

TERMS AND CONDITIONS FOR THE USE OF THE MODIVO MARKETPLACE SERVICE BY PARTNERS.

1. DEFINITIONS

MODIVO - MODIVO.COM S.A. with its registered office in Zielona Góra (ul. Nowy Kisielin - Naukowa 15, 66-002 Zielona Góra), entered in the register of entrepreneurs kept by the District Court in Zielona Góra, 8th Economic Department - National Court Register, under the KRS number 0000541722, NIP 929-13-53-356, REGON 970569861, BDO 000031285 share capital: PLN 2,008,001, paid in full;

- 1.1. **Terms and Conditions/ Agreement** - this document, which sets out the rules for the use of the Marketplace Service by the Partners, including the rights and obligations of MODIVO and the Partner;
- 1.2. **Online Shop** - an online platform operated by MODIVO, through which electronic services are provided, including services that enable the conclusion of Sales Agreements between the Customer and the Partner and use of related functions, and through which the Marketplace service is provided. Each Marketplace operates a separate Online Shop with its own Online Shop Terms and Conditions, which specify the terms of use of its services;
- 1.3. **Marketplace Service** – a paid service provided electronically to the Partner by MODIVO via an Online Shop operated on a given Marketplace. The list of Online Shops through which the Marketplace Service is provided is available in the Table of Markets;
- 1.4. **Partner** – an entrepreneur within the meaning of the Civil Code, generally registered for tax purposes within the European Economic Area (EEA), who concludes or has concluded an Agreement with MODIVO and, within the scope of their business activity, conducts retail sales of Products in the MODIVO Online Store in one or more Markets. In the case of an entrepreneur registered outside the EEA, the use of the Marketplace Service requires prior approval from MODIVO.
- 1.5. **Market** - the country in which MODIVO makes the Online Shop with the Marketplace offering available to Customers. The current list of Markets is indicated in the Table of Markets;
- 1.6. **Company Account** - an electronic service that allows the Partner to manage the Marketplace Service on a given Marketplace. The Partner obtains access to the Company Account by means of a Login and Password;
- 1.7. **Sales Agreement** - a sales agreement, as defined by the Civil Code, concluded between the Partner and the Customer via the Online Shop, the object of which is the sale of a Product by the Partner to the Customer. The Sales Agreement specifies the Product, its main characteristics, price, shipping costs and other important terms and conditions, particularly those specified in the Order placed by the Customer and accepted by the

Customer in the Terms and Conditions of the Online Shop. Each Product is subject to a separate Sales Agreement;

- 1.8. **Product** - goods made available by the Partner as part of the Online Shop, which can be the subject of a Sales Agreement. Presentation of a Product as part of the Online Shop does not constitute an offer within the meaning of the Civil Code;
- 1.9. **Price** - the gross amount (including tax) payable to the Partner for the transfer of the Product ownership to the Customer in accordance with the Sales Agreement, specified in the currency used by the Online Shop. The price does not include delivery costs;
- 1.10. **Offer** - the price of the Product set by the Partner, together with the number of available pieces and its characteristics, added to the Product within the Company Account and available to the Customer in the Online Shop;
- 1.11. **Content** - all text, graphic or multimedia elements relating to the Products, in particular descriptions, photos, logos, trademarks, graphics, markings, promotional videos, placed in the Online Shop by the Partner under the terms described in the Terms and Conditions;
- 1.12. **Settlement Period** - for the Polish Market: a period of consecutive calendar days counted from the first to the fifteenth day of a calendar month (understood as the first (1) Settlement Period) or from the sixteenth to the last day of a calendar month (understood as the second (2) Settlement Period); for any Market other than the Polish Market: a period of a calendar month counted from the first to the last day of a given month;
- 1.13. **Transaction Fee** - the fee payable to MODIVO, charged to the Partner on each Sales Contract, under the terms described in clause 8 of the Terms and Conditions.
- 1.14. **Commission** - the fee payable to MODIVO, charged to the Partner as a percentage of the gross value of the Product sold by the Partner under the Sales Agreement, in accordance with the rules set out in clause. 8 of the Terms and Conditions.
- 1.15. **Remuneration** - the remuneration due to MODIVO from the Partner for the performance of the Agreement determined in accordance with the principles described in clause 8 of the Terms and Conditions consisting of the Commission and the Transaction Fee;
- 1.16. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;
- 1.17. **Technical requirements** - For the website - computer, laptop or other multimedia device with internet access; access to email and an active email address; (web browser: Mozilla Firefox, Microsoft Edge, Opera, Google Chrome, Safari version of the last 24 months; recommended minimum screen resolution: 1024x768; enable cookies and Javascript in the web browser. For the Application - a mobile device with active access to the Internet and an installed Android system in a version no older than the last 2 years and available Google services or an iOS system updated to a version no older than the last 2 years. For

some functions, a mobile device with a camera and geolocation service (GPS). The app should be updated to the latest available version;

- 1.18. **Table of Markets** - MODIVO Marketplace Markets Table available at <https://partner.modivo.com/pl/terms/>, specifying in detail the features of the Marketplace Service within each of the Markets on which this service is provided. and indicating the Markets in which Modivo Club or Modivo Club Gold is run;
- 1.19. **Modivo Club** - the loyalty program run in the Markets specified in the Table of Markets by each of the organizers (list available on the relevant websites indicated in the Markets Table) and administered by MODIVO.SA. Modivo Club is run to promote and advertise each of the organizers, as well as partners, including to increase popularity, encourage the purchase of products and use of their services;
- 1.20. **Modivo Club Gold** - a version of Modivo Club operating on the Market specified in Table of Markets in a paid subscription model offering additional benefits to its members, including, among others, a 10% discount on orders placed with Partners in the Online Shop, in accordance with the rules available on the relevant website indicated in the Table of Markets;
- 1.21. **MODIVO S.A** - MODIVO S.A. with headquarters in Polkowice, ul. Strefowa 6 (59-101 Polkowice) registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, IX Economic Department of the National Court Register under the KRS number 0000211692, REGON 390716905, NIP 6922200609, with the share capital of 7 702 589,40 zł PLN paid in full.

Words or phrases capitalized in the Terms and Conditions and not defined in the Terms and Conditions shall have the meaning given to them by the Terms and Conditions of the Online Shop applicable to the legal relationship in which a given word or phrase is interpreted, unless the context of their use clearly indicates otherwise or the provisions of the Terms and Conditions provide otherwise. For the avoidance of doubt, in the case of a Marketplace Service provided on a particular Marketplace, capitalized words or phrases will be interpreted in accordance with the Online Shop Terms and Conditions.

Wherever the definition of Online Shop is used, it shall be understood to mean each individual Online Shop through which the Marketplace Service is provided to the Partner.

2. GENERAL PROVISIONS

- 2.1. The Terms and Conditions define the rules for the Partner's use of the Marketplace Service provided by MODIVO.
- 2.2. The Marketplace service is provided via the Online Shops operating in the territory of the countries listed in the Table of Markets.

- 2.3. In order to start using the Marketplace Service in a given Market, the Partner accepts the Terms and Conditions together with all appendices thereto, including Appendix No. 12 – Service Catalogue, and thereby undertakes to comply with the specific conditions applicable to that Market as set out in the Market Table. Acceptance of the Terms and Conditions by the Partner, together with all appendices thereto, including Appendix No. 12 – Service Catalogue, is voluntary but required to use the Marketplace Service.
- 2.4. Marketplace Services provided based on prior agreement of the parties confirmed by MODIVO in e-mail and after fulfillment of the conditions set out in the Terms and Conditions may be extended territorially to other Markets. In case the Partner has already accepted the Terms and Conditions once and already uses the Marketplace Service on one Market, wishing to start using the Marketplace Service on the next Market, he accepts under the terms set out in para. 4, the specific terms and conditions of the Market to which the Marketplace Service is to be extended, and which are set out in the Table of Markets. The agreement referred to in this paragraph is subject to: the Partner's prior fulfilment of objective quality conditions corresponding to the standards of sale on the Online Shop, which are separately verified by the Parties, and the delivery to the Partner of an invitation to commence sales on the Online Shop on a given Market.
- 2.5. The Partner is obliged to comply with the Terms and Conditions of the Online Shop applicable to the Online Shop through which the Marketplace Service is provided. The currently applicable Terms and Conditions of the Online Shop are available at the website addresses indicated in the Table of Markets.
- 2.6. The agreement between MODIVO and the Partner is concluded as soon as the Partner receives confirmation of registration (creation of the first Company Account) sent by MODIVO to the Partner's e-mail address, which is Login.
- 2.7. In the case of extension of the scope of services by Marketplace Services provided on another Marketplace, the Agreement is modified and the scope of services is extended at the moment of the Partner's receipt of the confirmation of registration of a Company Account for a given Marketplace sent by MODIVO to the Partner's e-mail address, which is Login.
- 2.8. The use of the Marketplace service on a given Marketplace is subject to the Partner's positive verification by MODIVO of the attractiveness of the brand, its potential, recognition, uniqueness of assortment, complementing the current offer of MODIVO on that Marketplace. The Partner agrees to maintain certain standards that are the basis of its positive verification by MODIVO throughout its use of the Marketplace Service.
- 2.9. As a condition for using the Marketplace Service on a given Marketplace, the Partner is obliged to present the consent of the rightful owner of the brands with which the Products offered by the Partner for sale within the online shop on that Marketplace are marked. This

condition is fulfilled if MODIVO is presented with the consent of the right holder with the content specified in Appendix 1 of these Terms and Conditions. MODIVO reserves the right to exempt the Partner from the obligation to present the above consent, of which the Partner will be informed on a case-by-case basis.

- 2.10. The consent referred to in para. 2.9 also includes granting or confirming the Partner's right to use the trademarks owned by the brand owner for the purpose of marking the Offers or Products. The trademarks to be used for marking the Offers or Products should be listed explicitly in the consent, together with their exclusive right numbers or other registration numbers.
- 2.11. A change of the brand used by the Partner to mark the Products or the type of assortment offered, or an extension to an additional assortment (e.g. the introduction of a different brand) not covered by the prior consent, is possible only after prior approval by MODIVO under the terms described in paragraphs 2.9 and 2.10 and MODIVO's confirmation of these arrangements in writing, including e-mail under pain of invalidity.
- 2.12. As a condition of using the Marketplace Service, the Technical Conditions must be met, and the provisions of the Terms and Conditions must be complied with.
- 2.13. The parties are obliged to take measures to minimize the risks associated with the services provided electronically; the Partner is obliged to keep the Password and Login strictly confidential and not to make them available to unauthorized persons. In addition, the Partner shall be liable to MODIVO or third parties for the acts and omissions of persons acting on their behalf as well as for its own acts and omissions.
- 2.14. MODIVO may subcontract the performance of its particular duties under the Terms of Use. MODIVO shall take steps to ensure that this does not affect the functioning of the Online Shop and the scope and quality of the Marketplace Service.
- 2.15. In particular, the Partner is obliged to:
 - 2.15.1. provide within the scope of the use of the Marketplace Service only true, current and all necessary data;
 - 2.15.2. to provide in the use of the Marketplace only such personal data for which it has a valid basis for processing in the sense of the provisions of the RODO;
 - 2.15.3. to use the Marketplace Service in a manner that does not interfere with the operation of MODIVO or the operation of the Online Shop, and in a manner that is consistent with applicable law, the provisions of the Terms of Use, as well as customary practice and principles of social coexistence;
 - 2.15.4. promptly update any data, including personal data provided to MODIVO in connection with the use of the Marketplace Service, as it is necessary for the provision of the Marketplace Service;

- 2.15.5. inform you if you lose your consent/authorization to represent your brand to offer it as part of the Marketplace Service;
- 2.15.6. not to provide or transmit, within the scope of the Marketplace Service, any content that is prohibited by applicable law, in particular content that infringes third parties' copyrights or their personal rights;
- 2.15.7. not to undertake actions such as:
- sending or placing in the Internet Shop unsolicited commercial information or placing any content that violates applicable laws (prohibition of unlawful content);
 - To undertake any computer action or any other action aimed at gaining access to information not intended for the Partner, including data from other Partners or interfering with the principles or technical aspects of the operation of the Online Shop.
- 2.15.8. If any governmental authorities apply to MODIVO or any investigation is initiated against MODIVO, the Partner agrees to provide any information and evidence requested by the governmental authorities to MODIVO immediately (within a period of no more than 48 hours).
- 2.16. The Partner is additionally obliged to submit to MODIVO a declaration regarding its fixed place of business or its registered office, depending on the form of business activity conducted by the Partner, from which the sales are carried out. Unless otherwise agreed between the Partner and MODIVO, the declaration referred to in the preceding sentence shall be submitted in Appendix No. 12 – Service Catalogue. The Partner is also obliged to inform MODIVO about all tax establishments or fixed places of business held in countries other than the country of the Partner's registered office or fixed place of business. The Partner shall inform MODIVO each time, no later than within 7 days from the date of the change, of any change to the place from which the sales are carried out within the meaning of this provision.
- 2.17. MODIVO may, for technical reasons, temporarily disable some features of the Online Shop or Marketplace Service to improve them, add new features or perform maintenance. MODIVO will inform the Partner on any suspension or curtailment of the Marketplace service by sending an appropriate message to the Partner's e-mail address, which is the Login, and by posting a relevant message within the Online Shop or the Company Account.

3. SCOPE OF THE MARKETPLACE SERVICE

- 3.1. The Marketplace service may be provided in the following configurations:
- 3.1.1. the sale of Products through the Online Shop operating in the Marketplace where the Partner has its tax residence or registered office;

- 3.1.2. sale of Products via an Online Shop operating on a Marketplace in the territory of which the Partner does not have its tax residence or seat,
- 3.2. MODIVO, on the terms described in the Terms and Conditions, provides the Partner with the Marketplace Service on the relevant Marketplace, which includes:
 - 3.2.1. enabling the creation of a Company Account;
 - 3.2.2. enabling the Partner to add Products to the offer of the Online Shop and to add description of offers of the Online Shop;
 - 3.2.3. enabling the publication of an Offer as part of the Online Shop to present it to the Online Shop's Customers;
 - 3.2.4. enabling Partners to conclude Sales Agreements with Customers via the Internet Shop;
 - 3.2.5. conducting marketing activities aimed at promoting Products offered by the Internet Shop;
 - 3.2.6. MODIVO accepts requests from Customers concerning Orders / Sales Agreements concluded and after-sales service (e.g. enquiries concerning order processing and Product return) and passes them on to the Partner, while the Partner acknowledges and confirms that the handling of requests submitted to it (including, among other things, responding to complaints) remains its sole responsibility.

4. REGISTRATION (CREATION OF A COMPANY ACCOUNT)

- 4.1. The Partner may use the Marketplace Service on a given Marketplace after the Partner has registered (set up a Company Account) with the Online Shop on that Marketplace. The Partner may only have one Company Account for one Marketplace, unless otherwise agreed individually between the Parties.
- 4.2. For registration in the Online Shop (creation of a Company Account) it is necessary:
 - 4.2.1. submission, through the appropriate checkboxes, of a declaration on (i) reading and accepting the Terms and Conditions, (ii) reading the information on personal data processing, and (iii) providing the required documents resulting from the provisions of paragraphs 2.9 and 2.10 of the Terms and Conditions;
 - 4.2.2. correctly filling in the registration form provided by MODIVO by indicating the following data:
 - a) company and the name of the business used in trading;
 - b) NIP, REGON, KRS (if available);
 - c) registered office and address (street, number of premises, town, postal code, country), as well as addresses of all places of business of the Partner;
 - d) the Partner's official telephone number and e-mail address for contact with the Partner, which may also be used by consumers, including contact to handle customer complaints;

- e) details of the person(s) authorized to act on behalf of the Partner, i.e. name, surname, telephone number, e-mail address, together with an indication of the basis of the authorization;
- f) details of the contact person authorized to act on behalf of the Partner in matters relating to customer service, and, if such a person has been designated in the Partner's company, in matters relating to marketing activities (name, surname, telephone number, e-mail address);
- g) information about the business specified in the form (e.g. product categories, method of sale);
- h) If the business is conducted in the form of a partnership or sole proprietorship, additionally the date of birth and legible copies of an identity document.

4.2.3. Positive verification of the Partner carried out by MODIVO, which includes:

- a) the correctness of the data indicated in paragraph 4.2.2 above;
- b) the Partner's reliability, verified in any manner consistent with applicable law, including by:
 - comparison of the data provided by him with publicly available data (e.g. KRS);
 - verification of the identity document,
 - analysis whether the Partner's product range corresponds to the range available in the online shop with the use of which the Marketplace service is provided;
 - Analysis whether the Partner's product range does not infringe the rights of MODIVO or third parties, including other Partners, or does not damage the reputation of MODIVO and other Partners.

4.2.4. Pursuant to Article 30(1)(b) of Regulation EU 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Digital Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act), the Partner shall, prior to the provision of the Marketplace Service, provide MODIVO with a copy of the trader's identity document or any other electronic identification as defined in Art. 3 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council. The copy of the document referred to in the preceding sentence should be clear and uniquely identifiable to the person concerned, and the technical conditions for its transmission will be agreed between the Partner and MODIVO.

4.2.5. For Partners who already use the Marketplace Service, the documents referred to in para. 4.2.4 shall be provided immediately, no later than 12 months after 17 February 2024, under pain of suspension of the Marketplace Service.

- 4.3. As part of the verification referred to in clauses 4.2.3 and 4.2.4 above, MODIVO has the right to require the Partner to submit relevant documents or provide explanations to confirm the accuracy of the data provided within the registration form, as well as to verify the Partner's credibility and reliability.
- 4.4. If the requirements of paragraph 4.2 above are met, MODIVO immediately sends a confirmation of registration (creating a Company Account) to the Partner's e-mail address as Login together with an activation link.
- 4.5. If the requirements set forth in paragraph 4.2 above are not met, MODIVO shall immediately send information on refusal of registration (Company Account creation) to the Partner's e-mail address as Login together with the reasons for refusal of registration (Account creation).
- 4.6. Pursuant to the provisions of the Terms of Use, the Partner within the Company Account:
 - 4.6.1. has the possibility to change the Password;
 - 4.6.2. manage the data provided during registration (creation of a Company Account) and during the use of the Marketplace service, in particular the data displayed within the Online Shop (e.g. the Partner's identification data and the Partner's personal data processing rules); however, in order to protect the interests of MODIVO and the Customers, the possibility of managing the data referred to in the preceding sentence, i.e. the data subject to verification by MODIVO in accordance with section 4.2.2. The Terms of Service will be made available by MODIVO upon the Partner's reasonable request. Any refusal by MODIVO to provide data management capabilities will require MODIVO's justification in each case;
 - 4.6.3. can set your preferences regarding notifications/messages sent in connection with your Company Account activity;
 - 4.6.4. can add Products to the offer of the Online Shop and manage these Products;
 - 4.6.5. as part of an Offer, determines the price of a Product, the number of Products offered (so-called stock depth);
 - 4.6.6. determines the principles concerning the conclusion of Sales Agreements by him, including the methods of and costs of delivery and methods of payment from among those available within the scope of the Internet Shop in accordance with the Table of Markets;
 - 4.6.7. manages Customer Orders;
 - 4.6.8. has the option to designate people authorized to use the Company Account and to specify the scope of such authorization.
- 4.7. To extend the Marketplace Service to new Markets, the Partner must register (create a Company Account) for a given Marketplace.

- 4.8. MODIVO sends notifications/messages to the Partner in accordance with the Partner's preference settings, and in the absence of preference settings in accordance with the default settings.
- 4.9. By using the Online Shop, the Partner is obliged not to provide, transmit or publish illegal content or within the Marketplace Service. Detailed information on how to deal with illegal content as well as content that does not comply with the terms of service of the Marketplace Service is provided in Annex 11 to the Terms and Conditions.
- 4.10. The assignment of Products to the Product categories indicated in the Marketplace Table, after MODIVO has verified the correctness of the Product assignment, shall be deemed to fulfill the requirement referred to in paragraph 4.2.3. b indent 2. Any attempt by the Partner to introduce or introduce a Product outside the category will constitute a gross violation of the Terms of Service, which will entitle MODIVO to remove the Product offering, block the Company Account or terminate the Agreement as provided in paragraph 13.7 of the Terms of Service (at MODIVO's sole discretion).

5. SELLING PRODUCTS THROUGH AN ONLINE STORE

- 5.1. The Partner represents and warrants that it has the necessary experience, as well as human and warehouse resources, to properly execute these Terms and Conditions and the Sales Agreements. The Partner further undertakes to perform its obligations with the due diligence expected of entities conducting business activities, and in full compliance with all applicable laws and regulations.
- 5.2. In order to maintain quality standards, to maintain an attractive and consistent image of the Online Shop in the perception of customers, to ensure the highest customer satisfaction, as well as to minimize the risk of cancellation of transactions, MODIVO reserves the possibility of temporary or permanent blocking of offers which do not meet quality criteria, in particular in cases such as:
 - 5.2.1. incorrect category assignment;
 - 5.2.2. photographs which do not meet MODIVO's quality requirements;
 - 5.2.3. inclusion of fewer than three photos of a Product fulfilling the condition indicated in point 5.1.2. unless the Parties have agreed on the possibility of including a different number of photos within a given Product;
 - 5.2.4. errors in the size area;
 - 5.2.5. offering of Products that do not comply with Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety ("GPSR");
 - 5.2.6. Other errors that may significantly affect the purchasing experience of Customers.
- 5.3. The Partner enters into the Sales Agreements in its own name and for its own account. The Partner represents and warrants that the sales it makes through the Online Shop are made during its business and are of a professional nature to it. The Partner acknowledges and

confirms that the handling of Customer requests submitted to it (including, but not limited to, responding to complaints) remains in its sole responsibility.

- 5.4. As part of the Partner's profile visible in the Online Shop, the following shall be made available:
 - 5.4.1. data allowing the identification of the Partner;
 - 5.4.2. the terms of the returns and complaints policy for the Products;
 - 5.4.3. Information concerning the method and cost of delivery.
- 5.5. A Product on offer in the Online Shop has a so-called Product page, which contains, in particular:
 - 5.5.1. information concerning the Product (Product specification), in particular the description, parameters and photos of the Product, including the information required by generally applicable laws relevant to the characteristics of the goods;
 - 5.5.2. any warnings or safety information which, in accordance with the applicable legislation, should appear on the packaging or in a document accompanying the product;
 - 5.5.3. information about the providers of the Product, the Price of the Product, the delivery time;
 - 5.5.4. information about the manufacturer of the Product - the name or name, registered trade name or registered trademark of the manufacturer and the postal and electronic address at which the manufacturer can be contacted;
 - 5.5.5. If the manufacturer is not located in the European Union, the name, registered trade name or registered trademark of the entity marketing the Product in the European Union and the postal and electronic address at which it can be contacted.
- 5.6. Products added by the Partner to the offer of the Online Shop:
 - 5.6.1. must belong to the Product categories described in the Table;
 - 5.6.2. they must be original, and the Partner must be fully entitled to sell them to Customers, and such sales must not infringe any third party rights;
 - 5.6.3. they must be brand new and packed in their original packaging and there must be availability in all possible sizes appropriate to the Product;
 - 5.6.4. They must be authorized for marketing and fulfil all the requirements in accordance with in accordance with generally applicable legislation (the GPSR regulations) and comply with all quality standards in force throughout the world, regarding the territory of the European Union;
 - 5.6.5. they must be in possession of the necessary documentation required by generally applicable legislation, in particular the necessary approvals, quality certificates, declarations of conformity, guarantee documents, maintenance instructions and

other documents necessary for the proper use of the Products use of the Products;

- 5.6.6. may not be the subject of security, court or enforcement proceedings;
 - 5.6.7. they may not be encumbered by any third-party rights, and no third-party claims may be made in relation to them;
 - 5.6.8. They must meet the specific quality criteria indicated in these Terms and Conditions including the criteria referred to in sec. 2.8. and point 5.2.
- 5.7. Products that do not meet the requirements indicated in clause 5.6 above may not be displayed and sold via the Online Shop. MODIVO shall have the right to require the Partner to immediately submit relevant documents or provide explanations to confirm that the Product meets the requirements indicated in paragraph 5.6 above.
- 5.8. If the Partner becomes aware that the Product does not meet any of the requirements indicated in clause 5.6 above, the Partner is obliged to inform MODIVO of this immediately, but no later than within 48 hours of receiving the indicated information, by email to **partner@ccc.eu**. MODIVO shall remove the Product in question from the offer of the Online Shop and at the same time inform the Partner.
- 5.9. If MODIVO has a reasonable suspicion that the Product does not meet the requirements indicated in 5.6 above, MODIVO will immediately block the offer and inform the Partner of the fact and justification for the blocking. MODIVO will summon the Partner to remove the Offer that does not comply with the Terms and Conditions immediately within a period of no longer than 48 hours from the moment of notification, and if the period expires without success, MODIVO is entitled to suspend the Company Account. MODIVO will inform the Partner about the suspension of the Company Account together with the reason for the suspension. The provisions of Appendix 11 regarding the handling of illegal or inconsistent content shall apply mutatis mutandis to Products that do not meet the requirements sentenced in section 5.5 above.
- 5.10. The Partner independently adds the Product to the offer of the Online Shop in accordance with the instructions prepared by MODIVO, subject to the provisions of 5.17 below. The Product will appear in the offer of the Online Shop after acceptance by MODIVO within 3 working days. MODIVO shall inform the Partner each time the Product is placed in the offer of the Online Shop or refuse to place the Product in the offer of the Online Shop, together with an indication of the reasons for the refusal. MODIVO shall be entitled to use and modify the Content provided by the Partner with the addition of the Product, and such modification may consist in removing obvious errors in the Content, updating attributes associated with the Content so that they correspond to the Product, etc. In the event that the Content, after modifications made by MODIVO, would affect the scope of the Partner's obligations towards the Customer, the Partner undertakes to inform MODIVO of this

(notification of objections) within 2 days from the appearance of the Product in the offer of the Online Shop by e-mail to: **partner@ccc.eu**. Partners are entitled to use Content provided by other Partners only to the extent necessary for them to add the Product to the offer of the Online Shop in accordance with the Terms and Conditions (adding the offer to the existing Product page).

- 5.11. MODIVO may, at the Partner's request, take photographs of a given Product for additional remuneration and terms to be determined under individual arrangements between the Parties. The photographs will be used to add the Product to the offer of the Online Shop with due regard to the principles described in paragraph 5.10 above.
- 5.12. If a Product (identification based on the EAN code) or another size of Product is already in the offer of the Online Shop, the Partner cannot modify or supplement the existing Product page. The Partner may propose a new description or report on amendments to the existing description of a given Product to the e-mail address: **partner@ccc.eu**.
- 5.13. The Marketplace service is intended to extend the range of products available in the Online Shop. Offers within the Online Shop are displayed to Customers taking into account the placement rules, which are described in detail on the website <https://help-partner.modivo.com/produkty-i-parametry/plasowanie-ofert.html>. In the event of changes to the placement of rules, the provisions of section 15 of the Terms and Conditions shall apply accordingly.
- 5.14. The Partner undertakes to apply the Delivery Policy and the Returns Policy, which are attached as Appendix 4 and Appendix 5 respectively to the Terms and Conditions, to the Customers within the Online Shop.
- 5.15. The Partner is solely responsible (MODIVO assumes no liability) and obligated to provide all information to Customers fairly, truthfully and in accordance with applicable law, in particular:
 - 5.15.1. the features and availability of the Product, including the number of available units of the Product in question;
 - 5.15.2. the price of the Product;
 - 5.15.3. the methods and costs of delivery, as set out in the Marketplace Table;
 - 5.15.4. the payment methods among those available through the Marketplace Service;
 - 5.15.5. Rules for returning the Product (withdrawal from the Sales Contract);
 - 5.15.6. product complaint handling principles.
- 5.16. MODIVO is entitled to assess the Partner's performance. The principles of Partner's performance evaluation and the consequences of failing to meet certain Partner's performance indicators are set out in Annex 6 to the Terms of Service.

- 5.17. The Partner undertakes not to place within the scope of the Online Shop and within the framework of fulfilling Orders any content which directly or indirectly aims to encourage Customers to purchase Products outside the Online Shop.
- 5.18. MODIVO declares that in order to best adapt the offer of the Online Shop to the needs of Customers and to make Customer's shopping experience more attractive, the assortment of the Online Shop may be categorized, among others, on the basis of seasonality of seasons or its availability to Customers. The Partner is responsible for defining the seasonality of its Product range by, among other things, adding a product range assigned to the relevant autumn/winter or spring/summer season. The season of the Product, at the time of its introduction to the range of the Online Shop, should correspond to the current season promoted in the Online Shop.

6. PAYMENT AND DELIVERY METHODS

- 6.1. The Partner undertakes to make the following payment methods available to Customers within the Online Shop:
 - 6.1.1. payment via a payment operator with which MODIVO cooperates as part of the Online Shop – a list of payment operators is attached as Appendix 2 to the Terms and Conditions.
- 6.2. The Partner is obliged to perform the actions necessary to initiate cooperation with the payment operator referred to in paragraph 6.1.1 above, in particular with regard to identification as referred to in the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (i.e. Journal of Laws of 2020, item 971, as amended). The rules of cooperation with the payment operator are referred to in paragraph 6.1.1. above, in connection with the Partner's use of the Marketplace Service are set out in Appendix 7 to the Terms and Conditions.
- 6.3. If the Customer successfully withdraws from the concluded Sales Agreement, the Partner is obliged to refund the payment to the Customer.
- 6.4. Detailed instructions for the Partner's actions in the case of deliveries and returns are set out in Annexes 4 and 5 to the Terms and Conditions.

7. ORDER MANAGEMENT AND CUSTOMER SERVICE

- 7.1. The Partner manages placed Orders via the Company Account.
- 7.2. The Partner is obliged to send the Customer the Product that is the subject of the Order accepted by the Partner within the deadline indicated in Appendix 4. In the event of rejection of an Order, the Partner is obliged to state the reasons for rejection.
- 7.3. The Partner is obliged to keep the status of the Order updated. In particular, the Online Shop provides for the following Order statuses:
 - 7.3.1. "acceptance pending";
 - 7.3.2. "load pending";

- 7.3.3. "shipment in progress";
- 7.3.4. "dispatched";
- 7.3.5. "rejected";
- 7.3.6. "received";
- 7.3.7. "returned";
- 7.3.8. "cancelled";
- 7.3.9. "closed".

The Order statuses indicated in sections 7.3.1, 7.3.2, 7.3.6, 7.3.7, 7.3.8, 7.3.9 are assigned within the scope of the On-line shop automatically, and the remaining ones - manually. In the event, in which, in the Partner's opinion, there is a need to correct the status of an Order, the Partner shall immediately inform MODIVO.

- 7.4. MODIVO shall send an email notification to the Customer about the change in the status of the Order, as referred to in paragraphs 7.3.1, 7.3.3, 7.3.4, 7.3.5, 7.3.7. The Partner undertakes not to send emails concerning the status of the Order on its own.
- 7.5. MODIVO conducts communications with Customers in accordance with the terms and conditions set out in Schedule 8 to the Terms and Conditions.

8. REMUNERATION

- 8.1. The Partner is obliged to pay MODIVO for each Settlement Period, the Remuneration in the amount determined in accordance with paragraph 8.3 below. The remuneration is calculated separately for each of the Online Shops through which the Marketplace Service was provided to the Partner. MODIVO declares that the Transaction Fee is calculated for the costs incurred in connection with each processing and implementation of the Sales Agreement, regardless of any subsequent effective withdrawal by the Customer from the Sales Agreement.
- 8.2. The Remuneration is a certain percentage of the net value of the gross value of the Products sold by the Partner via the respective Online Shop and billed by MODIVO in each Billing Period. The basis for calculating the Commission, which is one of the components of the Remuneration, does not include any amounts due from Sales Agreements, from which the Customer effectively rescinded using the right of withdrawal from the contract concluded remotely.
- 8.3. The percentage rates of the Remuneration referred to in point 8.2 are set out in Appendix 3 to the Terms and Conditions.
- 8.4. The Remuneration is each time increased by the value added tax due at the applicable rate.
- 8.5. The remuneration is calculated based on the sales report of a given Partner, which will be available within the Company Account.

- 8.6. Within 5 days following the end of each Settlement Period, MODIVO shall issue and deliver to the Partner, in accordance with applicable laws, a VAT invoice covering the amount of remuneration due to MODIVO for the given Settlement Period. MODIVO and the Partner confirm that issuing an invoice in a structured form within the National e-Invoicing System (KSeF) shall be deemed equivalent to the Partner's receipt of that invoice, unless mandatory legal provisions state otherwise. Payment of the VAT invoice by the Partner shall be made within a maximum of 10 days from the date of issuance of the VAT invoice to the bank account indicated on the VAT invoice, subject to the provisions set out in Sections 8.7–8.9. The date of payment shall be the date on which MODIVO's bank account is credited. The electronic VAT invoice shall be sent to the email address indicated in the Business Account as the billing address, or, if not specified, to the main email address.
- 8.7. MODIVO is entitled to set off any debts owed to MODIVO by the Partner, in particular debts from the Remuneration, against the Partner's debts owed to MODIVO from the Products sold by the Partner via the Online Shop.
- 8.8. The Partner authorizes MODIVO to transfer to the payment operator referred to in paragraph 6.1.1 of the Terms of Use a payment order in favour of MODIVO for the amounts due to MODIVO from the use of the Marketplace Service, particularly the Remuneration.
- 8.9. The remaining funds accumulated in the Company Account, after deducting any receivables due to MODIVO, will be paid to the Partner each time within, at most, 10 days after the end of each Settlement Period to the Partner's bank account indicated in the Company Account. In the event of termination of the Agreement for any reason, the Partner's accrued funds will be paid to the Partner after deduction of any amounts due to MODIVO, but no sooner than 35 days after the last day of the Agreement. The right of MODIVO to set off any claims referred to in para. 8.7 above, including claims arising from the exercise of MODIVO's rights set out in para. 1.17 and 1.18 of Appendix 7 TERMS OF COOPERATION WITH THE PAYMENT OPERATOR and the authority of MODIVO by the Partner set out in para. 8.8. The above shall not expire despite the termination of the Agreement and shall remain valid for the period of 35 days indicated in the preceding sentence.

9. LICENSE

- 9.1. The Partner declares that the Content made available to MODIVO under the Agreement is free from any defects, in particular legal defects, which could hinder or prevent MODIVO from using the Content in the manner described in the Agreement.
- 9.2. As soon as the Partner makes the Content available to MODIVO, the Partner grants MODIVO a non-exclusive license to use the Content, without further action, in all fields of use known at the date of the Agreement, in particular:

- 9.2.1. in terms of recording and multiplication of the Content - production of copies of the Content by a specific technique, including printing, reprography, magnetic recording and digital technique;
 - 9.2.2. Within the scope of distribution of the Content in a manner other than specified in item 9.2.1, making the Content available in such a way that anyone may access it via the Internet in a place and at a time individually chosen by them.
- 9.3. The licence to the Content is granted without territorial limitations, for the term of the Agreement and for an additional period of 3 months following its termination. The Partner undertakes not to revoke or terminate the Content licence during the term of the Agreement.
- 9.4. The Partner grants MODIVO permission to use and dispose of any derivative works that are created using the Content.
- 9.5. The Partner undertakes and warrants that those entitled by virtue of moral rights in the Content will not exercise such rights against MODIVO or third parties acting on MODIVO's behalf and claims by third parties and will pay all costs, expenses and damages in connection therewith.
- 9.6. As soon as MODIVO makes available to the Partner images of the Products, taken by MODIVO on behalf of the Partner under the terms of clause 5.10 of the Terms of Use and as individually agreed between the Parties, MODIVO grants to the Partner a non-exclusive license to use these images without further action, in the following fields of use:
 - 9.6.1. making the images available in such a way that anyone can access them via the Online Shop at a time and place of their own choosing.
- 9.7. As soon as MODIVO provides the Partner with an interface that enables communication between the Partner's IT system and MODIVO's IT system enabling the provision of the Marketplace Service (API - application programming interface), MODIVO grants the Partner a non-exclusive license to use this interface, without the need to take any additional actions, in the following fields of exploitation:
 - 9.7.1. temporary reproduction using magnetic recording and digital techniques to the extent that the Partner or persons authorized by the Partner to use the the Partner or persons authorized by the Partner to use the Partner's Account may access the Marketplace Service via the Online Shop at a place and time individually chosen by them.
- 9.8. The licenses granted by MODIVO under clause 9 are granted without territorial limitation, for the duration of the Agreement and solely for the purpose of its performance, without the right to grant further licenses.
- 9.9. The remuneration for the licenses referred to in clause 9 of the Terms and Conditions shall be settled as part of the Remuneration.

10. MARKETING ACTIVITIES

- 10.1. MODIVO may conduct marketing activities aimed at promoting Products on the offer of the Online Shop, in particular MODIVO may organize:
- 10.1.1. advertising campaigns;
 - 10.1.2. contests;
 - 10.1.3. discount/promotional actions.
- 10.2. MODIVO will inform the Partners about the conducted and planned marketing activities, where such activities are related to the additional compensation referred to in para. 10.4. below, via the Partner's Company Account or the Partner's designated primary email address, where the Partner has designated a person authorized to act on its behalf regarding marketing activities, such information may also be forwarded to the designated person.
- 10.3. Subject to the last sentence below, Partners may voluntarily participate in marketing activities organised by MODIVO under the terms set out in separate regulations, which are made available to Partners each time within the Online Store. A Partner's participation in a specific marketing activity may affect the visibility or display order of its Offers within the Online Store. Detailed information in this respect is specified in the regulations referred to in this section. However, MODIVO may require the Partner to participate in marketing activities organized by MODIVO, under the terms set out in the separate regulations referred to above, no more than twice during a given calendar year.
- 10.4. The rules for the use of individual marketing activities, particularly the additional Remuneration for their conduct, may be determined separately.
- 10.5. MODIVO, as one of the Modivo Club organizers, offers the benefits provided for in the applicable terms and conditions to Modivo Club Online Shop Customers. The Partner's offers will be available to Modivo Club Gold members to whom the Partner will provide a fixed discount on purchases (i.e. calculated in the shopping cart) of 10% off the current price of the Product, provided that such discount shall not be cumulative with any other promotions, discounts, actions or offers available to Customers. MODIVO will inform the Partner, via the Partner's Company Account or the Partner's designated primary email address, of the extension of the Modivo Club service to additional markets where MODIVO operates an Online Shop.

11. LIABILITY

- 11.1. MODIVO undertakes to act with due diligence so that the Online Shop and the Marketplace Service operate continuously without any disruption preventing the processing of Orders.
- 11.2. MODIVO shall be liable towards the Partner only for the Partner's actual damages resulting from: (i) wilful misconduct or gross negligence of MODIVO; (ii) technical failures of the

Marketplace Service, provided that such failure results from an act or omission of MODIVO; or (iii) infringement by MODIVO of third-party intellectual property rights. Any other liability of MODIVO for damages incurred by the Partner, including loss of profits, is excluded.

- 11.3. MODIVO shall not be liable for the Partner's activities on the Online Shop, including in connection with the use of the Marketplace Service. In particular, MODIVO is not responsible for the performance of the Sales Agreements concluded by the Partner with the Customer via the Online Shop, the Products sold by the Partner via the Online Shop, and the accuracy of the information provided by the Partner, in particular, posted within the Product page available on the Online Shop. For the removal of doubts, the Partner confirms that it acknowledges that under no circumstances does MODIVO provide the Partner with any consulting or advisory services. The Partner, due to the professional nature of its business, is obliged to carefully review its obligations in relation to its business and to continuously monitor any possible changes in factual and legal circumstances that may affect its business.
- 11.4. The Partner is solely responsible for its activity within the framework of the Online Shop, including the use of the Marketplace Service, in particular, it is responsible to the Customers for the performance of Sales Agreements, for the Products sold by the Partner through the Online Shop and for the accuracy of information provided by the Partner.
- 11.5. The Partner is solely responsible for the truthfulness of the information placed within the Offer and the Product page available in the Online Shop. This also applies to the information prepared by MODIVO based on the Content provided by the Partner, if the Partner has not raised objections in accordance with section 5.9 of the Terms and Conditions or if these objections have been considered by MODIVO.
- 11.6. In the event that, in connection with the Partner's activities on the Online Shop, including in connection with the use of the Marketplace Service, the Partner's failure to perform or improperly perform the obligations provided for in the Agreement, or the falsity / invalidity of the Partner's statements contained in the Agreement, claims are made against MODIVO by the Customer or any third party, the Partner will, to the fullest extent possible, indemnify and hold MODIVO harmless from any liability to the Customer or any third party and, in particular, agrees to take, at its expense and risk, all legal steps to adequately protect MODIVO from such claims or their consequences, including agreeing to step in in the shoes of MODIVO or, failing that, to step in on MODIVO's side in any proceedings, and agreeing to indemnify MODIVO in full for any costs MODIVO is required to incur against the Customer or any third party and the costs of the proceedings in full. The provisions of this clause 11.6 shall also apply mutatis mutandis after termination of the Contract by either Party.

12. COMPLAINTS

- 12.1. Complaints relating to the Marketplace Service may be submitted to the e-mail address: **partner@ccc.eu**. The title of the complaint should be marked as such, the complaint submission should describe the reasons for the complaint, the Partner's request and information allowing to identify the Partner, i.e. e.g. Partner's identification data, Login.
- 12.2. MODIVO shall consider complaints meeting the requirements specified in para. 12.1 above within 30 days of receipt and will inform the Partner of the outcome of the complaint. If the data or information provided in the complaints needs to be supplemented, MODIVO will request the Partner to supplement the data or information before processing the complaint. Failure to reply to the complaint within the period does not constitute recognition of the complaint.

13. TERMINATION OF THE CONTRACT

- 13.1. The contract is concluded for an indefinite period.
- 13.2. The Partner may terminate the Agreement in its entirety (i.e. the Marketplace Services on all Markets simultaneously) at any time with one month's notice effective at the end of the calendar month. Thereafter, the Partner's ability to use the Company Account within each Marketplace on which the Marketplace Service is provided to the Partner will be limited to the performance of and handling of obligations incurred up to the date of expiry of the notice period without the possibility of offering Products for sale via the Online Shop. Notice of termination must be sent to the email address **partner@ccc.eu**. The Partner may use the termination template attached as Appendix 10.
- 13.3. The Partner has the option to terminate the Agreement in part (i.e.: with respect to the Marketplace Service provided on a single Market while continuing to use the Marketplace Service on another or other Markets) with one month's notice effective at the end of the calendar month. After this time, the Partner's possibilities of using the Company Account within the Marketplace concerned by the termination will be limited to the fulfilment and handling of the obligations arising up to the date of expiry of the termination period without the possibility of offering Products for sale via the Online Shop. Notice of termination must be sent to the e-mail address **partner@ccc.eu**, with the reference "notice of termination" in the title of the e-mail. The Partner may use the termination form attached as Appendix 10.
- 13.4. MODIVO may terminate the Agreement in whole (i.e. in respect of the Marketplace Service provided to the Partner on all Markets concurrently) or in part (i.e. in the scope of the Marketplace Service provided to the Partner on a single Market, while continuing to provide the Partner with the Marketplace Service on another or other Markets) at any time with a one-month notice effective at the end of the calendar month, in particular due to technical or organizational changes within the MODIVO business, as well as in the event

of the Partner's breach of the provisions of the Terms and Conditions or loss of the Partner's credibility as verified on the basis of the principles indicated in the Terms and Conditions.

- 13.5. Notwithstanding the right indicated in para. 13.4, MODIVO may terminate the Agreement in part, i.e. partially restrict the provision of the Marketplace Service, as to the Partner's ability to offer a certain category of Products or a Product in the Online Shop, at any time upon 7 days' notice due to changes in the range of products in the Online Shop, including due to MODIVO's chosen commercial strategy or marketing objectives. The declaration of termination or partial termination of the Agreement shall be submitted to the other party in documentary form under pain of nullity.
- 13.6. The Partner is obliged to perform the tasks resulting from the previously concluded Sales Agreements also after the termination period, in particular with regard to the Customer's exercise of the right to withdraw from the Agreement, processing of claims resulting from warranty or non-conformity of the goods with the contract, granted guarantees.
- 13.7. Notwithstanding MODIVO's entitlement indicated in paragraphs 13.4. - 13.5. above, MODIVO may terminate the Agreement without notice in the following cases:
 - 13.7.1. the Partner blatantly violates the Terms and Conditions or repeatedly breaches the Terms and Conditions;
 - 13.7.2. failure to achieve, within the agreed timeframe, the key business performance indicators of the Partner agreed with the Partner and confirmed in Appendix No. 12 – Service Catalogue.
 - 13.7.3. the Partner's level of performance, as referred to in paragraph 5.16 of the Terms and Conditions, repeatedly falls below the thresholds indicated in Appendix 6;
 - 13.7.4. the activity of the Partner is contrary to the applicable moral norms, incites to violence or committing a crime, and if it violates the rights of third parties;
 - 13.7.5. The Partner fails to pay the amounts due under the cooperation with MODIVO within the designated period.
- 13.8. MODIVO will send its notice of termination to the Partner's Login e-mail address. In the case of termination of the Agreement according to the procedure specified in para. 13.7. MODIVO indicates the justification of its decision. The Partner directs its statement of termination of the Agreement to the e-mail address: **partner@ccc.eu**, with the notation "termination" in the title of the email.
- 13.9. MODIVO, irrespective of the right to terminate the Agreement, may decide to suspend the Partner's access to the Marketplace Service in its entirety or in respect of a particular Marketplace with immediate effect in the cases indicated in clause 13.7 above until the situation is clarified. At the time of suspension of access to the Marketplace Service, MODIVO shall send the Partner information about the suspension to the e-mail

address constituting the Login together with an indication of the reason for the suspension.

- 13.10. The Partner is obliged to duly perform the Sales Agreements concluded before the termination of the Agreement or the suspension of access to the Marketplace Service.
- 13.11. MODIVO, at its discretion and subject to its legal obligations, may, following termination of the Agreement, shop for information provided to or generated by the Partner in connection with the use of the Marketplace Service. The Partner, at MODIVO's discretion, may reasonably access the information referred to in the preceding sentence after termination of the Agreement on a case-by-case basis as determined by MODIVO.

14. PROCESSING OF PERSONAL DATA

- 14.1. In the performance of the Agreement, each Party shall remain a separate controller of the personal data of its employees and associates involved in the performance of the Agreement within the meaning of the RODO.
- 14.2. The Partner undertakes to process the personal data of the Customers in accordance with the applicable legal provisions, in particular the RODO, and is obliged to duly fulfil its information obligation towards the Customers.
- 14.3. The Parties are in principle separate controllers of the personal data of the Customers. If, between the Parties, personal data is entrusted for processing (in particular - to the extent to which MODIVO processes Customers' data on behalf of and for the benefit of the Partner), this shall be done in accordance with the provisions governing the protection of personal data and the agreement on entrusting the processing of personal data, which constitutes Appendix 9 to the Terms of Use.

15. CHANGES TO THE TERMS AND CONDITIONS

- 15.1. MODIVO may amend these Terms and Conditions at any time, if one of the following important reasons occurs:
 - 15.1.1. a change in the law governing the provision of services covered by the Terms and Conditions or affecting the rights and obligations of the Parties, or a change in the interpretation of the law because of court rulings, decisions, recommendations or recommendations of authorities or bodies competent in a given field;
 - 15.1.2. change in the provision of the Marketplace Service caused by technical or technological reasons (e.g. update of the Technical Requirements indicated in these Terms and Conditions, update of the placement rules);
 - 15.1.3. change in the scope of provision of the Marketplace Service by the introduction of new, modification or withdrawal by MODIVO of existing functionalities covered by the Terms and Conditions.
 - 15.1.4. changes to the price list / percentage rates of the Remuneration;
 - 15.1.5. changes to the privacy policy and improvement of customer privacy protection;

15.1.6. changes to the Product categories / assortment.

- 15.2. In the event of changes to the Terms of Service, MODIVO will make the consolidated text of the Terms of Service available on <https://partner.modivo.com/pl/terms/> with 15 days' notice and by means of a message sent to the e-mail address provided by the Partner as Login, which the parties consider to be the introduction of information about the changes to the Terms of Service into the electronic communication medium in such a way that the Partner may become familiar with its content.
- 15.3. The Partner has the option to terminate the Agreement before the expiry of the period referred to in paragraph 15.2 above.
- 15.4. Par. 15.2. does not apply if:
- 15.4.1. the Partner expressly renounces it (e.g. by proceeding to implement the Agreement in a manner consistent with the changes made)
 - 15.4.2. MODIVO is subject to a legal or regulatory obligation under which it is obliged to change the terms and conditions of the services covered by the Terms of Service in a way that makes it impossible to comply with clause 15.2.
 - 15.4.3. MODIVO must, by way of exception, amend its terms of use for the Terms of Service to address any unforeseen and imminent threat related to the protection of the Internet Intermediary Services, consumers or business users from fraud, malware, spam, data breaches or other cyber security threats.
- 15.5. For the avoidance of doubt, the Parties agree that a change to the content of the Market Table, does not constitute an amendment to the Agreement.

16. FINAL PROVISIONS

- 16.1. The Terms and Conditions shall come into force on **17 March 2026**.
- 16.2. The law applicable to the Agreement shall be the law of the Republic of Poland, and the competent courts shall be the common courts in the Republic of Poland, unless otherwise provided by from mandatory provisions of law. Any disputes between MODIVO and the Partner relating to the Contract shall be submitted to the court having jurisdiction over the seat of MODIVO.
- 16.3. The parties will seek to resolve any disputes between MODIVO and the Partner relating to the Contract, through mediation. If the Parties agree to mediation in writing under pain of nullity, mediation will be conducted by a mediator from the European Mediation Institute or a mediator from the Mediation Centre at the National Council of Legal Advisers under the terms of the indicated centre. MODIVO shall bear a reasonable share of the total costs of the mediation, which will be agreed between the Parties in each case. The list of mediators and the current mediation rules are available at <https://instytutmediacji.eu/> (for the European Mediation Institute), or <http://mediacje.kirp.pl/> for the Mediation Centre at the National Council of Legal Advisers.

- 16.4. MODIVO, without modifying the Agreement, may modify the technical implementation of the Marketplace Service, in particular for technological reasons (development of browsers and technologies), but this may not affect the scope and quality of the Marketplace Service, as well as the scope of rights and obligations of the Partner and MODIVO.
- 16.5. MODIVO provides technical and organizational measures appropriate to the degree of security risk of the Marketplace service provided.
- 16.6. The Partner's transfer of rights or obligations under the Agreement may only take place based on MODIVO's prior consent in writing under pain of nullity.
- 16.7. The Partners may access the Terms and Conditions at any time and may take a printout thereof.
- 16.8. The important provisions of the Agreement are recorded, secured, made available, and confirmed to the Partner by sending a message to the Partner's e-mail address, which is the Login.
- 16.9. In the event of any discrepancy between the Terms of Use in the Polish language and the Terms of Use in the English language, the English version shall prevail. In the event of any discrepancy between these Terms and Conditions in the English language, the Polish language version shall prevail.
- 16.10. The following appendices constitute an integral part of these Terms and Conditions
 - Appendix No. 1 – DECLARATION OF THE PROPRIETOR OF THE TRADEMARK;
 - Appendix No. 2 – LIST OF PAYMENT OPERATORS;
 - Appendix No. 3 – PERCENTAGE RATES OF REMUNERATION;
 - Appendix No. 4 – DELIVERY POLICY;
 - Appendix No. 5 – RETURN POLICY;
 - Appendix No. 6 – RULES FOR DETERMINING THE EFFECTIVENESS OF PARTNERS;
 - Appendix No. 7 – TERMS OF COOPERATION WITH THE PAYMENT OPERATOR;
 - Appendix No. 8 – CUSTOMER SERVICE RULES;
 - Appendix No. 9 – PERSONAL DATA PROCESSING AGREEMENT;
 - Appendix No. 10 – TERMINATION OF THE MARKETPLACE TERMS AND CONDITIONS / AGREEMENT;
 - Appendix No. 11 – INFORMATION AND OBLIGATIONS CONCERNING INDIRECT SERVICES.
 - Appendix No. 12 – SERVICES CATALOGUE.

APPENDIX NO. 1 - DECLARATION OF THE PROPRIETOR OF THE TRADEMARK

Acting on behalf of _____ (hereinafter: "Trademark Owner") being the manufacturer / distributor / owner* of the brand _____ holding the rights to use the following trademarks:

- 1. _____, registered at _____, under _____
- 2. _____, registered at _____, under the number _____
- 3. _____ registered at _____, under number _____

and having the right to mark with them the products it has in its offer and having the right to further grant approvals for the use of these trademarks, I hereby give my consent to the use of the above-mentioned trademarks, free of charge, by:

FULL DETAILS OF THE COMPANY OF THE PARTNER FOR WHICH THE CONSENT IS GRANTED (name, registered office, address, registration number in the relevant register, tax identification number)

("Partner"), and

MODIVO.COM S.A. based in Zielona Góra, Nowy Kisielin - Naukowa 15 Street, 66-002 Zielona Góra, KRS: 0000541722, NIP: 9291353356, BDO: 000031285, REGON: 970569861, share capital: 2,008,001.00 PLN (hereinafter: "MODIVO")

Which is a provider of online shop services under the MODIVO brand, whereby MODIVO provides certain manufacturers and distributors of branded products with the opportunity to offer for sale and sell these products ("Marketplace"). The Company consents to.

(i) the use by the entities of the logos set out in Schedule 1.1 to the Statement (or in subsequent notices) and

(ii) consents to the use of the trademark in the course of the Partner's cooperation with MODIVO within the Marketplace, in particular for the purpose of promoting the products offered by the Partner, for marketing and promotional activities, regardless of the manner, type and form in which they are carried out, including on television, on the Internet, on posters displayed to the public.

.....
(legible signature of person authorized to represent + company seal of the Company)

.....
(place, date)

Annexes:

Annex No. 1.1 - List of trademarks and logos with design

* Delete as appropriate.

** Regardless of the mode of registration (national, European, international)

APPENDIX NO. 2 - LIST OF PAYMENT OPERATORS

1. PayU S.A.

186 Grunwaldzka St.

60-166 Poznań

KRS 0000274399

APPENDIX NO. 3 - PERCENTAGE RATES OF REMUNERATION

1. According to the provisions of paragraph 8 of the Terms and Conditions, the Partner is obliged to pay MODIVO the Remuneration for each Settlement Period, calculated as a percentage of the net Commission on the gross value of Products sold by the Partner via a given Online Store and settled by MODIVO in the relevant Settlement Period, together with the Transaction Fee. The Commission and Transaction Fee amounts are rounded up to the nearest cent.
2. The percentage rates of Remuneration are presented in the table below as net amounts. The rates do not include VAT.

Lp.	Product category	Commission amount (net)	+ Transaction fee (net) 2%
1.	Accessories	13%	
2.	Underwear	13%	
3.	Jewellery and watches	8%	
4.	Footwear	14%	
5.	Clothing	14%	
6.	Bags/backpacks	13%	
7.	Cosmetics	10%	
8.	Perfumes	7%	
9.	Cosmetic accessories	9%	
10.	Cosmetic equipment	9%	
11.	Products for the home: Other	11%	

3. MODIVO reserves the right to introduce periodic promotional campaigns, the terms of which will be presented to the Partner on a case-by-case basis.

APPENDIX NO. 4 – DELIVERY POLICY

1. In the context of sales by the Partners via the Marketplace service at the Online Shop, the Partner with whom the Customer has concluded a Sales Agreement is responsible for the delivery of the Products purchased by the Customers.
2. The Partner undertakes to exercise the utmost diligence for the correct delivery to the Customer. For the purpose of correct delivery, at the conclusion of the Sales Agreement, the Partner is obliged to pay particular attention to the availability of the given Product, in order to ensure that it is possible to deliver the Product to the Customer within the period of time stipulated in these Terms and Conditions. In addition, the Partner undertakes carefully and appropriately package the Product in accordance with its characteristics to minimize the risk of damage to the Product during shipment to the Customer.
3. For proper delivery, the **Partner agrees to add a shipping note number label to each package containing a Product purchased through the Online Shop from the Partner and to inform MODIVO via the Company Account of the shipping note number for the purpose of tracking the shipment.**
4. The Partner undertakes **to assign the consignment note number**, to update the status of the Order within the Company Account to "shipped" and to send the Products subject to the Sales Contract to the Customer.
5. Under penalty of cancellation of the Order placed by the Customer:
 - 5.1. in the case of Orders delivered to the Partner on Business Days - the Partner undertakes to **confirm the status of the Order within 24 hours of receipt;**
 - 5.2. for Orders received on days other than Business Days, the Partner agrees to **confirm the status of the Order on the next succeeding Business Day.**
6. The Partner shall dispatch the **Order** to the Customer within **48 hours of receipt**, or **by the end of the next Business Day** if the Order is received on a day other than a Business Day.
7. In connection with sales in the Online Shop as part of the Marketplace Service, the Partner undertakes, in the event that the Customer chooses the form of payment "in advance", to provide the Customer with the opportunity to take advantage of the terms and conditions relating to the methods and costs of delivery of and costs of delivery of the Products offered in the Online Shop on the respective Marketplace. The current terms and conditions of delivery in the respective Marketplace are indicated in the in the "MODIVO Marketplace Table" available at <https://partner.modivo.com/pl/terms/>.
8. The Partner undertakes to carry out deliveries to the address indicated by the Customer in the Order placed on the Online Shop, in cooperation with the postal operators indicated by MODIVO.

9. The current list of postal operators on each Marketplace is indicated in the Table "MODIVO Marketplace Table" available at <https://partner.modivo.com/pl/terms/>.
10. MODIVO reserves the right to designate the Obligatory Postal Operators for individual Marketplace Markets. The current designation of Postal Operators as Obligatory in force on individual Marketplaces is indicated in the Table "MODIVO Marketplace Table" available at <https://partner.modivo.com/pl/terms/> .

APPENDIX NO. 5 - RETURN POLICY

1. Within the scope of sales conducted by the Partners via the Marketplace Service in the Online Shop, **the Partner** with whom the Customer has concluded a Sales Contract **is responsible for the return process**, in particular as a result of the Customer exercising his/her right to withdraw from the Sales Contract as well as the Customer exercising his/her rights under the warranty (or nonconformity of the Products) and guarantee (if granted). The Customer's right of withdrawal from the Sales Contract as well as the Customer's right to exercise his or her rights under the warranty (or non-conformity of the Products with the contract) and guarantee (if any).
2. In addition to any Customer's statutory right of withdrawal from the Contract of Sale, the Partner undertakes to grant Customers who are Modivo Club members purchasing Products via the Online Shop from the Partner a contractual right of withdrawal from the Contract of Sale of the Products purchased from the respective Partner at **no cost**. In exercising its contractual right of withdrawal from the Sales Contract, the Partner is obliged to allow its customers who are Modivo Club members **a period of 30 days (calculated from the date of receipt of the Product by the Modivo Club member) to return the Product free of charge**.
3. The Partner undertakes to use its best efforts to ensure that the Customer's rights are exercised correctly, the rights referred to in the following paragraphs. 1 and 2 above.
4. For the purpose of exercising the rights referred to in paragraphs 1 and 2 above, the Partner **undertakes to add a prepaid return label, a form for withdrawal from the Sales Agreement and instructions on how the Customer may withdraw from the Sales Agreement to each package** containing a Product purchased via the Online Shop from the Partner. If the Partner handles the returns process via the Return Merchandise Authorization (RMA) module, the Partner is exempt from the obligation to include a prepaid return label in the shipment. In such a case, the Partner is required to provide the Customer with instructions on how to generate a return label, enabling the Customer to properly and independently complete the return process.
5. The Partner undertakes to exercise the Customer's rights referred to in paragraphs 1 and 2 above in cooperation with the postal operators dedicated to a given Market in accordance with the "MODIVO Marketplace Table of Markets" available at <https://partner.modivo.com/pl/terms/>.
6. Unless otherwise stated in a separate agreement between the Partner and MODIVO, MODIVO is not obliged to ship Products returned to the Partner by Customers, and the Partner is obliged to indicate its own address as the shipping address for Products returned by Customers.
7. If a Product is returned to a Partner, not purchased by the Customer from that Partner, the Partner undertakes to send a parcel with the returned Product to the Customer. The Partner

undertakes to inform MODIVO via its Company Account of the situation within a **maximum of 48 hours of receiving the returned** Product from the Customer.

8. If the Partner receives the Product from the Customer, after the Partner has verified the condition of the Product and confirmed that it is correct, the Partner agrees to inform MODIVO via the Company Account that the Product sent by the Customer has been received within a **maximum of 48 hours of receiving the returned** Product from the Customer.
9. If the Customer has lost the return label attached to the package with the generated return shipping note number, the Partner undertakes to provide the return label to the Customer again at the request of MODIVO or the Customer.

APPENDIX NO. 6 – RULES FOR DETERMINING THE EFFECTIVENESS OF PARTNERS.

1. As part of its use of the Marketplace Service, the Partner shall comply with the Performance Indicators set out by MODIVO in this Annex. The performance indicators are calculated and enforced separately for each Marketplace where the Partner uses the Marketplace Service.
2. For the purposes of this Annex, the following definitions are adopted:
 - 2.1. **Acceptance time** - the time counted between the Partner being informed of an Order via the Company Account and the Partner accepting the Order.
 - 2.2. **Time to Dispatch** - the time counted from the moment the Partner receives the Order received from the Customer via the Online Shop as part of the Marketplace Service until the Partner dispatches the Product that is the subject of the accepted Order to the Customer. Within the Time to Dispatch, the Partner is obliged to change the status of the Order to "dispatched".
 - 2.3. **Incident** - reporting by the Customer of a complaint or grievance related to the service or Product purchased from the Partner as part of the Marketplace Service in the Online Shop to MODIVO Customer Service; the Incident is always related to a specific Order.
 - 2.4. **Response Time** - the time taken by the Partner to respond to messages and Incidents reported by MODIVO via the Company Account relating to an Order.
 - 2.5. **Incident Rate** - the number of accepted Orders by a Partner with at least one Incident reported in relation to a particular Partner, and an incident in open status or closed status with unresolved status, divided by the total number of Orders accepted by the Partner in the 30 days preceding the date of calculation of the rate.
 - 2.6. **Delayed Shipment Indicator** - the number of Products sent by the Partner to Customers later than the Time to Dispatch indicated in this appendix, divided by the total number of Orders accepted by the Partner during the 30 days preceding the date of calculating the indicator;
 - 2.7. **Order acceptance rate** - the number of Orders accepted by the Partner divided by the total number of Orders placed by Customers via the Online Shop to a given Partner during the 30 days preceding the date of calculating the indicator.
 - 2.8. If the Partner has been selling for less than 30 days, indicators referred to in points 2.5 - 2.7 are calculated based on the entire period of activity of the Partner.
3. To calculate the indicators referred to in points 2.5 - 2.7, a min. 5 transactions are required.
4. **An Incident in the open status blocks the payment of funds** to the Partner for the Order to which it relates until the Incident is resolved.
5. As part of the Marketplace Service, Partners are required to comply with the performance rules at least according to the values of the indicators indicated below:

No.	Indicator	Indicator values
1.	Order acceptance rate	minimum 97%
2.	Incident rate	less than 3%
3.	Rate of delayed shipments	less than 5%
4.	Average acceptance time	up to 24 hours
5.	Average Response Time	up to 24 hours
6.	Time to dispatch	up to 48h

6. The indicators indicated in this appendix will be calculated automatically for each Partner based on data (e.g. on the tracking number of the package containing the Product purchased by the Customer provided by the Partner, as referred to in appendix no. 8 para. 4.2. below) contained in the Partner's Company Account on the platform within the Marketplace Service. In the event of a discrepancy between the information provided in the Partner's Account and the reality, the Partner is entitled to file a complaint.
7. If the Partner repeatedly violates any of the performance indicators set out in this appendix, MODIVO is entitled to temporarily suspend the Partner's access to the Marketplace Service until the matter is clarified or terminate the Agreement in accordance with paras. 13.7 and 13.9 of the Terms and Conditions.
8. MODIVO undertakes to give the Partner reasonable notice of any breach or anticipated breach of the indicators referred to in this Appendix.
9. MODIVO reserves the right to conduct surveys to assess Customer satisfaction in connection with the Sales Agreement, which the Partner hereby acknowledges and accepts.

APPENDIX NO. 7 - TERMS OF COOPERATION WITH THE PAYMENT OPERATOR

1. Capitalized terms not defined in this appendix shall have the meaning given to them in the Terms of Use, subject to paragraph 2 below.
2. For the purposes of this Annex, the following capitalized terms are used and shall be construed in the sense set out below unless the context of their use clearly indicates otherwise:
 - 2.1. Terms- these Terms of Cooperation with the Payment Provider setting out the rules of cooperation with the Payment Provider in respect of payments made by Customers, refunds made by Customers and settlements between the Partner and the Service Provider under the Marketplace Service;
 - 2.2. Payment Operator - each of the payment operators indicated in Appendix 3 to the Terms of Service;
 - 2.3. Service - the services provided by the Payment Operator, including payment services.
3. The Partner does not bear the costs of cooperation with the Payment Provider as part of the Marketplace Service.
4. The Partner is obliged to read, accept, and apply the rules and regulations of the Services adopted by the Payment Providers. The Payment Provider and payment organizations (businesses offering a payment service whereby the Customer transfers funds to the Payment Provider) may contact the Partner directly, including directing enquiries to the Partner. The Partner is obliged to respond to queries addressed to it by the Payment Provider and payment organizations.
5. As part of the Marketplace Service, the Payment Provider will provide the following payment methods to the Partner's Customers paying for Orders placed with the Partner via the Online Shop:
 - 5.1. payment card accepted by a bank or acquirer-settlement center cooperating in the Marketplace Service (including Visa Checkout and MasterPass digital wallets);
 - 5.2. electronic payment by automatic transfer (including BLIK).
6. The Partner may only use the Services in person, and such use shall be limited to the cases indicated in the Terms of Use and these Terms of Use.
7. The Partner is obliged to have a bank account in the currency of the respective Market. The currencies of the relevant Market are indicated in the Market Table. Services will be provided in the currency of the respective Marketplace where the Marketplace Service is provided. This clause does not apply in the event of a separate agreement between MODIVO and the Partner.
8. In order to use the Services, it is necessary to have a device that allows access to the Internet, including a program for browsing its resources, and to have an account with a bank or financial institution established in one of the countries of the European Union or in a country subject to equivalent standards for the prevention of money laundering and terrorist financing.

9. Partner is not entitled to copy or capture sensitive payment data such as payment card numbers, CVV codes, "PIN" codes, etc., which may be provided by Customers for the purpose of paying the Price for Sales Agreements using the Services.
10. Within the framework of each individual Marketplace, on which the Marketplace Service is provided to the Partner, the Payment Operator maintains a separate sub-account for the Partner, in which payments from Customers for Sales Agreements concluded on that Marketplace are booked.
11. Payments from the sub-account maintained for the Partner are made no later than within 10 working days of each Settlement Period based on a report generated by MODIVO.
12. Withdrawals will be made to the bank account provided by the Partner, and this account should handle the currency of the Market for which the sub-account from which the withdrawal is made is maintained. At the same time, this account should be held by a bank or financial institution established in one of the countries of the European Union or in a country subject to equivalent standards within the meaning of anti-money laundering and anti-terrorist financing regulations.
13. Withdrawals shall include funds paid by Customers for the Price and delivery costs of concluded Sales Agreements, which will be credited to the Partner's sub-account no later than 14 days before the first working day of a given Settlement Period.
14. Payments will be reduced by:
 - 14.1. the amount of Remuneration due for Sales Agreements concluded by the Partner no later than 5 working days before the first working day of the respective Settlement Period, which Remuneration will be credited to the MODIVO sub-account by the Payment Provider;
 - 14.2. the Price and delivery costs for Sales Agreements from which Customers have withdrawn no later than 14 days prior to the first working day of the relevant Settlement Period;
 - 14.3. The settlement of the funds referred to in clause 17 is below.
15. Payments during the term of the agreement between the Partner and MODIVO will be increased, in the form of a transaction discount, by the portion of the Remuneration constituting Commission due for Sales Agreements from which Customers have withdrawn, provided that this portion of the Remuneration has been previously credited to the MODIVO sub-account. Upon termination of the agreement between the Partner and MODIVO, the transaction rebate will not be granted. For the removal of doubt, MODIVO indicates that the Transaction Fee, which is a component of the Remuneration, is not subject to the rebate referred to in this section.
16. The Payment Provider will refund the funds (Price and delivery costs) to the Customers who have withdrawn from the Sales Agreement concluded with the Partner from the funds

accumulated on the Partner's sub-account. The refund will be made on the basis of a report provided by MODIVO to the Payment Operator.

- 17.** If, within 24 hours of receiving the report from MODIVO, there are insufficient funds on the Partner's sub-account to make the refund, MODIVO may decide to order (subject to refund) the Operator to reallocate the corresponding funds to the Partner's sub-account from MODIVO's sub-account and return them to the Customer.
- 18.** At the same time, MODIVO reserves the right to return to the Partner for any funds reallocated in the manner described in paragraph 17 above to meet the Partner's obligation to the Customer (which MODIVO is not obliged to meet). The settlement of the funds reallocated to the Partner's sub-account from MODIVO's sub-account may take place with the next disbursement of funds from the sub-account held for the Partner. Paragraphs 17 and 18 do not constitute an obligation to reallocate the corresponding funds in every case.

APPENDIX NO. 8 - CUSTOMER SERVICE RULES

COMPLAINTS

1. The Partner is responsible for the Product's compliance with the Sales Contract concluded with the Customer and is solely responsible for handling complaints submitted by the Customer. The Partner is obliged to handle complaints submitted by the Customer, including informing the Customer of its decision to accept or reject the complaint, in a manner and within the timeframe in accordance with generally applicable regulations.
2. If the Customer submits a complaint to MODIVO regarding a Product purchased from the Partner, MODIVO will endeavor to promptly forward the Customer's complaint to the Partner either via information in the Company Account or via information to the Partner's primary email address. The Partner acknowledges and agrees that the submission of a complaint by the Customer to MODIVO, as referred to in the preceding sentence, in no way affects the Partner's statutory obligations to handle the Customer's complaint and does not transfer any liability therefor to MODIVO.
3. The Partner undertakes to handle the Customer's complaints in a pro-customer manner with a view to providing the best possible shopping experience for the Customer, which includes the Customer's after-sales service.

SHIPPING

4. Subject to the other provisions of the Agreement, as part of the Marketplace Service, MODIVO undertakes to provide after-sales service to Customers who have purchased Product(s) from Partners via the Online Shop to the extent indicated in the Agreement. Within the scope of the after-sales service, MODIVO undertakes to answer the Customer's questions regarding the order process, Product enquiries or the return procedure.
5. Subject to the other provisions of the Agreement, within the Marketplace service, MODIVO undertakes to provide after-sales service to customers who purchased the Product(s) from its partners via the online shop. As part of the after-sales service, MODIVO undertakes to answer the Customer's questions regarding the order process, product enquiries or the procedure for returning and refunding Products.
6. The Partner is obliged to provide a contact person in accordance with 4.2.2. d) of the Terms and Conditions from whom MODIVO can obtain information regarding possible questions from Customers or who will be responsible for fulfilling the Partner's obligation referred to in paragraph 2 above.
The Partner undertakes to ensure that the contact person(s) is available at the designated MODIVO telephone number and email address, between 8:00 a.m. and 8:00 p.m. from Monday to Friday inclusive.

7. The Partner or its designated contact person shall respond to MODIVO's enquiries without undue delay, no later than 12 hours after the enquiry has been made (in the case of questions sent electronically, after they have been sent), on working days between 8:00 a.m. and 8:00 p.m. If the deadline would expire on a day other than a working day, the deadline shall be 8:00 p.m. on the next day on which the Partner is obliged to ensure the availability of the contact person(s) in accordance with this paragraph.
8. The Partner undertakes to keep MODIVO and the Customer properly informed of changes in the status of the Order on the Marketplace Service, in particular including the statuses: new Order received, Order accepted for processing ("shipment pending"), Order rejected, Product shipped to the Customer, Product delivered to the Customer, return of the Product by the Customer.
9. Partner agrees to inform MODIVO via the Company Account of a change in the status of an Order to "accepted" ("shipment pending") or "rejected" within 24 hours of the Partner receiving the Order via the Online Shop;
10. In the event that a Product which is the subject of a Sales Contract concluded with a Customer is dispatched to the Customer by the Partner, information about the change of the status to "dispatched" shall be provided within 48 hours of the receipt of the Order by the Partner via the Company Account. The Partner shall also be obliged to inform the Customer each time via the Company Account of the track & trace number for the Order.
11. The Partner undertakes to communicate with the Customer with any information regarding changes in the Order status exclusively via MODIVO, which shall provide such communication based on the information supplied by the Partner. The Partner is obliged to transmit information about changes in the Order status through the Business Account so that it can be sent to the Customer by e-mail.
12. The Partner undertakes to provide a consignment note number for each consignment sent to the Customer in fulfilment of the Order to enable tracking the Customer and MODIVO.
13. The Partner undertakes to inform MODIVO via the Company Account of the tracking number of the package containing the Product purchased by the Customer.
14. The Partner undertakes to attach to the packages containing the Products a return label with a generated return consignment note number allowing the Customer to return the Product to the Partner in the event that the Customer exercises its right to withdraw from the Sales Agreement or to exercise the Customer's warranty and guarantee rights (if a warranty is provided for the Product).

UNDELIVERED SHIPMENT

15. The Partner undertakes to unconditionally refund the Customer within fourteen (14) days of the Customer's complaint in the following cases:

- a. the return shipment sent by the Customer has not reached the Partner,
- b. the parcel sent by the Partner has not reached the Customer.

RETURNS AND CANCELLATION BY THE CUSTOMER

16. The Partner is obliged to accept returns of Products in accordance with the rules adopted in these Terms and Conditions. In the event that the Partner receives a Product from the Customer, after the Partner has verified the condition of the Product and confirmed its correctness, the Partner undertakes to order, via the MODIVO Company Account, the return of the Product to the Customer – within a maximum of 48 hours or by the end of the next Business Day - from receipt.
17. If the Partner fails to comply with the obligation to order a refund as referred to in para. 13 and 14 above, the Partner authorizes MODIVO to order the refund on the Partner's Company account on behalf of the Partner, from the funds accumulated on the Partner's sub-account.
18. If there are insufficient funds in the Partner's sub-account to make a refund, MODIVO is authorised to order a refund from the Partner's sub-account at the Partner's request. In case of insufficient funds on the Partner's sub-account, MODIVO is entitled to issue a debit note to the Partner.
19. Unless MODIVO and the Partner agree otherwise, **starting from 15 May 2026, the Partner shall be obliged to handle the returns process via the Return Merchandise Authorization module** (hereinafter: **RMA**) made available within the Marketplace Service.
20. In particular, the Partner undertakes to:
 - a) implement and activate the RMA module;
 - b) integrate with at least one courier company supporting the RMA module (InPost or DPD).
21. MODIVO reserves the right to extend the list of courier companies supporting the RMA module.

APPENDIX NO. 9 – PERSONAL DATA PROCESSING AGREEMENT

1 DEFINITIONS

For the purposes of this Annex, the following definitions are adopted:

1.1 Administrator – the natural or legal person, public authority, entity or other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union law or Member State law, a controller may also be designated by Union law or Member State law or specific criteria for its designation may be set out within the meaning of Article 4(7) of the RODO;

1.2 Legal Acts - the mandatory provisions of law in force on the date of the conclusion of the Custody Agreement, taking into account any amendments thereto that occur during the term of the Custody Agreement, as well as the mandatory provisions of law that come into force during the term of the Custody Agreement, taking into account any amendments thereto that occur during that period;

1.3 Personal Data - any information about an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person, as defined in Article 4(1) of the RODO;

1.4 Processor - a natural or legal person, public authority, entity or other body which processes personal data on behalf of the Controller, within the meaning of Article 4(8) of the RODO;

1.5. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);

1.6 Data Processing Agreement - this appendix, constituting the entrustment agreement for the processing of Personal Data referred to in Article 28 of the DPA.

2. SUBJECT MATTER OF THE AGREEMENT

2.1 The Entrustment Agreement is concluded in connection with the Agreement between the Administrator and the Processor, the purpose of which is the provision of the Marketplace Service by the Processor to the Administrator via the Online Shop.

2.2 The Administrator within the meaning of the Entrustment Agreement is the Partner, and the Processor is MODIVO.

2.3 The Administrator entrusts the Processor with the processing of Personal Data within the scope set out in the Entrustment Agreement and instructs the Processor to process the Personal Data, and the Processor undertakes to process the Personal Data in accordance with the Legal Acts and the Entrustment Agreement currently in force, i.e. at the time of the conclusion of this Entrustment Agreement and throughout its duration.

2.4 The Processor shall be liable for the actions of the persons with the assistance of whom it processes Personal Data (including subcontractors) as for its own acts and omissions.

3. SCOPE OF ENTRUSTED PERSONAL DATA

3.1 The list of categories of persons, the scope of entrusted Personal Data, the purpose of processing and the list of operations on the Personal Data are contained in Appendix A to this Entrustment Agreement.

4. PRINCIPLES OF PERSONAL DATA PROCESSING

4.1 The Administrator shall have the right and obligation to decide on the purposes and means of processing Personal Data and to give instructions to the Processor in this respect. The instructions are set out in the Trust Agreement and may at any time be given by the Administrator and communicated to the Processor in documented form, i.e. in writing or electronically.

4.2 The Processor shall process Personal Data only on the documented instructions of the Administrator, unless such obligation is imposed on the Processor by Acts of Law. In such a case, the Processor shall inform the Administrator of this legal obligation prior to the start of the processing, unless the Legal Acts prohibit the provision of such information for reasons of important public interest.

4.3 A documented instruction may be an action carried out through the Online Shop. The Administrator's acceptance of the Terms and Conditions shall constitute an instruction given to the Processor to process Personal Data in accordance with the Terms and Conditions under this Trust Agreement.

4.4 The Processor shall promptly comply with the Administrator's instructions regarding the processing of Personal Data, regarding their security, unless such instructions are contrary to the Legal Acts.

4.5 If, in the Processor's opinion, an instruction given by the Administrator may constitute a violation of the Legal Acts, the Processor shall immediately inform the Administrator, justifying its position by indicating the specific provisions that the instruction could violate and the manner of such violation. The Administrator, no later than within 7 days from the date of delivery of the above information to the Processor, shall respond to the Processor's notification

and decides whether to withdraw the order or to maintain it (in which case, providing justification in this respect for the order's compliance with the Acts). Pending the presentation of the Administrator's decision, the Processor is entitled to suspend the processing of Personal Data within the scope of the order. In the event of a decision to uphold a command about which the Processor has raised its objections, the responsibility for the processing of Personal Data shall be borne by the Administrator.

5. SECURITY OF PERSONAL DATA PROCESSING

5.1 The Processor declares that it takes all measures required by law so that the processing meets the requirements of the Legal Acts and protects the rights of the Data Subjects. In particular, the Processor applies technical and organizational security measures to ensure the protection of the Personal Data entrusted for processing, appropriate to the risks and categories of Personal Data to be protected, and in particular protects the Personal Data from being disclosed to unauthorized persons, from being taken by an unauthorized person, from being processed in violation of the Legal Acts, and from being altered, lost, damaged or destroyed.

5.2 The Processor is entitled and obliged to decide on the technical and organizational security measures to be applied in order to create the necessary (and agreed) level of security for Personal Data. However, the Processor shall in any event implement, as a minimum, the following measures, as agreed with the Administrator

a. granting access to Personal Data only to the necessary (limited) circle of persons (employees / associates);

b. for Personal Data processed in paper form, storage in locked cabinets / rooms to which only authorized persons have access;

c. in the case of Personal Data processed in electronic form (in ICT systems) - ensuring access only after logging into the ICT system, using a dedicated, unique identifier intended for the exclusive use of the authorized person and a password with an appropriate level of difficulty.

5.3 The Processor shall process Personal Data in paper form and in electronic form, including through IT systems used by the Processor to operate the Marketplace Service and the Online Shop.

5.4 The Processor shall ensure that persons authorized to process Personal Data undertake to maintain secrecy or are subject to an appropriate statutory obligation of secrecy. The Processor undertakes not to disclose unauthorized persons information about the Personal Data, about the protection measures and safeguards applied to the Personal Data by it or by the Administrator.

6. ADMINISTRATOR SUPPORT

6.1 The Processor, taking into account the nature of the processing, shall, as far as possible, assist the Administrator through appropriate technical and organizational measures in fulfilling its obligation to respond to data subjects' requests to exercise their rights under the Legal Acts, i.e. by supporting the Administrator in enabling data subjects to exercise their rights to:

6.1.1. access to the Personal Data, including to obtain a copy;

6.1.2. rectification of Personal Data;

6.1.3. erasure of Personal Data ("right to be forgotten");

6.1.4. restriction of processing of Personal Data;

6.1.5. portability of Personal Data;

6.1.6. objection;

and the obligation to notify rectification, erasure or restriction of the processing of Personal Data.

6.2 The Processor, having regard to the nature of the processing and the information available to it, shall assist the Administrator to comply with the obligations set out in the Acts, to the extent required by the legislation, i.e. in particular:

6.2.1. provide the Administrator with information on the technical and organizational measures implemented and organizational measures in place and, if in the Administrator's opinion these measures are insufficient, implements additional technical and organizational measures determined by the Administrator;

6.2.2. assist the Administrator in the data protection impact assessment and, at the Administrator's request - in ensuring compliance with the obligations arising from this assessment and in consultations with the supervisory authority;

6.2.3. in the event of a breach of the protection of Personal Data, depending on the type of breach and the decision of the Administrator, support the Administrator in notifying the supervisory authority and/or notifying the persons to whom the Personal Data relates.

6.3 The Processor shall, on each occasion, inform the Administrator of any event constituting a breach of the Legal Acts or the Entrustment Agreement, in particular which may result in the Administrator's or the Processor's liability under the Legal Acts or the Entrustment Agreement, promptly, but no later than within 72 hours of the occurrence of the event.

7. ENTRUSTMENT OF PERSONAL DATA TO THIRD PARTIES

7.1 The Processor shall comply with the terms and conditions for the use of another processor, referred to in the Legal Acts and this section.

7.2 The Processor may, in respect of the processing of Personal Data, use the services of another processor (general consent of the Administrator by informing the Administrator of any intended changes regarding the addition or replacement of other processors, and the Administrator shall have the opportunity to object to such changes.

7.3 In the event of an entrustment as referred to in paragraph 7.2 above, the Processor shall ensure that the same data protection obligations are imposed on the third party as in this Entrustment Agreement, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing complies with the requirements of the Acts. The Processor shall ensure that the Administrator is able to exercise its rights that it has against the Processor (to carry out audits and inspections) in accordance with the law or the Entrustment Agreement, also directly against this Processor. If that other processor fails to comply with its obligations to protect Personal Data, the full liability to the Administrator for compliance with the obligations of that other processor shall rest with the Processor.

8. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

8.1 The transfer of Personal Data by the Processor to a third country or an international organisation, as well as the use by the Processor of the services of another processor in a third country, may only take place at the documented direction of the Administrator unless such obligation is imposed on the Processor by Union law or the law of the Member State to which the Processor is subject. In this case, the Processor shall inform the Administrator of this legal obligation prior to the start of processing, unless such law prohibits such information on the grounds of important public interest.

8.2 Transfers of Personal Data to a third country or international organization shall only be possible if they provide adequate safeguards and provided that enforceable data subject rights and effective legal remedies are in place.

9. CONTROL RIGHTS

9.1 The Processor shall make available to the Administrator at the Administrator's request, all information necessary to demonstrate compliance with the Processor's obligations as a processor of Personal Data under the Legal Acts, and shall allow the Administrator or an auditor authorized by the Administrator to carry out audits, including inspections and shall contribute to them.

9.2 The Parties agree that the Administrator shall be entitled to audit the compliance of the Processor's processing of Personal Data only if the Administrator reasonably suspects that the Processor is in breach of the Legal Acts or the Entrustment Agreement and no more frequently than once every 12 months. The Administrator is required to set out the circumstances justifying

its suspicion in the notice of intention to initiate an audit served on the Processor at least 90 days before the planned audit.

9.3 The audit referred to in clause 9.2 above may only include an inspection of relevant documentation and the right to obtain necessary information/clarification regarding the implementation of the provisions of the Agreement and the Entrustment Agreement. The Processor has the right to refuse to provide documentation or information/clarification to the extent to which the audit could threaten the disclosure of personal data other than that processed by the Processor under the Entrustment Agreement or disclosure of company secrets. In such a case, the Processor is obliged to clearly and comprehensively justify its position in writing (including electronically).

10. FINAL PROVISIONS

10.1 The Entrustment Agreement is concluded for the duration of the Agreement concluded by the Parties.

10.2 Termination of the Agreement by either Party, at any time and in any manner, shall result in termination of the Entrustment Agreement.

10.3 The Processor, upon termination of the processing of Personal Data under the Entrustment Agreement, shall, at the discretion of the Administrator, delete or return to the Administrator all Personal Data and delete all existing copies thereof, unless the Personal Data is required to be retained by Acts.

10.4 The Parties shall designate contact persons for matters relating to the performance of the Entrustment Agreement:

10.4.1. on the part of the Administrator: the name, surname, contact number and email address indicated by the Administrator on the Partner Account registration form within the Online Shop.

10.4.2 from the Processor's side: *Lukasz Griesman*, contact number: +48 572 776 069, email address: iod@modivo.com.

10.5 In matters not regulated by the Entrustment Agreement, the relevant generally applicable provisions of the law and provisions of the Agreement shall apply.

10.6 Should one or more provisions of the Entrustment Agreement be or become invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions thereof. The invalid or ineffective provision shall be replaced by the provision that comes closest to the purpose intended by the Parties.

10.7 The following annexes form an integral part of the Trust Agreement:

10.7.1 APPENDIX A: Personal Data entrusted by the Administrator to the Processor for processing;

10.7.2. APPENDIX B: List of approved further processors

APPENDIX A to the Entrustment Agreement

Personal Data entrusted by the Administrator to the Processor for processing:

1. Categories of Data Subjects:

- 1.1. Customers of the Online Shop with whom the Partner has concluded a Sales Agreement;
- 1.2. employees and associates of the Processor;

2. the scope of the Personal Data, in relation to each of the above categories of persons:

Re 1.1.

The Processor processes Personal Data entrusted by the Administrator:

- Identification Data, in particular: first name, surname;
- Contact data, in particular: e-mail address, telephone number;
- Address Data, in particular: mailing address;
- Transaction data relating to Orders / Sales Contracts, in particular: number Identification number of the Order payment, Order number and names of the Products comprising the Order, Order amount, bank account number.

Re. 1.2.

- first name,
- surname,
- e-mail address,
- business telephone number. 3;

3. purpose of processing by the Processor of the Personal Data entrusted to it:

3.1. Execution and settlement of Sales Agreements concluded between the Partner and the Customer;

3.2. the Processor's communication with Customers in relation to Orders / Sales Agreements and after-sales service in connection with clauses 3.1.6. and 7.5. of the Terms and Conditions and Appendix No. 9 to the Terms and Conditions.

4 Personal Data processing operations:

collecting, storing, viewing, recording, organizing, structuring, modifying, downloading, using, disclosing by transmission, dissemination or otherwise making available, matching or linking, limiting, deleting

APPENDIX B to the Trust Agreement

List of approved downstream processors:

Company name and address	Country	Services provided / purpose
Mirakl GmbH Dachauer Straße 65, 80335 Munich	Germany	Cloud service
OVH Sp. z o.o. 1 Swobodna St, 50-088 Wrocław	Poland	Hosting
OChK - Operator Chmury Krajowej Sp. z o. o. 62 Grzybowska St, 00-844 Warszawa	Poland	Cloud infrastructure

APPENDIX NO. 10 - TERMINATION OF THE MARKETPLACE TERMS AND CONDITIONS / AGREEMENT

/name and address of Partner company/

/Partner's tax identification number/

/place, date/

MODIVO.COM Joint Stock Company based in Zielona Góra

66-002 Zielona Góra, ul. Nowy Kisielin - Naukowa 15

TERMINATION OF THE AGREEMENT FOR THE PROVISION OF SERVICES

Acting as¹ on behalf of², based on para. **13.2** of the Terms and Conditions for the use of the Modivo Marketplace Service by Partners with operations registered on the territory of Poland (hereinafter also referred to as the "Agreement"), I/We hereby terminate the Agreement concluded with MODIVO S.A. Agreement in **its entirety**, with one (1) months' notice effective at the end of the calendar month. The Agreement in question shall be terminated as of³

/OR IN THE EVENT OF PARTIAL TERMINATION⁴ /.

Acting as⁵ on behalf of⁶, pursuant to para. **13.3** of the RTerms and Conditions for the use of the Marketplace Modivo Service by Partners with activities registered in Poland (hereinafter also "Agreement"), I/we hereby terminate the Agreement concluded with MODIVO.COM S.A. Agreement **in the part** concerning the provision of the Marketplace Service on the Market⁷, with one (1) months' notice effective at the end of the calendar month. Thus, the Marketplace Service for the Marketplace to which the termination applies shall cease to be provided as of⁸

.....
/signature/s of person/s authorized to represent the Partner/

¹ Indicate the relevant function within the Partner entity, e.g. owner, attorney, proxy, board member, management board;

² Enter the full name of the Partner's firm corresponding to the name in the appropriate commercial register

³ Enter the date on which the Agreement terminates

⁴ Choose one of two grounds for termination, i.e. either in whole or in part

⁵ Provide the function of the Partner's entity, e.g. owner, proxy, proxy, board member, management board;

⁶ Provide the full name of the Partner's company corresponding to the name in the relevant register of companies

⁷ Enter the Marketplace to which the termination of the Marketplace service applies. More than one Marketplace may be entered.

⁸ Indicate the date on which the Agreement is terminated

APPENDIX NO. 11 - INFORMATION AND OBLIGATIONS CONCERNING INDIRECT SERVICES

1. The Marketplace service constitutes an indirect service within the meaning of Regulation 2022/2065 of the European Parliament and of the Council of the EU of 19 October 2022 on the digital single market for services and amending Directive 2000/31/EC (Digital Services Act).
2. By using the Online Shop, the Partner undertakes not to provide, transmit or publish illegal content.
3. The Partner declares that it undertakes to present and sell via the Marketplace Service only Products that comply with the applicable provisions of European Union law.
4. Illegal content means information that, or by reference to a certain action, does not comply with generally applicable law. Illegal content may include content which infringes copyright, content which is discriminatory, offensive, vulgar, incites hatred or otherwise violates personal rights, as well as the presentation of Products and information about them which do not meet specific legal requirements or violate the rights of others.
5. MODIVO may become aware of illegal content on its own but may also receive information about its existence from any person or entity, including trusted whistleblowers.
6. MODIVO does not conduct any prior or automated identification or verification of illegal content on the Marketplace Service, and all decisions regarding illegal content are made after MODIVO has been made aware of its existence and by persons with appropriate knowledge to do so.
7. If the Partner identifies illegal content on the Marketplace Service, the Partner has the right to report it to MODIVO and should do so via the electronic contact point available on the Online Shop website under the tab for illegal content (DSA) and selecting the option to report illegal content.
8. MODIVO will, upon becoming aware of the existence of illegal content on the Marketplace Service, remove it or prevent access to it.
9. If a Marketplace Service recipient, including a Partner, submits illegal content or content that does not comply with the Terms and Conditions it may use:
 - a. limiting the visibility of specific information, including removing it, preventing access to it, deposition;
 - b. suspension, termination or other restriction of monetary payments;
 - c. suspension or termination of the service in whole or in part;
 - d. suspension of the Company Account or termination of the contract for the provision of electronic services regarding the Company Account.
10. The decision, together with the reasons for the decision taken because of the notification of the content in question, will be communicated to the e-mail address of the notifying party and the service recipient concerned.

11. MODIVO always respects the fundamental rights of the recipients of services, as well as freedom of expression and information. At the same time, the affected recipients of the service will be provided with justification for the restrictions applied.
12. If the Partner does not agree with the decision referred to in para. 8 or 9 or its justification, the Partner has the right to lodge a complaint within 6 months of being informed of the decision. MODIVO will respond to the complaint as soon as possible and clarify the objections raised. A complaint can be made electronically by using the electronic contact point and selecting the option to make a complaint. The point of contact is available on the website of the Online Shop under Illegal Content (DSA).
13. In the case of frequently and obviously unfounded reports or complaints originating from the Partner, MODIVO is entitled, after having warned the Partner to no avail, to suspend the processing of its reports and complaints for a period of up to 12 months.
14. If MODIVO receives an order from an authorized judicial or administrative authority, it shall take the action specified therein or provide the information indicated. In such a case, if these actions relate to a specific Partner or the content provided by the Partner, the Partner concerned will be informed of the receipt of such an order within the period specified therein or, if no such period is specified, at the latest when MODIVO takes the action in question.
15. The Partner acknowledges that if MODIVO becomes aware of an illegal Product offered by the Partner to consumers located in the Union through the Marketplace Service, MODIVO is obliged to inform consumers who have purchased the illegal Product through the Marketplace Service, if it has their contact details, of the fact that the Product is illegal, the identity of the Partner and any appropriate remedies available to the consumer. The above obligation is limited to cases where an illegal Product was purchased in the six months preceding the moment MODIVO became aware of its illegal nature.