

Contract No. PWPW S.A./.....

concluded in Warsaw on

by and between the following Parties:

1. Polska Wytwórnia Papierów Wartościowych S.A. with its registered office at the following address: ul. Sanguski 1, 00-222 Warsaw, entered into the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw, 12th Economic Division of the National Court Register under KRS number 0000062594, taxpayer identification number NIP 525-000-10-90, with share initial capital in the amount of PLN 130 650 380.00, fully paid up,

represented by:

1) -,

2) -

hereinafter the **“RECIPIENT”**

and

2. Company

1. -,

2. -

hereinafter the **“SUPPLIER”**,

hereinafter individually referred to as a **“PARTY”**

- reading as follows:

Subject of the Contract
§ 1.

1. While performing this Contract the SUPPLIER undertakes to sell, deliver, set up, install, activate, conduct FAT/SAT tests and train the RECIPIENT's employees on the **Machine** for (hereinafter referred to as the "**Machine**"), made in accordance with the scope specified in Appendix 1 to this Contract "Technical specification of", and will also provide warranty service for the **Machine** under the conditions specified in §11 of the Contract.
2. The SUPPLIER guarantees and represents that the SUPPLIER is either the only owner of the **Machine** and its patent rights and that the **Machine** is brand new, has no physical or legal defects and that the **Machine** can be the subject matter of this Contract.
3. The SUPPLIER represents that the object of purchase, i.e. **Machine** and its software are not subject to any court, enforcement, or claim proceedings or any third party rights and are not the subject to any pledge or to any lien Contract and it represents that it is fully liable for legal and physical defects of the **Machine**.

Date and place of delivery
§ 2.

1. The Parties agreed that the **Machine** shall be delivered to the RECIPIENT's facility in Warsaw located at 1 Sanguszki Street within a periodfrom the date of the Contract.
2. The SUPPLIER, 30 calendar days before the planned delivery of the **Machine**, will inform the RECIPIENT in writing about the readiness to deliver it.
3. The RECIPIENT shall confirm to the SUPPLIER in writing readiness to collect the **Machine**.
4. The SUPPLIER shall bear the sole risk of the loss of or damage to the **Machine** until it is delivered to the RECIPIENT's facility and is placed and set up at the installation site, in accordance with the Incoterms rules referred to in § 3 sec. 5.

Delivery condition and price
§ 3.

1. For the proper performance of the Subject of the Contract, referred to in § 1 sec. 1 of this Contract, the Parties agree on the remuneration in the amount of (say:.....).
2. The Parties agree that the remuneration set forth in sec. 1 constitutes the full and complete compensation due to the SUPPLIER for any and all works constituting the subject matter hereof referred to in § 1 sec. 1.
3. The SUPPLIER shall conclude a civil liability insurance contract covering injury to people and damage to property as well as the consequences of such damage caused to third parties, including the RECIPIENT, that arose in connection with the performance of any and all works constituting the subject-matter of this Contract with

the limitation of liability no lower than (gross value of the Contract) (say:) for any one and all events during the term of the insurance. The provisions pertaining to the insurance coverage must be presented to the RECIPIENT in the form of a policy at least 30 days before commencing the performance of this Contract and they require the RECIPIENT's approval. The SUPPLIER shall maintain the civil liability insurance consistent with the above-mentioned requirements throughout the term of this Contract and the warranty period.

4. Should the insurance policy expire during the performance of the subject matter of this Contract, the SUPPLIER shall submit a copy of a new document within 5 working days of the insurance policy's expiration, provided that the new insurance policy shall come into force on the day following the expiration of the old insurance policy in order to ensure insurance continuity.
5. The SUPPLIER will deliver the **Machine** in accordance with the Incoterms 2020 DAP Warsaw, ul.

Payment condition § 4.

1. The RECIPIENT undertakes to make the following payments to the SUPPLIER for the performance of this Contract:
.....
2. All payments will be made by the RECIPIENT by transfer to the SUPPLIER's bank account No., and in the case of an advance payment, to the account indicated in the bank guarantee for the advance payment.
3. The final invoice referred to in § 4 sec. 1 item ... shall be issued only after bilateral signing of the "Final **Machine** acceptance protocol" (Appendix no. 3 hereto) and the "Training completion report" (Appendix no. 4 hereto).
4. The date on which the RECIPIENT makes the wire transfer to the SUPPLIER's bank account indicated in § 4 sec. 2 shall be deemed as the date of payment.
5. In connection with article 4c of the act on preventing excessive delays in commercial transactions dated 8 March 2013 (i.e. Polish Journal of Laws of 2023 item 1790, as amended), Polska Wytwórnia Papierów Wartościowych S.A. represents that it has the status of a large enterprise within the meaning of article 4 sec. 6 of this act.

Bank Guarantees § 5

1. Within 14 days from the date of signing this Contract by both Parties and prior to receiving the advance payment the SUPPLIER shall present to the RECIPIENT a correctly issued and valid bank advance payment guarantee for the sum of
2. Prior to the expiry of the bank advance payment guarantee, the SUPPLIER shall present to the RECIPIENT a correctly issued and valid performance bond for the sum of, which constitutes 10% of the remuneration defined in § 3 sec. 1.
3. The bank advance payment guarantee referred to in § 5 sec. 1 should be valid from the date of the advance payment's receipt by the RECIPIENT, including that date,

until the day of signing of the “Final **Machine** acceptance protocol” at the RECIPIENT's facility.

4. The performance bond referred to in § 5 sec. 2 should be valid from the moment of being submitted to the RECIPIENT, including that date, throughout the term of the warranty referred to in § 11.
5. The bank advance payment guarantee whose template constitutes Appendix no. 5 hereto and the performance bond whose template constitutes Appendix no. 6 hereto issued shall be valid, irrevocable, unconditional, and payable upon the first written demand of the RECIPIENT, stating that the SUPPLIER has failed to perform this Contract.
6. Text of the bank guarantees is subject to approval by the RECIPIENT.

Packaging and Labelling **§ 6.**

1. The SUPPLIER shall deliver the **Machine** in packaging that ensure complete protection against damage or destruction during road transport.
2. The **Machine** will be delivered in appropriate packaging suitable for vertical transport using a crane or other lifting devices. The packaging should be described as follows:
 - 1) Contract number;
 - 2) Address of the RECIPIENT;
 - 3) Packaging number;
 - 4) Gross weight in kg;
 - 5) Net weight in kg;
 - 6) “Keep dry and handle with care” notice.
3. The unloading and internal transport inside the RECIPIENT's facility shall be carried out by the RECIPIENT under supervision and in the presence of the SUPPLIER or independently by the RECIPIENT after receiving a written consent thereto from the SUPPLIER.
4. At least 30 days prior to the delivery of the **Machine**, the SUPPLIER shall notify the RECIPIENT in writing about the need to provide the appropriate equipment necessary for unloading and internal transport.

Technical Documentation **§ 7.**

1. Together with the delivery of the **Machine** the SUPPLIER shall provide the RECIPIENT with 2 hardcopies of the technical documentation compliant with Directive 2006/42/EC, in English and in Polish, as well as 2 digital copies of the same documentation on a CD or a USB stick.
2. The documentation includes:
 - spare parts catalog,
 - electrical control and power supply diagrams,
 - documentation of mechanical parts (description, drawings, specifications),

- software documentation (programmable controllers) – SELLER will provide cards with backup copies of the PLC and HMI program,
 - service manuals and maintenance schedule.
2. The SUPPLIER undertakes to label the **Machine** with necessary descriptions in Polish as well as with security markings according to the EU regulations in force, if such inscriptions are factory-made in a foreign language.
 3. The SUPPLIER must provide complete documentation in order for the “Final **Machine** acceptance protocol” to be signed.

Factory acceptance test of the Machine

§ 8.

1. Before the **Machine** is shipped, it will be subjected to the Factory Acceptance Test (FAT) procedure at the SUPPLIER’S facility..... FAT is the preliminary acceptance test of the **Machine** and SAT is the final acceptance test.
2. 30 days prior to the date of the Factory Acceptance Test (FAT) the SUPPLIER shall notify the RECIPIENT in writing about its readiness to carry out the acceptance in order to enable the RECIPIENT’S representatives to be present during the procedure.
3. After Factory Acceptance Test is completed at the SUPPLIER’S facility pursuant to Appendix no. 8 “Acceptance test criteria” (if it is found that the **Machine** is operating correctly) the Parties shall draft and sign the preliminary **Machine** acceptance protocol according to the template in Appendix no. 3.
4. Within 30 days of the negative result of the second acceptance test (FAT), the RECIPIENT may withdraw from this Contract without any obligations towards the SUPPLIER or the SUPPLIER's claims. The SUPPLIER has the right to a second FAT test within 4 weeks from the date of first negative acceptance test.
5. If the RECIPIENT withdraws from this Contract pursuant to sec. 4 above, the SUPPLIER shall be obliged to immediately return the advance payment on remuneration received from the RECIPIENT to the RECIPIENT’S bank account within 7 calendar days.

Assembly, Installation, and Activation

§ 9.

1. Before the **Machine** is delivered to the premises of the RECIPIENT, the RECIPIENT shall prepare a room in which the **Machine** is to be set up for installation, taking into account the technical and construction issues, in particular, the RECIPIENT undertakes to prepare all necessary utilities for the **Machine**.
2. Within 30 calendar days from the date of signing this Contract the SUPPLIER shall provide the RECIPIENT with all the necessary information, including the **Machine’s** technical specifications together with all the necessary information related to usage and connection of facilities, as well as the appropriate technical drawings, in order to ensure correct operation of the **Machine**.

3. Within 30 calendar days from the date of signing this Contract, the SUPPLIER shall prepare installation drawings for the **Machine**, including utility connections, and present them for the RECIPIENT'S approval.
4. The SUPPLIER at latest 30 days before delivery shall also provide the necessary information on the order in which the elements of the **Machine** will be introduced, provide technical drawings with the (numbered) elements of the **Machine** corresponding to the packing list and provide information about the equipment to be used when putting the **Machine** in place of the foundation.
5. The assembly, installation, activation and training of appointed employees of the RECIPIENT shall start withinworking days from the date on which the **Machine** is delivered to the premises of the RECIPIENT and shall take not more than...working days.
6. The assembly, installation, activation of the **Machine**, shall be carried out by the SUPPLIER'S qualified personnel at the SUPPLIER'S expense at the RECIPIENT's premises. The SUPPLIER shall bear full liability for correct assembly, installation, and activation of the **Machine**. All activities will be carried out in the presence of persons designated by the RECIPIENT.
7. After the **Machine** is assembled, installed and activated, the Parties shall carry out the site acceptance test procedure SAT on the **Machine** at the RECIPIENT's facility according to the criteria defined in Appendix no. 8 "Acceptance test criteria". If it is found that the **Machine** meets all of the criteria listed in Appendix no. 8, the Parties shall sign the "Final **Machine** acceptance protocol" based on the template in Appendix no. 3. SAT tests will not take longer than days.
8. The RECIPIENT may withdraw from this Contract in 60 calendar days from completing the first SAT procedure, if the SAT procedure was completed with a negative result and if the SUPPLIER does not remove the defects and does not report its readiness for the second SAT acceptance test within this period. After reporting readiness for the second acceptance test, the Parties will resume the SAT **Machine** acceptance test in accordance with sec. 7.
9. The RECIPIENT in the event of withdrawal from the Contract for the reasons described in sec. 8 of this paragraph retains the right to request the SUPPLIER to pay the contractual penalty specified in § 13 sec. 3.
10. In case of withdrawal from the Contract by the RECIPIENT under sec. 8 above, the SUPPLIER shall be obliged to immediately, however no later than within 7 calendar days, return the advance payments on the price received from the RECIPIENT to the bank account of the RECIPIENT and ensure the cancellation of the relevant advance payment bank guarantee and take all steps necessary for this purpose.

Training **§ 10.**

1. After completing the assembly, installation and commissioning of the **Machine**, but before signing the "Final **Machine** acceptance protocol", training will be carried out for the RECIPIENT's employees - operators, IT workers and maintenance workers - in the operation, maintenance and repair of the **Machine**. The training shall take place at the RECIPIENT's facility and will last working days.

2. After the training is completed the Parties shall sign the "Training completion protocol" per the template included in Appendix no. 4.
3. The training shall be delivered by qualified personnel of the SUPPLIER.
4. Costs of the training are included in the price set forth in § 3 sec. 1. The RECIPIENT shall not be charged with any additional costs associated with the training.
5. The minimum scope of the training is defined in Appendix no. 10 hereto.

**Warranty
§ 11.**

1. The SUPPLIER shall provide the RECIPIENT with a warranty for the subject-matter of this Contract specified in § 1 sec. 1 for the period of months as of the date of signing the "Final **Machine** acceptance protocol". The warranty does not cover wear and tear as described in Appendix no. 11 "List of the parts subject to quick wear and tear and price list of spare parts" hereto. The quick wear and tear parts are marked with letter "W".
2. Requests to remedy defects in elements of the **Machine** or to repair the **Machine's** control systems shall be registered and reported to the SUPPLIER through the SUPPLIER reporting system (the so-called Bug tracker, i.e. BugZilla, JIRA, RedMine, LanDesk, or similar) or to the e-mail address:.....and telephone:.....
3. Reports shall be submitted and accepted for handling on all weekdays in the SUPPLIER's country from ... to
4. Under the warranty the SUPPLIER is obliged, at its own expense and risk, to take the following immediate actions to remedy possible defects of the **Machine** or to repair the **Machine's** modernised control systems within the following deadlines:
 - 1) The SUPPLIER undertakes to react to the problems reported in the following manner:
 - a) Critical malfunction - within 8 working hours from the moment of reporting the problem, and the Parties agree to the SUPPLIER using a replacement solution approved by the RECIPIENT, enabling correct operation of the **Machine**,
 - b) Non-critical malfunction - within 16 working hours from the moment of reporting the problem, and the Parties agree to the SUPPLIER using a replacement solution approved by the RECIPIENT that enables correct operation of the **Machine**,
 - 2) The SUPPLIER undertakes to remedy the problems in the following manner:
 - a) Critical malfunction - within 6 working days from the moment of reporting the problem, and the Parties agree to the SUPPLIER using a replacement solution approved by the RECIPIENT, enabling correct operation of the **Machine**,
 - b) Non-critical malfunction - within 9 working days from the moment of reporting the problem, and the Parties agree to the SUPPLIER using a replacement solution that enables correct operation of the **Machine**.
5. The Parties adopt the following definitions of critical and non-critical malfunctions:

- 1) Critical malfunction – a problem that prevents the device from operating. This type of malfunction makes the whole **Machine** or one of its components/elements inoperable.
 - 2) Non-critical malfunction – a problem that does not prevent the device from operating, it can be circumvented, but it makes it more difficult to operate the device and adversely affects the RECIPIENT's operators' comfort of use and efficiency.
6. The SUPPLIER agrees for minor defects and malfunctions of the **Machine** in particular the defects and malfunctions that do not interrupt the **Machine's** primary functions, to be repaired by trained personnel of the RECIPIENT. Such repairs shall not void the warranty.
 7. The necessary travel and accommodation costs of the SUPPLIER's personnel providing technical support services under the warranty at the RECIPIENT's facility shall be borne exclusively by the SUPPLIER without any limitations or exclusions under any title.
 8. Should the SUPPLIER fail to remedy the defects of or to repair the **Machine** within the deadlines referred to in § 11 sec. 4 or should the SUPPLIER, within the said deadlines, fail to indicate a subcontractor that would forthwith remedy the defects or repair the **Machine**, then the RECIPIENT shall remedy the defects of or to repair the **Machine** within its own capacity or to have the defect remedied by a third party. The SUPPLIER shall bear the costs of such repairs. The fact that the defect of the **Machine** is remedied or that the **Machine** is repaired by the RECIPIENT or by any third party appointed by the RECIPIENT shall not modify the SUPPLIER's obligations under warranty or the RECIPIENT's warranty rights hereunder.
 9. The SUPPLIER shall additionally provide amonth warranty for the parts replaced during the warranty period. The saidmonth period shall start at the moment of fitting the parts replaced in the **Machine**, and each time the SUPPLIER shall provide the RECIPIENT with an appropriate warranty document. The above does not apply to parts subject to wear and tear.
 10. All spare parts delivered during the warranty period shall be provided pursuant to DAP Warsaw to the premises of the RECIPIENT per Incoterms 2020.
 11. In case of **Machine** downtime caused by a defect or a repair of the **Machine** during the warranty period, the warranty period shall each time be extended by the duration of the **Machine** downtime resulting from the above-mentioned reasons.
 12. The SUPPLIER warrants to the RECIPIENT that spare parts for the **Machine** shall remain available for 10 years from the date of expiration of the warranty period as original spare parts or kits for replacement of spare parts.
 13. This warranty shall not cover defects resulting from inappropriate use or misuse of the **Machine** or those arising from regular wear and tear, or using inappropriate consumables or spare parts, i.e. other than those described in the technical documentation provided to the RECIPIENT per § 7.
 14. After the expiration of the warranty period, the SUPPLIER undertakes to provide maintenance services on terms no worse than market terms.

Copyright and Licences § 12.

1. The SUPPLIER grants to the RECIPIENT an exclusive, full, active, irrevocable, unlimited in time and not limited to any territory, and sublicensable licence for the SUPPLIER's software installed in the **Machine** within the scope described in Appendix no. 1 to this Contract, and the SUPPLIER also grants to the RECIPIENT the right to use this **Machine** software in all fields of exploitation listed in article 74 sec. 4 of the act on copyright and related rights dated 4 February 1994, and in particular to:
 - 1) entering and saving in computer memory, installing and uninstalling the software, sharing, storing, recording, displaying, using,
 - 2) recording and reproducing, by any technique, and in particular through printing, reprography, magnetic recording, digital technologies, in particular through entering into computer memory,
 - 3) further transfer for the benefit of third parties,
 - 4) leasing, renting, lending, and also sharing in the form of hosting, outsourcing or similar principle, and also allowing third parties to access or use, domestically and abroad,
 - 5) perpetual or temporary reproduction in whole or in part, through any means and in any form,
 - 6) translation, adaptation, and change of layout or making other changes,
 - 7) as far as the use of content of technical documentation and training materials is concerned – to use this content in other compilations prepared by the RECIPIENT,
 - 8) as far as distribution through means other than listed above is concerned, in particular through its public performance, screening, playback, as well as broadcasting and rebroadcasting, and also public sharing in such a way that everybody can access them in any place and at any time, in particular through digitization and complete or partial introduction to the internet in a manner that enables transmission and reception on the territory of the Republic of Poland and abroad;
 - 9) within the scope of creating derivative works, including changes, modifications, expansions, and disassembly.
2. In addition to the SUPPLIER's licences referred to in sec. 1 the SUPPLIER undertakes to supply all the necessary licences from software developers which are required to operation the **Machine**.
3. The licences shall be granted on the date of signing the "Final **Machine** acceptance protocol" and they do not require the submission of any further declarations of intent.
4. All licence fees for the software referred to in sections 1 and 2 are included in the price set forth in § 3 sec. 1.
5. The SUPPLIER shall deliver **Machine** software saved on CD/DVD and a USB stick together with the software manual along with the delivery of the **Machine**.
6. The SUPPLIER shall deliver a complete backup of the system and control software for the **Machine** saved on a CD/DVD or other media that were agreed with and approved by the RECIPIENT, together with a manual on how to restore the software.

7. If, while performing this Contract, the SUPPLIER creates Works within the meaning of article 1 of the act on copyright and related rights dated 4 February 1994 consisting in the creation of, in particular: designs, materials, reports, or training documentation which, by virtue of other provisions of the act in question, are not excluded from the option to transfer the author's economic rights and derivative copyright, then the transfer of author's economic rights and derivative copyright to the works in question shall take place as soon as the Parties sign the "Final **Machine** acceptance protocol" without reservations, and it does not require the submission of any further declarations of intent. The transfer of author's economic rights shall pertain to the fields of exploitation listed in articles 50 and 74 of the act on copyright and related rights dated 4 February 1994, and also:
- 1) entering and saving in computer memory, installing and uninstalling the software, sharing, storing, recording, displaying, using,
 - 2) recording and reproducing, by any technique, and in particular through printing, reprography, magnetic recording, digital technologies, in particular through entering into computer memory,
 - 3) further transfer for the benefit of third parties,
 - 4) leasing, renting, lending, and also sharing in the form of hosting, outsourcing or similar principle, and also allowing third parties to access or use, domestically and abroad,
 - 5) perpetual or temporary reproduction in whole or in part, through any means and in any form,
 - 6) translation, adaptation, and change of layout or making other changes,
 - 7) as far as the use of content of technical documentation and training materials is concerned – to use this content in other compilations prepared by the RECIPIENT,
 - 8) as far as distribution through means other than listed above is concerned, in particular through its public performance, screening, playback, as well as broadcasting and rebroadcasting, and also public sharing in such a way that everybody can access them in any place and at any time, in particular through digitization and complete or partial introduction to the internet in a manner that enables transmission and reception on the territory of the Republic of Poland and abroad,
 - 9) within the scope of creating derivative works, including changes, modifications, expansions, and disassembly.
8. The transfer of the author's economic rights and derivative copyright set forth in this Contract is included in the contractual remuneration referred to in § 3 sec. 1 hereof.
9. The SUPPLIER allows the RECIPIENT to grant permissions for exercising the derivative copyright and for exercising the derivative copyright to the works created as part of this Contract. The SUPPLIER agrees to the RECIPIENT's exercising of the author's derivative copyright and making of changes and adaptations of the works, including using them in whole or in part and combining them with other works.
10. The SUPPLIER waives its right to exercise the author's moral rights to the works, and in particular the right to the integrity of those works.
11. Should a justified need of the RECIPIENT arise, then as part of the contractual remuneration referred to in § 3 sec. 1 hereof and without any additional charges the SUPPLIER shall transfer to the RECIPIENT the author's economic rights to the works created as a result of performing this Contract on the fields of exploitation not listed

therein.

12. The RECIPIENT acquires the right of ownership of all storage media (disks, CDs, DVDs etc.) on which a work has been saved as of the moment of the Parties' signing of the "Final **Machine** acceptance protocol".
13. The SUPPLIER represents that it is the sole owner of the author's economic rights to all the Works created by the SUPPLIER during the performance of the subject-matter of this Contract, and that these works are not encumbered by any third party rights, nor have any third party claims been filed concerning the violation of copyrights vested in such third parties.
14. Should a third party file a claim against the RECIPIENT concerning the violation of copyright, including the licences granted, the SUPPLIER shall be obliged to satisfy such third party claims and release the RECIPIENT from the duty to satisfy those claims in any manner whatsoever. Should a third party file a claim against the RECIPIENT concerning the performance of the subject-matter of this Contract, the SUPPLIER shall be obliged to join the proceedings on the RECIPIENT's side and undertake any and all actions required to release the RECIPIENT from participation in the case.

Liability and Liquidated Damages

§ 13.

1. Should the SUPPLIER fail to meet the contractual deadlines referred to in § 2 sec. 1 and in § 10 sec. 1, the SUPPLIER shall pay to the RECIPIENT liquidated damages in the amount of the 0.5% of the price defined in § 3 sec. 1 for each started working day of delay.
2. Should the SUPPLIER fail to meet any of deadlines for providing warranty services referred to in § 11 sec. 4, the SUPPLIER shall pay to the RECIPIENT liquidated damages in the amount of the 0.1% of the price defined in § 3 sec. 1 for each hour of delay.
3. Should the RECIPIENT withdraw from this Contract for reasons attributable to the SUPPLIER or should the SUPPLIER breach this Contract, then the SUPPLIER shall pay to the RECIPIENT liquidated damages in the amount of 20% of the total remuneration specified in § 3 sec. 1.
4. Should the SUPPLIER fail to pay any of the liquidated damages within 30 days from the demand to do so, the RECIPIENT shall have the right to deduct the sum of these damages from the amounts due to the SUPPLIER from the RECIPIENT.
5. The RECIPIENT has the right to claim indemnity for the damages incurred as a result of the performing this Contract under universal title should the value of the damage exceed the liquidated damages charged.

Protection of Confidential Information

§ 14.

1. The Parties undertake to keep confidential and not disclose to third parties, including unauthorised employees, the information about this Contract as well as any and all

technical, technological, legal, commercial, organisational, financial, or other information pertaining to the RECIPIENT's company, the entities that the RECIPIENT co-operates with, as well as the RECIPIENT's clients and contractors that the SUPPLIER may obtain while performing this Contract and which constitutes the RECIPIENT's trade secret within the meaning of the act on unfair competition dated 16 April 1993 (i.e. Polish Journal of Laws of 2020 item 1913 as amended), irrespective of whether or not the information in question has been labelled as confidential.

2. Information obtained by the SUPPLIER in connection with the performance hereof must not be disclosed without prior written consent of the RECIPIENT.
3. The Parties agree that the confidentiality obligation shall not apply to information that is publicly known, provided that said information has not become publicly known as a result of violating this Contract.
4. The Parties shall be released from the obligation to maintain confidentiality of information constituting the RECIPIENT's trade secret if such information must be disclosed under the law in force. In such a case the Party shall be obliged to:
 - 1) Immediately notify the other Party about the duty to disclose such information or about a disclosure made, indicating the scope of disclosure and the person or persons to whom the information is to be or has been disclosed,
 - 2) Disclose only the required part of the information constituting the RECIPIENT's trade secret,
 - 3) Undertake any and all possible actions in order to ensure that the disclosed information constituting the RECIPIENT's trade secret shall be treated as confidential and used solely for the purposes for which they are disclosed.
5. The Parties undertake to keep the information referred to in sec. 1 above confidential throughout the term of this Contract and for an indefinite period of time after its termination or expiration.
6. If either Party violates the provisions of this Contract that regulate the duty to keep Confidential Information secret, the other Party shall have the right to demand payment of liquidated damages in the amount of EUR 20 000.00 (say: twenty thousand euros) for each case of breaching the Contract.
7. The RECIPIENT allows the contents of this Contract to be disclosed to the SUPPLIER's bank that will provide the performance bond, provided that such disclosure is made only for the purposes of obtaining said performance bond.

Personnel Control

§ 15.

1. For the purpose of works carried out on the RECIPIENT's premises the SUPPLIER undertakes to designate only employees without criminal records.
2. Furthermore, the SUPPLIER shall be responsible for:
 - 1) providing the RECIPIENT's contact person indicated in § 20 for matters related to this Contract with the list of employees selected to carry out the works, including the subcontractors' employees, containing the personal data (first and last name, personal ID number, company name) necessary to issue passes authorising such employees to enter/exit the RECIPIENT's premises in

- accordance with PWPW S.A.'s regulations concerning personnel control and system of access passes;
- 2) obliging its employees to observe the rules set forth in the manuals and regulations in force at the RECIPIENT's facility, and in particular the regulations concerning personnel control and system of access passes, as well as regulations of equipment deliveries;
 - 3) ensuring that its employees remain in the area where the works are carried out;
 - 4) draw up two copies of a list of tools, equipment etc. brought to and taken away from the RECIPIENT's premises, and present the original of this list to the RECIPIENT,
 - 5) providing the RECIPIENT with a list containing the names of the employees working in the afternoons after 15:00 and on public holidays each time one day in advance;
 - 6) notifying the RECIPIENT about commencing works that pose increased risk to the environment or about the occurrence of occupational risk;
 - 7) notifying the Monitoring and Management Post of the RECIPIENT (tel. 2500) about each case of increased risk to people or the environment;
 - 8) carrying out the housekeeping duties in the area where the works are carried out and in traffic routes on an ongoing basis;
 - 9) ensuring that its employees and subcontractors observe the ban on introducing solid or liquid waste to stormwater drainage and combined sewage system, as well as the RECIPIENT's waste receptacles;
 - 10) carrying out the final housekeeping tasks after completing the works and handing the area back to the RECIPIENT within the deadline for acceptance of the subject-matter of this Contract;
 - 11) making arrangements with the supervising employee delegated by the RECIPIENT concerning the manner and place for temporary storage of semi-finished products to be installed as part of performing the subject-matter hereof,
 - 12) ensuring that its employees and subcontractors observe the OSH and fire-protection regulations in the workplace;
 - 13) ensuring that its employees and subcontractors observe the provisions of the Integrated Management System in force at the RECIPIENT's premises concerning the quality of products and services, environment, and occupational safety and health.
3. Throughout their stay at the RECIPIENT's premises the SUPPLIER s employees are obliged to carry their personal ID badge in a visible place and wear high visibility vests bearing the SUPPLIER's name.
4. Should the SUPPLIER or its subcontractors fail to abide by any of the provisions of sec. 2 items 9-13 and sec. 3 above, the SUPPLIER shall each time be charged with liquidated damages in the amount of EUR 1 000 (say: one thousand euros), and in case of repeat failures of the SUPPLIER or its subcontractors to abide by the said provisions, the RECIPIENT reserves the right to withdraw from this Contract within 7 days from the date of noting multiple failures of the SUPPLIER to abide by the requirements listed in sec.2 items 9-13 and in sec. 3, provided that the SUPPLIER had been requested in writing to remedy the situation and the SUPPLIER failed to undertake the necessary measures to do so within 7 (seven) calendar days from the receipt of such a written request.

5. If the SUPPLIER provides the RECIPIENT with personal data of its employees, subcontractors or its subcontractors' employees within the scope specified in sec. 2 item 1 above, the RECIPIENT represents that it shall use this information only in the way specified herein and only for purposes arising therefrom.

Personal Data Protection

§ 16.

1. The Parties undertake to ensure protection of personal data in connection with the performance hereof, including compliance with the requirements arising from Regulation 2016/679 of the European Parliament and of the Council (EU) dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter GDPR, as well as Polish regulations applicable in this scope.
2. The SUPPLIER and the RECIPIENT undertake not to disclose, share, process, use for own purposes or for the purposes of third parties the personal data received as well as any and all other information shared in connection with or for the purposes of performing this Contract, unless the confidentiality clause has ceased to apply to this information and it is publicly known or unless an authorised entity demands that the data be disclosed in the form and content stipulated by the law, and then the data shall be disclosed only within the scope required. This duty to maintain personal data confidentiality is not limited in time and it does not expire after the termination of this Contract. This duty includes both the information arising from this Contract, as well as the information obtained by the SUPPLIER or the SUPPLIER's employees, and also its subcontractors or its subcontractors' employees or persons that the SUPPLIER uses in connection with or while performing this Contract.
3. If the SUPPLIER provides the RECIPIENT with the personal data of its employees, subcontractors or the subcontractors' employees, the RECIPIENT represents that it shall use this information solely in line with this Contract and for the purposes arising therefrom.
4. Each of the Parties represents that the personal data of persons that will be involved in performing this Contract shared with the other Party in connection with the execution thereof:
 - 1) shall be used by the other Party solely for the purposes of performing the duties and exercising the rights arising from this Contract,
 - 2) include personal data required to ensure safety of persons and property, including the issuing of passes, as well as for the purposes of maintaining contact,
 - 3) are required by the other Party and shall be controlled by the other Party adequately to the purposes arising from the needs specified in item 1 and the tasks performed,
 - 4) may be processed by the other Party after this Contract is terminated, may be controlled and used for the purposes necessary to determine, exercise or defend against possible claims.
5. Each of the Parties represents that it shall notify appropriately the persons involved in the performance of this Contract about the fact that their personal data have been shared with the other Party and about the rights that they have in connection with such disclosure that arise from the applicable regulations on personal data protection, and in particular about the fact that as of the moment of sharing personal data with

the other Party that Party becomes the controller of the personal data shared with it within the meaning of the GDPR.

6. The SUPPLIER undertakes to provide the persons referred to in sec. 3 with the information about the processing of their personal data by the RECIPIENT pursuant to Appendix no. 9 to this Contract.

Force Majeure § 17.

1. The Parties shall be completely or partially released from their contractual obligations during the occurrence of force majeure such as fire, epidemics, pandemics, flood, earthquake, war, strikes etc. if for these reasons the Contract cannot be performed in full or in part. The Party invoking force majeure must immediately notify the other Party about this in writing. Agreed deadlines shall be extended by the duration of force majeure.
2. Should the case of force majeure cause an interruption in the performance hereof lasting longer than 90 successive calendar days, the Parties shall have the right to withdraw from this Contract within 30 days from the 91st day of interruption.

Technical Standards and Safety Regulations § 18.

1. The SUPPLIER represents that the **Machine** shall meet EU requirements for the finished **Machine**, specifically those included in Directive 2006/42/EC, and shall meet the requirements of the European harmonized standards. The SUPPLIER shall confirm the **Machine's** compliance with the above-mentioned regulations in a declaration of conformity drawn up pursuant to the requirements set forth in Directive 2006/42/EC.
2. The SUPPLIER shall label the **Machine** with the CE sign and provide the RECIPIENT with the appropriate document corroborating this fact.
3. Within the scope necessary for due performance hereof the RECIPIENT shall instruct the SUPPLIER about the regulations included in the legal acts associated with the Integrated Management System policy in force at the RECIPIENT's facility. Principles of the Integrated Management System policy constitute Appendix no. 7 hereto.
4. The SUPPLIER represents that the persons participating in the installation of the **Machine** from the SUPPLIER's side shall observe the principles of the Integrated Management System in force at the RECIPIENT's facility, provided that the SUPPLIER is provided with the contents of such policy in a timely manner
5. The SUPPLIER represents that in the course of performing this Contract it shall use technologies and means ensuring low environmental impact of the works performed thereunder, and these works shall be performed by employees with the necessary competencies with respect to environmental protection.
6. The RECIPIENT shall be the producer of any and all waste resulting from the assembly, installation, start-up, and maintenance of the **Machine**.

7. The SUPPLIER undertakes to handle the waste in a way that will ensure protection of human life and health as well as protection of the environment in line with the principle of sustainable development, and the SUPPLIER shall bear full liability for performing this Contract in line with the requirements of the act on environmental protection and the act on waste.
8. Pursuant to the act on batteries and accumulators dated 24 April 2009 (Polish Journal of Laws of 2022 item 1113) the SUPPLIER represents that if the **Machine** delivered contains batteries/accumulators as components, then the SUPPLIER shall provide the RECIPIENT with the information about their type, number, and total weight at the time of **Machine's** delivery.
9. The SUPPLIER represents that the batteries and accumulators delivered meet the requirements of Directive 2006/66/EC of the European Parliament and of the Council dated 6 September 2006 on batteries and accumulators and waste batteries and accumulators with respect to cadmium and mercury content.
10. The SUPPLIER undertakes to provide the RECIPIENT with a declaration in which the SUPPLIER points to the dual use, or lack thereof, of the subject-matter of this Contract referred to in § 1 sec. 1 in line with the European Council Regulation no. 428/2009 dated 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, per the appendix to this regulation.
11. Lack of the declaration referred to in sec. 10 of this paragraph entitles the RECIPIENT to refuse to accept the subject-matter hereof and to withdraw from this Contract in full or in part within 7 days from the date on which the said declaration was expected to have been submitted, provided that the SUPPLIER had been notified thereof in writing, but despite that the SUPPLIER failed to initiate the necessary steps in order to remedy the situation within 7 (seven) days from the date of receipt of such a notice.
12. Any possible charges for using the environment shall be borne by the SUPPLIER.

Governing Law and Arbitration Clause **§ 19.**

1. Both Parties shall make all efforts to resolve amicably any and all disputes that may arise in connection with the performance or the interpretation of this Contract.
2. Should reaching an amicable settlement prove impossible, the dispute shall be resolved by the Arbitration Court (Court of Conciliation) at the Polish Chamber of Commerce in Warsaw, located at 4 Trębacka str., pursuant to this court's rules of arbitration.
3. Negotiations and arbitration proceedings shall be held in Polish, pursuant to § 13 sec. 1 of the Rules of Arbitration of the Arbitration Court at the Polish Chamber of Commerce in Warsaw.
4. The arbitration clause set forth in sec. 2 shall remain in force also after this Contract ceases to apply as a result of termination, withdrawal or invalidation.

Contact Persons **§ 20.**

1. Each Party designates the following representatives for contacts:
 - 1) On behalf of the RECIPIENT:

 - 2) On behalf of the SUPPLIER:
2. The representatives of the RECIPIENT and the SUPPLIER listed in sec. 1 are not authorised to modify or supplement this Contract or to submit legally-binding notices of termination (by notice or otherwise) or withdrawal from this Contract, or to serve notices of charging liquidated damages or refusal to accept such.

Final Provisions

§ 21.

1. The Parties may exchange information or declarations by e-mail, post, or courier mail, provided that e-mail messages are sent against confirmation of receipt.
2. The Parties agree that should any provisions of this Contract or parts thereof become invalid, ineffective, or unenforceable for any reason whatsoever, it shall have no effect on the validity of the remaining provisions of this Contract. In such a case the Parties agree to undertake any and all actions allowed under applicable law in order to rearrange their rights and obligations in such a way so that the goals defined in this Contract are completed in another way that is legal and feasible.
3. In the event of discrepancies between the provisions of this Contract and the SUPPLIER's Offer of and/or the content of the Appendices, the provisions of the Contract shall prevail.
4. Any and all changes or supplementations to this Contract shall be in writing, having the form of a paper document signed by both Parties, otherwise being null and void. Changes or additions to the list of persons found in § 20 sec. 1 does not constitute a change or supplementation of this Contract that would require drawing up a written annex signed by both Parties.
5. Without the RECIPIENT's consent the SUPPLIER shall not transfer the financial liabilities related to the performance of the subject-matter hereof to third parties.
6. The present Contract shall be subject to the law of the Republic of Poland, and in particular the Civil Code, but excluding the provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (Vienna).
7. The following Appendices constitute an integral part hereof:
 - 1) Appendix no. 1: "Technical specification",
 - 2) Appendix no. 2: „SUPPLIER's offer”,
 - 3) Appendix no. 3: "Preliminary/Final **Machine** acceptance protocol”,
 - 4) Appendix no. 4: "Training Completion Report”,
 - 5) Appendix no. 5: "Bank advance payment guarantee template”,
 - 6) Appendix no. 6: "Bank performance bond template”,
 - 7) Appendix no. 7: "Integrated Management System policy of PWPW S.A.”,
 - 8) Appendix no. 8: "Acceptance test criteria”,

- 9) Appendix no. 9: "Personal data processing notice",
 - 10) Appendix no. 10: "Scope of training",
 - 11) Appendix no. 11: "List of the parts subject to wear and tear and price list of the spare parts".
8. This Contract shall be concluded and become binding as of the moment of its execution by the Parties.
9. This Contract has been drawn up in writing in four (4) counterparts: two (2) identical versions in Polish and two (2) identical versions in English, with the English version being a translation from Polish and both language versions having the same value.

Signatures of the Parties:

RECIPIENT:

POLSKA WYTWÓRNIA
PAPIERÓW WARTOŚCIOWYCH S.A.
ul. Sanguszeki 1, 00-222 Warsaw/Poland

SUPPLIER:

APPENDIX NO. 1

To Contract no. PWPW S.A./..... dated
Technical specification

APPENDIX NO. 2

To Contract no. PWPW S.A./..... dated
SUPPLIER OFFER

APPENDIX NO. 3

To Contract no. PWPW S.A./..... dated

PRELIMINARY/FINAL* MACHINE ACCEPTANCE PROTOCOL (FAT/SAT)

SUPPLIER

RECIPIENT: **Polska Wytwórnia Papierów Wartościowych S.A.**
ul. Sanguszki 1, 00-222 Warszawa/ Poland

Items delivered:

Serial number:

The aforementioned **Machine** has been manufactured in accordance/not in accordance* with the terms of the contract:

.....
.....

**The accepting party fills in this confirmation of scope delivery. assembly and functionality of items delivered with the following remarks (deficiencies):

.....
.....

***The accepting party fills in this confirmation of scope delivery. assembly and functionality of items delivered with the following remarks (deficiencies):

.....
.....

Additionally, the accepting party confirms that the aforesaid remarks do not considerably prevent the items delivered from working and being used.

SUPPLIER declares that the removal of the above comments will take place till

Signatures of persons
accepting the items delivered:
.....
.....
.....

Signatures of persons
delivering the items delivered:
.....
.....
.....

Place:
.....

Acceptance date:
.....

* delete as appropriate
** applies to FAT
*** refers to SAT

APPENDIX NO. 5

to Contract No. PWPW S.A./..... dated

BANK ADVANCE PAYMENT GUARANTEE TEMPLATE

To:

.....
.....
.....

(„Beneficiary”)

(name and address of the Beneficiary)

ADVANCE PAYMENT GUARANTEE NO. .

issued in on (“Guarantee”)

We have been informed that according to the conditions of Contract no. _____ for the delivery of _____ (“Contract”) concluded on _____ between you and _____ with its registered seat in _____ (“Company”) you are obligated to pay the advance payment in the amount of _____ (say: _____). This Guarantee has been established in order to guarantee the return of the advance payment paid to the Company in accordance with the terms of the Contract.

We, _____, Address: _____ (“Bank”) with its registered office at _____, acting on behalf of the Company, we undertake irrevocably and unconditionally to pay you any amount up to _____ (say: _____), regardless of the Company's objection, within 14 days after receiving your first written request made to us in accordance with the procedure described below.

Your request must be submitted to us at the Bank's office on a business day by 4:00 p.m., at the latest on the last day of validity of this Guarantee and include or attach your declaration of non-return of the advance paid to the Company in accordance with the terms of the Contract.

Each request under this Guarantee must be submitted according to the following procedure:

- (1) in writing (to the address of the Bank’s registerd office indicated above) with the signatures of persons authorized to submit requests for payment under the Guarantee on behalf of the Beneficiary, together with a confirmation from your bank of authorization of these persons to submit the request and the authenticity of signatures of these persons, or
- (2) as a keyed SWIFT message sent by your bank confirming receipt of the request, referred to in point (1), as well as the authorization of the signatories to submit it and the authenticity of their signatures.

Payment requests sent by fax are ineffective and will not be accepted.

This Guarantee shall enter into force on the date the above amount is credited to the account of the Company No. at the Bank, in the amount of

This Guarantee is valid until _____ (“Validity Period”).

The Guarantee shall expire automatically and entirely if:

- (1) it is returned to the Bank before the lapse of the Validity Period, or
- (2) you release us from all obligations under this Warranty prior to the expiry of the Validity Period, or
- (3) when your payment request supplemented with the statement is not submitted to the Bank within the Validity Period or
- (4) when our payments under this Guarantee reach the amount of Guarantee.

After the expiry of the Validity Period, the guarantee should be returned to the Bank. However, the Bank's obligation shall expire on the expiry of the Validity Period, regardless of whether this document is returned to us or not.

The Bank's obligation under this Guarantee is reduced by the amount of each payment made as a result of a claim under the Guarantee.

This Warranty is issued solely on your behalf and is not transferable.

This Guarantee is subject to and should be interpreted in accordance with the law of the Republic of Poland, and any disputes related to it will be subject to the exclusive jurisdiction of the Polish courts competent for the registered seat of the Bank.

APPENDIX NO. 6

to Contract No. PWPW S.A./..... dated

To:

.....
.....
.....

(„Beneficiary”)

(name and address of the Beneficiary)

PERFORMANCE BOND NO. .

issued in on (“Guarantee”)

This Guarantee issued under the order with its registered office in, address: (name, registered office and address of the Receiptant) (“Company”) is to guarantee the proper performance of the Company's obligations under contract No. of, concerning (subject of the contract) (“Contract”), concluded between the Company and (name of the Beneficiary).

We, _____, Address: _____ (“Bank”) with its registered office at _____, acting on behalf of the Company, we undertake irrevocably and unconditionally to pay you any amount up to _____ (say: _____), regardless of the Company's objection, within 14 days after receiving your first written request made to us in accordance with the procedure described below.

Your request must be submitted to us at the Bank's office on a business day by 4:00 p.m., at the latest on the last day of validity of this Guarantee and include or attach your declaration that the Company fails to meet its obligations under the Contract.

Each request under this Guarantee must be submitted according to the following procedure:

- (3) in writing (to the address of the Bank's registered office indicated above) with the signatures of persons authorized to submit requests for payment under the Guarantee on behalf of the Beneficiary, together with a confirmation from your bank of authorization of these persons to submit the request and the authenticity of signatures of these persons, or
- (4) as a keyed SWIFT message sent by your bank confirming receipt of the request, referred to in point (1), as well as the authorization of the signatories to submit it and the authenticity of their signatures.

Payment requests sent by fax are ineffective and will not be accepted.

This Guarantee shall enter into force on (insert date).

This Guarantee is valid until _____ (“Validity Period”).

The Guarantee shall expire automatically and entirely if:

- (5) it is returned to the Bank before the lapse of the Validity Period, or
- (6) you release us from all obligations under this Warranty prior to the expiry of the Validity Period, or
- (7) when your payment request supplemented with the statement is not submitted to the Bank within the Validity Period or
- (8) when our payments under this Guarantee reach the amount of Guarantee.

After the expiry of the Validity Period, the guarantee should be returned to the Bank. However, the Bank's obligation shall expire on the expiry of the Validity Period, regardless of whether this document is returned to us or not.

The Bank's obligation under this Guarantee is reduced by the amount of each payment made as a result of a claim under the Guarantee.

This Warranty is issued solely on your behalf and is not transferable.

This Guarantee is subject to and should be interpreted in accordance with the law of the Republic of Poland, and any disputes related to it will be subject to the exclusive jurisdiction of the Polish courts competent for the registered seat of the Bank.

APPENDIX NO 7.

to Contract No. PWPW S.A./..... dated

INTEGRATED MANAGEMENT SYSTEM POLICY OF POLSKA WYTWÓRNIA PAPIERÓW WARTOŚCIOWYCH S.A.

Polska Wytwórnia Papierów Wartościowych S.A. supplies products and services that ensure credibility of transactions and identification processes. PWPW's management is guided in its actions by market requirements and clients' expectations, it looks after the rights and needs of its employees, and it strives to establish good relations with its contractors and other stakeholders. The Company runs its business while caring for the natural environment and allowing for the needs of the local community.

While ensuring that all legal and other requirements associated with the Company's business and the goals laid down in the corporate strategy are met, Polska Wytwórnia Papierów Wartościowych S.A. also declares that it will:

1. plan and execute tasks based on risk analysis;
2. supply products and services that meet its clients' expectations while maintaining appropriate standards of production and customer service quality;
3. manufacture its products while maintaining physical and organisational safety, and it will exercise due diligence to provide the necessary level of security;
4. manage its business processes basing on risk analyses;
5. ensure the necessary level of information security, including security of personal data processed at the Company, by maintaining its confidentiality, integrity, accessibility, authenticity, accountability, incontestability, and reliability through applying the latest organisational and computer technologies;
6. exercise due diligence in maintaining safe and healthy working conditions with special attention paid to identified risks, and look after the safety of all persons located on the Company's premises;
7. protect the natural environment through effective waste management and streamlining of the Company's technological processes;
8. fulfil its obligations while respecting the rights of all stakeholders, allowing for their needs and expectations;
9. conduct business in a transparent, honest and ethical manner with a "zero tolerance for corruption" attitude;
10. build the awareness of the Company's employees' and all other persons working under its supervision through the system of preliminary and regular trainings;
11. strive to constantly improve its manufacturing processes and also the methods used in the management of quality, environmental protection, occupational safety and health, information security, manufacturing security and anti-corruption activities.

Polska Wytwórnia Papierów Wartościowych S.A. undertakes to strive to meet the requirements and to constantly improve the effectiveness of its Integrated Management System.

The Integrated Management System Policy of Polska Wytwórnia Papierów Wartościowych S.A. is available to all interested parties online at www.pwpw.pl and it has been distributed among the Company's employees via its intranet.

On behalf of the Board of Directors of PWPW S.A.

President of the Board
Warsaw, 17 October 2023

APPENDIX NO. 8

To Contract no. PWPW S.A./..... dated

ACCEPTANCE TEST CRITERIA PRELIMINARY/FINAL

Two types of tests are carried out as part of the machine delivery:

- 1) Factory Acceptance Test at the SUPPLIER's factory
(FAT = Factory Acceptance Test)

- 2) Site Acceptance Test at the CUSTOMER's site
(SAT = Site Acceptance Test)

APPENDIX NO. 9

To Contract no. PWPW S.A./..... dated

PERSONAL DATA PROCESSING NOTICE

Pursuant to the Regulation of the European Parliament and of the Council (EU) 2016/679 dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR") and in connection with your sharing of your personal data with Polska Wytwórnia Papierów Wartościowych S.A. :

1. The controller of your personal data is Polska Wytwórnia Papierów Wartościowych S.A. with its registered seat in Warsaw at the following address: ul. Sanguszkki 1.
You can contact the data controller in the following ways:
 - 1) by post: ul. Sanguszkki 1, 00-222 Warsaw, Poland,
 - 2) by e-mail: pwpw@pwpw.pl,
 - 3) by phone: 22 235 20 00 (switchboard).
2. The data controller has appointed a Data Protection Officer who can be contacted by e-mail (iod@pwpw.pl) regarding all matters pertaining to the protection of personal data and the manner of exercising the rights held.
3. The data will be processed pursuant to:
 - 1) article 6 section 1 letter b) of GDPR for the purposes of concluding and performing this Contract,
 - 2) article 6 section 1 letter f) of GDPR for the purposes of exercising the legally justified interests of the Data Controller, in particular those related to the performance of the Contract, communications regarding the performance of the Contract, ensuring safety of persons and property, including the issuance of passes, filing and defending against possible claims.
4. The following data: first name, last name, company e-mail address, company phone number, as well as any data necessary to issue a pass have been acquired from by the entity that you represent and for which you act and they will be used solely for the purposes of performing the
5. Your personal data may be shared with:
 - 1) entities that provide certain services, and in particular ICT service providers, courier companies, postal operators,
 - 2) providers of legal and consulting services, and companies supporting the Data Controller in claim assertion, in particular law firms,
 - 3) bodies authorised to receive personal data under the law.
6. You have the right to access your personal data and the right to demand that these data be amended, deleted, or that their processing be limited.
7. Within the scope in which the basis for the processing of personal data is the legally justified interest of the Data Controller, you have the right to object against the processing of your personal data.
8. You also have the right to file a complaint with the President of the Personal Data Protection Office at the following address: ul. Stawki 2, 00-193 Warszawa.
9. Your personal data shall be stored until the task for which they were collected is completed, and in the case of personal data processing for the purposes of asserting or defending against possible claims – until the expiration of the statute of limitations for claims provided by law.
As far as archival materials are concerned – for the duration arising from the act on national archival resources and archives dated 14 July 1983.
10. Provision of your personal data is voluntary, but it is necessary to perform the goals referred to above.

APPENDIX NO. 10

To Contract no. PWPW S.A./..... dated

“SCOPE OF TRAINING”

1. General information

- a. machine components, their names and intended use,
- b. review of dependencies between particular components,
- c. control panels and dashboards - their functions,
- d. review of the delivered technical documentation; its content and validity; spare parts catalogue; its validity and possibility of updating,
- e. documentation forms — paper and electronic,
- f. technical overhauls, renovations

2. Electrics and electronics

- a. symbols used in diagrams,
- b. review of electric diagrams,
- c. location of components in the machine (engines, valves, sensors, with particular emphasis on the elements hidden under covers and housings),
- d. review of drives and engines,
- e. computers, review of their tasks and day-to-day operation including replacement of damaged components, batteries. etc.,
- f. review of the purpose of LEDs and displays located on electronic boards and control devices,
- g. full list of machine errors, their reasons and troubleshooting procedures.

3. Mechanics

- a. adjusting and angle positioning of the machine,
- b. power hydraulics operation (electric valves),
- c. installation of compressed air at acceptance tables.

4. Software

- a. Backup of the system software (machine control) and its restoration
- b. Backup of the HMI program controlling the machine and its restoration
- c. Backup of the vision system (VS) and its restoration with all Product definitions and settings
- d. Defining products (material of the foil sheet as well as the shape and size of the hologram and their possible combination)
- e. Settings of the vision system in order to achieve maximum 100% efficiency (image processing with the use of filters, loading hologram patterns into the system, setting quality thresholds for individual patterns)
- f. Camera parameter settings (shutter gain brightness) with focal length. Parameter backup and restoration.
- g. Generating reports (from the quality module) from the machine and their analysis. Managing the occupancy of hard drives by managing the Database with information

about the quality characteristics of the production. Removal and editing of individual records in terms of and only through the Administrator's account with full accountability of the actions performed.

- h. Setting the accuracy of the hologram application in the form of both continuous and positioned (with brand reading), metallized and demetalized patterns on the sheet. Possibility to set the interpretation of the brand reading to maintain 100% effectiveness of the hologram positioning.
- i. Updating the main software of the machine
- j. Adding a list of allowed media to DC offline software
- k. Setting up User accounts and assigning roles (administrator and operator) along with resetting passwords
- l. Generating error logs of machine operation in Offline mode for sending to the Manufacturer's Service Center
- m. Using a service laptop with software for machine service (video controllers, PLCs, servomotors, etc.)
- n. Replacing the battery in the UPS and changing the counter in the manufacturer's UPS software

5. Independent work of the employee supervised by the SUPPLIER'S personnel

These exercises should help an engineer to find the reason for machine's malfunctioning, disassemble a defective part, replace it with a defect-free part and, if necessary, adjust it to other components of the machine. In the case of complicated breakdowns, the engineer should know how to describe the problem to the manufacturer's engineer as well as how to find the breakdown and how to remedy the same after having received the guidelines from the manufacturer's engineer.

During the training it should be practiced how to replace and adjust the components which need to be replaced and adjusted in the course of technical overhauls.

However, it must be ensured that these issues are included as the training basis for all groups of the RECIPIENT's employees (namely the employees responsible for flow management, including mechanics, automatics experts, electricians and IT specialists).

APPENDIX NO. 11

to Contract No. PWPW S.A./..... of.....

LIST OF THE PARTS SUBJECT TO WEAR AND TEAR AND PRICE LIST OF THE SPARE PARTS.

Wear and tear parts marked with letter „W”

Spare parts marked with „S” letter

The standard lead time for delivery of the spare parts and quick wear and tear parts is working days. In case the SUPPLIER is not able to meet the standard delivery time, the SUPPLIER shall inform the RECIPIENT in writing about the new delivery time. The new delivery time shall not exceed working days from the time of the order.

Item no	Name of material	Catalogue no	Price	Delivery time in weeks	Type of parts
10					
20					
30					
40					
50					
60					
70					
80					
90					
100					

The SUPPLIER shall ensure that the price list is updated within 14 working days in the event of a change. The parties agree that updating the prices does not require an annex to the contract, but only informing the RECIPIENT in writing.