

General terms and conditions for the provision by ONE56MEDIA SZYMON SURMA (hereinafter: GTC) consulting services in the field of conducting business and management, in the field of commercial activities supporting the conduct of business activity, and in the field of intermediation in the sale of space for advertising purposes in electronic media (Internet).

§ 1. [Conditional terms]

Whenever further provisions of these general terms and conditions of service (hereinafter: GTC) of advisory and management refer to:

ONE56MEDIA SZYMON SURMA – this means a company under the name: ONE56MEDIA SZYMON SURMA, no permanent place of business, address for delivery: (34-483), Kiczory 12A, Lipnica Wielka, registered in the Central Register and Information on Economic Activity of entrepreneurs, i.e. CEIDG, NIP number 7352604373, REGON 122839426, providing advisory and management services, as well as others in accordance with the current PKD register or arrangements between the parties.

General terms and conditions – this means these general terms and conditions for the provision of advisory services and advisory services in the field of conducting business activity by ONE56MEDIA.

Parties - this means the Client and ONE56MEDIA.

Agreement - this means a civil law contract, in particular an agreement for the provision of advisory and support services for the conduct of business and management, concluded between ONE56MEDIA and the Client, under which ONE56MEDIA undertakes to provide advisory and support services for conducting business (and/or management) to the Client, and the Customer undertakes to pay ONE56MEDIA remuneration for the provision of such services. In the absence of a separately concluded Agreement in writing between the Parties, the order submitted by the Principal and confirmed in writing or in electronic or documentary form by ONE56MEDIA is considered an Agreement. In this case, it is considered that the Agreement was concluded by the Parties at the time of delivery to the Principal of the confirmation of acceptance of the order for execution on the terms specified in such confirmation. The Agreement is also treated as the acceptance by the Client of the offer submitted by ONE56MEDIA. However, the acceptance of the offer by the Ordering Party, which differs from the offer of ONE56MEDIA, e.g. in terms of the remuneration due, constitutes a new offer and requires confirmation from ONE56MEDIA in writing or in documentary form. The Agreement between the Parties is also concluded by the actual accession by ONE56MEDIA to the execution of the Client's order, immediately after the Customer accepts the terms of the General Terms and Conditions.

Clients – this means a natural person, a legal person or an organizational unit without legal personality that has concluded an Agreement with ONE56MEDIA.

§ 2. [Confidentiality of information and references]

ONE56MEDIA undertakes to keep confidential all information obtained from the Client in connection with the performance of the Agreement, unless it is generally known information or the disclosure of the information in question is necessary for the performance of the Agreement - or the performance of an obligation arising from a generally applicable law.

ONE56MEDIA is entitled to include the logo and name of the Client in its reference list, including the one available on the Internet. ONE56MEDIA is entitled to inform about the fact of cooperation with the Client of other Clients, intermediaries, brokers, advertising agencies, natural persons as well as legal entities, and other organizational units without legal personality.

§ 3. [Salary ONE56MEDIA]

ONE56MEDIA's remuneration is calculated on the basis of the working time worked by ONE56MEDIA partners, employees and associates (the so-called hourly settlement), unless the Parties have agreed otherwise in writing or in documentary form, or on the basis of an offer submitted by ONE56MEDIA according to the current ONE56MEDIA price list. ONE56MEDIA's remuneration will be increased each time by the value of the goods and services tax, according to the applicable rate.

ONE56MEDIA remuneration is paid on the basis of VAT invoices issued in accordance with the current arrangements of the Parties, but no later than on the last working day of each calendar month, taking into account the applicable tax law. ONE56MEDIA will attach to each VAT invoice a statement of the working time of partners, employees or associates of ONE56MEDIA, or will attach information about the services provided, along with the price list. Invoices may be

delivered to the Customer electronically, in particular as an attachment in PDF format to an email message, without the signature of ONE56MEDIA, to which the Client agrees.

The payment deadline specified on the VAT invoices will be 7 (seven) days from the date of issuance of a given invoice.

The time spent on travel (trips) of ONE56MEDIA to a place of service, other than the headquarters of ONE56MEDIA, is considered to be the working time of ONE56MEDIA.

ONE56MEDIA's working time will be calculated taking into account the following principles: (1) telephone conversation (giving advice) - according to the actual call time, not less than 0.5 hours, (2) preparation of information or opinions, including in the form of e-mail messages - according to actual working time (including verification of information provided by the Client) and not less than 0.5 hours, (3) meetings, consultations, audits, research, joint work - according to actual working time, including the time necessary to prepare for the meeting, in the areas of each meeting.

§ 4. [Reimbursement]

The Client undertakes to reimburse ONE56MEDIA the costs incurred by ONE56MEDIA in terms of fees for research, analysis, business meetings with potential customers, other costs necessary to the performance of the Agreement, as well as any reasonable costs of ONE56MEDIA travel - in the case of travel by car: the costs of travel there and back determined on the basis of the rate of 2 (in words: two zlotys 0/100) PLN for each mile of travel; in the case of travel by train: the costs of tickets for first class round trip; in the case of a flight by plane - the cost of tickets for a round trip in economy class and back.

§5. [Final provisions]

In matters not regulated in these GTC, the relevant provisions of Polish law, including the Civil Code, shall apply. If any provision of the GTC proves invalid, the General Terms and Conditions remain in force for the remaining provisions, and the provisions affected by the invalidity are replaced by the relevant provisions of the Polish Civil Code.

The court competent to resolve disputes that may arise against the background of concluded Agreements, including their execution or interpretation and provisions, is the competent common court with its registered office for ONE56MEDIA (jurisdiction of Polish courts).

ONE56MEDIA reserves the right to make changes to the content of the General Terms and Conditions for an important reason. While ONE56MEDIA and the Client are bound by a legal relationship, and during its duration there was a change in the content of the General Terms and Conditions, the new content of the General Terms and Conditions is bound by the Client after ONE56MEDIA meets the conditions of the General Terms and Conditions to the content of the existing legal relationship between the Parties, in accordance with the provisions of the Polish Civil Code. ONE56MEDIA will inform the Client about the changes so that the Client can familiarize himself with them. In the event of non-acceptance of the new provisions of the GTC by the Customer, ONE56MEDIA has the right to withdraw from providing consulting services to the extent that the Customer does not accept the new provisions of the GTC, while retaining the right to provide services to the Client on the basis of the terms of the Terms and Conditions before the changes.

To the extent covered by the GTC, the use of any models of contracts presented, recognized, issued, or used by the Client (defensive clause) is excluded.

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Date of entry into force the terms and conditions of the GTC: 20.01.2024