

## GENERAL TERMS AND CONDITIONS FOR SERVICES BY INNERGO SYSTEMS SP. Z O.O. of 8 April 2022

These General Terms and Conditions for Services constitute an integral part of the Agreement. Any provisions of the Agreement that are contradictory to these General Terms and Conditions for Services shall be binding only if so expressly stipulated in the content of the Agreement.

### ARTICLE 1. DEFINITIONS

#### SERVICE PROVIDER

means Innergo Systems Sp. z o.o. based in Warsaw (03-310), ul. Odrowąża 15, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 14th Economic Division of the National Court Register, under the number KRS 0000329441, NIP (Taxpayer Identification Number): 9522064794, REGON (Polish Business Register): 141767212, share capital: PLN 504,000.

#### RECIPIENT

means an entrepreneur with whom the Service Provider has concluded an Agreement or who has commenced the performance of an order.

#### SERVICE

means the subject of the Agreement, i.e. a service or services consisting in the creation of an application according to the Recipient's instructions, application support, application publication, application development, as specified in detail in the Agreement.

#### AGREEMENT

means a document titled as an "order", "contract", or "offer", which specifies, at least: the Service Provider and the Service Recipient, the type and nature of the Service, remuneration or the terms for determining its amount (e.g. the Service Provider's offer accepted by the Recipient) and the completion date of the Service or the terms for defining this date (e.g. dates resulting from the Service Provider's offer accepted by the Recipient) along with the provisions contained in these General Terms and Conditions for Services by INNERGO Systems Sp. z o.o.

#### APPLICATION

a computer program created by the Service Provider on the basis of the Agreement, operating on selected device models and cooperating with specific software versions

#### THIRD-PARTY SOFTWARE

software used to create the Application, produced by entities other than the Service Provider, to be used by the Service Provider to the extent necessary to perform the Service

#### GTCS

means these General Terms and Conditions for Services by INNERGO Systems Sp. z o.o.

#### PARTY

The Service Provider or the Recipient; and where the plural is used - the Service Provider and the Recipient jointly.

#### C.C. OR CIVIL CODE

Civil Code Act of 23 April 1964.

### ARTICLE 2. CONCLUSION OF AN AGREEMENT

#### § 1.

- 1) The Service Provider or the Recipient may conclude an Agreement in any manner, including in particular through the Recipient's acceptance

of the Service Provider's offer or the Service Provider's acceptance of an order or an offer to purchase a Service submitted by the Recipient.

- 2) In the event of the conclusion of the Agreement in accordance with Art. 68<sup>2</sup> or 69 of the Civil Code, i.e. by the Recipient's tacit acceptance of the Service Provider's offer or by the Service Provider's commencement of the performance of the Agreement, it is considered that the Parties concluded the Agreement on the terms specified by the Service Provider, taking into account the GTCS, if the content of the offer or other statement addressed to the Recipient indicated that the Agreement would be concluded on the terms specified in the GTCS or if the GTCS applied to an Agreement previously concluded by the Parties.
- 3) The offer may only be accepted without reservations. If the Recipient, in response to the Service Provider's offer, presents its objections to the offer, this is considered a new offer that requires acceptance by the Service Provider.

### ARTICLE 3. TERMS OF PROVIDING THE SERVICE

#### § 2.

- 1) The Recipient will either define the requirements for the Application the creation of which it expects from the Service Provider as part of the Service, or will choose one of the Service Provider's already available offers. It is possible for the requirements to be defined generally and for their specification to take place in the course of providing the Service.
- 2) In response to the Recipient's expectations, the Service Provider will present an offer for the provision of the Service or, if a ready offer is selected, present the Recipient an Agreement to confirm the terms of the offer.
- 3) Before commencing the provision of the Service, the Parties will confirm the expected scope and result of the work in the Agreement.
- 4) The Service Provider is obliged to perform the Service by the completion date specified in the Agreement. If no specific date is indicated, the Service should be performed immediately.
- 5) The Service Provider will perform the Service using the Third-Party Software and guarantee the Recipient the right to use the Application. The Recipient acknowledges and accepts the possibility of a situation in which the Recipient will have to agree to terms and conditions or enter into an agreement with third parties in order to be able to use the Application in full. The Service Provider will not be responsible for the Recipient's inability to use the Application in full in the event that the Recipient breaches the terms and conditions or agreement referred to in the preceding sentence. The Service Provider is also not responsible for the proper functioning of the Third-Party Software.
- 6) During the provision of the Service, the Recipient is obliged to cooperate with the Service Provider, in particular by participating in meetings and tests arranged by the Service Provider with prior notification to the Recipient.
- 7) The performance of the Service will end with the acceptance of a functioning Application and, if included in the subject of the Agreement, providing the Recipient with access to Third-Party Software or other tools used to create the Application, and depending on the scope of the Service, it may also include publishing the Application in App Store, Play Store, or in a dedicated domain.
- 8) The Service Provider reserves that it is not able to guarantee the successful publication of the Application in App Store or Play Store and the performance of this stage of the Service may require changes in the Application in relation to its features specified in the Agreement, affecting its existing functionalities or other features. The Service Provider reserves that such changes will be made for additional remuneration specified by the Service Provider in a separate offer.
- 9) In the event that the dedicated domain referred to in sec. 7 above is provided by the Recipient, the Recipient is obliged to prepare and

configure the domain in such a way as to make it possible to publish the Application in the domain within the specified time limit.

## § 3.

The Recipient is obliged to inform about any situation that may affect the timely provision of the Service, in particular about difficulties resulting from events beyond the Recipient's control. The Recipient will also inform about the expected impact of such an event on the performance of the Agreement and about the measures taken for the proper performance of the Agreement. The submission by the Recipient to the Service Provider of the information referred to in the preceding sentence does not release the Recipient from its obligations specified in the Agreement.

## § 4.

- 1) Changing the completion date for the performance of the Service agreed in the Agreement requires the consent of the Service Provider or the Recipient; such consent may be provided by means of electronic correspondence. However, a single change of the completion date for the performance of the Service not exceeding 72 hours may be reported by one of the Parties to the other Party without requiring its approval and without constituting a change to the terms of the Agreement.
- 2) The completion date for the performance of the Service is the date of acceptance of the Application or the date of its positive verification by Apple or Google in App Store or Play Store, or its readiness for publication in a dedicated domain, unless the Parties agree otherwise.
- 3) If the Recipient fails to participate in the scheduled acceptance of the Application, without a justified reason, the Service Provider has the right to carry out the acceptance on its own. The acceptance carried out in this way will be effective for the Recipient.

## ARTICLE 4. APPLICATION

## § 5.

The Service Provider should deliver the Application in accordance with the Agreement and the attached documents, in particular, the Application should comply with the relevant applicable standards and legal provisions, the Service Provider's assurances provided to the Recipient as to the properties of the Application or the Application properties published by the Service Provider. In the event of discrepancies between the above-mentioned features of the Application and the expectations of the Recipient, the Parties agree that the Application should meet the parameters contained in the Service Provider's offer referred to in § 2 of the GTCs, taking into account subsequent changes confirmed in documents or electronic correspondence.

## ARTICLE 5. BREACH OF THE AGREEMENT

## § 6.

- 1) In the event of a delay in the Recipient answering questions related to the performance of the Service asked by the Service Provider or a delay in the participation in meetings or tests during the performance of the Service exceeding 3 days, the Service Provider may unilaterally extend the time limit for performing the Service by three times the delay.
- 2) The Service Provider is not responsible for any lost profit related to non-performance or improper performance of the Agreement. The Service

Provider's liability is limited to the value of the remuneration specified in the Agreement.

## ARTICLE 6. REMUNERATION

## § 7.

- 1) The remuneration for the performance of the Service will be specified in the Agreement as:
  - a. lump sum;
  - b. cost estimate - calculated as the product of the time devoted by the Service Provider to perform the Agreement and the rate for the Service Provider's working hour specified in the Agreement and the costs of materials used to perform the Agreement, calculated according to the Service Provider's offer.
- 2) The remuneration does not include any remuneration for the use of Third-Party Software after the Service has been performed or the costs of publishing the Application in App Store or Play Store, as well as costs related to the publication of the Application on dedicated domains, in particular domain hosting or its preparation for publication.
- 3) The payment will be made to the Service Provider's bank account and by the date specified in the invoice.
- 4) If the payment is made from a foreign (other than Polish) bank account, the foreign bank costs and the intermediary bank costs (if any) for such a transfer will be borne by the Recipient.
- 5) Filing a complaint in relation to the Application does not withhold the payment of the remuneration.
- 6) The date of payment is the day when the Service Provider's bank account is credited with the transferred amount.
- 7) Unless otherwise stipulated in the Agreement, for transactions with a domestic entity, when the remuneration has been agreed by the Parties in a foreign currency and it is then converted into PLN in order for the Service Provider to issue an invoice and for the Recipient to make the payment in PLN, the conversion into PLN will be made based on the average exchange rate of this currency announced by the National Bank of Poland on the day preceding the invoice issue date.
- 8) Invoices will be sent in electronic form to the e-mail address provided by the Recipient.
- 9) The offsetting of mutual receivables of the Recipient with the Service Provider's remuneration is permissible if the Service Provider agrees in writing to make the set-off.
- 10) In the event of a delay in the payment of remuneration exceeding 1 business day, the Service Provider may suspend the performance of the Agreement until the arrears in payment are fully settled.

## ARTICLE 7. GUARANTEE

## § 8.

- 1) The Recipient is obliged to examine the Application immediately after its receipt and during the tests. Failure to report errors in the Application within 7 days of its receipt authorises the Service Provider to publish the Application in App Store, Play Store or in a dedicated domain, if such publication is included in the subject of the Agreement and if it is possible.
- 2) The Parties decide to exclude the application of the provisions on the warranty for defects in relation to the subject of the Agreement.
- 3) The Service Provider allows the possibility of using the support after the Service has been performed, but for a separate remuneration specified in the terms of a separate offer.

## ARTICLE 8. COPYRIGHT

## § 9.

- 1) The Service Provider guarantees that there are no applicable patents or other industrial property rights, copyrights or other related rights or know-how of third parties that could be infringed by the Recipient as a

result of using the Application in accordance with the law and conditions specified in the Third-Party Software, if any.

- 2) The Recipient guarantees that it is entitled to all rights to the data or any works provided to the Service Provider for use in the performance of the Agreement, and in the event of claims against the Service Provider by other persons for the use of these data or works, it undertakes to release the Service Provider from any liability in this regard.
- 3) The Service Provider declares that in the event of works to which rights are vested in other persons being used in the process of performing the Agreement, it will inform the Recipient of this fact and indicate the scope of the Recipient's rights in this regard.
- 4) On the day of the performance of the Service, referred to in § 2 sec. 7 of the GTCS, the Service Provider grants the Recipient, as part of the remuneration referred to in § 7 of the GTCS, a non-exclusive license for the Application for an indefinite period, in the following fields of use:
  - a. permanent or temporary reproduction of the Application in whole or in part by any means and in any form,
  - b. translation, adaptation, change of layout and any other changes to the Application, with the exception of making changes to the source code,
  - c. disseminating software and its copies for business purposes.
- 5) The Service Provider's granting of the license to the Recipient, referred to in sec. 4 above, is not limited in time or territory, but is limited by the rights to the Third-Party Software. In the event of a breach of the rights to the Third-Party Software by the Recipient, the Recipient bears all responsibility for such action and undertakes to indemnify the Service Provider from any liability if other entities raise any claims against the Service Provider as a result of the breach of these rights by the Recipient.
- 6) The Agreement entitles the Recipient, without additional remuneration to the Service Provider, to transfer the license to the Recipient's legal successors, as long as it does not violate the rights to the Third-Party Software, and does not transfer the license to entities competing with the Service Provider's business.

## ARTICLE 9. PROTECTION OF INFORMATION

### § 10.

- 1) The Parties undertake to maintain confidentiality in the sense that neither Party may disclose information or materials relating to the activities of the other Party, which came into the possession of the Party in connection with the performance of the Agreement, to any third party. The obligation of confidentiality applies in particular to financial data, organisational information and other information about the activities of either Party that have been made available to the other Party, subject to confidentiality.
- 2) The obligation of confidentiality does not apply to information or materials:
  - a. the disclosure of which is required by mandatory provisions of law;
  - b. the disclosure of which takes place at the request of an entity authorised to inspect, provided that the entity has been informed of the confidential nature of the information;
  - c. which are publicly known;
  - d. which the Party has obtained or will obtain from a third party, if the provisions of applicable law or the contractual obligation binding that party do not prohibit it from disclosing this information and unless the Party undertakes to maintain confidentiality;
  - e. which the Party came into possession of in accordance with applicable law, before the date of obtaining such information under the Agreement.
- 3) In the event that a Party is required by an order of a court or a state administration body to disclose information or materials, or the need to disclose them results from legal provisions, the Party will immediately

notify the other Party in writing and inform the recipient of the information or materials of their confidential nature.

- 4) The obligation of confidentiality applies during the term of the Agreement as well as after its termination (regardless of the reason) for a period of 5 years.
- 5) The obligation of confidentiality referred to in sections 1 to 5 above does not apply to the publication of information about the implementation of the Application for the Recipient in the Service Provider's promotional materials, along with a description of basic information about the Application and tools with which it was made, and the presentation of the Recipient's name and logo in any form.

## ARTICLE 10. PERSONAL DATA

### § 13.

- 1) The Recipient data controller is INNERGO Systems Sp. z o.o. based in Warsaw (03-310), at ul. Odrowąża 15, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Economic Division of the National Court Register under no. KRS 0000329441, BDO (Waste Database number): 000006538, NIP (Taxpayer Identification Number): 9522064794, share capital: PLN 504,000.
- 2) Contact details of the Data Protection Officer: telephone number: +48 22 87 37 87, email: rodo@INNERGO.pl.
- 3) Data is processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter: "GDPR").
- 4) Providing personal data is a prerequisite for the performance of the Service and the consideration and implementation of guarantee rights. The Recipient is obliged to provide their personal data, and their failure to do so will result in the inability to provide the Service.
- 5) The scope of personal data processed includes the Recipient's details to the extent necessary in order to achieve the goals set out in sec. 4 above, in particular resulting from the Agreement.
- 6) The Recipient's personal data is necessary for the Service Provider:
  - a. in order to perform the Service - the data processing for this purpose is necessary for the performance of the Service, i.e. the creation of the Application (Art. 6 sec. 1 (b) of the GDPR),
  - b. in order to consider complaints - the data processing for this purpose is necessary for the performance / service of the Agreement in the scope of guarantees of the advertised services (Art. 6 sec. 1 (c) in conjunction with Art. 6 sec. 1 (b) of the GDPR),
  - c. for purposes related to the potential possibility of disputes arising between the Parties (the legal basis for the processing is in this case the controller's legitimate interest regarding the possible determination of, seeking, or defence against claims, in accordance with Article 6 sec. 1 (f) of the GDPR),
  - d. in order to keep accounting books and settlements in respect of any complaints considered (the legal basis is the necessity to fulfill the legal obligation incumbent on the controller in accordance with Art. 6 sec. 1 (c) of the GDPR).
- 7) The data will be processed for the duration of the Service, as well as for a further period throughout which the law (e.g. accounting law) obliges Service Provider to process this data. The Service Provider may also store data in the event that the Recipient makes any claims against the Service Provider, for the limitation period as specified by law, in particular the Civil Code - the maximum time for the processing of personal data for this reason is 6 years, counting from the end of the

calendar year in which the Agreement was performed by the Service Provider.

- 8) The Recipient's personal data will be processed by the Service Provider's authorised employees who must have access to the data as part of their official duties.
- 9) Personal data processed by the Service Provider may be made available to other recipients of personal data or categories of recipients:
  - a. entities that process data on behalf of the Service Provider on the basis of a concluded contract for entrusting the processing of personal data (e.g. entities servicing the Service Provider's ICT systems or providing ICT tools, entities servicing and maintaining the Service Provider's telecommunications network, or entities providing consulting, auditing and legal assistance services to the Service Provider).
  - b. other controllers processing data on their own behalfs (e.g. entities providing postal or courier services).
- 10) Personal data processed by the Service Provider may also be made available to entities authorised to receive it on the basis of relevant legal provisions (e.g. administrative bodies, courts, state services).
- 11) In connection with the processing of the Recipient's personal data by the Service Provider, the Recipient is entitled to the following rights:
  - a. the right to obtain confirmation whether the Controller processes the Recipient's personal data, and if it does - to access the content of this data and information regarding such processing,
  - b. the right to obtain a copy of their personal data,
  - c. right to rectify or complete inaccurate or incomplete data, on the basis of and on principles set out in Article 16 of the GDPR,
  - d. the right to limit the processing of their data, on the basis of and on principles set out in Article 18 of the GDPR.
- 12) The Recipient may exercise these rights by sending an e-mail to the following address: [rodo@INNERGO.pl](mailto:rodo@INNERGO.pl).
- 13) The provisions of the GDPR define the scope in which the above-mentioned rights can be exercised. The Controller is authorised to verify the identity of applicants.
- 14) The Recipient has the right to lodge a complaint with the President of the Personal Data Protection Office against the unlawful processing of personal data by the Service Provider.
- 15) The Service Provider does not make any automated decisions, including profiling, with regard to the Recipient's personal data in such a way that any decisions could be made or other legal effects would be caused as a result of such automated processing or where it would have a significant impact on the Recipient's situation.

## ARTICLE 11. FORCE MAJEURE

### § 14.

- 1) The Parties agree that they are not liable for non-performance of their obligations for important reasons caused by force majeure for periods resulting from the duration of force majeure.
- 2) Force majeure means an event that may occur in the future, which will have a significant impact on the commencement or performance of the Agreement, and which is beyond the control and will of the Parties. Such unpredictable events, which the Parties have no way of controlling - despite efforts - include, in particular: a war, a state of emergency, an upheaval, a nationwide general strike in industries having a significant impact on the timely implementation of the Agreement, or a state of emergency announced by the competent public administration body

covering the area on which the Service Provider's or the Recipient's enterprise is located.

- 3) The Parties undertake to inform each other immediately about the occurrence of force majeure.

## ARTICLE 12. TERMINATION OF AN AGREEMENT

### § 15.

- 1) If the Agreement is concluded for an indefinite period, each Party may terminate the Agreement with one month's notice with effect at the end of the calendar month.
- 2) The Parties are obliged to fulfill their commitments made before the date of termination of the Agreement.

### § 16.

- 1) The Service Provider may withdraw from the Agreement:
  - a. if, despite the request from the Service Provider, the Recipient fails to respond within 7 days to the Service Provider's call to fulfill its obligations in the scope of cooperation with the Service Provider in the performance of the Agreement or to cease activities that violate the terms of the Agreement;
  - b. if the Recipient fails to commence the acceptance of the Application within 14 days from the agreed date;
  - c. if the Recipient fails to pay the remuneration within 14 days from the expiry of the time limit indicated in the Service Provider's invoice or is in delay with the payment of other obligations to the Service Provider for a period exceeding 14 days;
  - d. due to the financial situation of the Recipient, in particular the seizure of the Recipient's property in enforcement proceedings or if there are serious doubts as to whether the Recipient will perform its obligations under the Agreement.
- 2) In the event of the Service Provider withdrawing from the Agreement in accordance with sec. 1 above, the Recipient will pay the Service Provider a contractual penalty in the amount of 30% of the gross lump sum remuneration referred to in § 7 sec. 1 (a) of the GTCS or 30% of the gross estimated remuneration referred to in § 7 sec. 1 (b) of the GTCS, due for the work performed until the date of withdrawal from the Agreement.
- 3) The Service Provider may exercise the right to withdraw from the Agreement referred to in sec. 1 within one month from the date on which the circumstances justifying the withdrawal from the Agreement occurred.

### § 17.

In the event of termination of the Agreement by either of the Parties or in the event of withdrawal from the Agreement by either of the Parties, notwithstanding the provisions of § 16 sec. 2 of the GTCS, the Recipient will cover all costs incurred by the Service Provider in order to perform the Agreement until the Agreement is terminated.

## ARTICLE 13. FINAL PROVISIONS

### § 18.

- 1) These GTCS, the Agreement and appendices to the Agreement contain all the agreements and conditions agreed between the Parties and may not be changed orally or in any manner other than by an agreement in writing signed by the Parties or their legal successors; any amendments to the Agreement drawn up in a manner other than in writing will be considered invalid, except in the cases indicated in the GTCS where changes in a non-written form are allowed.
- 2) A signed copy of the Agreement and these GTCS will be considered an original copy, for all purposes. In the event that the GTCS are not signed, they bind the Parties as long as the Recipient had the opportunity to

read the wording of the GTCS easily before concluding the Agreement. The GTCS are available at <https://innergo.pl>.

- 3) The time limits set out in the GTCS and the Agreement will be strictly adhered to with regard to the performance of each of the provisions of the Agreement and the GTCS for which the time of performance is an important factor. Any reference to days contained in the Agreement and these GTCS will be understood as calendar days, unless expressly stipulated otherwise.
- 4) The titles and headings are for convenience only, they do not form part of the Agreement or these GTCS, and will not affect the interpretation of any part of the Agreement or these GTCS in any way.
- 5) If the Agreement, including the GTCS, require the consent of the Service Provider to perform the activities, such consent must be given in writing, otherwise being null and void, before performing the activities, in an express manner; consent expressed implicitly by the Service Provider is ineffective. The transfer of any rights of the Recipient under the Agreement requires the written consent of the Service Provider.
- 6) Changing these GTCS is possible by a unilateral declaration of the Service Provider. In such cases, the Recipient is entitled to terminate the Agreement with one month's notice with effect at the end of the calendar month, even if the Agreement was concluded for a definite period. The right to terminate the Agreement expires after one month from the date of informing the Recipient of the change in the GTCS by the Service Provider. In the case of a statement on the termination of

the Agreement being submitted, the introduced changes shall not apply until the date of termination of the Agreement.

- 7) In all matters not regulated by the Agreement or these GTCS, the provisions of the Civil Code and other provisions of Polish law shall apply.
- 8) Any disputes related to the content, validity or performance of the Agreement, which the Parties fail to resolve amicably, will be submitted to the court having jurisdiction over the Service Provider's seat.
- 9) If any provision of the Agreement or these GTCS is found by a competent court to be invalid, ineffective or unenforceable, the remaining provisions of the Agreement or these GTCS will remain in full force and effect and will not be affected, limited or invalidated by this in any way, unless circumstances indicate that the Parties would not have concluded the Agreement without the revoked provisions.
- 10) The payment or charging of any contractual penalty specified in the Agreement or these GTCS does not preclude the Service Provider from seeking damages from the Recipient for non-performance or improper performance of the Agreement in an amount exceeding the amount of the contractual penalties paid.
- 11) The persons concluding the Agreement on behalf of the Parties represent and guarantee that they have all the necessary powers of attorney and authorisations to conclude the Agreement on the terms specified in the Agreement and in these GTCS, on behalf of the represented Parties, respectively.
- 12) Any declarations of the Parties made in writing as part of the performance of the Agreement and sent to the address provided in the Agreement shall be deemed effectively delivered, unless the Party submits a written notification about the change of address.