



GENERAL TERMS AND CONDITIONS (GTC) OF DESIGN SERVICES OF C-MAC BLUE HUB

(version applicable from 24 February 2025)

1. **APPLICABILITY.** Unless otherwise expressly agreed between the Parties in writing, these GTC shall apply to all legal relationships under which CBH shall offer and provide Services. CBH does not agree to the application of any general conditions and clauses used or specified by the Client in his documents, unless CBH expressly agrees for such different conditions or clauses in writing.
2. **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: **Acceptance Criteria** - means a criteria described in the SoW, PO, Offer, their attachment or any other documentation agreed by the Parties based on which Deliverables shall be accepted; **Acknowledgment** - means written acknowledgment of PO by CBH confirming conclusion of the Agreement; **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 Offer, PO and Acknowledgments or SoW, GTC, along with their attachments/schedules and their changes made in accordance with clause 4 hereof and any other documentation agreed between the Parties in writing as defining manner of performing Services; **Authorized Representative** - means a person entitled to represent the Party with regard to any statement related to a conclusion, material amendments or termination of the Agreement; **Client** - means an entity that concluded the Agreement with CBH; **Client's Input** - means any and all information, instructions and documentation, including answers for CBH's questions asked during performing Services, as well as product that is subject of Services (if applicable), any other things (for example testing environment) which need to be provided by the Client to CBH, necessary for the proper performance of Services; **Deliverable** - means a thing agreed to be provided as a result of accomplishing of the Milestone, including but not limited to: documentation, Product prototype, etc.; **Existing IPR** - means all Intellectual Property Rights, owned by the Party at the time of the conclusion of the Agreement; **Future IPR** - means all Intellectual Property Rights, created by the Party after the conclusion of the Agreement; **GTC** - this document along with its attachments; **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 rights of confidence 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 AR; (2) scan of document refer to in point (1) above sent via e-mail; (3) e-mail send by Authorized Representative or Project Manager designated with the use of form (1) or (2) above; **Milestone** - means a set of requirements that need to be met (including list of Deliverables to be provided) to accept a certain stage of performing of Services; **Offer** - means a proposal of rendering the Services by CBH to a potential or current Client; **Party** - shall mean CBH or Client and **Parties** shall mean CBH and Client jointly; **PRD** - means Product Requirement Document which comprises functional and technical features of the Product; **Product** - means a final effect of performing Services defined in the SoW or accepted PO, including hardware or software which the Client may separately order to be manufactured with the use of Deliverables; **Project Manager** - means a person entitled to represent the Party with regard to any statement related to the execution of the Agreement and approval of any changes to the Agreement related to technical/engineering issues related to subject of Services or time schedule adjustments which do not cause change in the Remuneration exceeding 20% of what has been initially agreed or estimated by the Parties; PM is not entitled to terminate or cancel the agreement or amend any of its provision not related to issues mentioned in the precedence sentence; **Purchase Order (PO)** - means a Client's offer for purchasing of Services executed with reference to CBH's Offer; **Remuneration** - means remuneration payable by the Client to CBH for performing Services agreed in SoW or accepted PO; Remuneration may take form of **Fixed Remuneration** - a fixed fee for the defined scope of Services or **T&M Remuneration** - a time & material remuneration payable for each day/hour of performing Services; **Report** - means a report prepared by CBH describing activities along with time spent on performing them during calendar month and any other cost incurred during performance of Services to be reimbursed by the Client to CBH; **Services** - mean any design services performed by CBH for the Client under the Agreement, which may comprise, but are not limited to: high level design of the Product, support in defining PRD, preparation of Product specification, Product BOM, Product prototype, etc.; precise scope of Services shall be described in the Offer and the SoW or accepted PO; **SoW (statement of work)** - means a written agreement between the Parties containing a detailed description of Services and the manner of its performance; **Project Schedule** - means a schedule with: (1) Milestones description, (2) dates expected for reaching of a particular Milestone and for providing Client's Input (3) remuneration for reaching of each Milestone - in case of the Fixed Remuneration; In case of T&M Remuneration dates expected for reaching of a particular Milestone are estimation only; **CBH** - means C-MAC 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.
3. **CONCLUSION OF THE AGREEMENT.** Agreement is concluded only when the SoW is executed by the Parties in writing or Acknowledgment is executed by CBH in writing and delivered to Client. In case of discrepancies between the content of the SoW or PO along with Acknowledgment and GTC, provisions of the former shall prevail.
4. **CHANGES TO THE AGREEMENT.** Each Party may request change to the Agreement. Any amendment to the Agreement is binding only if it is accepted in writing by AR or PM (within the scope of their powers as defined in GTC).
5. **DUTIES OF THE CLIENT.** The Client is under a duty to provide CBH with Client's Input, in accordance with Project Schedule and immediately upon CBH's request. Client is responsible for any errors or omission in information delivered as Client's Input or its late delivery, in particular for any postponement of dates envisaged in Project Schedule being result of such late delivery



or errors of omissions in Client's Input and is liable for any costs caused by delay in performance of duties hereunder, including payment of Remuneration for any demurrage caused on CBH's side. Client represents that subject of Services is not dual-use product within the meaning of Regulation (EC) No 428/2009 or any other applicable laws.

6. **REPORTING OF SERVICES.** If T&M Remuneration is agreed for Services CBH shall provide Client with the Report within 7 days following the end of each calendar month or following reaching each Milestone, whichever is earlier. If Fixed Remuneration is agreed for Services CBH shall inform the Client about progress of works upon Client's request or upon reaching each Milestone.
7. **ACCEPTANCE OF SERVICES.** If Fixed Remuneration is agreed for Services Client shall accept Services immediately after the notification from CBH about completion of each Milestone and making available for inspection Deliverables created within each Milestone. Client has the right to inspect compliance of Deliverables with Acceptance Criteria within 7 (seven) days following receiving access to the Deliverables. Services shall be deemed accepted if the Deliverables are not rejected or any incompliance with Acceptance Criteria is not notified to CBH within the above stated period. If T&M Remuneration is agreed for Services, failure by the Client to object to Report within 7 days following receiving of the Report shall be deemed to be acceptance of the Report. Should there be any incompliance discovered CBH upon notification shall remove any such incompliance within the time necessary to remove it, depending on the nature of incompliance. Upon occurrence of the acceptance CBH shall be entitled to issue invoice covering accepted Services.
8. **REMUNERATION.** For rendering Services CBH shall be entitled to T&M Remuneration or Fixed Remuneration. Fixed Remuneration shall be payable in parts after acceptance of each Milestone in accordance with the Project Schedule, unless otherwise agreed in writing. Remuneration indicated in CBH's Offer before its acceptance by the Client shall be binding for 30 days (unless otherwise agreed in writing) and it does 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 remuneration at the time of issuance of an invoice, nor additional costs related to the activities undertaken by CBH on the request of the Client which do not fall within the scope of the contracted Services. Remuneration may be adjusted by CBH if after signing SoW or Acknowledgment: (1) Client requests any changes to the Services; (2) upon occurrence of changes in the law that will influence the costs of the Services, like additional taxes, fees, etc. Upon occurrence of additional work or costs not envisaged in the initial Agreement CBH shall send to the Client expected list of such work and costs for Client's acceptance. Failure to reject additional work or cost within 3 days shall be deemed to be acceptance of such additional work and costs by Client.
9. **PAYMENT TERMS.** Invoice for Services shall be issued after the acceptance of Services in accordance with clause 7. Invoice shall be payable within 14 days following its issuance, unless otherwise agreed in writing. Client accepts electronic invoices. No payment shall be deemed to have been received until CBH 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, CBH may claim the statutory interest for late payment in commercial transactions in Poland. CBH is entitled to deduct from payment any withholding tax required by mandatory provisions of the law, if Client does not deliver to CBH on time a tax residence certificate releasing CBH from obligation to deduct withholding tax and is entitled to set off any amounts Client may be due to CBH.
10. **LIMITED WARRANTY FOR SERVICES.** CBH warrants that the Services shall be rendered in compliance with SOW or accepted PO and that any Deliverable to be produced as a result of execution of each Milestone shall be compliant with all previously

accepted Deliverables produced as a result of execution of previous Milestones which determine the scope or features of subsequent Deliverables, without prejudice to any changes made to such Deliverables after their acceptance approved in accordance with the Agreement. Any other warranties either statutory, by operation of law, 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 (including Polish "rekojmia" for physical defects) are hereby excluded. CBH does not guarantee nor takes any responsibility for any errors or omissions in information included in the Client's Input (initial or its subsequent amendments by Client) which is Client's sole responsibility. Any Deliverable accepted by the Client shall be deemed to be performed in compliance with the Agreement and shall release CBH from any liability for errors or mistakes that may be discovered after its acceptance.

11. **CONFIDENTIAL INFORMATION.** The Parties acknowledge that they and their respective employees, adviser, agents, Affiliates or other representative (collectively: "**Representatives**") will have access to and will be entrusted with detailed confidential information and trade secrets relating to their present and contemplated operations, included in particular in documentation (collectively: "**Confidential Information**"). 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 herein. The Parties undertake to use Confidential Information only for the purpose of executing their rights and duties under the Agreement and disclose it 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 is or shall become available publicly. CBH is entitled to keep a copy of Confidential Information for its record in accordance with its internal procedures. Confidentiality duty expires 6 years after termination or full execution of the Agreement, unless longer period is required by provisions of the law. Regardless of previous provisions, the Client agrees to refer by CBH and its Affiliates on their website and its marketing materials to the fact and general scope of the cooperation of the Parties covered by the Agreement. To this end, the Client permits CBH and its Affiliates to use Client's name, trademark or logo, unless Client expressly refuses its consent for such use.
12. **INTELLECTUAL PROPERTY RIGHTS.** Each Party shall retain ownership of Existing IPR and Future IPR related to development of technology provided by that Party during the execution of Services. Future IPR related to Deliverables shall be transferred to the Client to maximum extent allowed by the applicable law, without prejudice to CBH's Future IPR. By handing over documentation or information 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 included in Client's Input, and that delivery of those information does not infringe any third party IPRs. Nothing in this clause prohibits CBH to use experience, knowledge and general know-how, gained during execution of the Services in CBH's business activity, including algorithms.
13. **THIRD PARTY SOFTWARE.** Some Deliverables CBH provides to the Client may contain Third-Party Software (a list shall be provided upon execution of the SoW or Acknowledgment or during Milestones Acceptance), including but not limited to "open source" software. Use of the Third-Party Software and its source



code may be governed by separate copyright notices and license provisions, which may be found or identified in the documentation or on the media delivered with the software; those separate notices and provisions are incorporated by reference into the license. The Client shall not modify or combine the Software and/or any Third-Party Software in any manner that could cause the Software or any modifications to it to become subject to the terms of any license that applies to Third-Party Software. All Third-Party Software is bundled with the Product and licensed for use with the Product only.

14. **PERSONAL DATA PROTECTION.** CBH 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.
15. **INDEMNITY.** A Party agrees to indemnify and hold harmless the other Party, its officers and directors, employees and its subcontractors and Affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any direct: 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 provided by that Party, or direct damages caused by falsehood of any Party's representation or warranty.
16. **LIMITATION OF LIABILITY.** Except for wilful misconduct CBH 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 CBH arising out of or relating to the Agreement is limited to the payments made by the Client for rendering Services within 3 months prior to the month in which event being a source of Client's claim occurred – in case of T&M Remuneration or 50% of Fix Remuneration – if the latter is agreed by the Parties.
17. **FORCE MAJEURE.** CBH 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 CBH, in particular concerning CBH, 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 CBH's ability to perform its obligations under the Agreement: war, terrorist activities, fire, flood, explosion, riots or strikes, epidemics, pandemics, universally binding act or individual legal acts directed to CBH, 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 CBH 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 CBH's ability to perform its obligation under the Agreement. Occurrence of Force Majeure event results in (decided at sole discretion of CBH) suspension or cancellation (total or partial, depending on the effect of Force Majeure event) of CBH'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.

18. **SUSPENSION OF SERVICES.** CBH is entitled to refrain from performing any of its obligations towards the Client (including to refuse or withhold any further work): (1) if the Client does not provide CBH with Client's Input – as long as the Client's Input is unclear, insufficient or causes doubts regarding proper performance of Services and Client does not clarify all the doubts; (2) until a full due amount owed by the Client to CBH hereunder is settled by the Client (3) CBH 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 CBH shall be released from any liability against Client for postponing any deadline agreed in Project Schedule.
19. **WITHDRAWAL FORM / TERMINATION OF THE AGREEMENT BY CBH.** CBH is entitled to withdraw from the Agreement (only in the unperformed part) or 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 14 days after notice thereof, provided however that if such breach is not reasonably susceptible of being cured, no cure period shall be applicable; (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 CBH) unable to pay its debts as they become due; (3) IPR used or supplied by the Customer necessary for the performance of the Agreement included in Client's Input is (or occurs to be) terminated, cancelled or revoked or infringes third party rights.
20. **WITHDRAWAL FORM / TERMINATION OF THE AGREEMENT BY THE CLIENT.** Client is entitled to withdraw from the Agreement (only in the unperformed part) or to terminate the Agreement for convenience with 30 days termination period.
21. **EFFECT OF WITHDRAWAL/TERMINATION.** Upon termination of the Agreement:
1. CBH shall suspend the performance of the Services (unless the declaring party has agreed otherwise in the declaration of withdrawal from the Agreement or termination of the Agreement);
 2. The Parties, not later than within 14 days from the date of submission by the Party of the declaration of withdrawal from the Agreement or termination of the Agreement, will prepare a list of the Results performed by CBH as part of the provision of Services until the Customer submits a declaration of withdrawal from the Agreement or termination of the Agreement, including also incomplete results;
 3. immediately after drawing up the list referred to in point 2 above, CBH will provide the Client with the Results (including incomplete) indicated on this list and submit a declaration on the transfer to the Client of proprietary copyrights to these Results (conditional upon payment for the Results or their parts);
 4. not later than within 30 days from the receipt by the Party of a declaration of withdrawal from the Agreement or termination of the Agreement, the Customer shall pay CBH for all work performed until the declaration of withdrawal from the Agreement or the expiry of the Agreement notice



period has expired and will return CBH any costs previously accepted by the Customer that were incurred by CBH for the proper performance of the Services by the date of termination of the Agreement and were not reimbursed before the date of termination of the Agreement;

5. CBH will be entitled to demand additional remuneration calculated according to the following formula:
- i. if the Project Schedule contains an indication of the remuneration for the implementation of the stages of work - the higher of the following values:
 1. remuneration for the works to be performed in accordance with the Project Schedule within the next 30 days after the delivery of the declaration of withdrawal from the Agreement or termination of the Agreement;
 2. remuneration for the works to be performed in accordance with the Project Schedule within the next 30 days from the delivery of the declaration of withdrawal from the Agreement or termination of the Agreement;
 3. remuneration calculated as the average remuneration for 30 days determined on the basis of the amounts charged by CBH in the last three months of providing the Service or a shorter period, if the Service is provided for a shorter period;
 - ii. if the Project Schedule does not contain an indication of the remuneration for the implementation of the Project stages or the Parties cooperate without the Project Schedule - remuneration calculated as the average remuneration for 30 days determined on the basis of the amounts charged by CBH in the last three months of providing the Service or a shorter period, if the Service is provided for a shorter period.
22. **CLIENT'S ENTITLEMENT UPON TERMINATION.** Client is entitled to receive the effect of Services rendered by CBH until the termination which shall be handed over by CBH on the basis of hand-over protocol executed in writing by the Parties.
23. **SURVIVING PROVISIONS.** Termination does not affect rights and obligations of the Parties and provisions of the Agreement which by their nature survive, including confidentiality, indemnity, intellectual property rights and personal data protection.
24. **SUBCONTRACTORS.** CBH 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 CBH will retain the responsibility in relation to the Client for non-performance or improper performance of the Agreement by such subcontractor.

25. **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 CBH's right to execute such transfer at any time to any CBH's Affiliate at its sole discretion for which the Client hereby consents.
26. **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.
27. **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 - in the case of the Customer's headquarters or main place of business, is located in the territory other than the above-mentioned; (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 GTC 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.
28. **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 DESIGN SERVICES AGREEMENT CONCLUDED BETWEEN C-MAC 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.** C-MAC BLUE HUB S.A. is a controller (hereinafter the **ADMINISTRATOR**) 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 COMPANY, persons referred to in the agreement as persons representing the COMPANY, contact persons in connection with performance of the agreement, The performance of individual rights and obligations under the Agreement and other persons on the COMPANY's side in connection with the services provided or the deliveries performed, the COMPANY's personal data communicated to the Administrator. You can contact the administrator using the following data: C-MAC BLUE HUB S.A. ul. Krzemowa 6, 81-577 Gdynia, e-mail: gdp@cmacbluehub.com.
2. **PURPOSES AND GROUNDS FOR PROCESSING PERSONAL DATA.** The Administrator processes the personal data in order to:
 - 2.1. 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 Administrator 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 administrator, 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 Administrator obtains personal data from the COMPANY, and in the case of persons representing the COMPANY, contact persons, persons responsible for the implementation of the rights and obligations arising from the Agreement or the persons present on the COMPANY's website in connection with the subject of the service provided from the COMPANY or directly from those persons. The Administrator processes the following personal data of the COMPANY and the aforementioned persons: name, surname, position, contact details (e-mail address, telephone number, mailing address), VAT number and REGON (if the COMPANY 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 administrator's subcontractors and access to them may be provided to the Administrator 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 administrator 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 administrator for the duration of the agreement concluded with the COMPANY, 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 administrator 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 Administrator does not take decisions about the person in an automated manner or relying on profiling.