



GENERAL TERMS AND CONDITIONS OF

ENDEGO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [Ltd.]

WITH ITS REGISTERED OFFICE IN KRAKÓW



ENDEGO Sp. z o.o.

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District Court for Kraków-Śródmieście in Kraków,
11th Commercial Division of the National Court Register,
KRS: 0000420015, share capital: PLN 200,000 - paid,
NIP: 677-23-68-499



1. DEFINITIONS

Capitalized terms in the GTC and Appendixes shall be given the meanings set out below by the Parties unless a provision of the Contract or an Appendix expressly defines a term otherwise.

TERM	MEANING
Endego	shall mean Endego Spółka z ograniczoną odpowiedzialnością [a limited liability company], with its registered office in Kraków at Kołowa street no. 8, EDISON building, 30-134 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Business Division of the National Court Register, under number KRS 0000420015, NIP 6772368499, REGON 122553776.
Branch	shall mean separate and organizationally independent part of the Client's business activity conducted outside of its registered seat or main place of business.
Confidential Information	shall mean any information and data relating to Endego, its customers, suppliers and their affiliates obtained in connection with the performance of the Contract, in particular any marketing, advertising, public relations, commercial, financial, economic, legal, technical, technological, production, organisational or administrative information.
Customer	shall mean a natural person carrying out economic activity, a legal person and organisational units without legal personality, a foreign entrepreneur and a representative office of a foreign entrepreneur who concludes or wishes to conclude a contract with Endego.
Civil Code	shall mean the Act of 23 April 1964: Civil Code (consolidated text published in the Official Journal of Laws of 2023, item 1610, as amended).
Enterprise	shall mean organized part of the Client's business activity, including both tangible and intangible components, aimed at conducting business operations. This does not include a separate legal entity in Poland owned directly or indirectly through shares or other ownership interests.



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TERM	MEANING
Offer	shall mean an offer prepared by Endego on the basis of the information and guidelines indicated by the Customer in the Quotation Request.
General Terms and Conditions or GTC	shall mean the terms and conditions between Endego and the Customer directly applicable to the Contract, unless the Contract expressly states otherwise, available from time to time at www.endego.com .
Endego Staff	shall mean Endego's employees and individuals, including sole traders, engaged by Endego on the basis of a civil law contract (contract for services, contract for work, etc.).
Design	shall mean the work resulting from the Design Contract, consisting of the 3D and 2D models as well as all technical and design documentation created in the course of the performance of that Contract (unless otherwise agreed by the Parties to the Contract).
Acceptance Protocol	shall mean the protocol of acceptance of the work carried out under the Design Contract, drawn up in a manner substantially in accordance with the template attached as Appendix 3 to the GTC.
Design Task	shall mean a temporary undertaking to develop a Design or to provide a Service, carried out on the basis of an Offer.
Force Majeure	shall mean the causal cause of an accidental or natural event of an unavoidable nature, one over which man has no control. Circumstances bearing the characteristics of Force Majeure are: acts of war having even an indirect effect on Endego's or the Customer's ability to perform the Contract, strikes, general strikes and lock-outs lasting longer than 30 days, states of emergency, including in particular a state of natural disaster, state of emergency and state of war, introduced on the territory of the Republic of Poland or any other country in which Endego, the Customer or entities cooperating with them in the course of performance of the Contract have their registered office, branch or representative office, circumstances caused by acts of nature, including in particular floods, droughts and hurricanes.
Contract	shall mean the Design Contract or the Service Contract.



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TERM	MEANING
Design Contract	shall mean a contract in the nature of a contract for work within the meaning of Article 627 et seq. of the Civil Code.
Service Contract	shall mean a contract in the nature of a contract for the provision of services to which the provisions on commission apply, pursuant to Article 750 of the Civil Code.
Services	shall means specialist design services in the field of, inter alia, creation of electrical schematics and 3D electrical harness design, static and dynamic product analyses, including advanced non-linear issues (plasticity, creep, contact) and thermodynamic and fluid mechanics problems, with particular emphasis on FEA (Finite Element Method) analysis with the use of Computer-Aided Engineering (CAE) and strength calculations, provided by Endego to the Customer, each time specified in the Offer.
Works	works within the meaning of Article 1(1) of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text in the Official Journal of Laws of 2022, item 2509, as amended) created by Endego Staff in performance of the Contract.
Remuneration	shall mean Endego's remuneration under the Contract, determined in accordance with the provisions of clause 7 below .
Representation	shall mean legally dependent and subordinate organizational unit that conducts activities solely for advertising and promotional purposes on behalf of and for the benefit of the foreign entrepreneur.
Quotation Request	Shall mean an enquiry from the Customer in the form of a request for information (RFI), request for proposal (RFP) or request for quotation (RFQ).

2. ENDEGO'S ACTIVITIES

- 2.1 Endego declares that it carries out business activities in the field of, inter alia, specialised design services in the Republic of Poland as well as abroad. Within the scope of the aforementioned activities, Endego has the relevant expertise, experience, as well as qualified engineers and managers.



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- 2.2 In particular, Endego offers design and product development services, including 3D parametric modelling (CAD), creation of 2D technical documentation, technology consultancy, simulation (CAE), electrical diagram design, Software/Hardware development, optical simulation, analysis and calculation of tolerance chains, feasibility studies, material selection, virtual prototyping and prototype production, production technology selection, conception and execution, Project Management.
- 2.3 Endego declares that it has the status of a large entrepreneur within the meaning of Article 4(6) of the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e. Journal of Laws of 2023, item 1790), i.e. does not have the status of a micro, small or medium entrepreneur within the meaning of Appendix I to the Commission Regulation (EU) No 651/2014 of 17 June 2014 on the recognition of certain categories of aid compatible with the internal market in application of Article 107 and Article 108 of the Treaty (OJ EU. L. 2023.119.15. art. 1).

3. SUBJECT MATTER OF GTC

- 3.1 These General Terms and Conditions set out the process and conditions for Endego and the Customer to enter into Design Contracts and Service Contracts.
- 3.2 Within the framework of:
- 3.2.1 Design Contract - Endego undertakes to carry out the Design, in accordance with the Offer, based on the instructions and guidelines provided by the Customer, using its best knowledge and skills and with due diligence;
- 3.2.2 Service Contract - Endego undertakes to provide project support to the Customer in the area, scope and time set by the Customer, using the best of its knowledge and skills, in accordance with the information provided, guidelines, procedures and standards agreed with the Customer, under the terms and conditions set out from time to time in the Offer.

4. CONTRACTING PROCEDURE

- 4.1 The Customer interested in using the services provided by Endego submits a Quotation Request via the form available at www.endego.com/quotation-request/. A template of the Quotation Request form is attached as Appendix 1 to the GTC. The Quotation Request may also be submitted by e-mail, containing the information indicated in the Quotation Request.
- 4.2 Endego will acknowledge receipt of the Quotation Request to the Customer and inform the Customer of the expected date of presentation of the Quotation. If necessary - before submitting an Offer, Endego will contact the Customer by telephone or email to clarify the scope of the Offer. The Offer will contain all elements relevant to the performance of the Contract, including the method of determining and the value of the Remuneration, as well as the deadline for the Customer to accept the Offer. A template of the Offer form is attached as Appendix no. 2 to GTC.
- 4.3 Confirmation of the Customer's acceptance of the Offer shall be made within the period indicated in the Offer, by the persons authorised to represent the Customer. After the expiry of the deadline indicated in the Offer, the Customer's confirmation of acceptance of the Offer will only be effective if Endego confirms the validity of the Offer.



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- 4.4 The provisions of Articles 681 § 1 and 682 of the Civil Code shall not apply to the acceptance of the Offer by the Customer.
- 4.5 At the moment of an effective confirmation of the acceptance of the Offer by the Customer, or - in the case described in clause 4.3 in fine - confirmation of the validity of the Offer, the Parties shall conclude a contract with the content indicated in the Offer ("Design Contract" or "Service Contract").
- 4.6 All activities related to the submission of Quotation Request, the preparation of the Offer and the conclusion of the contract will be carried out by the Parties by means of electronic communication, including the Quotation Request form available at www.endego.com/quotation-request/ and by email.
- 4.7 Endego stipulates that any information about the Services provided by Endego, catalogues, price lists and other proposals and terms and conditions of cooperation made available by Endego (whether to the public or to a specific entity or entities) do not constitute an Offer, but merely an invitation to make an offer within the meaning of the provision of Article 71 of the Civil Code. This does not apply to statements in which Endego has expressly stipulated otherwise.

5. CONTRACT PERFORMANCE

- 5.1 Endego undertakes, at times agreed with the Customer, to keep the Customer informed of the status of work on the Design Task, including the completion of the various stages of the Design Task, and, if necessary, of the need to make changes to the Design Task. If any changes need to be made to the Design Task, the Parties shall keep in touch and agree on any issues requiring changes with respect to the provisions of the Contract or the Offer.
- 5.2 The deadlines for the Design Task indicated in the Offer are specified in weeks. If a week includes a public holiday on the basis of the relevant provisions of the Act on Public Holidays of 18 January 1951 (consolidated text in the Official Journal of Laws of 2020, item 1920), such week shall not be included in the deadlines for the Design Task.
- 5.3 Lack of cooperation by the Customer or third parties selected by the Customer in the execution of the Contract constitutes grounds for unilateral rescheduling of the Project by Endego to take into account the resulting delay.
- 5.4 The Customer shall not be entitled to give instructions to Endego Staff, and Endego shall not be entitled to give instructions to the Customer's employees or associates. Consultation between Endego's and the Customer's teams collaborating on the Design shall be conducted by the team leaders, who may give instructions to each other as to the execution of the Design.
- 5.5 Introduction of changes to the Design Task, which influence the change of the Offer, shall be effective from the moment the Parties conclude an appendix to the Contract, in a written, electronic or documentary form, unless the content of the appendix provides for a different effective date of the changes. Effective introduction of changes to the Design Task may also take place by presenting the Customer with an Offer taking into account the introduced changes to the Design Task and the Customer's failure to raise objections within 2 (in words: two) working days.



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- 5.6 The Customer undertakes to provide Endego with all relevant information necessary for the execution of the Design Task, in particular the guidelines and assumptions to be fulfilled by the Design at a given stage of design or development in the form and to the extent necessary for the proper execution of the Design Task, industry norms, the technical solutions used and applied, the so-called best practices, and others which are necessary or which will allow the execution of the Design Task in accordance with the Customer's assumptions.
- 5.7 Endego undertakes, as part of the performance of the Contract, to provide an appropriate number of Endego Staff to carry out the Design or to provide the Services to the Customer.
- 5.8 Endego Staff shall provide the services to the Customer, irrespective of the type of agreement concluded, referred to in para. 3.2. of the GTC, at Endego's premises or at any other place designated by Endego.
- 5.9 The Customer may notify Endego, not more than once during the course of the Project, of an downtime in the Project, which may not last longer than 1 (in words: one) month, unless the Offer states otherwise or the Parties separately agree on other rules for the downtime.
- 5.10 During downtime, Endego shall retain the right to the Remuneration set out in the Offer reduced by half. If Endego's remuneration is determined under the Fixed Price formula, the remuneration payable for the period of downtime will be calculated as half the remuneration of all Endego Staff engaged on the Project for the period of downtime. If the remuneration is determined under the T&M formula, the Endego's remuneration for the downtime period will be determined by applying the hourly rate of remuneration of each Endego Staff engaged on the Project, assuming that on each day of downtime each Endego Staff was engaged on the Project for 8 (in words: eight) hours per day.

6. DESIGN ACCEPTANCE

6.1 With regard to the Design Contract:

- 6.1.1 The Parties shall make partial acceptance of the Design Task once a month on a separately agreed date. Endego shall present the scope of work to the Customer for acceptance, and upon acceptance by the Customer, the Parties shall sign an acceptance protocol, the template of which is attached as Appendix 3 to the GTC.
- 6.1.2 Before signing the Acceptance Protocol, the Customer may comment on the scope of the Design Task presented for acceptance within a period of 3 (in words: three) days. If the scope of the comments does not exceed the arrangements made by the Parties in the Agreement or the Tender, Endego undertakes to incorporate the Customer's reasonable comments and objections into its final version within 14 (in words: fourteen) days of receipt, unless their incorporation requires a longer period of time ("correction loop"). Endego shall be entitled to remuneration for each correction loop calculated at the rate agreed in the Offer, unless the corrections are due solely to reasons attributable to Endego, i.e. improper performance of the contract by Endego.
- 6.1.3 Once the corrections have been made in accordance with clause 6.1.2 above, Endego shall submit the relevant part of the Design Task for renewed acceptance. The provisions of clause 6.1.2 second sentence above shall apply accordingly.



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6.1.4 Upon completion of the Design Task, Endego shall submit the completed Design Task to the Customer for acceptance, and the Customer shall be entitled to comment within 3 (in words: three) days of the submission of the completed Design Task to the Customer.

6.1.5 In the situation described in clause 6.1.4 above, the Customer shall only be given the opportunity to make comments to the extent not already accepted by the Customer in accordance with the provisions of this clause. The provisions of clause 6.1.2 shall apply accordingly.

6.2 If the Customer does not comment on or sign the Acceptance Protocol within seven (7) days of the presentation of the Design Task or part of the Design Task for acceptance, the Customer shall be deemed to have accepted the presented Design Task or part of the Design Task in its entirety. The foregoing applies mutatis mutandis in the event that the Customer has commented on the Design Task or a part thereof and, after corrections have been made by Endego, has not proceeded to sign the Acceptance Protocol.

6.3 The Customer's signature of the Acceptance Protocol, whether partial or final, is tantamount to confirmation of the proper execution of the Contract by Endego and, subject to the provisions of clause 9 Warranty, and to the waiver of any claims of the Customer in this respect.

7. REMUNERATION

7.1 Endego shall specify each time in the Offer the basis for calculating the remuneration for the performance of the Contract ("**Remuneration**") by indicating:

7.1.2 the hourly rate for the work on the Design ("**T&M Remuneration**") or

7.1.3 the lump sum remuneration for the execution of the Design ("**Fixed Price Remuneration**"),

and other factors affecting the Remuneration value.

7.2 Endego's Remuneration for the Contract may also be of a mixed nature, i.e. part of the Remuneration will be paid under the T&M Remuneration formula and part under the Fixed Price Remuneration formula.

7.3 If the T&M Remuneration has not been agreed in the Offer, it shall be settled on a monthly basis, such that Endego shall, by 15th of each month, issue a VAT invoice for the work performed on the Design Task during the preceding month on the basis of a term sheet to which the Customer has not objected within 2 (in words: two) working days of delivery to the Customer.

7.4 Endego's remuneration shall be set at the net rate and shall be increased by the value of VAT at the rate in force at the time of invoicing by Endego.



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- 7.5 The Customer shall be obliged to provide Endego with all the data necessary to issue a VAT invoice, including in particular the data specified in the Value Added Tax Act of 11 March 2004 (consolidated text in the Official Journal of Laws of 2023, item 1570, as amended), within the first 3 (in words: three) working days after acceptance of the Offer by the Customer at the latest. In the event of a change in the aforementioned data, the Customer is obliged to communicate the new data to Endego immediately, but no later than within 3 (in words: three) working days after the change occurs. Failure by the Customer to effectively communicate the change of data within the period specified above shall entitle Endego to issue a VAT invoice using the Customer's existing data.
- 7.6 Endego's Remuneration shall be payable by and to the account specified in the VAT invoice. The date of payment of the Remuneration shall be the date on which Endego's bank account is credited with the amount indicated on the VAT invoice.
- 7.7 In the event of a delay in payment of the Remuneration, Endego may charge the Customer interest in the amount of statutory interest for delay in commercial transactions and compensation within the meaning of the provisions of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (consolidated text published in the Official Journal of Laws of 2022, item 893, as amended).
- 7.8 All travel costs of Endego Staff incurred by Endego in connection with the implementation of the Design, in particular the costs of travelling from Endego's registered office to the Customer's registered office by private and public transport, the costs of accommodation in a hotel of at least 3 (in words: three) star standard and the costs of meals shall be borne by the Customer, unless the Offer states otherwise or the Parties agree separately on other principles for the settlement of travel costs.
- 7.9 The travel expenses of Endego Staff shall be billed on a monthly basis, such that Endego will invoice the costs incurred during the period, plus Endego's margin of 5%, unless otherwise stated in the Offer or unless the Parties separately agree on other terms for the settlement of travel expenses.

8. ENDEGO'S LIABILITY

- 8.1 Endego shall not be liable to the Customer or any third party for damage caused by the use by the Customer of design solutions, materials, products or technologies which are not in conformity with the designs and documentation other than those made and provided to the Customer by Endego as a result of the Contract performance.
- 8.2 Endego shall not be liable to the Customer or any third party for any damage caused during production or use of the Design if this is due to factors other than defects in the design documentation, including in particular incorrect materials used for production, incorrect production technology, incompatibility with the documentation and the Design Task created by Endego in the course of execution of the Contract or incorrect use.
- 8.3 Endego shall not be liable for the untimely completion or non-completion of a Design Task if these are caused, in particular, by the lack of co-operation of the Customer or a third party in the completion of the Design Task, the introduction of changes to the Design Task after acceptance of the Offer by the Customer or the failure to provide Endego with the required information or documentation.



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- 8.4 If the Parties conclude a Design Contract, Endego shall be liable to the Customer for damages, limited to defects in the elements designed by Endego. Endego shall not be liable for damages arising from defects resulting from designs made by the Customer or others and provided to Endego by the Customer in connection with the performance of the Contract.
- 8.5 Endego's total aggregate liability for non-performance or improper performance of the Contract is limited to the amount of Remuneration actually paid by the Customer in the last 12 (in words: twelve) months preceding the occurrence of the event giving rise to Endego's liability.
- 8.6 Endego shall not be liable for non-performance or incorrect performance of the Contract caused by the occurrence of Force Majeure. In the event of circumstances of Force Majeure, Endego shall be relieved of its obligations under the Contract in whole or in part. Endego shall, within 3 (in words: three) days of the occurrence of Force Majeure, notify the Customer of the occurrence of such circumstance and its expected duration. If any circumstance of Force Majeure lasts for a period of more than 30 (in words: thirty) days, Endego shall have the right to withdraw from the Contract under the terms of clauses 10.3. and 11.1.3.

9. WARRANTY

- 9.1 Endego grants the Customer a guarantee on the completed Design for a period of 6 (in words: six) months. The warranty period shall commence upon signature by the Parties of the final acceptance Protocol for the Design.
- 9.2 The warranty provided by Endego covers the obligation to remedy physical defects of the Design that become apparent during the warranty period and are acknowledged by Endego. The guarantee does not cover non-material defects, which are considered to be defects that do not affect the functionality or aesthetics of the Design.
- 9.3 The Customer, in case of defects referred to in clause 9.2 above, shall report the occurrence of the defect to Endego in electronic form at the email address of Endego indicated in the Offer and qualityservice@endego.com, containing a detailed description of the defect, the date on which it became apparent, as well as the consequences of the occurrence of the defect for the functionality or aesthetics of the Design.
- 9.4 Endego may, within a period of 14 (in words: fourteen) days from the date of notification of the defect, refuse to rectify the defect, in particular if the defect is insignificant or has been discovered after the warranty period has expired.
- 9.5 Endego shall not be liable for defects in the Design arising after the signature of the Final Acceptance Protocol by the Parties if the cause of the defects did not exist in the Design at the time of the signing of the Final Acceptance Protocol, in particular damage caused by incorrect use of the equipment, including in a manner inconsistent with the technical and operational documentation (DTR).
- 9.6 Endego does not provide a separate warranty for components purchased by Endego and used in the Design Task. The Customer may only assert warranty claims against the manufacturer if the manufacturer has provided a warranty for the component. In this case, Endego shall provide the Customer with the corresponding warranty statements after payment of the total Remuneration.



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- 9.7 Endego's liability under warranty (Article 558 in conjunction with Article 638 § 1 of the Civil Code), is excluded. The customer may not assert claims against Endego on the basis of the warranty provisions of the Civil Code.

10. RIGHT OF WITHDRAWAL FROM THE DESIGN CONTRACT

- 10.1 If the Parties conclude a Design Contract, Endego shall have the right to withdraw from the Design Contract in the following cases:

10.1.1 if Endego determines that the Customer has failed to provide the required cooperation or collaboration in the performance of the Contract, of which Endego shall immediately notify the Customer in the form of a summons, describing the lack of required cooperation on the part of the Customer and the impact of the foregoing on the performance of the Contract. Endego shall set a period of not less than 14 (fourteen) days for the Customer to cooperate, after which Endego shall be entitled to withdraw from the Contract.

10.1.2 the Customer remains in arrears in the payment of any monetary obligation to Endego (on any account) for more than 30 (in words: thirty) days. In such case, Endego shall send a demand to the Customer for payment of the outstanding amounts, setting a deadline for payment of not less than 7 (in words: seven) days. In the event of ineffective expiry of the specified period, Endego shall be entitled to withdraw from the Contract. The above clause modifies the provisions on withdrawal from the Contract in the event of default by the debtor.

- 10.2 The Customer, in the event of gross violations of the Design Contract by Endego, resulting in non-performance or improper performance, shall request Endego to proceed with the performance of the Design Contract in accordance with the obligations contained therein, at the same time indicating the deficiencies which, in the opinion of the Customer, lead to non-performance or improper performance of the Design Contract. At the same time, the Customer shall grant Endego a cure period of no less than 30 (in words: thirty) days to commence proper performance of the Design Contract. If the deadline expires without results, the Customer shall have the right to terminate the Design Contract. This right shall not apply in the case of minor deviations that are not material to the performance of the Parties' obligations under the Design Contract and that do not affect the quality or timing of the Design.

- 10.3 Either Party shall have the right to withdraw from the Design Contract in case of a Force Majeure event that lasts continuously for more than 30 (in words: thirty) days and that affects the impossibility of executing the Design Contract in the foreseeable future.

- 10.4 Withdrawal from the Contract by either Party shall be effective only with respect to that part of the work which has not been accepted by the Customer by the time of the declaration of withdrawal from the Design Contract.

- 10.5 In the event of withdrawal from the Contract by either Party in accordance with clauses 10.1 - 10.3 above, Endego shall be entitled to the Remuneration for the work performed up to the time of the declaration of withdrawal from the Design Contract by either Party.



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- 10.6 In the situation described in clause 10.4 above, the Parties shall, within not more than 7 (in words: seven) days, proceed to the acceptance of the works not yet covered by the partial Acceptance Protocols, regardless of whether they are in a completed form at the time of acceptance.
- 10.7 The declaration of either Party to withdraw from the Contract shall, in order to be effective, be made in writing on pain of nullity.

11. THE RIGHT TO TERMINATE THE SERVICE CONTRACT

- 11.1 If a Service Contract is entered into, the Parties shall have the right to terminate the Service Contract subject to the notice period specified in the Offer (if any) and in the following cases:
- 11.1.1 Endego, in the event that the Customer is in default in the payment of any monetary obligation to Endego (on any account), for a period of more than 30 (in words: thirty) days. In such case, Endego shall send a demand to the Customer for payment of the outstanding amounts, setting a period of not less than 7 (in words: seven) days for payment. In the event of ineffective expiry of the specified period, Endego may terminate the Service Contract.
- 11.1.2 the Parties, in the event of a gross failure of the other Party to cooperate or collaborate as required in the performance of the Service Contract, of which the Party shall promptly notify the other Party in the form of a summons describing the failure to cooperate as required and the effect of the foregoing on the performance of the Service Contract. The summoning Party shall set a cure period of not less than 14 (in words: fourteen) days for the required cooperation, after the ineffective expiry of which it shall be entitled to terminate the Contract with immediate effect.
- 11.1.3 the Parties, in the event of an event of Force Majeure, lasting continuously for a period of more than 30 (in words: thirty) days and affecting the inability to perform the Service Contract in the foreseeable future.
- 11.2 If a business situation unforeseen by the Customer arises, in particular the need to stop the Design, the Customer may request Endego to modify the Project schedule or terminate the Agreement, and Endego shall, after considering the Customer's situation, decide whether to continue the cooperation under the Contract. The Customer's information should, as far as possible, be communicated to Endego no later than 2 (in words: two) weeks before the Customer's planned stop date for the Design.
- 11.3 In the event of termination of the Contract, Endego shall be entitled to the full amount of the Remuneration for the Services provided up to the date of termination. Endego shall, within 7 (in words: seven) days from the date of termination of the Service Contract, provide the Customer with an account of the Project Task for which no VAT invoice has been issued up to the date of termination of the Contract, and shall subsequently issue a VAT invoice to the Customer, payable under the terms of the Offer.
- 11.4 The end of the notice period, the length of which will be specified in the Offer in each case, shall be the end of the calendar month in which the period expires.
- 11.5 Notice of termination shall be given in writing on pain of nullity.



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12. SUBCONTRACTORS

- 12.1 Endego shall be entitled to entrust the execution of the Design in whole or in part to entities other than Endego Staff.
- 12.2 Endego will provide the Customer with a list of the subcontractors collaborating on the Design at the Customer's request.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 If Works are created as part of the performance of the Contract, Endego shall grant the Customer a licence under the terms and conditions set out in Appendix 4a of the GTC. If the Offer so stipulates, Endego may transfer the proprietary copyrights in the Works to the Customer on the terms and conditions set out in Appendix 4b, provided that a written agreement transferring the intellectual property is executed.
- 13.2 Unless the Offer provides otherwise, the Remuneration shall include the fee for granting a licence and accordingly the transfer of copyrights to the Works. The granting of a licence and the corresponding transfer of the proprietary copyrights shall take place upon and subject to payment of the full amount of the Remuneration.
- 13.3 Endego undertakes to indemnify the Customer against all reasonable claims of infringement or misappropriation of a third party's intellectual property rights in connection with the creation of the Works.

14. NON-POACHING / NON-ENTICEMENT

- 14.1 The Customer shall not, during the term of the Contract and for a period of 2 (in words: two) years from the date of completion of the last Contract (by completion the Parties mean the final settlement of the last Contract by payment in full of the last VAT invoice due), without the prior consent of the Company (expressed in writing under pain of nullity):
- 14.1.1 offer cooperation (regardless of its legal form) to Endego Staff;
- 14.1.2 induce Endego Staff and terminate the employment relationship or any other legal relationship linking these persons with Endego.
- 14.1.3 employ or enter into partnership with Endego Staff.
- 14.2 The above restriction also applies to former members of the Endego Staff whose employment or civil law relationship ended during the period indicated in clause 14.1 *in principio*.
- 14.3 In the event of a breach by the Customer of the provisions of clause 14.1 above, Endego shall be entitled to claim from the Customer payment of a contractual penalty of EUR 30,000 (in words: thirty thousand euros) for each case of breach. The stipulation of a contractual penalty shall not preclude Endego from claiming payment of compensation exceeding the amount of the stipulated contractual penalty.



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15. CONFIDENTIALITY

- 15.1 All Confidential Information obtained by Endego or the Customer in the course of the performance of the Contract, including all technical, technological, economic, financial, commercial, legal and organisational information relating to Endego or the Customer, the terms and conditions of the conclusion and performance of the Contract, including the Remuneration, regardless of the form of such information and its source, is confidential and may not be disclosed to any third party, unless the entity from which it was obtained gives its written consent.
- 15.2 Confidential information shall not be:
- 15.2.1 information which is generally known to the public, unless its disclosure is made as a result of a breach of the obligations set out in this clause.
 - 15.2.2 information previously disclosed by a Party to which it solely relates or communicated by a Party in derogation of a confidentiality obligation.
 - 15.2.3 information that should be disclosed by a Party in accordance with mandatory provisions of law, by decision or ruling of an authorised public authority.
- 15.3 Confidential Information constitutes a corporate secret within the meaning of the provision of Article 11(2) of the Act of 16 April 1993, on combating unfair competition (consolidated text in the Official Journal of Laws of 2022, item 1233, as amended), and a breach of the obligation to keep Confidential Information secret may constitute an act of unfair competition referred to in Article 3 of the aforementioned Act.
- 15.4 Endego will use its best endeavours to protect the Customer's Confidential Information necessary for the performance of the Contract and undertakes not to disclose, transfer or use it in its own business beyond what is necessary for the performance of the Contract.
- 15.5 Endego and the Customer shall inform each other of any breach of the obligation to keep Confidential Information secret, including, in particular, disclosure to third parties without the consent of the holder of the information concerned, destruction or damage to the medium on which Confidential Information was stored, theft or loss of Confidential Information.

16. PERSONAL DATA PROTECTION

- 16.1 Endego shall process the personal data of the Customer's representatives provided in the course of the performance of the Contract exclusively for the purposes of performing the Contract.
- 16.2 The basis for the processing of personal data is Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) - the legitimate interest of the controller consisting in the need for the proper execution of contracts with Customers.
- 16.3 The administrator of the personal data of the Customer's representatives is Endego. Endego's detailed rules for the processing of personal data are available at <https://endego.com/pl/polityka-prywatnosci> and apply to the Contracts described in the GTC.



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17. NOTICES

- 17.1 Any and all notices, communications, agreements, consultations, summonses, information, indications, consents, transfers of information or data, applications, statements, reports or other correspondence made in connection with or in relation to the performance of the Contract or concerning matters indicated in the Contract, unless otherwise agreed by the Parties, shall be made in writing in the Polish language and shall be delivered to the Party who is to receive the correspondence: (i) in person, (ii) by registered post or (iii) by courier service, in each case with the additional requirement that a copy of the correspondence shall also be sent by email, to its address set out in the Offer (or to any other address designated by such Party by written notice given to the other Parties at least five (5) Business Days in advance and in compliance with the requirements of this clause).
- 17.2 Failure to receive the correspondence addressed to the address established in accordance with the provisions of clause 16.1 above within 14 (in words: fourteen) days shall result in the correspondence being deemed to have reached the addressee.
- 17.3 The Parties agree that the date of personal receipt, the date of expiry of the time limit for receipt of an advice letter, the date of actual receipt of registered mail or the date of receipt of a courier service shall be the date deemed to be the date on which the addressee became acquainted with the contents of the letter and shall have legal effect from that date.

18. FINAL PROVISIONS

- 18.1 In cases where the Client is a foreign entity, it shall inform Endego without undue delay if it has, establishes, or intends to establish an enterprise, branch, or representation within the territory of the Republic of Poland. The notification referred to in sentence above shall include full identification details of the relevant entity or organizational unit.
- 18.2 If any provision of this GTC is found to be invalid, illegal or unenforceable for any reason, such provision shall be severed and ignored, and the remaining provisions of this GTC shall be fully binding and effective as if this GTC had been entered into without such provision. In the event that the extent of any such invalidity or unenforceability is such as to defeat the purpose of this GTC, the Parties shall promptly enter into good faith negotiations to remedy the invalidity or unenforceability and to replace the invalid provision with a valid and enforceable provision that as closely as possible complies with the Parties' intentions with respect to such replaced provision.
- 18.3 Any disputes relating to the conclusion and performance of the Contracts concluded on the basis of this GTC shall be settled by the court with jurisdiction over the seat of Endego. The law applicable to the settlement of disputes shall be Polish law.
- 18.4 In the event of any discrepancy as to the meaning and interpretation of the GTC provisions in the Polish and foreign language versions, the Polish version shall prevail.
- 18.5 If any provision of the Offer conflicts with the provisions of the GTC, the provision of the Offer shall prevail.
- 18.6 The version of the General Terms and Conditions applicable to the Agreement shall be the version published and in force on the date the Agreement is concluded between the Parties.



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19. APPENDICES

Appendix no. 1	Template of the Quotation Request form
Appendix no. 2	Template of the Offer form
Appendix no. 3	Template of the Acceptance Protocol
Appendix no. 4A	Licence Terms and Conditions
Appendix no. 4B	Template of the Agreement for the Transfer of Proprietary Copyrights



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