

General Terms of Cooperation

PLSoft, Paweł Lipowczan

Sole proprietorship

dr. Michała Grażyńskiego 15, 43-450 Ustroń, Poland | Tax ID (NIP): 5482378017 | REGON: 240836787

This is an English translation of the Polish Ogólne Warunki Współpracy, provided for convenience. The Polish version is the binding one: where the two differ, the Polish version prevails.

Orders placed before 26 September 2026 are governed by the version of 1 March 2026, in Polish.

§ 1. Introductory provisions

1. These General Terms of Cooperation (hereinafter: “**GTC**”) set out the rules on which Paweł Lipowczan, running a sole proprietorship under the business name PLSOFT Paweł Lipowczan, with its registered office in Ustroń at dr. Michała Grażyńskiego 15, Tax ID (NIP): 5482378017, REGON: 240836787 (hereinafter: the “**Contractor**”), provides services in IT consulting, software design and development, business process automation, system integration and training (hereinafter: the “**Services**”).
2. The Contractor provides the Services to natural persons running a business, legal persons, and organisational units without legal personality to which specific provisions grant legal capacity (hereinafter: “**Clients**”).
3. The Services are provided under an agreement concluded with the Client (hereinafter: the “**Order**”). The GTC form an integral part of the Order.
4. The provisions of the GTC bind the Contractor and the Client (hereinafter jointly: the “**Parties**”, and individually: a “**Party**”) in full, unless a specific provision of the Order provides otherwise.
5. Where a discrepancy between the provisions of the GTC and the provisions of the Order cannot be resolved, the provisions of the Order apply.

§ 2. Definitions

Capitalised terms used in the GTC and not defined elsewhere in them have the following meanings:

1. **Working Day:** a day that is not a Saturday, a Sunday or another public holiday within the meaning of the Polish Act of 18 January 1951 on public holidays.
2. **Working Hours:** the period from 9:00 to 17:00 on each Working Day, unless the Order provides otherwise.
3. **Materials:** all documents, data, information, specifications, graphics, content and other materials the Client provides to the Contractor for the purpose of performing the Services.
4. **Offer:** an offer of an Order for the provision of Services, stating in particular the type and scope of the Service, the deadline, the Fee and the rules for settling it.
5. **Settlement Period:** a calendar month, unless the Order provides otherwise.
6. **Product:** any result of the provision of the Services, in particular software, automations, integrations, documentation, reports, analyses, automation scenarios and training materials.
7. **Entrepreneur:** a natural person, a legal person or an organisational unit without legal personality that conducts business or professional activity in its own name.
8. **Production Environment:** the Client's IT environment in which the Product is used by end users.
9. **Fee:** the remuneration due to the Contractor for the provision of the Services.

§ 3. Scope of the Services

1. The Services provided by the Contractor may include, in particular:
 - 1) consulting and advice on IT, automation and AI integration,
 - 2) analysis of business processes and recommendations for their optimisation,
 - 3) design, development and implementation of software and automation,
 - 4) system and API integration,
 - 5) implementation and configuration of no-code and low-code tools,
 - 6) training and workshops on technology, automation and AI,
 - 7) maintenance of and technical support for the solutions implemented,
 - 8) preparation of technical documentation.

2. The Contractor shall provide the Services with the due diligence required of a professional working in the IT industry.
3. The Contractor provides the Services by means of distance communication, unless the nature of a given Service or the Order requires the Services to be provided at a particular place.
4. The Contractor may use subcontractors to perform the Services, provided that the Contractor is liable for their acts and omissions as for its own. Using subcontractors does not require the Client's separate consent, unless the Order provides otherwise.
5. The Contractor reserves the right to choose the tools, technologies and methods for performing the Services, guided by the best technical knowledge and by what suits the Client's needs.

§ 4. Cooperation with the Client

1. The Client shall cooperate with the Contractor to the extent necessary to perform the Service, in particular by making available all information, documents, access credentials and Materials necessary to provide the Services.
2. The Contractor is not liable for non-performance or improper performance of a Service if:
 - 1) the information, documents or Materials provided by the Client prove to be incomplete, inconsistent with the facts, or lacking data necessary to provide the Services properly,
 - 2) the Client, despite the Contractor's request, has not provided all the information, access credentials, documents or Materials necessary to provide the Services properly,
 - 3) the Client has made changes to the Production Environment or to the Product without agreeing them with the Contractor.
3. The Contractor is not obliged to verify the truth or completeness of the information and documents provided by the Client.
4. The Client shall appoint a person authorised to contact the Contractor and to make decisions on the performance of the Services within 3 (three) Working Days of the date the Order is concluded.

§ 5. Orders

1. An Order for the provision of Services is based on an Offer, which the Contractor makes available to the Client in documentary form, by e-mail.

2. Where an Offer does not state how long it is valid, it is valid for 14 (fourteen) days from the day it is made available to the Client.
3. An Order is concluded at the moment the Client makes a statement in documentary form accepting the Offer.
4. An Order is concluded for the time needed to perform the Service that is its subject, unless the Order provides otherwise.
5. Any amendment to or termination of an Order must be made in documentary form, or it is invalid.
6. The subject of an Order is only the Services expressly named in it. In case of doubt, each Service is deemed the subject of a separate Order.

§ 6. How the Services are provided

1. How and by when a Service is performed follows from the Order and, where the Order so provides, from arrangements made with the Client as the work goes on, by e-mail or instant messaging.
2. Where the Contractor's start on the Services depends on the Client paying the Fee in advance or providing specific information, documents or access credentials, the period for performing the Service stated in the Order starts on the Working Day after the day on which the Client completes the last step required to start the Services.
3. At the Client's request, the Contractor shall provide up-to-date information on the progress of the Services.
4. Products created by the Contractor as part of the Services are delivered to the Client in electronic form, unless the Order provides otherwise.
5. The Contractor performs the Services iteratively, in the sequence: analysis, prototype (PoC), implementation (MVP), development, unless the Order sets out a different procedure. Each stage is subject to the Client's acceptance before the next begins.

§ 7. Communication with the Client

1. All information and statements given in connection with an Order, for which neither the GTC nor the law require written form, may be given to the other Party in documentary form, by e-mail.

2. The Client may contact the Contractor:

- 1) by e-mail, at: pawel@lipowczan.pl,
- 2) by telephone, at: +48 501 039 643,
- 3) by instant messaging, as agreed between the Parties.

3. Information or documents sent by e-mail are deemed delivered at the moment from which the Party could read them. If that moment falls outside Working Hours, the information is deemed delivered on the next Working Day.

4. Each Party shall promptly inform the other of any change to its contact details.

§ 8. Fee

1. For providing the Services, the Contractor is entitled to the Fee set out in the Order.

2. The Contractor's Fee is increased by VAT at the rate required by the applicable law.

3. The Fee may be:

- 1) a lump sum (hereinafter: the "Lump-Sum Fee"): a fixed amount for a specific Service,
- 2) hourly (hereinafter: the "Hourly Fee"): the hourly rate multiplied by the time spent providing the Services,
- 3) a subscription (hereinafter: the "Subscription"): a fixed monthly amount for a defined scope of maintenance or support Services.

4. For an Hourly Fee, the expected amount of time may be stated approximately. If, in the course of the Service, it proves insufficient, the Contractor shall promptly inform the Client and state the additional time expected. If the Client does not respond within 7 (seven) days, the Client is deemed to have withdrawn from further provision of the Service.

5. The Client's withdrawal does not affect the obligation to pay the Fee for Services performed up to the moment of withdrawal.

6. The Order may require the Client to pay all or part of the Fee in advance, before the Contractor starts providing the Services. The advance payment is due within 7 (seven) days of receipt of a pro forma invoice, unless the Order states a different deadline.

7. After the end of each Settlement Period, the Contractor issues an invoice covering the Fee for the Services performed in that period. The invoice is issued in electronic form and delivered to the Client by e-mail, to which the Client consents.

8. For hourly settlement, the Contractor delivers a statement of the work performed together with the invoice. Working time is stated and billed rounded to the full 15 minutes, except for AI Consultations, the paid advisory sessions booked through konsultacje.lipowczan.pl, which are billed for every hour started.
9. The Fee is payable within 14 days of the invoice being delivered to the Client, unless the Order states a different payment deadline.
10. The Fee is paid by bank transfer to the Contractor's bank account stated on the invoice. The day of payment is the day the funds are credited to the Contractor's bank account.
11. The Contractor may suspend the provision of the Services if the Client is late with any payment by more than 14 (fourteen) days after it falls due. Where several Orders are being performed at the same time, this right applies to the Services provided under all of them.
12. In addition to the Fee, the Contractor is entitled to reimbursement of expenses incurred with the Client's prior consent in connection with the provision of the Services, in particular the costs of tool licences, cloud services, travel and accommodation.

§ 9. Copyright and intellectual property

1. On payment of the full Fee for a given Service, the Contractor transfers to the Client the economic copyright in the Products created as part of that Service, in the following fields of exploitation:
 - 1) recording and reproduction: producing copies by any technique, including digital, printing, reprographic and magnetic recording, and on electronic media,
 - 2) trade: placing on the market, lending or renting,
 - 3) dissemination: making available to the public, including on the internet.
2. The transfer of rights referred to in clause 1 also covers the right to exercise derivative rights, in particular the right to modify, extend and further develop the Products.
3. The Contractor retains the right to use the general knowledge, experience, techniques and methodologies acquired or developed in the course of providing the Services (know-how), including applying them in projects for other clients.
4. The Order may provide for a different model of copyright, in particular granting a licence instead of transferring the rights.
5. The Contractor declares that the Products created in performing the Services will not infringe the intellectual property rights of third parties, provided that the Products may contain open-source components or third-party tools covered by their own licences. The Contractor will inform the Client of such components.

§ 10. Confidentiality

1. Each Party shall keep secret, and protect against disclosure or unwanted use, all confidential information obtained from the other Party in connection with the provision of the Services.
2. Confidential information includes in particular: technical, business, organisational and financial data, system access credentials, know-how, source code, personal data, and any information the Party has marked as confidential.
3. The obligation of confidentiality does not apply to information:
 - 1) that is publicly available, unless it became public through a breach of the obligation of confidentiality,
 - 2) that the Party obtained from another source without a breach of the obligation of confidentiality,
 - 3) whose disclosure is required by the applicable law.
4. The obligation of confidentiality applies for the duration of the Order and for 2 (two) years after it ends, unless the Order provides otherwise.
5. The Contractor informs the Client that, in providing the Services, it may use tools and services supplied by third parties (in particular cloud services, AI tools and automation platforms). The Contractor will make efforts to ensure that these tools provide an appropriate level of data security.

§ 11. Complaints

1. In the event of non-performance or improper performance of a Service, the Client may file a complaint in documentary form, by e-mail.
2. A complaint should state: who the Client is, the Service concerned, a description of the irregularity and the resolution expected.
3. The Contractor replies to a complaint by e-mail within 14 (fourteen) days of receiving it.

§ 12. Termination of an Order

1. If the Client's complaint is not upheld, the Client may terminate the Order with immediate effect.
2. The Contractor may terminate the Order with immediate effect if the Client is late in paying a Fee that has fallen due and has not paid it within 7 (seven) days of receiving a demand for payment in documentary form.

3. Either Party may terminate an Order concluded for an indefinite period with 30 days' notice, effective at the end of a calendar month.
4. Termination of an Order by either Party does not affect the Client's obligation to pay the Fee in proportion to the Services performed up to the moment of termination.
5. Termination of an Order requires a statement to the other Party in documentary form, or it is invalid.

§ 13. Liability

1. The Contractor's liability for non-performance or improper performance of the Services is limited to the net Fee paid to the Contractor under the Order to which the damage relates in the 12 (twelve) months before the damage arose.
2. The Contractor is not liable for:
 - 1) the Client's lost profits (lucrum cessans),
 - 2) damage resulting from acts or omissions of the Client or third parties,
 - 3) damage resulting from changes to the Product or the Production Environment not agreed with the Contractor,
 - 4) interruptions in the third-party services and tools the Product uses,
 - 5) the circumstances listed in § 4(2) of the GTC.
3. The Contractor is not liable for matters of the Client that were not entrusted to the Contractor under an Order.
4. The Contractor declares that it holds third-party liability insurance for its business activity. At the Client's request, the Contractor will provide a copy of the insurance policy.

§ 14. Marketing cooperation

1. Unless the Order provides otherwise, the Client consents to the Contractor:
 - 1) stating the fact of cooperation with the Client in marketing materials, on the Contractor's website and in social media, without disclosing the terms of the cooperation,
 - 2) placing the Client's name and logo in the Contractor's portfolio, offers and marketing materials,
 - 3) placing an opinion of the Contractor written by the Client in marketing materials.

2. At the Client's request, the Contractor shall show the Client the marketing materials concerning their cooperation before publishing them.

§ 15. Processing of personal data

1. The Contractor is the controller of the Client's personal data, which it processes in order to conclude and perform the Order, issue invoices, pursue claims and, where applicable, for marketing cooperation.
2. Where performing the Services requires processing personal data entrusted by the Client, the Parties conclude a separate data processing agreement.
3. Detailed information on the processing of personal data is set out in the Contractor's privacy policy.

§ 16. Amendments to the GTC

1. The Contractor may amend the GTC at any time by issuing new GTC.
2. New GTC apply only to Orders concluded after the new GTC have been delivered to the Client. Services ordered before the new GTC were delivered are governed by the GTC in force when they were ordered.

§ 17. Dispute resolution

1. The Parties will seek to resolve amicably any disputes arising from the GTC or an Order. If they cannot reach agreement, the dispute will be settled by the common court having jurisdiction over the Contractor's registered office.

§ 18. Final provisions

1. The GTC and the Order are governed by Polish law.
2. If any provision of the GTC proves invalid or ineffective, this does not affect the validity of the remaining provisions. The relevant provisions of Polish law apply in place of the invalid or ineffective provision.
3. Matters not governed by the GTC are governed by Polish law, in particular the Civil Code and the Act on Copyright and Related Rights.
4. The GTC enter into force on 26 September 2026.