

TERMS AND CONDITIONS
of Energy Industry Mixer edition IV (14.06.2023)

The Terms and Conditions establish the standards for registration for and participation in the “Energy Industry Mixer” Event.

1. Definitions:

Event: Energy Industry Mixer – international meeting dedicated mainly for local governments, self-government organisations, manufacturers, and service providers operating in the energy, recycling, and biomass industries, which will take place on Wednesday, 14 June 2023 at the Conference Centre of the LBC Legnica Special Economic Zone located at the address of ul. Rycerska 24, 59-220 Legnica (Poland), hereinafter “Event”;

Participants of the Event registered by 19 May 2023: Event Organiser, Co-Organisers, Partners, Sponsors, Public Institutions and Entities, Key Participants, OEM companies, EPC companies, Suppliers. The category to which an entity registering for participation in the Event is assigned is determined by the Organiser.

Co-Organisers, Partners, Sponsors: Entities qualified by the Organiser for participation in the Event upon conclusion of appropriate agreements, hereinafter “Entities supporting the Event”.

Event Organiser: BGC Group Prosta Spółka Akcyjna, ul. Ks. Piotra Wawrzyniaka 6, NIP (taxpayer identification number): 8992681839, REGON (national business register number): 021094068, KRS (national court register) 0001003380, tel. +48 71 338 65 30, hereinafter “Organiser”.

Main Co-Organiser: Legnica Special Economic Zone

Guests: Participants of the Event registered between 20 May 2023 and 31 May 2023 participating in the NON-personalised plan and subject to conditions different from those applying to participants registered before the aforementioned date, hereinafter “Guests”;

1. The Event will be composed of the following segments:

- a) Rotating tables – At the rotating tables, the Participants will have the opportunity to talk mainly with representatives of OEMs/EPCs, Suppliers, Institutions operating in the energy industry, and local governments. Each table will hold 7/8 companies and 1 translator/moderator (PL/ENG). One meeting session will take 20 minutes in total, with 2 minutes for each company to introduce itself. Following the given meeting session, the Participants will move to another table according to their “personalised” plans. The Organiser reserves the right to make changes to rotating table meetings with consideration of logistic and organisational requirements.
- b) Bilateral meetings with advance reservations – the Event will involve official representations of local governments and companies with industrial significance in the energy, recycling, and biomass industries designated as Key Participants. The company will have the right to approve or reject a received meeting request. The bilateral meeting sessions will take 20 minutes. Companies, which have completed registration, will receive a list of OEMs and Key Participants open to requests for meetings from the

Organiser's Infodesk. The Organiser reserves the right to make changes to bilateral meetings reserved in advance with consideration of logistic and organisational requirements.

- c) The Participants who will have the opportunity to present themselves in the so-called **Showroom** are selected by the Organiser.
 - d) Plenary conference, which will host representatives of entities organising the event, public entities and institutions operating in the energy industry, leading industrial groups (Polish and foreign). The detailed schedule of the plenary conference and potential changes to the schedule shall be published on the official website of the Event at www.energymixer.eu. The conference will be translated simultaneously into English and Polish.
 - e) Open Networking is the part of the event open to all Participants who confirm their attendance. The networking part will serve to tighten the business contacts potentially established during the previous parts of the Event, establish new contacts, or simply enjoy the attractions provided to the Participants by the Organiser.
2. Registration – Participation in the Event, specifically in the meetings discussed in point 2 letters a) and b, requires purchase of a ticket, payment of the other charges discussed in section 4, and registration by filling out the registration form available online at www.energymixer.eu by no later than 19 May 2023. Registration details will be established in the invitation or on the Organiser's website. Participants who register between 20 May 2023 and 31 May 2023 will be classified as "Guests" and covered by the "non-personalised" plan. The Organiser has the right to approve individuals whose registrations were submitted after 19.05.2023 arbitrarily.
 3. The ticket prices for individual packages will be published together with specifications and other charges online at www.energymixer.eu and in the registration form.
 4. The ticket price covers the following: access to meetings organised in scope of the Event in accordance with the Terms and Conditions; food & drink (hot and cold) catering services; support from staff provided by the Organiser; onsite translation services in accordance with the provisions of the Terms and Conditions; package of materials from the event, and car parking on premises of the event in the zones designated by the Organiser.
 5. The Organiser is authorised to grant numerous discounts to individual companies, Institutions, and Public Entities, establish individual exceptions from the provisions of these Terms and Conditions, etc.
 6. The number of participants in the Event is limited. If this number is exceeded, the Organiser is authorised to close the registration process before the date of 19.05.2023 and announce this as seen fit.
 7. Individuals who did not register or pay for the ticket will not be able to attend the Event unless the Organiser should decide otherwise in exceptional situations.
 8. We reserve the right to make changes in scope of the conditions and plan of the Event. The Organiser shall announce any potential changes on the website, via e-mail, and by telephone (for registered Participants). All Participants will receive an individual participation plan in the given part during registration on the day of the Event.
 9. The Organiser reserves the right to enter additional changes to these Terms and Conditions in order to resolve potential matters, which were not initially recognised

within. In order for said changes to take effect immediately, they must be reported and distributed to the Participants in any way seen fit by the Organiser.

10. In order to allow the Event to be held under effective restrictions resulting from an epidemic or epidemiological hazard when an epidemic or pandemic is established in Poland, the Organiser may organise the Event in hybrid format, i.e. with an additional option of attending the Event or some of its parts via remote communication measures (online). If required to do so by the restrictions effective in Poland or wellbeing of the Event's participants, the Organiser may decide that certain participants are eligible to take part in the Event online only.
11. By registering for participation in the "Energy Industry Mixer", you are granting consent to the processing of your personal data listed in the Registration Form by the Organiser of the "Energy Industry Mixer" in scope required for fulfilment of the Organiser's obligations throughout the time required to fulfil all of the Organiser's obligations until the end of the Event and for purposes of marketing and promoting the products and services offered by the entities operating under the Bosetti Global Consulting capital group until you withdraw your consent for such processing. Providing personal data is strictly voluntary, but required in order to participate in the "Energy Industry Mixer" event.
12. The data of the notified participants will or may be disclosed for processing to the Main Co-Organiser, Main Sponsor, Co-Organisers, and Partners of the Event for purposes of the Event only, including for marketing purposes. The register of entities who will receive access to the personal data of the Participants for processing for the aforementioned purposes will be provided by the Organiser (Personal Data Controller) on the website of the Event at www.energymixer.eu no later than on the day of the Event.
13. In fulfilment of the objectives and assignments in scope of organisation of the "Energy Industry Mixer", the Organiser and the Companies operating under the Bosetti Global Consulting capital group shall process your personal data in accordance with commonly effective provisions of the law. In order to fulfil the informational obligation as dictated by art. 13 and 14 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), Official Journal of the European Union L 119, p. 1, hereinafter GDPR*, the Organiser provides access to the full Information Clause on personal data processing, ~~which can be found on the website of the Event at www.energymixer.eu.~~ which constitutes attachment no. 1 to these Terms and Conditions.
14. Notification of participation is equivalent to granting consent to the Organiser for use of the logo, name, and image of the Participant of the Event for purposes of promoting, organising, and informing of the Event. The Organiser reserves the right to obtain and use the name and logo of the Participant's company in marketing materials designed to promote the Event by providing the list of registered companies referred to as Participants. If the Participant does not approve the aforementioned and wants the Participant's logo removed from said marketing materials, the Participant must file the appropriate request explicitly and in writing to the following e-mail address: info@energymixer.eu

15. The Organiser undertakes to take advantage of the available resources in a due manner, but is under no responsibility to ensure and does not ensure any business results (new orders, new agreements, etc.) for the Participants due to their involvement in the Event.
16. In order to make payment for tickets and other charges required from Participants in accordance with individual arrangements made with the Organiser, the individuals whose registration for the event (Stage A and B) is approved will use bank transfers. The Organiser will provide 2 bank accounts for the aforementioned payments in the following two currencies: PLN (Polish zloty) and (euro). The aforementioned bank accounts – including international coordinates – will be provided to Participants by e-mail following completion of the registration process. Following completion of the registration process, the buyer must provide proof of payment – within 36 hours counted from the moment of registration – to the following e-mail address: info@energymixer.eu
17. The Organiser of the Event is not held responsible for agents handling the aforementioned bank transfers (banks, financial institutions, etc.).
18. The Organiser reserves the right to reschedule or relocate the Event in the event of force majeure. For the purposes of these Terms and Conditions, force majeure means all unpredictable situations or events of an extraordinary nature beyond the control of the Organiser and preventing the Organiser or Main Co-Organiser from fulfilling any of their obligations for reasons other than error or negligence of the Organiser or Main Co-Organiser, which cannot be overcome despite due diligence. In such situations, the Participants are not entitled to any compensation or reimbursement of payments made to the Organiser.
19. The Organiser is authorised to cancel the Event, of which the Participants must be promptly informed. In this situation, the registrations will be considered as cancelled and the Organiser will be obliged to reimburse only the admission payments and Showroom fees without any obligation to pay any additional remuneration or compensation, specifically without any obligation to reimburse other costs incurred by the Participant.
20. If the Participant should cancel participation in the Event or not attend the event for reasons beyond the control of the Organiser, the Participant will not be entitled to reimbursement of any payments made towards the Event (including admission tickets, Showroom fee).
21. The Organiser reserves the right to refuse registration without providing reasons.
22. The Organiser is not held responsible for any potential damages inflicted to Participants by third parties, specifically by other Participants. The Participants shall provide their own insurance covering potential damages, which may be inflicted upon third parties by themselves, their employees, individuals working for them or on their behalf, or due to the actions of said employees and individuals working for them or on their behalf. Furthermore, the Participants shall provide their own insurance covering all damages in devices and materials constituting their property, which they will bring to the Event. The Organiser is not held responsible for the belongings of the Participants (including in places like the changing room or

Showrooms). The Organiser is not held responsible for the presence of other Participants of the Event and does not guarantee presence of OEMs/EPCs/KEY PARTICIPANTS at the bilateral meetings – all Participants attend the Event on a voluntary basis.

23. If the Participant should violate these Terms and Conditions, the Organiser may revoke said Participant's right to participate in the Event. In such a situation, the Organiser must make this fact clear to the Participant and the Participant is not entitled to any reimbursement of costs or compensation.
24. By registering, the Participant accepts the provisions and establishments of these Terms and Conditions. In the event of a dispute, the Participant shall initially report any claims to the Organiser in order to attempt to resolve the situation arbitrarily solution. If an arbitrary understanding cannot be reached, the court appropriate to handle the dispute is the court with jurisdiction over the registered seat of the Organiser.
25. These Terms and Conditions are governed by the law of Poland.
26. The aforementioned documents apply to all participants of the Event upon their publication on the Organiser's website.

Wrocław, 2 May 2023

ATTACHMENT NO. 1:

Personal data processing information clause

Please be informed that the Companies operating under the Bosetti Global Consulting capital group shall process your personal data collected pursuant to art. 13 and 14 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) (Official Journal of the European Union L 119, p. 1) – hereinafter GDPR* – in fulfilment of the objectives and assignments of the ENERGY INDUSTRY MIXER.

In accordance with GDPR, in order to provide appropriate personal data protection for the data subject, information concerning the processing of the personal data of said subject must be provided as established in art. 13 or art. 14 sections 1 and 2 of GDPR – depending on whether the data was collected directly from the data subject or from other sources.

The General Data Protection Regulation – GDPR – was created in order to provide natural persons with more control over how their data is used. In fulfilment of the information obligation, please find the terms of processing of your data by the entities operating under the Bosetti Global Consulting capital group below:

1. Who is the Data Controller:

- 1) The joint controllers of your personal data are:
 - a. BGC Group P.S.A. with its registered seat in Wrocław, KRS (national court register number): 0001003380
 - b. BRIX P.S.A. with its registered seat in Wrocław, KRS (national court register number): 0001005917

2. How to contact us:

The Personal Data Controller has appointed Andrzej Burkiewicz as the Personal Data Protection Inspector. Contact: e-mail: iod@bosetti.pl

3. General information:

- 1) The personal data is protected in accordance with the requirements of commonly effective provisions of the law and stored on secure servers.
- 2) Data security is ensured by Personal Data Controllers.
- 3) The companies operating under the Bosetti Global Consulting capital group are subject to a personal data processing Security Policy, which is available at the location of the Personal Data Protection Controller.
- 4) All personal data entered in the registration form is considered confidential and is not visible or available to unauthorised individuals.

4. Processed data types and sources:

- 1) We collect and process the following data categories:

<p><i>First name; Last name; Sex; Citizenship; PESEL personal identification number; Date of birth; Correspondence address; Telephone numbers; Correspondence e-mail address; Company name and logo;</i></p>
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- 2) Your personal data was collected

- a. pursuant to your agreement by the Personal Data Controllers or members of the Bosetti Global Consulting capital group or due to measures required for purposes of its conclusion (legal grounds: art. 6 section 1 point b of GDPR),
- b. from your registration form dedicated to the aforementioned “Energy Industry Mixer” (legal grounds: art. 6 section 1 points a and b of GDPR),
- c. from public sources in scope of common data.

5. Purpose and grounds for processing of your personal data

- 1) The Bosetti Global Consulting capital group processes your personal data for the following purposes:
 - a. fulfilment of the agreement concluded with the entities operating under the Bosetti Global Consulting capital group or measures required to conclude it (legal grounds: art. 6 section 1 point b of the Regulation)
 - b. fulfilment of the obligations of the entities operating under the Bosetti Global Consulting in scope of business activity and fulfilment of concluded agreements (legal grounds: art. 6 section 1 point c of the Regulation),
 - c. direct and indirect marketing conducted by Bosetti Global Consulting with remote communication measures such as telephones and electronic mail, promotional purposes including distribution of agreement proposals and offers via remote communication measures such as telephones and electronic mail, and promotion and offers of the products and services offered by entities operating under the Bosetti Global Consulting capital group (legal grounds: art. 6 section 1 point a of the Regulation),
 - d. debt recovery (legal grounds: art. 6 section 1 point f of the Regulation)
 - e. internal administrative purposes of the entities operating under the Bosetti Global Consulting capital group, including statistics and reporting.

6. Data disclosure and recipients

- 1) In scope of data processing for the purposes specified in point 3, your personal data may be disclosed to other personal data recipients or recipient categories. The recipients of your personal data may include the following:
 - a. Entities authorised to receive your personal data in accordance with appropriate provisions of the law, including **public authorities** (e.g. courts, offices, public administration authorities, law enforcement authorities, supervisory authorities);
 - b. Entities processing the data on behalf of Personal Data Controllers (e.g. entities servicing our ICT systems or providing our ICT instruments).
 - c. Entities operating under the Bosetti Global Consulting capital group in light of the operated business activity and fulfilment of agreements and in scope required to fulfil the obligations of the Organiser throughout the time required to fulfil all obligations of the Organiser of the “Energy Industry Mixer” until the end of the Event and in scope of marketing and promotion of the products and services offered by the entities operating under the Bosetti Global Consulting capital group until withdrawal of your consent towards such processing.
 - d. Entities involved in organisation of the “Energy Industry Mixer” (Main Co-Organiser, Main Sponsor, Co-Organisers, and Partners of the Event) for data processing exclusively for purposes related with the Event only, including for marketing purposes. The register of entities who shall receive your personal data for processing for the aforementioned purposes shall be provided by the Organiser of the “Energy Industry Mixer” (Personal Data Controller) in accordance with the Event’s Terms and Conditions published online at www.energymixer.eu.

7. Personal data storage time

- 1) Your personal data shall be processed throughout the time required for fulfilment of the processing purposes specified in point 5, i.e. as follows:
 - a. in scope of your agreement – if applicable – concluded as a Partner, Co-Organiser, or Sponsor of the “Energy Industry Mixer” with the event’s Organiser or other entities operating under the Bosetti Global Consulting capital group throughout the duration of said agreement and afterwards for the time required by provisions of the law or in order to secure potential claims and – if you should grant consent to data processing following expiration of the agreement – until you withdraw your consent,
 - b. in scope of fulfilment of the obligations of the Organiser of the “Energy Industry Mixer” resulting from your registration via the registration form dedicated to the aforementioned Event throughout the time required to fulfil all obligations of the Organiser of the Event until the end of the

Event and subsequently throughout the period and in scope required by provisions of the law or to secure potential claims and – if you should grant consent to data processing – until you withdraw your consent,

c. in scope of fulfilment of the legal obligations imposed upon the entities operating under the Bosetti Global Consulting capital group due to their business activity and fulfilment of agreements until fulfilment of said obligations by said entities,

d. in scope of marketing and promotion of the products and services offered by the entities operating under the Bosetti Global Consulting capital group until you withdraw your consent to such processing,

e. in scope of internal administrative purposes until fulfilment of the legitimate interests of the entities operating under the Bosetti Global Consulting capital group serving as grounds for said processing or until you should object towards such processing.

8. Your rights towards the Personal Data Controller in scope of the processed data

- 1) In light of the processing of your personal data by entities operating under the Bosetti Global Consulting capital group, you are entitled to the following:
 - a. right to access the content of your data in accordance with art. 15 of the Regulation,
 - b. right to rectify your data in accordance with art. 16 of the Regulation,
 - c. right to request deletion of your data in accordance with art. 17 of the Regulation,
 - d. right to request limitation of processing of your data in accordance with art. 18 of the Regulation,
 - e. right to file an objection towards the processing of your personal data and right to be forgotten in accordance with art. 21 of the Regulation,
 - f. right to data portability in accordance with art. 20 of the Regulation,
 - g. right to representation,
 - h. right to compensation,
 - i. right to file a complaint to the supervisory authority (President of the Personal Data Protection Office).

9. Right to withdraw consent

In situations where your personal data is being processed pursuant to art. 6 section 1 point a of the Regulation, i.e. consent to personal data processing, you are entitled to withdraw your consent at any time with no effect on the legality of the processing performed pursuant to your consent before it was withdrawn.

10. Right to file a complaint

If you should come to the conclusion that the processing of your personal data by entities operating under the Bosetti Global Consulting capital group breaches the provisions of the Regulation, you are entitled to file a complaint to the supervisory authority.

11. Transfer of data outside of the European Economic Area

Your personal data **shall not** be transferred to recipients in states located outside of the European Economic Area.

12. Decisions based on automated personal data processing procedures

Entities operating under the Bosetti Global Consulting capital group do not make any decisions involving yourself based on automated personal data processing procedures, including profiling.