

General Terms and Conditions of Purchase

Date: March 25, 2021

1. **Scope**

- 1.1 These General Terms and Conditions of Purchase (further also referred to as the "GTCP") apply to all contracts concluded between Arvato Polska sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 65/79, 00-697 Warsaw, entered into the Register of Businesses of the National Court Register (KRS) kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register, under KRS No.: 0000007209, NIP (Tax ID): 5270203276, REGON (Business ID): 011073542, share capital: 19,326,500.00 PLN (further referred to as the "Ordering Party") and the supplier (further referred to as the "Supplier") the subject of which is the purchase by the Ordering Party of the Supplier's products or services from among products or services that are delivered or performed as part of the Supplier's current business activity.
- 1.2 Any of the Supplier's own general terms and conditions of business, including those that are in conflict with these GTCP are hereby expressly excluded, even in cases where the Supplier requires exclusions to be expressed in a particular form. To the contracts between the Ordering Party and the Supplier only these General Terms and Conditions of Purchase shall apply (a defensive clause). The acceptance of deliveries and services does not in any way constitute recognition of the Supplier's general terms and conditions.
- 1.3 Any changes to the GTCP, as well as any side or additional arrangements require unanimous declarations of the Parties' will, expressed in writing or otherwise null and void; the same applies to any resignation from the requirement of the written form. If the Ordering Party and the Supplier are bound by a written contract, the provisions of such a contract shall prevail over the provisions of the GTCP.

2. **Ordering**

- 2.1 The orders constitute the Ordering Party's offer to conclude a contract with the Supplier in order to secure the delivery of the product(s) or the service(s) from the Supplier against the price or remuneration specified in the order (further referred to as the "Order") or, if they are not specified in the Order - in accordance with the Supplier's price list.
- 2.2 All Orders, as well as changes to the Orders or additional Orders shall be submitted by the Ordering Party in writing or by e-mail, via an online ordering system, or an EDI (Electronic Data Interchange) system. Orders other than submitted in writing and sent by

the Ordering Party to the Supplier on a business day by 02.00 pm are deemed submitted on the day they were sent, whereas Orders sent after 02.00 pm are deemed sent on the Supplier's first business day following the day they were sent. The Supplier may submit reservations to the Order within 2 business days after their submission. All Orders placed by the Ordering Party are binding for the Supplier, unless it submits reservations within the time limit referred to in the preceding sentence.

- 2.3 The Ordering Party is entitled to make alterations to deliveries or agreed services, provided that the Supplier does not object thereto. The effects of such alterations must be taken into account accordingly, especially in terms of differences in cost and deadline alterations.
- 2.4 The Supplier is only entitled to provide deliveries or services in part with the prior written consent of the Ordering Party; in such cases, the remainder of the Order must be specified in detail on the delivery note.
- 2.5 Any written or similar correspondence from the Supplier regarding a given Order should include the SAP Order number or other relevant number provided on the Order form, and should be sent to the Ordering Party's employee responsible for the purchase described in the Order.

3. **Prices**

All prices (or remuneration) include all additional costs, in particular transport, packing, insurance, customs duties, and delivery costs, and are VAT exclusive. If, following the conclusion of the contract, but before a product is delivered or a service performed, the Supplier reduces its prices (or remuneration), the Ordering Party shall also benefit from such reductions, which means that it will be obliged to pay a reduced price (or remuneration).

4. **Delivery, packing, proof of origin, acceptance**

- 4.1 The date and place of delivery is always specified in the Order.
- 4.2 The Supplier is obliged to perform deliveries on its own to the place indicated by the Ordering Party in the Order, between Monday to Friday, from 8.00 am to 6:00 pm, unless the Order specifies otherwise.
- 4.3 While performing the contract, the Supplier is fully responsible for the application of appropriate environmental procedures. The Supplier is obliged to comply with the applicable technological regulations and European and Polish laws and legal regulations, as well as any other laws and regulations applicable at the place of

performance, in particular regulations pertaining to environmental protection, fire safety, hazardous materials, hazardous goods and accident prevention. The Supplier is obliged to comply with generally recognised rules for occupational health and safety. The Supplier is responsible for correctly securing and marking the products that it delivers.

- 4.4 The Supplier must enclose all the necessary delivery papers with the delivery. The delivery papers must specify the delivery address, the SAP Order number or other number stated on the Order form, the Order item numbers, the name of the Ordering Party's employee responsible for processing the purchase, the ordered quantity and the delivery quantity, the weight of the shipment and any other information relevant to the delivery. Missing or incomplete delivery papers constitute sufficient grounds for the Ordering Party to refuse the acceptance of a delivery.
- 4.5 Products must be packed properly in accordance with standard commercial practice using environmentally friendly packaging materials to the extent possible. If the Ordering Party stipulates special product packaging instructions, it shall be entitled to refuse the acceptance of the delivery if said instructions are not observed. Product packaging must be selected in such a way that it can be disposed of by the Ordering Party at no additional cost. Recyclable packaging must be used wherever possible. If such packaging is used, this must be clearly stated and marked accordingly on the packaging by the Supplier. Recyclable packaging materials shall be provided and returned at the risk and expense of the Supplier.
- 4.6 In the case of products intended for further sale or dispatch by the Ordering Party to a country other than the Republic of Poland, the Supplier shall provide all necessary documents for that purpose, including a written declaration regarding the origin of the products in accordance with customs law and on appropriate forms. Such a declaration shall be sent by the Supplier to the Ordering Party with the first delivery at the latest. The Supplier shall ensure that the products it delivers comply with all the applicable legal regulations and, for deliveries to countries other than the country of origin, the applicable provisions in the destination country.
- 4.7 The products delivered become the property of the Ordering Party at the time of their handover to the Ordering Party.

5. **Qualifications**

The Supplier shall perform its contractual obligations with the utmost diligence that can be expected from it, given the professional nature of its business.

6. **Personnel**

- 6.1 The Supplier warrants that it is appropriately prepared and experienced to perform its contractual obligations in an appropriate manner, and that for the performance of such obligations it will only use appropriately qualified and trained personnel with appropriate equipment so as to ensure the expected service level in accordance with item 5 of the GTCP.
- 6.2 The Supplier shall always use its personnel (employees, business partners and any other persons acting on its behalf and for its account when performing the contract with the Ordering Party) in order to complete the agreed deliveries and services. The personnel shall have valid employment contracts or civil law contracts signed with the Supplier, and shall be paid for their work in accordance with the applicable regulations. The Supplier shall instruct its personnel to adhere strictly to the regulations pertaining to occupational safety, the protection of young employees at work and the applicable legal and official restrictions. The Supplier shall constantly monitor its personnel to ensure their compliance with the aforementioned regulations.
- 6.3 The Supplier may entrust the delivery of a product or the performance of a service, in whole or in part, only to a suitable and reliable subcontractor. The Supplier shall be strictly liable for all actions, defaults and omissions of its subcontractors or other members of its personnel, and for the resulting damage as for its own actions, defaults and omissions. The Supplier shall ensure that its subcontractors and other members of its personnel commit themselves to maintaining the confidentiality and privacy of the data, in particular that they consent to maintain the confidentiality and privacy of data in accordance with the rules agreed between the Ordering Party and the Supplier. Entrusting the performance of a service or the delivery to subcontractors or other members of the Supplier's personnel does not limit the obligations of the Supplier nor does it constitute grounds for claims by subcontractors or other members of the Supplier's personnel towards the Ordering Party.
- 7. Delays, contractual penalties**
- 7.1 The Supplier is responsible for keeping the agreed deadlines for the performance of its obligations. The Ordering Party is entitled to charge the Supplier a contractual penalty for each and every delay in the delivery of a product or the performance of a service in relation to the contractual time limit in the amount of 1% of the relevant Order value for each day of delay, not higher, however, than 100% of the Order value. The Ordering Party may claim damages in excess of the stipulated contractual penalty. Any additional claims arising from delays shall remain unaffected by this provision.

The Supplier is obliged to immediately notify the Ordering Party of each and every foreseeable delay.

The unconditional acceptance of and payment for a delayed delivery or service does not imply a waiver of any claims the Ordering Party is entitled to make due to the delay in delivery or provision of the service.

- 7.2 The Supplier that provides services or stays on the premises of the Ordering Party in connection with the contract, shall be obliged to observe the occupational health and safety rules applicable on the Ordering Party's premises, in particular as expressed in the provisions of the 'Occupational Health and Safety Instructions for Subcontractors' and 'Basic Principles of Safety at Work' appended to the GTCP. The Supplier shall be fully responsible for ensuring that the personnel it uses to perform the contract are familiar with these rules and that they comply with them. The Ordering Party shall have the right to remove the Supplier's personnel or the personnel of its subcontractor from the works performed or remove them from the site if they violate the health and safety rules applicable on the site. Any possible delays due to this fact shall be treated as delays caused by the Supplier. The Ordering Party has the right to charge the Supplier with a contractual penalty in the amount of PLN 100 for each case of single violation of health and safety rules that are in force on the Ordering Party's premises. The Ordering Party has the right to claim damages exceeding the amount of the reserved contractual penalty.

8. Statutory warranty, quality assurance, risk of loss, substitute performance

- 8.1 Exclusions of statutory warranty are ineffective. Liability under the statutory warranty has not been limited or excluded by the Parties in any way.
- 8.2 In the case of delivery of a product by the Supplier to a place other than indicated by the Ordering Party in the Order, the Supplier shall bear all costs that may arise due to transport of the Order by the Ordering Party to another location following the takeover of the product.
- 8.3 The Supplier warrants that all products that it delivers are safe, new, free from any defects, may be used in accordance with their intended purpose, and meet all requirements provided for in the applicable regulations and standards, and are delivered in accordance with the Ordering Party's Orders and other provisions of the contract.
- 8.4 Without prejudice to any other rights vested in the Ordering Party, if the Supplier is late with the performance of its contractual obligations, the Ordering Party may entrust the performance to another entity or perform independently, at the risk and expense of the

Supplier, notifying the Supplier accordingly, upon a prior e-mail request stating an additional deadline of 3 days to perform the obligation concerned (a substitute performance).

- 8.5 If occupational health and safety rules need to be taken into account in relation to deliveries and/or services, the Supplier must provide written notification to this effect.
- 8.6 Members of the Supplier's personnel who perform the tasks entrusted to them at the premises of the Ordering Party are obliged to obey the Ordering Party's rules of conduct, as well as any instructions which are appropriately displayed on a notice board or communicated by the Ordering Party's representatives responsible for such matters.

9. Invoicing and terms of payment, offsetting

- 9.1 The Supplier shall provide invoices stating the Order number, the name of the Ordering Party's employee responsible for the purchase, the quantity delivered and the prices, plus, if applicable - the SAP Order numbers or any other number stated in the Order form. If an incorrect invoice is submitted, the date of payment for such an invoice shall be extended by the number of days by which the receipt of a correct invoice by the Ordering Party was delayed.
- 9.2 The Ordering Party agrees to receive invoices, correcting invoices and duplicates thereof in electronic format, including as PDF files, which shall be always sent by the Supplier to the Ordering Party by e-mail to: kancelaria@arvato-scs.com unless the Ordering Party specifies in the Order a different e-mail address for the delivery of e-invoices. One e-mail may only contain one invoice. In the e-mail subject line, the Supplier shall state its name and the number and date of the invoice or correcting invoice. The date of receipt by the Ordering Party of an invoice, a correcting invoice or a duplicate thereof shall be the date when the document is received by the Ordering Party's server. If the Supplier sends an invoice, a correcting invoice or a duplicate thereof in electronic format, it shall be tantamount to its resignation from sending such documents in paper form.
- 9.3 Unless agreed otherwise, the payment shall be made within 30 calendar days of the Ordering Party's receipt of a correct invoice.
- 9.4 The payment of the price (or remuneration) resulting from the agreement, determined in Polish zloty, shall be executed with the application of the split payment mechanism referred to in the Act of 11 March 2004 on Tax on Goods and Services. The Supplier, entering into performance of the agreement, declares that the bank account indicated by the Supplier as appropriate for making such payment is the account for which a VAT account is kept in accordance with the provisions of the Banking Act of 29 August 1997.

- 9.5 In the case the price (or remuneration) that results from the agreement is determined in Euro, its payment shall be executed with the application of the split payment mechanism referred to in the Act of 11 March 2004 on Tax on Goods and Services in such a way that the net amount resulting from the invoice will be paid in Euro to the Supplier's bank account indicated in such invoice, kept in Euro, whereas the amount corresponding to the VAT tax will be paid in zlotys to the Supplier's bank account indicated in such invoice, kept in zlotys, whereas each payment concerning the amount corresponding to the VAT tax will be determined in whole as the VAT tax in the transfer order (with the whole amount designated for the VAT account). The Supplier, entering into performance of the agreement, states that the account kept in zlotys is the account for which the VAT account is kept in accordance with the provisions of the Banking Act of 29 August 1997.
- 9.6 In the case of deliveries which under separate regulations are subject to the obligatory split payment mechanism the payment resulting from the agreement will be made only after the Supplier indicates a bank account enabling such payment. The Supplier shall not claim any interest, penalties or damages from the Ordering Party in the event that non-payment or delay in payment is related to the impossibility of making payment using the split payment mechanism.

By executing the contract, the Supplier agrees to offset all claims of the Ordering Party towards the Supplier under the contract or any other contracts between the Parties, including the Ordering Party's future claims or claims that are not due yet with claims of the Supplier against the Ordering Party under the delivery contract or any other contracts between the Parties. To situations not regulated herein, the provisions of the Civil Code governing the offsetting of mutual claims (within the meaning of the Civil Code) shall apply.

10. **Force-majeure**

- 10.1 In the event of force majeure, which shall be understood as an extraordinary external event the occurrence and duration of which is beyond control of the Party and which could not have been foreseen or prevented in spite of due diligence, including actions by authorities and other parties, the contracting Parties will be released from their obligations for the duration of such disruptions, with the proviso that force majeure shall not include an event caused by the fault of the Party or a third party for which the Party is responsible. This shall also apply if the aforementioned events occur at a time at which the Party in question is experiencing a delay. The contracting Parties shall, within reason, notify each other accordingly of such situations and adapt their obligations in good faith to the changes in circumstances.

10.2 If force majeure lasts for more than 7 days or the contractual performance has become completely impossible, the Ordering Party shall have the right to terminate the contract.

11. **Security in the supply chain**

11.1 If the Supplier violates any customs terms or regulations, in whole or in part, or incorrectly fills in the documentation required by the applicable customs regulations, the Ordering Party shall have the right to terminate the contract with immediate effect as regards the delivery of the product or the performance of the service affected by the irregularity.

11.2 Furthermore, by concluding a contract, the Supplier indemnifies the Ordering Party, as far as legally permissible, against any claims made by third parties arising from a partial or complete failure on the part of the Supplier to fulfil its obligations - in particular obligations towards customs authorities - regardless of the legal basis of said claims. In the event of third party claims against the Ordering Party related to the performance of any obligation by the Supplier, the Supplier undertakes to join the Ordering Party in any pending proceedings, and bear all costs of such proceedings, in particular court costs and legal representation costs, and pay to a third party any final award related to the claim. Any further entitlement to damages and all other claims or rights shall remain unaffected by this provision.

11.3 The Supplier shall bear all costs incurred by the Ordering Party that arise from the Supplier's failure to correctly submit relevant documents or the Supplier's partial or complete failure to fulfil its obligations - in particular obligations towards customs authorities in accordance with the customs security declaration, including the costs of termination without notice.

12. **Supplier Code of Conduct**

By commencing the performance of the contract, the Supplier agrees to comply with all the applicable laws and regulations pertaining to accident prevention, employee health and safety and environmental protection in the provision of the agreed deliveries and services. Notwithstanding its other obligations, the Supplier shall observe the Code of Conduct for Suppliers of Arvato Polska sp. z o.o. All other provisions shall remain unaffected by this provision. The Code of Conduct for Suppliers of Arvato Polska sp. z o.o. can be downloaded from:

[https://download.arvato.pl/Kodeks podstepowania dla dostawcow Arvato Polska.pdf](https://download.arvato.pl/Kodeks_podstepowania_dla_dostawcow_Arvato_Polska.pdf)

13. **Procurement of energy services, products, equipment and energy**

In case of procurement of energy services, products and equipment that have, or might have an impact on significant energy use, products and services are evaluated with regard to their energy efficiency by the general procurement unit or the specific procurement unit.

To such extent, energy efficiency has an impact on the Ordering Party's procurement decision. Within similar characteristics, energy products and equipment with a higher energy efficiency will be preferred.

14. Confidentiality

14.1 The Supplier is obliged to:

- 1) refrain from disclosing, sharing, or otherwise transferring Confidential Information to any person or entity in any way, except for granting access to Confidential Information to designated persons who may need it in order to correctly perform the obligations within the framework of the Parties' cooperation;
- 2) refrain from using Confidential Information in any manner other than for the appropriate performance of its obligations, including refrain from using such information for indirect or direct benefits, or in any own or third party activities.

14.2 "Confidential Information" should be understood as all information concerning the Ordering Party or its business, information concerning the Parties' cooperation, as well as any information with economic value which the Supplier has obtained, irrespective of whether such information has been shared or obtained in oral, written, electronic, visual, magnetic or digital form, or in any other form whatsoever, and irrespective of the manner in or purpose for which the Supplier has come into its possession in connection with the Parties' cooperation or on the occasion of such cooperation, and irrespective of whether such information is identified as "confidential", "classified" or in a similar way.

14.3 Confidential Information shall not include any information:

- 1) that is commonly known;
- 2) that is intended for dissemination based on a written agreement between the Parties;
- 3) the disclosure of which is required by the applicable laws;
- 4) the disclosure of which is requested by a competent authority in the form and content provided for by law, but only to the extent necessary;

- 5) the disclosure of which is required for proper and correct performance of the contract concluded with the Ordering Party.

14.4 In order to properly comply with the confidentiality obligation referred to in 14.1 of the GTCP, the Supplier is obliged in particular to:

- 1) ensure an effective and appropriate protection of Confidential Information;
- 2) limit the number of persons authorised to access Confidential Information;
- 3) prevent unauthorised persons from access to Confidential Information;
- 4) prevent the modification or deletion of Confidential Information by unauthorised persons;
- 5) conduct training for employees, business partners, advisors, consultants and any other persons acting on behalf and for the account of the Supplier in performing the obligations within the framework of the Parties' cooperation, as well as any persons who have access to Confidential Information on the part of the Supplier regarding the confidentiality obligation and processing of Confidential Information (such training shall also include instructions on the prohibition of processing, sourcing and distribution of any Confidential Information by persons not explicitly authorised to do so);
- 6) irreversibly remove any records or fixations in any form (including magnetic and digital) of Confidential Information from any and all devices (including any and all media) that are not transferred or returned to the Ordering Party after the Parties' cooperation is completed and settled;
- 7) immediately notify the Ordering Party of all suspected or actual security breaches regarding Confidential Information.

14.5 The Supplier shall be strictly responsible for compliance with the confidentiality obligation regarding Confidential Information by members of its personnel, including its employees, business partners, subcontractors, as well as advisors, consultants, and any other persons acting on its behalf and for its account, as well as all persons who have had access to Confidential Information on the part of the Supplier, regardless of whether the Supplier approved such access. Acts or omissions of such persons shall be treated as acts or omissions of the Supplier, in particular as regards unauthorised processing, including obtaining and distribution of any Confidential Information. It is not allowed to restrict or exclude the Supplier's liability in this respect.

- 14.6 The Supplier is obliged to ensure that the confidentiality obligation is complied with in a correct way, and in case of infringement of the obligations set out in 14.1 of the GTCP, it will be obliged to pay the Ordering Party the amount of guarantee of 100,000.00 PLN (one hundred thousand zloty) for each and every infringement. The Ordering Party may claim damages in excess of the stipulated amount of guarantee.
- 14.7 The provisions of 14 of the GTCP shall survive the term of a given contract, and continue in effect for 3 years after its expiry or termination.

15. **Copyright**

- 15.1 Unless the content of the Ordering Party's Order or the characteristics of a given legal relationship between the Parties or separate, express and written arrangements between the Ordering Party and the Supplier provide otherwise, then if (i) in connection with the performance of the contract by the Supplier, a work is created (within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, further referred to as the "Work" and understood accordingly), or (ii) the product delivered or the service performed by the Supplier constitutes the Work, in whole or in part, or the delivery of the product or the provision of the service by the Supplier include the manifestation of creative activity which will constitute the Work - the Supplier shall, taking into consideration the following provisions: (i) transfer to the Ordering Party all author's economic rights to all such Works; (ii) grant to the Ordering Party a permit to exercise derivative copyright in and to such Works; and (iii) transfer to the Ordering Party an exclusive right to permit the exercise of derivative copyright in and to such Works. The transfer of rights shall take place within the price or, respectively, remuneration, which has been agreed in the contract, without additional charges, and the respective rights are transferred when a copy of the Work is delivered.
- 15.2 If the Supplier is vested with the rights to the Work together with the Ordering Party, in particular due to co-authorship, the transfer of all the rights referred to in the provision above shall refer to the rights that are not in the Ordering Party's possession.
- 15.3 The transfer of rights to the Ordering Party refers in each case to the entire copyright in and to the Works, without limitation in territory and time; therefore, the transfer of the author's economic rights refers to all known fields of exploitation, in particular those indicated in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights, including among others:

- 1) as regards fixing and reproduction of Works - production of copies of Works with the use of any known technology, including printing, reprographics, magnetic fixing and digital technology;
- 2) as regards trading in the original or the copies on which Works are fixed - marketing, lending or rental of the original or the copies;
- 3) as regards distribution of Works in a manner different than specified in item 2 above - public performance, exhibition, screening, presentation and broadcast, as well as rebroadcast, and making Works publicly available in such a manner that anyone could access it at a place and time selected thereby;
- 4) as regards mapping or otherwise using in the provision of services, or production or creation of products or parts thereof, or commissioning the performance of such activities.

15.4 The Supplier is required to obtain the consent of authors of the Works (including any authors acting on behalf and for the account of the Ordering Party) that they will not exercise their moral rights, and to the exercise of moral rights and derivative rights to such Works by the Ordering Party and by third parties designated thereby.

15.5 Upon transferring the rights to the Works, the Supplier agrees that the Ordering Party and third parties authorised thereby may exercise moral rights and derivative rights to such Works. The Supplier shall ensure that the authors do not withdraw their authorisation to the exercise of derivative rights to the Works by the Ordering Party and the persons designated thereby, in particular that the authors will not withdraw their authorisation when the Ordering Party entrusts the creation of derivative Works to third parties.

15.6 Within remuneration or, respectively, the price, the Ordering Party shall acquire the ownership of copies of the Works transferred.

15.7 When the Supplier is not possession of all author's economic rights and derivative rights to the Work, the transfer of rights shall include all the rights that are vested in the Supplier and are transferable in accordance with the applicable laws. The acquisition of such rights shall take place in accordance with the terms and conditions specified above. Unless the content of the Ordering Party's Order or the characteristics of a given legal relationship between the Parties or separate, express and written arrangements between the Ordering Party and the Supplier provide otherwise, then failure to transfer all author's economic rights and derivative rights to the Work shall be considered an improper performance of the contract by the Supplier.

15.8 If a third party brings claims against the Ordering Party for infringement of author's economic rights or moral rights or any other rights related to copies of the Works delivered to the Ordering Party, the Supplier shall satisfy such claims and indemnify the Ordering Party from the obligation to satisfy them, and, if this is not possible, reimburse the Ordering Party for the costs the Ordering Party has incurred to satisfy such claims. In the event of court or third party claims arising from the above titles against the Ordering Party, the Supplier shall, regardless of its other obligations arising from relevant rights of the Ordering Party, join the Ordering Party in any pending proceedings, and take all actions to release the latter from the obligation to participate in the case.

16. **Severability**

If any provision of the GTCP proves to be invalid, ineffective or unenforceable for any reason whatsoever, this shall not affect the validity, effectiveness or enforceability of the remaining provisions hereof. In the situation described in the preceding sentence, the Ordering Party and the Supplier will be obliged to handle all of their affairs and common interests in such a way so as to achieve all goals provided for in the GTCP in another way that is lawful and feasible.

17. **Information on the processing of personal data**

17.1 The controller of personal data is the company operating under the business name: Arvato Polska sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 65/79, 00-697 Warszawa, entered into the Register of Businesses of the National Court Register (KRS) kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register, under KRS No. 0000007209, share capital: 19,326,500.00 PLN, NIP (Tax ID): 5270203276, No. in the BDO database: 8105. The PDC can be contacted:

- a) by e-mail: iod@arvato-scs.com
- b) by mail: Arvato Polska, ul. Kolejowa 150, 62-064 Plewiska.

17.2 Personal data will be processed based on:

- Article 6(1)(a) of the GDPR (in the case of consent); or
- Article 6(1)(b) of the GDPR; or
- Article 6(1)(c) of the GDPR in line with tax and accounting regulations; or
- Article 6(1)(f) of the GDPR (legitimate interests pursued by the PDC, i.e. the establishment, exercise or defence of legal claims), Article 6(1)(c) of the GDPR in accordance with accounting and tax regulations or

- for the purposes related to the execution and performance of the contract or for other purposes which (if any) shall be notified separately.

17.3 Personal data may be provided to other entities which provide the following services to the PDC: insurance, legal, accounting, advisory, IT, archiving, and posting/courier services, and to entities to which the PDC provides services.

17.4 Personal data will not be transferred to any third country (i.e. a country outside the EEA) or international organisation;

17.5 Personal data will be processed for the period necessary to enter into and perform the contract, including throughout the claim limitation period.

17.6 The data subject has the right to access their data and to rectify it, erase it, and limit its processing, as well as the right to data portability, the right to object, and, if data processing is based on consent - the right to withdraw such consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

17.7 The data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection (PUODO) if they consider that the processing of personal data infringes personal data protection legislation.

17.8 Provision of personal data to the extent resulting from law is mandatory, and failure to provide it shall render the execution or performance of the contract impossible. The provision of other personal data is voluntary and the refusal to provide it shall render it impossible to achieve the individual goals referred to above.

17.9 Personal data will not be processed by automatic means.

17.10 If personal data are obtained from a person other than the data subject, the PDC states as follows:

- a) the personal data thus obtained shall be the data included in the Central Register and Information on Economic Activity (CEiDG) and financial data;
 - the PDC has obtained such data from CEiDG and a credit information (business intelligence) agency.

18. **Withdrawal from the contract**

18.1 The Ordering Party has the right to withdraw from the contract, in whole or in part, when:

- 1) the Supplier is late, in whole or in part, with the delivery of a product or the performance of a service by more than 14 days;

2) despite the Ordering Party's written or e-mail request and the expiry of an additional deadline of not less than 3 days specified therein, the Supplier fails to perform the obligation in accordance with the contract.

18.2 If the Ordering Party withdraws from the contract for reasons specified in 18.1 of the GTCP, the Supplier shall be entitled to remuneration only for the products delivered and the services performed that have been accepted by the Ordering Party.

18.3 If the Ordering Party fails to accept the product or the service, the Supplier shall be obliged to pick it up from the Ordering Party on its own and at its own expense. Then the Supplier shall not be entitled to remuneration.

19. **Complaints**

19.1 If the Supplier delivers products other than those specified in the Order or products that are otherwise defective, the Ordering Party shall have the right to return such products to the Supplier or leave them at the delivery place for pick-up (in both cases at the expense of the Supplier), and demand that they are immediately replaced with products that are free of defects, meet the standards, and comply with the Order.

19.2 The acceptance of the products delivered by the Supplier does not limit the Ordering Party's rights related to any identified defects, including those identified after unpacking. In the course of the acceptance procedure, the Ordering Party shall only confirm a general condition of the packages delivered and the quantity of collective packaging (pallets or, for differently packed deliveries - the largest collective packaging).

19.3 If the service ordered is performed in a defective manner, which means, in particular, failure to exercise the expected diligence, the Ordering Party may notify the Supplier that it expects the correction or repetition of the service, as the case may be. The Supplier is obliged to commence such activities in accordance with the notification as soon as it receives such notification, not later, however, than within 3 days after the service of such notification in writing or its sending by e-mail to the Supplier's address specified on its website as a contact address, and complete such activities within a period not longer than the agreed time for the performance of the service that is complained about. If it is impossible to repeat or correct the service that is complained about, the Ordering Party shall be authorised, irrespective of its other rights, to unilaterally reduce the remuneration for the defective service concerned.

19.4 The Supplier must not refuse to remove the defect, regardless of the amount of costs associated therewith.

20. Supplier's representations and warranties

- 1) The Supplier, entering into performance of the agreement, declares that he does not belong to a terrorist organization or an organized criminal group, and does not cooperate, support or finance such organizations in any way.
- 2) The Supplier, entering into performance of the agreement, declares that:
 - a) he does not conduct research, does not produce, otherwise acquire, accumulate or store weapons of mass destruction, or transfer such weapons directly or indirectly to anyone else;
 - b) he does not use and undertakes not to use weapons of mass destruction and undertakes not to make any preparations for the use of such weapons;
- 3) The Supplier, entering into performance of the agreement, declares that he does not undertake money laundering activities or terrorist financing activities within the meaning of the relevant provisions.
- 4) The Supplier, entering into performance of the agreement, represents and warrants that neither he nor any of his representatives are on the list of persons, groups or entities which are subject to international sanctions in connection with participation in terrorist acts.
- 5) The Supplier represents and warrants that it does not cooperate in any way with countries, organizations or persons subject to sanctions of the European Union, the United Nations or the United States of America, and also undertakes not to cooperate with such entities within the scope with regard to which sanctions were imposed.

In the event of a breach of the provisions referred to in paragraphs 1-5 above, the Supplier is liable for improper performance of the agreement. In this case, the Ordering Party is entitled to terminate the contract with immediate effect and to demand compensation in full.

21. Final provisions

- 21.1 The attached 'OHS Instructions for Subcontractors' as well as 'Basic Principles of Safety at Work' shall constitute an integral part of the GTCP.
- 21.2 Any assignment by the Supplier of its rights and obligations under the contract shall always require previous written consent of the Ordering Party, or otherwise shall be null and void.

- 21.3 A court competent for all disputes arising from the contract shall be the court having local jurisdiction over the Ordering Party's branch: Arvato Services Polska in Plewiska near Poznan.
- 21.4 The Ordering Party declares that it is a large entrepreneur within the meaning of Article 4(6) of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
- 21.5 These General Terms and Conditions of Purchase are governed solely by law of the Republic of Poland, and should be interpreted in accordance with Polish law. To issues not regulated by the provisions of the GTCP, the provisions of the Civil Code shall apply.
- 21.6 The General Terms and Conditions of Purchase are published on the Ordering Party's website and are subject to change. The Ordering Party and the Supplier are bound by the provisions of the General Terms and Conditions of Purchase applicable on the day the Order is placed by the Ordering Party in accordance with the instructions specified in the Order.

Lidia Ratajczak-Kluck - President of the
Management Board

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Maciej Skibinski - Member of the
Management Board

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