

## COMMISSION AGREEMENT

Concluded on ..... in Warsaw between:

Michał Niemczyk, conducting business activity under the name Antykwariat Numizmatyczny Michał Niemczyk, ul. Żelazna 67 lok. 22, 00-871 Warsaw, NIP 113-271-52-51, hereinafter referred to as the "Consignee"

and

.....  
.....

residing at:

.....  
.....

phone: ..... e-mail:

.....

hereinafter referred to as the "Consignor"

### §1. SUBJECT OF THE AGREEMENT

1. Under this agreement (hereinafter: the Agreement), the Consignee accepts from the Consignor movable items of a collectible nature, in particular coins and banknotes, as well as orders, medals, and other items (hereinafter: item or items).
2. Upon accepting items for consignment, the Consignee prepares detailed photographic documentation along with a description constituting an annex to the Agreement.
3. When accepting items, the Parties agree on a price at which the Consignor is willing to sell a given item (hereinafter: estimated price).
4. If the estimated price is not set at the time of acceptance, the Consignee will determine it at their own discretion and inform the Consignor via e-mail or SMS. If the Consignor does not object within 24 hours from being notified, the estimated price set by the Consignee shall be deemed accepted without reservation.
5. The Parties agree that the starting price of an item sold through the Allegro auction platform or similar shall be PLN 1.
6. When accepting collections or groups of items, the Consignee reserves the right to combine them into sets or separate them into individual items at their own discretion.

### §2. REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

1. The Consignor declares that they hold ownership rights and full authority to dispose of the item to the extent necessary for concluding and performing the Agreement. The item consigned for sale is free from hidden physical defects, i.e., those reducing its value or usability, is original, and is free from legal defects, in particular is not subject to pledge, security, transfer of ownership for security, enforcement, or any other third-party rights, and does not originate from a crime.
2. If the item consigned for sale is co-owned by several individuals, the Consignor is obliged to obtain a written, explicit, and unconditional consent for its sale from all entitled parties before concluding the Agreement.
3. The Consignor declares that during the term of the Agreement, they will not withdraw the consigned item from sale.

4. The Consignor is obliged to immediately inform the Consignee of any changes in the status of the items covered by the Agreement.
5. The Consignee undertakes to offer the items for sale, store, secure, and promote them at their own expense.

### §3. TERMS OF CONSIGNMENT SALE

1. The sale will be conducted (tick the applicable):
  - ☐ in the form of a public auction;
  - ☐ via the website [www.niemczyk.pl](http://www.niemczyk.pl);
  - ☐ on online auction platforms, particularly Allegro;
  - ☐ other:  
.....
2. In the case of a public auction, the terms of the auction are specified in the Auction Regulations available at [www.niemczyk.pl](http://www.niemczyk.pl).
3. From the moment the item is accepted, the Consignee bears the risk of damage or loss, up to a maximum of 120% of the estimated price.
4. The Consignee undertakes to sell the item for the highest possible price, but not lower than the estimated price.
5. If the item is not sold, it will be returned to the Consignor without any fees.
6. On the day of concluding the Agreement or within 7 days thereafter, the Consignee will pay the Consignor an advance towards the sale price of the item in the amount of ..... PLN (in words: .....).
7. If the item is not sold, the Consignor is obliged to return the advance payment within 7 days from the termination of the Agreement.
8. The Consignee reserves the right to withdraw the item from sale for justified reasons, particularly if any doubts arise regarding its authenticity or legal origin.
9. If an item auctioned at a public auction is not purchased by the winning bidder within 10 days from the sale date, the Consignee may withdraw from the sale agreement and relist the item for sale, unless the Parties agree otherwise.

### §4. REMUNERATION AND SETTLEMENTS

1. For the performance of the Agreement, the Consignee is entitled to a commission of .....% (in words: ..... percent) of the sale price of the given item. The commission is calculated as a gross amount.
2. The Consignee shall settle the final sale with the Consignor after the payment for the item has been credited to the Consignee's bank account. From the total sale amount, the Consignee will deduct the commission specified in §1 of the Agreement. The remaining amount will be paid to the Consignor by bank transfer or in cash within 30 days.
3. The sale settlement is made in Polish zloty (PLN). Upon the Consignee's consent, it may be carried out in euros (EUR) or US dollars (USD) at an exchange rate agreed upon by the Parties.

### §5. ADDITIONAL PROVISIONS

1. If a given item is not sold at the estimated price, the Consignee may reduce the price and relist the item for sale. In such a case, the provision of §1 sec. 3 sentence 2 shall apply accordingly.
2. The Consignee may demand the payment of a contractual penalty within 7 days from the date of the request in the following amounts:
  - a) 20% of the estimated price, not less than PLN 200 (in words: two hundred zlotys), if the Agreement is not performed due to reasons attributable to the Consignor, in particular if it

turns out the Consignor concealed defects or demanded the item be withdrawn from sale;  
b) 30% of the final auction price, not less than PLN 300 (in words: three hundred zlotys), if the sales agreement is cancelled due to the Consignor's participation in the auction of their own item.

3. The Consignee has the right to seek additional compensation from the Consignor for the actual loss incurred.

## **§6. FINAL PROVISIONS**

1. In matters not regulated by this Agreement, the provisions of Polish law shall apply.
2. Any amendments or additions to the Agreement shall require documentary form under the pain of nullity.
3. The Parties shall make every effort to resolve any disputes arising from the execution or interpretation of the Agreement amicably.
4. Attachments are an integral part of the Agreement.
5. The Agreement has been drawn up in two identical copies, one for each Party.

**Consignee .....** **Consignor.....**

## Information on the Processing and Protection of Personal Data

In accordance with Article 14(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), we inform you that:

1. The controller of your personal data is Michał Niemczyk, conducting business under the name Antykwariat Numizmatyczny Michał Niemczyk, ul. Żelazna 67/22, 00-871 Warsaw, NIP 113-271-52-51.
2. You can contact the Controller via email: niemczyk@niemczyk.pl
3. The legal basis for processing your data is Article 6(1)(b) and (c) of the GDPR – processing is necessary for the performance of a contract and for compliance with a legal obligation of the Controller.
4. We process personal data necessary for the proper execution of the contract. This includes: name, address, email address, phone number.
5. In the case of representatives or contact persons designated for contract performance, we process personal data including name, phone number, and email address.
6. Providing personal data is not mandatory but is necessary for entering into and properly performing the contract.
7. You have the right to access your personal data, rectify it, erase it, restrict its processing, transfer it, object to processing, and withdraw consent (if given), without affecting the lawfulness of processing based on consent before its withdrawal.
8. If you believe that your personal data is being processed in violation of the GDPR, you have the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office (PUODO).
9. The collected data will be stored for the duration necessary to perform the contract and deleted after the expiration of claims arising from the contract.
10. Your data may be shared with third parties upon your consent, or with data processors under data processing agreements, including accounting, hosting, IT, or courier service providers. They may also be disclosed to authorities legally entitled to receive them, such as courts, the tax office, or ZUS (Social Insurance Institution).
11. Your data will not be subject to profiling, meaning it will not be used for automatic decision-making or to predict your behavior or preferences.
12. Under the Act of 1 March 2018 on counteracting money laundering and terrorist financing, the Controller is obliged to assess risk and apply financial security measures, which may include collecting identity documents and making copies.

---

## Procedure for Withdrawal from the Commission Agreement Concluded Outside the Consignee's Premises

1. If the agreement is concluded outside the Consignee's premises, the Consignor has the right to withdraw within 14 days without giving any reason.
2. The withdrawal period expires 14 days from the date of conclusion of the agreement.
3. To exercise the right of withdrawal, the Consignor must notify the Consignee of their decision in writing (to the address in the agreement) or by email, via an unequivocal statement. Sending the notice before the deadline is sufficient to meet the withdrawal period.
4. In case of withdrawal, both parties shall promptly return any received payments no later than 14 days from the date the Consignee was notified of the withdrawal.
5. The right of withdrawal does not apply in the case of service contracts where the service has been fully performed by the Consignee with the explicit consent of the Consignor, who was informed prior to performance that they would lose the right of withdrawal once the service was completed.

---

☒ I agree to the service being performed before the statutory withdrawal period ends. I confirm I have been informed that I will lose my right of withdrawal upon giving this consent.

Location/date: .....

Signature: .....