

GENERAL TERMS AND CONDITIONS (GTC) OF ELECTRONIC MANUFACTURING SERVICES (EMS) OF VECTOR BLUE HUB

(version applicable from 1 September 2022)

- 1. APPLICABILITY.** Unless otherwise expressly agreed between the Parties in writing, these GTC shall apply to all legal relationships under which VECTOR shall offer and provide Services. VECTOR does not agree to the application of any general conditions and clauses used or specified by the Client in the Purchase Order or any other documents, unless VECTOR expressly agrees for such different conditions or clauses in writing.
- 2. CLIENT REPRESENTATIONS.** Client represents and warrants that subject of Services and its effect (Products): (1) are not dual-use goods in accordance with Council Regulation (EC) No 428/2009 of 5 May 2009 with amendments; and (2) shall not be used for any illegal activity. Client also undertakes to comply with Vector Group Anti-corruption policy.
- 3. DEFINITIONS.** For the purpose of these GTC, unless the context shows otherwise, any words and expressions which have been used herein are defined terms to which the following meaning is assigned: **Affiliate** - means, with respect to a Party at a given time, an entity that then is directly or indirectly controlled by, is under common control with, or controls that Party, and here "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests in that entity; **Agreement** - a formal basis for the provision of Services, consisting of the accepted Offer and its attachments, the Specification, GTC and Purchase Order and any other documentation agreed between the Parties in writing as defining manner of performing Services; **Authorized Representative** - means a person entitled to represent a Party with regard to any statement related to a conclusion, an execution, amendment or termination of the Agreement; VECTOR's Authorized Representative may be designated in the Offer; **BOM (Bill of Materials)** - means an extensive list (which may vary depending on the Product) of materials, components, and assemblies required to construct, manufacture or repair the Product, provided to VECTOR by the Client, including but not limited to: the name of the manufacturer, manufacturer's part number, reference designator, general description, total quantity, package size and style, component tolerance, possible substitute manufacturer and part number; BOM constitutes part of the Specification; **Client** - means an entity that concluded the Agreement with VECTOR; **Group** - means a capital group (within a meaning of the accounting provisions applicable to VECTOR) to which VECTOR is a member; **Excess Material** - means the material that has been contracted, procured by VECTOR under the Agreement that is in excess to current demand for Material necessary to perform Client's Purchase Order; **GTC** - this document along with its attachments, defining the common principles for the provision of Services within the Agreement; **Intellectual Property Rights / IPR** - means all patents, trademarks, service marks or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, know-how and any other intellectual or industrial property rights of any nature whatsoever in any part of the world; **in writing/written** - means the following forms: (1) paper document with original signatures of Authorized Representatives; (2) scan of document refer to in point (1) above sent via e-mail; (3) e-mail sent by Authorized Representatives designated with the use of forms (1) or (2) above; **Materials** - means all materials/components indicated or otherwise accepted by Client to be incorporated into Product; **Minimum Order Quantities (MOQ)** - means minimum order quantity of Products which Client is obliged to order; **Minimum Production Quantity (MPQ)** - means a minimum quantity of Product necessary to start a production run; **NRE (NON RECURRING EXPENSES)** - means all costs and expenses not included in BOM necessary to start performing of Services by VECTOR, including related to preparation of assembly process, such as stencils for paste printing, frames for wave soldering, machine setup and programming, preparation of documentation, including manufacturing instructions and other necessary expenses; **Obsolete Material** - means the Material that has been contracted, procured by VECTOR upon the request from the Client, in particular in order to fulfil Client's Purchase Order under the Agreement, which no longer appears on Client's BOM; and /or Material removed from Specification as a result of changes initiated or accepted by Client, or otherwise as a result of individual agreements in writing between Client and VECTOR; **Offer** - means a proposal of rendering the Services by VECTOR to a potential or current Client; **Purchase Order (PO)** - means Client's written order for a particular type of Services available in the current Offer; **Party** - shall mean VECTOR or Client and **Parties** shall mean VECTOR and Client jointly; **Product** - means the material/tangible effect of performing Services defined in the Specification; **Services** - mean any electronic manufacturing services (EMS) performed by VECTOR for the Client under the Agreement, which may comprise, but are not limited to: procurement services of Materials indicated in Client's BOM (purchasing activities only, not supply or sale of Materials), assembly of Products, testing of completed assembly, subassembly and final assembly of Product, configuring, packaging and/or shipping Products; Services shall never be regarded as supply/sale of goods; precise scope of Services shall be indicated in the Offer and the Purchase Order; **Specification** - means a set of documentation provided by Client to VECTOR, necessary and sufficient to provide Services including, but not limited to: BOM, schematics, designs, assembly drawings, process documentation, test specification, packaging requirements, quality requirements, current revision number, approved manufacturer list, techniques, diagrams of processes, procedures, know-how and other technical information relating to the design and assembly of Product; **Stock** - means jointly Excess Material, Obsolete Material, Products manufactured but not yet shipped, half-Products, regardless of whether stored in VECTOR's premises or contracted or ordered by VECTOR for the purpose of performing Services under the Agreement; **VECTOR** - means VECTOR BLUE HUB S.A. duly incorporated under the laws of Poland, with its principal place of business in Gdynia (postal code: 81-577), 6 Krzemowa Street, entered in the National Court Register (Register of Entrepreneurs) kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, KRS no. 0000921553, NIP (tax identification number) no. PL9581719009, REGON no. 389957831, BDO no. 000546606.
- 4. CONCLUSION OF THE AGREEMENT.** Agreement is concluded only when the Purchase Order is explicitly accepted by VECTOR in writing. Any amendment to the Agreement is binding only if it is accepted in writing. The Purchase Order needs to be placed by Authorised Representative of the Client and VECTOR is entitled to request documents confirming authorisation to act on behalf of the Client. In case of discrepancies between the content of the Purchase Order, GTC and the Specification, the provisions of the Purchase Order shall prevail. Purchase Order may be subjected to MOQ or MPQ or both, indicated in the Offer. In that case Purchase Order must be placed for MOQ or MPQ respectively or their multiplication.
- 5. VECTOR'S MANUFACTURING PROCESS.** By signing the Purchase Order the Client accepts VECTOR's manufacturing process as well as accepts typical materials used by VECTOR for

manufacturing of the Products but not indicated in BOM (e.g. pastes, glues, tin). Compliance with VECTOR's manufacturing process rules shall be criterium for acceptance of Services and verification of existence of any workmanship defects for which VECTOR is liable. **The manufacturing process is carried out in accordance with IPC- A- 610; class 2 ver. G and the quality processes managed in accordance with ISO 9001:2015.**

6. **INFORMATION FROM CLIENT.** The Client is under a duty to provide VECTOR with any information, instructions and documentation, which is necessary for the proper performance of Services in the Specification. Client is responsible for any errors or omission in the Specification. VECTOR is entitled to refrain from performing Services without any liability as long as the Specification is unclear, insufficient or causes doubts regarding proper performance of Services and Client does not clarify all the doubts. VECTOR is under no obligation to verify information or documentation received from Client. However if VECTOR is aware of any errors, omissions or mistakes that may be harmful for proper performance of the Agreement by VECTOR it shall immediately notify Client of any such errors, omissions or mistakes
7. **NRE.** Client shall pay to VECTOR NRE. Amount of NRE shall be indicated in the Offer and shall be accepted by the Client in the Purchase Order. Any changes to the accepted Purchase Order requested by the Client may result in additional NRE to be agreed between the Parties.
8. **MATERIALS.** Unless otherwise agreed in writing Services comprise contracting of Materials included in Client's BOM (with indicated manufacturing part number and Material producer), ordering Materials, physical purchase of Material and placing warranty claims regarding Material (on detailed terms and conditions described in clause 15 hereof). VECTOR shall execute initial inspection of the Material in accordance with its internal Material verification policy, unless otherwise agreed in writing. Purchase of the Material shall be executed on the basis of the Purchase Order. Client accepts that a seller of Materials may impose on the buyer requirements such as MOQ, lead times and any other which may cause creation of Obsolete Material or Excess Material. Client shall be obliged to buy from VECTOR entire Stock and pay operating fee equal to 5% of the value of the Stock within 30 days following notification by VECTOR, unless Materials in Stock can be used for executing of another Purchase Orders placed by the Client and accepted by VECTOR. Client's failure to purchase of such Stock shall give VECTOR entitlement to issue an invoice documenting sale of such Stock to the Client (or pro forma invoice) and Client shall be obliged to pay for it within 14 days following receiving invoice (or pro forma invoice respectively) and collect Stock within 14 days following collection request from VECTOR. Client's failure to collect the Stock enables VECTOR to request storage fee for entire storage period equal to 10% of value of the Stock per month. VECTOR is entitled to request from the Client prepayment for Materials. If Client requests VECTOR to use Client's Material VECTOR is not liable for any consequences of such Material being non-compliant with Specification or fitting for manufacturing of Products. If defect in Product has a source in the Material VECTOR's warranty for such Products – to the extent the defect has a source in such Material - is excluded.
9. **PRODUCTS' SHIPMENT.** Products shall be shipped in accordance with FCA (Incoterms 2010) VECTOR's premises in Gdynia, Poland. Risk of loss, damage and title as well as insurance responsibilities shall pass to Client, when Products (or any other items) are handed over to the carrier or shipping agent. Client is obliged to pay any additional costs of shipment which are result of Client's action, demands (urgent shipment) or omission. Shipment dates are estimated by VECTOR and are not guaranteed by VECTOR, especially due to circumstances that are beyond VECTOR's control and may influence eventual delivery date. VECTOR shall use its best effort to meet shipment dates and shall notify the Client immediately of any anticipated delay of shipment, indicating new date of a shipment. If shipment is not possible due Client's failure to provide VECTOR with

necessary information or instruction VECTOR is entitled to charge the Client with additional market value storage fee.

10. **ACCEPTANCE OF SERVICES.** Client has the right to inspect and test the Products within fourteen (14) days following collection of Products. Should Products occur to be non-compliant with the express limited warranty set forth in clause 13 of these GTC, the Client shall have the right to reject such Products during that fourteen (14) day period. Services shall be deemed accepted if the Products are not rejected within the above stated period. The Client should return allegedly defective Products and provide all necessary information required by VECTOR's claims procedures as described in clause 14 of this GTC. If the Product after its return occurs not to be defective the Client shall pay to VECTOR all the costs related to testing of the Product and return shipment costs.
11. **PRICES.** Unless otherwise agreed in writing, prices indicated in VECTOR's Offer shall be binding for 30 days and they do not include charges, taxes (including VAT where applicable), customs duties, and other civil and legal payments related to the provision of Services, which will be added to the price at the time of issuance of an invoice, nor additional costs related to the activities undertaken by VECTOR on the request of the Client which do not fall within the scope of the contracted Services. Prices also do not include costs of packaging (unless specified in Offer), shipping and insurance costs, unless otherwise agreed in writing. All the payments and costs are to be borne by the Client, and if VECTOR made the payments according to the binding law, the Client shall immediately reimburse VECTOR with the equivalent of the payments made. Prices may be adjusted by VECTOR if after placing Offer or Purchase Order: (1) Client requests any changes to the Services, including engineering changes; (2) when total cost of the Material, recalculated to the same currency which the price of the Product is expressed in, changes by 1% due to change of exchange rates between exchange rates at the time of acquiring Material and rates available at the time of placement of the Offer (with the use of average exchange rate of Polish National Bank); (3) upon market price increase of Materials documented by VECTOR (4) upon occurrence of changes in the law that will influence the costs of the Services, like additional taxes, fees, etc.
12. **PAYMENT TERMS.** Invoice shall be payable within 14 days (subject to prior credit limit approval by VECTOR) following its issuance, unless otherwise agreed in writing. Client accepts electronic invoices. No payment shall be deemed to have been received until VECTOR has received cleared funds. Any payments made by the Client shall be made without any set off or counterclaim. No payment shall be made with split-payment formula, unless it is required by the law. If payment is late, VECTOR may claim the statutory interest for late payment in commercial transactions in Poland.
13. **LIMITED WARRANTY FOR SERVICES.** VECTOR warrants that the Product shall be assembled free from workmanship defects which shall be verified based on the Specification requirements and compliance with VECTOR's manufacturing process as described in clause 5 of this GTC. Any other warranties either statutory, by operation of law (including Polish "rękojmia" for physical defects), express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, non-infringement, title and any warranties arising out of usage or trade are hereby excluded. VECTOR does not guarantee nor takes any responsibility for any errors or omissions in the Specification (initial or its subsequent amendments by Client) including the design of the Products and results of the design, expected functionality or Materials set forth in the Specification, defective Client-provided test equipment or test software, unit of the Product not intended for commercial resale – which is Client's sole responsibility. The above limited warranty shall remain in force for a period of 12 month) from the date of shipment of Product to Client ("Warranty Period") and after that period any VECTOR's warranty expires.
14. **WARRANTY PROCEDURES.** Upon occurrence of defect in the Product the Client should immediately notify VECTOR (RMA@vector.net) providing it with all details required to identify

the Product and the defect and fill in standard "Return Material Authorisation" ("RMA") form and follow VECTOR's instruction regarding in particular designated facility where allegedly defected Products should be sent. Cost of shipment of defected Products is borne by Client. Defected Product for which VECTOR is liable shall be repaired or replaced with a non-defective one (according to VECTOR's choice) within 30 days following receipt by VECTOR of the RMA, Product and all required associated documentation. If due to unavailability of Material 30 days period is not sufficient to remedy the defect VECTOR shall inform the Client about the reason of postponement and its expected time. If workmanship defect for which VECTOR is liable is confirmed VECTOR shall reimburse to the Client costs of transportation of defected Products from the delivery place indicated in Purchase Order to VECTOR's repair facility and shall pay cost of shipment of repaired Products to such place. If the Products shall occur not to be defective or shall have defect for which VECTOR is not liable costs of return shipment to the Client shall be borne by the Client. In that case the Client shall also pay to VECTOR fee for inspection of allegedly defected Products.

15. **DEFECTS IN MATERIAL.** Client is solely responsible for selection of Materials and result of such selection regardless of the fact of procurement of such Material by VECTOR in accordance with clause 8 hereof. Client is obliged to precisely, clearly and unambiguously indicate and describe characteristic of the Material in BOM. VECTOR is only entitled to use different Material than selected by the Client if such change is approved in writing. VECTOR is entitled to choose a seller of the Material, unless Client requests acquisition of Material from a specific supplier or manufacturer. VECTOR makes no representation, covenant or warranty with respect to the extent or enforceability of the manufacturer's or Material supplier's warranty. Upon occurrence of defect in Material VECTOR shall handle on behalf of the Client any quality claims related to Material, providing that Client presents evidence that the Material was non-conforming to material specification. The Client shall be solely responsible for any additional costs related to claim procedure, including costs of experts' opinion and cost of extra work on the side of VECTOR.
16. **CONFIDENTIAL INFORMATION.** The Parties acknowledge that they and their respective employees, nominees, advisor, agents Affiliates or other representative (collectively, "**Representatives**") will have access to and will be entrusted with detailed confidential information and trade secrets ("**Confidential Information**") relating to their present and contemplated operations, included in particular in Specification. With regard to information provided by Client only those expressly marked as "confidential" shall be regarded as "Confidential Information" hereunder. For purposes of the Agreement, "Confidential Information" includes also the existence and any term of the Agreement, the negotiations leading up to the Agreement or the transactions or arrangements contemplated or referred to therein. The Parties undertake to use Confidential Information only for the purpose of executing their rights and duties under the Agreement and disclose them only to Representatives involved in the execution of the Agreement who are subject to confidentiality duty on conditions not worse than regulated herein and to entities authorised by law. Confidential Information does not comprise information that are or shall become available publicly. VECTOR is entitled to keep a copy of Confidential Information for its record in accordance with its internal procedures. Confidentiality duty expires 5 years after termination or full execution of the Agreement. The Client agrees to refer by VECTOR and its Affiliates on their website and its marketing materials to the fact and scope of the cooperation of the Parties covered by the Agreement. To this end, the Client permits VECTOR and its Affiliates to use Client's name, trademark or logo.
17. **INTELLECTUAL PROPERTY RIGHTS.** Each Party shall retain ownership of all Intellectual Property Rights, including owned by it at the time of conclusion of the Agreement. Any Intellectual Property Rights created after conclusion of the Agreement by VECTOR, including the right to allow exercising neighbouring rights and resulting out of the execution of the Agreement, except to the extent that they comprise or incorporate IPR supplied by

Client, shall be obtained and owned exclusively by VECTOR (unless otherwise stated in the Agreement) and Client shall acquire no right, title or interest therein. Client acknowledges that VECTOR may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing EMS Services under the Agreement, and nothing contained herein precludes VECTOR from developing, disclosing or otherwise using such materials and information provided that the same do not contain or reflect Client's Confidential Information. By handing over documentation comprising IPR the Parties grant to each other a non-exclusive, non-assignable, non-transferable license to use the IPR and documentation to the extent necessary to perform rights and duties under the Agreement. The Parties agree (except to the extent necessary to perform the Agreement) not to copy, adapt, reverse engineer, decompile, disassemble, modify or create derivative works of any IPRs being property of the other Party. The Client hereby confirms that he is a proprietary owner of all IPRs to the Specification, Product and any other materials and information provided to VECTOR for the purpose of performing Services and that delivery of those information does not infringe any third party IPRs.

18. **PERSONAL DATA PROTECTION.** VECTOR is an controller (hereinafter "**Controller**") within the meaning of art. Article 4 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general Data Protection Regulation) (text with EEA relevance) (OJ L 119, 4.5.2016, hereinafter "**GDPR**") of Client's personal data, persons referred to in the Agreement as persons representing the Client, contact person in connection with the performance of the Agreement, persons responsible for the performance of individual powers and obligations under the Agreement and other persons on the Client's side in connection with the Services provided, the personal data of which the Client communicated to the Controller. Client undertakes to fulfil on behalf of Controller the obligation to provide information to the persons, whose personal data has been communicated to the Controller in connection with the conclusion and execution of the Agreement. Scope of such information is included in the Information for data subject which constitutes attachment to this GTC.
19. **INDEMNITY.** Client undertakes to indemnify and hold harmless VECTOR, its officers and directors, employees and its subcontractor and Affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of infringement or violation of any patent, copyright or IPR of a third party by the Specification, the Product or any other information provided by Client to VECTOR or future cause damages of any kind caused by the Product as well as falsehood of any Client's representation or warranty.
20. **LIMITATION OF LIABILITY.** Except for wilful misconduct or gross negligence VECTOR shall never be liable to the Client for any special, consequential, incidental, punitive, or indirect damages, any loss of profits or revenue arising from or relating to any breach of the Agreement, regardless of any notice of the possibility of such damages, whether such liability is based on contract, tort or otherwise. Aggregate liability of VECTOR arising out of or relating to the Agreement is limited to the payments made by the Client for units of affected Products which are the source of Client's claim. VECTOR is not responsible for any delays in the performance of the Agreement caused by the action or reasons attributable to third parties, in particular suppliers of components for the production of Products.
21. **FORCE MAJEURE.** VECTOR shall not be liable for non-performance or improper performance of its duties and obligations arising out of the Agreement and any consequences thereof, including but not limited to any loss or damages suffered

by the Client, if the non-performance or improper performance of obligations is the result of an event beyond the control of VECTOR, in particular concerning VECTOR, its subcontractors or third party providers (hereinafter "**Force Majeure**"). By the Force Majeure, the Parties understand in particular, but not exclusively, those that have a negative impact on the VECTOR's ability to perform its obligations under the Agreement: war, terrorist activities, fire, flood, explosion, riots or strikes, epidemics, states of epidemic threat, universally binding act or individual legal acts directed to VECTOR, factual or legal actions of public or local government administration authorities, suspension, delay or withdrawal of the permit regarding the possibility of exporting or importing or other license necessary to implement the subject of the Agreement. If Force Majeure event occurs VECTOR shall notify the Client without unreasonable delay: (1) that the Force Majeure event occurred, with the description of Force Majeure; (2) effect of Force Majeure event on VECTOR's ability to perform its obligation under the Agreement. Occurrence of Force Majeure event results in (decided at sole discretion of VECTOR) suspension or cancellation (total or partial, depending on the effect of Force Majeure event) of VECTOR's obligation under the Agreement or an extension of the delivery periods as long as Force Majeure event exists. Upon occurrence of Force Majeure event the Parties shall undertake commercially reasonable efforts to minimize effect of Force Majeure and they shall negotiate to adapt the Agreement to the circumstances caused by Force Majeure.

- 22. SUSPENSION OF SERVICES.** VECTOR is entitled to refrain from performing any of its obligations towards the Client (including to refuse or withhold any shipment to the Client): (1) if the Client does not provide VECTOR with information or documents necessary to render Services; (2) until a full due amount owed by the Client to VECTOR under the Agreement is settled by the Client (3) VECTOR has reliable evidence that the Client is unwilling or unable to pay for Services, in particular due to its difficult financial situation. In such cases VECTOR shall be released from any liability against Client for postponing any deadlines agreed in the Agreement.
- 23. CANCELLATIONS AND TERMINATION.** Purchase Order are non-cancellable, unless otherwise agreed in writing. VECTOR is entitled to terminate the Agreement immediately by giving notice to the Client if: (1) the Client has committed a material breach of the Agreement (including but not limited to the failure by the Client to make on time any due payments) and failed to cure such breach within 30 days after notice thereof, provided however that if such breach is not reasonably susceptible of being cured, no cure period shall be applicable and required; (2) the Client becomes bankrupt or insolvent or is the subject of proceedings or arrangements for liquidation or dissolution or ceases to carry on its business or becomes (in the opinion of VECTOR) unable to pay its debts as they become due; (3) any entitlement of the Client to IPR necessary to perform Services is (or occurs to be) terminated, cancelled or revoked or infringes third party rights.
- 24. EFFECT OF CANCELLATION OR TERMINATION.** In the event of cancellation of the Order or withdrawal from the Agreement:
- 1) VECTOR will suspend the provision of the Services;
 - 2) all amounts due and unpaid by the Client to VECTOR, as well as all other amounts accrued but not yet due, become immediately due and payable;
 - 3) no later than within 30 days from the date of submission or receipt of the notification of cancellation of the Order, the Customer is obliged to:

- a. purchase from VECTOR Stocks (under the conditions described in point 8 of the GTC);
- b. cover or reimburse VECTOR for any other costs previously accepted by the Customer incurred by VECTOR as a result of the cancellation, including but not limited to: NRE, labor costs that have not been covered until the submission or receipt of notification of cancellation of the Order.

Termination or cancellation does not affect rights and obligation of the Parties and provisions of the Agreement which by their nature survive, including confidentiality and indemnity.

- 25. SUBCONTRACTORS.** VECTOR may subcontract the provision of all or a part of the Services to a third party (subcontractor) without the need for a separate consent of the Client, providing that VECTOR will retain the responsibility in relation to the Client for non-performance or improper performance of the Agreement by such subcontractor.
- 26. ASSIGNMENT.** The Agreement is binding upon and will benefit the Parties and their respective successors and permitted assigns. Transfer of all or any of its rights and obligations under the Agreement requires written consent of the other Party, without prejudice to VECTOR's right to execute such transfer at any time to any VECTOR's Affiliate at its sole discretion which is hereby consented by the Client.
- 27. SEVERABILITY.** If any provision of the Agreement or the application of it is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable.
- 28. GOVERNING LAW AND VENUE.** The Agreement and any claim, controversy or dispute arising under or related to it shall be governed by and construed exclusively in accordance with the laws of Republic of Poland, without regard to principles of conflicts of laws, excluding application of the United Nations Convention on International Sales of Goods to the Agreement in its entirety. The Parties to the Agreement hereby consent to subject any dispute related to the Agreement to the exclusive jurisdiction of: (1) courts located in Gdynia (Poland) or Gdańsk (Poland) – in case Client's registered office or main place of business is within the European Union, or (2) the Court of Arbitration at the Polish Chamber of Commerce and the proceedings shall be conducted in accordance with its rules of arbitration in force at the date of the GT&C becoming effective – in case in case Client's registered office or main place of business is outside the European Union; the tribunal's seat and all hearings shall be located in Warsaw, Poland and the proceeding shall be conducted in English language.
- 29. ENTIRE AGREEMENT.** The Agreement, together with any schedules and exhibits (if any) attached thereto, constitutes the entire agreement and understanding of the Parties with respect to the subject hereof, and supersedes all prior oral or written agreements, contracts, understandings and communications of the Parties in respect of the subject matter of the Agreement. No amendment, modification or waiver of any of the terms of the Agreement shall be valid unless set forth in writing and duly signed by the Party against whom enforcement of such amendment, modification or waiver is sought. No delay or failure on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, be construed as a waiver of any other right, power or privilege. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity.

INFORMATION FOR DATA SUBJECTS WITH REFERENCE TO EMS SERVICES AGREEMENT CONCLUDED BETWEEN VECTOR BLUE HUB S.A. AND [Click or tap here to enter text.](#) AS OF [Click or tap here to enter text.](#)

- 1. PERSONAL DATA CONTROLLER. VECTOR BLUE HUB S.A.** is a controller (hereinafter the **Controller**) within the meaning of art. Article 4 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (text with EEA relevance) (OJ L 119, 4.5.2016, hereinafter **GDPR**) personal data of the CLIENT, persons referred to in the agreement as persons representing the CLIENT, contact persons in connection with performance of the agreement, the performance of individual rights and obligations under the Agreement and other persons on the CLIENT's side in connection with the services provided or the deliveries performed, the CLIENT's personal data communicated to the Controller. You can contact the Controller using the following data: **VECTOR BLUE HUB S.A.** ul. Krzemowa 6,81-577 Gdynia, e-mail: gdpr@vector.net.
- 2. PURPOSES AND GROUNDS FOR PROCESSING PERSONAL DATA.** The Controller processes the personal data in order to: correct performance of the agreement or take action before the conclusion of the Agreement; The legal basis for the processing of personal data in this respect is Article 6 (1) (b) of THE GDPR;
 - 2.2.** Comply with legal obligations incumbent upon the Controller on the basis of generally applicable laws, including in particular accounting and tax laws; The basis of the processing of personal data in this respect is art. Article 6 (a) 1 (b) c) GDPR;
 - 2.3.** The execution of legitimate interests of the Controller, such as correspondence in writing, by e-mail and telephone conversations in connection with the performance of this agreement, the possibility of establishing or To assert and defend against claims arising out of or relating to this Agreement; The basis of the processing of personal data in this respect is art. Article 6 (a) 1 (b) f) GDPR.
- 3. SOURCE OF PERSONAL DATA AND CATEGORIES OF PERSONAL DATA.** The Controller obtains personal data from the CLIENT, and in the case of persons representing the CLIENT, contact persons, persons responsible for the implementation of the rights and obligations arising from the Agreement or the persons present on the CLIENT's website in connection with the subject of the service provided-from the CLIENT or directly from those persons. The Controller processes the following personal data of the CLIENT and the aforementioned persons: name, surname, position, contact details (e-mail address, telephone number, mailing address), VAT number and REGON (if the CLIENT is a natural person conducting business), information about the activities performed by these persons in connection with the agreement concluded and the subject of the service provided.
- 4. RECIPIENTS OF PERSONAL DATA.** Personal data may be transferred to the Controller's subcontractors and access to them may be provided to the Controller of the service related to the current activity, i.e. Office, administrative, accounting, tax, legal, IT services, postal, courier, banking, payment, insurance, telecommunications, archiving and destruction of documents and others of a similar nature. Personal data may also be transferred to the authorized authorities to the extent required by applicable law. Personal data collected by the Controller in connection with the implementation of the agreement will not be transferred to third countries within the meaning of the GDPR or international organizations.
- 5. DATA RETENTION PERIOD.** Personal data will be processed by the Controller for the duration of the agreement concluded with the CLIENT, as well as for the period of limitation of claims. After this period, the data will only be processed to the extent and for the time required by law.
- 6. THE RIGHTS OF THE DATA SUBJECT..** Individuals whose personal data are processed by the Controller are entitled to:
 - 6.1.** access to the content of your personal data,
 - 6.2.** rectification, erasure or restriction of the processing of personal data,
 - 6.3.** transfer of personal data,
 - 6.4.** object to the processing of personal data,
 - 6.5.** complaint to the President of the Office for Protection of personal data where they consider that the processing of their personal data violates the GDPR.
- 7. INFORMATION ON THE REQUIREMENT OR VOLUNTARY DISCLOSURE OF PERSONAL DATA.** The provision of personal data is necessary for the conclusion and performance of the agreement and to a certain extent required by law. Failure to provide personal data will result in the inability to conclude or execute the agreement or the failure to fulfil certain obligations or powers of the parties to the agreement. Failure to provide contact information (e-mail address, telephone number, mailing address) may prevent the contact form.
- 8. AUTOMATED PROCESSING AND PROFILING OF PERSONAL DATA.** The Controller does not take decisions about the person in an automated manner or relying on profiling.