

**Framework Agreement
for the Provision of Printing Services (“Agreement”)**

Concluded on in

Between, with its registered office at

....., entered into the Register of Entrepreneurs – 12th Commercial Division of the National Court Register maintained by the District Court in, under KRS number; Tax ID (NIP); with share capital in the amount of PLN, represented by,
hereinafter referred to as the “CLIENT”

and

Wydawnictwo "Jedność", with its registered office in Kielce, ul. Jana Pawła II 4, 25-025 Kielce, REGON 290502834 and NIP 6570011469, established by decree of the Bishop of Kielce No. OG-2/90, having legal personality in accordance with the Regulation of the Ministry of the Interior and Administration of March 3, 2022 (Journal of Laws 2022, item 555), represented by Leszek Skorupa – Director of the Publishing House,
hereinafter referred to as the “CONTRACTOR”

hereinafter collectively also referred to as the “Parties”,

with the following terms and conditions:

§ 1.

Subject of the Agreement

Under the terms set forth in this Agreement, the Contractor agrees to provide printing services for the Client in accordance with the provisions of this Agreement and each time based on order forms prepared and mutually agreed upon separately for each job (the “Order”). The Client, in turn, agrees to accept the completed work and to pay the remuneration specified in the Agreement. The template for each Order is attached as Appendix No. 1 to this Agreement.

Any activities not covered by the Order shall be estimated and settled separately, based on separate arrangements between the Parties.

§ 2.

Rights and Obligations of the Parties

The execution of the subject of the Agreement shall be carried out in accordance with current technical knowledge, applicable legal regulations, and based on the Product Specification, which shall remain unchanged throughout the term of this Agreement, under penalty of contractual sanctions and termination of the Agreement, as outlined in Appendix No. 3 to this Agreement. The Contractor additionally undertakes to perform the services with the due diligence required for this type of work.

For the performance of all work covered by this Agreement, it is agreed that the basic color reference for prints made using process colors shall be a certified proof made in accordance with ISO 12647-2:2004.

The Client is obliged to approve electronic impositions, proofs, soft proofs, plot outputs, mock-ups, and print approvals submitted electronically via email. Approvals are made using Adobe Acrobat Professional version 9.0 or later, with the overprint preview function enabled.

The commercial terms of each order, including the deadlines for the completion of the subject of the Agreement, shall be specified each time in the Order signed by the Authorized Representatives of the Client and sent as a scanned copy via email to the following address:

..... The Contractor is obliged to confirm each Order by returning a signed scan of the Order, signed by the Authorized Representatives of the Contractor, via email to the address from which the signed Order from the Client was received, within 2 business days from the date of receipt of the Order. Returning the Order signed by the Contractor constitutes acceptance of the contents of the received Order and is equivalent to its acceptance for execution.

The Contractor hereby informs that the execution of the Order will take into account the current Production Schedules – meaning that if another client's order is already in progress on the production line, the delayed Order will commence only after the completion of the ongoing order.

The Client declares that they hold full copyrights, license rights, or industrial property rights to the materials provided to the Contractor, in particular to any works, trademarks, decorative marks, utility models, designs, or other creations contained therein, including those whose copyrights belong to other entities, and accepts full responsibility for their use by the Contractor within the scope of performing the Agreement.

The Contractor shall not be held liable for any damages incurred by the Client resulting from defects in the content or form of the submitted source materials.

If the Order, according to the knowledge and experience of the Contractor, specifies the method or material from which the product is to be made (e.g., type of paper, its weight) in a manner that threatens the aesthetics and the principles of printing art in the production of the product, the Contractor shall immediately notify the Client of this circumstance within 3 days from the date it occurs. The Contractor shall suspend the execution of the Order until confirmation or modification

of the parameters to allow for an aesthetically pleasing and technically correct product according to printing art principles. The deadline for completion of the Order shall be extended for the Contractor by the duration of such suspension.

The Contractor shall verify the completeness of the materials provided by the Client, their compliance with the order, and their technical suitability for production. In the event of missing materials necessary to perform the work, which are to be supplied by the Client, the Contractor shall immediately notify the Client of this fact, specifying what needs to be completed.

The Order is considered fulfilled when the Contractor delivers the print run covered by the Order to the addresses specified by the Client within the deadline agreed upon by the Parties.

The Parties commit to loyal, diligent, and careful cooperation in carrying out the subject of the Agreement.

In the event of a delay by the Contractor in the execution of a specific Order, the Client has the right to demand a contractual penalty of 1% of the gross value of the Order for each day of delay.

If the delay in the execution of the Order exceeds 14 days, the Client shall be entitled to submit a declaration of withdrawal from the Agreement with respect to the unfulfilled Order. The Client may also submit a declaration of immediate termination of the entire Agreement.

In the event that the Contractor fails to perform the accepted Order or performs it in a manner inconsistent with the Product Specification, the Client has the right to claim a contractual penalty amounting to 100% of the gross value of the Order. This penalty may be deducted from the Client's current liabilities to the Contractor arising from completed Orders.

The Client may, while retaining the right to impose contractual penalties, also commission the execution of the Order to a third party at the Contractor's expense, up to an amount not exceeding the value of the Order. The Parties agree that, due to technological constraints, the printing of at least 99% of the ordered quantity will be considered proper fulfillment of the Order and will constitute the basis for payment of the full remuneration, proportional to the number of copies actually produced.

§ 3. **Force Majeure**

1. The Parties shall be released from liability for the performance of their obligations in the event of circumstances caused by force majeure.
2. Force majeure shall mean sudden, unforeseeable, and unavoidable circumstances despite exercising due diligence, in particular: floods, fires, interruptions in utility supplies (e.g., electricity) lasting continuously for more than 48 hours and caused by reasons beyond the control of the party affected by the power outage, acts of war, pandemics, mass riots, roadblocks and border crossing closures, as well as strikes domestically and abroad that prevent the parties from fulfilling their contractual obligations despite timely obtaining

relevant information and taking appropriate actions. Force majeure also includes orders issued by competent authorities prohibiting business activities (including production and commercial activities) to the extent they affect the given party, provided that such prohibitions are not caused by circumstances for which the party itself is responsible, including breaches of law by that party.

3. A party intending to invoke the effects of force majeure must, under the risk of losing such rights, promptly inform the other party immediately after becoming aware of the occurrence of the force majeure event.
4. In the event of force majeure circumstances, the Parties shall cooperate to find a possible alternative solution for the party affected by the force majeure, so that the fulfillment of the contractual provisions becomes possible.

§ 4.

Order

An integral part of the Agreement is the Order Form, which constitutes Appendix No. 1 to the Agreement.

The terms and conditions specified in the Agreement shall be applied to the execution of individual Orders.

§ 5.

Acceptance of the Subject of the Agreement

The acceptance of the subject of the Order shall take place at the delivery point indicated by the Client, unless the content of the Order provides otherwise.

The acceptance of the subject of the Agreement shall be confirmed by an Acceptance Protocol constituting Appendix No. 2 to the Agreement or based on the Delivery Note (hereinafter referred to as WZ), generated from the CICERO production management system.

§ 6

Warranty

The Contractor is fully responsible for the quality of the delivered products as specified in the Order. Accordingly, the Contractor bears liability for the performance of the subject of the Agreement under the warranty for physical defects.

The warranty period is 90 days from the date of receipt of the goods based on the Acceptance Protocol.

The Contractor shall examine submitted complaints promptly, based on a completed complaint form (Appendix No. 5 to this Agreement) sent by e-mail to the appropriate sales representative, but no later than within 14 days from the date the defect was reported.

Complaints should be submitted in writing and delivered in person or sent by registered mail, with additional notification by fax or email.

In the event that defects in the subject of the Agreement are discovered during the warranty period, the Contractor is obliged to remedy the defects within an appropriate deadline (agreed with the Contractor) or to grant an agreed discount (price reduction).

After the aforementioned warranty period, any liability of the Contractor related to the performance of the Order shall be irrevocably waived, and the Client acknowledges the debt arising from the acceptance of the produced print runs.

§ 7

Remuneration

The remuneration for the goods delivered to the Client shall be payable by bank transfer to the Contractor's bank account within the time frame and under the terms specified in the order form, counted from the date of issuance of the VAT invoice for the respective Order, which shall not occur earlier than the day of the Order's execution.

The Client undertakes to pay the Contractor remuneration for the performance of the subject of the Agreement in the amount calculated based on the submitted offer, also indicated in the Order. The remuneration includes:

Production in accordance with the Technical Specification,

Submission of ozalids/softproofs of the entire work and colour samples (3 proofs of the cover and 2 proofs of selected inner pages).

Packaging of the products in accordance with the specification included in the Order.

Shipment of sample copies to

..... with delivery as specified in the schedule outlined in the Order.

The net price shall be increased by VAT at the rate applicable in the Republic of Poland on the date of invoice issuance.

Payment of the remuneration shall be made to the bank account number indicated on the VAT invoice.

If the Client fails to pay the remuneration specified in paragraph 2 within the deadline set out in paragraph 1, the Contractor may charge statutory interest for each day of delay on the next note or

invoice issued to the Client. The payment date shall be deemed the date on which the Contractor's bank account is credited.

§ 8

Confidentiality

The Parties undertake to keep all terms and conditions of the Agreement confidential and not to disclose them to third parties without the prior written consent of the other Party.

The Parties also undertake to keep confidential all information concerning the other Party that has not been disclosed to third parties and constitutes a trade secret within the meaning of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws No. 47, item 211, as amended), hereinafter referred to as the "Information." Furthermore, the Parties undertake to maintain the confidentiality of all information related to the performance of this Agreement.

Each Party is obliged to keep confidential any documentation and information provided by the other Party in connection with the provisions of the Agreement, as well as all information concerning the other Party obtained in the course of the performance of the Agreement.

Copying of the Information is permitted solely for the purpose of performing the Agreement. In such cases, the Parties are responsible for ensuring that any copied documents bear ownership markings; in the absence of such markings, the Parties undertake to destroy the copies.

In the event of termination or expiration of the Agreement, the Parties agree, at the request of the other Party, to promptly return documents containing the Information or, with the other Party's consent, destroy them in an agreed manner.

Any breach of the provisions of this clause by either Party shall give rise to the right to claim damages in accordance with general legal principles.

The Party seeking to ensure protection of the Information shall take appropriate steps to maintain its confidentiality, in particular by indicating its confidential nature (e.g., by marking the documents as "confidential").

The Contractor shall be liable for the actions or omissions of its subcontractors as if they were its own actions or omissions.

With respect to the Information, each Party undertakes to use the Information solely for the purpose of performing this Agreement (Orders), and therefore not to use it for any other purpose whatsoever.

For the purposes of this Agreement, the term "Information" shall not include information that: are or become publicly available other than through a breach of the confidentiality obligation by the Contractor,

have been independently developed by the respective Party,

have been obtained from sources other than the disclosing Party and without any obligation of confidentiality,

were already in the possession of the Party, provided such possession did not result from a breach of law or the provisions of this Agreement.

Information may be disclosed:

to the Party's employees and subcontractors who have a justified need to access and use the Information for the purpose of performing the Agreement;

to legal and financial advisors, who are bound by separate agreements or legal regulations to maintain the confidentiality of the Information received.

In the event that either Party becomes aware that the Information has been disclosed in a manner inconsistent with the provisions of the Agreement, it shall be obliged to promptly notify the other Party of such fact and to take all actions within its capabilities, as well as to fully cooperate in order to mitigate and eliminate the consequences of such disclosure.

The obligation to comply with the provisions of this paragraph shall remain in force for a period of 2 years from the date of disclosure of such information, unless the confidential nature of the information has not ceased by that time.

§ 9

Term of the Agreement

The Agreement is concluded for a fixed term until January 31, 2025, with a two-month notice period. Termination of the Agreement does not require justification.

Neither Party may terminate the Agreement before the completion date of the accepted production Order, except in the situation described in §2 point 14.

§ 10

Communication Between the Parties

Within the framework of this Agreement, the Parties shall communicate in electronic or written form.

Electronic form shall apply to declarations of intent concerning the ongoing cooperation between the Parties, including placing Orders by Authorized Persons.

Authorized Persons of the Contractor: skorupa@jednosc.com.pl

Authorized Persons of the Client:

....., e-mail:

....., e-mail:

....., e-mail:

....., e-mail:

Written form shall apply to declarations of intent concerning amendments to this Agreement, its termination, withdrawal, submission of claims (including warranty claims), or in relation to other matters specified in this Agreement.

A declaration shall be deemed effectively made and delivered if it is prepared in writing, signed in accordance with the representation of the respective Party, and delivered either personally with acknowledgment of receipt, by registered mail with acknowledgment of receipt, or by courier service.

The date of delivery shall be deemed the date of confirmed receipt. In the event the shipment is not collected, the document returned by the postal service after two unsuccessful delivery attempts shall be considered as properly delivered.

The foregoing shall not affect the recipient's right to invoke receipt of the notice regardless of whether the above requirements have been met, provided that the notice was made in writing, nor the sender's right to rely on delivery of the notice if the recipient confirms its receipt.

The Contractor shall send notifications to the Client's address:

.....
.....
.....

The Client shall send notifications to the Contractor's address:

Wydawnictwo Jedność, ul. Jana Pawła II 4, 25-025 Kielce / Printing House named after A. Półtawski, ul. Krakowska 62, 25-701 Kielce.

Each Party shall be obliged to notify the other Party of any change to its correspondence details in the manner specified in this paragraph. Otherwise, the last address provided by the Party shall be deemed its current address. In the event of failure to notify of a change of address, correspondence sent to the last provided address shall be considered delivered in accordance with the provisions of paragraph 1.

Each Party proclaims that:

the persons signing the Agreement (including the Order – Annex No. 1) on its behalf are authorized to represent it and to incur obligations (i.e., they hold the sales management power of attorney);

the conclusion of the Agreement by such persons is valid and effective and does not violate the rights of third parties;

it authorizes the Authorized Person to act within the scope specified in the Agreement, including placing Orders (and making modifications thereto). Any change of the Authorized Person must be made in the form prescribed for amending the Agreement.

§ 11

Final Provisions

Any amendments to the content of this Agreement shall require written form under pain of nullity.

All Annexes constitute an integral part of the Agreement.

All declarations and notifications between the Parties shall be made in writing.

The Client's liability for lost profits is contractually excluded.

Matters not regulated by this Agreement shall be governed, in particular, by the relevant provisions of the Civil Code (including those concerning contracts for specific work).

Any disputes arising between the Parties during the performance of this Agreement shall be subject to the jurisdiction of the district court competent for the seat of the Client / Contractor, and in the absence of substantive jurisdiction, by the Court of

The Agreement has been drawn up in two identical copies, one for each Party.

The Agreement shall enter into force on the date of its conclusion.

Client

Contractor

List of Annexes

ANNEX No. 1 – Order Template for the Order Form

ANNEX No. 2 – Acceptance Protocol

ANNEX No. 3 – Product Specification

ANNEX No. 4 – External Complaint Form

ANNEX No. 5 – Information Clause

ANNEX No. 1 – Order Template for the Order Form

....., on the day of

Name and surname of the contact person on the Client's side:

....., e-mail:

Name and surname of the person responsible for editorial preparation of materials:

..... Tel., e-mail:

Production and Delivery Order for “...” for:

Name and address of the printing house

Title:

Print run (copies / units):

Extent (pages):

Format:

TECHNICAL SPECIFICATION OF COMPONENTS

Type of binding:

Paper type – inner pages:

Paper type – cover:

Paper type – stickers:

Cover enhancement (finishing):

Type of ink:

Planned date for delivering materials for printing:

Receipt of plotter prints and proofs from the printing house:

Approval for printing date:

DELIVERY DATE: by xx:00

Place of delivery: delivery to by Mr/Ms

Transport costs to be borne by: the Contractor, in accordance with the standard distribution list.

Advance copies: ... copies of advance (approval) copies to be sent to with delivery ... days prior to the shipping date of the main print run to distributors.

The print run will be dispatched after the Client has approved via email the conformity of the advance copies with the order.

Net price for the execution of the order: PLN/unit, resulting in a total value of PLN for the entire print run.

The unit price has been accepted in accordance with the Price List constituting Annex No. 4 to the Agreement concluded on

and in accordance with the Product Specification constituting Annex No. 3 to the Agreement concluded on

ISBN: to be provided by the Publisher for each edition.

PAYMENT: by bank transfer within days from the delivery date confirmed based on the Acceptance Protocol.

PACKAGING SPECIFICATION:

For each title, one pallet must not exceed the height of cm (including the pallet).

The remaining pallets may have a maximum height of up to cm.

If, during packaging, it turns out that the next pallet for a given title would be of minimal height, it is permissible to place end copies of several titles on the same pallet, provided they are properly separated and the pallet is appropriately labeled.

The order shall be considered accepted for execution upon being signed by the Authorized Representative of the Contractor and the Authorized Representative of the Client, as specified in the Agreement.

.....
(signature and stamp of the Client)

.....
(signature and stamp of the Contractor)

ANNEX No. 2 – Acceptance Protocol

Name and address of the printing house

Date of issue:

WZ – External Release No.:

Recipient:

.....
.....
.....

Name of goods/service	Quantity	Unit
.....	copies

Issued by	Received by
.....

ANNEX No. 3 – Product Specification

Title: to be confirmed each time

Print run: to be confirmed each time

Extent:

Format:

TECHNICAL SPECIFICATION OF COMPONENTS

Type of binding:

Paper type – inner pages:

Paper type – cover:

Paper type – stickers:

Cover finishing:

Type of ink:

The above Product Specification shall be maintained by the Contractor throughout the duration of the Agreement.

ANNEX No. 4 – External Complaint Form

FORM [EC] – EXTERNAL COMPLAINT FORM FOR THE CLIENT

COMPLAINANT'S DETAILS

Company name

Contact email

Contact phone number

ORDER DETAILS

Order number as per the offer

Order reference number

Title of the publication

Print run size

Name / Surname of the project coordinator from DAP

DEFINITION OF THE SCALE OF DEFECTIVE COPIES

Number of copies claimed

Description of the complaint

Expected solution

ANNEX No. 5 TO THE FRAME AGREEMENT

Information Clause pursuant to Articles 13 and 14 of the GDPR

Information Clause

Pursuant to Articles 13(1) and 13(2) 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 (General Data Protection Regulation, “GDPR”), I hereby inform you that:

1. The data controller is Wydawnictwo "Jedność," headquartered in Kielce, ul. Jana Pawła II 4, 25-025 Kielce, REGON 290502834, and NIP 6570011469, established by decree of the Bishop of Kielce No. OG-2/90, possessing legal personality pursuant to the regulation of the Ministry of Internal Affairs and Administration dated March 3, 2022 (Journal of Laws 2022, item 555), represented by Leszek Skorupa – Publishing Director, hereinafter referred to as the “CONTRACTOR.”
2. The Data Protection Officer (DPO) can be contacted via email: ido@dap.pl.
3. Personal data are processed for the purpose of concluding and performing Agreement No. concluded in on between and;
4. Personal data will be processed during the term of the Agreement and thereafter following its expiration, in accordance with the provisions of the above Agreement as set out in § 8 point 5.
5. Providing personal data was a condition for concluding the Agreement;
6. Recipients of personal data may include Wydawnictwo Jedność, the DAP Printing House performing tasks under the Agreement, and entities carrying out tasks on behalf of the Agreement, to the extent and for purposes arising from the Agreement. The data may also be transferred to IT partners and entities providing technical or organizational support;
7. You have the following rights in relation to Wydawnictwo Jedność: the right to request access to your personal data, rectification, erasure or restriction of processing, as well as the right to object to the processing of your personal data.
Regarding the exercise of your rights, you may contact the Data Protection Officer at the email address provided in point 2 above.
8. You have the right to lodge a complaint with the President of the Personal Data Protection Office;
9. Your personal data will not be transferred to a third country;
10. Your personal data are not subject to automated decision-making, including profiling.

Information Clause – Collection of Personal Data Not Directly from the Data Subject

Pursuant to Articles 14(1) and 14(2) 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 (General Data Protection Regulation, “GDPR”), I hereby inform you that:

The data controller is Wydawnictwo "Jedność," headquartered in Kielce, ul. Jana Pawła II 4, 25-025 Kielce, REGON 290502834, and NIP 6570011469, established by decree of the Bishop of Kielce No. OG-2/90, possessing legal personality pursuant to the regulation of the Ministry of Internal Affairs and Administration dated March 3, 2022 (Journal of Laws 2022, item 555), represented by Leszek Skorupa – Publishing Director, hereinafter referred to as

The personal data were obtained from

The Data Protection Officer (DPO) can be contacted via email at: ido@dap.pl.

Ordinary personal data within the category of personal data:

- ✓ Personal data are processed due to the concluded agreement mentioned above, and the processing is necessary for the performance of the task carried out in the interest of the Parties listed in the agreement.
- ✓ Personal data will be processed during the term of the agreement — until all obligations arising from the agreement are fulfilled — and will be stored for the purposes specified in the above agreement until its expiration.
- ✓ You have the following rights in relation to Wydawnictwo Jedność / DAP Printing House: the right to request access to your personal data, rectification, deletion, or restriction of processing, as well as the right to object to the processing of your personal data.

Regarding the exercise of your rights, you may contact the Data Protection Officer at the email address provided in point 2 above: ido@dap.pl.

At the same time, we remind you that you have the right to lodge a complaint with the President of the Personal Data Protection Office.

Your personal data will not be transferred to a third country.

12) Your personal data are not subject to automated decision-making, including profiling.