General Terms and Conditions of Delivery and Service
Version 1.5
Effective as of 15 July 2026

1. Definitions

Client – means the entity or person to whom GEKKO makes a Sale, including financing entities if the Sale is made to a financing entity in connection with the conclusion of a leasing or similar agreement;

GEKKO – means the company Gekko Photonics Industrial Sp. z o.o. with its registered office in Wrocław (50-345 Wrocław), address: ul. Ksawerego Liskego 7, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number 0001231122, holding NIP: PL8982332215 and REGON: 544332956, with share capital of PLN 5,000, which operates in relations with clients under the brand Spectrally or Gekko Photonics;

Party, Parties – means GEKKO and/or the Client.

GTC – means these General Terms and Conditions of Delivery and Service.

Delivery – means each delivery of Devices to the Client pursuant to an Agreement;

Device or System – means any measuring or technical devices together with accessories that are the subject of deliveries by GEKKO to the Client pursuant to a placed order or agreement;

Services – means services provided by GEKKO to the Client, including measurement and analysis services, technological consulting, rental and provision of measuring devices, as well as other services in the area of measurement technology, production management, and related fields;

License – means the license granted to the Client for the use of software contained in the Device, attached to the Device, or delivered separately by GEKKO to the Client, as referred to in the Agreement;

Sale – the performance of a Delivery or the provision of Services pursuant to an Agreement;

Agreement – means the agreement concluded by GEKKO with the Client, including in the form of a placed order, regardless of the form of its conclusion, on the basis of which GEKKO performs Deliveries or provides Services.

Remuneration – means the remuneration due to GEKKO for the performance of the Agreement.

Order – means a written or electronic purchase order for Devices or Services placed by the Client and confirmed by GEKKO, constituting the basis for the conclusion of the Agreement.

2. GENERAL PROVISIONS

2.1. The GTC form an integral part of the Agreement and, unless otherwise indicated in the Agreement, supplement its content.

2.2. In the event of any discrepancy between the content of the GTC and the provisions of the Agreement, the provisions of the Agreement shall prevail.

2.3. The provisions of the GTC shall also apply to additional orders and instructions (in relation to the concluded Agreement) submitted to GEKKO by the Client.

2.4. Upon conclusion of the Agreement, all previous arrangements between GEKKO and the Client regarding the subject of the Agreement, including offers submitted, correspondence, and test and study results, shall be replaced by the content of the Agreement together with its attachments.

2.5. The GTC apply to transactions with entrepreneurs (non-consumers within the meaning of Article 22^1 of the Polish Civil Code).

3. DELIVERY OF PRODUCTS

3.1. The Agreement or Order shall contain a detailed specification of the Devices being the subject of the Delivery, together with a list of accessories and functional parameters.

3.2. GEKKO undertakes to ensure that the Device operates in accordance with the declared parameters.

3.3. The time, place, and manner of delivery shall be agreed by the parties in the Agreement.

3.4. If the Agreement does not specify the detailed manner of delivery, it shall be assumed that delivery is made to the Client's registered office, in the manner and within the timeframe selected by GEKKO, after prior notification of the Client.

3.5. Deliveries may be carried out in stages or in parts, provided that the Agreement covers a larger number of Devices.

3.6. Deliveries to the Client shall be made at the Client's cost, unless the parties agree otherwise.

3.7. Devices delivered by GEKKO shall comply with the specifications set out in the Agreement with respect to essential characteristics and parameters. GEKKO reserves the right to introduce visual changes and modifications to

the devices compared to the samples, offers, or visualizations presented, provided that they do not affect the characteristics of the Device described in the specifications set out in the Agreement.

3.8. In the case of Deliveries, ownership of the delivered Device shall transfer to the Client upon payment of 100% of the price for the delivered Device.

4. INSTALLATION

4.1. If the Agreement or Order specifies that the Devices are to be installed by GEKKO at the Client's registered office or facility, the Parties shall agree on the location, date, and manner of the installation.

4.2. The installation includes connecting the Device to the Client's production system, starting it up, applying the required settings, calibration, and conducting a functional test.

4.3. Upon completion of the installation, the Parties shall sign an acceptance protocol confirming the performance of the installation, the start-up of the Device, and the functional test. The Client shall report any objections to the protocol promptly, no later than within 2 business days of completion of the installation. Failure to raise objections within this period, or commencement of use of the Device in the Client's normal course of business, shall constitute acceptance of the installation without reservations.

4.4. Following the installation, as part of the Agreement, GEKKO shall train the Client's employees or contractors to the extent necessary for proper use of the System. The training shall take place at a time agreed by the Parties, either via videoconference or on-site. The training shall be conducted on a one-time basis for a maximum of 10 participants. The Company undertakes to train each training participant to the extent necessary for proper use of the System. A list of training participants shall be prepared in documentary form and shall constitute an attachment to the Agreement.

4.5. If it becomes necessary to train new employees of the Client, GEKKO may provide additional training for a fee, in accordance with the service price list.

4.6. The Client declares that it accepts that only persons who have participated in the training conducted by GEKKO shall operate the System.

4.7. The environment for the installation of the Devices, as well as the materials for conducting trials and tests (including sample materials for tests and trials, reference samples), shall be prepared by the Client.

5. LOANS AND TESTING

5.1. If the Agreement or Order provides for the temporary provision or loan of a Device by GEKKO for the purpose of conducting trials, tests, or a pilot by the Client at its registered office or facility, the Parties shall specify the detailed specifications of the Devices being the subject of the temporary provision, the duration and type of tests (studies) conducted, and the manner of delivery or installation of the Devices.

5.2. GEKKO undertakes to provide the Client with the information necessary to enable the Client to properly use the System after it has been made available.

5.3. During the loan and testing period, the Device shall remain the property of GEKKO, and any interference with the Device by the Client (installation on other objects, opening, troubleshooting, modification of hardware or software) other than as agreed with GEKKO is prohibited.

5.4. The Client undertakes not to make the device available to third parties, including in particular not to rent, lease, lend, or transfer the device for testing, without the prior written consent of the Company.

5.5. In the event of a malfunction of the System, the Client undertakes to notify GEKKO of this fact no later than by the end of the business day on which the Client became aware of the event.

5.6. GEKKO undertakes to commence the removal of the failure or other event (response time) within a maximum of 7 (seven) days from receipt of the notification, and shall promptly take action to restore the Device to a defect-free condition or replace it with another, free of defects and faults.

5.7. The loan or rental period shall be deemed to be the period during which the Device could be properly used by the Client (remained operational), regardless of whether the Client used the Device for testing (studies) or not.

5.8. The Client has the right to monitor and supervise the operation of the System during testing (pilot), including access to data generated by the System. The Client's right of supervision does not include interference with the operation of the System, including modification of software, algorithms, or technical configuration of the System, unless the Parties agree otherwise. All suggestions or comments regarding the operation of the System shall be communicated to GEKKO on an ongoing basis.

5.9. In the event of damage, loss, or destruction of the device during the pilot, the Client shall bear financial responsibility for covering its value, estimated based on invoices for the purchase of components and the engineering time

required to repair the defect. The Client has the right to appeal the valuation within 7 days of its receipt.

6. PRE-IMPLEMENTATION WORK AND ADDITIONAL SERVICES

6.1. Services performed by GEKKO may include pre-implementation analysis regarding the possibilities and methods of implementing measurement technologies in the Client's processes, technological consulting, work in the field of physical and chemical analysis, and other services.

6.2. In the case of analytical work based on samples of substances under examination, all tested substances and reference samples shall be prepared and delivered to GEKKO's premises by the Client at its own cost.

6.3. In performing services, GEKKO may use subcontractors to whom it entrusts part or all of the work being carried out. GEKKO is responsible for the actions of subcontractors as for its own actions.

6.4. The result of analytical work on GEKKO's side is a report, which is prepared and delivered to the Client. The report contains the test results, a description of the research method along with a discussion of measurement accuracy and possible deviations. No acceptance (approval) procedure on the Client's side is provided for analytical work reports.

6.5. GEKKO undertakes to perform the Services that are the subject of the Agreement with due diligence required for the activities covered by the Agreement.

6.6. The Client undertakes to provide GEKKO with the information necessary, desired, or helpful for the proper performance of the subject of the Agreement by GEKKO, in accordance with its content and purpose.

6.7. If the performance of work (measurements) requires specific conditions that are difficult to reproduce in GEKKO's laboratory, such work shall be performed at the Client's premises or at another location indicated by the Client, subject to prior agreement on organizational and logistical details and the availability of resources. The Client undertakes to provide the required conditions and the necessary infrastructure to enable the measurements to be carried out at the designated location.

7. DEVELOPMENT OF ALGORITHMIC MODELS

7.1. By “Algorithmic Model” we mean a set of developed data processing algorithms, adapted to the characteristics of an individual substance specified

by the Client, used for the analysis of measurement data and its processing into the numerical data expected by the Client.

7.2. The Client undertakes to deliver to GEKKO, at its own cost, samples of substances necessary for the development of algorithmic models that will be tailored to the specific properties of the substances selected by the Client and the measurement environment.

7.3. The samples provided shall comply with the specifications presented by GEKKO, including information on composition, concentration, and the required storage and safety conditions.

7.4. The Client shall deliver the samples within the agreed timeframe so that the Company can fulfill its obligations in accordance with the schedule indicated in this Agreement.

7.5. Failure to deliver the samples within the agreed timeframe may result in delays in the performance of the order and the need to modify the implementation schedule.

7.6. If the performance of measurements requires specific conditions that are difficult to reproduce in GEKKO's laboratory, such measurements shall be carried out at the Client's premises or at another location indicated by the Client, subject to prior agreement on organizational and logistical details and the availability of resources.

7.7. The Client undertakes to provide the required conditions and the necessary infrastructure to enable the measurements to be carried out at the designated location.

7.8. The Parties undertake to agree on the timing and scope of measurements, including access to the measurement areas and required resources, in a manner that enables the measurements to be carried out efficiently and in a timely manner.

8. SCHEDULE

8.1. The Parties shall set out in the Agreement the dates of Deliveries and the schedule of work to be performed (“Schedule”).

8.2. GEKKO undertakes to perform the provisions of the Agreement in accordance with the declared parameters and the schedule indicated in the Agreement, provided that the Client cooperates in a timely manner in providing the necessary data, samples, and other items specified in the Agreement that are required for the performance of the work.

8.3. Within the deadlines specified in the Schedule, the Client is obligated to provide GEKKO with:

a) the information provided for in the Agreement,

b) samples of substances for the determination of requirements, construction, or testing of algorithms and calibration of devices,

c) access to the location and infrastructure for the installation of the System.

8.4. In the event of a delay on the Client's part, the deadlines for the performance of work by GEKKO shall automatically be extended by the duration of the Client's delay. In such a case, GEKKO may set a different (longer) time for the performance of the work due to possible conflicts with other orders being performed, of which it shall inform the Client.

9. INSPECTIONS AND SERVICE

9.1. The measuring devices offered by GEKKO require periodic service inspections, during which the proper operation of the device is verified, calibration is performed (if required), and repairs or replacement of consumable components (if any) and other parts are carried out, where such replacement is required.

9.2. Maintaining warranty rights is conditional upon performing mandatory service inspections in accordance with GEKKO's service schedule.

9.3. Failure to perform a mandatory service inspection within the timeframe specified by GEKKO may result in the loss of warranty rights with respect to defects related to the failure to perform such activities.

9.4. Unless otherwise specified in the Agreement, GEKKO devices require a service inspection (i) within 3 months after the initial installation, and (ii) every 6 months from the date of the previous inspection.

9.5. Information on the costs of service inspections, spare parts, and consumables, if not specified in the Agreement, shall be provided by GEKKO to the Client upon request.

10. REPORTING DEFECTS AND IRREGULARITIES

10.1. In the case of Deliveries and installation of Devices, the Client shall assess the completeness and absence of visible damage to the Devices at the time of Delivery and/or Installation, confirming the completeness and proper condition of the delivered Devices in the acceptance protocol.

10.2. In the event of irregularities related to defects, damage, or incompleteness of the delivered Devices that are visible upon acceptance of the Delivery or

Installation, the Client shall report this fact to GEKKO within 2 business days of acceptance.

10.3. The Client shall report any defects or irregularities revealed during the operation of the Devices:
a) immediately, no later than within 1 business day – in the case of critical failures preventing use of the Device;
b) within 7 days from the date of discovery – in all other cases.

10.4. A warranty claim shall be made in electronic form and shall contain at minimum: a description of the symptoms, the date of detection, the serial number of the Device, the contact details of the person reporting, and – at GEKKO's request – photographic documentation or diagnostic material. The address for warranty claims is: support@gekkophotonics.com.

10.5. Prior to submitting a claim and until receiving instructions from GEKKO, the Client is not entitled to independently disassemble, return the Device, or attempt to repair it, unless this is necessary to prevent damage.

10.6. The date of the report shall be deemed to be the business day on which GEKKO received the complete report. The Client undertakes to cooperate in the diagnostic process, including by enabling remote access to the System if required.

10.7. After receiving a report in the manner specified above, the Parties shall determine the course of action, which may include: (i) providing the Client with guidance on the proper use of the Device, (ii) repair by granting remote access to the device, (iii) repair at the Client's facility, (iv) repair at GEKKO's premises, (v) replacement of the device, or (vi) other action agreed by the Parties.

10.8. GEKKO shall confirm receipt of the complete report within 2 business days and shall provide the Client with a preliminary decision regarding further proceedings within 5 business days. Warranty repair or replacement of the Device shall be carried out within a reasonable time, taking into account the nature of the defect, the availability of parts, and technical conditions, and as a rule no longer than 21 business days from the date of completion of diagnostics.

11. WARRANTY

11.1. GEKKO grants the Client a Warranty for a period of 12 months under the terms set out in the Agreement and the GTC. The Warranty period commences:
a) for laboratory Devices (not subject to installation) – on the date of sale;
b) for Devices subject to Installation – on the date of Installation completed with an acceptance protocol.

11.2. If the installation acceptance protocol has not been signed for reasons not attributable to GEKKO, the day the Warranty period begins shall be deemed to be the day the Device is powered on and put into use by the user.

11.3. To the extent permitted by applicable law, the Parties exclude GEKKO's liability under statutory warranty for defects (rękojmia).

11.4. Detailed provisions regarding the reporting of defects and faults, warranty claims, and diagnostic and service procedures are set out in the Warranty Policy, which constitutes an attachment to the Agreement or an attachment to the Device sales document.

11.5. The Warranty does not cover damage resulting from:
a) improper use of the Device, inconsistent with the user manual,
b) actions aimed at damaging the Device, theft, or destruction, including by third parties,
c) attempts at unauthorized repair or other unauthorized interference with the Device,
d) the action of external factors, including chemicals, unsuitable atmospheric conditions (for which the Device was not designed), including those caused by force majeure (explosion, flood, fire, etc.),
e) software supplied as part of the Device, if the Client or a third party has made any changes or modifications to it,
f) use of the Device inconsistent with its intended measurement purpose specified in the documentation, user manual, or Agreement, in particular for measuring processes other than those intended for the given Device.

11.6. The Warranty also covers the correction of errors in the software provided by GEKKO, provided they manifest during proper use of the Device in accordance with its intended purpose and documentation. The Warranty does not cover functional development of the software, updates that enhance functionality, or changes resulting from Client requirements beyond the agreed specification.

11.7. If it is determined that the Device has been used in a manner materially inconsistent with its intended purpose specified in the documentation, user manual, or Agreement, in particular for measuring processes, substances, or parameters other than those intended for the given Device, GEKKO has the right to refuse to honor warranty claims and declare the warranty void in its entirety, if such use could have affected the technical condition of the Device, the safety of its operation, the accuracy of measurement results, or the possibility of performing reliable diagnostics.

11.8. The Warranty does not cover chemical reagents, reference substances (samples), laboratory glassware, or consumables subject to periodic replacement.

11.9. If the Device requires periodic calibration, calibration services do not constitute warranty repair.

11.10. Repairs and replacement of parts not covered by the warranty provisions shall be performed at the Client's cost.

11.11. If the Devices or installation include components (products) supplied by external manufacturers, GEKKO transfers to the Client the warranty rights for such components to the extent that GEKKO itself holds them.

11.12. Performance of a warranty repair does not cause the warranty period to start anew for the entire Device. For a replaced component, the warranty period runs for 6 months, but no less than until the end of the original warranty period.

11.13. GEKKO attaches the Warranty Policy to the delivery of the Device or makes it available to the Client in documentary form. In the event of any discrepancy between the GTC and the Warranty Policy regarding the rules for exercising warranty rights, the provisions of the Warranty Policy shall prevail.

12. INTELLECTUAL PROPERTY

12.1. GEKKO declares that the Device, together with the software contained therein (collectively, the “System”), is a product developed directly by GEKKO and its employees. GEKKO has the exclusive right to dispose of and use the System.

12.2. The Parties declare and warrant that all rights (to dispose of, use, derive benefits from, exercise derivative rights and grant consent to the use thereof, and modify) to the products of intellectual property that are the subject of the Agreement and that are created in the course of performance of the

Agreement, as well as all know-how transferred to the Client by GEKKO for the purpose of performing the Agreement (hereinafter the “IP”), constitute the exclusive property of GEKKO.

12.3. GEKKO indicates that the intellectual property rights related to the IP are its exclusive property. The Agreement does not affect GEKKO's intellectual property in any way and, in particular, does not transfer to the Client any economic copyrights or industrial property rights to the IP.

12.4. The Client declares that it is fully aware that all intellectual property rights to the IP belong exclusively to GEKKO and that the Client has no possibility of acquiring rights to the IP or disposing of it under the Agreement or on any other legal basis.

12.5. The Client declares that it does not infringe any of GEKKO's intellectual property rights.

12.6. The Client undertakes not to infringe, directly or indirectly, the Company's intellectual property rights to the IP. This prohibition includes in particular:
a) copying, modifying, decompiling (including reverse engineering), publicly distributing, or otherwise reproducing the IP;
b) using the IP or test data for commercial or analytical purposes without GEKKO's prior written consent;
c) making the IP available to third parties, including affiliated entities, without GEKKO's consent.

13. LICENSE

13.1. Together with the delivery of the System, GEKKO grants a perpetual, non-exclusive, and non-transferable license to use the software embedded in or attached to the Devices, for use associated with the normal operation of the Devices.

13.2. The granted license does not authorize the Client to copy, distribute, or modify (including by means of reverse engineering and source code reconstruction) the software provided.

13.3. GEKKO may propose to the Client periodic software updates if, in GEKKO's opinion, such updates are recommended for the proper operation of the Devices or constitute a correction of observed or potential errors in the software. If the Client refuses to perform a software update, GEKKO shall be released from liability for any consequences of the Client's decision, including possible damage to the Device.

14. LIMITATION OF LIABILITY

14.1. GEKKO shall be liable to the Client for the proper performance of the Services and the proper operation of the delivered Devices. GEKKO's liability is limited solely to damages arising from the malfunction of the System that do not result from the Client's actions.

14.2. GEKKO shall not be liable for damages caused by the Client to third parties, including its suppliers, employees, investors, or clients. GEKKO shall also not be liable for the manner in which the Client uses the data received and the parameters presented as read by the System, or for damages arising from actions or omissions of the Client related to the use of such data. The Client shall be liable for damages arising from improper use of the System by the Client's employees or contractors.

14.3. In the event of damage to the System or to the Client's technical infrastructure during the installation of the Devices, the conduct of tests and trials, or the operation of the System, the Client shall bear liability for all repair costs, provided that the damage arose due to the fault or negligence of the Client or its employees, contractors, or subcontractors.

14.4. GEKKO shall not be liable for the Client's lost profits or for the costs of substitute devices or replacements for the System procured by the Client.

14.5. GEKKO treats the Client as the end user of the delivered Devices; therefore, in the event of the Client's sale of the Devices to third parties (other than affiliated entities of the Client within the same capital group), GEKKO bears no liability whatsoever toward such third parties.

14.6. GEKKO's total liability to the Client, regardless of the legal basis of the claim, is limited to the net remuneration paid by the Client under the Agreement from which the claim arises. This limitation does not apply to damages caused intentionally.

15. REMUNERATION, PRICES, PAYMENTS

15.1. The amount of remuneration for Deliveries and Services is specified in the Agreement between the Parties, either as a total amount or broken down by individual components. All amounts in exchanged correspondence, earlier proposals, and other documents exchanged by the Parties shall be replaced by the arrangements contained in the Agreement, and only those shall remain binding.

15.2. An Agreement concluded through the placement of an Order by the Client becomes binding upon confirmation of the order by GEKKO together with confirmation of the amount of remuneration.

15.3. The Remuneration set out in the Agreement corresponds to the scope of work, deliveries, and services covered by the Agreement. Any extension of the scope of work (additional services, parts) shall result in an increase in GEKKO's Remuneration.

15.4. For certain deliveries, the Agreement may provide for an advance payment in the amount and on the date specified in the Agreement. If the Agreement is silent on advance payments, in the case of deliveries of Devices, GEKKO requires an advance payment of 50% of the value of the Devices, payable upon placement of the Order, immediately after its confirmation by GEKKO.

15.5. Remuneration to GEKKO is payable within 14 days of the invoice date, unless the Agreement provides otherwise.

15.6. All Remuneration amounts are net amounts (unless expressly stated otherwise in the Agreement), to which VAT shall be added in accordance with applicable regulations.

15.7. If price lists for service or consumables are attached to the Agreement, such price lists may be updated by GEKKO every 12 months without the Client's consent, based on indices of the increase in prices of goods and services and component costs.

15.8. In the case of late payments, where delays exceed 14 days, GEKKO has the right to charge default interest in accordance with applicable regulations.

15.9. In the case of the provision of Services, if the payment delay exceeds 14 days, GEKKO has the right to suspend the provision of Services until the outstanding amounts are settled, without the need for prior notice to the Client.

15.10. The payment date shall be deemed to be the date on which the transfer order is placed from the Client's bank account.

15.11. The Client authorizes GEKKO to issue VAT invoices without the recipient's signature.

16. CONTACT AND COORDINATION OF WORK PERFORMANCE

16.1. The Parties shall designate in the Agreement, and authorize, persons responsible for contact, substantive cooperation, and coordination of the performance of the Subject of the Agreement.

16.2. A change of the persons or data referred to in the paragraph above shall be effected by written notification to the other Party and shall not constitute an amendment to the Agreement. The Parties are obligated to promptly inform each other in writing or electronically of any changes to the above-mentioned persons or data throughout the term of the Agreement.

16.3. It is deemed that the receipt of information by the persons indicated in paragraph 1 above is equivalent to notifying the Parties.

17. CONFIDENTIALITY

17.1. The Parties undertake to maintain confidentiality regarding all information of an economic, financial, business, or technical nature, including personal data, disclosed in any form by either Party to the other Party within the framework of cooperation on the implementation of the purpose of cooperation (“Confidential Information”).

17.2. All documents and information created on the basis of Confidential Information are also subject to confidentiality obligations.

17.3. At the same time, the Parties unanimously agree that information disclosed orally shall be treated as confidential under circumstances in which the recipient should reasonably understand that such information is to be treated as confidential, regardless of whether it has been designated as “confidential”.

17.4. Each Party undertakes, for the duration of the Agreement, that Confidential Information received from the other Party shall:

a) be protected and treated as confidential in the same manner and to the same standard of care and protection as its own confidential information of similar significance to the Party, but in any case no less than with reasonable care under the given circumstances;

b) be disclosed internally by the Party only to its employees, contractors, legal, financial, and technical advisors (hereinafter collectively referred to as “Representatives”) to the extent that disclosure of the other Party's Confidential Information is necessary in connection with the work specified in the Agreement, and only after such persons have been obligated to maintain the confidentiality of the disclosed information on terms corresponding to those set out in the Agreement;

c) not be used in whole or in part, directly or indirectly, for purposes other than those related to the cooperation of the Parties set out in the Agreement, without the prior written consent of the disclosing Party;

d) not be disclosed directly or indirectly to any third party or to persons other than those mentioned in point b) above, nor otherwise distributed without the prior written consent of the disclosing Party, and only on condition that the third party undertakes in writing to maintain the same confidentiality conditions as set out in the Agreement;

e) not be copied or otherwise reproduced in any manner, except as required by point b) above, nor published in whole or in part, without the prior written consent of the Party.

17.5. In the event of disclosure of Confidential Information, the recipient shall take all measures to (i) notify third parties of the confidential nature of such information and the proprietary rights of the Party, (ii) notify the Party of the disclosure of the Confidential Information, (iii) prevent further disclosures, and (iv) demand the return of the disclosed materials together with copies, personal notes, or correspondence relating to the Confidential Information contained in the disclosed materials, without prejudice to any claims that may be brought by the disclosing Party.

17.6. The obligations imposed on the Parties under the Agreement shall not apply to information that:

a) is known to the Party prior to its receipt from the other disclosing Party and is documented in records prepared by the recipient prior to such disclosure;

b) is or later becomes generally available to the public through publication or otherwise, due to no action or omission by the Parties;

c) is required to be disclosed in order to comply with the law, a request from an administrative or supervisory authority, or by virtue of another document issued by a governmental administrative authority or by court order;

d) is to be disclosed after obtaining the written consent of the disclosing Party;

e) has been independently developed without use or reliance on the Confidential Information that is the subject of the Agreement and without breach of the Agreement;

f) is part of the public domain at the time of disclosure or enters the public domain after disclosure without breach of the terms of the Agreement by the Party.

17.7. The burden of proof for any of the above exceptions rests on the receiving Party.

17.8. If, during the term of the Agreement, the receiving Party is required to disclose Confidential Information in order to comply with the law, a request from an administrative or supervisory authority, or by virtue of another document issued by a governmental administrative authority or court order, the receiving Party shall promptly notify the other Party of such requirement so that the other Party may seek protective or other appropriate measures.

17.9. The obligation referred to in this section shall remain in force throughout the term of the Agreement and for 10 (ten) years after its termination, dissolution, or expiry on any legal basis whatsoever.

17.10. The Parties agree that in the event of a breach of the confidentiality provisions set out in this agreement, the breaching Party shall pay a contractual penalty in the amount of PLN 10,000 (ten thousand zlotys) for each breach. The Parties retain the right to seek damages exceeding the amount of the contractual penalty if the loss suffered exceeds the amount of such penalty.

18. PERSONAL DATA

18.1. If the performance of the Agreement requires the Client to entrust GEKKO with the processing of personal data, the Parties shall conclude a separate personal data processing agreement or shall agree on such rules in documentary form before the commencement of processing.

18.2. GEKKO undertakes to process the personal data entrusted by the Client in accordance with the generally applicable laws on the protection of personal data, in particular 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.

18.3. GEKKO declares that it has familiarized itself with the regulations referred to in the paragraph above and undertakes to process data in accordance with these regulations. GEKKO undertakes to ensure the security of the personal data processed.

18.4. In the event of disclosure or loss of personal data, GEKKO undertakes to promptly inform the Client of this fact in writing, indicating the circumstances of the event and the scope of the disclosed or lost data.

19. MISCELLANEOUS PROVISIONS

19.1. Both GEKKO and the Client shall have the right to publicly disclose general information about the Client's active participation in the implementation and about its conduct by GEKKO within the scope of the performance of the Agreement, taking into account the reservations contained in the Agreement. The Parties shall have the right to disseminate information, in particular regarding the Client's company name and logo.

19.2. The rights and obligations arising from the performance of the Agreement, as well as receivables from GEKKO, may not be transferred to third parties without GEKKO's prior written consent.

19.3. Any amendments and supplements to the Agreement shall be made in writing under pain of nullity.

19.4. In matters not regulated by the Agreement, Polish law shall apply, in particular the provisions of the Civil Code.

19.5. Any disputes that may arise in connection with the Agreement, including the GTC, shall be submitted by the Parties to the resolution of the common court having jurisdiction over the registered office of GEKKO.

19.6. If any provisions of the GTC or the Agreement are deemed invalid, this shall not affect the validity of the other provisions of the GTC or the Agreement, respectively. The invalid provision shall be replaced by another valid provision that corresponds in content to the invalid provision and that achieves its purpose to the greatest extent possible.

19.7. The persons signing the Agreement and/or the GTC on behalf of and for the Client declare that: (i) they have the capacity to enter into the Agreement and that they are duly authorized to conclude it; (ii) the conclusion of the Agreement is in accordance with the law and, in particular, does not constitute a breach of any agreement or obligation, court judgment, or administrative decision concerning the Client; (iii) they are not aware of any circumstances that could prevent the implementation of the provisions of the Agreement or the GTC in whole or in part.