General Terms & Conditions

CSG S.A.

version dated 16.09.2021

1. GENERAL PROVISIONS

1.1. These General Terms & Conditions ("**GT&C**") are introduced by CSG S.A. with its registered office in Kraków (address: 30-509 Kraków, ul. Kalwaryjska 33, Poland), entered into the register of entrepreneurs of Polish National Court Register (KRS) under the number 0000714229, using tax identification number (NIP) 6793163992 and statistical number (REGON) 36929326900000, BDO: 000011314 ("**the Company**").

1.2. GT&C stipulate rights and obligations of the Company and its business partner ("**the Partner**"), wishing to buy products from the Company ("**the Products**").The Company and the Partner are hereinafter jointly referred to as "**the Parties**".

1.3. GT&C constitute an integral part of any agreements (regardless of their form – be it written, email etc.), concluded by the Parties ("**the Agreements**").

1.4. The Partner is obligated to review and become acquaint with the GT&C. GT&C are available at the Company's B2B platform.

1.5. The Partner represents that:

1.5.1. it does not use its own general terms of contracts or any similar document,

1.5.2. its cooperation with the Company has an entirely professional character and hence the Partner does not act as "an entrepreneur on the rights of a consumer", under relevant consumer protection laws.

2. REGISTRATION AT THE COMPANY'S B2B PLATFORM

2.1. The Company provides a B2B platform for Partners.

2.2. All Partners must register at the Company's B2B platform. In order to do so, the Partner:

2.2.1. is obliged to provide information and/or documents regarding Partner's organisation (e.g. registration data),

2.2.2. may be obliged to provide further information and/or documents that the Company could reasonably need to comply with the relevant statutory regulations (including tax law, anti-money laundering, personal data protection, import & export law, waste management law

etc.) or to verify Partner's compliance with the same (and such demand may be repeated in the future),

2.2.3. may be obliged to provide information regarding Partner's business profile (expected orders volume, Products of interest to the Partner, sales channels, proposed trade credit).

2.3. The Company may at its sole discretion refuse to any entity the registration in the Company's B2B platform.

3. THE ELEMENTARY TERMS OF COOPERATION

3.1. Company grants the Partner permission to market, distribute and sell Products specified in the relevant Agreement under the Company's trademarks during the whole term of the relevant Agreement ("**Permission**").

3.2. The Company will not consider the Partner as an exclusive partner and nothing herein shall be understood as express or implied obligation to this effect.

3.3. The Company shall not be liable for any claim, damages or other liability, whether in action of contract, tort or otherwise, arising from, out of or in connection with any activities of the Partner or Company's current or future business partners (e.g. other distributors). This shall in particular apply to any acts of unfair competition, infringements of intellectual or industrial property rights, infringements of other distributors' rights, etc.

4. ORDERS & DELIVERIES

4.1. Orders to be placed via the Company's B2B platform ("**Orders**"). Orders placed via e-mail are only possible in the event of web platform failure lasting over 72 consecutive hours. Orders by e-mail shall only be accepted if placed using forms made available for the purpose by the Company. The aforementioned orders shall constitute an offer in the meaning of Article 66(1) of the Civil Code.

4.2. Orders shall also mean Backorders referred to in section 4.5 unless these Terms and Conditions state otherwise.

4.3. After Order placement, within five (5) business days, the Company shall confirm goods availability to the Partner, and the possibility of Order completion, indicating the cost of Product delivery ("**Confirmation**"). The Confirmation shall constitute offer acceptance in the meaning of Article 66(2) of the Civil Code, subject to section 4.5. "**Business Days**" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays in Poland. All dates and times are defined using Central European Time, unless expressly stated otherwise.

4.4. Orders shall be deemed accepted and in progress only after the Confirmation has been sent. The Sale Agreement is concluded upon

Confirmation mailing by the Company. The provisions of this section shall not apply to Orders for goods that are out of stock at the Company warehouse upon Order placement (section 4.5).

4.5. In the event of placing an Order for goods that are out of stock at the Company warehouse upon Order placement ("**Backorder**"), the Company shall confirm Order reception to the Partner, presenting the summary of the Backorder, delivery cost, as well as envisaged date of shipment. Confirmation of Backorder reception shall not be equivalent to its acceptance or conclusion of a Sale Agreement with the Partner.

4.5.1. The Company may cancel a Backorder for reasons outside its control, immediately informing the Partner thereof via e-mail at the address provided while registering at the B2B platform ("rejected Backorder").

4.5.2. In the event of rejecting a Backorder, the Company shall reimburse the equivalent of the price paid by the Partner for the cancelled Backorder at the bank account from which the Partner made the payment for the Backorder.

4.5.3. When placing a Backorder, the Partner shall be informed about the envisaged date of product shipment. The envisaged date of shipment can change, about which the Partner shall be informed via e-mail at the address provided while registering at the B2B platform.

4.5.4. Within two (2) business days preceding the envisaged date of goods shipment, the Partner can modify the volume of the goods ordered (namely increase or decrease the volume). A change to the volume of ordered goods shall constitute modification of the Partner's offer. Sections 4.5-4.5.7. of these Terms and Conditions shall apply accordingly.

4.5.5. In the event of simultaneous Order for goods available at the warehouse and a Backorder, the Partner acknowledges that all goods will be shipped together, after the goods covered by the Backorder have been supplied to the Company's warehouse.

4.5.6. In the event of a change to the price of goods covered by the Backorder after the Partner has placed the Backorder, for reasons uncontrolled by the Company, the Company reserves the option to reject the Backorder and to present the Partner with a different price offer for the same goods by way of individual pricing negotiations with the Partner via e-mail, at the address provided while registering at the B2B platform. In the event where the Parties fail to reach an agreement as to the price in reasonable time, the Company shall cancel the Backorder. Section 4.5.2 shall apply accordingly.

4.5.7. The Company's confirmation to the Partner about shipping the Backorder shall constitute acceptance of the Backorder and is equivalent to concluding the Sale Agreement.

4.6. Unless otherwise expressly stated in the Confirmation Notice, the ordered Products shall be delivered to the point of delivery specified in the respective Order, or Partner's place of business if no other point of delivery has been specified by the Partner.

4.7. Ownership of the Products shall pass to the Partner at the moment of them being handed over by the Company to a carrier, except if otherwise expressly stated in the relevant Agreement. However, to the extent that the Products contain embedded software, ownership or title regarding such embedded software shall not be passed to the Partner, but the Partner and all users shall have a worldwide, irrevocable, perpetual, royalty-free right to use the embedded software as an integral part of such Products. By "**embedded software**" Parties understand software necessary for operation of the Products and embedded in and delivered as integral part of the Products.

4.8. The risk of accidental loss of or damage to the Products is transferred to the Partner at the same time as the ownership.

4.9. The costs of delivery (including its insurance, if any) shall be borne by the Partner.

4.10. Company shall invoice Partner at the moment of sale, except if otherwise expressly stated in the relevant Agreement.

5. RMA CONDITIONS

5.1. Returns ("**RMA items**") have to be sent back to the Company's warehouse prior to thirty (30) calendar days from delivery date. Upon arrival of such RMA items, the Company will prepare credit notes for Products that are fully functional and were not faulty or damaged at the moment of their delivery to the Partner. If any returned Product will not be in its original shape (e.g. damaged or with visible signs of use, lacking parts or components, improperly stored), the Company has the right to send it back to the Partner on Partner's cost. Delivery costs for dispatching RMA items (from Partner to the Company) will be borne by the Partner.

5.2. Faulty Products (except Products destroyed during shipment), sent by the Company and received by the Partner, have to be sent back to the Company's warehouse and will be exchanged in 1:1 ratio. Delivery costs for dispatching RMA items (from the Company's warehouse to the Partner) will be borne by the Company.

5.3. Following section 4.6., the Company shall not be liable for any damage or loss that occurred to Products during shipment. The Partner acknowledges and accepts that in all such instances, it shall address all claims to the carrier. The Partner represents that it is familiar with relevant domestic and international laws (e.g. the CMR convention).

5.4. The Company shall not be liable for any claim, damages or other liability, whether in action of contract, tort or otherwise, arising from, out of or in connection with any Products which were stored improperly by the Partner.

5.5. Warranty conditions & periods for specified Products are described in the Company's B2B platform. Any further-going liability of the Company on account of warranty for defects is excluded.

5.6. All claims connected with warranty made by end-users and received by the Partner shall be processed by the Partner.

6. PRICING & PAYMENTS

6.1. All prices or fees are indicated on Company's B2B platform. Prices or fees may change rapidly according to currencies exchange rates. It is strongly recommended for the Partner to take such possibility into account while planning any future Orders.

6.2. All prices, fees, expenses and disbursements are net values – i.e. exclusive of VAT, sales tax or the equivalent thereof.

6.3. If any payment due under any Agreement is made by the Partner using express payment providers (Paypal or alike), all fees charged by such providers for the transfer shall be indicated as a separate item in the relevant invoice and borne by the Partner.

6.4. For payment terms ("**the Payment Terms**") the following rules shall apply:

6.4.1. Unless explicitly agreed between the Parties, all Orders shall be paid for by the Partner in advance;

6.4.2. the Partner may apply for extended Payment Terms with defined maximum amount of liability to the Company (the "**Trade Credit**");

6.4.3. before granting or extending the Partner's Trade Credit, the Company may demand any information and/or documents mentioned in section 2.2., as well as any other information and/or documents reasonably necessary to asses Partner's risk profile (and such demand may be repeated in the future);

6.4.4. the Company may at its sole discretion:

6.4.4.1. refuse to any Partner the granting or extending of the Trade Credit,

6.4.4.2. alter or cancel the Trade Credit at any time (which does not influence Payment Terms for Orders placed earlier to such alteration or cancellation),

6.4.4.3. demand payment in advance, whenever the new Order or Orders to be placed by the Partner would exceed the agreed maximum liability to the Company;

6.4.5. if any amounts are not paid within the Payment Term, the Partner shall be in material breach of the relevant Agreement and in default (without a notice of default being required), and the Company will be entitled, without prejudice to any rights or remedies otherwise

available, to charge late payment interest of one per cent (1%) per month, and such late payment interest shall be applicable from the first day when payment becomes overdue and will accrue until full and final payment has been made.

6.5. All fees, expenses and disbursements will be paid by the Partner without set-off or counterclaim, without deduction or withholding on account of any taxes, levies, imports, duties or charges of whatever nature.

6.6. In the event that the Partner disputes an invoice or part of an invoice (the "**Disputed Invoice**"), the Partner shall within fourteen (14) calendar days from the date of delivery of Products covered by such Disputed Invoice notify the Company regarding the Disputed Invoice (the "**Dispute Notice Period**"), identify the disputed amount and set out the reason for such dispute. Where the Partner fails to notify the Company regarding such dispute within the Dispute Notice Period, the Partner shall have waived its dispute and the disputed amount shall be due as if it was not disputed. Where the Partner notifies the Company of the Disputed Invoice within the Dispute Notice Period, both Parties shall seek to resolve such dispute in good faith within 14 calendar days following such notification. For the avoidance of doubt, where the Partner shall pay any partial amount due under an invoice, whether disputed or otherwise, such payment, if accepted, is always accepted by the Company on account of payment of the full balance of the invoice. Partial payment shall not alleviate the Partner from payment of the full balance of the invoice, unless agreed otherwise by the Parties in writing under pain of invalidity. Upon resolution of disputed amounts, the Company shall submit an invoice for the amounts that the Parties mutually agree are no longer in dispute. Following receipt of an invoice stating only undisputed amounts (the "**Correct Invoice**"), the Partner shall pay the Company such amounts immediately, but in any event not longer than 5 (five) calendar days from the date of the Correct Invoice.

7. OBLIGATIONS OF THE PARTNER

7.1. The Partner agrees to use at its own cost commercially reasonable efforts consistent with industry standards to distribute the Products.

7.2. The relationship of the Company and the Partner is that of independent contractors, and neither party is an employee, agent, partner (for "partnership") or joint venturer of the other. The Partner shall not be considered an agent or legal representative of the Company for any purpose, and neither the Partner nor any director, officer, agent, or employee of the Partner shall be, or be considered, an agent or employee of the Company. The Partner is not granted and shall not exercise the right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Company. All sales and other agreements between the Partner and its respective partners or customers are Partner's sole responsibility and will have no effect on the Company's obligations under any Agreement.

7.3. The Partner shall not:

7.3.1. act as, or represent itself as, an agent or a branch of the Company for any purpose (and particularly shall not register or use any internet domains which could reasonably create an impression that they belong to, or are operated by the Company, or Company’s agent–);

7.3.2. give any condition or warranty on the Company’s behalf;

7.3.3. make any representation on the Company's behalf;

7.3.4. attempt to commit the Company to any sales contracts or any other legally binding agreement;

7.3.5. modify or alter the Products or their packaging in any way, save as required by law; or

7.3.6. do anything which will harm the reputation of the Company.

7.4. In case of violation of section 7.3. above:

7.4.1. the Partner shall pay the Company a contractual penalty in the amount of 5% of half-yearly turnover, not less than 1000 EUR, for every violation,

7.4.2. the Partner shall immediately cease such violation after being notified about this fact by the Company or else shall pay the Company an additional contractual penalty in the amount of 1% of the annual turnover for each day of the continuing violation.

7.5. The right to claim damages in excess of the contractual penalties reserved in the previous section is not excluded. The Company may at its sole discretion exercise the right to demand contractual penalty and/ or the rights set forth in section 11.

7.6. The following activities (this term including defaults) performed by third parties shall, for the purposes of the sections 7.3. and 7.4. above, be considered as activities performed by the Partner himself:

7.6.1. activities performed by the Partner’s employee;

7.6.2. activities performed by the Partner’s employer;

7.6.3. activities performed by an entity in which the Partner or any member of any of Partner’s bodies (e.g. members of the management board, board of directors), or Partner’s partner (in a partnership), or major shareholder (in a company) – is a member of any body, or a major shareholder or a partner, at the moment of performing such activity,

7.6.4. activities performed by the member of Partner’s family, up to sixth degree of relatedness.

7.7. For avoidance of doubt the Partner acknowledges and accepts, that according to section 7.6. above he assumes liability for non-performance or improper performance of an obligation due to specified circumstances for which normally he would not be liable. The Partner’s liability towards the Company for the third parties as set forth in section 7.6. above, is based on risk.

7.8. For avoidance of doubt the Partner acknowledges and accepts, that for the purposes of section 7.6. above the terms “employee” and “employer” shall refer to all kinds of employment, existing during the term of any Agreement or after such Agreement is terminated, be it civil law – based or labour law, or other. Whereas the term “major shareholder” shall stand for any person holding more than 10% of shares.

8. INTELLECTUAL PROPERTY

8.1. The Company grants to the Partner a worldwide, non-transferable, revocable license, without right of sublicense - to use solely in connection with the sale, distribution and advertisement of the Products - the Company’s intellectual property objects (“**IP objects**”) such as:

8.1.1. Company’s trademarks, whether registered or not (Green Cell Mark, Green Cell Fresh Energy Mark and GC Mark, GC Ultra, others),

8.1.2. products’ specification with compatibility lists provided by the Company,

8.1.3. graphic materials such as infographics, diagrams, photos, pictures, renders (all such materials shall be accessed by the Partner solely by means of xml. and csv. files described in section 8.1.4.),

8.1.4. xml. and csv. files enabling the Partner to transfer graphic materials such as infographics, diagrams, photos, pictures, renders.

- this shall not be understood, however, as a permission given to Partner to independently acquire or use such IP objects. In particular, whenever intending to use the IP Objects in connection with advertisement of the Products, Partner is obliged to obtain a prior approval of the Company, which may be granted via e-mail or B2B platform by the account manager assigned to the given Partner.

8.2. The Partner shall not use the IP objects except as expressly permitted herein.

8.3. All representations of the IP objects that the Partner intends to use shall be exact copies of those provided by the Company (graphic materials, infographics, diagrams, photos, pictures, renders from the Company’s B2B platform and official worldwide website greencell.global). The Partner shall fully comply with all further guidelines, if any, communicated by the Company, concerning the use of the IP objects.

8.4. Partner shall not alter or remove any IP objects, service marks, tradenames or other marks affixed to the Products by the Company, nor affix the Company’s trademarks or other IP objects to any Product.

8.5. Nothing herein shall grant or shall be deemed to grant to the Partner any right, title or interest in or to the Company’s designs, inventions or IP objects. All uses of the Company’s designs, inventions or IP objects shall inure solely to the benefit of the Company. Partner shall obtain no rights with respect to any of the Company’s designs, inventions or IP objects, other than the right to distribute Products as set forth herein. Partner hereby irrevocably assigns to the Company all right, title and interest held

by the Partner, if any, in or to any of the Company's designs, inventions or IP objects. At no time during or after the term of any Agreement shall the Partner challenge or assist others in challenging the Company's designs, inventions or IP objects, or the registration thereof, or attempt to register any trademarks, service marks, marks, trade names, inventions or designs confusingly similar to those belonging to the Company.

8.6. The Partner shall promptly notify the Company of any actual or suspected infringements, imitations, or unauthorized use of the Company's designs, inventions or IP objects by third parties of which the Partner becomes aware. The Company shall have the sole right to bring any action on account of any such infringements, imitations or unauthorized use, and the Partner shall cooperate with the Company, as the Company may reasonably request, in connection with any such action brought by the Company. The Company shall retain any and all damages, settlement or compensation paid in connection with any such action brought by the Company.

8.7. Within 14 calendar days from the date the relevant Agreement expires for whatever reason, the Partner is obligated to erase every IP object from the Partner's database, website, marketing materials, social media and other places.

8.8. In case of violation of sections 8.1.-8.7. above:

8.8.1. the Partner shall pay the Company a contractual penalty in the amount of 5% of half-yearly turnover, not less than 1000 EUR, for each violation,

8.8.2. the Partner shall immediately cease such violation after being notified about this fact by the Company or else shall pay the Company an additional contractual penalty in the amount of 1% of the annual turnover for each day of the continuing violation.

8.9. The right to claim damages in excess of the contractual penalties reserved in the previous section is not excluded, nor is the liability on the basis of provisions of law, in particular (a) the Polish Act of 16 April 1993 on suppression of unfair competition, (b) the Act of 4 February 1994 on copyright and related rights, (c) the Act of 30 June 2000 – Industrial Property Law. The Company may at its sole discretion exercise the right to demand contractual penalty and/ or the rights set forth in section 11.

8.10. The following activities (this term including defaults) performed by third parties shall, for the purposes of the sections 8.1.-8.8. above, be considered as activities performed by the Partner himself:

8.10.1. activities performed by the Partner's employee;

8.10.2. activities performed by the Partner's employer;

8.10.3. activities performed by an entity in which the Partner or any member of any of Partner's bodies (e.g. members of the management board, board of directors), or Partner's partner (in a partnership) or major shareholder (in a company) – is a member of any body, or a

major shareholder or a partner, at the moment of performing such activity,

8.10.4. activities performed by the member of Partner's family, up to sixth degree of relatedness.

8.11. For avoidance of doubt the Partner acknowledges and accepts, that according to section 8.10. above he assumes liability for non-performance or improper performance of an obligation due to specified circumstances for which normally he would not be liable. The Partner's liability towards the Company for the third parties as set forth in section 8.10. above, is based on risk.

8.12. For avoidance of doubt the Partner acknowledges and accepts, that for the purposes of section 8.10. above the terms "employee" and "employer" shall refer to all kinds of employment, existing during the term of any Agreement or after such Agreement is terminated, be it civil law – based or labour law, or other . Whereas the term "major shareholder" shall stand for any person holding more than 10% of shares.

9. CONFIDENTIALITY

9.1. In the performance of any Agreement, each Party may disclose (the "**Disclosing Party**") and receive (the "**Receiving Party**") confidential information of a Party or its affiliates, in the widest sense ("**Confidential Information**").

9.2. Confidential Information shall be solely used by the Parties for the implementation and performance of the relevant Agreement (the "**Authorised Purpose**") and shall not be used directly or indirectly to procure a commercial advantage of the Receiving Party over the Disclosing Party. The furnishing of Confidential Information will neither constitute an offer nor the basis of any contract or representation.

9.3. Confidential Information includes without limitation:

9.3.1. non-public information relating to a Party's technology, designs, inventions, customers, business plans, promotional and marketing activities, finances, legal support and other business affairs; and

9.3.2. third-party information that a Party is under an obligation to keep confidential, including personal data.

9.4. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge.

9.5. Confidential Information does not include any information that:

9.5.1. is or becomes publicly available other than as a result of breach of any Agreement by the Receiving Party;

9.5.2. was rightfully in the possession of the Receiving Party prior to disclosure to it by the Disclosing Party;

9.5.3. was developed independently by the Receiving Party without access to, or use or knowledge of, the Confidential Information;

9.5.4. is received from a third party who did not acquire or disclose such information in breach of an obligation of confidentiality to the Disclosing Party in relation to the information;

9.5.5. was disclosed with the prior written consent of the Disclosing Party; or

9.5.6. is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or by any applicable law or regulation.

9.6. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

9.7. The Receiving Party will, in as far as reasonably possible, immediately upon receipt of a written request from the Disclosing Party:

9.7.1. destroy all Confidential Information (and all and any copies thereof or of any part thereof); and

9.7.2. expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed, provided that (i) the obligations under this sub clause will not extend to any notes, analyses, memoranda, minutes or other internal corporate documents, prepared by the Receiving Party or on behalf of the Receiving Party or by any of the Authorized Recipients, which are based on, derived from, contain or otherwise make reference to the Confidential Information; (ii) the Parties shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified herein, to the extent required by any applicable law, supervisory or regulatory body or the receiving party's internal retention requirements; and (iii) the Parties shall be entitled to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic electronic archiving and back-up procedures and which is not immediately retrievable as part of day-to-day business.

9.8. The Receiving Party will restrict the possession, knowledge and use the Confidential Information to its directors, officers, employees, contractors, advisers, accountants and/or representatives and directors, officers, employees, contractors, advisers, accountants and/or representatives of its affiliates, who have a need to possess, know or use Confidential Information in connection with the Authorized Purpose and are informed by the Receiving Party of the confidential nature of any Confidential Information they may possess, know or use (the "**Authorized Recipients**"). The Receiving Party will use reasonable endeavours to procure that each such Authorized Recipient shall adhere to those terms as if that person were a party to this GT&C, unless such Authorized Recipient is already bound by confidentiality by its profession.

9.9. No disclosure of any Confidential Information will be made or solicited by any of the Parties or on any of the Parties' behalf without the prior written consent of the other Party, unless such disclosure is required by any applicable law, regulation or by any judicial, governmental, supervisory or regulatory body to which such Party is subject, provided that each Party shall first, to the extent reasonably practicable and permitted by such law, regulation or judicial, governmental, supervisory or regulatory body, consult with the other Party regarding the proposed form, timing, nature and purpose of the disclosure.

9.10. The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information. The Receiving Party will co-operate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

10. PERSONAL DATA PROTECTION

10.1. To the extent that a Party processes personal data of the other Party's customers (e.g. as an implication of the marketing campaign co-organised by the Parties), employees, contractors etc. – the Parties agree that each of them acts as an independent controller and for the avoidance of doubt acknowledge that:

10.1.1. the Parties share the same pool of personal data to the extent that the latter is provided by the one Party to the other Party in connection with or arising out of the relevant Agreement;

10.1.2. the Parties will process personal data only in line and compliance with applicable laws and their respective and distinct purposes and objectives;

10.1.3. either Party has its sole and absolute control over the means and purposes relating to the processing of personal data; this separate and distinct control applies also with respect to the decisional processes and business logic underpinning the above respective processing, although personal data and any details relating to or identifying a living person are exchanged between the Parties on the express understanding that they are to be treated in the strictest confidence;

10.1.4. under no circumstances whatsoever shall either Party be held liable for any other Party's failure to comply with the respective legal obligations as set out by the relevant data protection laws;

10.1.5. following the above, neither Party shall not represent the other or act on behalf of the other toward any supervisory authority as well as data subjects.

10.2. By way of illustration and not limitation, either Party shall:

10.2.1. process personal data for and on its own behalf and in accordance with the GT&C;

10.2.2. ensure that with regard to Parties' respective processing of personal data appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;

10.2.3. ensure that each Party's own personnel who have access to or process personal data are obliged to keep the personal data confidential;

10.2.4. ensure that it has all necessary, appropriate consents and notices in place to enable the lawful transfer of personal data for the duration and the scope of the relevant Agreement (and the Company may at any time demand from the Partner documents proving such consents and notices);

10.2.5. respond, at its own cost, to any request from a data subject and ensure compliance with its own obligations under the data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.2.6. facilitate the exercise of data subject's rights;

10.2.7. be liable for damage caused by its own processing infringing data protection laws obligations.

11. SUSPENDING AND TERMINATING THE COOPERATION

11.1. The Company shall not be obliged to enter into any Agreement with the Partner or to accept any Orders – and nothing herein shall be construed as express or implied obligation to this effect. By way of illustration and not limitation, the Company may refuse any Order, terminate any Agreement without notice, suspend (or terminate) the entire cooperation with the Partner with immediate effect, in particular in case of (and the Parties unanimously declare that termination for reasons stated in this section shall be regarded as termination for good cause; this does not exclude the possibility of recognising other reasons as important):

11.1.1. violation the law, the GT&C or any Agreement, which the Partner does not discontinue immediately after being notified about this fact by the Company;

11.1.2. violation of the Company's intellectual or industrial property rights;

11.1.3. the delay by the Partner with any payments that are due to the Company under any Agreement by more than 21 (in words: twenty one) calendar days;

11.1.4. the Partner failing to provide any additional information or documents that the Company may reasonably need to comply with the relevant statutory regulations (including tax law, anti-money laundering, personal data protection, import & export law, waste

management law etc.) or to verify Partner’s compliance with the same.

11.2. Unless expressly stated otherwise in the relevant Agreement, each Party may terminate any Agreement at any time at its sole discretion, with three (3) calendar days’ notice.

11.3. Notice and termination without notice shall be made in documentary form as defined in section 14.1. – otherwise being null and void.

11.4. The termination of any Agreement shall be equivalent to the termination of the license granted to the Partner according to this GT&C. The Parties decide that in every such case consequences of the termination occur *ex nunc*.

11.5. Partner shall not be entitled to make claims for damages, even if the Company terminated any Agreement without an important reason.

12. LIMITATION OF LIABILITY

12.1. Nothing in this GT&C shall exclude or limit:

12.1.1. either Party's direct loss for death or personal injury caused by its negligence;

12.1.2. either Party's direct loss for fraud or fraudulent misrepresentation;

12.1.3. any other direct loss that cannot as a matter of law be limited or excluded; and

12.1.4. the Partner's obligation to pay fees and cover his own expenses.

12.2. The Company shall not be liable for loss incurred by the Partner due to a breach of any Agreement by the Company if the Company is able to cure such breach within thirty (30) calendar days from the date written notice is given in respect of such breach and there is no subsisting loss to the Partner.

12.3. Except as provided in section 12.1., the Company shall not be liable for any loss of goodwill, business, revenues or profits (whether or not deemed to constitute direct losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damages or expense.

12.4. Any liability of the Company will be reduced to take into account any contributory negligence on the part of the Partner or any other third party pursuant to applicable law and the extent to which the Partner or that third party has caused or contributed to the relevant loss or liability.

12.5. Except as provided in section 12.1., the maximum Company’s liability towards the Partner shall in aggregate per calendar year, whether in contract, tort (including negligence), breach of statutory duty or otherwise, not exceed 50% of the total amount of fees paid by the Partner for the Products and Orders over the period of twelve (12) months immediately preceding the claim, or the pro-rated amount if the engagement has been for a shorter period of time.

12.6. At the time a Party becomes aware or could reasonably have been aware of an event that could led to a claim, that Party shall promptly notify the other Party in writing of such event.

12.7. Employees, directors, officers and successors of the Company, any and all Company's affiliates and third party service providers engaged by the Company under any Agreement, their respective employees, directors, officers and successors may at all times rely on this section 12 for their own benefit as third party beneficiaries to the GT&C.

12.8. The Partner shall make no claims against employees, directors, officers and successors of the Company, Company's affiliates and the third party service providers, their respective employees, directors, officers and successors but may only make claims to the Company in accordance with the provisions hereof.

12.9. No Party shall be liable for any delays or non-performance directly or indirectly resulting from a force majeure event. The affected Party shall promptly notify the other as soon as reasonably possible in writing, setting out with reasonable detail the force majeure event, its effect or the relevant obligations and its estimated duration. The affected Party shall use reasonable endeavours to mitigate the effect of the force majeure event upon the performance of the affected obligations and shall keep the other Party informed about its progress in doing so and the ongoing impact of the force majeure event. If the Partner, as a result of a force majeure event, does not or is not able to make any payments that are due to the Company under any Agreement, the Company will not be obliged to execute relevant Orders as well any other Orders.

12.10. For clarification, force majeure event means an event that was not foreseeable by the affected Party, is unavoidable and outside the control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected Party from performing its obligations under the relevant Agreement despite all reasonable efforts.

13. USE OF ELECTRONIC COMMUNICATION

13.1. Both Parties shall maintain and adhere to industry standards for system and data security. Provided that such industry standards are maintained and adhered to, no Party shall be liable for the incorrect or incomplete transmission of the information contained in e-mail communications or for any delay in receipt of e-mail.

13.2. Both Parties acknowledge that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Both Parties accept full responsibility for the possible negative consequences of the use of e-mail and internet as a means of communication, as well as for the retrieval of data.

13.3. Both Parties acknowledge that electronic communications can be prone to contamination by viruses. Both Parties will remain responsible for

protecting their own systems and interests and, to the fullest extent permitted by applicable law, will not be responsible to the other Party on any basis (whether in contract, statute, tort, negligence or otherwise) for any loss, damage or omission in any way arising from the use of or access by either Party to internet or networks, applications, electronic data or other systems.

13.4. Both Parties may rely upon written requests, instruments or documents of any kind, which appear to have been signed (in original, facsimile or scanned copy) endorsed or prepared by the other Party. Both Parties reserve the right to refuse to accept any instructions by facsimile or e-mail if the Party has any reasonable doubt about the validity or authenticity of such instructions. If a request is rendered from and to by telephone, facsimile or e-mail, the Party shall not be liable in connection with a misunderstanding or transmission error resulting from this method of communication, including any mistake on the identity of the other Party.

14. NOTICES

14.1. All notices required to be made under the GT&C or any Agreement with exception for placing Orders (Orders must be placed via Company's B2B platform) shall be made in documentary form - meaning one of the following: (i) a 'hard copy' written notice or (ii) an email sent onto email address used by the Parties in connection with the relevant Agreement (in case of the Partner this shall be the email used to register in the Company's B2B platform and in case of the Company it shall be b2b@greencell.global) - or else shall be null and void.

14.2. Notwithstanding section 14.3. below, all notices shall be deemed delivered upon actual receipt thereof by registered post, courier or upon receipt of an acknowledge receipt email, if addressed in accordance with this clause, as applicable. Each Party shall henceforth advise the other Party of any change in address to which any notices shall be sent.

14.3. Any notice sent by registered post or courier to the address of the Party available in public registries or provided by the Party according to the previous section, not received within the time limit or whose reception was refused by the addressee shall be regarded as effectively delivered within 30 (in words: thirty) days from sending.

14.4. Each notice or any other communication to be given under any Agreement shall be in the English or the Polish language. English version shall prevail in case the relevant Agreement is drafted in more than one language.

15. GOVERNING LAW & JURISDICTION

15.1. Any disputes arising out of or in connection with this GT&C or any Agreement, including disputes on their conclusion, binding effects, amendment and termination, shall be subject to the exclusive jurisdiction of Polish courts. Any such disputes shall be settled by a common court

competent for the address of the Company set forth in the recitals of the GT&C.

15.2. This GT&C and all Agreements, to the extent permitted by applicable law, shall be exclusively governed by and construed in accordance with the laws of Republic of Poland. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

16. MISCELLANEOUS

16.1. The Partner shall not assign, transfer, or encumber any Agreement or any parts thereof (including any monetary receivables from the Company) without prior approval of the Company, made in writing under pain of invalidity.

16.2. The Company may at any time assign, transfer, encumber or deal in any other manner with all or any of its rights or obligations under any Agreement or any parts thereof.

16.3. Unless expressly stated otherwise herein (e.g. in connection with Dispute Notice Period), failure to enforce or exercise, at any time or for any period, any term of the GT&C or any Agreement does not constitute, and shall not be construed as a waiver of such term and shall not affect the right later to enforce such term or any other term.

16.4. Any changes and additions to the GT&C, including changes of this provision, will be notified to the Partner in seven (7) calendar days advance. If the Partner does not terminate all Agreements within seven (7) calendar days of receipt of such notice, the changed GT&C shall be binding.

16.5. The present version of the GT&C shall enter into force on 16.09.2021.