

RECEIVED

date: January 10, 2017

ATTENTION!

After filling in and signing in accordance with instructions included therein and originals and certified copies of documents confirming correctness of Shareholder representation this form can be issued in the Company in a written or electronic form – as an attachment to an email in the PDF format.

Documents confirming correctness of Shareholder representation must be then also issued in the Company in such a form as subsequent attachments. The PDF format for attachments is required.

The email delivery address of the Company for the Motion electronic form: zwz@yato.pl

Respective pages can be selected from the motion and filled in or copied (if necessary).

Data must be filled in a correct way, as they can be verified and the motion can be rejected in case of erroneous data.

Wrocław, January 10, 2017

(place) (data)

Management Board

TOYA SA

ul. Sołtysowicka 13/15

51-168 Wrocław

MOTION SUBMITTING DRAFTS OF RESOLUTIONS RELATED TO CASES INCLUDED IN THE AGENDA OF EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF TOYA S.A.

1. PETITIONER

Shareholder independently representing at least one twentieth of the share capital in accordance with the Art. 401, Section 4 of the Code of Commercial Companies.

Jan Szmidt

(first name, last name or name)

(address, postal code, city, country)

(possible registering data, National Court Register number, REGON (Polish National Business Registry Number))

(contact data: email, telephone)

possessing 3,924,376 shares of TOYA SA constituting 5.01 %

(enter number of possessed shares) (enter percentage of total number of shares)

of the company share capital, entitling to exercise 3,924,376 voting rights

(enter number of votes resulted from possessed shares)

at the Extraordinary General Meeting of TOYA SA, that constitutes 5.01 % of total number of shares.

(enter percentage of total number of votes)

Represented by:

x* Shareholder is a natural person signing the motion in person.

* Shareholder is a legal person, an institution or other entity.

(data of persons authorized to represent a Shareholder or determining other way of representation, if any)

(data of persons authorized to represent a Shareholder or determining other way of representation, if any)

* Mark as appropriate

2. CONTENT OF THE MOTION

On the basis of the Art. 401 Section 4 of the Code of Commercial Companies the Petitioner submits the following drafts of resolutions to the cases included in the agenda of the Extraordinary General Meeting of Shareholders of TOYA SA situated in Wrocław, called to take place on January 12, 2017. After submitting a motion to call the Extraordinary General Meeting of Shareholders to the Company the Petitioner decided to make a proposal to pass the resolution expressing authorization to conclude agreement of slightly modified content with the Petitioner. Agreement content is extended with the scope of transfer of copyrights specified in the Section 3 of the previous agreement template in such a way that copyrights are transferred within fields of use, related to all goods, excluding only goods protected as a result of registration of the trademark in EUIPO: motion number 015230006.

(below provide details of cases/articles with draft(s) of resolution(s):

Ad. point 6 of the announced agenda:

resolution no. ____/____
of the Extraordinary General Meeting of Shareholders
of TOYA S.A. situated in Wrocław
on expressing consent to make an agreement

Art. 1

It is hereby agreed to make an agreement between the Company and Jan Szmidski on transfer of proprietary copyrights to works in the form of graphics used by the Company in the YATO, Vorel and FLO trademarks, with content constituting the attachment to this resolution, as well as an agreement to transfer protection rights from registration of a trademark in the scope defined in the motion no. 015230006 in EUIPO on behalf of Jan Szmidski.

Art. 2

This resolution shall take effect immediately upon passing.

Attachment no. 1 to the resolution no. ____ / ____ of NWZA TOYA S.A. situated in Wrocław

AGREEMENT

concluded in Wrocław on 2017 (hereinafter referred to as "Agreement") between:

Jan Szmidski, living in [...] at ul. [...], PESEL no. [...], ID number [...], acting on his own behalf and account, NIP tax identification number [...], hereinafter referred to as "Author"

and

TOYA S.A. situated in Wrocław at ul. Sołtysowicka 13/15, 51-168 Wrocław, registered in the entrepreneur register conducted by the Regional Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under the number: 0000066712, NIP: 8951686107, REGON: 932093253, with share capital and paid-in capital of 7,833,084.10 PLN, hereinafter referred to as "Company", represented by:

[...] – [...]
[...] – [...]

Author and company shall be hereinafter referred to as "Parties" or separately as "Party".

Considering that:

- 1) in his letter of December 6, 2016 Jan Szmidt called the Company to stop performing proprietary infringements of his copyrights to works (graphics), as defined in the Art. 1 Section 1 of the Copyright and Related Rights Act of February 4, 1994 (hereinafter referred to as "Copyright law"), used in Company business operation thoroughly detailed in the following part of this Agreement, and to regulate legal relations between Parties with reference to copyrights,
- 2) rules of using the said graphics by the Company have not yet been regulated and their use has been taking place on the basis of a license *per facta concludentia*,
- 3) Parties find it necessary and wish to regulate the legal state related to said graphics,
- 4) on _____ the Extraordinary General Meeting of Shareholders passed the resolution on expressing consent to make an Agreement,

Parties decide as follows.

Art. 1

STATEMENTS OF PARTIES

1. Parties mutually declare and confirm that the Author, Jan Szmidt, is an author of works used in Company business operations, particularly those included in trademarks registered by the Company, namely:

a). three graphics called "YATO":

Graphics no. 1

Graphics no. 2

Graphics no. 3

b). one graphics called "FLO":

c). one graphics used for the VOREL brand:

2. Author declares that graphics indicated in the Art. 1 (hereinafter referred to as "Works") above are works as defined in the Art. 1 Section 1 of the Copyright Law.

3. Author declares that he has proprietary copyrights to Works and their documentation and that he has full authority to make decisions with reference to Works as regulated by law.

4. Author declares that Works are not subject to any laws or claims of third parties and making an Agreement does not require consent of third parties.

5. Author declares that:

a). Works are a result of his sole creative work,

b). he has personal copyrights to Works,

c). no third party has proprietary copyrights to Works or their parts,

d). he has neither granted a license in any scope to any entity other than the Company, nor have works been subject of lease, loan, leasing or other contract relationship.

Art. 2

SUBJECT OF THE AGREEMENT

On the basis of this agreement Parties make effort to regulate the legal status related to use of Works in Company business operations. Stipulations of this agreement satisfy all mutual claims and authorizations between Parties and its stipulations replace any other previous agreements in this matter, particularly agreements related to the License and other oral agreements.

Art. 3

TRANSFER OF PROPRIETARY COPYRIGHTS TO WORKS

1. With reservation to the Section 2 below and on the basis of this agreement the Author transfers proprietary copyrights to Works specified in the Art. 1 Section 1 of the Agreement on behalf of the Company and charges no fee for this. There is no time and territorial limits in this matter and the said transfer refers to the following fields of use:

1) with reference to recording and multiplication of Works – production and multiplication of Works copies by any means and in any form, including printing, reprography, magnetic recording and digital technique in unlimited amounts of copies, including uploading to memory of computer, multimedia network or other device, recording on any carriers by means of any technique, system, format or record;

2) with reference to distribution of Works – use of Works within conducted business operations as marking of Company goods, as well as use of Works in promotional and advertising Company materials, websites, particularly by means of the following operations:

a) described in points 1) and 2) above,

b) recording and/or reproducing in memory of any computers or computer networks (including by using the Internet and/or databases), including making them public in the Internet, particularly by using and/or recording on www sites,

c) public sharing of works in such a way that everyone could have access to them in location and time of their choice, particularly by uploading work saved copy to computer memory, Internet and Intranet networks, multiplication of this recording by means of the digital technique in computer networks regardless of number of servers, including use in wired and wireless computer networks, especially in the Internet,

d) broadcasting by means of wired and wireless video signal by a ground station through a satellite and computer networks,

e) using Works with promotional, marketing and other similar purposes, regardless of a form of advertising materials and their size, materials they were made of, recording technique and location of exposure and in brochures, leaflets, trade cards and catalogues regardless of their quantities, circulation, technique of production and way of distribution, as well as using Work, partial or as a whole, while recording and distributing it as a part of advertising stands,

f) using Works with purpose of marking of goods and services by the Company within a brand each Work has been assigned to,

g) filing a motion to the Patent Office and/or OHIM/EUIPO in order to obtain protection rights for the Company to Works or their elements as a trademark and/or an industrial design, as well as using Works or their elements, or their modification as trademarks and/or an industrial design, i.e. in all fields of use specified in the Art. 50 of the Copyright Law, including using parts of Works, ability to amend and modify them in any way selected by the Company, including modification resulting from features of an item a Work was used to mark.

2. Transfer of proprietary copyrights, specified in the Art. 1 of this paragraph, to graphics specified in Par. 1 Section 1, letter a). does not include transfer with reference to the field of use related to operations with goods, which closed catalogue has become protected as a result of registration of the EUIPO trademark, motion no. 015230006, specifically described in the attachment no. 1 to this Agreement.

3. Transfer of proprietary copyrights specified in the Art. 1 of this paragraph includes permit for production, use and management over derivative works without separate written consent of the Author.
4. Transfer of proprietary copyrights to Works to the Company takes effect upon conclusion of this Agreement.
5. Author agrees and authorizes the Company to use Works without indicating him as their author, regardless of a way they are used.

Art. 4

TRANSFER OF PROTECTION RIGHT TO THE TRADEMARK

On the day of conclusion of this Agreement the company is obliged to conclude the agreement on transferring protection rights on behalf of the Author to the trademark registered in the European Union Intellectual Property Office, registration no. 015230006, with reference to products mentioned in the attachment no. 1 to the Agreement.

Art. 5

LICENSE

1. Parties mutually confirm that until the day of conclusion of this agreement the Author was granting the territorially and timely unlimited license *per facta concludentia* to use Works as a part of performed business operations with reference specified Art. 3, Section 1 and 3 of this Agreement (hereinafter referred to as "License").
2. Parties mutually confirm that the granted license has been authorizing the Company to grant subsequent licenses (sublicenses) with reference to fields of use specified in the section 1 of this paragraph.
3. Parties mutually confirm that the License has covered permit for executing derivative copyrights to Works.

Art. 6

FINAL PROVISIONS

1. Parties decide that Author is not authorized to be granted any remuneration or any other consideration for using Works by the Company until the day of conclusion of this Agreement.
2. This Agreement takes effect upon its conclusion.
3. All arguments resulting from execution or with reference to this Agreement shall be submitted by Parties to be settled by the court of venue for the Author.
4. If both parties, court or other authorized body find any stipulations of this Agreement invalid or impossible to be executed, partially or as a whole, other stipulations of the Agreement continue in full force and effect.
5. If any stipulations of the Agreement are found illegal or non-complying with principles of community life, Parties are obliged to immediately start negotiations in order to supplement the Agreement in this part and with good faith with purpose to make Agreement's goal be effective as defined in the preamble and the art. 2
6. In matters not decided by this Agreement regulations of the copyright and related rights and the civil code are in force.
7. All amendments and supplements to the Agreement require a written form, unless being null and void.
8. The Agreement was concluded in 2 identical counterparts, one for each Party.

3. SIGNATURE OF A PETITIONER

(Signature(s) of a Shareholder/ authorized representatives)

ATTENTION!

In case of a Shareholder being a legal person, institution or other entity, it is required to submit a signature in accordance with representation rules valid for this entity and to enclose the copy from a respective register or evidence to this motion, confirming the method of Shareholder representation. The motion must also be accompanied with an individual certificate of shares, issued by a respective entity, confirming shareholding in the capital required to submit a motion of a Company share capital part on the day of submitting such a request.

Attachments:

1. Individual certificate of shares