



General Conditions, November 2017

1. **General:** The contractual relationships between the client and EUDG Human Oriented Technologies OÜ (EUDG) are exclusively governed by the present general conditions, excluding the application of the general conditions of the client, and apply to all services provided by EUDG. By requesting the assignment, the client declares to understand and to agree to the present general conditions. Deviations from the present general conditions are not allowed, except if they are agreed upon in writing by the parties. The present general conditions complement the specific contractual provisions between EUDG and the client, and form an integral part thereof.

2. **The assignment:** To be valid, each assignment has to be accepted by EUDG. Save for prior written deviation, an order is only considered final after acceptance by EUDG and the effective payment of an advance payment of 50% of the total price of the assignment. EUDG may however execute the assignment without having received the advance payment, without prejudice to the validity of the assignment. EUDG will use its best efforts to execute the assignment. This is an obligation of means, except if explicitly stipulated otherwise. EUDG is only committed to what is explicitly foreseen in the assignment. Any modifications by the client to the accepted assignment will be at the sole and full expense of the client. Each modification has to be explicitly accepted by EUDG in writing.

The client commits to provide all useful and required data for the assignment to EUDG, and to fully enable the execution of the assignment, even in case of altered conditions. The client is solely responsible for the accuracy of the data provided to EUDG. If the client fails to provide the said data, EUDG is entitled to suspend the execution of the assignment and to terminate the agreement if the failure is not cured in due time.

If the client renounces to the assignment, he will be fully liable for all costs of EUDG caused by and deployed for the execution and the preparation of the assignment and the renunciation thereof. In case of failure to provide the necessary data or in case of renunciation, the client will pay a lump sum

compensation of 20% of the price of the assignment. In addition, EUDG has the right to claim its actual damage, including but not limited to the revenue loss caused by the renouncing of the assignment, and the revenue loss caused by other assignments that had to be refused, suspended or stopped.

3. **The execution term of the assignment:** EUDG will use its best efforts to execute the assignment in a reasonable term, or, if applicable, the term that is agreed upon. If the client impedes or slows the execution of the assignment, the term will automatically be extended. If the client makes the execution of the assignment impossible or more difficult than foreseen, EUDG is entitled to terminate the agreement immediately, without prior letter of default and without respecting a notice period or paying an indemnity. In that case, the client will bear the costs caused by the assignment and the termination thereof.

If the execution term is exceeded, EUDG will not be liable for any damages of the client or a third person caused by the exceeding of the execution term. Exceeding the term will not give the client the right to terminate the agreement with EUDG, nor to claim any compensation.

4. **Price and payment:** The price of the assignment is described in the agreement between the parties (accepted quote, proposal, contract, specific conditions,...), and will be invoiced by EUDG. In absence of an agreed price, EUDG will invoice its performances transparently and in a reasonable way, in correspondence with its usual rates. The mentioned price only applies to the assignment as accepted by EUDG and does not cover any additional work. The client will bear the full costs of a modification of the assignment.

Save if agreed otherwise, the client will make an advance payment of 50% of the total price of the assignment before the start thereof. EUDG will invoice the delivered services during or at the end of the assignment, at its discretion, unless if otherwise provided. All prices are excluding VAT, save if explicitly stipulated differently. EUDG's invoices are to be paid within the payment term of 15 days after the day of issuing, if otherwise not stated on

invoice. If an invoice is not paid within this term, automatically and without any notice, a lump sum compensation of 10% of the invoice amount will be due by the client, and in addition the invoice amount will increase with compensatory interests of 0.02% per day. Each dispute relating to the execution of the assignment or the invoices has to be sent at the official address of EUDG by registered mail within 15 days after the sending of the invoice or after the facts that form the base of the dispute, on penalty of forfeiture of any further claim in this regard. In any event, the client is no longer entitled to claim any compensation one year after the termination of the assignment.

5. Liability for the execution of the assignment: EUDG provides advisory services and can never be held accountable for the implementation of this advice. The execution of the assignment is a best effort obligation. The liability of EUDG is limited to the amount of the invoices for the assignment, and will not cover the client's actual loss. In case the term of the assignment exceeds 3 months, the liability of EUDG is limited to the amount corresponding to the work of the last 3 months. The liability of EUDG is limited to cases of faulty behavior by or gross negligence of EUDG. In any case, the client cannot claim compensation for damages other than immediate and direct consequences or losses (consequential damage, financial losses, failed achievement of desired results,...).

6. Intellectual property: Unless otherwise agreed, EUDG retains all intellectual property rights related to the delivered services. The documents or goods provided by EUDG in the context of the assignment (reports, advices, digital files,...) are only intended for the use of the client, and cannot be multiplied, made public or shared with third parties save for prior written approval of EUDG.

7. Confidentiality: Parties shall keep all information of any nature whatsoever coming into their possession in the framework of the assignment or the pre or post contractual phase and regarding the other party, strictly confidential and will ensure that their respective employees, agents and sub-contractors also maintain such confidentiality. Taking into account the client's interests, EUDG is entitled to use the works created or

performed in the frame work of the assignment for promotion and publication.

8. Termination of the agreement: Parties can terminate the agreement at all time by means of registered letter. If the agreement is terminated by the client, compensation will be due as foreseen in clause 2 (20% lump sum and in addition, the real actual damage). Moreover, the client will have to pay for the services already delivered by EUDG at the time of termination. EUDG will send an invoice for these services. Any goods or documents belonging to EUDG that were put at the disposal of the client during the assignment have to be returned to EUDG upon first request and at the latest within 14 days after the termination of the agreement.

9. Final provisions: The nullity or invalidity of a provision will not engender the cancellation or invalidity of the whole agreement, nor of any other provision thereof. The contractual relation between the client and EUDG is governed by the law of the Republic of Estonia. Any dispute arising from the contractual relation between the Parties will be exclusively submitted to the Harju County Court (Tallinn, Estonia) as the court of first instance.

10. Contact Information of EUDG

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