

**§ 1. [General Provisions]**

These general terms and conditions of cooperation (hereinafter referred to as the "GTCC") apply to all the forwarding service agreements (hereinafter also referred to, in singular, as a "Forwarding Agreement") concluded between the company under the business name of: Envio Group Poland Spółka z ograniczoną odpowiedzialnością Spółka komandytowa (formerly: Envio Group Sp. z o.o.) 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 "Forwarder") and the principals of the Company, basically being entrepreneurs (hereinafter referred to, in singular, as the "Principal"), under which the Forwarder, upon an order from the Principal, undertakes to send or collect loads (goods) in the territory of the Republic of Poland or abroad (organization of domestic or international transportation of loads/goods), shipped by the Principal, and the Principal undertakes to pay the agreed remuneration.

**§ 2. [Principles of taking and executing orders]**

1. The Forwarder is obliged to perform the Forwarding Agreements upon the principles specified in the order acceptance confirmation indicated below in section 2, in the GTCC and in accordance with the applicable provisions of the law.
2. The forwarding agreement will be performed on the basis of the information included in the "Order Acceptance Confirmation" form. A filled-in form will be hereinafter referred to as the "Order". The Order will specify:
  - 1) the address and place of loading the goods, with data of the sender (loader);
  - 2) the address and place of unloading the goods, with data of the recipient (unloader);
  - 3) specification of the goods (amount, type, dimension 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 associated with the conditions for transportation of goods, including with the means of transportation (semitrailer);
  - 6) the contact persons for performing the Forwarding Agreement on behalf of the Principal and the Forwarder;
  - 7) the amount of remuneration due to the Forwarder on account of performance of the Forwarding Agreement, the time limit for payment and the invoice (payment) currency;
  - 8) data of the vehicle (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 (optionally);
  - 9) any and all the other documents or information necessary for correct performance of the Forwarding Agreement by the Forwarder;
3. The order is prepared by the Forwarder on the basis of information provided by the Principal, based on the form indicated in sec. 2 above. The Principal is obliged to provide all relevant information necessary for the correct completion of the form by the Forwarder, in an unambiguous and complete manner. In particular, the Principal is obliged to provide the Forwarder with information on possible difficulties and local requirements for the transport to the place of loading or unloading indicated by the Principal due to the selected loading or unloading date, the specificity of the location of the loading or unloading place, for the implementation of the Forwarding Agreement for the forwarding of the means of transport, in particular, but not only due to: (1) the lack of direct access of the means of transport with the indicated technical specification to the place of loading or unloading, (2) dimensions of the entrance gates to the place of loading or place of unloading; (3) road traffic organization in the immediate vicinity of the loading or unloading site; (4) obstacles in the immediate vicinity of the place of unloading or loading place preventing the entry or exit of the means of transport used for the performance of the Forwarding Agreement.
4. After filling in the form indicated above in section 2 with the data provided by the Principal in compliance with section 3 above, the Forwarder will send an Order (which constitutes an offer of concluding an agreement upon the terms and conditions specified in the Order and in the GTCC) to the Principal for acceptance of the contents of the Order. The Principal will be obliged to become familiar with the Order and with the GTCC, including to verify, in particular, whether the Order contains all the information significant from the point of view of the Forwarding Agreement, and report, at that point, any and all the remarks regarding the information included therein, including its completeness, or else it will lose the right to invoke these circumstances at the stage of performance of the Forwarding Agreement.
5. The Forwarding Agreement will be considered concluded upon the terms and conditions specified in the Order and in the GTCC if the Principal:
  - 1) it will confirm the conclusion thereof in writing, to the address of the Forwarder, by accepting the Order without reservations (or with reservations, but then in compliance with sections 7 and 8 below);
  - 2) it will confirm the conclusion thereof to the email address of the Forwarder indicated in the Order (or another address indicated by the contact person representing the Forwarder), including by sending a signed scan of the Order or by email by accepting that Order without reservations (or with reservations, but then in compliance with sections 7 and 8 below);
  - 3) it will confirm the conclusion thereof to the cell phone number of the contact person representing the Forwarder and indicated in the Order, including by sending a photograph of the signed scan of the Order in the form of an MMS (or other multimedia form), by accepting that Order without reservations (or with reservations, but then in compliance with sections 7 and 8 below).
6. The person who has accepted an Order in compliance with section 5 above declares that it is entitled to perform that act on behalf of the Principal 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 Principal and to make, on its behalf, any and all the declarations of intent associated with the Forwarding Agreement.
7. If the Forwarder is provided with an order inconsistent with the template used by the Forwarder and indicated above in section 2, in particular with an order consistent with the template used by the Principal, will not result in conclusion of a Forwarding Agreement, and will constitute the grounds for the Forwarder to prepare the Order under sections 2-5 above. An Order prepared by the Principal on the template used by the Principal will be considered not binding for the Forwarding Agreement. If the Forwarder is provided by the Principal with an Order with Principal's changes, including an Order supplemented with the provisions other than filled in by the Forwarder in the template indicated above in section 2, or with the changes introduced in person by the Principal, will not bind the Forwarder with these contents, unless they are explicitly accepted by the Forwarder. In the event of a conflict between the contents of an Order accepted by the Principal and the contents of an Order sent for acceptance by the Forwarder, the contents of the Order sent for acceptance by the Forwarder will be binding, unless the Forwarder has explicitly accepted the Principal's changes in the Order.
8. 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. The Order changed as per the previous sentence will be subject to the provisions of sections 2 - 7 above.
9. For the purposes of performance of the Forwarding Agreement, the Parties will only consider binding the information concerning performance of the Forwarding Agreement that has been included in the Order accepted by the Principal, subject to sections 7 and 8 above. The Forwarder will not be liable for the missing, incomplete or unequivocal information, included in the Order accepted by the Principal, and any and all the negative consequences thereof will encumber the Principal.
10. The GTCC may solely be accepted without reservations. Any and all the changes in the GTCC require explicit acceptance by the Forwarder. If the Principal uses its own contractual template or templates, the Parties agree that Principal's contractual templates will not apply to the Forwarding Agreement, and the only binding contractual template will be these GTCC.
11. The Forwarder is entitled to entrust other forwarders or carriers with performing the activities which constitute the subject of the Forwarding Agreement.
12. The Forwarder may withdraw from the Forwarding Agreement or terminate the Forwarding Agreement concluded under an Order until the date of loading indicated in the Order (and in the case of the so-called time frame - until the end time of loading). The provisions of the previous sentence do not exclude the Forwarder's entitlements to perform these activities in other cases specified in mandatory provisions of law or in the GTCC.

**§3. [Forwarder's declarations, obligations and circumstances excluding Forwarder's liability]**

1. The Forwarder declares that:
  - 1) it has the license for providing road transport services in the scope of agency in transportation of things;
  - 2) has the civil liability insurance for a forwarder and a contracting carrier. A valid Forwarder insurance certificate together with indication of the valid sum insured in the case of an insurance event will be available at the Forwarder's website: [www.enviogroup.com](http://www.enviogroup.com);
  - 3) does not provide the transportation services, referred to in art. 800 of the Civil Code, under the Forwarding Agreement;
2. The Forwarder undertakes:
  - 1) to exercise due diligence in performance of the Forwarding Agreement, taking into consideration the professional character of the associated activities;

2) to answer Principal's questions concerning the stage and manner of performance of the Forwarding Agreement or, alternatively, to inform the Principal at Forwarder's own initiative or in response to Principal's queries, of the circumstances that may negatively affect the correctness or timeliness of performance of the Forwarding Agreement that occur in the course of performance thereof;

3) to perform the Forwarding Agreement upon the rules specified in the Order, while respecting the Principal's interests, subject to sections 3 - 5 below.

3. The Forwarder will not be liable for failure to meet the time limit for performing the Forwarding Agreement as per the contents of the Order, if it results from the circumstances for which the Forwarder is not responsible, including, in particular, if:

1) that time limit may not be met as a result of the events of extraordinary character and independent of the Forwarder (such as, in particular, strikes, road accidents, inspection activities performed by road authorities, weather conditions, natural disasters, armed conflicts);

2) the time limit specified in the Order is too short in comparison with the time required for correct performance of the Forwarding Agreement due to the length of the route, provisions of traffic law applicable in the respective countries where the transport is performed, or other provisions (including: the provisions on drivers' working time, the AETR convention, the provisions on transportation of hazardous materials - the ADR convention, etc.);

3) a permit, necessary for performance of the given Forwarding Agreement upon the terms and conditions specified in the Order, has to be obtained, in particular a permit for transportation using a non-standard vehicle, or other permits, consents or arrangements, and the process of obtaining them is hindered or extended for reasons independent of the Forwarder.

The Forwarder will inform the Principal of occurrence of the above-mentioned circumstances, and will undertake the possible activities aimed at eliminating the negative consequences thereof. The time limit for performance of the Forwarding Agreement will be extended by the period of occurrence of the obstacles indicated in this section.

4. If, after conclusion of the Forwarding Agreement, including in the course of performance of the Forwarding Agreement including, in particular, before or at the stage of loading, there appear obstacles to performance of the Forwarding Agreement upon the terms and conditions specified therein, for reasons independent of the Forwarder including, in particular:

1) as a result of non-conformity between the information included in the Order and the factual condition, in particular consisting in: non-conformity between the specification of the goods - including their type, weight, measurements - indicated in the Order, and the actual condition, non-conformity between the method of loading indicated in the Order and the actual condition, non-conformity between the required type of vehicle indicated in the Order and the actual condition, or

2) consisting in lack of readiness of the goods on the end date and time indicated in the Order as the date of loading, or in refusal to release the goods for the purposes performing the Forwarding Agreement, for reasons independent of the Forwarder, or

3) consisting in lack of ending of the loading activities by the loading on the end date and time indicated in the Order as the date of loading, for reasons independent of the Forwarder, resulting in lack of the possibility to perform the Forwarding Agreement in a correct and timely manner upon the terms and conditions indicated in the Order, The Forwarder will be entitled - at its discretion:

a) to terminate the Forwarding Agreement or to withdraw from the Forwarding Agreement, and in such a case, i.e. termination of the Forwarding Agreement or withdrawal from the Termination Agreement by the Forwarder in the above-mentioned cases, the Principal will have the obligation to pay the Forwarder the amount of the whole gross remuneration specified in the Order for performance of that Forwarding Agreement; as well as

b) to encumber the Principal with the resulting costs, including the costs of providing the means of transportation to the loading, loading or clearance site, the costs of changing the route, of changing the means of transportation or changing the subcontractor, demurrage, as well as other costs incurred by the Forwarder for the purpose of correct performance of the Forwarding Agreement, including the remuneration it has to paid to its subcontractors that were supposed to execute the Order in the original amount specified in the agreements with them.

5. In the lack of sufficient or feasible instructions from the Principal, the Forwarder may perform the Forwarding Agreement - while protecting the Principal's interests - at its own discretion, including by specifying, on its own, the method, route or means of transportation, of which it should notify the Principal advance, if it is possible.

6. If, due to failure to provide the Forwarder with the information referred to in § 2 sec. 3 of the GTCC, about which the Principal knew or could find out with due diligence, the performance of the Forwarding Agreement will turn out to be unfeasible or excessively difficult, in particular in a situation where the means of transport used to perform the Forwarding Agreement cannot be provided at the place and time of loading or unloading, the Principal is obliged to indicate a different loading or unloading place. A different place of loading or unloading may be indicated in the form of an e-mail sent from the e-mail address through which the Principal contacted the Forwarder for the purpose of concluding the Forwarding Agreement, or in the form of an SMS, otherwise null and void. The indication of a different place of loading or unloading must be accepted by the Forwarder. In such a case, the Principal undertakes to cover all costs resulting from the changes introduced in this regard. In the absence of agreement on a new place of loading or unloading, § 3 sec. 5 of the GTCC, subject to the possibility of returning the goods to the Sender. At the same time, in the case referred to in this paragraph, the Forwarding Agreement is considered duly performed and the Forwarder is entitled to the full remuneration increased by any additional costs.

#### **§ 4. [Obligations of the Principal]**

The Principal is obliged:

1) to cooperate with the Forwarder in the scope necessary for performance of the Forwarding Agreement, including to provide the Forwarder with any and all the information and documents necessary for performance of the Forwarding Agreement;

2) to pay the remuneration for the Forwarding Agreement performed by the Forwarder upon the rules indicated in § 5 of the of the GTCC, as well as other amounts indicated in the Order and in the GTCC;

3) to provide proper packaging for and security of the goods which are to be transported under a Forwarding Agreement, specified in the Order.

#### **§ 5. [Forwarder's remuneration and costs of pursuing claims]**

1. The Principal will pay the Forwarder the remuneration for performance of the Forwarding 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 performance of the Forwarding Agreement is indicated in the GTCC, it should be understood as the total remuneration for all the services.

2. Subject to the next sentence, if the remuneration due to the Forwarder is specified in the Order in a foreign currency, other than Polish zloty (PLN), it will be converted by the Forwarder to Polish zloty (PLN) at the average exchange rate published by the National Bank of Poland on the day prior to the unloading date (adequately, the day of unloading, which is the last unloading for a given Order) consistent with the actual delivery date, and if the above exchange rate is not published on that date - from the last date prior to the unloading date consistent with the actual delivery date, when such exchange rate is published. If the remuneration due to the Forwarder is specified in the Order in a foreign currency, other than Polish zloty (PLN) and, at the same time, if the Parties have agreed that that remuneration is paid with the so-called prepayment, it will be converted by the Forwarder to Polish zloty (PLN) at the average exchange rate published by the National Bank of Poland on the day prior to the date on which the Forwarder issues the invoice (pro-forma invoice, unless the Forwarder issues a VAT invoice), under which the prepayment is to be made, and if the above exchange rate is not published on that date - from the last date prior to the date of issuing the above invoice, when such exchange rate is published. In the situations indicated in the previous sentence, the accounting documents will be issued by the Forwarder in Polish zloty (PLN), and the Principal undertakes to pay the remuneration due to the Forwarder in Polish zloty (PLN).

3. The provisions of section 2 above do not apply to the situations when the Order specifies the invoicing currency other than Polish zloty (PLN) - then the remuneration due to the Forwarder will be payable in the currency indicated in the Order as the invoicing currency.

4. If:

1) the Principal (or another entity acting on behalf or for the Principal or being the payer indicated in the Order), will pay in the currency other than the invoicing currency indicated in the Order and in the invoice issued by the Forwarder in compliance with the Order, and the bank of the person making the payment or of the Forwarder, "converts" it or collects fees on that account (because of the payment to Forwarder's bank account in the currency other than the currency, in which the initial payment was made), and, as a result, the Forwarder's bank account will be credited with the amount lower than indicated in the contents of Forwarder's invoice, or

2) the Principal (or another entity acting on behalf or for the Principal or being the payer indicated in the Order), will pay, to Forwarder's account in the currency other than the invoicing currency (other than indicated in the invoice), and the bank of the person making the payment or of the Forwarder, "converts" it or collects fees on that account (because of the payment to Forwarder's bank account in the currency other than the currency, in which the initial payment was made), and, as a result, the Forwarder's bank account will be credited with the amount lower than indicated in the contents of Forwarder's invoice,

the Principal will be obliged to pay the Forwarder the unpaid amount due under the above-mentioned invoice up to the full amount indicated in that invoice, and in the case of a payment made by a payer indicated in the Order - it guarantees that the payer will pay the above-mentioned unpaid amount due on its own, and in the case of failure, by the payer, to pay such an unpaid amount due within 7 days of the date of Forwarder's request, the Principal undertakes to make that payment itself.

5. Without detriment to § 3 section 4 of the GTCC, the Principal will be obliged to pay the remuneration and reimburse the costs resulting from the events occurring on account of performance of the Forwarding Agreement as a result of the circumstances independent of the Forwarder, for which the Forwarder is not liable, including those associated with downtime of the vehicle in the loading or unloading site, with customs clearance or stoppage of the vehicle by competent authorities, in particular as a result of non-conformity between the data on the load being the subject of the Forwarding Agreement declared in the Order and the factual condition, including in the case of exceeding the maximum permitted mass of the vehicle as a result of it being overloaded by the loader (loading the goods of the mass higher than resulting from the Order), in the amount of:

- 1) PLN 800.00 (in words: eight hundred zloty) net for each started day of downtime, or
- 2) other, actually incurred costs on the part of the Forwarder or Forwarder's subcontractor (in particular fines) as a result of occurrence of the above-mentioned circumstances, including the costs of the additional route, costs of fines, costs of transhipment.

6. The Principal is obliged to pay the whole amount of gross remuneration specified in the Order if it resigns from the Order after acceptance thereof, at any stage, including before the start of loading - for reasons for which the Forwarder is not liable. Resignation from an Order is to be understood as any case in which the Forwarding Agreement, concluded under an order, ceases to have effect, in particular as a result of termination or withdrawal.

7. The invoice with remuneration for performance of the Forwarding Agreement will be issued by the Forwarder immediately after performance of that Forwarding Agreement, unless the Parties have specified other rules in that regard, in particular that the remuneration will be payable prior to performance of the Forwarding Agreement, in full or in part (with the so-called prepayment), and only after receipt thereof, the Forwarder will proceed to perform the Forwarding Agreement.

8. The time limit for payment of remuneration, indicated in the Order, will be counted from the date on which the Forwarder issues a proper VAT invoice.

9. The Principal consents for receipt of invoices in electronic form from the Forwarder. The Forwarder will deliver the invoices immediately after issuance thereof, in electronic form, to the email address used by the Principal to contact the Forwarder for the purposes of concluding the Forwarding Agreement, unless the Principal explicitly indicates, at the stage of acceptance of the Order or before issuance of an invoice, another email address for delivery of electronic invoices. The Forwarder will also deliver invoices in hardcopy form by mail, together with transport documents with the reservation that, for the avoidance of doubt, the payment must be made by the Principal on the basis of the invoices delivered in electronic form, and delivery of the invoices in hard copy form will in no way affect the time limit for payment thereof.

10. The rules specified in this paragraph will apply correspondingly also to the liabilities of the Forwarder under the Forwarding Agreement other than remuneration.

11. The Forwarder indicates that in the case of untimely payment by the Principal of the amounts due under an Order, notwithstanding the Forwarder's entitlement to request the interest indicated in section 12 below, as well as other entitlements under the applicable provisions of law, in compliance with art. 10 section 1 of the Act on Combating Payment Delays in Commercial Transactions of 8 March 2013 (; hereinafter referred to as the Act), from the date of appearance of the entitlement to interest, the Forwarder will be entitled to receive, from the Principal, without request, the equivalent amount of EUR 40, EUR 70 or EUR 100 converted to Polish zloty at the average exchange rate of euro published by the National Bank of Poland on the last working day of the month preceding the month, in which the cash consideration became due, as compensation for the costs of recovery of receivables.

12. In the case of delay in payment of the remuneration due to the Forwarder under the Forwarding Agreement or other liabilities due to the Forwarder under the Forwarding Agreement, the Principal will be obliged to pay the Forwarder for each day of delay in payment of any of those liabilities, the maximum default interest, i.e. - based on the currently applicable provisions of the law - the interest at twice the level default interest p.a. (and should the provisions in that regard change - the maximum default interest p.a. provided for by those provisions).

#### **§ 7. [Forwarder's liability for failure to perform or improper performance of the Forwarding Agreement]**

1. Subject to section 2 above, the Forwarder will be liable for failure to perform, or improper performance, of the Forwarding Agreement in accordance with general principles of the law, including, under art. 798 of the Civil Code, the Forwarder will be liable for the carriers and sub-forwarders it engages for the purposes of performing the Forwarding Agreement, unless it has not been responsible for choosing them.

2. The Forwarder will be liable for failure to perform, or improper performance, of the Forwarding Agreement solely for the factually incurred and documented losses, except for lost profits or indirect losses. The liability of the Forwarder will be limited to the sum insured per insurance event, applicable to the Forwarder upon occurrence of the event providing the basis for its liability, subject to § 3 section 1 point 2) of the Agreement, but in each case that liability will be limited to the amount of EUR 500,000.00 (the lower amount will prevail).

#### **§ 8. [No cooperation with Forwarder's subcontractors]**

1. The Principal is obliged not to undertake any activities aimed at establishing cooperation with Forwarder's subcontractors, including the subcontractors of its subcontractors who, at the order of the Forwarder or its subcontractors, perform the Forwarding Agreement (hereinafter referred to as the "Subcontractor"), including their employees, attorneys, or representatives, as well as the persons recommended by the Subcontractors, for the purposes of concluding and performing transport agreements, forwarding agreements or other, similar agreements, including, in particular, not to conclude or perform such agreements.

2. The obligation indicated in section 1 above will apply from the moment of acceptance of an Order by the Principal for the period of three years of the date of its execution or the date, on which it was supposed to be executed.

3. In the case of violation of the prohibition indicated above in section 1, the Principal will have the obligation to pay the Forwarder, as a contractual penalty, the amount of PLN 50,000.00 (in words: fifty thousand zloty), for each violation, and, for the avoidance of doubt, the Parties agree that such a case of violation is understood, in particular in the cases of agreements or prohibited activities - each case of conduct in violation of section 1 above, counted separately for each unit agreement or prohibited activity.

#### **§ 9. [Personal Data]**

1. On account of conclusion and performance of the Forwarding Agreement, as well as of further cooperation between the Forwarder and the Principal, 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, Subcontractors should be understood as any and all the entities that, at the order of the Forwarder or Forwarder's subcontractor, provide a transport service on account of provision by the Forwarder of the forwarding service under an Order in favor of the Principal, as well as an entity interested in provision of such a transport agreement in favor of the Forwarder, as well as any and all the entities engaged by the Forwarder in the cooperation with the Principal.

2. Subject to section 3 below, the Forwarder - as the entity that determines the objectives and methods of processing Principal's personal data (provided to the Contractor by the Principal in the course of Cooperation, including performance of the Forwarding Agreement or other forwarding 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, ID numbers on online portals) - is, for the purposes of and upon the principles specified in the GDPR - a controller of Principal'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 Principal, and not to the personal data of the entities other than the Principal. Therefore, the Forwarder hereby indicates as follows:

1) The Forwarder processes Principal's personal data for:

- a) preparing an offer of a Forwarding 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 Forwarding 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 performance of the Forwarding 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 Forwarder (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 Forwarder (art. 6 section 1 letter f of the GDPR) consisting in analysing the cooperation with the Principal, including adapting the provided services to Principal's preferences and examining the degree of Principal's satisfaction with cooperation with the Forwarder;
- e) performing the statutory obligations of the Forwarder, 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).
- f) direct marketing of Forwarder's own services and products - in such a case the legal grounds for processing is the legitimate interests of the Forwarder (art. 6 section 1 letter f of the GDPR) consisting in direct marketing of Forwarder's own services and products or, alternatively, the legal grounds may be the Principal's consent (art. 6 section 1 letter a 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 Forwarding Agreement (Order) or lack of the possibility to perform a of performance of the Forwarding Agreement, and so, as a result, provision of the personal data constitutes a contractual requirement.

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

- a) by email to Forwarder's address: [biuro@enviogroup.pl](mailto:biuro@enviogroup.pl);
- b) in writing to the address of the Forwarder'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 Forwarder as the so-called processors, in particular such as the Subcontractors, providers of IT services, banks, entities providing accounting, IT, legal, marketing services, etc., as well as third parties, to whom the Forwarder 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 Forwarder 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 Forwarding Agreement (in particular due to the circumstance that the Forwarding 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 Forwarder as the controller, upon the principles specified in detail in the GDPR, the data subject, i.e. the Principal, is entitled:

- a) to request 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; revoking of the consent for data processing (if the Forwarder is not entitled to process it on other legal grounds); when the data is processed in violation of the law; the need to delete the data results from Forwarder's legal obligation);
- d) limitations of personal data processing
- 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 Forwarder 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 Forwarder, in the manner binding the Forwarder, unless there apply other, superior legal grounds for the Forwarder 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 Forwarder);
- f) to transfer personal data (i.e. to obtain, from the Forwarder, the personal data which had been provided to the Forwarder, or to indicate another controller to whom the data should be transferred, if technically possible);
- g) to revoke the consent for data processing at any time, but without affecting the legality of the processing performed under the consent prior to such revocation [applies to processing based under a consent];
- 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 Principal, believes that personal data processing violates personal data protection provisions).

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

8) The Forwarder stores personal data in the period of cooperation between the Forwarder and the Principal which, basically, covers the period of performing the Forwarding Agreement or other forwarding agreements, 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 Principal is the controller (as defined in the GDPR) of the personal data of the third parties, provided to the Forwarder in the course of cooperation between the Parties regarding the provision of forwarding services by the Forwarder to the Principal, in particular under the Forwarding Agreement and potential further forwarding agreements, i.e. employees, collaborators, recipients, senders, loaders, contractors, other persons engaged in the course of performance of that cooperation by the Principal, 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, ID numbers on online portals of contact persons. The Principal hereby provides the Forwarder 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 Forwarding Agreement and cooperation between the Parties, for the period of performance of the Forwarding Agreement and cooperation between the Parties. The Principal, as the controller of the above data, consents for the Forwarder to use the services of other processors, in particular the Subcontractors, i.e. consents for sub-processing of the personal data provided, in particular by the above-mentioned entities, upon the rules specified in the GDPR, including for the sub-processing of the data by the above entities.

4. The Forwarder is:

- 1) the processor, as defined in the GDPR, of the data of the Subcontractors, as well as Subcontractors' employees (collaborators) 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, ID numbers of contact persons on online portals, which applies, in particular, to drivers and their data (full name, type and number of ID, phone number). As a processor, the Forwarder will entrust the Principal 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 Forwarding Agreement, for the period of performance of that Forwarding Agreement.
- 2) the controller, as defined in the GDPR, of personal data of its employees and collaborators designated for cooperation with the Principal. The Forwarder hereby entrusts the processing of the data of its employees and collaborators indicated in the previous sentence, in the following scope: full names, contact email addresses, contact phone numbers and ID numbers on online portals, 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, for the purposes of performing the Forwarding Agreement and cooperation between the Parties, during the term of performance of the Forwarding Agreement and cooperation between the Parties.

At the same time, the Forwarder does not consent for the Principal to use the services of other processors, i.e. it does not consent for sub-processing the personal data. The Forwarder 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, whom the Principal would like to entrust with processing or sub-processing 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 Forwarder and by the Principal in electronic (including via IT systems) and paper form.

6. The Forwarder and the Principal, 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 Forwarder and the Principal, as processors, are obliged:

- 1) to process personal data solely upon documented instructions from the Principal or the Forwarder, as the controller, 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 Forwarder as a processor; in such a case, before the start of processing, the Principal or the Forwarder, as a controller, 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 Forwarder, as the controller, 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 Forwarder or the Principal, as the case may be, and to undertake proper technical and organizational measures allowing to assist the Principal or the Forwarder, 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 Forwarder, as a controller, 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 Forwarder, as a controller, as the case may be, of each suspected violation of personal data protection no later than within 24 hours of the first report, to allow the Principal or the Forwarder, 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 Forwarder, 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 Forwarding Agreement or cooperation - depending on the decision of the Principal or the Forwarder, as a controller, 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 Forwarder, as a controller, 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 Forwarder, as a controller, as the case may be, if, according to the Principal or the Forwarder, as the case may be, the instruction issued to it violates that regulation or other data protection provisions of the EU or of a member state.
7. The Forwarder and the Principal 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 Forwarder and the Principal 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 Forwarder will be entitled to remuneration (in the case of the Forwarder - to additional remuneration apart from the one specified in the Forwarding Agreement).

#### **§ 10. [Final Provisions]**

1. Reservation of the contractual penalties in the GTCC does not exclude the Forwarder's entitlement to seek damages exceeding the amount of the reserved contractual penalties, in accordance with the general provisions of the law.
2. The Forwarder is entitled to deduct the contractual penalties due to it under the Forwarding Agreement or other receivables under the Forwarding Agreement, including damages, from any and all the liabilities due to the Principal from the Forwarder (if any), which the Principal confirms and against which it raises no reservations.
3. Any and all the information, materials and documents directly or indirectly associated with the Parties, their clients, employees or collaborators, that will be provided to the other Party or obtained by the other Party on account of performance of the Forwarding Agreement 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 Parties 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 Forwarding Agreement and will not be disseminated or provided to third parties, except for the persons engaged by the Parties to performance of the Forwarding Agreement on the condition, however, that they are obliged to maintain confidentiality upon the principles specified in this paragraph. Without detriment to the longer time limits reserved in the applicable provisions of the law, the confidentiality obligation applies in the term of the Forwarding Agreement and the period of five years of the date of performance or expiry thereof, 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 other Party, expressed in writing or in an email, to be valid,
  - 3) is to be disclosed to authorized entities in the manner required by mandatory provisions of the law.
4. 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 Forwarder. Any and all the disputes that may result from performance of the Forwarding Agreement will be resolved by the Polish common courts.
5. 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.
6. The Principal's overpayments will first be credited to its outstanding obligations towards the Forwarder, and in the absence of such obligations, the Principal's overpayments will be refunded within 30 working days from the date of delivery of the overpayment refund request. With the Principal's consent expressed in a documentary form (e-mail), the Forwarder is entitled to credit the overpayment towards unmatured liabilities. The Principal's overpayment is returned to the account from which it was made. The request for the refund of the overpayment should be sent by e-mail to the address [biuro@enviogroup.pl](mailto:biuro@enviogroup.pl) or by post to the address of the Forwarder and should contain the following information:
  - 1) the amount of the overpayment;
  - 2) the date on which the overpayment was made;
  - 3) the name or business name of the entity or data of the person who made the overpayment;
7. These GTCC, in this wording, take effect on 25 May 2018 and will apply to the Forwarding Agreements concluded on that date or later with the reservation of:
  - 1) the specification introduced to § 5 section 12 in fine, consisting in amendment of the fragment following the words maximum interest from "and so - based on the currently applicable provisions of the law - the interest at twice the level default interest p.a. or the statutory default interest in commercial transactions (depending on what interest will apply to the given liability of the Forwarder to which the delay refers)" to "for delay, therefore - based on the currently applicable provisions of the law - the interest at twice the level default interest p.a. (and should the provisions in that regard change - the maximum default interest p.a. provided for by those provisions)", to take effect on 15 February 2019;
  - 2) the specification introduced to § 5 section 11, consisting in giving it the following wording: "indicated below in section 12" in the fragment following the words: "interest" and before the words "and other entitlements", which take effect on 19 December 2019;
  - 3) the update of Forwarder's address included in § 1 and in § 9 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 Forwarder on 19 December 2018;
  - 4) adding the second sentence to § 10 section 4 of the GTCC, which changes will take effect on 15 April 2019;
  - 5) removal of provisions regarding the tracking service (from § 2 section 2 point 10, § 5 section 1, § 6, § 9 section 4 point 1 of the GTCC) which changes will take effect on 17 September 2020;
  - 6) updating the name of the act and the amount of compensation described in § 5 section 11 of the GTCC, which take effect on 17 September 2020;
  - 7) 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 will come into effect on 27 May 2022;

- 8) updating the content of § 2 para. 3 consisting in changing the wording from "The order will be prepared by the Forwarder based on the information provided by the Principal, on the basis of the form indicated above in section 2. The Principal will be obliged to provide all the important information necessary for the Forwarder to fill the form in correctly, unequivocally and completely." This change take effect on 27 May 2022;
- 9) clarification led to § 2 sec. 5 pts 3 consisting in adding the fragment "(or other multimedia form)", which take effect on 27 May 2022;
- 10) clarification led to § 3 sec. 3 points 1 consisting in the addition of the fragment "armed conflicts", which take effect on 27 May 2022;
- 11) appointment of new provisions of § 3 sec. 6, which take effect on 27 May 2022;
- 12) updating the content of § 5 para. 5 pts 1 by changing the cost for each commenced day of parking from the value of PLN 600.00 (say: six hundred zlotys net) to the value of PLN 800.00 (say: eight hundred zlotys net), which take effect on 27 May 2022;
- 13) updating the content of § 7 para. 2 by changing the liability to the sum insured for an insurance accident from a value of no more than PLN 1,000,000.00 (say: one million) to a value of no more than 500,000.00 (say: five hundred thousand) EUR, which take effect on 27 May 2022;
- 14) adding § 10 sec. 6 concerning overpayments of the Principal, thus amending para. 6 on sec. 7, which take effect on 27 May 2022;

The Forwarding Agreements concluded until 24 May 2018 are subject to the General Terms and Conditions of Cooperation applicable until that date.