

Resolution no. 1/2017
of the Extraordinary General Meeting of Shareholders
at TOYA S.A. situated in Wrocław
on election of the Chairman of the General Meeting

Art. 1

On the basis of the Art. 409 Section 1 of the Code of Commercial Companies and Art. 5 of the Regulations of the General Meeting of TOYA S.A. the Extraordinary General Meeting elects Mr. Maciej Domagała to be the Chairman of the General Meeting.

Art. 2

The resolution shall take effect on the day of its adoption.

In a secret voting Shareholders elected Maciej Piotr Domagała, son of Hieronim and Krystyna, living at 52-151 Iwiny, ul. Magnoliowa 14, PESEL: 77102308439, ID number: AUE 176572 as a Chairman (there were 44,293,758 votes "for", constituting 57.03 % of cast votes, 28,372,560 votes "against, constituting 36.53 % of cast votes, and 5,001,147 votes abstained, constituting 6.44 % of cast votes). In total cast votes constitute 99.15 % of the share capital, so the resolution was passed.

Resolution no. 2/2017

of the Extraordinary General Meeting of Shareholders
at TOYA S.A. situated in Wrocław
on refraining from appointment of the Returning Committee of the Extraordinary General Meeting

Art. 1

The Extraordinary General Meeting of TOYA S.A. situated in Wrocław decides to refrain from election of members of the Returning Committee and to appoint the Chairman to count votes with participation of the company providing an electronic voting.

Art. 2

The resolution shall take effect on the day of its adoption.

The Chairman announced that the resolution on refraining from appointment of the Returning Committee was passed anonymously. There were 77,667,465 valid votes for the resolution of 77,667,465 shares, constituting 99.15 % of the share capital, while there were:

- 77,667,465 votes "for" (constituting 100 % of cast votes),
- 0 votes "against" (constituting 0 % of cast votes),
- 0 votes abstained (constituting 0 % of cast votes).

Resolution no. 3/2017

of the Extraordinary General Meeting of Shareholders
at TOYA S.A. situated in Wrocław
on adoption of the agenda

Art. 1

The Extraordinary General Meeting adopts the following agenda:

1. Opening of the General Meeting.
2. Election of the Chairman of the General Meeting.
3. Verification that the General Meeting was called correctly and that it has power to pass resolutions.
4. Election of the Returning Committee.
5. Adoption of the agenda.

6. Passing the resolution on expressing consent to conclude an Agreement with a Member of the Supervisory Board.
7. Passing the resolution on covering costs of calling and conducting of the General Meeting.
8. Closing of the General Meeting.

Art. 2

The resolution shall take effect on the day of its adoption.

The Chairman announced that the resolution on adoption of the agenda was passed anonymously. There were 77,667,465 valid votes for the resolution of 77,667,465 shares, constituting 99.15 % of the share capital, while there were:

- 77,667,465 votes "for" (constituting 100 % of cast votes),
- 0 votes "against" (constituting 0 % of cast votes),
- 0 votes abstained (constituting 0 % of cast votes).

Resolution no. 4/2017

of the Extraordinary General Meeting of Shareholders
at TOYA S.A. situated in Wrocław
on expressing consent to conclude an agreement

Art. 1

It is hereby agreed to make an agreement between the Company and Jan Szmidt 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 Szmidt.

Attachment:

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

Jan Szmidt, 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 January 12, 2017 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 Szmidski, 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 trade of Works copies they were recorded on – placing on the market, loan or lease of the original or its copies;

3) with reference to distribution of Works copies, on which they were recorded – 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.

Art. 2

This resolution shall take effect on the day of its adoption. Execution of the agreement shall be commissioned to the Management Board.

The Chairman announced that in total there were 77,667,465 valid votes passed, constituting 99.15 % of the share capital, while there were:

- 42,132,024 votes "for" (constituting 54.25 % of cast votes),
- 30,534,294 votes "against" (constituting 39.31 % of cast votes),
- 5,001,147 votes abstained (constituting 6.44 % of cast votes).

The Chairman announced that the resolution was passed.

Mr. Nawrat, the attorney of Mr. Tomasz Koprowski, and Mr. Krzysztof Szmyrka, the attorney of Mrs. Wioletta Koprowska, demurred from the resolution.

Resolution no. 5/2017

of the Extraordinary General Meeting of Shareholders

at TOYA S.A. situated in Wrocław

of January 12, 2017

on covering costs of calling and conducting of the General Meeting

Art. 1

Acting on the basis of the Art. 400, Section 4 of the Code of Commercial Companies, the Extraordinary General Meeting of Shareholders decides to charge the Company with costs of calling and conducting of the General Meeting.

Art. 2

The resolution shall take effect on the day of its adoption.

The Chairman announced that in total there were 77,600,821 valid votes passed of 77,667,465 votes participating in the Meeting, constituting 99.14 % of the share capital, while there were:

- 73,755,217 votes "for" (constituting 95.04 % of cast votes),
- 3,845,604 votes "against" (constituting 4.96 % of cast votes),
- 0 votes abstained (constituting 0 % of cast votes).

The Chairman announced that the resolution was passed.