

GENERAL TRADE CONDITIONS
REGARDING THE SERVICES
TO BE PROVIDED IN THE RANGE OF
SALE OR DELIVERY OF
SQD ALLIANCE SP. Z O.O. PRODUCTS



SQD Alliance Sp. z o.o.

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Bank account

ING Bank Śląski
SWIFT/BIC INGBPLPW

IBAN PLN:

88 1050 1344 1000 0090 3078 2032
06 1050 1344 1000 0024 1959 7576

IBAN EURO:

PL66 1050 1344 1000 0090 3078 2040

IBAN USD:

PL92 1050 1344 1000 0090 3078 2057

District Court in Katowice
Commercial Department of National
Court Register

VAT: PL6381701670
KRS: 0000269551
Regon: 240513222
BDO: 000072732

Share capital
400 000,00 PLN

Members of the Board

Dariusz Grzegorzczuk
Donat Thomanek

Pszczyna, 23.01.2024

§1 Definitions

1. Whenever the following terms are written in capitals or in abbreviation in these **General Trade Conditions** regarding the provision of services in the range of sale or delivery by SQD ALLIANCE Sp. z o. o. seated in Pszczyna, they shall have the following meanings:
2. **OWH** – shall mean these General Trade Conditions of SQD ALLIANCE Sp. z o.o. seated in Pszczyna;
3. **SQD Alliance** – shall mean the company SQD ALLIANCE Sp. z o.o., seated in Pszczyna under the following address: 19 Batorego Street, 43-200 Pszczyna, entered in the Entrepreneur Register kept by the District Court of Katowice, VIIth Economic Division of the National Court Register under KRS No: 0000269551, VAT: 6381701670, company capital amounting to: 400 000,00 PLN;
4. **Services** – shall mean any type of service provided by SQD ALLIANCE within the framework of Client's Orders,
5. **Goods** – shall mean any goods being the subject of Client's order;
6. **Client** – shall mean any entity or person with whom SQD ALLIANCE has concluded an agreement for services, sale or delivery of Goods, or any other agreement of a similar nature;
7. **Parties/Party** - SQD ALLIANCE and/or Client
8. **Sale price**- shall mean any value expressed in any currency the Client is obliged to pay to SQD ALLIANCE for the Service provided in accordance with the Order or with the provisions of OWH; sale price shall also be understood as a net price to which the value added tax should be added, if the Service is taxable in view of the ruling legal regulations.
9. **Offer** – shall mean any document prepared by SQD ALLIANCE which contains the information on the available Services, their completion time, remuneration and other terms of the Agreement.
10. **Order** – shall mean the Client's confirmation of the terms of Agreement given in the Offer or being the result of further negotiations.
11. **Request for Offer** - shall mean any potential Client's request for the possibility of providing a Service, according to which SQD ALLIANCE shall prepare an Offer.
12. **Elaboration** – shall mean any analyses, instructions, reports, regulations, proposals.

§ 2 General provisions – scope of application

1. These OWH shall apply to any agreements for the Services to be provided by SQD ALLIANCE and to any other agreements of a similar nature („agreement for delivery”) and they shall constitute an integral part of each Client's order submitted to SQD ALLIANCE (“Order”), unless a separate agreement has been concluded in writing between SQD ALLIANCE and Client (hereinafter referred to as “Parties” in common, or, individually, as “a Party”).
2. It shall be assumed that the OWH attached to the Order submitted by the Client to SQD ALLIANCE, shall apply to all further Orders submitted by the Client to SQD ALLIANCE without the need to attach them again, unless the Parties have agreed otherwise in writing.

3. Any changes made to these OWH shall be valid only if they have been agreed upon by both the Parties in writing. General Trade Conditions shall apply only if they have been explicitly accepted by the Client in writing, e.g. through his acceptance of the Offer containing the information on the application of OWH, expressed in writing.
4. The type of Services to be provided to the Client, as well as their scope, prices and specifications required and the type of Goods to be delivered to the Client, their quantity, price and necessary specifications, shall be determined in the Order and/or in any other documents which shall be disclosed to the Clients by SQD ALLIANCE. The detailed scope of services can be agreed upon in documentary form, e.g. by email or by fax.
5. In the case of any discrepancy between the agreement-related documents of the same type drawn up by any of the Parties, especially in respect of the Goods/Services to be delivered/rendered, their quantities and necessary specifications, the document dated later shall prevail over the one dated earlier.
6. OWH shall apply from the moment they have been presented to the Client in the way which enables him to get familiar with them.
7. SQD ALLIANCE and the Client may introduce changes into the Agreement by an explicit exclusion of particular provisions of the OWH. In the case of any discrepancy between the Agreement and the OWH, the provision of the Agreement shall prevail.

§ 3 Offer and conclusion of the agreement

1. Basing on the requests for Offer SQD ALLIANCE shall prepare the Offer and send it to the Client. Open offers (e.g. catalogue of trainings) published on web site www.sqda.pl shall be regarded to be the Offer.
2. Shall the Client accept the Offer, he should submit the Order. If SQD ALLIANCE accepts the terms and conditions of the Order, she should confirm its acceptance subject to section 3.
3. The Orders placed by Client are always regarded to be binding. Agreement shall be concluded after the Order has been confirmed by SQD Alliance (also by e-mail or fax), according to the contents of such a confirmation or at the moment of delivery of the ordered Goods or the accomplishment of the work which is also described below as "the subject of service" or the completion of the agreed service (which is also called below "subject of agreement") by SQD ALLIANCE, at the latest.
4. SQD ALLIANCE's declaration of Order acceptance subject to changes or reviews which do not change the Order essence shall be regarded as its approval which is subject to the provisions contained in SQD ALLIANCE's declaration.
5. Parameters of the subject of service and agreement shall be described in service description for the individual agreement between SQD ALLIANCE and the Client, or in the Order confirmation.
6. The precise time of order accomplishment shall be each time indicated by the Parties in the order.
7. OWH shall be communicated to the Client upon submitting the Order, at the latest; moreover they are available at SQD ALLIANCE headquarters and on its web site www.sqda.pl. Shall the Client fail to submit his declaration regarding the acceptance of OWH, SQD ALLIANCE may stop providing the service until such a declaration in documentary form has been received.
8. Apart from the regulations contained in OWH SQD ALLIANCE shall admit the possibility to conclude individual agreements for services and reserve the right to accept orders in part or to reject them without giving the reason.

9. The concluded agreement shall oblige the Client to receive the accomplished service in the agreed time.

§ 4 Terms of delivery and service provision

1. Time of delivery or service provision shall be binding if agreed in writing and accepted by both the Parties. In the case of some unforeseeable circumstances or hindrances, no matter if they occur at SQD ALLIANCE or in an enterprise from which SQD ALLIANCE receives a part or all the goods or services, the time of delivery or service completion may be negotiated and a new deadline can be established and approved by both the Parties.
2. The agreed time of delivery or service provision shall be kept, provided that the Client discloses any information in due time which is necessary for the Goods to be delivered and the services to be provided on time, and performs all his duties related with delivery or service. Otherwise the time of delivery or service provision shall be extended accordingly.
3. SQD ALLIANCE shall be entitled to perform partial deliveries or partial service provision.

§ 5 Remuneration

1. Deliveries and services provided by SQD ALLIANCE shall be paid in accordance with the individual arrangements made in the offer or agreement according to lump-sum price (fixed price) or an hourly/daily/monthly rate (labour time). The amount of hourly/daily/ monthly rates shall result out of the prices which have been agreed in the order confirmation.
2. Remuneration shall be settled according to the provisions of the Agreement:
 - 1) in arrears on completion of the service; in the case of the activities performed in monthly periods remuneration shall be paid monthly in arrears,
 - 2) in advance before the service is provided by way of a fore-payment or down-payment.
3. Payment shall be effected on the basis of invoices on bank account specified in the invoice.
4. Shall any extraordinary circumstances occur related to the accomplishment of the order or those which were not known before the order was received, SQD ALLIANCE shall be entitled to modify its lump-sum remuneration which is subject to prior agreement with the Client.
5. VAT tax shall be added to SQD ALLIANCE's remuneration at the applicable rate.
6. Any expenses incurred by SQD ALLIANCE aimed at the proper accomplishment of the service shall be added to remuneration subject to prior agreement with the Client, according to the offer conditions.

§ 6 Terms of payment

1. SQD ALLIANCE shall issue invoices for monthly periods or upon completion of service.
2. SQD ALLIANCE shall reserve the right to issue prepayment invoices and to carry out partial settlements.
3. VAT invoices shall be sent to the Client by mail or by electronic mail whereby the Client shall agree the VAT invoices to be sent or disclosed in the electronic form.

4. Due date of the invoices issued by SQD ALLIANCE shall be 14 days from the date the invoice was issued by SQD ALLIANCE to the Client.
5. The payment shall be deemed effective on the day it is acknowledged on SQD ALLIANCE's bank account.
6. Shall the payment be delayed, SQD ALLIANCE shall be entitled to demand the statutory interest for the delay in commercial transactions.
7. If any payment is not effected at due-date, SQD ALLIANCE shall be entitled to draw up requests for payment and to send them to the Client.
8. SQD ALLIANCE - as a creditor - pursuant to the Act on Counteracting Excessive Delays in Commercial Transactions (consolidated text Journal of Laws 2023, item 1790), from the day of acquiring the entitlement to interest referred to in Article 7 item 1 or Article 8 item 1, is entitled, without notice, to the equivalent of the amount indicated in Article 10 item 1 of the abovementioned Act, converted into PLN according to the average exchange rate of the euro announced by the National Bank of Poland on the last working day of the month preceding the month in which the cash benefit became due, constituting compensation for the costs of debt recovery from the Client - debtor.
9. Apart from the amount mentioned under 8 above SQD ALLIANCE shall also be entitled to the reasonable costs of debt recovery it has incurred which exceed that amount.
10. Entitlement to the amount mentioned under 8 above shall refer to any commercial transaction, subject to Article 11 item 2 point 2 of the aforementioned law, i.e. in respect of any unpaid part, if the payment was to be effected in parts (partial invoice).
11. Any complaint submitted by the Client shall not release him from his obligation to pay the price on time.

§ 7 Accomplishment of service by SQD ALLIANCE

1. SQD ALLIANCE shall be obliged to perform the services covered by the scope of agreement by exercising due diligence resulting out of the professional nature of its business.
2. SQD ALLIANCE shall be obliged to provide the Client with any type of consultancy covered by the scope of agreement in the way according to professional standards and to the knowledge possessed or supposedly possessed by SQD ALLIANCE and with due diligence.
3. In the case of any obstacles in the accomplishment of the Agreement for any reasons being out of control of SQD ALLIANCE, SQD ALLIANCE shall promptly notify the Client thereof in order to arrange further measures.
4. Shall the removal of such obstacles be possible at no costs as a result of the measures taken by SQD ALLIANCE, SQD ALLIANCE shall be obliged to take such measures.
5. SQD ALLIANCE may entrust the accomplishment of the order to subcontractors.
6. SQD ALLIANCE shall be obliged to provide a team of persons participating in the order accomplishment comprising the specialists with appropriate qualifications and experience, which guarantees the subject of agreement to be accomplished at the level as required by the Client.

§ 8 Labour time

1. Labour time of SQD ALLIANCE staff, if the works are carried out at Client's, must, for safety reasons, be matched to Client's labour time.
2. SQD ALLIANCE shall leave the freedom of work organization when performing its services.

§ 9 Non-fulfilment of Client's obligations

1. Shall the Client not fulfil his obligations in respect of the payment of price or any part thereof, especially if he fails to pay the price or its part in the agreed amount and time or when the payment of the price or its part by the Client is doubtful because of his financial condition, all the receivables of SQD ALLIANCE shall become due immediately.
2. In such a case SQD ALLIANCE may hold up its contractual services until the Client has presented the appropriate security or prepaid the whole price in full.
3. Shall the Client fail to fulfil his obligations with regard to the payment of the price or its part especially if he fails to pay the price or its part in the agreed amount and time, SQD ALLIANCE may also:
 - 1) terminate the Agreement with appropriate time of notice,
 - 2) demand the Client to indemnify it for any damages borne as a result of Client's non-fulfilment of his obligations,
 - 3) demand the Client to pay the interest mentioned under §6 item 6.

§ 10 Consequences of non-acceptance of the provided service

Shall the Client fail to accept the service within the agreed period of time for the reasons on Client's side, the Client shall be obliged to pay full price, as if the service was accepted according to the order.

§ 11 Assignment of the right of use

1. SQD ALLIANCE shall assign its copyright and other authorizations to the Client i.a. for publishing, copying and use of the products of its performance, only to the extent which is necessary to accomplish the contractual goals, to be agreed upon each time by way of a separate agreement.
2. Any changes or assignments of the rights of use shall require the consent of SQD ALLIANCE.

§ 12 Complaints

1. The Client who has any objections towards service quality or its completion time, shall be entitled to submit a complaint.
2. The complaint can be sent to headquarters of SQD ALLIANCE by registered letter or by email to the following email address: office.poland@sqda.pl and/or by fax, within 7 working days from the date of service completion on which the aspects of poor service accomplishment occurred or from the day on which the Client accessed the contents of the Elaboration.

3. Complaint shall contain the following:

- 1) detailed identification of the Client who submits the complaint including his email address and the number of Agreement/Order,
 - 2) detailed description of the Service which is the subject of complaint,
 - 3) indication and justification of the reasons being the basis of the complaint,
 - 4) indication of the scope of demand of the Client who submits the complaint.
4. Complaints shall be considered within 14 working days from the date received, whereby the complaint cannot be deemed to be recognized by SQD ALLIANCE if the above time limit has been exceeded.
5. Shall the complaint be recognized, SQD ALLIANCE may, at its own discretion, repair or deliver Goods which are free of defects. The replaced parts shall become the ownership of SQD ALLIANCE, without any right for compensation.
6. Shall SQD ALLIANCE fail to remove defects or faults, or the newly delivered good or subject of service is faulty, or SQD ALLIANCE shall fail to fulfill its obligation to remove defects or to deliver the new goods which are free from defects, or shall SQD ALLIANCE refuse the defects or faults or the additional accomplishment because of excessive costs, the Client shall be entitled to demand price reduction or to terminate the agreement. Termination of the agreement shall be null and void, unless made in writing. Shall the Client choose to terminate the agreement, then he has no right for any other compensation or indemnity, unless required otherwise by the law.

§ 13 Deduction

Client may make deductions of his receivables from the receivable of SQD ALLIANCE only in the case where both the receivables are related with the same legal relation (agreement or agreements) provided that they are due, undisputable and recognized by SQD ALLIANCE, or where their existence has been confirmed by a legally valid court judgment.

§ 14 Limits of liability

1. Liability of SQD ALLIANCE shall be limited to the amount of guarantee sum of the company's liability insurance whereby the payment shall be deferred until the indemnity from this insurance is received, unless required otherwise by law.
2. However, the liability of SQD ALLIANCE cannot exceed the value of remuneration paid by the Client to SQD ALLIANCE for its services. Shall the settlement be made periodically, the amount of indemnity cannot exceed 50 percent of the remuneration received by SQD ALLIANCE during last month of service provision for the period, in which the damage occurred.
3. For the purposes of the above provision, the Elaborations for which particular remuneration is paid, shall be treated as separate services.
4. SQD ALLIANCE shall bear no indemnity-related liability for any lost profits, advantages or expected revenues or other damages which constitute no real loss on Client's side.

5. Limits of liability determined in these General Trade Conditions regarding the provision of services in the range of sale or delivery shall not apply, if the damages have been purposely caused by SQD ALLIANCE, provided that such cause has been legally confirmed by a competent authority.
6. The limit of liability shall refer to both contractual liability and the liability resulting out of any potential extra-contractual obligations, e.g. liability in tort, in the scope which is admitted by the mandatory regulations of law.
7. SQD ALLIANCE shall bear liability for improper accomplishment of the order only towards the Client with whom the agreement has been concluded. Unless foreseen otherwise in the agreement, SQD ALLIANCE shall bear no liability towards any third party, especially those related to the Client or the members of capital groups syndicates and other bodies to which the Client belongs.
8. SQD ALLIANCE shall bear no liability for any damage, costs or expenses resulting out of or connected with any negligence, crime, careless mistake, improper interpretation or wilful action on the side of Client, its management board, employees and other related entities. For the purposes of this provision, any company, co-operative, association, foundation or other organization participating in the management, control, or having any shares in Client's company, shall be regarded as a related entity.
9. Client shall be obliged to protect SQD ALLIANCE from any claims of third parties related to the provision of the agreed services and, especially, reimburse any expenses and costs incurred by SQD ALLIANCE (including the cost of the accomplished labour), which result out of or in connection with any claims reported by third parties in respect to any Client's action or any action of SQD ALLIANCE which have been carried out according to instructions or recommendations given by the Client, provided however that the given claim does not result out of a negligence on the side of SQD ALLIANCE.

§ 15 Force majeure

1. The term „Force majeure” shall mean any external sudden event which cannot be foreseen or controlled by the Parties, which occurred after the Agreement has been concluded and which makes it impossible for the Parties to accomplish the whole Agreement or a part thereof, permanently or for a certain period, and which cannot be avoided or prevented, even when due diligence is exercised by both the Parties. The following circumstances shall especially be deemed „Force Majeure” by both the Parties:
 - 1) Natural disasters including earthquake, storm, flood and other extraordinary natural weather phenomena,
 - 2) Acts of state authorities including martial law, state of emergency, etc.,
 - 3) Acts of war, sabotage, acts of terrorism and similar events which constitute a threat to public order,
 - 4) Strikes, lockouts or other social riots including public demonstrations but excluding the strikes at Party's enterprises.
2. Shall Force Majeure make it impossible for one of the Parties to fulfil any obligations of the Agreement, then such Party shall be obliged to promptly, within two days at the latest, notify the other Party in writing about the event or circumstances which constitute Force Majeure specifying

the obligations it cannot fulfil and indicating the expected period during which the Agreement cannot be accomplished. It shall also strive to continue the accomplishment of its obligations to the reasonable extent and take proper measures which are necessary to minimize the consequences of Force Majeure and its duration.

3. Parties shall not bear any liability for non-fulfilment or improper fulfilment of the whole Agreement or a part thereof to such extent as was caused by the occurrence of Force Majeure. Shall the occurrence of Force Majeure last for a longer period of time which makes the Agreement impossible to be fulfilled for more than one month, the Parties shall start negotiations aimed at further accomplishment or termination of the Agreement to be agreed.
4. Negotiations mentioned under sentence 2 of item 3 above shall be deemed ineffective, if no agreement is reached within 14 days from the date they were started, unless the Parties express their contest, before that time limit, for the negotiations to be continued and determine another date of the end of negotiations.
5. Shall the negotiations fail within the time determined under item 4 above, the Client shall be entitled to immediately terminate the Agreement.

§ 16 Limitation

Client's rights for submitting claims related with guarantee shall expire two years from the date of acceptance of Elaboration or accomplishment of performance covered by the agreement.

§ 17 Client's co-operation

1. Client shall be obliged to disclose, at the appropriate request and on time, all the documentation and information which is necessary for the accomplishment of the obligations resulting out of the Agreement and for the provision of the ordered services, and provide a sufficient access to his premises and systems for SQD ALLIANCE employees and its potential subcontractors or auxiliary personnel dealing with the accomplishment of the contractual obligations, if necessary for performance of the Agreement.
2. Within the framework of co-operation obligation and according to the needs, the Client shall be obliged to provide, free of charge and on time, access for SQD ALLIANCE employees engaged in the accomplishment of the Agreement to the appropriate rooms where documentation, means of labour or data carriers can be safely kept.
3. All Client's activities within his co-operation obligations shall be performed free of charge, unless agreed otherwise explicitly.
4. Shall the Client fail to fulfil his co-operation obligations or fulfil them unpunctually, SQD ALLIANCE may determine a time limit for the Client to fulfil his co-operation obligations. Shall the Client fail to fulfil his co-operation obligations within the time determined by SQD ALLIANCE, SQD ALLIANCE shall have the right to terminate the Agreement for an important reason. Such a termination shall not jeopardize the right of SQD ALLIANCE to sue for further claims.

§ 18 Confidential information

1. Any information the Parties get to know at the stage of negotiations conclusion or accomplishment of the Agreement, if such information was transmitted as confidential, cannot be disclosed to any third party.
2. The above mentioned obligation shall be especially extended on representatives, proxies and employees of the Party.
3. The obligation of confidentiality is binding upon Parties for the Agreement duration and for 2 years after termination thereof.
4. Parties shall be released from confidentiality obligation if the disclosure of the information transmitted as confidential is required by law or results from any decision of a public authority body, especially from court judgments, or if such information has earlier been made public by the disclosing Party.
5. Any breach of confidentiality duty is connected with liability for damages incurred by the other Party if it has suffered any loss as a result of an unauthorized information disclosure. This damage shall cover both the real loss and the lost profits
6. Client shall be obliged to keep confidential any Elaborations prepared by SQD ALLIANCE and the proposals of legal solutions, ideas, concepts, patterns, projects, plans or information obtained from SQD ALLIANCE.
7. Unless agreed otherwise, SQD ALLIANCE may use any documentation related to the Agreement as a basis for the completion of tasks for other clients.
8. SQD ALLIANCE may use the rights of intellectual property and original concepts created in connection with the Agreement when rendering services for other persons, unless it affects professional secrecy or confidentiality duty towards the Client.

§ 19 Protective rights (for business)

1. SQD ALLIANCE shall support the Client in the case of any claims against him sued for by any third party where an objection is raised that the services rendered by SQD ALLIANCE affect the rights of such parties.
2. Shall any objection be raised against the Client by any third party he shall be obliged to promptly notify SQD ALLIANCE about it in documentary form.
3. In the above mentioned case SQD ALLIANCE shall reimburse any legal costs incurred by Client if the proceeding is conducted according to the arrangements made with SQD ALLIANCE and if SQD ALLIANCE's fault has been proven.

§ 20 Personal data protection

In accordance with Article 13 item 1-2 and Article 14 item 1-2 of 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 "**GDPR**"), SQD ALLIANCE informs:

1. Controller's data

The Controller of the personal data of the persons authorized to represent, persons indicated for contact and persons related to the implementation of the concluded contract is SQD ALLIANCE (SQD ALLIANCE sp. z o.o.) with its registered office in Pszczyna, at ul. Batorego 19, 43-200 Pszczyna, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Katowice, 7th Economic Division of the National Court Register under KRS number 0000269551, VAT: 6381701670, REGON: 240513222, company capital of PLN 400,000.00).

2. The Controller has appointed a Data Protection Inspector, who can be contacted by traditional mail to the address indicated in point. 1 or by e-mail: iod@sqda.pl and by phone: +48 797 703 449.

3. SQD ALLIANCE processes the following personal data: name, surname, contact details - to the extent necessary for the proper performance of the contract, other personal data provided in connection with the performance of the contract.

4. Purpose of personal data processing Personal data is processed by SQD ALLIANCE:

- a. In order to conclude and perform the agreement (basis stipulated in Article 6 item 1b of the GDPR),
- b. For archival (evidential) purposes to secure information with regard to a legal need to prove facts, which is the legitimate interest of SQD ALLIANCE (basis stipulated in Article 6 item 1f of the GDPR),
- c. For the purpose of possible establishment, pursuit or defense against claims, which is the legitimate interest of SQD ALLIANCE (basis stipulated in Article 6 item 1f of the GDPR).
- d. For contact purposes based on the legitimate interest of SQD ALLIANCE, which is to have the Client's contact details (based on Article 6(1)(f) of the GDPR),
- e. in order to fulfill personal data protection obligations (legal basis: Article 6(1)(c) of the GDPR),
- f. to verify the authority to conclude a contract on behalf of the Client (basis in Article 6(1)(b) of the GDPR),

5. Processing period

The Controller will process personal data:

- until the completion of the contract, and then until the end of the limitation period for potential claims arising from the concluded contract, - in relation to personal data processed for the purpose of implementing and settling the contract and data processed for the purpose of determining, pursuing and defending claims;
- until an effective objection is raised or the purpose of processing is achieved - in relation to personal data processed on the basis of the legitimate interest of the Personal Data Controller;
- until consent is withdrawn - in relation to personal data processed on the basis of the consent granted.

6. Data transfer

Data is transferred by making it available to entities that are independent Data Controllers or by entrusting processing to SQD ALLIANCE subcontractors, based on concluded entrustment agreements.

Personal data may be transferred to third parties to achieve the purposes of processing to the extent necessary for the implementation of the concluded contract, on the basis of applicable regulations or data entrustment contracts. The following entities may be considered as entities indicated in the

previous sentence: entities operating within the group of companies to which the Company belongs, for administrative purposes and to ensure information security, entities providing technical assistance, IT support, hosting provider.

Personal data may also be made available to an external law office providing legal assistance to the Controller to the extent necessary to pursue rights or defend against claims.

In addition, personal data may be shared:

- to administrative authorities: national or Community ones, such as the police and courts, if required by law or at their reasonable request.
- courier or postal service providers;
- other persons within a given client's organization, if there is a legal or contractual basis for this.

SQD ALLIANCE does not process data outside the EEA, with the exception of entities that are providers of selected IT systems and hosting services. In this case, your data is protected using security measures used by this supplier, but always adequate to the purpose, scope and method of processing.

7. Data protection

The technical and organizational measures implemented by SQD ALLIANCE aimed at protecting information (not only personal data) take into account the latest technological achievements used in this type of security and are adequate to the purpose, scope and nature of data processing.

8. Rights of Data Subjects

SQD ALLIANCE informs the Client about their rights related to the processing of personal data, i.e.:

- a. The right to access their personal data and receive a copy thereof,
- b. The right to rectify (correct) data,
- c. The right to erasure
- d. The right to restrict data processing
- e. The right to object to data processing based on legitimate interests
- f. The right to data portability
- g. The right to lodge a complaint with a supervisory authority

In order to exercise the rights referred to above, the Client should submit its request to the e-mail address indicated in the agreement. SQD ALLIANCE shall have to properly identify the Client prior to exercising their rights.

Not all of the rights indicated above will be available to the Client at all times and under all circumstances. Some of the rights identified above are not absolute and the exercise thereof requires proper verification. The provision of personal data is necessary for the conclusion of an Agreement between the Parties.

9. Further information

Personal data will not be used for automated decision-making, including profiling.

Providing personal data is voluntary, but necessary for the implementation of the contract.

The Controller obtains the Data from the Data Subject directly or they are provided by the Client or obtained from publicly available sources, such as public registers.

Other information regarding Data Processing can be found in the Privacy Policy available at <https://sqda.pl/polityka-prywatnosci/> and on the website <https://sqda.pl/> in the information obligations tab.

10. Entrusting the processing of data

- 1) If the nature of the contract concluded between the Client and SQD Alliance requires it, the Client entrusts SQD Alliance with personal data of which he is the Controller pursuant to Art. 28 of GDPR.
- 2) The scope of data entrusted for processing results from the nature of the contract concluded with the Client and may include in particular: data of the Client's employees/collaborators, such as: e-mail address, name, surname, position, telephone number (standard data), data the Client's contractors, such as: Name, Surname, VAT ID or personal ID number (standard data), if this results from the nature and purpose of the concluded contract between the Client and SQD Alliance, the Client also entrusts special category data for processing, in particular health-related data.
- 3) The processing of personal data is entrusted solely for the purpose and within the scope of the implementation of the contract concluded between the Client and SQD Alliance and in accordance with other documented instructions of the Controller, and such documented instructions are considered to be instructions given by the Client, who is the Controller of personal data.
- 4) SQD Alliance is not responsible for making the entrusted personal data available to unauthorized persons, taking away by an unauthorized person, damaging or destroying these personal data if the above is caused by the Controller's action or omission.
- 5) SQD Alliance, after the completion of the contract related to the processing of data whose controller is the Client and after the termination of other legal bases for data processing, undertakes, depending on the Client's decision, to delete or return personal data, unless Polish or EU law requires storing this personal data.
- 6) The Client consents to the processing of personal and other information by SQD ALLIANCE by means of electronic devices or in any other form. Being aware of the risks associated with electronic correspondence, especially related to the possibility of data loss, the Client declares that they agree to the exchange of information with SQD ALLIANCE also via e-mail.
- 7) SQD Alliance undertakes to grant authorization to process personal data to all persons who will process the entrusted data in order to implement the concluded contract and to oblige them to keep it confidential (referred to in Article 28(3)(b) of the Regulation).
- 8) SQD Alliance entrusts personal data for further processing to external entities within the European Economic Area and, in accordance with Article 45 point. 1 of the Regulation, to entities in third countries or an international organization only if the Commission determines that this third country, territory or a specific sector or sectors in this third country or a given international organization ensure an adequate level of protection. The data is entrusted only for the purpose and scope of performance of the contract concluded with the Client, for which SQD Alliance receives the consent of the Client who is the Personal Data Controller.
- 9) SQD Alliance undertakes to take effective technical and organizational measures to protect personal data against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of legal provisions and damage, destruction, loss or unjustified modification.
- 10) In the process of administering and processing personal data, the Parties act in accordance with the obligations imposed on them by the provisions on the protection of personal data, in particular

the GDPR and other regulations binding the Parties on the basis of applicable legal provisions regarding the protection of personal data.

- 11) The Client has the right to audit or control the method of processing and securing the entrusted personal data after informing SQD ALLIANCE about the planned inspection, no less than 30 days in advance.

§ 21 Termination of the Agreement

1. Each Party shall be entitled to terminate the Agreement at any time with a three month notice, unless another notice period has been agreed by the parties in the Agreement.
2. If the Client has issued any powers to SQD ALLIANCE or its employees, termination of the Agreement shall mean the termination of such powers but termination of powers shall not mean termination of the Agreement.
3. In the case of termination of the Agreement for any reason:
 - 1) SQD ALLIANCE will provide the Client, at his request in writing, under pain of nullity, with all documents related with the services provided to the Client, as well as other documentation received from the Client.
 - 2) Return of documents shall be confirmed by an appropriate record.
 - 3) After the date of termination SQD ALLIANCE shall send the Client any correspondence delivered to SQD ALLIANCE concerning the affairs related to the Agreement by recommended mail.
4. Shall the Agreement be terminated, the Client shall pay SQD ALLIANCE's remuneration and reimburse any costs borne by SQD ALLIANCE in relation to the Agreement up to the date of discontinuance of its activities.
5. Upon termination of the Agreement the provisions of these OWH shall remain valid

§ 22 Final provisions

1. Shall any of the provisions hereof turn out to be ineffective, fully or partially, or be supposed to become ineffective, the validity of other provisions hereof shall remain unaffected.
2. All the agreements concluded on the basis of these OWH shall be ruled by the Polish law.
3. Any affairs which result out of the application of these OWH or the agreements basing on them shall be decided by the competent court for SQD ALLIANCE.
4. In case of any discrepancies between provisions of the Agreement and those of these OWH, the provisions of the Agreement shall prevail
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