MODEL 1: COOPERATION REGULATIONS UNDER THE MODEL – DISTRIBUTOR (EXCLUSIVE DISTRIBUTOR)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These regulations define the standard terms of cooperation, order fulfillment, and the rules for verifying the quality compliance of goods manufactured and delivered by Power Gift (hereinafter referred to as the Supplier) to third parties acting as regional Distributors (hereinafter referred to as the Buyer). This model covers the distribution of Power Gift products on an exclusive basis within a specified region or sales channel, combined with marketing support and priority access to new collections and special products.
2. These terms constitute an integral part of every offer and sales or supply agreement executed by the Supplier, unless the parties, by way of individual, mutual written negotiations, agree otherwise.
3. Any general purchasing conditions (GPC) or contract templates used by the Buyer that are contrary to these regulations or grossly disturb the contractual balance between the parties are expressly excluded and shall not bind the Supplier without its express written consent. The Buyer's right to impose asymmetrical contractual penalties or automatic set-offs for logistical delays is excluded.
4. The granting of distribution exclusivity is governed in accordance with the provisions of European Union antitrust law (VBER Regulation). The Buyer undertakes not to engage in active sales in territories reserved for other partners of the Supplier.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and guarantees that all products and packaging delivered by it are designed and manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Supplier ensures compliance with the requirements regarding:

Chemical safety

Regulation (EC) No 1907/2006 (REACH) with regard to substances of very high concern (SVHC) and the restrictions set out in Annex XVII.

General product safety (GPSR)

Regulation (EU) 2023/988, ensuring product traceability and the availability of manufacturer data. If the destination country of distribution requires specific language markings on unit packaging, the obligation to implement them and the associated costs shall be borne by the Buyer.

Food contact

Regulation (EC) No 1935/2004 and related EU directives governing standards for ceramic products, plastics, and other materials intended to come into contact with food.

Technical standards and occupational health and safety

All relevant harmonized standards of the European Union applicable to the given product category.

MODEL 1 – DISTRIBUTOR: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Purchaser’s explicit request, the Supplier shall provide a standard package of technical and legal documentation required to place the product on the EU market, including:
    - Official Declaration of Conformity (DOC - Declaration of Conformity).
    - Instructions for use and product maintenance (if applicable).
2. In view of the protection of know-how and trade secrets, the Supplier shall not disclose full internal design files, production formulas, or detailed commercial data of

its subcontractors, unless such obligation arises directly from mandatory provisions of administrative or customs law.
3. The Supplier shall provide the Purchaser with the necessary basic company registration data and bank account numbers in order to properly carry out the supplier verification process (onboarding) in the Purchaser’s ERP-class systems.

4. PAYMENT TERMS AND FINANCES

1. Commercial prices are determined individually on the basis of the Supplier’s official price list or a dedicated offer and are quoted in PLN or EUR.
2. The standard payment term for Distributors is 30 days from the date of issue of a correct VAT invoice, unless the parties agree otherwise in a bilateral agreement. Exceeding this deadline entitles the Supplier to immediately suspend territorial exclusivity.
3. The Supplier does not consent to the unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Purchaser is not entitled to make unilateral deductions (set-offs) of any claims or alleged compensation claims from the current remuneration due to the Supplier, without prior conduct of a bilateral complaints procedure and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND GOODS RECEIPT

1. Unless otherwise agreed, deliveries are made under EXW terms (Incoterms 2020) from the Supplier’s warehouse or according to individually agreed rules (e.g. CPT/DDP).
2. The goods are packed in a manner ensuring safe transport. In the case of orders not meeting the logistical minimum for pallet transport, the Supplier ships in standardized bulk cartons via reputable courier companies. The scope of activities includes joint creation of a product launch schedule and training for the Purchaser’s team.
3. Acceptance of the goods by the Purchaser or the carrier and signing the delivery document (WZ/CMR) constitutes confirmation of quantity compliance and the absence of visible external defects in the bulk packaging.
4. The Purchaser is obliged to inspect the shipment for hidden defects within 7 business days from the date of delivery and to submit any complaints in writing under penalty of forfeiture of claims.

MODEL 1 – DISTRIBUTOR: Liability, Audits

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects of the delivered products.
2. The Supplier's liability arising from warranty, damages, and contractual penalties is limited to the net value of the given order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if this resulted from a Force Majeure event. Force Majeure means external events, independent of the parties, which could not have been foreseen or prevented (including i.a. wars, pandemics, acts of public authorities, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, the implementation deadlines shall be automatically extended for the duration of the obstacle. Neither party shall have the right to immediately terminate the contract on the grounds of Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to conduct a quality audit at the manufacturing plant only after the prior written agreement of the date (with at least 14 days' notice), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board are not permitted.

MODEL 1 – DISTRIBUTOR: Governing Law and Dispute Resolution

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Terms and Conditions and any agreements between the Supplier and the Purchaser shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved amicably by the parties through negotiations.
3. In the absence of an agreement within 30 days, the dispute shall be submitted for resolution to the competent Polish common court with local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 2: COOPERATION REGULATIONS WITHIN THE MODEL –

COMMERCIAL PARTNER (WHOLESALE COMMERCIAL PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These regulations define the standard terms of cooperation, delivery execution, and the principles of quality compliance verification of goods manufactured and supplied by Power Gift (hereinafter referred to as the Supplier) to Commercial Partners (hereinafter referred to as the Buyer). This model covers regular cooperation in the wholesale sale of Power Gift products on individually negotiated pricing terms, with professional marketing and logistics support.
2. These terms constitute an integral part of every offer and sales or supply agreement executed by the Supplier, unless the parties, through individual mutual negotiations in writing, agree otherwise.
3. Any general purchase conditions (GPC) or contract templates used by the Buyer that are contrary to these regulations or grossly violate the contractual balance of the parties are expressly excluded and shall not bind the Supplier without its explicit written consent. The Buyer in B2B wholesale trade does not acquire the right to return unsold goods of full value.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and warrants that all products and packaging supplied by it are designed and manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Supplier ensures compliance with the requirements concerning:

Chemical safety

Regulation (EC) No. 1907/2006 (REACH) with respect to SVHC substances and the restrictions set out in Annex XVII.

Packaging management (PPWR / BDO)

Bulk packaging meets heavy metal concentration limits (< 100 ppm). The Buyer shall be solely responsible, on its own behalf, for settling recycling fees and registering packaging waste (e.g. in the Polish BDO system) placed on the target market.

Food contact

Regulation (EC) No. 1935/2004 and related EU directives governing standards for ceramic products, plastics, and other materials intended to come into contact with food.

Technical standards and occupational health and safety

All relevant harmonized European Union standards applicable to the given product category.

MODEL 2 – COMMERCIAL PARTNER: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Buyer's express request, the Supplier shall provide a standard package of technical and legal documentation required for placing the product on the EU market, including:
   - Official Declaration of Conformity (DOC - Declaration of Conformity).
   - Instructions for use and maintenance of the product (if applicable).
2. In view of the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production recipes, or detailed commercial data of its subcontractors, unless such an obligation arises directly from mandatory administrative or customs law provisions.
3. The Supplier provides the Buyer with the necessary basic company registration data and bank account numbers in order to properly carry out the supplier verification (onboarding) process in the Buyer's ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. Commercial prices are set individually based on the Supplier's official price list or a dedicated offer and are quoted in PLN or EUR.
2. The standard payment term for regular Commercial Partners is 30 days from the date of issue of a correct VAT invoice, unless the parties agree otherwise in a bilateral agreement. Pursuant to Article 589 of the Civil Code, the Supplier reserves title to the goods until the invoice is paid in full.
3. The Supplier does not consent to unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Buyer is not entitled to make unilateral set-offs (compensations) of any claims or alleged damage claims from the current remuneration due to the Supplier, without prior mutual complaint proceedings and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND RECEIPT OF GOODS

1. Unless otherwise agreed, deliveries are made on EXW terms (Incoterms 2020) from the Supplier's warehouse or according to individually agreed rules (e.g. CPT/DDP).

2. The goods are packed in a manner ensuring safe transport. In the case of orders not meeting the minimum logistics requirement for pallet transport, the Supplier ships in standardized bulk cartons via reputable courier companies. The framework of cooperation includes regular sales analyses and promotional campaigns.
3. Receipt of the goods by the Buyer or carrier and signing the delivery document (WZ/CMR) constitutes confirmation of quantitative compliance and the absence of visible external defects of the bulk packaging.
4. The Buyer is obliged to inspect the shipment for hidden defects within 7 business days from the date of delivery and to report any complaints in writing under pain of forfeiture of claims.

MODEL 2 – TRADE PARTNER: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects in the delivered products.
2. The Supplier's liability for warranty claims, damages, and contractual penalties shall be limited to the net value of the order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for failure to perform or improper performance of obligations if this resulted from Force Majeure. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of public authority, natural disasters, strikes, global shortages of raw materials in the markets).
4. In the event of Force Majeure, performance deadlines shall be automatically extended by the duration of the obstacle. Neither party shall have the right to immediately terminate the contract due to Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to conduct a quality audit at the production facility only after prior written agreement on the date (with at least 14 days' notice), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board are not permitted.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Terms and Conditions and any agreements between the Supplier and the Buyer shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved by the parties amicably through negotiations.
3. In the event of a complete failure to reach agreement within 30 days, the dispute shall be submitted to the competent Polish common court having jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 3: TERMS AND CONDITIONS OF COOPERATION UNDER THE MODEL – EVENT PARTNER (EVENT PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These terms and conditions define the standard terms of cooperation, supply execution, and the principles for verifying the quality compliance of goods manufactured and delivered by Power Gift (hereinafter referred to as the Supplier) for event and conference organizers (hereinafter referred to as the Buyer). This model includes the delivery of unique, personalized gadgets for events, conferences, and trade fairs, together with support in planning and the possibility of brand exposure.
2. These terms and conditions form an integral part of each offer and sales or supply agreement executed by the Supplier, unless the parties, through individual, mutual negotiations in writing, agree otherwise.
3. Any general purchasing conditions (GPC) or contract templates used by the Buyer that are contrary to these terms and conditions or that seriously violate the contractual balance of the parties are expressly excluded and shall not bind the Supplier without its express written consent.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and guarantees that all products and packaging delivered by it are designed and manufactured in full compliance with the universally applicable laws and regulations of the Republic of Poland and the European Union.
2. In particular, the Supplier ensures compliance with requirements in the area of:

Chemical safety

Regulation (EC) No. 1907/2006 (REACH) with respect to SVHC substances and restrictions in Annex XVII.

Copyright to graphics and logos (Copyright Act)

The Buyer provides logos and event graphics, declaring that it holds full rights to them. Final approval of the digital design (proof) by the Buyer releases the Supplier from liability for errors in the content, wording, or color deviations (Pantone machine tolerance +/- 1 tone).

Food contact

Regulation (EC) No. 1935/2004 and directives governing ceramic products, plastics, and other materials for events (e.g., mugs, disposable tableware).

Technical standards and occupational health and safety

All applicable harmonized standards of the European Union relevant to the given product category.

MODEL 3 – EVENT PARTNER: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Buyer's express request, the Supplier shall provide a standard package of technical and legal documentation required to place the product on the EU market, including:
   - Official Declaration of Conformity (DOC - Declaration of Conformity).
   - Instructions for use and product maintenance (if applicable).
2. Due to the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production formulas, or detailed commercial data of its subcontractors, unless such an obligation arises directly from mandatory administrative or customs law.
3. The Supplier shall provide the Buyer with the necessary basic company registration data and bank account numbers in order to correctly carry out the supplier verification process (onboarding) in the Buyer's ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. Commercial prices are determined individually on the basis of the Supplier's official price list or a dedicated offer and are quoted in PLN or EUR.
2. Due to the purposeful and time-sensitive nature of event orders, the Supplier reserves the right to demand prepayment (advance payment) of up to 100% of the value before the start of the branding process. The standard payment term for deferred invoices is 30 days. In the event of cancellation of the event by the Buyer,

the Buyer is obliged to cover 100% of the production preparation costs incurred by the Supplier.
3. The Supplier does not agree to unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Buyer is not entitled to make unilateral set-offs (compensations) of any claims or alleged compensation claims from the current remuneration due to the Supplier, without prior bilateral complaint proceedings and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERY, AND GOODS RECEIPT

1. Unless otherwise agreed, deliveries are carried out under EXW terms (Incoterms 2020) from the Supplier's warehouse or according to individually agreed rules (e.g. CPT/DDP directly to the event venue).
2. The goods are packed in a manner ensuring their safe transport. In the case of orders not meeting the logistical minimum for pallet transport, the Supplier shall ship goods in standardized bulk cartons via reputable courier companies. The proposal for action includes joint development of gadgets and organization of the stand at events.
3. Receipt of the goods by the Buyer or the carrier and signing the delivery document (WZ/CMR) constitutes confirmation of quantity compliance and absence of visible external defects in the bulk packaging. Due to the non-negotiable event deadline (Article 492 of the Civil Code), verification of the goods must take place immediately upon receipt.
4. Quality and quantity complaints submitted after the end of the event will not be considered.

MODEL 3 – EVENT PARTNER: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven factory defects in the delivered products.
2. The Supplier's liability for warranty claims, damages, and contractual penalties is limited to the net value of the given order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if it resulted from a Force Majeure event. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including inter alia wars, pandemics, acts of state authority, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, the performance deadlines shall be automatically extended by the duration of the impediment. Neither party shall have the right to

immediately terminate the contract due to Force Majeure, provided that the delay does not exceed 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to conduct a quality audit at the production facility only after prior written agreement on the date (with a minimum 14-day notice), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board shall be inadmissible.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The governing law for the interpretation and performance of these Terms and Conditions as well as any agreements between the Supplier and the Buyer shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved by the parties amicably through negotiations.
3. In the absence of an agreement within 30 days, the dispute shall be submitted for resolution to a Polish common court having local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 4: TERMS OF COOPERATION UNDER THE MODEL – B2B CLIENT (CORPORATE B2B CLIENT)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This regulation sets out the standard terms of cooperation, delivery execution, and rules for verifying the quality compliance of goods manufactured and supplied by Power Gift (hereinafter referred to as the Supplier) to companies and enterprises ordering corporate goods (hereinafter referred to as the Buyer). This model covers the supply of professional personalized gadgets for internal (Employer Branding) or marketing purposes for B2B companies.
2. These terms form an integral part of each offer and sale or supply agreement executed by the Supplier, unless the parties, through individual, mutual negotiations in written form, agree otherwise.

3. Any general purchasing conditions (GPC) or contract templates used by the Buyer that are contrary to this regulation or grossly disturb the contractual balance of the parties are expressly excluded and shall not bind the Supplier without its express written consent.
4. The Supplier reserves the right to place photos of finished products bearing the Buyer's logo in its portfolio, catalogs, and on its website solely for the purpose of presenting branding capabilities, to which the Buyer consents.

2. COMPLIANCE WITH POLISH AND EUROPEAN UNION LAW (COMPLIANCE)

1. The Supplier declares and warrants that all products and packaging supplied by it are designed and manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Supplier ensures compliance with the requirements in the area of:

Chemical safety

Regulation (EC) No. 1907/2006 (REACH) with respect to SVHC substances and restrictions in Annex XVII.

Series production tolerances

In the series production of promotional gadgets, a quantity tolerance of +/- 3% is allowed for the delivery (resulting from machine processes and quality selection), and the Buyer pays for the actually delivered quantity.

Food contact

Regulation (EC) No. 1935/2004 in the case of office tableware, promotional mugs, thermoses, and kitchen articles for companies.

Technical standards and health and safety

All relevant harmonized European Union standards applicable to the given product category.

MODEL 4 – B2B CLIENT: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND ERP SYSTEM REGISTRATION

1. Upon the Purchaser's explicit request, the Supplier shall provide a standard package of technical and legal documentation required to place the product on the EU market, including:
    - Official Declaration of Conformity (DOC - Declaration of Conformity).
    - Instructions for use and product maintenance (if applicable).
2. Due to the protection of know-how and business secrets, the Supplier does not disclose full internal design files, production formulas, or detailed commercial data of its subcontractors, unless such an obligation arises directly from mandatory administrative or customs law provisions.
3. The Supplier provides the Purchaser with the necessary basic company registration data and bank account numbers in order to correctly carry out the supplier verification process (onboarding) in the Purchaser's ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. Commercial prices are determined individually on the basis of the Supplier's official price list or a dedicated offer and are quoted in PLN or EUR.
2. The standard B2B payment term for verified entities is 30 days from the invoice date, unless the parties agree otherwise. Entities placing their first order are subject to a prepayment procedure. The Supplier grants a 12-month warranty for hidden defects in the products, excluding natural wear and tear.
3. The Supplier does not consent to the unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Purchaser is not entitled to make unilateral deductions (set-offs) of any claims or alleged compensation claims from the current remuneration due to the Supplier, without prior conduct of a bilateral complaint procedure and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND GOODS RECEIPT

1. Unless otherwise agreed, deliveries are made on EXW terms (Incoterms 2020) from the Supplier's warehouse or under individually agreed rules (e.g. CPT with split-shipment option – B2B dropshipping to branches).
2. The goods are packed in a manner ensuring safe transport. In the case of orders not meeting the logistical minimum for pallet transport, the Supplier carries out shipments in standardized collective cartons via renowned courier companies. The activities include presentations of personalization and dedicated offers for corporate campaigns.
3. Receipt of the goods by the Purchaser or carrier and signing of the delivery document (WZ/CMR) constitutes confirmation of quantity compliance and the absence of visible external defects in the collective packaging.
4. The Purchaser is obliged to inspect the shipment for hidden defects within 7 business days from the date of delivery and to report any complaints in writing under penalty of forfeiture of claims.

MODEL 4 – B2B CLIENT: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects in the delivered products.
2. The Supplier's liability for warranties, damages, and contractual penalties is limited to the net value of the order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for failure to perform or improper performance of obligations if it resulted from a Force Majeure event. Force Majeure shall mean external events independent of the parties, which could not have been foreseen or prevented (including i.e. wars, pandemics, acts of public authority, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, delivery deadlines shall be automatically extended by the duration of the impediment. Neither party shall have the right to immediately terminate the contract due to Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to carry out a quality audit at the production facility only after prior written agreement of the date (with at least 14 days' notice), the audit agenda, and the signing of a confidentiality agreement (NDA).
2. Unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board are not permitted.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Terms and Conditions and any agreements between the Supplier and the Buyer shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved amicably by the parties through negotiations.
3. If no agreement is reached within 30 days, the dispute shall be submitted for resolution to a Polish common court having local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 5: REGULATIONS OF COOPERATION UNDER THE MODEL – EXCLUSIVE LICENSEE (LICENSING PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This regulation defines the standard terms of cooperation, order fulfillment, and the principles for verifying the quality compliance of goods produced based on the brands and intellectual property of Power Gift (hereinafter referred to as the Supplier/Licensor) for licensees (hereinafter referred to as the Buyer/Licensee). This model includes the creation and distribution of a series of products based on the Supplier's proprietary brands (e.g. *Animals Team*), with dedicated promotion and logistical support.
2. These terms constitute an integral part of every offer and sales, license, or supply agreement executed by the Supplier, unless the parties, through individual, mutual negotiations in written form, agree otherwise.
3. Any general purchasing conditions (GPC) or contract templates used by the Buyer that conflict with this regulation or grossly violate the contractual balance of the parties are hereby expressly excluded and shall not bind the Supplier without its explicit written consent. The Buyer has no right to modify the form, logos, or brand book (Brandbook) without the Supplier's written consent. The license is personal in nature – sublicensing and assignment of rights without the Supplier's authorization are prohibited.

2. COMPLIANCE WITH POLISH AND EUROPEAN UNION LAW (COMPLIANCE)

1. The Supplier declares and warrants that all designed patterns and brands are delivered in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Buyer carrying out production under the license shall ensure compliance with the requirements regarding:

Toy and children's standards (EN 71)

Production of products for children must strictly comply with the requirements of EN 71-1, EN 71-2, and EN 71-3. The costs of certification and laboratory tests shall be borne in full by the Buyer.

Chemical safety

Regulation (EC) No 1907/2006 (REACH) with regard to SVHC substances and restrictions in Annex XVII.

Food contact

Regulation (EC) No 1935/2004 in the case of applying licensed graphics to dishes, bottles, and containers. All designs before being placed on the market must receive quality approval from the Supplier's R&D department.

Technical standards and occupational health and safety

All applicable harmonized European Union standards relevant to the given product category.

MODEL 5 – LICENSEE: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Buyer's express request, the Supplier shall provide a standard set of technical and legal documentation confirming the right to use the trademark within the EU, including:
    - an Official Declaration of Conformity or an extract from the trademark register.
    - graphic instructions and guidelines (Brand Guidelines).
2. Due to the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production recipes, or detailed commercial data of its subcontractors, unless such obligation arises directly from mandatory provisions of administrative or customs law.
3. The Supplier shall provide the Buyer with the necessary basic company registration data and bank account numbers in order to properly complete the supplier onboarding process in the Buyer's ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. The terms for settlement of license fees (Royalties) and sales reporting are governed by a separate agreement. Prices of any semi-finished products are set on the basis of a price list or a dedicated offer and are quoted in PLN or EUR.
2. The standard payment term for commercial invoices is 30 days from the date of issue of a correct VAT invoice, unless the parties agree otherwise in a bilateral agreement. The Buyer is obliged to report quarterly the sales volume of products covered by the license.

3. The Supplier does not consent to any unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Buyer is not entitled to make unilateral set-offs (compensations) of any claims, commissions, or alleged compensation claims against the current remuneration due to the Supplier, without prior bilateral complaint proceedings and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERY, AND GOODS RECEIPT

1. Unless otherwise agreed, the delivery of goods or raw materials shall be carried out on EXW terms (Incoterms 2020) from the Supplier's warehouse or under individually agreed rules (e.g. CPT/DDP).
2. The goods are packed in a manner ensuring safe transport. In the case of orders not meeting the minimum logistics requirement for pallet transport, the Supplier shall dispatch shipments in standardized master cartons via reputable courier companies. The proposed actions include planning joint advertising campaigns and dedicated product series.
3. Acceptance of the goods by the Buyer or the carrier and signing the delivery document (WZ/CMR) constitutes confirmation of quantity compliance and absence of visible external defects of the master packaging.
4. The Buyer is obliged to inspect the shipment for hidden defects within 7 business days from the date of delivery and to report any complaints in writing, otherwise claims shall be forfeited.

MODEL 5 – LICENSEE: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier is liable for actual and proven manufacturing defects of the delivered raw materials or designs.
2. The Supplier's liability for warranty claims, damages, and contractual penalties is limited to the net value of the order in which the damage occurred. The Supplier shall not be liable for the Nabywca's lost profits (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if it resulted from a Force Majeure event. Force Majeure means external events independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of public authorities, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, the implementation deadlines shall be automatically extended by the duration of the obstacle. Neither party shall have the right to immediately terminate the contract due to Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier reserves the right to inspect and audit the Nabywca's accounting and warehouse records with respect to the turnover of the licensed product. The Supplier also allows a quality audit at its premises, only after prior written agreement on the date (with a minimum of 14 days' notice), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by the Nabywca without the express prior consent of the Supplier's Management Board are prohibited.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law governing the interpretation and performance of these Terms and any agreements between the Supplier and the Nabywca shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall first be resolved amicably through negotiations.
3. If no agreement is reached within 30 days, the dispute shall be submitted to a Polish common court having local jurisdiction for the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 6: REGULATIONS FOR COOPERATION UNDER THE MODEL – SALES AGENT (SALES AGENT)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These regulations define the standard terms of cooperation and the principles for representing the commercial offer of Power Gift (hereinafter referred to as the Supplier) by independent commercial Agents (hereinafter referred to as the Agent). This model includes representation of the offer in local markets, active acquisition of B2B clients, and organization of product presentations in exchange for a commission on sales.
2. These terms constitute an integral part of the agency agreement implemented by the Supplier, unless the parties, through individual, mutual negotiations in written form, agree otherwise.
3. Any contract templates used by the Agent that are contrary to these regulations are expressly excluded and shall not bind the Supplier without its express written consent. The Agent acts solely as an intermediary and is not authorized to conclude agreements on behalf of the Supplier or renegotiate financial terms without written

authorization from the Management Board. All entrusted samples and POS materials remain the property of the Supplier.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and warrants that the provided product samples are manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Agent, in the course of its activities, ensures compliance with the requirements regarding:

Personal data protection (GDPR)

Regulation (EU) 2016/679. All leads, contact data, and customer databases obtained by the Agent are the property of the Supplier. The Agent is obliged to sign a restrictive personal data processing agreement.

Principles of fair market conduct

The Agent represents the brand in accordance with the principles of business ethics and competition law, undertaking not to engage in competitive activity during the term of the agreement.

Chemical safety of samples

Compliance with Regulation (EC) No 1907/2006 (REACH) with respect to SVHC substances.

Technical standards

All applicable harmonized standards of the European Union relevant to the presented offer.

MODEL 6 – SALES AGENT: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. The Supplier provides the Agent with the necessary technical and marketing materials, including digital certificates and catalogs, covering:
    - Declaration of Conformity templates for end customers.
    - Instructions for use and training materials.

2. Due to the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production formulas, or detailed commercial data of its subcontractors, unless such obligation results directly from mandatory provisions of law.
3. The Supplier registers the Agent in its internal settlement and ERP systems based on the basic registration data of the Agent's company.

4. PAYMENT TERMS AND FINANCE

1. Commission terms are determined individually. The commission becomes due only on transactions successfully completed and fully paid by the end customer. Product prices in offers are stated in PLN or EUR currency.
2. Commission remuneration is paid after the end of the settlement month, on the basis of an invoice issued by the Agent with a payment term of 30 days. The Agent is obliged to maintain full confidentiality of commercial rates.
3. The Supplier does not agree to any unilateral demand to accelerate commission payment below the agreed deadlines.
4. The Agent is not entitled to make unilateral deductions (set-offs) of any claims or receivables from payments made by customers acquired by the Agent to the Supplier.

5. LOGISTICS, DELIVERIES, AND COLLECTION OF MATERIALS

1. Deliveries of samples and promotional materials for the Agent are carried out under EXW terms (Incoterms 2020) from the Supplier's warehouse or delivered directly by courier.
2. The goods are packed in a way that ensures their safe transport. The Agent receives ready-made sales tools, samples, and marketing support as part of the onboarding. Operational activities include training and setting commission targets.
3. Acceptance of demonstration materials by the Agent constitutes confirmation of receipt in a complete condition and free from external defects.
4. The Agent is obliged to take care of the entrusted assortment and report any damage to POS materials in writing within 7 business days.

MODEL 6 – SALES AGENT: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier is liable for manufacturing defects in products delivered to customers and finalized through the Agent's intermediation.

2. The Supplier's liability under the agency agreement is limited to the amount of the commission due for the relevant order to which the breach relates. The Supplier shall not be liable for lost profits of the Agent or customers (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if this resulted from an event of Force Majeure. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of state authority, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, settlement and performance deadlines shall be automatically extended by the duration of the obstacle. Neither party shall have the right to immediately terminate the agency agreement on the grounds of Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier reserves the right to verify the Agent's activity reports. Any meetings and operational audits shall take place upon prior written agreement of the date (at least 14 days in advance) and the meeting agenda.
2. Any unannounced inspections of sales activities or verifications of the Supplier's operational structures by entities affiliated with the Agent without the express prior consent of the Supplier's Management Board are not permitted.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Regulations and the agency relationship shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the business cooperation shall be resolved by the parties amicably through negotiations.
3. In the absence of agreement within 30 days, the dispute shall be submitted to the Polish common court having local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 7: REGULATIONS FOR COOPERATION UNDER THE MODEL – CO-PRODUCT CREATOR (CO-CREATION PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This regulation defines the standard terms of cooperation, delivery execution, and the principles for verifying the quality compliance of newly designed goods manufactured by Power Gift (hereinafter referred to as the Supplier) together with Project Partners (hereinafter referred to as the Buyer/Co-Creator). This model covers cooperation in designing new product lines tailored to market needs, sharing implementation costs, and long-term participation in profits.
2. These terms constitute an integral part of every research and development (R&D) agreement and implementation agreements performed by the Supplier, unless the parties agree otherwise through individual contracts.
3. Any terms and conditions used by the Buyer that are contrary to these regulations are hereby expressly excluded and shall not bind the Supplier without its express written consent. The proprietary copyrights to the resulting industrial designs shall be governed by a separate annex. Injection molds, dies, and industrial tooling physically remain at the Supplier's facility, and their transfer requires full settlement of amortization costs. Both parties are bound by a strict confidentiality agreement (NDA) with a contractual penalty for disclosure of technical drawings or CAD/CAM files.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and warrants that the jointly developed products and their packaging are designed and manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the parties, as part of the R&D process, ensure compliance with requirements in the areas of:

Ecodesign for sustainable products (ESPR)

Regulation (EU) 2024/1781. The jointly designed products must meet EU requirements for durability, recyclability, and minimization of the carbon footprint. The use of non-recyclable plastics is prohibited.

Chemical safety of materials

Regulation (EC) No 1907/2006 (REACH) with regard to SVHC substances and the restrictions in Annex XVII.

Food contact

Regulation (EC) No 1935/2004, where the newly designed item is intended for gastronomy or kitchen use.

Technical and occupational health and safety standards

All applicable harmonized European Union standards relevant to the given product category.

MODEL 7 – PRODUCT CO-CREATOR: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Co-creator's express request, the Supplier provides a standard package of technical and legal documentation required to place the product on the market within the EU, comprising:
    - Official Declaration of Conformity (DOC - Declaration of Conformity).
    - Instructions for use, laboratory test reports, and certification files.
2. In order to protect know-how and trade secrets, the Supplier does not disclose full internal design files, production formulas, or detailed commercial data of its subcontractors, unless such an obligation arises directly from mandatory administrative or customs law provisions.
3. The Supplier provides the Buyer with the necessary basic company registration data and bank account numbers in order to correctly carry out the supplier onboarding process in the Buyer's ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. The stage costs of industrial implementation and the division of profits are determined individually in a dedicated budget offer and are quoted in PLN or EUR.
2. The standard payment term for cost invoices (Milestones) is 30 days from the date of issuance of a correct VAT invoice, unless the parties agree otherwise in a bilateral agreement. Profit shares (Royalties) are settled periodically on the basis of approved accounting reports.
3. The Supplier does not agree to the unilateral extension of payment terms for implementation costs to 60 days or more.
4. The Buyer is not entitled to make unilateral set-offs (compensations) of any receivables against the current remuneration due to the Supplier, without prior completion of a bilateral complaint procedure and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND ACCEPTANCE OF PROTOTYPES

1. Unless otherwise agreed, deliveries of prototypes and sample batches are carried out on EXW terms (Incoterms 2020) from the Supplier's warehouse or according to individually agreed rules (e.g., CPT/DDP).
2. The goods are packed in a manner ensuring safe transport. In the case of orders not meeting the logistical minimum for pallet transport, the Supplier ships prototypes in

bulk cartons via courier companies. The proposed actions include the organization of creative workshops and joint budgeting.
3. Acceptance of the sample batch by the Buyer or the carrier and signing the delivery document (WZ/CMR) constitutes confirmation of quantity conformity and the absence of visible external defects.
4. The Buyer is obliged to inspect the shipment for compliance with the technical specification within 7 business days from the date of delivery and to submit any complaints in writing under penalty of forfeiture of claims.

MODEL 7 – PRODUCT CO-CREATOR: Responsibility, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects arising during serial production.
2. The Supplier's liability for warranty claims, damages, and contractual penalties is limited to the net value of the relevant order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if it resulted from a Force Majeure event. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of state authorities, natural disasters, strikes, global shortages of raw materials in the markets).
4. In the event of Force Majeure, performance deadlines shall be automatically extended by the duration of the obstacle. Neither party shall have the right to immediately terminate the contract on the grounds of Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to conduct a quality audit of the pilot line at the production facility only after prior written agreement on the date (with at least 14 days' notice), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board are prohibited.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The governing law for the interpretation and performance of these Terms and Conditions and any agreements between the Supplier and the Buyer shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall first be resolved amicably through negotiations.
3. In the absence of an agreement within 30 days, the dispute shall be submitted to the Polish common court having local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 8: REGULATIONS FOR COOPERATION UNDER THE MODEL – EXPORTER (INTERNATIONAL EXPORT PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These regulations define the standard terms of cooperation, delivery performance, and the rules for verifying the quality compliance of goods manufactured and supplied by Power Gift (hereinafter referred to as the Supplier) to foreign partners introducing goods to new markets (hereinafter referred to as the Buyer/Exporter). This model covers the introduction of Power Gift products to new international markets with logistical and strategic support from the Supplier.
2. These terms constitute an integral part of each offer and international sales or supply agreement executed by the Supplier, unless the parties, by way of individual negotiations in written form, agree otherwise.
3. Any general purchasing conditions (GPC) applied by the Buyer that are contrary to these regulations are expressly excluded and do not bind the Supplier without its express written consent. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention - CISG). The risk of exchange rate fluctuations lies entirely with the Buyer.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier represents and warrants that all products and packaging supplied by it are designed and manufactured in full compliance with the generally applicable laws and regulations of the Republic of Poland and the European Union.

2. In particular, the Supplier ensures compliance with the requirements in the following areas:

European Deforestation Regulation (EUDR)

Regulation (EU) 2023/1115. If the products contain wood-based raw materials (e.g., cardboard, paper hang-tags), the Supplier provides the necessary due diligence statements confirming the legality of the source material. The Buyer is responsible for verifying customs codes in the destination country.

Chemical safety

Regulation (EC) No. 1907/2006 (REACH) with regard to SVHC substances and the restrictions set out in Annex XVII.

Food contact

Regulation (EC) No. 1935/2004 and related EU directives governing standards for ceramic products, plastics, and other materials intended to come into contact with food.

Technical standards and health and safety

All applicable harmonized standards of the European Union relevant to the given product category.

MODEL 8 – EXPORTER: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Purchaser’s express request, the Supplier provides a package of technical and legal documentation required for customs clearance and product placement on the market, including:
    - Official Declaration of Conformity (DOC - Declaration of Conformity) and export documents.
    - Instructions for use (language versions agreed individually).
2. Due to the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production formulas, or detailed commercial data of its subcontractors, unless such an obligation arises directly from mandatory provisions of administrative or customs law.
3. The Supplier provides the Purchaser with the necessary basic company registration data and bank account numbers in order to correctly carry out the supplier onboarding process in the Purchaser’s ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. Export prices are determined individually based on the commercial offer and are quoted in EUR or USD.
2. The standard payment term for verified Exporters with an insured credit limit is 30 days from the date of issuance of the VAT invoice, unless the parties agree otherwise. In other cases, full prepayment or a letter of credit (L/C) applies.
3. The Supplier does not consent to the unilateral extension of payment terms to 60 days or more.
4. The Purchaser is not entitled to make unilateral set-offs (compensations) of any claims against the current remuneration due to the Supplier, without first conducting a mutual claims procedure and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND RECEIPT OF GOODS

1. Unless otherwise agreed, international deliveries are carried out under FCA or EXW terms (Incoterms 2020) from the Supplier’s warehouse. The obligation to file the export declaration in the customs procedure (AES/ECS) and customs charges rests with the Purchaser.
2. The goods are packed in a manner ensuring safe international transport. The Supplier ensures efficient international logistics and support in adapting the offer to local needs within the proposed actions.
3. Receipt of the goods by the Purchaser or the carrier and signing the delivery document (CMR/WZ) constitutes confirmation of quantitative conformity and the absence of visible external defects of the collective packaging.
4. The Purchaser is obliged to inspect the shipment for hidden defects within 7 business days from the date of delivery and to report any claims in writing, under penalty of losing the claims.

MODEL 8 – EXPORTER: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects in the delivered products.
2. The Supplier's liability in respect of warranty claims, damages, and contractual penalties is limited to the net value of the relevant order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for failure to perform or improper performance of obligations if this resulted from an event of Force Majeure. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or

prevented (including e.g. wars, pandemics, acts of public authority, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, the deadlines for performance shall be automatically extended by the duration of the obstacle. Neither party shall have the right to immediately terminate the contract on the grounds of Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to conduct a quality audit at the manufacturing facility only after prior written agreement of the date (at least 14 days in advance), the audit agenda, and the signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties are inadmissible without the explicit prior consent of the Supplier's Management Board.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The governing law for the interpretation and performance of these Terms and Conditions, as well as any agreements between the Supplier and the Buyer, shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved by the parties amicably through negotiations.
3. If no agreement is reached within 30 days, the dispute shall be submitted to the competent Polish common court having local jurisdiction for the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 9: RULES OF COOPERATION WITHIN THE MODEL – LOYALTY PROGRAM PARTNER (LOYALTY PARTNER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These rules define the standard terms of cooperation, delivery fulfillment, and the rules for verifying the quality compliance of goods manufactured and supplied by Power Gift (hereinafter referred to as the Supplier) to operators of loyalty programs (hereinafter referred to as the Buyer). This model covers the supply and production of

gadgets and premium goods as rewards in partners' loyalty programs, together with design and promotional support.
2. These terms constitute an integral part of every offer and framework supply agreement for rewards executed by the Supplier, unless the parties agree otherwise in writing.
3. Any general purchasing conditions (GPC) applied by the Buyer that are inconsistent with these rules are hereby expressly excluded and shall not bind the Supplier without its express written consent. A guarantee of reward stock availability requires precise forecast planning. The Supplier shall not be responsible for stock shortages if the Buyer exceeds the agreed monthly call-off limits by more than 15%.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and warrants that all rewards supplied by it are designed and manufactured in full compliance with the generally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Supplier ensures compliance with requirements in the area of:

Personal data protection (GDPR)

If the Supplier carries out direct shipping to the prize winner (B2C dropshipping), address data are transferred solely on the basis of a Personal Data Processing Agreement in a secure encrypted protocol and are permanently deleted from the Supplier's systems 30 days after delivery.

Chemical safety

Regulation (EC) No. 1907/2006 (REACH) with regard to SVHC substances and restrictions in Annex XVII.

Food contact

Regulation (EC) No. 1935/2004 for kitchen prizes, thermal mugs, and home accessories.

Technical standards and occupational health and safety

All relevant harmonized European Union standards applicable to a given product category.

MODEL 9 – LOYALTY PARTNER: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Upon the Buyer’s express request, the Supplier shall provide the standard package of technical and legal documentation for the rewards, including:
    - Official Declaration of Conformity (DOC - Declaration of Conformity).
    - Instructions for use and descriptions of rewards for catalogs.
2. Due to the protection of know-how and trade secrets, the Supplier does not disclose full internal design files, production recipes, or detailed commercial data of its subcontractors, unless such an obligation results directly from legal provisions.
3. The Supplier shall provide the Buyer with the necessary basic company registration data and bank account numbers in order to properly carry out the supplier onboarding process in the Buyer’s ERP-class systems.

4. PAYMENT TERMS AND FINANCE

1. Commercial prices of the rewards are determined individually based on the rewards catalog or a dedicated offer and are quoted in PLN or EUR.
2. Settlements are carried out on the basis of the actual release of goods from the warehouse (SLA) or package orders. The standard payment term is 30 days from the date of issue of the VAT invoice, unless the parties agree otherwise. The Supplier holds product liability insurance in the event of damages caused by a manufacturing defect.
3. The Supplier does not consent to the unilateral extension of payment terms to 60 days or more without financial equivalent.
4. The Buyer is not entitled to make unilateral set-offs (offsets) of any claims from the current remuneration due to the Supplier, without prior conduct of a mutual claims procedure and written acknowledgment of the claim by the Supplier.

5. LOGISTICS, DELIVERIES AND RECEIPT OF REWARDS

1. Unless otherwise agreed, deliveries are made on EXW terms (Incoterms 2020) from the Supplier’s warehouse or sent directly by courier (dropshipping to the winner).
2. The goods are packed in a manner ensuring safe transport. The Supplier provides support in developing the rewards catalog and designing gadgets tailored to the expectations of participants within the framework of proposed actions.
3. Acceptance of a batch of rewards or confirmation of receipt of the shipment by the winner constitutes confirmation of quantity compliance and the absence of visible external defects. Claims for damage in B2C courier transport require a damage report drawn up by the consumer.
4. The Buyer is obliged to report hidden defects within 7 business days from the date of discovery of the defect under the B2B claims procedure.

MODEL 9 – LOYALTY PARTNER: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be liable for actual and proven manufacturing defects in the delivered products.
2. The Supplier's liability for warranty claims, damages, and contractual penalties shall be limited to the net value of the relevant dispatched order in which the damage occurred. The Supplier shall not be liable for the Buyer's lost profits (lucrum cessans).
3. The Supplier shall not be liable for non-performance or improper performance of obligations if it resulted from a Force Majeure event. Force Majeure shall mean external events independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of state authorities, natural disasters, strikes, global shortages of raw materials on the markets).
4. In the event of Force Majeure, the performance deadlines shall be automatically extended for the duration of the obstacle. Neither party shall have the right to immediately terminate the contract on the grounds of Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Supplier shall allow authorized representatives of the Buyer to carry out a quality audit at the production facility only after prior written agreement of the date (with at least 14 days' notice), audit agenda, and signing of a non-disclosure agreement (NDA).
2. Any unannounced inspections, financial inspections, accounting audits, or administrative verifications by third parties without the express prior consent of the Supplier's Management Board are prohibited.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Terms and any agreements between the Supplier and the Buyer shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be settled by the parties amicably through negotiations.
3. In the absence of an agreement within 30 days, the dispute shall be submitted for resolution to the competent Polish common court with jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 10: TERMS OF COOPERATION UNDER THE MODEL – BUSINESS CONSULTANT

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This terms and conditions document defines the standard terms of cooperation and the principles for providing strategic and marketing advisory services by Power Gift (hereinafter referred to as the Supplier/Consultant) to business partners (hereinafter referred to as the Buyer). This model includes cooperation in the creation of marketing strategies using Power Gift products and advisory services in the implementation of new promotional solutions.
2. These terms and conditions constitute an integral part of each advisory and due-diligence agreement performed by the Supplier, unless the parties agree otherwise in writing.
3. Any general terms applied by the Buyer that are contrary to these terms and conditions are expressly excluded and shall not bind the Supplier without its express written consent. Cooperation absolutely requires the signing of a mutual non-disclosure agreement (NDA) before commencing any market analyses. The Buyer is prohibited from poaching the Supplier's employees (Non-Poaching) and permanent advisers during the term of the agreement and for 24 months after its termination, under penalty of a contractual penalty.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Supplier declares and warrants that the reports and market analyses provided are prepared in full compliance with the universally applicable laws of the Republic of Poland and the European Union.
2. In particular, the Consultant, within the consulting process, ensures compliance with requirements in the area of:

Nature of the obligation (Due diligence agreement)

In accordance with Article 734 of the Civil Code (mandate), the Supplier undertakes to prepare analyses diligently based on the best available knowledge, but does not guarantee the achievement of specific financial indicators (ROI/profit) of the Buyer’s business.

Protection of intellectual property of the methodology

All proprietary analytical tools, advertising strategy templates, and research methodologies remain the exclusive property of the Supplier and may not be resold or transferred to third parties.

Legal compliance

Compliance with current EU directives regulating the advertising and marketing market in the EU.

MODEL 10 – BUSINESS CONSULTANT: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. The Provider supplies the Buyer with dedicated reports and technical studies in digital form, including:
   - Official reports, trend analyses, and implementation plans.
   - Recommendations regarding the selection of promotional assortment.
2. In view of the protection of know-how and trade secrets, the Provider does not disclose its internal design files, raw material databases, or production technologies, unless such an obligation results directly from mandatory provisions of law.
3. The Provider registers the Buyer in its ERP systems on the basis of the basic company registration data provided, in order to ensure the efficient settlement of consulting stages.

4. PAYMENT TERMS AND FINANCES

1. Remuneration for consulting services (lump-sum, hourly, or project-based) is determined individually in the dedicated offer and stated in PLN or EUR.
2. The standard payment term for invoices for consulting stages is 30 days from the date of issue of the VAT invoice, unless the parties agree otherwise in a bilateral agreement. Full rights to use the prepared marketing strategy pass to the Buyer only after payment of 100% of the financial amounts due.
3. The Provider does not consent to the unilateral extension of payment terms for consulting invoices.
4. The Buyer is not entitled to make unilateral deductions (set-offs) of any claims or contractual penalties from the current remuneration due to the Provider, without the Provider's prior written acknowledgment of the claim.

5. LOGISTICS, WORKSHOPS AND COLLECTION OF DOCUMENTATION

1. Unless otherwise agreed, delivery of analyses and strategies is carried out electronically or in person at the address indicated by the parties.
2. Transfer of the documentation takes place in a manner ensuring its confidentiality and protection. The proposed activities include the organization of consulting workshops, preparation of dedicated market analyses, and support in implementing marketing strategies.
3. Acceptance of the strategy or report by the Buyer and signing the stage acceptance report constitutes confirmation that the service has been performed in accordance with the scope of the assignment.

4. The Buyer is obliged to submit any comments and corrections to the report in writing within 7 business days from the date of its receipt, failing which the stage shall be deemed fully accepted.

MODEL 10 – BUSINESS CONSULTANT: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Supplier shall be responsible for the accuracy of the data and the conformity of the analyses with the factual state as of the date of their preparation.
2. The Supplier's liability under the consulting agreement shall be limited to the net value of the given order (stage of the assignment) to which the breach relates. The Supplier shall not be liable for the Customer's lost profits or commercial losses resulting from business decisions made on the basis of the report (lucrum cessans).
3. The Supplier shall not be liable for failure to perform obligations if this was the result of a Force Majeure event. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of state authority, natural disasters, strikes).
4. In the event of Force Majeure, the deadlines for performance shall be automatically extended by the duration of the impediment. Neither party shall have the right to immediately terminate the contract due to Force Majeure, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. Any verification meetings and audits of marketing work progress shall take place only after prior written agreement on the date (with at least 14 days' notice), the meeting agenda, and subject to strict confidentiality (NDA).
2. Any unannounced financial inspections, accounting audits, or verifications of the Supplier's internal structures by the Customer are inadmissible without the explicit prior consent of the Supplier's Management Board.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Terms and Conditions and consulting agreements shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the business cooperation shall be resolved by the parties amicably through negotiations.
3. In the absence of an agreement within 30 days, the dispute shall be submitted to the Polish common court having local jurisdiction over the Supplier's registered office. The jurisdiction of foreign courts is excluded.

MODEL 11: RULES OF COOPERATION WITHIN THE MODEL – BRAND AMBASSADOR (BRAND AMBASSADOR / INFLUENCER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. These rules define the terms of cooperation and the principles of promoting the image of Power Gift (hereinafter referred to as the Supplier/Organizer) by influencers, opinion leaders, and media representatives (hereinafter referred to as the Ambassador). This model is based on building the brand image, promoting Power Gift products in social media channels and the media, and reaching new audiences in exchange for remuneration and access to exclusive products.
2. These terms constitute an integral part of every promotional and ambassador cooperation agreement, unless the parties decide otherwise through individual, written negotiations.
3. Any contract templates used by the Ambassador that are contrary to these rules are expressly excluded and do not bind the Organizer without its express consent. Within the framework of the contract, the Ambassador grants the Organizer an exclusive, time-limited, and territorially limited license to use the Ambassador's image in advertising materials. A restrictive Morality Clause applies – the right to immediate termination of the agreement without compensation if the Ambassador violates the law or good morals.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Organizer guarantees that the products provided are fully safe and compliant with the generally applicable provisions of the law of the Republic of Poland and the European Union.
2. In the course of implementing publications and campaigns, the Ambassador ensures full compliance with the requirements in the area of:

Advertising labeling and the Omnibus Directive

The Ambassador is legally obligated to clearly, legibly, and visibly label all materials and posts as “Advertising Material,” “Paid Partnership,” or “Sponsored,” in accordance with the guidelines of the President of UOKiK and EU regulations.

Transfer of copyright (Copyright Act)

The Ambassador transfers to the Organizer the economic copyrights to the created materials (photos, video, reels, posts) on the fields of exploitation specified in the agreement (Internet, press, POS) for the duration of the agreement and 12 months after its termination.

Chemical safety of entrusted items

Compliance with Regulation (EC) No. 1907/2006 (REACH).

Ethical standards of marketing

Compliance with legal standards concerning advertising and consumer protection.

MODEL 11 – BRAND AMBASSADOR: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. The Organizer provides the Ambassador with product specifications and campaign guidelines (Brief), including:
   - Description of the key features, certifications, and functional benefits of the products.
   - Key advertising slogans and the brand's Brandbook.
2. Due to the protection of know-how and trade secrets, the Organizer does not disclose full internal design files, formulas, or detailed commercial data of its suppliers and subcontractors.
3. The Organizer registers the Ambassador in its internal financial and accounting systems based on the provided company registration data or personal data (invoice/bill).

4. PAYMENT TERMS AND FINANCE

1. Remuneration (fixed, commission-based, or barter) is determined individually in the agreement and stated in PLN or EUR.
2. Payment is made after the completion of the package of publications specified in the schedule and delivery of a report on reach and engagement statistics (analytics from panels), based on an invoice/bill with a payment term of 30 days.
3. The Organizer does not consent to a unilateral request to accelerate payment without prior verification of the KPI.
4. The Ambassador is not entitled to make deductions (set-offs) of any claims from advertising budgets entrusted by the Organizer for the execution of paid campaigns.

5. LOGISTICS, DELIVERIES AND RECEIPT OF PRODUCTS

1. Deliveries of creative packages and premier products for the Ambassador are carried out under EXW terms (Incoterms 2020) or delivered directly to the specified address by courier.
2. The goods are packaged in a way that ensures their safe transport and aesthetic display. The proposed actions include the selection of appropriate ambassadors, the organization of joint advertising campaigns, and the regular delivery of promotional materials.
3. Acceptance of the products by the Ambassador constitutes confirmation of their receipt in a complete condition and suitable for media presentation.
4. The Ambassador is obliged to check the shipment and report any damage to the products within 7 business days from the date of delivery in order to exchange them for fully functional products.

MODEL 11 – BRAND AMBASSADOR: Liability, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Organizer shall be liable for manufacturing defects in products provided for promotional purposes.
2. The Organizer's liability arising from the performance of the ambassador agreement is limited to the total net value of the remuneration specified in the agreement. The Organizer shall not be liable for lost profits or declines in the Ambassador's reach (lucrum cessans).
3. The Organizer shall not be liable for failure to perform obligations if such failure resulted from a Force Majeure event. Force Majeure shall mean external events independent of the parties, which could not have been foreseen or prevented (including e.g. wars, pandemics, acts of public authorities, natural disasters, failures of global telecommunications networks and social media platforms).
4. In the event of Force Majeure, publication deadlines shall be automatically extended for the duration of the obstacle. Neither party shall have the right to immediately terminate the contract, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Organizer reserves the right to verify the authenticity of the Ambassador's profiles and statistics. Any audits of content and verification of publication plans shall take place after prior agreement on the agenda and dates.
2. Any unannounced inspections of the operational, financial, or production facilities of the Organizer by the Ambassador or his managers shall be impermissible.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The law applicable to the interpretation and performance of these Regulations and ambassador contracts shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from the commercial cooperation shall be resolved amicably by the parties through negotiations.
3. If no agreement is reached within 30 days, the dispute shall be submitted to the Polish common court having territorial jurisdiction over the Organizer's registered office. The jurisdiction of foreign courts is excluded.

MODEL 12: REGULATIONS FOR COOPERATION WITHIN THE MODEL – COOPERATING MANUFACTURER (CONTRACT MANUFACTURER)

1. GENERAL PROVISIONS AND SCOPE OF APPLICATION

1. This regulation defines the standard terms of industrial cooperation, delivery performance, and the principles of quality conformity verification of goods manufactured by external production facilities (hereinafter referred to as the Manufacturer) at the request of and according to the specifications of Power Gift (hereinafter referred to as the Supplier/Ordering Party). This model includes cooperation with manufacturers in the creation of new product lines, recurring production orders, and the implementation of innovative technological solutions.
2. These terms constitute an integral part of every framework production agreement, batch production orders, and OEM/ODM contracts, unless the parties agree otherwise in writing.
3. Any general terms and conditions of sale used by the Manufacturer that are contrary to this regulation are hereby expressly excluded and shall not bind the Ordering Party without its express written consent. Any penalties for delay or failure to comply with the regime are symmetrical and limited to the value of the given batch. Set-offs from invoices without an arbitration procedure are not permitted.

2. COMPLIANCE WITH POLISH AND EU LAW (COMPLIANCE)

1. The Manufacturer declares, warrants, and assumes full responsibility for ensuring that the entire production process and the raw materials used fully comply with the laws of the Republic of Poland and the European Union.

2. In particular, during the production line, the Manufacturer shall ensure compliance with the requirements in the area of:

Chemical restrictions and microplastics

Regulation (EC) No. 1907/2006 (REACH) with respect to the prohibition on the use of plasticizers (DEHP, DBP, BBP, DIBP < 0.1%), formamide in foams, and the ban on loose plastic glitter (EU Regulation 2023/2055 on microplastics). Violation of these standards results in the return of the batch at the Manufacturer's expense.

Labor rights and ethics (Code of Conduct)

An absolute prohibition on homeworking, forced labor, and the employment of persons under 15 years of age (Child Labour), in accordance with the conventions of the International Labour Organization (ILO).

Food contact

Regulation (EC) No. 1935/2004 with respect to maintaining machine sterility and the technological regime for ceramics and plastics.

Technical standards and occupational health and safety

All applicable harmonized standards of the European Union applicable to the industrial processes of the relevant category.

MODEL 12 – CONTRACT MANUFACTURER: Documentation, Payments, Logistics

3. QUALITY DOCUMENTATION AND REGISTRATION IN ERP SYSTEMS

1. Before commencing serial shipment, the Manufacturer shall provide a complete set of technical and laboratory documentation, including:
    - Test reports (TR) from independent certification bodies, raw material analysis certificates (BOM), and Declarations of Conformity.
    - Safety Data Sheets for chemical substances and adhesives (SDS).
2. In view of the protection of the rights of ownership and technology of the Ordering Party, the Manufacturer undertakes not to move or copy injection molds, dies, or CAD/CAM design files entrusted by the Ordering Party and to maintain full technological confidentiality.
3. The Ordering Party registers the Manufacturer in its ERP system on the basis of complete registration data in order to efficiently generate production orders.

4. PAYMENT TERMS AND FINANCE

1. Unit prices of production batches and tooling costs are determined individually in the execution agreement and quoted in PLN or EUR.
2. Payment for accepted batches shall be made within 30 days from the date of successful completion of the quality acceptance procedure (QA pass) in the warehouse and delivery of a correct VAT invoice, unless otherwise provided in the agreement. Any production defects shall result in suspension of payment for the defective part of the batch.
3. The Ordering Party does not consent to unilateral shortening of payment terms or demands for advance payments without prior technical acceptance.
4. The Manufacturer is not entitled to make unilateral set-offs of any claims from current settlements or to place liens on injection molds belonging to the Ordering Party.

5. LOGISTICS, DELIVERIES AND QUALITY ACCEPTANCE

1. Unless otherwise agreed, acceptance of the finished production batch shall be carried out under EXW terms (Incoterms 2020) from the Manufacturer's factory or delivered to the Ordering Party's central warehouse.
2. The goods are packed in a manner ensuring their safe pallet transport, in accordance with the logistics packaging specification. The proposed actions include regular design consultations, joint testing of new technologies, and implementation of innovations.
3. Receipt of the goods and signing the delivery document (WZ/CMR) constitute only confirmation of receipt of the physical number of pallets/cartons and do not constitute acceptance of the quality condition of the batch. Quality inspection (QA/QC) is carried out on the basis of the agreed AQL statistical standard.
4. The Ordering Party is obliged to report production and hidden defects within 7 business days from the completion of internal quality inspection in the destination warehouse.

MODEL 12 – COOPERATING MANUFACTURER: Responsibility, Audits, Law

6. LIABILITY AND FORCE MAJEURE

1. The Manufacturer bears full responsibility for actual, hidden, and proven design, workmanship, and material defects of the delivered products.

2. The Manufacturer's liability for workmanship defects is limited to the net value of the given production batch in which the defect occurred. Neither party shall be liable for the lost profits (lucrum cessans) of the industrial partner.
3. The parties shall not be liable for non-performance of production obligations if it resulted from a Force Majeure event. Force Majeure shall mean external events, independent of the parties, which could not have been foreseen or prevented (including i.a. wars, epidemics, natural disasters, strikes, sudden power outages, global disruptions in the supply of polymer raw materials).
4. In the event of Force Majeure, production deadlines shall be automatically extended for the duration of the obstacle. Neither party shall have the right to immediately cancel the order, unless the delay exceeds 60 consecutive calendar days.

7. AUDITS AND INSPECTIONS

1. The Ordering Party (or an independent third party indicated by it) has the right to conduct a quality audit and inspect the batch of goods before shipment at the manufacturing plant, after prior notice of at least 7 days and agreement on the agenda. Unannounced audits are excluded.
2. All inspections require the mandatory signing and observance of a non-disclosure agreement (NDA) regarding the industrial processes of the factory.

8. GOVERNING LAW AND DISPUTE RESOLUTION

1. The governing law for the interpretation and execution of these Regulations and any industrial cooperation agreements shall be exclusively the law of the Republic of Poland.
2. Any disputes arising from industrial cooperation shall be resolved by the parties amicably through engineering and commercial negotiations.
3. If no agreement is reached within 30 days, the dispute shall be submitted to the Polish common court having local jurisdiction over the registered office of Power Gift. The jurisdiction of foreign courts is excluded.