provision necessary to carry out the intent of the invalid provision. In the absence of agreement between the Parties, other provisions of this Contract or provisions of relevant generally applicable law which correspond as closely as possible to the content and purpose of the invalid provision shall be used to replace the invalid provision of this Contract.

## **EXCLUSIONS AND LIMITATIONS**

11.11 The Parties mutually acknowledge and declare that the conclusion of this Contract as well as its full or partial execution does not constitute a contract of association pursuant to § 829 et seq. of the Civil Code and the conclusion of such a contract was not their intention. At the same time, the Parties declare that, considering the usual market practice in the Slovak Republic, the terms and conditions agreed in this Contract are standard and do not confer any advantage on any of the Parties.

## **MEANING OF TERMS AND DEFINITIONS**

11.12 In addition to the defined terms set forth in Article 1 of this Contract, where a defined term is used in this Contract, such term shall have the meaning ascribed to it in the applicable definition in this Contract. Unless the context otherwise requires, in this Contract:

11.12.1 any reference to a Person (including a Party) shall include its successors in interest as well as assigns and transferees of rights or obligations who have become assigns or transferees of rights or obligations under this Contract of the Party into whose rights or obligations they have entered;

11.12.2 each defined term shall be applied to each respective term in the singular as well as the plural and in any grammatical form;

11.12.3 each reference to any document means the relevant document as amended or otherwise modified, including novations;

11.12.4 any use of the term obligation (undertakes) shall be deemed to be synonymous with the term obligation (is obliged); the converse shall also be true.

## **CHOICE OF LAW AND CHOICE OF JURISDICTION**

11.13 This Contract and the legal relationship established by it shall be governed by the laws of the Slovak Republic, particularly the relevant provisions of the Commercial Code. This provision shall be deemed to be a choice of law of the Slovak Republic within the meaning of the relevant regulations or Act No. 97/1963 Coll. on Private International Law and Procedure, as amended. However, the Parties agree that the use of any provision of any law of the Slovak Republic which is not mandatory is expressly excluded to the extent that its use would alter the meaning or purpose of any provision of this Contract. The Parties also agree, in accordance with the relevant regulations or provisions of Act No. 97/1963 Coll. on Private International Law and Procedure, as amended, that the general court of the Customer shall have jurisdiction to hear disputes relating to this Contract, unless otherwise provided by mandatory provisions of generally binding

legislation (choice of jurisdiction of the courts of the Slovak Republic).

**WAIVER**

11.14 Either Party may waive any of their rights under this Contract (both permanently and temporarily, both in whole and in part, and both unconditionally and subject to one or more conditions) by written notice delivered to the Party concerned. Failure to take any action to exercise a right shall not be deemed a waiver of the right.

**DECLARATION OF INTENT**

11.15 The Parties declare that they have read this Contract, understand its contents and declare that this Contract expresses their serious, free and definite will and that it has not been concluded under conditions of duress and that they have signed it as a token of their signature.

In Bratislava on \_\_\_\_\_.\_\_\_\_\_.2024

In Lieusant on \_\_\_\_\_.\_\_\_\_\_.2024

For the Customer

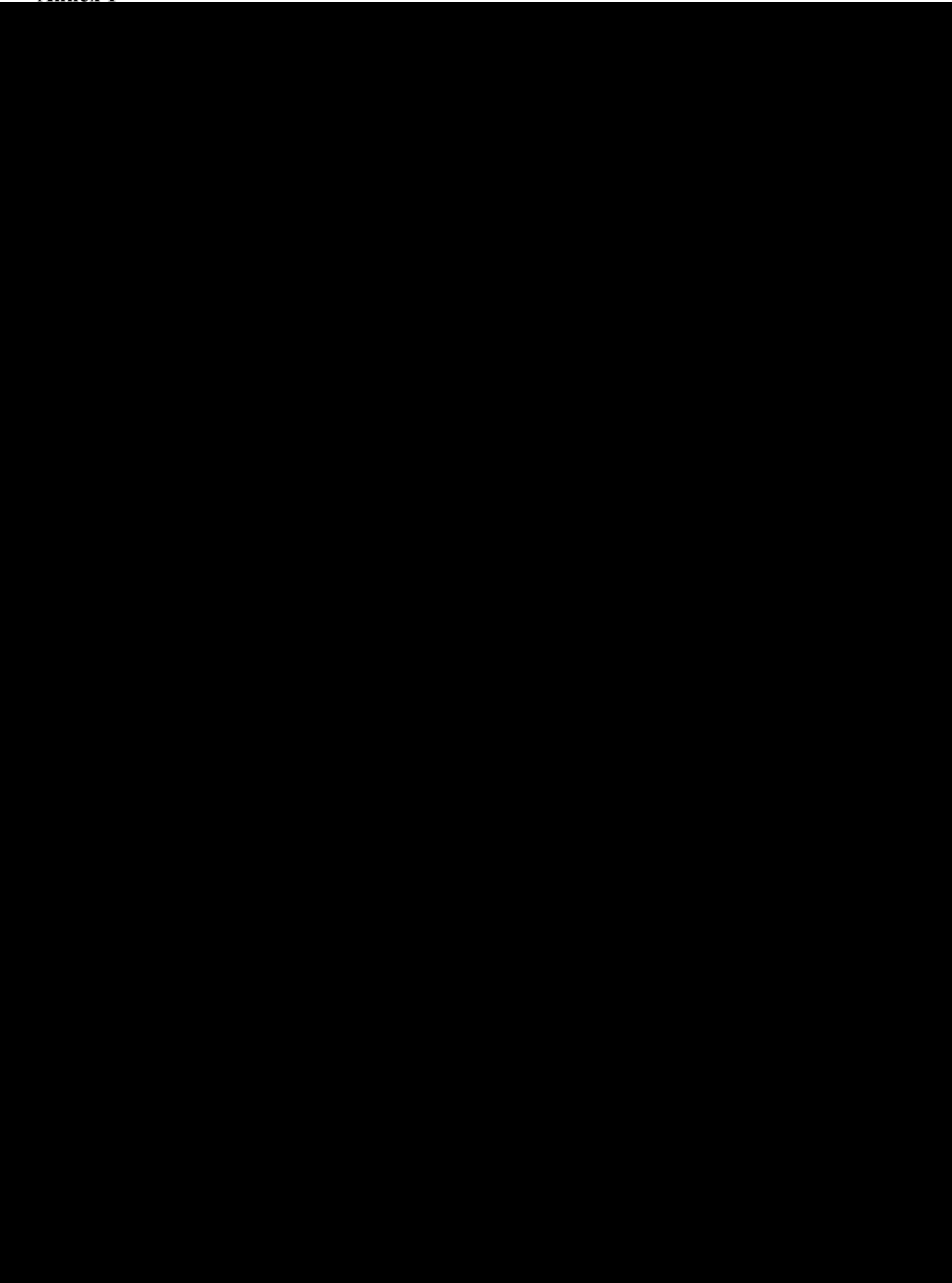
For the Supplier

.....  
JUDr. Ing. Peter Ded'o  
Chairman  
TIPOS, národná lotériová spoločnosť, a. s.

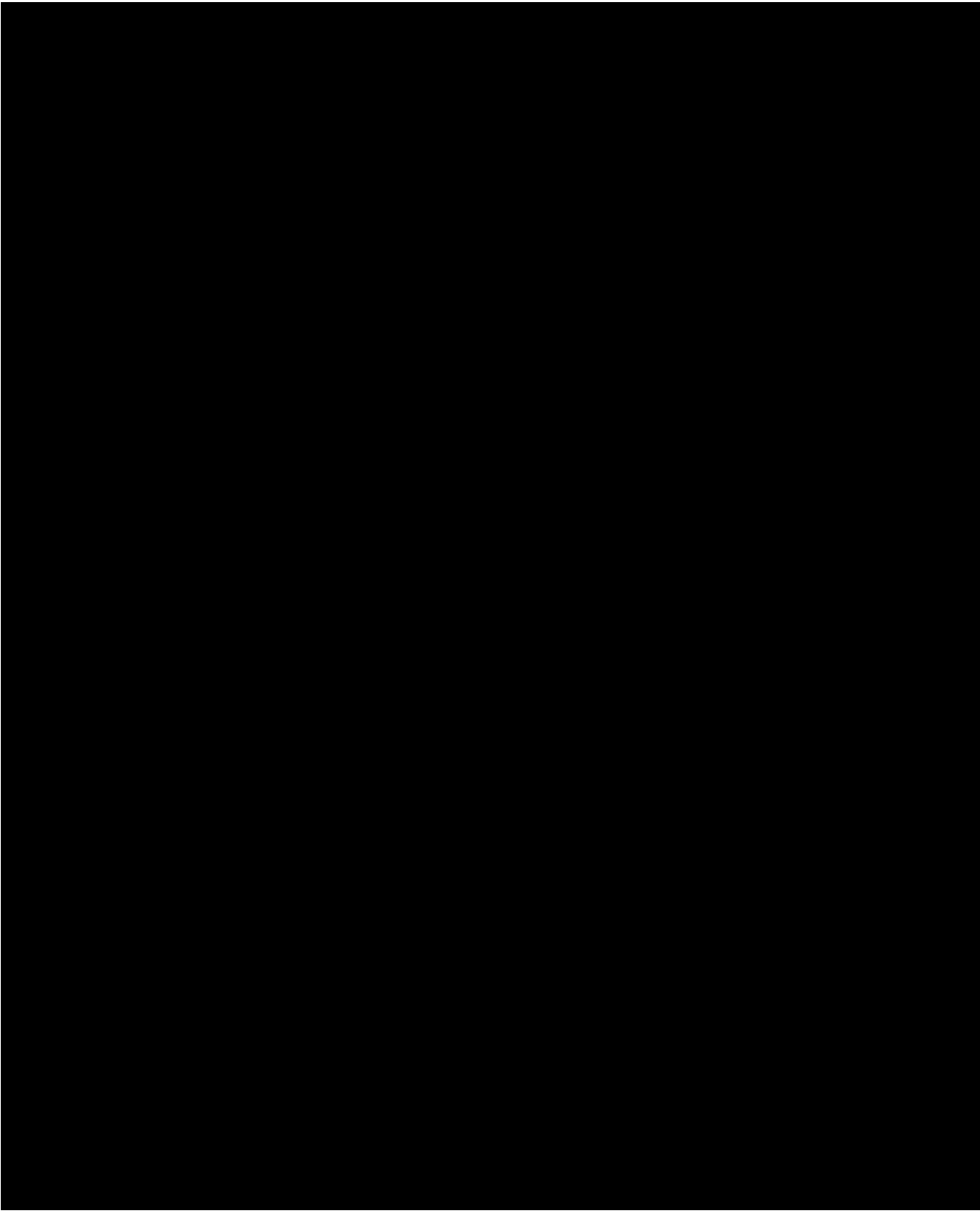
.....  
Emmanuel Larroumet  
CEO  
AKANIS TECHNOLOGIES

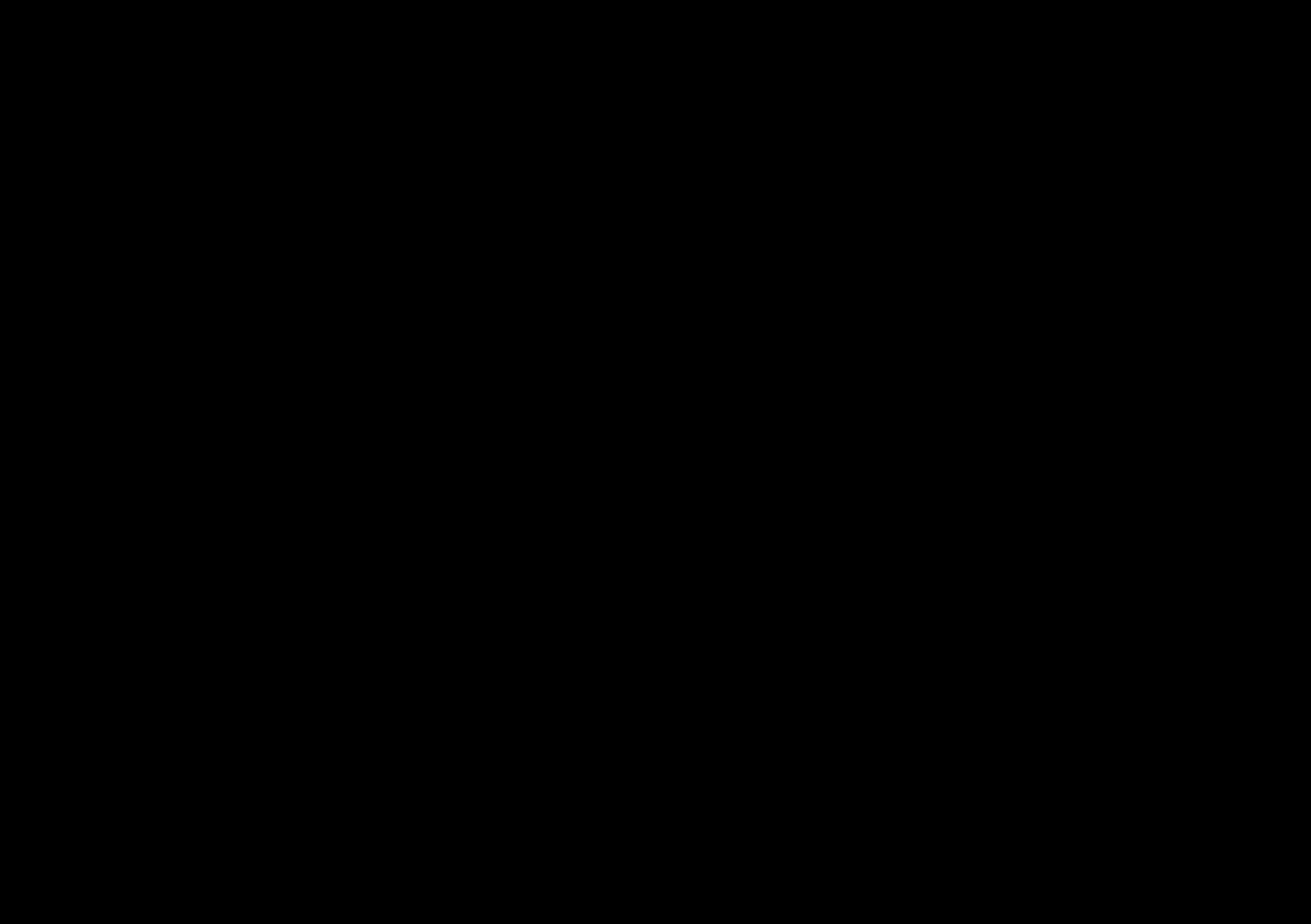
.....  
Ing. Adriana Bujdáková  
Vice-Chairman  
TIPOS, národná lotériová spoločnosť, a. s.

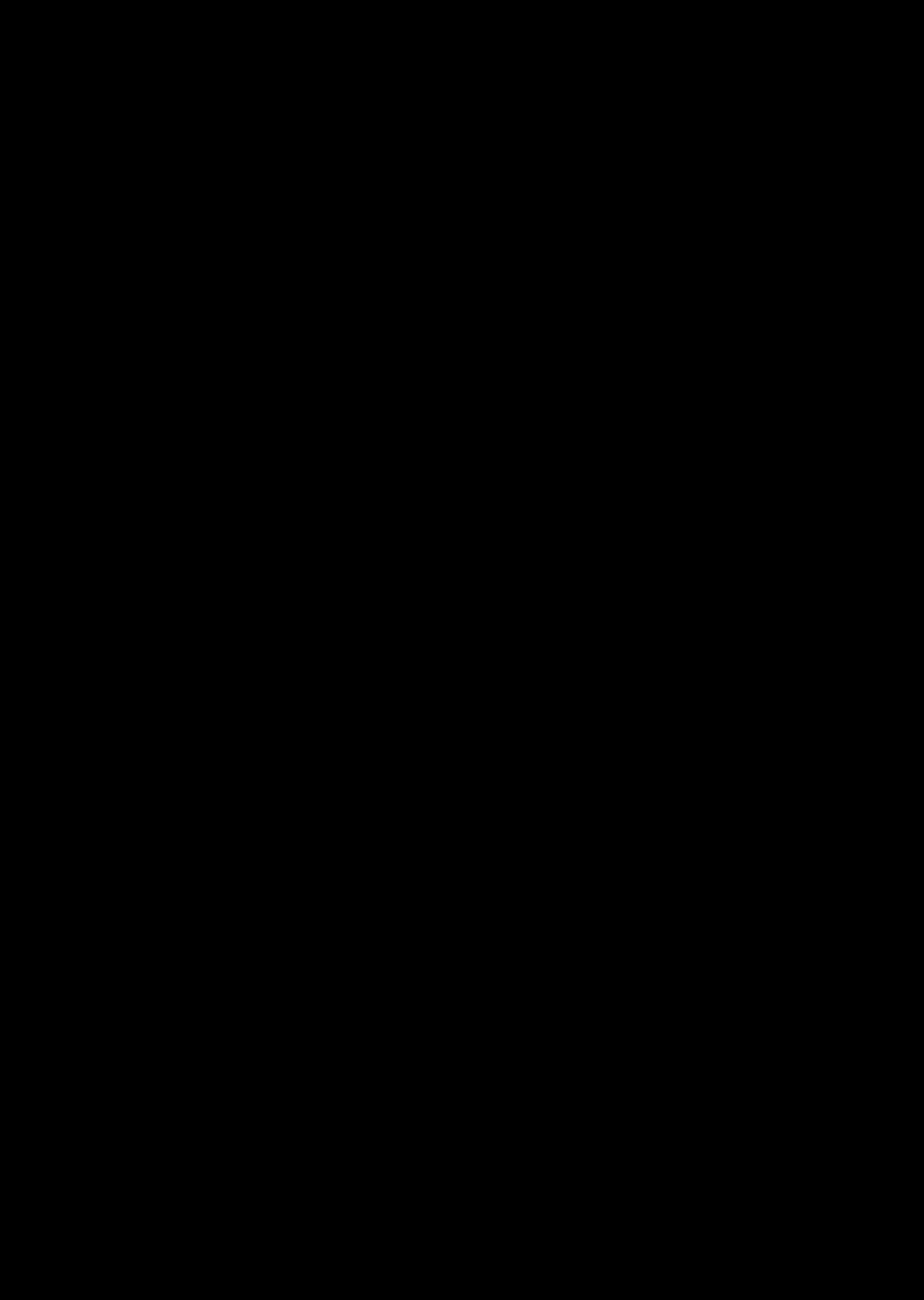
## Annex 1











**Transport**

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**Delivery terms:** DDP Bratislava



AKANIS TECHNOLOGIES  
ZAC du Levant - Bâtiment A2  
333 rue Marguerite Perey  
77127 LIEUSAIN  
FRANCE  
Tel : +33 1 78 48 22 00

SIRET : 80004395200020

Mail : [contact@akanis.tech](mailto:contact@akanis.tech)  
Web : <https://akanis.tech>

Client :

TIPOS  
Brectanova 1, PO Box 43  
830 07 BRATISLAVA 37  
Slovakia

Quotation No. :	Date :	Delivery :	Customer No :	VAT number :
2024-07/0056	22/07/2024		C00013	SK2020341455

Subject : Topaze6 + Topaze1

Warranty: 24-month

Delivery time: 6 months from date of order (reception of advance payment)

Delivery terms: DDP Bratislava

Payment terms:

- Advance payment: 50% of the machines' price (55,900.00 €) at the order
- Balance payment: after installation and training

Total lines discounts excl VAT : ██████████

AKANIS TECHNOLOGIES  
ZAC du Levant - Bâtiment A2  
333 rue Marguerite Perey  
77127 LIEUSAIN  
FRANCE  
Tel : +33 1 78 48 22 00

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TIPOS  
Brectanova 1, PO Box 43  
830 07 BRATISLAVA 37  
Slovakia

Quotation No. :	Date :	Delivery :	Customer No :	VAT number :
2024-07/0056	22/07/2024		C00013	SK2020341455

Subject : Topaze6 + Topaze1

Quotation : 2024-07/0056  
Issue date : 22/07/2024  
Siret/Siren : NC  
Payment terms : 50% order - 50%  
Offer validity : 30/09/2024  
Payment mode : Bank transfer

Subtotal exc. VAT :	124,360.00 €
VAT 0.00% :	0.00 €
Total inc. VAT :	124,360.00 €

livraison intracommunautaire article 262 ter- I du CGI

**ANNEX 3**  
**TO THE PURCHASE CONTRACT FOR LOTTERY DRAWING**  
**MACHINES AND PROVISION OF RELATED SERVICES**



TIPOS, národná lotériová spoločnosť, a. s.  
Brečtanová 1, 830 07 Bratislava 37

# CODE OF CONDUCT

TIPOS, národná lotériová spoločnosť, a. s.





TIPOS, národná lotériová spoločnosť, a. s.  
Brečtanová 1, 830 07 Bratislava 37

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2. Definition of the Supplier's Code of Conduct
3. Validity of the Supplier's Code of Conduct
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8. Conflict of Interest
9. Public sector partner and procurement of goods and services
10. Gifts and other benefits
11. Violation of the Supplier's Code of Conduct
12. Cooperation
13. Reporting anti-social activities

## **1. Preamble**

TIPOS, národná lotériová spoločnosť, a. s. (hereinafter referred to as "the Company") is a national lottery company and a gambling operator in the territory of the Slovak Republic. In the performance of their business activities, the Company ensures compliance with the legal regulations and socially valid ethical standards, such as transparency, accountability, non-discrimination, etc.

## **2. Definition of the Supplier's Code of Conduct**

The Supplier's Code of Conduct is binding for all external persons with whom the company enters a pre-contractual or contractual relationship and represents a set of legal and ethical standards and values that are fundamental for the company. The Supplier's Code of Conduct is based on the company's core values of honesty, accountability, transparency and respect.

## **3. Validity of the Supplier's Code of Conduct**

The rules of conduct and values contained in the Supplier's Code of Conduct are binding on all and any external persons who have been made aware of this Supplier's Code of Conduct by TIPOS and with whom the company has entered a pre-contractual/contractual relationship. No provision of the Supplier's Code of Conduct may conflict with applicable law and, should this be the case, shall be null and void to that extent only.

Violations of the Supplier's Code of Conduct shall be sanctioned according to the seriousness of the act and the severity and extent of the consequences of the violation by sanctions in accordance with the contract concluded with the external parties as contractual partners or in accordance with generally binding legal regulations.

## **4. Compliance with legislation and respect for natural rights**

The Company, in conducting its business activities, consistently complies with the applicable and effective legal regulations as well as with fair business practices and the Company's ethical standards. It also expects its contractual partners to consistently respect generally applicable legislation and the natural rights of man, fair business dealings and the Company's ethical standards in the conduct of its business.

The Company rejects in principle any corrupt behaviour, the laundering of proceeds of crime and the financing of terrorism as well as the abuse of position in any way.

In view of these facts, it requires its contractors (external persons) to refrain from any action that would be contrary to the Company's fundamental ethical pillars, including compliance with the law, honesty, transparency and adherence to the Company's ethical values.

## **5. Employment**

The Company strictly complies with employment legislation, regarding the principle of the prohibition of illegal employment and non-discrimination, compliance with occupational health and safety regulations, as well as with regard to social security for employees. In view of this, it expects its contractual partner, as an employer, to be fair to its employees:

- a) strictly comply with the prohibition of illegal employment and the prohibition of discrimination and unequal treatment,
- b) respect "otherness", eliminate any unfair relations to or between its employees (sexual harassment, mobbing, bossing and other unfair behaviour),
- c) the employee's rights under the Labour Code and related legislation,
- d) ensure health and safety at work,
- e) to comply properly with their levy and tax obligations.

## **6. Confidential information and confidentiality**

The Company, in the conduct of its business, acknowledges that it provides or may provide to the contractual partner information that is sensitive to the other contractual partner (trade secrets and other confidential information) and, likewise, the contractual partner provides or may provide the same type of sensitive information to the Company. In view of this fact, the Company strictly observes the obligation of confidentiality in relation to such information and requires the same approach from its contractual partner. This is reinforced by the fact that the Company requires its partners to enter into a specific confidentiality and non-disclosure agreement, also in accordance with the Company's internal regulations.

## **7. Privacy Policy**

During its business, the Company regularly processes personal data but not limited to, players who participate in games of chance operated by the Company. The Company has also implemented a high standard of data protection in its internal system in view of the European Union's strict approach to the protection of personal data of natural persons.

From the perspective of the legislation on the protection of personal data, the contractual partners regularly act as processors for the Company as the controller, processing personal data to different extents and in different ways. In view of the above, the Company expects and requires that the contractual partners strictly comply with the legal regulation applicable to the protection of personal data as well as with any instructions of the Company regarding the processing of personal data.

## **8. Conflict of Interest**

A conflict of interest, or the risk of a conflict of interest or potential conflict of interest, arises when the private objectives and activities of the contractual partner, members of its statutory body, controlling body or any other person acting on behalf of the contractual partner, or their close associates jeopardise or are in direct conflict with the interests of the company. Conflicts of interest could also arise because of economic interests, political affiliation or any other relationship or common interests. For this reason, the contractual partner is obliged to:

- a) Take all necessary measures to avoid conflicts of interest,
- b) Immediately notify the Company in writing of any conflict of interest during the duration of the contractual relationship with the Company,
- c) Take all necessary measures to terminate the conflict of interest.

## **9. Public sector partner and procurement of goods and services**

The Company's contractual partner acknowledges that, where required by a specific regulation, it must be registered as a public sector partner and comply with all related obligations under the relevant legislation. In view of the above, the Company expects the contractual partner to fulfil these obligations diligently.

In cases where the Company acts as a public procurement contractor in a contractual relationship, it is obliged to conclude contracts in accordance with the Public Procurement Act and in accordance with the basic principles of public procurement. In these cases, the Company expects and requires from its contractual partner that, if the contract is concluded according to the procedures specified in the Public Procurement Act, it meets the requirements of this special regulation and meets such requirements during the duration of the contractual relationship with the Company.

## **10. Gifts and other benefits**

The Company shall not permit its employees, members of the Company's governing bodies or any other person acting on behalf of the Company to give, solicit for the giving of, or except for themselves or another, any gift or other benefit which is in any way connected with their employment or the performance of their duties. The Company shall require their contractor to

promptly notify it if any employee of the Company, member of a corporate body or other person acting on behalf of the Company solicits the promise and/or provision of any gift or other benefit by sending such information electronically to the email address [compliance@tipos.sk](mailto:compliance@tipos.sk).

Exceptions are promotional materials, courtesies or other similar benefits which promote the company's business name and the provision of which is not intended to influence (even indirectly) the will and/or decision of the person to whom such benefit is or is to be provided or whose will and/or decision could be influenced by such benefit, and at the same time the said benefit to/from one and the same contractual partner does not exceed in aggregate the limit of EUR 150 per calendar year.

#### **11. Violation of the Supplier's Code of Conduct**

Violation of the Supplier's Code of Conduct by the Contractor may constitute a material breach of the Contractor's obligations with the following consequences:

- a) application of sanctions,
- b) the application of damages (if damages have been incurred),
- c) termination of the contractual relationship.

#### **12. Cooperation**

The Company expects their Contractor to report any conduct by their employees, members of the Company's bodies or other persons acting on behalf of the Company that is contrary to the ethical standards that are also implied by this Supplier's Code of Conduct and expects the Contractor to report such conduct promptly to [compliance@tipos.sk](mailto:compliance@tipos.sk) and to provide the Company with all such assistance as may be reasonably requested in the event of any investigation by the Company.

#### **13. Reporting anti-social activities**

The Company expects their contractual partner to report anti-social activities in accordance with Act No. 54/2019 Coll. on the Protection of Whistleblowers of Anti-Social Activity and on Amendments and Additions to Certain Acts, as amended, through the Company's internal notification screening system, by (i) continuously emailing: [whistleblowing@tipos.sk](mailto:whistleblowing@tipos.sk) or (ii) by mail (letter) sent to the person responsible for the verification of notifications in the company, i.e. to the Compliance Officer at the address of the TIPOS registered office with the indication NEOTVÁRAŤ (DO NOT OPEN) - Act No. 54/2019 Coll.

## ANNEX 4

### TO THE PURCHASE CONTRACT FOR LOTTERY DRAWING MACHINES AND PROVISION OF RELATED SERVICES

#### NON-DISCLOSURE AGREEMENT AND PROTECTION OF CONFIDENTIAL INFORMATION

*concluded pursuant to the provisions of § 269 (2) and § 271  
of the Commercial Code as amended*

#### TIPOS, národná lotériová spoločnosť, a. s.

Domicile: Brečtanová 1, 830 07 Bratislava

Registration Number: 31 340 822

The company is registered in the Commercial Register of the District Court in Bratislava III, section Sa, file No. 499/B person acting on behalf of the company:

JUDr. Ing. Peter Deďo, Chairman and

Ing. Adriana Bujdáková, Vice-Chairman

(hereinafter also referred to as "the Company TIPOS" in the appropriate grammatical form)

and

#### AKANIS TECHNOLOGIES

Domicile: ZAC du Levant - Bâtiment A2, 333 rue Marguerite Perey, 77127 Lieusaint, France

Registration Number: 410 362 529

The company is registered in the CRETEIL Register, No.: 800 043 952

person acting on behalf of the company: Emmanuel

Larroumet, CEO

(hereinafter also referred to as "AKANIS" in the appropriate grammatical form)

(TIPOS and AKANIS together hereinafter also referred to as the "Parties" in the relevant grammatical form or individually as a "Party" in the relevant grammatical form)

#### ARTICLE 1 DEFINITIONS

1.1 For the purposes of this Agreement, **Confidential Information** shall mean any and all information, data, data, documents and facts, regardless of their nature, form, shape and manner of capture, preservation and transmission, which are provided or otherwise made available by either Party to the other Party or otherwise obtained in the course of the Parties' cooperation in connection with the Project, whether or not specifically marked as confidential by the disclosing Party. Confidential Information includes, but is not limited to, any business, technical, technological, financial, commercial or operational information, specifications, plans, blueprints, sketches, models, charts, graphs, samples, data, computer programs, etc. Confidential Information provided by either Party shall be deemed to be Confidential

Information that has been provided directly by the Party, its Affiliates, Insiders or other designated agents, including business partners of the Party who have provided the Confidential Information to the other Party pursuant to the agreement, consent or direction of the providing Party.

1.2 For the purposes of this Agreement, an **Internal Person** means (i) any natural person – an employee of the Party as defined in Act No. 311/2001 Coll. on the Labour Code, as amended, and (ii) any member of the bodies of the relevant Party that the Party has or expressly may have by virtue of the relevant legislation governing its establishment, formation, operation and dissolution.

1.3 For the purposes of this Agreement, **Commercial Code** means Act No. 513/1991 Coll., the Commercial Code, as amended.

1.4 For the purposes of this Agreement, a **working day** means any day other than Saturday, Sunday and public holidays.

1.5 For the purposes of this Agreement, **Project** means all legal relations arising between the Parties in the framework of their cooperation in any field and on any project, transaction, business activity, etc., regardless of their subject matter or content, within the framework of:

1.5.1 pre-contractual negotiations, regardless of whether a contractual relationship is entered,

1.5.2 contractual relations,

1.5.3 relationships after the termination and effectiveness of any contract or agreement between them; and

1.5.4 any communication, correspondence, etc.

1.6 For the purposes of this Agreement, **Specially Protected Information** means such Confidential Information that:

1.6.1 are processed by either Party in any of its information systems or other systems or in any tangible or intangible form which are personal data as well as any other data or information which is protected by specific legislation; or

1.6.2 information, data and facts in the possession of any Party which are subject to the specific rights of that Party under the relevant legislation, but not limited to intellectual property rights (copyright, industrial rights, know-how, etc.), trade secrets, etc.

1.7 For the purposes of this Agreement, a **related party** means all entities that are:

1.7.1 are controlled persons in relation to any Party within the meaning of Section 66a of the Commercial Code; or

1.7.2 are controlling persons in relation to any Party within the meaning of Section 66a of the Commercial Code; or  
1.7.3 any Contracting Party has any interest, contribution, participation, etc. therein by virtue of which it is deemed to be its founder, partner, member, etc.; or  
1.7.4 have in any Contracting Party any share, contribution, participation, etc., by virtue of which it is deemed to be its founder, partner, member, etc.; or  
1.7.5 are related in property and/or personnel such that the position created by such relationship is comparable and/or analogous to the relationships under Clauses 1.7.1 to 1.7.4 in this Article 1 of the Agreement.

## **ARTICLE 2 SUBJECT MATTER OF THE AGREEMENT**

2.1 The subject matter of this Agreement is to govern the mutual rights and obligations of the Parties with respect to any disposition of Confidential Information (i) provided by the Parties to each other during their cooperation on the Project, or (ii) to which any Party has been provided and/or given access under the Project.

2.2 For the avoidance of any doubt, this Agreement does not in any way:

- 2.2.1 a license agreement for the use of Confidential Information; or
- 2.2.2 a future contract for the Project or any part thereof, nor
- 2.2.3 an alienation agreement pursuant to which there is any transfer of any property, rights, assets or property values in any way related to the Confidential Information.

## **ARTICLE 3 RIGHTS AND DUTIES OF THE CONTRACTING PARTIES**

3.1 The Parties undertake:

- 3.1.1 to use the Confidential Information solely in connection with the Project and in accordance with this Agreement, any other agreements between the Parties and fair dealing, and not to use the Confidential Information in any manner whatsoever other than as expressly provided for in the Project, any other contracts or agreements between the Parties or this Agreement, in particular not for their own benefit or the benefit of third parties, unless otherwise agreed by the Parties or expressly provided for in the Project or any other agreements between the Parties,
- 3.1.2 maintain the confidentiality of the Confidential Information but not limited to, not to disclose and/or disclose it in any manner inconsistent with this Agreement,
- 3.1.3 disclose Confidential Information to any third party only with the mutual written consent of the other Party in advance, and for the specifically identified purpose, to the specifically identified extent and to the specifically identified person, except as otherwise expressly provided in this Agreement in Article 4 hereof,
- 3.1.4 protect the Confidential Information from unauthorized use, disclosure, dissemination or disclosure, whether in whole or in part, or disclosure to third parties, in violation of this Agreement,

3.1.5 not to make copies of materials containing Confidential Information in any form that have been given or otherwise entrusted to it without the prior written consent of the other Party for the predetermined purpose, unless it is necessary in connection with the Project,

3.1.6 disclose, reproduce, copy, collect or distribute the Confidential Information, in whole or in part, solely in accordance with this Agreement,

3.1.7 take and observe appropriate technical, technological, personnel, organizational and other measures necessary to protect the Confidential Information provided or made available to it from unauthorized manipulation, but at least such measures as would ordinarily and reasonably be taken by an entity similarly situated acting with due professional care to protect and safeguard the Confidential Information,

3.1.8 return any originals, copies, reproductions or other summaries/abstracts/reviews of the Confidential Information to the disclosing Party upon request; all documents, deeds, notes and other writings, as well as electronic versions or copies thereof, in particular, but not limited to email, computer files, regardless of the form of expression (in a readable version or machine code), which have been made on the basis of the Confidential Information provided by the other Party and/or any third party, to whom such Party has further disclosed Confidential Information, including Insiders or Related Persons, shall be destroyed at the request of the Party disclosing the Confidential Information and such destruction shall be confirmed in writing to the disclosing Party; and

3.1.9 refrain from taking any action that would be likely to compromise in any way the protection of the Confidential Information negotiated within the scope of this Agreement or the related protection of other rights of the other Party.

3.2 The Parties shall at the same time

3.2.1 specifically represent that they are not entitled to inspect any Specially Protected Information unless such Specially Protected Information is related to the Project and its legitimate use is expressly implied from the Project and this Agreement, and that in such event of any such inspection, they will protect it at least as much as the Confidential Information,

3.2.2 in connection with Section 3.2.1 of this Article 3 of the Agreement, agree to refrain from any access, entry into or interference with the other Party's information systems or other media or databases, etc., in which the Specially Protected Information is stored, to which they would have access and could thereby become acquainted, regardless of the form and format of such Specially Protected Information,

3.2.3 declare that in the event that such Specially Protected Information should become known to the other Party by any means other than breach of this Agreement, within the Project or by accident, the Party concerned undertakes to protect, preserve and maintain such Specially Protected Information as appropriate, not to disclose it to any third party or to deal with it in the manner required by the applicable law in such case, in particular to take the necessary steps to preserve it as an object of the other Party's rights and not to use it to any extent for its own benefit or for the benefit of third parties in any way; and

3.2.4 declare that, in the event that either Party derives from the Project and this Agreement the right to use the Specially Protected Information to any extent and in any

manner, the Party to whom they have been provided shall have only those rights which expressly derive from the Project, this Agreement and the applicable law; for the avoidance of any doubt, this Agreement does not grant to the other Party a license in any respect to the legitimate use thereof, or to use the same as a proprietary right or goodwill, etc., shall not be transferred to any extent whatsoever.

**ARTICLE 4**  
**LICENCES TO DISCLOSE OR PROVIDE**  
**CONFIDENTIAL INFORMATION AND EXEMPTIONS**

4.1 A Party shall not be under an obligation of confidentiality under this Agreement with respect to Confidential Information that it can reliably demonstrate to the extent in question because of relevant evidence:

4.1.1 that such information was generally known at the time of the execution of this Agreement or became generally known otherwise than by breach of this Agreement or other wrongful act, or which is obtainable from means of information generally available at the date of execution of this Agreement otherwise than by breach of this Agreement or other wrongful act; or

4.1.2 that such Confidential Information is the subject of a written agreement or written consent pursuant to Section 3.1.3 of Article 3 of this Agreement to the extent affected; or

4.1.3 that the obligation to provide, disclose or publish the Confidential Information is imposed by generally applicable law or has been imposed by an authorised public authority pursuant to a procedure under generally applicable law; or

4.1.4 that the obligation to disclose, make available or publish it is a condition under general law for the effectiveness of any contracts containing, inter alia Confidential Information, as from the time when such fact has occurred. In such case, the Party concerned shall promptly inform the other Party of the occurrence of an obligation to disclose Confidential Information to a third party, specifying the scope of such obligation and the reason for it.

4.2 The use of necessary Confidential Information in any judicial, arbitration, administrative or other proceedings brought for the purpose of exercising rights under this Agreement shall not be deemed to be a breach of an obligation under this Agreement. In such case, the Party concerned shall promptly inform the other Party of the occurrence of an obligation to disclose Confidential Information to a third party, specifying the scope of such obligation and the reason for it.

4.3 Either Party shall be entitled to disclose or make available Confidential Information to its Insiders without the need for the other Party's written consent pursuant to Clause 3.1.3 of Article 3 of this Agreement or the obligation to notify the other Party that such has occurred. In such case, the Party concerned shall be obliged to demonstrably ensure that

4.3.1 Internal persons to whom Confidential Information have been provided or disclosed have been advised of the affected Party's obligations under this Agreement and the Project; and

4.3.2 the Internal Persons to whom the Confidential Information has been provided or disclosed have a contractually imposed duty of confidentiality and protection of the Confidential Information at least to the extent of the affected Party's obligations under this Agreement, unless such duty is expressly imposed on them by law by virtue of their legal relationship with the affected Party.

4.4 Either Party shall be entitled to disclose or make available Confidential Information to its Affiliates to the extent necessary, provided that such Affiliates:

4.4.1 participate in the Project; or

4.4.2 it is demonstrably necessary for the exercise of joint or mutual control between the Related Party and the Party concerned, based on internal documents; or

4.4.3 it is demonstrably necessary for the maintenance of joint records, based on law or internal documents; or

4.4.4 it is demonstrably necessary for the exercise of other rights in connection with the interconnection between the Contracting Party concerned and its Related Party, based on law or internal documents.

4.5 If Confidential Information is disclosed pursuant to Section 4.4 of this Article 4 of the Agreement, the Affected Party shall demonstrably provide:

4.5.1 that the Related Parties to whom the Confidential Information has been provided or disclosed have been advised of the obligations of the affected Party under this Agreement and the Project,

4.5.2 the Related Persons to whom the Confidential Information has been provided or disclosed have a contractually imposed duty of confidentiality and protection of the Confidential Information at least to the extent of the affected Party's obligations under this Agreement, unless such duty is expressly imposed on them by law by virtue of their legal relationship with the affected Party, and

4.5.3 written notification to the other Party that such disclosure or release of Confidential Information has occurred, together with the reason for the disclosure or release pursuant to Section 4.4 of this Article 4 of the Agreement, no later than 3 Working Days after the disclosure or release.

4.6 If the Confidential Information is to be disclosed to any third party to whom the cases under clauses 4.3 to 4.5 of this Article 4 of the Agreement do not apply, including Internal Persons or Related Persons for whom the conditions and obligations under clauses 4.3 to 4.5 of this Article 4 of the Agreement and other affected provisions of this Agreement, the provision of Clause 3.1.3 of Article 3 of the Agreement shall apply in full, i.e. the disclosure of Confidential Information shall require the prior written consent of the other Party.

4.7 The provisions of this Article 4 of the Agreement shall not be applied to the extent appropriate to the Specially Protected Information in the event that the application of any of its provisions would jeopardize and/or violate any rights of the Party concerned arising out of and/or relating to the Specially Protected Information or in any way cause a worsening of the position of the Party concerned, in particular, but not limited to, the imposition of penalties, special obligations.



**ARTICLE 5**  
**OBLIGATIONS IN THE EVENT OF A BREACH OF THE**  
**AGREEMENT**

5.1 The Parties shall have a duty to each other to notify each other of each and every instance of breach of this Agreement (hereinafter also referred to as "*Event of Breach*" in the relevant grammatical form), i.e., the breaching Party or the Party that has disclosed or made available Confidential Information to a third party that has breached the protection of the Confidential Information pursuant to this Agreement shall notify the other Party in a proper and timely manner.

5.2 For the avoidance of doubt, an Event of Breach of this Agreement shall be deemed to be any breach of the terms of this Agreement, regardless of its severity, consequences or duration.

5.3 The Parties declare that the following Events of Breach of this Agreement shall be deemed to constitute a material breach of this Agreement (hereinafter referred to as "*Material Events of Breach*" in the appropriate grammatical form):

5.3.1 disclosure, dissemination, forwarding of, or allowing access to, Confidential Information to a third party in violation of the terms of this Agreement by the Party to whom it was disclosed,

5.3.2 the publication, posting or displaying of Confidential Information in any public place by the Party to whom it has been disclosed,

5.3.3 misuse of the Confidential Information by the Party to whom it has been disclosed for purposes outside the Project; and

5.3.4 loss, theft or damage to the Confidential Information or tangible media of the Confidential Information caused by the offending Party, i.e. the Party to whom it was disclosed, regardless of fault.

5.4 A Party shall have a notification obligation under Section 5.1 of this Article 5 of the Agreement in each individual Event of immediately after it became aware of the Event of Breach or, in the exercise of due diligence, could have become aware of the Event of Breach.

5.5 The Parties agree to conduct periodic internal preventive inspections of compliance with this Agreement from time to time during the term and effectiveness of this Agreement and to make a written record thereof. Upon request, such written record shall be delivered to the other Party.

5.6 The Parties undertake to allow the other Party, upon request, to conduct an internal audit or monitoring of the handling or use of the Confidential Information and to provide it with all necessary assistance for this purpose.

5.7 The Parties undertake to provide each other with the maximum possible cooperation in the Event of Breach and to take all necessary actions themselves, to:

5.7.1 the consequences of the Event of Breach can be remedied as effectively as possible,

5.7.2 bring the Event of Breach to an end,

5.7.3 preventive steps are taken to ensure that such an Event of Breach does not recur,

5.7.4 investigate the Event of Breach but not limited to, the conditions and reasons under which the Event of Breach occurred and identify the persons whose actions gave rise to the Event of Breach and hold such persons accountable.

5.8 The Parties declare that they acknowledge that a breach of the provisions of this Agreement can cause irreparable consequences and irreparable damage or damages, the value and amount of which are not compensable in money or are difficult to quantify, and which therefore accrue to either Party directly under this Agreement:

5.8.1 the right to withhold further Confidential Information; or

5.8.2 the right to prohibit any use or continued use of the Confidential Information; or

5.8.3 the right to otherwise equitably and lawfully protect the Confidential Information, provided that the affected Party shall be entitled to these rights without any prejudice to any other rights under this Agreement or applicable law, including but not limited to general remedies, compensation for any costs associated therewith, damages, punitive damages.

**ARTICLE 6**  
**LIABILITY AND PENALTIES**

6.1 If a Party breaches its obligation and/or duties under this Agreement, it shall be liable to the other Party for damages caused thereby.

**ARTICLE 7**  
**COMMUNICATION**

7.1 All communications and other necessary and/or voluntary correspondence made in accordance with this Agreement (hereinafter referred to as "*Notices*") shall be made in writing.

7.2 In consideration of their importance, Notices may be delivered in the following manner:

7.2.1 by hand, with written confirmation of delivery to the addressee; or

7.2.2 by courier; or

7.2.3 by registered post-delivery; or

7.2.4 by facsimile, or

7.2.5 by e-mail

using the following contact details:

For TIPOS:

Address: Brečtanová 1, 830 07 Bratislava

Fax: -

e-mail: [legal@tipos.sk](mailto:legal@tipos.sk)

to: -

For AKANIS:

Address: ZAC du Levant - Bâtiment A2, 333 rue Marguerite Perey, 77127 Lieusaint, France

e-mail: [contact@akanis.tech](mailto:contact@akanis.tech)

to: -

or to such other addresses or facsimile numbers or e-mail addresses as the Parties may notify to each other in accordance with the foregoing.

7.3 For purposes of this Agreement, Notices or other correspondence shall be deemed to have been delivered on:

7.3.1 delivery, if personally delivered; or

7.3.2 confirmation of delivery by the addressee if delivered by courier; or

7.3.3 confirmation of delivery to the addressee if delivered by registered post; or

7.3.4 the confirmation of transmission of the fax message, if delivered by fax, or

7.3.5 the date of confirmation of receipt of the e-mail, if delivered by e-mail.

7.4 In the event of any doubt as to the delivery of the Notice, the Notice shall be deemed to have been delivered upon expiry of the collection period for collection of the Notice by the postal carrier Slovenská pošta, a.s., with registered office at Partizánska cesta 9, 975 99 Banská Bystrica, ID No: 36 631 124.

## **ARTICLE 8 DURATION OF THE AGREEMENT**

8.1 This Agreement shall enter into force and effect on the date of its signature by both Parties.

8.2 This Agreement is concluded for an indefinite period.

8.3 This Agreement may be terminated by either Party, including without cause, no earlier than 10 calendar years after the date of this Agreement, but not before the termination of any contracts or agreements then in force and effect between the Parties to which the Confidential Information relates, relates or is contained in the Confidential Information.

8.4 The Parties agree that even in the event of termination of the Agreement pursuant to the provisions of Clause 8.3 of this Article 8 of the Agreement, the following provisions of this Agreement shall remain in force and effect, i.e., they shall be negotiated as open-ended obligations of the Parties within the meaning of the provisions of Section 582(2) of Act No. 40/1964 Coll. of the Civil Code, as amended:

8.4.1 Articles 3, 4 and 5 of this Agreement; and

8.4.2 other provisions of this Agreement, the nature of which makes it clear in view of the purpose and intent of this Agreement.

## **ARTICLE 9 FINAL PROVISIONS**

9.1 This Agreement may be amended or supplemented only in writing in the form of an amendment signed by both Parties.

9.2 This Agreement shall be drawn up in 4 counterparts, each of which shall have the legal effect of an original, each of the Parties receiving 2 copies.

9.3 This Agreement contains the entire agreement relating to the subject matter of this Agreement. This Agreement supersedes any previous offers, correspondence and communications made between the Parties, whether written or oral. However, the Parties agree that if any other contract or agreement between them in connection with the Project warrants greater protection of Confidential Information, such contract or agreement shall prevail over this Agreement to the extent affected.

9.4 In addition to the defined terms set forth in Article 1 of this Agreement, where a defined term is used in this Agreement, such term shall have the meaning ascribed to it in the applicable definition in this Agreement. Unless the context otherwise requires, in this Agreement:

9.4.1 any reference to a Person (including a Party) shall include its successors and assigns and transferees of the rights or obligations, who have become assignees or transferees of the rights or obligations in accordance with this Agreement, of the Party whose rights or obligations they have entered; and

9.4.2 each reference to any document means the relevant document as amended or otherwise modified, including novations.

9.5 The headings of the Articles in this Agreement are for convenience of reference only and shall not affect the content, meaning or interpretation of this Agreement.

9.6 For the avoidance of doubt, where the terms "disclose" or "provide" or any synonym thereof are used in this Agreement, such terms shall be construed for the purposes of this Agreement to mean, always, the active disclosure of, or the provision of access to, Confidential Information in any form, by any means, etc., regardless of which of such terms is used.

9.7 This Agreement shall be governed by the laws of the Slovak Republic. However, the Parties agree that the use of any provision of any law of the Slovak Republic which is not mandatory is expressly excluded to the extent that its use would alter the meaning or purpose of any provision of this Agreement.

9.8 In accordance with the provisions of Section 262 of the Commercial Code, the Parties agree that this Agreement is subject to modification under the Commercial Code and has been entered into pursuant to the provisions of Section 269(2) of the Commercial Code and Section 271 of the Commercial Code.

9.9 The Parties declare that the persons signing this Agreement on their behalf are fully authorised and competent to do so, which shall validly and effectively bind the Party for whom they are acting.

9.10 Each Party shall bear its own costs in connection with the preparation and execution of this Agreement.

9.11 Either Party may waive any of its rights under this Agreement (both permanently and temporarily, both in whole and in part, and both unconditionally and subject to one or more conditions) by written notice delivered to the

other Part. Failure to take any action to exercise a right shall not be deemed a waiver of the right.

9.12 The Parties declare that no rights and/or obligations may be assigned to another person without the prior written consent of the other Party.

9.13 The Parties declare that this Agreement is concluded in accordance with the law of the Slovak Republic and that no part of it violates any rights and legitimate interests of third parties.

9.14 Each provision of this Agreement shall, as far as possible, be interpreted as being effective and valid under applicable law. However, to the extent that any provision of this Agreement is unenforceable or invalid under applicable law, it shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect. In the event of such unenforceability or invalidity, the Parties shall negotiate in good faith to agree on such amendments or modifications to this Agreement as are necessary to carry out the intent of this Agreement considering such unenforceability or invalidity. The Parties simultaneously represent that the contents of this Agreement are the result of negotiations between the Parties and all expressions and terms used in this Agreement have been mutually proposed and accepted by both Parties.

9.15 The Parties hereby declare that they have carefully read the text of this Agreement, have understood its contents, which express their free, serious and certain will without any defect, and in token thereof affix their signatures. By their signature, the Parties confirm that the Agreement has not been concluded under duress or on conditions which are manifestly unfavourable.

In Bratislava on \_\_\_\_\_.\_\_\_\_\_.2024  
For TIPOS

.....  
JUDr. Ing. Peter Dedo, Chairman  
TIPOS, národná lotériová spoločnosť, a. s.

.....  
Ing. Adriana Bujdáková, Vice-Chairman  
TIPOS, národná lotériová spoločnosť, a. s.

In Lieusant on \_\_\_\_\_.\_\_\_\_\_.2024  
For AKANIS

.....  
Emmanuel Larroumet, CEO  
AKANIS TECHNOLOGIES

## ANNEX 5

### TO THE PURCHASE CONTRACT FOR LOTTERY DRAWING MACHINES AND PROVISION OF RELATED SERVICES

#### ENSURING INFORMATION SECURITY MANAGEMENT WITHIN THE CONTRACTUAL RELATIONSHIP

##### 1. Information security event management

The management of information security events results from the fulfilment of TIPOS information security requirements within the framework of the contractual relationship with the Provider, by identifying the occurrence of a system, service or network condition indicating a possible information security breach, failure of security measures or a previously unknown situation that may be relevant in terms of security, and is implemented in this way:

- monitoring and identifying the occurrence of information security events (e.g. potential information security incident, opportunity for improvement, information security weakness, etc.),
- notifying TIPOS of the occurrence of an information security event to the following electronic address [[security@tipos.sk](mailto:security@tipos.sk)], providing at least the following initial information – date and time of occurrence of the event, description of the event,
- notification of the activities carried out to isolate the information security event,
- notification of the actions taken to remediate the cause and restore the affected system, service or network,
- sending relevant evidence of the information security incident to this email address [[security@tipos.sk](mailto:security@tipos.sk)] upon TIPOS' request.

##### 2. Access Control

The Provider is obliged to ensure the regulation of physical access, i.e. to prevent unauthorised persons from accessing the information and information systems (hereinafter referred to as "IT systems") within which TIPOS information is processed. The term "access" means physical access by persons to buildings and facilities where IT systems are operated and used. These may include, for example, computer centres where web servers, application servers, databases, main servers and data storage systems are located, as well as office areas where employees work with computers. These facilities also include facilities that house network components and network cables. Unauthorised access must be reported to the Customer in accordance with point 1.

The access control process arises from the fulfilment of TIPOS' information security requirements to ensure access to TIPOS' information, processing facilities or processes in the performance of the contractual relationship with the Provider and is implemented in the following manner:

- by processing a request to provide access to information, means of processing or processes of an employee of the Provider, in compliance with the "need to know" principle, to the extent necessary for the performance of the Contract,

- by granting the Provider's employee access to the information, means of processing or processes,
- ensuring that the Company's information is stored securely on secure systems and, if in paper form, in locked cabinets,
- blocking access to the information, its means of processing or processes to ensure an emergency regime in the event of a suspected or occurring security incident,
- unblocking access to information, processing facilities or processes to TIPOS employees as a result of the resolution of a security incident,
- revoking access to information, processing facilities or processes upon termination of the Contract.

### 3. Management of the use of information

The use of information, processing facilities or processes of TIPOS by authorised employees of the Provider shall only be possible subject to compliance with the following obligations:

- to use the information, means of processing or processes only for the performance of the subject matter of the Contract,
- to comply with information security requirements and procedures for the proper use of information, means of processing or processes,
- to inform of any discrepancy between the requested and implemented access to the information, means of processing or processes in accordance with point 1,
- adhere to the rule of selecting a secure password (minimum 11 characters),
- sending data only in encrypted form (password sent by SMS),
- protect the authentication means (password) from being disclosed to another person,
- report any security incidents within the meaning of point 1,
- store and transmit sensitive TIPOS data only in encrypted form.