

**GENERAL TERMS AND CONDITIONS OF DISPLAY OF
INFORMATION ON DIRECTION SIGN INFORMATION MEDIA**

I. GENERAL PROVISIONS

**§1
DEFINITIONS**

Whenever any of the following terms are used in these General Terms and Conditions of Display of information on direction sign information media or in the Order, they shall have the following meanings:

1. **“General Terms and Conditions”** – these general terms and conditions of display of information on direction sign information media;
2. **“AMS”** – AMS S.A. with the seat in Warsaw (00-732) at ul. Czerna 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, 13th Commercial Division of the National Court Register under number KRS 0000079299, with the share capital of PLN 9,797,370.00, fully paid-up;
3. **“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 information campaign on direction sign information media;
4. **“CIS”** – the city information system consisting of direction sign information media available for AMS;
5. **“CIS Medium”** – a direction, one-side, back-light information medium (panel), with the display area of 1.24 m x 0.48 m mounted at the height of at least 2.0 m, counted as of the ground to the lower edge of the Medium;
6. **“Information”** – information material of the Client mounted on the CIS Medium, consisting of: a direction arrow which shows the distance and the business name/logo of the Client;
7. **“Information Layout”** – a graphic project of the Information;
8. **“CIS Label”** – a label with the Information mounted on the CIS Medium;
9. **“Locations of CIS Media”** – address of the CIS Medium;
10. **“Display”** – 6, 12, 18, 24 or more months of Display of Information on CIS Media;
11. **“Information Campaign”** – all activities performed by AMS under the Order;
12. **“Order”** – a relevant form to place an order for the execution of Information Campaign services, with attachments and annexes, effective at AMS;
13. **“Request for Quotation”** – a request for quotation submitted to AMS by the Client concerning the terms and conditions of conducting of a particular Information 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 Information pertains to, possibly together with an initial Information Layout,
 - c) duration of the envisaged Information Campaign,
 - d) detailed Display parameters, in particular the number of CIS Media, territorial scope, location preferences, target group, etc.

14. “**Agora Capital Group**” – Agora S.A. with all of its subsidiaries,
15. “**Business Day**” – each day of the week except for Saturdays, Sundays and public holidays;
16. “**Reposting**” – change of the CIS Label on the same CIS Medium during the Display;
17. “**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;

§2 INFORMATION CONTENT

1. AMS reserves the right to assess each Information presented by the Client as to its compliance with applicable provisions of law, requirements of the City Road Council in Warsaw and decency. Should AMS or the City Road Council question the content of the Information, the Client shall change it so that its content raises no legal doubts.
2. Due to the fact that in order to conduct the Display or the Reposting on the CIS Media the Client shall obtain (by intermediary of AMS) approval of the content and the form of the Information from the City Road Council, including the direction of the navigating arrow and the distance to the place indicated by the Client. The Client shall deliver the Information Layout to AMS at least 60 Business Days before the commencement of the Information Display.
3. Failure to meet the respective time limit indicated in section 2 above by the Client may result in a delay in mounting of the Information, thus shortening the Display period, with no prejudice to AMS’s right to charge the Client with full costs of the Information Campaign ordered.
4. AMS shall have the right to refuse to execute of any Information Campaign or to cease to conduct a campaign if:
 - a) the Information does not comply with the requirements specified in section 1 and/or 2 above,
 - b) the Information 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,
 - c) written reservations concerning the Information have been raised by a third party or a competent authority.
5. The rights referred to in section 4 above shall by analogy be vested in AMS in the event that the Client has refused to change the content of the Information pursuant to the provisions of section 1 of this paragraph, or has performed such a change contrary to the instructions of AMS or the City Road Council in Warsaw.
6. The acceptance of the Order by AMS shall not mean any liability assumed by AMS towards third parties for the Information displayed on the basis of that Order.
7. 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 Information. 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 Information to be Displayed is not against the law (e.g. is not against the ban on advertising 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.
8. The Client shall redress any damage suffered by AMS in connection with the content or the form of the presented Information, 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 Information. 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 Information.
- 10A. The Client represents that it agrees to the use by AMS of photographs of CIS Media with Information areas 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).

10. 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 Information Campaigns, including making publicly available such data as the number and type of CIS Media on which Information Campaigns have been conducted, the territorial scope of Advertising Campaigns and the business name of the Client (excluding Personal Data). The above consents shall not be limited in respect of time or territory.

II. INFORMATION CAMPAIGN EXECUTION

§3

PLACING ORDERS

1. The execution of the Information 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 (to the e-mail addresses provided) or by fax.

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 e-mail address indicated by the Client an offer to perform the Information Campaign. Should AMS have no free CIS Media, it shall inform the Client of the nearest possible dates for preparation of the offer or execution of the Information Campaign or recommend an alternative proposal to conduct the Information Campaign.

4. AMS shall initially reserve the CIS 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 CIS 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 CIS 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. In the course of execution of the Order AMS shall make a login and a password allowing conditional access to the Internet service (AMS Assistance) available to the Client. The service is located on the website at: www.assistance.ams.com.pl. The access to that website shall also allow the Client to monitor the course of the Information Campaign to the extent specified below:

- a) deadlines for the delivery of materials for printing,
- b) photo reports of mounting of the Information,
- c) reports from the Display quality control,
- d) reports summarising the course of the Information Campaign.

8. AMS represents that it shall act with all due diligence to ensure that the website at www.ams.com.pl and the AMS Assistance service (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.

§4

PRINTING AND DISPLAY PRODUCTION

1. Due to the need to maintain a good technical condition of CIS Media AMS reserves in this scope the exclusive right to print the Information.
2. Information shall be printed based on the Information Layout approved by AMS and the City Road Council in Warsaw.
3. The Client grants its consent to have the Information Layout kept in the archives of AMS in case additional printing of CIS Labels is required due to the occurrence of a fault in a given location. AMS undertakes to keep the Layout no longer than until the termination of the execution of a given Information Campaign.
4. AMS undertakes to terminate the mounting of the CIS Labels within 5 Business Days calculated as of the first Display day.
5. The Parties shall each time agree the day on which CIS Labels are to be mounted, based on the Order placed within no less than 60 Business Day before the first Display day, by way of individual negotiations.
6. If the Client fails to provide AMS, in the Display period, any written reservations, it shall be deemed a confirmation of execution of the Information Campaign on the terms and conditions specified in the Order.
7. AMS reserves the right to leave CIS Labels on CIS Media following termination of the Display unless the Client requests in writing that they be dismantled and pays AMS for their dismantling.
8. AMS shall have the right to entrust the execution of the Information Campaign with subcontractors in full or in part, in particular, to place orders for the production and printing of CIS Labels with them, provided that AMS is liable for subcontractors' actions and omissions as for its own actions and omissions.
9. Should the Information Campaign be performed together with advertising services on media other than CIS Media or other than on outdoor media, AMS shall perform the above services in accordance with the principles applicable to the given medium.

§5

OBSTACLES TO THE DISPLAY EXECUTION

1. AMS shall not be liable for the lack of possibility to commence or continue the Information Campaign for the reasons that AMS is not responsible for, including in particular:
 - a) damage of CIS Media for the reasons not attributable to AMS,
 - b) power faults of lamp-posts or the sources of RWE and other faults of the lighting infrastructure which occur for the reasons beyond the control of AMS, in particular as a result of road collisions and accidents,
 - c) use of all CIS Labels printed by AMS at the request of the Client,
 - d) decisions of the government and local government administration authorities, in particular, road administration, authorities competent for construction, architecture or energy, decisions of administrators of real properties on which CIS Media are placed,
 - e) weather conditions which totally or partly prevent the performance of the Display due to OHS rules or technical conditions of mounting, for instance: temperature drop below minus 7 degrees centigrade, wind speed exceeding 10 m/s, strong rain- or snowfalls or hail, icing of the CIS Media display constriction and surface as well as the structures on which they are mounted,
 - f) existence of circumstances beyond the control of AMS (force majeure) which totally or partly prevent the execution of the Information Campaign, for instance: natural disaster, state of war, state of emergency, traffic accidents, strikes or protests, architectural disasters, terrorist attacks, closure or access restrictions to certain areas, etc.

2. In the event of occurrence of obstacles to the execution of the Information Campaign, AMS shall immediately notify the Client thereof. Should it be impossible to remove the obstacle within 2 Business Days and at the same time when it is impossible to temporarily move the Campaign onto other CIS Media, the Order shall expire without any compensation claims towards AMS, as to the CIS Media on which the Display was not executed, however the remuneration due to AMS shall be reduced *pro rata*.
3. Should AMS fail to meet the time limit for mounting of CIS Labels the net amount due to AMS on account of Display on the CIS Media which the delay pertains to shall be reduced *pro rata* for each day of delay.

§6

DEFECT REPAIRS AND COMPLAINTS

1. During the course of the Information Campaign AMS shall maintain CIS Media together with the CIS Labels placed on them in a proper technical and aesthetic condition and repair any defects identified 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 (unless repairing the defect is objectively impossible or uneconomic or the Parties agree upon any other form of compensation).
2. The obligation to repair defects shall not apply to cases for which AMS has no spare CIS Labels. In such a case the Parties agree in writing in a separate Order the terms and conditions of production/printing of new CIS Labels. Printing and mounting of new CIS Labels shall be made at the cost of 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. In such a case the Order shall expire without any compensation claims towards AMS, as to the part regarding the fault, and the net remuneration due to AMS on account of Display on the CIS Medium the fault pertains to 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 § 7 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 CIS Medium, the net remuneration due to AMS on account of the Display on the CIS Medium the delay pertains to shall be reduced *pro rata* for each day of delay, unless AMS performs the Display on other CIS Media determined by the Parties or on other media at the disposal of AMS.
6. Complaints concerning the manner and the quality of execution of the Information Campaign have to be lodged with AMS by the Client by e-mail, within 2 days as of taking cognizance of any irregularities in the course of the Information Campaign. A complaint shall define the event of improper execution of the Campaign and indicate locations of CIS Media 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 upon consultation with the Client, unless 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 e-mail 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 Information 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.

§7

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 CIS 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 if such 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 CIS Labels, the Client shall pay the remuneration due to AMS on account of printing of the CIS Labels.
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 the CIS Labels, AMS shall have an additional right to renounce the Order without any liability on that account 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.
6. Should AMS renounce the Order in accordance with section 5 above, the Client shall have no right to any claims towards AMS, in particular for the reimbursement of costs incurred, and the provisions of section 2 of this paragraph shall not apply.

§8

PAYMENTS AND DISCOUNTS

1. The Client shall pay AMS the remuneration for the ordered execution of the Information Campaign.
2. AMS's remuneration for the execution of the Information 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, respectively. 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 contractual penalty referred to in § 7 of the General Terms and Conditions.

§9

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 (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 section 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 section 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 section 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.

§ 9

FINAL PROVISIONS

1. The Client grants its consent to receive from AMS commercial information via means of communication and it represents that the above consent pertains to all designations of means of electronic communication made available by the Client.
2. The information pertaining to the Order shall be confidential and addressed solely to the Parties in order to perform the Information Campaign. AMS shall be authorised to transfer confidential information to dominating, subsidiary and affiliate entities.
3. 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.
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, and the Client shall be notified thereof by e-mail. 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. 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 services ordered by physical persons who purchase services for the purpose not connected with their business or professional activity. Such persons shall contact a representative of AMS in order to conclude an individual agreement on the execution of Display services.
10. These General Terms and Conditions shall enter into force on 1 April 2014 and this version shall be in effect as of 25 May 2018.