



## ANNEX 7

### ORANGE'S GUARANTEE FOR SUPPLIER'S UNPAID VAT

1. Once ORANGE is liable to pay value added tax (hereinafter as „VAT“) considered to be unpaid under § 69b Act No. 222/2004 Coll. on Value added tax as amended (hereinafter as „act“), for which ORANGE is a guarantor under § 69b of act, the contractual parties declare that ORANGE shall be entitled
  - to request payment of contractual penalty by supplier in the amount of tax imposed to ORANGE under § 69b of act (hereinafter as „unpaid tax“) immediately after an appeal is delivered by ORANGE or
  - unilaterally set off the sum in the amount of unpaid tax to its existing or future obligation towards supplier; ORANGE is entitled to execute his right towards any existing contractual relationship with supplier.
2. Simultaneously to the section 1. of this article ORANGE is entitled to request payment of contractual penalty by supplier in the amount of 10% of unpaid tax in case the obligation of ORANGE under the section 1. shall arise.
3. In case any damage occurs to the ORANGE arising from any reasons stated under this article overlapping the sum paid by supplier as contractual penalty, ORANGE is entitled to damage compensation.
4. In case tax office refunds unpaid tax to ORANGE due to settlement of this tax by supplier ORANGE shall be obliged to refund contractual penalty paid by supplier under section 1. of this article or shall be obliged to pay its due obligation towards supplier which has been set off towards claim of ORANGE arising from unpaid tax.
5. Supplier shall be obliged to prove non-existence of any tax debt by submitting declaration issued by tax administrator not older than 1 month anytime during the validity of this contract or any other valid contract concluded between contractual parties.
6. ORANGE is entitled to withdraw from this contract any time after supplier is published in registry as defined bellow. The withdrawal shall be effective immediately upon the delivery of the written withdrawal.
7. If supplier's name is published or becomes published in the registry of persons to whom reasons for invalidation of VAT registration exist under § 81 sec. 4 lett. b) second bullet of act by the Financial Headquarters of the Slovak Republic (hereinafter as „registry“), contractual parties declare that ORANGE is entitled to ask for collateral for VAT in the amount of VAT determined by order paid in advance to the account of ORANGE before sending such order. Collateral under this section shall be paid to supplier within 30 days after relevant VAT arising from delivered performance provided by ORANGE is paid and such a fact shall be proved by supplier.
8. If supplier becomes published in the registry during validity of this contract ORANGE is entitled to withdraw from undelivered (fully or partially) order sent upon this contract with immediate effect as of date of the delivery of the written withdrawal and
  1. return delivered performance provided by supplier, request financial refund of amount paid to supplier if such amount has been paid up and simultaneously



request contractual penalty in the amount of 10% of the price determined by order;  
or

2. keep delivered performance provided by supplier, pay part of the price of delivered performance decreased by the relevant sum of VAT determined by price relevant to delivered performance (hereinafter as „retention“) and request payment of contractual penalty from supplier in the amount of 10% of the price determined by order. ORANGE shall be obliged to refund retention to supplier within 30 days after relevant VAT arising from delivered financial performance provided by ORANGE is paid and such a fact shall be proved by supplier.
9. The rights and obligations under this annex (this article) remain valid and effective for a period of 10 years after termination of this contract.