

GENERAL TERMS AND CONDITIONS WITH SUPPLIERS

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

Definitions in these General Terms:

Client	means the person buying Services from Supplier
Contract	means Special Terms, these General Terms, and Service Order
End Client	means end client that is the final recipient of Services
Services	means the services/works agreed to be provided by the Supplier
Special Terms	means any special terms which the parties have agreed to form part of the agreement governing the purchase of the Services
Supplier	means the person (legal or natural) providing 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 agreeing to provide Services to the Client, the Supplier 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 shall pay for the provided Services on the basis of the Contract and invoice(s).
- 2.2. The Supplier represents and warrants that it is in compliance with all applicable local requirements including, but not limited to, those regarding payroll-related taxes, social security, other insurances, or VAT. Client reserves the right to request from the Supplier evidence that it is in compliance with such obligations, including a tax certificate on tax residency for tax purposes from the local tax authority.
- 2.3. The Supplier undertakes to prepare and deliver a detailed report on the provision of Services immediately, but no later than within 3 business days from the written request of the Client. The report shall list the provided Services and specific separate portions of the price of Services as well as include additional information, related to the provision of the services.

ARTICLE 3. Rights and obligations of the Supplier

- 3.1. The Supplier undertakes to provide 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 necessary skills and knowledge.
- 3.2. The Supplier acknowledges and agrees that it and its employees, agents, and representatives (if applicable) will have no privacy interest in materials, data, or information that belongs to the Client or End Client.
- 3.3. During the performance of the Contract and after the expiration thereof the Supplier undertakes to not claim trademarks, names, copyrights, literature, projects, ideas, concepts, know-how, or technology that belong to the Client.
- 3.4. The Supplier further specifically consents, unless expressly otherwise agreed in writing, that the Client may use the Supplier's name and /or company's trademark or logo for promotional material purposes.
- 3.5. The Supplier hereby represents and warrants that it acts as an independent contractor at its own risk and for its own benefit. Neither the Supplier nor any employee, agent, or representative of the Supplier (if any) shall be considered as an agent, employee, legal representative, or partner of the Client for any reason whatsoever.
- 3.6. The Supplier understands that strict adherence to deadlines of the provision of Services assigned is the essential condition of cooperation with the Client. Once the Client assigns the Supplier to provide Services, the Supplier shall find out the deadline for the assignment and strictly adhere to it. Having missed the set deadline for the provision of the Services, the Supplier undertakes to compensate the damages in accordance with the law, if the Client or the customers of the Client suffer damage due to it.

- 3.7. The parties explicitly agree that all results of intellectual activity created by the Supplier individually or along with other persons during the performance of the Contract, within the bounds of the law, are the exclusive property of the Client and cannot be used by the Supplier without the written consent of the Client. All intellectual property created by the Supplier during the performance of the Contract shall become the property of the Client since the moment of creation thereof. The Client shall be entitled to use this intellectual property without referring to the name or other contact details of the Supplier. The price of Services includes the compensation for the assignment or waiver of rights in accordance with this clause.
- 3.8. The Supplier will make full and prompt disclosure to the Client of any and all intellectual property that is created or discovered by the Supplier and its employees, agents, and representatives or jointly with others in connection with an assignment or through utilization of the Client owned equipment, whether or not during normal Service hours or on the premises of the Client. This does not include intellectual property already owned by the Supplier prior to the conclusion of the Contract.
- 3.9. Given their expertise, education, and experience, the assigned persons of the Supplier and approved by the Client shall be obliged to exercise all tasks under the Contract personally and shall not delegate such tasks to other persons without the prior agreement of the Client.
- 3.10. The Supplier shall maintain all mandatory insurance coverage with financially sound and reputable insurance companies in line with the applicable legal requirements and in such amounts and covering such risks as are usually carried by the independent professional company's engagement in the business of providing ordered Services at the locations where the Services will be provided. Upon request of the Client, the Supplier will provide the Client with copies of insurance policies and with written evidence that the insurance premium has been duly paid.
- 3.11. The Supplier certifies that it and any of its employees, agents, and representatives (if any) do not have any outstanding agreement or obligation that is in conflict with any provision of the Contract, or that would preclude the Supplier or any of its employees, agents, and representatives (if any) from complying with the provisions hereof.
- 3.12. The Supplier undertakes (for itself and for all its employees, agents, and representatives) not to use Client's or its customers' name, trademark, or service mark or to refer to Client or its customers for whom have performed Services directly or indirectly without the prior written consent of the Client and its customers.

ARTICLE 4. Rights and obligations of the Client

- 4.1. The Client undertakes to relay all the information and/or documents necessary to provide the Services.
- 4.2. The Client undertakes to make the necessary decisions/actions within deadlines that do not interfere with the provision of Services.
- 4.3. The Client and all its employees, agents, and representatives may, at any time, request the deletion or access to the information transferred on the basis of the Contract. When the Client and its employees request the deletion, all data shall be deleted from the Supplier's online or offline resources within 5 (five) working days, unless the law requires otherwise.

ARTICLE 5. Non-Compete and Non-Solicitation

- 5.1. During the period of validity of the Contract and 24 (twenty-four) months after the expiration of the Contract the Supplier itself or through any related party, whether alone, jointly, or otherwise directly or indirectly shall not: (i) initiate or submit any proposal or offer regarding the provision of services to the customers of the Client the Supplier has or had direct or indirect connexion with (the "**Customers**"); (ii) accept any offers or proposals from the Customers; (iii) in any manner whatsoever engage in any capacity with the Customers (iv) 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 Client (including Client's sister companies, daughter companies 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 Client.
- 5.2. The parties explicitly agree that cases, when a Person has not directly worked on the projects the Supplier was engaged with and responds to a general employment advertisement for a specific position posted by the Supplier, shall not be considered to be a violation of this article 5. In addition, during the restricted period the Supplier shall promptly notify the Client about any proposals received directly from the Customers. If the Supplier violates any agreement laid down in this Article 5, the Supplier shall pay the Client a penalty which shall be considered as minimal and undisputable damages of the Client that, by agreement of the parties, corresponds to an amount of EUR 30,000 (thirty thousand euros) for each occurrence.

ARTICLE 6. Confidentiality of information and personal data

- 6.1. Confidential information shall mean any information provided by the Client or the End Client including but not limited to the names, addresses, e-mails, and other contact information and contact persons of the customers of the Client, scope of the provided services, remuneration to other persons that provide services to the Client, performance statistics, income, expenses and budget of the Client, possible negative comments on the provision of services, claims against the Client, content of cases to which the Client is a party, marketing measures or events planned by the Client

and designed for its clients and the content thereof, procedures and rules of the Client, document templates and standard documents and the procedures for using them, information about the security system and the components thereof, internal structure, working methods, and confidentiality clauses of the Client as well as any other information about the Client or the End Client that is not publicly available.

- 6.2. Confidential information shall not include information that is publicly available and information intended for public distribution as well as information to be disclosed in accordance with the legislation in force.
- 6.3. The Supplier undertakes to keep the confidential information confidential and to take measures to prevent illegal use of such information.
- 6.4. If there is any doubt that any information is confidential, the Supplier shall consider such information confidential until the Client confirms in writing that the respective information should not be considered confidential.
- 6.5. The Supplier shall be prohibited from making copies of documents and data carriers that contain confidential information (except if it is needed in connection with the provision of Services) as well as transferring such information or data to a third party outside of the project team, including via electronic means of communication, without the prior written consent of the Client. Prohibited copying, storage, or transmission of confidential information shall be considered distribution of confidential information.
- 6.6. The Supplier, having disclosed confidential information without the written consent of the Client, or using it after the expiration or termination of the Contract, shall compensate damages caused by it and the Client shall be entitled to a penalty payment of EUR 30,000 (thirty thousand euros) for each case of a violation defined in this article 6 which shall be considered as minimal and undisputable damages of the Client.
- 6.7. The Supplier undertakes to properly process personal data received during the performance of the Contract as laid down in applicable legislation and use its best efforts to make sure that the third parties take appropriate measures to ensure the protection of such data.

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 the damages incurred by the other party due to the failure to perform (failure to properly perform) its obligations.
- 7.3. In the event of the Supplier delaying the provision of Services under the agreed deadlines (if applicable), at the request of the Client the Supplier shall pay a penalty payment of 0.05% of the total price of the Services for each day of delay to the Client. The Client shall have the right to include the payable penalty payments into the amounts payable to the Supplier by reducing the amounts payable accordingly.
- 7.4. Any claims regarding the Services provided and/or invoices can be submitted to the Supplier within 45 (forty-five) days from the date the quality deficiencies have become known to the Client. If the claim is submitted within the deadline set, the Supplier shall address the deficiencies in question at the Supplier's expense as promptly as possible but no later than within 5 (five) business days from the date the complaint and/or remarks have been submitted. Payment for the Services does not revoke the Client's right to submit a claim within the deadline set in this article.

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, pandemic, 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 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. An additional
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- 8.4. notice shall be delivered once the basis of the default ceases to exist.
- 8.5. The basis to exempt a party from liability becomes valid from the moment Force Majeure arises 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 has the right to order/provide Services. The party legally operates in accordance with the laws where it is established and operating;
 - 9.1.2. The party has performed all legal actions necessary for the Contract to be properly concluded and valid and has all the statutory permits, licenses, and employees necessary to provide the Services;
 - 9.1.3. In concluding the Contract, the party shall not violate binding laws, rules, decrees, obligations or agreements;
 - 9.1.4. 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 Supplier confirms that it, along with its shareholders, ultimate beneficiaries, and 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 on the Supplier in the future, the Supplier agrees to promptly notify the Client in writing, no later than 3 (three) working days before the sanctions take effect. In the event that the Supplier 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 Supplier agrees that it will be held responsible or assume any risk for violations of the United Kingdom (UK), the European Union (EU), United Nations, and/or the United States (US) sanction regimes caused by the Supplier 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 shall have the right to unilaterally terminate the Contract if the other party violates material obligations undertaken under the Contract. The party shall notify the other party about such termination of the Contract 3 (three) business days in advance.
- 10.3. The Client shall have the right to unilaterally terminate the Contract if the Supplier, ignoring the request of the Client, fails to start providing the assigned Services at the agreed time.
- 10.4. The Client has the right to unilaterally terminate the Contract for any reason whatsoever, having notified the Supplier about such termination 14 (fourteen) days in advance. In such a case the Client shall be obligated to pay the part of the price to the Supplier in proportion to the provided Services accepted by the Client and the End Client.
- 10.5. The Client shall have the right to demand the delivery of the results of the Services provided by the Supplier up to the moment of the termination of the Contract.
- 10.6. Once the Contract is terminated, the Supplier shall immediately return to the Client all tasks in progress, unfinished Services, documents, and other assets of the Client under the procedure established by the Client. Once the procedure of the termination of the Contract is initiated, the Supplier undertakes to immediately return to the Client all related data, documents, records, equipment, and other media that exists in any form and contains information about the Services, Client, or clients of the Client. The Supplier undertakes to return the aforementioned assets and data to the Client until the date of the termination of the Contract. The Client shall also have the right to demand the Supplier to destroy the data and documents given to the Supplier by the Client. Until the aforementioned data, documents, and other assets of the Client are properly transferred (returned), the Client has the right to withhold payments that the Supplier is entitled to under the Contract.
- 10.7. If the End Client, for any reason, suspends or terminates the main contract, then the Contract would be terminated unilaterally with the notice of 1 (one) day in advance without payment for the remaining months.

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. Supplier 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 Client.
- 12.2. Neither party is authorized to act on behalf of the other party.
- 12.3. 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.