

SCHEDULE 1

GENERAL TERMS AND CONDITIONS OF AGREEMENT

1. DEFINITIONS

- 1.1. **"Desk/Desks"** – Hot Desk and/or Dedicated Desk.
- 1.2. **"Dedicated Desk"** – a desk intended for a User on an exclusive basis, 24 hours a day, 7 days a week.
- 1.3. **"Hot Desk"** – a desk intended to be used by a User on a non-exclusive basis, depending on availability, 24 hours a day, 7 days a week.
- 1.4. **"Business Package"** - services consisting of the ability to use the Hot-Desk on a non-exclusive basis, if available, or the ability to use the conference room for a total of 2 hours per month, upon prior reservation; unused hours do not carry over to the next month.
- 1.5. **"Building"** – the office building, the location of which is indicated in the Detailed Part of the Agreement.
- 1.6. **"Price List"** - price list containing services provided by GW Flex, which the Client may additionally order and use, constituting Schedule No. 4 to the Agreement.
- 1.7. **"Detailed Part of the Agreement"** – provisions of the Agreement covering the detailed business terms.
- 1.8. **"Commencement Date"** – the date on which the Client will start using the Desks, specified in the Detailed Part of the Agreement.
- 1.9. **"Expiry Date"** - the date on which the Agreement expires or is terminated, as the case may be.
- 1.10. **"Visitors"** – any persons other than Users, whom the Client allowed to stay in the Office or on the Common Areas.
- 1.11. **"Deposit"** - security for the Client's obligations arising from the Agreement, and security for any damage caused by the Client or Visitors and any other persons for whose actions and omissions the Client is responsible. The amount of the deposit constitutes double the current Fee and its amount as of the date of the Agreement was concluded is indicated in the Detailed Part of the Agreement.
- 1.12. **"Fee"** – monthly fee payable by the Client to GW Flex in exchange for the use of Hot Desk, Dedicated Desks or Business Packages specified in the Detailed Part of the Agreement, subject to indexation.
- 1.13. **"Entry Fee"** – a one-off fee in the amount indicated in the Detailed Part of the Agreement.
- 1.14. **"Initial Fee"** – gross fee which must be paid by the Client as a condition of starting providing Services, indicated in the Detailed Part of the Agreement.
- 1.15. **"GTCA"** – general terms and conditions of the Agreement constituting Schedule no. 1 to the Agreement.
- 1.16. **"Office Space"** – the office space in the Building, consisting of the Desks, desks and offices used by other clients, as well as common areas, in particular kitchen, toilets, corridor, conference rooms and reception.
- 1.17. **"Common Areas"** – all parts of the Office Space, intended for non-exclusive use of clients and other users of the Office Space, including in particular the kitchen, restrooms, corridor, conference rooms and reception.
- 1.18. **"Object of the Agreement"** - collectively, Hot Desk, Dedicated Desk, Business Package, and any additional services indicated in the Detailed Part of the Agreement (depending on the context of the particular provision of the Agreement).
- 1.19. **"Building Regulations"** - rules and regulations concerning the use of the Building, constituting Schedule 3 to the Agreement.
- 1.20. **"Desks and Office Space Regulations"** – rules and regulations concerning the use of the Desks and the Office Space, constituting Schedule 2 to the Agreement.
- 1.21. **"GDPR"** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.22. **"Parties"** – jointly GW Flex and the Client.
- 1.23. **"Agreement"** – this agreement with schedules constituting an integral part hereof.
- 1.24. **"Services"** – services which will be provided by GW Flex or at its request, as specified in detail in the Agreement and the Desks and Office Space Regulations.
- 1.25. **"Users"** – persons authorized to use the Office, whose number is indicated in the Detailed Part of the Agreement.

2. OBJECT OF THE AGREEMENT

- 2.1. GW Flex undertakes to provide office services (“**Services**”) to the Client, as part of which the Client will have access to:
- 2.1.1. Hot Desk (on a non-exclusive basis and depending on availability), 24 hours a day 7, days a week,
 - 2.1.2. Dedicated Desk (on an exclusive basis), 24 hours a day 7, days a week,
 - 2.1.3. Business Package - i.e. access to a Hot Desk or conference room for 2 hours per month (total) whereby, if they are not used, the hours do not carry over to the next month; the rules for reserving Hot Desk and a conference room are set forth in the Desks and Office Space Regulations,
 - whereas the Client may choose a Hot Desk, Dedicated Desk or Business Package together or separately.
- 2.2. Services provided by GW Flex to the Client include:
- 2.2.1. Services indicated in point 2.1.1. – 2.1.3 of the Agreement,
 - 2.2.2. support of GW Flex personnel and reception during the hours and days indicated in the Desks and Office Space Regulations;
 - 2.2.3. mail and parcel collection services through the reception desk. The service of sending correspondence will be possible for an additional fee based on the Price List for additional services. In the case of sending correspondence, the Client is obliged to prepare the parcel himself and pay the courier;
 - 2.2.4. access to fully equipped kitchen and the possibility of free use of groceries therein (unlimited access to coffee, water, tea), whereby for Business Package Users this service is limited only to the hours of use of the Hot Desk or conference room, i.e. in accordance with Section 1.4 of the Agreement;
 - 2.2.5. access to the Internet 600/600, whereby for Business Package Users this service is limited only to the hours of use of the Hot Desk or conference room, i.e. in accordance with Section 1.4 of the Agreement;
 - 2.2.6. access to a printer - with a limit of 60 printouts per month (printing service in excess of the indicated limits will be possible for an additional fee indicated in the Price List for additional services), as well as the ability to connect at your own expense devices for normal office work, such as desktop or laptop computers; access to printer is not available for Business Package Users;
 - 2.2.7. access to conference rooms and the possibility of getting support from GW Flex personnel in organizing meetings (coffee breaks, catering services) – in accordance with the price list available at the reception; the access to conference rooms for Business Package Users is limited, in accordance with Section 1.4 of the Agreement - the possibility of additional use of conference rooms possible only as an additional service, in accordance with the Price List for additional services,
 - 2.2.8. cleaning services covering the Office Space;
 - 2.2.9. the possibility of entering in the relevant business register the address of the Office as the address of the Client's registered office or the address of the Client's place of business;
- 2.3. Detailed rules for the use of the Services provided by GW Flex are contained in the Desks and Office Space Regulations, attached as constituting Schedule No. 2 to the Agreement. In case of any discrepancy between Schedule No. 2 and Schedule No. 3, Schedule No. 3 shall prevail.

3. COMMENCEMENT OF SERVICES

- 3.1. GW Flex shall begin providing Services on the Commencement Date provided that the Client pays the Deposit and the Initial Fee gross to the bank account of GW Flex and provides GW Flex, at its request, with confirmation of payment of the said fees. The commencement of the Dedicated Desk Services shall be effected by the handover of the Desk. The handover of the Dedicated Desk will be established by a handover protocol.
- 3.2. GW Flex shall be entitled to unilaterally sign the handover protocol concerning the Dedicated Desk with all consequences thereof, if the Client does not participate in the handover of the Dedicated Desk on the date indicated as the Commencement Date in the Detailed Part of the Agreement.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 4.1. The Client undertakes to:
- 4.1.1. use the Desk and Services (including mail services) exclusively for office purposes related to the business activity conducted by the Client,

- 4.1.2. comply with all obligations arising from the Agreement and the Building Regulations (including the fire safety instruction) and the Desks and Office Space Regulations and also oblige Users to comply with the obligations in question.
- 4.2. The Client will be able to authorize the reception staff to receive correspondence on behalf of the Client. GW Flex or its employees shall inform the Client's contact person by e-mail of the receipt of mail addressed to the Client on the same business day on which the mail was accepted. GW Flex shall not be liable for the failure to collect or late collection of the mail from the reception by the Client. The Client will also be entitled to send mail, through the reception staff, in exchange for an additional fee according to the Price List of additional services. If the Client does not collect any correspondence or parcel addressed to it from the reception desk within 5 business days, GW Flex shall charge the Client an additional fee of PLN 100 net for each day. GW Flex shall not be responsible for any objects received by mail or courier by the Client. The Client is obliged to notify GW Flex personnel in advance of the planned delivery of bulky items. By bulky items, the Parties mean a shipment or shipments whose total volume exceeds the size of 50 cm x 50 cm x 50 cm or shipments whose total weight exceeds 10 kg.
- 4.3. The Client shall be entitled to register, in the relevant register, the Office Space address as the address of the Client's registered office or the address of the Client's place of business. After the end of the Term of the Agreement the Client is obliged to change the address of its registered office or place of business by replacing the Office Space address with another address. On the last day of the Term of the Agreement the Client shall provide GW Flex with confirmation of the change of address of its registered office or place of business, by replacing the Office Space address with another address. If the above confirmation is not delivered, the Client will be obliged to pay a contractual penalty of PLN 200 for each day of delay. GW Flex shall be entitled to credit an appropriate part of the Deposit towards the contractual penalty so imposed, to which the Client consents.
- 4.4. The Client shall be liable, on a risk basis, for all actions and omissions of its Users and Visitors and any other persons staying in the Building at the invitation or upon consent of the Client, as for its own actions and omissions, including also for the purposes of termination of the Agreement, and in particular it shall be liable for any damage caused by itself or such persons in the Office Space, as well as in the Building.
- 4.5. The Client acknowledges that works may be conducted in the Building and in the Office Space which may cause restrictions in access to the Desks.
- 4.6. The Client agrees, and shall ensure that persons staying in the Building upon consent of or at the invitation of the Client will agree, to video monitoring, through unguarded security cameras, of the Office Space (excluding the restrooms), only and exclusively for safety purposes. The Client hereby indemnifies GW Flex against any potential claims of the Client's employees, associates, contract partners and Visitors related to such video monitoring.
- 4.7. The Client is not authorized to connect to the network and on the Office Space active network devices such as routers, switches, access points, repeaters, etc. The ban also includes connecting printing and scanning devices to available WiFi networks. In the case of demand for the above-mentioned IT services, it is necessary each time to agree on these issues with GW Flex personnel. If the Client connects devices in violation of this provision, GW Flex will be entitled to disconnect them.

5. RIGHTS AND OBLIGATIONS OF GW FLEX

- 5.1. GW Flex shall not be liable for any delay or interruption in the provision of Services arising from any circumstances for which GW Flex is not responsible. GW Flex shall not be liable towards the Client for any damage or inconvenience which may be caused by any temporary interruption in the provision of Services during any inspection, maintenance works, repairs or refurbishment.
- 5.2. To the extent permitted by law, GW Flex shall not be liable for any damage or destruction of any items owned by the Client, located on the Desk, unless they are caused by any deliberate actions or gross negligence of GW Flex or its employees.
- 5.3. GW Flex shall not be liable for any non-performance or improper performance of its obligations due to force majeure which shall be understood by the Parties as any extraordinary event beyond control of GW Flex, which (or the consequences of which) cannot be prevented by ordinary means and which adversely affects the fulfilment by GW Flex of its obligations arising from the Agreement, including in particular but not limited to: (i) war, (ii) riot or unrest, general strikes (not limited exclusively to employees of GW Flex); (iii) flood; (iv) state of emergency, (v) terrorist attack; (vi) interruption, restriction or disturbance in supply of utilities necessary to perform the Agreement for reasons not attributable to GW Flex, (vii) sanitary and epidemiological restrictions imposed in connection with a pandemic of an infectious disease, directly affecting the performance of the Agreement, provided that the sanitary and epidemiological restrictions being in force at the time of execution of this Agreement do not constitute force majeure.
- 5.4. GW Flex shall not be liable for any personal property left on the Desk or the Office Space by the Client or its Visitors.
- 5.5. GW Flex shall not be liable for any damage suffered by the Client arising from the inability to use the Hot Desk due to the unavailability of Hot Desks.

- 5.6. In the event of the Client's delay in payment of the Fee or any other fee for services resulting from Price List exceeding 7 days, GW Flex has the right, after prior ineffective payment request to the Client by e-mail granting the Client an additional 3-day period to make the payment, to block access to the Office Space. After the Fee is paid, GW Flex shall unblock the Client's access to the Office Space. In consideration of unblocking access to the Office Space GW Flex shall charge the Client an administrative fee of PLN 1,000 which shall be payable within 7 days of the date of unblocking access, otherwise such fee may be deducted from the Deposit.
- 5.7. If the Client does not fulfil any of its obligations arising from the Agreement, and if the Client, any of its Visitors or any other person, for whose actions and omissions the Client is responsible, causes any damage, GW Flex shall be entitled to draw upon the Deposit, in whole or in part, to cover any damage, loss, costs or expenses arising or related to the non-performance or improper performance of an obligation by the Client. The drawing upon the Deposit shall not release the Client from perform or proper perform of any obligations arising from the Agreement.
- 5.8. GW Flex's liability for damages is limited to the amount of the three-month Fee. The above limitation does not apply to damages caused by GW Flex intentionally.
- 5.9. GW Flex is entitled to provide Services or any part thereof to the Client by itself or through any third party.

6. FEES

- 6.1. Throughout the entire Term of the Agreement the Client shall pay to GW Flex the Fee and any additional fees indicated in the Detailed Part of the Agreement or arising from the fact that the Client ordered additional services according to the Price List for additional services. The Client has the right to become acquainted with the up-to-date Price List for additional services at the website address indicated in Schedule 4.
- 6.2. The Fee for the first accounting period of the Agreement, being understood as the period between the Commencement Date and the end of the first full calendar month of the Term of the Agreement, shall be payable together with the Deposit within 7 days of the date of execution of the Agreement, however not later than on the Commencement Date. The Client shall pay the Fee for subsequent accounting periods monthly in advance, by the 21th day of the month preceding the accounting period (month) to which the Fee pertains. The Client will pay the fees resulting from the ordered services, in accordance with the Price List for additional services on the basis of a VAT invoice issued by GW Flex at the end of each month within 14 days from the date of delivery of such VAT invoice.
- 6.3. All payments shall be made by a bank transfer to the bank account indicated by GW Flex in the Detailed Part of the Agreement. Any change of the bank account of GW Flex shall not cause an amendment of the Agreement, however GW Flex shall immediately notify the Client of such change.
- 6.4. Unless the Agreement expressly states otherwise, all amounts indicated in the Agreement are net amounts and shall be increased by the applicable VAT, expressed and payable in zlotys. The above does not apply to contractual penalties.
- 6.5. The Client agrees that GW Flex shall issue electronic invoices and send them to the e-mail address indicated in the Detailed Part of the Agreement or any other e-mail address indicated by the Client in writing (otherwise being null and void). Invoices will be issued and sent to the Client by the 7th day of the month preceding the accounting period (month) to which the relevant invoice pertains.
- 6.6. Further, the Client will be obliged to pay to GW Flex the Entry Fee in the amount indicated in the Detailed Part of the Agreement. The Entry Fee shall be payable within 7 days of the date of execution of the Agreement, however not later than on the Commencement Date.
- 6.7. The Fee shall be subject to indexation. The indexation shall be carried out based on the positive change (increase) of the average annual price index for consumer goods and services published by the President of the Chief Statistical Office. The indexation shall be carried out annually; the first indexation shall be carried out in the month falling 12 months from the Commencement Date and it shall take effect from the first day of such month. Together with the notice of indexation GW Flex shall deliver to the Client an invoice for the difference between the Fee after indexation and the Fee before indexation, and the Client will be obliged to pay such difference to GW Flex within 10 (ten) days from the date of delivery of the invoice to the Client.
- 6.8. In the event that the fees resulting from the services ordered in accordance with the Additional Services Price List exceed the amount of the Deposit, GW Flex may require a prepayment in the amount of 100% of such additional services or a corresponding replenishment of the Deposit, at the sole discretion of GW Flex.

7. DEPOSIT

- 7.1. The Deposit constitutes a security for the Client's obligations arising from the Agreement, and a security for any damage caused by the Client or its Visitors, and any other persons for whose actions and omissions the Client is responsible. The Client shall pay

the Deposit to GW Flex within 7 days of the date of execution of this Agreement, however no later than on the Commencement Date. The amount of the Deposit is indicated in the Detailed Part of the Agreement.

- 7.2. The Client shall pay the Deposit to the bank account of GW Flex indicated in the Detailed Part of the Agreement. GW Flex will not be obliged to place the Deposit on a dedicated bank account. The Client shall not be entitled to any interest on the amount paid as the Deposit.
- 7.3. GW Flex shall be entitled to draw upon the Deposit whenever the Client does not fulfill any obligation. After drawing upon the Deposit, GW Flex shall inform the Client of the foregoing. In this case, the Client is obliged to replenish the Deposit so that the Deposit will correspond to the double amount of the current Fee within 3 days from the date of receipt of notification of the use of the Deposit by GW Flex.
- 7.4. In the event of indexation of the Fee, as referred to in point 6.7., the Deposit shall be increased accordingly. In such case GW Flex shall request the Client to replenish the Deposit within 7 days of the date of receipt of the request, so that the Deposit will correspond to the double amount of the current Fee.
- 7.5. GW Flex shall return the Deposit to the Client within 30 days after the expiry of the Agreement and payment of all dues, after making deductions, if any, to the account indicated by the Client.

8. ASSIGNMENT

- 8.1. The Client shall not be allowed to assign any rights or obligations arising from the Agreement to any third parties without GW Flex's prior consent expressed in writing, otherwise being null and void. The Client shall not be allowed to hand over the Object of Agreement to any third party for its use without GW Flex's prior consent expressed in writing, otherwise being null and void.
- 8.2. The Client agrees to the assignment by GW Flex of all or any rights or all or any obligations arising from the Agreement to each owner of the Building or a company comprising the Globalworth group.

9. TERM OF AGREEMENT

- 9.1. This Agreement is executed for a definite or indefinite period of time (depending on the choice of option indicated in the Detailed Part of the Agreement). The Parties further undertake to fulfil their obligations specified in the Agreement, applicable in the period preceding and following the end of the Term of the Agreement. The Term of the Agreement will always end at the end of the relevant calendar month.
- 9.2. In the case of conclusion of the Agreement for a definite period of time, no later than 2 months prior to the expiry of the Term of the Agreement, both Parties shall be entitled to inform other Party of its intention to terminate the Agreement upon the lapse of the period for which it was concluded. If neither of the Parties does not give such notice within the above deadline, the Agreement shall be automatically extended for a period indicated in Detailed Part of the Agreement.
- 9.3. Without prejudice to any other rights of GW Flex, GW Flex is entitled to terminate the Agreement without notice in the following cases:
 - 9.3.1. the Client does not pay the Deposit or Initial Fee in the amount indicated in the Detailed Part of the Agreement in accordance with the provisions of the Agreement, i.e., no later than on the Commencement Date,
 - 9.3.2. the Client is late with payment of the Fee or any part thereof for 2 (two) payment periods; in such case GW Flex may terminate the Agreement after ineffective lapse of an additional period of 1 (one) month, granted to the Client to pay the overdue Fee,
 - 9.3.3. The Client is in default of payment of any other fee under the Price List or any part thereof in excess of fourteen (14) days;
 - 9.3.4. the Client does not pay the overdue Fee any other fee under the Price List within 14 days of the date of blocking the access to the Office Space, in accordance with point 5.6. of the Agreement,
 - 9.3.5. the Client does not fulfil any obligation related to the Deposit, in particular it does not replenish the Deposit, within the deadline specified in point 7.3. or 7.4 of the Agreement,
 - 9.3.6. the Desk is used by any persons other than the Client and Users,
 - 9.3.7. the Client assigns all or any part of its rights or obligations arising from the Agreement to any third parties without GW Flex's written consent,
 - 9.3.8. the Client uses the Desks in a manner contrary to their intended use,
 - 9.3.9. the Client breaches any material obligation specified in the Agreement (in particular, any obligation related to: (i) maintaining the Desk in good condition, (ii) observing the applicable laws, regulations, the Building Regulations and

the Desks and Office Space Regulations), and does not remedy such breach within an additional period granted by GW Flex,

9.3.10. as a result of any damage to the Office Space or the Building the Desk becomes unsuitable for use for the purposes of the Client's activity,

9.3.11. the Client or any person for whose actions or omissions the Client is responsible, poses a risk to health or safety of other people, induces any other person to take actions contrary to law, engages in any activities contrary to law, or slanderous, defamatory, constituting threats, having a pornographic nature, harmful, hateful, racist, aggressive, offensive or causing intentional damage to GW Flex or any third party.

9.4. If GW Flex terminates the Agreement without notice, the Client will be obliged to pay to GW Flex a contractual penalty in the amount of the sum of three times the Fee and three times the Additional Costs current as of the date of the Agreement. The above contractual penalty does not apply to the case of termination of the Agreement without notice, referred to in clause 9.3.10 of the Agreement, unless the Client is responsible for causing the damages described in this clause.

9.5. With respect to agreements concluded for an indefinite period of time, each Party has the right to terminate the agreement by a one month's notice of termination, effective at the end of the calendar month.

10. RELOCATION

10.1. GW Flex has the right to relocate the Client to another Dedicated Desk within the Building. In such case GW Flex shall inform the Client of the relocation by at least 7 days' prior notice, indicating a new Dedicated Desk.

11. SURRENDER OF DEDICATED DESK/OFFICE SPACE

11.1. On the Expiry Date at the latest the Client shall return to GW Flex the Dedicated Desk together with equipment owned by GW Flex, in the same condition as on the Commencement Date, subject to wear and tear being the consequence of their proper use, as well as all access authorizations to the Office Space.

11.2. By the above date the Client shall remove from the Dedicated Desk, Hot Desk and Building all movables brought thereto. If the Client does not fulfil this obligation, GW Flex shall be entitled to remove such items and store them in the location chosen by GW Flex or their disposal (as decided by GW Flex) at the Client's expense and risk, and it shall not be liable for any damage to such items.

11.3. If during the removal of any movables referred to in point 11.2 any non-culpable damage to the Office Space or any other parts of the Building occurs, GW Flex shall repair such damage at the Client's expense and risk.

11.4. Without prejudice to any other rights of GW Flex, if the Client does not surrender the Dedicated Desk to GW Flex at the latest on the Expiry Date in the condition specified in the Agreement, the Client shall pay to GW Flex a contractual penalty equal to 1/15 of the monthly sum of the fee for the Dedicated Desk, for each commenced day of delay.

11.5. The surrender of the Dedicated Desk shall be confirmed by a handover protocol signed by the authorized representatives of the Parties. GW Flex shall be entitled to unilaterally sign the handover protocol if the Client or the Client's representative does not participate in the surrender of the Desk.

12. COMMUNICATION

12.1. Except as expressly indicated in the Agreement, all notices, requests and other information which are required or permitted under the Agreement shall be made in documentary form and shall be deemed effectively delivered in the right mode, if sent to e-mail addresses of the relevant Party indicated in the Detailed Part of the Agreement (whereas an e-mail must be sent from an e-mail address of the sender indicated in the Detailed Part of the Agreement). The delivery date shall be deemed by the Parties to be the date of registration of an e-mail on the incoming mail server of the Party who received the e-mail. Each Party undertakes to immediately notify the other of any changes of the e-mail addresses indicated in the Detailed Part of the Agreement as mailing addresses. Until a written notice of change of address is delivered in the manner specified in the previous sentence, all letters sent to the previous address will be deemed effectively delivered.

13. MISCELLANEOUS PROVISIONS

13.1. GW Flex is entitled to amend the GTCA at any time during the Term of the Agreement. Amendments to the GTCA shall be effective and shall be binding on the Parties after the lapse of 7 days of the date of notification to the Client on GTCA amendment. The Client may object to the changes to the GTCA only concurrently with the termination of this Agreement upon 3 months' notice, effective at the end of the month in which the statement of objection to the changes and termination is delivered to GW Flex. The objection will be effective against GW Flex if it is expressed within 14 days of receipt of the notification of the GTCA changes and includes a statement of termination of this Agreement.

13.2. GW Flex remains entitled to amend the Desks and Office Space Regulations, the Regulations of the Building and the Price List for Additional Services at any time during the term of the Agreement, without notifying the Client. The Client acknowledges that it

has the opportunity to read the current Office and Office Space Regulations, the Building Regulations and the Price List for Additional Services each time at the dedicated links indicated in the Detailed Part of the Agreement.

- 13.3. The application of Article 357¹ and Article 664 of the Civil Code to the Agreement is excluded.
- 13.4. Headings and subheadings are used for convenience only and do not in any way affect the interpretation of the Agreement.
- 13.5. Any disputes that may arise in relation to the performance of the Agreement shall be resolved by the common court having jurisdiction over the location of the Building.
- 13.6. If any provision of the Agreement appears to be invalid or ineffective, other provisions of the Agreement shall remain in full force and effect. The Parties shall make efforts to replace such invalid or ineffective provision with another provision which to the fullest extent possible will pursue the objectives of the invalid or ineffective provision.
- 13.7. Any failure to exercise or delay in exercising any rights or remedies available to GW Flex under the Agreement shall not constitute a waiver thereof. The rights or remedies available to GW Flex under the Agreement are cumulative, and the exercise of one of them shall be without prejudice to any other rights or remedies available under the Agreement or the applicable law.
- 13.8. The Client is not entitled to set off any of its claims against GW Flex against any claims of GW Flex towards the Client.
- 13.9. The Parties undertake to keep secret all information related to the Agreement and performance hereof. In order to disclose any information of this kind the other Party's prior written consent shall be required. The Parties are released from the obligation to keep secret within the scope arising from the mandatory provisions of law and final decisions of any courts and public authorities binding on the Parties.
- 13.10. GW Flex hereby declares that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on combating late payment in commercial transactions.
- 13.11. The content published on the websites referred to in this Agreement forms an integral part of the Agreement. GW Flex shall be entitled to transfer such content to another URL address, which shall not constitute an amendment to the Agreement but shall require a notice to the Client.

14. PERSONAL DATA PROTECTION

- 14.1. Each Party states that it shall be a controller of any personal data, including personal data of its employees or associates, which it will share with the other Party in connection with the execution and performance of this Agreement.
- 14.2. Information on the detailed rules for personal data processing by GW Flex and on the rights of data subjects is available at: <https://www.globalworth.com/polityka-prywatnosci/>.
- 14.3. The Client represents that it has familiarized itself with the information referred to in point 14.2, and – if needed – provided such information to all persons whose personal data is made available to GW Flex.

15. ENTRUSTMENT OF THE PROCESSING OF PERSONAL DATA – SERVICE OF PRINTING, HANDLING AND SCANNING CORRESPONDENCE

- 15.1. If within the use of the service of access to the printer, handling of correspondence, referred to in clause 2.2 or the service of scanning correspondence (if such Service includes the Detailed Part of the Agreement), the Client will provide for printing, handling of correspondence or scanning the document containing any personal data, these data will be the subject of entrustment of processing, and GW Flex - to the extent necessary for the implementation of the service of printing, handling of correspondence or scanning - will become an entity processing personal data.
- 15.2. GW Flex represents that:
 - 15.2.1. it shall process personal data referred to in point 15.1 only for the purpose necessary to perform printing, handling or scanning services;
 - 15.2.2. it has infrastructural resources, experience, knowledge and qualified personnel within the scope necessary to properly process personal data referred to in point 15.1.
- 15.3. With respect to the performance of printing, handling or scanning services GW Flex is obliged to:
 - 15.3.1. process personal data referred to in point 15.1, in accordance with the provisions of law, in particular the GDPR;
 - 15.3.2. use necessary technical and organizational measures to protect personal data, on the terms set out in Article 32 of the GDPR;
 - 15.3.3. notify the Client of any personal data breach affecting personal data which the Client entrusted to GW Flex for the purposes of provision of printing, handling and scanning services.

- 15.4. In order for proper performance of printing, handling and scanning services GW Flex may transmit personal data referred to in point 15.1 to further processors. GW Flex warrants that it shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject.
- 15.5. GW Flex shall not transmit personal data referred to in point 15.1 to any third parties (i.e., outside the EEA) unless it is required for proper performance of printing, handling or scanning services to which the Client hereby consents.
- 15.6. In the event of any breach of the processing rules specified in this clause the Client may request GW Flex to pay a contractual penalty in the amount equal to one-month the Fee, for all breaches. The Parties exclude the Client's right to claim damages from GW Flex exceeding the contractual penalty in this respect.

16. COMPLIANCE

- 16.1. GW Flex states that the capital group to which GW Flex belongs (Globalworth group) adopted the Code of Conduct, available at <https://www.globalworth.com/about-us/code-of-conduct/>, through which it promotes the highest ethical standards and the importance and benefits stemming from the maintenance of high standards with respect to environmental protection and sustainable development. GW Flex expects each business partner with whom GW Flex enters into or maintains a business relationship to conduct its activities in line with the values specified in the Code of Conduct.
- 16.2. Bearing in mind the provisions of point 16.1, the Client represents that both the Client and the entities or persons representing the Client or acting on behalf of the Client are not engaged in, and undertake not to engage in – throughout the entire duration of the cooperation between the Parties, including the term of this Agreement – any practices, either directly or indirectly, which may breach any Polish, European, U.S. or UK regulations on counteracting corruption, money laundering or terrorism financing.
- 16.3. The Client represents that – to the best of its knowledge – as of the date of execution of this Agreement neither the Client nor any of the entities or persons representing the Client or acting on behalf of the Client has been covered by any economic or commercial sanctions or any other restrictive measures imposed by: (i) the European Union, (ii) any of the Member States, (iii) Great Britain, (iv) United States, (v) United Nations or (vi) the World Bank Group. Further, the Client represents that it is not linked with any entities on which any sanctions or restrictive measures referred to in the previous sentence have been imposed.
- 16.4. The Client undertakes to inform GW Flex of any breach of the provisions of point 16.2 or point 16.3, and if GW Flex decides to carry out an investigation, the Client undertakes to fully cooperate with and assist GW Flex until such investigation is completed.
- 16.5. In the event of a breach of any provision of this point 17, GW Flex reserves the right to terminate this Agreement with immediate effect, upon written notice to the Client.

17. FINAL PROVISIONS

- 17.1. The Agreement shall be governed by Polish law.
- 17.2. Whenever GW Flex is entitled to impose a contractual penalty on the Client, GW Flex may also claim damages exceeding the contractual penalty so charged under the general rules of law.
- 17.3. Conclusion of the Agreement or any amendments or supplements thereto shall require to be made in documentary form (forma dokumentowa), otherwise shall be null and void. The Parties, however, reserve that the documentary form shall be considered adhered to only if the following conditions occur jointly:
- 17.3.1. the Agreement or the annex will be prepared in PDF form and will be stamped with electronic signature markers of persons authorized to represent each party; such signatures may (but do not have to) constitute a qualified electronic signature or may be applied onto the document using DocuSign, Adobe Reader or another program, including one similar to the above, which allows to apply a signature marker to a document in PDF format; alternatively, the documentary form shall be deemed adhered to also if the Parties exchange electronic copies (including scans or photographs) of the Agreement or annexes signed manually (ink/handwritten signature) by the Parties' authorized representatives. Either Party may use any of the two alternative ways of signing the Agreement or the annex listed above, i.e., it is not necessary to maintain the identity of the ways of signing the Agreement or annex by both Parties;
- 17.3.2. the Agreement or the annex signed in the above-indicated manner will be sent from and to the e-mail addresses indicated in the Agreement or to addresses indicated otherwise in the manner compliant with the Agreement.
- 17.4. The Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings and arrangements between the Parties within the scope covered by the Agreement.
- 17.5. The Schedules to the Agreement constitute an integral part hereof.

