

TERMS & CONDITIONS

PREAMBLE

These Terms & Conditions (hereinafter referred to also as the "T&C") apply to the services (hereinafter referred to also as the "Service") provided by ECommerce Mastery Sp. z o.o., with its registered office in Warsaw, which consists in creating product content, including texts and graphics (hereinafter referred to as the "Product Contents") for its subsequent use in online stores, and separately apply in respect of each Ordering Party (Customer) and each concluded agreement, an integral part of which, apart from these T&C, is also a cost estimate.

DETAILED PROVISIONS

1. In order for ECM to properly provide and perform the Service, the Ordering Party undertakes to provide ECM no later than within 14 days since request or submission of further request (however in any case within 14 days after providing the purchase order) with source materials (e.g. graphic files, product images, source materials, catalogues, technical data, etc.), precise indications, as well as any other necessary guidelines (including, without limitation, the necessary elements that must be included in the content of the created descriptions) that allow ECM to create Product Contents which comply with the Ordering Party's guidelines, as well as comply with the applicable legal standards. If the Ordering Party fails to provide source materials within the above mentioned term, ECM shall be entitled to a contractual penalty in the amount of EUR 1.000 per each day of the delay, calculated for a period not longer than 90 days. If the Ordering Party fails to provide the source materials within this 90 days term, ECM shall be entitled to rescind from the Agreement and keep the accrued penalty.
2. The Ordering Party hereby states that, in respect of the source materials (unless they are subject to any copyrights), it will hold the entirety of economic copyrights within the meaning of the Copyright and Related Rights Act or a relevant licence, and that they are free from any third-party rights (claims), and that they are not limited or encumbered by any third-party rights or claims.

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3. The Ordering Party represents and warrants that the persons who have (may have) any claim (including, above all, author's copyrights, both moral and economic) with respect to the source materials will not make any claim against ECM relating to the said materials; in the event where such persons make any claims against ECM with respect to the materials in question, the Ordering Party undertakes to indemnify ECM immediately upon a notification by ECM against any liability in connection therewith, and at the same time waives the right to assert any recourse claims against ECM in this respect. In the case of a failure to meet this obligation by the Ordering Party, ECM will be entitled to claim liquidated damages from the Ordering Party, amounting to EUR 100,000.00, which will not exclude any claims for compensation exceeding the amount of the damages stipulated herein.

4. The Ordering Party accepts the fact that in the event where ECM has doubts whether the assurances referred to in paragraph 2 above are true, ECM will have a discretionary right to refuse to create (develop) a given Product Content based on the materials (guidelines) that ECM has doubted with respect to whether the Ordering Party is entitled to them, which will not affect the amount of remuneration due to ECM, nor will it be seen as a violation of these T&C by ECM.

5. If any additional external source materials are needed for the creation of Product Contents, the Ordering Party is obliged to purchase upfront such materials on its own.

6. ECM is obliged to prepare Product Contents upon the receipt of a relevant order from the Ordering Party. In the order, the Ordering Party is obliged to specify the type of Product Content to be prepared by ECM, as well as – each time not later than within 14 days since ECM's request - the quantity, and other elements necessary for the proper execution of the order in line with the expectations of the Ordering Party, demanded by ECM.

7. An order is deemed accepted for execution if ECM does not, no later than within 14 business days, inform the Ordering Party of the refusal to execute the order.

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8. Product Contents will be prepared by ECM and provided to the Ordering Party on a date to be agreed upon by the Parties. Upon the receipt of the prepared Product Contents from ECM, the Ordering Party, within a maximum period of 5 business days from the date of their receipt, is entitled to comment on the description provided to it. During the whole process, failure of the Ordering Party to provide any comments within the aforementioned time limit will mean that the Ordering Party has accepted the Product Contents (proposals) submitted by ECM without objection, and ECM is entitled to issue a relevant invoice for the Product Content delivered.

9. In the event where the Ordering Party submits comments (each time in a consolidated way) within the time limit indicated in the above paragraph, ECM will, within a time limit of 4 business days calculated separately with respect to a given Product Content, propose the cost estimate and the term within the Ordering Party's comments might be implemented.

10. The Parties agree that the feedback rounds procedure described in paragraphs 7-8 for the Ordering Party to comment on the Product Contents provided to it by ECM will apply a maximum of two times (once except in the case described in paragraphs 7-8). To avoid any doubts, the Parties confirm that the Ordering Party (not later than Product Content final approval) is entitled to make changes and comments which do not significantly change Product Content. If the Ordering Party continues to make any corrections, ECM will be entitled to: (i) additional remuneration for each commenced hour of work, amounting to:

- a) EUR 50.00 net for each hour of work (eMerchandiser, Designer, Project Manager, Account Manager);
- b) EUR 70.00 net for each hour of work (Copywriter, SEO specialist ENG / FRA / DE / ITA / PT / ESP / PL);
- c) EUR 100.00 net for each hour of work (Copywriter, SEO specialist of languages other than those listed above, eCommerce Analyst, PHP Developer / HTML / Frontend / Backend / Mobile);
- d) EUR 200.00 net for each hour of work (Senior eCommerce Consultant).

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11. In connection with the preparation of the Product Contents according to the Ordering Party's guidelines, as well as the marketing of the Products in compliance with the Ordering Party's discretionary decision, the Parties acknowledge that ECM is not liable for: (i) the substantive content of Product Contents (both textual and graphic), (ii) the inconsistency of Product Contents with the applicable provisions of law, including, in particular, the lack of legally required information, (iii) the product inconsistency of the Product Content with the product itself that is the subject of the description, as well as (iv) the necessity of any modifications in Product Content caused by any changes in law.

12. Without prejudice to paragraph 10 above, the Parties agree that any liability of ECM to the Ordering Party arising from the provision of the Services under this Agreement to the Ordering Party (both contractual and tort-related) is limited to the amount of remuneration received by ECM from the Ordering Party, and if the Services have been provided for a period longer than one year, to the amount of remuneration received for the period of one year preceding the event giving rise to ECM's liability, but not less than EUR 10,000.00 and not more than EUR 25,000.00.

13. ECM is entitled to remuneration for the provision of the Services in the amount set forth in Appendix 1 to these T&C (hereinafter referred to as the "Remuneration"). Unless otherwise stipulated in the said Appendix, the Remuneration is payable monthly in advance, within 14 days from the date of the receipt of a relevant VAT invoice by the Ordering Party. In the event of a delay in payment of the Remuneration, ECM is entitled to interest for the delay in commercial transactions, and in the event where the delay in payment of the Remuneration exceeds 21 days, ECM is entitled to refrain from further provision of the Services, the resumption of which will be subject to the payment by the Ordering Party of the net amount of EUR 2,500.00.

14. The Remuneration referred to in paragraph 12 above also includes remuneration for the transfer to the Ordering Party of author's economic copyrights to the Product Contents in all fields of use indicated below, as well as for the exercise of subsidiary rights, and constitutes the entire remuneration to which ECM is entitled for the transfer of author's economic copyrights to the Product Contents.

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15. Upon the payment of the Remuneration, ECM will transfer to the Ordering Party the author's economic copyrights and subsidiary rights to the Product Contents transferred to the Ordering Party without time and territorial limitations. The author's economic copyrights and subsidiary rights to the Product Contents are transferred in all known fields of use, including, without limitation:

- a) in terms of recording and reproduction – on any medium, regardless of technology, standard, system and format, in any number of copies, in particular – by printing, reprography, magnetic recording and digital technique;
- b) introduction to computer memory and ICT network, including the Internet;
- c) within the scope of trading of the original or copies on which they have been fixed – marketing, lending or renting the original or copies;
- d) in terms of distribution in a manner other than that specified in item c) – public performance, exhibition, display, reproduction, broadcasting and re-broadcasting (including by means of wire and wireless vision or sound, by terrestrial station and via satellite), making available to the public in such a way that anyone can have access to the descriptions at a time and place of their own choosing, including via the Internet and other ICT and telecommunications networks – in any system or technology (in particular - using a mobile phone and any digital devices);
- e) introduction of changes, modifications and adaptations of the product content in all the fields listed above (combining parts of product content with other works);
- f) use of the product content for advertising, promotional and marketing purposes.

16. The Ordering Party is entitled to use and dispose of the Product Contents without marking them with the ECM indication. ECM assures that it will not exercise, with respect to the Product Contents, towards the Ordering Party and its legal successors or entities authorised by the Ordering Party, its rights under personal copyrights to mark works (developments thereof) with the name or pseudonym of the author.

17. Within the Remuneration received, ECM undertakes, at the request of the Ordering Party, to transfer to the Ordering Party the author's economic copyrights covering new fields of use.

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18. In the event of violation by the Ordering Party of the copyright in the received Product Contents, including, but not limited to their use before the payment of the Remuneration due to ECM, ECM will be entitled to claim from the Ordering Party liquidated damages in the amount of EUR 50,000.00; this will be without prejudice to ECM's ability to claim damages in excess of the damages stipulated herein.

19. These T&C are binding on the Parties for the period referred to in the cost estimate. If the subject is not specified in the cost estimate, acceptance of these T&C will be equivalent to the Parties concluding an agreement for an indefinite period, which either Party will be able to terminate upon two months' notice.

20. ECM is entitled to discontinue the Services with immediate effect in the event of non-performance or improper performance by the Ordering Party of the obligations set forth herein, or when the Ordering Party breaches industry standards or principle of social coexistence in relation to ECM or its employees.

21. The application of this T&C is excluded if the parameters specified herein are not met (whether jointly or severally) for any of the following reasons:

- a) by fault of the Ordering Party, its employees, contractors or individuals acting on its behalf;
- b) a system power failure for which ECM is not at fault;
- c) any breaches occurring as a result of a force majeure event, i.e. an external event objectively preventing ECM from intervening in connection with the activities provided for in this T&C (including, without limitation, hacker attacks, natural disasters, such as floods, storms, hurricanes, etc.);
- d) extraordinary interference with the system structure, which must be carried out urgently (such decision to be made at the sole discretion of ESL) in order to avoid threats to the stability of the system or data contained in it;
- e) the unavailability of services caused by: (i) misuse, incorrect configuration or a disable command issued by the Ordering Party, (ii) system malfunction caused by software which has not been delivered by ECM, (iii) causes that render access to the system partially or fully impossible, triggered by network failures, and as such being beyond the control of ECM;
- f) the duration of system tests performed by ECM as a result of the Ordering Party's interference;

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- g) an interruption in system operation in connection with planned maintenance work or work designed to expand the system, provided that ECM gives the Ordering Party at least 24-hour prior notice;
- h) changes in law that affect the scope of ECM's obligations, such as the law applicable in the Ordering Party's country or the country of the audited entity.

22. Without prejudice to paragraph 19 above, ECM is entitled to terminate the Agreement to the extent covered by these T&C upon seven days' notice in the event of a violation of these T&C by the Ordering Party.

23. The Ordering Party is entitled to terminate the Agreement by inconvenience, within 7 days' notice. If the Ordering Party terminates the Agreement based on this clause, it shall be obliged to pay for the Product Content created till the termination, restore ECM all incurred costs, as well as to pay an additional penalty equal to 20% of the value of the Remuneration which ECM would have received, if this Agreement had not been terminated.

24. ECM reserves the right to sub-contract the fulfilment of the Services or any part thereof.

