

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR TECHNICAL STUDIES  
FOR THE ENTITIES OF THE QEMETICA GROUP v1 VI-2024**

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**§1. DEFINITIONS**

The terms written in capital letters in the agreements, of which these General Terms and Conditions of the Contract for Technical Studies for the Entities of the QEMETICA Group constitute an integral part, have the following meanings, where the definitions have the appropriate meaning when used in the singular or plural:

<b>"Attachment"</b>	means any document attached to the CONTRACT DOCUMENT, constituting an integral part of the CONTRACT;
<b>"QEMETICA Group"</b>	QEMETICA S.A. with its registered office in Warsaw and companies for which QEMETICA S.A. is a parent company within the meaning of the Act of 15 September 2000, Code of Commercial Companies (consolidated text: Journal of Laws of 2022, item 1467, as amended), including the CONTRACTING PARTY and all entities that are affiliated entities to QEMETICA S.A. within the meaning of that Act;
<b>"CONFIDENTIAL INFORMATION"</b>	means information specified in § 18 of the GT&C;
<b>"CONTRACT"</b>	means the contract concluded by the PARTIES, the subject matter of which is to perform the work specified therein, as well as the contract concluded through the order placed by the CONTRACTING PARTY and accepted for execution by the CONTRACTOR, which is subject to these GENERAL TERMS AND CONDITIONS; all provisions of the CONTRACT are included in the CONTRACT DOCUMENT and Attachments;
<b>"CONTRACT DOCUMENT"</b>	means a document made in writing or electronic form, titled "CONTRACT" or "Order", signed by both PARTIES, which together with Attachments specified therein constitutes the CONTRACT;
<b>"CONTRACTOR"</b>	means the entity the CONTRACTING PARTY has concluded the CONTRACT with;
<b>"CONTRACTING PARTY"</b>	means the company within the QEMETICA Group specified in the CONTRACT as a PARTY;

<p><b>“Contractual Clauses of the QEMETICA Group”</b>  <b>“FINAL ACCEPTANCE”</b></p>	<p>means anti-corruption regulations and the the QEMETICA Group’s Business Partner Code together with the information clause required by the GDPR;  means acceptance of the completed SUBJECT MATTER OF THE CONTRACT, which confirms the completion of all the contractual obligations of the CONTRACTOR, except for those obligations relating to the warranty or provided quality guarantee, as confirmed by both PARTIES in the FINAL ACCEPTANCE protocol;</p>
<p><b>“GENERAL TERMS AND CONDITIONS” or “GT&amp;C”</b>  <b>“PARTIAL ACCEPTANCE”</b></p>	<p>means these GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR TECHNICAL STUDIES FOR THE ENTITIES OF THE QEMETICA GROUP;  means the acceptance by the CONTRACTING PARTY of part of the SUBJECT MATTER OF THE CONTRACT performed by the CONTRACTOR, which may be against payment if the CONTRACT states so; PARTIAL ACCEPTANCE shall not mean the confirmation of the proper performance of the given part of the SUBJECT MATTER OF THE CONTRACT;</p>
<p><b>“PARTIES” or “PARTY”</b></p>	<p>means the CONTRACTING PARTY and the CONTRACTOR jointly or individually;</p>
<p><b>“STAGE”</b></p>	<p>means an element of the SUBJECT MATTER OF THE CONTRACT specified in the schedule which forms an Appendix to the CONTRACT and includes a complete set of studies, documents and research reports for a given scope of works;</p>
<p><b>“SUBJECT MATTER OF THE CONTRACT”</b></p>	<p>means the provision of services and/or analyses specified in the CONTRACT, and the preparation of a report, opinion or other study based thereon, together with all accompanying works described in the Attachment and commissioned to the CONTRACTOR to be performed under the CONTRACT.</p>

**§2. GENERAL PROVISIONS**

1. The CONTRACT DOCUMENT signed by the PARTIES, together with these GENERAL TERMS AND CONDITIONS and the other Attachments constitute a uniform CONTRACT concluded by the PARTIES.
2. Any changes to these GENERAL TERMS AND CONDITIONS shall be binding upon the PARTIES, only where the clear reservations regarding any such changes to the GT&C have been expressed in writing in the CONTRACT DOCUMENT, otherwise null and void.
3. In the event of discrepancies between the provisions of the GENERAL TERMS AND CONDITIONS and the provisions of the CONTRACT DOCUMENT, the provisions of the CONTRACT DOCUMENT shall prevail.
4. The application of any contract templates and general terms and conditions of the CONTRACTOR is excluded.

**§3. STATEMENTS OF THE CONTRACTOR**

1. The CONTRACTOR declares that it has the authorisation, appropriate knowledge, and experience necessary for the due and professional execution of the SUBJECT MATTER OF THE CONTRACT and that its financial situation, technical resources, and access to qualified personnel enable it to fulfil the obligations arising from the CONTRACT.
2. The CONTRACTOR declares that it is familiar with the scope of the SUBJECT MATTER OF THE CONTRACT with all the circumstances and declares that it raises no objections to the SUBJECT MATTER OF THE CONTRACT, adopted solutions and requirements of the CONTRACTING PARTY.
3. The CONTRACTOR declares that it undertakes to perform the CONTRACT with due diligence, in accordance with principles of modern technical knowledge, applicable legal provisions and standards in this regard, and pursuant to arrangements made with the CONTRACTING PARTY.
4. The CONTRACTOR declares that it conducts its activities in accordance with the applicable law and that no restructuring proceedings are being carried out against it, nor has any application to declare its bankruptcy been filed, and that it is not in arrears with its obligations to the Social Insurance Institution or the Tax Office.

**§4. CONTRACTOR’S OBLIGATIONS**

1. The CONTRACTOR undertakes to execute the CONTRACT in accordance with the principles of modern technical knowledge, the latest technical and engineering standards, applicable legal provisions, and standards in this regard, and pursuant to the arrangement made with the CONTRACTING PARTY.
2. The CONTRACTOR undertakes to perform, within the deadline set in the CONTRACT and within the remuneration provided for in the CONTRACT, all work necessary to perform the SUBJECT MATTER OF THE CONTRACT, regardless of whether these works have been clearly specified in the CONTRACT or whether they

result indirectly from the CONTRACT and whose necessity for the proper performance of the SUBJECT MATTER OF THE CONTRACT the CONTRACTOR, as a professional with appropriate knowledge and experience, should have foreseen.

3. The CONTRACTOR in particular undertakes to:
  - 1) performing the work and/or analyses specified in the CONTRACT and providing the CONTRACTING PARTY with a report or other study falling within the scope of the SUBJECT MATTER OF THE CONTRACT, in accordance with the material scope indicated in the CONTRACT, in paper and electronic form, in Polish, unless otherwise indicated in the CONTRACT, in the format and number of copies indicated in the CONTRACT;
  - 2) ensuring the necessary technical supervision over employees and subcontractors in the performance of the SUBJECT MATTER OF THE CONTRACT at the CONTRACTING PARTY's premises and ensuring that they are equipped with personal protective equipment and basic tools necessary to perform the SUBJECT MATTER OF THE CONTRACT;
  - 3) not allowing its employees and subcontractors to perform work on the premises of the CONTRACTING PARTY without preliminary training in the field of occupational health and safety, threats occurring on the premises of the CONTRACTING PARTY and general conditions and guidelines for the organization/operation of the plant and safe movement around the plant, with particular emphasis on threats in the area in which the SUBJECT MATTER OF THE CONTRACT will be implemented;
  - 4) conducting an initial occupational health and safety training for its employees and subcontractors, whose entry to the CONTRACTING PARTY's premises is necessary for the proper performance of the CONTRACT, by a person designated by the CONTRACTOR and having appropriate authorizations;
  - 5) determining and discussing with the CONTRACTING PARTY all possible situations that may affect the safety of employees, both of the CONTRACTOR and the CONTRACTING PARTY, in particular related to carrying out dangerous work, switching on and off the supply of technological utilities, etc., as well as the method and rules of conduct in the event of such situations;
  - 6) compliance with environmental protection, occupational health and safety, fire protection and road traffic regulation in force on the premises of the CONTRACTING PARTY;
  - 7) exclude from performing the work that is the SUBJECT MATTER OF THE CONTRACT any person employed by the CONTRACTOR or its subcontractors, who, due to their lack of qualifications or due to failure to comply with the law, occupational health and safety rules, fire protection rules, regulations or inappropriate behaviour, insubordination or serious negligence, endangers in any way safety on the premises of the CONTRACTING PARTY, the interests of the CONTRACTING PARTY or proper performance of the CONTRACT;
  - 8) immediately report accidents at work and near-accident events that occurred on the premises of the CONTRACTING PARTY during the performance of the SUBJECT MATTER OF THE CONTRACT; the notification shall be made to an employee of the CONTRACTING PARTY's Occupational Health and Safety Service;
  - 9) carrying out work in accordance with the work performance standards and occupational health and safety regulations applicable at the CONTRACTING PARTY's premises;
  - 10) immediately inform the CONTRACTING PARTY about any change in the register of entrepreneurs in which the CONTRACTOR has been registered; in the event of failure to fulfil this obligation, correspondence sent to the last known address of the CONTRACTOR will be treated as properly delivered;
  - 11) providing employees with appropriate clothing and ID badges;
  - 12) compliance with the provisions of Contractual Clauses of the QEMETICA Group.

#### **§5. SUBCONTRACTORS**

1. The CONTRACTOR may subcontract the SUBJECT MATTER OF THE CONTRACT to subcontractors to the extent necessary to perform the CONTRACT, under the condition provided for in section 2 and 3 of this paragraph.
2. The CONTRACTOR may subcontract the performance of a part of the SUBJECT MATTER OF THE CONTRACT only to professional entities, having the appropriate qualifications and authorizations and who comply with the law provisions when conducting their business activity and performing the CONTRACT. At the CONTRACTING PARTY's request, the CONTRACTOR shall be obliged to present the documents confirming the professional qualifications of the subcontractor.
3. The CONTRACTOR is entitled to entrust the performance of the SUBJECT MATTER OF THE CONTRACT or its part to third parties, under the following conditions:
  - 1) obtaining the prior written consent of the CONTRACTING PARTY to entrust the performance of the SUBJECT MATTER OF THE CONTRACT, under pain of nullity;

- 2) the third party to whom the CONTRACTOR intends to entrust the performance of the SUBJECT MATTER OF THE CONTRACT or part thereof has appropriate powers and skills to perform the SUBJECT MATTER OF THE CONTRACT;
  - 3) securing the transfer of copyright to the completed SUBJECT MATTER OF THE CONTRACT to the CONTRACTOR to the extent ensuring proper performance of the CONTRACT;
  - 4) the CONTRACTOR assumes exclusive liability for all copyright claims related to the performance of the SUBJECT MATTER OF THE CONTRACT by a third party.
4. The CONTRACTOR is responsible for the actions and/or omissions of the subcontractors as for its own actions and/or omissions.

#### **§6. OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTY**

1. The CONTRACTING PARTY undertakes to:
  - 1) accept the SUBJECT MATTER OF THE CONTRACT, performed in accordance with the CONTRACT, within the agreed time and place, unless there are significant reasons for postponing the acceptance date;
  - 2) make timely payments due to the CONTRACTOR.
2. For the duration of the performance of activities on the premises of the CONTRACTING PARTY, related to the performance of the SUBJECT MATTER OF THE CONTRACT and provided that it is necessary given the nature of such activities, the CONTRACTING PARTY agrees to allow the CONTRACTOR to use the land and facilities of the CONTRACTING PARTY.
3. The CONTRACTING PARTY has the right to use the SUBJECT MATTER OF THE CONTRACT performed by the CONTRACTOR also for other projects implemented by entities within the QEMETICA Group without incurring additional costs.
4. The CONTRACTING PARTY is entitled to control the progress and the manner of implementation of the SUBJECT MATTER OF THE CONTRACT at any time.

#### **§7. TIME LIMIT FOR COMPLETION OF THE CONTRACT**

1. The CONTRACTOR undertakes to complete the execution of the SUBJECT MATTER OF THE CONTRACT within the time specified in the CONTRACT.
2. The CONTRACTOR is obliged to keep the CONTRACTING PARTY informed about the course of implementation of the CONTRACT, in particular, to inform the CONTRACTING PARTY immediately about any difficulties and risks that may result in failure to meet the deadlines provided for in the CONTRACT.
3. In the event of the CONTRACTOR's delay in the performance of the SUBJECT MATTER OF THE CONTRACT exceeding thirty (30) days, the CONTRACTING PARTY has the right to entrust the performance or completion of the SUBJECT MATTER OF THE CONTRACT to another contractor at the cost and risk of the CONTRACTOR, without prior court authorisation (substitute performance).

#### **§8. REMUNERATION**

1. For the performance of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is entitled to a lump sum remuneration in the amount specified in the CONTRACT. This remuneration is a net remuneration to which VAT will be added in accordance with applicable regulations in this regard.
2. The remuneration referred to in section 1 is total and final, includes all the CONTRACTOR's receivables related to the implementation of the SUBJECT MATTER OF THE CONTRACT, including all expenditure necessary to complete all works, including those not indicated directly in the CONTRACT, and which are necessary for the proper performance of the SUBJECT MATTER OF THE CONTRACT.
3. Any possible reservations of the CONTRACTOR as to the documentation submitted by the CONTRACTING PARTY, including input data for the performance of the CONTRACT, reported after the conclusion of the CONTRACT, cannot constitute the basis for the CONTRACTOR to demand an increase in the remuneration specified in the CONTRACT.
4. Moreover, as part of the remuneration referred to in section 1 of this paragraph, the CONTRACTOR in particular shall:
  - 1) bear the costs of carrying out all tests, examinations, checks, inspections, measurements and acceptances necessary to perform the SUBJECT MATTER OF THE CONTRACT;
  - 2) transfer to the CONTRACTING PARTY the economic copyrights on the terms set out in § 19 of the GT&C.

#### **§9. INVOICING AND PAYMENT CONDITIONS**

1. Remuneration for the CONTRACTOR shall be invoiced after the completion and positive acceptance of the complete SUBJECT MATTER OF THE CONTRACT, and if the CONTRACT provides for PARTIAL ACCEPTANCE, after

the completion and positive acceptance of a given STAGE for which the CONTRACT provides for appropriate settlement.

2. The basis for issuing invoices by the CONTRACTOR will be the PARTIAL ACCEPTANCE or FINAL ACCEPTANCE protocol without comments, issued in accordance with §12 of the GT&C and signed by authorized representatives of the PARTIES. The final settlement of the SUBJECT MATTER OF THE CONTRACT will be made on the basis of the FINAL ACCEPTANCE protocol, confirming the execution of the SUBJECT MATTER OF THE CONTRACT in accordance with the CONTRACT and the final invoice issued on its basis.
3. The deadline for payment of the remuneration is sixty (60) days from the date of signing by the PARTIES, respectively, the PARTIAL ACCEPTANCE protocol or the FINAL ACCEPTANCE protocol and delivery to the CONTRACTING PARTY of a correctly issued invoice, unless the CONTRACT indicates a different payment date.
4. Payment of the remuneration will be made in the form of the bank transfer to the CONTRACTOR's bank account indicated in the CONTRACT DOCUMENT or in declaration in accordance with section 11 below, based on a correctly issued invoice.
5. The bank account number indicated on the invoice must be consistent with the indication contained in the CONTRACT DOCUMENT or the CONTRACTOR's written statement in accordance with section 11 below and must be on the so-called White list of taxpayers (in accordance with the Act of 11 March 2004 on tax on goods and services, consolidated text: Journal of Laws of 2021, item 685, as amended) on the date of payment. If the CONTRACTING PARTY finds a discrepancy in this regard, the payment will not be made to the account number provided on the invoice and the CONTRACTOR will be obliged to indicate the correct bank account on the White List of Taxpayers. The CONTRACTOR will not be entitled to charge any interest due to delay in payment on this account.
6. If the SUBJECT MATTER OF THE CONTRACT includes goods or services listed in Annex 15 to the Act on tax on goods and services or another equivalent, which are subject to the obligation to use the split payment mechanism, the CONTRACTOR shall place the mandatory indication "split payment mechanism" on the issued invoices. In the event of failure to comply with this obligation and incurring tax sanctions by the CONTRACTING PARTY related to incorrect payment of an incorrectly issued invoice, the CONTRACTOR undertakes to compensate the CONTRACTING PARTY for the entire damage resulting from the determination of a possible tax liability, including sanctions and interest imposed on the CONTRACTING PARTY by the tax authority, in amounts resulting from the decisions of the tax authority.
7. If an advance payment is agreed in the CONTRACT, its payment depends on the CONTRACTOR providing a Bank Advance Payment Guarantee, in accordance with the template attached to the CONTRACT DOCUMENT. The bank guarantee for the return of the advance payment will be unconditional, irrevocable, payable on first demand, and will be subject to the Uniform Rules for Demand Guarantees (URDG), 2010 edition, ICC Publication No. 758, will be prepared in English, issued by a bank approved by the CONTRACTING PARTY.
8. The invoice issued by the CONTRACTOR, in addition to the statutory requirements, shall also contain:
  - 1) the number and date of the CONTRACT;
  - 2) payment terms and date in accordance with the CONTRACT;
  - 3) bank account number for payment as indicated in the CONTRACT or in the CONTRACTOR's statement in accordance with section 11 below;
  - 4) information about the prohibition of assigning receivables contained in the CONTRACT without the written consent of the CONTRACTING PARTY.
9. The CONTRACTOR shall attach to each invoice a protocol of PARTIAL ACCEPTANCE or FINAL ACCEPTANCE, respectively, signed by the PARTIES.
10. The date of payment of the invoice shall be the date on which the bank is debiting the CONTRACTING PARTY's bank account.
11. A change of the CONTRACTOR's bank account indicated in the CONTRACT DOCUMENT does not constitute a change to the CONTRACT that requires a written form, otherwise null and void, referred to in §24 section 2 of the GT&C. In the event of a change of the bank account, the CONTRACTOR will provide the CONTRACTING PARTY with a declaration signed by persons authorised to represent the CONTRACTOR, containing the following data:
  - 1) name and address of the bank;
  - 2) SWIFT number of the bank;
  - 3) new bank account number.

## **§10. INSURANCE**

1. The CONTRACTOR is obliged to have and maintain, throughout the duration of the CONTRACT and the granted guaranty, a tort and contractual civil liability insurance for damages caused to third parties and the

counterparty (including the CONTRACTING PARTY) in connection with the performance of the CONTRACT, with the sum insured not lower than the amount specified in the CONTRACT, with the insurance company approved by the CONTRACTING PARTY.

2. The scope of the CONTRACTOR's insurance and the amount of the sum insured in the third-party liability policy has been agreed with the CONTRACTING PARTY before signing the CONTRACT. The CONTRACTOR's liability insurance requirements are set out in the Attachment.
3. Providing the CONTRACTING PARTY with the copies of documents referred to in sections 1 of this paragraph shall be a condition for allowing the CONTRACTOR to enter the CONTRACTING PARTY's premises. Failure to meet the deadline for the performance of the SUBJECT MATTER OF THE CONTRACT in connection with the inability to access the CONTRACTING PARTY's premises under this provision, will constitute a delay due to the CONTRACTOR's fault, justifying the imposition of contractual penalties in accordance with § 14 section 1 point 2) of the GT&C.
4. The assignment of rights under the insurance contract requires the prior written consent of the CONTRACTING PARTY.

#### **§11. ADDITIONAL AND REPLACEMENT WORKS**

1. Under no circumstances any work necessary for the proper performance of the entire SUBJECT MATTER OF THE CONTRACT, the necessity of which the CONTRACTOR could and should have foreseen when determining the scope of the SUBJECT MATTER OF THE CONTRACT, be considered as additional work and subject to additional remuneration for the CONTRACTOR.
2. The performance of additional or replacement works shall require a prior written amendment to the CONTRACT, otherwise null and void.

#### **§12. ACCEPTANCE**

1. PARTIAL ACCEPTANCE and FINAL ACCEPTANCE will take place at the CONTRACTING PARTY's registered office and will be confirmed by the PARTIES signing an appropriate protocol, according to the template included in the Attachment.
2. If the CONTRACTING PARTY finds the SUBJECT MATTER OF THE CONTRACT or, respectively, a STAGE has been performed contrary to the provisions of the CONTRACT, then it may refuse to sign the PARTIAL or FINAL ACCEPTANCE protocol, respectively, and set a deadline for the CONTRACTOR to remove the faults. In such a case the SUBJECT MATTER OF THE CONTRACT or its STAGE will be deemed completed on the day on which the CONTRACTING PARTY confirms in the PARTIAL ACCEPTANCE or FINAL protocol, respectively, the handover of the properly completed SUBJECT MATTER OF THE CONTRACT or the appropriate STAGE by the CONTRACTOR.
3. The CONTRACTING PARTY will proceed to the FINAL ACCEPTANCE and submit no later than fourteen (14) days from the date of submission of the documentation prepared as part of the implementation of the SUBJECT MATTER OF THE CONTRACT, and if considers that SUBJECT MATTER OF THE CONTRACT has been performed in accordance with the CONTRACT, it will sign the FINAL ACCEPTANCE protocol within this period.
4. The PARTIES agree that PARTIAL ACCEPTANCE or FINAL ACCEPTANCE carried out in accordance with the principle set out in this paragraph does not release the CONTRACTOR from liability for faults and defects in the completed SUBJECT MATTER OF THE CONTRACT.

#### **§13. GUARANTEE AND WARRANTY**

1. The CONTRACTOR, regardless of the CONTRACTING PARTY's rights resulting from the statutory warranty for defects, grants the CONTRACTING PARTY a quality guarantee for the completed SUBJECT MATTER OF THE CONTRACT.
2. The guarantee period is twenty-four (24) months from the date the PARTIES sign the FINAL ACCEPTANCE protocol confirming proper performance of the SUBJECT MATTER OF THE CONTRACT.
3. If any faults or defects are found in the SUBJECT MATTER OF THE CONTRACT, the CONTRACTING PARTY will submit a compliant to the CONTRACTOR in writing or via e-mail, to which the CONTRACTOR is obliged to respond within forty-eight (48) hours counted in business days, starting from the moment of receipt of the complaint. Failure to respond by telephone or e-mail within the agreed time means that the compliant is accepted.
4. The CONTRACTOR is obliged to remove the faults and defects within seven (7) days from the submission of the compliant by the CONTRACTING PARTY.
5. If the CONTRACTOR makes corrections or changes to the SUBJECT MATTER OF THE CONTRACT due to the faults and defects found by the CONTRACTING PARTY, the guarantee period runs anew from the day on which

the CONTRACTING PARTY accepted the corrected SUBJECT MATTER OF THE CONTRACT without any reservations.

6. In the event of ineffective expiry of the deadline for removing faults and defects, the CONTRACTING PARTY may remove them on its own or have them removed by another entity (without court authorisation) in place of the CONTRACTOR at the CONTRACTOR's expense, charging contractual penalties indicated in §14 section 1 point 3) of the GT&C. The provision of section 4 of this paragraph shall apply accordingly.

#### **§14. CONTRACTUAL PENALTIES**

1. The CONTRACTOR shall pay the CONTRACTING PARTY contractual penalties for non-performance or improper performance of the CONTRACT in the following cases and the amounts indicated below:
  - 1) for non-performance of the CONTRACT in the event or termination of the CONTRACT by the CONTRACTING PARTY for the reasons attributable to the CONTRACTOR – a contractual penalty in the amount of 20% of the net remuneration indicated in the CONTRACT;
  - 2) for delay in the performance of the SUBJECT MATTER OF THE CONTRACT – a contractual penalty in the amount of 0.5% of the net remuneration indicated in the CONTRACT for each commenced day of delay, while the amount of the penalty calculated cumulatively cannot exceed 20% of the net remuneration specified in the CONTRACT;
  - 3) for delay in removing faults and defects found upon FINAL ACCEPTANCE or during the warranty or guarantee period – a contractual penalty in the amount of 0.7% of the gross remuneration indicated in the CONTRACT for each commenced day of delay;
  - 4) in the event of violation of the confidentiality obligation – a contractual penalty of PLN 50,000.00 for each violation.
2. Each of the above stipulated contractual penalties is independent and the CONTRACTING PARTY has the right to claim each of them independently of the others, as well as cumulatively charge all these penalties, the calculation of which is justified by the occurrence of the conditions provided for in the CONTRACT.
3. The CONTRACTING PARTY is entitled to supplementary compensation, exceeding the amount of any of the stipulated contractual penalties, up to the amount of the damage suffered.

#### **§15. LIABILITY**

1. The CONTRACTOR is responsible for the proper performance of the SUBJECT MATTER OF THE CONTRACT.
2. The CONTRACTOR is liable for damages resulting from the breach of obligations under the CONTRACT, including any damages resulting from the actions or omissions of its employees, as well as other persons (including subcontractors), whose services it uses in the performance of the CONTRACT, as for its own actions or omissions.
3. During the CONTRACTING PARTY's implementation of a project, in which the SUBJECT MATTER is used, the CONTRACTOR is obliged to immediately, within no more than fourteen (14) days from CONTRACTING PARTY's notification, remove any errors found in the SUBJECT MATTER OF THE CONTRACT.

#### **§16. WITHDRAWAL FROM THE CONTRACT**

1. Regardless of the statutory right to withdraw from the CONTRACT, the CONTRACTING PARTY is entitled to withdraw from the CONTRACT in whole or in part until the date specified in section 2 of this paragraph (contractual right of withdrawal), in the event of:
  - 1) significant failure on the part of the CONTRACTOR;
  - 2) when the conditions of force majeure lasts continuously for more than one (1) month;
  - 3) the occurrence of a significant change in circumstances causing that the performance of the CONTRACT or its part is not in the interest of the CONTRACTING PARTY, which could not be foreseen at the time of concluding the CONTRACT;
  - 4) when a restructuring application has been submitted or a resolution on the liquidation of the CONTRACTOR has been adopted or the corresponding proceedings have been initiated in the country of the CONTRACTOR's seat;
  - 5) insolvency of the CONTRACTOR within the meaning of the Act of 28 February 2003: Bankruptcy law (consolidated text: Journal of Laws of 2022, item 1520, as amended) or the threat of insolvency within the meaning of the Act of 15 May 2015: Restructuring law (consolidated text: Journal of Laws of 2022, item 2309, as amended);
  - 6) when the CONTRACTOR's total delay in executing the SUBJECT MATTER OF THE CONTRACT or the given STAGE exceeds thirty (30) days;
  - 7) the case indicated in §4 section 1 or/and §9 section 1 of Contractual Clauses of the QEMETICA Group.

2. A significant failure on the part of the CONTRACTOR, justifying withdrawal from the CONTRACT on the terms set out in section 1 point 1) of this paragraph, shall be understood in particular as:
  - 1) improper performance of the CONTRACT by the CONTRACTOR, despite a written request by the CONTRACTING PARTY to cease infringements and despite the setting of an additional deadline for removing their effects;
  - 2) non-performance of obligations under the liability for faults and defects of the completed SUBJECT MATTER OF THE CONTRACT;
  - 3) violation of the law or relevant administrative decisions applicable to the implementation of the SUBJECT MATTER OF THE CONTRACT;
  - 4) entrusting by the CONTRACTOR the performance of the whole or part of the CONTRACT to a third party in violation of the provisions of the CONTRACT, in particular the conclusion of the agreement with the subcontractor without the prior consent of the CONTRACTING PARTY.
3. The CONTRACTING PARTY may exercise the contractual right of withdrawal until the date indicated in the CONTRACT as the date of completion of the entire SUBJECT MATTER OF THE CONTRACT, with the proviso that in the event of the conditions indicated in § 16 section 1 point 7) or § 16 section 2 point 2) in connection with § 16 section 1 of GT&C, the CONTRACTING PARTY may exercise its contractual right to withdraw until the last day of the guarantee period indicated in § 13 of GT&C. The deadline indicated in the previous sentence, in the event of circumstances causing the extension of the deadline for signing the FINAL ACCEPTANCE protocol, will automatically and without the need to sign an amendment to the CONTRACT be extended by the same number of days as the deadline for signing the FINAL ACCEPTANCE protocol was extended.
4. In the event of withdrawal from the CONTRACT in the scope of the unperformed part of the CONTRACT, the CONTRACTING PARTY will pay the CONTRACTOR the actual value for the works duly completed and accepted by the date of the withdrawal.
5. As part of the remuneration referred to in section 4 of this paragraph, CONTRACTOR shall:
  - 1) provide CONTRACTING PARTY with the SUBJECT MATTER OF THE CONTRACT to the extent completed on the date of withdrawal from the CONTRACT;
  - 2) transfer to the CONTRACTING PARTY all intellectual property rights covered by the SUBJECT MATTER OF THE CONTRACT in the scope of the completed part of the CONTRACT.
6. In the event of withdrawal from the entire CONTRACT, the CONTRACTOR shall return to the CONTRACTING PARTY, within fourteen (14) days from the date of the withdrawal notice, the remuneration received up to the date of withdrawal, and collect from the CONTRACTING PARTY the elements of the SUBJECT MATTER OF THE CONTRACT delivered to the CONTRACTING PARTY up to the day of withdrawal.
7. In the event of withdrawal from the CONTRACT, the provisions of §14 and 18 of the GT&C remain in force.

#### **§17. ASSIGNMENT**

1. Any transfer by the CONTRACTOR of all or part of any rights or obligations, including receivables resulting from the CONTRACT or granting authorisation to a third party to pursue these claims, requires the prior, express and written consent of the CONTRACTING PARTY for its validity. The CONTRACTOR will include information on the prohibition of assigning receivables without the consent of the CONTRACTING PARTY on each issued invoice.
2. The CONTRACTING PARTY is entitled to transfer its rights and obligations under the CONTRACT without the CONTRACTOR's consent.

#### **§18. CONFIDENTIALITY**

1. "CONFIDENTIAL INFORMATION" within the meaning of the GT&C, means any information of a technical, technological, commercial, financial, accounting, legal or organisational nature regarding the economic activity of the CONTRACTING PARTY or any other entities of the QEMETICA Group, disclosed to the CONTRACTOR prior to or after the conclusion of the CONTRACT, in any form or on any media, regardless of whether it was marked "confidential" or not, in particular: ideas, techniques, technologies, diagrams, drawings, subject matters of copyrights, models, inventions, know-how, equipment, software and security systems used, information on tests and their results, experiments, projects and specifications, financial information, commercial and manufacturing requirements, lists of partners, investors and employees and their contact details, business and contractual relationships, business forecasts, marketing plans, confidential information of third parties (to the extent permitted) or other information of commercial value, the use, transfer or disclosure of which, to an unauthorised person, may infringe the interests of the CONTRACTING PARTY.



2. CONFIDENTIAL INFORMATION within the meaning of this paragraph also includes all notes, analyses, studies, interpretations, memoranda and other documents, materials or reports (in any form or on any media) prepared by the CONTRACTOR to the extent that they contain, reflect or are based on, in whole or in part, the CONFIDENTIAL INFORMATION provided to the CONTRACTOR in accordance with the CONTRACT during its term or before its conclusion, in connection with or on the occasion of its performance.
3. Subject to sections 5, 7, 8 and 10 of this paragraph, the CONTRACTOR agrees to maintain, in strict confidence, CONFIDENTIAL INFORMATION received as well as all the contents of this CONTRACT and not to disclose it to third parties and undertakes not to use such CONFIDENTIAL INFORMATION for any purpose other than the performance of this CONTRACT.
4. The CONTRACTOR shall take all steps to maintain confidentiality of CONFIDENTIAL INFORMATION with at least the same due diligence that takes into account the professional nature of the CONTRACTOR's activities.
5. The CONTRACTOR may disclose CONFIDENTIAL INFORMATION to its employees and/or subcontractors only to the extent that the need for such disclosure results from the performance of the CONTRACT and upon prior consent of the CONTRACTING PARTY in writing under pain of nullity, provided that they are informed of the confidential nature of the information provided and their obligation, in a subcontract or in a separate agreement, to maintain confidentiality on the terms corresponding to the provisions of the GT&C and the CONTRACT. In addition, in the contract with the subcontractor, the CONTRACTOR shall oblige the subcontractor to return to the CONTRACTING PARTY or remove CONFIDENTIAL INFORMATION on the terms provided for in this paragraph.
6. The CONTRACTOR guarantees that the subcontractor will not violate the rules for the protection of CONFIDENTIAL INFORMATION, the scope of which is regulated in this paragraph. Each case of a subcontractor's breach of these rules shall constitute the non-performance of an obligation by the CONTRACTOR.
7. The CONTRACTING PARTY's consent is not required for the disclosure of CONFIDENTIAL INFORMATION to companies of the QEMETICA Group.
8. The obligation of confidentiality binds the CONTRACTOR for a period of 10 years.
9. The confidentiality obligations set out in this paragraph do not apply to information with regard to which the CONTRACTOR proves that:
  - 1) it was in its possession before the CONTRACTING PARTY made it available under the CONTRACT;
  - 2) information that is generally known or has been made public without violating the confidentiality obligation resulting from the CONTRACT;
  - 3) information was obtained by the CONTRACTOR from a third party, on which no confidentiality obligation has been imposed;
  - 4) information was independently developed by the CONTRACTOR on its behalf, without the use of CONFIDENTIAL INFORMATION;
  - 5) it is obliged to disclose the information to public authorities, in accordance with generally applicable provisions of law or a legally valid decision of a court, a competent law enforcement authority or a competent administrative authority, including, in particular, competent regulatory authorities over the securities market, provided that immediately after becoming aware of such obligation, the CONTRACTOR shall notify the CONTRACTING PARTY about the emergence of such an obligation and prior to the disclosure of CONFIDENTIAL INFORMATION on this basis, and that disclosure on this basis shall be limited only to such information that, in accordance with the law or a decision (order), should be provided or disclosed to a competent court or authority.
10. In the event of an obligation to disclose CONFIDENTIAL INFORMATION on the basis of the provisions referred to in section 9 point 5) of this paragraph, the CONTRACTOR undertakes to cooperate reasonably with the CONTRACTING PARTY in activities aimed at changing or revoking the decision to impose the obligation to disclose CONFIDENTIAL INFORMATION and in any related proceedings.
11. At the request of the CONTRACTING PARTY, and in the event of withdrawal from the CONTRACT, immediately after receiving the declaration of withdrawal from the CONTRACT, the CONTRACTOR shall return to the CONTRACTING PARTY all documents, materials and other information carriers containing Confidential Information, including all copies and reproductions thereof, held by the CONTRACTOR and its subcontractors in connection with the performance of the CONTRACT. Regardless of the fulfilment of the obligation indicated in the preceding sentence, the CONTRACTOR shall continue to be bound by the obligations arising from this paragraph.
12. Notwithstanding the foregoing, the CONTRACTOR may keep in the files of its legal department one (1) copy of the CONFIDENTIAL INFORMATION received or produced under or in connection with the performance of the CONTRACT solely for the purpose (if necessary) of: (i) securing its rights and obligations in relation to such

CONFIDENTIAL INFORMATION (including in connection with legal proceedings) or (ii) to ensure compliance with statutory obligations imposed on the CONTRACTOR (if any).

13. All CONFIDENTIAL INFORMATION is disclosed by the CONTRACTING PARTY "as is", which means that the CONTRACTING PARTY hereby does not grant and excludes any guarantee or assurance with respect to the CONFIDENTIAL INFORMATION provided or disclosed by it or on its behalf as to its accuracy, completeness, quality, merchantability or fitness for a particular purpose. The CONTRACTING PARTY shall not be liable, directly or indirectly, to the CONTRACTOR for any damages that may arise as a result of the CONTRACTOR's permitted use of the CONFIDENTIAL INFORMATION or any errors in it or its incompleteness.
14. CONFIDENTIAL INFORMATION shall remain the sole property of the CONTRACTING PARTY. Nothing in this CONTRACT is intended to: (a) transfer to the CONTRACTOR any right, title, interest or permission to use (licence) with regard to any of the CONTRACTING PARTY'S CONFIDENTIAL INFORMATION (including any intellectual property rights contained therein), and (b) create any obligation, implicitly or otherwise.

#### **§19. INTELLECTUAL PROPERTY**

1. The CONTRACTOR represents and warrants that it will acquire, no later than on the date of submitting to the CONTRACTING PARTY the documentation prepared as part of the performance of the SUBJECT MATTER OF THE CONTRACT, all rights and authorizations to dispose of all works created as part of the implementation of this CONTRACT (hereinafter referred to as the "Works"), in accordance with the requirements provided for in Attachment to the CONTRACT, including copyrights and all authorizations to exercise derivative rights from the persons employed to create the Works covered by the SUBJECT MATTER OF THE CONTRACT, and that as of that date the Works will be free from any legal defects. The transfer of rights referred to in the previous sentence will be to the extent that allows the rights to be transferred to the CONTRACTING PARTY according to this paragraph.
2. As part of the remuneration specified in the CONTRACT, the CONTRACTOR transfers to the CONTRACTING PARTY the economic copyrights to the Works. The CONTRACTOR declares that the remuneration specified in the CONTRACT exhausts all claims against the CONTRACTING PARTY for the performance of the obligations specified in this paragraph.
3. The transfer of economic copyrights will take place upon passing of the Works to the CONTRACTING PARTY.
4. The transfer of economic copyrights to the Works takes place without any limitation as to the territory, time or number of copies, in the following fields of use:
  - 1) recording and reproducing of the Works using any technique, including printing, reprographic, magnetic storage and digital technique;
  - 2) saving the Works to computer memory;
  - 3) public exhibition, display and reproduction of the Works;
  - 4) lending a copy or the original of the Works;
  - 5) making the Works available in such a way that anyone can have access thereto, at a place and time of their choice (including the internet);
  - 6) within the scope of trading the original or the copies on which the Works are recorded - the sale of the original Works and their marketing;
  - 7) making reprints of the whole or part of the Works, and making them available for surveys, exhibitions and catalogues;
  - 8) using the Works for own use to the extent necessary necessary resulting from the purpose of the CONTRACT and to perform any work resulting from the operation, repair, modernization, reconstruction or expansion and renovation of any element of the fixed assets of the CONTRACTING PARTY or companies from QEMETICA Group, , including making the Works available:
    - a) to other contractors as a basis or starting material for the performance of the work commissioned to them;
    - b) to the contractors participating in procurement procedures by the CONTRACTING PARTY or any company from the QEMETICA Group;
    - c) in part required for other contractors as a basis for the implementation or supervision of the works commissioned to them;
    - d) in part necessary to third parties involved in the projects implemented by the CONTRACTING PARTY or any company from the QEMETICA Group.
5. The CONTRACTOR allows the CONTRACTING PARTY to exercise derivative copyrights to the Works and transfers to the CONTRACTING PARTY the exclusive right to grant consent to exercise derivative copyrights to the Works. The above-mentioned right includes, in particular, the CONTRACTOR's consent to use and dispose of the elaborations of the Works.

6. The CONTRACTING PARTY acquires the ownership of all carriers (CDs, etc) on which the Works or any of their elements are recorded, upon their transfer by the CONTRACTOR.
7. Notwithstanding the above provisions, the CONTRACTING PARTY will be entitled to use in its activities all data and information, including those of a technical, business, or commercial nature, contained in the documentation prepared as part of the implementation of the CONTRACT, as well as to transfer this information for use by the companies within QEMETICA Group.
8. Notwithstanding any other provisions hereof, if any third parties raise - against the CONTRACTING PARTY, its legal successors or entities to which the CONTRACTING PARTY will transfer the rights under the CONTRACT - any claims resulting from infringement of economic or moral copyrights, derivative rights, patent, registered design, trademark or trade name rights, or any other rights created on non-material assets, the CONTRACTOR shall immediately release the CONTRACTING PARTY, its successors or entities to whom the CONTRACTING PARTY will transfer the rights under the CONTRACT, from any liability resulting from such claims and cover all costs incurred by the CONTRACTING PARTY in connection with such claims.

## **§20. FORCE MAJEURE**

1. The force majeure events are understood to mean all external and sudden events that could not be foreseen at the time of concluding of the CONTRACT, which could not be resisted and whose effects could not be prevented, in particular (but not limited to) the following events, if they meet the above-mentioned conditions:
  - 1) wars (declared or not), including civil wars, military coups and other military actions, invasions, terrorist acts, mobilizations, or embargoes;
  - 2) radioactive radiation or radioactive contamination from nuclear fuel or nuclear waste, from the combustion of nuclear fuel, radioactive or/and toxic explosives and other hazardous properties of any explosive nuclear assemblies or their nuclear components;
  - 3) epidemics, natural disasters such as earthquake, collapse, flood,
 if they result in the impossibility of performance or inability to properly perform the obligations arising from the CONTRACT.
2. Subject to the provisions of this paragraph, in the case of a force majeure event neither PARTY will be liable for non-performance or improper performance of the CONTRACT or for any damage caused by the occurrence of a force majeure event. The occurrence of a force majeure event and its impact on the performance of the CONTRACT must be demonstrated by the PARTY invoking force majeure.
3. If a PARTY is unable to fulfill its obligations due to force majeure, it will be obliged to:
  - 1) immediately notify the other PARTY of this fact, no later than within two (2) days from the moment it obtained information about the occurrence of such an event and its impact on the performance of the CONTRACT, and
  - 2) present reliable evidence of the above within 1 day from the moment of notification, in accordance with point 1) above, and
  - 3) take all appropriate and reasonable remedial measures (provided that if it is obvious that taking such measures would not bring the expected results, the PARTY does not have to take them), under pain of losing the right to invoke a force majeure event.
4. When the force majeure event ceases, the other PARTY shall be notified of this fact immediately, but not later than within 1 day from the date on which the PARTY referring to the force majeure event has learned about its termination, under pain of losing the right to invoke the occurrence of a force majeure event.
5. In the event of force majeure continuing over a period of more than ten (10) days, the PARTIES, in good faith, shall agree on a solution that satisfies the interests of both of them. If the PARTIES fail to reach an agreement within seven (7) days from the commencement of negotiations, and the state of force majeure persists, the CONTRACTING PARTY shall be entitled to submit a declaration of withdrawal from the CONTRACT in whole or in part (at the discretion of CONTRACTING PARTY). If the CONTRACTING PARTY does not submit a declaration of withdrawal referred to above, the CONTRACT shall be automatically extended by the duration of the force majeure state, but not longer than sixty (60) days from the date of its occurrence.

## **§21. GOVERNING LAW AND DISPUTE RESOLUTION**

1. The CONTRACT shall be governed and interpreted in accordance with Polish law. For any cases not covered by the CONTRACT, the provisions of Polish law, including in particular the Act of 23 April 1964: Civil Code (consolidated text: Journal of Laws of 2022, item 360, as amended) shall apply.
2. Any disputes that may arise from the CONTRACT, first shall be settled by the PARTIES amicably. If no agreement is reached within thirty (30) calendar days of the raising by one PARTY of claims against the other PARTY and

the requesting of an amicable settlement of the dispute, the dispute will be referred for the jurisdiction of the appropriate common court competent for the seat of the CONTRACTING PARTY. The CONTRACTOR shall reimburse the CONTRACTING PARTY for any costs of proceedings before courts of all instances awarded to the CONTRACTING PARTY.

#### **§22. REPRESENTATIVES OF THE PARTIES**

1. Each PARTY shall appoint its representative to be responsible for decision making and for correspondence on the implementation of the CONTRACT on its behalf, but without authorisation to submit binding declarations of intent.
2. The representatives of the PARTIES referred to in section 1 of this paragraph and indicated in the CONTRACT are not authorised to enter into financial commitments or to submit other declarations of intent on behalf of the CONTRACTING PARTY or the CONTRACTOR, resulting in a change of the CONTRACT.
3. The change of PARTIES representatives does not constitute a change to the CONTRACT and does not require a written amendment to the CONTRACT. For the effective change of the PARTIES representatives, prior written notice delivered to the other PARTY will be sufficient.

#### **§23. GPRD**

The PARTIES agree to ensure compliance with the provisions on the protection of personal data, including the regulations in force within the QEMETICA Group, provided that they are made available to the CONTRACTOR. Should the processing of personal data prove necessary for the performance of the CONTRACT, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC), with regard to which the other PARTY acts as the data controller or the entity processing the personal data in question on behalf of third parties (the so-called "processor"), the PARTIES shall conclude an agreement for personal data processing, specifying the scope and purpose of such personal data processing.

#### **§24. FINAL PROVISIONS**

1. Should any provision of the CONTRACT be found invalid due to its non-compliance with the law, ineffectiveness or unenforceability, or if there is a loophole in the CONTRACT, the validity of the remaining provisions of the CONTRACT shall not be affected by that, and the CONTRACT shall continue to be implemented without referring to the provision in question, unless the invalidity affects any material terms of the CONTRACT, or the CONTRACT stipulates that without the invalid provisions the CONTRACT would not have been concluded. In such a case the PARTIES undertake to replace such a provision with another important and effective provision, which in terms of the economic and financial impact and the intentions of the PARTIES would be as close as possible to the affected, invalid provision.
2. All changes to the CONTRACT, as well as a declaration of withdrawal from the CONTRACT, shall be made in writing to be valid.