

GENERAL TERMS AND CONDITIONS WITH CLIENTS

These General Terms and Conditions ("General Terms") are applicable from the 1st of October 2023.

Definitions in these General Terms:

Client	means the person (legal or natural) purchasing Services from the Supplier
Contract	means these General Terms, Special Terms and Service Order
Services	means the services/works agreed to be provided by the Supplier to the Client
Special Terms	means any special terms which the parties have agreed to form as part of the agreement governing the purchase of the Services
Supplier	means the person supplying Services to the Client
Service Order	means the terms which the parties have agreed to that include information about the scope of Services, Services pricing, and payment terms

ARTICLE 1. Scope of application

- 1.1. General Terms apply to and form an integral part of the Contract. General Terms apply to all Services. By engaging the Supplier, the Client is considered to have accepted these General Terms.
- 1.2. Neither party shall be bound by any variation or waiver of, or addition to these General Terms, unless made in writing (email excluded) and signed by both parties.
- 1.3. In the event of any conflict or inconsistency between the General Terms and Special Terms, the Special Terms shall prevail.

ARTICLE 2. Fees

- 2.1. The Client undertakes to compensate additional expenses related to the provision of the Services that the Supplier may incur during the performance of the Contract (for example, travel, accommodation, costs arising from ordering services from third parties) to the Supplier. These expenses shall be confirmed by the Client in advance.
- 2.2. The Client shall pay for the provided Services to the Supplier in accordance with the Contract by payment order, transferring the funds to the bank account of the Supplier.
- 2.3. The Client confirms and understands that the fee indicated in the Contract might change due to including but not limited to:
 - 2.3.1. additional instructions by the Client that alter the requirements for the Services;
 - 2.3.2. instructions by the Client to perform additional Services or to change the scope of the Services.

ARTICLE 3. Rights and obligations of the Supplier

- 3.1. The Supplier undertakes to provide the Services to the Client in accordance with the Contract as diligently and efficiently as possible, including but not limited to Service provision in accordance with the best generally acknowledged professional and technical standards and practices, employing all the necessary skills and knowledge.
- 3.2. The Supplier can subcontract third parties to provide the Services without prior written consent of the Client.
- 3.3. The Supplier warrants that the Services shall be provided by appropriately experienced and trained personnel and that such Services shall be rendered with all reasonable skill, care, and diligence.
- 3.4. The Client further specifically consents, unless expressly otherwise agreed in writing, that the Supplier may use the Client's name and company's trademark or logo to demonstrate the Supplier's experience in promotional material.
- 3.5. The Supplier shall have the right to request the Client to relay the information necessary for the performance of the Contract and to establish a reasonable deadline for the delivery of such information.
- 3.6. The Supplier shall have the right to extend the deadline for the provision of the Services, if:
 - 3.6.1. the Client fails to perform and/or does not properly perform its obligations, resulting in the Supplier being unable to provide Services, partially or totally; or
 - 3.6.2. the instructions given by the Client to the Supplier affect the deadlines for the provision of the Services; or
 - 3.6.3. the scope of Services changes at the request of the Client; or
 - 3.6.4. any delay, obstacles, or interferences, caused by or attributable to the Client (or third parties engaged by the Client) prevent the Supplier from providing the Services in a timely fashion.

ARTICLE 4. Rights and obligations of the Client

- 4.1. The Client undertakes to provide the Supplier with all conditions necessary to provide Services.
- 4.2. The Client undertakes to relay all the information and/or documents necessary for the performance of the Services. The Client undertakes to relay this information and instructions promptly.
- 4.3. The Client undertakes to make the necessary decisions/actions within deadlines that do not interfere with the provision of Services.

ARTICLE 5. Non-Solicitation

- 5.1. During the period of validity of the Contract and 24 (twenty-four) months after the expiration of the Contract the Client itself or through any related party, whether alone, jointly or otherwise directly or indirectly shall not solicit, employ, conclude contracts, or engage in any other way any employee, consultant or contractor ("**Person**") who is or was an employee, consultant or contractor of the Supplier (including Supplier's sister, daughter or mother companies) at any time during the validity of the Contract or encourage any Person to leave the employment, contractual or other services of the Supplier.
- 5.2. The parties explicitly agree that cases, when a Person has not directly worked on the Client's projects and responds to a general employment advertisement for a specific position posted by the Client shall not be considered to be a violation of this article 5 of the General Terms. If the Client violates the agreement laid down in this article 5, the Client shall pay the Supplier a penalty which shall be considered as a minimal and undisputable damages of the Supplier that, by agreement of the parties, corresponds to an amount of EUR 30,000 (thirty thousand euros) for each occurrence.

ARTICLE 6. Confidentiality and protection of personal data

- 6.1. The parties undertake to ensure the confidentiality and protection of the information received during the performance of the Contract. The parties undertake to keep all documents and information received during the performance of Services confidential and not to disclose the received documents or information to other persons without the prior written consent of the other party and not to publish or disclose any provisions of the Contract, unless:
 - the disclosure is permitted by the Client;
 - the information is already in the public domain;
 - the disclosure is made to a third person involved in the processes to which provision of Services relate;
 - the disclosure is made to other advisors of the Client who are working on the same assignment of Services;
 - the disclosure is imposed by applicable mandatory laws.
- 6.2. Personal data of and about the Client and persons associated with the Client (for example employees, representatives, etc.) will be collected in compliance with all applicable laws, rules, and regulations concerning the protection of personal data.
- 6.3. The Client shall inform the Supplier if and to what extent any specific security measures regarding the protection of its personal data are required. Unless the Supplier is specifically so informed, it shall be deemed that the Supplier's personal data security measures are fully compliant with all relevant data protection laws, rules, regulations, and Client requirements.
- 6.4. More information about personal data processing is provided in the Privacy Policy published on the Client's website (<https://civitta.com>). The Client accepts the terms and conditions of the Supplier's Privacy Policy, as they might be amended from time to time.

ARTICLE 7. Liability

- 7.1. The parties undertake to promptly notify each other about the occurrence or existence of any event, circumstance, or condition that may affect the Contract or lead to its violation as well as to operate in good faith in terms of each other, to cooperate and apply best efforts to ensure that Contract is complied with.
- 7.2. The parties shall be liable for the failure to perform or failure to properly perform the Contract if the respective party is at fault. A party undertakes to compensate only the direct damages incurred by the other party due to the failure to perform (failure to perform properly) its obligations.
- 7.3. In no event shall the Supplier be liable or responsible for any indirect, incidental, consequential, special, or exemplary damages of any kind, including without limitation, lost profits or lost opportunities.
- 7.4. In the event of delayed payment for provided Services, the parties shall pay a penalty payment of 0.05% of the outstanding amounts for each day of delay.
- 7.5. The compensation of losses (damages) shall be limited by an amount which equals the price the Supplier has received from the Client for the Services provided, except in cases when the damages result from the malice or gross negligence of the Supplier. The civil liability of parties arises only when all conditions for liability are present, including the fault of the party that caused the damages.
- 7.6. The Supplier shall not be liable for any loss or damage if the Client uses the Supplier's advice, documents, products, or other materials prepared in relation to the provision of Services for any purpose other than for which they were provided.

- 7.7. In the event of products or software of a third party supplied by the Supplier being licensed with respect to the Client under the applicable terms and conditions set by the third party, the Client undertakes to follow the terms and conditions applied by the third party for the licensing.

ARTICLE 8. Force majeure

- 8.1. Neither party shall be liable for total or partial failure to perform its obligations under the Contract, if such failure is a result of unusual circumstances that the parties were unable to foresee, avoid, or contain by any means (“**Force Majeure**”), for example, decisions by the Government and other acts affecting the activity of the parties, political unrest, strikes, pandemics, declared or undeclared war, other military engagements, fires, floods, and other natural disasters. In such cases, the deadline for the performance of the obligations of the parties is extended.
- 8.2. The party asking to be exempt from liability shall inform the other party about Force Majeure Circumstances within 7 (seven) calendar days from the occurrence of such circumstances by providing evidence that it took all reasonable precautionary measures and applied its best efforts to minimize costs or negative consequences as well as to notify about the probable term of performance of its obligations. Additional notice shall be delivered once the basis of the default ceases to exist.
- 8.3. The basis to exempt a party from liability becomes valid from the moment Force Majeure Circumstances arise or, if the notice has not been delivered in a timely fashion, from the moment of delivery of the notice. If a party does not send a notice or notify in a timely fashion, it shall compensate the damages caused to the other party due to the notice not being delivered in a timely fashion or the absence of such notice.

ARTICLE 9. Confirmations of the parties

- 9.1. Each party confirms and guarantees to the other party that:
- 9.1.1. The party is properly established and legally operates;
 - 9.1.2. In concluding the Contract, the party shall not violate binding laws, rules, decrees, obligations, or agreements;
 - 9.1.3. The Contract is a valid, legal, and binding obligation for the party, the performance of which may be enforced under the terms of the Contract.
- 9.2. The Client confirms that it, along with its shareholders, ultimate beneficiaries, and their family members are not listed in the sanctions lists of the United Kingdom (UK), the European Union (EU), the United Nations, and/or the United States (US). If any sanctions are imposed in the future, the Client agrees to promptly notify the Supplier in writing, no later than 3 (three) working days before the sanctions take effect. In the event that the Client provides incorrect information, hides the existence of sanctions, or fails to provide the required information for any reason, it will be considered a significant violation of the Contract and grounds for immediate unilateral termination. The Client agrees that it will be held responsible or assume any risk for violations of the United Kingdom (UK), the European Union (EU), the United Nations, and/or the United States (US) sanction regimes caused by it and/or its shareholder(s) and/or ultimate beneficiary(-ies) under any circumstances.

ARTICLE 10. Termination of the Contract

- 10.1. The Contract may be terminated by mutual written agreement of the parties.
- 10.2. The party has the right to unilaterally terminate the Contract if the other party substantially violates the Contract. The party shall notify the Supplier about such termination of the Contract in writing 14 (fourteen) days in advance.
- 10.3. The Supplier shall have the right to unilaterally terminate the Contract for any reason. The Supplier shall notify the Client about such termination of the Contract in writing 30 (thirty) days in advance.
- 10.4. The Supplier shall have the right to unilaterally terminate the Contract if the Client violates the terms of non-solicitation clauses under the Contract. In such case, the Supplier shall be entitled to both the payment of a fine and unilateral termination of the Contract.
- 10.5. If the Contract is terminated for any reason whatsoever, the Client shall be obligated to pay the portion of the price to the Supplier in proportion to the provided Services and to compensate the expenses that the Supplier actually incurred in order to perform the Contract prior to the moment of the delivery of the notification about the termination of the Contract.

ARTICLE 11. Modifications and additions of the Contract

- 11.1. The Contract constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- 11.2. The Contract may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

ARTICLE 12. Final Provisions

- 12.1. The Client has no right to transfer all or any part of its rights or obligations under the Contract to a third party without the prior written consent of the Supplier.
- 12.2. Failure to enforce or exercise any term of the Contract does not constitute a waiver of that term and does not affect the right to later enforce that or any other term of the Contract.