GENERAL TERMS AND CONDITIONS OF PURCHASE OF NON-RESALE GOODS FOR THE EMPIK GROUP

§ 1
Definitions

Whenever the terms listed below are used in these General Terms and Conditions of Purchase of Non-Resale Goods for the Empik Group ("**GTP**"), they shall have the following meanings:

Empik Group: Empik S.A. and the companies forming part of the Empik S.A. group within the meaning of the Accounting Act, including in particular: Empik Fulfilment Sp. z o.o., Empik Foto Sp. z o.o., Platon Sp. z o.o., Grupa Wydawnicza Foksal Sp. z o.o., Jazzboy Records sp. z o.o., Going Sp. z o.o., E-Muzyka S.A.

Empik: An entity or entities belonging to the Empik Group.

Goods: all items not intended for resale and all accompanying services, including in particular installation and assembly services and servicing and guarantee-related services, where applicable, as well as Packaging.

Packaging: packaging within the meaning of Regulation (EU) 2025/40 of the European Parliament and of the Council of 19 December 2024 on packaging and packaging waste ("**PPWR**")**.**

Written form: written form within the meaning of Article 78 of the Civil Code, unless otherwise specified in the GTP.

Electronic form: electronic form within the meaning of Article 78^1 of the Civil Code, unless otherwise specified in the GTP.

Force majeure: an exceptional event or circumstance beyond a Party's control, against which that Party cannot reasonably protect itself, which, if it occurs, that Party could not avoid or overcome, and which cannot in substance be attributed to the other Party, including in particular: armed conflicts, epidemics, riots, sabotage, employee strikes, natural disasters (fires, floods, storms, lightning strikes) or extraordinary disruptions to the functioning of the economy (e.g. disruptions to the distribution of materials and raw materials), as well as any technical interruptions (e.g. in electricity supplies), system failures and blockages, decisions of public authorities (e.g. preventing work from taking place) or other serious circumstances or events beyond the Party's control.

Purchaser: an entity within the Empik Group with which the Supplier has signed an Order and/or entered into an Agreement;

Supplier: any entity seeking to be awarded an Order, having submitted an Offer, signed an Order and/or entered into an Agreement with Empik;

Request for Quotation: a document addressed to a bidder constituting an invitation to submit Offers as part of a tender procedure conducted by Empik;

Order: a document confirming the binding terms and conditions for the purchase of Goods**,** sent to the Supplier before delivery of the Goods and signed by the Purchaser.

Agreement: a document executed in written form, electronic form or documentary form through the electronic signature service provided via the Autenti Platform, available at autenti.com or through the mobile application, in accordance with the Terms of Service made available by the service administrator, Autenti sp. z o.o., bearing the signatures of all Parties duly affixed in accordance with the chosen form, entered into where the Order and/or

the GTP do not sufficiently regulate the terms and conditions for the purchase of Goods**.**

Offer: a declaration of intent by the Supplier, including in particular a commercial proposal, cost estimate, valuation, price quotation, guarantee, insurance or other document containing terms for the delivery of Goods or provision of Services, addressed to the Purchaser, irrespective of the form in which it is submitted. An Offer shall include in particular information concerning the price, scope of performance, completion date and all other terms on which the Supplier undertakes to fulfil the Order. The Offer shall be binding on the Supplier for at least 90 days from the deadline for submitting Offers, unless the bidder specifies a different period in the Offer. Unless otherwise specified in the Request for Quotation, the prices stated in the Offer shall be fixed and shall not change during the period for which the Offer is binding or during performance of the Order.

§ 2

General Provisions

1. The GTP apply to all Orders and Agreements for the purchase of Goods, including activities related to or preceding the conclusion of Agreements, and to the preparation and submission of Offers by the Supplier in response to a Request for Quotation or an Order from Empik.
2. These GTP apply throughout the Empik Group. Each company within the Empik Group is entitled to rely on these GTP in its dealings with Suppliers when acting as the Purchaser.
3. Where Empik enters into an Agreement/Order with the Supplier, these GTP, including the hierarchy of documents set out in paragraph 5 below, shall apply accordingly, unless the Agreement/Order contains different, more detailed or more extensive provisions. In the event of a conflict between the provisions of the Agreement/Order and the GTP, the provisions of the Agreement shall prevail in accordance with the hierarchy set out in paragraph 5 below.
4. If the Supplier's general terms and conditions of sale or other documents conflict with these GTP, the GTP shall prevail, unless the Parties agree otherwise.
5. For the purposes of interpreting the contractual relationship between Empik and the Supplier, the following order of precedence shall apply to the documents forming part of the Agreement:
   a) Agreement/Order placed by Empik;
   b) the GTP;
   c) Request for Quotation
   d) Supplier's Offer
6. The Parties exclude the application of Article 68^2 of the Civil Code. Failure to respond promptly to an offer submitted by a Supplier with whom Empik maintains an ongoing business relationship shall not constitute acceptance of that Offer.

§ 3

Request for Quotation and Offer

1. The Request for Quotation, together with its annexes and a reference to the GTP, shall be sent to Suppliers with whom a non-disclosure agreement may have been concluded beforehand. By submitting an Offer or entering into an Agreement, the Supplier confirms that it has read and accepted the GTP.
2. The Request for Quotation may be sent by email or through a procurement platform.
3. The Offer must be submitted by a person authorised to represent the Supplier. At Empik's request, the Supplier shall provide all documents confirming that person's authority to submit Offers.
4. The Offer must be complete and contain all information required by Empik for its evaluation, meeting the requirements set out in the Request for Quotation. If an incomplete Offer is submitted, the Supplier shall identify all discrepancies between the requirements set out in the Request for Quotation and the Offer and state its reasons for departing from Empik's requirements. A list of such discrepancies shall be attached to the Supplier's Offer as a separate annex. If the Supplier does not identify the discrepancies referred to above, the Offer shall be deemed fully compliant with the requirements set out in the Request for Quotation, and the Supplier shall bear full responsibility for meeting them.
5. Empik may at any time request that the Supplier provide, free of charge, additional information or documents

relating to the goods covered by the Offer.

6. The Offer must clearly specify the currency and price. All prices are net prices excluding value added tax under applicable law, unless expressly stated otherwise. Unless otherwise specified, the prices stated in the Offer also include the costs of loading, transport, packaging, dispatch, unloading and insurance of the Goods until they are handed over at the location specified in the Request for Quotation. If no currency is specified, the currency applicable to the Offer shall be the Polish zloty (PLN).
7. Offers must be submitted in accordance with the instructions contained in the Request for Quotation, i.e. sent to the address specified in the Request for Quotation or, if the request was sent via a procurement platform, entered directly onto that platform.
8. Requests for Quotation issued by Empik shall cease to be binding if the Supplier fails to submit an Offer by the deadline specified in the relevant Request for Quotation. If Empik has not specified a deadline in the Request for Quotation, the deadline shall be 30 days from the date of issue of the Request for Quotation.
9. Any Orders placed by Empik shall be deemed binding only if they have been placed or confirmed in writing, electronically or in documentary form via email or through the electronic signature service provided as part of the Autenti Platform, available on the autenti.com domain or via the mobile app, in accordance with the Terms and Conditions of Service provided by the service administrator, Autenti sp. z o.o.
10. The Supplier shall submit its Offer by the deadline specified in the Request for Quotation. Empik reserves the right to reject Offers submitted after that deadline or exclude them from the evaluation process. If the Supplier fails to submit an Offer on time, it shall be deemed to have withdrawn from the procedure.
11. Empik reserves the right to negotiate with one, several or all Suppliers that have submitted Offers, conduct further rounds of Offers and electronic auctions, and request final or updated Offers from Suppliers.
12. Empik is not obliged to accept any Offer submitted in response to a Request for Quotation. Neither the Supplier nor any other entity submitting an Offer shall have any claims against Empik on that basis, including in particular claims for the conclusion of an agreement, reimbursement of the costs of preparing the Offer or damages.

§ 4

Specific Obligations of the Supplier in Preparing the Offer

1. Immediately upon receipt, the Supplier shall check the completeness and consistency of the documents provided by Empik in connection with the Request for Quotation. The Supplier shall notify the Empik department from which it received the Request for Quotation of any missing documents or information.
2. Unless otherwise agreed, Empik permits variant or alternative Offers departing from the terms set out in the Request for Quotation. Each such departure must, however, be expressly identified in the Offer.
3. The Supplier shall prepare the Offer with due care, taking into account all circumstances affecting performance of the subject matter of the Order, including in particular technical, logistical and organisational conditions.
4. The Supplier shall bear all costs of preparing and submitting the Offer. Empik is not obliged to reimburse those costs, irrespective of the outcome of the procedure.
5. Empik shall not be required to pay for or physically return any materials, samples, reference specimens, models or technical documentation provided by the Supplier with the Offer or during the quotation procedure. The Supplier may stipulate that such materials must be returned at its own expense, provided that this reservation is expressly stated in the Offer. In the absence of such a reservation, Empik may retain or destroy the materials at its discretion without informing the Supplier.
6. Unless otherwise specified in the Request for Quotation, the Offer shall be prepared in Polish or English.
7. The Supplier is responsible for ensuring that all information contained in the Offer is up to date and true.
8. At the Purchaser's request, the Supplier undertakes to issue an invoice or enter into a tripartite agreement with a leasing company designated by the Purchaser on terms analogous to those agreed with the Purchaser, within the period specified by the Purchaser, which shall be no less than 7 Business Days from receipt of the request. The Supplier shall cooperate with the Lessor and Empik in negotiating the agreement with the leasing company, including by providing necessary information and explanations within the deadlines set by the Purchaser. In the event of an unjustified refusal to issue an invoice or enter into a tripartite agreement, or a failure to cooperate

within the specified period, the Supplier shall compensate the Purchaser for the resulting loss.

§ 5

Conclusion and Performance of the Agreement/Order

1. An agreement for the purchase of goods and/or provision of services is concluded following commercial negotiations and the signing of the agreement/order. Placement of an Order by Empik during the period for which the Offer is binding constitutes acceptance of the Supplier's Offer and creates a binding contractual obligation between the Parties. The Supplier shall sign the Order within 3 Business Days of receiving it. For the avoidance of doubt, the Supplier's signature on the Order is solely confirmatory and is not a condition for the creation or effectiveness of the contractual obligation. At Empik's request, the Parties may additionally enter into an Agreement setting out matters not addressed in the GTP or modifying the GTP. The Agreement/Order shall be signed by both Parties in accordance with their rules of representation or by duly authorised persons. At Empik's request, the Supplier shall provide all documents confirming authority to sign the Agreement/Order and all documents required by the Purchaser confirming its business operations.
2. The Supplier shall fulfil all requirements and obligations arising from the agreement for the purchase of goods and/or provision of services in compliance with generally applicable law, good commercial practice and the professional nature of its business. This includes in particular compliance with national and international legal requirements concerning the design, construction or manufacture, transport and assembly of the Goods. The Supplier warrants that, at the time the Offer is submitted, the Goods covered by it comply with applicable law, bear all legally required markings and identification details, and meet all legal requirements concerning registration of the Goods or entities participating in the distribution chain in the relevant registers. The Supplier shall bear full liability for all personal injury and property damage suffered by Empik resulting from a breach of those provisions, standards or requirements, from non-performance or improper performance of obligations under the GTP, or from false or incomplete representations made in the GTP. In particular, the Supplier shall cover all administrative fines and other sanctions imposed on Empik by the competent authorities due to non-compliance of the Goods or Packaging with legal requirements, and all related costs incurred by Empik.
3. At Empik's request, the Supplier shall provide all certificates, declarations and documents required by law confirming that the Goods supplied are authorised for marketing and use. If the manufacture, operation or construction of the Goods is conditional upon obtaining official permits, certificates or authorisations authorising the Goods for use, the Supplier shall obtain such decisions, certificates or authorisations and submit them to Empik no later than on the date of delivery of the Goods (unless otherwise agreed).
4. The Supplier shall provide Empik, within the time limit specified in the Order, or, in the absence of such a time limit, no later than upon delivery of the Goods, with complete documentation confirming that the Goods supplied are authorised for marketing and use and comply with applicable legal provisions, as well as all data necessary to confirm the Goods' compliance with applicable legal provisions.
5. The Supplier warrants that the data and documents provided are true, complete and up to date and shall promptly inform Empik of any circumstances, including changes in composition, materials, raw materials, supplier, production site, technological process or the legal status of the Goods, that may affect the Goods' compliance with applicable law. Providing incomplete, outdated or factually inaccurate documentation constitutes improper performance of the Agreement.
6. The Supplier shall be liable for the accuracy of data and documents obtained from entities participating in the supply chain in the same way as for its own acts and omissions.
7. Non-compliance of the Goods, including Packaging, with applicable legal requirements, in particular the PPWR and implementing and delegated acts adopted under it, constitutes a physical defect in the Goods within the meaning of these GTP and entitles Empik to exercise the rights provided for in § 9 of the GTP and to claim damages under general principles, covering all loss, administrative fines and other sanctions imposed on Empik by the competent authorities due to non-compliance of the Supplier's Goods or Packaging with legal requirements.
8. Each Party shall promptly inform the other Party of all material circumstances or events, in particular any difficulties or obstacles affecting timely and proper performance of the subject matter of the Order/Agreement.
9. If the Supplier fails to meet a deadline for performing its obligations, Empik shall call on the Supplier to perform them within an additional 3-day period, stating that Empik will withdraw from the agreement if that period expires without performance. If that additional period expires without performance, Empik may withdraw from the

agreement within 12 months of its expiry and claim compensation for loss resulting from the Supplier's failure to meet the deadlines. This provision does not limit Empik's statutory rights.

10. The Supplier may subcontract all or part of its obligations under the Agreement only with Empik's prior consent. The Supplier shall be fully liable for subcontractors' acts and omissions as for its own. Subcontracting shall not relieve the Supplier of liability for proper performance of the Agreement.

11. Empik reserves the right to revoke its consent to the use of a subcontractor if the subcontractor fails to perform its obligations properly. The Supplier shall ensure that subcontractors comply with all provisions of the Agreement and these GTP to the extent applicable to the work entrusted to them.

§ 6

Invoices and terms of payment

1. Empik declares that, from 1 February 2026, it is obliged to issue and make available structured invoices through the National e-Invoicing System ("**KSeF**"). Accordingly, the Supplier shall submit invoices through KSeF. The Parties agree that the date of receipt of a structured invoice through KSeF shall be the date on which the invoice is assigned its identification number in KSeF, subject to paragraph 2 below.

2. In the event of a KSeF failure, the Act of 11 March 2004 on Tax on Goods and Services ("**the VAT Act**") permits invoices to be made available by means other than via KSeF. In such circumstances, it is acceptable to receive invoices and any attachments thereto in electronic form, within the meaning of the provisions of the VAT Act, at the following email address:empik_faktury@empik.com .

3. The Parties agree that payment shall be made on the basis of correctly issued VAT invoices. Unless otherwise agreed, the payment deadline shall be 60 days from the date of delivery of a correctly issued VAT invoice.

4. The Parties shall recognise the date on which Empik's bank account is debited as the date of payment.

5. The Purchaser declares that it has the status of a large enterprise within the meaning of Article 4(6) of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (Journal of Laws 2019, item 118).

6. The Supplier shall submit with its Offer a declaration stating whether or not it has the status of a large enterprise within the meaning of Article 4(6) of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws 2019, item 118).

7. The Purchaser reserves the right to verify, on the date payment of the remuneration is instructed, whether the Supplier's bank account number appears in the register of entities registered as VAT taxpayers maintained by the Director of the National Revenue Administration, referred to in Article 96b of the VAT Act (the so-called VAT taxpayers' white list). In connection with the amendment to the VAT Act introducing, from 1 November 2019, mandatory split payment for payments relating to the items specified in Annex 15 to that Act (as subsequently amended), if the Purchaser has doubts as to the payment mechanism to be applied, it reserves the right to make payment using the split payment mechanism. The Purchaser also reserves the right to use split payment for the full amount shown on a VAT invoice even if it relates in part or in full to remuneration for goods or services not listed in Annex 15 to the VAT Act.

8. The Supplier declares that it is a tax resident of the country in which it is subject to unlimited tax liability and undertakes to provide the Purchaser with a current certificate of tax residence issued by the competent tax authority, in original or copy form (including an electronic copy), in accordance with applicable tax law.

9. The certificate of residence referred to in paragraph 8 above shall confirm the Supplier's place of tax residence on the date of payment of amounts due under this agreement or, where permitted by law, for another period indicated in the certificate as its validity period.

10. If the Supplier fails to provide a valid certificate of tax residence in time for it to be taken into account when making payment, the Purchaser shall be entitled, and to the extent required by law obliged, to withhold tax at the rates provided for under Polish tax law, without applying the relevant double taxation treaty or any exemptions or reduced tax rates.

11. The Purchaser may also withhold tax where the certificate of tax residence provided is outdated, incomplete or does not meet the formal requirements of applicable law.

12. The Supplier acknowledges that any withholding tax withheld by the Purchaser in accordance with applicable law constitutes tax due and shall not be refunded by the Purchaser. The Supplier shall pursue any tax refund or

application of tax relief on its own behalf before the competent tax authority.

§ 7

Delivery of Goods

1. The Goods shall be delivered to the location specified by the Purchaser in the Order/Agreement or agreed by the Parties.
2. The Purchaser may designate one or more persons authorised to receive the Goods at the relevant location.
3. The Supplier shall agree the delivery date with the Purchaser in advance, taking into account the receiving hours applicable at the location, unless the Purchaser has specified those conditions in the Order.
4. Deliveries shall be carried out in a manner ensuring their safe transport, unloading and the possibility of collection by the Purchaser's authorised representatives.
5. Unless the Parties agree otherwise, the Supplier shall bear the costs of loading, transport and unloading and all risks associated with delivery of the Goods until they are handed over to the Purchaser.
6. The Supplier is obliged to hold appropriate transport insurance covering at least the value of the Goods supplied. The risk of transport, as well as loading and unloading, shall be borne entirely by the Supplier unless otherwise agreed.
7. Confirmation of delivery of the Goods on a delivery note, consignment note or other transport document confirms physical receipt only and does not constitute final acceptance of the Goods or confirmation of conformity with the Order or Agreement.
8. Final acceptance of the Goods takes place after the Purchaser has carried out a quantitative and qualitative verification.
9. Receipt of the Goods may be confirmed by an acceptance protocol, receipt report, entry in the Purchaser's system or another document used by the Purchaser.
10. For Goods requiring detailed inspection, assembly, commissioning or testing, acceptance shall be based on an acceptance protocol signed by authorised representatives of the Parties or another document used by Empik.
11. Persons physically receiving the Goods on behalf of the Purchaser are authorised solely to confirm delivery and are not authorised to make representations concerning the quality, completeness or conformity of the Goods.
12. Signing delivery documents or an acceptance protocol shall not exclude or limit the Purchaser's rights to report shortages, defects or non-conformity of the Goods later, in particular under the statutory warranty for defects or the guarantee.

§ 8

Inspection of the Goods

1. The Supplier shall deliver Goods free from all physical and legal defects and conforming to the Agreement/Order, together with complete documentation (such as a guarantee certificate, operating instructions, safety data sheets, declarations of conformity, certificates and statements), unless otherwise specified in the Agreement/Order. The Goods covered by the Agreement/Order shall include all parts and components necessary for their proper, correct and fault-free operation, even if not expressly specified in the Request for Quotation or Agreement/Order.
2. Empik may carry out an acceptance inspection covering conformity of the delivered Goods with the Agreement/Order, visible shortages and defects, transport damage and quantity. Any defects or quantity shortages identified during acceptance shall be recorded in an acceptance protocol or another document used by Empik. Empik may notify the Supplier of quantity shortages within 14 days of receipt of the Goods. This shall not limit Empik's rights under the statutory warranty for defects or the guarantee.
3. To the extent not specified in paragraph 2 above, the Goods shall be inspected by Empik during use/operation. Any defects identified in this way shall be reported to the Supplier once they have been identified by Empik.
4. Empik is not obliged to accept defective Goods, Goods other than those specified in the Agreement/Order or Goods delivered in an incorrect quantity. In such a case, the Parties shall agree an appropriate period within which the Supplier shall remedy the defects, make up quantity shortages or appropriately reduce its remuneration and correct the accounting documents issued.

§ 9

Defects in goods, inspection

1. The Supplier shall be liable for physical and legal defects in the Goods in accordance with applicable law, including in particular the provisions governing the statutory warranty for defects in sold goods (rękojmia), subject to the provisions more favourable to Empik set out below. The Supplier's liability under the statutory warranty for defects shall not be excluded or limited even if Empik knew of the defect when entering into the Agreement/Order.
2. In the event that the goods supplied prove to be defective, the Supplier shall be obliged – at Empik's discretion – to:
    a) rectify the defects without delay, or
    b) redeliver goods free from defects, or
    c) provide an appropriate price reduction.

    Empik's choice of remedy shall be binding on the Supplier. The Supplier shall comply with Empik's request within the time limit set by Empik, which shall not exceed 14 days from the date on which the defect was reported, unless Empik sets a shorter time limit due to the urgency of the matter.

    If the specified period expires without the Supplier complying with Empik's demand, Empik may withdraw from the Agreement in whole or in part and return the Goods at the Supplier's risk and expense.

    Empik is also entitled to withdraw from the purchase of defective goods where, in Empik's view, the exercise of the rights set out in points (a) to (c) above is not commercially justified.
3. Regardless of the rights referred to in paragraph 2 above, after the period granted to the Supplier has expired without the defects being remedied, Empik may remedy the defects in the Goods itself or engage a third party to do so at the Supplier's cost and risk. The Supplier shall reimburse all costs incurred by Empik in connection with such substitute performance, including materials, labour, transport and administrative costs, within 14 days of receiving the relevant demand.
4. If the Goods redelivered in accordance with paragraph 2 above prove defective, Empik may immediately withdraw from the Agreement in whole or in part without granting the Supplier an additional period for delivering defect-free Goods. The Supplier shall then refund all payments made by Empik within 7 days of receiving the notice of withdrawal.
5. Where defects in the goods supplied by the Supplier may pose a direct threat to human health or life, a threat to the environment or cause significant property damage, Empik is entitled to remedy the defects immediately – either itself or through third parties – at the Supplier's expense and risk, without first setting a deadline for the Supplier to remedy the defects. Empik shall inform the Supplier of any identified defect without delay, insofar as this is possible under the circumstances. The Supplier shall bear full liability for any damage resulting from the supply of goods posing a threat to health, life or property.
6. If a defect in the Goods is discovered only after processing, assembly, installation or use has begun, Empik may claim full damages from the Supplier, including in particular: (a) additional expenditure incurred due to delivery of defective Goods, (b) costs of dismantling, withdrawal from the market, sorting and reassembly of defect-free Goods, (c) costs of downtime and suspension of Empik's operations, and (d) lost profits. These claims are available to Empik independently of other rights under the GTP or applicable law.
7. Claims for damages arising from the absence of characteristics of the Goods that the Supplier had warranted, claims arising from the Supplier's liability for a dangerous product and claims under the rules of tort liability remain unaffected and are available to Empik independently of the rights set out in this § 9.
8. Unless otherwise agreed, Empik's rights under the statutory warranty for defects shall expire 36 months after delivery to Empik. The statutory warranty period shall be suspended while the Supplier remedies defects. If replacement Goods are delivered or a substantial repair is carried out, that period shall run anew from delivery of the replacement Goods or completion of the repair.
9. The Supplier shall provide Empik on each occasion with a guarantee document for the Goods delivered, covering at least 36 months from delivery and setting out detailed guarantee terms, including its scope, the procedure for reporting defects and the periods for remedying them. The Supplier shall also maintain liability insurance,

including product liability insurance, throughout the term of the Agreement and for 24 months after it ends, with a coverage limit appropriate to the value and nature of the Goods supplied. At Empik's request, the Supplier shall provide a copy of the insurance policy and confirmation of payment of the premium within 7 days of receiving the request.

§ 10

Copyright and other intellectual property rights

1. The Supplier represents and warrants that delivery of the Goods, provision of accompanying services, including in particular installation and assembly services and servicing and guarantee-related services, and provision of any documentation, instructions, designs, graphic materials, specifications, code or other works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights ("**Works**"), do not and will not infringe any third-party copyright, related rights, industrial property rights (including patents, utility models, industrial designs and trademarks) or other intellectual property rights.
2. Upon payment of the remuneration for the Goods or service, or, if payment is made in instalments, upon payment of the first instalment, the Supplier shall transfer to Empik, without any further declarations being required, all economic copyrights in the Works created in connection with performance of the Order/Agreement, in all fields of exploitation known at the time of transfer, including in particular those specified in Article 50 of the Act on Copyright and Related Rights, without territorial or time limitations and without separate remuneration in addition to that specified in the Agreement/Order. The transfer also includes the exclusive right to authorise the exercise of derivative rights and the right to create derivative works, modifications and adaptations of the Works.
3. To the extent that the transfer of economic copyright in accordance with paragraph 2 above is not possible or does not cover a given Work or an element thereof, the Supplier shall grant Empik, with effect from the date specified in paragraph 2 above, a licence that is unlimited in time and territory, irrevocable and transferable, to use such a Work in the fields of exploitation specified in paragraph 2 above, with the right to grant sub-licences to other companies within the Empik Group.
4. The Supplier warrants that it holds all rights, consents and authorisations necessary to transfer the rights or grant the licences referred to in paragraphs 2 and 3 above, including the consent of the authors and other persons who may hold moral or economic copyright in the Works.
5. If any third party brings claims against Empik for infringement of copyright, industrial property rights or other intellectual property rights in connection with Goods, services or Works supplied by the Supplier, the Supplier shall promptly join the proceedings on Empik's side, fully satisfy the third party's justified claims and reimburse Empik for all resulting costs, loss and expenses, including legal costs, without prejudice to Empik's other rights under the GTP or applicable law.
6. The provisions of this § 10 shall apply accordingly to trade marks, designations, logos or other distinctive signs provided to Empik by the Supplier in connection with performance of the Order/Agreement.

§ 11

Code of Conduct for Empik Group Business Partners

1. The Supplier represents that it has read the Code of Conduct for Empik Group Business Partners of the Empik Group, available at empikgroup.com, and undertakes to comply with it when performing the Order/Agreement.
2. A breach by the Supplier of the rules set out in the Code of Conduct for Empik Group Business Partners constitutes a material breach of the Agreement/Order and entitles Empik to withdraw from the Agreement/Order in whole or in part, independently of its other rights under the GTP or applicable law.

§ 12

Use of artificial intelligence

1. If the Supplier uses artificial intelligence-based tools or systems ("**AI**") to prepare an Offer, manufacture Goods, provide accompanying services or create Works referred to in § 10 of the GTP, the Supplier shall inform Empik of this at Empik's request and ensure that its use of AI complies with applicable law, including artificial intelligence and personal data protection rules.
2. The Supplier must not input into AI tools or systems any confidential information belonging to Empik or any personal data made available or obtained in connection with the fulfilment of the Order/Agreement without Empik's prior written consent.

3. The Supplier shall bear full responsibility for content, Goods and Works generated or assisted by AI, including their non-infringement of copyright, personal rights and other third-party rights and their compliance with legal requirements and the GTP, on the terms set out in §§ 5 and 10 of the GTP.
4. Empik may use artificial intelligence-based tools and systems in its business, including processes relating to the preparation, evaluation and performance of Requests for Quotation, Offers, Orders and Agreements.

§ 13

Assignment of claims, set-off

1. The Supplier may not, without Empik's prior written consent, assign to a third party any claims it holds against Empik arising from the contract for the purchase of goods, nor authorise third parties to pursue such claims.
2. The Supplier may not restrict Empik's statutory right to withhold performance of its reciprocal obligation towards the Supplier, nor Empik's right to set off mutual claims.
3. The Supplier hereby authorises Empik to set off any claims Empik has against the Supplier against any claims the Supplier has against Empik.

§ 14

Protection of confidential information

1. The Parties undertake to transmit information solely via communication channels approved by Empik that ensure an appropriate level of security for the information. Where confidential information is sent by email, it must first be password-protected, and the password must be sent via SMS to the recipient of the message. When sending large files, the Party must contact Empik to agree on the method of transfer. The use of third-party services for storing large files (e.g. any kind of online service) is prohibited.
2. The Parties undertake to keep confidential and not to transmit, disclose or use, without the written consent of the other Party, any information obtained during the term of the contract, in particular trade secrets and secrets relating to the other Party's business, as well as those relating to its customers and other entities, and the content of the contract.
3. Paragraphs 1 and 2 above shall not apply to the extent that the Parties have previously entered into a separate non-disclosure agreement (NDA) governing the protection of confidential information exchanged between them; in that case, that agreement shall prevail. In matters not covered by that separate agreement, the rules set out in this § 14 shall apply.
4. The confidentiality obligation set out in this § 14 shall apply for 5 years from signing the Order, unless a longer protection period follows from applicable law or the separate agreement referred to in paragraph 3 above.

§ 15

Rules on the processing of personal data

1. The rules governing Empik's processing of the Supplier's personal data are set out in 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) (hereinafter: GDPR):
   a) the data controller for personal data collected for the purpose of concluding and performing contracts/orders is Empik S.A. or another company within the Empik Group;
   b) personal data, to the extent specified in the contract/order and during its performance, will be processed by Empik for the purpose of performing the contract/order concluded with the Supplier/Contractor (Article 6(1)(b) of the GDPR);
   c) where necessary, personal data will be processed to comply with a legal obligation to which the controller is subject (Article 6(1)(c) of the GDPR) or to pursue Empik's legitimate interests (Article 6(1)(f) of the GDPR), in particular:
      - for the purposes of compiling internal reports and statistics, and for contact purposes;
      - for purposes related to the conduct of litigation, as well as proceedings before public authorities and other proceedings, including for the purpose of pursuing and defending against claims;
      - for the purposes of reporting within Empik or within the Empik Group, including as part of

management reporting;

d) personal data will not be processed for the purposes of direct marketing;

e) personal data may be disclosed to the following recipients or categories of recipients:

- public authorities and entities performing public tasks or acting on behalf of public authorities, to the extent and for the purposes set out in legislation, e.g. the police, the Building Control Inspectorate,
- entities supporting Empik in its business processes and activities, including
- entities processing personal data on behalf of Empik (so-called data processors);

f) personal data processed for the purposes set out in points (b) and (c) above will be processed for the duration of the cooperation and, following its termination, for the period required by law, e.g. tax legislation, or for the purposes of Empik pursuing the legitimate interests of the data controller;

g) every individual has the right to access and rectify their data, the right to request the erasure of their personal data (the so-called 'right to be forgotten'), the right to request restriction of processing, the right to object to processing, and the right to data portability;

h) should the data subject consider that the processing of personal data infringes the provisions of the GDPR, they have the right to lodge a complaint with the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.

§ 16
Final provisions

1. The Supplier shall promptly return, at Empik's request, all letters and documents certifying or confirming its authority or the authority of other persons to act on Empik's behalf. Such a document shall be returned no later than immediately after completion of the activities specified in it, unless the original has been submitted to the competent administrative authority or court. In that case, official confirmation of submission of the original document shall be provided promptly.
2. Agreements with Suppliers for the delivery of goods and/or provision of services shall be governed exclusively by Polish law, unless expressly stated otherwise in the agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods shall not apply.
3. Any amendments to the legal relationship between Empik and the Supplier (excluding the GTP) must be made in written form or in documentary form through the electronic signature service provided via the Autenti Platform, available at autenti.com or through the mobile application, in accordance with the Terms of Service made available by the service administrator, Autenti sp. z o.o., failing which they shall be invalid.
4. Empik shall amend the GTP unilaterally. Notice of an amendment shall be given in written form, electronic form or documentary form, including by sending it to the Supplier's email address specified in the Agreement/Order or making it available through the procurement platform used by the Supplier. An amendment introduced in this manner shall also apply to Agreements/Orders concluded before its effective date, subject to paragraph 6 below.
5. Amendments to the GTP shall take effect for the Supplier on the date specified in the amendment notice, which shall be no earlier than 60 days after receipt of the notice.
6. If the Supplier does not agree to the amendments to the GTP specified in the notice, it shall notify Empik within 30 days of receiving the notice. In that case, the Agreement entered into by that Supplier shall terminate on the effective date of the GTP amendments specified in the notice.
7. If one or more provisions of an agreement or the GTP are or become invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by a provision of the agreement or the GTP that most closely achieves the objective intended by the Parties.
8. Contractual penalties stipulated in agreements or the GTP shall not exclude Empik's right to claim damages exceeding the amount of those penalties.
9. The Parties undertake to resolve any disputes that may arise out of or in connection with the performance

of the contract by amicable means.

10. Should the Parties fail to reach an amicable resolution of the dispute, the dispute shall be settled by the ordinary court having jurisdiction over Empik's registered office.
11. The GTP is available in Polish and English language versions. In case of discrepancies, the Polish version shall prevail.