

**APPENDIX 2**  
to Cooperation Agreement of 31/2018  
by and between AS Mintos Marketplace and  
LeaseLink Spółka z Ograniczoną Odpowiedzialnością



**OPERATING LEASE AGREEMENT NO. LL-i-XXXXXX2018/1**

<b>PARTIES TO THE LEASE AGREEMENT</b>			
<b>LESSEE (LE):</b>		<b>LESSOR (LR):</b>	
<div>Company name Spółka z ograniczoną odpowiedzialnością with its registered seat in Warsaw (xx-xxx) at ul. .... ; NIP (tax identification number): 0000000000</div>		<div>LeaseLink Spółka z Ograniczoną Odpowiedzialnością, with its registered seat in Warsaw (04028) at al. Stanów Zjednoczonych 59, entered in the National Court Register by the District Court for Warsaw, 12th Economic Division of the National Court Register, under the number 00004777046, NIP (tax identification number): 5272698282</div>	
<b>REPRESENTED BY:</b>		<b>ROLE:</b>	
<div>.....</div>		<div>Management Board</div>	
<div>.....</div>		<div>Management Board</div>	
<b>MAILING ADDRESS:</b>		<b>REPRESENTED BY:</b>	
<div></div>		<div>.....</div>	
		<div>.....</div>	
<b>E-MAIL ADDRESS FOR INVOICING PUR</b>		<div>xxxx@xx.pl</div>	

<b>ASSET (A)/ CONDITIONS OF SALES AGREEMENT</b>							
<b>TYPE/NAME:</b>		<b>TOTAL NET A VALUE:</b>		<b>MANUFACTURER:</b>		<b>MANUFACTURING</b>	
<div>XXXXX</div>		<div>PLN 500.00</div>		<div></div>		<div></div>	
<b>SUPPLIER:</b>		<b>SERIAL NO.:</b>		<b>A DEPRECIATION RATE:</b>		<b>NO. OF ITEMS:</b>	
<div>XXXXXXX</div>		<div></div>		<div></div>		<div>1</div>	
<b>EQUIPMENT/ADDITIONAL PROPERTIES/ADDITIONAL CONDITIONS:</b>							
<div>As per sales agreement or sales invoice specified in Appendix A to LA – sales invoice</div>							
<b>A USE LOCATION/A LOCATION:</b>							
<div>Warsaw, ul. .... / 00-000</div>							

<b>LEASE PAYMENTS (NET) IN PLN / SCHEDULE</b>							
<b>ADMINISTRATIVE FEE (AF):</b>		<b>INITIAL PAYMENT (IP):</b>		<b>PERIODIC LEASE PAYMENTS (PLP):</b>		<b>RESIDUAL VALUE (RV):</b>	
<div>PLN 92.25</div>		<div>PLN 00.00</div>		<div>PLN 29.99</div>		<div>PLN 0.00</div>	
<b>LEASE TERM, NO. OF PLP:</b>							
<div>18 months</div>							
<b>PAYMENT DATE:</b>							
<div>by the 10th day of the Settlement Period <b>by LA expiry date</b></div>							
<b>COMMENTS:</b>							
<div>LR account No. (PLN): 1410202313273900XXXXXXXXXX</div>							

**GENERAL CONDITIONS OF LEASE AGREEMENT** Abbreviations used herein have been defined in the table above.

**Article 1. Definitions**  
The terms capitalised below used in LA or in other documents related to LA shall have the following meanings: **1.** Supplier or S – shall mean an entity specified by LE, from whom LR acquires A; **2.** Discounted Amount – shall mean the net sum of discounted RV and PLP that have not matured until the date of expiry or termination of LA. For discounting purposes, the compound interest formula is applied for periods such as the PLP payment periods specified in LA and 0.7 WIBOR 1 M as of the last business day of the month preceding the month in which LA expires or is terminated; **3.** Repair Provider – shall mean an entity repairing A in the case of Partial Damage; **4.** Settlement Period – shall mean the calendar month, the first of which shall begin immediately after the end of IUP; **5.** Lease Agreement Term – shall mean the definite period for which LA was concluded; it shall begin on the day of the conclusion of LA and end on the last day of the month in which the last PLP is due for payment; **6.** Periodic Lease Payment or PLP – shall mean the part of LR's consideration paid in respective Settlement Periods for transferring A for use and benefit; **7.** Administrative Fee or AF – shall mean a one-off cash payment made by LE to LR, representing a fee for administrative and preparatory activities related to the conclusion or preparation of LA; **8.** Base rate – shall mean the interest rate fixed by LR, based on the market interest rates; **9.** Collection Fee or CF – shall mean the flat-rate cost of debt collection activities initiated by LR or a third party on behalf of LR if LE fails to pay AF, PLP or IP in due time; **10.** Asset or A – shall mean the tangible assets or intangible assets selected by LE and identified in LA as depreciable which, in accordance with LA, are transferred to LE for use and benefit; **11.** Total Damage – shall mean damage to A so serious that it is impossible or economically unreasonable to repair it, having regard to the assessment of the insurance company; **12.** Partial Damage – shall mean any damage to A other than Total Damage; **13.** Lease Agreement or LA – shall mean the lease agreement concluded between LE and LR, including all appendices specified herein, which form its integral part; **14.** Sales Agreement or SA – shall mean an agreement concluded between LR and S, under which LR purchases A from S, or a sales invoice. The conditions of purchase of A laid down in SA form an integral part of LA, whereas the conditions of that agreement may be contained in a written VAT invoice documenting the sale; **15.** Residual Value or RV – shall mean the last part of LR's receivables in connection with the transfer of A for use and benefit, constituting the sales price of A to LE, if such a sales agreement is concluded after the expiry of the Lease Agreement Term; **16.** Asset Value or Initial Value – shall mean the net amount determined in accordance with the applicable regulations at the documented cost of acquisition of A by LR; **17.** Own Contribution – shall mean the sum of advances or deposits paid by LE directly to S for the sales price of A; **18.** Initial Payment or IP – shall mean the first part of LR's consideration for LE's use of A in IUP; **19.** Initial Use Period or IUP – shall mean the period between the date of receipt of A by LE and the last day of the month preceding the month of issue of the invoice covering the first PLP. 20. BIK - Biuro Informacji Kredytowej S.A. seated in Warsaw.

**Article 2. Subject matter of Lease Agreement**  
The subject matter of LA shall be the LR's transfer of A, acquired on the basis of SA, to LE for use and benefit, for a definite period, in return for payment of a financial consideration in the amount and on the dates specified in LA.

**Article 3. Asset**  
**§ 1. Asset acquisition and collection** **1.** Since LR acquires A according to instructions and on the conditions accepted by LE, LR shall be relieved of any liability for: (a) the selection of A and of the seller; (b) any material defects (physical or legal), except for the defects arising from circumstances for which LR is responsible; (c) the suitability of A for LE's business operations and LE's generation of the expected revenues from A. **2.** LE shall accept joint and several liability towards LR for the correct performance of their obligations by and towards the seller, up to the sales price of A specified in SA or in the order. **3.** LR shall authorise and oblige LE to collect A from S on their behalf. LE, at their own expense, shall be obliged to collect A with due diligence, taking into account the conditions of SA. LE shall authorise LR to: (a) transfer to S, on behalf of LE, the authorisation to return Own Contribution to LR; and (b) credit Own Contribution to AF or IP (transfer). LR may offset the obligation to return Own Contribution to LR with the obligation to pay S the sales price of A. **4.** The Parties agree that the benefits and burdens associated with A and the risk of its accidental loss or damage shall be transferred to LE as soon as such benefits, burdens and risks are transferred to LR as the buyer on the basis of SA. **5.** LE shall relieve LR of any liability in respect of the conclusion and the terms of the A sales agreement with regard to the guarantees and warranties offered by the manufacturer or the seller. LR shall transfer their rights as the buyer of A to LE, including the rights arising from guarantees and warranties, but excluding the right to withdraw from A sales agreement. **§ 2. Other rights and obligations of the Parties with regard to the Asset** **1.** LE shall overhaul and repair A at their own expense, with authorised service providers relevant for A and in accordance with the terms of SA, the warranty documents and the requirements of the insurer of A. LR shall not be obliged to provide a replacement of A. LE shall be liable towards third parties for any damage caused by A or in connection with A's possession or use. **2.** LE commits to directly cover all taxes, charges and other burdens relating to the ownership, possession or use of A, even if such taxes, charges and other burdens have not been expressly specified in LA. In the event that LR incurs the above-mentioned costs, LE shall reimburse LR immediately. In order to fulfill LE's obligations under LA, including in particular the obligations

**Article 4. Asset insurance**  
**§ 1. General provisions** **1.** LE shall be insuring A in their own name (the Policyholder), at their own expense and on their own behalf (the Insured) throughout the period during which LE shall be in possession of A. **2.** A shall be insured in respect of property risks, e.g. theft and vandalism, fire and other fortuitous events, up to the full market value, unless the detailed conditions of insurance provide otherwise (in the first year of insurance, the sum insured shall be equal to the price at which LR purchased A). **3.** LE shall be at any time obliged to perform all actions required in accordance with the provisions of the insurance contract, general terms and conditions of insurance, or applicable regulations necessary to rescue A and prevent or reduce its damage; to have the insurer initiate the damage liquidation procedure as soon as possible; and, in the case of Partial Damage to A, to have it repaired as soon as possible. LR shall not be liable for the date or manner of damage liquidation by the insurer, or for any refusal by the insurer to liquidate the damage. The terms and conditions of insurance contracts concluded by LE shall not give rise to any claims by LE against LR. Upon receipt of an extract from the terms and conditions of the insurance contract, LE shall be obliged to comply with them. **4.** LE shall be obliged to send a copy of the terms and conditions of the insurance contract to LR's e-mail address: link@leaslink.pl no later than 14 days after the conclusion of the policy. **5.** If LE breaches its A insurance obligation, LR may insure A in full by paying an insurance premium for LE and re-invoicing its costs to LE. In such case, LR may charge LE with a handling fee amounting to 15% of the insurance premium. The fee thus determined shall be increased by VAT. **6.** In each case, the consequences of LE failing to fulfil their A insurance obligation or to pay their insurance premium on time shall be borne by LE, excluding any liability on the part of LR. **§ 2. Partial Damages settling rules** **1.** In the event of a partial damage, LE shall be obliged to immediately report the damage to the insurance company in accordance with the terms and conditions of the insurance contract. **2.** The occurrence of partial damage shall not release LE from the obligation to pay PLP and other fees due to LR under LA. **3.** Whenever LE has a damage to A rectified, in particular by repairing A, in the manner contrary to the provisions of the A insurance contract, LE shall be fully liable for any damage they may incur as a result. In such a case, LE shall also not be entitled to any claim for the reimbursement of costs related to the rectification of the damage from LR. **§ 3. Total Damages settling rules** **1.** In the event of Total Loss, LE shall notify LR accordingly. In such case, LA shall expire in accordance with Article 6(2) of LA. LR shall then send LE a written confirmation of the expiry of LA. **2.** Upon receipt of indemnity from the insurer, LE shall be required to make an appropriate final settlement of the liabilities under LA. If the indemnity received by LR from the insurer, plus the net sale price of the salvage (if it exists and is sold before settlement) and minus the net amount of additional costs incurred by LR related to damage liquidation and the costs referred to in Article 4(3)(4) of LA, is higher than the Discounted Amount, LR shall be obliged to pay the surplus to LE, provided that LR may first set off the surplus against any outstanding principal and ancillary claims it may have against LE on any legal grounds. Otherwise, LE shall be liable to pay the difference to LR, irrespective of any principal and ancillary claims of LR against LE. **3.** If the insurer refuses to grant indemnity or fails to pay indemnity within 30 days from the date when LR sends LE a written confirmation of the expiry of LA, then, regardless of the reason of such insurer's decision, LR shall be entitled to request that LE pay the Discounted Amount, the net amount of the additional decummissioning costs incurred by LR due to damage liquidation, and the amount of the costs referred to in Article 4(3)(4) of LA. After the payment, LR shall be obliged to transfer the claims towards the insurer to LE upon LE's request. However, LR shall not be liable for any result of LE's assertion of the transferred rights, for the outcome of the potential court proceedings, or for the actual amount of the claim, including its existence. **4.** The amount referred to in Paragraphs 2 or 3 above shall be paid by LE within 14 days from the date of receipt of the request from LR. LE shall be liable for all costs associated with A or its salvage that may arise after the expiry of LA, including costs relating to insurance, storage and disposal of A or its salvage. If such costs are incurred by LR, LE shall immediately reimburse LR on the basis of an appropriate accounting document.

**Article 5. Asset Value, lease payments**  
**1.** Net Asset Value shall be the basis for the calculation of net IP, net PLP and net RV. If the finally determined Asset Value differs from the Asset Value assumed at the time of the conclusion of LA, the above-mentioned receivables may be changed accordingly by written notification of LE by LR, whereas it is permitted to notify LE on the document containing such receivables. Such a change shall not constitute an amendment of LA. All Lease Payments (AF, IP, PLP, RV), in net amounts, shall be increased by the value added tax calculated in accordance with the rates of that tax resulting from the applicable regulations. **2.** The amount of PLP shall be fixed, subject to Paragraph 11 below. **3.** LE shall be obliged to pay PLP in advance by the day of each Settlement Period specified in LA (and if such day is a statutory holiday, by the next business day), with the first PLP being paid on the day of the month following the month in which A was issued to LE, as stated in LA. LE's failure to collect A for reasons for which LE is responsible shall not relieve them of their obligation to pay PLP. **4.** All payments shall be made to the bank account of LR indicated in the last invoice issued by LR, whereas the payments, AF and IP, shall be made to the bank account of LR indicated in the comments regarding AF. The date of payment shall be the date on which the payment of LR's bank account is credited. **5.** All payments may be offset first against interest for delay and then against LR's oldest liabilities towards LE under any legal title or relationship, regardless of LE's instruction in the

The payment obligation, as a direct result of LA, shall exist regardless of the receipt of the VAT invoice by LE, which LR is obliged to issue under applicable regulations. Unless otherwise indicated in Article 7 of LA, in each of the Settlement Periods throughout LA's term, LE shall pay LR five zloty net as a lump sum fee for the preparation of accounting documents related to this LA (invoices/notes) in hard copy. **7.** LE's right to set off any outstanding claims towards LR against LR's claims towards LE shall be excluded, and any assignment by LE of their rights hereunder to a third party shall require written consent of LR. **8.** In the case of LE's delay in paying their cash liabilities, LR shall be entitled to charge LE with maximum interest for delay at the rate set out in the Act on payment terms in commercial transactions. **9.** LE hereby agrees to assign their claims for outstanding instalments and any costs and fees related to LA to third parties, including in particular Pragma Faktoring S.A. or Pragma Inkaso S.A. **10.** If the delay in payment exceeds 35 days, LR shall be entitled to charge LE with a Debt Collection Fee amounting to 10% of the debt balance as of the 35th day of delay. **11.** If the WIBOR 1 M rate is increased to 3% or to each subsequent percentage point, LR shall determine PLP on the basis of the current Base Rate, starting from the month following the month in which the WIBOR 1 M rate was increased.

## Article 6. Lease Agreement Term

**1. Commencement of Lease Agreement** **1.** LA shall be concluded when it is signed by both Parties, in accordance with their rules of representation vis-à-vis third parties. LR hereby confirms that in order for them to be effectively represented, LA shall always be signed by two persons authorised to represent LR or, if only one person signs LA and a copy of LA is left with LE, the conclusion of LA shall be confirmed in writing by the other person authorised to represent LR. **2.** If LA is not signed simultaneously by both Parties (including if it is signed by only one of the persons authorised to represent LR and a copy of LA is left with LE), LE, being the first to sign LA, shall extend to LR an offer of concluding LA in the wording adopted in the signed agreement and LE shall be bound by such an offer for the period of three months from the date of signature. If LR does not accept LE's proposal, Article 6(3)(3) shall apply accordingly. **2. Expiry and termination of Lease Agreement** **1.** LA shall expire in the following circumstances: loss of A, disappearance of A, irreparable damage of A, destruction of A or LR's withdrawal from SA due to a defect of A, on the basis of a prior written request from LE to LR to withdraw from SA. **2.** LE shall immediately notify LR in writing of the loss, disappearance, irreparable damage or destruction of A (in either case confirming it by a notification to the insurer or law enforcement or by a decision of the insurance company stating Total Damage of A). **2.** LE shall be required to indicate the location of the salvage of A. **3.** LA shall expire on the day of the event referred to in Paragraph 1 above and LE shall be obliged to pay the full amount of PLP for the month in which such event occurred. **4.** If LA expires for the reasons set out in Paragraph 1 above, in addition to LE's obligation to pay all PLP due by the date of expiry of LA, LR may claim from LE compensation amounting to the sum of all PLP provided for herein but not due by the date of expiry, less the benefits referred to in Paragraph 5 below. Payment shall be made within the time limit specified by LR in their written request. **5.** In determining the amount of compensation referred to in Paragraph 4 above, account shall be taken of the benefits of LR under insurance of A (provided that LR concluded an insurance contract under Article 4(5) of LA) and under the expiry of LA - such benefits being understood as the compensation received by LR from the insurer and, where applicable, the net price (exclusive of VAT) obtained by selling the salvage (damaged A) less the sales costs, costs related to the possession, prevention of loss or deterioration of A, that may have been incurred by LR from the date of expiry of LA until the date of sale of A. **6.** If A is composed of more than one tangible item, the Parties agree that a partial inability to use, or to use and benefit from a single item, caused by: theft of A, irreparable damage of A, destruction of A or loss of A, seller's default or improper performance of SA with regard to the item, shall not result in any of the Parties withdrawing from LA in whole or in part, pursuant to Articles 493 to 495 of the Civil Code, and the Parties shall continue to implement LA subject to the following effects: (a) in the case of partial inability to use or to use and benefit from a single item for the reasons specified above, LA expires or is terminated only in relation to such item, without affecting the Parties' mutual obligations with regard to the remaining items constituting A; (b) in the case of partial expiry or termination of LA, PLP shall be reduced accordingly, and a compensation obligation shall arise for LE due to early termination or expiry of the part of LA, under the procedure specified in Paragraph 4 of this Clause. **7.** If the Seller fails to perform SA or an order 14 days after the agreed deadline, or fails to perform or to fulfil its obligation to insure A under Article 4(1) of LA. **2.** If LA is terminated for the reasons set out in Paragraph 1 of this Clause, in addition to LE's obligation to pay all PLP due by the date of termination of LA, LR may claim from LE compensation amounting to the sum of all PLP provided for herein but not due by the date of termination, less the benefits referred to in Article 6(2)(5) of LA. Payment shall be made within the time limit specified by LR in their written request. **2.** In the case of termination of LA, AF shall not be refundable and if it is not paid, LE shall remain obliged to pay it. LE shall pay LR an administration fee amounting to PLN 50 net for each additional period set by LR, in accordance with the procedure set out in Paragraph 2(a) or (b) of this Clause. **3.** In the event of termination of LA, LE shall be obliged to return complete A immediately, no later than by the date specified by LR, at their own expense and risk, to the location specified by LR in Poland, together with all manuals and other documents relating to A, free from defects and free from any LE markings. **4.** LE hereby authorises LR to take all measures to recover A, including the right to enter the area and the premises of LE. At the same time, LE commits to reimburse LR for the costs of such measures within 7 days from the receipt of the bill. LE acknowledges and represents that the measures of LR, or of persons authorised by LR, under this procedure shall not constitute an unlawful breach of possession within the meaning of the provisions of the Civil Code. **5.** Until the receipt of A by LR, LE shall not benefit from it and shall be obliged to store and maintain it free of charge unless otherwise instructed by LR. **6.** In the case of LE's refusal or delay regarding the return of A, LE shall pay LR a contractual penalty amounting to 1/15th of the last gross invoiced PLP for each day of delay. **7.** If LA is terminated and in connection with the arising obligation to return A, LR shall have the right to dispose of A freely, in particular to sell it or provide it to a third party for use e.g. under a lease agreement, or to keep it for their own purposes. LR shall inform LE about keeping A for their own purposes in writing, whereas the absence of such notification shall imply, without the need of any further representations by LR, that LR failed to take over A for their own purposes. **5.** If, after termination of LA, the net sales price of A obtained by LR, or the net market value of A determined at the time of transfer of A to another LE, or the net market value adopted in the event of acquisition for LR's own use, after deduction of the net amount of the costs incurred by LR with regard to collection of A, its valuation, repair, removal of LE markings, insurance, storage and maintenance, irrespective of any other principal and ancillary claims of LR towards LE. **7.** The amount due specified in Paragraph 6 of this Clause shall be paid by LE within 14 days from the receipt of LR's request. **7.** Any disputes that may arise hereunder shall be settled by the common court of law in Gliwice or in Katowice, as LR may decide.

## § 4 End of Lease Agreement

**1.** LA shall end on the last day of the month in which the last PLP is to be paid. **2.** Upon the end of LA and LE's fulfillment of all their obligations hereunder towards LR, and without any ongoing delay in LE's fulfillment of all their obligations towards LR under other agreements entered into by the Parties, LE shall be entitled to purchase A for RV plus VAT at the rate determined by applicable regulations. LE hereby submits to LR an irrevocable proposal to purchase A after the end of the Lease Agreement Term for RV plus VAT at the rate determined by applicable regulations in force as of the acceptance of the proposal by LR, and if the proposal is accepted despite the situation referred to in § 4(4) of this Article, plus the gross costs of collection, valuation, repair, removal of LE markings, insurance, storage and maintenance of A. The proposal shall be binding for LE and it shall expire three months after the end of the Lease Agreement Term. LR shall be obliged to accept the above proposal of LE after the end of the Lease Agreement Term in the event where LE does not have any delay in fulfilling their obligations hereunder, or under any other agreements entered into by the Parties, towards LR. Until such amounts are paid, LR shall not be obliged to accept LE's proposal, but their right to accept it shall not be excluded. **3.** LR's written acceptance of the above-mentioned proposal shall imply the conclusion of a sales agreement for A on conditions specified in the proposal, taking into account Article 8(1) of LA. Together with the letter of acceptance, LR shall send LE a VAT invoice covering the sales price. **4.** If, given LE's delayed payment of the claims referred to in Paragraph 2 of this Clause to LR, LR does not accept LE's proposal within 21 days from the end of LA, provisions of § 3(4) of the current Article shall apply accordingly and LR's obligation to accept LE's proposal shall expire. **5.** If A is accepted for LR's own purposes as referred to in § 3(5) of this Article, the net market value of A shall be determined on the basis of a valuation by an expert value appointed by LR.

## Article 7. Additional provisions

**1.** Depreciation write-offs from A shall be made by LR. **2.** The amount of PLP specified in the Lease Agreement in the Lease Agreement Currency shall be fixed and it shall not change throughout the entire term of LA; however, it may be increased by additional liabilities of LR towards LE provided for in LA, including those resulting from Article 5(1) of LA, and subject to Article 5(11) of LA. **3.** When calculating the Discounted Amount, the compound interest formula shall be applied for discounting purposes for the periods such as PLP contribution periods specified in the Lease Agreement and 0.7 of the Base Rate adopted by the Parties for a given Lease Agreement for the calculation of the Periodic Lease Payments shall be applied, whereas in the event of termination of the Lease Agreement, 0.5 of the Base Rate shall apply. **4.** Whenever Windows 10 Pro, Microsoft® Windows 8 Pro, Windows 8.1 Pro, Windows 7 Professional, Windows Vista Business – OEM versions and Microsoft Office Professional 2016, Microsoft® Office Standard 2010, Microsoft Office Standard 2013, Microsoft Office Professional Plus 2010, Microsoft Office Professional Plus 2013 – OEM versions form part of A, the transfer of A for use together with the above-mentioned software shall require LR to acquire a free "Rental Rights" license separately for each copy of the software installed in A. LE confirms that they have been instructed by LR about: **(a)** the need to comply with the license provisions relating to the software installed in A, and commits to strictly abide by those provisions when using A; **(b)** Microsoft's failure to grant any warranty or guarantee for the above-mentioned software; **(c)** Microsoft's failure to grant any indemnity against third party claims; **(d)** Microsoft's lack of liability for the damages resulting from the use of the software; **(e)** the inadmissibility for LE to transfer the above-mentioned software to a third party for use and benefit, under liability for damages; **(f)** the inadmissibility for LE to grant sublicense to a third party to use the above-mentioned software, under liability for damages; **(g)** the expiry of the "Rental Rights" licence granted to LE at the time of acquisition of A, including the above-mentioned software. LE confirms that they accept the conditions set out in Paragraph 4 above and that they have no objections in this respect. **5.** LE hereby agrees to receive electronic invoices from LR in accordance with the Act of 11 March 2004 on value added tax (Dz.U. of 2016, item 710, as amended). I hereby choose the e-mail address mentioned in the preamble of the Agreement as the e-mail address to which electronic invoices shall be sent. **6.** The Parties agree that correspondence relating to LA, in particular requests for payment, shall be sent by LL to the e-mail address of LE presented in the preamble. **7.** Complaints, understood as LE's objections to the services provided by LR, may be submitted in the following form: **(a)** by e-mail at: reklamacje@leaselink.pl; **(b)** by filling in and sending the complaint form available at: www.leaselink.pl; **(c)** in writing, by mail or in person, at LR's registered seat; **(d)** verbally – by phone at (22) 113 14 46, or in person for the record at LR's registered seat. A change of the indicated addresses shall not constitute an amendment to the Agreement, but it shall require notification of the other party; regardless of that, at any time, current addresses shall be available on LR's website, i.e. www.leaselink.pl. Each complaint shall be considered by LR within 30 days from the date of its receipt. LR shall send a written reply to the e-mail address of LE indicated in this LA as their e-mail address, which LE requests and accepts without reservations. In particularly complex cases, which make it impossible for LR to consider the complaint and respond within the deadline specified above, within 30 days from the receipt of the complaint LR shall inform: **(a)** about the reason for the delay; **(b)** about the circumstances that need to be determined in order for the case to be considered; **(c)** about the expected date of consideration of the complaint, no longer than 60 days from the receipt of the complaint. **7.** LE confirms that the signature of the bill of lading or electronic bill of lading acknowledging receipt of A by the person authorised to collect it (designated by LE) shall be considered to be a confirmation that A specified in LA has been delivered to and accepted by LE on behalf of LR (acceptance report). By signing the above-mentioned acceptance report, LE shall confirm that: **(a)** A is in line with SA; **(b)** it has been inspected and found to have been delivered in full, i.e. complete, in good working order and suitable for operation; **(c)** LE knows the warranty period and accepts the terms of the warranty, if a warranty is granted with regard to the quality of A; **(d)** A shall be used by LE in accordance with LA at LE's registered seat. In the event of deficiencies or defects in A, LE shall be required to report them upon receipt of A and to immediately notify LE accordingly, no later than 14 days from the date of receipt of A. Possible comments or objections to the condition of A that relate to defects or deficiencies that do not prevent the use of A shall not release LE from the obligation to sign the acceptance report for A and to pay PLP. Payment of the first PLP by LE shall mean that LE has no objections to the condition of A and that LR shall not be liable for any claims arising from the condition of A.

## Article 8. Final provisions

**1.** In the case of sale of A to LE, the liability of LR under the warranty for physical defects of A shall be excluded. The material effect of a possible sales agreement for A to be sold to LE shall occur no sooner than upon payment of all amounts due under LA and under such sales agreement to LR. **2.** All correspondence between the Parties shall be sent to the addresses of the Parties indicated in LA recitals, or to such other address as the Party may specify in writing as the correspondence address. If the address for deliveries changes, the Party concerned shall notify the other Party in writing of such change. In the case of LR, the effect of the notification shall also be deemed to have been achieved by the Parties upon the delivery of an invoice relating to any charge hereunder and containing the new address. Letters delivered to the last indicated address of a Party, sent by registered mail or courier mail, shall be considered to have been properly delivered 7 days after the sending date, unless there is a prior confirmation of receipt. **3.** LE declares that any funds they may allocate to pay off their liabilities hereunder originate from legal sources and are not derived from any benefits resulting from a prohibited act. At the same time, LE consents to the fulfillment by LR of all obligations imposed on LR by the Act of 16 November 2000 on counteracting money laundering and terrorist financing (consolidated text: Dz.U. of 2016, item 299, as amended) and declares that in connection with such activities LE shall not raise any claims or allegations against LR. **4.** LE consents to LR submitting LE's personal data (query) to BIK in order to obtain information about LE, processed at BIK for creditworthiness assessment and credit risk analysis, and to the processing by BIK of LE's personal data submitted by LR in the query for those purposes, for the period not exceeding 2 years, including making such data available to banks, institutions authorised to grant loans by law, credit institutions and other entities authorised under the Banking Law of 29 August 1997. **5.** LE consents to LR submitting information about LE's liability hereunder to BIK and to the processing of such information by BIK until the consent is revoked, yet no longer than 5 years after the expiry of such liability, for creditworthiness assessment and credit risk analysis, including making such information available to banks, institutions authorised to grant loans by law, credit institutions and other entities authorised under the Banking Law of 29 August 1997. This consent also covers BIK's provision to LR of LE data processed by BIK for creditworthiness assessment and credit risk analysis during the term of LA concluded with LR. **6.** LE authorises LR to contact business information offices through BIK requesting disclosure of business information about LE's liabilities. **7.** Unless otherwise provided in LA, any amendments hereto shall be made in writing, otherwise they shall be deemed null and void, and to the extent not provided for therein, provisions of the Civil Code shall apply, in particular those governing lease agreements. In the event where after the conclusion of LA, in connection with the operations of LE, LE data are changed, resulting in the need to update it in LR's information systems, LE shall be obliged to update such data in LL Application Panel each time such data is updated. Otherwise, they shall be obliged to pay a fine amounting to fifty zloty net. **8.** LA and all appendices hereto have been drawn up in two identical copies, one copy for each Party. **9.** Whenever, as a result of a request submitted by LE in any form, LR takes action that they are not required to take under LA or by law, LR may receive additional consideration for such action in the amount set forth in the Additional Services List as of the date of the LE request. Current Additional Services List is always published at LR's website: <http://www.leaselink.pl/repository/TOIP.html>. When LR requests an activity from the Additional Services List applicable at the time the request is submitted, LE commits to pay the administrative fee resulting from the above-mentioned list and relating to the activity which the request concerns. Additional Services List does not form part of LA or a model applicable to its conclusion. Additional Services List may be amended by LR, and possible amendments to the List shall not be considered amendments hereto. **10.** LE agrees that LR may transfer their rights and obligations under LA to other entity, including separation of the part of their assets to such an entity. In the event where a relevant agreement is concluded to this effect, to which LE's separate consent shall not be required, LR shall notify LE of the transfer of rights and obligations and they shall indicate the entity and the bank account to which payments shall be made hereunder.

**SIGNATURES (the date of the conclusion of the Agreement shall be the date when the last of the following signatures is placed)**

PARTY:

**Lessor**

STAMP:

(optional)

DATE:

2017-01-13

SIGNATURES OF AUTHORISED REPRESENTATIVES:

(legible signature)

PARTY:

**Lessee**

STAMP:

(optional)

DATE:

2017-01-13

SIGNATURES OF AUTHORISED REPRESENTATIVES:

(legible signature)