

# ARTHUR D. LITTLE, S.L.

## GENERAL CONDITIONS OF BUSINESS

### 1. SCOPE OF APPLICATION

These conditions (hereinafter, the GENERAL CONDITIONS), set out the general conditions that govern the general lending of services (hereinafter, the SERVICES), by ARTHUR D. LITTLE, S.L. (hereinafter, ADL), in the interest of its customers or any third parties, unless the Contract, Agreement, Service Proposal, Order, Quotation or a similar document (hereinafter jointly the CONTRACT or CONTRACTS) executed by the parties expressly states otherwise.

Unless there is an express agreement to the contrary, the execution of a CONTRACT with ADL by a CUSTOMER signifies their full and unconditional acceptance of these GENERAL CONDITIONS, which will govern all commercial relations until their termination.

CONTRACTS may expand on, detail or even clarify the provisions of these GENERAL CONDITIONS and in all events the provisions of the said CONTRACTS will prevail, even if they are contradictory to the provisions of these GENERAL CONDITIONS. Any issue that is not provided for in the CONTRACT will be governed by these GENERAL CONDITIONS.

### 2. ADL'S UNDERTAKING

All SERVICES shall be directly provided by ADL to guarantee the CUSTOMER that they are always being provided in the benefits and interests of the latter and in accordance with all the terms agreed.

The agreed SERVICES can be extended by mutual agreement to include any other activities related to the needs of the CUSTOMER and these services will be invoiced in addition to any consideration that has been agreed for the SERVICES.

ADL shall provide its SERVICES diligently and in accordance with the conditions, terms and specifications set out by the PARTIES in the CONTRACTS.

ADL shall take responsibility for managing the SERVICES and for complying with the agreed obligations in general,

which includes having the necessary means available to provide the SERVICES

ADL is responsible for the quality of its SERVICES and undertakes to appropriately adapt the necessary human and material resources throughout the duration of the CONTRACT with the CUSTOMER and during any extensions to it in order to guarantee the quality of the SERVICES.

Furthermore, ADL guarantees the CUSTOMER that its dedication to performing and complying with the obligations assumed through any contract or contracts executed shall, in no case, be diminished or altered by the fact that ADL has assumed or assumes other commitments to third parties.

### 3. PERFORMANCE OF THE SERVICES

ADL shall endeavour to perform the SERVICES within the terms agreed and ensuring that the outcome of the SERVICES is in accordance with the specifications agreed by the parties in the CONTRACT.

THE CUSTOMER reserves the right to amend, cancel or extend any work that is being performed as long as it has an objective reason for doing so, or when the said amendment, cancellation or extension is related to modifications or changes in product strategy, and in any case a notice period of one month shall be respected. In the event of modification and/or cancellation, any work already performed by ADL will be invoiced up to the time when the modification or cancellation takes effect and until the end of the notice period. In case of an extension it will be the subject of a new CONTRACT or Service proposal which must be accepted by ADL and by the CUSTOMER prior to their taking effect.

ADL undertakes that its SERVICES shall be carried out by the most suitable personnel in order to ensure that the SERVICES are properly performed.

The SERVICES shall be provided by any member of the ADL team that is appointed by ADL for this purpose in accordance with their specialist knowledge in providing the SERVICES. The person or persons appointed shall provide the SERVICES in accordance with the schedule, working hours, shifts and holidays in place at ADL.

ADL hereby declares that the employees appointed to provide the SERVICES are hired in accordance with the labour legislation in force and duly registered with Social Security and up-to-date with their payments. Pursuant to the provisions of article 42 of the Workers' Statute (artículo 42 del Estatuto de los Trabajadores), ADL shall make certificates available to the CUSTOMER issued by the General Treasury of the Social Security proving that it

is up-to-date with its Social Security payments and undertakes to provide accreditation of any future payments of the said contributions by providing documents TC1 and TC2 on the CUSTOMER'S request.

As the company employing the staff in its workforce assigned to performing the SERVICES, ADL will be liable in front of the governmental and judicial authorities for the correct application of any legislation in force and especially related to employment and social security matters, and it shall assume the consequences of any liabilities arising from its failure to comply.

In order to appropriately monitor the performance of the SERVICES, the PARTIES shall each appoint interlocutors and provide written notification of the said appointment to the other party.

Each party shall send immediate written notification to the other party of any changes to the people who occupy the position of interlocutor.

The interlocutors shall hold periodic meetings in order to discover and establish the state of evolution of the various projects. Meetings may be held on a monthly basis or more frequently on the request of the managers of either of the parties.

The SERVICES shall be provided in the CUSTOMER'S facilities, in ADL'S facilities or in any other place indicated by the CUSTOMER, always in accordance with the CUSTOMER'S needs and the activity being undertaken.

The PARTIES shall comply with all obligations established legally or by collective agreement in matters related to the prevention of risks in the workplace, and shall cooperate and coordinate with each other on those subjects, especially as indicated in Royal Decree 171/2004 of 30 January (Real Decreto 171/2004, de 30 de enero), which develops article 24 of Law 31/1995 of 8 November on the Prevention of Risks in the Workplace (artículo 24 de la Ley 31/1995, de 8 de noviembre, de Prevención de Riesgos Laborales), in matters related to coordinating corporate activities.

#### **4. OBLIGATIONS OF THE CUSTOMER**

The CUSTOMER shall provide ADL with all the information and documentation it needs in order to provide the SERVICES, as quickly as possible and, in any event, within a time frame that will allow the schedule agreed between the parties in each Service QUOTATION to be met, and in any case ensuring fluid communications within a mutual collaboration framework. Furthermore, the CUSTOMER shall keep ADL informed of all progress and all transactions carried out that could affect the SERVICES.

The CUSTOMER shall provide written acceptance and approval of the SERVICES provided by ADL on the termination of each project or service included in a CONTRACT, within a maximum term of seven calendar days after the work is finalised. The date of termination of the SERVICES will be the date when written communication is provided to these effects by ADL.

If any discrepancies arise regarding the results of the provision of the SERVICES, the CUSTOMER shall provide written notice to ADL within the abovementioned term (maximum term of seven calendar days after the work is finalised) of the reasons for the nonconformity and the works that, in its opinion, need to be performed in order to obtain its approval. Once the above-mentioned notification has been received by ADL, it will have an additional term of seven calendar days in order to notify the CUSTOMER: (i) whether it is in accordance with the CUSTOMER'S statement and, therefore, will assume the costs derived from correcting the said nonconformity; or (ii), whether it is not in accordance with the nonconformity and, therefore, will not accept responsibility for correcting it.

In the latter event, the PARTIES shall attempt to reach an amicable agreement in order to resolve the situation within a maximum term of 15 calendar days counting from the date when the CUSTOMER receives notice from ADL; if after the expiry of the said term the PARTIES have failed to reach an agreement, the matter shall be resolved by an independent expert appointed by mutual agreement between the PARTIES and, in the event that they are unable to appoint an independent expert, the latter shall be chosen by a draw carried out before a Notary Public between four experts designated by the PARTIES (two experts each).

The independent expert, after having been appointed by the PARTIES in accordance with any of the above-mentioned procedures and having accepted the position, will have one month in order to issue his or her opinion, which will be binding for the PARTIES. The costs of the aforementioned expert shall be borne equally by the PARTIES.

Once the problem has been resolved pursuant to the agreement between the PARTIES or what the expert has established, the CUSTOMER will have a new term of 7 days in order to issue its written acceptance.

In any event, failure to provide written acceptance and to duly notify ADL within the term established will signify tacit acceptance of the services by the CUSTOMER.

The CUSTOMER shall pay for the SERVICES invoiced by ADL within a term of 30 calendar days after the invoice has been issued, by the means specified in the corresponding

CONTRACT, and if no means have been specified, by bank transfer.

The CUSTOMER shall provide ADL with sufficient advance notice of any changes that it plans to make regarding its working schedule or calendar that could affect the performance of the SERVICES.

The CUSTOMER shall immediately notify ADL of any events or circumstances related to the SERVICES (or the quality of the same) of which it becomes aware and which could lead to any liability for ADL under the terms of the CONTRACT. The said notification shall be sent within a maximum term of three (3) calendar days from the time when the CUSTOMER becomes aware of the event in question.

The CUSTOMER shall allow ADL personnel to be located on its premises while the SERVICES are being provided. In this respect, the CUSTOMER guarantees the following:

- The CUSTOMER'S premises are in an acceptable condition and are equipped with the suitable resources and have appropriate conditions to enable the SERVICES to be correctly provided and for ADL personnel to be located there and that they have in place, among other elements, suitable hygienic measures, security, air conditioning and heating, electricity supply, fire protection systems and all elements required in order to prevent risks in the workplace;
- When ADL is required to provide its SERVICES at the CUSTOMER'S premises, the latter shall make suitable work stations available to ADL in order for the SERVICE to be performed, depending on the tasks that have to be carried out;
- The CUSTOMER shall allow ADL staff access to all premises and areas where the SERVICES are being provided and where any information or other materials requested are found when this is necessary in order for the work to be carried out;
- The CUSTOMER shall advise and provide written notice to ADL staff of all rules and regulations in force as regards safety and the prevention of risks in the workplace in place at the CUSTOMER'S premises where the SERVICES are being provided and the measures that are to be applied in the event of an emergency and of which ADL staff should be aware of in order to ensure their safety.

Each PARTY will be held liable for the supervision, management and control of the employees that belong to their workforce and who are assigned to the service that constitutes the subject-matter of the CONTRACT.

The CUSTOMER shall refrain from giving any class of instruction or order to and from supervising in any way ADL employees that have been assigned to the Service. Specifically, it shall refrain from authorising holidays, work schedules, providing training, etc. The only interlocutor between ADL and the CUSTOMER will be the person who has been specifically appointed to this role.

## **5. THE EXECUTION OF CONTRACTS**

Any CONTRACT (which means any contract, agreement, service proposal, order, quotation or similar document) that is executed by the parties shall give details of the type of work to be carried out, the resources to be used, the term for the performance of the work and detailed prices, referenced in euros and including possible expenses.

Additionally, ADL shall indicate the place where the services are expected to be carried out in every CONTRACT.

Any appendices executed by the parties, whether at the same time or at a later date, shall be incorporated into the CONTRACT and become part of the same.

These GENERAL CONDITIONS will form an integral part of the CONTRACT.

## **6. PRICE, INVOICING AND METHOD OF PAYMENT**

The price of the SERVICES, the billing milestones and the methods used to calculate them shall be specified in the CONTRACT that is executed.

When the CONTRACT's duration is longer than one year, on the first of January every year (independently of the date when the CONTRACT was signed), ADL may revise the prices and expenses in force at that time, and update them using as a reference the general Spanish Consumer Price Index published by the National Institute of Statistics or any body that replaces it.

The payment conditions shall be as provided for in section 4 and as set out in the corresponding CONTRACT. In the event of discrepancy between different conditions, the CONTRACT will prevail.

Any invoices due and that remain unpaid will accrue interest for late payment at the statutory rate in force. Additionally, the CUSTOMER shall pay ADL a one-off, non-negotiable compensatory amount to cover administrative costs arising from processing and monitoring the debt in the amount of 15% of the value of the invoice, with a

minimum amount of 25 euros, notwithstanding any other rights or interests accrued in its favour.

## **7. TERM**

The term of the work will be detailed in the CONTRACT between the CUSTOMER and ADL.

In the event that the CONTRACT or any of its extensions is terminated, the terms and conditions of the services that remain active until the date of termination shall be respected, unless otherwise agreed by the parties.

## **8. PERMITS AND LICENCES**

The PARTIES shall be in possession of any necessary permits, licenses or requirements depending on the activity, in accordance with State or Autonomical legislation and any other governmental rules or regulations (including local authorities), and be registered for Business Activities Tax (Impuesto de Actividades Económicas) in the class or classes that encompass their activities and, in general, in any others that are required in order to perform the SERVICE.

## **9. INDUSTRIAL PROPERTY RIGHTS**

The CUSTOMER shall have the priority and preferential right before ADL to request registration of any industrial property rights that arise as a consequence of performing the CONTRACTS that are the object of the agreement or contract executed by the parties.

The CUSTOMER will have a term of six months after receiving the corresponding information in order to exercise in writing the right provided for in the above paragraph. At the end of the said term, if the CUSTOMER has not exercised the said right, ADL may solely in its own name carry out the said registration for which purpose it may make non-exclusive use of any documentation generated when performing the CONTRACTS. In no event may the said registration and ownership of any industrial property rights by ADL be the cause of opposition to the unrestricted and cost-free use by the CUSTOMER of all of the documentation and results arising from the CONTRACT.

In the event that the CUSTOMER decides to register in its name any industrial property rights arising from the SERVICES, it shall make a one-off exclusive payment to ADL in the same amount as that which ADL, providing proof of payment, paid the individual person who was the inventor pursuant to the provisions of the Law on Patents and Industrial Property Models for Employee Inventions (Ley de Patentes de Invención y Modelos de Utilidad). In no event and under no circumstances shall the said payment made by ADL establish or be interpreted as a sign

or evidence of the existence of a working relationship or any class of commitment of this kind between the inventor and the CUSTOMER.

In the event that the CUSTOMER decides to maintain ownership of and proceeds to register the industrial property rights arising from the CONTRACTS, the CUSTOMER will be the sole and exclusive owner of all of the technical information and documentation generated when carrying out the corresponding SERVICES. In all other events, the CUSTOMER and ADL will jointly own the said technical information and documentation within the framework provided for in these GENERAL CONDITIONS.

ADL guarantees the CUSTOMER that the work and results contained in the CONTRACTS have been developed without infringing the rights of third parties in any case, although both parties accept that they may include elements of free or open source software.

## **10. TERMINATION**

The contractual relations between the PARTIES may be terminated by either of them, notwithstanding their ability to exercise rights that correspond to them, in the event of breach by the other PARTY of the agreed obligations. In these events, the compliant PARTY shall provide written notice to the other PARTY of the breach and grant them a term of 30 calendar days in order to correct it. At the end of the term set for the correction, if the breach has not been rectified, the compliant PARTY may automatically terminate the agreement or contract.

Notwithstanding the above, either of the PARTIES may unilaterally terminate the agreement or contract without providing a reason by giving 60 calendar days' notice to the other PARTY of its decision. All obligations related to payments by the CUSTOMER shall be met before the contractual relationship is terminated.

## **11. SUBCONTRACTING**

If ADL subcontracts services it will be held jointly and severally liable with the subcontracted company and shall require the said company to comply "*mutatis mutandi*" with all obligations established for ADL in the agreement or contract executed.

## **12. ASSIGNMENT**

The contractual position of each of the PARTIES is personal and the rights and obligations derived from the same for each PARTY may not be assigned by any title, in full or in part, by either of the PARTIES without prior written authorisation by the other PARTY.

Any transaction involving merger, takeover or the combining of companies in general that may affect ADL will not be considered to be assignment. Such transaction will not result in any amendment to the agreements and conditions executed, nor give the CUSTOMER the right to any compensation.

Neither will be considered as assignment any factoring, confirming or similar agreement formalized by ADL related to invoices issued by ADL.

### **13. NON-AGGRESSION PACT**

During the term of the CONTRACT executed, the PARTIES undertake to maintain a relationship of mutual collaboration and avoid practices that could separate them from the spirit of the agreement or contract or that could negatively affect the normal development of the activities of the other PARTY.

Particularly, the CUSTOMER shall refrain from making direct and/or indirect offers to hire and from hiring anyone who is or has been employed by ADL during the whole or part of the term of the commercial relationship. The obligation of the CUSTOMER to refrain from offering a job and from hiring will remain in force for the entire term of the CONTRACT and for a term of twelve months after the termination of the same regardless of the cause of termination.

The CUSTOMER shall not assist other related or unrelated entities in carrying out this type of activity.

In the event of a breach by the CUSTOMER and/or any individual person and/or legal person linked to the same, of the non-aggression pact, the CUSTOMER shall compensate ADL, as a penalty clause, in the amount equivalent to a year's gross salary of the employee, notwithstanding any other possible claims for damages or losses, where applicable. The CUSTOMER will not have to pay any compensation to ADL if it has written authorisation from the latter to offer a job or to hire one of its employees.

### **14. NON-DISCLOSURE**

For the purposes of the commercial relationship between ADL and its CUSTOMER, all information that is not in the public domain and that originates from CONTRACT negotiations or is related to the content, performance or effects of the same and which may be disclosed verbally or in writing or by any other means or through any media that is currently available or that may be invented in the future shall be considered to be confidential information. In any event, Confidential Information includes but is not limited to discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models,

samples, graphs, know-how, source codes and any information of a technical, financial or commercial nature or related to the organisational structure of either of the parties that has been disclosed by one of the parties to the other or obtained by any other means by one of the parties during the term of the commercial relationship and/or as a direct or indirect consequence of its performance and/or of the contractual relationship existing between the parties.

The PARTIES undertake:

- a) not to disclose confidential information to any person or entity except to their own employees or personnel contracted to perform the project or SERVICE, on the condition that the latter also maintain confidentiality and only as far as is required for the correct performance of the SERVICE;
- b) to refrain from using the information of the other PARTY for any purpose other than the implementation and performance of the SERVICE or agreement;
- c) not to copy or reproduce the information supplied by the other PARTY, in full or in part, except when it is necessary or useful to enable the SERVICE to be performed correctly.

The CUSTOMER and ADL shall, during the term of the commercial relationship and after the termination of the same, maintain absolute confidentiality and shall not disclose the contents of the CONTRACT executed to third parties nor any information that has been received from the other party or which the latter has made available to it, verbally or in writing, in relation to business, transactions or personal data.

The CUSTOMER and ADL shall ensure and guarantee that their employees, workers, managers and collaborators in general also maintain the agreed confidentiality and do not disclose the aforementioned information to third parties.

The confidentiality obligations set out in these GENERAL CONDITIONS will be valid for the term of the commercial relationship and after the termination of the same. In the event of the termination of the commercial relationship for any reason, each of the PARTIES shall deliver all of the confidential information in their custody or in the custody of their employees or collaborators to the other PARTY or destroy it on the express request of the other PARTY in the way set out by the latter regardless of the medium on which this information is held. Additionally, each PARTY undertakes to certify to the other PARTY that all of the material in their custody has been returned, deleted or destroyed pursuant to the above paragraphs and,

therefore, that they have no copies of all or part of the information associated with the same. An exception to this is that both PARTIES may keep the documents needed to provide evidence according to legal provisions.

The confidentiality obligations included in these GENERAL CONDITIONS are not applicable to information when the receiver can prove:

- a) that it was in the public domain at the time of disclosure;
- b) that, after having been disclosed, it was published or entered the public domain in another manner, without breach of the obligation of confidentiality by the party that received the said information;
- c) that at the time when it was disclosed, the receiving party was already in possession of the same by legal means or had a legal right to access the same;
- d) that it had prior written consent from the other party to disclose the information;
- e) that a request had been made by the competent Governmental or Judicial Authorities for the same to be partially or fully disclosed.

## 15. PERSONAL DATA PROTECTION

In the event that the SERVICE makes it necessary for either of the PARTIES to access files with personal data belonging to the other PARTY, that access will be done under the most rigorous and scrupulous respect to the current regulations regarding the processing of personal data. Particularly Regulation (EU) 2016/679 of the European Parliament dated 27 April 2016 for the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter, GDPR) and any other regulations in force or that may be promulgated on the subject. Specifically, and in accordance with the GDPR, the party receiving the data must comply with the following obligations:

- data shall be handled with strict respect for any instructions provided by the other party in this regard;
- in no event shall personal data taken from files belonging to the other party be applied to or used for any other purpose than the strict performance of the SERVICES that constitute the subject-matter of the agreement or contract executed;
- in no event shall the said personal data be communicated to other individual persons or legal entities, even for their preservation.

- If necessary, the PARTIES will sign the corresponding data processing manager contract.

For the purposes of the provisions of the GDPR, ADL informs the representatives of its CLIENT that the data of the CLIENT and its representative will be processed by ADL in order to manage the relation, issue and book the invoices. The legitimacy to proceed with such treatment is agreed between the parties concerned.

Both the CLIENT and its representatives have the right to obtain information about their data and to send a request to access, amend, object or cancel them using any means that provides proof that the request has been sent and received. The request should be sent to ARTHUR D. LITTLE, S.L. at the following address: calle José Ortega y Gasset, número 20, 3º, 28006 Madrid, and should include the reference "Data Protection". In the request the CUSTOMER or the applicant should include:

- name, surname(s) and a photocopy of the identification document belonging to the interested party;
- the request on which the application is based;
- contact address for notices.

## 16. FORCE MAJEURE

If the performance by either of the PARTIES of the CONTRACT executed were prevented, impeded or delayed by fire, flood, earthquake, natural disasters, war, terrorism, lightning, civil unrest, rebellion, revolution or any other cause beyond the reasonable control of the Parties (each of which is considered to be a "Reason of Force Majeure"), and the said failure to perform could not have been avoided by taking reasonable precautions, the PARTY that is unable to perform the agreement or contract or its obligations as a result of having been affected by a Reason of Force Majeure, shall be excused from this failure to perform while Reason of Force Majeure remains. The PARTY that is prevented, impeded or delayed from performing its obligations by a Reason of Force Majeure shall give immediate notice to the other PARTY of the existence of the Reason of Force Majeure and give a detailed description of the nature of the same.

Reason of Force Majeure means any event or circumstance that could not have been foreseen by the PARTIES or which, having been foreseen, was unavoidable and has a direct influence on the performance of the agreement or contract that has been executed, in such a way as to prevent them from making up for the delay by

other means, or that prevents the mutually established obligations from being performed.

**17. PUBLICITY**

Each PARTY hereby authorises the other PARTY to include the name of the other PARTY as a customer or supplier, as applicable, in its corporate publicity information, in any media, as long as the commitment to confidentiality provided for in these GENERAL CONDITIONS is respected and with the exception of any express prohibitions.

**18. AMENDMENT**

No revision, modification or rectification of any CONTRACT that has been executed between the parties will be valid and effective unless it is thus agreed by the PARTIES in writing.

**19. NOTIFICATIONS**

All notices that have to be made in accordance with or as a consequence of any CONTRACT executed shall be made in writing and, unless otherwise agreed by the parties, through certified mail with acknowledgement of receipt, any form of fax or by notary public.

**20. WAIVER**

No grace period or term, delay or omission in exercising any actions or rights derived from any CONTRACT executed shall be understood as a waiver of the same or as conformity with the circumstance that led to such delay, nor shall the rights of the parties be affected on any similar subsequent occasion.

**21. TAXES AND COSTS**

All costs and taxes derived from the execution or performance of any CONTRACT shall be borne by the PARTY or PARTIES pursuant to the applicable laws or regulations.

**22. APPLICABLE LAW AND JURISDICTION**

Commercial relations between ADL and its CUSTOMERS will be governed by Spanish Law unless expressly agreed otherwise, and they shall be subject to the courts and tribunals of the city of Madrid.