

REGULATIONS FOR PROVIDING ADVERTISING MATERIALS AND COMPANY LOGO

1. GENERAL PROVISIONS

- 1.1. These regulations define the conditions under which Agencja Handlowa BOLL Wojciech Dalewski sp. j. with its office in Zielona Góra, Chemiczna 3, 65-713, registered in the National Court Register kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register under number 0000034509, NIP: 929-000-11-70 (hereinafter referred to as **BOLL**) shares its advertising materials, i.e.:
 - 1.1.1. instructional videos
 - 1.1.2. photos of the company's products and BOLL logo in jpg format
 - 1.1.3. other files related to BOLL products - such as: technical data sheets, safety data sheets, NEW leaflets, etc. - in pdf files
(hereinafter referred to as **Materials**).
- 1.2. The Regulations specify the conditions for downloading and using the Materials by the **Counterparty**, who is a business entity that sells BOLL products or plans to start selling these products. Downloading the Materials means that the Counterparty knows and accepts these Regulations.
- 1.3. By downloading the Materials and accepting the Regulations, the Counterparty concludes with BOLL an Agreement for the use of Materials under the conditions described in the Regulations.
- 1.4. BOLL is the only person authorized to dispose of the Materials. In addition, they are its sole property, and using them without its consent and contrary to the Regulations is a violation of the Copyright Act and related rights for combating unfair competition.

2. SHARING MATERIALS

- 2.1. BOLL, at the Counterparty's request, provides them with access to the Materials by assigning the Counterparty their individual login and password necessary for downloading the Materials.
- 2.2. In the application for access to the Materials, the Counterparty is obliged to indicate the purpose for which the Materials will be used. This goal cannot be contrary to the principles of community life, the provisions of law and the provisions of these Regulations.

3. TERMS OF USE OF THE MATERIALS

- 3.1. The Counterparty obliges:
 - 3.1.1. in the case of videos and photos and LOGO, to present the project and intended use - only after BOLL's approval, in the written form, downloaded materials can be used.
 - 3.1.2. in the case of VIDEO materials, to use the Materials provided to him only for the purpose of promoting BOLL products;
 - 3.1.3. In the case of products' photos and LOGO to use them to create website offer or other advertising materials (e.g. newsletters, banners, etc.) presenting and promoting BOLL products.
- 3.2. Any changes in the way the materials are used and presented require the prior consent of BOLL expressed in documentary form under pain of invalidity, in particular the Counterparty is not entitled to make any modifications of the Materials provided.
- 3.3. The Counterparty pledges not to transfer the Materials to any third parties.
- 3.4. The Counterparty pledges to use the Materials in a way that does not infringe the good name of BOLL, its copyrights, legal provisions or the Regulations or principles of community life.

4. LIABILITY FOR MISUSE OF THE MATERIALS

- 4.1. The Counterparty is liable to BOLL for improper use of downloaded Materials, which is contrary to the Regulations or the law or infringe the BOLL brand in any way.
- 4.2. The Counterparty obliges to pay BOLL the amount of PLN 100,000 (one hundred thousand zlotys) as a contractual penalty for each violation of the Regulations.
- 4.3. BOLL is entitled to claim damages exceeding the amount of the contractual penalty specified in point 4.2.

5. TERMINATION OF CONTRACT

- 5.1. The contract for the use of Materials may be terminated by either Party with 14 days' notice. After this date, access to the system will be revoked, the Counterparty's LOGIN and PASSWORD will be cancelled.
- 5.2. In the event of a breach of the Regulations, BOLL is entitled to terminate the Agreement for the use of Materials with immediate effect.
- 5.3. In the event of expiration or termination of the Agreement for the use of Materials for any reason, the Counterparty is obliged to immediately destroy all Materials in its possession, in particular remove them from all digital storage media and provide BOLL with a report on these activities within 3 days of termination or expiration of the Agreement on the use of Materials

6. PROTECTION OF PERSONAL DATA

- 6.1. The Counterparty is obliged to provide company details (name, registered office address, register numbers, NIP, telephone, email address) in order to enable the execution of the Agreement for the use of Materials. In case of change any data, the Counterparty is obliged to immediately inform BOLL about it.
- 6.2. It is agreed that the data of contact persons, representatives of the Parties, other persons involved in the implementation of the Agreement for the use of Materials (e.g. BOLL employees, employees or associates of the Counterparty) are processed by each party as the Data Administrator within the meaning specified in Article 4 of the Regulation (EU) 2016/679 of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection) (The Official Journal of the European Union of 2016, L 119, p. 1)
- 6.3. The Counterparty obliges to provide the information clause (Appendix 1) to its employees and associates involved in the implementation of the Agreement for the use of Materials between the Parties, whose data will be processed by BOLL.

7. FINAL PROVISIONS.

- 7.1. BOLL may make changes to the Regulations at any time. These changes will be sent to the e-mail address provided by the Counterparty. Changes come into effect on the day they are sent.
- 7.2. BOLL is not responsible for technical problems with downloading the Materials.
- 7.3. In matters not covered by the Regulations, the provisions of Polish law, in particular the Civil Code, shall apply.
- 7.4. Any disputes that may arise in connection with the execution of the Agreement will be settled by the common court competent for the registered office of BOLL.
- 7.5. The Regulations come into effect on 03/11/2020.

Information clause for the Contractors and their employees and associates, whose data will be processed by Agencja Handlowa Boll Wojciech Dalewski sp. J. in connection with the implementation of this Agreement

Ladies and Gentlemen,

In connection with the provisions of art. 13 and 14 of Regulation (EU) 2016/679 of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection) (The Official Journal of the European Union of 2016, L 119, p. 1) we inform you that:

- 1) Agencja Handlowa Boll Wojciech Dalewski Spółka Jawna with its registered office in Zielona Góra, Chemiczna 3, 65-713, e-mail boll@boll.com.pl is the Data Controller of persons participating in the performance of contracts concluded with the Agency.
- 2) On behalf of the Data Administrator, the sphere of personal data processing is supervised by the Data Protection Officer, who can be contacted at the following e-mail address: rodo@boll.pl
- 3) The contractor's data, including the contractor's employees and associates, may be processed for the purpose of:
 - a. preparation, conclusion and implementation of the contract pursuant to art. 6 sec. 1 let. b of the general regulation on the protection of personal data of April 27, 2016 (hereinafter referred to as the GDPR);
 - b. documenting the correct performance of the contract pursuant to art. 6 sec. 1 let. f GDPR, where the legitimate interest is to establish, investigate or defend against claims;
 - c. fulfilment of the legal obligation consisting in keeping accounting records, archiving documentation regarding, among others, concluded contracts, deliveries, settlements, complaints, accounting documentation pursuant to art. 6 sec. 1 let. c GDPR (in connection with, among others, the provisions of the Accounting Act and the Tax Ordinance);
 - d. conducting correspondence in connection with the Administrator's activities (in current business matters, including the performance of contracts between the Administrator and your employer or the entity you represent, presenting offers, placing / receiving orders, answering questions) pursuant to art. 6 sec. 1 lit. b and lit. f GDPR, where the legitimate interest is the possibility of ongoing contact with our contractors and their employees and associates in business matters;
 - e. conducting direct marketing of the Administrator's goods and services, including providing information on the current offer and scope of activity. The legal basis for processing, depending on the tools used, is a legitimate interest (Article 6(1)(f) of the GDPR) consisting in the possibility of conducting marketing activities and increasing sales or your consent (Article 6(1)(a) GDPR).
- 4) The contractor's personal data, including the contractor's employees and associates, may be made available to the following recipients or categories of recipients:
 - a. entities authorized to obtain personal data on the basis of legal provisions,
 - b. entities processing data for the Administrator on the basis of relevant contracts for the provision of accounting, IT and programming services or the provision of hosting services;
 - c. legal services;
 - d. bank and payment operator, in the case of financial settlements;
 - e. postal operators, in the case of correspondence;
 - f. couriers and entities providing logistics services to handle the order.

- 5) The period of storage of your data by the Administrator depends on the purpose of processing. If the basis for processing is necessary to conclude and perform the contract, the data will be processed until its completion, and after that time until any claims expire. The period of data processing may also result from legal provisions, if they constitute the basis for processing. In the case of data processing based on the legitimate interest of the Administrator, i.e. pursuant to art. 6 section 1 lit. f GDPR - data is processed for a period enabling its implementation or until an effective objection to data processing is submitted. The period of data processing may be additionally extended if the processing is necessary to establish, investigate or defend against possible claims. If the processing is based on consent, the data is processed until its withdrawal.
- 6) Any person with exceptions reserved by law, has the right to:
 - a. request the Administrator to access personal data (Article 15 of the GDPR);
 - b. rectify (correct) data if the data is incorrect or incomplete (Article 16 of the GDPR);
 - c. to request the removal of personal data, the so-called "right to be forgotten" (Article 17 of the GDPR);
 - d. requests to limit the processing of personal data (Article 18 of the GDPR);
 - e. data portability (Article 20 of the GDPR).
- 7) You have the right to object to further processing of your data, in particular when the administrator processes your data on the basis of a legally justified interest - letter f GDPR (Art. 21 GDPR).
- 8) If you consent to the processing of data, you have the right to withdraw it. The exercise of the right to withdraw consent does not affect the processing that took place until the consent was withdrawn.
- 9) You have the right to lodge a complaint with the supervisory body - the Office for Personal Data Protection.
- 10) Providing personal data is obligatory based on the provisions of law regarding the conclusion of the contract and financial settlements, and in the remaining scope is voluntary.

If the personal data has not been provided to the Administrator directly by you, the Administrator has obtained it from your employer or from the contractor/co-worker you represent.