

General Principles for Placing Advertisements in the Performance Model with the Gazeta.pl Group

I. INTRODUCTION

1. DECLARATION

Agora S.A. is the owner of the Gazeta.pl website and Internet services of the Gazeta.pl Group.

We provide our customers with the highest quality of services, reliability, professional service and specialised advice. For many years, we have been consistently extending the scope of our services and improving their standard in order to meet customer expectations. These General Principles, like an order or a contract, stipulate indispensable elements shaping our mutual relations. Their legal formalism has been kept to a minimum in order to emphasize that the essence of our relations is, above all, the highest quality of services that we render to our Customers. We assure you that the most important thing for us is your satisfaction, meeting your expectations and fulfilling your needs. All provisions and Principles relating to the advertising services provided to you will be interpreted in accordance with the above declaration.

2. EXCLUSION OF THE APPLICATION OF GENERAL PRINCIPLES

These General Principles do not apply to concluding contracts with consumers, i.e. natural persons who perform legal transactions not directly related to their business or professional activity. Those persons are kindly asked to contact the Gazeta.pl Website Sales Department at biuroreklamy@agora.pl in order to conclude individual contracts on the provision of advertising services.

II. DEFINITIONS

The terms used in the General Principles should be construed as follows:

General Principles – these “General Principles for Placing Advertisements in the Performance Model with the Gazeta.pl Group”;

Agora – Agora Spółka Akcyjna with its registered seat in Warsaw at the following address: ul. Czerska 8/10, owner of the Gazeta.pl website and internet services belonging to the Gazeta.pl Group, registered at the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, Register of Entrepreneurs No. KRS 59944, NIP (Tax Identification Number) 526-030-56-44, share capital in the amount of PLN 46,580,831, fully paid up;

E-Commerce Team – a separate department within the structure of the internet activities of the Gazeta.pl Group, dealing among others with the implementation of Performance Campaigns;

Advertiser – a natural person, legal person or organizational unit without legal personality that orders the placement of an Advertisement; according to these General Principles, the Advertiser is not a consumer, i.e. a natural person performing a legal

transaction not directly related to their business or professional activity, as these General Principles do not apply to consumers;

Performance Campaign or Campaign – an advertising campaign that consists in placing Advertisements in advertising space and redirecting traffic (clicks) with specific key performance indicators to the Landing Page using efficiency tools incorporated into article pages; settlement is performed with the use of the Performance Model (CPC, SUC, QV), depending on the type of the Performance Campaign;

Performance Model – **CPC** means that the settlement depends on the number of times unique users click on the Advertisement; **SUC** means that the settlement depends on the number of times the website of the Advertiser or the Advertiser's customer is loaded by unique users or the number of times the code is triggered on the website of the Advertiser or the Advertiser's customer by unique users; **QV** means that the settlement depends on the number of times unique users enter the website of the Advertiser or the Advertiser's customer and click through to the next subsite; **CSP** means that the settlement depends on sales generated by Agora; **CPL** means settlement per a properly completed form with data (scope of the data to be agreed upon individually with the Advertiser);

Advertisement – an online advertising medium intended to be placed on the advertising space as part of the Performance Campaign;

Landing Page – the website indicated in the order to which the Advertisement directly redirects;

Advertising Space – advertising space on which Performance Campaigns are carried out; depending on the arrangements with the Advertiser, Performance Campaigns are implemented in a **limited model**, which encompasses only the Website area, or in an **extended model**, which covers the Website area and implementation in spaces provided by third parties;

Products – products or services of the Advertiser or its customer offered on the Landing Page that are the subject of the Performance Campaign;

Brief – a set of guidelines provided to Agora by the Advertiser regarding the promotion of the Product in a given Performance Campaign; the Brief includes, among others, KPI, a list of activities prohibited in the Campaign and links to information materials on the Products to be advertised in the Campaign;

Website – Gazeta.pl website, operated by Agora, current available at the URL: www.gazeta.pl and at the address that supplements or continues it, as well as any one that replaces it, and other Agora's websites and applications of the Gazeta.pl Group; these General Principles do not apply to posting advertisements on websites and applications of the Wyborcza.pl Group and to making websites available for programmatic advertising;

GDPR – Regulation No. 679/2016 of the European Parliament and of the Council of April 27, 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 95/4/EC.

III. IMPLEMENTATION TERMS AND CONDITIONS

§ 1.

1. We conduct a Performance Campaign based on your order. The service is provided pursuant to these General Principles and applicable law. The order specifies in particular the duration of the Performance Campaign, Campaign budget and the agreed Performance Model.

2. Placing an order by the Advertiser for the execution of a Performance Campaign on terms and conditions agreed with Agora is tantamount to concluding a contract for its execution by Agora. However, you may cancel the launch in whole or in part on the following conditions:

a) a submission of an order cancellation does not have any financial consequences for you, provided that it occurs no later than 14 days before the agreed date of initiation of a given Performance Campaign,

b) if an order cancellation is received by Agora after the deadline specified in sec. 2a of this paragraph, but not later than four days before the agreed date of initiation of the Performance Campaign, Agora is entitled to charge a fee in the amount of 25% of the budget specified in the order, and if no budget has been specified – a fee in the amount of 25% of the order value,

c) if an order cancellation is received by Agora later than 4 days before the agreed date of initiation of the Performance Campaign, but prior to initiation of the order's execution, Agora is entitled to charge you with a fee amounting to 50% of the budget specified in the order, and if no budget has been specified – a fee in the amount of 50% of the order value,

d) if an order cancellation is received by the Agora after initiation of the order's execution, Agora is entitled to charge you a fee in the amount of 80% of the budget specified in the order, and if no budget has been specified – a fee in the amount of 80% of the order value, with the reservation that if a cancellation is received by Agora after the completion of 80% of the service, Agora is entitled to charge you with the full fee, i.e. the amount corresponding to 100% of the budget, and if no budget has been specified – with a fee in the full amount, i.e. corresponding to 100% of the order value.

Cancellation of an order in whole or in part must be effected in writing or by e-mail within the time limits specified above under pain of ineffectiveness. If the declaration of resignation is ineffective, the Advertiser is obliged to pay Agora the entire agreed fee, i.e. 100% of the budget specified in the order, and if no budget has been specified – 100% of the order value.

3. With a view to achieve the best outcomes of the Performance Campaign, the E-Commerce Team will execute the Campaign based on the following principles:

a) before initiating the Campaign, the E-Commerce Team will review the Landing Page and provide the Advertiser with any recommendations as to necessary modifications to the Landing Page allowing to meet the performance goals; the introduction of the recommended modifications is a prerequisite for the execution of the Performance

Campaign in the QV Performance Model, whereby the Landing Page verification can be carried out in two modes:

(i) the execution of the Campaign in the QV Performance Model with key performance indicators defined by the Advertiser is only possible provided that the Advertiser optimizes the Landing Page following the guidelines received from the E-Commerce Team,

(ii) should the Advertiser be unable to optimize the Landing Page, the execution of the Campaign in the QV Performance Model is possible only on the basis of key performance indicators set by the E-Commerce Team,

b) The E-Commerce Team will decide on dates, frequencies and locations of posting Advertisements and on the selection of the Advertisement to be disseminated from among the Advertisements provided by the Advertiser; these decisions do not need to be agreed with the Advertiser; Agora has the right not to post the Advertisement or suspend its dissemination, of which Agora will inform the Advertiser,

c) Agora does not guarantee an even utilisation of the budget during the execution of the Performance Campaign indicated in the order as well as an even distribution of the number of clicks throughout the duration of the Campaign, as actions taken may vary in intensity depending on the course of the Campaign,

d) The Performance Campaign may include, at the choice of the E-Commerce Team, all Products indicated by the Advertiser or only some of them,

e) The selection of tools used in the Campaign lies with the E-Commerce Team and does not require the Advertiser's approval.

3. If the Performance Campaign has not been fully executed for objective reasons in the period covered by the order, upon consultation with the Advertiser the duration of its execution is extended as appropriate.

4. Agora is entitled to subcontract services under the Performance Campaign to third parties, for whose actions and omissions it is responsible as for its own.

§ 2.

An order should be delivered to Agora no later than 10 working days prior to the scheduled initiation of the Performance Campaign.

§ 3.

1. Subject to sec. 2 below, materials necessary for the E-Commerce Team to prepare the Performance Campaign, including the Campaign's Brief, should be delivered by the Advertiser no later than 5 days prior to the planned Campaign initiation date.

2. You should deliver your advertisements ready for posting to Agora no later than 3 working days prior to the planned initiation of the Performance Campaign.

§ 4.

Technical specifications of an Advertisement ready for posting can be found in Appendix 1 to these General Principles entitled "Technical Specification of Advertisements to be Used in Performance Campaigns".

§ 5.

1. A failure to meet the deadline for delivering the order and any other formal shortcomings of the order release Agora from the obligation to perform it and from any liability that could arise on that account.

2. A failure to deliver advertising materials ready for posting within the time limit specified in item III § 3 is treated as an order cancellation and has the consequences specified in item III § 1 sec. 2. If as a result of the circumstances described in the above sections of this paragraph (untimely delivery of advertising materials) the Campaign initiation date is postponed with Agora's consent, Agora shall not be liable for compensation on account of non-performance nor obliged to refund the payment for the unperformed part of the order.

§ 6.

1. The Advertiser shall be responsible for ensuring correct operation of the Landing Page as well as the presence and proper functioning of the codes supplied by the E-Commerce Team within the Landing Page in a manner allowing Agora to implement the Performance Campaign on terms and conditions laid down in these General Principles. The Advertiser will ensure that the codes provided by the E-Commerce Team in the process of technological integration are not removed from the Landing Page during the cooperation period based on the order. Should the Landing Page not function properly or should the functionality tests of the codes provided by the E-Commerce Team fail, Agora shall be entitled to terminate the agreement concluded on the basis of the order with immediate effect and to demand payment by the Advertiser in the amount of 100% of the budget specified in the order, and if no budget has been specified – 100% of the order value.

2. The Advertiser shall ensure immediate implementation of all software updates and codes provided by the E-Commerce Team for the purpose of executing the Performance Campaign in accordance with the recommendations provided by the E-Commerce Team.

3. The Advertiser shall allow the E-Commerce Team to verify the information about the Products available on the Landing Page.

4. The Advertiser is obliged to ensure that the content of the Landing Page is consistent with the communication presented in the Advertisements, so that the users are not misled. Agora shall inform the Advertiser by e-mail about any planned modifications of the Landing Page at least two working days prior to the modifications' implementation date, so as to enable adaptation of the communication contained in the Advertisements.

5. The Advertiser shall be entitled to submit once (within a given Performance Campaign) corrections to the Advertisements used in the Campaign in order to optimize performance measures. Corrections should be submitted by e-mail no later than two days as from the initiation of the Campaign.

6. By providing the E-Commerce Team with the Advertisements, you authorize it to introduce necessary modifications to the Advertisements for the purpose of their use in the Campaign. Introducing the necessary technical modifications shall not require the Advertiser's approval; however, depending on the situation, the E-Commerce Team has the right to require such approval from the Advertiser.

IV. PAYMENTS

1. You can pay for the ordered execution of the Performance Campaign:

a) after its execution, on the basis of the invoice issued to you – payment in arrears within 14 days of issuing the invoice,

or

b) within another deadline agreed with Agora.

2. The settlement shall be effected in accordance with the Performance Campaign's execution statistics coming from the dissemination adserver used by Agora, on the basis of the Performance Model agreed in the order.

V. GENERAL PROVISIONS

§ 1.

1. Agora shall not be responsible for the content of the Advertisements.

2. It is the Advertiser's responsibility to ensure that the Advertiser has the right to use information, data, trademarks and any other items protected by law appearing in the Advertisements.

3. The Advertiser shall be obliged to ensure that:

a) it permanently has in the offer addressed to users (own or, respectively, the Advertiser's customer) a full set of Products to which the Performance Campaign applies in accordance with the offer presented on the Landing Page,

b) the obligations towards the users are fulfilled in accordance with the offer presented on the Landing Page by the Advertiser or, respectively, the Advertiser's customer, in accordance with applicable legal regulations, particularly those relating to consumer protection.

4. Placing an order is tantamount to your stating that the obligations provided for in sec. 2 and 3 of this paragraph have been fulfilled and that the ordered Campaign and Advertisements do not violate the law (including among others advertising bans, pertaining e.g. to gambling, alcoholic beverages, tobacco products or pharmacies, do not constitute an act of unfair competition or unfair market practices) and morality, as well as that placing the order does not violate the regulations on public procurement.

5. The Advertiser shall be liable for compensating any damages caused to Agora in connection with the Campaign, including the content or form of your Advertisement (including costs related to litigation or other legal proceedings and other justified expenses incurred in connection with third-party claims).

6. Placing an order for a Performance Campaign is tantamount to your approving that Agora shall transfer the data on the ordered Campaign to a research company for statistical purposes related to the study of the size of the online advertising market and that the research company shall use these data for purposes referred to above, as well as

to your representing that you are sufficiently entitled to grant the consent referred to in this paragraph. The provisions of this paragraph do not apply to the amount of fee due from you.

§ 2.

1. Agora, without incurring any liability on this account, may also:

a) refuse to post or suspend the posting of an Advertisement, or request changes to be made, if:

- the content or form of the Advertisement is contrary to the law, morality, the Website's programming policy or the nature of the publication, or other standards binding upon Agora, or

- a third party, a competent authority or an institution appointed to ensure compliance with the law or other standards has raised objections regarding your Advertisement,

b) refuse to post or suspend the posting of an Advertisement, if Agora does not receive payment for previously posted Advertisements or receives such payment with delay.

2. Telephone conversations regarding the placement or execution of orders may be recorded.

§ 3.

1. If, in connection with the execution of the Performance Campaigns:

a) Agora processes personal data the controller of which is the Advertiser or the Advertiser's customer, or

b) the Advertiser or the Advertiser's customer processes personal data of which Agora is the controller,

the Principles for the processing of personal data shall be regulated under a separate agreement.

2. Subject to sec. 1 and 3 below, the Advertiser or entities acting on the Advertiser's behalf or entities on whose behalf the Advertiser acts are forbidden to use any systems, scripts or codes that retrieve information about the Website users, their behaviour in relation to the Advertisements or in relation to the content disseminated on the Website's pages, as well as information about websites visited by the users (including information about the content of websites or information enabling their classification). In particular, it is prohibited to use scripts that track user interactions. In addition, Advertisements may not contain solutions that modify or read cookies. It is also forbidden to use the information referred to in the preceding sentences in the manner and for the purposes that go beyond the needs arising from the execution of the order relating to the Performance Campaign as part of which the information was obtained.

3. The Advertiser may apply to Agora to be granted consent to use scripts or codes referred to in sec. 2 of this paragraph within the scope of the Performance Campaign. The Advertiser shall be obliged to ensure that the data obtained in connection with the execution of the Campaign are used only within the scope of the consent granted, and in

particular are not used for purposes other than those for which they were obtained, in particular for illegal purposes.

4. Regardless of obtaining Agora's consent referred to in sec. 3 of this paragraph, the Advertiser, as the controller of the collected personal data separate from Agora, is obliged to independently ensure that the information referred to in sec. 1 of this paragraph is collected and used in accordance with applicable law. In particular, the Advertiser, on its own and at its own responsibility, ensures that the collection of information and its use is compliant with the regulations on the protection of personal data, in particular with the GDPR and with the provisions on the protection of privacy. The Advertiser may ask Agora for information whether Agora has solutions that could help the Advertiser fulfill certain obligations required by law. If Agora has such solutions at its disposal, Agora and the Advertiser may establish principles for the use of these solutions for the Advertiser's needs.

5. Violation of the restrictions or obligations set out in this paragraph constitutes a gross breach by the Advertiser of the contract (including the contract concluded by way of an order) between Agora and the Advertiser.

§ 4.

By concluding the contract (including by placing and accepting an order), the Advertiser agrees that Agora may use the advertising materials covered by the contract (including trademarks and names) free of charge for archival purposes, as well as for the promotion of Agora's websites or Agora's advertising services, in particular by their reproduction in print or digitally, circulation, public presentation, displaying, broadcasting, as well as making available to the public in such a way that everyone can access the materials in a place and time of their choice.

VI. COMPLAINTS

1. If you have any reservations as to the quality of the order's execution, please contact (e.g. by e-mail or phone) the salesperson who accepted your order immediately. We shall examine the complaint and provide you with a response no later than within 24 hours on working days. Should it prove impossible, we shall inform you immediately of this fact, indicating the final date for response.

2. Please submit your complaints on the first day of the dissemination in question, which will make it possible to introduce changes in subsequent launches as part of the Performance Campaign.

3. Complaints regarding the manner of disseminating the Advertisements should be submitted within the non-negotiable deadline of 7 days as from the date of the planned end of dissemination of a given Campaign as specified in the order. After this deadline, we will not consider any complaints and we will recognize that the Campaign in the given scope has been executed correctly and in accordance with the placed order or the concluded contract.

4. The compensation for damages caused by Agora shall not exceed the value of the fee for executing the Campaign in accordance with the order.

VII. PRINCIPLES OF PROCESSING PERSONAL DATA

1. The following information applies to processing personal data in connection with offering and provision of advertising services by Agora, including personal data provided by the Advertiser in relation to ordering the execution of a Performance Campaign, including on websites and in applications of the Gazeta.pl Group.

2. The controller of the personal data is Agora S.A. with its registered seat in Warsaw, ul. Czerska 8/10 (00-732) (hereinafter also referred to in this paragraph as the “Controller”), e-mail: biurooreklamy@agora.pl.

3. The Controller has appointed a data protection officer who can be contacted in all matters regarding personal data at the e-mail address: iod@agora.pl or at the address of the Controller’s seat.

4. Personal data shall be processed for the purpose of:

a) executing and settling orders (i.e. pursuant to Article 6 (1) (b) of the GDPR) – for this purpose the data shall be processed until the order is completed and settled;

b) fulfilling of legal obligations resting with the Controller related to the order, i.e. resulting primarily from legal provisions, including accounting and tax obligations (i.e. pursuant to Article 6 (1) (c) of the GDPR) – the data shall be processed for this purpose until these obligations have expired;

c) pursuing legitimate interests of the Controller consisting in the processing of personal data (i.e. pursuant to Article 6 (1) (f) of the GDPR):

– for marketing, analytical and statistical purposes – for these purposes, the data shall be processed until a justified objection is raised or a justified request to delete the data is submitted,

– for the purpose of establishing or pursuing possible claims or defend against such claims – for this purpose the data shall be processed until a justified objection is raised or a justified request to delete data is submitted,

d) contact regarding our offers – only if consent has been given for such contact to the provided e-mail address or by phone (i.e. pursuant to Article 6 (1) (a) of the GDPR). Such a consent may be withdrawn at any time (however, this does not affect the compliance of data processing before its withdrawal). For the purpose referred to in this item d), we shall process the provided data for the period until the consent is withdrawn or a justified request to delete the data is submitted.

The data processing period may be extended only if and to the extent that it is required by law.

5. Everyone has the right to object to the processing of personal data:

- in the case of processing personal data for the purpose of direct marketing (including profiling for such marketing);

- for reasons related to the special situation of the data subject, if the data is processed for the purpose indicated in sec. 4 c) above (i.e. pursuant to Article 6 (1) (f) of the GDPR).

6. The Advertiser also has the right to: access the content of the data and request their rectification, deletion, restriction of processing, obtaining a copy from the Controller (as per the contact details provided in sec. 2 of this paragraph) as well as the right to transfer personal data. The Advertiser also has the right to lodge a complaint with the body supervising compliance with the provisions on the protection of personal data, i.e. the President of the Personal Data Protection Office.

7. The provided personal data may be transferred to companies of the Agora Capital Group and entities rendering services to the Controller. The Advertiser's personal data may also be transferred to authorized bodies to the extent required by applicable law.

8. Providing personal data is voluntary, but in some cases it may be necessary for the performance of the Agreement.

9. In connection with the IT solutions we use, personal data may be entrusted for processing to a processor based in India. This country has not been included in the decisions of the European Commission regarding the recognition of an adequate level of personal data protection. Therefore, pursuant to Article 13 (1) (f) in connection with Article 46 of the GDPR and Decision of the European Commission No. 2001/497/EC on the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries, we have concluded an agreement with the processor corresponding to Package I of the Standard Contractual Clauses on the transfer of personal data from the Community to third countries.

10. You can find more about the principles of processing and protection of personal data in our Transparency Policy available at www.agora.pl https://www.agora.pl/media/polityki-agora/Polityka-przetwarzania-danych-osobowych_Agora.pdf.

11. Agora and the Advertiser are obliged to provide their representatives and persons employed by them (regardless of the legal basis of employment) whose personal data are to be disclosed to the other Party to the order as the data controller in connection with the submission and implementation of the order with the information indicated in Article 14 of the GDPR known to the providing Party.

VIII. FINAL PROVISIONS

1. These General Principles along with all attachments hereto are valid as from August 11, 2021.

2. Annex 1 – “Technical Specification of Advertisements in Performance Campaigns” available at <https://reklama.gazeta.pl/specyfikacja>