

**§ 1. [General Provisions]**

These general terms and conditions of cooperation (hereinafter referred to as the "GTCC") apply to all the transport agreements (hereinafter also referred to, in singular, as a "**Transport Agreement**") concluded between the company under the business name of: Envio Group Poland Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Bydgoszcz (85-097), ul. Jagiellońska 21, entered in the register of entrepreneurs of the National Court Register at KRS No. 0000716322, the records of which are maintained by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register, REGON No.: 341473272, NIP No.: 9532640176 (hereinafter referred to as the "**Principal**") and the contractors (hereinafter referred to, in singular, as the "**Contractor**"), under which the Contractor, upon an order from the Principal, undertakes to transport the goods in the territory of the Republic of Poland or abroad, and the Principal undertakes to pay the agreed remuneration.

**§ 2. [Principles of Taking and Executing Orders]**

1. The Contractor is obliged to perform the Transport Agreements upon the principles specified in the order indicated below in section 2, in the GTCC and in accordance with the applicable provisions of the Polish law - in the case of domestic transports, or of the international law - in the case of the transports abroad.
2. The Transport Agreement will be performed on the basis of the "Carrier Order" form applied by the Principal and filled in by the Principal with all the necessary data (hereinafter referred to as the "**Order**"). The Order will specify:
  - 1) the address and place of loading the goods, with potential data of the sender (loader);
  - 2) the address and place of unloading the goods, with potential data of the recipient (unloader);
  - 3) specification of the goods (amount, type, dimensions and weight of goods, etc.);
  - 4) date of loading and unloading the goods, including the time of loading and unloading which may be stated by indicating the so-called time frame for performing those activities (i.e. by indicating the period, in which these activities may be performed, including the starting and ending time);
  - 5) other requirements of the Principal concerning the conditions of transporting goods, including concerning the means of transportation (including semitrailer);
  - 6) the contact persons for performing the Transport Agreement on behalf of the Principal and the Contractor;
  - 7) the amount of remuneration due to the Contractor on account of performance of the Order, the time limit for payment and the invoice (payment) currency;
  - 8) data of the means of transportation (tractor unit and semitrailer) in which the goods will be transported and of the driver who will transport them, including the personal data (contact data) of the driver;
  - 9) any and all the other documents or information necessary for correct performance of the Transport Agreement by the Contractor;
3. The Transport Agreement will be considered concluded upon the terms and conditions specified in the Order (which constitutes an offer for concluding an agreement upon the terms and conditions specified in the Order and in the GTCC) and in the GTCC if the Contractor:
  - 1) confirms the conclusion thereof in writing, to the address of the Principal, by sending a signed and scanned original Order;
  - 2) it will confirm the conclusion thereof to the email address indicated in the Order, including by sending a signed scan of the Order or by email by accepting that Order;
  - 3) solely in the case of being granted an explicit consent from the Principal for that and in extraordinary, random cases - after receipt of the Order, it will confirm its acceptance of the Transport Agreement (Order and GTCC) in the form other than indicated above in point 1) or point 2) (e.g. orally, by text message or MMS), which, however, will not release the Contractor from the obligation to confirm conclusion of the Transport Agreement in the manner indicated above in point 1) or point 2), if the Principal so requires, within the time limit indicated by the Principal.
4. The Order may be accepted by the Contractor solely without reservations, and any changes in the Order (including supplementation thereof), introduced by the Contractor, will not apply and will be considered invalid, unless the Principal explicitly accepts the changes introduced by the Contractor. An Order prepared by the Contractor on the template used by the Contractor will be considered not binding for the Transport Agreement, and the only binding documents will be the Order (prepared by the Principal on its form indicated in section 2 above) and the GTCC.
5. Explicit acceptance by the Forwarder of the changes introduced in the Order by the Principal may occur solely (on pain of nullity) in the form of a changed Order prepared by the Forwarder on the template indicated above in section 2, in which these changes have been taken into account.
6. The Order changed as per the previous sentence will be subject to the provisions of sections 2 - 4 above.
7. The GTCC may be accepted by the Contractor solely without reservations. Any and all the changes in the GTCC require explicit acceptance by the Principal. If the Contractor uses its own contractual template or templates, the Parties agree that Contractor's contractual templates will not apply to the Transport Agreement, and the only binding contractual template will be these GTCC.
7. The person who has accepted an Order and the GTCC (has concluded a Transport Agreement) in compliance with section 3 above declares that it is entitled to perform that act on behalf of the Contractor and that it has any and all the necessary authorizations to perform that act, and thus is entitled to contract liabilities on behalf of the Contractor and to make, on its behalf, any and all the declarations of intent associated with the Transport Agreement.

**§ 3. [Declarations and Guarantees of the Contractor]**

1. By accepting an Order, the Contractor declares and guarantees that:
  - 1) in the term of performance of the Transport Agreement it has and will have the necessary experience and infrastructure for providing the services of transportation of goods, as well as the licenses, concessions and permits required under the provisions of applicable laws to conduct activities in the scope of transportation of goods, in the scope necessary for correct performance of the Transport Agreement upon the rules specified in the Order and in the GTCC;
  - 2) it has, on the date of accepting the Order (conclusion of the Transport Agreement), and will have, in the term of performance of the Transport Agreement, a valid and paid policy of civil liability insurance for the damage caused during transportation, covering, in particular, loss, shortage, theft, robbery of or damage to the goods it has been entrusted with, as well as the goods covered by the Transport Agreement, as well as the territory of the transport performed under the Transport Agreement. The sum insured (sum guaranteed) must not be lower than EUR 500.000,00 for each insurance event (accident), unless the Parties specify, in the Order, the obligation to provide another sum insured (sum guaranteed). Upon request of the Principal, the Contractor will be obliged to present the policy confirming conclusion of a civil liability insurance agreement and the confirmation of payment of the premiums due - these should be provided immediately, no later than on the day immediately after the date of receiving the request from the Principal.
2. Without detriment to § 4 section 2 of the Agreement, the Contractor will be liable for all the acts and omissions of the persons it uses for performance of the Transport Agreement, including its employees, collaborators and forwarders, as for its own acts and omissions.

**§ 4. [Contractor's Obligations]**

1. The Contractor is obliged:
  - 1) to provide, for performance of the Transport Agreement, the means of transport (including the semitrailer or trailer) meeting all of the following conditions:
    - a) in proper technical condition;
    - b) consistent with the conditions, in which the goods specified in the Order should be transported, allowing to transport the goods of the weight indicated in the Order and dimensions indicated in the Order including, in particular, of the dimensions allowing to collect all the pallets indicated in the Order or the goods with the dimensions indicated in the Order, as well as meeting the specification specified in the Order regarding, in particular, the type of semitrailer, trailer or equipment, including those that are significant for loading goods onto a semitrailer, trailer, i.e., e.g., ramps of proper width and spacing;
    - c) equipped with suitable elements to secure the transported goods (such as: belts, chains, anti-slip mats, blocking shafts, etc.), adequate to the type and amount of the goods, including in the case of instructions in the Order regarding those elements - the elements indicated in those instructions (including the amount and type thereof);
  - 2) to provide continuous communication between the Principal and the driver performing the Transport Agreement as per the Order including, in particular, by answer Principal's calls, including prior to the factual start of performing the Transport Agreement (start of loading) - at least one hour, i.e. 60 minutes directly prior to the time indicated as the loading starting time as per the Order (in the case of indicating the so-called time frame for that activity) or at least

one hour, i.e. 60 minutes directly preceding the time indicated as the specific time of loading as per the Order, until the completion of execution of the Transport Agreement, (actual unloading of the goods). If it is impossible or difficult to contact the driver, the Principal will allow the communication to be maintained with a contact person representing the Contractor, indicated in the Order, with the reservation that that person must have the current and complete knowledge of the location of the vehicle and of the circumstances associated with performance of the Transport Agreement;

3) to immediately provide complete, correct and current information on the location of the means of transportation, upon each request from the Principal, including in the manner indicated in point 2) above, both during the whole period of performance of the Transport Agreement and before the factual start of performance of the Transport Agreement (start of loading) - at least one hour, i.e. 60 minutes directly prior to the time indicated as the loading starting time as per the Order (in the case of indicating the so-called time frame for that activity) or at least one hour, i.e. 60 minutes directly preceding the time indicated as the specific time of loading as per the Order, until the completion of execution of the Transport Agreement, (actual unloading of the goods);

4) to immediately, i.e. not later than 30 minutes of the moment of occurrence of the events indicated in this point, inform the Principal of: (1) the fact that the vehicle has been provided for loading (in each loading site, if there is more than one loading site based on the Order), (2) the fact that the vehicle has reached the unloading site (to each unloading site, if there is more than one unloading site based on the Order), and (3) the fact that loading has been completed (in each unloading site, if there is more than one unloading site based on the Order), by sending a text message to the phone number of the Principal (of the contact person indicated in the Order) stated in the Order. Each text message indicated in the previous sentence must include the Order number;

5) to ensure that:

a) the loading has been correct (in each loading site, if there is more than one loading site based on the Order) and the arrangement of the goods on the means of transportation, on which they going to be transported, has been correct, taking into account correct axle load of that means of transportation,

b) the unloading has been correct (in each unloading site, if there is more than one loading site based on the Order), including in the case of instructions in the Order regarding any of the above issues - so that it takes place in accordance with those instructions;

6) to correctly secure the goods (including through immobilization and fixing) in the means of transportation used to perform the Transport Agreement (among others so that they do not move during transportation), including, in the case of instructions in the Order in that regard - so that these instructions are followed, in every loading site if, under the Order, there is more than one;

7) to inspect the compliance of the load with the Order and with the transport documents received in each loading or unloading site (weight, amount, properties, goods numbers, brands, etc.), as well as verify the completeness of those documents, and in the case of any irregularities or Principal's doubts in that regard - to undertake the measures indicated in point 8) below;

8) in the case of any doubts on the part of the Contractor, or any discrepancies regarding the quantity, quality, type or packaging of the load to be transported, or other circumstances, significant for performance of the Transport Agreement in compliance with the Order, including in the case of loading or unloading in violation of the Order instructions, the Contractor undertakes to immediately report that fact to the Principal, to learn of its position in the case, to follow its instructions in full, and to place proper notes - consistent with Principal's position - in the bill of lading or in the international bill of lading (CMR);

9) if the Order includes the requirement to replace pallets, including Euro pallets, for other pallets, including Euro pallets - the replacement of those pallets must be consistent, in terms of manner and quantity, with the Order, and for undamaged pallets that meet the specification indicated in the Order;

10) *repeated*

11) to perform the Transport Agreement with personal culture, including not to use vulgar or offensive words towards any persons engaged in performance of the Transport Agreement in any character (including towards the loader, Principal, sender, recipient, Principal's customer, their employees, collaborators or subcontractors), while performing its obligations under the Transport Agreement, as well as to refrain from the activities misleading the above-mentioned persons, including not to report incorrect information on the Transport Agreement, including on the fact that it has been performed, including the location of the vehicle, or on the above-mentioned persons, including the Principal, and this obligation applies, in particular, to Contractor's contact persons indicated in the Order and its drivers (for the acts and omissions of whom the Contractor will be liable as for its own acts and omissions - just like in the case of any obligation specified in the Agreement);

12) to immediately inform the Principal of the events that might affect the timeliness or quality of the executed Order, including in the loading site, unloading site or en route to any site (i.e., e.g., vehicle failures, road accidents, roads being blocked, lack of the readiness to release the goods, refusal to collect the goods at the unloading site);

13) to provide a vehicle for loading and unloading (in each loading and unloading site, if there is more than one under the Order) on the dates (date, time) and in the places, indicated in the Order, as well as to collect and release, within those activities, all the goods as per the Order;

14) to deliver a complete set of original, correctly issued and filled in documents, regarding transportation of goods (transport documents) in compliance with the Order including, in particular, Contractor's invoice, confirmed by the unloader of the goods: domestic bill of lading or international bill of lading (CMR) in two counterparts as well as other accompanying documents, i.e., e.g., invoices, goods specifications (Lieferschein, picking/packing list, etc.), pallet receipts confirming settlement of the reusable/replaceable packaging (in the Order has required reuse or replacement of packaging), customs documents, non-conformity or damage reports, etc., i.e. all the documents provided to the Contractor or drawn up by it or with its participation, within 7 days - for domestic transports, or 14 days - for international transports (including in the territory of the European Union) of the moment of performing the Transport Agreement (actual unloading of the goods). Contractor's remuneration will be paid on the condition of delivery of the original invoice with a complete set of the above-mentioned original documents. The Principal will be entitled to suspend payment of the remuneration due to the Contractor until delivery of all of the above-mentioned original documents correctly filled-in, and the time limit will not run until they are delivered, subject to the provisions of § 6 section 2 of the Agreement;

15) to provide complete and true information on every change in the vehicle, previously reported to the Principal, used for performing the Transport Agreement, together with all the data of the driver (full name, type and number of ID document, phone number), at least 30 minutes prior to such a change, and should the change take place before the start of performing the Transport Agreement - at least one hour, i.e. 60 minutes directly prior to the time indicated as the loading starting time as per the Order (in the case of indicating the so-called time frame for that activity) or at least one hour, i.e. 60 minutes directly preceding the time indicated as the specific time of loading as per the Order;

16) to provide complete and true information on every change in the vehicle (semitrailer or tractor unit), previously reported to the Principal, used for performing the Transport Agreement, together with the data on the new vehicle (semitrailer and tractor unit, in particular their license numbers as well as other potential data, if the Principal so requests from the Contractor), at least 30 minutes prior to such a change, and should the change take place before the start of performing the Transport Agreement - at least one hour, i.e. 60 minutes directly prior to the time indicated as the loading starting time as per the Order (in the case of indicating the so-called time frame for that activity) or at least one hour, i.e. 60 minutes directly preceding the time indicated as the specific time of loading as per the Order;

17) not to leave the loading or unloading site without explicit prior consent from the Principal, expressed in an email, in the Trans.eu Platform instant messenger or in a text message (on pain of nullity);

19) to follow any and all the requirements and guidelines specified by the Principal, in particular in the Order including, in particular, any and all the transhipment prohibitions, added load prohibitions, as well as the conditions in which the goods must be transported including, in particular, in the scope of temperature (with the reservation that if the given requirement has been specified in detail in another provision of the GTCC - then that other provision of the GTCC will apply).

2. The Contractor is not entitled to allow the transport performed under the Transport Agreement to be performed, in fully or in part, by sub-carriers or sub-forwarders, unless it has received a separate consent from the Principal in writing, in an email or in the Trans.eu Platform instant messenger or by text message (on pain of nullity).

3. The Contractor undertakes that in the course of performance of the Transport Agreement itself, as well as the persons it uses for the purposes of performing the Transport Agreement, will follow all the provisions of law applicable to the Transport Agreement, including to the means of transportation used for performing the Transport Agreement, to the driver performing the Transport Agreement, to the loading covered by the Transport Agreement, including any and all the provisions on drivers' worktime, any and all the provisions on load transport safety and conditions, any and all the provisions on minimum pay for drivers applicable in the given case (in particular in effect in the countries, in which the driver will perform the Transport Agreement). The liability for any and all the negative circumstances resulting from violations of the obligations indicated in the previous sentence will be borne solely by the Contractor (or the persons it uses for performing the Agreement), and should

claims be raised against the Principal - the Contractor, at the discretion of the Principal, will take over defense against those claims or will properly support the Principal in the scope required by the Principal, in particular by providing suitable documents or information, and in any case - it will reimburse the Principal for any and all the costs associated with defense against such claims, as well as any and all the amounts which the Principal will be obliged to pay on account of such claims.

4. If any obstacles related to the provision of the means of transport at the place of loading or unloading resulting from reasons not attributable to the Contractor, related, inter alia, with infrastructure, the Contractor is obliged to exercise due diligence in providing the means of transport at the place of loading or unloading. If it is still impossible to reach the place of loading or unloading, the Contractor is obliged to immediately inform the Principal of this fact and await further instructions.

5. The Contractor is obliged to immediately inform the Principal about the occurrence of circumstances preventing the provision of the means of transport at the place of loading or unloading, as well as about the impossibility of performing the entrusted transport and determining the reasons for such a state of affairs. The Contractor is obliged to ask the Principal for further instructions, which may include, in particular: (1) setting out a different loading place, (2) setting out a different place of unloading, or (3) an order to return the goods to the Sender, unless the Principal gives the Contractor other instructions.

6. If the Contractor incurs additional costs resulting from the circumstances referred to in § 4 sec. 4 of the GTCC and § 4 sec. 5 of the GTCC, the Contractor is obliged to inform the Principal about the amount of these costs and to duly document them. The submission by the Contractor of a statement on the costs incurred without documenting these costs at the same time is not considered to be proof of these costs.

### § 5. [Principal's Obligations]

The Principal is obliged:

- 1) to cooperate with the Contractor in the scope necessary for performance of the Transport Agreement, including to provide the Contractor with any and all the information necessary for performance of the Transport Agreement;
- 2) to pay the remuneration for the services provided by the Contractor within the time limits specified in the Transport Agreement.

### § 6. [Contractor's Remuneration]

1. The Principal will pay the Contractor the remuneration for performing the Transport Agreement in the amount resulting from the Order and within the time limits specified therein, subject to the sections below. For the avoidance of doubt, whether the remuneration for performing the Transport Agreement is indicated in the GTCC, it should be understood as the total remuneration for all the services, the potential amounts on other accounts clearly accepted by the Principal and due to the Contractor on account of performance of the Transport Agreement.

2. The time limit for payment, by the Contractor, of the remuneration on account of performance of the Transport Agreement, specified in the Order, will start running on the date on which the Contractor provides the Principal with all the original transport documents indicated in § 4 section 1 point 14) of the GTCC as well as Contractor's VAT invoice (or another accounting document consistent with the Transport Agreement and the applicable laws), regardless of the time limits for payments indicated in the VAT invoices issued by the Contractor (or other accounting documents), subject to the following sentence. Should the Contractor deliver to the Principal an invoice (or another accounting document) that is inconsistent with the Transport Agreement (including without the attached transport documents) or with the applicable provisions of the law, the Contractor will be obliged to immediately deliver the documents correcting the above defects in full manner, including, in particular, a correct invoice, a correcting invoice or the missing transport documents, and until those activities are performed, the time limit for payment of the remuneration on account of performance of the Transport Agreement will not be running, and it will be counted anew from the date of delivery of the documents eliminating the shortcomings. If possible, the Principal will inform the Contractor immediately of the shortcomings immediately after discovery thereof. For the avoidance of any doubt, the Parties indicate that, under the principle resulting from art. 111 § 2 of the Civil Code, the calculation the time limit for payment of Contractor's remuneration will not take into account the date, on which the Principal is provided with the above-mentioned transport documents indicated in § 4 section 1 point 14) of the GTCC and with Contractor's invoice (or another accounting document consistent with the Transport Agreement and with the provisions of the applicable law), and so the time limit for payment will start running on the day subsequent to the date of delivery.

3. If the remuneration due to the Contractor is specified in the Order in a foreign currency, other than Polish zloty (PLN), it will be converted to Polish zloty (PLN) at the average exchange rate published by the National Bank of Poland on the day prior to the unloading date consistent with the Order, and in the above exchange rate is not published on that date - from the last date prior to the unloading date consistent with the Order, when such exchange rate is published, subject to the last sentence of this section. In the situation indicated in the previous sentence, the accounting documents should be issued in Polish zloty (PLN), and Contractor's remuneration will also be paid in Polish zloty (PLN). The provisions of this section do not apply to the situations when the Order specifies the invoicing currency other than Polish zloty (PLN) – then the remuneration due to the Contractor will be payable in the currency indicated in the Order as the invoicing currency.

4. For the purposes of the Transport Agreement, the date of payment of the remuneration for performing the Transport Agreement will be considered to be the date of debiting the Principal's bank account with the amount of that remuneration due for payment to the Contractor. For the avoidance of doubt, for the purposes of the Transport Agreement, the date of payment consistent with the Transport Agreement will not be the date of factual crediting of the remuneration for performing the Transport Agreement in the bank account of the Contractor.

5. 24 hours (48 hours in former Soviet countries, Russia and Turkey) free from demurrage will be provided for loading, unloading and customs clearance. The demurrage-free time will be counted from the last hour of loading / unloading as per the Order (in the case of indicating the so-called time frame for performing that activity) or from the hour of loading/unloading if specific time is stated in the Order. The Principal will pay the demurrage only if the downtime results from the activities or omissions on the part of the Principal or its client, recipient or sender specified in the Order. Particularly in the case of lack of the load, or of problems with loading/unloading, the driver may not leave the loading or unloading site without the express consent of the Principal. The downtime has to be documented on the CMR letter, national bill of lading or other document confirmed by the shipper or recipient, at the same time specifying the date and time of the stop at the stopping place. The amount of the fee for stops over the above-mentioned the free-of-charge limit must be agreed and approved by the Principal, otherwise it will not be due.

6. The Principal is entitled to deduct the contractual penalties due to it under the Transport Agreement or other receivables under the Transport Agreement, including damages, from the remuneration due to the Contractor on account of performance of the Transport Agreement or other services to the Contractor, including from other receivables due to the Contractor from the Principal, for which the Contractor consents and raises no reservations against. If the amount of the contractual penalties due to the Principal or of other receivables under the Transport Agreement, including damages, exceeds the liabilities due from the Principal to the Contractor, these penalties or receivables will be payable upon request from the Principal.

### § 7. [Cash Discount]

1. The Contractor is entitled to grant the Principal a discount on the Remuneration due to the Contractor from the Principal for the performance of the Transport Agreement in the amount resulting from the Order, under the conditions specified in this paragraph.

2. The Contractor's willingness to grant the Principal a discount for the payment of the Contractor's remuneration, the Contractor is obliged to report to the Principal at the latest upon the delivery of the complete transport documents to the Principal.

3. The Principal is not obliged to use the discount offered by the Contractor. Granting a discount by the Contractor for the payment of remuneration for the performance of the Agreement each time requires the consent of the Principal.

4. The Contractor is entitled to grant a discount for the payment of the Contractor's remuneration by the Principal after providing the Principal with all shipping documents, including the documents indicated in § 4 sec. 1 point 14) of the GTC and after the completion of the Order.

5. In the event of the Contractor's willingness to grant the Principal a discount for the payment of the Contractor's remuneration for the performance of the Agreement and the Principal's consent to the discount, the Principal shall pay the remuneration to the Contractor, taking into account the discount granted, within 2 (say: two days) working days from the day the Principal expresses his consent to granting the discount by the Contractor, after receiving the VAT invoice taking into account the discount granted.

6. The percentage of the discount granted is 10% (say: ten percent) gross.

### § 8. [Contractor's liability for failure to perform or improper performance of the Forwarding Agreement]

1. The Contra will be liable for failure to perform or improper performance of the Transport Agreement, as well as for the resulting damage in accordance with general principles of the law, subject to the sections below.

2. The Principal will be entitled to encumber the Contractor with the following contractual penalties:

- 1) 10 (ten) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to present a policy or evidence of payment of the premium in accordance with § 3 point 2) of the GTCC, for each violation;
- 2) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 point 1 of the GTCC - for each violation of any of those obligations;

3) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 points 2) or 3) of the GTCC - for each violation of lack of the possibility to contact the contact person representing the Contractor, indicated in the Order, or the driver, or lack of up-to-date and complete knowledge of the circumstances of performing the Transport Agreement or if it is not provided to the Principal, as well as if any of the above-mentioned persons fails to provide the Principal with complete, up-to-date and correct information in that regard, including if they provide false information. The liquidated damages indicated in the previous sentence will be due:

- a) after the lapse of 4 (four) hours of the moment of futile attempt on the part of the Principal to contact the contact person representing the Contractor, indicated in the Order, or the indicated driver, or
- b) after the lapse of 4 (four) hours of the moment when the Principal requests to be informed of the circumstances of performance of the Transport Agreement in compliance with the Order, if the Principal does not receive, within that time limit, complete, updated and correct information, including if it receives false information;

4) 5 (five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 point 4) of the GTCC - for each violation, i.e. failure to inform, by text message, of the circumstances indicated above, within the time limits and in the manner indicated in that paragraph;

5) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 point 5), point 6) or point 7) of the GTCC - for each violation of any of those obligations;

6) 10 (ten) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 point 8) of the GTCC - for each violation of any of those obligations;

7) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligation indicated in § 4 section 1 point 9) of the GTCC - for each violation of any of those obligations,

8) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligation indicated in § 4 section 1 point 10) of the GTCC - for each violation of any of those obligations,

9) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to perform, or performs improperly, the obligations indicated in § 4 section 1 point 11) of the GTCC - for each violation of any of those obligations,

10) 5 (five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to inform of the circumstances indicated in § 4 section 1 point 12) of the GTCC, in the manner indicated therein, within one hour of the occurrence thereof, for each violation;

11) 5 (five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor delays in providing a vehicle to the loading site - for each started hour of delay in the performance of that obligation, counted from the last hour of loading as per the Order (in the case of indicating the so-called time frame for performing that activity) or counted from the specific hour of loading indicated in the Order (if such specific hour has been indicated);

12) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor fails to collect some of the goods from the loading site as per the Order, for any reason, including, in order to avoid any doubt, for the purposes of this contractual penalty, failure to collect some of the goods means every situation when the goods are collected only partly (including, in particular, the case of failure to collect even one pallet in the situation when, under the Order, there were supposed to be at least two of them, or failure to collect at least one out of several goods indicated in the Order), and the above !penalty may be charged for each violation, in each of the loading sites indicated in the Order (if the Order specifies more than one loading site);

13) 100 (one hundred) % of the gross remuneration indicated in the Order for performance of the Transport Agreement, if the Contractor fails to collect all the goods specified in the Order from the loading site, for any reason, including tin the case of termination of the Agreement without a valid reason, in particular in the form of the so-called *storno*, as well as if the Contractor fails to provide a vehicle for loading as per the Order;

14) 100 (one hundred) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement, if the goods collected from the loading site are inconsistent (in full or in part) with the Order, including if the specification of the collected goods is different (including, in particular, in the case of a different type, different model) than indicated in the Order, and the above penalty may be charged for each violation, in each of the loading sites indicated in the Order (if the Order specifies more than one loading site), i.e. for each case of collection, from a loading site, of the goods that are (partly or fully) inconsistent with the Order.

15) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement, in the case of bringing goods for unloading, or allowing the goods to be unloaded (in full or in part) in the place other than explicitly stated in the Order (in particular, at a different address, even if it is not far from the correct address indicated in the Order), and the above penalty may be charged for each violation, in each of the loading sites indicated in the Order (if the Order specifies more than one loading site);

16) 5 (five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement if the Contractor delays in providing a vehicle to the unloading site - for each started hour of delay in the performance of that obligation, counted from the last hour of unloading as per the Order (in the case of indicating the so-called time frame for performing that activity) or counted from the specific hour of unloading indicated in the Order (if such specific hour has been indicated) [does not apply to the transportation subject to the CMR convention];

17) 5 (five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement - for failure to provide the Principal, under § 4 section 1 point 14) of the GTCC, with all the transport documents and the original invoice of the Contractor, within 7 days of the date of execution of the Order (actual unloading of the goods) - in the case of domestic transports, or within 14 days of the date of execution of the Order (actual unloading of the goods) - in the case of international transports, for each day of delay in performance of that obligation;

18) 100 (one hundred) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement - if the Contractor loses some or all the transport documents indicated in § 4 section 1 point 14) of the GTCC, and the Parties agree that, for the purposes of the Agreement, transport documents will be considered lost if they are not provided under § 4 section 1 point 14) of the GTCC within one month of the date of performance of the Transport Agreement (actual unloading of the goods) or in each case when the Contractor declares that they have been lost, or when the Contractor declares that it does not possess them despite the fact that the Principal has solid evidence (including a declaration of a third party) that they have been provided to the Contractor;

19) 25 (twenty-five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to perform, or improper performance, of any of the obligations indicated in § 4 section 1 point 16) or point 17) of the GTCC - for each violation of any of those obligations, in particular delay in provision of the information (failure to do so within the time limit specified in the above provisions), as well as provision or incomplete or false information;

20) 100 (one hundred) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to perform, or improper performance, of the obligation indicated in § 4 section 1 point 18) of the GTCC - if the Contractor leaves the loading or unloading site without Principal's prior consent expressed in the form specified in the above provision, in particular in the case of problems with loading or absence of goods ready for loading;

21) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to perform, or improper performance, of any of the obligations indicated in § 4 section 1 point 19) of the GTCC - for each violation of any of those obligations, i.e. for each case of failure to meet a requirement or follow a guideline from the Principal, including for transhipment against a prohibition, adding load against a prohibition, failure to meet any of the conditions of transporting the goods;

22) 50 (fifty) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement - for subcontracting the whole, or part of, an Order, to a subcontractor in violation of § 4 section 2 of the GTCC, without Principal's consent - for each violation;

23) 100 (one hundred) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement - for failure to leave, in the unloading site, all the goods which had been collected from the loading site(s), including for leaving, in the unloading site, only a part of the goods which had been collected from the loading site;

24) 25 (twenty-five) % of the gross remuneration indicated in the Order for performance of the given Transport Agreement in the case of failure to perform, or improper performance, of any of the obligations, for which no contractual penalty has been specified in the remaining provisions of the GTCC - for each violation.

3. Reservation of the contractual penalties indicated in this paragraph does not exclude the Principal's entitlement to seek damages exceeding the amount of the reserved contractual penalties, in accordance with the general provisions of the law.

4. If the amount of the remuneration has been specified in the Order in euro, the liquidated damages will be converted from euro to Polish zloty (PLN) based on the average exchange rate of the National Bank of Poland from the day before the date of issuing the debit note.

5. Regardless of the entitlement to request payment of contractual penalties, the Principal will be entitled, in each case of failure by the Contractor to perform its obligation, to have another entity perform that activity at Contractor's cost and risk, for which the Contractor hereby consents, including in the case of the obligations for which no contractual penalties have been specified. For the avoidance of doubt, the Principal's right to request payment of contractual penalties for violation of the given obligation will not release the Contractor from the obligation to perform its obligation as per its contents. Furthermore, for the avoidance of doubt, the Parties indicate that the right to request contractual penalties and performance by another entity does not inhibit the Principal's right not to pay the remuneration for the Transport Agreement proportionally to the part which has not been performed.

#### § 10. [No Competition]

1. The Contractor (including its employees, collaborators, attorneys, representatives, subcontractors, as well as any and all the persons it is using for the purposes of or in the course of performance of the Transport Agreement) is obliged not to undertake any activities aimed at establishing cooperation with the Principal's client, upon the order of whom the Principal provides the transport service through the Contractor (as its subcontractor), under an Order accepted by the Contractor (hereinafter referred to as the "Client") - whether or not the Transport Agreement concluded under that Order has been performed by the Contractor, including whether or not the Transport Agreement has ceased to apply due to withdrawal from it or termination thereof. The prohibition indicated in the previous sentence covers, in particular, any and all the forms of offering the Client (including its employees, collaborators, attorneys, representatives, subcontractors, any and all the persons it has been using for the purposes or in the course of performance of the Transport Agreement) with own services (in particular transport or forwarding services) or the services of third parties, by the Contractor (including its employees, collaborators, attorneys, representatives, subcontractors, any and all the persons it has been using for the purposes or in the course of performance of the Transport Agreement). Furthermore, the Contractor (including its employees, collaborators, attorneys, representatives, subcontractors, any and all the persons it has been using for the purposes or in the course of performance of the Transport Agreement) is not entitled to allow third parties to establish the cooperation, indicated in the previous sentences, with the Client, in particular by contacting the Client with those third parties, or by recommending them. Moreover, the Contractor (including its employees, collaborators, attorneys, representatives, subcontractors, any and all the persons it has been using for the purposes or in the course of performance of the Transport Agreement) is not entitled to contact the Client directly - any contact must be made directly with the Principal and not with the Client, unless the Principal consents to it in writing by email, text message or using the Trans.eu or TimoCom platforms instant messenger (to be valid) for such contact, with indication of the scope of possible contact, and the Contractor contacts it in the manner that is completely consistent with that consent (including with the scope thereof).

2. The prohibitions and obligations indicated above in section 1 apply from the moment the Order, indicated above in section 1, is accepted by the Contractor, for the period of three years of the date of performance of the Transport Agreement concluded under an Order, or of the date, on which it was supposed to have been performed.

3. In the case of violation of any of the obligations indicated above in section 1, the Contractor will have the obligation to pay the Principal the contractual penalty of PLN 100,000.00 (in words: one hundred thousand zloty) for each violation (each case of failure to perform, or improper performance, of any of those obligations). For the avoidance of doubt, the Contractor assumes full liability for the performance of the obligations indicated in the sections above by the persons indicated, i.e. its employees, collaborators, attorneys, subcontractors or representatives, as well as by any and all the persons the Contractor has been using for the purposes or in the course of performance of the Transport Agreement, and for the purposes of the above-mentioned contractual penalty their acts and omissions will constitute the acts and omissions of the Contractor.

4. Reservation of the contractual penalties indicated in this paragraph does not exclude the Principal's entitlement to seek damages exceeding the amount of the reserved contractual penalties, in accordance with the general provisions of the law.

#### § 11. [Personal Data]

1. On account of conclusion and performance of the Transport Agreement, it is necessary to specify the obligations of the Parties in the scope of personal data, in compliance with applicable provisions of the law, including Regulation 2016/679 (EU) 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 repealing Directive 95/46/EC (general data protection regulation) (Official Journal of the European Union L of 2016, No. 119, hereinafter referred to as the GDPR), taking into account, in particular, that:

- 1) under the GDPR, personal data means any information relating to an identified or identifiable natural person; under the GDPR, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 2) for the purposes of this paragraph, Clients are understood as the entities, for which the Principal, as a forwarder, provides a forwarding service, engaging the Contractor, or an entity interested in such a service from the Principal, for the purposes of which the Principal intends to engage the Contractor.

2. Subject to section 3 below, the Principal - as the entity that determines the objectives and methods of processing Contractor's personal data (provided to the Principal by the Contractor in the course of performance of a Transport Agreement, in particular in the following scope: business name, full name, REGON No., NIP No., email address, phone number, addresses of business activities, correspondence addresses, addresses of registered offices, Trans ID No., TimoCom ID No.) - is, for the purposes of and upon the principles specified in the GDPR - a controller of Contractor's personal data (taking into account recital 14 of the GDPR recitals which states that the GDPR does not apply to processing of the personal data of legal entities, subject to other provisions of the GDPR). For the avoidance of doubt, it is agreed that this applies solely to the personal data of the Contractor, and not to the personal data of the entities other than the Contractor. Therefore, the Principal indicates as follows:

- 1) The Principal processes Contractor's personal data for:
  - a) preparing an offer of a Transport Agreement - Order - in such a case the legal grounds for processing is the need to undertake activities at the request of the data subject, before conclusion of an agreement (art. 6 section 1 letter b of the GDPR);
  - b) performing the Transport Agreement at every stage (including its conclusion, performance and settlement) - in such a case the legal grounds for processing is the need to perform the Transport Agreement (art. 6 section 1 letter b of the GDPR);
  - c) potentially determining and seeking claims or defending against them - in such a case the legal grounds for processing is the legitimate interests of the Principal (art. 6 section 1 letter f of the GDPR) consisting in protecting its rights;
  - d) analytics and statistics purposes - in such a case the legal grounds for processing is the legitimate interests of the Principal (art. 6 section 1 letter f of the GDPR) consisting in analysing the cooperation with the Contractor;
  - e) performing the statutory obligations of the Principal, resulting, in particular, from tax and accounting laws - in such a case the legal grounds for processing is a legal obligation (art. 6 section 1 letter c of the GDPR).

- 2) Provision of the personal data is basically voluntary, but failure to provide it will result in lack of the possibility to prepare an offer for a Transport Agreement (Order) or lack of the possibility to perform a Transport Agreement, and so, as a result, provision of the personal data constitutes a contractual requirement.

- 3) It is possible to contact the Principal with regard to personal data:

- ol style="list-style-type: none;">- a) by email to Principal's address: biuro@enviogroup.pl;
- b) in writing to the address of the Principal's registered office: Envio Group Poland Sp. z o.o. Sp. k., ul. Jagiellońska 21, 85-097 Bydgoszcz (Poland).

- 4) The recipients of the personal data may be the third parties processing the data on behalf of the Principal as the so-called processors, in particular such as the Clients, providers of IT services, banks, entities providing accounting, IT, legal, marketing services, etc., as well as third parties, to whom the Principal is obliged to provide personal data under mandatory provisions of the law (in particular law enforcement authorities).

- 5) The level of protection of personal data in the so-called third countries, as defined in the GDPR (i.e. outside of the European Economic Area) may be different from the level provided by European law. For that reason, the Principal may transfer the data to the so-called third countries as defined in the GDPR (i.e. outside of the European Economic Area) only if it is necessary for the purposes of performing the Transport Agreement (in particular due to the circumstance that the Transport Agreement is performed, in full or in part, in the so-called third country), in compliance with the additional requirements specified in the GDPR.

- 6) On account of the personal data processing by the Principal as the controller, upon the principles specified in detail in the GDPR, the data subject, i.e. the Contractor, is entitled:

- a) the right of access to personal data (i.e. to receive information on personal data processing, including, in particular, on the purposes of and legal grounds for processing, on the scope of data held, on the entities to which it is disclosed and on the planned date of deleting it, and to receive copies thereof);
- b) to correct their personal data (i.e. to correct the incorrect personal data, including if it is out-of-date, wrong or incomplete);
- c) to delete personal data ("the right to be forgotten") (i.e. to request deletion of the data in the cases specified in the GDPR including, in particular, when the data is no longer necessary for the purposes for which it has been collected or processed in another manner; when the data is processed in violation of the law; the need to delete the data results from Principal's legal obligation);
- d) to limit personal data processing (i.e. to request limitation of personal data processing in the cases specified in the GDPR; if such a request is submitted, the Principal will be obliged to limit the operations on the personal data in the scope and upon the principles specified in the GDPR, basically to storing it);
- e) to object to the processing of its personal data (i.e. to object to personal data processing on the basis of the legitimate interests of the Principal, in the manner binding the Principal, unless there apply other, superior legal grounds for the Principal to process personal data, and in the case of submitting an objection to data processing for direct marketing purposes - in the manner binding for the Principal);
- f) to transfer personal data (i.e. to obtain, from the Principal, the personal data which had been provided to the Principal, or to indicate another controller to whom the data should be transferred, if technically possible);
- h) to submit a complaint to the supervisory body (i.e. to the President of the Polish Personal Data Protection Authority if the data subject, i.e. the Contractor, believes that personal data processing violates personal data protection provisions).

7) The Principal indicates that the personal data is not subject to automated decision-making, including profiling.

8) The Principal stores personal data in the period of cooperation between the Contractor and the Principal which, basically, covers the period of performing the Transport Agreement, as well as after the performance thereof - for the period resulting from limitation of claims, accounting provisions or other entitlements or obligations under provisions of applicable law.

3. The Contractor is a controller, as defined in the GDPR, of the personal data of the third parties provided to the Principal for the purpose of performing the Transport Agreement, i.e. the employees, collaborators, drivers, other persons involved in the course of the Transport Agreement by the Contractor (in particular subcontractors, without detriment to § 4 section 2 of the Agreement), in particular in the scope of the following data: business name, full name, REGON No., NIP No., email address, phone number, addresses of business activity, correspondence addresses, addresses of the registered offices, full names of contact persons, email addresses of contact persons, phone numbers of contact persons, Trans ID numbers; TimoCom ID numbers of contact persons in the case of drivers - full names, type and number of identity documents, phone numbers. The Contractor hereby provides the Principal with the personal data of the third parties indicated in the previous sentence, for processing purposes, in the scope specified in detail each time upon provision of the data, in particular in the Order, subject to section 6 point 1) below, for the purposes of performing the Transport Agreement, for the period of performance of the Transport Agreement. The Contractor, as the controller of the above data, consents for the personal data provided to it by the Principal to be sub-processed by the third parties engaged in the process of performance of the Transport Agreement, including, in particular, by the Clients, upon the rules specified in the GDPR, including for the sub-processing of the data by the above entities.

4. The Principal is:

- 1) the processor of the data of the Clients, as well as Clients' employees, collaborators, recipients, senders, loaders, contractors, other persons engaged by the Clients in the course of performance of that Transport Agreement, in particular in the scope of the following data: business name, full name, REGON No., NIP No., email address, phone number, addresses of business activity, correspondence addresses, addresses of the registered offices, full names of contact persons, email addresses of contact persons, phone numbers of contact persons, Trans ID numbers, TimoCom ID numbers of contact persons. As a processor, the Principal will entrust the Contractor with further processing the data indicated in the previous sentence, in the scope specified in detail each time upon provision of the data, in particular in the Order, subject to section 6 point 1) below, solely for the purposes of performing the Transport Agreement, for the period of performance of that Transport Agreement.
- 2) the controller, as defined in the GDPR, of personal data of its employees and collaborators designated for cooperation with the Contractor. The Principal hereby entrusts the Contractor with processing the data of its employees and collaborators indicated in the previous sentence, in the following scope: full names, contact email addresses, contact phone numbers Trans ID numbers and TimoCom ID numbers, in the scope specified in detail each time upon provision of that data, in particular in an Order, subject to section 6 point 1) below, solely for the purposes of performing the Transport Agreement, during the term of performance of the Transport Agreement.

At the same time, the Principal does not consent for the Contractor to use the services of other processors, i.e. it does not consent for sub-processing the personal data. The Contractor may express such a consent, but it must be of detailed character and must be granted after provision of all the data on the entity, to whom the Contractor would like to sub-process the personal data, as well as on the condition of meeting the requirement of form, and if such a consent is granted, the entity, to whom the personal data would be sub-processed, must meet all the requirements specified in the GTCC and in mandatory provisions of law, in particular in the GDPR.

5. The personal data will be processed by the Principal and by the Contractor in electronic (including via IT systems) and paper form.

6. The Principal and the Contractor, as processors under sections 3 and 4 above, declare that they provide sufficient guarantees of implementing the suitable technical and organizational measures to make the processing meet the requirements of the GDPR and protect the rights of the data subjects, including the Principal and the Contractor, as processors, are obliged:

- 1) to process personal data solely upon documented instructions from the Principal or the Contractor, as the case may be, which will be basically in the form of an Order - which also refers to transferring personal data to third countries or international organizations – unless such an obligation is imposed thereon by the laws of the EU or of the member state of the Principal or the Contractor as a processor; in such a case, before the start of processing, the Contractor or the Principal, as a processor, will inform the Principal or the Contractor, as the case may be, of that legal obligation, unless that law prohibits the provision of such information due to important public interests;
- 2) to ensure that the persons authorized to process personal data undertake to maintain confidentiality or to be subject to a suitable statutory confidentiality obligation;
- 3) to undertake any and all the measures required under art. 32 of the GDPR;
- 4) to follow the terms and conditions of using the services provided by another processor, in compliance with the above sections and with art. 28 sections 2 and 4 of the GDPR;
- 5) taking into account the character of processing, as far as possible assist the Principal or the Contractor, as the case may be, through suitable technical and organizational measures, to follow the obligation to respond to requests of the data subjects in the scope of exercising their rights specified in chapter III of the GDPR, in the scope specified each time by the Parties, including to provide any and all the necessary information held by the Contractor or the Principal, as the case may be, and to undertake proper technical and organizational measures allowing to assist the Principal or the Contractor, as the case may be.
- 6) taking into account the character of processing and the information available to it, to assist the Principal or the Contractor, as the case may be, in meeting the obligations specified in art. 32-36 of the GDPR in the scope specified in detail in each case by the Parties including, in particular, to properly notify the Principal or the Contractor, as the case may be, of each suspected violation of personal data protection no later than within 24 hours of the first report (discovery of violation), to allow the Principal or the Contractor, as the case may be, to participate in explanatory activities and to inform them of those activities, in particular of discovery of a violation. The notification of a violation must be sent together with any and all the necessary documentation on the violation in order to allow the Principal or the Contractor, as the case may be, to meet the obligation to notify the proper authority;
- 7) after the services related to processing have been provided, i.e. until the completion of the Transport Agreement - depending on the decision of the Principal or the Contractor, as the case may be - to delete or return to it any and all the personal data and delete any and all of its existing copies, unless the laws of the EU or member state require storage of personal data in any case no later than 14 days of the date of the above events;
- 8) to provide the Principal or the Contractor, as the case may be, with the information necessary for demonstrating performance of the obligations specified in art. 28 of the GDPR and to allow the controller or auditor authorized by the controller to conduct audits, including inspections, and to contribute to them; furthermore, on account of that obligation, to immediately inform the Principal or the Contractor, as the case may be, if, according to the Principal or the Contractor, as the case may be, the instruction issued to it violates the GDPR or other data protection provisions of the EU or of a member state.

7. The Principal and the Contractor are entitled to only perform the operations on the personal data provided to them, that are necessary and justified for proper execution of the objective of that provision, in accordance with the provisions of this paragraph, including to record, store, review, delete and delete it. The Principal and the Contractor undertake not to process the data provided for any purpose other than specified in the GTCC.

8. On account of the activities described in this paragraph, neither the Principal nor the Contractor will be entitled to remuneration (in the case of the Contractor - to additional remuneration apart from the one specified in the Transport Agreement).

## § 12. [Confidentiality]

1. The contents of the Transport Agreement, as well as any and all the information, materials and documents directly or indirectly associated with the Principal, as well as any and all the persons related to or cooperating with it, including its clients, employees or collaborators, including subcontractors, as well as associated with the Transport Agreement, that will be provided to the Contractor or obtained by the Contractor on account of performance of the Transport Agreement (including by the way) in any form, including in the oral or written form or by email, will be treated as fully confidential and as trade secrets of the Principal and of the above-mentioned entities, as defined in art. 11 section 2 of the Act on Combating Unfair Competition of 16 April 1993 (hereinafter referred to as "Confidential Information"). The Confidential Information will be used solely for the purposes of performing the Transport Agreement, and will not be disseminated or made available by the Contractor to third parties, except for the persons directly engaged by the Contractor for performance of the Transport Agreement (including its employees, collaborators, attorneys, representatives, any and all the persons it uses for the purposes or in the course of performance of the Transport Agreement), on the condition, however, that they are obliged to maintain confidentiality upon the principles specified in this paragraph. The Contractor is obliged to take proper steps to maintain confidentiality of the Confidential Information, including, in particular, in order to prevent unauthorized access. Without detriment to the longer time limits reserved in the applicable provisions of the law, the confidentiality obligation applies in the term of performing the Agreement and for five years of the date of performance, expiry, termination thereof or of termination of the legal entity. The obligation to maintain confidentiality does not cover the situations when the given Confidential Information:

- 1) has lost its confidential character due to the fact that it had been publicly legally announced by an entity authorized to do so,
- 2) may be disclosed as a result of the prior consent of the Principal, expressed in writing to be valid,
- 3) is to be disclosed to authorized entities in the manner required by mandatory provisions of the law.

2. In the case of violation of any of the obligations indicated above in section 1, the Contractor will have the obligation to pay the Principal the contractual penalty of PLN 100,000.00 (in words: one hundred thousand zloty) for each violation (each case of failure to perform, or improper performance, of any of those obligations). For the avoidance of doubt, the Contractor assumes full liability for the performance of the obligations indicated in section 1 above by the persons indicated, i.e. its employees, collaborators, attorneys, subcontractors or representatives, as well as by any and all the persons the Contractor has been using for the purposes or in the course of performance of the Transport Agreement, and their acts and omissions will constitute the acts and omissions of the Contractor.

3. Without detriment to sections 1 or 2 above, the Contractor will not be entitled to publish entries or comments in online forums, including, in particular, in transport forums or in the profile (account) of the Principal on freight exchanges, in particular in the Trans.eu Platform, regarding the discussions on the Order, on the Transport Agreement, on the circumstances of performing the Transport Agreement under the Order and cooperation with the Principal, unless the Principal has expressed its explicit consent for that by email, text message or on the Trans.eu Platform instant messenger. The obligations indicated in the previous sentence also applies to Contractor's employees, collaborators, subcontractors, representatives and attorneys, as well as by any and all the persons the Contractor has been using for the purposes or in the course of performance of the Transport Agreement, and their acts and omissions will constitute the acts and omissions of the Contractor, and the Contractor assumes liability for performance of the obligation indicated in the previous sentence by the persons indicated therein. In the case of violation of the obligation indicated in this section, including by the above-mentioned persons, the Contractor will pay the Principal the contractual penalty of PLN 5,000.00 (in words: five thousand zloty) for each violation (including, among others, for each entry, comment or assessment).

4. Reservation of the contractual penalties indicated in this paragraph does not exclude the Principal's entitlement to seek damages exceeding the amount of the reserved contractual penalties, in accordance with the general provisions of the law.

## § 13. [Final Provisions]

1. Any and all the disputes that may result from performance of the Forwarding Agreement will be resolved by the common court with jurisdiction for the registered office of the Principal. Any and all the disputes that may result from performance of the Forwarding Agreement will be resolved by the Polish common courts.

2. The Forwarding Agreement will be governed by the provisions of the Polish law. Depending on the circumstances, the mandatory provisions of the Polish or international law (if, in the given case and context, the prohibition to apply international law may not be excluded under an agreement of the Parties on jurisdiction) to the scope not governed in the Order or in the GTCC.

3. These GTCC, in this wording, take effect on 25 May 2018 and will apply to the Transport Agreements concluded from that date except for:

- 1) the change introduced in § 6 section 2 by adding the last sentence, which change will take effect on 1 December 2018;
- 2) the update of Principal's address included in § 1 and in § 11 section 2 point 3 letter b of the GTCC, made on 15 February 2019 for the purpose of taking into account the change which occurred in that scope on the part of the Principal on 19 December 2018;
- 3) the change introduced in § 6 section 5 of the GTCC, consisting in that, after the words "and Turkey" were added after the word Russia, which change will take effect on 11 March 2019;
- 4) the changes consisting in that:
  - a) the previous § 8 section 2 point 24) of the GTCC, was transferred to § 8 section 2 point 25) of the GTCC;
  - b) a new § 8 section 2 point 24) of the GTCC was added (to replace the one transferred under letter a above);
  - c) the second sentence was added to § 13 section 1 of the GTCC
  - d) § 13 section 2 of the GTCC assumed new wording;  
to take effect on 15 April 2019.
- 5) removal of provisions regarding the tracking service (from § 2 section 2 point 10, § 6 section 1, § 9, § 11 section 3 of the GTCC) which changes will take effect on 17 September 2020;
- 6) clarification introduced to § 2 para. 2 points 3 consisting in changing the fragment "quantity, type, weight of goods, etc." on "quantity, type, dimensions and weight of goods, etc., which change take effect on 27 May 2022;
- 7) updating the content of § 3 para. 1 point 2 by changing the value of liability to the sum insured (guarantee) for an insurance accident from a value not lower than PLN 1,000,000.00 (say: one million) to a value not lower than EUR 500,000.00 (say: five hundred thousand), which take effect on 27 May 2022;
- 8) clarification of § 4 sec. 1 point 1 by adding the fragments "or a trailer" and "trailers", which take effect on 27 May 2022;
- 9) the repeal of the provisions on making the so-called neutralization of shipping documents (§ 4 section 1 point 10), which change take effect on 27 May 2022;
- 10) appointment of new provisions of § 4 sec. 4; § 4 clause 5 and § 4 sec. 6, which change take effect on 27 May 2022;
- 11) clarification of § 6 sec. 2 by adding the fragment "The above also applies to the situation where the Principal agrees with the Contractor the amount of payment in terms other than the remuneration for the service rendered (especially on the basis of the debit note).", which change take effect on 27 May 2022;
- 12) updating the content of § 8 para. 4 consisting in converting the value of charges in euro (EUR) into the value in Polish new zloty (PLN), "according to the average exchange rate of the National Bank of Poland on the day preceding the issue of the debit note, on which date the average exchange rate of the National Bank of Poland was announced." In accordance with the Accounting Act (Journal of Laws 1994 No. 121 item 591) on day 27 May 2022.

The Transport Agreements concluded until 24 May 2018 are subject to the GTCC in the wording in effect until that date.