

**DEFINITIONS**

The words written in capital letters in General Terms and Conditions of Contracts (GTC) and in the particular Orders have the following meaning:

**Bisnode Polska** – Bisnode Polska sp. z o.o. with its registered office in Warsaw, Plac Europejski 2, 00-844 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS No.: 0000228478, NIP (Tax Identification Number): 774 285 50 54, REGON (National Business Register Number): 140015088 or "Bisnode D&B Polska" sp. z o.o. with its registered office in Warsaw, Plac Europejski 2, 00-844 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS No.: 00000044469, NIP (Tax Identification Number): 526 001 44 44, REGON (National Business Register Number): 010339883 – the franchisee of the brand, products and services of D&B in Europe, **D&B** – Dun & Bradstreet Inc. with its registered office in New York, 103 JFK Parkway, Short Hills, NJ 07078, USA, listed on the New York Stock Exchange - the biggest and oldest economic intelligence service in the world,

**Ordering Party** – a legal entity, an organisational unit that is not a legal entity, which is granted legal capacity by law, or a natural person that is not a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code, having its registered office or place of residence in the European Economic Area, placing an Order,

**Parties** – Bisnode and the Ordering Party,

**General Terms and Conditions of Agreements** – these General Terms and Conditions of Contracts of Bisnode Polska,

**Contract** – an obligation relationship which arises between Bisnode and the Ordering Party on the basis of the placed Order, after its acceptance by Bisnode in accordance with the provisions of these General Terms and Conditions of Contracts,

**Order** – willingness to purchase the goods or services of Bisnode expressed by the Ordering Party in writing or via the communication means in the manner specified in these General Terms and Conditions of Contracts, on the basis of which an Agreement is concluded by the Parties,

**Work** – a demonstration of creativity of an individual nature determined by Bisnode, especially in On-line Services and Reports constituting the subject of Bisnode's copyrights,

**License** – authorisation for the Ordering Party to use On-line Services and Reports in accordance with the conditions specified in the General Terms and Conditions of Contracts or the Contract,

**On-line Service** – a systematised, accessible on-line repertory of information concerning entrepreneurs which includes analyses and related services, created by Bisnode or D&B,

**Report** – a list of pieces of information prepared by Bisnode concerning a particular entrepreneur, whom the Order relates to,

**Update on Request** – creation or update of a Report indicated by the Ordering Party,

**Summary Report** – a Report including registration data, management and branch classification of the entity,

**Monitoring Report** – a Report ordered in reaction to a notification sent by e-mail or from the On-line Service concerning changes in the Report. A Report downloaded in reaction to a notification sent by e-mail or from the On-line Service concerning changes in the previously downloaded Report constitutes an overview,

**BIG Report** – a report from the BIG (Economic Information Bureau) indicated by Bisnode, available for purchase in the On-line Service,

**Domestic review** – downloading from the On-line Service of an available, complete Report on a Polish entrepreneur,

**Foreign review** – downloading from the On-line Service of an available, current Report on an enterprise operating outside the territory of Poland,

**Data export** – downloading available business data from the On-line Service contained in a Report on an enterprise in the form of a standardised database structure (Excel format).

**Limit** – a maximal number of products/services provided by Bisnode available under the License,

**Access** – possibility to use on-line all the information included in the On-line Service/Services, which are concerned in the Order, by an individual login and password,

**Price List** – provisions determining the remuneration for particular goods and services provided by Bisnode,

**Business day** – days from Monday through Friday excluding public holidays,

**Force Majeure** – all the circumstances or events independent from Bisnode, especially operation of the elements (i.a. floods, fires, hurricanes), power outage, telecommunication failure, decisions of the state authorities or other events on the occurrence of which Bisnode can exert no influence.

**I. Scope of application of the General Terms and Conditions of Contracts.**

- The General Terms and Conditions set out the rules for concluding Contracts for the sale of goods and the provision of services offered by Bisnode with customers being legal persons, organisational units without legal personality but which are granted legal capacity by an Act, or natural persons who are not consumers as defined in Article 22<sup>1</sup> of the Civil Code, having their registered office or a place of residence in the territory of a country belonging to the European Economic Area.
- These General Terms and Conditions of Contracts are applicable to and constitute an integral part of all the Contracts and Orders relating to the sale and provision of Bisnode services, unless the Parties stipulate otherwise. Every derogation from the application of these General Terms and Conditions of Contracts requires a written form in order to be valid. In case of contradiction of these General Terms and Conditions of Contracts and the accepted Order contents, the Order stipulations shall prevail.
- These General Terms and Conditions are available at [www.bisnode.pl](http://www.bisnode.pl) website and at the registered office of Bisnode.
- By concluding the Contract/placing an Order, the Ordering Party confirms its acceptance of these General Terms and Conditions, as an integral part of Contracts concluded with Bisnode. The acceptance of the General Terms and Conditions of Contracts is considered as their acceptance for all the consecutive Orders or Contracts concluded by and between Bisnode and the Ordering Party, until their contents are changed, or they are revoked. The General Terms and Conditions of Contracts document does not require signatures on behalf of the Parties.

**II. Conclusion of the Contract and Contract Period.**

- Announcements, advertisements, Price Lists and other commercial information of Bisnode constitute an invitation to commence negotiations in order to conclude the Contract, unless it unambiguously appears from their content that they constitute the offer solely addressed to a particular person or people.
- A Contract with the Ordering Party shall be concluded on the basis of the Order placed with Bisnode, after its acceptance by Bisnode. The Order may be placed in writing or by means of distance communication, namely by completing a form available on the Bisnode's website or via e-mail. Bisnode shall have the right to refuse to accept the Order. In the event that Bisnode refuses to accept the Order, the Ordering Party shall have no right to claim against Bisnode in this respect.
- The Order shall specify the detailed scope of Bisnode's services ordered by the Ordering Party, the period of provision of the services to which the Order relates, the Limits, as well as any other information required by Bisnode in the Order Form or any other information necessary for the performance of the Order, which Bisnode may request from the Ordering Party.
- The Contract concluded for a definite period of time cannot be terminated prior to the lapse of the period, for which it is concluded, except for the cases specified in the General Terms and Conditions of Contracts.
- The Contract concluded for an indefinite period of time may be terminated by each of the Parties with a six-months' notice period.
- In the event of termination of the Contract in the manner described in sections 4-5 above, the Ordering Party shall in no event be entitled to claim reimbursement of the remuneration paid from Bisnode.
- Bisnode shall be entitled to terminate the Contract immediately, regardless of the period for which it was concluded, in the event that the Ordering Party fails to make timely payments stipulated in the Contract, or otherwise violates the provisions of the Agreement or the General Terms and Conditions of Contracts.

**III. Remuneration.**

- The remuneration for the goods offered or services rendered by Bisnode for Ordering Party shall be determined by Bisnode in particular Orders. The remuneration specified in the Order shall be determined in the net amount, unless directly otherwise provided in the contents of the Order.
- The remuneration shall be paid by the Ordering Party each time on the basis of a VAT invoice issued by Bisnode. The basis for issuing a VAT invoice is an Order accepted by Bisnode, signed by the Ordering Party, or an application accepted by Bisnode regarding the purchase of additional services made by the Ordering Party during the duration of the Order. The payment period for a VAT invoice is 14 days from the date of its issue by Bisnode.
- The Ordering Party shall have the right to purchase additional services during the Order Period according to the Price List constituting an integral part of the Order. Payment of remuneration for the additional services purchased during the Order Period shall be made in accordance with the rules set forth in section 2 above.
- In the case that the Ordering Party does not use the joint Order value during the License period, all the unused Limits shall not be extended to the consecutive periods of cooperation and the remuneration shall not be subject to refund.
- Bisnode shall be obliged to prepare Updates upon request within the dates of completion and for the price specified in the On-line Service or within the time limit specified in the individual Order accepted by Bisnode.
- In case of resigning by Ordering Company from the Order after commencing by Bisnode of the actions objected to realize this Order, the Ordering Company bears the complete costs of Order realization.
- In the case of failure to make a timely payment for the Order performed by Bisnode, pursuant to the Contract concluded by the Parties within the deadline indicated in section 2 above or within the deadline resulting from the provisions of the Order, Bisnode shall have the right to: refuse setting up logins and passwords to the On-line Service, block the access for the Ordering Party to the On-line Service, as well as to refuse the acceptance of following Orders from the Ordering Party, until the overdue payment is effected, while the period of the denial of access shall have no influence on the duration of the Order Period, which will not be duly extended.
- The Parties accept the possibility of introducing new payable functionalities to the products offered by Bisnode in the Contract. Bisnode will place information concerning a new functionality on the website and will advise the Ordering Party on its introduction by e-mail. Using the new functionalities is not obligatory, an additional fee will be charged according to the prices currently standing at Bisnode and the prices made available to Ordering Company only in case of using the functionality by Ordering Company. The above will not be treated as an alteration of the Contract stipulations and will not require signing of an annex.

**IV. Access to On-line Services.**

- Bisnode undertakes to exercise the utmost care so that the information provided on the basis of the Order in the On-line Services is reliable and complete.
- Access to the Bisnode On-line Service shall take place by providing the Ordering Party with logins and passwords within 14 business days from the date on which the Bisnode account is credited with the payment of remuneration. The rules set out in the preceding sentence shall apply accordingly in the situation of giving the Ordering Party additional logins and passwords during the duration of the Order.
- The access shall be treated as confidential information and will be made available by Bisnode only to a person authorised by the Ordering Party to its receipt. The Ordering Party shall not be entitled to make available, transfer or disclose the Access to On-line Services nor to information obtained from the On-line Service to unauthorised third parties. In the event that the Ordering Party breaches the provisions of this section, it shall pay Bisnode liquidated damages amounting of 10% of the Order value for each case of breach. In the event that the damage suffered by Bisnode exceeds the value of the liquidated damages, the Ordering Party undertakes to remedy the damage according to general rules exceeding the value of the liquidated damages.
- Bisnode shall not be liable to the Ordering Party for any potential use of the Limits or any other negative consequences arising as a result of transferring Access to third parties by the

Ordering Party. Bisnode shall not be obliged to inform the Ordering Party that the Limits have been exceeded.

5. The Ordering Party shall be fully responsible for the manner and purpose of use of the Access, including any actions by its employees or any third party to whom it has granted the Access. In particular, the Ordering Party shall be obliged to pay remuneration in accordance with the Price List in the event of exceeding the Limits or ordering paid options as a result of using the Access by the Ordering Party's employees or by third parties to whom it has entrusted the Access.
6. The Ordering Party undertakes to use the Access to the Bisnode On-line Services and the information obtained from the On-line Service only in the territory of the Republic of Poland, and in particular the Ordering Party is not authorised to make it available to the users who will use the Bisnode On-line Services outside the territory of the Republic of Poland. In the case of a breach of the provisions of this section, the Ordering Party shall be obliged to release Bisnode from any claims of third parties in this respect, make good the damage suffered by Bisnode, as well as to refund Bisnode all costs incurred in connection with the necessity to defend its rights, including the costs of potential administrative penalties.
7. The Ordering Party undertakes not to use, without a prior written consent of Bisnode, any devices, software, scripts or any other technical means used for automatic data downloading from the Bisnode databases, and not to take any actions which may in any way disturb functioning of the Bisnode software, databases or service. In the case of a breach of the provisions of this section, the Ordering Party shall be obliged to release Bisnode from any claims of third parties arising out of actions taken by the Ordering Party, to remedy the damage suffered by Bisnode, as well as to refund Bisnode all costs incurred in connection with the necessity to defend its rights.

**V. DunTrade® Programme (free programme for Bisnode customers)**

1. Participation in the DunTrade® Programme shall be voluntary, free of charge and shall be open for an indefinite period of time, in accordance with the condition set out in section 3 below. Joining the programme shall be tantamount to the acceptance of the General Terms and Conditions of Contracts.
2. Participation in the DunTrade® Programme is necessary for the proper functioning of selected On-line Services governed by a separate Contract.
3. The condition for participation in the DunTrade® Programme is monthly delivering by the Ordering Party of a receivables ageing report according to the state on the last day of the preceding month till the 15th (say: fifteenth) day of the particular month. In the event of delays of more than 60 (say: sixty) days in providing the reports, referred to in the preceding sentence, or complete cessation to provide them, Bisnode shall suspend the provision of the feedback report, which shall be tantamount to termination of the cooperation between the Parties.
4. The Ordering Party declares that its processing of personal data (as defined in GDPR) within the receivables ageing reports, referred to in section 3 above, shall be carried in accordance with the GDPR and other generally applicable provisions of the law, and also that it is an entity authorised to provide Bisnode with personal data contained in the receivables ageing reports. In the event that any of the statements referred to in the preceding sentence proves to be untrue, the Ordering Party shall indemnify Bisnode against any third party claims in this respect, redress damage suffered by Bisnode and hold Bisnode harmless from and against all costs and expenses incurred in connection with the necessity to defend its rights, including any administrative penalties.
5. The Ordering Party using the DunTrade® Programme shall receive information on its customers in respect of their account balance in the form of an aggregated receivables report (excluding disputable ones), reported by other participants of the Program, in accordance with the models provided by Bisnode.
6. In case of denying the truthfulness of the data concerning payment experience included in the receivables ageing reports, Bisnode shall have the right to demand confirmation and the Ordering Party shall be obliged to present an accounting document, on the basis of which the occurrence of the payment delay in doubt was listed.
7. If an affected third party makes a claim regarding the correctness of the information provided as part of the DunTrade® Programme, Bisnode shall first try to resolve the dispute amicably. If Bisnode incurs costs due to the claims, referred to in the preceding sentence, Bisnode shall exercise the right of recourse against the Ordering Party who sent untrue information to Bisnode concerning the affected entrepreneur.

**VI. Liability. Complaints.**

1. The Ordering Party has the right to file a written complaint concerning the goods or services provided by Bisnode within 30 days from the date of delivery of the goods or the provision of services by Bisnode, or from the date on which the goods were to be delivered or the service was to be provided in accordance with the Order. In order to be considered, the complaints must be delivered in writing to the following address: Plac Europejski 2, 00-844 Warsaw, and be addressed to Bisnode, or by e-mail to the following address kontakt.pl@bisnode.com.
2. Bisnode shall consider the complaint within 14 business days from the date of the complaint receipt from Ordering Party. Failure to consider the complaint within the time limit specified in the first sentence above shall in no event mean that Bisnode accepts the complaint.
3. The Bisnode's compensation liability shall be limited to the real damage suffered by the Ordering Party (entirely excluding indirect damages, including lost profits) and to the amount not exceeding the remuneration determined in accordance with the provisions of the Order, which the complaint relates to.
4. By placing an Order, the Ordering Party declares that it is aware of and agrees to the fact that it uses the information supplied by Bisnode as part of Contracts at its exclusive risk, and is not entitled to make any claims against Bisnode in relation to the use of the information, including claims for loss of profits or other accidental, related or indirect losses resulting from the use of the data obtained from Bisnode based on the concluded Contracts.
5. Bisnode shall not be liable for any delay or extension of the Order realisation period if such delay or extension is caused by reasons it is not responsible for, in particular by Force Majeure or activities attributable to the Ordering Party.

**VII. Copyrights and Confidentiality of information.**

1. Bisnode holds all the intellectual property rights, including the author's economic rights in the Works made available to the Ordering Party. Bisnode shall not transfer the author's

economic rights in the Works to the Ordering Party, unless anything else has been directly stipulated by Bisnode in the Order or the Contract. Without a written consent of Bisnode, the Ordering Party shall have no right to distribute, either for remuneration or free of charge, in their entirety or in part of the Works made available by Bisnode, to rent or lease them, publish and make them available, multiply or modify using any kind of technology or technical means.

2. The Ordering Party shall be entitled to use the On-line Service, Reports, and other Bisnode's Works solely under and within the scope of the Licence granted by Bisnode. Bisnode shall make the specific terms of the Licence available to the Ordering Party together with the good or service which the Licence relates to.
3. Each information, its part or comment, included in the Works must be treated by the Ordering Party as strictly confidential and may be used only for own needs of the Ordering Party related to the conducted business activities, unless it has already been publicised earlier in the public open registers.
4. Information provided by the Ordering Party to Bisnode is treated as strictly confidential. In order to provide confidentiality the data transferred by electronic mail shall be protected with a password.
5. The Ordering Party shall be obliged not to provide, forward or disclose any information obtained in connection with the conclusion of the Contract or during the performance of the Contract, its part or related comments in any form to third parties, unless the Ordering Party has an explicit written consent of Bisnode, or is required to do so in accordance with the applicable provisions of the law.
6. Bisnode holds exclusive and non-transferable to third parties rights in logotypes and registered trademarks marked in the On-line Services being Bisnode's property.
7. Without prejudice to generally applicable laws on the protection of personal data, Bisnode reserves the right to refuse to disclose the sources of information contained in the Works.
8. In the case that the Ordering Party used data obtained from Bisnode in order to transfer commercial information by e-mail or present the range of goods or services by phone, the Ordering Party shall be obliged to obtain in advance a relevant consent from the recipient in accordance with the provisions of the Act of 18 July 2002 on provision of services by electronic means and the Polish law on telecommunications, precisely Article 172(1).
9. In the event of a breach of the provisions of sections 1-3 and 5, 6 and 8 above, the Ordering Party shall release Bisnode from any claims of third parties in this respect and pay Bisnode liquidated damages amounting to the remuneration relating to the Order based on which data subject to the breach were obtained. If the damage incurred by Bisnode exceeds the value of the liquidated damages, the Ordering Party undertakes to remedy the damage according to general rules, exceeding the value of the liquidated damages.

**VIII. Personal Data.**

1. The Ordering Party confirms that it is aware that:
  - 1.1. the information provided by Bisnode, on the basis of Order and under the DunTrade® Programme may include personal data as defined in Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "**the General Regulation**" or "**the GDPR**"),
  - 1.2. in connection with the provision of personal data by Bisnode, the Ordering Party shall, upon receipt, become an independent controller within the meaning of the General Regulation. For the avoidance of doubt, the Parties confirm that the preceding sentence also applies to the information provided to the Ordering Party under the DunTrade® Programme,
  - 1.3. it is obliged to perform all obligations incumbent on the controller of personal data, as specified in the generally applicable legal regulations concerning the protection of personal data, in particular in the General Regulation.
2. In order to enable Bisnode to perform the Contract, in particular with respect to **the** preparation of Updates on requests as well as the need to ensure Access to the On-line Services (by assigning logins and passwords) to employees or third parties indicated by the Ordering Party, the Ordering Party provides Bisnode with personal data of the above mentioned persons.
3. Due to the provisions of section 2 above and Article 28 of the GDPR, the inclusion in the contents of these General Terms and Conditions of Contracts, of the provisions concerning the entrustment of the processing of personal data, indicated in section 4 below is necessary and is a condition of further cooperation between the Parties in the performance of the Contract.
4. The Ordering Party as the controller of the personal data of:
  - 4.1. its employees, associates or third parties who are allowed to use the Access, hereby - pursuant to Article 28 of the GDPR, shall entrust Bisnode, for the duration of the Contract, in order to perform the Contract (in particular, in order to provide the indicated persons with Access to the On-line Services), with the processing of the following personal data: **name and surname, work phone number, country of discharge of professional duties, job title and work e-mail address,**
  - 4.2. its contractors, potential contractors or entities related to them, hereby - pursuant to Article 28 of the GDPR, shall entrust Bisnode, for the duration of the Contract, for the purpose of preparing the Report, Domestic Review, Foreign Review, Update on Request, BIG Report or Data Export, with the processing of the following personal data of the entities covered by the Order: **Name and surname, company, country, NIP, REGON, name and surname of the contact person, telephone number and e-mail address of the contact person, financial data in the form of a balance sheet or a profit and loss account and simplified accounting data** (hereinafter: "**the Personal data**").
5. Bisnode shall be entitled to process the Personal Data entrusted to it only to the extent and for the purpose specified in this clause, in particular in section 2 and 4 above.
6. The Ordering Party declares and guarantees that the processing, in particular the collection of the Personal Data, takes place in accordance with the GDPR and other generally applicable legal regulations and that the Ordering Party is the entity authorised to entrust Bisnode with the processing of the Personal Data. In addition, the Ordering Party undertakes to periodically check the correctness of the entrusted Personal Data in substance.

7. Bisnode declares and warrants that it implements and applies appropriate technical and organisational measures to ensure that the processing of the Personal Data entrusted to it is carried out in accordance with the provisions of this clause (VIII. Personal Data) and in accordance with the generally applicable legal regulations in the field of personal data protection, in particular in accordance with the GDPR. These measures shall be kept under constant review and updated as necessary.
8. The following categories of processing activities may be undertaken with respect to the Personal Data: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
9. The remuneration to which Bisnode is entitled for entrusting the processing of the Personal Data by the Ordering Party shall be covered by the remuneration resulting from the Contract.
10. The Ordering Party grants Bisnode a general consent to use the services of other processors. Bisnode uses a list of these entities, which is updated on an ongoing basis. Bisnode shall notify the Ordering Party of any intended changes to the addition or replacement of the listed entities, thereby giving the Ordering Party the opportunity to object to such changes.
11. In the case of instructions/orders given by the Ordering Party, Bisnode shall be obliged to immediately inform the Ordering Party of the situation when, in its opinion, the instruction/order given constitutes a breach of the provisions of the GDPR or other generally applicable provisions of the law concerning the protection of personal data.
12. Bisnode shall have the right to suspend the execution of the Ordering Party's instruction/order, which, in its opinion, constitutes a breach of the provisions of the GDPR or other generally applicable provisions of the law, until it is confirmed or modified by the Ordering Party.
13. Within the limits of entrusting the processing of the Personal Data indicated in section 4 above, Bisnode shall be entitled and obliged to grant authorisations to process the Personal Data to persons employed by it or cooperating with it on the basis of civil-law agreements. Bisnode shall be obliged to ensure that persons who are not authorised to do so do not participate in the processing of the Personal Data.
14. Bisnode shall be obliged in particular to:
  - 14.1. the processing of the Personal Data only on documented instructions from the Ordering Party, including the transfer of the Personal Data to a third country or international organisation, unless such an obligation follows from generally applicable provisions of the law. At the same time, the Parties agree that the processing of the Personal Data to the extent, for the purpose and within the time specified in this clause constitutes the processing of the Personal Data on the documented instructions from the Ordering Party. Any additional instructions regarding the processing of the Personal Data, if any, shall be provided to Bisnode by the Ordering Party by electronic means,
  - 14.2. ensure that persons authorised to process the Personal Data undertake to maintain secrecy or be subject to an appropriate statutory obligation of secrecy,
  - 14.3. take all measures required under Article 32 of the GDPR, taking into account the state of technical knowledge, costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk of infringement of the rights or freedoms of natural persons with different probability and severity of the risk,
  - 14.4. observe the conditions of using the services of another processor referred to in Article 28(2) and (4) of the GDPR; in the case of sub-entrustment of the processing of the Personal Data, Bisnode undertakes to include in its agreements with sub-processors provisions according to which sub-processing agreements shall be automatically terminated in the event of termination of the Contract,
  - 14.5. taking into account the nature of processing, as far as possible, assist the Ordering Party, through appropriate technical and organisational means, in fulfilling the obligation to respond to the request of the data subject, in the scope of exercising his/her rights set forth in Chapter III of the GDPR (in particular, to immediately inform the Ordering Party that the data subject has sent Bisnode correspondence containing a request to exercise his/her rights set forth in Chapter III of the GDPR, as well as to make the contents of such correspondence available),
  - 14.6. taking into account the nature of processing and the available information, help the Controller in fulfilling the obligations defined in Articles 32-36 of the GDPR,
  - 14.7. provide the Ordering Party with all the information necessary to demonstrate compliance with its obligations set out in this contract and to allow the Ordering Party or any auditor authorised by the Ordering Party to conduct audits, including inspections, as well as to actively cooperate audit personnel. The Parties agree that audits and inspections shall be conducted by the Ordering Party at least 14 (in words: fourteen) days in advance.
15. Without the explicit instructions from the Ordering Party, Bisnode shall not be obliged to notify the supervisory authority or the data subjects of any Personal Data breach.
16. The costs related to the audit, referred to in section 14.7 above, shall be borne by the entity which commissioned the audit, without the right to demand reimbursement of such costs, or payment of any additional remuneration.
17. In the event of termination or expiration of the Contract, Bisnode shall immediately return to the Ordering Party all Personal Data (and copies thereof) the processing of which has been entrusted to it or, with a written commitment from the Ordering Party, shall destroy the Personal Data entrusted to it, including effectively remove them from the electronic media at its disposal, unless the storage of the Personal Data is required under UE law or the generally applicable law in the territory of the Republic of Poland.
18. In the event that Bisnode violates the provisions of this clause or generally applicable laws regarding the protection of personal data, and as a result of which the Ordering Party is obliged to pay compensation or is fined, Bisnode undertakes to reimburse the Ordering Party for the losses and costs incurred in this respect.
19. Bisnode shall be liable, as referred to in section 18 above, solely due to wilful misconduct. Bisnode's liability to the Ordering Party for damages shall be limited to the net remuneration specified in the Contract or Order. For the avoidance of any doubt, the Parties indicate that Bisnode shall not be liable in particular in a situation where damage occurred due to the fact of Personal Data processing in accordance with the instructions/orders of the Ordering Party.

**IX. Change to the General Terms and Conditions of Contracts and Price Lists.**

1. Bisnode shall inform the Ordering Party each time if a change to the contents of the General Terms and Conditions of Contracts takes place, and of the date of its entry into force. The

changes are effective as of the determined date of their entry into force, unless the Ordering Party terminates the Contract with the 14-day (say: fourteen) period of notice, counting from the date on which the information concerning the change was received.

2. The aforementioned provisions shall be applicable respectively in case of the Price Lists changes.
3. If any of the provisions of the General Terms and Conditions of Contracts are found invalid or ineffective by any competent court or as a result of future legislative or administrative actions, such finding or actions shall not invalidate or make ineffective other provisions of this document. If the stipulations of these General Conditions of Contracts are found illegal or ineffective definitely, these stipulations are deemed to be excluded from these General Conditions of Contracts, but all the remaining stipulations will still be fully in force and effective and all such stipulations considered illegal or ineffective will be substituted by stipulations with similar meaning, reflecting the intention of the original stipulation within the range permitted by the relevant regulations of the law.

**X. Final Provisions**

1. The Ordering Party hereby agrees to the disclosure of the content of the concluded Contracts and information concerning the details of the services provided by Bisnode to the State authorities and the entities authorised by Bisnode belonging to the Bisnode Group, including their management and employees. The transfer of the aforementioned information may take place particularly in order to fulfil obligations resulting from Polish law and foreign law, concluding other agreements with the Ordering Party or submitting other offers.
2. The Ordering Party grants Bisnode a consent to use the Ordering Party's logotype for marketing and contact purposes. Prior to the use of the Ordering Party's logotype, Bisnode undertakes to contact the Ordering Party and to determine the form and the scope of its use. The Ordering Party shall have the right to withdraw its consent concerning the use of its logotype in the scope and form presented by Bisnode.
3. The Parties undertake to update the data included in the Order, which influence its fulfilment, in writing in order to be valid. The Ordering Party shall be obliged in particular to notify Bisnode in writing on the change of the correspondence address, to which the invoice and all the correspondence should be sent. The invoice and other correspondence shall be deemed duly served to the address specified in the Order within 7 days from the date of their sending.
4. Subject to the provisions of the General Terms and Conditions of Contracts, any amendments to the terms and conditions of the Contract and Orders shall not be valid unless made in writing.
5. In matters not provided for in the Contract, the Order and these General Terms and Conditions of Contracts, the provisions of the Civil Code and other generally applicable legal regulations shall apply.
6. Possible disputes arising in connection with the concluded Contracts shall be settled by the Common Court competent for Bisnode's registered office.

**XI. Reports' completion dates**

Zone	Standard	Express	Super Express
Poland	5	3	1
I	5	3	-
II	5	-	-
III	5	-	-
IV	10	7	-
V	14	10	-
Translation of the foreign report into Polish	5	3	-

Dates on Business Days, counted from the day following order placement.

Preparation of the report as Ekspres – 2x the price, as Super express – 3x the price.

The provisions of the General Terms and Conditions of Contracts of Bisnode Polska were approved and signed by Andrzej Osiński, authorised to the sole representation of the Management Board of the Bisnode Polska companies.

As of 25 May 2018, these General Terms and Conditions of Contracts shall replace in their entirety all the provisions of the General Terms and Conditions of Contracts that have been in force so far.