

GENERAL TERMS AND CONDITIONS OF AGREEMENTS FOR THE EXECUTION OF CAMPAIGNS ON ADVERTISING PANELS OF THE STRÖER GROUP

Art. 1 Definitions

Expressions used in these General Terms and Conditions mean:

1. **"CPP"** means the price per 1 GRP;
2. **"Additional Services Price List"** means the price list applicable to the provision of Additional Services, available at website www.stroer.pl;
3. **"Business Day"** means any day of the week other than Saturday, Sunday or any public holiday in Poland;
4. **"Exposure"** means the public presentation of the Advertisement on the Advertising Media, including the broadcast of the Spot;
5. **"GRP"** or **"Gross Rating Point"** means an indicator indicating the total number of contacts with Advertising Media in relation to the population within the reach of the Outdoor Track survey or the selected target group, expressed as a percentage;
6. **"Ströer Group"** means the Contractor, as well as the companies affiliated to the Contractor;
7. **"IBO"** means Instytut Badania Outdooru IBO sp. z o.o. with its registered office in Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000474944, with the Tax Identification Number 521-365-45-96;
8. **"Advertising Campaign"** means all activities undertaken by the Contractor to carry out the Exposure, including, in particular, the printing, mounting and display of the Advertisements on the Advertising Media;
9. **"Advertising Code of Ethics"** means the set of rules on advertising activities published by the Association of Advertising Council Associations;
10. **"Layout"** means the graphical representation of the Advertisement for the purpose of implementing the Non-print Agreement;
11. **"Number of RM Package Media"** means the number of RM Advertising Media for a particular package as indicated in the Agreement;
12. **"Location of Advertising Media"** means address or other identifying data that allows the location of the Advertising Media in question;
13. **"Warehouse"** means the Contractor's warehouse located at 53 Nadarzyńska Street, 05-500 Piaseczno;
14. **"Advertising Material"** means the Print Material, Spot or Layout, as applicable;
15. **"Print Materials"** means the production file for the printing of the Advertisement prepared in accordance with the Technical Specifications of the Materials;
16. **"Metro Warszawskie"** means the company Metro Warszawskie sp. z o.o.;
17. **"Następna Stacja Kultura"** means a series of Advertising Campaigns presenting cultural and entertainment information on Ströer TV media carried out by broadcasting standardised boards prepared by the Contractor on the basis of materials provided by the Employer;
18. **"Advertising Media"** means the individual advertising space used under separate Agreements by the Contractor;
19. **"Blow-up Advertising Media"** (BU) means a large-format Advertising Media with an area of more than 36 m², excluding System Advertising Media;
20. **"Ambient Advertising Media"** (AMIN, PM, SM) means non-standard ambient advertising, in particular in the form of self-adhesive film stickers placed in carriages or on the subway area in Warsaw;
21. **"Digital Advertising Media"** means an electronic Advertising Media of one of the following types:
 - a. Digital Subwayboard (DMB) - a Media emitting advertising spots mounted on stations of the second underground line in Warsaw;
 - b. Digital Subway/Ströer TV (DM) - an advertising spot broadcasting medium installed in the underground carriages in Warsaw;
 - c. Digital Citylight/Ad Walk (DC) - an advertising spot broadcasting medium installed in the underground, entrances and main halls of selected railway stations;
 - d. Tri-Play (TP) - an advertising spot broadcasting medium installed in the underground passageways of the Warsaw subway;
22. **"System Advertising Media"** means an Advertising Media of one of the following types:
 - a. Backlight (BL) - advertising medium with an area of between 14m² and 39m²;
 - b. Backlight Premium 18 (BS) - advertising medium with an area of 18m²;
 - c. Billboard (BB) - Economic class advertising medium with dimensions of 5.04x2.38m;
 - d. Citylight (CP) - advertising medium with dimensions of 1.2x1.8m;
 - e. Citylight Subway (CM) - an advertising medium measuring 0.99x1.6m installed at stations on line 2 of the Warsaw subway;
 - f. Citylight Scroll (CS) - 1.2x1.8m media with rotating display of Ads;
 - g. Megalight/Super Scroll (ML) - 3.56x2.46m media with rotating display of Ads;
 - h. Subwayboard (MK) - a Media with dimensions of 2.98x1.98m;
 - i. Subwayframe (RM) - 90x30cm media;
 - j. Subwaywall (MW) - an advertising medium on the platforms of the Warsaw subway with dimensions from 19.9 m² to 43 m²;
 - k. Super 12 (SD) - an exclusive sub-premium advertising medium with dimensions of 5.04x2.38m;
 - l. Super 18 (SO) - 6x3m advertising medium;
 - m. Super 36/Super Size (SS) - 12x3m advertising medium;
 - n. Super 48/Large Size (LS) - 12x4m advertising medium;
 - o. Pole (PB) - advertising medium with dimensions of 1.2x3.5m;
 - p. Low pole (PN) - advertising medium with dimensions of 1.2x2.37m;

- q. High pole (PW) - advertising medium with dimensions of 1.2x3.66m.
23. **"Agreement Number"** means the number assigned by the Contractor to the Agreement which is identical to the number of the Advertising Campaign;
 24. **"Episode"** means a board broadcast in a given week as part of the Następna Stacja Kultura series;
 25. **"General Terms and Conditions"** means these general terms and conditions of Agreements for the execution of Advertising Campaigns;
 26. **"Campaign Settlement Period"** means the period indicated in the Agreement, during which the Contractor has undertaken to deliver the Advertising Campaign to the Employer;
 27. **"Third Party"** means an unincorporated organisational entity, including state or local government bodies, as well as a legal entity or natural person other than the Contractor or Subcontractor;
 28. **"Alcohol Fee"** means the fee referred to in Article 13² (1) of the Sobriety Education Act;
 29. **"Booking Fee"** means the remuneration for preparation and booking activities equal to the Contractor's net remuneration referred to in the Agreement for the relevant Campaign Settlement Period plus the relevant VAT rate, as well as the costs incurred by the Contractor for sealing the Advertisement "in white";
 30. **"Outdoor Track"** refers to a research project commissioned by the IBO to provide media indicators for an outdoor campaign;
 31. **"Board"** means graphic material presenting one event promoted as part of the Następna Stacja Kultura series;
 32. **"Train"** refers to one set of 6 carriages of the Warsaw Subway;
 33. **"Subcontractor"** means an entity working with the Contractor for the purposes of implementing the Agreement, including in particular the printing, distribution or installation of the Advertisements;
 34. **"Advertisement"** means the advertising, information or educational material with which the Advertising Campaign is to be implemented, i.e. in particular a paper poster, vinyl, mesh or film;
 35. **"Political Advertising"** means Advertising with a political or electoral theme, including in particular those relating to local government elections, parliamentary elections, presidential elections and European Parliament elections;
 36. **"Spare Advertisements"** means Advertisements supplied by the Employer or printed to the order of the Employer in excess of the number of Advertising Media provided for in the Agreement on which the Exposure is to be carried out;
 37. **"Segment"** means the category of Advertising Media specified in the Agreement
 38. **"Large-format grid"** or **"BU"** refers to large-format media placed on the facades of buildings;
 39. **"Technical Specification"** means the rules for the preparation of Production Files or Spots, as appendix to the Agreement;
 40. **"Spot"** advertising material intended for broadcast on Digital Advertising Media;
 41. **"Party"** means the Contractor or the Employer;
 42. **"Posting Term"** means the duration of the installation of the Advertisement as indicated in the Agreement, calculated in Business Days including Saturdays;
 43. **"Agreement"** means the document drawn up using the template prepared by the Contractor and signed by the Employer and the Contractor, which specifies in detail the terms and conditions of the respective Advertising Campaign, including in particular the value of the respective Advertising Campaign, the types of Advertising Media, and the Campaign's Settlement Period;
 44. **"Non-print Agreement"** means an Agreement that does not include the Contractor's provision of print services for the Advertisements;
 45. **"Upcycling"** means the secondary use of the Advertisement i.e. repurposing into bags, backpacks or other usable items, with the aim of reducing the amount of waste produced in connection with the Advertising Campaign and taking care of the environment;
 46. **"Eligible Third Party"** means a Third Party who makes a legitimate claim of infringement of his or her rights;
 47. **"Sobriety Education Act"** means the Act of 26 October 1982 on Upbringing in Sobriety and Counteracting Alcoholism;
 48. **"Additional Services"** means the services of performing photo documentation, touring the Advertising Media used in the Advertising Campaign, preparing the creative, preparing the advertising spot, testing the degree of recall of the Advertising Campaign and other services not covered by the Agreement payable according to the Additional Services Price List;
 49. **"Technical Terms and Conditions"** means the detailed technical requirements appendix to the Agreement that the Advertisements shall comply with;
 50. **"Contractor"** means Ströer Polska sp. z o.o. with its registered office in Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the KRS number 0000046035, with the Tax Identification Number 6340003555;
 51. **"Employer"** means the natural person, legal entity or organisational unit without legal personality commissioning the Contractor to implement the Advertising Campaign under the terms and conditions set out in the Agreement and the General Terms and Conditions.
 52. **"ZTM"** means the Public Transport Authority of Warsaw;

Art. 2 Implementation of the Advertising Campaign

1. The Advertising Campaign is implemented on the basis of the Agreement concluded by the Parties.
2. To the extent not covered by the Agreement, the General Terms and Conditions shall apply.

Art. 3 Content of Advertisements

1. Advertising should not be contrary to the law, morality, prejudice human dignity or constitute an act of unfair competition.

2. In addition, Advertising on the subway area and in the subway cars in Warsaw should not:
 - a. be infused with eroticism;
 - b. depreciate public transport;
 - c. contain content and visuals depicting humankind's treatment and dignity, including, in particular, scenes of violence;
 - d. promote attitudes that question animal rights or show the inhumane treatment of animals (except for the needs of social campaigns);
 - e. encourage the use of things and subjects that may pose a danger to the user and his or her surroundings;
 - f. encourage negative behaviour and attitudes that threaten safety in the broadest sense;
 - g. be contrary to the Code of Ethics for Advertising.
 - h. constitute advertising for alcoholic beverages,
 - i. constitute Political advertising.
3. The Employer shall deliver the Advertising Material to the Contractor no later than 10 (ten) Business Days prior to the commencement of the Posting Period and the Spot no later than 3 (three) Business Days prior to the commencement of the first broadcast, respectively.
4. Failure to deliver the Advertising Material within the aforementioned deadline may result in a shortened Exposure Period, or no Exposure. In the event of a lack of Exposure, the Contractor shall charge a Reservation Fee for the relevant Campaign Settlement Period, and in the event of a shortened Exposure, the Contractor shall charge the full fee for that Campaign Settlement Period.
5. Within 2 (two) Business Days from the date of delivery of the Advertising Material, the Contractor shall assess whether the Advertising Material proposed by the Employer meets the above conditions. The Contractor's lack of objection within the aforementioned period shall be treated as acceptance of the Advertising Material.
6. If the Contractor disputes the Advertising Material, the Employer shall communicate its reasoned position to the Contractor and the Parties shall, within 2 (two) Business Days through negotiations, agree on the content and form of the Advertising. If the Advertising Material does not meet the above conditions and the Parties fail to reach an agreement on its content, the Contractor shall charge a Reservation Fee for the period in which the Advertising Media selected by the Employer will be reserved for the Advertising Campaign and the Advertising Campaign will not be implemented for the above reasons.
7. In the case of a Non-print Agreement, the Contractor may mount the Advertisement despite not receiving the Layout. Due to the increased risk of errors in the case of the Advertising Campaign without prior delivery of a Layout, the Employer acknowledges that in such a situation any irregularities concerning the mounting of the Advertisement on the System Advertising Media which cannot be remedied using the existing Spare Advertisements will be remedied at the expense and risk of the Employer.
8. The Contractor shall have the right to suspend the Advertising Campaign, while retaining the Contractor's right to charge the Reservation Fee for the period during which the Advertising Campaign is not implemented for the following reasons, if a breach of paragraph 1 or 2 above is found.
9. Suspension of the Advertising Campaign referred to above shall mean, in particular, the dismantling or covering of the Advertisement with other materials.
10. Concluding the Agreement is tantamount to the Employer making a declaration that he/she has all rights to use the works, information, trademarks or other elements constituting the subject of legal protection used for the purposes of the Advertising Campaign, as well as to the Employer expressing unlimited territorial and temporal consent for the Contractor to use the photographs and films of the Advertising Media, on which the Advertising Materials are installed for marketing and self-promotional purposes, including the Contractor's use for marketing and self-promotional purposes of the results of marketing research concerning the Advertising Campaigns carried out, including public disclosure of data specifying the number and type of Advertising Materials, the geographic scope of the Advertising Campaigns and the Employer.
11. The Employer undertakes that in the event that any Third Party makes a claim against the Contractor, any other company of the Ströer Group, members of their bodies or employees, or initiates any other proceedings relating to the content of the Layout, Spot or Advertisement, the Employer undertakes, to the extent covered by such proceedings, to indemnify the Contractor and the other entities indicated above in each case in the full amount. The Contractor shall immediately inform the Employer in writing of any claims made or proceedings instituted with respect to the content of the Advertisement.

Art. 4 Printing of Advertisements

1. Unless otherwise stated in the Agreement, the Contractor is obliged to print the Advertisements.
2. With the exclusion of CS, ML, RM, MW, BU and Ambient Advertising Media, the Advertising Campaign may also be carried out on the basis of a Non-print Agreement.
3. In the case of a Non-print Agreement, the Employer shall provide the Contractor with the Printing Materials no later than 10 (ten) Business Days prior to the start of the Poster Term.
4. Failure to deliver the Print Materials in accordance with the aforementioned deadline or delivery of Print Materials that do not comply with the Technical Specifications may result in a delay in the installation of the Advertisements and a shortened or no Exposure Period. In the event of a lack of Exposure, the Contractor shall charge a Reservation Fee for the relevant Campaign Settlement Period, and in the event of a shortened Exposure, the Contractor shall charge the full fee for that Campaign Settlement Period.

Art. 5 Execution of Exposures

1. Exposure on System or Ambient Advertising Media, as well as on the Large Format Grid, is carried out on the basis of the Campaign Settlement Period and the Posting Period indicated in the Agreement.
2. The Parties agree in respect of System or Ambient Advertising Media and in the case of Large Format Grids for Monthly Advertising Campaigns and half-monthly Advertising Campaigns falling in the first half of the month, the Campaign Settlement Period shall commence on the first day of the month in question, whereby for Advertising Campaigns commencing in the second half of the month, the start of the Campaign Settlement Period shall fall on the 16th (sixteenth) day of the month in question or, in respect of Advertising Campaigns falling in February, the 15th (fifteenth) day.
3. Unless otherwise stated in the Agreement, the Posting Term:
 - a. for RM media: lasts 3 (three) Business Days including Saturdays and Sundays and starts 2 (two) Business Days (including Saturdays and Sundays) before the Campaign Settlement Period;
 - b. for BB, BU, CM, CP, CS, PB, PN, PW, BL, MK, AMIN, PM, SM, MW: lasts for 2 (two) Business Days including Saturdays and starts on the first Business Day (including Saturdays) of the Campaign Settlement Period;
 - c. for BS, HS, ML, SD, SO, SS, LS, BU media: 2 (two) Business Days including Saturdays and shall commence 2 (two) Business Days (including Saturdays) prior to the Campaign Settlement Period,However, in the case of media types MK, CM, CP, CS, BL, RM, MW, the Posting Period shall take into account the guidelines provided to the Contractor by Metro Warszawskie and ZTM, in particular to the extent that this results in a postponement of the Exposure Period with respect to the Campaign Settlement Period.
4. The Employer may commission the Contractor to dismantle the Advertisement at the end of the Advertising Campaign. The dismantling shall be carried out for the additional remuneration specified in the Agreement and at a time agreed by the Parties.
5. In the case of a Non-Print Agreement, the Employer shall print and deliver to the Warehouse within 5 (five) Business Days prior to the commencement of the Advertisement Posting Term in the following quantities:
 - a. 120% of the number of Advertising Media types BB, SD, SO, SS, LS with which the Exposure is to take place in accordance with the Agreement;
 - b. 110% of the number of Advertising Media of type CM, CP, CS, MK, ML, PB, PN, PW, BM, BS, AMIN, PM, SM, RM with which the Exposure is to take place pursuant to the Agreement;
 - c. 100% of the number of BL, BU Advertising Media with which the Exposure is to take place in accordance with the Agreement;
6. If the number of ordered Advertising Media referred to in paragraph 5.a is less than 5 (five) and, in the case of Advertising Media referred to in paragraph 5.b, less than 10 (ten) pieces, the Contractor shall print 1 (one) spare Advertisement for each format.
7. Advertisements intended for System or Ambient Advertising Media shall, on pain of non-acceptance, be marked with the Agreement Number, the name of the Employer and the name of the motif. The markings should be prominently displayed on the consignment note or other document accompanying the shipment. A Layout should be attached to the Advertisement.
8. The deadline for delivery of the Advertisements by the Employer may, with the consent of the Contractor, be reduced to 3 (three) Business Days if the following conditions are cumulatively met: (i) submission of the Advertisements in accordance with the Technical Terms and Conditions, (ii) marking the consignment containing the Advertisements with the Agreement number, the name of the Employer and the name of the theme(s) in a prominent place on the consignment note or other document attached to the consignment, and (iii) attaching the Layout to the consignment.
9. The day on which the Posters are received at the Warehouse shall be deemed by the Parties to be the day on which the Ads are delivered to the Warehouse, provided that if delivery is after 10:00 a.m., the Ads shall be deemed to have been delivered on the next Business Day.
10. Failure to deliver the Advertisements in accordance with the above deadlines or in the quantities indicated may result in a delay in the installation of the Advertisements and a shortened or no Exposure Period. In the event of a lack of Exposure, the Contractor shall charge a Reservation Fee for the relevant Campaign Settlement Period, and in the event of a shortened Exposure, the Contractor shall charge the full fee for that Campaign Settlement Period.
11. In the event of delivery of Advertisements intended for System or Ambient Advertising Medias which do not comply with the Technical Conditions, i.e. In the event of delivery of Advertisements intended for System or Ambient Advertising Medias which do not comply with the Technical Requirements, i.e. in particular with a basis weight lower than 115 gr/m² or higher than 130 gr/m², on paper other than greyback or blueback or in a format which does not correspond to the format of the Advertising Medium, the Contractor shall have the right not to carry out the Advertising Campaign, and in such a case the Contractor shall charge a Reservation Fee for the period in which the Advertising Campaign is not carried out for the above reasons.
12. Unused Ads intended for System or Ambient Advertising Media shall be disposed of by the Contractor 7 (seven) days after the end of the Campaign Settlement Period or subjected to Upcycling.
13. The Employer acknowledges that in the case of an Advertising Campaign on the MW Advertising Media, the lighting of the advertising Media is switched off when the train arrives at the underground station and switched on again when the train departs.

Art. 6 Broadcasting of Spot

1. Broadcasting of the Spot is carried out during the Campaign Settlement Period indicated in the Agreement.
2. In the event of delivery of Advertisements intended for Digital Advertising Media which do not meet the Technical Specifications, i.e. in particular the length of the spot, file format, file quality, the Contractor shall be entitled not to carry out the Advertising Campaign and to charge a Reservation Fee.

3. The Employer acknowledges that the broadcasting of the Spot on the DMB Advertising Media is interrupted when the train arrives at the subway station and continues from the point at which the broadcasting was interrupted.

Art. 7 Następną Stacja Kultura

1. The Następną Stacja Kultura series is made up of Schedules broadcast as part of weekly Episodes.
2. The boards shall be created by the Contractor, in the uniform graphic style specified in the Technical Specification, based on the materials and guidelines provided by the Employer.
3. The broadcast of each Episode begins on Monday.
4. One Board is emitted within a given Episode. The Board is broadcast once every 15 minutes on all Ströer TV Digital Advertising Media at the Contractor's disposal.

Art. 8 Non-performance of the Agreement for reasons beyond our control

1. The Contractor shall not be liable for non-performance or improper performance of the Agreement if such non-performance or improper performance has occurred for reasons beyond its control.
2. A cause beyond the control of the Contractor is considered to be, in particular:
 - a. damage to the Advertisements or Advertising Media by a Third Party;
 - b. the Contractor's use of all Advertisements, including Spare Advertisements supplied by the Employer or printed by the Contractor for the purposes of the Agreement;
 - c. the decision of the administrators of the real estate, as well as governmental or self-governmental administrative authorities, including in particular road administrators, offices competent for construction matters and Metro Warszawskie or ZTM, and the enactment of a legal act, including local law, concerning, directly or indirectly, the Advertising Media covered, pursuant to the Agreement, by the Display Campaign;
 - d. the occurrence of weather conditions making it impossible to perform the Agreement in whole or in part, including in particular:
 - i. Temperature drop below +7°C for RM Advertising Media,
 - ii. a drop in temperature below -5°C for other Advertising Media,
 - iii. wind speeds above 12m/s;
 - iv. heavy rain or snowfall;
 - e. the occurrence of an event of force majeure making it impossible to perform the Agreement in whole or in part, including in particular a state of natural disaster, a state of war, a state of emergency, road accidents, strikes, industrial action, construction disasters, terrorist attacks, as well as the closure of access to specific areas by state or local authorities.
3. In the case of independent reasons, the Contractor shall immediately inform the Employer and make a proposal as to how the Agreement can be further implemented.
4. If it is not possible to carry out the Exposure due to the occurrence of the cases referred to in paragraph 2(b) or (d), the Contractor shall charge, in the case of no Exposure, a Reservation Fee or, in the case of a shortened Exposure, a remuneration in full for the period during which the Advertising Campaign is not carried out for the aforementioned reasons.
5. In the event that the Exposition cannot be performed due to other reasons beyond its control, the Contractor shall, if possible, propose to the Employer certain alternative locations. In the event that the Employer fails to respond within 2 Business Days of receipt of the above information, the Employer shall be deemed to have accepted the Contractor's proposal without objection, and in the event that the Exposition is performed in accordance with the above proposal, the Contractor shall be entitled to receive the full amount of remuneration. In the event of rejection of the Contractor's proposal or inability to propose substitute locations, the period of Exposure on the Advertising Media in relation to which the above-mentioned circumstances occurred shall be adequately shortened with simultaneous proportional reduction of the remuneration due to the Contractor for performance of the Agreement in question.
6. If, despite receiving information from the Contractor on the occurrence of the independent reasons referred to in paragraph 2(d) above, the Employer calls on the Contractor to perform the Agreement, the Contractor may take up the call with the proviso that any defects of the Advertisements installed under the Agreement shall be removed at the expense and risk of the Employer. The provisions of Article 9(3) shall not apply.

Art. 9 Complaints

1. During the Campaign Settlement Period, the Contractor shall be obliged to maintain the Advertisements in good technical condition. The Contractor shall be obliged to rectify the technical faults of the Advertisements and, with the exception of the BB media, the lighting of the Advertisements within 2 (two) Business Days from, respectively, the detection of the fault by the Contractor or the receipt of a relevant complaint from the Employer containing an indication of the irregularities in the implementation of the Agreement, including, in particular, the defect in the Advertisement or the Media, as well as identification of the Location of the Advertising Media and the number of the Advertising Media, and - with regard to defects reported after the end of the Campaign's Settlement Period - presentation of photographic documentation. The deadline referred to in the above sentence may be extended by the period during which the Contractor does not have access to the Advertising Media.

2. The rectification of defects in Advertisements on the System and Ambient Advertising Media shall be carried out through the use of Spare Advertisements. If there are no Back-up Ads, the defects will not be rectified unless the defects are caused by the Contractor.
3. Within the framework of the remuneration for the implementation of the Advertising Campaign provided for in the Agreement, defects in Advertising will be rectified with the use of available Spare Advertisements on no more than 20% of the Advertising Media in the case of the media referred to in Article 5, Paragraph 6.a and on no more than 20% of the Advertising Media in the case of the media referred to in art. 5 sec. 6.b The Contractor shall, if necessary, print Spare Advertisements in quantities not exceeding the values referred to in this paragraph, unless the Advertising Campaign is executed on the basis of the Non-print Agreement.
4. For each day of delay in rectifying defects in the Advertisement, the Contractor's remuneration shall be reduced accordingly. Depending on whether the Advertising Campaign is implemented within a two-week or one-month Campaign Settlement Period, respectively, the reduction shall be:
 - a. in the event of a delay in rectifying a defect in the lighting of the Advertisement - 1/42 or 1/90 of the amount of the net remuneration for realisation of the Advertising Campaign on the Advertising Medium to which the delay relates, respectively;
 - b. in the event of a delay in rectifying the remaining defects in the Advertisement - 1/14 or 1/30 of the net remuneration for realisation of the Advertising Campaign on the Advertising Medium to which the delay relates, respectively.
5. All complaints, including in respect of defects in the Advertisements and the illumination of the Advertisements referred to above, should be made immediately upon becoming aware of the circumstance giving rise to the complaint, but no later than within 7 (seven) days after the expiry of the Campaign Settlement Period. If the aforementioned deadlines are not met, the complaint will not be subject to consideration.
6. If the complaint is accepted, the Contractor shall rectify the reported irregularity, unless the Contractor agrees with the Employer that the acceptance of the complaint will be made in another form.
7. The Contractor shall inform the Employer of the acceptance or rejection of the complaint.

Art. 10 Payments

1. The Employer is obliged to pay the remuneration for the Advertising Campaign within the time limit and amount indicated in the Agreement.
2. Value Added Tax (VAT) will be added to the Contractor's remuneration, calculated at the applicable rate. The Contractor shall issue invoices covering the Contractor's remuneration and send them to the Employer. Invoices should be paid by bank transfer at the time and to the account indicated on the issued invoice.
3. The date of payment of the remuneration shall be the date on which the Contractor's bank account is credited with the full amount of the remuneration due to the Contractor.
4. In the event of the Employer's failure to meet the deadline for payment, including in particular non-payment of prepayment, the Contractor shall be entitled not to commence or suspend the Agreement, as well as to seal the Advertisements "in white", whereby the Contractor shall charge a Reservation Fee for the period during which the Advertising Campaign is not carried out for the above reasons. If the Exposure is resumed, the Contractor shall be charged for the costs of re-printing and mounting the Advertisements.
5. If the Parties have not indicated in the Agreement that the amount of the remuneration for the implementation of the Advertising Campaign in a given Settlement Period takes into account the Alcohol Fee, and it follows from the content of a given Layout or Spot that the Advertising Campaign will be subject to this fee, the Contractor shall be entitled to add to the remuneration an amount equal to 11.1111% of the net remuneration due to the Contractor for the implementation of the Advertising Campaign in the Settlement Period of the Campaign in which such Layout or Spot is used.
6. Payment of the contractual penalty will be made on the basis of an accounting note.

Art. 11 Termination of the Agreement

1. Each of the Parties shall be entitled to terminate the Agreement subject to a three-month period of notice effective at the end of a calendar month. The Party terminating the Agreement may also submit a declaration on a shorter notice period, in which case the termination shall cover the Campaign Settlement Periods not yet commenced, and the Party to which the declaration on termination of the Agreement has been submitted shall be entitled to demand from the other Party payment of the following contractual penalties:
 - a. a contractual penalty in the amount of 95% of the gross remuneration due for the Campaign Settlement Periods to which the Agreement relates - to the extent of termination within 30-01 days before the start of the relevant Campaign Settlement Period;
 - b. a contractual penalty in the amount of 55% of the gross remuneration due for the Campaign Settlement Periods to which termination of the Agreement relates - in respect of termination within 60-31 days before the start of the relevant Campaign Settlement Period ;
 - c. a contractual penalty in the amount of 35% of the gross remuneration due for the Campaign Settlement Periods to which the Agreement relates - with regard to termination in the period 61-90 days before the start of the relevant Campaign Settlement Period.
2. In addition, the Contractor shall have the right to terminate the Agreement without the Employer's right to claim damages or liquidated damages on this account, in the event that the deadline for payment of the Contractor's due remuneration, including the Booking Fee, has expired without effect.

3. The provisions of sec. 1 shall also apply to the termination of the Agreement on the basis of Article 746 of the Civil Code.

Art. 12 Confidentiality

1. Subject to the remaining paragraphs of this Article, the Parties agree that they shall not disclose to third parties any information relating to the conclusion and performance of the Agreement and any commercial, technical or organisational information about the other Party's commercial activities obtained in connection with the performance of the Agreement.
2. The confidential information referred to in the above paragraph may be disclosed:
 - a. in the performance of an obligation imposed by applicable law,
 - b. on the basis of the consent given in writing by the other Party, or
 - c. in connection with judicial or administrative proceedings in which a Party participates, if so required by the authority conducting such proceedings.
3. The obligation not to disclose information referred to in paragraph 1 above shall not apply to:
 - a. information that is generally available to the public, the disclosure of which was not caused by a breach of the Agreement,
 - b. disclosure of information to the Parties' technical, financial or tax advisors, if the advisors are bound by professional secrecy and agree to comply with the confidentiality conditions referred to in these General Terms and Conditions.
4. The confidentiality obligation expires 3 (three) years after the end of the Campaign Settlement Period.

Art. 13 Notifications

1. The notice of termination of the Agreement shall be drawn up and signed by persons authorised to represent the Party concerned.
2. A notice of termination of the Agreement shall be deemed delivered if it has been handed over in person to the other Party or delivered to the registered office of the Party indicated in the Agreement, to the postal address indicated by the Party or to the address resulting from the current extract from the relevant register.
3. If it is not possible to deliver the Statement of Termination of the Agreement in the manner provided for above, the statement shall be deemed delivered when sent to the address indicated in paragraph 2. In such a case, the statement shall be deemed delivered on the last day of the period during which the mail could have been received by the Party.

Art. 14 Protection of personal data

1. The Administrator of the personal data of the Employer who is a natural person is the Contractor. The administrator of the personal data of the persons authorised to represent the Employer who is a legal entity is the Contractor.
2. Where contact persons are indicated in the Agreement in relation to the performance of the Agreement, the controller of the personal data of these persons shall be each Party to the extent of the personal data indicated by the other Party. Accordingly, each Party shall provide the persons designated by it as contact persons with the information required by Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The content of the information to be provided by the Parties will be agreed by the Parties on a working basis.
3. The personal data referred to in sec. 1 above will be processed by the Contractor solely for the purpose of performing the Agreement and will not be transferred to a third country or international organisation. The personal data referred to in sec. 2 above will be processed solely for the purpose of ensuring the efficient performance of the Agreement.
4. The basis for the processing of the personal data of the Employer who is a natural person is the necessity of such data processing for the execution of the Agreement. The basis for the processing of personal data of persons authorised to represent the Employer is the legitimate interest of the data controller consisting in the necessity to identify the persons authorised to represent the Employer. The basis for the processing of personal data of persons indicated for contact in relation to the execution of the Agreement is the legitimate interest of the data controller consisting in ensuring efficient execution of the Agreement.
5. The recipients of the personal data of the Employer who is an individual and the contact persons will be the Contractor and the Contractor's group companies registered in Poland.
6. The personal data referred to in paragraphs 1 and 2 above will be retained for a period of 6 years after the completion or termination of the Agreement, unless further retention is required by European Union or Member State law.
7. The provision of personal data is voluntary but necessary for the execution of the Agreement. Data subjects have the right to request from the Contractor access to their personal data, to rectify, as well as to erase or restrict processing or to object to processing, the right to data portability and the right to lodge a complaint with a supervisory authority.

Art. 15 Final provisions

1. The Contractor has the right to amend the General Terms and Conditions. The General Terms and Conditions in the amended version will be posted on the website at www.stroer.pl, whereby the Employer will be informed of the fact that changes have been made by e-mail. The absence of a written objection from the Employer expressed within 7 days of receipt of the above notification shall be deemed to be acceptance of the General Terms and Conditions as amended.
2. The Agreement shall be governed by Polish law. Any disputes relating to the Agreement shall be settled by the common courts having jurisdiction over the Contractor's registered office.
3. Any amendments to the Agreement shall be made in writing or in electronic form (using qualified electronic signatures) on pain of nullity.
4. In the event of any differences between the content of the General Terms and Conditions and the content of the Agreement, the provisions of the Agreement shall prevail.
5. These General Terms and Conditions shall enter into force on 1 August 2023.