

## Order Attachment

### GENERAL TERMS AND CONDITIONS OF ADVERTISEMENT DISPLAY IN ATMs

#### I. GENERAL PROVISIONS

##### § 1 DEFINITIONS

Whenever any of the following terms are used in these General Terms and Conditions of Advertisement Display in ATMs or in the Order, they shall have the following meanings

1. **AMS** – AMS S.A. with the seat in Warsaw (00-732) at ul. Czerna 8/10, Tax ID (NIP): 782-00-21-306, entered in the Register of Enterprises of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register under number KRS 0000079299, with the share capital of PLN 9,797,370.00, fully paid-up;
2. **ATM** – an ATM or another device (such as CDM, dual machines, recyclers, etc.) of the IT CARD network made available for AMS on which the service of Advertisement Display is to be rendered;
3. **Personal Data** – information about an identified or identifiable natural person; an identifiable natural person is a person that may be directly or indirectly identified, in particular based on such an identifier as: name, surname, residential address;
4. **Business Day** – each day of the week except for Saturdays, Sundays and public holidays;
5. **Welcome Screen** – a screen that may contain the Advertisement, shown on the ATM screen between the termination of the previous and the commencement of another Transaction or another operation executed in the ATM by the user. The ATM shall have no more than 6 Welcome Screens displayed one after the other;
6. **Post-authorisation Screen** – a screen that may contain the Advertisement, shown on the ATM screen when, in the course of the Transaction execution, the user is waiting for the return of the card or receipt of cash and the receipt;
7. **Goodbye Screen** – a screen that may contain the Advertisement, shown on the ATM screen after the Transaction is terminated and the cash is taken from the ATM;
8. **ATM Screen** – the Welcome Screen, the Post-authorisation Screen or the Goodbye Screen;
9. **Advertisement Display** – a service rendered by AMS for the benefit of the Client consisting in displaying the Advertisement of the Client on ATM Screens, described in the Order;
10. **Agora Capital Group** – Agora S.A. with all of its subsidiaries;
11. **Advertising Campaign** – all activities performed by AMS in order to execute the Advertisement Display in ATMs on the terms and conditions specified in the Order;
12. **Client** – a natural or a legal person, or an organisational unit without legal personality which carries out business and professional activity in its own name, which orders an Advertising Campaign in ATMs;
13. **Advertisement** – an advertising message or a message of a different nature which promotes products, services, a brand, etc., provided by the Client, displayed without sound on ATM Screens;
14. **Transaction** – a transaction consisting in withdrawal of cash from an ATM or payment of cash into an ATM, executed with the use of a payment card, excluding contactless transactions;
15. **Order** – a relevant form to place an order with AMS, on the basis of which the Client orders the service of Advertisement Display, specifying in particular the type of Advertisement, ATMs on which it will be offered, the advertising medium (in particular the type of ATM Screen), the Display Period and other arrangements of the Parties. In the event of any discrepancies between the Order and the General Terms and Conditions, the provisions of the Order which constitutes basis for the performance of the service of the Advertising Campaign execution, together with appendices and annexes, shall prevail;
16. **Request for Quotation** – a request for quotation submitted to AMS by the Client concerning the terms and conditions of conducting of a particular Advertising Campaign, which includes at least the following data:
  - a) particulars of the Client (full business name used by the Client, Tax ID, address),
  - b) name of the product or industry the Advertisement pertains to,
  - c) duration of the envisaged Advertising Campaign,

d) detailed Campaign parameters, in particular the number of ATMs, territorial scope, location preferences, target group, etc.

17. **General Terms and Conditions** – these general terms and conditions of advertisement display in ATMs.

## § 2 ADVERTISEMENT CONTENT

1. AMS reserves the right to assess each Advertisement presented by the Client in order to perform the Display as to its compliance with applicable provisions of law and decency. Should AMS question the content of the Advertisement, the Client shall change it so that its content raises no legal doubts.

2. The Client shall obtain (by intermediary of AMS) approval of the content and the form of Advertisements from the owner/administrator of ATMs in which Advertisements will be displayed.

3. In view of sections 1 and 2 of this paragraph, the Client shall deliver the Advertisement to AMS **at least 5 Business Days** before the commencement of the Display.

4. Failure to meet the respective time limit indicated in section 3 above by the Client may result in shortening the Display period, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.

6. AMS reserves the right to refuse to execute of any Advertising Campaign or to cease the Advertisement Display if:

- a) the Advertisement violates the law (e.g. ban on advertising pertaining to e.g. gambling games, alcoholic beverages, tobacco products), decency (including advertisements that are erotic, advertisements showing drastic scenes, etc.), offends human dignity, or may for other reasons be considered an act of unfair competition,
- b) written reservations concerning the Advertisements have been raised by a third party or a competent authority,
- c) reservations concerning the Advertisements have been raised by an institution appointed to control the observance of the principles of media or advertising ethics, in particular, the Union of Associations Advertising Council (*Związek Stowarzyszeń Rada Reklamy*),
- d) reservations concerning the content of the Advertisements have been raised by the owner/administrator of ATMs,

subject to AMS's right to receive full remuneration specified in the Order, which is in such a case a remuneration for the readiness to perform the Advertising Campaign, pursuant to § 7 section 7 of the General Terms and Conditions.

Moreover AMS shall have the right to refuse the Advertisement Display when the Advertisement Content is contrary to the agreements binding AMS (in particular with reference to the bans on promoting certain products or services which may ensue from such agreements) or other obligations of AMS towards its partners, in particular banks (subject to the fact that due to the confidential nature of such agreements or other obligations AMS shall not be forced to disclose to the Client the content of such documents). Should the Display be refused for the above reasons, the Client shall have the right to provide another Advertisement (in line with the above conditions), and if the Client fails to do so and the Advertisements are not displayed, this shall not affect the right of AMS to receive the remuneration stipulated in the Order.

7. The rights referred to in section 6 above shall by analogy be vested in AMS in the event that the Client refuses to change the content of the Advertisement or the advertising materials provided by the Client in order to perform the Advertisement Display pursuant to the provisions of section 1 of this paragraph, or performs such a change contrary to AMS's instructions.

8. The acceptance of the Order by AMS shall not mean any liability assumed by AMS towards third parties for Advertisements displayed on the basis of that Order.

9. The Client shall ensure that it has the right to use the information, data, trademarks and any other elements protected by law (including Personal Data) and used in the Advertisements. The placing of an Order by the Client shall be construed to mean making a representation that this obligation has been fulfilled and that the Advertisements to be Displayed are not against the law (e.g. are not against the ban on advertisements pertaining to e.g. gambling games, alcoholic beverages, tobacco products) or decency, and that the placing of an Order does not violate the Public Procurement Law.

10. The Client represents and guarantees that New Mobile Technologies used in the content of Advertisements are not against the law and in particular that they do not direct to websites/communications that include content, including advertisements, which is forbidden by the law. Moreover, the Client shall be solely liable for any damage suffered by third parties in connection with the use of the New Mobile Technologies used in the content of its Advertisement.

11. The Client shall redress any damage suffered by AMS in connection with the content or the form of the presented Advertisement, including the obligation to incur all costs of litigation, including court fees, costs of representation in a lawsuit and other reasonable expenses incurred by AMS in connection with any third party claims related to the Display of the Client's Advertising Campaign, as well as the costs of repair of damaged ATMs. At the same time, AMS shall immediately notify the Client of any claims raised or proceedings instituted in respect of the content or the form of the Advertisement.

12. A The Client represents that it agrees to the use by AMS of Advertisements for marketing and self-promotion purposes (such as a newsletter, commercial presentations, catalogues, promotional materials on AMS websites and other forms of online presentation).

12 B The Client represents that it agrees to the use by AMS for marketing and self-promotion purposes of the results of marketing research concerning the conducted Advertising Campaigns, including making publicly available such data as the number and type of Advertising Media on which Advertising Campaigns have been conducted, the territorial scope of Advertising Campaigns and the business name of the Client (excluding Personal Data). The above consents shall not be limited in respect of time or territory.

13 If the assessment of the Advertisement carried out in accordance with sections 1 or 2 of this paragraph or other reasons attributable to the Client result in the necessity to make changes or corrections to the Advertisement provided to AMS, the Client shall have no right to any claims for the reimbursement of costs incurred due to the repeated preparation of the Advertisement.

## **II. ADVERTISING CAMPAIGN EXECUTION**

### **§ 3 PLACING ORDERS**

1. The execution of the Advertising Campaign shall be carried out on the basis of an Order, in accordance with the General Terms and Conditions and pursuant to applicable provisions of law.

2. The Client shall send a Request for Quotation to AMS in a written or electronic form (to the e-mail addresses provided).

3. In reply to the Request for Quotation, within 2 Business Days of the receipt of the Request for Quotation, AMS shall send to the e-mail address indicated by the Client an offer to perform the Advertising Campaign.

4. Should AMS have no free ATMs, it shall inform the Client of the nearest possible dates for preparation of the offer or execution of the Advertising Campaign or recommend an alternative proposal to conduct the Advertising Campaign.

5. AMS shall initially reserve the ATMs within the time limit indicated in the offer.

6. Within the time limit indicated in the offer the Client shall inform AMS whether it accepts the offer and subsequently within no more than the following 3 Business Days the Client shall deliver the Order to AMS, signed by a person duly authorised to represent the Client.

7. Lack of acceptance of the offer or failure to deliver the Order to AMS in accordance with section 6 of this paragraph, in particular, failure to meet the indicated time limit, shall cause the cancellation of the reservation made by AMS.

8. An Order is placed when the Parties confirm the basic provisions for a given Advertising Display (ATMs, Display period and remuneration of AMS). An Order may be placed in particular in such a manner that the Client sends to AMS an Order to the address indicated in the Order, in the form of a scan signed by the Client (an offer) and AMS confirms acceptance of such an offer or the Order is presented to the Client by AMS (an offer) and the Client confirms acceptance of the offer, or the Parties accept the data indicated in the Order in any other manner (including in particular by signing the Order in the written form).

9. If the service of Advertisement Display is to be rendered only on selected ATMs, such ATMs shall be specified in detail in the Order, in particular by appending to the Order a list of ATMs locations.

10. If the Order Form stipulates that the service of Advertisement Display is to be rendered on all ATMs, with the exception of certain ATMs which due to contractual restrictions binding AMS or the

owner of ATMS, in particular with the owner of the location, or due to a specific nature of a given location (e.g. places of national remembrance) do not display commercials at all or where AMS is not allowed to display some Advertisements, in particular of products or services competitive to the products or services of the lessor. The list of ATMs may be appended to the Order, however it is of informative nature only and it indicates ATMs available as at the day of placing the Order.

11. The Client acknowledges and accepts that during the term of the Order the list of ATMs may be modified, in particular as a result of a change of ATM location, adding new or removing the existing ATMs. The above modifications shall not affect the terms and conditions of the Order and shall not require the consent of the Client. Unless the Order specifies otherwise, AMS shall not be obligated to inform the Client of any changes on the list of ATMs.

12. AMS shall apply due diligence to ensure that the list of ATMs does not change during the Display period. If the Client acknowledges and accepts that such changes may occur, in particular in such events as an early liquidation of a location where an ATM is mounted, destruction of or damage to an ATM as a result of acts of vandalism and other similar cases. The above changes shall not require the consent of the Client. Such changes shall not affect the terms and conditions of the Order (including the right of AMS to receive the remuneration agreed in the Order) as long as the number of ATMs does not change by more than 96% of the number of ATMs agreed in the Order. If the change of the number of ATMs (liquidation or change of location) pertained to more than 96% of ATMs and AMS failed to propose the Client the Advertisement Display on the same number of other ATMs (or the Client failed to accept the above proposal for justified reasons), the remuneration due to AMS pursuant to the Order shall be lowered by the product of the daily rate for an ATM and the number of days during which the Advertisement was not displayed on given ATMs. The daily rate for an ATM shall be the quotient of the lump-sum remuneration on account of rendering the service of the Display specified in the Order and the product of the number of ATMs and the days of Display (remuneration/number of ATMs x number of days in the Display period). If the remuneration is specified in the Order in a manner other than a lump sum for the entire service of the Display, the remuneration shall be lowered in another manner so that the above logic is preserved.

13. AMS allows for the possibility to conclude with the Client a framework agreement which enables the Client to place single Orders via e-mail from the e-mail address indicated in the framework agreement.

#### **§ 4 DISPLAY EXECUTION**

1. The Client shall deliver to AMS the Advertisements in the form set out in the technical specification 3 Business Days before the first Display day, to the e-mail address indicated by AMS or to the FTP address. The Client's failure to meet the deadline or the manner of delivery of the Advertisement may shorten the Display time, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order.

2. The Advertisements shall meet AMS's technical requirements.

3. Where the quality of Advertisements provided for the Display significantly differs from the technical requirements of AMS, AMS shall have the right to refuse to execute the Display with reference to which there were irregularities, with no prejudice to AMS's right to receive full remuneration set out in the Order, which in such a case shall be deemed to be a remuneration for the readiness to perform the Advertising Campaign.

4. AMS, at its own cost, shall place the Advertisements on proper ATM Screens. Any additional changes of the Advertisements may be agreed in the Display period, however, they shall entail additional remuneration for the benefit of AMS. Moreover, the Client acknowledges that changes of the Advertisement may cause an interruption in the Advertisement Display of at least 72 hours, which shall not give the Client any right to make claims due to such an interruption.

5. The Client acknowledges that uploading the Advertisement to the ATM Screen or placing it may require making changes to the Advertisement (the Advertisement provided by the Client), such as format change, trimming or making other changes of technical nature. The Client authorises AMS to make the above changes of the Advertisement and guarantees that it holds adequate rights to make the above authorisation for the benefit of AMS.

6. AMS shall have the right to display other advertising messages (including advertising messages of products and services which are competitive to the products and services promoted in the Advertisement) on advertising formats available on the ATM other than those indicated in the Order.

7. AMS shall have the right to entrust the execution of the Advertising Campaign with subcontractors in full or in part, in particular, to place orders for printing of Advertisements with them, provided that AMS is liable for subcontractors' actions and omissions as for its own actions and omissions.
8. AMS ensures a 24/7 remote monitoring of the Campaign conducted by APPLINK. In the event of any faults of ATMs, including the Screens, AMS undertakes to remove them immediately.
9. Should the Advertising Campaign be performed together with advertising services other than on outdoor media, AMS shall perform the above services in accordance with the principles applicable to the given medium.

## **§ 5 COMPLAINTS**

1. If the Client fails to provide AMS, in the Display period, any written reservations, it shall be deemed a confirmation of execution of the Advertising Campaign on the terms and conditions specified in the Order.
2. Complaints concerning the manner and the quality of execution of the Advertising Campaign have to be lodged with AMS by the Client by e-mail, within 2 days as of taking cognizance of any irregularities in the course of the Advertising Campaign. A complaint shall define the event of improper execution of the Campaign and indicate locations of Advertising Media Locations which the complaint pertains to.
3. In the event of a failure to meet the time limit for lodging a complaint or other rules for lodging a complaint referred to in section 6, the complaint shall not be processed by AMS.
4. If the complaint is justified, AMS shall repair the defects in the Advertisement upon consultation with the Client, unless repairing the defect is objectively impossible or uneconomic or the Parties agree upon any other form of compensation.
5. In each case, AMS shall inform the Client about the manner of processing of the complaint by e-mail within 2 Business Days as of its lodging.
6. Lodging a complaint shall not release the Client from the obligation to pay the remuneration due to AMS for the Advertising Campaign conducted.

## **§ 6 ORDER RENOUNCEMENT**

1. Until the date of the commencement of the Advertisement Display, the Parties may renounce the entire Order or any part thereof in the form of a written statement, subject to the provisions below.
2. In the event of the renouncement by any of the Parties of the entire Order or any part thereof, i.e. the Display period or the number of ATMs agreed in the Order, the Party receiving the renouncement notice shall have the right to claim the payment of contractual penalties by the other Party, calculated according to the following rules:
  - a) 90% of the net remuneration for the Advertisement Display renounced by the Client if the renouncement occurred from 1 day to 30 days before the commencement date of a given Advertisement Display,
  - b) 60% of the net remuneration for the Advertisement Display renounced by the Client if the renouncement occurred from 31 to 60 days before the commencement date of a given Advertisement Display,
  - c) 30% of the net remuneration for the Advertisement Display renounced by the Client if the renouncement occurred from 61 to 90 days before the commencement date of a given Advertisement Display,
  - d) 10% of the net remuneration for the Advertisement Display renounced by the Client if the renouncement occurred between the day on which the Client placed the Order and 91th day before the time limit for the commencement of a given Advertisement Display, subject to the fact that if such renouncement pertains to an Order made for a period longer than one month and it causes lowering of the net total remuneration indicated in the Order by more than 10%, the contractual penalty shall amount to 10% of the total remuneration indicated in the Order.
3. The payment of the above-specified contractual penalties shall be made on the basis of an accounting note received by the Party obliged to make the payment, within 14 days as of its receipt.
4. Until the first day of the Advertisement Display, AMS shall have an additional right to renounce the Order and the Client shall have no right to demand payment of any compensation or contractual penalty in the event that AMS has received any information about due and outstanding liabilities of the

Client towards any company of the Agora Capital Group. Moreover, AMS shall have the right to demand from the Client payment of the contractual penalty on the terms and conditions set out, respectively, in section 2 above.

5. Should AMS renounce the Order in accordance with section 4 above, the Client shall have no right to any claims for the reimbursement of costs incurred due to printing of Advertisements and other costs related to the Order.

6. AMS shall not be liable for any damage suffered by the Client and one that takes the form of lost profits.

7. Should AMS fail to perform the Order or perform it improperly, the entire liability of AMS for the real damage suffered by the Client shall be limited to the amount of remuneration due to AMS in accordance with the Order, subject to the fact that in the event of failure to perform or in the event of improper performance of Advertisement Display in ATMs, the Client shall have the right solely to claim lowering the remuneration, in accordance with § 3 section 12 of the General Terms and Conditions.

## **§ 7**

### **PAYMENTS AND DISCOUNTS**

1. The Client shall pay AMS the remuneration for the ordered execution of the Advertising Campaign.
2. AMS's remuneration for the execution of the Advertising Campaign shall be determined on the basis of the price list (with prices and discounts) applicable on the day of placing of the Order by the Client.
3. AMS's remuneration shall be paid in accordance with the dates and the terms and conditions set out in the Order.
4. The Client shall pay the remuneration within the required time limit to the bank account indicated on the invoice or in the Order, respectively. Failure to meet the payment deadline shall result in statutory default interest being charged for the entire period of the delay.
5. The remuneration payment date shall be the date when AMS's bank account is credited with the entire amount of the remuneration due to AMS.
6. If the payment deadline referred to in section 3 of this paragraph is not met, AMS shall have the right to refuse the acceptance of any subsequent Order from a given Client and in the case of Orders concerning more than one Display AMS shall have the right to suspend the execution of subsequent Advertisement Displays until the outstanding remuneration is paid. Following ineffective calls for payment of the outstanding remuneration addressed to the Client, AMS shall have the right to renounce the Order without the obligation to pay the compensation or the contractual penalty and at the same time AMS shall have the right to demand from the Client payment of the contractual penalty on the terms and conditions referred to, respectively, in § 6 section 2 of the General Terms and Conditions.
7. The remuneration of AMS shall be the remuneration "for readiness", i.e. in the event AMS does not Display Advertisements for other reasons than the reasons attributable solely to AMS (i.e. failure to provide the Advertisements by the Client), AMS shall have the right to receive from the Client the remuneration for the readiness to Display, in the amount ensuing from the Order.

## **§ 10**

### **PERSONAL DATA PROTECTION**

1. The Controller of the Personal Data provided by the Client in connection with the conclusion and execution of the Order shall be AMS S.A. with the seat in Warsaw (00-732) ul. Czerna 8/10 ("the Controller").
2. The Controller has appointed a data protection officer who may be contacted by e-mail: [iod@ams.com.pl](mailto:iod@ams.com.pl) (or by letter sent to the address of the registered office of AMS) in any matters connected Personal Data processing.
3. Personal Data provided by the Client shall be processed for the purpose of:
  - a) executing the Order and public and legal obligations connected with its execution, ensuing, above all, from the applicable provisions of law, including the provisions on accounting and taxation – the legal basis is the need to conclude and perform an agreement (Article 6 section 1 letter b of the General Data Protection Regulation No 2016/679 ("the Regulation") and compliance with a legal obligation to which the Controller is subject (Article 6 section 1 letter c of the Regulation)

- b) execution of the legitimate interests pursued by the Controller consisting in processing of the Personal Data for direct marketing purposes and possibility to determine or pursue any claims or protection against such claims by the Controller – the legal basis for processing data is the legitimate interest of the Controller (Article 6 section 1 letter f of the Regulation)
4. Personal Data indicated by the Client in the Order may be transferred to entities providing services for the benefit of the Controller connected with the performance of the Order, among others to subcontractors, entities providing accounting services, suppliers of IT systems and IT services, entities providing legal services (including tax and debt recovery services), entities providing document archiving services, entities being part of the Agora Capital Group. Personal Data may also be transferred to authorised bodies in the scope required by the applicable provisions of law.
5. Personal Data indicated by the Client in the Order shall be processed as long as the Order is valid. The period of Personal Data Processing may each time be extended by the period of limitation of any claims and protection against such claims by the Controller. After the lapse of such a period, Personal Data shall be processed solely in the scope and for the period set out by the provisions of law.
6. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to access the Personal Data and demand that they be rectified, deleted, to demand data restriction, data portability and to object to processing of Personal Data.
7. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall also have the right to object to processing of Personal Data for the reasons justified by their specific situation.
8. Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to lodge a complaint with a supervisory authority dealing with Personal Data protection should they deem that processing of Personal Data breaches the provisions of the Regulation.
9. Provision of Personal Data by the Client shall be necessary to conclude and execute the Order.

## **§ 9 FINAL PROVISIONS**

1. The information pertaining to the Order shall be confidential and addressed solely to the Parties in order to perform the Advertising Campaign. AMS shall be authorised to transfer confidential information to entities from the Capital Group of Agora.
2. The confidentiality obligation shall not apply when the information has to be disclosed under and in accordance with any absolutely binding provisions of law at the request of the competent public administration authorities or court.
3. AMS shall have the right to refer to the fact of Order execution and place the name of the Client (excluding Personal Data) in its advertising materials, reference letters and presentation materials with general information on the service it performs or has performed. AMS shall have the right to provide information with regard to the subject matter of the Order, its execution time and approximate value in tender procedures or in other similar procedures conducted on a basis other than the Public Procurement Law. At the same time AMS undertakes not to publish any detailed information as to bilateral relationship regulated by the Order without the Client's written consent.
4. Any disputes or claims which might arise due to the Order or connected with the Order shall be resolved by way of negotiations, and eventually submitted for resolution of a common court with the jurisdiction over the seat of AMS.
5. Any transfer of the Client's rights and obligations resulting from the Order to a third party shall require AMS's prior written consent.
6. The Client represents that it shall not set off any of its receivables against the receivables of AMS unless the Parties jointly decide otherwise.
7. AMS reserves the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions shall be placed on the website at [www.ams.com.pl](http://www.ams.com.pl), and the Client shall be notified thereof by e-mail. If the Client submits no written objection within two weeks as of receiving the notification of amendments to the General Terms and Conditions, such amendments shall be deemed accepted by the Client. As a result of amendments to the General Terms and Conditions no annex to the Order needs to be concluded. However, if the Client objects to the acceptance of amendments to the General Terms and Conditions, the Parties shall

continue the execution of the current Order on the hitherto binding General Terms and Conditions.

8. In the event of any discrepancy between these General Terms and Conditions and the Order, the provisions of the Order shall prevail.
9. These General Terms and Conditions shall not apply to the execution of advertising services ordered by physical persons who purchase advertising services for the purpose not connected with their business or professional activity. Such persons shall contact a representative of AMS in order to conclude a separate agreement on the execution of advertising services.
10. These General Terms and Conditions shall enter into force on 1 March 2018 and this version shall be in effect as of 25 May 2018.