

# General Terms and Conditions

## of Purchase Contracts (GT&Cs) signed in Orange Polska Capital Group

### Article 1. Application

1. Terms and Conditions of Purchase Contracts Signed in Orange Polska Capital Group (hereinafter also referred to as the **"GT&Cs"**) define the terms and conditions of Order delivery by Contractors to OPL, notwithstanding the way of signing the contract; they can be in particular an element of a contract signed as a result of a proposal assessment, negotiation and tender procedure. These GT&Cs may be in particular an annex to the document of a signed contract as well as an annex to OPL's request for proposal setting forth the terms and conditions of contract.
2. In any case, these GT&Cs shall form, along with the contract (notwithstanding the procedure as a result of which it has been signed) and with all annexes, one agreement between the Parties, unless OPL excludes their application explicitly and in writing.
3. These GT&Cs shall exclude the application of any standard or general contractual terms and conditions of the Contractor (for instance regarding purchasing), especially any such terms and conditions enclosed with the Contractor's bid or referred to therein. The Contractor's general terms and conditions shall not apply even if OPL did not express an explicit objection to their incorporation. The fact that OPL accepts Goods, a Task or Services without any explicit objection or pays for them without any objection shall not mean that OPL accepts the Contractor's general terms and conditions. Any reference to the Contractor's bids or proposals, both binding and non-binding ones, shall not mean accepting any terms and conditions or objections included in those documents, in particular any objections to the content of the GT&Cs, unless their acceptance has been expressed by OPL explicitly in writing.
4. Undertaking to deliver any Order to OPL, the Contractor fully accepts the GT&Cs. If the Contractor does not agree with the GT&Cs, they must inform OPL in writing immediately, before commencing the Order implementation process. In such an event OPL reserves the right to cancel the Order, and the Contractor will not be entitled to any claim in this respect.

### Article 2. Terms and Definitions

While speaking about these General Terms and Conditions of Purchasing Goods, a Task and Services by Orange Polska S.A., pointing to their specific provisions or referring to them, the Parties shall refer to these GT&Cs. In these GT&Cs, including the Annexes to these GT&Cs, the capitalised expressions listed below shall have the following meaning:

- 1) **"Business Days"** – all days from Monday through Friday, except for Polish public holidays,
- 2) **"Task"** – any task performed by the Contractor for OPL under a Contract,
- 3) **"Orange Group"** – Orange SA with its registered office in France and all entities where Orange SA is a partner, shareholder or a member holding at least 20% of shares or voting rights in the decision-making body; OPL is a part of the Orange Group,
- 4) **"Orange Polska Capital Group"** – OPL and the entities for which OPL is the parent company as defined in the Polish Commercial Companies Code Act of 15 September 2000 and all entities which are the affiliates of OPL as defined therein; any references to "Orange Polska" included in a Contract, a request for proposal and other related documents shall be understood as references to Orange Polska Capital Group ,
- 5) **"Protected Information"** – means any information protected by law, in particular: personal data (within the meaning of the provisions of Regulation of the European Parliament and of the Council (EU) 2016/679 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 (General Data Protection Regulation), information constituting a business secrecy of OPL (i.e. undisclosed to general public information technical, technological, organizational of the company or other business valuable information, regardless of the recording or communication form, even if such information has not been labelled as confidential or has been communicated orally) and a telecommunication secrecy (within the meaning of the provisions of Act of 16 July 2004 Telecommunications Law);

- 6) **"OPL"** – Orange Polska S.A. with its registered office in Warsaw, Al. Jerozolimskie 160, with fully paid-up share capital of PLN 3,937,072,437, entered in the register of entrepreneurs kept by the District Court for Warsaw the Capital City in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, at no.0000010681; a registered value added tax (VAT) payer with NIP 526-02-50-995,
- 7) **"Contractor"** – and entity with which OPL has signed the Contract, an entity with which OPL intends to sign the Contract or an entity applying for an Order, especially one invited to a purchasing procedure or submitting a bid in a purchasing procedure,
- 8) **"Acceptance"** – OPL's confirmation that the Contract or a particular stage thereof has been performed properly,
- 9) **"Goods"** – material goods (along with relevant accessories, additional materials, a user guide tc.) the sale and delivery of which is the subject matter of the Contract,
- 10) **"Contract"/"Order"** – a contract, notwithstanding the form and procedure as a result of which it has been signed, for purchase of tangible and intangible assets including Goods, performance of a Task or Services, entered into by and between the Contractor and OPL, along with annexes governed by these GT&Cs,
- 11) **"Service"** – any service provided by the Contractor to OPL under a Contract,
- 12) **"Contract Value"** – the total remuneration, without the Value Added Tax (VAT), due to the Contractor for proper performance of the whole Contract.

### **Article 3. Scope of application of the Terms and Conditions**

Should there be any discrepancies between the content of the Contract and these GT&Cs, the Contract between the Parties shall prevail. The Contract may amend these GT&Cs provided that OPL agrees to that in writing or otherwise the amendment shall be null and void.

### **Article. 4 Conclusion of Contract**

1. The Contract shall be concluded in writing.
2. Unless written arrangements between the Parties or the regulations regarding the applied procedure resulting in the conclusion of the Contract provide otherwise, the Contract shall be concluded once it is signed by authorised representatives of the Parties.
3. By accepting these GT&Cs, the Contractor confirms that all individuals making any statements on behalf of the Contractor within the Contract or within the Order awarding procedure are authorised to incur obligations, and in particular the authorised representatives state that their powers of attorney have neither expired nor been revoked, and no changes have taken place which could have any impact on the validity of the obligations incurred by them.

## **Article. 5 Performance of Contract**

### **§ 1 Abiding by the law**

In the performance of the Contract, the Contractor must abide by the law and by ordinances of competent bodies. This obligation means in particular that Goods are to be designed, constructed or manufactured, transported and assembled, and a Task and Services are to be performed in such a way as to meet all safety requirements and quality standards, and violate neither the Occupational Health and Safety regulations nor any rights of third parties. The Contractor shall be fully liable for any penalties or personal and material damage caused by violation of those regulations or standards,

### **§ 2 Obligation to cooperate**

1. The Contractor shall inform OPL immediately and shall keep it informed about any significant matters related to implementation of the subject matter of the Contract and shall ensure the participation of their duly authorised representative in all talks regarding the performance of the subject matter of the Contract.
2. In connection with the performance of the Contract, the Contractor shall take into consideration and respect all laws of OPL. The Contractor is in particular obligated to give proper guidance to all people acting at the request of OPL in the performance of the Contract.
3. The Contractor shall ensure participation of their duly authorised representatives in all activities connected with performance of the Contract which require such participation. Those representatives should be authorised to make the necessary decisions and give orders to other people acting for the Contractor in the performance of the Contract.

### **§3 Subcontractors**

The Contractor may entrust the fulfilment of all or some of their obligations under the Contract to another entity only after obtaining OPL's consent, which shall be given in writing or otherwise remain null and void. The same condition applies to subcontractor changes during the performance of the Contract and to further subcontracting. However, the Contractor shall be in all cases responsible for the acts or omissions of such an entity as for their own acts and omissions.

### **§4 Subject matter of Contract**

1. The Contractor shall perform the subject matter of the Contract in accordance with the Contract, in view of the specific business nature of their operations.
2. The Contractor represents and warrants that they have the professional knowledge, experience and resources necessary to properly perform the Contract.
3. The Contractor undertakes to perform the Contract using their own tools, materials, equipment and other

measures ensuring proper performance of the Contract, in particular performance thereof in accordance with the schedule of works and expenditures. The Contractor shall provide the installation materials necessary to perform the Contract. The value of the Contract includes the said installation materials necessary to perform the Contract.

#### **Article 6. Contractor's remuneration and terms of payment**

1. The amount of the remuneration due to the Contractor and the way of establishing the remuneration shall be determined in the Contract.
2. Unless the Contract explicitly states otherwise, the Contract Value must not be increased and it exhausts all claims of the Contractor in connection with the performance of the Contract, and it includes all costs incurred by the Contractor during the performance of the Contract, including in particular the costs of the materials used to perform the Contract, the costs of business trips of the Contractor's representatives, their accommodation, meals and allowances.
3. The Contractor shall offer OPL the same prices the Contractor offers to other entities.
4. Unless the Contract specifies otherwise, OPL shall not be obligated to make down payments, pre-payments, pay caution money, provide bank guarantees of payment or make any other commitments which would lead to any amounts being transferred to the Contractor before OPL's Acceptance or which would entail additional costs connected with establishing the forms of security or which would create abstract commitments for OPL (for example under a bill of exchange, cheque, money order, bank guarantee or insurance guarantee). Any potential amounts paid to the Contractor by OPL shall be considered a part of the remuneration due to the Contractor.
5. The payment deadline is 30 (in words: thirty) days from the day OPL receives a VAT invoice properly issued by the Contractor; the Contractor must enclose a copy of an Acceptance Report signed by both Parties without objections with the invoice, or otherwise OPL will not be obligated to make the payment.
6. The payment shall be made via a bank transfer to the account specified by the Contractor on the VAT invoice. The day when OPL places an effective transfer order with its bank is considered the payment date.
7. In addition to complying with statutory requirements, a correct VAT invoice ought to include the following data:
  - 1) the quantity of Goods (the type of Service/Task) and net and gross unit prices of particular items. Each item under the Contract ought to be listed on the invoice in the same way as in the Contract,
  - 2) the name/description of the Goods/Task/Service or a reference to proper items of the specification enclosed with the VAT invoice,
  - 3) the system number each time specified in the Contract,

- 4) the terms and the deadline of payment as determined in the Contract.
8. The invoice ought to be issued according to the details below: Orange Polska S.A., Al. Jerozolimskie 160, 02-326 Warszawa
9. The Contractor shall send a VAT invoice to the following delivery address: Orange Polska S.A, Kancelaria Centrum Operacji Księgowych, ul. Jagiellońska 34, 96-100 Skierniewice, with a note on the envelope stating: "Faktura."
10. Should the Contractor perform the Contract improperly or should the VAT invoice be delivered to OPL incorrectly, OPL shall be entitled to withhold the payment or its proportionate part until the Contract is performed properly or until it receives an adjusting invoice.
11. Unless the Contract provides otherwise, for transactions with an entity with the place of residence or registered office in Poland, if the remuneration amounts in the Contract have been provided in a foreign currency, they will be converted to PLN according to the average exchange rate for that currency to PLN as announced by the President of the National Bank of Poland on the day the VAT invoice is issued. If the exchange rate is not announced on the day the VAT invoice is issued, the most recent exchange rate shall apply. A VAT invoice shall be issued in PLN and it shall include information about the value in the foreign currency which is the basis for the conversion and shall specify the number of the exchange rate table used for the conversion.
12. OPL states that it is a VAT payer and its NIP (tax identification number) is 526-02-50-995.
13. The Contractor must not transfer (assign) the amount due for the remuneration under the Contract to a third party without OPL's consent, expressed in writing or otherwise null a void.

#### **Article 7. Detailed terms and conditions for the sale of Goods**

##### **§ 1 Scope of application**

1. If the subject matter of the Contract consists of the sale of Goods to OPL, provisions of this Article shall apply.
2. If the subject matter of the Contract includes provision of services or performance of a Task in addition to sale of Goods, provisions of this Article shall apply insofar as sale of Goods is concerned.

##### **§ 2 Sale of Goods**

1. The Contractor shall sell the Goods in a way, by the deadlines and on the terms as set forth in the Contract and in these GT&Cs.
2. The Contractor shall deliver the ordered Goods in the right packaging, suitable for the type of equipment and means of transport. Unless the Contract explicitly

- specifies otherwise, the Contractor shall, within the Contract Value, deliver the Goods to the address specified by OPL. Unless the Contract specifies otherwise, the costs of transport, insurance and packaging shall be borne by the Contractor.
3. Unless the Contract explicitly specifies otherwise, the following documents shall be delivered together with the Goods (notwithstanding the documents for settlements between the Parties sent by the Contractor by post):
    - 1) a delivery note stating the number, weight, dimensions and contents of packages,
    - 2) complete technical documentation necessary for proper assembly of the Goods on their site of use and for their proper start-up, work and operation, including structural drawings and assembly drawings along with the necessary details regarding the mechanical part, control and measurement part, electrical part and/or the instruction manual for the Goods,
    - 3) material attestations, certificates of analyses, tests and permissions required under the legal regulations in Poland and in the EU,
    - 4) instructions for proper storage of the Goods.
  4. The Contractor shall perform the Contract by the specified deadline. The delivery date shall mean the date on which the Goods are transferred to OPL to the place defined in the Contract and this fact is confirmed with a document certifying actual delivery of the Goods (Acceptance Report).
  5. The delivery date specified in the Contract may be changed with a written consent of OPL only.
  6. Unless the Contract states otherwise, partial deliveries require written consent of OPL. Unless the Contract states otherwise, the date of the last partial delivery (transfer to OPL) shall be considered the delivery date for partial deliveries.
  7. Goods shall not be deemed duly delivered if all documents necessary for the delivery, as well the required certificates and the documentation related to the Goods, are not delivered to OPL in a way as to allow OPL to become familiar with their content.
  8. Until the Goods are accepted, which is expressed by the signing of the Acceptance Report by OPL without objections, the risk of accidental loss or damage shall be borne by the Contractor.

### § 3 Acceptance

1. The Goods ought to be checked by OPL immediately once they are received. Acceptance of the Goods shall be confirmed by an Acceptance Report. The Contractor has the right to participate in such an Acceptance procedure at their own cost, having informed OPL about their intent beforehand – no later than on the delivery date. If the Contractor is not present at the Acceptance, one copy of the Acceptance Report shall be sent to the Contractor by post.

2. The Contractor shall be responsible for the completeness of the delivery of Goods in accordance with the delivery note enclosed with the Goods and in accordance with the Contract.
3. The deadlines for particular activities within the Acceptance procedure are specified in the Contract.
4. Signing a relevant Acceptance Report without objections by OPL means that OPL accepts the subject matter of the Contract or a stage thereof and authorises the Contractor to issue an applicable VAT invoice.
5. Failure to submit claims for defects of the Goods in the Acceptance Report shall not prevent their submitting at a later date if the defects only became apparent after the Acceptance procedure or were deceitfully concealed by the Contractor.

## Article 8 Detailed terms and conditions of Task performance

### § 1 Scope of application

1. If the subject matter of the Contract consists of performance of a Task for OPL by the Contractor, provisions of this Article shall apply.
2. If the subject matter of the Contract includes provision of Services or sale of Goods in addition to performance of a Task, provisions of this Article shall apply insofar as performance of a Task is concerned.

### § 2 Performance of Task

1. The Contractor represents that the Task will meet the requirements defined by the standards and the legislation in force in the Republic of Poland on the day of signing the Contract, and in particular by the Polish *Telecommunications Law Act of 16 July 2004 along with the implementing legislation thereto*.
2. The Contractor shall perform the Task in the place, by the deadline and in the way as defined in detail in the Contract and in these GT&Cs. Unless the Contract explicitly specifies otherwise, the Contractor shall, within the Contract Value, hand over the Task at the address specified by OPL. In such a case, the Contractor shall deliver the Task in the right package, suitable for the properties of the Task and for the means of transport used. Unless the Contract specifies otherwise, the costs of transport, insurance and packaging shall be borne by the Contractor.
3. Unless the properties of the Task or the Contract require otherwise, performance of the whole Task within the Contract Value includes:
  - 1) performing the Task,
  - 2) performing tests and trials of the Task with participation of OPL,
  - 3) obtaining permits to use and/or certification of approval for the use of the Task, if they are required by applicable laws,

- 4) handing over the Task in the locations specified by the Contract,
  - 5) installing and starting the Task on the sites of delivery,
  - 6) providing an instruction manual for the Task in Polish,
  - 7) providing training in how to use the Task,
  - 8) providing complete technical documentation necessary for proper use of the Task, which includes structural drawings and assembly drawings along with the required details regarding the mechanical part, the control and measurement part and the electrical part of the Task.
4. The Contractor shall perform the Task by the deadline specified in the Contract. The Task performance date specified in the Contract may be changed with a written consent of OPL only.
  5. The Contract may provide that the Task will be performed in stages.
  6. Until the Task is taken over by OPL, which is expressed by the signing of an Acceptance Report by OPL without objections, the risk of accidental loss or damage shall be borne by the Contractor.

### § 3 Acceptance

1. Acceptance of the whole Task shall take place upon the signing of the Final Acceptance Report by the Parties. If the Task is performed in stages, Acceptance of particular stages of the Task shall take place upon the signing of a Partial Acceptance Report by the Parties.
2. The Contractor shall notify OPL if a Task performance stage is complete and ready for Acceptance and if the Task is ready for Final Acceptance.
3. Acceptance activities can be combined with tests and trials of the Task.
4. The deadlines for particular activities within the Acceptance procedure shall be specified in the Contract.
5. Based on the (Partial or Final) Acceptance activities, OPL shall prepare an Acceptance Report in two counterparts, and OPL shall hand one of them, once signed by both parties, to the Contractor on the day the Acceptance activities are completed. Refusal to sign an Acceptance Report by the Contractor authorises OPL to draw up an Acceptance Report unilaterally.
6. OPL may record the Acceptance activities by using audio-visual techniques. Picture or sound carriers on which the progress of Acceptance activities has been recorded shall be enclosed with the Acceptance Report.
7. If the (Final or Partial) Acceptance activities reveal any defects, OPL shall withdraw from the Acceptance until the defects are removed, specifying a deadline for their removal. If the defects detected during the Acceptance procedure cannot be removed but they still make it possible to use the Task according to its

intended purpose, OPL may, at its discretion, proceed with the Acceptance and reduce the Contractor's remuneration as appropriate.

8. If the defects make it impossible to use the Task in accordance with its intended purpose, OPL may withdraw from the Contract and, irrespective of the contractual penalties calculated for delay, it may claim damages according to general principles.
9. Failure to submit claims for defects of the Task in the Acceptance Report shall not prevent their submitting at a later date if the defects became apparent only after the Acceptance procedure or were deceitfully concealed by the Contractor.
10. Signing a relevant Acceptance Report without objections by OPL shall mean that OPL accepts the subject matter of the Contract or a stage thereof and authorises the Contractor to issue an applicable VAT invoice.

## Article 9. Detailed terms and conditions of Service provision

### § 1 Scope of application

1. If the subject matter of the Contract consists of provision of Services to OPL, provisions of this Article shall apply.
2. If the subject matter of the Contract includes sale of Goods or performance of a Task in addition to provision of services, provisions of this Article shall apply insofar as provision of Services is concerned.

### § 2 Provision of Services

1. The Contractor shall provide Services for OPL in a manner and on the terms as defined in detail in the Contract and in these GT&Cs.
2. The Contract may involve provision of Services within implementation of a specific project as well as continued provision of Services to OPL.
3. The Contractor shall provide the Services in accordance with the schedule included in the Contract.
4. The Contractor shall follow all guidelines of OPL related to the manner of performing the Contract.

### § 3 Acceptance

1. If the Contract involves provision of Services within implementation of a specific project, OPL shall confirm that the Contractor has properly performed the subject matter of each stage of the works specified in the Contract (including the performance of the whole subject matter of the Contract) via an Acceptance Report signed by the representatives of both Parties.
2. Unless the Contract specifies otherwise, if the Contract involves continued provision of Services to OPL, OPL shall confirm that the Services are being provided properly on a monthly basis, once the month

covered by the Acceptance ends, via an Acceptance Report signed by the representatives of both Parties.

3. The deadlines for particular activities within the Acceptance procedure are specified in the Contract.
4. Should OPL report any objections, the Contractor shall, if the subject matter of the Services permits it, take these objections into consideration and present the works covered by the Services to OPL for another Acceptance by the deadline specified by OPL. If the Contractor fails to eliminate the defects and objections by the deadline referred to above, OPL may withdraw from the Contract, and if the defects are not significant, OPL may complete the Acceptance and reduce the Contractor's remuneration as appropriate. This does not violate OPL's right to charge contractual penalties and apply other sanctions provided for in the Contract, connected with failure to perform or improper performance of the Contract, and in particular with failure to adhere to the terms and conditions of SLA.
5. Signing an Acceptance Report without objections by both Parties means that OPL accepts the subject matter of the Contract or a stage thereof and authorises the Contractor to issue an applicable VAT invoice.

#### **Article 10. Protected Information**

1. The obligations of the Contractor regarding the handling of Protected Information received from OPL in relation to the implementation of the Contract, Protected Information are specified in Appendix No.1 hereto.
2. No results of the works performed by the Contractor for OPL under the Contract shall be considered the Contractor's trade secret.
3. Without prejudice to the other contracts and the law, OPL shall give the persons indicated by the Contractor from its employees access to Protected Information in the scope required to the performance of the Contract.
4. In case of the potential transmission to OPL of the information constituting the Contractor's company secret done by Contractor, the Parties hereby agree that the exchange of the information constituting the Contractor's company secret by OPL within the Orange Polska Capital Group and the Orange Group is possible and it shall not constitute an infringement to the Contract.

#### **Article 11. Intellectual property rights**

##### **§ 1 Acquisition of rights**

1. If under the Contract the Contractor creates a work as defined by the Polish Copyright and Related Rights Act of 4 February 1994 ("Work"), the right to the copies of that Work, delivered to OPL by the Contractor in the performance of the Order, shall be each time transferred to OPL at the moment OPL accepts the Work based on a relevant Acceptance Report. Any

copyright and related rights to the Works shall be transferred to OPL at the same moment.

2. All the copyright and related rights referred to in this Article shall be transferred within the Contract Value; the transfer authorises OPL to dispose of and use the Works without any temporal limitations, in the country and abroad, in all existing fields of use, and in particular in the following fields of use:

- 1) recording and reproducing the Works by means of any technique and in any form, in particular via printing, reprography, magnetic recording, digital recording, especially on CDs, as stickers, including stickers on glass, as light display boards, in any number of copies, and disseminating the copies of the Works,
  - 2) placing on the market, lending for use or leasing the original or the copies, both as a whole or as any selected parts, and combining the parts of any selected Works into one whole, which includes using them for any presentations, press conferences, events, advertising mail, points of sale,
  - 3) introducing Works to the memory of any number of computers or to electronic memory devices (for example memory cards, RAM, FLASH) and devices using virtual memory or shared memory resources (cloud computing),
  - 4) introducing and uploading Works on the Internet, Intranet and other computer networks,
  - 5) introducing Works to telecommunications and IT networks and other forms of data transmission (e.g. SMS, MMS, EMS, IVR, WAP), which includes introducing Work to any telecommunications end devices,
  - 6) publicly performing, exhibiting, airing, playing, re-issuing, providing a Work to the public in a way that gives anyone access to it at a time and in a place of their choice,
  - 7) preparing abridged versions, cuts, modifications, re-editing, translating,
  - 8) modifying the whole Works and their single parts, including the right to correct, adjust, change and adapt,
  - 9) combining the Works and their parts with other works, also with works which have not been created as a result of the Contractor's actions,
  - 10) broadcasting the Works using wired and wireless vision and audio and using a satellite,
  - 11) trading in the original or in the copies on which the Work has been recorded – placing the original or the copies on the market or lending them for use,
  - 12) using the Works and their single elements freely for the business activities of OPL or other entities, which includes advertising and promoting OPL or other entities,
- and if the Work is a computer programme, also:
- 1) permanently or temporarily reproducing the software fully or in part by any means and in any form insofar as introducing, displaying,

using, transferring and storing the computer programme requires its reproduction; the Contractor agrees to those activities,

- 2) translating, adapting, changing the layout or making any other changes in the computer programme, while preserving the rights of the person who has made those changes,
- 3) distributing, which includes lending a computer programme or its copy for use or leasing it,

as well as in other fields of use as defined in the Contract.

3. The Contractor shall grant OPL an exclusive right to exercise and an exclusive right to let third parties exercise related rights and to transfer the rights acquired under the Contract to other parties.
4. If a new field of use which OPL considers important for OPL is revealed, the Contractor shall immediately transfer to OPL, at OPL's written request, the right to dispose of and use the Works referred to above within that field of use for PLN 100 (one hundred).
5. The Contractor represents that they will act as an employer, ordering party and principal with regard to any third parties participating in the creation of the Works, and the Contractor undertakes to cover all related claims in this respect.
6. The Contractor shall obtain and present to OPL any potential documentation confirming that the Contractor holds the copyright and related rights to the Works and the rights to use the personal images used in the performance of the Contract. The Contractor in particular represents that it acquires from its employees, under relevant employment contracts with its employees, all copyright to the works created by the employees in the performance of their employment duties upon the delivery of those results and as to the fields of use defined in Article 11 § 1(2).
7. The Contractor shall keep, in a good condition and in an organised way, all materials and recorded copies of the Work which belong to OPL and are in the Contractor's possession. On completion of works on any project or by some other deadline specified by OPL, the Contractor shall hand over to OPL everything that the Contractor acquired for OPL in the performance of the Contract, even if it was acquired in the Contractor's own name, with the right to its future use.
8. The Contractor shall each time hand over to OPL an electronic data carrier where the Works created under the Contract are recorded. Handover of the copies of the Works shall be confirmed by OPL in writing, unless the Contract specifies otherwise.
9. The Contractor assures that authors of the Works have agreed or will agree, in employment contracts or in other contacts, not to exercise their moral rights to those works, and the Contractor guarantees that those rights will not be exercised. OPL is in particular entitled to use the Works without giving the first and the last name of the author.

## § 2 Violation of a patent and of other rights of a third party

1. The Contractor guarantees that there are no patents or other industrial property rights, copyrights and other related rights and know-how of third parties which OPL could violate by using or disposing of the acquired Goods/Task, outcomes of Services.
2. If OPL informs the Contractor about any claims of third parties against OPL in connection with the Contract, especially claims for the violation of intellectual property rights, the Contractor shall take all actions to settle the dispute and incur any related costs from the moment the third party lodges the claim against OPL, including the costs of legal representation and the costs of damages. In particular, if action is brought against OPL for the violation of intellectual property rights, the Contractor shall join the proceedings as a defendant, and if this is not possible, the Contractor shall apply the intervention procedure to join with OPL.
3. Furthermore, if as a result of a court judgment OPL will be unable to use the subject matter of the Contract, the Contractor shall immediately, at their own cost and risk, modify the subject matter of the Contract or replace it so that it does not violate any rights of third parties.

## Article 12. Guarantee of quality

1. The Contractor guarantees that the Goods delivered under the Contract will be in accordance with the Contract, with their technical specifications, drawings and any other requirements defined in the Contract, and that they will be brand new, not used, of good quality, appropriate and suitable for its intended use under the Contract, properly designed and made, of the right material, free of physical and legal defects and of any other shortcomings.
2. The Contractor guarantees that the Goods will be made and, if so stipulated in the Contract, fixed/installed according to the legal regulations, OHS regulations and fire safety regulations in force in Poland as well as to Polish Standards.
3. Unless the Contract specifies otherwise, the guarantee of quality shall be binding for the 24 months following the date of the signing of the Goods Acceptance Report by the Parties.
4. Within their obligations under the guarantee of quality, the Contractor shall, at their own cost (including the costs of disassembly and re-assembly, the costs of travel and accommodation of the Contractor's specialists), immediately repair the Goods or their parts or replace them by ones that are free of defects. Under no circumstances should the repair take more than 14 days.
5. OPL shall inform the Contractor about a detected defect of the Goods no later than 14 Business Days after the day the defects were detected. Within the 2 Business Days following the receipt of information about the defects, the Contractor shall inform OPL

about the measures taken or to be taken and about the time required to remove the defects.

6. If the Contractor must check the Goods before taking the actions to repair or replace them, the Contractor shall perform the check at their own cost as soon as possible but no later than within the 3 Business Days following the receipt of the notice about the defect, notifying OPL beforehand.
7. OPL has the right to repair and replace the defective parts on its own or using another entity if the repairs are minor or necessary to avoid further damage or if they need to be made immediately – on condition that the Contractor is notified first. In such an event, the Contractor shall reimburse OPL for the costs of the repair.
8. If the Contractor has been informed about a defect but takes no immediate steps to remove it by the deadline specified by OPL, OPL has the right to take any necessary actions to remove the damage at the cost and risk of the Contractor. In such an event, the Contractor shall reimburse OPL for the costs of the repair.
9. The guarantee of quality for the Goods or their parts which have been repaired or replaced in accordance with this section shall be extended by further 24 months, counting from the day of repair/replacement.
10. The guarantee shall not exclude OPL's rights under the warranty for physical or legal defects of the Goods. Any objections or representations of the Contractor which exclude or limit the warranty for physical and legal defects shall be ineffective, to which the Contractor irrevocably agrees by accepting these GT&Cs.
11. If the subject matter of the Contract consists of delivery of the Goods along with a guarantee card, the Contractor guarantees that the guarantee card will include the basic data required to claim the rights under the guarantee, including in particular the name and address of the guarantor or their representative in the Republic of Poland, and the duration and the territorial scope of the protection under the guarantee. Furthermore, the Contractor represents and guarantees that the guarantee card shall include a statement that the guarantee for the consumer goods sold does not exclude, limit or suspend the buyer's rights arising from any inconsistency between the goods and the contract.
12. For Contracts for performance of a Task or Services, the Contractor shall grant a guarantee for the Task or for the outcomes of Services on the terms set from Article 12(1) through Article 12(10) as appropriate.

### **Article 13. Performance Bond**

1. If on the day of signing the Contract, the Contract Value exceeds the equivalent of EUR 100,000 (one hundred thousand) according to the average exchange rate for that day, the Contractor shall, within the 14 days following the signing of the Contract, deliver to OPL a Performance Bond valid throughout

the whole term of the Contract and at least 14 days after the term of the guarantee and warranty; the Performance Bond shall constitute 10% of the Contract Value and it shall take the form of a bank guarantee issued by a bank based in Poland.

2. The guarantee referred to in Article 13(1) may be issued for annual periods, and in such a case it shall be renewed no later than 14 days before its expiry dates so that OPL has a Performance Bond provided by the Contractor throughout the whole term of the Contract and at least 14 days after the term of the guarantee and warranty. If the Contractor fails to submit a renewed Bank Guarantee to OPL by that deadline, OPL shall exercise their rights under the current Performance Bond, and deposit the received amount on its bank account and use it to satisfy any claims against the Contractor for the Contractor's failure to perform or improperly perform the Contract.
3. A Performance Bond presented by the Contractor should be unconditional, irrevocable, and payable at OPL's first request.
4. OPL has the right to withhold payment of the remuneration due to the Contractor until it receives the first or the next Performance Bond. Furthermore, OPL shall have the right to withdraw from the Contract and request a contractual penalty of 10% of the Contract Value if the Contractor fails to fulfil their obligation to establish a Performance Bond or if the Contractor fulfils this obligation improperly.
5. OPL shall have the right to use the Performance Bond to satisfy any claims against the Contractor for the Contractor's failure to perform the Contract or improper performance thereof, in particular to cover the contractual penalties charged under the Contract which the Contractor has failed to pay.
6. OPL shall return the Performance Bond document on condition that the Contractor satisfies all OPL's claims under the Contract by the deadlines specified therein.
7. The Performance Bond document shall be returned at the Contractor's request but no earlier than 30 days after the end of the guarantee and warranty term defined in the Contract.
8. Establishing a Performance Bond does not limit OPL's right to pursue claims against the Contractor according to general principles.
9. Performance Bond Template is enclosed as Annex 2 hereto. Any modifications of and departures from that form are possible only with a prior written consent of OPL. Any potential modifications and departures require OPL's prior written consent before the deadline specified in Article 13(1). OPL may refuse such consent without stating a reason.
10. OPL may withdraw from the Contract if the Contractor fails to deliver a Performance Bond within the 14 days following the signing of the Contract. OPL shall have that right also if the Contractor fails to submit to OPL a document renewing the Performance Bond, in case the previous ones expire, no later than 14 days before the expiry date.



11. The Contract may stipulate other amounts of the Performance Bond or of contractual penalties than those specified in this Article.

#### Article 14. Liability and contractual penalties

1. The Parties shall be liable for failure to fulfil or improper fulfilment of their obligations under the Contract according to general principles as set forth in the Polish Civil Code (Article 471 et seq. of the Polish Civil Code), but the level of the duty of care required from the Contractor shall be defined based on the specific business (professional) nature of its operations.
2. At OPL's request, the Contractor shall pay contractual penalties in the following circumstances and amounts:
  - 1) 0.3% of the Contract Value – for each commenced day of delay in the performance of the Contract (and whenever the Contract provides for delivery in stages – no less than 0.3% of the stage value for each commenced day of delay in the performance of this Contract stage),
  - 2) 0.5% of the Contract Value – for each commenced day of delay in repairs in accordance with Article 12 of the Terms and Conditions.
3. If the Contractor's delay in the performance of the Contract exceeds 30 days or if the delay in repair exceeds 14 days, OPL shall have the right to withdraw from the Contract in as to the non-performed part thereof or to require payment of an additional contractual penalty of at least 10% of the Contract Value.
4. Unless the Contract stipulates otherwise, for each case of infringing the regulations of the Contract regarding Protected Information, the Contractor shall pay, on request of OPL, a contractual penalty of PLN 50,000 (in words: PLN fifty thousand).
5. The Contract may provide for other contractual penalties than those specified in Article 14(2) and Article 14(3), in particular ones arising from failure to adhere to the quality indicators of Services and from violation of confidentiality provisions.
6. If as a result of the Contractor's failure to perform or improper performance of the Contract OPL suffers damage above the value of any of the stipulated contractual penalties, OPL shall have the right to claim damages above the value of contractual penalties up to the full amount of the incurred damage. OPL has the right to demand any of the contractual penalties defined in these GT&Cs also if it withdraws from the Contract.
7. Any Contractor's objections regarding exclusion or limitation of liability for the performance of the Contract shall not bind OPL. By accepting these GT&Cs, the Contractor acknowledges and accepts the above stipulation.
8. OPL's claims for compensation due to the fact the Goods/Services/Task fail(s) to have the properties the Contractor assured they would and OPL's claims

connected with liability for the damage done by a hazardous product shall remain intact.

#### Article 15. Compliance clause

1. The development of the Orange Group to which OPL belongs is based on a set of values and guidelines set out in the Code of Ethics and OPL Anti-Corruption Policy available at [http://www.orange.pl/zarzadzanie\\_zgodnoscia.phtml](http://www.orange.pl/zarzadzanie_zgodnoscia.phtml). The parties commit to comply with all national, European and international legal and regulatory provisions applicable to them in the course of their business including, without limitation, the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, French Law relating to the transparency, the fight against corruption and the modernization of the economic life (Sapin II Act), and the French criminal code pertaining to financial and economic misdemeanors and crimes as well as international trade sanctions (embargoes) including any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union, the United States Government, the French Government or applicable law, and watch lists, notably, the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC, and the consolidated list of people, groups and entities subject to EU financial sanctions (the "Rules").
2. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties agree to introduce the relevant modifications in the Contract to remedy it.
3. Each Party undertakes, and also require its shareholders, directors, employees, affiliates and sub-contractors and each respective representative:
  - take all appropriate direct and indirect means necessary to implement a compliance framework in order to comply with the Rules,
  - use all technical, financial and operational means necessary for the compliance with the Rules;
4. In order to ensure compliance with the Rules for the duration of the Contract the Parties shall provide at all times to the other Party all documents requested to confirm such compliance and shall inform the other Party, when they know or have reason to know, of any failure to comply with the Rules by someone listed in section 3, as well as the corrective measures adopted to ensure compliance with the Rules.
5. In the event of the severe failure to comply with Rules, OPL will have the right to terminate the contract instantly, without further formalities other than written notification sent to contractor, whereas such a

termination will not exclude the right of OPL to claim damages.

6. The Contractor may submit its remarks or objections regarding OPL's compliance with the Rules to: Zapytaj.etyka@orange.com.

#### **Article 16. CSR Clause**

1. Compliance with the Supplier Code of Conduct - OPL has designed a "Supplier Code of Conduct" (hereinafter referred to as the "Code") to share its social, societal and environmental commitments. By signing this Contract, each Party undertakes to comply with the Code rules and to request its employees, suppliers and subcontractors to respect the principles set out by the Code.

OPL may introduce some modifications to the Supplier Code of Conduct to always comply with any law, regulation or judicial decision. The last updated version of the Code of Conduct is available on: [http://www.orange.pl/zarzadzanie\\_zgodnoscia.phtml](http://www.orange.pl/zarzadzanie_zgodnoscia.phtml).

2. Compliance with the CSR Rules – Each Party undertakes to comply, and require its employees, suppliers and subcontractors to comply with all applicable national, European and international rules relating to ethical standards and responsible behaviors, including, but not limited to, rules relating to human rights, environmental protection, health and safety of persons, and sustainable development (hereinafter referred to as the "CSR Rules").

The Parties undertake to prevent harm to human rights and fundamental freedoms, health and safety of persons, and to the environment, in the course of their business activities.

The Parties undertake to refrain and require its employees, suppliers and subcontractors to refrain from using child or forced labour and fight against all discriminations.

3. The contractor undertakes to provide OPL with all of the information and data needed to confirm the compliance with the CSR Rules.
4. At any time, OPL and/or its authorized representative is entitled to assess or audit, directly or by a third party designated by OPL, the Contractor and its subcontractors in order to ascertain the compliance with the Supplier Code of Conduct in force and the CSR Rules.

In case of sub-contracting, the Contractor shall take all necessary steps with its subcontractors to ensure that they comply with the CSR Rules and to ensure that OPL can access to their premises. The means of intervention applicable to the above operations shall be defined jointly by OPL and the Contractor.

5. The Contractor shall promptly notify OPL of any breach to the CSR Rules or the Code and communicate the implemented actions to remedy such a breach. In the event of a persistent, repeat or deliberate breach to the above obligations, OPL shall be entitled to terminate the Contract.

#### **Article 17. Press clause**

1. If the Contractor is obligated to announce the information about signing the Contract to the public according to the legislation regarding trade in securities, the Contractor shall first consult the content of that information with OPL by sending the proposed content of the information to the following address of OPL:  
Biuro Prasowe Grupy Kapitałowej Orange Polska  
Al. Jerozolimskie 160, 02-326 Warszawa  
Tel: +48 (0) 22 527 19 37  
Fax: +48 (0) 22 527 19 79.
2. Additionally, the Contractor shall take into consideration all comments and suggestions of OPL regarding the content of the information, as long as those comments and suggestions do not violate the Contractor's obligation to announce the information about the signing of the Contract to the public.
3. OPL shall submit any comments and suggestions to the Contractor within the 4 working hours (i.e. four sixty-minute periods within a Business Day between 8.30 a.m. and 5 p.m.) following the receipt of the proposed content of the information from the Contractor. Should OPL fail to submit any comments and suggestions by the deadline, the Parties shall deem the content of the information approved by OPL.

#### **Article 18. Code of Good Practice**

1. According to the values adopted in the OPL Capital Group, OPL declares that it operates in an honest and friendly way. These principles apply to specific business relations with alternative Operators. For this purpose, OPL introduced the Code of Good Practice, arising from the principle of non-discrimination of alternative Operators. The Code is a set of rules which must be adhered to so that the provisions of the Arrangement are fulfilled and fair competition rules are ensured. The Code is enclosed as an Annex to the Contract.
2. The Contractor hereby undertakes to become familiar with the provisions of the Code referred to in paragraph 1 and to properly apply the provisions thereof to all contracts with any entities in which the Protected Information is used to any extent.
3. OPL shall immediately answer all questions of the Contractor connected with interpretation of the provisions of the Code referred to in paragraph 1.
4. In the case of failure to fulfil or improper fulfilment of the obligation referred to in paragraph 2 resulting in incurring damage by OPL, OPL will be entitled to claim damages based on general rules.
5. An infringement of the regulations of the Code of Good Practice may constitute the basis for terminating the contract with the Contractor effective immediately.

#### **Article 19. Communication**

1. Each Party shall immediately inform the other Party about any changes in the delivery address provided in the Contract. Until the Party properly communicates the changes in its delivery address, all notices or other correspondence sent to the previous address shall be considered effectively delivered no later than 7 days after the dispatch date, even if they have not been actually delivered to the other Party as a result of its failure to communicate the change of the delivery address.
2. The person listed as the OPL Coordinator is not authorised to amend the Contract in any way, unless they have an appropriate separate power of attorney.
3. OPL may change the OPL Coordinator upon notifying the Contractor in writing.
4. Any disputes under the Contract, in particular disputes connected with the conclusion, breach, expiry, termination and invalidation thereof, shall be settled by a common court competent for the registered office of OPL. In the case of withdrawal from the Contract, the court jurisdiction defined in the previous sentence does not change.
5. Unless mandatory laws specify otherwise, all amendments and supplements to the Contract shall be valid only once they have been confirmed in writing by both Parties, or otherwise they shall remain null and void.
6. If OPL does not exercise or if it delays exercising any right under the Contract, this does not mean that OPL is waiving this right.
7. If any provision of these GT&Cs and of any other arrangement binding upon the Parties to the Contract is ineffective or unenforceable or is to become so in the future, this does not affect the validity of the remaining provisions of the Contract.
8. Whenever these GT&Cs foresee the written form for notifications, statements, approvals or bilateral agreements between the Parties (the "Statements"), the Parties also allow the use of electronic form.
9. Relating to the Statements placed in electronic form the Parties shall recognize as effective solely Statements sent:
  - 1) regarding OPL to the address:
    - a) of a person indicated by OPL in aim to ensure cooperation in the course of the performance of the contract, when a person was indicated in the contract, or
    - b) stated for that aim by OPL in the invitation to submit offers in the purchasing proceeding organised by OPL, or
    - c) for communication, that was communicated to Contractor by OPL;
  - 2) regarding Contractor to the address:
    - a) of a person indicated by Contractor in aim to ensure cooperation in the course of the performance of the contract, when a person was indicated in the contract, or
    - b) stated by Contractor in the offer as the address for service, or
    - c) Contractor's e-mail indicated on the Contractor's website, or
    - d) for communication, that was communicated to OPL by Contractor; or
    - e) provided in the register applicable for the Contractor (incl. KRS and CEIDG). If the last address provided in the register was deleted as factually inaccurate and no application for entering new address to be provided was placed, the deleted address is considered as provided in the register.

#### **Article 20. Force Majeure**

OPL reserves the right to withhold the acceptance of a part or entire Contract including the resulting payments in situations of occurrence of any circumstances exceeding the scope of their control, which OPL was not able to predict, and which do not permit or make difficult the collection of a part of entire Contract. In such cases, the implementation of the entire or part of the Contract including the resulting payments will be withheld until the moment of summoning the Contractor by OPL for another commencement of the implementation of the Contract. OPL will not be liable towards the Contractor for damages resulting from such a withholding of the implementation of the Contract.

#### **Article 21. Final provisions**

1. By accepting these GT&Cs, the Contractor declares that:
  - 1) it is not the subject of any bankruptcy or liquidation proceedings and there are no reasons to initiate such proceedings,
  - 2) it is not the subject of reorganisation,
  - 3) it is not at the risk of insolvency,
  - 4) it is in no arrears with taxes, neither in respect of the State Treasury nor in respect of the municipality, and it is in no arrears in respect of the Social Insurance Institution (ZUS).
  - 5) no court or administrative proceedings are being carried out against the Contractor which may obligate it to pay an amount exceeding 1/3 of its share capital or to fulfil another obligation of this value.
2. The Contract of which these GT&Cs form a part shall be governed by Polish law.
3. Conclusion of the Contract shall not mean that OPL has granted the Contractor any exclusive right in the area covered by the subject matter of the Contract, and it shall not limit OPL's right to place orders with other entities chosen by OPL. The foregoing means also that OPL shall not be limited in its capacity to hire any employees or business partners of the Contractor.