

Agreement No.//...../WZL1/O/2022

made on in Dęblin between:

WOJSKOWE ZAKŁADY LOTNICZE Nr 1 S. A.

ul. Dubois 119, 93-465 Łódź, NIP 724-000-41-59, REGON 000173278

National Court Register - KRS No. 0000295398 District Court in Łódź, 20th Commercial Division of the National Court Register. Share capital - PLN 58,108,350. Paid-up capital - PLN 58,108,350.

The Agreement will be performed for:

Wojskowe Zakłady Lotnicze Nr 1 S. A. Oddział w Dęblinie

Correspondence address:

Wojskowe Zakłady Lotnicze Nr 1 S.A. Oddział w Dęblinie

ul. Lotników Polskich 4, 08-521 Dęblin

hereinafter referred to as the “Contracting Party”

represented by:

Member of the Management Board, Chief Director of Branch – Bartłomiej KACPERCZYK
Commercial Director, Proxy – Michał SIKORA

and.....

.....
hereinafter referred to as the “Contractor”.....
hereinafter jointly referred to as the “Parties”

which reads as follows:

§ 1

1. The subject of the Agreement is the design and construction of the F124-GA-200 engine test station by International Turbine Engine Company LLC in building No. 19 at the seat of Wojskowe Zakłady Lotnicze Nr 1 SA Oddział w Dęblinie, hereinafter referred to as the *station*.
2. Detailed scope of work to be performed:
 - 1) preparation and delivery of the technical design of the F124-GA-200 turbofan engine test station with the cost estimate (in Polish or in English **and** Polish);
 - 2) construction of the complete station specified in this Agreement using the Contractor’s own materials or materials obtained by the Contractor. The equipment, materials and devices used by the Contractor must be brand new, free from defects and have the following:
 - a) a manufacturer's certificate,
 - b) a warranty not shorter than the warranty for the entire station,
 - c) a list of technical data (if applicable),
 - d) a metrological confirmation (if applicable),
 - e) documents specifying the manner and scope of checks and maintenance (if applicable);
 - 3) installation works;
 - 4) calibration and correlation of the station by carrying out a test of the reference engine delivered by the Contracting Party in agreement with the Contractor;

- 5) certification and authorization obtained by the Contractor from the engine manufacturer, International Turbine Engine Company LLC / Honeywell or a cooperator pointed by the manufacturer.
3. The scope of the subject of the Agreement includes theoretical and practical training on the premises of the Contracting Party's Branch for:
 - 1) operators (4-6 people) regarding the station use and operation;
 - 2) engineering staff (1-4 people) regarding the station design and principles of operation;
 - 3) measurement technicians (1-3 people) regarding calibration and checking the measurement lines.
4. The training will be confirmed by a report signed by the Parties and the certificates for participants issued by the Contractor.

§ 2

1. Deadlines for the implementation of respective stages of the subject of the Agreement:
 - 1) **Stage I** - Delivery of the technical design with the cost estimate **by 30/11/2022**.
 - 2) **Stage II** - Installation and calibration works - readiness to perform the station correlation **by 31/01/2024**.
 - 3) **Stage III** - Correlation, training, station certification, final acceptance and completion of the subject of the Agreement **by 31/12/2024**.
2. The deadline for the implementation of Stage III works may change in the event of:
 - 1) the engine manufacturer's failure to deliver the engine for testing (correlation) by by the number of days of delay;
 - 2) interruptions in the performance of works for reasons attributable to the Contracting Party by the number of days of such interruptions.
3. The Contractor shall notify the Employer in writing (to the e-mail addresses: michal.sikora@wz11.mil.pl, sekretariat.deblin@wz11.mil.pl) about the commencement date for Stage II and III of works at least 7 days before the expected works commencement date.
4. The Agreement completion date shall be the date when both Parties sign the final acceptance report for the subject of the Agreement without reservations - following the completion of Stage III.
5. By declaring the performance of the Agreement by the deadlines specified in par. 1, the Contractor takes into account, at its own risk, the expected next wave of the pandemic and the hypothetical obstacles it may cause in connection with the performance of the subject of the Agreement. The current pandemic situation is a commonly known circumstance and the Contractor cannot invoke it to justify a delay in the performance of this Agreement.
6. By declaring the performance of the Agreement by the deadlines specified in par. 1, the Contractor takes into account, at its own responsibility, the expected consequences of the ongoing war in Ukraine (including any imposed sanctions or embargoes) and the hypothetical obstacles it may cause in connection with the performance of the subject of the Agreement. The current situation is a commonly known circumstance and the Contractor cannot invoke it to justify a delay in the performance of this Agreement.

§ 3

1. The Contracting Party shall:
 - 1) bring the Contractor to the works site on the date of signing the Agreement;
 - 2) indicate the power delivery point for the purposes of the works performed;

- 3) conduct OHS training (before commencing the works) for the Contractor's and Subcontractor's staff performing the subject of the Agreement. The training shall be conducted by the Contracting Party's representative – the EHS Officer;
 - 4) conduct training on Trade Secret information (before commencing the works) for the Contractor's and Subcontractor's staff performing the subject of the Agreement. The training will be conducted by the Contracting Party' representative – the Classified Information Protection Officer.
 - 5) disassemble the equipment, devices and systems pointed by the Contractor, if it is necessary for the Contractor to perform the installation works no later than the date when the Contractor commences the Stage II of works;
 - 6) completely shutdown the dynamometer and handover of the facility for the period necessary for the Contractor to perform the essential/critical works the period specified in the schedule referred to in § 4(1)(3);
 - 7) carry out acceptance of works performed in accordance with the Agreement (after each stage has been completed by the Contractor) and make a payment of the agreed remuneration for properly performed work.
2. The duration of the training referred to in §1(3) and (4) shall be 1 working day (8 hours).
 3. The Contracting Party shall have the right to control the correctness of works at every stage of their performance, in particular their quality and timely completion.
 4. The Contracting Party may make reservations and demand that the Contractor remove from the works site any worker of the Contractor and Subcontractor who, in the Contracting Party's opinion, does not have the required qualifications to perform their tasks or whose presence on the works site is considered undesirable by the Contracting Party, i.e. such worker does not comply with the requirements specified in § 4(1)(10) and (11). The Contractor is bound by the Contracting Party's demands.

§ 4

1. The Contractor shall:
 - 1) accept of the works site from the Contracting Party;
 - 2) indicate to the Contracting Party the equipment, devices and systems referred to in § 3(1)(5) at least 30 days before the commencement of Stage II. Any interference of the Contractor with the existing turboshaft engine testing station requires consultation with the Contracting Party, and the Contractor shall restore the said station to its original condition.
 - 3) provide the Stage II implementation schedule agreed with the Contracting Party along with the detailed specification of works requiring the complete shutdown of the dynamometer (specified in § 3(1)(6)) at least 30 days before the commencement of that stage;
 - 4) complete all works specified in the design;
 - 5) secure the facility (building No. 19) in the area of works performed until the completion of the installation works and during the calibration of instruments and correlation of the station;
 - 6) maintain the cleanliness of the works site, traffic routes within the works area and roads and pavements adjacent to the works site as well as others (e.g. access roads) used by the Contractor or which have become contaminated as a result of the works;
 - 7) insure the works and its own third party liability in terms of business activity related to the performance of the subject of the Agreement– throughout the term of the Agreement (in accordance with the provisions of § 6);
 - 8) reconstruct (repair – restore to the previous condition) any access roads, pavements, yards and adjacent external areas damaged by the Contractor;
 - 9) conduct proper management of waste generated as a result of the performance of the subject of the Agreement (including prevention of waste generation, reduction of waste amount and its negative impact on people and the environment, ensuring

- their recovery and proper disposal); the Contractor is the producer of all waste resulting from the performance of the subject of the Agreement and incurs the costs of its disposal;
- 10) comply with OHS, Fire Protection and Environmental Protection requirements – Obligations of Contractors carrying out renovation and project works or operating on the premises of Wojskowe Zakłady Lotnicze Nr 1 S.A. Oddział w Dęblinie. The requirements are available for the Contractor at the following link: <https://wz11.mil.pl/deblin-wymagania-bhp-ppoz-i-ochrony-srodowiska/>;
 - 11) comply with the requirements for the Trade Secret Information in accordance with the provisions of the Non-Disclosure Agreement signed by the Parties.
 - 12) deliver to the Contracting Party a declaration attached in Appendix 1 to this Agreement within 30 days from the end of each calendar year in which the Contractor performs the Agreement.
2. Subject to § 5, before commencing the installation works, the Contractor shall provide the Contracting Party with a list of employed persons and a list of vehicles that will enter the Contracting Party's premises during the performance of the works.
 3. The Contractor must ensure a high technical and finishing quality when performing the subject of the Agreement. This Agreement shall be performed according to the design documentation and arrangements with persons authorised by the Contracting Party.
 4. Works related to the performance of the Agreement may be done by persons with appropriate professional preparation and valid qualifications to perform this type of works; all works should be carried out under qualified technical supervision and in accordance with applicable standards and technical conditions.
 5. The Contractor shall be responsible for carrying out the works in accordance with the current engineering knowledge, documentation, design and agreement, as well as for the quality of the materials used and works performed. All materials used for the performance of the Agreement should have relevant approvals for distribution and general or individual use.
 6. The Contractor bears civil liability for the consequences of accidents and damage to the infrastructure caused during the performance of the Agreement.
 7. The Contractor secures the equipment necessary for performing the works and until the completion of the works the Contractor shall be responsible for all devices and instruments provided by them.
 8. The works will be performed in an operating plant, and therefore the Contractor shall carry out the works in a manner that does not interfere with the traffic in the facility, subject to the requirement to completely shutdown the dynamometer in accordance with the provisions of § 3(1)(6).
 9. At the request of the Contracting Party, the Contractor shall immediately provide written clarifications concerning the nature of the works performed.
 10. The Contractor shall be responsible for all acts and omissions of its subcontractors as for its own acts and omissions.

§ 5

1. If persons without Polish citizenship participate in the performance of the Agreement on the premises of the Contracting Party's plant, the Contractor shall notify the Contracting Party's representative of the intention to assign such workers to perform works no later than:
 - 1) 22 days before they commence work, if they have citizenship other than one of the EU countries;
 - 2) 15 days before they commence work, if they have citizenship of one of the EU countries;
 - 3) such notification must be made on a working day no later than by 10:00 a.m.

2. In addition to the intention to employ such workers, the notifying person shall provide information including:
 - 1) first and last name in the Latin alphabet;
 - 2) date and place of birth;
 - 3) passport number and name of the issuing country;
 - 4) name of the institution delegating the worker to do the works, if different than the name of the Contractor;
 - 5) the reason for delegating a foreigner to perform the works.

§ 6

1. The Contractor declares that it has a civil liability insurance against damages that may arise in connection with their business activity and against civil liability for damages and the consequences of accidents involving third parties and arising in connection with the works performed, in the period from the date on which the performance of the Agreement begins until the works completion date.
2. The sum insured referred to in par. 1 may not be lower than PLN 25,000,000.00 or, if in a currency other than PLN, the equivalent of this amount.
3. The Contractor shall have insurance throughout the term of the Agreement.
4. In each case the term of the Agreement is extended, the Contractor shall conclude a new insurance before its expiry and submit the original of the renewed insurance policy to the Contracting Party for examination before the expiry of the existing insurance.

§ 7

1. The acceptance of respective stages of works (Stage I, Stage II and Stage III) will be confirmed by acceptance reports (each time after the completion of a relevant stage). Reports will be drawn up on the date of the actual handing over of the works with the participation of the Contracting Party, the Contractor or their representative. The Contractor shall notify the Contracting Party about the intention to carry out acceptance of the works performed (to the e-mail address: sekretariat.deblin@wz11.mil.pl and michal.sikora@wz11.mil.pl) at least 2 working days before the planned deadline. The lack of participation of the Contractor in the acceptance activities shall authorise the Contracting Party to conduct acceptance activities without the participation of the Contractor, at the Contractor's risk.
2. Before the final acceptance (completion of Stage III), the Contractor should provide the Contracting Party with complete as-built documentation (in paper form and on an electronic form), i.e.:
 - 1) as-built and installation documentation (Polish version);
 - 2) job description (version in Polish or English and Polish);
 - 3) operation and maintenance manuals for the station and equipment together with a list of maintenance works and their frequency (versions in Polish or English and Polish);
 - 4) a list of consumables (Polish or English version);
 - 5) a diagram of electrical, hydraulic and pneumatic systems (version in Polish or English);
 - 6) certificates, CE declarations of conformity, warranty cards, calibration certificates for the station components (Polish or English version).
3. If the performance of Agreement turns out to be inconsistent with the requirements specified by the Contracting Party or if it has defects, the Contracting Party shall not accept, at the same time describing the circumstances and reasons for refusing acceptance in the relevant report. The above report may be signed unilaterally if the Contractor's representative refuses to sign it.

4. In the case referred to in par. 3, the Contractor, at its own expense and risk, shall begin to correct the subject of the Agreement so that it meets the requirements specified by the Contracting Party and has no defects. These activities shall be done within no more than 30 working days from the date of refusal to accept the subject of the Agreement.

§ 8

1. The Contractor grants a warranty for the subject of the Agreement for the period of from the date when the Contracting Party and the Contractor sign the final acceptance report after the completion of Stage III works.
2. Regardless of the Contractor's liability under the warranty, the Contractor shall be liable to the Contracting Party under the guarantee for defects in the subject of the Agreement pursuant to the provisions of the Civil Code.
3. During the warranty period, the Contractor is liable for legal and physical defects disclosed in the subject of the Agreement in connection with the performance of the Agreement, and incurs all obligations in this respect. The Contractor is also liable to the Contracting Party if the completed subject of the Agreement has a defect that reduces its value or usefulness, does not have the properties required by the Contracting Party, or if the subject of the Agreement was done in an incomplete manner.
4. The Contracting Party shall notify the Contractor in writing about the physical defect in the subject of the Agreement. The notification form is the "Complaint Report" drawn up by the Contracting Party and submitted to the Contractor within 14 working days from the date the defect was discovered.
5. Claims for physical defects are not lost despite the expiry of the warranty period, if the Contractor has intentionally concealed the defect.
6. During the warranty period, the Contractor shall:
 - 1) remove at its own expense any physical defects in the subject of the Agreement;
 - 2) carry out the required maintenance works at its own expense;
 - 3) make a service response within 48 hours and perform service activities at the Contracting Party's premises within 7 calendar days of reporting the defect (fault);
 - 4) restore the station to use within 15 calendar days from the moment of reporting the malfunction in the case when the replaced device or equipment is generally available; otherwise, the maximum period for removing the defect is agreed with the Contracting Party, but may not be longer than 30 calendar days;
 - 5) use consumables recommended by the manufacturer; in the case of replacement of equipment or spare parts, use identical parts or parts of the same or higher quality, provided that the basic configuration of the station is maintained.
7. If the defects are not removed within the period specified in point 6 sub point 4, the Contracting Party may order their removal to a third party at the Contractor's expense. In this case, the Contracting Party shall request that the Contractor remove the defects and set an additional period with the indication that if the defects are not removed within that additional period, the Contracting Party shall assign their removal to a third party at the Contractor's expense. In this case, the Contractor authorises the Contracting Party to conclude, on the Contractor's behalf and expense, a contract with a third party for the removal of defects, and to collect the invoice issued by a third party to the Contractor. The cost of defect removal by a third party shall be borne entirely by the Contractor. This does not release the Contractor from the payment of contractual penalties specified in § 11 point 2 of this Agreement.

§ 9

1. The total salary sum for the Agreement, agreed by the Parties is:
Net amount: PLN
In words: PLN .../100
Gross amount: PLN
In words: PLN .../100
 which consists of:
1) Stage I: Delivery of a technical design with a cost estimate.
 Net amount: PLN
In words: PLN .../100
 Gross amount: PLN
In words: PLN .../100
2) Stage II: Installation and calibration works - readiness to perform the station correlation.
 Net amount: PLN
In words: PLN .../100
 Gross amount: PLN
In words: PLN .../100
3) Stage III: Correlation, training, station certification, final acceptance and completion of the subject of the Agreement.
 Net amount: PLN
In words: PLN .../100
 Gross amount: PLN
In words: PLN .../100
2. The above salary is a lump sum and covers all activities necessary for the comprehensive realization of the Agreement in accordance with the provisions of §1.
3. The Contracting Party shall not incur any additional costs for any errors in the valuations made by the Contractor or in the scope of works specified by the Contractor. Underestimating, omitting and not identifying the scope of the subject of the Agreement may not be the basis for demanding an increase in the salary sum specified in point 1.

§ 10

1. The basis for issuing invoices will be the acceptance reports signed without reservations by both Parties, as referred to in § 7 point 1 (after completion of each Stage);
2. The salary shall be paid on the basis of invoices issued at the end of each stage:
 1) Stage I - Delivery of the technical design with the cost estimate;
 2) Stage II - Installation and calibration works - readiness to perform the station correlation.
 3) Stage III - Correlation, training, station certification, final acceptance and completion of the subject of the Agreement.
3. The invoice payment period is 30 days from the date of delivering a correctly issued invoice to the Contracting Party, containing the Contractor's bank account number disclosed in the List of entities registered as VAT taxpayers, unregistered or removed from and restored to the VAT register kept by the Head of the National Revenue Administration.¹
4. The payment will be realized by transfer to the Contractor's bank account disclosed in the List of entities registered as VAT taxpayers, unregistered or removed from

¹ §10(3) after the decimal point - applies to entities registered in Poland

- and restored to the VAT register kept by the Head of the National Revenue Administration.²
5. If the Contractor's bank account is not on the List of entities registered as VAT taxpayers, unregistered or removed from and restored to the VAT register kept by the Head of the National Revenue Administration, the Contracting Party has the right to withhold payment of the invoice until the account is disclosed in the said List. In this case, the invoice payment period starts from the date of disclosure of the bank account in the List, about which the Contractor shall immediately notify the Contracting Party.
 6. If the Contractor's bank account is not disclosed at all in the List of entities registered as VAT taxpayers, unregistered or removed from and restored to the VAT register kept by the Head of the National Revenue Administration and the Contracting Party pays the invoice amount to that account, the Contracting Party has the right to impose on the Contractor a contractual penalty of 19% of the net amount resulting from a correctly issued invoice.³
 7. The **payer and recipient** of the subject of the Agreement shall be the Contracting Party's Branch in Deblin: Wojskowe Zakłady Lotnicze Nr 1 S. A. Oddział w Dęblinie ul. Lotników Polskich 4, 08-521 Dęblin, NIP 724-000-41-59, REGON 000173278-00020.
 8. The invoice will be issued as follows:
 - Buyer:** Wojskowe Zakłady Lotnicze Nr 1 S. A.
ul. Dubois 119
Łódź 93-465
NIP: PL 724 000 41 59
 - Recipient/Payer:**
Wojskowe Zakłady Lotnicze Nr 1 S.A. Oddział w Dęblinie
ul. Lotników Polskich 4
08-521 Dęblin
NIP: PL 724 000 41 59
 9. The salary offered by the Contractor is fixed and is not negotiable.
 10. The invoice payment date shall be the date when the Contracting Party's bank account is debited with the salary amount.

§ 11

1. In the case of withdrawal from the Agreement for reasons attributable to the Contractor, the Contractor shall pay the Contracting Party a contractual penalty of 15% of the net contractual salary referred to in § 9(1)(3).
2. In the case of a delay:
 - 1) in the performance of the Agreement, the Contractor shall pay the Contracting Party a contractual penalty of 0.5% of the net contractual salary for the stage in which the delay occurred, for each day of delay in accordance with the deadlines specified in § 2(1), but not more than 15% of the net contractual salary referred to in § 9(1)(3),
 - 2) in the removal of defects found upon acceptance, in accordance with the period specified in § 7(4), or during the period of warranty and guarantee for defects, in accordance with the periods specified in § 8(6), the Contractor shall pay the Contracting Party a penalty of 0.5% of the net contractual salary for each day of delay, but not more than 15% of the net contractual salary referred to in § 2(1),
 - 3) in submitting to the Contracting Party the insurance policy referred to in § 6, the Contractor shall pay the Contracting Party a contractual penalty of 0.01%

² In the case of entities registered outside the Republic of Poland, the salary shall be paid to the Contractor's bank account indicated in the invoice.

³ §10(5), (6) applies to the entities registered in Poland

of the sum insured specified in § 6(2) for each day of delay, but not more than 25% of the above-mentioned sum insured.

3. For each breach by the Contractor of the provisions of the non-disclosure agreement (NDA) dated regarding the disclosure of Trade Secret Information or its use for a purpose other than cooperation between the Parties under the performance of this Agreement, or the application of a lower level of protection, the Contracting Party shall charge the Contractor a contractual penalty in the amount of PLN 10,000.00.
4. For the Contractor's failure to provide the clarifications referred to in § 4(9) the Contractor shall pay a contractual penalty in the amount of PLN 10,000.00.
5. The payment of the contractual penalty does not exclude the pursuit of other or more extensive claims against the Contractor, in particular those resulting from the protection of trade secrets under the provisions on combating unfair competition.
6. The Parties reserve the right to claim damages in excess of the amounts of contractual penalties on general terms.
7. The Contracting Party may deduct the contractual penalty amount from the Contractor's salary, to which the Contractor agrees.

§ 12

1. Before signature of the Agreement, the Contractor shall provide the Contracting Party with a performance bond in the amount of 10% of the gross contract value, i.e. PLN, which the Contracting Party has the right to use to satisfy any of its claims against the Contractor for non-performance or improper performance of the Agreement.
2. The performance bond referred to in par. 1 must be granted for the period from the date of the Agreement to provided that in the case of a delay in performance of the Agreement, the Contractor shall extend the performance bond for a further period until the final acceptance (completion of Stage III) and provide the Contracting Party with further performance bond until, and failure to meet this deadline constitutes a delay in the performance of the Agreement and improper performance of the Agreement by the Contractor.
3. The Contractor shall make the performance bond referred to in par. 1 in the form of, to which the Contracting Party agrees.
4. Before the final acceptance (completion of Stage III), the Contractor shall provide the Contracting Party with a performance bond to the extent of the warranty and guarantee, in the amount of 5% of the gross contract value, i.e. PLN, which the Contracting Party has the right to use to satisfy any of its claims against the Contractor under the warranty or guarantee.
5. The performance bond referred to in par. 4 must be granted for the period from the date of final acceptance (completion of Stage III) to, provided that in the case of a delay in the performance of the Agreement resulting in final acceptance being carried out after, the Contractor shall extend the performance bond for a further period corresponding to full months counted from the final acceptance date (completion of Stage III). Failure to submit the performance bond shall give the Contracting Party the right to deduct the performance bond amount, i.e. PLN, from the Contractor's remuneration, to which the Contractor agrees. The deducted amount shall constitute security in cash, to which the provisions of par. 7 and 8 hereof shall apply.
6. The performance bond referred to in par. 4 shall be submitted by the Contractor in one or multiple of the following forms:
 - 1) cash;
 - 2) bank surety;
 - 3) bank guarantee;
 - 4) insurance guarantee.

7. The Contractor shall pay the performance bond made in cash to the Contracting Party's bank account number 06 1240 5497 1111 0010 3724 1390.
8. If the performance bond was made in cash, the Contracting Party shall keep it on an interest-bearing bank account. In this case, the Contracting Party shall return the performance bond amount with interest resulting from the bank account agreement on which it was kept, less the cost of maintaining the account and bank commission for the transfer of cash to the Contractor's bank account number

§ 12

1. The Controller of personal data processed for the purposes of implementation and performance of this Agreement is Wojskowe Zakłady Lotnicze Nr 1 SA based in Łódź (93-465), ul. Dubois 119, for which the District Court for Łódź - Śródmieście in Łódź, 20th Commercial Division of the National Court Register, keeps registration files under KRS number 0000295398, NIP 724-000-41-59. Contact with the Data Controller is possible via e-mail address sekretariat@wz11.mil.pl or by post to the address of the Data Controller's seat with the annotation "Data protection".
2. In order to properly protect personal data, the Data Controller has appointed a Data Protection Officer, who can be contacted at (42) 681 55 60.
3. The Controller processes the data of natural persons for the purpose of signing and performing the Agreement. The legal basis for the processing of data of data subjects for the purposes of signing and performing this Agreement (employees and associates, authorised representatives) is the legitimate interest of the Controller (Art. 6(1) data subjects may be processed for exercise or defence of legal claims arising from the Agreement (Art. 6(1)(f) of the GDPR). Personal data will also be processed in connection with the fulfilment of legal obligations imposed on the Controller, in particular tax law and financial reporting (Art. 6(1)(c) of the GDPR). The processing of personal data is necessary for the performance of the Agreement. Personal data is not subject to automated processing, including profiling.
4. If the Controller has not obtained the data directly from you, then your following personal data: identification details (name(s) and surname), contact details (e-mail address, telephone number), other data (place of employment) might have been obtained by the Controller from the Agreement on the basis of which the Controller processes your data or made available by the Contractor (your Employer, Principal).
5. Personal data will be processed for the duration of this Agreement, and after its expiry, until the mutual claims under this Agreement are time-barred. Personal data contained in the Agreement will also be processed for the period resulting from applicable law, including tax regulations and financial reporting.
6. Recipients of personal data may be entities processing personal data at the request of the Controller, i.e. external entities providing and supporting IT systems used for the purposes of this Agreement or other entities providing services related to the Controller's current activities and only under relevant personal data processing contracts and while ensuring that the said entities use adequate technical and organisational measures for data protection. Personal data may also be made available to entities authorised under applicable law. Personal data will not be transferred to any third country.
7. Each person whose data is processed, to the extent resulting from the provisions of law, has the right to access their data and rectify it, erase it, restrict its processing and the right to object to data processing.
8. In case of doubts as to the processing of personal data, each person may ask the Controller for information. Notwithstanding the foregoing, everyone has the right to lodge a complaint with the supervisory body: the President of the Personal Data Protection Office.

§ 13

1. This Agreement has been concluded in accordance with Polish law.
2. The provisions of the Civil Code shall apply in matters not governed by this Agreement.
3. Any conflicts, disputes and claims arising out of or in connection with the Agreement shall be first resolved through negotiations between the Parties. If no agreement is reached within 30 days from the negotiation commencement date, the Party may refer the case to mediation and then the matter will be resolved by the mediator of the Centre for Conflict and Dispute Resolution at the Faculty of Law and Administration of the University of Warsaw, in accordance with the regulations of this Centre in force on the date when the request for mediation is submitted. If no agreement is reached within three months from the date of making the request for mediation, the Party may refer the case to the court having jurisdiction over the defendant's seat.

§ 14

1. This Agreement has been drawn up in two identical counterparts, one for the Contracting Party and one for the Contractor.
2. Any amendments to this Agreement must be done in written form to be valid.

Appendices:

Appendix 1 – Contractor's declaration on transactions with entities from countries that use harmful tax competition – 3 pages

CONTRACTOR

CONTRACTING PARTY