

TERMS AND CONDITIONS OF USE OF THE MODIVO MARKETPLACE SERVICE BY PARTNERS
WITH ACTIVITIES REGISTERED IN THE TERRITORY OF POLAND

1. DEFINITIONS

MODIVO – MODIVO S.A. with its registered office in Zielona Góra (Nowy Kisielin – Naukowa 15, 66-002 Zielona Góra), entered into the register of entrepreneurs kept by the District Court in Zielona Góra, VIII Commercial Division – National Court Register, under 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 in particular 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 in particular services enabling the conclusion of Sales Agreements between the Customer and the Partner and use of related features and through which the Marketplace Service is provided. Each Market operates a separate Online Shop with its own Online Shop Terms and Conditions, which define the terms and conditions of using its services;
- 1.3. **Marketplace Service** – a paid service provided electronically to the Partner by MODIVO via the Online Shop operated on a given Marketplace. The list of Online Stores through which the Marketplace Service is provided is available in the Markets Table;
- 1.4. **Partner** – an entrepreneur within the meaning of the Civil Code, registered for tax purposes in the territory of the Republic of Poland who concludes or has concluded an Agreement with MODIVO and, as part of its business activity, deals with the retail sale of Products in the MODIVO Online Store on one or more Markets;
- 1.5. **Market** – the country in which MODIVO provides its Customers with an Online Store with a Marketplace offer. The current list of Markets is indicated in the Markets Table;
- 1.6. **Company Account** – an electronic service that allows the Partner to manage the Marketplace Service on a given Market. The Affiliate obtains access to the Company Account using the Login and Password;
- 1.7. **Sales Agreement** – a sales agreement within the meaning of the Civil Code concluded between the Partner and the Customer via the Online Shop, the subject of which is the sale of the Product by the Partner to the Customer. The Contract of Sale specifies, in particular, the Product, its main features, price, shipping costs and other relevant terms and conditions, in particular those specified in the Order placed by the Customer and the Terms and Conditions of the Online Shop accepted by him. Each Product is subject to a separate Contract of Sale;
- 1.8. **Product** – goods made available by the Partner as part of the Online Shop, which may be the subject of the Sales Agreement. The presentation of the Product in the Online Shop does not constitute an offer within the meaning of the Civil Code;

- 1.9. **Price** – gross amount (including tax) specified in the currency used by the Online Shop, payable to the Partner for the transfer of ownership of the Product to the Customer in accordance with the Sales Agreement. 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 units and its characteristics, added to the Product as part of the Company Account and available to the Client as part of the Online Shop;
- 1.11. **Content** – any textual, graphic or multimedia elements related to the Products, in particular descriptions, photos, logos, trademarks, graphics, markings, promotional videos, posted in the Online Shop by the Partner on the terms described in the Terms and Conditions;
- 1.12. **Settlement Period** – the period of immediately 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);
- 1.13. **Remuneration** – commission remuneration due to MODIVO from the Partner for the performance of the Agreement, determined in accordance with the rules described in section 8 of the Terms and Conditions;
- 1.14. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- 1.15. **Technical requirements** – For a website - a computer, laptop or other multimedia device with Internet access; access to e-mail and an active e-mail address; (web browser: Mozilla Firefox, Microsoft Edge, Opera, Google Chrome, Safari version from the last 24 months; recommended minimum screen resolution: 1024x768; enabling the possibility of saving cookies and Javascript in the web browser. For the Application - a mobile device with active Internet access and Android installed in an updated version to a version not older than the last 2 years and available Google services or iOS system updated to a version not older than the last 2 years. For some features, a mobile device with a camera and geolocation service (GPS). The app should be updated to the latest version available.
- 1.16. **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.

Words or phrases written with a capital letter in the Terms and Conditions and not defined in the Terms and Conditions have the meaning given to them by the Terms and Conditions of the Online Shop applicable to the legal relationship under 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, capitalised words or phrases shall be construed in accordance with the Online Store Terms and Conditions of that Marketplace.

In each case in which the definition of Online Store is used, it should be understood as each Online Store separately 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 through Online Stores operating in the territory of the countries listed in the Table of Markets.
- 2.3. In order to start using the Marketplace Service on a given Market, the Partner accepts the Terms and Conditions and thus undertakes to comply with the specific terms and conditions applicable to this Market, which are set out in the Table of Markets. Acceptance of the Terms by the Partner is voluntary, but necessary in order to use the Marketplace Service.
- 2.4. Marketplace Services provided on the basis of a prior agreement of the parties confirmed by in the form of an e-mail by MODIVO and after meeting the conditions set out in the Terms and Conditions, may be extended territorially to other Markets. If the Partner has already accepted the Terms and Conditions and is already using the Marketplace Service on one of the Marketplaces, in order to start using the Marketplace Service on the next Market, the Partner accepts, on the terms set out in section 4, the detailed terms and conditions applicable to the Marketplace to which the Marketplace Service is to be extended and which are specified in the Markets Table. The agreement referred to in this section is conditioned by: prior fulfilment by the Partner of objective quality conditions corresponding to the standards of sales in the Online Shop, which are separately verified by the Parties, and delivery to the Partner of an invitation to start selling in 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 Online Stores are available at the addresses of the websites indicated in the Table of Markets.
- 2.6. The Agreement between MODIVO and the Partner shall be concluded at the moment of receipt by the Partner of the confirmation of registration (creation of the first Company Account) sent by MODIVO to the Partner's e-mail address constituting the Login.
- 2.7. In the case of extending the scope of services to include Marketplace Services provided on another Marketplace, the Agreement and the extension of the scope of services shall be modified at the time of receipt by the Partner of the confirmation of the registration of the Company Account for a given Market sent by MODIVO to the Partner's e-mail address constituting the Login.
- 2.8. The condition for the use of the Marketplace Service on a given Market is each time the Partner is positively verified by MODIVO in terms of the attractiveness of the brand, its potential, recognisability, uniqueness of the assortment, complementation of MODIVO's current offer on this Market. The Partner undertakes to maintain certain standards which are the basis for its positive verification by MODIVO throughout the entire period of using the Marketplace Service.

- 2.9. In order to use the Marketplace Service on a given Marketplace, the Partner must present the consent of the holder of the brands that mark the Products offered by the Partner for sale in the Online Store on that Market. This condition is fulfilled in the case of presenting MODIVO with the consent of the above-mentioned entitled person with the content specified in Appendix No. 1 to these Terms and Conditions. MODIVO reserves the right to release the Partner from the obligation to provide the above consent, of which the Partner will be informed individually in each case.
- 2.10. The consent referred to in clause 2.9 also includes granting or confirming the Partner's right to use trademarks, the rights to which are vested in the owner of the brand, in the scope of marking Offers or Products with them. The content of the consent should enumeratively indicate the trademarks together with their exclusive rights numbers or other registration number, used by the trademark to designate the Offers or Products.
- 2.11. A change of the brand used to mark the Products by the Partner or the type of assortment offered, or the extension of an additional assortment (e.g. the introduction of a different brand to the market) not covered by the prior consent, is possible only after the prior approval of MODIVO on the terms described in paragraphs 2.9 and 2.10 and confirmation by MODIVO of these arrangements in writing, including e-mail, otherwise it will be null and void.
- 2.12. The condition for using the Marketplace Service is to meet the Technical Conditions and comply with the provisions of the Terms and Conditions.
- 2.13. The Parties are obliged to take measures to minimise the risks associated with services provided electronically, in particular the Partner is obliged to keep the Password and Login strictly confidential and not to make them available to unauthorised persons. In addition, the Partner shall be liable to MODIVO or third parties for the acts and omissions of persons acting on its behalf as well as for its own acts and omissions.
- 2.14. MODIVO may entrust the performance of its individual duties provided for in the Terms and Conditions to subcontractors. MODIVO takes steps to ensure that this does not affect the functioning of the Online Store and the scope and quality of the Marketplace Service.
- 2.15. The Partner is obliged in particular to:
- 2.15.1. provide only true, current and all necessary data when using the Marketplace Service;
 - 2.15.2. provide only such personal data as part of the use of the Marketplace Service, for which it has a valid basis for processing within the meaning of the provisions of the GDPR;
 - 2.15.3. use the Marketplace Service in a manner that does not interfere with the functioning of MODIVO or the Online Store, as well as in a manner consistent with applicable law, the provisions of the Terms and Conditions, as well as with the customs and principles of social coexistence adopted in a given scope;
 - 2.15.4. promptly update the data, including personal data provided to MODIVO in connection with the use of the Marketplace Service, in particular to the extent that it is necessary for the provision of the Marketplace Service;

- 2.15.5. informing about the loss of consent/right to represent the brand the ability to offer it as part of the Marketplace Service;
- 2.15.6. not to provide or transmit any content prohibited by applicable law, in particular content infringing the economic copyrights of third parties or their personal rights;
- 2.15.7. not to take actions such as:
- sending or placing unsolicited commercial information in the Online Shop or placing any content that violates applicable law (prohibition of placing unlawful content);
 - undertaking IT activities or any other activities aimed at obtaining information not intended for the Partner, including data of other Partners, or interfering with the rules or technical aspects of the Online Store's operation.
- 2.15.8. in the event of a request to MODIVO by public administration authorities or initiation of any control of proceedings against MODIVO, the Partner undertakes to immediately (within a period of no more than 48 hours) provide MODIVO with all information and evidence requested by public administration authorities.
- 2.16. The Partner is additionally obliged to submit a statement to MODIVO about the place of permanent establishment or about its registered office, depending on the form of business activity conducted by the Partner, from which/from which the sale is made. The Partner is also obliged to inform MODIVO about all tax establishments or fixed places of business in countries other than the country of the Partner's registered office or permanent place of business. The Partner is obliged to inform MODIVO each time no later than 7 days from the date of the change regarding the change of the place from which the sale is made, within the meaning of this provision.
- 2.17. MODIVO may, for technical reasons, temporarily disable certain functionalities of the Online Store or the Marketplace Service in order to improve them, add new functionalities or perform maintenance. MODIVO shall inform the Partner each time about the suspension or limitation of the provision of the Marketplace Service by sending an appropriate message to the Partner's e-mail address constituting the Login and posting an appropriate 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:
- a) sale of Products through the Online Shop operating on the Marketplace in the territory of which the Partner has its tax residence or registered office;
 - b) sale of products through the Online Shop operating on the Market, the territory of which the Partner does not have its tax residence or registered office;
- 3.2. MODIVO, on the terms described in the Terms and Conditions, provides the Marketplace Service to the Partner on a given Market, which includes:
- a) to enable the creation of a Company Account;
 - b) enabling Partners to add Products to the offer of the Online Shop and add a description of the offers of the Online Shop;

- c) enabling the publication of the Offer within the Online Shop in order to present it to the Customers of the Online Shop;
- d) enabling Partners to conclude Sales Agreements with Customers via the Online Shop;
- e) conducting marketing activities aimed at promoting the Products offered by the Online Shop;
- f) MODIVO conducts communication with Customers in the scope of Orders/Sales Contracts and after-sales service (e.g. inquiries regarding complaints and Product returns).

4. REGISTRATION (CREATING A COMPANY ACCOUNT)

- 4.1. The Partner's use of the Marketplace Service on a given Market is possible after the Partner registers (creates a Company Account) within the Online Shop on that Marketplace. The Affiliate may have only one Company Account per Market, unless otherwise stipulated by individual arrangements between the Parties.
- 4.2. In order to register in the Online Shop (to create a Company Account) it is necessary to:
 - 4.2.1. submitting a statement through the relevant checkboxes on (i) reading and accepting the Terms and Conditions, (ii) familiarising themselves with the information on the processing of personal data and (iii) providing the required documents resulting from the provisions of points 2.9 and 2.10 of the Regulations;
 - 4.2.2. correct completion of the registration form provided by MODIVO by indicating the following data:
 - a) the business name and the name of the business used in trading;
 - b) NIP, REGON, KRS (if you have them);
 - c) registered office and address (street, apartment number, city, postal code, country);
 - d) an official telephone number and e-mail address for contact with the Partner, which may also be used by consumers,
 - e) data of the person(s) authorised to act on behalf of the Partner, i.e. name, surname, telephone number, e-mail address, together with an indication of the basis for authorisation,
 - f) details of the contact person authorised to act on behalf of the Partner in matters related to customer service and, if such a person has been appointed in the Partner's company, in matters related to marketing activities (name, surname, telephone number, e-mail address),
 - g) information on the business carried out as specified in the form (e.g. product categories, sales methods).
 - 4.2.3. positive verification of the Partner carried out by MODIVO, which includes in particular:
 - a) the accuracy of the data referred to in paragraph 4.2.2 above;

- b) the credibility of the Partner, verified in any manner consistent with the with applicable law, including by:
 - comparison of the data provided by the user with publicly available data (e.g. the National Court Register);
 - analysis of whether the Partner's assortment corresponds to the assortment available in the Online Shop with the use of which the Marketplace Service is provided;
 - analysis of whether the Partner's assortment does not infringe the rights of MODIVO or third parties, including other Partners, or does not infringe 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 single market for digital services and amending Directive 2000/31/EC (Digital Services Act), the Partner is obliged to provide MODIVO with a copy of the entrepreneur's identity document or any other electronic identification as defined in Article 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 allow for unambiguous identification of the person concerned, and the technical conditions for sending it will be agreed between the Partner and MODIVO.
- 4.2.5. For Partners who are already using the Marketplace Service, the documents, referred to in section 4.2.4 shall provide immediately, no later than 12 months from 17 February 2024, under pain of suspension of the provision of the Marketplace Service.
- 4.3. As part of the verification referred to in paragraphs 4.2.3 and 4.2.4 above, MODIVO has the right to require the Partner to submit relevant documents or provide explanations in order to confirm the correctness of the data provided as part of the registration form, as well as to verify the credibility and reliability of the Partner.
- 4.4. If the requirements set out in point 4.2 above are met, MODIVO shall immediately send a confirmation of registration (creation of the Company Account) to the Partner's e-mail address constituting the Login along with the activation link.
- 4.5. In the event of failure to meet the requirements set out in point 4.2 above, MODIVO shall immediately send information about the refusal to register (create a Company Account) to the Partner's e-mail address constituting the Login along with an indication of the reasons for refusal to register (create an Account).
- 4.6. On the terms provided for in the Terms and Conditions, the Partner within the Company Account:
 - 4.6.1. has the ability to change the Password;
 - 4.6.2. manages the data provided as part of registration (creating a Company Account) and in the course of using the Marketplace Service, in particular the data visible to the within the Online Shop (e.g. the Partner's identification data and the rules for the processing of personal data by the Partner);

- 4.6.3. has the ability to set preferences regarding notifications/communications sent in connection with the activities of the Company Account;
- 4.6.4. has the ability to add Products to the offer of the Online Shop and manage these Products;
- 4.6.5. as part of the Offer, specifies the price of the product, the quantity of products offered (the so-called depth of stock);
- 4.6.6. sets out the rules for the Sales Contracts concluded by him, including the methods of and delivery costs and payment methods available in the Online Store;
- 4.6.7. manages Customer Orders;
- 4.6.8. has the right to designate persons authorised to use the Company Account and determine the scope of this authorisation.
- 4.7. In order to extend the scope of the Marketplace Service to include new Marketplaces, the Partner each time undergoes the registration process (creates Company Accounts) 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. When using the Online Shop, the Partner is obliged not to deliver, transmit or publish illegal content or as part of the Marketplace Service. Detailed information on dealing with illegal content as well as content that does not comply with the terms and conditions of the Marketplace Service is provided in Appendix 11 to the Terms and Conditions.
- 4.10. The assignment of Products to the product categories indicated in the Table of Markets, after verification by MODIVO of the correctness of the assignment of the Products, shall be considered as fulfilment of the requirement referred to in section 4.2.3 letter b indent 2. Assigning Products to the "Outlet" category may be made only by MODIVO, in accordance with the rules indicated in section 5.17 of the Terms and Conditions. .An attempt to introduce or introduce a Product from outside the category by the Partner shall constitute a gross violation of the Terms and Conditions, which entitles MODIVO to remove the Product offer, block the Company Account or terminate the Agreement in accordance with the procedure provided for in section 13.7 of the Terms and Conditions (at MODIVO's discretion).

5. SELLING PRODUCTS THROUGH AN ONLINE STORE

- 5.1. The Affiliate represents and warrants that it has the necessary experience and human resources and warehouses, which enable it to properly perform the Terms and Conditions and the Sales Agreements, and that it will perform the Terms and Conditions and the Sales Agreements with due diligence appropriate for entities conducting business activity, and taking into account the applicable laws. In order to maintain quality standards in order 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 transaction cancellation, MODIVO reserves the right to temporarily or permanently block Offers that do not meet the quality criteria, in particular in cases such as:
 - 5.1.1. incorrect categorisation;

- 5.1.2. photos that do not meet MODIVO's quality requirements;
- 5.1.3. posting less than three photos of the Product that meet the condition indicated in section 5.1.2., unless the Parties have agreed on the possibility of posting a different number of photos within a given Product;
- 5.1.4. errors in the sizing area;
- 5.1.5. other errors that may significantly affect the shopping experience of Customers.
- 5.2. The Affiliate concludes Sales Agreements in its own name and on its own account. The Partner declares and warrants that the sales conducted by him within the Online Shop take place as part of his business activity and are of a professional nature for him.
- 5.3. As part of the Partner's profile visible in the Online Shop, the following are made available:
 - 5.3.1. data allowing for the identification of the Partner;
 - 5.3.2. the rules of the return and complaint policy of the Products;
 - 5.3.3. information on the method and cost of delivery.
- 5.4. The Product offered by the Online Shop has the so-called Product page, which contains in particular:
 - 5.4.1. information concerning the Product (Product specification), in particular the description, parameters and photos of the Product, including in particular information required by generally applicable laws appropriate to the characteristics of a given product;
 - 5.4.2. information about the entities offering a given Product, the Price of the Product, the time of shipment.
- 5.5. Products added by the Partner to the Online Shop's offer:
 - 5.5.1. must belong to the categories of Products described in the Table;
 - 5.5.2. they must be original and the Affiliate must be fully authorised to sell them to Customers, and such sale must not infringe any rights of third parties;
 - 5.5.3. must be brand new and packaged in their original packaging and must be available in all possible sizes appropriate to the respective Product;
 - 5.5.4. must be authorised and comply with all the requirements in accordance with with generally applicable laws and meet all quality standards applicable worldwide, with particular emphasis on the territory of the European Union;
 - 5.5.5. must have the necessary documentation required under generally applicable law, in particular the necessary attestations, quality certificates, declarations of conformity, warranty documents, maintenance instructions, as well as other documents necessary for the proper use of the of the Products;
 - 5.5.6. may not be the subject of security, court or enforcement proceedings;
 - 5.5.7. may not be encumbered with any rights of third parties and no claims of third parties may be made against them;

- 5.5.8. must meet certain quality criteria specified in these Regulations including the criteria referred to in point 2.8. and point 5.1.
- 5.6. Products that do not meet the requirements indicated in point 5.5 above may not be presented and sold through the Online Shop. MODIVO has the right to require the Partner to immediately submit relevant documents or provide explanations in order to confirm that the Product meets the requirements set out in point 5.5 above.
- 5.7. If the Partner becomes aware that the Product does not meet any of the requirements set out in point 5.5 above, the Partner is obliged to inform MODIVO immediately, no later than within 48 hours from the moment of becoming aware of the indicated information, by e-mail to the address partner@modivo.com. MODIVO removes a given Product from the offer of the Online Shop, which at the same time informs the Partner.
- 5.8. In the event that MODIVO has a justified suspicion that the Product does not meet the requirements set out in point 5.5 above, MODIVO shall call on the Partner to remove the Offer that does not comply with the Terms and Conditions immediately within no more than 48 hours from the date of notification, and in the event of ineffective expiry of the above-mentioned period, MODIVO shall have the right to suspend the Company Account. MODIVO shall inform the Partner about the suspension of the Company Account along with an indication of the reason for the suspension. The provisions contained in Appendix 11 regarding the handling of illegal content or content that does not comply with the Terms and Conditions shall apply *mutatis mutandis* to Products that do not meet the requirements of paragraph 5.5 above.
- 5.9. The Partner 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 Online Store's offer after acceptance by MODIVO within 3 working days. MODIVO shall each time inform the Partner about the inclusion of the Product in the Online Shop's offer or refusal to place the Product in the Online Shop's offer, together with an indication of the reasons for the refusal. MODIVO is entitled to use the Content provided by the Partner along with the addition of the Product and to modify it. 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 about it (objection notice) within 2 days from the appearance of the Product in the Online Shop's offer by e-mail to the following address: opisymarketplace@modivo.com. Partners are entitled to use the 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).
- 5.10. MODIVO, at the request of the Partner, may take photos of a given Product for an additional fee and on the terms specified in the individual arrangements between the Parties. The photos will be used to add the Product to the offer of the Online Shop, taking into account the rules described in section 5.9 above.
- 5.11. In the event that the Product (identification based on the EAN code) or another size of the Product is already in the Online Shop's offer, the Partner is not able to modify or

supplement the existing Product page. The Partner may propose a new description or submit amendments to the existing description of a given Product to the following e-mail address: opisymarketplace@modivo.com.

- 5.12. The purpose of the Marketplace Service is to expand the assortment available within the Online Store. Offers within the Online Shop are displayed to Customers taking into account the ranking rules, which are described in detail on the <https://partner.modivo.com/pl/terms's> website (tab: Help for Sellers). In the event of a change in the ranking rules, the provisions of section 15 of the Rules and Regulations shall apply.
- 5.13. The Partner undertakes to apply to the Customers within the Online Shop the Delivery Policy and the Return Policy, which constitute Appendix No. 4 and Appendix No. 5 to the Terms and Conditions, respectively.
- 5.14. The Partner is solely responsible (MODIVO does not bear any responsibility in this respect) and is obliged to provide Clients with all information in a reliable manner, in accordance with the truth and applicable law, in particular with regard to:
 - 5.14.1. the features and availability of the Product, including the number of units available for the Product;
 - 5.14.2. price of product;
 - 5.14.3. Delivery methods and costs
 - 5.14.4. payment methods available within the Marketplace Service;
 - 5.14.5. the rules for returning the Product (withdrawal from the Sales Agreement);
 - 5.14.6. Product complaint rules.
- 5.15. MODIVO is entitled to evaluate the effectiveness of the Partner. The rules for assessing the Partner's effectiveness and the consequences of failure to meet specific performance indicators of the Partner are set out in Appendix 6 to the Terms and Conditions.
- 5.16. The Partner undertakes not to place in the Online Shop and as part of the execution of Orders, any content that is directly or indirectly aimed at encouraging Customers to purchase Products outside the Online Store.
- 5.17. MODIVO declares that in order to best adapt the offer of the Online Shop to the needs of the Customers and to make the shopping experience more attractive to the Customer, the assortment of the Online Shop may be categorised, i.a. due to the seasonality of the seasons or due to its availability to the Customers. It is the Partner's responsibility to determine the seasonality of its Product offerings, i.a. by adding a product series assigned to the relevant autumn/winter or spring/summer season. The season of the Product, at the time of its introduction to the assortment of the Online Store, should correspond to the current season promoted in the Online Store. In the event that the season of a given Product does not correspond to the current season promoted in the Online Shop or if a given Product has a limited number of available sizes, then MODIVO reserves the right to decide to move the Partner's offer to the "Outlet" category. The Partner acknowledges and accepts the above, and therefore declares that it will not make any claims, including

claims related to lost profits, against MODIVO in connection with the transfer of the Product to the "Outlet" category.

6. PAYMENT AND DELIVERY METHODS

- 6.1. The Partner undertakes to provide the following payment methods to the Customers in the Online Shop:
 - 6.1.1. payment via a payment operator with which MODIVO cooperates as part of the Online Shop – the list of payment operators is attached as Appendix 2 to the Terms and Conditions;
- 6.2. The Partner is obliged to perform the activities necessary to start cooperation with the payment operator referred to in section 6.1.1 above, in particular with respect to the identification referred to in the Act of 1 March 2018 on Counteracting Money Laundering and Financing of Terrorism (i.e. Journal of Laws of 2020, item 971, as amended). Rules of cooperation with the payment operator referred to in section 6.1.1 above, in connection with the Partner's use of the Marketplace Service are specified in Appendix 7 to the Terms and Conditions.
- 6.3. In the event that the Client effectively withdraws from the concluded Sales Agreement, the Partner is obliged to refund the payment to the Client.
- 6.4. Detailed instructions regarding the Partner's actions in the case of deliveries and returns are specified in Appendices 4 and 5 to the Terms and Conditions.

7. ORDER MANAGEMENT AND CUSTOMER SERVICE

- 7.1. The Affiliate manages the placed Orders through the Company Account.
- 7.2. The Partner is obliged to send the Product which is the subject of the Order accepted by the Partner to the Customer within the time limit specified in Appendix no. 4. In the event of rejection of the Order, the Partner is obliged to indicate the reasons for the rejection of the Order.
- 7.3. The Affiliate is obliged to update the status of the Order on an ongoing basis. As part of the Online Shop, the following Order statuses are provided in particular:
 - 7.3.1. „acceptance pending”;
 - 7.3.2. „payment in progress”;
 - 7.3.3. „shipping in progress”;
 - 7.3.4. „sent”;
 - 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 paragraphs 7.3.1, 7.3.2, 7.3.6, 7.3.7, 7.3.8, 7.3.9 are assigned within the Online Shop automatically, and the others – manually. In the event that the where, in the Partner's opinion, there is a need to rectify the status of the Order, the Partner shall immediately inform MODIVO thereof.

- 7.4. MODIVO sends the Customer an e-mail notification about the change in the status of the Order referred to in sections 7.3.1, 7.3.3., 7.3.4, 7.3.5. The Partner undertakes not to send e-mails regarding the Order on its own.
- 7.5. MODIVO communicates with Clients in accordance with the rules set out in Appendix no. 8 to the Terms and Conditions.

8. REMUNERATION

- 8.1. The Partner is obliged to pay the Remuneration to MODIVO for each Settlement Period. The remuneration is calculated separately for each of the Online Stores through which the Marketplace Service was provided to the Partner
- 8.2. The remuneration is a certain percentage of the net value of the Products sold by the Partner through a given Online Shop together with the costs of delivery of the Products and settled by MODIVO in a given Settlement Period. The basis for calculating the Remuneration does not include receivables under Sales Contracts from which the Customer has effectively withdrawn using the right to withdraw from a distance contract.
- 8.3. The percentage rates of the Remuneration referred to in clause 8.2 are specified in Appendix no. 3 to the Regulations.
- 8.4. The remuneration is each time increased by the due tax on goods and services at the applicable rate.
- 8.5. The remuneration is calculated on the basis of the sales report of a given Partner, which will be available within the Company Account.
- 8.6. Within 5 days from the end of each Settlement Period, MODIVO shall issue and provide the Partner with a VAT invoice for the amount of the Remuneration due to MODIVO for a given Settlement Period. Payment of the Remuneration due to MODIVO shall be made within 15 days from the date of issuance of the VAT invoice to the bank account indicated on the VAT invoice, subject to the provisions contained in sections 8.7 – 8.9. The date of payment is the date on which the MODIVO bank account is credited. An electronic VAT invoice will be sent to the e-mail address indicated in the Company Account, indicated as the address for settlement, or if it is not indicated, to the main address.
- 8.7. MODIVO shall have the right to set off any receivables due to MODIVO towards the Partner, in particular receivables on account of the Remuneration, with the Partner's receivables towards MODIVO on account of the Products sold by the Partner via the Online Shop.

- 8.8. The Partner authorises MODIVO to transfer to the payment operator referred to in point 6.1.1 of the Terms and Conditions a direct debit to MODIVO the receivables due to MODIVO for the use of the Marketplace Service, in particular the Remuneration.
- 8.9. The remaining funds accumulated on the Company Account, after deducting any receivables due to MODIVO, will be paid to the Partner each time within 5 days after the end of each of the Settlement Periods to the Partner's bank account indicated in the Company Account.

9. LICENSE

- 9.1. The Partner declares that the Content made available to MODIVO under the Agreement is not burdened with any defects, in particular legal ones, that could hinder or prevent MODIVO from using the Content in the manner described in the Agreement.
- 9.2. Upon the provision of the Content by the MODIVO Partner, the Partner grants MODIVO a non-exclusive license to use the Content, without the need to take any additional action, in all fields of exploitation known on the date of conclusion of the Agreement, in particular:
- 9.2.1. in the field of recording and reproduction of the Content – production of copies of the Content using a specific technique, including printing, reprography, magnetic recording and digital technology;
 - 9.2.2. in the scope of disseminating the Content in a manner other than specified in point 9.2.1, making the Content available in such a way that anyone can have access to it via the Internet in a place and at a time of their choice.
- 9.3. The license for the Content is granted without territorial limitations, for a period of 5 years. After the expiry of the period referred to in the preceding sentence, the license for the Content shall be automatically extended for a further period of 5 years, unless either Party submits a declaration of intent to renew the license for the Content no later than 14 days before the expiry of the 5-year period. The statements of the Parties referred to in this section must be documented under pain of nullity. The Parties shall submit their declarations in accordance with the rules described in section 13.8 of the Terms and Conditions. The Partner undertakes not to submit a declaration of intent to extend the license for the Content and not to terminate the license for the Content during the term of the Agreement. To renew the term of your license to Content for subsequent five-year terms, the provisions of this section shall apply accordingly.
- 9.4. MODIVO has the right to grant a further license to the Content (sublicense), in particular to the extent necessary to carry out marketing activities for the Partner.
- 9.5. The Partner grants MODIVO permission to use and dispose of derivative works that will be created with the use of the Content.
- 9.6. The Partner undertakes and warrants that the holders of moral rights to the Content will not exercise such rights in relation to MODIVO or third parties acting on behalf of MODIVO. In the event that third parties make claims regarding the Content against MODIVO, the

Partner shall release MODIVO liability, will defend MODIVO against such third-party claims and will pay all costs, expenses and damages related thereto.

- 9.7. Upon the disclosure by MODIVO to the Partner of the photos of the Products taken by MODIVO at the request of the Partner on the terms indicated in section 5.10 of the Terms and Conditions, and as part of individual arrangements between the Parties, MODIVO grants the Partner a non-exclusive license to use these photos without the need to take any additional actions in the following fields of exploitation:

9.8.1. making photos available in such a way that everyone can access them through the Online Shop in a place and at a time of their choice.

- 9.8. As soon as MODIVO provides the Partner with an interface enabling communication between the Partner's IT system and the MODIVO 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 operation:

9.8.1. Temporary multiplication by magnetic recording and digital technology to such an extent that the Partner or persons authorised by the Partner to use the from the Company Account may have access to the Marketplace Service through the Online Store at a place and at a time of their choosing.

- 9.9. Licenses granted by MODIVO pursuant to point 9 are granted without territorial limitations, for the duration of the Agreement and solely for the purpose of its performance, without the right to grant further licences.

- 9.10. The remuneration for the licences referred to in point 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 the Products offered by the Online Shop, in particular MODIVO may organise:

10.1.1. advertising campaigns;

10.1.2. competitions;

10.1.3. Discount/promotional campaigns.

- 10.2. MODIVO will inform the Partners about the ongoing and planned marketing campaigns, if such campaigns are related to the additional remuneration referred to in section 10.4 below, through the Company Account or the main e-mail address indicated by the Partner, in the event that the Partner has indicated a person authorised to act on its behalf in the field of marketing activities, such information may also be provided to the indicated person.

- 10.3. Partners may voluntarily join marketing activities organised by MODIVO on the terms and conditions set out in separate regulations, which are each time made available to Partners

as part of the Online Store. The Partner's participation in a specific marketing activity may affect the visibility or order in which its Offers are displayed within the Online Store. Detailed information in this regard is specified in the regulations referred to in this section.

- 10.4. rules for the use of individual marketing activities, in particular the additional Remuneration for conducting them, may be determined separately.
- 10.5. MODIVO reserves the right to conduct surveys in the field of customer satisfaction assessment in connection with the concluded Sales Agreement, which the Partner hereby acknowledges and accepts.

11. LIABILITY

- 11.1. MODIVO undertakes to act with due diligence to ensure that the Online Shop and the Marketplace Service operate continuously without interruptions preventing the execution of Orders.
- 11.2. MODIVO shall not be liable for any damage to the Partner, including loss of profits, unless the damage was caused intentionally.
- 11.3. MODIVO shall not be liable for the Partner's activities within 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, Products sold by the Partner through the Online Shop and the veracity of the information provided by the Partner, in particular placed on the Product page available in the Online Shop.
- 11.4. The Partner shall be solely responsible for its activities within the Online Shop, including the use of the Marketplace Service, in particular this applies to liability towards Customers for the performance of Sales Agreements, for Products sold by the Partner through the Online Shop and for the accuracy of information provided by the Partner.
- 11.5. The Affiliate is solely responsible for the accuracy of the information provided by the as part of the Offer and the Product page available in the Online Shop. This also applies to information prepared by MODIVO on the basis of the Content provided by the Partner, if the Partner has not raised any objections in accordance with the procedure provided for in point 5.9 of the Terms and Conditions or if these objections have been taken into account by MODIVO.
- 11.6. In a situation where, in connection with the Partner's activity within the Online Shop, including in connection with the use of the Marketplace Service, non-performance or improper performance of the obligations provided for in the Agreement by the Partner or untruthfulness/outdatedness of the Partner's statements contained in the Agreement, claims will be made against MODIVO by the Client or third parties, in particular, undertakes to take at its own expense and risk all legal steps to ensure the proper protection of MODIVO against such demands or their consequences, including undertaking to take the place of MODIVO or, failing that, to join any proceedings on the

part of MODIVO, and undertakes to indemnify MODIVO in full all costs, which MODIVO will be obliged to bear in relation to the Client or third parties, and the costs of the proceedings in the full amount. The provisions of this point 11.6 shall survive any termination of the Agreement by either Party.

12. COMPLAINTS

- 12.1. Complaints related to the Marketplace Service may be submitted to the following e-mail address: partner.reklamacje@modivo.com. The complaint should describe the reasons for the complaint, the Partner's request and information allowing the Partner to be identified, i.e. e.g. the Partner's identification data, Login.
- 12.2. MODIVO considers complaints that meet the requirements set out in point 12.1 above within 30 days from the date of their receipt and informs the Partner about the outcome of their consideration. In a situation where the data or information provided in the complaint needs to be supplemented, MODIVO asks the Partner, before considering them, to supplement them. Failure to respond to the complaint within the above deadline is not tantamount to its acknowledgement.

13. TERMINATION OF CONTRACT

- 13.1. The Agreement is concluded for an indefinite period of time.
- 13.2. The Partner may terminate the Agreement in its entirety (i.e. with respect to the Marketplace Services on all Markets at the same time) at any time with one month's notice effective at the end of the calendar month. Thereafter, the Affiliate's ability to use the Company Account within each of the Markets in which the Marketplace Service is provided to the Partner will be limited to redemption and servicing liabilities arising until the expiry of the notice period without the possibility of offering Products for sale through the Online Store. Termination of the agreement should be sent to the e-mail address partner.wypowiedzenie@modivo.com. The Partner may use the termination template attached as Appendix no. 10.
- 13.3. The Partner has the right to terminate the Agreement in part (i.e. with respect to the Marketplace Service provided on a single Marketplace while continuing to use the Marketplace Service on another or other Marketplaces) with one month's notice effective at the end of the calendar month. After this time, the Partner's ability to use the Company Account within the Marketplace to which the termination relates will be limited to the performance and servicing of obligations arising until the expiry of the notice period without the possibility of offering Products for sale via the Online Store. Termination of the agreement should be sent to the e-mail address partner.wypowiedzenie@modivo.com. The Partner may use the termination template attached as Appendix no. 10.
- 13.4. MODIVO may terminate the Agreement in whole (i.e. with respect to the Marketplace Service provided on all Markets at the same time) or in part (i.e. with respect to the Marketplace Service provided to the Partner on a single Market while continuing to provide the Marketplace Service to the Partner on another or other Marketplaces) at any time with one month's notice effective at the end of the calendar month, in particular due to

technical or organisational changes in the activities of MODIVO, as well as in the event of a breach by the Partner of the provisions of the Terms and Conditions or loss of the Partner's credibility verified on the terms indicated in the Terms and Conditions.

- 13.5. Notwithstanding the entitlement indicated in clause 13.4. MODIVO may terminate the Agreement in part, i.e. partially limit the provision of the Marketplace Service as to the Partner's ability to offer a specific category of Products or a Product in the Online Shop, at any time with a 7-day notice period due to changes in the scope of the Online Shop's assortment, including due to the selected commercial strategy or marketing objectives of MODIVO.
- 13.6. The Partner is obliged to perform the tasks resulting from the previously concluded Sales Agreements also after the notice period of the Agreement, in particular with respect to the Customer's exercise of the right to withdraw from the agreement, consideration of claims arising from the warranty or non-conformity of the goods with the contract, guarantees granted.
- 13.7. Notwithstanding MODIVO's right indicated in points 13.4 – 13.5 above, MODIVO may terminate the Agreement without notice in the following cases:
 - 13.7.1. the Partner grossly violates the Terms and Conditions or repeatedly violates the provisions of the Terms and Conditions;
 - 13.7.2. the level of the Partner's performance referred to in point 5.15 of the Terms and Conditions repeatedly falls below the thresholds indicated in Appendix no. 6;
 - 13.7.3. the Partner's activity is contrary to the applicable moral norms, incites violence or committing a crime, as well as if it violates the rights of third parties;
 - 13.7.4. The Partner does not settle the amounts due due to the cooperation with MODIVO as part of the Marketplace Service within the specified period.
- 13.8. MODIVO shall send its statement of termination of the Agreement to the Partner's e-mail address constituting the Login. In the event of termination of the Agreement in accordance with the procedure specified in point 13.7, MODIVO shall indicate the justification for its decision. The Partner shall send his/her statement of termination of the Agreement to the following e-mail address: partner.wypowiedzenie@modivo.com.
- 13.9. MODIVO, regardless of the right to terminate the Agreement, may decide to suspend the Partner's access to the Marketplace Service in whole or within the scope of a given Marketplace with immediate effect in the cases indicated in section 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 along 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 suspension of access to the Marketplace Service.
- 13.11. MODIVO, depending on its decision and legal obligations, may store information provided or generated by the Partner in connection with the use of the Marketplace Service after the

termination of the Agreement. The Partner, depending on MODIVO's decision, may, in justified cases, after termination of the Agreement, obtain access to the information referred to in the preceding sentence, on the terms and conditions specified by MODIVO in each case.

14. PROCESSING OF PERSONAL DATA

- 14.1. Within the framework of the performance of the Agreement, each Party shall remain a separate controller of the personal data of its employees and associates involved performance of the Agreement within the meaning of the GDPR.
- 14.2. The Partner undertakes to process the Clients' personal data in accordance with the applicable law, in particular the GDPR, and is obliged to duly fulfil the information obligation towards the Clients.
- 14.3. As a rule, the Parties are separate controllers of the Clients' personal data. In the event that the Parties entrust personal data for processing (in particular to the extent to which MODIVO will process the Clients' data on behalf of and on behalf of the Partner), it shall be carried out in accordance with the provisions governing the protection of personal data and the personal data processing agreement, which constitutes Appendix No. 9 to the Terms and Conditions.

15. CHANGES TO THE TERMS AND CONDITIONS

- 15.1. MODIVO may amend these Terms and Conditions at any time, in particular in the event of one of the following important reasons:
 - 15.1.1. a change in the provisions of law regulating 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 above provisions of law as a result of court rulings, decisions, recommendations or recommendations of competent offices or bodies;
 - 15.1.2. a change in the manner of providing the Marketplace Service caused, in particular, by technical or technological reasons (e.g. update of the Technical Requirements indicated in these Terms, update of the ranking rules);
 - 15.1.3. change in the scope of provision of the Marketplace Service by introducing new, modifying or withdrawing by MODIVO the existing functionalities covered by the Terms and Conditions.
 - 15.1.4. changes in the price list / percentage rates of the Remuneration;
 - 15.1.5. changes to the privacy policy and improvement of the protection of Clients' privacy;
 - 15.1.6. changes to the Product category/assortment.
- 15.2. In the event of amendments to the Terms and Conditions, MODIVO shall make the consolidated text of the Terms and Conditions available 15 days in advance on the <https://partner.modivo.com/pl/terms/> website and by means of a message sent to the e-mail address provided by the Partner constituting the Login, which shall be considered by

the parties as entering information about the amendment to the Terms and Conditions into the means of electronic communication in such a way that the Partner can become familiar with its content.

15.3. The Affiliate has the right to terminate the Agreement before the expiry of the period referred to in point 15.2 above.

15.4. Clause 15.2 shall not apply if:

15.4.1. The Affiliate expressly resigns from it (e.g. by proceeding to perform 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 amend the terms and conditions of use of the services covered by the Terms and Conditions in such a way that it is impossible to comply with the provisions of point 15.2.

15.4.3. MODIVO must, by way of exception, amend its terms of use of the services covered by the Terms and Conditions in order to counteract an unforeseen and imminent threat related to the protection of online intermediation services, consumers or business users from fraud, malware, spam, data breaches or other cybersecurity threats.

15.5. For the avoidance of doubt, the Parties agree that a change in the content of the Market Table does not constitute an amendment to the Agreement.

16. FINAL PROVISIONS

16.1. The Terms and Conditions shall enter into force on **24th May 2024**.

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 of the Republic of Poland, unless otherwise provided mandatory provisions of law. Any disputes between MODIVO and the Partner related to the Agreement shall be submitted to the court having jurisdiction over MODIVO's registered office.

16.3. The Parties shall endeavour to settle amicably any disputes between MODIVO and the Partner related to the Agreement, in particular in the context of mediation. If the Parties agree to conduct mediation in writing, otherwise it will be null and void, the mediation shall be conducted by a mediator from the European Mediation Institute or a mediator from the Mediation Centre at the National Council of Legal Advisers in accordance with the rules laid down by the Centre. MODIVO shall bear a reasonable proportion of the total costs of mediation, which shall be agreed between the Parties on a case-by-case basis. A 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 of the National Council of Legal Advisers.

- 16.4. MODIVO, without amending the Agreement, may modify the technical manner of providing the Marketplace Service, in particular for technological reasons (development of browsers and technology), however, 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 organisational measures appropriate to the degree of security risk to the Marketplace Service provided.
- 16.6. The Partner's transfer of rights or obligations related to the Agreement may take place only on the basis of MODIVO's prior written consent, otherwise it will be null and void.
- 16.7. The Partners may access the Terms and Conditions at any time, as well as print them out.
- 16.8. Recording, securing, making available and confirming to the Partner the essential provisions of the Agreement shall take place by sending the Affiliate a message to the e-mail address constituting the Login.
- 16.9. In the event of any discrepancy between the Terms and Conditions in Polish and the Terms and Conditions in English, the Polish language version will be decisive.
- 16.10. The following Appendices constitute an integral part of the Regulations:
- Appendix No. 1 – Trademark Proprietor's Statement;
 - 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 – Rules of cooperation with the payment operator;
 - Appendix No. 8 – Principles of Customer Service;
 - Appendix No. 9 – Personal Data Processing Agreement;
 - Appendix No. 10 – Termination of the terms and conditions of the marketplace service / agreement.
 - Appendix No. 11 – Information and commitments on indirect services.

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

Acting on behalf of _____ (hereinafter referred to as the "Trademark Holder") who is the manufacturer / distributor / owner* of the brand _____ rights to use the following trademarks:

1. _____, registered in _____, under _____
2. _____, registered in _____, under _____
3. _____, registered in _____, under _____

and having the right to mark the products that it has in its offer and having the right to continue granting consents to the use of these trademarks, I hereby give free of charge consent to the use of the above-mentioned trademarks by:

FULL DETAILS OF THE PARTNER FOR WHOM CONSENT IS GIVEN (name, registered office, address, registration number, tax identification number)

("Partner")

and

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

which is a provider of Online Stores under the MODIVO brand, under which MODIVO provides certain manufacturers and distributors of branded products with the opportunity to offer and sell these products for sale ("Marketplace"). The Company agrees to

- (i) the use by the above-mentioned entities of the logo indicated in Appendix 1.1 to the statement (or subsequent notices), and
- (ii) agrees 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 the purpose of conducting marketing and promotional activities, regardless of the manner, type and form of their conduct, including on television, the Internet, on posters exposed to the public.

.....
(legible signature of the person authorised to represent + company stamp of the Company)

.....
(place and date)

Attachments:

Appendix No. 1.1 - List of trademarks and logos with a design

* Delete as appropriate.

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

APPENDIX NO. 2 – LIST OF PAYMENT OPERATORS

1. PayU S.A.
ul. Grunwaldzka 186
60-166 Poznań
KRS 0000274399

APPENDIX NO. 3 – PERCENTAGE RATES OF REMUNERATION

1. In accordance with the provisions of section 8 of the Terms and Conditions, the Partner is obliged to pay to MODIVO the Remuneration for each Settlement Period, which is a specified percentage of the net commission on the gross value of the Products sold by the Partner through a given Online Shop and settled by MODIVO in a given Settlement Period, together with the costs of delivery of the Products. Commission amounts are rounded up to the nearest penny.

2. Salary percentages are shown in the table below in net amounts. The rates do not include VAT.

No.	Product Category	Amount of commission (net)
1.	Accessories	13%
2.	Underwear	13%
3.	Jewellery and watches	8%
4.	Shoes	13%
5.	Clothing	13%
6.	Bags/ handbags/ backpacks	13%
7.	Cosmetics	10%
8.	Perfumes	7%
9.	Cosmetic accessories	9%
10.	Beauty accessories	9%
11.	Home Products: Other	11%

3. MODIVO.pl reserves the right to introduce periodic promotional campaigns, the terms and conditions of which will be presented to the Partner each time.

APPENDIX NO. 4 – DELIVERY POLICY

1. As part of the sales conducted by the Partners through the Marketplace Service in the Online Shop, the Partner with whom the Customer has concluded a Sales Agreement is responsible for the delivery of Products purchased by the Customers.
2. The Partner undertakes to exercise the utmost care in order to properly carry out deliveries to the Customer. In order to properly carry out the delivery, when concluding the Sales Agreement, the Partner is obliged to pay special attention to the availability of a given Product, in order to make sure that it is possible to deliver the Product to the Customer within the time limit provided for in the Regulations. In addition, the Partner undertakes to carefully and appropriately package the Product, properly to its characteristics, in order to minimize the risk of damage to the Product during shipment to the Customer.
3. In order to properly carry out the delivery, **the Partner undertakes to add a label with the waybill number to each package with the Product purchased through the Online Shop from the Partner, and to inform MODIVO via the Company Account about the waybill number in order to enable tracking of the shipment.**
4. The Partner **undertakes to assign a waybill number**, update the status of the Order within the Company Account to "shipped" and send the Products which are the subject of the Sales Agreement to the Customer.
5. Under pain of cancellation of the Order placed by the Customer:
 - a. 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 from the date of its receipt;**
 - b. in the case of Orders delivered to the Partner on days other than Business Days - the Partner undertakes **to confirm on the next Business Day.**
6. The Partner shall make the shipment to the Customer within **48 hours of receipt of the Order or by the end of the next Business Day**, if the Order is received on a day other than the Business Day.
7. In connection with the sales in the Online Shop as part of the Marketplace Service, the Partner, if the Customer chooses the form of payment "in advance", undertakes to provide the Customer with the opportunity to use the terms and conditions regarding the methods of payment and delivery costs of Products offered in the Online Shop on a given Marketplace. The current terms and conditions of delivery on individual Marketplaces are indicated in in the "MODIVO Marketplace Markets Table" available at <https://partner.modivo.com/pl/terms/>.
8. The Partner undertakes to make deliveries to the address indicated by the Customer in the Order placed in the Online Shop, in cooperation with the postal operators indicated by MODIVO.

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

APPENDIX NO. 5 – RETURN POLICY

1. As part of the sales conducted by the Partners via the Marketplace Service in the Online Shop, the Partner with whom the Customer has concluded the Sales Agreement is responsible for the implementation of the return process, in particular as a result of the Customer exercising the right to withdraw from the Sales Agreement as well as as as as the Customer exercising the right to withdraw from the Sales Agreement the rights arising from the warranty (or non-conformity of the Products with the contract) and the guarantee (if any).
2. In addition to the statutory right to withdraw from the Sales Agreement, the Partner undertakes to grant the Customers purchasing Products via the Online Shop from the Partner the contractual right to withdraw from the Sales Contract for the Products purchased from the Partner **without incurring any costs**. As part of the contractual right to withdraw from the Sales Agreement, the Partner is obliged to provide the Customers with a minimum of **30 days (counted from the date of receipt of the Product by the Customer) for a free return**.
3. The Partner undertakes to exercise the utmost diligence in order to properly exercise the rights vested in the Clients, in particular the rights referred to in paragraph 1 and 2 above.
4. In order to properly exercise the rights of the Customers referred to in paragraphs 1 and 2 above, to each package with the Product purchased through the Online Shop from the Partner, **the Partner undertakes to add a prepaid return label, a form of withdrawal from the Sales Agreement and instructions on how the Customer may withdraw from the Sales Agreement**, and in the case where the Product is covered by a warranty – additionally information on how the Customer can use the warranty.
5. The Partner undertakes to **provide MODIVO with return label numbers via the Company Account**.
6. 6. The Partner undertakes to exercise the rights of the Customers referred to in paragraphs 1 and 2 above in cooperation with postal operators dedicated to a given Market in accordance with the Table "MODIVO Marketplace Markets Table" available at <https://partner.modivo.com/pl/terms/>.
7. Unless a separate agreement between the Partner and MODIVO provides otherwise, MODIVO is not obliged to store the Products returned to the Partner by the Customers, and the Affiliate is obliged to indicate its own address as the shipping address for the Products returned by Customers.
8. In the case of returning to the Partner a Product not purchased by the Customer from this Partner, the Partner undertakes to send the package with the returned Product to the Customer. The Partner undertakes to inform MODIVO via the Company Account about the situation within a **maximum of 48 hours from the moment of receiving the Product return** from the Customer.

9. If the Partner receives the Product from the Customer, after the Partner has verified the condition of the Product and confirmed its correctness, the Partner undertakes to inform MODIVO via the Company Account about the receipt of the Product sent by the Customer within **a maximum of 48 hours from the moment of receipt of the Product return** from the Customer.
10. If the Customer loses the return label attached to the package with the generated return waybill number, the Partner, at the request of MODIVO or the Customer, undertakes to provide the return label to the Customer again.

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

1. As part of the use of the Marketplace Service, the Partner is obliged to comply with the performance indicators specified by MODIVO in this Appendix. Performance indicators are calculated and enforced separately for each of the Marketplaces on which the Partner uses the Marketplace Service.

2. For the purposes of this Annex, the following definitions shall be adopted:

2.1. **Acceptance time** - the time counted between informing the Partner about the Order via the Company Account and the Partner's acceptance of the Order.

2.2. **Time for shipment** – 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 sends the Product to the Customer which is the subject of the accepted Order. Within the Time for Shipment, the Partner is obliged to change the status of the Order to "shipped".

2.3. **Incident** – submission by the Customer of a complaint or complaint related to the service or Product purchased from the Partner as part of the Marketplace Service in the Online Shop to the MODIVO Customer Service Office; An incident is always related to a specific Order.

2.4. **Response time** - the time during which the Partner responds to messages and Incidents reported by MODIVO via the Company Account and related to the Order

2.5. **Incident Rate** – the number of Orders accepted by the Partner with at least one Incident reported in relation to a given Partner, and an incident in the open or closed status with the status unresolved, divided by the total number of Orders accepted by the Partner in the period of 30 days preceding the date of calculation of the indicator.

2.6. **Late Shipment Rate** – the number of Products shipped by the Partner to Customers at a date later than the Time to Dispatch indicated in this Appendix, divided by the total number of Orders accepted by the Partner in the period of 30 days preceding the date of calculation of 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 in the period of 30 days preceding the date of calculation of the indicator.

2.8. If the Partner has been selling for less than 30 days, then the indicators referred to in points 2.5 - 2.7 are calculated on the basis of the entire period of the Partner's activity.

2.9. For the calculation of the indicators referred to in points 2.5 -2.7, min. 5 transactions.

3. **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.

4. As part of the Marketplace Service, Partners are required to adhere to performance principles at least in accordance with the following indicators:

No.	Indicator	KPI values
1.	Order Acceptance Rate	minimum 97%
2.	Incident Rate	below 3%
3.	Late shipment rate	above 5%
4.	Average acceptance time	up to 24h
5.	Average response time	up to 24h
6.	Time for shipment	up to 48h

5. The indicators indicated in this Appendix will be calculated automatically for each Partner based on the data (e.g. the tracking number provided by the Partner for the package containing the Product purchased by the Customer, as referred to in Appendix 8 point 4.2 below) contained in the Partner's Company Account on the platform within the Marketplace Service. In the event of inconsistency of the information presented in the Affiliate's Account with reality, the Affiliate is entitled to file a complaint.

6. Regardless of the above indicators, MODIVO will calculate the overall performance indicator. Detailed information on how the performance indicator is calculated and its impact on the display of offers in the Online Shop is presented on the <https://partner.modivo.com/pl/terms> website (tab: Help for Sellers).

7. In the event of multiple violations by the Partner of any of the performance indicators specified in this Appendix, MODIVO is entitled to temporarily suspend the Partner's access to the Marketplace Service until the matter is resolved, or terminate the Agreement in accordance with sections 13.7 and 13.9 of the Terms and Conditions.

8. MODIVO undertakes to inform the Partner in advance of any breach or anticipated breach of the indicators referred to in this Appendix.

9. MODIVO reserves the right to conduct surveys in the field of Customer satisfaction assessment in connection with the Sales Agreement, which the Partner hereby acknowledges and accepts.

APPENDIX NO. 7 – RULES OF COOPERATION WITH THE PAYMENT OPERATOR

1.1. Capitalised terms not defined in this Annex shall have the meaning given to them by the Rules of Procedure, subject to paragraph 1.2 below.

1.2. For the purposes of this Annex, the following capitalised terms are used and shall have the following meaning, unless otherwise clearly indicated in the context of their use:

1.2.1. Rules – these Terms of Cooperation with the Payment Operator setting out the rules of cooperation with the Payment Operator with respect to payments made by Customers, refunds made by Customers and settlements between the Partner and the Service Provider as part of the Marketplace Service;

1.2.2. Payment Operator – each of the payment operators indicated in Appendix 3 to the Terms and Conditions;

1.2.3. Service - services provided by the Payment Operator, including payment services.

1.3. The Partner does not bear the costs of cooperation with the Payment Operator as part of the Marketplace Service.

1.4. The Partner is obliged to read, accept and apply the terms and conditions of the Services adopted by the Payment Operators. The Payment Operator and payment organizations (entrepreneurs offering a payment service under which the Customer transfers funds to the Payment Operator) may contact the Partner directly, including directing inquiries to the Partner. The Partner is obliged to respond to inquiries addressed to it by the Payment Operator and payment organisations.

1.5. As part of the Marketplace Service, the Payment Operator shall provide the following payment methods to the Partner's Customers who pay for Orders placed with the Partner via the Online Store:

1.5.1. A payment card accepted by a bank or acquirer cooperating with the Marketplace Service (including Visa Checkout and MasterPass digital wallets);

1.5.2. payment by automatic transfers (including BLIK).

1.6. The Partner may use the Services only personally and such use is limited to the cases indicated in the Terms and Conditions and in these Terms.

1.7. The Partner is obliged to have a bank account in the currency appropriate for a given Market. The currencies relevant to a given market are indicated in the Table of Markets. The Services will be provided in the currency of the relevant Marketplace in which the Marketplace Service is provided. This clause does not apply in the case of a separate agreement concluded between MODIVO and the Partner.

1.8. In order to use the Services, it is necessary to have a device that allows you to access the Internet, including a program used to browse its resources, and to have an account maintained by a bank or financial institution established in one of the countries of the European Union or in a country subject to equivalent standards in the field of counteracting money laundering and terrorist financing.

1.9. The Affiliate is not entitled to copy or intercept sensitive payment data, such as payment card number, CVV codes, "PIN" codes, etc., which may be provided by Customers for the purpose of payment of the Price under Sales Contracts with the use of the Services.

1.10. Within each Marketplace separately on which the Marketplace Service is provided to the Partner, the Payment Operator maintains a separate sub-account for the Partner, under which payments from Customers under Sales Agreements concluded on this Market are posted.

1.11. Withdrawals from the sub-account maintained for the Partner are made on the first business day of each Settlement Period on the basis of a report generated by MODIVO.

1.12. Withdrawals will be made to the bank account provided by the Partner, and this account should support the currency appropriate for the Market for which the sub-account from which the withdrawal is made. At the same time, the account should be maintained by a bank or financial institution established in one of the European Union countries or in a country subject to equivalent standards within the meaning of the regulations on counteracting money laundering and terrorist financing.

1.13. Withdrawals include funds paid by Customers towards the Price and delivery costs under the concluded Sales Agreements, which will be credited to the Partner's sub-account no later than 14 days before the first business day of a given Settlement Period.

1.14. Payouts will be reduced by:

1.14.1. the amount of the Remuneration due under the Sales Agreements concluded by the Partner no later than 5 business days before the first business day of a given Settlement Period, which Remuneration will be transferred by the Payment Operator to the MODIVO sub-account;

1.14.2. Price and delivery costs under the Sales Agreements, from which the Customers withdrew no later than 14 days before the first business day of a given Settlement Period;

1.14.3. settlement of the funds referred to in clause 1.17 below.

1.15. Payments during the term of the agreement between the Partner and MODIVO will be increased, in the form of a transaction discount, by the Remuneration due under the Sales Agreements from which the Customers have withdrawn, provided that these Remuneration have been previously transferred to the MODIVO sub-account. After the termination of the agreement between the Partner and MODIVO, the transaction discount will not be granted.

1.16. The Payment Operator 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.

1.17. If, within 24 hours of receiving the report from MODIVO, there are insufficient funds on the Partner's sub-account to issue a refund, MODIVO may make a decision on the order (subject to reimbursement) for the Operator to transfer the relevant funds to the Partner's sub-account from the MODIVO sub-account and return them to the Client.

1.18. At the same time, MODIVO reserves the right to reimburse the Partner for any funds rebooked in the manner described in section 1.18 above intended for the fulfilment of the Partner's obligation towards the Customer (which MODIVO is not obliged to fulfil). The settlement of funds transferred to the Partner's sub-account from the MODIVO sub-account may take place

in particular together with the next withdrawal of funds from the sub-account maintained for the Partner. Paragraphs 1.17 and 1.18 do not constitute an obligation to rebook the relevant appropriations in every case.

APPENDIX NO. 8 – CUSTOMER SERVICE RULES

SHIPPING

1. As part of the Marketplace Service, MODIVO undertakes to provide after-sales service to Customers who have purchased a Product/Products from Partners via the Online Store. As part of the after-sales service, MODIVO undertakes, in particular, to answer questions related to the return procedure and complaints about Products.
2. The Partner undertakes to cooperate with MODIVO in order to enable MODIVO to provide after-sales services to Customers, in particular to provide MODIVO with information on the progress of the Sales Agreements concluded with Customers.
3. The Partner is obliged to provide a contact person, in accordance with 4.2.2 letter d) of the Terms and Conditions, from whom MODIVO will be able to obtain information regarding the Customers' questions referred to in paragraph 1 above. The Partner undertakes to ensure the availability of the contact person (or contact persons) at the indicated MODIVO telephone number and e-mail address **between 8:00 a.m. and 8:00 p.m. from Monday to Friday inclusive.**
4. The Partner or his/her designated contact person is obliged to answer MODIVO's questions without undue delay, **no later than within 12 hours of their request** (in the case of questions sent electronically – from their sending), **on working days between 8:00 a.m. and 8:00 p.m.** In the event that the above-mentioned deadline would expire on a day other than the business day, the deadline expires at 20.00 on the next day on which, in accordance with this paragraph, the Partner is obliged to ensure the availability of the contact person(s).
5. The Partner undertakes to properly inform MODIVO and the Customer about changes in the status of the Order within the Marketplace Service, in particular taking into account the following statuses: a new Order has been received, the Order accepted for execution ("shipment in progress"), the Order has been rejected, the Product has been sent to the Customer, the Product has been delivered to the Customer, the Product has been returned by the Customer.
6. The Partner undertakes to provide MODIVO with information through the Company Account about changing the status of the Order to "accepted" ("shipping in progress") or "rejected" **within 24 hours of receipt of the Order by the Partner** via the Online Shop;
7. In the event that the Product which is the subject of the Sales Agreement concluded with the Customer is sent to the Customer by the Partner, the information about the change of status to "shipped" should be posted **within 48 hours from the moment of receipt of the Order by the Partner** via the Company Account.
8. The Partner undertakes to provide information about the change in the status of the Order to the Customer only through MODIVO, which, based on for the Partner to provide information about the change in the status of the Order via the Account, the Company undertakes to provide the Client with information about the changes in status indicated in the Terms and Conditions by electronic means.
9. The Partner undertakes to ensure that a waybill number is assigned for each shipment sent to the Customer as part of the execution of the Order in order to enable the shipment to be tracked by the Customer and MODIVO.
10. The Partner undertakes to inform MODIVO through the Company Account about the tracking number of the package containing the Product purchased by the Customer.

11. The Partner undertakes to attach to the packages containing the Products a return label with a generated return waybill number enabling the Customer to return the Product to the Partner in the event that the Customer exercises the right to withdraw from the Sales Agreement or exercise the Customer's rights under the warranty and guarantee (if the warranty for the Product is granted).

12. The Partner is obliged to inform MODIVO via the Company Account with the return label number.

UNDELIVERED SHIPMENT

13. The Partner undertakes to unconditionally refund the funds to the Client within fourteen (14) days from the date of the complaint by the Client, in the following cases:

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

RETURNS AND WITHDRAWAL FROM THE SALES CONTRACT BY THE CUSTOMER

14. The Partner is obliged to accept returns of Products in accordance with the rules adopted in these Terms and Conditions. If the Partner receives the Product from the Customer, after the Partner verifies the condition of the Product and confirms its correctness, the Partner undertakes to order a return to the Customer via the MODIVO Company Account - **within a maximum of 48 hours or by the end of the next Business Day - from the moment of its receipt.**

11. In the event that the Partner fails to perform the obligation to order a refund of the funds referred to in points 13 and 14 above, the Partner authorises MODIVO to order a refund on the Partner's Company account on behalf of the Partner, from the funds accumulated on the Partner's sub-account.

12. If there are insufficient funds on the Partner's sub-account to make a refund, at the Partner's request, MODIVO is authorised to order a refund from the MODIVO sub-account. In the event of a lack of funds on the Partner's sub-account, MODIVO is authorized to issue a debit note to the Partner.

APPENDIX NO. 9 – PERSONAL DATA PROCESSING AGREEMENT

1. DEFINITION

For the purposes of this Annex, the following definitions shall be adopted:

1.1. Administrator – the natural or legal person, public authority, agency 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 defined by Union or Member State law, the controller may also be designated or specific criteria may be laid down in Union or Member State law within the meaning of Article 4(7) of the GDPR;

1.2. Legal Acts – provisions of law in force on the date of conclusion of the Entrustment Agreement, including any amendments thereto that will occur during the term of the Entrustment Agreement, as well as mandatory provisions of law that will enter into force during the term of the Agreement, taking into account their amendments that will occur during this period;

1.3. Personal Data - any information relating to 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 one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a natural person; within the meaning of Article 4(1) of the GDPR;

1.4. Processor – a natural or legal person, public authority, agency or other entity that processes personal data on behalf of the Controller, within the meaning of Article 4(8) of the GDPR;

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 with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

1.6. Data Processing Agreement – this appendix, constituting an agreement for entrusting the processing of Personal Data, referred to in Article 28 of the GDPR.

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 to provide the Marketplace Service by the Processor to the Administrator via the Online Store.

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

2.3. The Administrator entrusts the Processor with the processing of Personal Data to the extent specified in the Data Entrustment Agreement and instructs the Processor to process them, and the Processor undertakes to process them in accordance with the currently in force, i.e. at the time of concluding this Data Entrustment Agreement, as well as throughout the entire period of its validity, the Legal Acts and the Entrustment Agreement.

2.4. The Processor is responsible for the actions of persons with whose help it processes Personal Data (including subcontractors), as well 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 Personal Data is included in Appendix A to this Data Processing Agreement.

4. RULES FOR THE PROCESSING OF PERSONAL DATA

4.1. The Administrator has the right and obligation to make decisions regarding the purposes and methods of processing Personal Data and to issue instructions to the Processor in this regard. The instructions have been specified in the Entrustment Agreement and may be issued by the Administrator at any time and provided to the Processor in a documented form, i.e. in writing or electronically.

4.2. The Processor processes Personal Data only on the documented instructions of the Administrator, unless such an obligation is imposed on it by Legal Acts. In such a case, before commencing the processing, the Processor shall inform the Controller of this legal obligation, unless the Legal Acts prohibit the provision of such information due to an important public interest.

4.3. A documented referral may be an action made through the Online Store. Acceptance of the Terms and Conditions by the Administrator constitutes an instruction issued to the Processor to process Personal Data in accordance with the Terms and Conditions on the basis of this Data Entrustment Agreement.

4.4. The Processor is obliged to immediately comply with the Administrator's recommendations regarding the processing of Personal Data, in particular regarding their security, unless these recommendations are contrary to the Legal Acts.

4.5. If, in the opinion of the Processor, an instruction issued by the Administrator may constitute a violation of the Legal Acts, the Processor shall immediately inform the Administrator, justifying its position, by indicating specific provisions that could be violated by the instruction and the manner of this violation. The Administrator, no later than within 7 days from the date of delivery of the above-mentioned information to the Processor, shall respond to the Processor's notification and decides whether to withdraw the instruction or maintain it (in such a case, providing a justification for the compliance of the instruction with the Legal Acts). Until the Administrator's decision is presented, the Processor is entitled to suspend the processing of Personal Data to the extent covered by this instruction. In the case of a decision to uphold an instruction to which the Processor has raised objections, the Administrator is responsible for the processing of Personal Data.

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 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 threats and categories of Personal Data to be protected, and in particular protects the Personal Data against their disclosure to unauthorised persons, taking by an unauthorised person, processing in violation of the Legal Acts and change, loss, damage or destruction.

5.2. The Processor is entitled and obliged to make decisions regarding the technical and organizational security measures to be applied to create the necessary (and agreed) level of

security for Personal Data. However, the Processor shall implement in each case at least the following measures, agreed with the Administrator:

- a. granting access to Personal Data only to a necessary (limited) group of persons (employees/associates);
- b. in the case of Personal Data processed in paper form, the storage of Personal Data in locked lockers/rooms to which only authorised persons have access;
- c. in the case of Personal Data processed in electronic form (in ICT systems) – providing access only after logging in to the ICT system, using a dedicated, unique identifier intended for the exclusive use of an authorised person and a password of an appropriate level of difficulty.

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

5.4. The Processor ensures that persons authorised to process Personal Data undertake to maintain secrecy or that they are subject to an appropriate statutory obligation of secrecy. The Processor undertakes not to disclose to unauthorized persons information about Personal Data, in particular about the protection and security measures applied to Personal Data by it or by the Administrator.

6. ADMIN SUPPORT

6.1. The Processor, taking into account the nature of the processing, as far as possible, assists the Controller through appropriate technical and organisational measures to fulfil its obligations from the obligation to respond to the requests of the data subject in the scope of exercising his/her rights specified in the Legal Acts, i.e. supports the Administrator in exercising the rights of data subjects to:

- 6.1.1. access to Personal Data, including obtaining a copy thereof;
- 6.1.2. rectification of Personal Data;
- 6.1.3. erasure of Personal Data ("right to be forgotten");
- 6.1.4. restrict the processing of Personal Data;
- 6.1.5. portability of Personal Data;
- 6.1.6. Opposition;

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

6.2. The Processor, taking into account the nature of the processing and the information available to it, helps the Administrator to fulfil the obligations set out in the Legal Acts to the extent required by the regulations, i.e. in particular:

- 6.2.1. provides the Administrator with information on the implemented technical measures and organisational, and if, in the Administrator's opinion, these measures are insufficient, it implements additional technical and organisational measures specified by the Administrator;
- 6.2.2. assists the Administrator in the data protection impact assessment and at the Administrators request – in ensuring compliance with the obligations arising from this assessment and in consulting the supervisory authority;

6.2.3. in the event of a Personal Data breach, depending on its type and the Administrator's decision, supports the Controller in reporting to the supervisory authority and/or notifying the persons to whom the Personal Data relate.

6.3. The Processor shall inform the Administrator each time of any events constituting a breach of the Legal Acts or the Entrustment Agreement, in particular those that may result in the liability of the Administrator or the Processor under the Legal Acts or the Entrustment Agreement, immediately, but not later than within 72 hours of the occurrence of the event.

7. ENTRUSTING PERSONAL DATA TO THIRD PARTIES

7.1. The Processor complies with the terms and conditions of the other processor, referred to in the Legal Acts and this paragraph.

7.2. The Processor may use the services of another processor in the scope of Personal Data processing (general consent of the Controller), informing the Controller of any intended changes to the addition or replacement of other processors, and the Controller has the right to object to such changes.

7.3. In the case of entrustment referred to in clause 7.2 above, the Processor shall ensure that the third party is subject to the same data protection obligations as in this Data Entrustment Agreement, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the Legal Acts. The Processor shall ensure that the Administrator may exercise its rights in relation to the Processor (in particular conducting audits and inspections) in accordance with the law or the Entrustment Agreement, also directly in relation to this entity. If the other processor fails to comply with its obligations to protect Personal Data, the processor shall be fully liable to the Controller for the fulfilment of the obligations of that other 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 take place only on the documented instruction of the Controller, unless such an obligation is imposed on the Processor by the law of the Union or the law of the Member State to which the Processor is subject. In such a case, before commencing the processing, the Processor shall inform the Controller of this legal obligation, unless the law prohibits the provision of such information due to an important public interest.

8.2. The transfer of Personal Data to a third country or international organisation is only possible if they provide appropriate safeguards and provided that the enforceable rights of data subjects and effective legal remedies are in place.

9. CONTROL POWERS

9.1. The Processor shall make available to the Administrator, at each of its requests, all information necessary to demonstrate the fulfilment of the obligations of the Processor as an entity processing Personal Data, resulting from the Legal Acts, and shall enable the Administrator or an auditor authorised by the Administrator to carry out audits, including inspections and contributes to them.

9.2. The Parties agree that the Administrator shall be entitled to conduct an audit of the compliance of the processing of Personal Data by the Processor only if it has a reasonable

suspicion of a breach by the Processor of Legal Acts or the Entrustment Agreement and not more often than once every 12 months. The Administrator is obliged to present the circumstances justifying its suspicion in the notice of intention to initiate the audit delivered to the Processor, at least 90 days before the planned audit

9.3. The audit referred to in section 9.2 above may only include the control of relevant documentation and the right to obtain the necessary information/explanations regarding the implementation of the provisions of the Agreement and the Entrustment Agreement. The Processor has the right to refuse to provide documentation or provide information/explanations to the extent that the audit could threaten the disclosure of personal data other than those processed by the Processor under the Data Entrustment Agreement or the disclosure of a trade secret. In such a case, the Processor is obliged to justify its position in a clear and exhaustive manner, 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 the termination of the Entrustment Agreement.

10.3. The Processor, after the completion of the processing of Personal Data on the basis of the Data Entrustment Agreement, depending on the decision of the Administrator, deletes or returns all Personal Data and deletes any existing copies thereof, unless the Legal Acts require the storage of Personal Data.

10.4. The Parties appoint contact persons in matters related to the performance of the Entrustment Agreement:

10.4.1. from the Administrator's Side: name, surname, contact number and e-mail address indicated by the Administrator on the Partner Account registration form within the Online Store.

10.4.2 from the Processor's website: Łukasz Griesman, contact number: +48 572 776 069, e-mail address: iod@modivo.com.

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

10.6. If one or more provisions of the Data Processing Agreement is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions of the Agreement. In place of the invalid or ineffective provision, the provision that comes closest to the objective pursued by the Parties shall apply.

10.7. The following appendices are an integral part of the Data Entrustment Agreement:

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

10.7.2. Annex B: List of approved downstream 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 Contributors of the CPU;

2. The scope of Personal Data in relation to each of the above-mentioned categories of persons:

Ad. 1.1.

The Processor processes Personal Data entrusted by the Administrator:

- Identification data, in particular: first name, last name;
- Contact details, in particular: e-mail address, telephone number;
- Address data, in particular: correspondence address;
- Transaction data relating to Orders/Sales Contracts, in particular: identification of the payment for the Order, the Order number and the names of the Products that make up the Order, the amount of the Order, the bank account number.

Ad. 1.2.

- name
- surname
- e-mail address,
- Business phone number

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

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

3.2. Communication by the Processor with Customers in the scope of Orders/Sales Contracts and after-sales service in connection with sections 3.1.6 and 7.5. of the Regulations and Appendix No. 9 to the Regulations.

4. Personal Data Processing Operations:

collecting, storing, viewing, recording, organising, structuring, modifying, retrieving, using, disclosing by transmission, disseminating or otherwise making available, alignment or combination, restriction, deletion

Appendix B to the Data Entrustment Agreement

List of approved downstream processors:

Name and address of company	Country	Services Provided/Purpose
SAP Polska sp. z o.o. ul. Wołoska 5, 02-675 Warszawa	Germany	Cloud service
OVH Sp. z o.o. ul. Swobodna 1, 50-088 Wrocław	Poland	Hosting

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

/ name and address of the Partner's company /

/ Partner's Tax Identification Number (NIP) /

/ place and date /

MODIVO Spółka Akcyjna z siedzibą w Zielonej Górze

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

TERMINATION OF THE SERVICE AGREEMENT

Acting as¹ on behalf of², pursuant to section **13.2** of the Terms and Conditions of Use of the Modivo Marketplace Service by Partners with activities registered in the territory of Polish (hereinafter referred to as the "Agreement"), I hereby terminate the Agreement concluded with MODIVO S.A. **in its entirety**, with

one (1) month's notice effective at the end of the calendar month. This Agreement shall be terminated on³

/ OR IN THE EVENT OF PARTIAL TERMINATION OF THE CONTRACT ⁴/

Acting as⁵ on behalf of⁶, pursuant to section 13.3 of the Terms and Conditions of Use of the Modivo Marketplace Service by Partners with activities registered in the territory of Polish (hereinafter referred to as the "Agreement"), I hereby terminate the Agreement concluded with MODIVO S.A. in the part concerning the provision of the Marketplace Service on the Marketplace⁷, with one (1) month's notice effective at the end of the calendar month.

¹ Enter the appropriate function performed within the entity such as the Partner, e.g. owner, proxy, proxy, member of the management board, management board;

² Enter the full name of the Partner's company corresponding to the name in the relevant register of entrepreneurs

³ Enter the date on which the Agreement is terminated

⁴ You must choose one of the two grounds for termination, i.e. either in whole or in part

⁵ Enter the appropriate function performed within the entity such as the Partner, e.g. owner, proxy, proxy, member of the management board, management board;

⁶ Enter the full name of the Partner's company corresponding to the name in the relevant register of entrepreneurs

⁷ Enter the Marketplace to which the Marketplace Service is terminated. You can enter more than one Market.

Thus, the Marketplace Service for the Marketplace to which the termination relates shall cease to be provided as of⁸

.....

/signature(s) of the person(s) authorized to represent the Partner/

⁸ Enter the date on which the Agreement is terminated

APPENDIX NO.11 – INFORMATION AND COMMITMENTS ON WHOLESALE SERVICES

1. The Marketplace Service is an indirect service within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act).
2. By using the Online Shop, the Partner undertakes not to deliver, transmit or publish illegal content.
3. Partner declares that it undertakes to present and sell only Products through the Marketplace Service that comply with applicable EU law.
4. Illegal content means information that, by itself or by reference to a specific activity, does not comply with generally applicable law. Illegal content may include, in particular, content that infringes copyright, is discriminatory, offensive, vulgar, incites hatred or otherwise violates personal rights, as well as the presentation of Products and information about them that do not meet certain legal requirements or infringe the rights of others.
5. MODIVO may become aware of illegal content on its own, but it may also receive information about its existence from any person or entity, including trusted whistleblowers.
6. MODIVO does not carry out prior or automated identification and verification of illegal content in the Marketplace Service, and all decisions regarding them are made after receiving information about its occurrence and by persons with appropriate knowledge.
7. If the Partner has identified illegal content in the Marketplace Service, he/she has the right to report it to MODIVO and should do so via the electronic contact point available on the Online Shop's website in the tab on illegal content (DSA) and select the option to report illegal content.
8. Upon becoming aware of the existence of illegal content on the Marketplace Service, MODIVO will remove it or prevent access to it.
9. In the event that the recipient of the Marketplace Service, including the Partner, provides illegal content or content that does not comply with the Terms and Conditions, MOD may apply:
 - a) limiting the visibility of certain information, including its removal, disabling access to it, depositioning;
 - b), terminating or otherwise limiting monetary payments;
 - c) suspension or termination of the service in whole or in part;
 - d) suspension of the Account or termination of the agreement for the provision of electronic services within the scope of the Account.
10. The decision along with the justification made as a result of submitting a given content will be sent to the e-mail address of the applicant and the interested recipient of the service.
11. MODIVO always acts with respect for the fundamental rights of service users, as well as freedom of expression and information. At the same time, the recipients of the service concerned are provided with the justification for the restrictions applied.
12. If the Partner does not agree with the decision referred to in point 8 or 9 or its justification, the Partner has the right to lodge a complaint within 6 months of being informed about it. MODIVO will respond to the complaint as soon as possible and clarify the concerns raised. You can lodge

a complaint electronically by using the electronic contact point and selecting the option to submit a complaint. The contact point is available on the Online Shop's website in the Illegal Content (DSA) tab.

13. In the event of making often manifestly unfounded reports or complaints coming from the Partner, MODIVO has the right, after prior unsuccessful warning to the Partner, to suspend the examination of the reports and complaints submitted by the Partner for a period of up to 12 months.

14. In the event of receiving an order from an authorised judicial or administrative authority, MODIVO is obliged to take the actions specified therein or provide the indicated information. In such a case, if such actions concern a specific Partner or content provided by the Partner, the Partner in question will be informed of the receipt of such an order within the time limit specified therein or, if no such period is specified, then at the latest at the time of taking such actions by MODIVO.

15. The Partner acknowledges that if MODIVO becomes aware of an illegal Product offered by the Partner to consumers located in the Union via the Marketplace Service, MODIVO is obliged to inform consumers who have purchased an illegal product through the Marketplace Service, if it has their contact details, that the Product is illegal, the identity of the Partner and any appropriate remedies available to the consumer. This obligation is limited to cases of illegal purchases of the Product in the six months preceding the moment when MODIVO became aware of its illegal nature.