

**GUOTAI - HUARONG (POLAND) SP. Z O.O.**  
**GENERAL PURCHASE CONDITIONS**  
**August 2024**

These General Purchase Conditions (“GPC”) apply to any agreement between **Guotai – Huarong (Poland) Sp. z o.o.** with its registered office in Prusice (55-110), Poznańska Street, 2, registered in the National Court Registry at the District Court for Wrocław–Fabryczna in Wrocław, IX Commercial Division of the National Court Registry, the registration number (KRS): 0000713929, REGON (National Business Registry Number): 369284425, Tax Identification Number (NIP): 8992839878, The Database of Wastes Number (BDO): 000118399, the share capital: 2.150.000,00 PLN (“**Buyer**”) and any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so (“**Seller**”) on the purchase of goods and/or services.

### 1. Definitions

**Parties:** Buyer and Seller.

**Party:** Seller or Buyer.

**Purchase Order:** the purchase order form indicated in Appendix no. 2 or by which the Buyer accepts the offer of a Seller;

**GTHR Group:** a group of companies affiliated by persons or capital.

### 2. Applicability & Formation of the Agreement

- 2.1. These GPC’s constitute an integral part of the agreement concluded between the Seller and the Buyer as a result of the submission of the Purchase Order to the Seller by the Buyer and shall apply to all Purchase Orders submitted to the Seller by the Buyer unless other provisions have been agreed in writing between the Buyer and the Seller. These GPC’s shall apply to all of agreements regardless of the form in which they are concluded, including in particular agreements concluded in writing, orally, by telephone, as well as those concluded with the use of means of communication enabling remote communication, including means of electronic communication.
- 2.2. The Seller’s general terms and conditions are hereby expressly excluded, unless it has been explicitly agreed otherwise in writing.
- 2.3. These GPC’s shall apply only to entrepreneurs within the meaning of the Article 431 of the Polish Civil Code.
- 2.4. Any modification to the Seller’s offer made by the Seller and not accepted by the Buyer in writing is considered as null and void.
- 2.5. Any agreement between the Seller and the Buyer is formed no sooner than the Buyer has expressly accepted an offer from the Seller in a form of a Purchase Order in writing.
- 2.6. Any expenses incurred with respect to the drafting of offers are borne by the Seller.
- 2.7. All of the Agreement concluded between the Parties, in order to implement the Agreement must be in writing or its equivalent, unless the Agreement or these GPC’s

allows another form.. The delivery of the correspondence is understood either as reception of the written document delivered by post or, respectively, reception of an electronic message (e-mail).

- 2.8. An offer of the Seller together with the Purchase Order, provided both are signed by authorized persons indicated in the relevant official registers of entrepreneurs or include power of attorney for the person, who represents the Seller, together and under these GPC, constitute a contract within the meaning of the Civil Code.
- 2.9. In the event of a contradiction between the terms of the Offer, the terms of the Purchase Order or the terms of the GPC, the terms of the Purchase Order take precedence.

### 3. Delivery / Transport of goods

- 3.1. Delivery of goods should take place in the manner and at the place as well as the time set out in the Purchase Order and according to the agreed in the Purchase Order, relevant ICC INCOTERMS rule (in the most recent version). If the Agreement does not specify the terms of delivery, the INCOTERMS 2020 DAP rules shall apply.
- 3.2. When shipping, the relevant rates, transport and packing regulations of the railway, road transport, sea carriage and air traffic etc. must be observed by the Seller, in particular with respect to any regulations on customs and dangerous goods. In addition, shipping options most favourable for Buyer shall be selected unless the Buyer has explicitly given specific instructions on shipping. In case of a doubt, the Seller shall contact the Buyer to determine the details of shipping/performance.
- 3.3. Goods or components of the goods and/or service that are not listed in the Seller's Offer, but are indispensable for the safe and intended operation or proper use of the goods and/or service in accordance with the agreed or required statutory characteristics, shall - unless otherwise agreed - be deemed to be a component part of the goods and/or service, which the Seller shall deliver together with the goods and/or service.
- 3.4. The Seller is not allowed to deliver the goods sooner than stipulated in the Agreement except with the prior consent of the Buyer in writing or in a documentary form. Should the Seller deliver any goods before the date stipulated in the Agreement, without the above mentioned consent, the early delivery shall be at Seller’s own expense and risks and the payment of this delivery will not be effected before the initial date foreseen in the agreement.
- 3.5. The Seller is obliged to inform the Buyer immediately of any delay or foreseeable delay in the execution of the agreement.

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- 3.6. Exceeding the delivery time by the Seller results in the Seller being in default. Moreover, in case of total or partial failure or delay in the delivery lasting at least 2 weeks, the Buyer reserves the right to cancel all or part of the order under the Agreement, i.e. the right to withdraw from the Agreement or, respectively, the right to terminate the Agreement with immediate effect (without period of notice).
- 3.7. Unless otherwise agreed in Purchase Order, the Seller is not entitled to make partial deliveries.
- 3.8. The delivery is complete at the moment when the goods have been received by or on behalf of the Buyer and the Buyer has signed a delivery confirmation. Any acceptance of delivered goods by the Buyer shall not constitute a waiver of any right by the Buyer, in particular under the statutory warranty or guarantee. The signing of a delivery confirmation does not affect the fact that the goods delivered can be rejected later.
- 3.9. The Seller is not entitled to suspend its delivery obligation in case the Buyer fails to perform one or more of its obligations.
- 3.10. The Buyer is not bound by any period set by the Seller in which the Buyer should inform the Seller (at least in the documentary form) that the goods delivered have been rejected or after which the Buyer can no longer lodge a complaint.
- 3.11. The Seller, its agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on the Buyer's property and to all rules and regulations imposed by law.
- 3.12. Only packaging complying with the objectives and requirements of the Polish environmental law, in particular with the Act on packaging and waste packaging management in its current version shall be applied and accepted.
- 3.13. Where for deliveries by the Seller waste products within the meaning of environmental law are generated beyond the packaging, the Seller must process or remove such waste, except where otherwise agreed in writing, at its own expense and risks in accordance with the provisions of environmental law. To the furthest extent permitted by legal provisions in force, all environmental law obligations connected to the execution of the Agreement shall be carried out by the Seller and the Buyer shall be exempted from any liability arising therefrom.
- 3.14. The Seller guarantees that the goods supplied by it comply with the provisions of EC Regulation no. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation). Substances contained in the Seller's goods are, to the extent required by the provisions of the REACH Regulation, pre-registered or registered after the expiration of the transition periods, unless the substance is exempt from registration. The Seller shall

provide safety data sheets for the goods in accordance with the REACH Regulation or the information required under Article 32 of the REACH Regulation, as applicable. Upon Buyer's request, Seller shall further provide the information required under Article 33 of the REACH Regulation.

#### **4. Ownership and risk**

- 4.1. Ownership and risk of goods are transferred to the Buyer at the moment of delivery, unless (i) it has been agreed otherwise or (ii) the goods are rejected by the Buyer upon or after delivery.
- 4.2. The Seller guarantees that unencumbered ownership of goods is acquired.
- 4.3. The Seller waives any retention rights and rights of revendication it may have.
- 4.4. The Seller has to take out insurance against transit damage, at its own risk and expense.

#### **5. Execution of services**

- 5.1. The execution of services must be effected in the manner and at the time as set out in the agreement.
- 5.2. Exceeding the time set for initiating or completing the performance of services by the Seller results in the Seller being in default. Moreover, in case of total or partial failure or delay in the completion at the due date, the Buyer reserves the right to (i) cancel all or part of the Purchase Order under the agreement i.e. to withdraw from the Agreement in whole or in part, or, respectively, to terminate the Agreement without observing a period of notice in whole or in part, and, moreover (ii) to place automatically such cancelled part of the Purchase Order with another contractor at Seller's expense and risks and without any summons being necessary therefore.
- 5.3. The provision of services is completed when the Buyer has confirmed in writing that the services provided have been performed and approved. Any confirmation of completion of provided services by the Buyer shall not constitute a waiver of any right by the Buyer, in particular under the statutory warranty or guarantee. The Seller is responsible for all of the actions or omissions of its sub-contractors and all of the persons whom Seller uses in the execution of the Agreement like for its own actions or omissions.
- 5.4. The Seller is not entitled to suspend the execution of services if the Buyer should fail to meet one or more of its obligations.
- 5.5. The Buyer is never bound by any period set by the Seller in which the Buyer should inform the Seller that the provided services have been rejected or after which the Buyer can no longer lodge a complaint.
- 5.6. The Seller, its agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on Buyer's

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property and to all rules and regulations imposed by law.

- 5.7. In providing services, the Seller is obliged to comply with environmental law, in particular with current regulations on packaging and packaging waste management and waste management regulations.
- 5.8. If any waste in terms of environmental law is generated in the performance of the Seller's services, the Seller must recycle or remove such waste in accordance with the provisions of environmental law at its own expense and risk, unless otherwise agreed in writing. To the fullest extent permitted by applicable laws and regulations, all environmental law obligations related to the execution of the Agreement shall be performed by the Seller only and the Buyer shall be relieved of any liability arising therefrom.

#### **6. Payment and invoicing**

- 6.1. All prices are fixed, not amendable and include packing material, transport, customs duties and/or any other expenses incurred by the Seller with respect to the fulfilment of its obligations, unless it has been otherwise agreed in writing. As a rule, the packaging will be considered non-returnable. If the Seller requires the Buyer to return any packaging materials to the Seller, this must be clearly stated in the Seller's Offer. The risk of price changes, in particular, the risk of changes in prices of raw materials and/or changes in the cost of services shall be borne exclusively by the Seller. Such changes in the cost of services or changes in the price of raw materials shall not justify any demand for a price adjustment or any right to suspend the performance of the Purchase Order on the part of the Seller, in the absence of other explicit provisions, and shall not constitute a case of force majeure.
- 6.2. The Buyer shall pay the goods supplied or the services provided within 30 (thirty) days after the receipt of correctly issued invoice and any relating documentation and on condition that the goods supplied or the services provided have been approved.
- 6.3. Failure to comply with the requirements relating to invoice data, gives the Buyer the right to suspend the Buyer's obligation to pay the Seller. The date on which the Buyer's bank account is debited shall be deemed to be the date of payment.
- 6.4. Any payment made by the Buyer shall not constitute a waiver of any right by the Buyer, nor does it constitute any confirmation of the proper execution of the Agreement.
- 6.5. The Seller shall comply with all laws concerning VAT and will hold the Buyer exempt for any obligation to pay the VAT and other charges to the extent such VAT or other charges are due to the Seller's noncompliance.
- 6.6. Seller's remuneration may be subject to withholding tax, if Seller's registered office is situated outside the territory of Poland. Seller's remuneration shall be

reduced by the amount of the withholding tax calculated and deducted by the Buyer pursuant to a double taxation treaty.

- 6.7. For invoices issued by the Seller with indication of their PL VAT number, the payment will be done by the Buyer by default under application of the Polish split payment mechanism, regulated by Polish tax regulations, even if in a given situation application of such mechanism is not mandatory.

#### **7. Guarantee and defectiveness of goods**

- 7.1. The Seller guarantees (a) that the delivered goods and provided services are free from any defects which would reduce the value or usability due to the arrangements contained in the Agreement; (b) that it is legally authorized to sell and deliver the goods to be supplied or the services to be provided, (c) that goods or services are free from defective materials and workmanship, (d) that the use or sale of the goods or services will not infringe any third-party patent or other intellectual property right, (e) that the goods or services are complete with and accompanied by all data and instructions required for correct and safe usage, and (f) that the goods or services will be produced, sold and delivered in compliance with all applicable laws and regulations.
- 7.2. Unless agreed otherwise in writing, a guarantee period shall apply of at least two years as from the date of delivery of the goods or the execution of the services.
- 7.3. In case of a defective goods and/or service, the Buyer may, at its discretion, demand from the Seller any or all of the following means of complaint: (a) the goods to be replaced/service to be performed again – within the time indicated by the Buyer, (b) that repairs be carried out – within the time indicated by the Buyer or (c) the remuneration reduction in the relevant part, d) refund the price paid by the Buyer for the return of defective goods to the Seller.
- 7.4. If a term set by the Buyer for removing the defects has passed with no avail, the Buyer shall be authorized to remedy the defects at the expense of the Seller, withdraw from the agreement, reduce remuneration and / or demand damage and/or expense compensation.
- 7.5. The Seller shall be obliged to fully cooperate during all inspections of goods/services provided. Any inspections by the Buyer of the goods or services shall not release the Seller from any claim, liability, or obligation.
- 7.6. Unless otherwise agreed by the Parties, the inspection of incoming goods by the Buyer shall be limited to the discovering of externally visible transport damage and to the observing the quantity and identity of the ordered goods on the basis of the delivery documents / Purchase Order itself. Defects discovered at a later

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date will be reported to the Seller by the Buyer immediately upon their discovery.

## **8. Liability**

- 8.1. The Seller is liable for any damage that is suffered by the Buyer and/or any subsequent purchasers or users, including – eventually – the consumer of the goods delivered (whether or not processed) due to a failure of the Seller to meet its obligations, including damage caused by culpable delays and/or due to any act or failure to act by the Seller or by the Seller's staff or any third parties engaged by the Seller. The Seller shall be liable for both direct and indirect damages, including lost profits for the Buyer.
- 8.2. The Seller shall indemnify the Buyer against any possible claims of the third parties with respect to the agreement concluded between the Seller and the Buyer.
- 8.3. The Seller is obliged to take out sufficient insurance against the damage referred to in article 8.1. The Seller shall, at the Buyer's first request, allow the Buyer to inspect the relevant policies. Unless otherwise agreed by the Parties, the insurance total sum of the Seller's insurance policy shall be not less than the gross value of the goods / services subject to the Agreement and shall remain in force until the date of receipt of the goods or acceptance services by the Buyer.
- 8.4. Neither Buyer nor its employees, authorized representatives and agents are liable to the Seller, its sub-contractors, employees, authorized representatives and/or agents for any damages, including loss of profit and consequential loss unless the damage has been caused by them intentionally.
- 8.5. If the goods or services are not supplied/rendered on the expected delivery date and such delay is due to the Seller's fault, the Seller shall subtract an amount mentioned below from the agreement value as a way of paying damages to buyer: (i) 1 % of total agreement value per week of delay [initial two (2) weeks after delay], (ii) 3% of total agreement value per week in delay [three (3) weeks and after].
- 8.6. The reservation of any contractual penalties in the Agreement shall not preclude the Buyer claim for additional compensation under the general rules of Polish law.
- 8.7. Notwithstanding the above-mentioned subtraction amount, the Buyer may withdraw from the Agreement or terminate the Agreement with the immediate effect (without notice) by sending a declaration in writing or by electronic correspondence (in documentary form) and reject the Seller's delivery and work in whole if the delay or a culpable delay on the part of the Seller exceeds eight (8) weeks.

## **9. IP rights**

- 9.1. If in the course of performance of the Agreement the Seller creates a work within the meaning of the Polish Act of 4th February 1994 on Copyright and Related Rights ('Copyright Work'), the Seller transfers, at the time of handing such Copyright Work to the Buyer, all of the Seller's economic copyrights to the Copyright Work, under the remuneration agreed in the Agreement.
- 9.2. The transfer of economic copyrights to the Copyright Work shall take place in all fields of exploitation known at the time of such transfer, including in particular those fields that are referred to in Art. 50 of the Act on Copyright and Related Rights, in particular:
  - a) in terms of producing copies of the Copyright Work by a specific technique, including printing, reprography, magnetic recording and digital technique;
  - b) within the scope of circulation of the original or copies on which the Copyright Work has been fixed - marketing, lending or leasing of the original or copies;
  - c) within the scope of dissemination of the Copyright Work by means other than specified in letter b - public performance, exhibition, display, reproduction, as well as broadcasting and rebroadcasting, as well as making the Copyright Work available to the public in such a way that everyone can have access to it at a place and time of their own choosing;
  - d) translation, adaptation, rearrangement or any changes in the Copyright Work (in particular by making abbreviations, summaries, elaborations);
  - e) use of the Copyright Work in administrative and other proceedings, including for obtaining permits, permissions and other approvals, and use of the Copyright Work as part of notifications and applications submitted to public authorities by the Buyer;
  - f) introduction into the memory of computers, into data communications networks (direct communication) including, in particular, the Internet, in an unlimited number of and volume of print runs, including introduction into another electronic medium (e.g. server, tablet, smartphone, reader, communicator, flash drive, memory card, storage medium), as well as reproduction, multiplication, modification or making available using a computer or other electronic medium, and deletion, including making available in a manner that allows simultaneous access or modification by more than one person, as well as introduction, storage, use and deletion using so-called cloud computing solutions.

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- 9.3. At the moment of transfer of economic copyrights as part of the remuneration set in the agreement, the Seller gives the Buyer the right to dispose of and use any derivative rights (related rights) without the necessity of obtaining any additional consent within the broadest legally permissible scope.
- 9.4. The ownership rights and copyrights to any designs, drawings, samples and other documents made available to the Seller belong to the Buyer. Such materials shall not be reproduced or disclosed to any third parties without a prior written consent (under pain of nullity) of the Buyer.

**10. Confidentiality**

- 10.1. In case the Seller in the context and/or the execution of an agreement comes into possession of confidential information of the Buyer, the Seller undertakes to keep the confidential information in secret and not disclose or provide to any third party or be used in any other way for any purpose other than the execution of the agreement without prior written consent under pain of nullity. The Seller will be held responsible for all damages caused by any breach of the confidentiality obligation by the Seller, its employees, officers, agents or subcontractors.
- 10.2. Moreover, it is strictly forbidden for the Seller, or any third party, to take photographs of installations or equipment, even when supplied or set up by the Seller, without prior written consent of the Buyer under pain of nullity.
- 10.3. The Seller is obliged to impose the same obligation as referred to in the present article 10 upon its employees, subcontractors or any third parties it engages in the execution of the Agreement.
- 10.4. In the event of breach of confidentiality obligations by the Seller or the persons referred to in to in section 10.3 above, the Buyer shall have the right to demand from the Seller payment of a contractual penalty in the amount of PLN 50.000 for each case of breach. This does not exclude the right on the part of the Buyer to demand additional compensation under the general rules for the factual damage from breach of confidentiality by the Seller.
- 10.5. If the Parties have entered into a separate non-disclosure agreement (NDA), the provisions of the aforementioned agreement shall prevail over the non-disclosure provisions of these GPC's.

**11. Jurisdiction, applicable law & final provisions**

**11.1. Applicable law**

The agreement concluded between the Buyer and the Seller, shall solely be governed by the law of the Poland. The provisions of the United Nations Convention on International Purchase Agreements (CISG, Vienna, 11 April 1980) are not applicable.

**11.2. Disputes**

The exclusive place of jurisdiction is the place of registered office of the Buyer, provided that the Buyer shall always be permitted to bring any action or proceeding, against Supplier in any other court of competent jurisdiction.

**11.3. Force majeure**

- 11.3.1. Neither Party shall be liable for delay or non-performance of part or all of the agreement to the extent such performance has been prevented, delayed or hindered as a result of an event beyond the Parties' control which could not have been foreseen or reasonably avoided, including but not limited to general strikes, epidemics, floods, earthquakes, wars, embargoes and civil unrest. Force Majeure does not include strikes, lockout or other labour disputes initiated by or involving only employees of the organizations of either Party. Events or effects of events that were known to the Parties to the Agreement on the date of its conclusion, e.g., already ongoing armed conflicts, pandemics, etc., do not constitute a case of force majeure. However, the above limitation shall not apply to new and unknown as of the date of conclusion of the Agreement the effects of such events, e.g. new restrictions or limitations.
- 11.3.2. The Party claiming Force Majeure shall, within 5 days from the occurrence of the Force Majeure event, provide the other Party with relevant evidence and notify it of the impossibility / possible impossibility or delay / possible delay in the performance of the agreement, making all commercially reasonable efforts to mitigate the effects of such Force Majeure event.
- 11.3.3. If the Seller invokes Force Majeure, then the Buyer shall be entitled to purchase similar goods or/and services from alternative sources, in which case the Buyer shall be relieved from the obligation to purchase the goods or/and services from the Seller

**11.4. No assignment**

The Seller undertakes not to cede, assign or otherwise transfer its rights and/or obligations under the agreement in whole or in part without the prior consent of the Buyer given in writing, otherwise null and void. The Buyer will not refuse to give its consent without justified reasons. The above mentioned restriction do not apply to the situation referred to in the Article 9a of the Polish Law of March 8, 2013 on the Prevention of Excessive Delays in Commercial Transactions (Journal of Laws of 2013, item 403, as amended). The Seller hereby consents that Buyer may cede, assign and/or otherwise transfer its rights and/or obligations under the agreement in whole or in part upon notice to the Seller in writing or in

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documentary form. Subject to the previous sentence the Parties unanimously agree that no entity, other than a Party hereto, may demand any rights or benefits under the Agreement from the other Party.

**11.5. Settlement**

The Buyer is entitled to deduct from the amounts which it owes for whatever reason to the Seller or to other companies forming part of the same group as the Seller the amounts which the Buyer or other companies forming part of the GTHR Group can claim for whatever reason from the Seller or from other companies forming part of the same group as the Seller. The Parties indemnify each other and each other's group companies against claims for payment of amounts which have been deducted on the grounds of the present article.

**11.6. Personal Data Protection**

Rules on processing of personal data shall be described in Attachment No. 1 hereto.

**11.7. CE marking**

Offered and delivered equipment or goods have to be compliant with Polish and European Union law requirements defined in the relevant directives or regulations, concerning the CE (Conformité Européenne) marking. All documentation as required by law shall be available in Polish. Buyer requires full support during process of risk assessment and certification of group of machines, where applicable.

**11.8. Language**

In case of nonconformity between the English and the Polish text of the GPC, unless otherwise expressly agreed between the Parties, the Polish text will prevail. The Buyer reserves the right to modify these GPC at any moment. The new GPC come into force on the day of their publication on the website of the Buyer or delivery to the Seller, whichever occurs first.

**11.9 Entering into force**

These GPC's shall come into force as of the date of publication on the GTHR website and shall replace all previously applicable "general terms and conditions of purchase" with respect to Purchase Orders and Agreements entered into as of the effective date of these GPC's.

**11.10 Salvatory Clause**

If one or more provisions of these GPC's or the Purchase Order are or become invalid or ineffective, this shall not affect the validity or effectiveness of their remaining provisions. The invalid or ineffective provision shall be replaced by the provision of the GPC

or the Purchase Order that comes closest to achieving the purpose intended by the Parties.

**11.11 The Attachments**

The following Attachments are an integral part of the GPC:

- The Attachment no. 1 – Personal data processing conditions,
- The Attachment no. 2 – Purchase Order form

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**Attachment no. 1**

**PERSONAL DATA PROCESSING CONDITIONS**

**1. Provision of the personal data of employees, associates and representatives of the Parties**

- 1.1. For the purpose of performing the agreement under the GPC, it is necessary for the Parties, acting as separate data controllers, to share personal data of employees, associates and representatives of the Parties.
- 1.2. The Parties shall process the personal data provided, in particular name, position and contact details, as separate data controllers under their own responsibility and in accordance with the provisions of law.
- 1.3. The Parties undertake to implement appropriate technical and organizational measures to ensure the protection of personal data processed. The level of protection of personal data should be appropriate to the risk of infringement of the rights and freedoms of natural persons in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of personal data or unauthorized access to personal data.
- 1.4. The Seller is obliged to provide the persons referred to in paragraph 1.1 above, with the information on the Buyer's data processing referred to in paragraphs 1.5 – 1.16 below and is fully liable to the Buyer in that matter.
- 1.5. The Controller of the personal data of employees, associates and representatives of the Seller, provided in the course of cooperation / performance of the agreement is Guotai-Huarong (Poland) Sp. z o.o. with its registered office in Prusice (55-110), Poznańska 2 Street (hereinafter: the "Controller").
- 1.6. You can contact the Controller in writing at the above-mentioned registered office of the Controller or by e-mail: [kontakt@gthr.pl](mailto:kontakt@gthr.pl)
- 1.7. The Controller may process the following personal data in connection with the business relations and contacts:
  - a. identification data;
  - b. contact data;
  - c. data related to professional position or qualifications.
- 1.8. The Controller processes data that may be provided by its controller, i.e. the Seller.
- 1.9. Personal data will be processed for the following purposes:
  - a. the establishment of cooperation;
  - b. the conclusion and performance of the agreement;
  - c. to comply with the Controller's legal obligations, in particular accounting and tax obligations;

- d. to respond to any inquiries or requests and to maintain further correspondence / contact in this regard;
  - e. to market of the Controller's products and services;
  - f. to carry out the internal administrative purpose of the GTHR Group;
  - g. the establishment, exercise and defence of claims.
- 1.10. The legal basis for the processing of personal data is:
    - a. the necessity to perform of a contract or in order to take steps prior to entering into a contract or
    - b. the necessity to comply with a legal obligation to which the Controller is subject or
    - c. legitimate interests of the Controller, which shall be understood as: marketing of the products and services of the Controller, performing the internal administrative purposes of the Controller and the GTHR Group, responding to any inquiries or requests and maintaining further correspondence / contacts in this regard and the establishment, exercise and defence of claims.
  - 1.11. The provision of personal data is voluntary, but necessary for the cooperation or contact. Refusal to provide the data may make cooperation or contact impossible.
  - 1.12. The recipients of the personal data may be the Controller's business partners and other contractors who assist the Controller in the organization of the work, marketing, correspondence services, provision of consultancy or legal assistance and IT services, other companies of the GTHR Group, as well as the Controller's employees / associates – to the extent necessary to perform the cooperation and improvement of the internal processes in the Controller's organization.
  - 1.13. The Data will be stored by the Data Controller for above-mentioned purposes for the duration of the Agreement, and then until the expiry of the limitation period for any claims relating to the Agreement, unless another specific data processing period is provided for by applicable legal provisions.
  - 1.14. The Data may be transferred outside the European Economic Area, for the purpose and in connection with the implementation of the internal administrative purposes of the Controller. In such cases, the Controller shall ensure the protection of the Data, in particular, by applying the standard data protection

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clauses adopted by a decision of the European Commission or by transferring Data to countries for which the European Commission has issued a decision establishing an adequate level of data protection. You may obtain a copy of the data protection safeguards for data transferred outside the European Economic Area by contacting the Controller by using the above-mentioned contact details.

- 1.15. The Controller does not carry out any activities involving automated decision-making, including profiling.
- 1.16. Regarding the nature and basis of the processing, the data subject has the right: to access to the Data, including the right to obtain a copy of the Data, to request its rectification, erasure or restriction of processing the Data or to object to its processing, the right to Data portability to another controller, as well as the right to lodge a complaint to a supervisory authority – on the basis of the general legal regulations.

**2. Data Processing Agreement (hereinafter: „DPA“)**

- 2.1. Within the personal data shared under the Agreement, the Data Controller shall, to the extent required by the rules of cooperation, entrust such Data to the Seller (hereinafter: the “**Processor**”) for processing to the scope necessary for the performance of the agreement and shall instruct the Processor to process such Data.
- 2.2. The Parties have agreed that the Data Controller shall be responsible for processing the personal data (hereinafter: the “**Entrusted Data**”) in accordance with the legal provisions, i.e. the legal acts in force at the time of the conclusion of the DPA, including their possible amendments during the term of the DPA, or with other legal acts that enter into force during the term of the DPA, including their possible amendments during that term (hereinafter also jointly referred to as: the “**Legal Acts**”), in particular the Controller shall ensure that the Entrusted Data has been obtained on at least one of the processing bases listed in the Legal Acts and this basis shall remain valid during the term of the DPA.
- 2.3. Where terms defined in the Legal Acts are used in the DPA, such terms shall have the same meaning as in the Legal Acts.
- 2.4. The Processor undertakes to process the Entrusted Data in accordance with the Legal Acts and the DPA.
- 2.5. The Parties confirm that the Processor's remuneration set out in the agreement covers

the processing of personal data as set out in this Agreement and the performance of all the obligations set out herein.

- 2.6. The Processor may process the Entrusted Data no longer than for the duration of the DPA, subject to paragraph 13.2 below.
- 2.7. The Processor shall be liable for the actions of any other persons with whom it processes the Entrusted Data (including subcontractors), as for its own actions and omissions.

**3. Characteristics of the Entrusted Data**

- 3.1. The Parties are obliged to define the file and scope of the Entrusted Data in the agreement or in the Purchase Order. The file and scope of the Entrusted Data may also result from a separate Buyer’s instruction to the Seller. Unless the Parties have agreed otherwise under separate agreement, the Entrusted Data shall constitute personal data of employees, associates and representatives of the Controller, and its scope shall be as follows:
  - a. identification data, in particular name and surname,
  - b. contact data, in particular telephone number and e-mail address,
  - c. data relating to professional position.
- 3.2. The Processor may process the Entrusted Data only for the purpose specified in the agreement.
- 3.3. The Processor is authorized to process the Entrusted Data by collecting, storing, viewing, recording, organizing, structuring, modifying, retrieving, using, disclosing by transmission, dissemination or otherwise making available, matching or combining, restricting, deleting.
- 3.4. The nature of the data processing is determined by the nature of the service specified in the agreement. In particular, the Entrusted Data shall be processed repetitively, in accordance with the service specified in the agreement.
- 3.5. The Processor undertakes not to use the Entrusted Data for purposes other than those expressly stated in the DPA or for the benefit of third parties.

**4. Instructions from the Controller**

- 4.1. The Controller has the right and obligation to decide on the purposes and methods of the processing of the Entrusted Data and to give instructions to the Processor in this regard. The instructions shall be set out in the DPA and may be given at any time by the Controller and communicated to the Processor in a documented form, i.e. in writing or electronically.
- 4.2. The Processor shall process the Entrusted Data only on the basis of documented instructions



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from the Controller, unless required to do so by the Legal Acts; in such a case, the Processor shall inform the Controller of such legal requirements prior to processing, unless such law prohibits such information for important grounds of public interest.

- 4.3. The Processor shall promptly comply with the Controller's instructions regarding the processing of the Entrusted Data, in particular with regard to its security, unless such instructions are contrary to the provisions of the Legal Acts.
- 4.4. In the event that the Processor considers that the instructions given by the Controller may infringe the Legal Acts, the Processor shall immediately notify the Controller, stating the specific provisions that the instructions may infringe and the manner of such infringement. The Controller shall respond to the Processor's notification no later than 72 hours from the date of receipt of the Processor's opinion and shall decide whether to withdraw the instruction or to maintain it (in such case, the Controller shall provide a justification for the compliance of the instructions with the Legal Acts). Pending the response of the Controller, the Processor shall be entitled to suspend the processing of the Entrusted Data within the scope of the instruction. In the event of a decision to uphold the instruction to which the Processor has objected, the Controller shall be responsible for the processing of the Entrusted Data.

## **5. Safety of the processing**

- 5.1. The Processor declares to take all the measures required by the Legal Acts, in particular to implement appropriate technical and organizational measures to ensure the security of the Entrusted Data appropriate to the risk and the types of the Entrusted Data protected, and in particular to prevent unauthorized disclosure, use by the unauthorized person, processing in breach of the Legal Acts as well as from alteration, loss or damage.
- 5.2. In determining the appropriate level of security, the Parties shall take into account the state of the technical knowledge, the cost of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 5.3. The Processor is entitled and obliged to decide on the technical and organizational security measures to be applied in order to achieve the necessary (and agreed) level of security for the Entrusted Data. In any case, the Processor shall

implement, in any event, at least the following measures, as agreed with the Controller:

- a. to grant the access to the Entrusted Data only to the necessary (limited) persons (employees / associates) to the extent strictly necessary for the performance, management and monitoring of performance of the contract,
  - b. in the event the Entrusted Data are processed in paper form – to store them in locked cabinets / rooms to which only authorized persons have access,
  - c. in the case of the Entrusted Data processed in electronic form (IT systems) – to ensure that access is possible only after logging into the IT system, using a dedicated, unique identifier for the exclusive use of the authorized person and a password with an appropriate level of difficulty (at least 8 characters, upper- and lower-case letters, at least one digit and one special character).
- 5.4. The Processor undertakes to provide the Controller with a list of organizational and technical measures implemented by the Processor, including the information on the location of the processing of the Entrusted Data, both in paper and electronic form (location of the servers), no later than the moment of signing the agreement, unless the Controller declares that it exempts the Processor from this obligation, which does not exclude the Processor's obligation to have and provide the Controller with the aforementioned list upon each request, within no more than 3 working days from the date of the request.
  - 5.5. The Processor shall ensure that the persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The Processor undertakes not to disclose to unauthorized persons any information about the Entrusted Data, in particular about the safety measures and safeguards applied by the Processor or by the Controller to the Entrusted Data.
- ## **6. Support for the Controller**
- 6.1. The Processor shall immediately inform the Controller of any request from a data subject. The Processor shall not respond to requests on its own unless the Controller has given its consent.

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- 6.2. The Processor, taking into account the nature of the processing, shall assist the Controller by means of appropriate technical and organizational measures, i.e. assist the Controller in exercising the data subject's right to:
- access to the Entrusted Data, including the right to obtain a copy thereof,
  - rectification of the Entrusted Data,
  - erasure of the Entrusted Data ("right to be forgotten"),
  - restriction of the processing of the Entrusted Data,
  - portability of the Entrusted Data,
  - object
- and the obligation to notify rectification, erasure or restriction of the processing of the Entrusted Data.
- 6.3. The Processor, taking into account the nature of the processing and the information available, shall assist the Controller in complying with the obligations set out in the Legal Acts, to the extent required by the provisions, i.e. in particular, but not limited to:
- provide the Controller with the information on the technical and organizational measures taken by the Processor, and in the event that the Controller considers such measures to be insufficient, implement additional technical and organizational measures as determined by the Controller,
  - assist the Controller in the data protection impact assessment and at the Controller's request – in ensuring compliance with the obligations arising from the assessment and in consultation with the supervisory authority,
  - assist the Controller in the consultation with the supervisory authority prior to the data processing, where the data processing impact assessment indicates that the processing would involve a high risk, if the Controller does not take appropriate measures to mitigate the risk,
  - assist the Controller in ensuring the accuracy and validity of the Entrusted Data by promptly informing the Controller if it becomes aware that the Entrusted Data processed by the Processor are inaccurate or invalid.

## **7. Personal data breach**

- 7.1. In the event of a breach of the Entrusted Data, the Processor shall cooperate with the Controller and assist the Controller in complying with the

Controller's obligations under the Legal Act, taking into account the nature of the processing and the information available to the Processor.

- 7.2. In the event of a breach of the Entrusted Data including data processed by the Controller, the Processor shall assist the Controller, in the following, but not limited to:
- report the Entrusted Data breach to the competent supervisory authority, immediately after the Controller becomes aware of the breach, where applicable,
  - obtain the information required by the Legal Acts to be included in the Controller's notification,
  - fulfil the obligation, as provided for by the Legal Acts, to notify without undue delay the breach of the Entrusted Data, if the breach may result in a high risk of infringement of the rights and freedoms of natural persons.
- 7.3. In the event of a breach of the Entrusted Data processed by the Processor, the processor shall notify the Controller immediately upon becoming aware of the breach. The notification shall contain, at least, all the information required by the Legal Acts to report the breach of the Entrusted Data to the competent supervisory authority.
- 7.4. If it is not possible to provide all the information referred to in paragraphs 7.1., 7.2.b and 7.3 above is not possible at the same time, the initial notification shall contain all the information available at that time and the further information shall be provided without any undue delay as soon as it becomes available.

## **8. Entrusting third parties with the processing of the Entrusted Data**

- 8.1. The Processor shall comply with the conditions of using another processor's (sub-processor) services, as referred to in the Legal Acts and in this paragraph.
- 8.2. The Processor shall not be entitled to delegate the processing of the Entrusted Data to other sub-processors without the prior detailed written consent of the Controller. The Processor shall submit a request for detailed consent at least 14 days prior to the use of the sub-processor, together with the information necessary for the Controller to decide on the consent, which shall include in particular providing the Controller with the draft of the agreement referred to in paragraph 8.5 below and a list of the organizations and technical measures implemented by the sub-processor.

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- 8.3. In the event of an entrustment as referred to in paragraph 8.2 above, the Processor shall ensure that the same data protection obligations as set out in the DPA are imposed on to the third party, in particular by providing sufficient guarantees to implement appropriate technical and organizational measures in such a way that the processing complies with the requirements of the Legal Acts. The Processor shall ensure that the Controller is entitled to exercise its rights against the Processor (in particular to conduct audits and inspections) in accordance with the law and DPA, and directly against the other sub-processor. If the sub-processor fails to fulfil its obligations to protect the Entrusted Data, the Processor shall be fully liable to the Controller for the fulfilment of such obligations.
- 8.4. The Processor undertakes to maintain and make available to the Controller upon any request, a list of sub-processors, which shall be separately approved by the Controller, immediately, no later than 3 business days of the date of the request. The Parties undertake to update the list each time.
- 8.5. At the request of the Controller, the Processor shall provide the Controller with a copy of the agreement concluded with the sub-processor and, if amended, an updated version. To the extent necessary to protect business secrets or other confidential information, including personal data, the Processor may conceal the text of the agreement before making it available.
- 8.6. The Processor shall agree a third-party beneficiary clause with the sub-processor, according to which, if the Processor ceases to exist in fact or form or becomes insolvent, the Controller shall retain the right to terminate the agreement with the sub-processor and order it to delete or return the personal data.

**9. Transfer of the personal data to third country**

- 9.1. The transfer of the Entrusted Data by the Processor to a third country or to an international organization, as well as the use by the Processor of the service providers in a third country, may only take place on the basis of a documented instruction of the Controller unless required to do so by Union or Member State law to which the Processor is subject. In such a case, the Processor shall inform the Controller of that legal requirement prior to processing, unless that law prohibits such information for important grounds of public interest.
- 9.2. The transfer of the Entrusted Data to a third country or an international organization may only take place if they ensure an adequate level

of protection and provide for enforceable data subject rights and effective legal remedies.

- 9.3. If the Processor uses a sub-processor to carry out certain processing activities that involve the transfer of the Entrusted Data to a third country or to an international organization, the Controller shall agree for the third parties to ensure compliance with the transfer of the Entrusted Data by standard contractual clauses, provided that the conditions for the application of standard contractual clauses are met.

**10. Control competence**

- 10.1. The Processor shall provide the Controller, upon any request, with all the information necessary to demonstrate compliance with the obligations of the Processor, as the entity processing the Entrusted Data, as set forth in the Legal Acts, shall respond promptly and appropriately to the Controller's inquiries regarding the processing of the Entrusted Data, and shall allow for and contribute to audits, including inspections, conducted by the controller or any other auditor mandated by the Controller.
- 10.2. The Parties have agreed that the Controller shall be entitled to audit the compliance of the Processor's processing of the Entrusted Data. Audits may be carried out at a reasonable interval or if there are indications of non-compliance. In any case of an audit, the Controller shall notify the Processor of its intention to conduct an audit well in advance and the Processor shall allow the audit to take place.
- 10.3. The audit referred to in paragraph 10.2 above may include a physical inspection of the locations where the processing of the Entrusted Data takes place, the IT systems used by the Processor, as well as a request to provide documentation or information / explanations related to the processing of the Entrusted Data under the DPA. The Processor has the right to refuse to provide documentation or information/clarification to the extent to which an audit could compromise the disclosure of personal data other than that processed by the Processor under the DPA or with disclosure of a company secret. In such case, the Processor is obliged to justify its position clearly and comprehensively in writing (including electronically).
- 10.4. The Processor shall be obliged to comply with the Controller's recommendations pursuant to the DPA regarding the quality of the protection of the Personal Data and the manner of its processing, drawn up as a result of the Control,

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within the timeframe indicated by the Controller.

- 10.5. The Processor is obliged to notify the Controller of any inspection by a supervisory authority or other body if it is related to the processing of the Entrusted Data and of any letter from a supervisory authority or other body concerning the Entrusted Data, by email, immediately, but no later than 2 days from the date of receipt of the relevant letter, call or information about the planned inspection.

**11. Duration of the DPA**

- 11.1. The DPA shall come into force on the day of the conclusion of the agreement under the GPC.
- 11.2. The DPA is entered into for the duration of the agreement concluded between the Parties as referred to in paragraph 11.1 above, including paragraph 2.6 above, subject to paragraph 12.2 below.

**12. Breach and Termination of the DPA**

- 12.1. Termination of the DPA shall be governed by the relevant provision of the agreement. Termination of the agreement shall simultaneously mean the termination of the DPA and does not require a separate declaration to that effect by the Parties.
- 12.2. The Controller shall be entitled to terminate the DPA and the agreement to the extent that entrustment of the personal data is necessary for its performance, for important reasons without notice, in particular, but not limited to, the following cases:
- suspension of the processing of the Entrusted Data by the Processor pursuant to paragraph 12.1 above if compliance with the DPA is not restored within a reasonable period of time, and in any event within one month of the suspension,
  - in the event of a material or persistent breach by the Processor of the provisions of the DPA or the Legal Acts,
  - if an inspection by a supervisory authority reveals that the Processor is processing of the Entrusted Data in violation of the Legal Acts,
  - if the Processor fails to comply with a binding decision of a competent court or a competent supervisory authority regarding its obligations under the DPA or the Legal Acts,
  - if the Processor prevents the Controller from carrying out the audit referred to in paragraph 10.


**13. Deletion of the Entrusted Data**

- 13.1. After the end of the processing of the Entrusted Data, the Processor shall, on the basis of the DPA, at the choice of the Controller, delete or return all the Entrusted Data, and delete existing copies, unless the Legal Acts require the storage of the Entrusted Data.
- 13.2. The Processor shall ensure compliance with the DPA until the deletion or return of the Entrusted Data.

**14. Final provisions**

- 14.1. The Parties undertake to designate contact persons for matters relating to the execution of the DPA and to communicate their contact details to the other Party, no later than the time of signing the agreement. If either Party has appointed a Data Protection Officer, it undertakes to provide the other Party with its contact details also within the time limit set out in the preceding sentence.
- 14.2. Amendments and additions to the DPA may only be made in writing, on pain of nullity.
- 14.3. In matters not regulated by the DPA, the relevant provisions of the relevant generally applicable legal regulations and the provisions of the GPC and the agreement concluded on the basis thereof, shall apply.
- 14.4. Should one or more provisions of the Entrusted Agreement be or become invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by a provision that comes closest to the objective pursued by the Parties.
- 14.5. If the DPA and the agreement referred to in paragraph 11.1 above regulate the same matters differently, the provisions of the DPA shall prevail.

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	Zamówienie zewnętrzne/ <u>External Purchase Order</u>	Nr wydania	06
		Data	2024-03-18
		Nr strony	1/2
		Klasa poufności	1

Prusice .....

THE PURCHASE ORDER/ ZAMÓWIENIE: GTHR/PL/.../.../20...

CGPL.....

SAP No. ....

CONTRACTORS DATA/DANE KONTRAHENTÓW

SELLER / SPRZEDAWCA		BUYER / KUPUJĄCY	
COMPANY NAME/ NAZWA FIRMY		COMPANY NAME/ NAZWA FIRMY	GUOTAI-HUARONG (POLAND) Sp. z o.o.
REPRESENTATIVE TO CONTACT/ PRZEDSTAWICIEL DO KONTAKTU		REPRESENTATIVE TO CONTACT/ PRZEDSTAWICIEL DO KONTAKTU	
ADDRESS/ ADRES		ADDRESS/ ADRES	ul. Poznańska 2 55-110 Prusice, Polska (Poland)
TAX ID/ NIP		TAX ID/NIP	PL8992839878
PHONE NO./ NR TELEFONU		PHONE NO./ NR TELEFONU	
EMAIL ADDRESS/ E-MAIL		EMAIL ADDRESS/ E-MAIL	

OFFER/OFFERTA

OFFER NO./ NUMER OFERTY	
VALIDITY DATE/ TERMIN WAŻNOŚCI	
DELIVERY/SERVICE TERM/ TERMIN DOSTAWY/REALIZACJI USŁUGI	

ORDER DATA/PRZEDMIOT ZAMÓWIENIA

NO./ LP.	PRODUCT DESCRIPTION / OPIS PRODUKTU	QUANTITY/ ILOŚĆ	UNIT PRICE / CENA JEDNOSTKOWA (NETTO)	AMOUNT / WARTOŚĆ (NETTO)	NOTES / UWAGI
1					
2					
3					
4					
5					
6					
7					

TAX RATE %/ WYSOKOŚĆ PODATU VAT %	
CURRENCY/ WALUTA	
SHIPPING COST/ KOSZTY DOSTAWY	
OTHER COST/ KOSZTY DODATKOWE	
TOTAL NET VALUE/ CAŁKOWITA WARTOŚĆ ZAMÓWIENIA (NETTO)	
TOTAL GROSS VALUE/ CAŁKOWITA WARTOŚĆ ZAMÓWIENIA (BRUTTO)	

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	Guotai-Huarong (Poland) sp. z o.o.	Nr dokumentu	F-12_PL-P-8.4.01
	Zamówienie zewnętrzne/ <del>External Purchase Order</del>	Nr wydania	06
		Data	2024-03-18
		Nr strony	2/2
		Klasa poufności	1

**SHIPPING TERMS/WARUNKI DOSTAWY**

<b>SHIPPING ADDRESS/ MIEJSCE DOSTAWY</b>	Guotai-Huarong (Poland) sp. z o.o. 55-110 PRUSICE, UL.POZNAŃSKA 2, POLAND
<b>SHIPPING METHOD / METODA DOSTAWY</b>	
<b>INCOTERMS (2020)</b>	
<b>ADDITIONAL INFO ON SHIPPING / DODATKOWE INFORMACJE O DOSTAWIE:</b>	W przypadku braku informacji w ofercie o terminie dostawy, termin ten ustala się na 14 dni kalendarzowych od daty złożenia zamówienia. / In the lack of information in the offer about the delivery date, this date is set at 14 calendar days from the date of the Purchase Order
<b>REQUIRED TYPE OF PACKAGING / WYMAGANE OPAKOWANIE:</b>	
<b>REQUIRED SHIPPING TEMPERATURE / WYMAGANA TEMPERATURA:</b>	
<b>OTHER / INNE:</b>	

**PAYMENT TERMS/ WARUNKI PŁATNOŚCI**

<b>BANK ACCOUNT/ NUMER KONTA</b>	
<b>BANK NAME/ NAZWA BANKU</b>	
<b>SWIFT CODE/ KOD SWIFT</b>	
<b>METHOD OF PAYMENT/ METODA PŁATNOŚCI</b>	
<b>PAYMENT DATE/ TERMIN PŁATNOŚCI</b>	
<b>INVOICE NOTE/UWAGI DO FAKTURY</b>	Faktury proszę kierować na: <del>Please send the invoice to:</del> <a href="mailto:faktury@gthr.pl">faktury@gthr.pl</a> Na fakturze należy wskazać numer zamówienia/ <del>Put the Purchase Order No. in the invoice.</del>

**ADDITIONAL NOTES/ DODATKOWE UWAGI**

Zamawiający nie dopuszcza dzielenia zamówień (dostaw częściowych), chyba, że w wyjątkowych okolicznościach Strony uzgodnią inaczej. / <del>The Buyer does not allow the division of orders (partial deliveries), unless the Parties agree otherwise in exceptional circumstances.</del>
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**BUYER / KUPUJĄCY**

.....  
 Possible confirmation by e-mail and by e-signature /  
 Potwierdzenie możliwe poprzez e-mail i przez podpis elektroniczny

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