

Pruszków, dn. 16.06.2023.

TERMS AND CONDITIONS OF THE TIKROW SERVICE CUSTOMER.

NUMBER 4.0 (EFFECTIVE 01/07/2023).

I. Definitions

1. **Application** - an IT tool, created by the Organizer, downloaded and installed on mobile devices with an appropriate system supporting the Application, including Android, used to use the Service;
2. **Prohibited Data** - content prohibited by applicable Polish and international laws, in particular, pornographic content, content related to the promotion of violence and hatred, drastic content, as well as content generally considered offensive, morally reprehensible, socially inappropriate, offending religious feelings, violating copyrights or the rights of others, the provision of which within the Service is not allowed;
3. **Hotline** - telephone number of the Organizer, available from 9:00 a.m. to 5:00 p.m. on weekdays, indicated on www.tikrow.com, intended for contact with the Customer and Customer Representatives;
4. **Client** - the entity for the benefit of which the Task is to be implemented, being the user employer of the Partner within the meaning of the ZPT Act, which has entered into a Cooperation Agreement with the Organizer;
5. **Civil Code** - the law of April 23, 1964. - Civil Code (i.e., Journal of Laws of 2019, item 1145, as amended);
6. **Account** - a place in the Service, available to Client's Representatives after logging in (providing Login and password), through which Client's Representatives perform actions and operations related to functioning in the Service (e.g. placing Orders, evaluating Partners);
7. **Coordinators** - persons designated by the Parties in the Cooperation Agreement to communicate on matters related to the Parties' cooperation;
8. **Login** - the unique and unrepeatable identifier of the Customer Representative on the Service assigned to the Customer Representative by the Organizer;
9. **Location** - the place of performance of the Tasks by the Partner indicated in the Order, identified at least by the exact address of the Task;
10. **Juvenile** - A partner who has reached the age of 16 and has not exceeded 18 years of age;
11. **New Location** - a Location where Tasks have never been carried out before, i.e. before the Order was placed, or where the last Task was carried out more than 180 (one hundred and eighty) days ago;
12. **Rating** - a numerical unit from the range of 1 - 5, recorded in the Partner's Account, which the Partner receives from the Client for the performance of the Task, with rating 1 being the lowest rating and indicating non-performance or improper performance of the Task, and rating 5 being the highest rating, indicating perfect performance of the Task and the highest quality of services provided by the Partner;



13. **Offer** - an **offer** directed by the Organizer to the Partners, through the Service, to carry out a Task for the benefit of the Client under the conditions specified in the Offer;
14. **Organizer** - Tikrow sp. z .o.o. with its registered seat in Pruszków, at ul. Józefa Ignacego Kraszewskiego No. 32, lok. 4, 05-803 Pruszków, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Economic Department of the National Court Register under KRS: . Warsaw, XIII Economic Department of the National Court Register under the KRS number: 0000699505, NIP: 5223102929, REGON 368527417 with the share capital of PLN 15100 paid in full, being a temporary work agency operating on the basis of an entry in the register of entities operating employment agencies under the number 17700 on the basis of Article 18 et seq of the Act of 20 April 2004 on employment promotion and labor market institutions (i.e. Journal of Laws of 2018, item 1265 as amended);
15. **Partner** - an individual, including one who is an Adolescent, using the Service to Implementation of the Tasks within the framework of its economic or professional activity;
16. **Cookies ("cookies")** - text files saved by the web browser on the user's computer disk or mobile device for the purpose of storing information used to identify the user or to remember the history of actions taken by the user on the Website;
17. **Client's Representative** - the Client's representative authorized to place Orders and enter into Execution Agreements in the name and on behalf of the Client;
18. **Rules and Regulations** - this document, which are the rules and regulations within the meaning of the Act on Provision of Services by Electronic Means and specifying the rules for the provision of Electronic Services by the Organizer to the Client, including detailed rules for the operation of the Website, as well as specifying detailed rules for the performance of Tasks for the Client;
19. **Type of Task** - established in the "List of types of Tasks" attached to the Cooperation Agreement, the subject of activities carried out by the Partner marked with a specific name and describing the scope of duties and responsibilities of the Partner in carrying out the Task for a given position or function;
20. **Website** - an IT system developed by the Organizer consisting of a website located in the domain tikrow.com and the Application, made available electronically by the Organizer, enabling Customers to use Electronic Services and offering the functionalities described in the Regulations and Cooperation Agreement;
21. **Deadline of the Task** - the date and time of commencement of the Task,
22. **Order Mode** - the mode of execution and the nature of the Order resulting from its designation by the Customer Representative as a Regular Order or an Express Order;
23. **Cooperation Agreement** - a framework agreement concluded between the Organizer and the Client, specifying the terms and conditions for the provision of Electronic Services by the Organizer to the Client using the Website and the services of a temporary employment agency on the basis of Execution Agreements, in order for the Partners to perform the Tasks for the Client;
24. **Execution Agreement** - an agreement concluded between the Organizer and the Client, through the Service, for the provision of temporary work in the form of a Task by the Partner who accepted the Offer to the Client;



25. **Electronic Services** - electronic services within the meaning of the Act on Provision of Services by Electronic Means, provided to Customers by the Organizer using the Website, consisting, in particular, of maintenance of Customer Representatives' Accounts on the Website, enabling submission of Orders by Customer Representatives and presentation of Offers to Partners, conclusion of Execution Agreements and evaluation of Partners;
26. **Law on Provision of Services by Electronic Means** - the law of July 18, 2002. r. on the provision of electronic services (i.e., Journal of Laws of 2019, item 123);
27. **OgrH law** - the law of January 10, 2018 on the restriction of trade on Sundays and holidays and on certain other days (i.e., Journal of Laws 219, item 466, as amended);
28. **ZPT Law** - law of of 9 July 2003 on employment of workers Temporary (i.e., Journal of Laws of 2018, item 594, as amended);
29. **Qualification Requirements** - the competencies, authorizations, experience or other requirements required for the performance of Task, as agreed by the Parties;
30. **Organizer's remuneration** - the remuneration that the Organizer receives for the performance of the Task, established in the Execution Agreement, calculated based on the product of the hourly rate resulting from the Cooperation Agreement (applicable to the Task Type and the Task Mode) and the Task completion time specified in the Order;
31. **Task** - a service that is a type of temporary work referred to in Article 2, point 3 of the ZPT Law, provided by the Partner to the Client, as a user employer, on the basis of a civil law agreement between the Partner and the Organizer, characterized by the ad hoc, one-time and uninterrupted nature of the activities performed and a completion time of no more than 12 hours;
32. **Order** - an order for the implementation of a Task placed on behalf of the Client via the Service by the Client's Representative in order for the Organizer to obtain a Partner for the implementation of the Task, constituting an offer to the Organizer to conclude an Implementation Agreement, referred to in Article 66 § 1 of the Civil Code;
33. **Express Order** - an Order with a high priority, resulting, in particular, from the need for rapid acceptance of the Offer and a close Task Deadline, carried out on the basis of the Client Representative's selection of the Order Mode in accordance with increased hourly rate established in the Cooperation Agreement;
34. **Ordinary Order** - Order executed in normal mode i.e. not being Express Order.

II. General provisions

1. These Regulations have been drawn up on the basis of the provisions of the law in force on the territory of the Republic of Poland and specify the rights and obligations of the Organizer and the Clients arising from the Cooperation Agreement with regard to the provision of Electronic Services by the Organizer to the Clients, specify the detailed rules for the functioning of the Website, and specify the detailed rules for the performance of Tasks on behalf of the Client.
2. In the relations arising from these Regulations, Art.



66¹ § 1, 2 and 3 of the Civil Code.

3. The Organizer provides the Client with electronic services (Electronic Services) within the meaning of the Act on Provision of Services by Electronic Means, consisting in particular of:
 - 3.1. Maintaining on Service Accounts Representatives Customer enabling Customers to use the Service;
 - 3.2. Enabling Customer Representatives to submit Orders via the Service, which are the basis for automatic generation of Offers addressed to Partners;
 - 3.3. Enabling to conclude between Organizer and Customer Contract Realization;
 - 3.4. Allowing customers to evaluate Partners through the Service.
4. The prerequisite for the Client to start using the Electronic Services provided by the Organizer is the conclusion of a Cooperation Agreement between the Parties, which is also an agreement for the provision of electronic services, the Client's familiarization with and acceptance of the content of the Regulations, as well as the establishment of Accounts for the Client's Representatives by the Organizer. Additional conditions for placing Orders on the Service may be specified in the Agreement.
5. The Customer's use of the Service is entirely voluntary. The Client may resign from further use of the Service under the terms of Cooperation Agreement. The termination of the Cooperation Agreement concluded between the Organizer and the Client is tantamount to the cessation of the Client's use of the Service and the liquidation of the Client's Representative Accounts.
6. The Electronic Services specified in these Regulations are provided by the Organizer free of charge. The remuneration of the Organizer for accepting the Offer and performing the Task, as specified in the Execution Agreement, is determined according to the terms of these Regulations and the Cooperation Agreement. Due to the necessity to initiate an Internet connection in order for the Client to use the Service, the operator providing the Client with an Internet connection may charge a data transmission fee in accordance with that operator's price list. The Organizer shall not bear the costs of the Customer's Internet access associated with the Customer's use of the Service.
7. The Organizer does not transfer to the Client any intellectual property rights vested in the Organizer or any other rights related to these rights, which are used in the course of the performance of the Cooperation Agreement, and does not transfer to the Client any rights to methodology, analytical or IT tools, in particular to the Service, as well as know how and other business data that may be used or developed by the Organizer in the course of the performance of the Agreement.
8. Under the terms and conditions indicated in the Cooperation Agreement and these Terms and Conditions, the Organizer grants the Client, in the territory of Poland, a non-exclusive, royalty-free permission to use the Service for the Client's own use to the extent necessary to perform the Cooperation Agreement. The Client may use the Service only for its own internal business activities and may not share the Service, and in particular the access codes to the Service, with any third parties without the consent of the Organizer.



9. The organizer reserves the right to develop the Service and offer changes to the The scope of the Electronic Services provided.
10. It is forbidden for the Customer to use the Electronic Services in a manner contrary to the following
With the law or good morals.
11. It is forbidden for the customer to provide false, incomplete or Prohibited Data.

III. Technical conditions for the use of Electronic Services by the Customer

1. In order to properly use the Service enabling full utilization of the functions provided through them, the Customer should have:
 - 1.1. A device that provides access to the Internet;
 - 1.2. Firefox 8.0 or later, Chrome 11 or later, Internet Explorer browser 8 or later, Safari 5.1.7 or later, or software with a similar parameters or
 - 1.3. Tikrow Application installed.
2. The use of all applications of the Website may be subject to the activation of Java Script or consent to the use of cookies under the terms of the Act of July 16, 2004. Telecommunications Law (i.e. Journal of Laws of 2018, item 1954, as amended) and disabling the blocking of "pop-ups" and adblockers, i.e. programs that block the appearance of advertisements.
3. The Organizer shall use its best efforts to ensure proper and uninterrupted operation of the Website and provision of Electronic Services during the term of the Cooperation Agreement.
4. Necessary and periodic technical interruptions, during which required changes will be made to the Service, or aimed at modernization or maintenance of the Service, will be carried out as far as possible at night, with the guarantee of the least possible inconvenience to Customers.
5. Suspension of the provision of Electronic Services due to the occurrence of a periodic technical interruption, in particular but not exclusively occurring for the reasons referred to above, shall not be treated as non-performance or improper performance of the Cooperation Agreement by the Organizer.
6. The Organizer shall not be liable for damages resulting from malfunctions or interruptions in the operation of the Service or other disturbances observed in the process of providing the Service, unless the malfunctions, interruptions or disturbances are due to circumstances resulting from intentional actions of the Organizer. The Organizer shall make every effort to minimize the inconvenience to Customers resulting from periodic technical interruptions.

IV. Accounts of Customer Representatives

1. After the Parties conclude the Cooperation Agreement, the Organizer sets up individual Accounts for Customer Representatives on the Service, enabling the Customer to use the Service. Each Customer Representative is entitled to an individual identifier (Login) and password, which are individual features of the Customer Account.



2. After logging into the Account, the Customer Representative may change the existing password. If the password is lost or needs to be changed, the Customer Representative should contact the Organizer at kontakt@tikrow.com or the Hotline number.
3. The Customer's representative is obliged to keep the Login and password confidential. The Customer is solely responsible for the consequences of their disclosure to unauthorized persons. In the event that the Login or password is lost by the Customer Representative or disclosed to unauthorized persons, the Organizer shall not be liable for any consequences arising therefrom.
4. The Customer is entitled to use Accounts in the number agreed with the Organizer. The number of Accounts in the Service is adapted to the Customer's demand.
5. The Customer Representative Account records identification and contact information. Customer's Representative necessary to submit Orders.
6. The Client is obliged to inform the Organizer of any change in its data and the data of the Client's Representative provided to the Organizer during the term of the Cooperation Agreement.
7. The Client Account allows the Client Representative to access the Orders placed by the Client Representative through the Service, as well as to download the Execution Agreements concluded through the respective Client Representative.

V. Partner Evaluation System

1. After the completion of each Task, the Customer Representative will communicate to the Organizer via the Service, within 15 minutes after the Partner completes the Task, his/her evaluation of the level of completion of the Task by assigning an appropriate Rating.
2. If a Partner is given a rating of 1 or 2, the Organizer will undertake, with the participation of the Partner and the Client, actions to clarify the circumstances under which such a rating was given.
3. The awarding of Rating 1 by the Client's Representative to the Partner and providing the Organizer with the justification for such Rating relieves the Client from the obligation to pay the remuneration to the Organizer.
4. The Organizer is entitled to verify the correctness of the Partner's Evaluation. The Customer is obliged to evaluate the Partner's work fairly.
5. In case of failure to submit the Assessment referred to in Paragraph 1 above by 11 a.m. of the day following completion of the Task, the Organizer shall send a reminder to the Client's Representative via email about the need to submit the Assessment immediately, but no later than by 2 p.m. of the day following completion of the Task. Failure to submit the Assessment by the Client's Representative by this date will result in the automatic awarding of the highest rating to the Partner and will confirm the fact that the Partner has duly completed the Task. In such a situation, the Customer is not entitled to a complaint and cannot dispute the need to pay the Organizer the remuneration for the Task completed by the Partner.

VI. Placing Orders and Entering into Execution Agreements



1. Placement of the Order by the Customer Representative is made by completing and approval by him on the Service of the Order form including:
 - 1.1. Type of Task to be assigned to the Partner;
 - 1.2. Deadline Task;
 - 1.3. time implementation Tasks - including maximum 12 hours temporary work;
 - 1.4. Location of the given Task
 - 1.5. Order Mode.
2. The Task Deadline may be set by the Customer Representative at will except in the case of a New Location. In the case of a New Location, the Service allows the Task Deadline to be set for a date no earlier than 10 days after the first Order is placed for that New Location (the so-called Start Buffer). This restriction does not apply to Express Orders, which can be submitted for any Location for any date.
3. Submission of an Order, takes place after all required fields of the Order are filled in on the Site and the Order is approved by the Customer Representative.
4. The Client is not obliged to continuously publish Orders. The Client may place Orders subject to its own demand. The Client should refrain from submitting an Order in the event that it could cause the Client to violate the law, the rights or property of third parties, the Client's contractual obligations or the principles of social intercourse. Due to the short-term, ad hoc and civil law nature of the Tasks, their subject matter must not be activities that require long-term practical or theoretical training in the scope of the services provided and in the field of health and safety of their performance, as well as requiring strict subordination and lacking the characteristics of independence.
5. It is not permitted to direct Orders, the subject of which would be Tasks that meet the conditions specified in Article 8 of the ZPT Law.
6. The order is the basis for the Service to automatically generate an Offer. The offer is formulated on the basis of the data contained in the Order and in the content of the "List of types of Tasks", attached to the Cooperation Agreement specifying the scope of duties performed under a given Task, a description of the conditions for its performance , as well as the Qualification Requirements.
7. The Organizer is entitled to independently determine the amount of remuneration of the Partner for the implementation of the Task.
8. The Customer has the right to withdraw the Order until the Offer is accepted by the Partner. Once the Offer is accepted by the Partner, the Customer may cancel the Order with the obligation to pay the Organizer's Remuneration in accordance with Section VII.2 of the Regulations.
9. The Organizer will withdraw the Offer from the Service if the Offer is not accepted by any Partner until the Task Deadline arrives.
10. Acceptance of the Offer by the Partner results in sending to the email address of the Client's Representative, who placed the Order, a notice of acceptance of the Offer indicating the Partner appointed to carry out the Task. The Client's Representative is informed about the acceptance of the Offer also in the Service. Sending the aforementioned notification to the Client is tantamount to the Organizer's statement of acceptance of the Order and results in the conclusion of the Execution Agreement, with the reservation that the Execution Agreement



is concluded each time under the condition precedent of the Partner's accession to the execution of the Task. The document containing the provisions of the Execution Agreement is sent to the Client Coordinator and does not require signatures of the Parties.

11. The execution of the Execution Agreement is tantamount to the execution between the Organizer and the Client of the agreement referred to in Article 9, paragraph 1, items 3 - 5 of the ZPT Law.
12. The terms of the Execution Agreement generated by the Service are determined on the basis of:
 - 12.1. Order submitted by the Client - in the scope specified in VI.1 items 1.1.- 1.4;
 - 12.2. the Partner's statement of acceptance of the Offer to the extent that it identifies the Partner performing the Task;
 - 12.3. "List of Types of Tasks" attached to the Cooperation Agreement - to the extent that it determines the Remuneration of the Organizer, the scope of duties performed and the conditions of performance of the Task, as well as the Qualification Requirements.
13. If the Client notices any irregularities or other errors in the content of the Offer or the Execution Agreement, he/she is obliged to immediately inform the Organizer about it.
14. The Customer agrees that the selection of the Task Partner is made on the basis of priority of acceptance of the Offer, and that the Tasks may be carried out on its behalf by various Partners over whose selection it has no control.
15. The Organizer assigns an individual identification number to each Execution Agreement.
16. The Organizer shall ensure that the Adolescents perform the Tasks on the basis of consents given by the Adolescents' legal representatives.
17. For the purpose of providing information about entities for which Partners may perform Tasks, during the term of the Cooperation Agreement, the Organizer shall be entitled to disclose on its website and on the Service the fact of cooperation with the Client and to use the Client's company and logo, or the name of its enterprise, for these purposes.
18. The Client may not change the scope of the Tasks, modify the established hours and location of the Tasks, direct the Partner to travel on business, or delegate the Partner.

Vla. Tasks on days covered by the trading ban from the OgrH Law

1. In the event that the Customer submits Orders that include Tasks whose date falls on days covered by the prohibition of trade and commerce-related activities, as well as the prohibition of assigning an employee or worker to perform trade and commerce-related activities in accordance with the provisions of the OgrH Act, the Customer warrants that these Orders relate only to Tasks carried out in establishments covered by the statutory exemption from the indicated prohibitions under Article 6(1) of the OgrH Act and do not violate the provisions of the OgrH Act. The Client assures that it bases the above statement on a detailed analysis of the provisions of the OgrH Act and the scope of its activities, in



Within the framework of which it will direct the Organizer to the Orders referred to in paragraph 4 above.

2. If doubts arise as to the correctness of the statements contained in pt. VIa.1. above, in particular in the event that a report of a violation of the prohibitions provided for in the OgrH Act is sent to the Organizer or proceedings are initiated in this matter by the competent state authorities, the Client undertakes to cooperate with the Organizer in all actions aimed at clarifying the matter or terminating such proceedings, including providing the Organizer with all necessary information, analyses, opinions and legal expertise in its possession which form the basis for the statements in VIa.1. above or which are drawn up later and relate to the Client's employment of employees or temporary workers on the days referred to in this section.
3. The Customer undertakes to immediately notify the Organizer of any report of violation of the prohibitions provided for in the OgrH Act, becoming aware of such a report addressed to other entities or state authorities, as well as of the initiation of proceedings in this matter by the competent state authorities.
4. In the cases specified above, the Client is obliged to take all possible measures to demonstrate the absence of violation of the OrgU Act or to limit or remove the effects of such violation, and to cooperate fully with the Organizer in this regard. The Organizer is entitled to block the Client's ability to direct the Orders referred to in paragraph 4 above.
5. In consideration of the need for the Organizer to rely on the Client's position regarding the permissibility of the Tasks referred to in this Section VIa of the Regulations, the Client shall indemnify the Organizer and its personnel, i.e., employees and members of the Organizer's bodies, against any and all payments, expenses and liabilities charged to them, including those resulting from any penalties imposed, as referred to in Article 10 and Articles 12-15 of the OgrH Law, which would result from the Client's placement of an Order on the Service and performance of a Task based on it on a date subject to the OgrH Law.

VII. Remuneration of the Organizer for the execution of the Implementation Agreements

1. Subject to the provisions of Sections VII.2 and VII.3, the Organizer is entitled to the Organizer's Remuneration for each Task performed. The Organizer's Remuneration is the entire amount charged to the Client for the performance of the Task by the Partner, and the Organizer covers the Partner's remuneration from it, as well as any public charges related to the performance of the Tasks.
2. Subject to the second sentence below, cancellation of the Task after acceptance of the Offer by the Partner shall result in the Client's obligation to pay 50% of the Organizer's Remuneration. Cancellation of the Order one hour before the Task Deadline or later shall result in the Client's obligation to pay the entire Organizer's Remuneration.
3. In the event that the Customer gives the Partner a rating of 1, the Task will be considered not completed or improperly completed, and the Customer will be released from the obligation to pay the Organizer's Remuneration.



4. The amount of value added tax due will be added to the remuneration included in the invoices each time.
5. The Client authorizes the Organizer to issue VAT invoices without the issuer's signature.

VIII. Principles of Task Implementation

1. The Client agrees to supervise through the Client's Representatives the Partner's performance of the Tasks and issue necessary instructions to the Partner.
2. The Client shall provide Partners with safe and hygienic conditions for the performance of Tasks, and in cases where knowledge of technology or health and safety is necessary for the performance of Tasks, in particular the operation of specialized equipment, it shall provide the necessary training and instruction in the above area.
3. In the case of referral of a Young Adult to perform a task, the Organizer shall inform the Client. The Young Adult may only perform light work, as established in the list maintained by the Organizer and approved by the competent labor inspector. The Client may not, during the execution of the Tasks, assign to the Young Adult any work not listed. The Client shall provide the Juvenile with the care and assistance necessary for their adaptation to the proper performance of the Task.
4. If necessary due to the nature of the Tasks, the Client shall inform the Partner of the risks associated with the performance of the Tasks, provide the Partner with work clothes and footwear and personal protective equipment, as well as beverages and preventive meals. In particular, the Client is charged with the obligation to provide all personal protective equipment and implement safeguards and procedures related to the prevention, prevention and eradication of COVID-19 and other infectious diseases and the increased risk of SARS-CoV-2 infection.
5. The Partner, during the period of performance of Tasks for the Client, shall have the right to use the Client's social facilities on the terms provided for employees employed by the Client.
6. The Client agrees that the Organizer may exercise its right to inspect the site of the Tasks.
7. The Client's representative will each time, immediately after the completion of the Task, confirm its completion and give the Partner's rating in accordance with the provisions of paragraph V of these Regulations.
8. The Organizer ensures the formal settlement of the Tasks carried out by the Partners on behalf of the Client, in particular, maintains the personnel records of the Partners referred to the Client and makes settlements related to social insurance and taxation of the Partners.
9. In the event of an accident in connection with the performance of the Task, the Client, in addition to fulfilling its statutory obligations, shall immediately inform the Organizer of the incident and investigate the circumstances and causes of the incident with the participation of a representative of the Organizer.
10. Pursuant to Article 14a of the ZPT, the Client shall keep records of the Task Partners, including information on the start date and end date of the Task during the period covering 36 consecutive months referred to in Article 20 of the ZPT Law, and shall keep such records for the period of its maintenance and the immediately following 36-month period.



11. In the event that the same Partner performs Tasks for the Client more than 20 times in the same organizational unit of the Client (place of performance of the Task) within a period of 2 calendar months, the Organizer will propose to the Partner and the Client to establish a direct legal relationship for the provision of services or an employment relationship, or alternatively, the Parties will jointly decide with the Partner to direct the Partner to provide temporary work for the Client on terms separate from those referred to in the Cooperation Agreement. If a direct legal relationship is established between the Client and the Partner, the provisions of the Cooperation Agreement regarding the recruitment commission will apply.

IX. Effects of termination of the Cooperation Agreement

1. Subject to paragraphs 2 and 3 below, termination of the Cooperation Agreement entered into between the Organizer and the Client shall result in cessation of the Client's use of the Service and liquidation of the Client's Representative Accounts. The liquidation of the Accounts of the Customer's Representatives may not take place before the expiration of the termination period, and also until the Customer's Representative has issued an Evaluation for completion from the last of the Tasks accepted for completion during the term of the Cooperation Agreement or has obtained this Evaluation in accordance with Section V.5 of the Regulations.
2. During the termination period of the Cooperation Agreement, the Client may submit Orders for the performance of Tasks that are due only during the termination period.
3. Termination of the Cooperation Agreement shall not affect the validity and performance of the Implementation Agreements concluded before the date of termination of the Cooperation Agreement, unless the Cooperation Agreement is terminated with immediate effect.

X. Complaints

1. Coordinator Customer can file complaint regarding w in particular Operation of the Service.
2. Complaints may be submitted in writing to the Organizer's address indicated in I.13 of the Regulations or to the e-mail address .kontakt@tikrow.com
3. A properly submitted complaint should include at least:
 - 3.1. data that allows identification of the customer;
 - 3.2. if the complaint concerns the performance of the Execution Agreement - data allowing to identify the Partner;
 - 3.3. a description of the subject of the complaint, i.e. a concise citation of the circumstances justifying the complaint (e.g. irregularities in the functioning of the Site or interference with Electronic Services) and the Client's expectations related thereto.
4. If the data or information provided in the complaint needs to be supplemented, the Organizer, before considering the complaint, will ask the Client to supplement it, indicating the necessary scope of supplementation.



5. The Organizer is obliged to consider the complaint as soon as possible, if possible within no more than 14 working days from the date of receipt of a properly submitted complaint.
6. The Organizer shall inform the Customer Coordinator in writing about the complaint processing or
To the Client Coordinator's email address.

XI. Amendments to the Regulations

1. The Organizer is entitled to make changes to the content of the Regulations.
2. The Organizer shall inform the Client of the amended Terms and Conditions and their effective date by sending a message to the Client at the Client's Coordinator's email address provided by the Client in the Cooperation Agreement, no later than 14 calendar days prior to the scheduled implementation of the changes.
3. The Client may, within 14 calendar days from the date of receipt of the notification, refuse to accept the changes to the Regulations and terminate the Cooperation Agreement, effective as of the effective date of the changes to the Regulations. The termination shall be made by sending a statement by registered mail to the registered address of the Organizer. If the Cooperation Agreement is not terminated, the amendments to the Regulations shall come into effect on the day following the expiration of the notice period indicated above, unless the Organizer has indicated a different, longer effective date for the amendments to the Regulations.
4. Termination of the Cooperation Agreement pursuant to the procedure set forth in Section XI. 3 above, shall not affect the validity and performance of Implementation Agreements entered into prior to the date of termination of the Cooperation Agreement.
5. The provisions of the Regulations in the version in effect on the date of acceptance of the Task by the Partner shall apply to the individual Tasks concluded between the Organizer and the Partner as a result of acceptance of the Task.

XIa. Confidentiality

1. The Parties unanimously agree that the content of the agreements concluded between the Parties and all information that the Parties provide to each other in the course of the Cooperation, in particular relating to the services of the Organizer, all know-how, commercial, legal, technical and organizational information and other information of economic value provided or disclosed to the other Party in connection with the execution of the Cooperation Agreement, regardless of the form, degree and manner of their expression, fixation or elaboration (Confidential Information), shall be confidential and shall be kept in full secrecy, shall be used and exploited only for the purposes related to the execution of the Cooperation Agreement and the Execution Agreements, and shall not be transferred or disclosed to any third party without the prior consent of the other Party expressed in writing under pain of nullity. The Party shall be liable for the acts and omissions of the persons to whom the Party has disclosed Confidential Information as for its own acts and omissions.
2. The obligation of confidentiality shall not apply in cases where the obligation to disclose Confidential Information will result from mandatory provisions of law or a final decision of a public authority. In any such case, the Party making the disclosure will be obligated to immediately inform the other Party of the obligation to disclose the Confidential Information and



take all possible measures to ensure that the disclosed Confidential Information will be treated confidentially and used only for the purposes justified by the purpose of disclosure. The obligation of confidentiality also does not apply to information that was known to a Party prior to its disclosure by the other Party, and information that is generally known.

3. Any media containing Confidential Information (and copies thereof) shall be purged of Confidential Information or returned to the other Party after it has been used or used for the purposes of the Cooperation, at the latest upon termination or expiration of the Agreement. However, a Party may, for archival purposes, retain copies of documents made for the implementation of the Framework Agreement and the Implementation Agreements, and documenting the Tasks performed by the Partners, provided that they are kept confidential.
4. Subject to Section VI.17 of the Bylaws, any public information or notice regarding the Cooperation shall require the Parties' mutual agreement as to its content, form, as well as the manner and place of its announcement.
5. The organizer is entitled to disclose general information about cooperation with the client and include him in its reference list.
6. The obligation of confidentiality applies for the period of execution of the Cooperation Agreement and the Execution Agreements, and for a period of 5 years from the date of expiration or termination of the Cooperation Agreement or the last Execution Agreement (whichever event occurs later), and with regard to personal data, without time limitation.

XII. Processing of personal data of Customer Representatives

1. As there will be a need for the Organizer to access the personal data of the Customer's Representatives whose controller is the Customer (hereinafter "Personal Data") in the performance of the Cooperation Agreement, the Customer entrusts the Organizer with the processing of the Personal Data under the terms of this Section XII.
2. The Organizer is authorized to process the Personal Data of the Client's Representatives only to the extent of the categories of data necessary to carry out the cooperation, in particular to submit Orders, coordinate the execution of Tasks and issue Evaluations, i.e. name and surname, email address, telephone number, and the so-called exploitation data within the meaning of the regulations on the provision of electronic services. The Organizer is authorized to process Personal Data solely for the purpose of carrying out the specific tasks entrusted to it under the Cooperation Agreement. The Organizer is authorized to perform the following operations on Personal Data: collection, recording, storage, processing, and deletion. The Organizer is authorized to process the Personal Data entrusted to it using only IT systems, in accordance with the rules established by the Organizer.
3. Any change in the scope or purpose of the processing of Personal Data specified in paragraph 2 requires an amendment to the Regulations.
4. In cases where the Organizer has received written or electronic consent from the Customer to outsource its obligations under the Cooperation Agreement to a third party, or the Cooperation Agreement expressly permits the outsourcing of such obligations to specific, listed categories of third parties, it is understood that the Customer



authorizes the Organizer to entrust such third party with the processing of Personal Data to the same extent and for the same purpose as specified in paragraph 2 or narrower. The Organizer may add or replace third parties unless the Client, informed in advance of its intention to subcontract Personal Data to a specific person, objects. The Organizer shall be liable for the actions or omissions of the entities to which it has subcontracted the processing of the Personal Data of the Customer's Representatives.

5. The Organizer shall enter into a Personal Data processing entrustment agreement with the third party referred to in paragraph 4 above. The Personal Data Processing Entrustment Agreement shall be entered into within the limits of the purpose and scope of data specified in this Item XII, and shall ensure a level of protection of Personal Data no worse than in this Item XII.
6. The Customer represents and warrants that the entrustment of Personal Data to the Organizer does not violate any law or any agreement to which it is a party.
7. The organizer declares that:
 - 7.1. Is aware of the law on the protection of personal data and undertakes to process Personal Data in accordance with these regulations,
 - 7.2. uses measures technical i organizational aimed at protect data information, in accordance with data protection regulations,
8. The organizer :
 - 8.1. process Personal Data only to the extent and for the purpose specified in paragraph 2 above,
 - 8.2. Prior to the commencement of processing, take technical and organizational measures to ensure the protection of the processed Personal Data appropriate to the risks and categories of data under protection, in compliance with applicable laws, in particular taking into account the nature, scope, context and purposes of the processing and the risk of violation of the rights or freedoms of natural persons, among others, by ensuring:
 - 8.2.1. pseudonymization and encryption of personal data;
 - 8.2.2. The ability to continuously ensure the confidentiality, integrity, availability and resilience of processing systems and services;
 - 8.2.3. The ability to quickly restore the availability of and access to personal data in the event of a physical or technical incident;
 - 8.2.4. regularly test, measure and evaluate the effectiveness of technical and organizational measures to ensure processing security,
 - 8.3. maintain records describing how Personal Data is processed and the technical and organizational measures used,
 - 8.4. obligate persons who have been authorized to process Personal Data to maintain the confidentiality of such data and the means of securing them during the term of the authorization, and indefinitely after its expiration or revocation,
 - 8.5. promptly inform the Customer of any circumstances that have or may affect the performance of its obligations relating to the



processing of Personal Data, in particular to inform (in writing, by fax or by e-mail):

- 8.5.1. of any known violation, or suspected violation, of the data protection rules referred to in the law, the processing rules set forth in this Agreement, or the security of Personal Data, as well as any claim made by a third party regarding such violation,
 - 8.5.2. any legally authorized request to provide Personal Data to a competent authority, unless the prohibition to notify the Customer is based on the law, in particular the provisions of criminal proceedings;
 - 8.5.3. any request for the processing of Personal Data received directly from the person whose data is being processed, while refraining from responding to the request, unless authorized to do so by the Client;
- 8.6. promptly inform the Client of any inspection of compliance with the law on the protection of personal data in the processing of Personal Data carried out by an authorized body of state administration, taking place at the Organizer's premises or at other locations controlled by the Organizer where Personal Data may be located. The same obligation is incumbent on the Organizer in the case of such an inspection conducted at premises controlled by persons to whom it has entrusted the processing of Personal Data,
- 8.7. at the request of the Customer, return, delete or change the Personal Data indicated.
by the Customer, at a time agreed with him and at his expense.
9. The Customer undertakes to provide the Organizer with the necessary assistance in connection with the performance of its obligations under this Section XII.
10. The entrustment of the processing of Personal Data shall take effect as of the effective date of the Cooperation Agreement and shall remain in effect until the expiration or termination of the Cooperation Agreement. The termination or expiration of the Cooperation Agreement shall result in the termination or expiration of the entrustment of the Personal Data of the Customer's Representatives without the need for any Party to make additional representations.
11. In the event of termination or expiration of the Cooperation Agreement, as well as in the event that a person loses his or her status as a Customer Representative, within 7 days after such fact, the Organizer shall cease processing the Personal Data, and, at the option of the Customer, return the Personal Data of the Customer Representatives to the Customer, or delete, or ensure the return or deletion, of any Personal Data of the Customer Representatives processed by the Organizer and copies of such Data held by the Organizer, its employees or subcontractors by providing the Customer with a written certification of the deletion. Within the same period of time, the Organizer shall also remove any information that can be used to reconstruct, in whole or in part, the Personal Data entrusted to it for processing. By "deletion" is meant the destruction of Personal Data or such modification that will not allow the identification of the data subject (anonymization). The obligation of to cease the processing of Personal Data and their deletion is excluded to the extent that the applicable legal provisions



obligate the Organizer to archive documents, and to the extent that the may be used to establish, investigate and defend against claims.

XIII. Communication and final provisions

1. Unless otherwise stipulated in the Cooperation Agreement or the Regulations, the primary form of communication between the Parties shall be notifications and instructions made through the Service and email messages.
2. Unless otherwise provided in the Cooperation Agreement or the Terms and Conditions, all statements of the Parties regarding the execution and validity of the Agreement (including calls for payment and termination of the Cooperation Agreement) may be made in documentary form. Statements made in documentary form, in particular those contained in emails, may be sent to the Parties' Coordinators designated in accordance with the Cooperation Agreement. Delivery of statements in written form may be made to the Parties' Coordinators or members of the Board of Directors of the Parties, as well as by correspondence to the addresses of the Parties provided at the conclusion of the Cooperation Agreement or updated during the term of the Cooperation Agreement. Each of the Coordinators shall be entitled to receive statements addressed to a Party, and their delivery to the Coordinator shall have effect against the Party on whose behalf he acts. A letter sent to the Party's address, if not received, will be considered effectively delivered upon the expiration of the 14-day notice period, while an email will be considered delivered on the next business day following its sending. The Client is obliged to direct all comments regarding the implementation of the Cooperation Agreement, as well as to make notifications, calls and notifications in cases specified in the Cooperation Agreement, to the Organizer's Coordinator.
3. These Regulations are governed by the laws of Poland.
4. The Regulations shall come into force on the date specified under Section XI.3 of the Regulations.

