

TERMS AND CONDITIONS GOVERNING THE SERVICE FOR THE SELECTION OF SPECIALISTS

I. Definitions

1. **Service** - the website operated by HIONDemand at: app.hiondemand.com
2. **Regulations** - this document, which defines the terms of the Agreement, in particular the rights and obligations of Users and HIONDemand.
3. **Agreement** - an agreement for the provision of marketing services between HIONDemand and the Client concluded as a result of accepting the provisions of the Terms and Conditions and the Offer sent to the Client's via Panel or email address, under which HIONDemand is obliged to indicate to the Client the appropriate Specialists and provide the support service implemented by the Project Manager and the Client undertakes to pay HIONDemand the remuneration calculated per hour of work of the Specialists and the Project Manager (Time & Material model).
4. **Request for Offer** - sent via a form on the HIONDemand website, indicating the Client's needs, in particular the scope of duties, type and duration of the project and budget, in order to enable HIONDemand to select the appropriate Specialists.
5. **Offer** - a proposal containing the details of HIONDemand's proposed Specialists, Project Manager and cost estimate, sent to the Client via Client Panel or e-mail.
6. **Order** - the HIONDemand Offer accepted by the Client.
7. **Time & Material** - is a billing and pricing arrangement in which the client is obligated to pay for each hour of work and any materials used.
8. **HIONDemand** - the owner of the Human Intelligence on Demand Platform Service.
Evergreen Group sp. z o.o. sp. k. with its registered office in Warsaw at Aleja Niepodległości 245/46 (02 - 009 Warsaw), registered in the National Court Register - Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS no. 0000534060, REGON: 360370198, NIP [TAX ID NUMBER]: 7010452658, operating under the brand name Green Parrot, represented by the general partner: Evergreen Group sp. z o.o. sp. k. with its registered office in Warsaw at Aleja Niepodległości 245/46 (02 - 009 Warsaw), registered in the National Court Register - Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS no. 0000527415, REGON: 147478213, NIP [TAX ID NUMBER]: 7010446876.
9. **Client** - an entrepreneur within the meaning of the Polish Entrepreneurs Law of 1 February 2023 (Journal of Laws No. 2023.221) who has created a Client Account on the Website and concludes the Agreement within the scope of his/her business activity. If the User is a legal entity or an organizational unit without legal personality. **The person concluding the Agreement declares that he/she is authorized to represent it. HIONDemand reserves the right to verify the aforementioned authorisations prior to the commencement of services.**
10. **Specialist** - a person presented by HIONDemand / proposed by HIONDemand to provide marketing services to the Client indicated in the Offer.
11. **Project Manager (PM)** - a person delegated by HIONDemand to facilitate communication between Specialists employed under the Agreement with the Client.
12. **Client Account** - a service that allows the creation of a Client database and communication with HIONDemand and Specialists using the Client Panel. The Client gains access to the Client Account after completing the registration process, during which he/she establishes his/her Login and Password, allowing access to the Account. **If an unauthorized person gains access to the Login and Password, the Client shall immediately notify HIONDemand via**



hi@hiondemand.com. HIONdemand is not responsible for the consequences of unauthorized access to the Login and/or Password.

- 13. Client Panel** - the functionality of the Client Account that allows HIONdemand to communicate with the Client, in particular for the creation and acceptance of the Offer and the exchange of information with the Project Manager.

II. Subject matter of the Agreement

1. The subject of this agreement (hereinafter the "Agreement") is to define the terms and conditions of cooperation between the Parties consisting in HIONdemand indicating to the Client the appropriate Specialists who will perform the subject of the Order and provide the Client with the service of supporting communication with the Specialists by assigning a Project Manager to each Order.
2. HIONdemand undertakes to provide the Services on the basis of this Agreement, and accepted for the execution of the Orders, submitted by the Client electronically - by sending a Request for Offer via the website: app.hiondemand.com, and acceptance by the Client of the Offer sent by email by HIONdemand forming an integral part of the Agreement (hereinafter: the "Order").
3. In the Order, the Parties shall specify in detail the scope of services/work covered by the Order, the cost of their performance (Time & Material), and the estimated time of their performance.
4. In the event of any contradictions between the content of the Order and the Agreement, the Parties shall be bound by the content of the Order.
5. The Parties allow, in justified cases, the possibility of modifying the content of the Order during the performance of the work covered by the Order, in particular in the case of the necessity for HIONdemand to perform additional work not covered by the original Order, the performance of which could not have been foreseen at the time of placing the Order. In this case, HIONdemand will inform the Client of the additional costs associated with such work.
6. The Request for Offer shall be deemed to have been delivered upon receipt by HIONdemand (via the Client Panel or e-mail). HIONdemand normally responds to an Inquiry within 3 to 7 working days.
7. An Order is deemed accepted by the Client's acceptance of an Offer via the Client Panel.
8. The Parties agree that (subject to clause 9 below) HIONdemand shall be entitled to remuneration for the Selection of the Specialist for the Client calculated over the period of performance of the Orders and - in the event of the Specialist continuing to provide services to the Client outside of HIONdemand - a period of 1 year calculated from the time of completion of the last Order with his participation (hereinafter: the Grace Period). HIONdemand's remuneration will be calculated as the remuneration indicated in the Offer.
9. During the term of the execution of the Orders or the Grace Period applicable to a particular Specialist, the Customer may choose to directly or indirectly engage or employ the Specialist outside HIONdemand, provided that the following conditions are met together:
 - a. prior written notification to HIONdemand of its intention to employ the relevant Specialist;
 - b. agreement with HIONdemand of a reasonable notice period for the Specialist in question; and
 - c. payment in full of the Selection Fee of 25,000.00 PLN net for the employment of each Specialist, payable within 14 days of the occurrence of the circumstances set out in clause 10 b. below.
10. Paragraphs 8 and 9 above refer to that Specialist who:
 - a. has been introduced to you by HIONdemand and
 - b. has been employed or engaged directly by the Client, or has been engaged indirectly by the Client through third parties, to provide services to the Client outside HIONdemand during the Grace Period.

11. HIOndemand is entitled to charge the Selection Fee indicated in paragraph 9 para. C. above whenever the circumstances indicated in paragraph 10 above occur.

III. Rights and obligations of HIOndemand

1. HIOndemand, in the performance of this Agreement, has the right to use third parties of its choosing, and has the right to enter into agreements for the performance of the Agreement.
2. HIOndemand undertakes to grant a license for the use of works (within the meaning of the Polish Act on Copyright and Related Rights of 4 February 1994) created and realized within the scope of the services described in a given Order.
3. HIOndemand and/or the Specialist shall have the right to refuse to perform activities if, in its reasonable opinion, they could lead to negative marketing consequences in relation to the Client, the brand, or HIOndemand of which it shall immediately notify the Client and propose an alternative solution enabling the performance of the Agreement in the remaining scope.
4. In the case of changes notified by the Client and accepted for implementation by HIOndemand made after acceptance of the individual Order, HIOndemand is obliged to inform the Client of any additional costs and organizational consequences prior to implementation.

IV. Copyright

1. In the event that, within the framework of performance of the Agreement, the Specialist creates a work for the Client within the meaning of the Polish Copyright and Neighboring Rights Act of 4 February 1994 (hereinafter referred to as the "Work"), at the moment of payment by the Client of the total remuneration indicated in the Agreement in accordance with the provisions of the Order - he shall grant the Client an appropriate license to use the Work, or shall transfer the copyrights to the Work to the Client. According to the provisions of Polish law, a written agreement is necessary for the transfer of copyright and the granting of an exclusive licence. According to the agreement between the Specialist and HIOndemand, the Specialist is obliged to send all necessary documents to the Client on request. In the event that the Order indicates the granting of an exclusive license to the Client or the transfer of copyrights to the Client, prior to receipt of the relevant written statements, a non-exclusive license will be granted to the Client in fields of exploitation overlapping with those indicated in the Order, with the simultaneous obligation of the Specialist not to use the copyrights to the Work within the aforementioned scope.
2. HIOndemand declares that the Works shall be free from the rights of third parties, with the proviso that this shall not apply to Works created with the use of works covered by the licence of so-called image banks, voiceovers, music banks or other Works, and to this extent there shall be no transfer of copyrights, to which the Client agrees.
3. The Client is aware of and accepts that in performing the objects of the Orders, the Specialist shall use the works of other authors, the licenses for which shall be purchased for use in accordance with the respective Order. In case of doubt, the Parties agree that the works covered by the Orders shall be used only to the extent agreed therein.
4. The Client undertakes to indicate in a given Order, the type of rights and the fields of exploitation in which a given work/set of works is to be used.

V. Termination of the Agreement

1. The Client has the right to terminate the Agreement with immediate effect without giving any reason. The notice of termination shall be deemed to have been received by HIOndemand on the working day following the day on which it was sent via email. In this case, the Client shall be

obliged to pay remuneration for all work carried out up to the time of receipt of the notice of termination by HIONDemand .

2. HIONDemand has the right to terminate the Agreement with immediate effect due to a gross breach of the Agreement by the Client, in particular failure to make payments on time or delaying the decision-making and communication processes agreed at the start of the cooperation.

VI. Remuneration and settlements

1. The Client shall pay HIONDemand the amount specified in the Order for the performance of the subject matter of the Agreement by the date indicated on the invoice and to the bank account indicated by HIONDemand .
2. HIONDemand's remuneration shall be determined on the basis of the number of hours worked by the Specialists and the Project Manager (Time Material) in accordance with the rates established in the relevant Order for each hour started.
3. Payments to HIONDemand will be made on the basis of a VAT invoice with a payment period of 14 days.
4. All amounts referred to in the Agreement are net amounts and the VAT due must be added to them.
5. If the Client fails to meet the payment deadlines, HIONDemand has the right to suspend all of the implemented activities until the payment is settled.
6. All costs resulting from changes implemented at the request of the Client shall be charged to the Client and shall be payable within 7 days of the date of delivery of the VAT invoice by electronic means (e-mail).
7. In the event of withdrawal by the Client from the fulfillment of the subject Order, particularly on the basis of Paragraph V, Point. 1. above, HIONDemand shall be entitled to remuneration covering the activities carried out up to the point of termination and all costs incurred by HIONDemand in connection with the withdrawal of the Client from the execution of the subject Order on the basis of a VAT invoice with a 14-day payment period.
8. If HIONDemand terminates the Agreement due to a gross breach of Agreement by the Client, in accordance with paragraph V para. 2. above then:
 - HIONDemand shall be entitled to remuneration for all activities undertaken by it up to the time of termination,
 - The Client shall be obliged to reimburse or pay the documented expenses incurred by HIONDemand in accordance with this agreement and the cost estimate,
 - The Client shall be obliged to reimburse all documented and reasonable costs resulting from the termination of contracts concluded by HIONDemand with external contractors in order to perform the Agreement.

VII. Confidentiality Principles

1. Each Party undertakes to keep all Confidential Information confidential, and to use the Confidential Information provided only for the purposes of the Agreement and not to use the Confidential Information provided for any other purpose, and in particular for a purpose contrary to the interest of the other Party.
2. The Parties shall not be obliged to keep in secret Confidential Information: which, at the time of its disclosure, was generally available otherwise than as a result of a Party's breach of the provisions of this Agreement; the disclosure of which is requested from a Party by governmental or self-governmental administration authorities, courts, public prosecutor's office,

tax or inspection authorities, but only in performance of the obligation to disclose it under the applicable provisions of law and only to the required extent.

VIII. Correspondence

1. Any notices, requests or acceptances required under this Agreement regarding the service provided by the Project Manager will be deemed to have been made if delivered via the Client Panel or by e-mail to the addresses indicated in the Request for Offer and the Offer.
2. Communication with the Specialist and acceptance of the Specialist's work will be by email as agreed between the Client and the Specialist.

IX. Responsibility

1. HIONdemand enables the Client to use the services of the Specialists presented by it, indicating their skills, experience and entering into appropriate contracts with them to enable the performance of the objects of the Orders, and provides the additional service of supporting communication between the Specialist and the Client (through the Project Manager, who is an employee of HIONdemand). Specialists are not employees of HIONdemand and HIONdemand is not responsible for their actions/inactions.
2. HIONdemand is not liable for lost profits. In any event, HIONdemand's liability is limited to the amount of remuneration for the Order in question. The limitations of liability do not apply to damage caused by wilful misconduct of HIONdemand .

X. Final provisions

1. The provisions of Section 5 of the Agreement shall be autonomous with respect to the rest of the Agreement and shall bind the Parties during the term of the Agreement and for 5 years after its termination.
2. The provisions of paragraphs 8-11 of Section II of the Agreement shall be autonomous from the rest of the Agreement and shall bind the Parties during the term of the Agreement and for one year after its termination.
3. All amendments to this Agreement shall be in writing under pain of nullity.
4. In the absence of notification to the other Party of a change of the registered office, correspondence sent to the address indicated for delivery at the conclusion of the Agreement shall be deemed to have been effectively delivered.
5. In matters not regulated by this Agreement, the provisions of the Polish Civil Code and the Polish Act on Copyright and Related Rights shall apply accordingly.
6. Disputes that may arise from the performance of this Agreement shall be submitted by the Parties to the Polish Court having jurisdiction over the registered office of HIONdemand .