

The Consultant's General Terms for the Clients (the "GT CL")

2023-GJ-IE-GTC-01

Definitions:

"Contract" – a contract concluded as Order including these GT CL and other contractual documents explicitly mentioned in Order.

"Order" – Order electronically concluded or signed by Client and Consultant.

"Client" – a party which under Order is named as "Client".

"Consultant" - a party which under Order is named as "Consultant".

"Information" – an information to be made available to Client by Consultant; as default - Information shall mean qualification, experience and contact information of third party service providers.

"Parties" – Client and Consultant.

"Party" – Client or Consultant.

"Services" – the services defined in Order; as default - Services shall mean the services of usage of data base of Consultant.

"In writing" – written form or electronic form, such as email and similar.

GENERAL

1. Client's acceptance of Order shall be deemed acceptance of these GT CL which shall prevail over and exclude any other terms or conditions, that Client may seek to impose or incorporate or which might be implied by trade, custom, practice or course of dealing, in conflict with these GT CL.
2. Services to be provided are limited to those defined in Order and shall NOT be changed, added to or extended unless both Parties explicitly agree in writing. Client agrees to pay on request the extra fee(s) required by Consultant to reflect those changes. All changed or new work shall be subject to these Conditions.
3. It is understood and agreed that Consultant is always acting only as provider of data base (web platform) for all users – such as Client – and Consultant shall NOT be responsible NOR liable for performance, acts, omissions and behaviour of third party service providers, information about which is placed on Consultant's data base. Consultant does not accept any liability or risks in this regard whatsoever. Respectively all and any risks in relation to third party service providers shall always exclusively remain with Client. Said provisions are one of the essentials for Consultant and are a precondition for Consultant to enter into contractual relationships with Client.
4. Consultant warrants that the Services will be provided using reasonable care and skill. However, it is explicitly agreed by the Parties and acknowledged, accepted and agreed by Client, that Consultant's services are limited to sharing of Information on potential third party service providers, i.e. disclosure of certain contact information and general information of such third party service providers. Consultant does not guarantee accuracy, correctness or truthiness of Information. Moreover, Consultant gives NO representations, warranties, guarantees or undertakings whatsoever in respect of quality of the works or services or any other performance parameters by third party service providers, which are listed in Consultant's data base.
5. Consultant's Services shall be considered delivered, fulfilled and duly completed upon the provision of an access to Information to Client. An access to Information means that Client is provided with access to the data base of Consultant. The fact that Client has not read, downloaded or used the information is absolutely irrelevant as Services are limited to providing Client with certain rights, which Client is free to use or not at his sole discretion. For the avoidance of any doubt, completeness of Services and Consultant's right to be paid for them cannot be suspended, objected or in any other way disputed on the grounds that Client has not entered into any contract or agreement with third party service provider or any other circumstances, except if it is proved by Client that Consultant actively blocked or restricted Client's possibility to access Information, for which Client has fully paid.
6. Services may be cancelled without any specific cause, ground or reason at any time by Consultant, giving 14 day notice in writing to Client, and in such event the fee earned by Consultant for Services rendered up to the date of such cancellation (plus any applicable tax) shall then be paid by Client. If Client does not in time and/or adequately fulfil any of its financial or other obligations, bankruptcy proceedings are commenced against him, requests (temporary) moratorium on payments, proceeds to liquidate its business or when any of its assets are attached or arrested, Consultant becomes immediately entitled at its option to suspend the performance of its obligations and/or to terminate Contract in whole or in part by written declaration to Client.

without further formalities and without prejudice to any rights of Consultant to claim compensation for damages. Client may only terminate Contract if Consultant explicitly agree in writing.

7. Details contained in Consultant's webpage, advertisements and other material is given for general guidance only and forms no part of this Contract and is followed or acted upon entirely at Client's own risk, and Consultant shall not be liable for any such expectation, advice or recommendation. Consultant is entitled to correct any typographical, clerical or other error or omission in any of Consultant Information or other document or information issued by Consultant without liability and such documents do not constitute offers made by Consultant.

PRICE AND PAYMENT

8. Order Price is stated in Order and includes only and is limited to exact scope of Services defined in Order. All and everything else are NOT included in Order Price and shall be compensated by Client on Consultant's demand. Such compensation shall be based on factual costs of Consultant plus ten per cent (10%) administration fee. Said factual costs will be documented by Consultant at Client's request.

9. All fees are quoted exclusive of VAT and all other sales taxes applicable from time to time, and such taxes shall be paid by Client in addition. Consultant's right to claim Contract price is unconditional and shall be paid by Client regardless of usefulness of Information made available to Client by Consultant or any other circumstances with the only exception mentioned in the last sentence of Clause 5 of these Conditions.

10. Payments shall be made in advance, i.e. before providing access to Consultant's data base by Consultant to Client. Unless otherwise agreed payments shall be in euro (EUR). If Consultant accept payment in any other currency then the applicable conversion rate will be that at the date of Our invoice. If payment by Client is overdue on any contract, all credit shall be withdrawn and all amounts shall become immediately due from Client as to all contracts between Client and Consultant, in addition to any other remedy.

11. Consultant shall have the right to claim delayed payment interest at the rate of twelve per cent per annum.

CONSULTANT'S LIABILITY, EXCLUSIONS AND LIMITATIONS

12. THE FOLLOWING PROVISIONS ON CONSULTANT'S LIABILITY, EXCLUSIONS AND LIMITATIONS SHALL BE IN ADDITION AND IN EXTENSION OF THE PROVISIONS STIPULATED IN CLAUSE 3 OF THESE CONDITIONS ABOVE. In view of the nature of Services, and the disproportionate risk associated with Services as against the fees payable for Consultant's Services, the following provisions set out Consultant's entire financial liability of (including, without limitation, any liability for the acts or omissions of Consultant's employees, agents and sub-consultants) in respect of: a. Any breach of these Conditions and/ or Contract and: b. Any representation, statement or omission including, without limitation, negligence and/or breach of statutory duty or otherwise under or in connection with the Contract. Client acknowledges and agrees that Consultant's fees reflect the limitations of liability contained in these Conditions. Nothing in these Conditions excludes or limits Consultant's liability for death or personal injury caused by Consultant's negligence (or that of our employees, agents or sub-consultants) or for fraud or fraudulent misrepresentation. NO liability for delays or alleged delays of Consultant shall apply, unless there is explicit agreement between Parties for liquidated damages (included in Order). In such case liquidated damages shall be sole and exclusive remedy thereof. In any case Consultant's liability for delays shall never exceed seven per cent of the respective Order Price.

13. CLIENT'S ATTENTION IS ALSO DRAWN TO THE PROVISIONS OF THE FOLLOWING; Consultant's total and accumulative liability in contract, tort, (including, without limitation, negligence and/or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract, shall be limited to fifteen percent of the price paid by Client to Consultant for the batch of Services that include the services giving rise to the claim. For the avoidance of doubt, Consultant shall not be liable to Client for: i. any indirect, special or consequential loss or damage; or ii. loss of data, information, servers or other equipment or property; or iii. economic loss or damage; or iv. incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including, without limitation, in each case incidental and punitive damages); or v. any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, which arise out of or in connection with the Contract, even if Consultant has been advised in advance of the possibility of any such losses or damages. Client shall keep all objects, computer hardware, servers, data bases, programs and software as well as all physical persons, in relation to which Services to be carried out at all times insured under adequate insurance

coverage (policy) in which Consultant shall be included as co-assured including a waiver of recourse/subrogation against Consultant and its employees and sub-consultants.

14. All claims or complaints about Services must be made in writing to Consultant without delay. Consultant shall not be responsible in any circumstances or to any extent whatsoever whether in contract, tort, (including, without limitation, negligence and/or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of Contract, unless written notice from Client is received by Consultant within one month of any happening which may give rise to liability on Consultant part.

15. It is accordingly hereby expressly agreed by Client with Consultant (for the benefit of Consultant and Consultant's employees, agents and sub-consultants that notwithstanding the termination of this Contract by breach or otherwise, the exclusions and limitations of liability provided herein shall protect Consultant and Consultant's employees, agents and sub-consultants in all circumstances whether this Contract or any term expressed or implied in it, be broken or repudiated and whatever the consequences of such breach of contract or repudiation and however great may be the damage suffered by Client or others or the consequences following from any negligence or breach of contract or breach of statutory duty or other wrongful act or omission whatsoever on the part of Consultant and/or Consultant's employees, agents and sub-consultants.

16. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.

17. Should Consultant be delayed in carrying out Services owing to any cause whatsoever beyond Consultant's control (Force Majeure, other party's delay or similar), Consultant shall be at liberty to cancel or suspend Contract without incurring liability for any loss or damage resulting therefrom. Consultant reserves the right to defer the date of performance or cancel Contract (without liability to Client) if Consultant are prevented from or delayed in carrying out the Services or any of them due to any of said events.

IPR

18. All intellectual property rights in or arising out of or in connection with the Services shall be owned by Consultant.

19. Client acknowledges that, in respect of any third party intellectual property rights, Client use of any such intellectual property rights is conditional on Consultant obtaining a written licence from the relevant licensor on such terms as will entitle Consultant to license such rights to Client.

20. All of Consultant's information, data, web solutions and similar is and shall always remain Consultant's exclusive property.

CONFIDENTIALITY

21. Client shall keep in strict confidence all data and/or information which have been disclosed to Client by Consultant, its employees, agents or sub-consultants, and any other confidential information concerning Consultant's business or its products or its services which Client may obtain. Client shall restrict disclosure of such confidential information to such of its employees, agents or other persons as need to know it for the purpose of discharging Client's obligations under the Contract, and shall ensure that such employees, agents or other persons are subject to obligations of confidentiality corresponding to those which bind Client. These obligations shall not apply to the extent disclosure is required by law, a court, tribunal or regulatory body from time to time.

22. In addition to Consultant's rights and remedies according to laws and contracts – in case of breach of the Contract by Client – Consultant automatically becomes entitled to publicly (including but not limited to social media sources) disclose all and any information in relation to Contract and Client and all details about their relationships.

GDPR

23. Protection of Personal Data. All Consultant's discloses Personal Data of his own or third service providers to Client, shall cause and oblige Client to comply with all applicable data protection laws and regulations (including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council with all its changes or replacing regulations, if any).

24. Client shall apply the highest physical, technical, administrative and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

25. Client agrees that it will not withhold or delay its consent to any changes to these clauses which in Consultant's reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority and agrees to implement any such changes at no additional cost to Consultant.

26. Client acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with Consultant. To the extent such additional agreements are not initially concluded as part of the Contract, Client, its relevant affiliates or subcontractors shall upon Consultant's request promptly enter into any such agreement(s), as designated by Consultant and as required by mandatory law or a competent data protection or other competent authority.

MISCELEANOUS

27. These Conditions and Contract constitute the entire agreement between Client and Consultant in relation to their subject matter and supersede any previous agreement or understanding and may not be varied except in writing as agreed by Consultant.

SANCTION CLAUSE:

28. Each Party represents that it is not subject to international sanctions, including economic, financial or any other sanctions of the United Nations Security Council and (or) the European Union, and (or) to any similar measures of their respective countries (the "Sanctions"), and represents that its shareholders and (or) any other participants, its management, and any other persons it engages to perform the Contract are not subject to the Sanctions.

29. Each Party shall promptly give written notice to the other Party once it becomes aware that its shareholders and (or) other participants, its management, and (or) any other persons it engages to perform the Contract are subject to the Sanctions.

30. Each Party shall comply with the legal acts regulating the Sanctions that are or will be applicable to the Services under the Contract and (or) that are or will be applicable to any transaction and (or) other action relating to the Services and (or) the Contract (the "Legal Acts Regulating Sanctions").

31. Each Party shall (1) maintain adequate control tools and procedures to ensure its compliance with the Legal Acts Regulating Sanctions; (2) obtain all licences, permits and (or) any other consents and shall make all notifications if and when this is mandatory under the Legal Acts Regulating Sanctions; (3) cooperate with the other Party with the aim to assist the other Party in complying with the Legal Acts Regulating Sanctions, but each Party will remain liable for its compliance with the Legal Acts Regulating Sanctions.

32. Each Party shall promptly give a written notice to the other Party once it becomes aware that it is being investigated by any national, federal and (or) local authority regarding its non-compliance with the Legal Acts Regulating Sanctions in relation to the Services and (or) the Contract, and (or) once it receives an inquiry in relation to the Services and (or) the Contract from any national, federal and (or) local authority under the Legal Acts Regulating Sanctions. This clause applies to the extent it is consistent with applicable law.

33. The Consultant may suspend performance of its obligations (all or part) arising out of the Contract if such suspension is required under the Legal Acts Regulating Sanctions, and (or) if such suspension is lawfully requested by a national, federal and (or) local authority.

34. The Consultant may terminate the Contract in cases and in accordance with the order indicated in the Legal Acts Regulating Sanctions.

35. The Consultant may also terminate the Contract by giving a prior written notice hereof to the other Party not later than 3 calendar days before the intended termination of the Contract if the other Party does not perform or improperly performs its obligations arising out of or relating to the sanctions clauses, does not remedy the breach within a reasonable additional term set, or if the representations of the other Party are or become inaccurate and this is a material breach of the Contract.

AGENCY SERVICES AND COMMISSION FEE (2 STAGE)

36. This part of the GC CL shall apply in respect of and regulate Services of 2 Stage in Order.

37. As soon as Client concludes a contract, order or any other agreement irrespective of type and form whatsoever with third party service provider ("Hiring Contract"), Client shall immediately and not later than within 3 working days notify Consultant of (i) the fact of conclusion of Hiring Contract, (ii) scope, location of performance, price, payment terms and duration of Hiring Contract and (iii) other main terms and conditions of Hiring Contract.

38. Client shall pay a commission fee to Consultant ("Commission Fee") on each and every Hiring Contract concluded as an outcome of access to Consultants data base. Commission Fee shall be payable irrespective of Client's claims against or disputes with third party service provider.

39. For avoidance of doubt, Consultant's services in relation to agency or intermediary – shall always be limited with Services themselves (access to data base), i.e. no other obligations or duties except those included in Services will be addressed to Consultant.

40. Client agrees and undertakes not to come over Consultant for avoidance of payment of Commission Fee or reduction of Commission Fee and to fulfil this Contract fairly and in good faith and always with the highest degree of diligence and business ethics.

41. Client agrees and undertakes to ensure that Hiring Contract does not contain any restrictions related to the disclosure of Hiring Contract or related documents (correspondence, protocols, invoices etc.) or any related information by Client to Consultant. Client shall ensure that all information needed for the fulfilment of this Contract will be freely and unconditionally available to Consultant on demand.

42. Client shall immediately send all copies of the delivery-acceptance protocols (irrespective intermediate or final), invoices or similar documents, which third party service provider addresses to Client. At the same time Consultant is unconditionally entitled to demand said documents and/or information directly from Client's contractual third party and this Contract (extract from Contract) is considered sufficient authorization and empowerment to Consultant for direct contact to Client's contractual third party (for the purpose of collecting relevant information).

LAW AND ARBITRATION

43. This Contract is governed by and shall be interpreted according to the laws of the Republic of Lithuania.

44. Any dispute, arising out of or relating to this Contract, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via Parties' e-mails indicated in the Contact Details field. The number of arbitrators shall be 1 (sole). The place of arbitration shall be Vilnius, Lithuania. The language of arbitration shall be English. The law of Lithuania shall be applicable to the dispute.

Acceptance of the Conditions:

By confirming these the Client hereby irrevocably confirms that he (i) has carefully and diligently read, understood, assessed the wording of these Conditions and (ii) agrees and accepts these Conditions and these Conditions as from the moment of confirmation is legally binding to the Client and shall be fulfilled by him in due order.