

Agreement no.
Company certification – Polski Ślad Abroad

Signed (filled out by Towarzystwa Biznesowe S.A.)
between:

Towarzystwa Biznesowe spółka akcyjna [joint-stock company] with headquarters in Warsaw 02-009, Aleja Niepodległości 245/17, [REGIONAL COURT FOR THE CAPITAL CITY OF WARSAW IN WARSAW, 12TH ECONOMIC DEPARTMENT OF THE NATIONAL COURT REGISTER, KRS: 612370; initial capital in the amount of PLN 110,000.00; paid in full NIP [Taxpayer ID No.]: 7010574195, REGON: 364348959] [hereinafter referred to as: “TB SA”), represented by the President of the Board – Maciej Gnyszka Hereinafter referred to as “TB S.A.”
and

..... with headquarters
in

at ul., KRS [Business Register] NIP
[Taxpayer ID No.] REGON [Statistical Number],
[“Polski Ślad Abroad Member”),

represented by:
hereinafter referred to as the “Member”

hereinafter jointly referred to as the “Parties” and severally as a “Party”.

IN LIGHT OF THE FOLLOWING:

1. TB SA operates the Polski Ślad Abroad Project [hereinafter: “Project”) with the goal of:
 - a. promulgating the idea of economic and consumer patriotism through awarding of the Polski Ślad Abroad Certificate to companies that meet the requirements specified in the Terms and Conditions,
 - b. promoting certified companies,
2. The Polski Ślad Abroad Member has made efforts to become a part of the Project and declares that they meet the Terms and Conditions of participation in the Project,
3. TB SA has decided to grant membership in the Polski Ślad Abroad Project to the Company,

the Parties hereby sign this agreement [hereinafter: “Agreement”).

§1 Declarations of the Polski Ślad Abroad Member

1. In the event of company certification, the prospective Polski Ślad Abroad Member certifies that:
 - a. their company is registered outside of the borders of Poland.
 - b. their company's activity is not conducted in Poland and their sales of goods and services are not solely directed to consumers being Polish citizens
 - c. their company's owners are Polish citizens, or persons of Polish origin being citizens of other countries, who simultaneously cultivate Polish traditions, cooperate with Polish communities abroad and who have positive recommendations from institutions working within these communities.
2. Conditions a., b. and c. constitute the Conditions of participation in the Project.
3. The Polski Ślad Abroad Member is obligated to notify TB SA of their non-compliance with the Terms and Conditions of participation in the Polski Ślad Project, as defined in Section III, within 7 days upon first instance of non-compliance.
4. The Polski Ślad Abroad Member certifies the veracity of the data they have given and is aware of the criminal liability for false certification that could lead TB S.A. to unfavorably dispose of its own property or the property of others on account of being misled /art. 286 of the Polish Penal Code/.

§2 Terms and Conditions

1. The current Terms and Conditions defining the terms of cooperation between the Parties are appended to this Agreement.
2. TB SA shall give notice of changes in the Terms and Conditions of Polski Ślad, at least 14 days prior to the implementation of changes, on its website www.polskislad.pl and in e-mails to each of its Members, according to the e-mail address given in the Agreement, containing a list of changes to the Terms and Conditions.
3. If the Polski Ślad Abroad Member does not consent to a change of the Terms and Conditions, they shall be entitled to terminate the Agreement within one month of the date on which the Terms and Conditions were changed, with effect at the end of the month.

§3 Polski Ślad Abroad Mark

1. The "Polski Ślad Abroad" Mark constitutes the "Polski Ślad" trademark with the addition of the word "Abroad".
2. The "Polski Ślad" Mark is a logotype described in the Guidebook of the Polski Ślad Mark, available on the website www.polskislad.pl.
3. The "Polski Ślad" Mark is a registered trademark and is afforded legal protection.
4. TB SA is the sole owner of the Polski Ślad Mark.
5. To distinguish themselves from other companies, Polski Ślad Members are obligated to use the Mark according to the provisions of the Agreement and the Terms and Conditions.

§4 Fees

1. The amount of the fee depends on the number of a company's employees and the duration of cooperation between the Parties in the Polski Ślad Abroad Project.
2. Fee for first year of Membership in the Polski Ślad Abroad Project:

Table no. 1

STANDARD PRICE LIST FOR FIRST YEAR OF DURATION OF THE AGREEMENT RE. COMPANY CERTIFICATION	
NUMBER OF EMPLOYEES WORKING FOR THE COM- PANY	REGULAR PRICE
1 - 20	PLN 348.60
21 - 50	PLN 908.60
51 - 100	PLN 1,328.60
101 - 500	PLN 3,148.60
501 - 1000	PLN 5,668.60
1001 -< ...	PLN 9,868.60

3. Fee in successive years of the Polski Ślad Abroad Membership's duration:

Table no. 2

PRICE LIST UPON EXTENSION OF A COMPANY'S CERTIFICATION AGREEMENT	
NUMBER OF EMPLOYEES WORKING FOR THE COM- PANY	REGULAR PRICE <small>(INCLUDES 15% DISCOUNT ON REGULAR PRICE OF 1ST-YEAR MEMBERSHIP)</small>
1 - 20	PLN 296.31
21 - 50	PLN 772.31
51 - 100	PLN 1,129.31
101 - 500	PLN 2,676.31
501 - 1000	PLN 4,818.31
1001 - < ...	PLN 8,388.31

4. The Company declares that:
 - a. it employs[in words:]
 - b. this agreement is *(please mark that which applies)*:
 - the first
 - a subsequent
 agreement with TB SA concerning the Polski Ślad Abroad Project (amount of certificate fee dependent on duration of cooperation)

- c. commits to payment of the relevant fee in the net amount of (net amount in words:
.....] according to the price list above, within 7 days upon signing this agreement.
- d. and commits to payment of the verification fee in the gross amount of PLN 19.99 (in words: nineteen zlotys and ninety nine groszy).
5. The aforementioned payments shall be payable by the Polski Ślad Abroad Member by bank transfer to the bank account:
Account no: **93 2490 0005 0000 4520 1438 8101**
6. Starting from the third year of the Membership Agreement's duration, annual fees will be subject to revaluation. Revaluation shall take place in every subsequent year for which the Agreement is binding (in the month of January). The basis of revaluation will be the inflation rate announced by the President of GUS (Central Statistical Office of Poland) in the Polish Monitor for the previous calendar year. Revaluation does not constitute an amendment of this Agreement nor of the Terms and Conditions and does not require a written form ("annex" to this agreement).
7. Awarding of the Polski Ślad Abroad Certificate takes place after the certification fee is paid.
8. The fee that is paid is non-refundable at the time at which the Polski Ślad Certificate is granted and non-supplementable in the case of a change in the number of the company's employees during the year.
9. The Polski Ślad Abroad Member is obligated to pay the amount consistent with the price list given above.

§5 Duration of the Agreement

1. The Agreement is signed for a period of one year (with the possibility of extension after the next agreement is signed and the certification fee is paid).
2. Membership in the Project expires as a result of termination of the Agreement by the Polski Ślad Abroad Member or TB SA with effect at the end of the month. Fees paid by the Polski Ślad Abroad Member are non-refundable.
3. TB S.A. is entitled to terminate the Agreement with immediate effect in the event of failure to perform the obligation of notifying TB S.A. of non-compliance with the Terms and Conditions of participation in the Project as per **§ 1 par. 3**.

§6 Other provisions

1. The contents of this Agreement are confidential and its details shall not be disclosed to third parties.
2. Any changes to this Agreement must be made in writing or else void.
3. This Agreement is subject to Polish law, and the provisions of the Civil Code are applicable to all matters not regulated by this Agreement.
4. Any disputes that may arise over the Agreement's duration shall be settled by the Court with territorial jurisdiction over the headquarters of TB S.A.
5. This Agreement enters into force at the time of its signing by the Parties.
6. This Agreement has been drawn up in two identical copies, one for each Party.



TB SA

Agreement signing date:

Polski Ślad Abroad Member

Agreement signing date: