

Schedule B

Country Schedule – Poland

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing Law and Dispute Resolution**

If Polish law governs the Agreement, the following term shall be incorporated into the Agreement: **“Polish Civil Code”** means the Act of April 23, 1964 the Civil Code (consolidated text of 16 September 2020 Journal of Laws of 2020, item 1740) as further amended. Any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the law of, and subject to the exclusive jurisdiction of the courts of, Poland.

3. **Intellectual Property Rights**

Upon full payment, Client will, subject to the other terms of the relevant Agreement, own the copyright in Deliverables prepared under the relevant Agreement. Vialto will own all right, title and interest in Vialto Materials (including all intellectual property rights therein); provided that Client will have a non-exclusive, non-transferable license to use Vialto Materials included in such Deliverables for its internal purposes. Vialto shall own all right, title and interest, including all intellectual property rights, in aggregated or anonymized data sets (including databases) created by or on behalf of Vialto using Client data provided that such data has been aggregated or otherwise anonymized to the point where it could not reasonably be further processed to re-identify Client data.

4. **Large Enterprise**

Vialto hereby declares that the entity that we represent is a large enterprise in accordance with the Appendix I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187, 26 June 2014, as amended).

5. **Entire Agreement**

The following is added to the Agreement:

“The Contract may only be amended by a written agreement under the pain of nullity.”

6. **Loaned Staff Services.** In the event of provision of Loaned Staff Services by Vialto to Client in accordance with provisions set forth in schedule C of the Agreement, to the extent that Polish law is applicable to the employment relationship(s) of the Loaned Staff, it is deemed that Client is authorized to undertake actions under the labor law within the meaning of art. 3¹ of the Labor Code (Act – Labor Code of 26 June 1974 as amended – **“Labor Code”**) with respect to the Loaned Staff to the extent provided for in schedule C of the Agreement.

For the avoidance of doubt, within the scope of the authorization referred to in the preceding sentence, Client shall be responsible for undertaking any necessary and/or required actions in connection with health and safety at workplace of the Loaned Staff, as set forth in the Labor Code. While being provided with Loaned Staff Services, Client shall be responsible for protecting at work the health and life of the Loaned Staff by ensuring safe and healthy working conditions at the Loaned Staff's workplace. In particular (but not limited to), Client shall (i) organize work in a manner ensuring safe and hygienic working conditions, (ii) ensure compliance with the provisions and rules of occupational health and safety in the workplace, and (iii) respond to health and safety needs at the workplace of the Loaned Staff. The health and safety obligations referred to in the preceding sentence also encompass any information obligations towards the Loaned Staff as set forth in the Labor Code and/or the obligation of Client to cooperate with the employer of the Loaned Staff, should at any time the fulfilment of any health and safety obligations require such cooperation (e.g. as in case of appointment of a health and safety coordinator within the meaning of art. 208 of the Labor Code).

It is understood and agreed by the parties that the authorization referred to in this section shall not encompass (i) establishing, amending and/or terminating employment relationship(s) with the Loaned Staff, (ii) applying disciplinary measures provided for in the Labor Code, (iii) changing terms of remuneration of the Loaned Staff, including granting bonuses of whatsoever kind and/or any awards. Client hereby expressly agrees not to undertake any of the abovementioned actions.

It is understood and agreed by the parties that nothing in the Agreement is intended to give rise to an employer-employee relationship between the Loaned Staff and Client and that the Loaned Staff, at all times during the provision of the Loaned Staff Services, shall remain employed by Vialto (or Vialto Subcontractor, as the case may be) and shall not be considered to be employee(s) of Client or its Affiliates.