

## Order Attachment

### GENERAL TERMS AND CONDITIONS OF ADVERTISEMENT DISPLAY ON AMS S.A. ADVERTISING MEDIA

#### I. GENERAL PROVISIONS

##### § 1 DEFINITIONS

Whenever any of the following terms are used in these General Terms and Conditions of Advertisement Display on AMS S.A. Advertising Media or in the Order, they shall have the following meanings:

1. "**AMS**" – AMS S.A. with the seat in Warsaw (00-732) at ul. Czerska 8/10, Tax ID (NIP): 782-00-21-306, entered in the Register of Enterprises of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register under number KRS 0000079299, with the share capital of PLN 9,797,370.00, fully paid-up;
2. "**Backlight**" (**BL**) – a backlit Advertising Medium with the display area of 6 m x 3 m or 8 m x 4 m;
3. "**Billboard 12**" (**BB**) – an Advertising Medium with the display area of 5.04 m x 2.38 m;
4. "**Billboard 18**" (**BB18**) – an Advertising Medium with the display area of 6 m x 3 m;
5. "**Citylight / Premium Citylight**" (**CLP / P CLP**) – an Advertising Medium with the display area of 1.2 m x 1.8 m or 1.27 m x 2.37 m installed in a bus shelter, on a pillar or stand-alone, mounted on a wall or integrated with a kiosk;
6. "**Cityscroll**" (**CS9**) – an Advertising Medium with the rotating display area of 3.54 m x 2.47 m;
7. "**Personal Data**" – information about an identified or identifiable natural person; an identifiable natural person is a person that may be directly or indirectly identified, in particular based on such an identifier as: name, surname, residential address;
8. "**Dynamic Backlight**" – a backlit Advertising Medium with the display area of 6 m x 3 m or 8 m x 4 m; it allows for making Advertisement Display more dynamic by changing the intensity of light based on the Dynamic Backlight Animation;
9. "**Dynamic Backlight Animation**" – a digital file developed by AMS or provided by the Client, which steers the sequential change of the intensity of lighting of the Advertisement of the Client on the Dynamic Backlight;
10. "**Business Day**" – each day of the week except for Saturdays, Sundays and public holidays;
11. "**Display**" – a Display of Client's Advertisements on the Advertising Media of AMS lasting a month or half a month, including the service of one-off placing the Advertisement of the Advertising Medium;
12. "**Wall-Mounted Frontlight**" (**FLN**) – a wall-mounted Advertising Medium with the display area of 11.5 m x 8.5 m or 6.1 m x 8.5 m;
13. "**Stand-Alone Frontlight**" (**FLW48**) – a stand-alone Advertising Medium with the display area of 12 m x 4 m;
14. "**Agora Capital Group**" – Agora S.A. with all of its subsidiaries;
15. "**Advertising Campaign**" – all activities performed by AMS under the Order;
16. "**Client**" – a natural or a legal person, or an organisational unit without legal personality which carries out business and professional activity in its own name, which orders an Advertising Campaign on the Advertising Media;
17. "**Advertisement Layout**" – graphic design of the Advertisement;
18. "**Advertising Media Locations**" – depending on the type of the Advertising Medium: address details of particular Advertising Media, stock numbers of buses and trams or catalogue numbers of Advertising Frames mounted in public transportation means;
19. "**Advertising Medium**" – advertising space on which AMS displays Advertisements of the Client;
20. "**Third Party Advertising Medium**" – advertising space acquired for specified time by AMS from a third party for the purpose of a specific Advertising Campaign, on which Display of Advertisements will be executed on the terms and conditions other than the General Terms and Conditions, and used by the third party that made a given Medium accessible to AMS for a specified time;
21. "**Mobile Advertising Media**" – Advertising Media mounted in/on public transportation means ("**buses**", "**trams**") made accessible to AMS by third parties, of the following types:
  - a) "Busback" – rear area of a bus,
  - b) "Halfback" – rear area of a bus, sheet metal or glass to be used,
  - c) "Busboard" – left-hand side of a bus,
  - d) "Fullmobil" – rear and left-hand side of a bus,

- e) "Dualmobil" – rear and left-hand side of an articulated bus,
- f) "Fullwrap" – entire left and right side of a public transportation vehicle, in the case of a bus, additionally rear area of a vehicle;
- g) "Halfwrap" – depending on a city and a carrier, left side (sheet metal and/or glasses) and sheet metal on the right side of a public transportation vehicle, in the case of a bus, additionally rear area of a vehicle;
- h) "Panel" – a rectangular advertising format on side areas of public transportation vehicle with the display area of at least 2 square metres (the format and the size depending on a city and a carrier),
- i) "Advertising Frames" – interior advertising area in public transportation vehicles with the display area of 0.3 m x 0.9 m;
- 22. "**Advertisement Reposting**" – change of the Advertisement on the same Advertising Medium during the Display period;
- 23. "**Advertisement**" – an advertising material (poster, vinyl, mesh, foil) mounted on the Advertising Medium;
- 24. "**Rotation**" – change of location of the Advertisement Medium during the Display period;
- 25. "**New Mobile Technologies**" – technologies that allow access to the content coded in the Advertisement, websites or communications with the use of mobile devices;
- 26. "**Order**" – a relevant form to place an order for the execution of Advertising Campaign services, with attachments and annexes, effective at AMS;
- 27. "**Request for Quotation**" – a request for quotation submitted to AMS by the Client concerning the terms and conditions of conducting of a particular Advertising Campaign, which includes at least the following data:
  - a) particulars of the Client (full business name used by the Client, Tax ID, address),
  - b) name of the product or industry the Advertisement pertains to,
  - c) duration of the envisaged Advertising Campaign,
  - d) detailed Display parameters, in particular the number and type of Advertising Media, territorial scope, location preferences, target group, etc.
- 28. "**General Terms and Conditions**" – these general terms and conditions of advertisement display on AMS S.A. advertising media.

## § 2 ADVERTISEMENT CONTENT

1. AMS reserves the right to assess each Advertisement Layout presented by the Client as to its compliance with applicable provisions of law and decency. Should AMS question the content of the Advertisement, the Client shall change it so that its content raises no legal doubts.
2. As to Advertisements displayed on Mobile Advertising Media, the Client shall obtain (by intermediary of AMS) approval of the content and the form of Advertisements from the owner/administrator of public transportation means on which Advertisements will be mounted.
3. In view of sections 1 and 2 of this paragraph, the Client shall deliver the Advertisement Layout to AMS:
  - a) **at least 15 Business Days** before the commencement of the Display of Advertisements, for Advertisements displayed on Mobile Advertising Media,
  - b) **at least 10 Business Days** before the commencement of the Display of Advertisements, for Advertisements displayed on types of Advertising Media other than Mobile Advertising Media.
4. Failure to meet the respective time limit indicated in section 3 above by the Client may result in a delay in mounting of Advertisements, thus shortening the Display period, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.
5. Failure to meet the respective time limit indicated in section 3 above by the Client may result in a delay in preparing the Dynamic Backlight Animation, thus shortening the Dynamic Backlight Display period, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.
6. AMS reserves the right to refuse to execute of any Advertising Campaign or to cease the Display if:
  - a) the Advertisement violates the law (e.g. ban on advertising pertaining to e.g. gambling, alcoholic beverages, tobacco products), decency, offends human dignity, or may for other reasons be considered an act of unfair competition,
  - b) written reservations concerning the Advertisements have been raised by a third party or a competent authority,

- c) reservations concerning the Advertisements have been raised by an institution appointed to control the observance of the principles of media or advertising ethics, in particular, the Union of Associations Advertising Council (*Związek Stowarzyszeń Rada Reklamy*) or the Outdoor Advertising Chamber of Commerce (*Izba Gospodarcza Reklamy Zewnętrznej*),
  - d) reservations concerning the content of the Advertisements have been raised by the owner/administrator of means of public transportation, subject to AMS's right to receive full remuneration specified in the Order, which is in such a case a remuneration for the readiness to perform the Advertising Campaign.
7. The rights referred to in section 6 above shall by analogy be vested in AMS in the event that the Client has refused to change the content of the Advertisement pursuant to the provisions of section 1 of this paragraph, or has performed such a change contrary to AMS's instructions.
  8. The acceptance of the Order by AMS shall not mean any liability assumed by AMS towards third parties for Advertisements displayed on the basis of that Order.
  9. The Client shall ensure that it has the right to use the information, data, trademarks and any other elements protected by law (including Personal Data) and used in the Advertisements. The placing of an Order by the Client shall be construed to mean making a representation that this obligation has been fulfilled and that the Advertisements to be Displayed are not against the law (e.g. are not against the ban on advertisements pertaining to e.g. gambling, alcoholic beverages, tobacco products) or decency, and that the placing of an Order does not violate the Public Procurement Law.
  10. The Client represents and guarantees that New Mobile Technologies used in the content of Advertisements are not against the law and in particular that they do not direct to websites/communications that include content, including advertisements, which is forbidden by the law. Moreover, the Client shall be solely liable for any damage suffered by third parties in connection with the use of the New Mobile Technologies used in the content of its Advertisement.
  11. The Client shall redress any damage suffered by AMS in connection with the content or the form of the presented Advertisement, including the obligation to incur all costs of litigation, including court fees, costs of representation in a lawsuit and other reasonable expenses incurred by AMS in connection with any third party claims related to the Display of the Client's Advertisements, as well as the costs of repair of damaged Advertising Media. At the same time, AMS shall immediately notify the Client of any claims raised or proceedings instituted in respect of the content or the form of the Advertisement.
  12. A The Client represents that it agrees to the use by AMS of photographs of Advertising Media with Advertisements mounted thereon for marketing and self-promotion purposes (such as a newsletter, commercial presentations, catalogues, promotional materials on AMS websites and other forms of online presentation).
  - 12 B The Client represents that it agrees to the use by AMS for marketing and self-promotion purposes of the results of marketing research concerning the conducted Advertising Campaigns, including making publicly available such data as the number and type of Advertising Media on which Advertising Campaigns have been conducted, the territorial scope of Advertising Campaigns and the business name of the Client (excluding Personal Data). The above consent shall not be limited in respect of time or territory.
  - 13 If the assessment of the Advertisement Layout carried out in accordance with sections 1 or 2 of this paragraph or other reasons attributable to the Client result in the necessity to make changes or corrections to the Advertisement Layout provided to AMS, the Client shall have no right to any claims for the reimbursement of costs incurred due to the repeated preparation of the Advertisement Layout and printing of Advertisements.

## **II. ADVERTISING CAMPAIGN EXECUTION**

### **§ 3 PLACING ORDERS**

1. The execution of the Advertising Campaign shall be carried out on the basis of an Order, in accordance with the General Terms and Conditions and pursuant to applicable provisions of law.
2. The Client shall send a Request for Quotation to AMS in a written or electronic form (at the email addresses provided).

3. In reply to the Request for Quotation, within 1 Business Day of the receipt of the Request for Quotation, AMS shall send to the email address indicated by the Client:
  - a) an offer to perform the Advertising Campaign, or
  - b) information on potentially available Advertising Media which conform with the criteria specified by the Client in the Request for Quotation but not related with reservation of such Advertising Media. If the Client accepts the list of potentially available Advertising Media, AMS, based on effectively available Advertising Media, shall prepare an offer to which the provisions of sections 5 and 6 shall apply accordingly.  
Should AMS have no free Advertising Media, it shall inform the Client of the nearest possible dates for preparation of the offer or execution of the Advertising Campaign or recommend an alternative proposal to conduct the Advertising Campaign.
4. AMS shall initially reserve the Advertising Media within the time limit indicated in the offer.
5. Within the time limit indicated in the offer but within no more than 3 Business Days of the receipt of the list of the Advertising Media Location, the Client shall inform AMS whether it accepts the list of Locations proposed by AMS, and subsequently within no more than the following 5 Business Days the Client shall deliver the Order to AMS, signed by a person duly authorised to represent the Client.
6. Lack of acceptance of the list of Advertising Media Locations or failure to deliver the Order to AMS in accordance with section 5 of this paragraph, in particular, failure to meet the indicated time limit, shall cause the cancellation of the reservation made by AMS.
7. After receipt from the Client of an Order to print Advertisements, and with regard to the Clients who did not entrust printing Advertisements with AMS – after receipt of Advertisements, AMS shall make a login and a password allowing conditional access to the Internet service of AMS Assistance available to the Client. The service is located on the website at: [www.assistance.ams.com.pl](http://www.assistance.ams.com.pl). The access to that website shall also allow the Client to monitor the course of the Advertising Campaign to the extent specified below:
  - a) deadlines for the delivery of Advertisement Layouts and materials for printing or Advertisements,
  - b) photo reports of mounting of Advertisements, however, in the case of Advertising Frames mounted in public transportation vehicles the report shall pertain to 30% of the Media ordered,
  - c) film reports of the Display on the Dynamic Backlight Advertising Medium.
8. AMS represents that it shall act with all due diligence to ensure that the website at [www.ams.com.pl](http://www.ams.com.pl) and the AMS Assistance service ([www.assistance.ams.com.pl](http://www.assistance.ams.com.pl)) operate without any disturbances. AMS shall not be liable for any temporary interruptions in the operation of the aforementioned websites, including AMS Assistance, which are beyond AMS's control, however, it shall make all efforts possible to ensure that such interruptions are as short as possible.
9. AMS allows for the possibility to conclude with the Client a framework agreement which enables the Client to place single Orders via email from the email address indicated in the framework agreement.

#### **§ 4 PRINTING OF ADVERTISEMENTS**

1. The Client may place an order with AMS for printing Advertisements. However, due to the need to maintain advertising space on public transportation means and on Cityscroll Advertising Media in a good technical condition, AMS reserves in this scope the exclusive right to print Advertisements.
2. If the Client wishes to entrust printing of Advertisements with AMS, such printing of Advertisements shall be ordered by the Client on a proper Order form which shall specify the terms and conditions of such printing service.
3. In the event that the Client has entrusted the printing of Advertisements with AMS, the Client shall deliver materials for printing to AMS within 6 Business Days before the first day of the Display.
4. The Client shall deliver the materials for printing the Advertisements Reposting during the Display 3 Business Days prior to the first Display day.
5. The Client's failure to meet the respective time limit indicated in sections 3 and 4 of this paragraph may result in a delay in mounting of Advertisements, thus shortening the Display time, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order, which equals in this case the remuneration for readiness to execute the Advertising Campaign.

6. Should the Client deliver materials for printing which do not comply with the technical requirements set out in the technical specification, the Client shall accept the risk of faults in the printing of the Advertisements, including deviations in colours.
7. AMS undertakes to print materials within 2 Business Days provided that it receives correctly prepared files and colour proof by noon from Monday to Thursday of a given week and by 3 PM on Friday of a given week. The above undertaking covers printing of up to 40 items of Advertisement with the use of digital technology. AMS undertakes to print Advertisements (more than 40 items) within 3 Business Days as of the day on which a correct set of materials for printing was provided, within the time limits (hour and days) for delivery specified above.

## § 5 DISPLAY EXECUTION

1. In the event that the Client does not entrust the printing of Advertisements with AMS, the Client shall deliver Advertisements to a warehouse indicated by AMS no later than 5 Business Days before the first day of the Display, in the following number:
  - a) for vinyl or mesh Advertisements mounted on Mobile Advertising Media (except for Advertising Frames) – 100% of the ordered number of Advertising Media Locations,
  - b) for Advertisements mounted in Advertising Frames in public transportation vehicles – 105% of the ordered number of Advertising Media Locations,
  - c) for other Advertisement types – 120% of the ordered number of Advertising Media Locations.
2. Subject to section 4 below, in the event of ordering an Advertising Campaign on a Dynamic Backlight Advertising Medium, AMS, based on the Advertisement Layout provided by the Client, within 5 Business Days of receipt of the Advertisement Layout, it shall execute the Dynamic Backlight Animation, which is subject to Client approval. If the Client does not voice any comments to AMS within 1 Business Day of receipt of the Dynamic Backlight Animation, it shall be inferred that the Client has approved the Animation.
3. The event of change of the Advertisement Layout following its delivery, referred to in § 2 section 3, shall cause the need to execute another Dynamic Backlight Animation, thus shortening the Display time on the Dynamic Backlight, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.
4. If the Client does not entrust with AMS the execution of the Dynamic Backlight Animation, it shall deliver it to the AMS in the form set out in the specification 5 Business Days prior to the first day of Display to the e-mail address indicated by AMS or to the FTP address. The Client's failure to meet the deadline or the manner of delivery of the Dynamic Backlight Animation may shorten the Display time on Dynamic Backlight, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.
5. With regard to section 1 b) and c) above the Client that orders Advertisement Display for fewer than 5 Advertising Media shall deliver at least one spare Advertisement.
6. The Client's failure to meet the time limit or the manner of delivery of Advertisements indicated in section 1 of this paragraph may result in a delay in mounting of Advertisements on Advertising Media, thus shortening the Display time, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.
7. The Advertisements and Dynamic Backlight Animations shall meet AMS's technical requirements.
8. Where the quality of Advertisements and Dynamic Backlight Animations provided for the Display significantly differs from the technical requirements of AMS, AMS shall have the right to refuse to execute the Display with reference to which there were irregularities, with no prejudice to AMS's right to receive full remuneration set out in the Order, which in such a case shall be deemed to be a remuneration for the readiness to perform the Advertising Campaign.
9. AMS undertakes to complete the mounting of Advertisements within the following time limits:
  - a) **within 2 days, excluding Sundays and public holidays, counted from the first day of the Display**, in the case of Billboard 12 and Citylight/Premium Citylight Advertising Media,
  - b) **within 2 days, excluding Sundays and public holidays, preceding the first day of the Display**, in the case of Billboard 18, Backlight, Dynamic Backlight, Frontlight and Cityscroll Advertising Media,
  - c) **within 3 days, excluding Sundays and public holidays, counted from the first day of the Display**, in the case of Mobile Advertising Media.
10. AMS undertakes to initiate the Dynamic Backlight Animation **within 2 days, excluding Sundays and public holidays, preceding the first day of the Display.**

11. The time limit for mounting of Advertisements, performed under the Order placed within fewer than 10 days before the first day of Display, shall be each time agreed by the Parties by individual negotiations.
12. The Display of Advertisements on Mobile Advertising Media shall be carried out in accordance with the operation cycle applicable for means of public transportation provided that the minimum Display period on the above-mentioned Advertising Media guaranteed by AMS shall be 20 days within one calendar month.
13. Display of Advertisements on Advertising Media shall be made with the use of all available carriages and vehicles and their daily number is the result of current transportation activity of carriers.
14. Lack of any written reservations of the Client submitted to AMS during the Display period shall be understood as the confirmation of the execution of the Advertising Campaign on the terms and conditions set out in the Order.
15. AMS reserves the right to leave the Advertisements on Advertising Media after the Display unless the Client demands in writing that they be dismantled.
16. Where the Order does not specify what has to be done with uncollected Advertisements, any such Advertisements shall be stored at the warehouse of AMS for one month after the end of the Display and subsequently disposed of.
17. AMS shall have the right to entrust the execution of the Advertising Campaign with subcontractors in full or in part, in particular, to place orders for printing of Advertisements with them, provided that AMS is liable for subcontractors' actions and omissions as for its own actions and omissions.
18. The dismantling of Advertisements displayed on Billboard 18, Backlight, Dynamic Backlight, Frontlight and Cityscroll Advertising Media shall be completed within 2 Business Days before the end of the Display period.
19. Should the Advertising Campaign be performed together with advertising services other than on outdoor media, AMS shall perform the above services in accordance with the principles applicable to the given medium.
20. A graphical representation of the process of the execution of the Advertising Campaign shall constitute an appendix to the General Terms and Conditions.

## § 6

### OBSTACLES TO THE DISPLAY EXECUTION

1. AMS shall not be liable for the lack of possibility to commence or continue the Advertising Campaign for the reasons that AMS is not responsible for, including in particular:
  - a) damage of Advertising Media and/or Advertisements and/or the Dynamic Backlight Animation;
  - b) amendment to commonly binding law or local law applicable to AMS and the Order, change of practice of authorities as to the application or the interpretation of law;
  - c) use by AMS of all Advertisements delivered by the Client or printed by AMS to the Client's order,
  - d) decisions of the government and local government administration authorities, in particular, road administration, authorities competent for construction or architecture, decisions of administrators of real properties or means of public transportation on which Advertising Media are placed,
  - e) weather conditions which totally or partly prevent the fulfilment of the Advertising Campaign due to OHS rules or technical conditions of mounting of Advertisements, for instance: temperature drop below minus 7 degrees centigrade, wind speed exceeding 10 m/s, strong rain- or snowfalls or hail, except for Cityscroll Advertising Media, in the case of which any rain- or snowfalls prevent mounting of Advertisements,
  - f) existence of circumstances beyond the control of AMS (force majeure) which totally or partly prevent the execution of the Advertising Campaign, for instance: natural disaster, state of war, state of emergency, traffic accidents, strikes or protests, building disasters, terrorist attacks, closure or access restrictions to certain areas.
2. In the event of situations described in section 1 above, AMS shall immediately notify the Client thereof, at the same time submitting the execution plan to the Client for the entire or any part of the Advertising Campaigns on replacement Advertising Media Locations. No response from the Client within 3 days as of the receipt of such information shall be understood as the Client's consent to use replacement Advertising Media Locations. In the event that the Client has not expressed its

consent to replacement Advertising Media Locations, the Order shall expire with no indemnity effect for AMS with respect to those Advertising Media on which no Display has been performed, while the remuneration due to AMS shall be reduced *pro rata*.

3. Should AMS fail to meet the time limit for mounting of Advertisements or initiate the Dynamic Backlight Animation, the net amount due to AMS on account of Display on the Advertising Media which the delay pertains to shall be reduced *pro rata* for each day of delay.

## **§ 7**

### **DEFECT REPAIRS AND COMPLAINTS**

1. During the course of the Advertising Campaign AMS shall maintain Advertising Media and/or Advertisements in a proper technical and aesthetic condition and repair any defects identified in Advertising Media and/or the Dynamic Backlight Animation and/or Advertisements (using spare Advertisements delivered by the Client or printed by AMS to the Client's order) within up to 2 Business Days as of AMS's notification thereof to the Client or as of the date of their detection by AMS.
2. The above obligation to repair defects shall not apply to Advertisements for which AMS has no spare units. In such a case the Parties agree in writing the terms and conditions of printing and delivery of new Advertisements and their mounting or covering the Medium. Printing and mounting of new Advertisements or covering the Medium shall be made at the cost of the Client. The obligation to repair defects shall not pertain to the Dynamic Backlight Animation delivered by the Client.
3. Where it is impossible to repair a defect within the time limit specified in section 1 above, AMS shall notify the Client of the existing circumstances, at the same time submitting addresses of replacement Advertising Media Locations to the Client, where the Display may be continued. No response from the Client within 2 days as of the receipt of such information shall be understood as the Client's consent to the use of replacement Advertising Media Locations. In the event that the Client has not expressed its consent to replacement Advertising Media Locations, the Order shall expire with respect to the part regarding the defect occurred, and the net remuneration due to AMS on account of the Display on the Medium with defect shall be reduced *pro rata*.
4. The existence of the circumstances referred to in section 3 of this paragraph shall not mean the renouncement of the Order by AMS within the meaning of the provisions of § 8 of the General Terms and Conditions.
5. In the event of failure, due to AMS, to meet the time limit for repairing the defect in the Advertising Medium or the Advertisement or the Dynamic Backlight Animation, the net remuneration due to AMS on account of the Display on the Medium the delay pertains to shall be reduced *pro rata* for each day of delay, unless in accordance with section 3 above AMS performed the Display on replacement Advertising Media Locations.
6. Complaints concerning the manner and the quality of execution of the Advertising Campaign have to be lodged with AMS by the Client by email, within 2 days as of taking cognizance of any irregularities in the course of the Advertising Campaign. A complaint shall define the event of improper execution of the Campaign and indicate locations of Advertising Media Locations which the complaint pertains to.
7. In the event of a failure to meet the time limit for lodging a complaint or other rules for lodging a complaint referred to in section 6, the complaint shall not be processed by AMS.
8. If the complaint is justified, AMS shall repair the defects in the Advertisement upon consultation with the Client, unless repairing the defect is objectively impossible or uneconomic or the Parties agree upon any other form of compensation.
9. In each case, AMS shall inform the Client about the manner of processing of the complaint by email within 2 Business Days as of its lodging.
10. Lodging a complaint shall not release the Client from the obligation to pay the remuneration due to AMS for the Advertising Campaign conducted.
11. AMS shall not be liable for any damage suffered by the Client and one that takes the form of lost profits.
12. Should AMS fail to perform the Order or perform it improperly, the entire liability of AMS for the real damage suffered by the Client shall be limited to the amount of remuneration due to AMS in accordance with the Order.

**§ 8**  
**ORDER RENOUNCEMENT**

1. Until the date of the commencement of the Display, the Parties may renounce the entire Order or any part thereof in the form of a written statement, subject to the provisions below.
2. In the event of the renouncement by any of the Parties of the entire Order or any part thereof, i.e. the Display period or the number of Advertising Media agreed in the Order, the Party receiving the renouncement notice shall have the right to claim the payment of contractual penalties by the other Party, calculated according to the following rules:
  - a) 90% of the net remuneration for the Display renounced by the Client if the renouncement occurred from 1 day to 30 days before the commencement date of a given Display,
  - b) 60% of the net remuneration for the Display renounced by the Client if the renouncement occurred from 31 to 60 days before the commencement date of a given Display,
  - c) 30% of the net remuneration for the Display renounced by the Client if the renouncement occurred from 61 to 90 days before the commencement date of a given Display,
  - d) 10% of the net remuneration for the Display renounced by the Client if the renouncement occurred between the day on which the Client placed the Order and 91th day before the time limit for the commencement of a given Display, subject to the fact that if such renouncement pertains to an Order made for a period longer than one month and it causes lowering of the net total remuneration indicated in the Order by more than 10%, the contractual penalty shall amount to 10% of the total remuneration indicated in the Order.
3. Notwithstanding the provisions of section 2 of this paragraph, the Parties agree that should the Client make a statement on renouncing the Order after AMS printed the Advertisements, the Client shall pay the remuneration due to AMS on account of printing of the Advertisements.
4. The payment of the above-specified contractual penalties shall be made on the basis of an accounting note received by the Party obliged to make the payment, within 14 days as of its receipt.
5. Until the first day of mounting of Advertisements, AMS shall have an additional right to renounce the Order and the Client shall have no right to demand payment of any compensation or contractual penalty in the event that AMS has received any information about due and outstanding liabilities of the Client towards any company of the Agora Capital Group. Moreover, AMS shall have the right to demand from the Client payment of the contractual penalty on the terms and conditions set out, respectively, in § 8 section 2 of the General Terms and Conditions.
6. Should AMS renounce the Order in accordance with section 5 above, the Client shall have no right to any claims for the reimbursement of costs incurred due to printing of Advertisements and other costs related to the Order.

**§ 9**  
**PAYMENTS AND DISCOUNTS**

1. The Client shall pay AMS the remuneration for the ordered execution of the Advertising Campaign.
2. AMS's remuneration for the execution of the Advertising Campaign shall be determined on the basis of the price list (with prices and discounts) applicable on the day of placing of the Order by the Client.
3. AMS's remuneration shall be paid in accordance with the dates and the terms and conditions set out in the Order.
4. The Client shall pay the remuneration within the required time limit to the bank account indicated on the invoice or in the Order. Failure to meet the payment deadline shall result in statutory default interest being charged for the entire period of the delay.
5. The remuneration payment date shall be the date when AMS's bank account is credited with the entire amount of the remuneration due to AMS.
6. If the payment deadline referred to in section 3 of this paragraph is not met, AMS shall have the right to refuse the acceptance of any subsequent Order from a given Client and in the case of Orders concerning more than one Display AMS shall have the right to suspend the execution of subsequent Displays until the outstanding remuneration is paid. Following ineffective calls for payment of the outstanding remuneration addressed to the Client, AMS shall have the right to renounce the Order without the obligation to pay the compensation or the contractual penalty and at the same time AMS shall have the right to demand from the Client payment of the contractual



penalty on the terms and conditions referred to, respectively, in § 8 section 2 of the General Terms and Conditions.

## **§ 10 PERSONAL DATA PROTECTION**

1. The Controller of the Personal Data provided by the Client in connection with the conclusion and execution of the Order shall be AMS S.A. with the seat in Warsaw (00-732) ul. Czerska 8/10 (“the Controller”).
2. The Controller has appointed a data protection officer who may be contacted by e-mail: [iod@ams.com.pl](mailto:iod@ams.com.pl) (or by letter sent to the address of the registered office of AMS) in any matters connected Personal Data processing.
3. Personal Data provided by the Client shall be processed for the purpose of:
  - a) executing the Order and public and legal obligations connected with its execution, ensuing, above all, from the applicable provisions of law, including the provisions on accounting and taxation – the legal basis is the need to conclude and perform an agreement (Article 6 clause 1 letter b of the General Data Protection Regulation No 2016/679 (“the Regulation”) and compliance with a legal obligation to which the Controller is subject (Article 6 clause 1 letter c of the Regulation)
  - b) execution of the legitimate interests pursued by the Controller consisting in processing of the Personal Data for direct marketing purposes and possibility to determine or pursue any claims or protection against such claims by the Controller – the legal basis for processing data is the legitimate interest of the Controller (Article 6 clause 1 letter f of the Regulation)
4. Personal Data indicated by the Client in the Order may be transferred to entities providing services for the benefit of the Controller connected with the performance of the Order, among others to subcontractors, entities providing accounting services, suppliers of IT systems and IT services, entities providing legal services (including tax and debt recovery services), entities providing document archiving services, entities being part of the Agora Capital Group. Personal Data may also be transferred to authorised bodies in the scope required by the applicable provisions of law.
5. Personal Data indicated by the Client in the Order shall be processed as long as the Order is valid. The period of Personal Data Processing may each time be extended by the period of limitation of any claims and protection against such claims by the Controller. After the lapse of such a period, Personal Data shall be processed solely in the scope and for the period set out by the provisions of law.
6. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to access the Personal Data and demand that they be rectified, deleted, to demand data restriction, data portability and to object to processing of Personal Data.
7. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall also have the right to object to processing of Personal Data for the reasons justified by their specific situation.
8. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to lodge a complaint with a supervisory authority dealing with Personal Data protection should they deem that processing of Personal Data breaches the provisions of the Regulation.
9. Provision of Personal Data by the Client shall be necessary to conclude and execute the Order.

## **§ 11 FINAL PROVISIONS**

1. The information pertaining to the Order shall be confidential and addressed solely to the Parties in order to perform the Advertising Campaign. AMS shall be authorised to transfer confidential information to entities from the Capital Group of Agora.
2. The confidentiality obligation shall not apply when the information has to be disclosed under and in accordance with any absolutely binding provisions of law at the request of the competent public administration authorities or court.
3. AMS shall have the right to refer to the fact of Order execution and place the name of the Client (excluding Personal Data) in its advertising materials, reference letters and presentation materials with general information on the service it performs or has performed. AMS shall have the right to provide information with regard to the subject matter of the Order, its execution time

and approximate value in tender procedures or in other similar procedures conducted on a basis other than the Public Procurement Law. At the same time AMS undertakes not to publish any detailed information as to bilateral relationship regulated by the Order without the Client's written consent.

4. Any disputes or claims which might arise due to the Order or connected with the Order shall be resolved by way of negotiations, and eventually submitted for resolution of a common court with the jurisdiction over the seat of AMS.
5. Any transfer of the Client's rights and obligations resulting from the Order to a third party shall require AMS's prior written consent.
6. The Client represents that it shall not set off any of its receivables against the receivables of AMS unless the Parties jointly decide otherwise.
7. AMS reserves the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions shall be placed on the website at [www.ams.com.pl](http://www.ams.com.pl), and the Client shall be notified thereof by email. If the Client submits no written objection within two weeks as of receiving the notification of amendments to the General Terms and Conditions, such amendments shall be deemed accepted by the Client. As a result of amendments to the General Terms and Conditions no annexe to the Order needs to be concluded. However, if the Client objects to the acceptance of amendments to the General Terms and Conditions, the Parties shall continue the execution of the current Order on the hitherto binding General Terms and Conditions.
8. In the event of any discrepancy between these General Terms and Conditions and the Order, the provisions of the Order shall prevail.
9. These General Terms and Conditions shall not apply to the execution of advertising services ordered by physical persons who purchase advertising services for the purpose not connected with their business or professional activity. Such persons shall contact a representative of AMS in order to conclude a separate agreement on the execution of advertising services.
10. These General Terms and Conditions shall enter into force on 8 August 2008 and this version shall be in effect as of 25 May 2018.

