

GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

Dated: Jan 01st 2019

1. Scope of application

1.1. These General Terms and Conditions for Consultancy Services act as the contract (hereinafter "Contract") for advisory and consulting services provided by Amberbridge OÜ (hereafter referred to as "AB") if no other contract has been made. The subject matter includes consultancy and provision of information through AB to the client, particularly in connection with the preparation, planning, execution, or maintenance of commercial or specialist decisions, projects, media, or documents (hereinafter "Services"). If any parts of these General Terms and Conditions for Consultancy Services conflict with individual agreements made between AB and the client, the individual agreements will take precedence over the General Terms and Conditions for Consultancy Services.

1.2. These General Terms and Conditions for Consultancy Services become valid with the first application of an AB Service at the client as long as the client doesn't object specifically to them immediately. No further written agreement is required. If these General Terms and Conditions for Consultancy Services have once been applied in and/or as a contract with the client, then they also apply to all future contracts regarding consultancy services between the client and AB, even if AB does not refer to these General Terms and Conditions for Consultancy Services again in future contracts. This only does not apply if and insofar as the parties agree to the application of new General Terms and Conditions for Consultancy Services from AB in the future contract.

AB is an online-driven, paperless enterprise. These General Terms and Conditions for Consultancy Services are freely accessible online and do not require a paper provision.

1.3. The General Terms and Conditions for Consultancy Services of AB shall exclusively apply. The client's General Terms and Conditions shall only be applicable if explicitly agreed upon in writing.

1.4. Paragraphs referenced in these contract conditions are, unless stated otherwise, from these General Terms and Conditions for Consultancy Services.

2. Contract Subject Matter, Performance, and Service Scope

2.1. The subject matter of the contract is the agreed consulting activity, and not the achievement of a specific economic success.

2.2. AB performs its services with standard business diligence and based on the specific situation and needs of the client. The client understands that any analysis of a company or market involves some level of unpredictability.

2.3. AB deploys highly skilled personnel with the necessary expertise and experience for contracts, ensuring robust support and oversight. Unless otherwise agreed upon, AB may engage expert sub-contractors to execute the contract, while maintaining direct responsibility to the client. AB reserves the discretion to determine the allocation of employees or sub-contractors, unless specified otherwise.

2.4. AB retains ownership of the information and materials developed by AB until these rights are formally transferred to the Customer in writing.

2.5. AB does not provide legal, tax, or auditing services.

3. Amendments to services

3.1. AB will address the client's requests for amendments according to the contract, provided it is feasible within its operational capacities and consulting services, and that executing the request is appropriate and reasonable.

3.2. AB can undertake amendments to the project without prior client consent, provided these align with the client's presumed intent, are especially urgent, and the client cannot be contacted in a timely manner. AB will inform the client about such project changes and their impacts.

3.3. If AB's expenses increase due to a client's request for an amendment or an extension of the project timeline, the contracting parties agree to negotiate an appropriate adjustment to the contract and payment. Should the parties fail to reach an agreement on the payment for these services, the payment AB is entitled to will increase in proportion to the additional time and costs incurred.

3.4. If reviewing a project amendment incurs a substantial cost for AB, AB may request a separate contract for this purpose.

3.5. Clause 3.3 applies mutatis mutandis in the event of a project amendment pursuant to Clause 3.2.

4. Client's cooperation duties

4.1. The success of the project requires close collaboration between the parties. The client will support AB consistently throughout the project work. The client will comprehensively inform AB about the company pertaining to the contract and all key aspects of the project, and will provide necessary documentation and information as required by AB in a timely and complete manner.

4.2. The client will:

- Respond to all questions raised by AB completely, accurately, and promptly to the best of its knowledge, as these are essential for AB's project work.
- Inform AB promptly about all relevant circumstances, including rectification or updating of documents, even in cases of doubt.

4.3. If an Interim Manager appointed or designated as a contact person by AB is engaged, the client's agreed-upon duties of cooperation must also be fulfilled with respect to the Interim Manager.

4.4. The client shall promptly review any interim results, documents, media, or discussion logs submitted by AB to verify the accuracy and completeness of the factual information. The client shall notify AB in writing immediately if any corrections or additions are required or requested.

4.5. The client agrees to provide a written assurance, to the best of its knowledge, regarding the completeness and accuracy of the information submitted to AB upon AB's request before AB presents the results (*letter of representation*).

4.6. The client shall establish the organizational and practical requirements within the company, necessary and reasonable for the proper fulfilment of the contract as requested by AB. If needed, the client shall provide AB and its agents with suitable workplaces on-site that enable undisturbed work while maintaining confidentiality (including desk, office equipment, PC, telephone, and, if required, integration into the company's internal communication system).

4.7. If, to the extent that, the client does not fulfill, fully fulfill, or fulfill on time its agreed cooperation duties with AB despite requests from AB, the following applies:

- a) The client will reimburse additional expenses (time, costs) which AB incurs as a result at the general fee rates agreed between the parties, or if the expenses exceed these fees, to the full extent of the actual costs of these expenses;
- b) In significant cases, AB has the right to terminate the contract after the failed expiry of a suitable period to fulfill the cooperation duties.

Further statutory rights and claims of AB remain unaffected.

5. Confidentiality by AB

5.1. From the time the contract is concluded, AB is required to maintain confidentiality for twelve months over all information designated as confidential or trade and business secrets of the client (hereinafter: "confidential information") which become known to it in connection with a

contract, unless such information are lawfully or legally required to be disclosed.

5.2. Unless an exception is stated in this Clause 5, AB may disclose confidential information, reports, expert opinions, and written statements regarding the course and outcome of its activities to third parties only if it is necessary for the fulfillment of the assigned tasks or contract, or with the customer's written consent, or the disclosure is lawfully or legally required.

5.3. The obligation of confidentiality under Clause 5.1 shall not apply to confidential information if and to the extent that

- a) such information was already in AB's lawful possession before the disclosure and without any non-disclosure obligation;
- b) such information was lawfully provided to AB by a third party after the conclusion of the contract, and the third party is not bound by a non-disclosure obligation;
- c) such information was disclosed without the assistance of AB or became generally known through no fault of its own;;
- d) AB is required by law or official orders to disclose information to authorities, the judiciary, or other third parties;
- e) the client has consented to the information being passed on by AB.

5.4. AB may disclose confidential information to individuals involved in executing the contract, including its employees, subcontractors, and professionals bound by non-disclosure obligations, provided AB ensures these individuals are committed to maintaining confidentiality and data protection.

5.5. AB may disclose confidential information to individuals associated with or involved with the client, provided that such disclosure is made in the context of fulfilling tasks under this contract.

5.6. AB is authorized to process the client's personal data in accordance with the intended purpose, or to have it processed by third parties.

5.7. AB is permitted to reference the existence of a contractual relationship, whether current or past, with the client, as well as its specific activities, particularly in presentations, events, or within the company prospectus.

6. Barriers to Performance

6.1. In the event of force majeure and other unforeseeable and extraordinary circumstances beyond our control (such as unforeseen difficulties in procuring materials, operations interruptions, strikes, lockouts, transportation defects, official intervention, energy supply issues, etc.), any performance deadlines applicable to AB will be extended accordingly.

This extension does not apply if AB is responsible due to acceptance issues, lack of precautions, or failure to prevent such occurrences. Should the aforementioned circumstances render the service impossible or unreasonable for AB, AB is absolved from the obligation to perform.

- 6.2. AB may only invoke the aforementioned circumstances if AB promptly notifies the client.
- 6.3. Clause 6.1 applies mutatis mutandis if an employee of AB designated for the project under contract leaves the company and this was not foreseeable at the time of contract conclusion, with no fault on AB's part. If this employee is permanently or long-term unable to perform the service, AB is entitled to appoint a replacement employee with at least the same abilities.
- 6.4. If delays in performance under Clause 6.1 to Clause 6.3 are unreasonable for the client, the client may set an appropriate timeframe for AB to begin or continue the contractual activities. If this period expires without success, the client can terminate the contract in accordance with Clause 13. AB's right to payment for services already provided remains unaffected.
- 6.5. AB's liability for performance impediments is limited to the provisions outlined in Clause 12.

7. Fiduciary duty and maintaining independence

- 7.1. The parties undertake to be mutually loyal to one another. They shall inform one another immediately about all circumstances, which arise in the course of the execution of the project and could influence the work.
- 7.2. The client guarantees that the company associated with it as well as the client's employees and the company's employees omit everything, which could put the independence of the AB employees at risk. In particular, direct or indirect headhunting of their employees or their former employees is to be omitted for a period of 48 months after the termination of the collaboration with AB.
- 7.3. The client must pay a contractual penalty of 25,000 euros (twenty-five thousand euros) for each instance of violating the prohibition outlined in Clause 7.2. For long-term violations, the penalty will be applied anew at the beginning of each month, with a monthly increase of 5,000 euros (five thousand euros) until the respective individual is exempted by the client or the omission period outlined in Clause 7.1 ends.

AB retains the right to seek damages or other legal remedies beyond this, such as claims for cessation and desistance.

8. Intellectual property protection and usage of results

- 8.1. The client guarantees that reports, expert opinions, documents, and media, including but not limited to organizational plans, drafts,

drawings, schedules, and calculations produced by AB under the contract will be used solely for the agreed contractual purposes. These materials shall not be edited, translated, reprinted, distributed, or disseminated without the explicit written consent of AB for each specific instance. The use of consultancy services provided to any company affiliated with the client requires a separate explicit written agreement.

- 8.2. To the extent that the work results are subject to copyright, including general intellectual property rights, AB retains authorship. In such cases, the client is granted a revocable but otherwise unrestricted right of use by time and location in accordance with the usage rights outlined in Clause 8.1.

9. Sharing AB's professional statements

- 9.1. The transfer of information and consultancy services provided by AB (hereinafter referred to as "consulting provided") related to the contract, including but not limited to reports, documents, expert opinions, organizational plans, drafts, drawings, schedules, calculations, media, and similar items, to a third party by the client requires the written consent of AB. This is applicable unless such consent to pass on to these third parties is explicitly stated within the contract content.
- 9.2. The client is not permitted to use AB's consulting services for advertising purposes. If this occurs, AB has the right to terminate the contract and any other incomplete contracts immediately. Any additional claims by AB, including but not limited to compensation and damages, will remain unaffected.

10. Fee, Costs, Maturity, Default

- 10.1. Unless specified otherwise in an individual contract, the following fee rates shall be applicable:

Senior Level	425,00 Eur/h
Project Level	285,00 Eur/h
Consultant Level	185,00 Eur/h
Other	125,00 Eur/h

AB reserves the right to automatically bill the Fees on a daily, weekly, monthly, or annual basis, choosing the rate that is most advantageous for the Customer, at the following discount rates:

Levels, up to daily 40% / weekly 45% / monthly 50% / annual 55%
(calculated based on hours per day, at day=8 hours / week=5 days / month=4 weeks / year=12 months)

Other, up to daily 10% / weekly 15% / monthly 20% / annual 25%
(based on hours per day, at day=8 hours / week=5 days / month=4 weeks / year=12 months)

However, this does not guarantee the Customer a

reduction in the Fee; any price adjustment is entirely at AB's discretion.

Each rate is subject to statutory value-added tax and includes the lump sum for ancillary costs as per Clause 10.3. The hourly rates apply to both work time and travel time.

- 10.2. Should the contract application extend beyond a period of 12 months and AB invoices based on expenditure, the fee rates will be subject to a 7% increase at the commencement of each new contract year following the conclusion of the initial contract.
- 10.3. Ancillary costs are 15% of net fee revenues unless otherwise agreed. These cover access to research facilities, communications, and office management, but exclude travel costs and travel time fees, which will be invoiced separately as per Clause 10.1 from the nearest AB branch to the client. Rental and use of electronic data rooms, specialized databases, and other external services are not included. Ancillary costs will be billed with the payable fee.
- 10.4. Agreed down payments are due upon invoicing and before the commencement of services. These payments will be applied by AB to the nearest consulting services in terms of time. If other down payments are agreed upon, AB will invoice them promptly to prevent any disruption in consulting services.
- 10.5. Other fee invoices must be paid within 7 calendar days of receipt. If a fee is tied to the delivery of results, payment is due even if the client rejects the completed work (e.g., due to a sudden contract termination) by the agreed date.
- 10.6. The statutory value-added tax shall be applied to all listed prices and itemized separately in the invoices.
- 10.7. Clients share joint and several liability.
- 10.8. The client may only offset claims against AB with uncontested or legally established claims.

11. Defects and Prescription

If AB owes a specific task, such as an analysis or expert opinion, the following applies:

- 11.1. If the services are found to be defective, the client has the right to rectification by AB in accordance with statutory requirements.
- 11.2. If the rectification fails after multiple attempts, the client may request a fee reduction or termination of the contract. The contract can be terminated only if the overall fulfillment is no longer economically viable for the client due to the failure of rectification. Clause 12 applies to any additional claims for damages.
- 11.3. The client's warranty rights mentioned above expire 12 months from the statutory start of the prescription period.

12. Liability and Prescription

- 12.1. AB is liable to the client, on any legal grounds, for damages caused by AB, its legal representatives, and vicarious agents, to the extent that they are responsible for such damages, as follows:
- 12.2. AB shall be liable pursuant to Clause 12.1 for damages resulting from injury to life, body or health.
- 12.3. AB shall be liable under Clause 12.1 for any damages caused by intentional acts or gross negligence. Liability for simple negligence is limited to breaches of material contractual duties, and in such cases, it is restricted to compensation for foreseeable damages that are typical of the contract.
- 12.4. AB shall not be held liable for any damages or liabilities that are not expressly covered by the aforementioned provisions.
- 12.5. AB shall not be held responsible for any misuse or improper implementation by the client of the recommendations provided by AB within the scope of the services or in the work documentation.
- 12.6. To the extent that AB's liability is excluded or limited by this contract, the same exclusions or limitations also apply to the personal liability of its legal representatives, employees, and agents.
- 12.7. Clauses 11 and 12 shall apply mutatis mutandis to any potential claims for compensation of wasted expenses.

13. Termination

- 13.1. Unless otherwise stipulated in written, and provided AB does not owe work as outlined in Clause 11 (which falls under statutory provisions), either party may terminate the contract with a 14-day notice period, effective at the end of the month. However, after one year of continuous contractual engagement, termination can only take place at the end of each annual quarter. The right to extraordinary termination remains reserved.
- 13.2. The following factors may be considered valid grounds for extraordinary termination:
 - in the event of a dispute over payment increase due to necessary project material changes;
 - in the event of default of acceptance and payment delays by the client, if AB has set an appropriate period for fulfillment by the client without success;
 - if there is a material deterioration or significant risk to the client's financial situation, such as the client suspending payments, declaring an intention to suspend payments, applying for insolvency, or having insolvency

proceedings opened or rejected due to lack of funds.

13.3. In the event of an extraordinary termination by AB due to behavior by the client that breaches the contract, the client is responsible for compensating AB for all damages resulting from the early termination of the contract, including lost profits. After one year of continuous contractual engagement, this compensation shall additionally include at least an annual fee multiplied by a factor of 1.8 of the initially anticipated contract period and the already served contract period.

13.4. The termination must be in written to be effective.

14. Retention and Safekeeping of Documentation

14.1. AB retains the right to hold any documents it has provided until its claims are fully settled. However, exercising this right would be considered contrary to good faith if it results in disproportionately high damage to the client that cannot be justified when considering both parties' interests. The intellectual property rights in the documents, as specified in Clause 8, remain unaffected.

14.2. Upon settlement of its claims under the contract, AB shall, upon request from the client, issue all documents which the client (either directly or through third parties) handed over for the execution of the contract. This obligation does not extend to correspondence between the parties, nor to simple transcripts of documentations, nor to reports, organizational plans, drawings, schedules, calculations, documents, media, or other materials produced by AB within the scope of the contract.

14.3. AB's obligation to retain documentation shall lapse six months after the termination of the contractual relationship. Statutory safekeeping obligations remain unaffected.

15. Additional Provisions

15.1. Estonian law shall exclusively govern this Agreement, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any referrals to other legal orders under conflict of laws principles.

15.2. The place of performance shall be AB's registered office. The court of jurisdiction for all disputes arising from or in connection with this Agreement shall be the registered office of the AB branch that concludes the Agreement.

15.3. The language of presentations, documents, reports, expert opinions, analyses etc. is English.

15.4. Unless stated otherwise herein, amendments or additions to a contract as set forth in Clause 1.1, as well as in the individual case of these General Terms and Conditions for Consultancy Services, require the written form, provided that a stricter form is not required by law.

15.5. The Client may only assign rights arising from the contractual relationship with AB upon obtaining prior written consent from AB. This also applies to this written form clause itself. Verbal ancillary agreements have not been made.

15.6. In case of any inconsistencies between the provisions of this Agreement and any other documents referred to herein, the provisions of this Agreement shall prevail, unless explicitly agreed upon otherwise herein or therein.

15.7. If individual or several provisions of this Agreement are or become invalid, this shall not affect the validity of the remaining provisions. The Parties are obliged to replace an ineffective provision with a provision that corresponds to the purpose of the ineffective provision in a permissible manner or comes as close as possible to it. This shall apply accordingly in case of any gaps in this Agreement.

15.8. All further notices to be given under this Agreement shall be In Written and shall either be delivered personally or by email and shall be deemed duly served: (i) in the case of a notice delivered personally, at the time of delivery; and (ii) in the case of email, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following Business Day. Any notice to the AB shall be sent to the registered office address or to such other address as AB may have designated pursuant to this Clause. Any notice to the Client shall be sent to the registered office of the Client or to such other address as the Client may have designated pursuant to this Clause.

15.9. The clauses: 5, 8, 9, 10, 11, 12, 13.3, 15 of these General Terms and Conditions of Consultancy Services, and hence this Contract, shall survive the expiration or termination of this Agreement for any reason.

AMBERBRIDGE OÜ

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