

GENERAL TERMS & CONDITIONS

The General Terms and Conditions (hereinafter, the "T&C") shall apply pursuant all the T&Cs between the Customer and SEIDOR.

Article 1 – Fees and Expenses

The Prices of SEIDOR valid at the time of conclusion of the contract shall apply. All prices are exclusive of statutory sales tax, if applicable and may be revised annually in accordance with the National Consumer Price Index (IPC) published by the National Statistics Institute (INE) in the month prior to the revision date.

Exchange rate: if the Contract to be entered into by the Parties is in a currency other than the Euro, the Parties agree that the rates published by the European Central Bank (ECB) in the relevant Official Journal on the date this Contract is entered into or renewed shall be considered. The exchange rate shall be reviewed on a quarterly basis. If prices increase by 5% or more, due to the exchange rate, they shall be revised and applied to the prices and/or tariffs of the Contract.

SEIDOR shall issue e-invoices to the email address provided by the Customer.

Article 2 – Obligations of SEIDOR

SEIDOR's obligations shall be set out in the documents describing the tasks to be performed with the Client.

Article 3 – Obligations of the Customer

The contract is subject to the commitment and active participation of the Client. Therefore, the Client undertakes to perform at least the following essential activities:

- a. Fulfil its responsibilities within the established deadlines in an appropriate manner and ensure that the work hypotheses or success factors identified are correct and adequate.
- b. Provide SEIDOR with reliable, correct, up-to-date and complete information that is necessary for the provision of the services.
- c. Adopt decisions within the established deadlines and seek, where appropriate, the approval of the Senior Management with powers to do so.
- d. Provide SEIDOR staff with an appropriate working environment, as well as adequate resources and materials.

Article 4 – Non-Disclosure

With regard to any information provided in the framework of this T&C that is classed as confidential by the party that provides it, the party that receives it undertakes to: (i) protect such confidential information in a reasonable and suitable manner in line with any professional standards that may apply; (ii) only use the confidential information for the purpose of performing its obligations in the framework of the T&C; (iii) solely reproduce the confidential information to the extent necessary in order to perform its obligations in the framework of the T&C. This Article shall not apply to information that: (i) is in the public domain; (ii) is already known by the party that receives it; (iii) has been disclosed to a third party without restrictions; (iv) has been drawn up independently; or (v) must be disclosed on legal grounds. Notwithstanding the foregoing, SEIDOR may disclose the Customer's confidential information to its subcontractors and entities that belong to the SEIDOR organisation.

Article 6 – Personnel

During the term of this contract, and during the first year after the termination for any reason of this contract, the CUSTOMER expressly undertakes not to hire, directly or indirectly, in an employment or commercial capacity, any SEIDOR employee who has had any direct or indirect participation in the provision of the service.

The breach of this clause by the CUSTOMER will entail, in addition to the damages which may be accredited at the appropriate procedural moment, the payment directly and without any further procedure by the CUSTOMER to SEIDOR, of an indemnity for an amount equal to the gross annual salary of the hired worker, which must be paid within a maximum term of one month, as from the date of such hiring.

Article 7 – Liability

SEIDOR's total liability in respect of this T&C may not exceed the fees received by SEIDOR, in relation to the part of the Services that give rise to its liability, and under no circumstances shall this include indirect damages, loss of earnings or opportunity costs.

Given that SEIDOR provides the Services exclusively for the Customer's benefit and interest for internal use, the Customer must indemnify SEIDOR, its subsidiaries and personnel for any damages, expenses or costs and liabilities (including lawyer's fees) that may be incurred on the grounds of claims by third parties related to: (i) the use by third parties of the results of SEIDOR's Services; (ii) the use of the Results by the Customer; (iii) this T&C, unless prior consent had been given by SEIDOR for the results of its Services to be disclosed to third parties.

Article 8 – Data Protection

For the proper performance of this T&C, both parties may have access to personal data protected by Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons in respect of the processing of their personal data and the free movement of these data that repealed Directive 95/46/EC, and any other regulations in force or that may be passed in the future in respect of this matter, as a result of which they undertake to make use of the data affected in line with the actions that are required for the proper provision of the services governed by this T&C, as per the written instructions issued at any given time.

These data shall be processed for performance of the contractual relationship between the parties for the time necessary to fulfil this purpose and, once the contractual relationship between the parties has terminated, for the time required by law.

Furthermore, the parties assume the obligation of professional secrecy in respect of any information they may receive, handle or compile with regard to personal data and not to disclose them to third parties, except in the cases mentioned, as well as to destroy them, cancel them or return them at the time of the termination of the contractual relationship between the two parties, in addition to adopting any necessary security measures.

The rights of access, rectification, restriction, cancellation, objection and portability may be exercised by writing to the undersigned at the addresses that appear in the header of this instrument. Furthermore, either of the parties may submit a complaint to the Spanish Data Protection Agency.

Article 9 – Termination

This T&C may be terminated: (i) by any of the parties in the event of a breach by the other of the terms and conditions herein, provided such a breach had not been remedied by the other within a term of thirty (30) days from the date of receipt of the notification of breach.

In the event of the unilateral cancellation of the T&C by either of the Parties (the Customer and SEIDOR), whereby the Party that cancels it must refund the other Party all of the fees invoiced for the Services provided until the date of termination, in addition to any reasonable expenses incurred due to the termination.

Except in matters related to the obligations on non-disclosure and intellectual property rights, the parties undertake to endeavour to resolve any differences, disputes or potential breaches internally by submitting them to the senior management of their respective organisations and, in general, to use alternative procedures for the resolution of disputes that are mutually acceptable, before resorting to litigation.

Article 10 – General Provisions

SEIDOR accepts no liability for Internet providers, Internet reliability, availability or security, nor for the Customer's or third-party hardware systems that are not included in the scope of SEIDOR's Services in this project.

Unless the parties agree otherwise in writing, the Customer shall assume liability for:

- Ascertaining the existence of and complying with the following issues, applicable to transactions, trade, electronic processes and activities conducted on the Internet or any electronic network ("Transactions"): import/export controls; requirements for obtaining and keeping licences and other permits; requirements for calculating, paying or deferring tax, customs duties and other charges or levies; and any other laws or regulations of any competent jurisdiction.
- The security of its network and any system related to it, including the security, privacy and confidentiality of any data, intellectual property or any other information belonging to the Customer or third parties.
- Establishing and determining the validity and enforceability of the T&C signing and execution processes, as well as that of any other documentation required for or used in the framework of the Transactions.
- Any content provided by the Customer or by third parties in relation to this project.

Article 11 – Applicable Law and Jurisdiction

This T&C shall be subject to Spanish law and the courts and tribunals of Barcelona.