

QUESTIONNAIRE

In accordance with the intended cooperation of AB S.A. and the Company, within which the parties may enter into contracts of sale of goods offered by AB S.A., the Company provides to AB S.A. following information and Company agrees on the conditions stated below:

| | |
|---|--|
| Company name*: | (Full company name) |
| Registered office address*: | (Country, post code, city, street) |
| Address for delivery (when different from the registered office address): | (Country, post code, city, street) |
| Phone number*: | (With the country code e.g. +49) |
| Tax number*: | |
| Registration number (optional): | |
| Corporate e-mail address*: | (E-mail) |
| Website: | |
| What products or brands are you looking for?* | (Products or brands) |
| Acceptance of the electronic invoices (applicable only to companies established in the EU): | (E-mail) <input type="checkbox"/> The Company hereby accepts issuing and sending (incl. making available) by AB S.A. in electronic form in the meaning of article 2 paragraph 32) of Value Added Tax Act dated on 10th of March 2004 (VAT Act) and a binding effect of delivery of electronic invoices pursuant to article 106n paragraph 1 of VAT Act and article 232 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax. Electronic invoices will be issued in Polish language. Electronic invoices or (if applicable) notification of their issuance and of making them available by AB S.A. shall be sent to the e-mail address indicated above. The Company accepts the regulations on the use of electronic invoices at AB S.A., established by AB S.A. and available at: Regulations on the use of electronic invoices at AB Spółka Akcyjna. |
| Persons authorized to represent the Company*: | |
| Attachments | <p>Attachments:</p> <p><input type="checkbox"/> * Original or a duly certified copy, by the Company or by authorized person/-s of valid transcript from the National Court Register or any other document of similar character confirming the legal status of Company and personal data of person/-s authorized to represent the Company, and its shareholding structure and scope of activities, issued no earlier than 2 months before the completion of the questionnaire (if a valid transcript from the National Court Register or any other document of similar character does not indicate the personal data of person/-s authorized to represent the Company, original or a duly certified copy, by the Company or by authorized person/-s another document certifying the above)</p> <p><input type="checkbox"/> * Document confirming VAT taxable status</p> <p><input type="checkbox"/> * Acceptance of the sanction clause</p> <p><input checked="" type="checkbox"/> Orders questionnaire</p> <p><input type="checkbox"/> other: _____</p> <p>If the attachments to the questionnaire are provided in language other than English, AB S.A. may accept them provided that they are provided in a form that allows for copying and translation of the text through publicly accessible websites. If copying and translation of the text is not possible, the Company should provide the attachments to the questionnaire to AB S.A. with a translation into Polish or English language.</p> |

1. The Company declares that, to the best of their knowledge and belief, the information given in this questionnaire and copies of documents required by this questionnaire are true, correct, and complete.
2. All statements of intent contained in this questionnaire shall be binding on the Company and the Company agrees that the

- persons making statements of intent in the form of the questionnaire on its behalf are authorized to make such statements on its behalf unless it is proven that such declaration has been made by an identified unauthorised person known by name who bears responsibility for acting as alleged representative.
3. Subject to contrary contractual provisions, the Company may submit instructions only in documentary form, with signatures of authorised persons, in accordance with the information indicated in the questionnaire and the representation manner specified therein.
 4. If the Company will not pay the invoice in accordance with the payment term determined by the AB S.A. on the invoice, AB S.A. will be entitled to statutory interests for late payments and compensation for the recovery costs. The statutory interests and compensation for the recovery costs shall be determined in accordance with the Polish law.
 5. Company and AB S.A. agree that any dispute arising from the sales contracts concluded between the Company and AB S.A. is submitted to the jurisdiction of the court competent for the AB S.A.'s registered seat (in Poland).
 6. The sales contracts, which will be concluded between Company and AB S.A. are subject to Polish law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sales contracts concluded between the Company and AB S.A..
 7. The Company declares that the indicated e-mail address is the address to which correspondence related to the cooperation of the parties should be addressed by AB S.A.
 8. Products distributed by AB S.A. must be subject to export restrictions. The Company shall comply with applicable export control restriction laws and sanctions applicable to goods purchased by the Company from AB S.A., including US economic sanctions and export laws and regulations. In particular, the Company declares that, in connection with its commercial cooperation with AB S.A., it will not enter into contracts or otherwise do business with any third party or in any sanctioned country or territory (including but not limited to North Korea, Iran and other countries or restricted territories) that are the subject or target of any financial and economic sanctions or trade embargoes imposed by the government of Poland, the EU, the US government or other national governments, including but not limited to those imposed by the US government through the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, Bureau of Industry and Security ("BIS") of the U.S. Department of Commerce or the U.S. Department of State, United Nations, European Union or United Kingdom Security Council (collectively "Sanctions") without first obtaining the required license or other government authorization or in any way that would result in breach of the sanctions by the Company, AB S.A. or manufacturer of products purchased by the Company from AB S.A.. The Company shall immediately inform AB S.A. if the Company, a member of the Company's governing body, an employee or a subsidiary of the Company, as well as the Company's shareholder is subject to Sanctions. Products supplied to the Company by AB S.A. may not be used for any of the following activities: (i) military end use, including any activities related to: (A) weapons of mass destruction related activities; (B) nuclear chemical or biological weapons, (B) missile production; (ii) terrorist activities, as well as other activities specified by applicable laws or sanctions.
 9. In accordance with the provisions of Article 42(3), (4) and (11) of the Act of March 11, 2004 on Value Added Tax and Article 45a introduced by Council Implementing Regulation (EU) 2018/1912 of 4 December 2018 amending Implementing Regulation (EU) No 282/2011 as regards certain exemptions for intra-Community transactions, Intra-Community supply of goods is subject to value added tax at a rate of 0%, if the taxpayer meets the conditions set forth in these regulations. One of the conditions is to provide evidence that the goods subject to intra-Community supply have been exported from the national territory and delivered to the customer in the territory of a Member State other than the national territory. The taxpayer should document that 1) the goods actually arrived in the territory of a Member State other than the national territory and that 2) the goods were delivered to the customer indicated on the invoice. AB S.A. applies appropriate due diligence to provide evidence of compliance with the above conditions and requires its customers (purchasers of goods) to submit additional declarations that goods subject to intra-Community supply have been delivered to them. In order to provide evidence that the receiver of goods that are the subject of an intra-Community supply of goods is the entity indicated on the invoices, AB S.A. requires its customers to confirm receipt of goods purchased from AB S.A. In addition, if the delivery was made to a logistics center (external warehouse/HUB) indicated in the order, AB S.A. requires providing a copy of a documents confirming receipt of goods from such warehouse. AB S.A. introduced this requirement based on the position presented by the Polish tax authorities.
 10. In the event of a change in the persons authorized to represent the Company, the owners of the undertakings or their representatives and, in the case of legal persons, the persons authorised to represent them by law or by their instrument of incorporation, shall undertake to immediately inform the AB S.A. and supply the information requested.
 11. The Company declares that the Information on the Processing of Personal Data was provided to all persons to whom it should be addressed (in particular, persons authorized to represent the Company, persons authorized to place orders).

INFORMATION ON PROCESSING OF PERSONAL DATA

1. The administrator of the Company's personal data (if Company is self-employed natural person), persons authorised to represent the Company (if Company is legal person or an organizational unit, not having legal personality, which is granted

- legal capacity under the provisions of separate laws), persons authorized to place orders indicated in the Orders questionnaire, provided in the process of registration and collected in the course of cooperation from the Company or from other entities, including from publicly available registers and records is AB S.A. with its registered office in Magnice (55-040), Europejska 4 Street.
2. The Company's personal data is processed by the AB S.A.:
 - a. in order to establish and pursue commercial cooperation, including to register the Company in the Sales Portal, to provide services related to Sales Portal, e-sales, delivery, trade credit, conclusion and performance of sales contracts (legal basis - data processing is required to perform contracts with Company),
 - b. in order to document the cooperation with the Company after its termination and also in order to pursue possible claims resulting from the cooperation (legal basis - AB S.A.'s legitimate interest),
 - c. in connection with the keeping of accounting records in accordance with applicable laws (legal basis - performance of a legal obligation incumbent upon the AB S.A.),
 3. Personal data of the persons authorized to represent the Company, persons authorized to place orders indicated in the Orders questionnaire will be processed by the AB S.A. in order to establish, conduct and document trade cooperation with the Company, including the provision of services related to the Sales Portal, e-sales, delivery, trade credit, conclusion and performance of sales contracts (legal basis - AB S.A.'s legitimate interest).
 4. Providing the personal data is voluntary, but is necessary to start and conduct business cooperation, including the use of the above services. Personal data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: GDPR) and other applicable legislation.
 5. Personal data shall be processed throughout the period of cooperation between the Company and the AB S.A., and also after its termination - for the time necessary to achieve the purposes of their processing or fulfilment by the AB S.A. of the obligations imposed by law, and if the statute of limitations for claims arising from those purposes is longer - up to the expiration of the limitation period.
 6. Recipients of personal data may be carriers, forwarders, insurers and other entities cooperating with the AB S.A. (including manufacturers and suppliers of Products and subsidiaries of the AB S.A., IT service providers, as well as entities providing the AB S.A. with accounting, consulting services). Personal data may be transferred outside the EEA by the Controller. Such transfer may only take place to a country covered by a decision of the European Commission on the adequate protection of personal data and, in the case of other countries, solely to an entity that provides adequate safeguards for such data, in particular in the form of standard contractual clauses or on the basis of Article 49.1.b of the GDPR if the transfer is necessary for the conclusion or performance of a contract with the Company.
 7. Personal information of contact persons and persons authorized to place orders is provided by the Company or its designees.
 8. Subject to the regulations on personal data protection, data subjects are entitled to access their processed data, have it corrected, processing restricted, data portability, to request to have it deleted as well as the right to file a complaint with the President of the Personal Data Protection Authority. If processing relies on the AB S.A.'s legitimate interests, data subjects shall also be entitled to object to have their data processed as specified in the regulations on personal data protection.
 9. The above right vis-a-vis the AB S.A. may be exercised by data subjects by sending their requests to: rodo@ab.pl.
 10. The AB S.A. informs you that he has appointed a Data Controller whom you can contact on all matters concerning the processing of your personal data via the email address: rodo@ab.pl.

ACCEPTANCE OF THE SANCTION CLAUSE

In accordance with the cooperation of AB S.A. and the Company, within which the parties may enter into contracts of sale of goods or services offered by AB S.A., the Company agrees on the conditions stated below:

COMPANY NAME

AKCEPTACJA KLAUZULI SANKCYJNEJ

W ramach współpracy AB S.A. i Spółki, w ramach której strony mogą zawierać umowy sprzedaży towarów lub usług oferowanych przez AB S.A., Spółka wyraża zgodę na warunki określone poniżej:

NAZWA FIRMY

REGISTERED OFFICE ADDRESS (COUNTRY, POST CODE, CITY, STREET)

ADRES SIEDZIBY (KRAJ, KOD POCZTOWY, MIEJSCOWOŚĆ, ULICA)

SANCTION CLAUSE KLAUZULA SANKCYJNA

1. The Company shall not sell, supply, transfer, export or re-export, directly or indirectly, any goods or services purchased under or in connection with the cooperation with AB S.A. if such action is subject to restrictions resulting from applicable export control restriction laws and sanctions, including but not limited to US economic sanctions and export laws. The prohibition referred to in the preceding sentence shall apply in particular to sales, deliveries, transfers, exports and re-exports any goods or services to the Russian Federation or for use in the Russian Federation, including the goods that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine and to Belarus or for use in Belarus to the extent referred to in the provisions of Council Regulation (EC) No. 765/2006 concerning restrictive measures in view of the situation in Belarus and its involvement in Russia's aggression against Ukraine, and Article 4 of Council Regulation (EU) 2022/265 concerning restrictive measures in response to the recognition of the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine and the ordering of Russian armed forces into those areas. The Company shall undertake its best efforts to ensure that the above mentioned prohibitions is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Company shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the above mentioned prohibitions (hereinafter: "Sanction Clause").

2. Any violation of the Sanction Clause shall constitute a material breach of the terms of cooperation with AB S.A. and, in certain cases, also applicable law, and the AB S.A. shall be entitled to seek appropriate remedies, including, but not limited to:

- 1) termination of cooperation with the Company or termination of the Trade Collaboration Agreement (if applicable)
- 2) refuse to accept any purchase customer order and cancel all orders placed by Company without any liability towards the Company for doing so,
- 3) charge the Company with all the costs, disbursements, compensation and fees involved in the proceedings resulting from the Company's violation of the Sanction Clause, if AB S.A. will be obligated to pay any amounts resulting from such violation.

KLAUZULA SANKCYJNA

1. Spółka nie będzie sprzedawać, dostarczać, przekazywać, eksportować lub reeksportować, bezpośrednio lub pośrednio, jakichkolwiek towarów lub usług nabytych w ramach lub w związku ze współpracą z AB S.A., jeżeli takie działanie podlega ograniczeniom wynikającym z obowiązujących przepisów wprowadzających ograniczenia w zakresie kontroli eksportu lub sankcji, w tym między innymi w tym sankcji gospodarczych Stanów Zjednoczonych oraz przepisów i regulacji eksportowych. Zakaz, o którym mowa w zdaniu poprzedzającym dotyczy w szczególności sprzedaży, dostaw, transferów, eksportu i reeksportu jakichkolwiek towarów lub usług do Federacji Rosyjskiej lub do użytku w Federacji Rosyjskiej, w tym towarów objętych zakresem art. 12g Rozporządzenia Rady (UE) nr 833/2014 dotyczącego środków ograniczających w związku z działaniami Rosji destabilizującymi sytuację na Ukrainie oraz do Białorusi lub do użytku na Białorusi w zakresie, o którym mowa w przepisach Rozporządzenia Rady (WE) nr 765/2006 dotyczącego środków ograniczających w związku z sytuacją na Białorusi i udziałem Białorusi w agresji Rosji wobec Ukrainy, a także art. 4 Rozporządzenia Rady (UE) nr 2022/263 w sprawie środków ograniczających w odpowiedzi na nielegalne uznanie, okupację lub aneksję przez Federację Rosyjską niektórych niekontrolowanych przez rząd obszarów ukraińskich. Spółka dołoży wszelkich starań, aby wyżej wymienione zakazy nie zostały naruszone przez osoby trzecie w dalszej części łańcucha dostaw, w tym przez ewentualnych odsprzedawców. Spółka ustanowi i będzie utrzymywać odpowiedni mechanizm monitorowania w celu wykrywania zachowań osób trzecich w dalszej części łańcucha dostaw, w tym ewentualnych odsprzedawców, które mogłyby udaremnić wyżej wymienione zakazy (dalej: „Klauzula Sankcyjna”).

2. Naruszenie Klauzuli Sankcyjnej stanowi istotne naruszenie warunków współpracy z AB S.A., a w określonych przypadkach również obowiązujących przepisów prawa, a AB S.A. będzie uprawniona do dochodzenia odpowiednich środków zaradczych, w tym m.in. do:

- 1) zakończenia współpracy ze Spółką lub rozwiązania Umowy o Współpracy Handlowej (jeśli dotyczy)
- 2) odmowy przyjęcia jakiegokolwiek zamówienia oraz anulowania wszystkich zamówień złożonych przez Spółkę bez ponoszenia jakiegokolwiek odpowiedzialności wobec Spółki z tego tytułu,
- 3) obciążenia Spółki wszelkimi kosztami, wydatkami, odszkodowaniami i opłatami związanymi z postępowaniem wynikającym z naruszenia przez Spółkę Klauzuli Sankcyjnej, jeżeli AB S.A. będzie zobowiązana do zapłaty jakichkolwiek kwot wynikających z takiego naruszenia.

3. The Company shall immediately inform the AB S.A. about any problems in applying Sanction Clause including any relevant activities by third parties that could frustrate the purpose of the Sanction Clause. The Company shall make available to the AB S.A. information concerning compliance with the obligations under Sanction Clause immediately, no later than two weeks of the request of such information.

4. The Company hereby represents that:

- 1) the Company, members of its management and supervisory bodies are not subject to any sanctions, including trade embargoes or personal sanctions, imposed by the European Union, the United Nations Security Council or the United States of America or United Kingdom of Great Britain and Northern Ireland;
 - 2) no sanctioned entity is a beneficial owner of the Company within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC.
- In the event of a change in any of the statuses indicated hereinabove, the Company undertakes to submit an update of the declaration within 3 days.

ATTACHMENTS

letter of attorney (if applicable)

DATE

3. Spółka niezwłocznie poinformuje AB S.A. o wszelkich problemach w stosowaniu Klauzuli Sankcyjnej, w tym o wszelkich istotnych działaniach osób trzecich, które mogłyby udaremnić cel Klauzuli Sankcyjnej. Spółka udostępni AB S.A. informacje dotyczące wypełniania obowiązków wynikających z Klauzuli Sankcyjnej niezwłocznie, nie później niż w terminie dwóch tygodni od dnia żądania takich informacji.

4. Spółka niniejszym oświadcza, że:

- 1) Spółka, członkowie jej organów oraz osoby działające w imieniu Spółki nie są objęci indywidualnymi sankcjami nakładanymi przez Unię Europejską, Radę Bezpieczeństwa Organizacji Narodów Zjednoczonych, Stany Zjednoczone Ameryki lub Zjednoczone Królestwo Wielkiej Brytanii oraz Irlandia Północnej;
 - 2) żaden podmiot objęty sankcjami nie jest beneficjentem rzeczywistym Spółki w rozumieniu Dyrektywy Parlamentu Europejskiego i Rady (UE) 2015/849 z dnia 20 maja 2015 r. w sprawie przeciwdziałania korzystaniu z systemu finansowego w celach pieniężnych prania pieniędzy lub finansowania terroryzmu, zmieniającej rozporządzenie Parlamentu Europejskiego i Rady (UE) nr 648/2012 oraz uchylającej dyrektywę 2005/60/WE Parlamentu Europejskiego i Rady oraz dyrektywę Komisji 2006/70/WE.
- W przypadku zmiany któregokolwiek ze statusów wskazanych powyżej, Spółka zobowiązuje się do złożenia aktualizacji oświadczenia w terminie 3 dni.

ZAŁĄCZNIKI

pełnomocnictwo (jeżeli dotyczy)

DATA

**LEGIBLE SIGNATURE OF PERSONS AUTHORIZED
TO REPRESENT THE COMPANY**

**CZYTELNY PODPIS OSÓB UPOWAŻNIONYCH DO
REPREZENTOWANIA SPÓŁKI**

ORDERS QUESTIONNAIRE

| | |
|---|------------------------------------|
| Company name*: | (Full company name) |
| Registered office address*: | (Country, post code, city, street) |
| Acting on behalf of the Company, the person authorized to represent the Company hereby authorizes the persons indicated below to place orders and perform the following functions and hold the following authorizations at ABOnline (online sales system, available at: www.abonline.pl , through which the Company can order goods available in the AB S.A. offer "Sales Portal") | |

1. If the persons authorized to place orders indicated in the questionnaire are not authorized to represent the Company on the basis of the representation rule disclosed in the commercial companies register (the name of the register may vary depending on the company's state of incorporation), acting on behalf of the Company, the person authorized to represent the Company hereby authorizes the persons authorized to place orders indicated in the questionnaire to represent the Company in commercial relationship with AB S.A., which means (1) to determine the terms and conditions of trade cooperation with AB S.A., (2) to negotiate and conclude sales contracts with AB S.A., by submitting requests for proposals, determining conditions of sales contracts, placing orders for goods or accepting offers submitted by AB S.A. ("Power of Attorney"). Power of Attorney is valid until further notice. Polish law is the law applicable to the Power of Attorney.
2. The Company undertakes to immediately notify AB S.A. of the expiration of the authorizations granted in this Orders questionnaire.
3. The Company confirms that the Sales Portal's Regulations together with its attachments (including the documents referred to in the Sales Portal's Regulations) ("Regulations"), have been provided to the Company before signing the Orders questionnaire.
4. The Company has been notified that the Regulations are available on https://www.abonline.pl/content/files/rodo/regulamin_v2_en.pdf and the Company has permanent and free of charge access to the Regulations in a form, which enables downloading, saving and printing thereof.
5. The Company accepts the terms and conditions stated in the Regulations and agrees with the Privacy Policy available on the website https://www.abonline.pl/content/files/rodo/polityka_pr_v2_en.pdf and to accepts its conditions.