

**GENERAL TERMS AND CONDITIONS OF COOPERATION WITH SUPPLIERS of NOVATEK GREEN ENERGY SP. Z O.O.
("GTC")**

I. SUBJECT MATTER AND SCOPE

1. These GTC set out the basic rules of cooperation and conclusion of any agreements between Novatek Green Energy Sp. z o.o. with its registered office in Krakow (hereinafter referred to as "NGE") and suppliers or other business partners of NGE (hereinafter referred to as "Suppliers") with respect to the supply of Goods or provision of Services to NGE.
2. Any contrary terms and conditions of cooperation /supply which are not accepted by NGE in writing under the pain of invalidity shall not be binding on NGE.

II. BASIS FOR COOPERATION/SUPPLY

1. The basis for delivery may only be an agreement concluded between the Parties or an order placed by NGE.
2. All documents relating to the conclusion of an agreement or placed order must be in writing or in documentary form under the pain of invalidity, unless the generally applicable law provides for a special form for the conclusion of legal transactions.
3. Orders may be placed by e-mail, fax, registered letter or courier service.
4. Placing an order/concluding an agreement shall be made in writing or in a form of a document and signed by persons authorised to represent the Parties pursuant to Article 78 § 1 of the Civil Code.
5. In the event of a contradiction between the content of the agreement/order and these GTC, the conditions specified in the agreement/order shall prevail.

III. RULES FOR PERFORMANCE OF THE AGREEMENT/ORDER

1. The Supplier is obliged to exercise the greatest diligence, taking into account the professional nature of its business, to properly perform the agreement / order. Delivered Goods or Services shall be of appropriate quality, complying with the terms and conditions of the agreement/order.
2. The Supplier guarantees and warrants that all its activities will comply with applicable laws and will not infringe any rights of any third parties. If the consent of a third party (in particular, a public administration body) is required for the performance of an commitment, the Supplier shall be obliged to obtain such consent.
3. The order/agreement shall be performed by the Supplier itself. The performance of the order/agreement by a subcontractor shall only be possible with the prior consent of NGE. The Supplier shall inform NGE at least 5 days in advance of the subcontractor's company and the scope in which the Supplier intends to outsource the performance of its commitments. The Supplier shall be fully liable for actions and omissions of its subcontractors as for its own actions or omissions.
4. The Supplier shall be obliged to provide, at any request of NGE, information on the status of performance of its commitments under the agreement/order.
5. The Supplier is obliged to immediately notify NGE of any event that may affect the failure to meet the deadline for performance of its obligations under the agreement/order, specifying relevant reasons and an expected new date for performance of the commitment.

IV. DELIVERY OF GOODS

1. The Supplier shall be obliged to deliver new and unused Goods to a place indicated by NGE, and to hand them over to NGE or an entity indicated by NGE, as well as to transfer the ownership of these Goods to NGE, in the quantity and on the date indicated in the agreement/order.
2. The Supplier hereby confirms and warrants that all Goods supplied have been manufactured in compliance with all applicable standards and comply with the requirements of commonly applicable laws.
3. The risk of loss, damage or destruction of the Goods until their effective delivery to NGE shall be borne by the Supplier.
4. If NGE has reasonable doubts as to the compliance of the Goods supplied by the Supplier with the applicable laws or the compliance with the concluded agreement/order, NGE shall be entitled to have the supplied Goods examined by an independent expert, at the Supplier's expense.
5. Upon delivery of the Goods, NGE shall perform quantitative and qualitative acceptance of the ordered Goods.
6. Non-conformity of the Goods with the agreement/order shall entitle NGE to refuse acceptance of the Goods. In such an event, after obtaining information from NGE, the Supplier shall be obliged to immediately collect the Goods at its own

cost and risk or indicate a place to which the Goods shall be sent. Goods shall be returned and stored at the Supplier's expense and risk.

7. Goods not in conformity with the agreement/order (defective Goods) are, in particular, Goods with a quantitative or qualitative defect.
8. If the Goods do not conform to the agreement/order, NGE shall be entitled to withhold payment for the part of the Goods relating to the defective Goods until they have been replaced and the defect-free Goods have been delivered to NGE.
9. If NGE determines that the Goods delivered do not comply with the agreement/order, the Supplier shall, upon NGE's request, repair the defective Goods or replace them with new ones free from defects within the time limit indicated by NGE, which may not be shorter than 7 days from the date of notifying the Supplier about non-compliance of the Goods with the agreement/order. The foregoing in no way restricts or excludes the right of NGE to withdraw from the agreement under the terms of these GTC or under generally applicable laws.
10. Notwithstanding any other provisions of the agreement/order or these GTCs, the Supplier shall repair any damage caused to NGE in connection with improper performance of its commitments, in particular resulting from the delivery of Goods not compliant with the agreement/order.
11. NGE shall be entitled to claim non-conformance of the Goods with the agreement/order for a period of 12 months from the date of delivery. The aforesaid shall not affect the rights of NGE under guarantee/ warranty.

V. CLAIMS BY THIRD PARTIES

1. The Supplier represents and warrants that the deliveries shall not infringe in any respect the intellectual property rights of any third parties. The Supplier shall be fully liable in the event the deliveries supplied by it infringe any intellectual property rights of any third parties, it shall in particular provide NGE with protection against the events listed below and it shall indemnify NGE in respect of claims raised against NGE.
2. If a third party makes any claim in relation to the supply, NGE shall inform the Supplier in writing, and in the case of proceedings before the court, NGE shall provide the Supplier with information on the dispute. Upon receipt of the aforementioned information from NGE, the Supplier agrees to proceed with the pending dispute and release NGE from any claims made by the third party against NGE in relation to the delivery, and reimburse NGE for any documented costs of the dispute.
3. The Supplier shall at its own expense (a) use its best endeavours to enable NGE to use Goods/Services that infringe the rights of third parties; or (b) use its best endeavours to replace or modify such Goods/Services so that they do not infringe the rights of third parties, provided that the replacement or modification does not impair the conditions of use of the Services/Goods.

VI. REMUNERATION

1. The remuneration due to the Supplier for the proper performance of the agreement/order shall be specified in the agreement/order in each case.
2. An invoice for Services/Goods delivered may be issued not earlier than after NGE has approved the performance of Services/Delivery of Goods by the Supplier.
3. The Supplier declares that the remuneration indicated in the agreement/order exhausts all financial claims of the Supplier in connection with the performance of the agreement/order. The amount of remuneration is final and shall not change during performance of the agreement/order.
4. The remuneration for the Services/goods delivered is net, i.e. exclusive of VAT, but it shall include all levies and taxes other than VAT related to the delivery.
5. In case of Suppliers having their registered office within the territory of the Republic of Poland, unless agreed otherwise, remuneration shall be expressed in PLN. If the remuneration is expressed in another currency and it is agreed between the Parties that the invoice will be issued and paid in PLN, the price will be converted into Polish currency at the average exchange rate of the National Bank of Poland on the day preceding the date of issuing the invoice.
6. The remuneration shall be payable by bank transfer to the Supplier's bank account indicated in the invoice, within 30 (in words: thirty) days from the date of delivery of the invoice to NGE, provided that it has been issued correctly. An invoice issued incorrectly shall entitle NGE to return the invoice to the Supplier for completion and to withhold payment. In such case, the payment deadline shall be suspended until the correct invoice is again provided to NGE.
7. The moment of payment is considered to be the day of debiting the bank account of NGE.
8. Any set-off by the Supplier of its claims against NGE with mutual claims of NGE against the Supplier shall only be admissible after obtaining written consent of NGE to such set-off under the pain of invalidity.

VII. ELECTRONIC INVOICES

1. Pursuant to the Act of 11 March 2004 on tax on goods and services (i.e. Journal of Laws 2020, item 106, as amended), each Party agrees to send invoices, their duplicates and corrections, in electronic form by the other Party and undertakes to accept these invoices in paper form in the event that technical or formal obstacles make it impossible to send invoices by electronic means.

2. The declaration of acceptance of invoices issued and sent electronically may be withdrawn, whereupon the issuer of invoices shall lose the right to issue and send invoices to the recipient by electronic means as from the day following receipt of the notice of withdrawal of such acceptance.

VIII. CONTRACTUAL PENALTIES

1. NGE shall be entitled to charge contractual penalties to the Supplier in particular in the following situations according to the following rules, for each case of breach:
 - a. in case of failure to perform commitments under the agreement/order on time - in the amount of up to 2% of the gross value of the order for each day of delay;
 - b. in case of withdrawal by NGE from the agreement/order with immediate effect through the fault of the Supplier - in the amount of up to 20% of the gross value of the agreement/order;
 - c. in case of breach of confidentiality principles adopted in these GTC - PLN 50 000;
 - d. in case of breach of the principles governing external communication adopted in these GTC - PLN 10,000;
2. Payment of a contractual penalty shall not limit the rights of NGE to seek additional compensation under general rules if the amount of damage suffered exceeds the stipulated amount of the contractual penalty.
3. Payment of the contractual penalty will be made on the basis of a debit note issued with a payment deadline not shorter than 7 days from the date of issuing the debit note.

IX. WITHDRAWAL FROM THE AGREEMENT/ORDER

1. Until the delivery of the Goods/Services, NGE may withdraw from the order/agreement. The notice of withdrawal shall be submitted at least in a documentary form. In this case, the Supplier may claim reimbursement of costs incurred up to the moment of withdrawal, however, it shall be obliged to prove their amount.
2. NGE shall be entitled to withdraw from the agreement/order with immediate effect through the fault of the Supplier, in particular in the event of:
 - a. a delay in performance of the agreement/order exceeding 7 days;
 - b. when the Supplier is at risk of insolvency, when a petition for bankruptcy or composition proceedings is filed against it and when it goes into liquidation;
 - c. when the Goods delivered by the Supplier are not in conformity with the contract/order and the Supplier has not replaced or repaired the Goods within the time limit;
 - d. when the Services provided by the Supplier have proved inconsistent with the agreement/order and the Supplier - despite a written call from NGE - has failed to introduce appropriate corrections and modifications in order to ensure provision of the Services in compliance with the Agreement;
3. NGE may withdraw from the agreement/order at its discretion - in relation to a part of or the entire agreement/order. The withdrawal may be effective ex nunc or ex tunc - at the option of NGE.
4. NGE may also withdraw from the agreement/order if the period of Force Majeure preventing the performance of the agreement/order exceeds 30 days.

X. TAX CLAUSE

1. The Parties declare that they report and settle their tax obligations in accordance with the applicable law and at the time of concluding the agreement/order there are no arrears in payment of due taxes, including value added tax (VAT).
2. Each Party undertakes to pay its tax obligations in accordance with the applicable law.
3. Bearing in mind the risks associated with VAT fraud, the Parties agree that each Party shall be fully responsible for its own tax obligations and shall assume full liability for the actions of its suppliers and subcontractors, also with regard to their failure to comply with their obligations concerning VAT settlements.
4. The Supplier and NGE declare that at the moment of signing the agreement/placing the order they are registered as active VAT taxpayers.
5. Each Party undertakes, at the request of the other Party, to immediately provide documents confirming its status as an active VAT taxpayer, in particular indicating the period for which it held the status of an active VAT taxpayer, and in the event that the Party is not listed on the website of the Ministry of Finance as an active VAT taxpayer.

XI. CONFIDENTIALITY CLAUSE

1. Each Party, as "Receiving Party", undertakes to keep secret any information (hereinafter referred to as "Confidential Information") received from the other Party regardless of the form and manner of its expression and the degree of elaboration, which comes into its possession in the course of the performance of the Agreement, including information which comes into its possession unintentionally and accidentally.
2. The Receiving Party's obligation to keep Confidential Information secret shall include not only an obligation not to disclose such information and to take the same security measures as the Receiving Party takes with respect to its own Confidential

Information, but also a prohibition on using such information in its own interests unrelated to the performance of the Agreement or those of third parties or for any purpose contrary to the interests of the Disclosing Party.

3. In particular, the following shall be regarded as Confidential Information:
 - a. Information constituting a business secret within the meaning of Article 11(4) of the Act of 16 April 1993 on combating unfair competition (i.e. Journal of Laws of 2018, item 419, as amended),
 - b. information and data (also information and data regarding affiliates of the Disclosing Party), not in the public domain, received from the Disclosing Party in connection with the performance of this Agreement,
 - c. personal data entrusted to the other Party for processing,
 - d. information concerning the conclusion and performance of the Agreement, as well as its content,
 - e. any information other than that specified in items 1-4 which is communicated by the Disclosing Party to the Receiving Party on a written (paper or electronic) basis subject to confidentiality.
4. The limitations indicated in items 1-2 do not apply to Confidential Information that:
 - a. was known to the public prior to the signing of the Agreement or became so through no fault of the Receiving Party,
 - b. has been lawfully received by the Receiving Party from third parties prior to the signing of the Agreement without similar restriction and without breach of the Agreement,
 - c. has been disclosed by the Receiving Party to the public following the Disclosing Party's written consent,
 - d. must be disclosed under separate provisions of law.
5. The obligation referred to in items 1 and 2 shall apply to employees and associates of the Receiving Party.
6. During the term of the Agreement, the Receiving Party may disclose Confidential Information to its employees and associates only to the extent necessary for the performance of the subject matter of the Agreement.
7. If Confidential Information must be disclosed to an authorized party pursuant to applicable law, the Receiving Party may only provide such information to the extent required by law and shall notify the Disclosing Party of such disclosure within 3 (three) business days prior to such disclosure.
8. In the event of any disclosure, unauthorised release or loss of Confidential Information, the Receiving Party shall inform the Disclosing Party of the incident immediately but not later than within 3 (three) working days from the date of the incident and it shall take all necessary actions to minimise the extent of the breach and damage that may arise from such disclosure, release or loss of Confidential Information.
9. All the materials containing Confidential Information provided by the Disclosing Party shall remain the property of the Disclosing Party and the Receiving Party shall return all materials containing Confidential Information to the Disclosing Party within 5 (five) business days after the termination of the cooperation or at its written request during the cooperation. In addition, the Receiving Party will destroy or irreversibly delete all the written and electronic copies of materials containing Confidential Information received from the Disclosing Party not later than within 7 (seven) business days after the Disclosing Party delivers the request in writing. Within the same period, it shall provide the Disclosing Party with a written statement confirming the destruction or deletion of all the copies of the returned Confidential Information.
10. The Parties agree that:
 - a. the provision of documents in hard copy, including documents containing Confidential Information will take place directly between the Parties against acknowledgement of receipt or by traditional mail in the form of registered letter or courier service,
 - b. the provision of information by electronic means will be carried out using methods and tools designed to ensure the confidentiality of the Confidential Information provided. The minimum security requirement will be password protection of files, the configuration of which will be defined between the parties on a working basis.
11. In the event of a breach of this paragraph, the Disclosing Party may require the Receiving Party at its own discretion to:
 - a. desist from unlawful actions,
 - b. remedy the consequences of unlawful acts,
 - c. make one or more declarations of suitable content and form,
 - d. seek damages on the general principles laid down in the Civil Code,
 - e. terminate the Agreement with immediate effect.
12. The provisions of this paragraph shall apply both during the performance of the Agreement and 5 (five) years after its expiry or termination.

XII. EXTERNAL COMMUNICATION

1. The Supplier undertakes to obtain NGE's prior written consent to include its name, information, trademark or logo on its website, list of contractors, brochures, advertisements and any other advertising, promotional and marketing materials. In such case, the Supplier agrees to submit to NGE, together with the request for consent, a draft of the materials in which such data would be included.
2. The Supplier shall also be obliged to obtain NGE's prior written consent to communicate any information regarding the agreement/order to mass media, such as the press, radio, TV, Internet. In such a case, the Supplier shall be obliged to submit to NGE, together with the application for consent, the content of the information to be used in mass media and the type of media, including their names, by which the information will be distributed.

XIII. FORCE MAJEURE

1. The Parties shall bear compensation liability for non-performance or improper performance of their obligations under the concluded agreement/order regardless of the reasons, except for the occurrence of force majeure, i.e. circumstances rendering the performance of the agreement/order impossible in whole or in part, which are beyond the Parties' control, whose consequences cannot be prevented and for which no Party can be held liable, in particular as a result of acts of central or local authorities, railways, weather conditions (natural disasters, extreme weather conditions), strikes, riots, blockades, armed conflicts or political conflicts ("Force Majeure"). For the avoidance of doubt, it is agreed that a state of epidemics or a state of epidemic threat shall not constitute Force Majeure within the meaning of these GTC.
2. The Party that is unable to perform its obligations under this Agreement shall immediately notify the other Party of the occurrence and expected duration of the Force Majeure, or else it shall lose the right to invoke the Force Majeure and consider it as a circumstance for which the Party is liable under the Agreement.

XIV. PERSONAL DATA

1. The controller of personal data within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as "GDPR") is Novatek Green Energy Sp. z o.o. with its registered office in Krakow, ul. Lubomirskiego 20, Unity Centre, 31-509 Krakow, registered by the District Court for Krakow - Śródmieście in Krakow, XI Commercial Division under KRS no. 0000341850, with Tax Identification Number (NIP): 945-213-32-82, Business Identification Number (REGON): 12102080, waste management database (BDO) 000143709, and share capital of: PLN 17 305 000.
2. Personal data provided for the purpose of fulfilling the contract/order (pursuant to Article 6(1)(b) of GDPR) are ordinary data and they include, in particular, first name, surname, address, professional position and place of work, business telephone number, business e-mail address, PESEL number, identity card number.
3. Personal data are processed by the Controller:
 - a. for the purpose of carrying out the contract/order concluded;
 - b. for other purposes related to the business activity, to assert business claims and to fulfil the legally justified purposes of Novatek, including sales and direct marketing;
 - c. when it is necessary for the performance of a task carried out in the public interest;
 - d. on the basis of consent - only for the purpose indicated in the content of the consent given by the Party to the agreement/order.
4. Personal data will be stored for the duration of the Agreement and after the termination of the Agreement until the expiry of the obligation to store data resulting from legal regulations or the statute of limitations for possible claims.
5. Persons whose personal data are processed have the right to:
 - a. access their data and the right to rectification, erasure, restriction of processing, the right to data portability,
 - b. object to the processing, where the processing is based on Article 6(1)(f) of GDPR (legitimate interest of the Controller),
 - c. lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of personal data concerning them violates the provisions of GDPR.
6. Providing personal data is voluntary, however, in order to conclude and perform the agreement/order it is necessary.
7. The recipient of data will be: Novatek Green Energy Sp. z o.o. Personal data will be transferred by the Controller to the Controller's subcontractors in order to perform the agreement/s concluded with the Supplier.
8. The Supplier undertakes to inform natural persons not signing the agreement/order, whose data will be processed in the course of the performance of the agreement/order, of the content of these principles of personal data protection.

XV. FINAL PROVISIONS

1. The agreement/order and these GTC are governed by the Polish law.
2. NGE and the Supplier hereby declare that they shall endeavour to resolve all the disputes related to the agreement/order by mutual agreement of the parties; if such agreement cannot be reached within 14 days from the day of being called by either party to conclude it, the disputes shall be settled by a common court competent for NGE.

3. NGE declares that it has the status of a large entrepreneur, i.e. it is not a micro-entrepreneur, a small entrepreneur or a medium entrepreneur within the meaning of Annex I to the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Article 107 and Article 108 of the Treaty (Official Journal of the EU L 187 of 26.06.2014, p. 1, as amended).
4. Neither Party shall be entitled to transfer the rights and obligations under the agreement/order to any third party without the prior consent of the other Party expressed in writing under the pain of invalidity, provided that the foregoing shall not apply to the transfer by NGE of the rights and obligations under the agreement/order to any third party being a member of the capital group to which NGE belongs.
5. By accepting these GTC, the Supplier confirms that it has read and accepts the provisions of the NGE Supplier Code of Conduct available at novatek.pl and undertakes to comply with them.
6. An amendment to GTC shall be effected by providing the Supplier with the amended GTC in writing or by e-mail. In such case the Supplier shall be entitled to terminate the agreement with one-month termination notice counting from the date of receiving the amended GTC.
7. These GTC shall apply from 20 April 2021.