

Appendix No 3
Draft of the Contract

Agreement No. PWPW S.A./...../2022

concluded in Warsaw on.....

by and between the following Parties:

Polska Wytwórnia Papierów Wartościowych S.A. with its registered office at the following address: ul. Sanguszki 1, 00-222 Warsaw, entered into the Register of Entrepreneurs, maintained by the District Court for the capital city of Warsaw, 12th Economic Division of the National Court Register, under the number KRS 0000062594, holder of taxpayer identification number (NIP) 525-000-10-90, with the share capital amounting to PLN 130 650 380.00, fully paid in,

represented by:

- 1) -,
- 2) -

hereinafter referred to as the "RECIPIENT"

and

.....
.....

represented by:

- 1) -,
- 2) -,

hereinafter referred to as the "SUPPLIER",

hereinafter individually or jointly referred to as the "PARTY" or the "PARTIES",

reading as follows:

SUBJECT MATTER OF THE AGREEMENT

§ 1.

1. The SUPPLIER shall deliver, install, test, conduct training for the RECIPIENT's employees, and activate 2 pieces of ID-1 card die-cutting **Machines** with the required auxiliary equipment and installations hereinafter referred to as "**Machine 1**" and

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- “**Machine 2**” or generally “**Machines**” or, when referring to one, “**Machine**”. Detailed requirements with respect to the **Machines** are set forth in Appendix No. 1 hereto: “Technical Specification and Scope of Delivery”. The RECIPIENT shall collect the **Machines**, pay the contractual price and provide the SUPPLIER with conditions necessary to install and activate the **Machines** as well as to train the employees of the RECIPIENT.
2. The subject matter of the Agreement also includes the provision of warranty service with respect to the **Machines** under the terms and conditions stipulated in § 12 hereof, in consideration for the payment specified herein.
 3. The SUPPLIER represents that the **Machines** are brand new and that the SUPPLIER shall include appropriate serial numbers on invoices.
 4. The SUPPLIER represents and assures that the SUPPLIER is the only owner of the **Machines** and patent rights thereto, that the **Machines** have no legal or physical defects and that the **Machines** can be the subject matter of this Agreement.
 5. The SUPPLIER represents and assures that the SUPPLIER is entitled to grant license for the **Machines**’ software within the scope covered by this Agreement.
 6. The SUPPLIER represents and assures that the **Machines**’ software is free from any legal or physical defects and that it has no properties that might destroy, damage, break or alter IT or electronic security systems of the RECIPIENT.
 7. The SUPPLIER represents that the **Machines** and their software are not subject to any court or execution proceedings or any proceedings to secure claims, that they are not encumbered with any rights of any third parties, and that they are not subject to any pledge, court registered pledge or agreement on the transfer of ownership for security purposes. The SUPPLIER further represents that it is fully liable under the warranty for any legal and physical defects of the **Machines**.

DELIVERY PLACE AND DEADLINE

§ 2.

1. **Machine 1** shall be supplied to the facilities of the RECIPIENT in Warsaw, at str. Niepodległości 146, by **Machine 2 shall be supplied** to the facility located at str. Sanguszki 1 not later than within 4 weeks from the date of signing the SAT Acceptance Protocol without comments for Machine 1.
2. It shall be possible to deliver the **Machines** earlier than scheduled upon written consent of the RECIPIENT.
3. The SUPPLIER shall notify the RECIPIENT of the estimated number of boxes, their gross and net weight and dimensions of the boxes used to pack the **Machines** pursuant to § 6 hereof 4 weeks prior to the delivery of each of the **Machines**.
4. The RECIPIENT shall provide the SUPPLIER with a written confirmation of the RECIPIENT’s readiness to collect the **Machines**.

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5. The SUPPLIER shall be liable for any loss of or damage to the **Machines** until the Machines are delivered to the facility of the RECIPIENT and mounted in the indicated installation place and the SAT report confirming their final acceptance has been signed.

DELIVERY TERMS AND PRICE

§ 3.

1. The **Machines** shall be delivered to the facilities of the RECIPIENT mentioned in § 2 sec. 1 hereof as per Appendix No. 1 hereto: "Technical Specification and Scope of Delivery".
2. The price for the subject matter of the Agreement specified in § 1 hereof has been fixed by the Parties to amount to:..... (say:), of which:

The price for **Machine 1** amounts to:.....
The price for **Machine 2** amounts to:
3. The SUPPLIER shall bear the packaging costs, the costs related to the transportation of the **Machines** to the RECIPIENT's facilities, the insurance costs, the costs of installing and activating the **Machines** and the costs of training of the RECIPIENT's staff.

PAYMENT TERMS AND CONDITIONS

§ 4.

1. The RECIPIENT undertakes to make the following payments to the SUPPLIER for the performance of this Agreement:

a) for **Machine 1**
.....
.....
b) for **Machine 2**
.....
.....

The SUPPLIER stipulates that the last payment will be 20% of the contract value and will be made after the SAT protocol is signed without comments.

2. The RECIPIENT shall pay the remuneration due on the basis of correctly issued invoices referred to in § 4 sec. 1 item ... within 30 days, counting from the date of their delivery to the RECIPIENT, by bank transfer to the SUPPLIER's bank account no.
3. The final invoices referred to in § 4 sec. 1 a) and in § 4 sec. 1 b) shall be issued only after signing the "SAT Final Machine Acceptance Report" (Appendix No. 4 hereto) and the "Training Completion Report" (Appendix No. 6 hereto) for each of the **Machines** by both Parties.
4. The date on which the RECIPIENT makes the bank transfer to the SUPPLIER's bank account indicated in § 4 sec. 2 shall be deemed the date of payment.

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5. Any and all payments and bank charges in the RECIPIENT's country shall be borne by the RECIPIENT, and the same charged in the SUPPLIER's country shall be borne by the SUPPLIER.

BANK GUARANTEES

§ 5.

1. Within 14 days as from the date of signing the present Agreement the SUPPLIER shall provide the RECIPIENT with duly issued and valid advance payment bank guarantees:
 - a) for **Machine 1** – to the amount of (say:)
 - b) for **Machine 2** – to the amount of (say:)
2. The advance payment bank guarantees shall be unconditional, irrevocable, payable on first demand and valid from the moment they are submitted to the RECIPIENT, including that moment, by the date of delivery of the Machine to the RECEIVER's facility.
3. Before expiration of the validity period of the advance payment bank guarantees defined in sec. 1, but not later than 14 days before the delivery of the each of the **Machines** to the facilities of the RECIPIENT as per § 2 sec. 1, the SUPPLIER shall be obligated to provide the RECIPIENT with a performance bond for each of the **Machines**, amounting to 10% of the value of each of the **Machines**, i.e.:
 - a) for **Machine 1** – to the amount of (say:)
 - b) for **Machine 2** – to the amount of (say:)
4. The performance bonds shall be unconditional, irrevocable, payable on first demand and valid from the moment they are submitted to the RECIPIENT, including that moment, however not longer, than the date of the final warranty for the Machines referred to in § 12.
5. The advance payment bank guarantees and the performance bonds shall be valid, irrevocable, unconditional and payable on the RECIPIENT's first request containing a representation that the SUPPLIER failed to fulfil the terms and conditions of this Agreement.
6. Drafts of the advance payment bank guarantee and the performance bond constitute Appendix No. 2 hereto.
7. The SUPPLIER shall be obliged to submit drafts of the bank guarantees to the RECIPIENT in advance and obtain the RECIPIENT's approval.

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PACKAGING AND LABELLING

§ 6.

1. The SUPPLIER shall deliver the **Machines** in a packaging ensuring full protection against damaging or destroying during transportation, and ensuring secure vertical transportation (transportation with the use of a crane).
2. The **Machines** shall be delivered in a dedicated packaging. Labels on the packaging shall include information on:
 - 1) number of the Agreement,
 - 2) address of the RECIPIENT,
 - 3) number of the packaging,
 - 4) gross weight expressed in kilograms,
 - 5) net weight expressed in kilograms,
 - 6) keep dry and handle with care.
3. The RECIPIENT shall unload the **Machines** delivered to the RECIPIENT's site and transport it to the installation destination located at the premises of the RECIPIENT under the supervision and in the presence of the SUPPLIER or within its own capacity after having obtained to the above a written consent of the SUPPLIER.

TECHNICAL DOCUMENTATION

§ 7.

1. Not later than on the day of delivery of each of the **Machines**, the SUPPLIER shall issue to the RECIPIENT 2 sets of technical documentation in paper form and two sets on an electronic medium (CD or DVD) in Polish and English for each of the **Machines**. The SUPPLIER shall also provide the RECIPIENT with 2 copies of the operating manual in the form of a printout in Polish and two copies of the operating manual in Polish on an electronic medium (pursuant to sec. 1.7.4.2 of Directive 2006/42/EC and sec. 1.7.4 of the said Directive), under pain of the RECIPIENT's refusal to sign the acceptance report for the **Machine**.
2. The SUPPLIER undertakes to label the **Machines** with necessary inscriptions in Polish as well as with security markings according to the EU regulations in force.
3. Providing a complete documentation by the SUPPLIER is one of the conditions necessary to sign the final acceptance report of the **Machines**.

PRELIMINARY/FINAL ACCEPTANCE OF THE MACHINES

§ 8.

1. Before each of the **Machines** is shipped, a preliminary acceptance procedure and test (FAT) shall be conducted at the premises of the SUPPLIER. Each **Machine** shall be subject to a separate FAT procedure pursuant to Appendix No. 3 hereto: "**Machine Acceptance Test Criteria**".
2. The Parties allow for the possibility that the FAT tests are carried out at the manufacturer's premises in the absence of the RECIPIENT. The decision regarding the participation of

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- the RECIPIENT's representatives in the FAT tests at the SUPPLIER's site shall be determined by the Parties in working mode.
3. The PARTIES unanimously declare that after the FAT acceptance procedure, the provisions of the Agreement, §8 (5-9) will apply. In case of the absence of the RECIPIENT during the FAT tests, the FAT acceptance shall be carried out by the SUPPLIER on its own using the provisions of the Agreement in § 8 sec. 5–9.
 4. The SUPPLIER shall notify the RECIPIENT in writing of its readiness for acceptance 21 days before the preliminary acceptance procedure for each of the **Machines**, so as to make it possible for representatives of the RECIPIENT to participate in the preliminary acceptance test.
 5. After the preliminary acceptance test is conducted pursuant to Appendix No. 3 hereto: "**Machine** Acceptance Test Criteria" at the premises of the SUPPLIER (provided that the **Machine** operates properly) both Parties shall draw up and sign the preliminary **Machine** acceptance report in the form of the draft provided in Appendix No. 4 hereto.
 6. A separate preliminary **Machine** acceptance report shall be prepared for each of the **Machines** in the form of the draft provided in Appendix No. 4 hereto.
 7. In the event of a double negative result of the initial acceptance procedure and test (FAT) of any of the **Machines** at the SUPPLIER's premises, the RECIPIENT may withdraw from this Agreement in whole or in part without any obligations towards the SUPPLIER or the SUPPLIER's claims within 14 days as from the conclusion of the FAT tests with a negative result, to which the SUPPLIER hereby agrees.
 8. In the event of exercising the contractual right to withdraw from the Agreement for reasons referred to in sec. 7 above, the SUPPLIER shall be obliged to immediately, within no more than 7 calendar days, return to the RECIPIENT's bank account the advance payment towards the remuneration received from the RECIPIENT.
 9. In the event of exercising the contractual right to withdraw from the Agreement for the reasons referred to in sec. 7 above, the RECIPIENT has the right to demand payment of a penalty for withdrawing from the Agreement for reasons attributable to the SUPPLIER in the amount specified in § 13 sec. 4 hereof.

ASSEMBLY, INSTALLATION AND ACTIVATION

§ 9.

1. Before the **Machines** are delivered to the RECIPIENT's facilities, the RECIPIENT shall prepare the rooms in which the **Machines** will be assembled taking into account the technical and construction issues; in particular, the RECIPIENT undertakes to prepare all utilities necessary to power the **Machines**.
2. Not later than 3 weeks as from concluding the Agreement, the SUPPLIER shall provide the RECIPIENT with technical drawings of **Machines 1** supplemented with all necessary information related to utility usage and connections, which shall ensure the proper operation of the **Machines**.

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3. The SUPPLIER shall execute and present to the RECIPIENT a project of the **Machines'** foundation including utility connections not later than 4 weeks as from signing the Agreement.
4. The RECIPIENT shall be entitled to unpack the **Machines** under the supervision of an authorized expert employee of the SUPPLIER.
5. The assembly, installation and activation each of the **Machines** shall commence not later than within 5 business as days from the date on which the **Machines** are delivered to the premises of the RECIPIENT and shall last for not more than ... business days.
6. The training of designated employees of the RECIPIENT shall commence no later than business days as from the delivery and activation each of the **Machine**.
7. The **Machines** shall be assembled, installed and activated and the operators of the RECIPIENT shall be trained by experienced employees of the SUPPLIER, and all the costs related thereto shall be borne by the SUPPLIER. The SUPPLIER shall be fully liable for due assembly, installation and activation of the **Machines**.
8. The SUPPLIER undertakes to ensure adequate, continuous technical supervision and specialized personnel with qualifications necessary for the proper and timely execution of the works in the course of installation and activation of the equipment until the fulfilment of the acceptance test SAT report confirming final acceptance has been signed.
9. The SUPPLIER shall fully comply with the RECIPIENT's decisions, which are to be taken in full consultation with the SUPPLIER, as regards coordination of the works to be carried out by the SUPPLIER and other contractors at the site of assembly of the object of the present Agreement and with organizational and scheduling regulations issued by the SUPPLIER.
10. After each Machine has been assembled, installed and activated, and after the trainings have been concluded, the Parties shall carry out an acceptance tests and, if it proves that the Machines are operating as per the assumptions referred to in Appendix No. 3 hereto: "Machine Acceptance Test Criteria", the final acceptance reports, separate for each Machine, whose drafts constitutes Appendix No. 4 hereto, shall be signed
11. Each **Machine** shall be subject to a separate SAT procedure, pursuant to Appendix No. 3 hereto: "**Machine** Acceptance Test Criteria".
12. Should any defects be identified in the course of the acceptance procedure, the RECIPIENT shall have the following rights:
 - 2) The RECIPIENT may accept the device listing minor defects in the SAT report confirming final acceptance and specifying a deadline for their removal,
 - 3) If the defects cannot be removed, the RECIPIENT may require replacement of the Machine or Machines with ones that are free of defects at the expense of the SUPPLIER, and should that not be done, the RECIPIENT may withdraw from the Agreement in whole or in part due to the SUPPLIER's fault.
13. Should the RECIPIENT require the removal of defects and faults identified in the course of the final acceptance procedure (SAT), the RECIPIENT shall set a technically justified deadline for their removal in consultation with the SUPPLIER.

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14. In case of a negative result of the final acceptance test (SAT) at the second attempt at the RECIPIENT's facility, the RECIPIENT may withdraw from this Agreement, unless the SUPPLIER removes the defects and the final acceptance report (SAT) is signed by both Parties without reservations within 30 days as from the second negative acceptance test result.
15. Should the RECIPIENT withdrawal from the Agreement pursuant to sec. 14, the SUPPLIER shall be obliged to immediately, however not later than within 7 calendar days, return to the bank account of the RECIPIENT the advance payments received from the RECIPIENT towards the remuneration.
16. Should the RECIPIENT exercise the contractual right to withdraw from the Agreement pursuant to sec. 15 above, the RECIPIENT shall have the right to demand payment of the penalty specified in § 13 sec. 4 for withdrawal from the Agreement for reasons attributable to the SUPPLIER.

TRAINING
§ 10.

1. After each **Machine** has been assembled, installed and activated along with the software, but before the final acceptance report is signed, the employees of the RECIPIENT shall be trained in the scope of operation, maintenance and servicing each **Machines** with the software. The training shall be held by experienced employees of the SUPPLIER. The trainings costs are included in the contractual price specified in § 3 sec. 2 and shall be borne in whole by the SUPPLIER.
2. The trainings shall cover the following groups of the RECIPIENT's employees and shall take the time specified below:
 - 1) Operators of each **Machine**: ... days
 - 2) Employees of the Maintenance Department competent for each **Machine**: ... days.
 - 3) IT staff competent for each **Machine**: ... days.
3. The issues to be covered during the trainings are specified in Appendix No. 5 hereto "Issues to be Covered During the Training".
4. After the trainings in the scope of the operation of the **Machines** and the software is completed, the "Training Completion Report" as per Appendix No. 6 hereto confirming the compliance of the training with the issues referred to in Appendix No. 5 hereto: "Issues to be Covered During the Training" shall be signed.
5. Holding the trainings in the scope of the operation of the **Machines** and covering the issues specified in Appendix No. 5 hereto: "Issues to be Covered During the Training" as well as signing the Training Completion Report are conditions necessary to sign the final acceptance report for the **Machines**.

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SOFTWARE LICENSE

§ 11.

1. The SUPPLIER grants the RECIPIENT as part of the price specified in § 3 sec. 2:
 - 1) a non-exclusive licence unlimited by time for the software contained in the **Machines**;
 - 2) the right to use the software contained in the **Machines** to the extent necessary for the use of the **Machines** in accordance with their intended purpose;
 - 3) the right to transfer the rights under the license for the software contained in the **Machines**, if the RECIPIENT decides to sell the **Machines** or otherwise dispose of them.
2. All license fees for the software contained in the **Machines** are included in the price specified in § 3 sec. 2.
3. The software for the **Machines** shall be recorded on electronic cards (firmware) constituting an integral part of the **Machines**, necessary for their proper functioning.
4. A complete backup of the system and control software for the **Machines**, recorded on a CD/DVD or other carrier agreed upon and approved by the RECIPIENT, along with the instructions for restoring the software, shall be provided by the SUPPLIER along with the **Machines**.

WARRANTY

§ 12.

1. Warranty services and technical maintenance shall be provided directly by the **Machines'** manufacturer, subject to sec. 9.
2. The SUPPLIER shall grant the RECIPIENT a warranty for the **Machines** without any limitations or exclusions under any title for a period of 36 months as from the date of signing the "Final Acceptance Report for the **Machine**" by both Parties.
3. The warranty shall cover spare parts in accordance with Appendix No. 9 hereto: "List of Spare and Fast Wearing Parts". The warranty shall not cover fast wearing parts marked in Appendix No. 9 hereto: "List of Spare and Fast Wearing Parts" with letter "W".
4. Notices pertaining to the removal of defects or making repairs of the **Machines** shall be communicated to the SUPPLIER's technical support via the electronic Help-Desk system able to register reports, track the progress of incidents, automatically calculate response and repair time and generate periodic reports on SLA times for the RECIPIENT.
5. For the purposes of performing the warranty services and technical maintenance the Parties adopt the following definitions:
 - 1) Critical Failure – an issue that makes continued operation of the **Machine** impossible. Such a failure makes the whole **Machine** or one of its components inoperable;

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- 2) Non-Critical Failure – an issue that does not completely prevent the **Machine**'s operation and can be circumvented, but it makes its operation troublesome, which has negative impact on the operator's comfort of work;
 - 3) For the avoidance of doubt, reports submitted after 4:00 p.m. are considered submitted at 8:00 a.m. on the following business day.
 - 4) Repair – removal of Critical and Non-Critical Failures within the agreed SLA times specified in sec. 7. Implementing a Substitute Solution shall also be understood as a Repair.
 - 5) Substitute Solution – implementation of a temporary solution that removes Critical and Non-Critical Failures within the agreed SLA times specified in sec. 7.
 - 6) The Parties agree that the duration of the replacement solution may remain in effect for a maximum of 30 calendar days from the date of its implementation.
6. Parties agree, that first stage support will be provided by RECIPIENT'S technical maintenance department; servicing tasks carried out on the machines during the warranty by RECIPIENT'S trained technical maintenance department will not result in voiding the warranty.
7. The SUPPLIER undertakes to take immediate action to repair the **Machines** at the RECIPIENT's facility within the following deadlines at its own expense and risk and under the warranty:
- 1) If technical support tasks carried out in accordance with section 6 above are unsuccessful, SUPPLIER shall provide technical support over the phone or by e-mail to RECIPIENT'S trained personnel within 2 hours from the moment of the problem being reported by phone/e-mail in order to restore the **Machines** to operating condition.
 - 2) In case of further failure of actions as in point 1) above, the RECIPIENT shall report to the SUPPLIER a machine failure (critical or non-critical) and a summon the SUPPLIER for on-site service support in PWPW.
 - 3) SUPPLIER commits itself to removing the problems and restoring the machine to operational condition within the following deadlines:
 - a) Critical failure – within 96 hours of reporting the problem, just like in point 2) above, whereas the Parties allow the SUPPLIER to apply a replacement solution to enable proper operation of the machine,
 - b) Non-critical failure – within 144 hours of reporting the problem, just like in point 2) above, whereas the Parties allow the SUPPLIER to apply a replacement solution to enable proper operation of the machine.
 - 4) If it is not possible to restore the machine to full functionality after implementing a replacement solution due to lack of spare parts, Supplier shall notify Recipient thereof at least 7 days prior to the lapse of the deadline for removing the replacement solution, including information about anticipated date of restoring the machine to full functionality. In such a situation duration of replacement solution may be extended up by RECIPIENT to 60 days, counting from the date of its initial implementation.

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8. Each time technical maintenance services are carried out on the **Machines** it will be necessary for both Parties to sign a technical maintenance report confirming the performance of those activities.
9. All reasonable travel and accommodation costs incurred by the SUPPLIER's staff performing the services under the warranty at the RECIPIENT's facility shall be borne exclusively by the SUPPLIER, without any reservations and material exclusions for any reason.
10. Should the SUPPLIER fail to remove the defects of or to repair the **Machines** within the deadlines specified in sec. 7 above or should the SUPPLIER, within the said deadlines, fail to indicate a contractor that would remove the defects or repair the **Machines** forthwith at the SUPPLIER's cost and risk, then the RECIPIENT shall be entitled to remove the defect or to repair the **Machines** with its own means or to have the defect removed by a third party at the cost and risk of the SUPPLIER. The fact that the defect of the **Machines** is removed or that the **Machines** are repaired by the RECIPIENT or by a third party appointed by the RECIPIENT shall not release the SUPPLIER from its obligations under the warranty and shall not deprive the RECIPIENT of its warranty rights hereunder.
11. All spare, fast wearing and replacement parts provided within the warranty period shall be delivered DAP Warsaw to the premises of the RECIPIENT as per Incoterms 2020.
12. In the case of a standstill of the **Machines** due to defects or the necessity to repair the **Machines** under the warranty, the warranty period shall be at each such occasion extended by the **Machines'** standstill resulting from the circumstances described above.
13. The SUPPLIER commits to the RECIPIENT that spare parts for the **Machines** shall remain available for 10 years as from signing the final acceptance report for the **Machines**.
14. This warranty shall not cover any defects resulting from inappropriate use or misuse of the **Machines**, i.e. from the use of the **Machines** for purposes other than the ones described in the technical documentation provided to the RECIPIENT as per § 7.
15. In case of a malfunction of a hard drive or another read-only memory medium used in the **Machines** and the necessity to replace it with a new drive/medium, the SUPPLIER shall leave the damaged drive/medium at the RECIPIENT's facility free of charge.
16. The SUPPLIER, 3 months before the warranty expires, shall perform, within the price of the CONTRACT, a technical inspection completed with a report indicating the condition of the machine and the service activities to be performed

LIABILITY AND CONTRACTUAL PENALTIES

§ 13.

1. If the deadlines for the performance of the subject matter hereof, i.e. the deadlines for delivery, assembly, installation, activation and acceptance of the **Machines**, conducting trainings and performing warranty services, are not met for reasons attributable only to

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the SUPPLIER, the SUPPLIER shall pay the RECIPIENT a contractual penalty amounting to 0,5% of the contractual net price specified in § 3 sec. 2 for each commenced day of default.

2. In case the technical support referred to in § 12 sec. 7 item 1 and 3 is not provided by the SUPPLIER, the RECIPIENT shall be entitled to charge contractual penalties in the amount of 0,03% of the net contractual price specified to in § 3 sec. 2 for each commenced hour of default in fulfilling this obligation by the SUPPLIER.
3. Should the SUPPLIER's fail to meet the contractual deadlines specified in § 12 sec. 7 item 4, the RECIPIENT shall be entitled to charge contractual penalties in the amount of 0,5% of the net contractual price specified in § 3 sec. 2 for each commenced day of default.
4. In the event of withdrawal from the Agreement by the RECIPIENT for reasons attributable to the SUPPLIER (including in the case of a negative FAT or SAT test result) or the SUPPLIER's withdrawal from the Agreement for reasons not attributable to the RECIPIENT, the SUPPLIER shall pay the RECIPIENT a contractual penalty in the amount of 20 % of the total net contractual remuneration specified in § 3 sec. 2 hereof.
5. The calculated contractual penalties shall be immediately due and payable to the RECIPIENT's bank account no. and shall not require any further calls from the RECIPIENT upon the SUPPLIER, subject to sec. 6 below.
6. The RECIPIENT reserves the right to deduct contractual penalties from any payments due to the SUPPLIER.
7. In addition to contractual penalties, the RECIPIENT shall have the right to claim damages in excess of contractual penalties on general principles specified in the civil code.

PROTECTION OF INFORMATION

§ 14.

1. The PARTIES agree to keep confidential and not disclose to third parties, including unauthorized employees the information about the Contract and any information of a technical, technological, legal, commercial, organizational, financial nature or otherwise, regarding the company of the RECIPIENT, entities cooperating with it and the customers and contractors, which the SUPPLIER obtains in the performance of this Contract constitutes a trade secret of the RECIPIENT within the meaning of the Act of 16 April 1993 on actions against Unfair Competition (i.e. Journal of Laws of 2020, item 1913), regardless of whether the appropriate clause has been applied.
2. Information obtained by the SUPPLIER in connection with the performance of this Agreement shall not be disclosed without the prior written consent of the RECIPIENT.
3. The PARTIES agree that the duty of confidentiality does not include information that is generally known, provided that these has not become widely known as a result of a breach of this Agreement.

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4. The PARTIES shall be exempt from the confidentiality in respect of information constituting trade secret of the RECIPIENT, if the obligation of disclosure results from the applicable provisions of law. In any such case, the PARTY will be required to:
 - 1) immediately notify the other PARTY of the obligation to disclose such information or about the disclosure made indicating the scope of the disclosure and the person or persons to whom disclosure is to be or has been made,
 - 2) disclose only the necessary part of RECIPIENT'S secret information,
 - 3) take all reasonable steps to ensure that the disclosed information constituting RECIPIENT company's secret shall be treated as confidential and will be used only for the purposes of the legitimate disclosure purpose.
5. The PARTIES undertake, under penalty of damages, to keep confidential the information referred to in section 1, above, during the term of the Agreement, and indefinitely after its termination / termination, regardless of the reason and method of termination.
6. The RECIPIENT will allow for the disclosure of the content of the Agreement with the SUPPLIER'S Bank granting the performance bond in respect of the Agreement, where such disclosures may be made only in order to obtain this performance bond.

PERSONNEL CONTROL

§ 15.

1. For the purpose of works carried out on the RECIPIENT'S premises the SUPPLIER undertakes to employ only employees without criminal records.
2. SUPPLIER will be responsible for:
 - 1) submission by the person designated in § 20 hereof for contacts in any matters of this Agreement on part of the RECIPIENT, of the list of employees anticipated for the works, including employees of subcontractors, containing the necessary personal particulars (full name, ID document number, company name) to issue passes entitling to entry/exit to and from the RECIPIENT'S premises in accordance with the Regulations of the Personnel Control and the system of passes at PWPW S.A.,
 - 2) the commitment of its employees to adhere to the principles set out in the instructions and regulations in force at the RECIPIENT'S facility,
 - 3) supervision of the presence of employees in the area related to the implementation of the works,
 - 4) preparation of two copies of the list of tools, equipment, etc. brought into the RECIPIENT'S site and taken out of the site and submitting the original list to the RECIPIENT,
 - 5) reporting to the RECIPIENT every time, a list of names of employees who work in the afternoon after 3 PM and days off from work, one day in advance,
 - 6) reporting, one day in advance, to the RECIPIENT, every vehicle entry into the RECIPIENT'S site. Lists of names and objects must be approved by the work supervisor on behalf of the RECIPIENT and by the RECIPIENT'S competent authorities,

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- 7) notification of the RECIPIENT about works posing an increased risk to the environment or an occupational risk,
 - 8) notification of Monitoring and Management Posts of the RECIPIENT (tel.2500) of any case of the increased risk to humans or the environment,
 - 9) ongoing maintenance of good order within the work premises and transportation routes,
 - 10) respecting by its employees and subcontractors of absolute ban on disposal of solid or liquid waste into wastewater drains and containers of the RECIPIENT,
 - 11) undertakes to handle waste in a manner that protects human life and health as well as the environment, in line with the principle of sustainable development and assumes full liability for execution of the Agreement with respect to requirements of the Act - Environmental Protection Law and the Act on waste,
 - 12) cleaning up the area after the execution of the works and its transfer to the RECIPIENT on the due deadline specified in the Agreement,
 - 13) agreeing with the supervising employee of the RECIPIENT on the method and place of temporary collection of semi-finished products to be fitted under the Agreement,
 - 14) respecting by its employees and subcontractors of OHS and fire safety regulations at the workplace,
 - 15) respecting by its employees and subcontractors the regulations in force of the RECIPIENT'S Integrated Management System in terms of quality of products and services, the environment, occupational health and safety.
3. Employees of the SUPPLIER will be required to wear visible ID tags and reflective vests with markings of the SUPPLIER at all times while at the RECIPIENT'S site.
 4. In the case of non-compliance by the SUPPLIER and its subcontractors to any provision of § 15 section 2 points from 9 to 15 and section 3 of the Agreement, the SUPPLIER will be charged each time a penalty in the amount of PLN 1,000 (say: one thousand zlotys), and in the case of multiple non-compliance by the SUPPLIER and its subcontractors with these provisions, the Contracting Authority reserves the right to terminate the Agreement.

PERSONAL DATA PROTECTION

§ 16.

1. The Parties undertake to ensure protection of personal data in connection with the performance hereof, including compliance with the requirements arising from Regulation 2016/679 of the European Parliament and of the Council (EU) dated 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, hereinafter GDPR, as well as Polish regulations applicable in this scope.
2. The **SUPPLIER** and the **RECIPIENT** undertake not to disclose, share, process, use for own purposes or for the purposes of third parties the personal data received as well as any and all other information shared in connection with or for the purposes of performing this Agreement, unless the confidentiality clause has ceased to apply to this information and it is publicly known or unless an authorised entity demands that the data be disclosed in the form and content stipulated by the law, and then the data shall be disclosed only within the scope required. This duty to maintain personal data confidentiality is not limited in time and it does not expire after the termination of this Agreement. This duty includes both the information arising from this Agreement, as well as the information obtained by

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- the or the **SUPPLIER'S** employees, and also its subcontractors or its subcontractors' employees or persons that the **SUPPLIER** uses in connection with or while performing this Agreement.
3. If the **SUPPLIER** provides the **RECIPIENT** with the personal data of its employees, subcontractors or the subcontractors' employees, the **RECIPIENT** represents that it shall use this information solely in line with this Agreement and for the purposes arising therefrom.
 4. Each of the Parties represents that the personal data of persons that will be involved in performing this Agreement shared with the other Party in connection with the execution thereof:
 - 1) shall be used by the other Party solely for the purposes of performing the duties and exercising the rights arising from this Agreement,
 - 2) include personal data required to ensure safety of persons and property, including the issuing of passes, as well as for the purposes of maintaining contact,
 - 3) are required by the other Party and shall be controlled by the other Party adequately to the purposes arising from the needs specified in item 1 and the tasks performed,
 - 4) may be processed by the other Party after this Agreement is terminated, may be controlled and used for the purposes necessary to determine, exercise or defend against possible claims.
 5. Each of the Parties represents that it shall notify appropriately the persons involved in the performance of this Agreement about the fact that their personal data have been shared with the other Party and about the rights that they have in connection with such disclosure that arise from the applicable regulations on personal data protection, and in particular about the fact that as of the moment of sharing personal data with the other Party that Party becomes the controller of the personal data shared with it within the meaning of the GDPR.
 6. The **SUPPLIER** undertakes to provide the persons referred to in section 3 with the information about the processing of their personal data by the **RECIPIENT** pursuant to Appendix no. 10 to this Agreement.

FORCE MAJEURE

§ 17.

1. The Parties shall be fully or partially released from their obligations hereunder in case of Force Majeure e.g. fire, flood, earthquake, war, strike, etc. if the Agreement cannot be performed in whole or in part due to such events. The Party invoking an event of Force Majeure shall notify the other Party thereof in writing forthwith. The proof that a Force Majeure event occurred or terminated shall be the certificate issued by the Polish Chamber of Commerce in Warsaw or by the national chamber of commerce (economy) located in the area where the Force Majeure event occurred. All deadlines previously agreed shall be extended by the period of time during which the Force Majeure persisted.
2. Should an event of Force Majeure make it impossible to perform this Agreement for more than 90 consecutive calendar days, the Parties shall be entitled to terminate this Agreement within 30 days effective as at the 91st day of the interruption. In this case no contractual penalties shall be due.

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TECHNICAL STANDARDS AND SECURITY REGULATIONS
§ 18.

1. The SUPPLIER represents that the **Machines** are manufactured in compliance with the requirements of the European Union, in particular with the requirements referred to in Directive 2006/42/EC, and that the **Machines** meet the requirements of the European harmonized standards. The compliance of the **Machines** with the regulations referred to above shall be confirmed by the SUPPLIER by way of a conformity declaration drawn up as required by Directive 2006/42/EC, Appendix IIA.
2. The SUPPLIER shall affix a CE marking on the **Machines** and provide the RECIPIENT with an appropriate document certifying that the **Machines** are completed within the meaning of the Machinery Directive.
3. The SUPPLIER represents that the noise level shall not exceed 81 dB(A) if measured 1 meter away from the **Machine**.
4. The SUPPLIER agrees to place safety messages (i.e. prepare an interface) regarding operation of the **Machines** in Polish.
5. The RECIPIENT shall instruct the SUPPLIER on the legal regulations that are connected with the Integrated Management System Policy in force at the RECIPIENT's facility in the scope necessary for a due performance hereof. The Integrated Management System Policy is attached as Appendix No. 7 hereto.
6. The SUPPLIER represents to the RECIPIENT that the persons involved in the installation of the **Machines** acting on behalf of the SUPPLIER shall observe the rules of the Integrated Management System Policy that are in force at the RECIPIENT's facility.
7. The SUPPLIER represents to the RECIPIENT that the works necessary to perform the Agreement shall be performed with the use of techniques and measures minimizing the environmental impact and that the aforementioned works shall be carried out by the employees that are competent with regard to environmental protection issues.
8. The RECIPIENT shall be deemed to be the producer of any waste resulting from the assembly, installation, activation or maintenance of the **Machines** (this provision shall apply to the suppliers not having their registered seat in Poland).
9. Pursuant to the Act of 24th April 2009 on Batteries and Accumulators (Polish Journal of Laws of 2020, item 1850) the SUPPLIER represents that should the delivered **Machines** contain batteries/accumulators as their components, the information on the kind, type, quantities and total weight of such batteries/accumulators shall be provided to the RECIPIENT upon the delivery of the **Machines**. The SUPPLIER represents that the batteries and accumulators delivered meet the requirements of Directive 2006/66/EC of the European Parliament and of the Council of 6th September 2006 on batteries and accumulators and waste batteries and accumulators, as far as the cadmium and mercury content is concerned.
10. Upon delivery of the **Machines** the SUPPLIER shall provide written information regarding:

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- 1) amount and type of lubricating oil delivered in the **Machines**,
 - 2) type of refrigerants applied,
 - 3) weights of particular types of packaging materials used for packing the **Machines**,
 - 4) tanks, hydraulic accumulators, hoisting and hauling equipment installed in the **Machines** which must be reported to the Office of Technical Inspection (UDT).
11. The SUPPLIER shall provide safety data sheets (in Polish) pertaining to hazardous substances and preparations which the SUPPLIER finds necessary to use while maintaining and in operating the **Machines**.
12. The SUPPLIER shall pay any fees for exploiting the environment in connection with the use of substances/mixtures or carrying out works in the course of performing the subject matter hereof to the extent that such exploitation is attributable to the SUPPLIER.

APPLICABLE LAW AND ARBITRATION

§ 19.

1. The present Agreement shall be governed by the Polish law with exclusion of the United Nations (Vienna) Convention of 11th April 1980 on the agreements on the international sales of goods (Polish Journal of Laws of 1997, No. 45, item 286).
2. Both Parties shall use their best endeavours to resolve amicably all disputes arising in connection with the performance hereof or with the interpretation of the provisions hereof.
3. Should an amicable resolution prove impossible, the dispute shall be finally settled by the Polish common court competent for the seat of the RECIPIENT.

CONTACT PERSONS

§ 20.

Each of the Parties shall appoint one representative in charge of contacting the other Party, which shall be:

For the RECIPIENT:

- 1) Phone no.: +48 22 235....., e-mail:

For the SUPPLIER:

- 1) Phone no.:, e-mail:

FINAL PROVISIONS

§ 21.

1. Whenever in this Agreement the Parties refer to the obligation of notifying one another or sending information, it shall be understood as sending e-mails; a response should be sent to each such e-mail acknowledging its receipt.
2. Withdrawal from the Agreement for reasons attributable to the SUPPLIER shall not deprive the RECIPIENT of its right to pursue compensation on general terms.

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3. In all matters not covered by this Agreement, the provisions of the Civil Code and other provisions of Polish law shall apply.
4. Pursuant to Article 4c of the Act of 8th March 2013 on preventing excessive delays in commercial transactions (i.e. Journal of Laws of 2021, item 424), Polska Wytwórnia Papierów Wartościowych S.A. declares that it has the status of a large entrepreneur within the meaning of Article 4 sec. 6 of the abovementioned Act.
5. The Parties unanimously decide that in the event wherein any provision of this Agreement would prove to be null and void, it shall not entail nullity of the whole Agreement. In such case the Parties shall negotiate to replace the invalid provision with another one, reflecting to the largest possible extent the intentions of the Parties.
6. Any and all amendments and supplements hereto shall be made in the form of a written annex under pain of nullity.
7. The following Appendices constitute an integral part hereof:
 - 1) Appendix No. 1 — “Technical Specification and Scope of Delivery”;
 - 2) Appendix No. 2 — “Bank Guarantee Forms”;
 - 3) Appendix No. 3 — “FAT/SAT **Machine** Acceptance Test Criteria”;
 - 4) Appendix No. 4 — “FAT/SAT Final **Machine** Acceptance Report”;
 - 5) Appendix No. 5 — “Issues to be Covered During Training”;
 - 6) Appendix No. 6 — “Training Completion Report”;
 - 7) Appendix No. 7 — “Integrated Management System Policy”;
 - 8) Appendix No. 8 — “Technical Specification of the **Machines**”;
 - 9) Appendix No. 9 — “List of Spare and Fast Wearing Parts” – “List of Fast Wearing Parts Marked with letter ‘W’”
 - 10) Appendix No. 10 — “Personal Data Processing Notice”
8. This Agreement shall be concluded and become binding as of its execution by both Parties.
9. The SUPPLIER has no right to transfer any rights or obligations arising herefrom to third parties without a prior written consent of the RECIPIENT.
10. This Agreement was executed in writing in four (4) counterparts, two (2) identical counterparts in Polish and two (2) identical counterparts in English being its translation from Polish. Each of the Parties shall receive one counterpart of each language version of the Agreement.
11. In case of any interpretation disputes, the Polish version of the Agreement shall prevail.

Signatures of the Parties:

RECIPIENT:

Polska Wytwórnia Papierów
Wartościowych S.A.
ul. Sanguszki 1, 00-222 Warsaw, Poland

SUPPLIER:

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ADVANCE PAYMENT BANK GUARANTEE FORM

Warszawa, 20.....

Beneficiary:

.....

ADVANCE PAYMENT GUARANTEE NO.

We have been informed by our customer (hereinafter called the Seller) that they concluded with you the Contract No. dated (hereinafter called the Contract) for the supply of (*Contract's subject*) at the total amount of

According to the Contract, you are required to make an advance payment to the Seller in the amount of, i.e. per cent of the total price.

As security for the possible claim for the refund of the advance payment, in the event that contractual obligations are not fulfilled, an indemnity by a bank shall be furnished.

At the request of the Seller, we, with its registered seat at, hereby irrevocably and unconditionally undertake to pay on your first written demand, irrespective of the validity and the effects of the above mentioned Contract, any amount up to

.....

(say:,/100),

upon receipt of your duly signed request for payment including the declaration stating that (*the Seller*) have failed to fulfil their obligations arising from the Contract No. dated and did not repay - in time - the advance payment.

For the purpose of identification, your written and duly signed request for payment including the declaration as above must be presented to us by registered letter or courier to the address, through the intermediary of your bank which must confirm that the signatures appearing on the request for payment belong to the persons empowered to representing your company.

Our guarantee is valid until and it shall expire fully and automatically in the following situations:

- 1) if the request for payment including the declaration as above is not presented to us on or before that day,
- 2) if you release us from obligations provided for in the guarantee, before its expiry, in the manner provided for the request for payment,
- 3) when our payments made under this guarantee reach the value of the guarantee,
- 4) if the Letter of Guarantee is returned to us within its validity.

The total amount of this indemnity will be reduced by any payment effected hereunder.

This guarantee comes into force on the date of the receipt of the advance payment of by the Seller on their account no. held with

This guarantee must be returned to us as soon as it is no longer required, or its validity has expired - whichever is earlier. The liability resulting from this guarantee shall expire upon the expiry date even if the guarantee is not returned to our Bank.

This guarantee is non-assignable.

This guarantee is governed by Polish law. Place of jurisdiction is

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PERFORMANCE BOND FORM

To:

Warszawa, 20..

Beneficiary:

.....
.....

PERFORMANCE GUARANTEE NO.

We have been informed by our customer (hereinafter called the Contractor) that they concluded with you an Agreement No. dated (hereinafter called the Agreement) for (*Contract's subject*) for the total amount of

According to the Agreement the Contractor is required to provide you with a performance bond for amount

of - (i.e. per cent of the total Agreement amount).

At the request of the Contractor, we, with its registered seat at , , hereby irrevocably and unconditionally undertake to pay on your first written demand, irrespective of the validity and the effects of the above mentioned Agreement, any amount up to:

... (*currency*)..... (*amount*)

(say: (*currency*),/100),

upon receipt of your duly signed request for payment including declaration stating that (*the Contractor*) have failed to fulfil their good performance obligations according to the Agreement No. dated

For the purpose of identification, your written and duly signed request for payment including the declaration as above must be presented to us by registered letter or courier to the address of

....., through the intermediary of your bank which must confirm that the signatures appearing on the request for payment belong to the persons empowered to represent your company.

Our guarantee is valid until and it shall expire fully and automatically in the following situations:

- 1) if the request for payment including the declaration as above is not presented to us on or before that day,
- 2) if you release us from obligations provided for in the guarantee, before its expiry, in the manner provided for the payment request,
- 3) when our payments made under this guarantee reach the value of the guarantee,
- 4) if the Letter of Guarantee is returned to our Bank within its validity.

The total amount of this indemnity will be reduced by any payment effected hereunder.

This guarantee must be returned to us as soon as it is no longer required, or its validity has expired - whichever is earlier. The liability resulting from this guarantee shall expire upon the expiry date even if the guarantee is not returned to our Bank.

This guarantee is non-assignable.

This guarantee is governed by Polish law. Place of jurisdiction is

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MACHINE ACCEPTANCE TEST CRITERIA

- 1 The delivery of the Machines will involve two kinds of tests:
- Factory Acceptance Test (FAT) at the SUPPLIER'S location.
 - Site Acceptance Test (SAT) at the CLIENT'S location. SAT also includes IT tests of the **Machine.**

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PRELIMINARY/FINAL ACCEPTANCE PROTOCOL

SUPPLIER:

RECIPIENT: **Polska Wytwórnia Papierów Wartościowych S.A.**
ul. Sanguszki 1,
00-222 Warszawa/ Poland

Items delivered:
Serial number: _____

The aforesaid **Machine** was:

.....
.....
.....

The accepting party fills in this confirmation of scope delivery, assembly and functionality of items delivered with the following remarks (deficiencies):

.....
.....

Additionally, the accepting party confirms that the aforesaid remarks do not considerably prevent the items delivered from working and being used.

SUPPLIER declares that the removal of the above comments will take place till

Signatures of persons
accepting the items delivered:
.....
.....
.....

Signatures of persons
delivering the items delivered:
.....
.....
.....

Place:

Warsaw

Acceptance date:

.....

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ISSUES COVERED DURING TRAINING

1. General information

1. machine components, their names and intended use,
2. review of dependencies between particular components,
3. control panels and dashboards - their functions,
4. review of the delivered technical documentation; its content and validity; spare parts catalogue; its validity and possibility of updating,
5. documentation forms — paper and electronic,
6. technical overhauls, renovations
7. review of the working conditions (at least 2 hours) including:
 - specific and machine-required elements of the room where the employee is to work and which influence the employee's working conditions (e.g. general lighting, heating, ventilation, technical devices, safety devices), if they are required,
 - workstation elements which influence the occupational health and safety (e.g. position of the employee at work, local lighting, local ventilation, safety, warning and signaling devices, tools, raw materials and products),
 - working procedures at the workstation,
8. review of the working environment factors coexisting with the operation of the machine, risks and hazards that may be caused by the said factors and procedures in the case of an accident or breakdown,
9. preparation of the equipment of the workstation to perform a particular.

2. Electrics and electronics

1. symbols used in diagrams,
2. review of electric diagrams,
3. location of components in the machine (engines, valves, sensors),
4. review of drives and engines,
5. computers, review of their tasks and day-to-day operation including replacement of damaged components, batteries. Etc.,
6. review of the purpose of LEDs and displays located on electronic boards and control devices,
7. full list of machine errors, error reasons and troubleshooting procedures.

3. Software

1. software for operators, data entered by operators with respect to their position (operator, shift supervisor, manager),
2. software for servicing purposes — detailed review of diagnostic programs available for the service team of PWPW S.A.
3. software update — selected issues,
4. software archiving — detailed review of archiving and restoring the system after a breakdown,
5. ways of communicating with the manufacturer's service team,
6. SDK training.

4. Mechanics

1. adjusting and positioning of the machine,
2. power hydraulics operation (electric valves),

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5. Independent work of the Machine's operator supervised by SUPPLIER'S personnel.

1. demonstration by the instructor of how to work at the workstation in accordance with the occupational health and safety rules and regulations. including the procedures of safe job performance with special regard given to any difficult and hazardous activities
2. adding new program for cutting and it's modifications
3. test job performed by the employee supervised by the instructor.
4. independent work of the employee supervised by the instructor.
5. review and evaluation of the work performed by the employee.

6. RECIPIENTS maintenance team exercises under the supervision of the SUPPLIER's personnel in the scope of adjustment and removal of failures

These exercises should help an engineer to find the reason for machine's malfunctioning, to disassemble a defective part, to replace it with a defect-free part and, if necessary, to adjust it with other components of the machine. In the case of complicated breakdowns, the engineer should know how to describe the problem to the manufacturer's engineer as well as how to find the breakdown and how to remedy the same after having received the guidelines from the manufacturer's engineer.

During the training it should be practiced how to replace and adjust the components which need to be replaced and adjusted in the course of technical overhauls.

However, it must be ensured that these issues are included as the training basis for all groups of the RECIPIENT's employees (namely the employees responsible for flow management, including mechanics, automatics experts, electricians and IT specialists).

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**INTEGRATED MANAGEMENT SYSTEM POLICY
OF
POLSKA WYTWÓRNA PAPIERÓW WARTOŚCIOWYCH S.A.**

Polska Wytwórnia Papierów Wartościowych S.A. supplies products and services that ensure credibility of transactions and identification processes. The Company's activities are guided by market requirements and clients' expectations, it looks after the rights and needs of its employees, and it strives to establish good relations with its contractors and other stakeholders. The Company runs its business while caring for the natural environment and allowing for the needs of the local community.

While ensuring that all legal and other requirements associated with the Company's business and the goals laid down in the corporate strategy are met, Polska Wytwórnia Papierów Wartościowych S.A. also declares that it will:

1. supply products and services that meet its clients' expectations while maintaining appropriate standards of production and customer service quality;
2. manufacture its products while maintaining physical and organisational safety, and it will exercise due diligence to provide the necessary level of security;
3. manage its business processes basing on risk analyses;
4. ensure the necessary level of information security, including security of personal data processed at the Company, by maintaining its confidentiality, integrity, accessibility, authenticity, accountability, incontestability, and reliability through applying the latest organisational and computer technologies;
5. exercise due diligence in maintaining safe and healthy working conditions with special attention paid to identified risks, and look after the safety of all persons located on the Company's premises;
6. protect the natural environment through effective waste management and streamlining of the Company's technological processes;
7. fulfil its obligations while respecting the rights of all stakeholders, allowing for their needs and expectations;
8. build the awareness of the Company's employees' and all other persons working under its supervision through the system of preliminary and regular trainings;
9. strive to constantly improve its manufacturing processes and also the methods used in the management of quality, environmental protection, occupational safety and health, information security, and manufacturing security.

Polska Wytwórnia Papierów Wartościowych S.A. undertakes to strive to meet the requirements and to constantly improve the effectiveness of its Integrated Management System.

The Integrated Management System Policy of Polska Wytwórnia Papierów Wartościowych S.A. is available to all interested parties online at www.pwpw.pl and it has been distributed among the Company's employees via its intranet.

On behalf of the Board of Directors of PWPW S.A.

President of the Board

Warsaw, 7 February 2018

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TECHNICAL SPECIFICATION OF THE MACHINE

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LIST OF THE PARTS SUBJECT TO QUICK WEAR AND TEAR AND PRICE LIST OF THE SPARE PARTS.

**Quick wear and tear parts marked with letter „W”
Spare parts**

Standard delivery time for spare parts and wear parts is 15 working days. In the event that the standard delivery date cannot be met, the SUPPLIER will inform the RECIPIENT in writing and agree on a new delivery date, which will not be longer than 30 business days from the date of placing the Order.

Lp.	Part number	Description	Indication (S/W)	Price	Guaranteed delivery time [in days]

The SUPPLIER ensures that the price list is updated within 14 working days if it is changed. The parties agree that updating the prices does not require an amendment to the contract, but only informing the RECIPIENT in writing

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PERSONAL DATA PROCESSING NOTICE

Pursuant to the Regulation of the European Parliament and of the Council (EU) 2016/679 dated 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") and in connection with your sharing of your personal data with Polska Wytwórnia Papierów Wartościowych S.A. :

1. The controller of your personal data is Polska Wytwórnia Papierów Wartościowych S.A. with its registered seat in Warsaw at the following address: ul. Sanguszki 1.
You can contact the data controller in the following ways:
 - a) by post: ul. Sanguszki 1, 00-222 Warsaw, Poland,
 - b) by e-mail: pwpw@pwpw.pl,
 - c) by phone: 22 235 20 00 (switchboard).
2. The data controller has appointed a Data Protection Officer who can be contacted by e-mail (iod@pwpw.pl) regarding all matters pertaining to the protection of personal data and the manner of exercising the rights held.
3. The data will be processed pursuant to:
 - 1) article 6 section 1 letter b) of GDPR for the purposes of concluding and performing this Agreement,
 - 2) article 6 section 1 letter f) of GDPR for the purposes of exercising the legally justified interests of the Data Controller, in particular those related to the performance of the Agreement, communications regarding the performance of the Agreement, ensuring safety of persons and property, including the issuance of passes, filing and defending against possible claims/
4. The following data: first name, last name, company e-mail address, company phone number, as well as any data necessary to issue a pass have been acquired from (.....) and they will be used solely for the purposes of performing the Agreement concluded.
5. Your personal data may be shared with:
 - a) entities that provide certain services, and in particular ICT service providers, courier companies, postal operators,

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- b) providers of legal and consulting services, and companies supporting the Data Controller in claim assertion, in particular law firms,
 - c) bodies authorised to receive personal data under the law.
6. You have the right to access your personal data and the right to demand that these data be amended, deleted, or that their processing be limited.
 7. Within the scope in which the basis for the processing of personal data is the legally justified interest of the Data Controller, you have the right to object against the processing of your personal data.
 8. You also have the right to file a complaint with the President of the Personal Data Protection Office at the following address: ul. Stawki 2, 00-193 Warszawa.
 9. Your personal data shall be stored until the task for which they were collected is completed, and in the case of personal data processing for the purposes of asserting or defending against possible claims – until the expiration of the statute of limitations for claims provided by law.
As far as archival materials are concerned – for the duration arising from the act on national archival resources and archives dated 14 July 1983.
 10. Provision of your personal data is voluntary, but it is necessary to perform the goals referred to above.

marked with „S” letter