

## General Contractual Terms and Conditions

Effective as of December 1, 2020

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## I. Introductory provisions

1. These general contractual terms and conditions (GCTC) shall be applied to all trade relations between PromoNotes Spółka z o.o., with its registered seat in Suchy Las at Poziomkowa Street 69, 62-002 Suchy Las, registered in the business registry - National Court Register by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8<sup>th</sup> Commercial Division of the National Court Register at number KRS: 0000088887, tax ID: 7781008186 (hereinafter referred to as PromoNotes) and any third party business operators (hereinafter referred to as the Contracting Party).
2. An agreement can feature supplements or provisions different from the ones stipulated in the General Contractual Terms and Conditions. Should the agreement feature supplements or different provisions, these GCTC shall be applied, unless agreement provisions specify otherwise.

## II. Sales and order terms and conditions

1. Orders shall be placed in writing or via e-mail. Every order shall include Promonotes offer number and other necessary information facilitating the performance of the order, such as the methods of packing and identification of the goods.
2. When placing an order for the first time, a domestic Contracting Party is obliged to present the following documents:
  - 1) An entry to the register of business activity or a valid entry to the National Court Register;
  - 2) A copy of the decision to assign the tax identification number (NIP), or a relevant certificate issued by the competent Tax Office;
  - 3) A certificate of statistical ID (REGON) issued by the competent Statistical Office.
3. When placing an order for the first time, a foreign Contracting Party is required to present a copy of its tax identification number - VAT EU (current VIES confirmation from the European Commission's website).
4. The requirement to present the documents identified in sub-clauses 2 and 3 above shall not apply to foreign clients from outside the European Union.
5. Based on an order placed by the Contracting Party as per sub-clause 1 above, PromoNotes shall produce an "Order" document and send it to the Contracting Party for approval. In case of any changes to an order, PromoNotes shall always generate a new updated "Order" document and re-send it to the Contracting Party for approval. Each new "order" document is the product and consequence of the previous order, as well as the mutual arrangements of the Parties.
6. As soon as the Contracting Party has approved the most recent "Order" document and the graphic design, according to the principles specified in Section VIII, PromoNotes shall accordingly generate an "Order Confirmation". The latter document shall be the product and the consequence of the most recent "order" document.
7. An agreement (hereinafter referred to as the Agreement) between PromoNotes and the Contracting Party shall be deemed concluded once PromoNotes sends an "Order Confirmation" referred to above to the Contracting Party. PromoNotes shall send the order confirmation to the Contracting Party in writing or via e-mail. The "Order Confirmation" shall include a precise specification of the ordered goods and PromoNotes shall produce the goods strictly in accordance with the specification. Notwithstanding Section I (Introductory Provisions), these GCTC shall be incorporated in each and every Agreement.
8. All proposals, ads and other communications concerning the goods offered by PromoNotes are for information purposes only. Specimens and samples presented by PromoNotes are for overview and exhibition purposes only.

### III. Prices

1. Unit prices of products as specified in the "Order Confirmation" document do not include VAT. VAT shall be specified on each VAT invoice separately, at the currently applicable rate. Unit prices shall not include the costs of delivery of the products to the Contracting Party. Any change of unit prices of products shall be considered an amendment of the agreement and shall require an updated "Order Confirmation" being sent to the Contracting Party accordingly.
2. The end price of each order as specified in the "Order Confirmation" includes the unit prices of the products, the cost of delivery of products to the Contracting Party's warehouse or to any other destination agreed with the Contracting Party, as well as additional charges, if any.
3. The Contracting Party declares that it is a VAT payer and it hereby authorizes PromoNotes to issue VAT invoices without the Contracting Party's signature.
4. In the case of foreign deliveries (intra-community delivery of goods and exports) all the prices are net prices, which do not include any duties and taxes payable by the Contracting Party in the country of destination.
5. Contracting Parties located in the EU who do not have a VAT EU number will be invoiced with VAT charged at the currently applicable rate in the supplier's country, i.e. in Poland.
6. As of the effective date of agreement between the Parties, PromoNotes shall be entitled to demand an advance payment for the placed order by the Contracting Party. The amounts and dates of payment of such advance shall be determined by PromoNotes on a case-by-case basis, taking into account the type and end value of the order. Only after the Contracting Party has paid the entire amount of the required advance (as demanded by PromoNotes), PromoNotes shall launch the production process. In the event of any delay with the advance payment by the Contracting Party, commencement of order production shall be postponed accordingly. Unless the advance payment is made by the Contracting Party within 21 days of notice, PromoNotes shall be entitled to terminate the Agreement within the consecutive 21- day period, without setting any further extensions. The above shall be notwithstanding the option for PromoNotes to pursue contractual penalties referred to in these GCTC, and indemnity on general terms.

### IV. Payment conditions

1. All payments shall be made by bank transfer to the bank account of PromoNotes:  
no.: 11 1160 2202 0000 0001 9574 1659 (for payments in PLN), or  
no.: PL34 1160 2202 0000 0002 0514 5589 and SWIFT BIGBPLW (for payments in EUR), or  
no.: PL64 1160 2202 0000 0003 7438 4635 and SWIFT BIGBPLW (for payments in USD),  
within payment deadline specified in the order.
2. The date of crediting the due amount of payment to the bank account of PromoNotes as specified in sub-clause 1 above shall be the effective date of payment by the Contracting Party.
3. In the event of overdue payments, PromoNotes reserves its right to calculate maximum interest for the delay in accordance with the valid Polish regulations.
4. Should the Contracting Party be late with payment of more than one invoice, any payments by the Contracting Party shall first be applied by PromoNotes to cover the interest amount specified in sub-clause 3 above, then to the oldest debt.
5. The title to the goods shall pass to the Contracting Party at the time of full payment for the supplied goods (restriction of title to sold item).

## V. Delivery dates and conditions

1. Estimated and approximate delivery dates shall be given to the Contracting Party on a case-by-case basis in the relevant "Order".
2. The final and binding deadline for order completion, as of the date of acceptance of the graphic design by the Contracting Party as per the terms specified in Section VIII, shall be communicated to the Contracting Party in the "Order Confirmation".
3. PromoNotes shall complete each order within the agreed time specified in the relevant "Order Confirmation". Should PromoNotes be unable to complete an order within the agreed time, it shall promptly notify the Contracting Party and arrange a new delivery date, which shall not exceed 14 days after the original delivery date agreed and confirmed by PromoNotes.
4. Any change of delivery date shall not affect either Party's obligation to complete the respective sales contract, except in certain specific circumstances agreed by the Parties on a case-by-case basis.
5. Delivery of goods to a single destination in the territory of the Republic of Poland shall be at the expense of PromoNotes. For shipments to be delivered to more than one destination in the territory of Poland, delivery costs specified in the respective "Order Confirmation" and on the invoice shall be added to the final price.
6. For shipments to be delivered outside the territory of Poland, delivery costs specified in the respective "Order Confirmation" and on the invoice shall be added to the final price.
7. The Parties agree to possible changes of unit prices of products and delivery costs (particularly in the event of change of the delivery destination or shipping method to the Contracting Party). Any change of costs shall be recognized as an amendment of the Agreement, yet the updated "Order Confirmation" will not have to be re-sent to the Contracting Party and the new costs will be presented in the relevant invoice. The Parties may agree on special delivery terms for the goods.
8. If any payments or interest referred to in Section IV (3) above are outstanding, or the Contracting Party has any other outstanding debt to the Contracting Party, PromoNotes shall withhold further orders until the Contracting Party makes the necessary payments or cover any other dues.
9. For technical reasons, PromoNotes reserves the right to deliver a different number of goods from the order, the permissible deviations may have the following sizes:

1 – 2,499 pcs. = +/- 10%

2,500 – 4,999 pcs. = +/- 5%

5,000 – 9,999 pcs. = +/- 3%

> 10,000 pcs. = +/- 2%
10. At the time of acceptance of goods delivered by a shipping company, before signing the shipping documents, the Contracting Party shall carefully verify the entire shipment, particularly its conformity with the order, and if any nonconformity is discovered, a complaint shall be reported to the shipping operator in his presence.
11. Any remarks the Contracting Party may have as to nonconformity of the supplied goods with the order as per sub-clause 10 above shall not be considered in the complaints procedure specified in Section VI of these General Contractual Terms and Conditions.
12. All benefits and burdens related to the goods shall pass to the Contracting Party at the time of handover of the goods, including the risk of incidental loss or damage.

## VI. Complaint Procedure

1. The following complaint procedure is implemented in order to verify if the delivered goods are compliant with the terms and conditions of the Agreement:
  - 1) The Contracting Party shall verify the compliance of the delivered products with the terms and conditions of the Agreement. In the event of any irregularities, the Contracting Party should promptly, at the latest within 14 days from the delivery date, present a joint complaint protocol.
  - 2) Complaints may be made in writing or by e-mail. Oral complaints or complaints by phone are not acceptable.
  - 3) PromoNotes shall take and present its stand in the case within 14 days following the complaint receipt.
2. By the time the complaint is finally considered, the Contracting Party shall store the disputed goods properly, so as to prevent any loss or damage from occurring.
3. In the case when the supplied goods are not compliant with the Terms and Conditions of the Contract, PromoNotes is obliged to supply the missing items, or to repair or replace the defective products. However, if after the defective goods have been brought to PromoNotes warehouse and consecutively tested for defects, it is ascertained that repairs or replacements apply to only 2% maximum of the defective goods' value, PromoNotes reserves the right to charge the Contractor with the costs of return shipment of goods. In the case when some unexpected or impossible to foresee technical limitations occur at the stage of order confirmation which should prevent PromoNotes from correctly effecting the Contract provisions, PromoNotes has got the right to withdraw from this Contract performance. Other claims shall not be accepted by PromoNotes.
4. Unless a complaint is filed within the above specified time limit, the Contracting Party shall not be entitled to file any further claims.
5. Filing a complaint shall not entitle the Contracting Party to withhold payment for all or any part of ordered goods.
6. PromoNotes is liable for possible defects of products only within the scope described in these GCTC. The deadlines for lodging complaints set out in these GCTC are not subject to extension by the provisions of currently observed Polish or international law. PromoNotes does not cover the warranty for delivered products. The Parties hereto jointly exclude the applicability of the provisions governing the warranty for defects of items sold and guarantees of protection – such exclusion referring to Polish law, including the Civil Code, as well as international law, including the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on April 11, 1980.
7. Whenever in these GCTC there is a mention of PromoNotes being entitled to terminate the Agreement, PromoNotes shall be entitled to terminate within 21 days of occurrence of the grounds for termination. This time limit shall be deemed duly complied with if a notice of termination executed in writing is sent from a Polish post office or by courier service.
8. In the case of filing a complaint, the Contracting party, at its own expense, returns the defective goods to PromoNotes. In particular cases, PromoNotes may give consent to only a sample of the defective goods being submitted by the Contracting party, at the expense of the latter. When a complaint is recognized by PromoNotes, the defective goods transportation costs borne by the Contracting party will be reimbursed upon the Contracting party producing a proof that such costs were incurred by it. When a complaint is partially recognized, the defective goods transportation costs shall be only partially reimbursed, i.e. merely in the same scope a given complaint has been recognized by PromoNotes.
9. In the case when the Contracting party has already consumed the delivered goods, for instance, in the course of their further distribution, it is the Contracting party that bears all the costs related to collecting such goods and returning them to PromoNotes as a result of a complaint lodged by the Contracting party.
10. Should the Contracting Party filing a complaint not have the defective goods at its disposal, or be unable to deliver it to Promonotes, the latter hereby reserves the right to refuse to recognize a claim, in whole or in part.

## VII. Preparation and delivery of printing materials

1. Digital materials shall be sent to a specified e-mail address. It is also acceptable to send materials on the most popular digital carriers (CD-ROM or DVD).
2. The printing materials provided by the Contracting Party should be prepared on the basis of the templates provided by PromoNotes. The templates contain all necessary information for proper preparation of printing materials in terms of technology. The main templates file format used by PromoNotes is PDF format. A template version in INDD is also available. PDF format is editable and enables the Contracting Party to insert its graphic material so as to reduce to the minimum the time needed for preparation of further production-related processes. PDF files sent by the Contracting Party must be prepared in accordance with the approved order confirmation, and must be saved in their specific print quality, including the layers in the templates and any additional colors of importance for technology purposes. Otherwise, PromoNotes shall not be responsible for the product being produced in conformity with the order confirmation, particularly for its quality or print colors. A precise manual of handling the templates shall be available from PromoNotes' Trade Department employees at the Contracting Party's request, or at the company website at <https://promonotes.pl/wp-content/uploads/2018/06/Instructions-for-templates-use.pdf>
3. From the very beginning printing designs should be prepared and delivered with the use of the CMYK color space. In the case of materials prepared with the use of PMS or HKS colors, the color code and the type of base - C (PMS) or K (HKS) for the coated paper, and U (PMS) or N (HKS) for uncoated paper must be specified. Current PMS or HKS color samples should be used as color models.
4. Pantone color samples used by PromoNotes can be classified into 2 types:
  - 1) for coated base papers: Pantone Formula Guide Solid Coated – the letter suffix C was added to all the colors in this color sample;
  - 2) for uncoated base papers: Pantone Formula Guide Solid Uncoated – the letter suffix U was added to all the colors in this color sample. For both color samples, ink formulas are identical. The only difference is the type of base used for printing. Color samples are updated on an annual basis. PromoNotes always prints using the current versions.
5. HKS color samples used by PromoNotes can also be classified into 2 types:
  - 1) for coated base papers: HKS K – the letter suffix K was added to all the colors in this color sample;
  - 2) for uncoated base papers: HKS N – the letter suffix N was added to all the colors in this color sample.

PromoNotes applies the same rules and principles to HKS color samples as to Pantone color samples.
6. Taking into consideration the fact that in the production process PromoNotes Sp. z o.o. uses both coated and uncoated materials, particular attention must be paid to the type of the selected base, as it is often the case that it significantly affects the tone of printed colors. As a consequence of the above described characteristics of the production process, slight color differences/ nuances between a color sample and a real color of the printed materials are acceptable. The above shall not be recognized as faults in the product, nor as a basis for a complaint, withdrawal from the contract, a claim for price reduction or a discount.
7. In the case of preparation and delivery of printing materials with a mixed color space (CMYK/PMS/HKS) the fact must be absolutely marked in a legible manner on the delivered materials. Failure to provide such information may provide grounds for the assessment of potential complaints connected with printing quality.



8. In traditional self-adhesive notepads printing and production technology, PromoNotes usually advises against placing any imprints in the adhesive area of all products on self-adhesive paper. The properties of the adhesive can change. The notepad paper sheets can adhere more to one another than to other surfaces. It can also happen that when a paper sheet is removed some ink remains on the adhesive and leaves a clear trace. Long drying can minimize this, yet not eliminate it entirely. If, despite the dangers, the Contracting Party decides to place an imprint in the adhesive area, by accepting a given work it acknowledges the above described or similar side effects in a used product can occur. It is exclusively the effect of the specific printing process on a self-adhesive paper and it does not result from any printing errors. If PromoNotes is required by the Contracting Party to make a print within the adhesive area, this shall not be considered a fault in the product, nor as a basis for a complaint, termination, price reduction or discount demand.
9. The problem described in Clause VII item 8 related to the occurrence of the same or similar side effects when using modern CMYK printing technology - VividPrint is very limited. However, complete elimination of its occurrence, regardless of the printing technology used by PromoNotes, is not possible.
10. Special attention should also be given to the appearance of tones and colors in the case of colored paper dyed in the mass. The colors printed on this type of paper always appear different from the colors printed on white papers. Should the Contracting Party wish to receive printed product on paper dyed in the mass, PromoNotes must receive the exact specification of paper color from the current color sample kit for "Papers dyed in the mass". Unless the Contracting Party specifies the color of paper dyed in the mass, the order shall be deemed to be printed on white paper. Any color differences referred to above, caused by printing on paper dyed in the mass of the Contracting Party's choice, shall not be considered a fault in the product, nor as a basis for a complaint, termination, price reduction or discount demand.
11. When printing various types of graphic elements using a low-frequency half-tone screen, which the Contracting Party must specify in the graphic material, the edges of such elements shown on the proof print are always smooth. In reality, however, such edges may appear as "jagged" when using offset printing. The above shall not be recognized as faults in the product, nor as a basis for a complaint, termination, price reduction or discount demand.
12. If the Contractor uses black in the graphic design, PromoNotes recommends the following method of preparation:
  - 1) For large graphical elements (print to the whole surface), it is recommended to use black in the CMYK graphic space (the suggested composition CMYK for deep black is 50/40/35/100);
  - 2) For small graphic elements, e.g. texts or lines, it is recommended to use one black color (black 100%)
  - 3) PromoNotes recommends that all shades of grey as well as black and white photographs should be prepared with the use of black ink exclusively. In the case when grey is made of CMYK components, it always takes on a shade of one of the subtractive colors; what is more, the perception of a given dye shall depend on the lighting (metamerism). When grey is composed of all CMYK scale ingredients, the resulting mixture seen on a computer screen will always differ from how the color in the final product is perceived.
13. As for print using fluorescent inks (PMS 801-877), metallic inks (PMS 871-877) or other inks based on PMS 877 (e.g. PMS 8003, 8021, 8062, etc.), PromoNotes reserves the right to charge an additional fee for offers requesting the usage of any other colors. Please note that PromoNotes must be notified of the intended use of the aforesaid inks in the graphic material at the stage of sales offer preparation and sending.
14. Product dimensions in hard covers are approximate. For technological reasons the real dimensions of a ready product can slightly differ from the original dimensions specified by PromoNotes (+/- 1 mm).
15. Due to product characteristics, uniformity in colors of cover material, satin ribbons, elastic bands, pen loops, self-adhesive papers, headbands cannot be guaranteed in different batches.

## VIII. Acceptance of printing materials

1. The Contracting Party shall produce the graphic materials correctly, in accordance with the information shown on the mock-up provided by PromoNotes. The graphic materials provided to PromoNotes by the Contracting Party should also meet the technical requirements specified in Section VII. Such graphic materials will be automatically forwarded for production.
2. At the same time, PromoNotes reserves the right to suggest corrections of the graphic materials to the Contracting Party and to withhold production in this respect. Production can be restored as soon as PromoNotes receives a complete set of graphic materials produced by the Contracting Party correctly.
3. By providing PromoNotes with graphic materials, the Contracting Party simultaneously declares that the submitted graphic materials are its authorship and is fully responsible for their content and their use by PromoNotes in order to perform the Agreement. The Contracting Party shall be liable both to PromoNotes and to any third parties. PromoNotes shall be exempt from liability in the event of any claims being made against PromoNotes for the use of graphic materials provided by the Contracting Party for the performance of the Agreement. In the event when PromoNotes is charged with any penalty for the use of graphic materials provided by the Contracting Party for the performance of the Agreement, the Contracting Party shall be obliged to pay this penalty for PromoNotes or to refund PromoNotes' expenses in the amount of the penalty paid.
4. The number of interventions by PromoNotes, without an additional charge, into the graphic materials provided by the Contracting Party as referred to in sub-clause 3 above, is limited. For Contracting Parties who are agencies, this shall be 3 (three) PDF files. The fourth and each consecutive file shall be charged separately at €15 (PLN 60) each. For Contracting Parties being end customers and business operators in the territory of the Republic of Poland, 5 (five) PDF files are available free of charge. The sixth and each consecutive file shall be charged separately at PLN 60 each. The additional charges referred to in the preceding sentences shall be shown as a separate item in the "Order Confirmation".
5. Based on the graphic materials furnished by the Contracting Party, PromoNotes shall produce a graphic design. Acceptance by the Contracting Party is a confirmation that the Contracting Party has verified the graphic design in terms of content and format (including such aspects as the right logo, color coding, fonts, and the integrity of the material).
6. An acceptance notice e-mailed to PromoNotes shall be considered an approval of printing. Upon receiving the Contracting Party's acceptance, materials will be released to printing and the Contracting Party shall no longer be entitled to terminate the Agreement, except in the circumstances prescribed by the Civil Code.
7. If the Contracting Party provides ready-to-print graphic materials without any adjustment options, the Contracting Party's approval referred to above shall not be required. In that case, materials will be released to printing and the Contracting Party shall no longer be entitled to terminate the Agreement, except in the circumstances prescribed by the Civil Code.
8. At the Contracting Party's request, a certified proof, which will constitute a printing model and serve as a basis for consideration of potential complaints connected with printing quality, can be prepared and sent.
9. Proof is a printout from a calibrated ink-jet printer and merely simulates colors on the offset print. It is a maximally close representation of what can be achieved during printing in terms of fidelity of colors, while due to the nature of offset printing, slight differences in the appearance of tones and colors are acceptable. Therefore, the Contracting Party should not be accepting the colors on the basis of the proof. Proof applies to CMYK printing only.
10. There are 2 types of color space simulation (ECI profiles) available:
  - 1) PSO-coated\_v3.icc (standard FOGRA51) - reproduction of offset print on chalk-overlay paper (coated base);
  - 2) PSO-uncoated-v3\_FOGRA52.icc (standard FOGRA52) - reproduction of offset print on offset paper (uncoated base).



Both profiles are printed on a coated base – specialist paper intended for proofing. A digital proof does not at all simulate the half-tone screen, the texture of paper nor the color of base paper. Digital proof certification includes the printing-out of "FOGRA-Media Wedge CMYK V3.0 XE 3Z" color bar, on which spectrophotometer measurements are taken after print-out. A certificate containing the results and confirming compliance with the reference profile is then issued on the basis of the said measurements.

11. In the course of manufacturing process, all the materials submitted by the Contractor in their final version for printing, are saved by PromoNotes in PDF format, version PDF/X, with transparency flattening, along with appropriate output intent: PSO Coated v3 for coated paper; PSO Uncoated v3 (FOGRA52) for uncoated paper.

In order for the colours seen on the computer monitor to be as close as possible to the colours to be achieved in printing, it is recommended to display the files prepared by PromoNotes for printing with the print preview after selecting appropriate profiles: PSO Coated v3, correctly simulating the printing results obtainable on coated paper, and PSO Uncoated v3 (FOGRA52), correctly simulating the printing results in uncoated papers. European colour profiles can be found at the website [HYPERLINK "http://www.eci.org/en/"](http://www.eci.org/en/)["http://www.eci.org/en/"](http://www.eci.org/en/downloads)

The files with the specified attributes are saved with the original CMYK (percentage) values. On the other hand, if the Contractor's materials contain a colour profile other than the one used by PromoNotes (e.g. profiles intended for the American market, such as US Web Coated (SWOP) v2), then as a result of saving files with the above- mentioned attributes, the colours may undergo conversion and their composition may be subject to change and differ from the initial expectations of the Contractor. These changes do not constitute the basis for a complaint, withdrawal from the contract, request for a price reduction, or a discount.

12. In most cases there is a color difference between a printout and a computer screen. Thus, in particular in the case of materials with PMS or HKS color spaces, upon acceptance, it is not recommended to consider colors on a computer screen, but only the color codes and their color samples, which are readily available.
13. A chargeable production model of the product to be ordered by the Contracting Party from PromoNotes can also be produced, upon the Contracting Party's request. Such model shall be used as a product pattern and a basis for resolving any quality complaints.
14. Any print color differences referred to in the preceding paragraphs shall not be recognized as faults in the product, nor as a basis for a complaint, termination, price reduction or discount demand.
15. The Contracting Party shall be liable for the risk concerning order content and execution if any dispute is caused by inaccurate or incomplete technical data or other information related to the order handling process being provided to PromoNotes, even if the right data is provided after order acceptance.

## IX. Contractual penalties

1. The Contractor is obliged to pay contractual penalties in the following cases:
  - 1) resignation, change or withdrawal of the order placed in whole or in part in the amount of costs incurred by PromoNotes related to the preparation and implementation of the Agreement, including in particular the costs related to the performance or transfer of materials (proof and other) to the Contractor, mentioned in section clause VIII above, all increased by 50%;
  - 2) PromoNotes' withdrawal from the Agreement for reasons attributable to the Contractor in the amount equal to the gross remuneration resulting from the Agreement and payable to PromoNotes.
2. Reservation of contractual penalties does not exclude the possibility of PromoNotes claiming compensation on general terms.

## X. Recommendations

1. PromoNotes hereby represents that, unless otherwise prescribed by the Agreement, the Contracting Party shall not acquire any rights under the Agreement, for the fee paid to PromoNotes for its execution, such as copyrights or industrial property rights to product designs produced by PromoNotes for the Contracting Party and/or in relation to execution of the Agreement for the Contracting Party, to the extent to which such designs were developed by PromoNotes and are therefore protected by the author's copyrights within the meaning of the Copyrights and Related Rights Act of February 4, 1994 (i.e. of June 6, 2019, Journal of Laws of 2019, item 1231, as amended) and/or by industrial design, utility model rights or other protected objects within the meaning of the Act of June 30, 2000 - Industrial Property law (i.e. of January 28, 2020, Journal of Laws of 2020, item 286, as amended).
2. The Contracting Party hereby represents that they are the lawful holder of the copyrights and related rights and/or industrial property rights, including trademark rights, rights to an industrial design, utility model, etc., and/or they have been duly authorized by third party holders of these rights to use the materials provided by the Contracting Party to PromoNotes in relation to execution of the Agreement (hereinafter referred to as the Materials), at least to the extent necessary for authorizing PromoNotes to use such materials in execution of the Agreement for the Contracting Party and granting a free and non-exclusive license to PromoNotes on such terms and to such extent as defined below.
3. The Contracting Party hereby authorizes PromoNotes to use the above specified Materials in execution of the Agreement and, unless otherwise prescribed in writing, the Contracting Party shall grant a non-exclusive, free and transferable license to PromoNotes, without any limitation as to time and territory, to use the model copies of products manufactured for the Contracting Party with the use of these Materials, as a recommendation and demonstration of graphic, technological and technical ability of PromoNotes, as well as presentation of business operations run by Promonotes, specifically including the agreement to divulging of the logotypes and trademarks contained in the products and owned by both the Contracting Party and its customers, also within the websites managed by Promonotes, publishing of photos of such products in PromoNotes product directory, in websites, in press releases, or to demonstrating the products at trade fairs in which PromoNotes takes part. The above shall apply accordingly to cases of outsourcing the above specified tasks under any agreement whatsoever by PromoNotes from subcontractors, particularly in respect of publishing the photos of PromoNotes products.
4. Should any third-party, including the customers of the Contracting Party, file any infringement claim against PromoNotes, including infringement of copyright or industrial property rights, concerning the Materials and products involving the act of exercising such rights, also in relation to the dissemination of trademarks, logotypes and products mentioned in clause 3 above, the Contracting Party shall take the necessary steps to indemnify and hold PromoNotes harmless in this respect, and shall cover all necessary costs related thereto; in particular, the Contracting Party shall remedy any loss that may be incurred by PromoNotes in this respect.
5. The Contracting Party declares that by concluding the agreement with PromoNotes, it accepts the above terms and conditions and it shall not make any claims, financial claims in particular.

## XI. Personal data processing

1. The administrator of personal data is PromoNotes Sp. z o.o. based in Suchy Las at: Poziomkowa Street 69, 62-002 Suchy Las, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań under the number: 000088887. Contact details: email: [biuro@promonotes.pl](mailto:biuro@promonotes.pl) and telephone number: +48 61 811 70 28 ("Administrator").
2. The Administrator processes personal data of the Contracting Party being a natural person, as well as all personal data of representatives of the Contracting Party being natural persons (irrespective of the legal form of conducting business by the Contracting Party), obtained by the Administrator in connection with the co-operation established between the Contracting Party and the Administrator, including in particular personal data of its sales representatives, employees, associates, partners of the Contracting Party, members of the

Contracting Party's bodies or other persons responsible for making arrangements, acceptance, conducting any conversations in connection with the cooperation of the Administrator and the Contracting Party.

3. The principles of processing personal data described herein apply to each contract established between the Contracting Party and the Administrator, regardless of whether such a contract is of a single nature, e.g. a contract for the implementation of a given order, or permanent (cooperation between the Parties).
4. In all matters related to the processing of personal data, you can contact us at the following e-mail address: [gdpr@promonotes.pl](mailto:gdpr@promonotes.pl)
5. Personal data are processed by the Administrator pursuant to provisions of the Act of 10 th May 2018 on the Protection of Personal Data (i.e. of August 30, 2019, Journal of Laws of 2019, item 1781, as amended) and Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general regulation on data protection) - hereinafter referred to as the GDPR.
6. Personal data of persons indicated under item 2 above are processed with reference to art. 6 par. 1 item b) GDPR, i.e. in order to take action before concluding the contract at the request of the Contracting Party, or the performance of the contract to which the Contracting Party is a party. Personal data may also be processed by the Administrator for the following purposes and with reference to the following legal grounds: pursuant to art. 6 par. 1 item c) GDPR in order to fulfill the legal obligation of the Administrator (e.g. from the scope of accounting regulations); pursuant to Article 6, paragraph 1 item f) GDPR for purposes resulting from the legitimate interest pursued by the Administrator: in particular, the pursuit or securing of claims; conducting quality analyzes and statistics for services rendered and products made; marketing of the Administrator's products and services, pursuant to a separate consent, i.e. art. 6 par. 1 item a) GDPR, if required.
7. The Contracting Party, concluding a contract with the Administrator declares that they informed all-natural persons whose data they made available to the Administrator in connection with cooperation, about the processing of such data by the Administrator in connection with the abovementioned objectives and notified them of the content of the item hereof.
8. Personal data may be received by the Administrator's employees and associates, entities connected with the Administrator, their employees and associates, debt collection companies, banks, postal operators, carriers, companies dealing with customer opinion surveys, partners providing technical services, hosting service providers, subcontractors of the Administrator, other entities providing services to the Administrator and employees or associates of such entities.
9. Each physical person referred to under item 2 has the following rights:
  - 1) The right of access the content of their personal data, i.e. the right to obtain confirmation whether the Administrator processes the data and information regarding such processing;
  - 2) the right to amend data if the data processed by the Administrator is incorrect or incomplete;
  - 3) the right to request that the Administrator delete the data;
  - 4) the right to request that the Administrator limit the processing of the data;
  - 5) the right to transfer the data, i.e. the right to receive personal data provided to the Administrator and to send it to another administrator if the processing is based on a contract or consent and is performed in an automated manner;
  - 6) the right to object to the processing of personal data for purposes arising from the legitimate interest of the Administrator or to processing for marketing purposes;
  - 7) the right to file a complaint at a Polish supervisory body or a supervisory body of another European Union member state (in Poland this function is performed by the President of the Office for Personal Data Protection);
  - 8) the right to withdraw at any time from a consent to the processing of personal data (without affecting the legality of the processing performed prior to the withdrawal);

10. Period during which personal data is processed:

- 1) personal data processed in order to conclude or perform a contract/contracts or fulfill a legal obligation of the Administrator will be kept for the duration of the contract/contracts, and after their expiry for the period necessary for:
  - 1.1) post-sales servicing of the customers (e.g. handling complaints);
  - 1.2) securing or pursuing any possible claims due and in relation to the Administrator;
  - 1.3) fulfillment of the Administrator's legal obligation (e.g. resulting from tax or accountancy regulations)
- 2) personal data processed pursuant to a separate consent shall be kept until the consent is withdrawn;
- 3) personal data processed for purposes arising from legally justified interests followed by the Administrator shall be processed until the objection to such processing is submitted, unless the Administrator demonstrates the existence of legitimate grounds for such processing, which override interests, rights and freedoms of the data subject, or indicates grounds for determination, investigation or defense of claims. If the data subject opposes to the processing of personal data for marketing purposes, personal data of such a subject, in marketing-related scope, shall no longer be processed.

11. Personal data shall not be used for automated decision making, including profiling.

12. Submitting personal data in the scope necessary for effecting the provisions of the agreement with the Contractor, or for undertaking any activities requested by the Contractor prior to contract conclusion is an obligatory condition to be met before the Administrator commences any activities, as well as before the Contract is concluded and performed. In the case when personal data is not submitted, the Contract shall not be concluded nor performed, and no activities shall be undertaken prior to Contract's conclusion.

13. When the Contractor submits any graphic files containing any personal data to PromoNotes, while doing so, the Contractor is obliged to clearly identify that the file contains personal data subject to protection. A file without a clear identifier denoting that it contains personal data, shall be treated by PromoNotes as a file which does not contain any personal data subject to protection. Such identifier may be placed in the filename, or in the contents of the e-mail to which that file has been attached.

## **XII. Place of performance and jurisdiction; miscellaneous**

1. Unless the Parties agreed otherwise, the Agreement shall be performed in the registered office of PromoNotes.
2. The agreement is governed by the Polish law.
3. Should General Contractual Terms and Conditions in the Polish, English and German languages be applied for contracts with foreign Contracting Parties, in the event of any interpretation doubts, the provisions of General Contractual Terms and Conditions in the Polish language shall prevail.
4. Any disputes arising from the General Contractual Terms and Conditions or the Agreement shall be settled by Polish courts of law.
5. The disputes referred to above shall be settled by the competent common court of law in Poznań (Poland).
6. The parties shall primarily aim at amicable settlement of any disputes between them.