

Attachment no.2

**STATEMENT
of the Change of E-mail Address for Electronic Invoices**

Client's Data

Name and surname/Company name

.....

Address (street, no., post code, city)

.....

.....

Company Number (if applicable):.....

VAT Number (if applicable):.....

Client's account no. with Transfer Multisort Elektronik Limited:.....

I hereby request that the email address to which Transfer Multisort Elektronik Limited, a company incorporated under the laws of England and Wales with company number: 10482843, with its registered office at Suite 1c, Station Road Industrial Estate, Station Road, Coleshill House, Birmingham, England, B46 1HT issues electronic invoices shall be amended to the following new email address:

.....

(new e-mail address)

I understand that all future electronic invoices shall be sent to the email address provided in this statement and no further electronic invoices shall be sent to the former email address.

.....

Date

.....

Signature of the person making the statement

TERMS AND CONDITIONS OF USE OF E-INVOICES OF TRANSFER MULTISORT ELEKTRONIK LIMITED ('Terms')

§ 1. DEFINITIONS

Applicable Laws - the laws and regulations in England and Wales as they may be issued and in force from time to time;

TME - Transfer Multisort Elektronik Limited, a company incorporated under the laws of England and Wales with company number: 10482843, with its registered office at Suite 1c, Station Road Industrial Estate, Station Road, Coleshill House, Birmingham, England, B46 1HT;

Use of TME e-invoices – issuing, notification of issuing and providing Clients with e-Invoices by TME in accordance with Applicable Laws and in a way that ensures authenticity of their origin, content integrity and legibility;

e-Invoice (or e-Invoices) – sales VAT invoice, corrective VAT invoice, prepayment VAT invoice, as well as corrective prepayment VAT invoice, in a form of an electronic document (in PDF format) that fulfils the requirements specified in the VAT Notice 700, VAT Notice 700/63, VAT Notice 725 or such other VAT Notice or Applicable Laws as in force from time to time;

Client (or Clients) – any person or body corporate to whom TME are providing or provided goods or services;

E-mail address – an electronic e-mail account provided by the Client in Client's Statement of Approval for Issuing and Sharing Invoices in an Electronic Form, Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form, or Statement of the Change of E-mail Address for Electronic Invoices;

Consumer – an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft, or profession.

§ 2. GENERAL PROVISIONS

1. These Terms stipulate the rules of Use of TME e-invoices.

2. In order to be issued e-Invoices by TME, the Client must fulfil all the requirements listed in points a-f below, i.e.:
 - a) have access to an electronic device with an internet connection; and
 - b) review these Terms available on the www.tme.eu website, in the “Your Account” tab – “E-invoices” or “Help” – “My Account” – “E-invoices” and accept as well as observe their provisions and
 - c) install software allowing to view PDF files; and
 - d) deliver to TME a Statement of Approval for Issuing and Sharing Invoices in an Electronic Form; and
 - e) in the Statement specified in point d) above, enter an E-mail address for receipt of e-Invoices; and
 - f) activate an e-Invoice with a link received by e-mail to the notified E-mail address within the time stipulated (upon activation, it shall be deemed that the Client has complied with points a) to c) below and has accepted these Terms).
3. Template Statement of Approval for Issuing and Sharing Invoices in an Electronic Form, Statement of the Change of Email Address for Electronic Invoices, as well as Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form shall constitute Attachments to these Terms and shall form part thereof. These Terms along with template statements shall be available on the www.tme.eu website under “Help” – “My Account” – “E-invoices”.
4. The Statement of Approval for Issuing and Sharing Invoices in an Electronic Form shall be submitted by the Client in one of the forms specified below:
 - a) by accepting the content of the Statement of Approval for Issuing and Sharing Invoices in an Electronic Form while submitting an order on the www.tme.eu website and by entering an E-mail address for receipt of e-Invoices by the Client; or
 - b) by specifying an E-mail address for receipt of e-Invoices by the Client on the www.tme.eu website, in the “Your Account” tab – “e-invoices” and accepting the content of the statement (available for Clients with active accounts on the www.tme.eu website); or

c) by completing and signing by hand and delivering to TME the Statement of Approval for Issuing and Sharing E-Invoices:

- by personal service or by post to: Transfer Multisort Elektronik Limited, Station Road Industrial Estate, Station Road, Coleshill House, Birmingham, England, B46 1HT; or
- as a scan by email to: e-invoice@tme.eu.

d) by accepting the content of the Statement of Approval for Issuing and Sharing Invoices in an Electronic Form while registering the Client's account at www.tme.eu and by filling in the field provided for the E-mail address therein to which the Client wants to receive e-Invoices.

5. Statement of Approval for Issuing and Sharing Invoices in an Electronic Form, Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form, as well as Statement of the Change of E-mail Address for Electronic Invoices shall be signed by a duly authorised representative, according to the provisions of the Companies Act 2006, the Applicable Laws and pursuant to the Client's articles of association in the event that the Client is a body corporate.
6. In order to start using electronic invoices at TME, it is necessary to activate this function by clicking on the link received at the e-mail address indicated during the account registration. If the Client did not receive an activation link, it means that activation took place automatically. In case of any doubts, the Client can check whether they use electronic invoices in the "Your Account" – "e-Invoices" tab.
7. TME sends e-Invoices from the following e-mail address: e-invoice@tme.eu If an invoice purporting to be issued by TME was sent via any other e-mail address, please notify TME of the fact immediately, as this may not be genuine and may constitute an attempt to extort money from TME's Client.

§ 3. REQUIREMENTS FOR ISSUING ELECTRONIC INVOICES

1. Upon issuing the e-Invoice, TME shall send to Client's e-mail address the e-Invoice in PDF format. TME confirms that it has implemented adequate processes that guarantee the authenticity of the invoice's origin, content integrity and legibility.
2. In the e-mail message containing the e-Invoice, TME shall also provide a unique link to download the e-Invoice in PDF format from the www.tme.eu website using an encrypted connection. The link shall be active (allowing the download of the invoice) for 24 hours from the first use.
3. Clients with active accounts at www.tme.eu may download the e-Invoice from their account services.
4. All payment dates shall be calculated starting from the date on the e-Invoice.
5. Service of an e-Invoice shall be deemed to have been effected on transmission of the email to the Client by TME, whether containing the e-invoice or a link to download the e-invoice and where the link is not included therein, it shall not affect the deemed date and time of service of the e-invoice.
6. TME shall start issuing e-Invoices no sooner than after the registration of the Statement of Approval for Issuing and Sharing Invoices in an Electronic Form and shall issue and share them no longer than until the registration of revocation of such statement.

§ 4. CHANGE OF E-MAIL ADDRESS AND CANCELLATION

1. In the event that the Client wishes to amend the email address for receipt of e-invoices, this must be done in one of the following forms:
 - a) by defining a new E-mail address in the "Your Account" tab > "e-invoices" on the www.tme.eu website and activating the e-invoice at the new address using the link sent to the new e-mail address, provided that the new address is different from the address provided during registration (available for Clients with active accounts on the www.tme.eu website);
 - or
 - b) by filling in and signing by hand the Statement of the Change of Email Address for Electronic Invoices as attached to these Terms and Conditions, and delivering the said

statement to TME in one of the ways specified in § 2 Sec. 4 Point c. of these Terms; and in either case

by following the “activation link” received at the new notified E-mail address within 24 hours of receipt of the said link. In the event that the Client does not follow this link with 24 hours, the change shall not be effected and shall be automatically cancelled and the previous E-mail address shall be preserved as the E-mail address for delivery of e-Invoices. The Client must follow steps a) or b) again to request the new activation link.

2. If TME is not notified of the change in the email address pursuant to these Terms, the e-Invoice shall be deemed effectively delivered to the existing E-mail address specified by the Client in the Statement of Approval for Issuing and Sharing Invoices in an Electronic Form. This provision shall not apply to any Client who is also a Consumer.
3. In the event that the Client no longer wishes to receive e-Invoices, the Client must submit a Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form using one of the following methods:
 - a) by clicking “Deactivate e-Invoices” in the “Your Account” tab > “e-invoices” on the www.tme.eu website (available for Clients with accounts on the www.tme.eu website); or
 - b) by filling in and signing by hand the Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form according to the template document included in Attachment 3 to these Terms and Conditions, and delivering the said Statement to TME in one of the ways specified in § 2 Sec. 4 Point c. of these Terms.
4. TME shall cease issuing e-Invoices as soon as practicable from the date commencing with the date of receipt of the Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form and from the date of approval of the new email address by clicking by the Client on the activation link, but in any event no later than within 30 days from the date of receipt.
5. In the event that the Client wishes to once again receive e-Invoices, the Client must resubmit the Statement of Approval for Issuing and Sharing Invoices in an Electronic Form in accordance with these Terms.

§ 5. SHARING E-INVOICES/E-DOCUMENTS

1. Notwithstanding any personal data retention periods operated by TME, but otherwise in accordance with its personal data protection policies, TME shall retain electronic copies of the e-Invoices for period of 6 years from the end date of the financial year in which the e-Invoice has been issued or for such longer period as required by Applicable Laws or any competent authority and shall make such e-Invoices available for inspection to any such competent court, public body, regulator or competent authority.
2. TME shall make electronic copies of any e-Invoices issued to the Client available to the Client for period of 6 years following the end of the financial year in which the e-Invoice has been issued.
3. For Clients with active accounts on the www.tme.eu website, TME shall allow viewing of the e-Invoices by the relevant Client via the website, allowing the Clients to do in particular the following:
 - a) to view the content of the document in a legible form (graphic presentation in PDF);
 - b) to generate the document printout;
 - c) to download the document,provided that the period for making electronic invoices available on the website may be shorter than 6 years from the end of the year in which the electronic invoice was issued.
4. TME shall keep a log of all downloads of e-Invoices made by the Client via the www.tme.eu website. Notwithstanding any personal data retention periods operated by TME, but otherwise in accordance with its personal data protection policies, TME shall retain such logs for period of 6 years from the end date of the financial year in which the e-Invoice has been issued or for such longer period as required by Applicable Laws and shall make such e-Invoices available for inspection to any such competent court, public body, regulator or competent authority

§ 6. COMPLAINTS

1. Complaints regarding the functioning of the system of electronic invoices in TME must be sent to the following e-mail address office@tme-uk.eu. Any complaint must include:
 - a) the Client's name, address, email address, telephone number and if applicable company number together with the e-Invoice or account number;
 - b) a detailed description of the issue and the reason for the complaint.
2. TME shall endeavour to respond to any complain as soon as reasonable practicable, but in any event no later than within 10 business days. TME shall send any response to the complaint to the email address provided at the time of filing of the complaint.

§ 7. PROTECTION OF PERSONAL DATA

1. TME undertakes that TME shall not disclose to any person any confidential information concerning the Client's business, affairs, customers, clients, suppliers, contents of any meetings or appointments save where:
 - a) TME may disclose the confidential information to TME's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising TME's rights or carrying out TME's obligations under or in connection with these Terms;
 - b) TME may also disclose the confidential information where TME is required to do so by law, a court of competent jurisdiction or any governmental or regulatory body.
2. TME shall process any information which the Client provides relating to an identified or identifiable natural person, (such identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) ('personal data') in accordance with TME's 'Privacy Policy'(as may be amended from time to time).
3. The processing of Clients' personal data shall proceed exclusively for the purpose and in the scope necessary to use electronic invoices in TME and shall be performed according to the information on the manner of personal data processing by TME available on the www.tme.eu website – "Privacy Policy". TME shall ensure that TME's Privacy Policy and the way in which TME process the Client's personal data complies with Regulation (EU)

2016/679 as adopted by the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) and supplemented by Data Protection Act 2018 ('UK GDPR'), the Data Protection Act 2013 and any other Applicable Laws which may be enacted in the UK from time to time.

4. Where in the course of processing the Client's personal data, TME uses the services of any third parties, TME shall ensure that the protection offered by any third parties equates to at least the protection offered under point 3. above.
5. TME shall use appropriate technical and organisational measures to secure the personal data against their disclosure to unauthorised third parties, unlawful processing, loss, corruption, or destruction.
6. Personal data stored in the system may also be disclosed to competent state authorities upon their request, under relevant provisions of the law.
7. Clients shall have the right to access the content of their personal data disclosed in relation to using electronic invoices in TME, the right to their rectification, erasure, restriction of processing, transfer, the right to object against further processing of their personal data, as well as the right to withdraw the consent to the processing of their personal data at any time, without affecting the lawfulness of processing based on the consent before its withdrawal (if the processing is performed upon consent).

§ 8. FINAL PROVISIONS

1. For the duration of using TME e-Invoice service, the Client must maintain an active an E-mail address account to which emails from TME may be received by the Client.
2. Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
 - a) death or personal injury;
 - b) fraud;
 - c) any matter where liability cannot be excluded or limited by virtue of Applicable Laws

from time to time;

d) this clause shall not apply to Consumers insofar as it is incompatible with the Consumer Rights Act 2015, whereby any provision of this clause (or these Terms) that is deemed to be incompatible with the Consumer Rights Act 2015 shall be varied so as to preserve its original intent to the extent permitted by the Consumer Rights Act 2015.

3. TME may introduce changes in these Terms and Conditions at any time at its absolute discretion save that TME shall notify the Client of any such changes. In the event that TME notifies the Client of such changes, the Client shall, within 30 days, deliver to TME a Statement of Withdrawal of the Approval for Issuing and Sharing Invoices in an Electronic Form failing which the Client shall be deemed to have accepted the revised Terms. TME may suspend or terminate the e-Invoice service at any time at its absolute discretion and shall notify the Client of any such suspension. This clause is without prejudice to any acquired rights. Any changes to these terms shall be published on the www.tme.eu website.
4. These Terms, together with any disputes (without limitation) shall be subject to the law of England and Wales and by agreeing to use the e-Invoice Service, the Client agrees to surrender to the exclusive jurisdiction of the courts of England and Wales.
5. These Terms and all changes thereto shall take effect on the date of the publication thereof on the www.tme.eu website, subject to adequate notice being given pursuant to these Terms.