

**Terms and Conditions of Sale with PLENUS CONDICO GROUP, LLC as Seller of Consulting/Project Management Services**

**1. Definitions**

- 1.1 Unless context or usage indicates otherwise, capitalized terms used herein shall have the meanings given to them in the contract or letter agreement ("Contract") of which this annex forms an integral part.
- 1.2 Throughout this document, Plenus Condico Group, LLC is referred in reference as "PCG, LLC".

**2. Performance of the Services**

- 2.1 PCG, LLC shall perform the Services in accordance with the applicable regulations and requirements to which it is subject pursuant to law. Client shall respect the obligations imposed thereby on PCG, LLC and shall not condition its performance or cooperation on PCG, LLC acting in breach of any such obligation.
- 2.2 Client acknowledges and agrees that the provision of the Services will be based on information provided by Client, and that the accuracy and completeness of this data is the sole responsibility of Client. PCG, LLC shall not be required to verify such information or to confirm its accuracy or completeness.
- 2.3 Services rendered by PCG, LLC are intended solely for the benefit of Client.
- 2.4 Client is not obligated to accept an individual offer of Services from PCG, LLC, and PCG, LLC reserves the right not to accept an individual order for Services from Client, except those deliverables specifically identified in the Contract,.
- 2.5 Client and PCG, LLC shall not be liable vis-à-vis one another for any damages resulting from the use of e-mail, this being on condition that both parties take reasonable steps to avoid risks generally associated with this medium of communication, for example use of appropriate anti-virus software, etc. Client acknowledges that if PCG, LLC is working on Client's premises PCG, LLC may need to access the Internet through Client's internal network in connection with the performance of the Services, and Client agrees not to unreasonably deny such access if requested.

**3. Rights and Obligations of PCG, LLC**

- 3.1 PCG, LLC shall deliver the Services as agreed by the parties and in accordance with the Contract.
- 3.2 PCG, LLC shall observe the provisions of the Contract and instructions issued by Client contact person(s) identified in accordance with the Contract. PCG, LLC is entitled to deviate from Client's instructions to protect Client's interests in matters of urgency where Client's timely approval cannot be secured despite PCG, LLC's good-faith efforts. For the avoidance of doubt, in the absence of Client instructions PCG, LLC shall not be obliged to act, but the decision to do so shall be entirely at its discretion.
- 3.3 PCG, LLC shall fulfill its obligations under the Contract through the appointment of appropriate professionals to provide the Services in the agreed scope.
- 3.4 In compliance with local regulations and in accordance with best business practices PCG, LLC shall have the right to make and retain paper or electronic copies of documents and information provided to it by Client in such manner and for such period as PCG, LLC reasonably deems necessary, following which the documents will be destroyed. At the request and expense of Client, PCG, LLC

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shall hand over within a reasonable period all paper-form documents received from Client in its possession. This shall not apply to correspondence between PCG, LLC and Client or to PCG, LLC internal documents. PCG, LLC's obligation to retain confidentiality as provided herein shall not be affected.

#### **4. Rights and Obligations of Client**

- 4.1 Client shall accept the Services supplied by PCG, LLC and pay for them in accordance with the Contract.
- 4.2 Client shall make available in good time, in the required form and in the required manner all information and documentation which PCG, LLC requires for the proper performance of its obligations under the Contract. Information provided by Client to PCG, LLC shall be true, up-to-date, and complete.
- 4.3 Client warrants to PCG, LLC that it has the authority to provide PCG, LLC with data and information, including any personal data of data subjects (e.g. employees, officers and representatives of the Client), necessary for PCG, LLC to perform its obligations under the Contract, and that PCG, LLC may legally process such data to the extent required to perform the Services. In connection with this, PCG, LLC shall secure and process such personal data in accordance with applicable laws on data protection.
- 4.4 While PCG, LLC is prepared, as requested from time to time by the Client, to cooperate directly with third-party contractors, agents, or advisors of the Client in connection with provision of the Services, Client shall be fully responsible vis-à-vis PCG, LLC for the due performance of such contractors, agents, or advisors to the extent such person(s) are carrying out a duty or responsibility of the Client under the Contract or these Terms & Conditions.
- 4.5 Client shall be solely responsible for making all management decisions in relation to the Services. PCG, LLC shall not be responsible for obtaining decisions or measures of state administrative or self-administrative bodies or for discussions with these bodies, for securing approvals of Client's contractual partners or for Client's obligation to pay, withhold or collect taxes or other fees or charges imposed by state or administrative bodies.
- 4.6 To the extent that the Services replace, in whole or in part, activities which Client has historically secured through its own employees, Client shall hold harmless and indemnify PCG, LLC for any wages, severance payments, reasonably related costs or expenses incurred by PCG, LLC in connection with any such individual becoming, or alleging to become, an employee of PCG, LLC as a result of the Client contracting with PCG, LLC for the Services, unless PCG, LLC has given its express written consent to employing such individual.
- 4.7 Client agrees to immediately notify PCG, LLC of the commencement of any legal or tax inspection the subject of which includes or could reasonably be expected to include matters related to the Services. Client agrees to keep PCG, LLC fully informed of the inspection and of any subsequent related proceedings and to provide PCG, LLC with an opportunity to express its views on the matter.

#### **5. Reliance on the Services**

- 5.1 From time to time PCG, LLC may provide deliverables in connection with the Services in draft or preliminary form (and identified as such) subject to further study, follow-up, information or discussion with Client. Client acknowledges and agrees that it shall not rely on any such drafts or preliminary documents, and that it shall have no recourse against PCG, LLC for opinions,

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recommendations or information expressed therein. Provided that PCG, LLC has been provided with sufficient information and Client is otherwise not in breach of the Contract, PCG, LLC will at Client's written request finalize any such drafts or preliminary documents.

5.2 Client acknowledges and agrees that the Services may only be relied upon in respect of the matters to which the final report or deliverable refers, and that PCG, LLC shall not be responsible for the impact of any events or circumstances, including but not limited to changes of fact or changes in the relevant legal regulations or their interpretation by administrative bodies or courts, which may occur or come to light thereafter.

## **6. PCG, LLC Responsibility**

6.1 Under no circumstances shall PCG, LLC be responsible for damages caused to any third party as a result of such party using advice provided by PCG, LLC to Client pursuant to the Contract. Client further shall hold PCG, LLC harmless and indemnify PCG, LLC against any losses, damages or costs, including legal costs, arising out of claims brought by third parties in connection with any Services made available to third parties without the fault or written consent of PCG, LLC.

6.2 Client acknowledges and agrees that the Services are provided within the framework of laws, rules and regulations valid and effective at the time the Services are performed, and that it cannot be excluded that a position expressed by PCG, LLC may in some cases later be found to diverge with the opinion of a court, tax authority or other state or regulatory body. PCG, LLC is not obliged to notify Client of consequences of changes in legal regulations and their generally accepted interpretations that arise after the Services are provided.

6.3 PCG, LLC shall bear no responsibility to Client for any damages directly or indirectly resulting from:

- (i) Client's failure to follow a procedure suggested by PCG, LLC;
- (ii) any breach of the Contract or act of negligence or neglect, fraudulent act or omission, misrepresentation or willful default on the part of Client or its affiliate(s), their employees, officers, agents, advisors and third-party contractors; and

6.4 PCG, LLC is not responsible for damages arising directly or indirectly from Client's provision of incorrect, untrue or incomplete information, and Client shall hold PCG, LLC harmless and indemnify PCG, LLC against any resulting claims, losses, damages or costs, including legal costs.

## **7. Confidentiality**

7.1 Subject to the following paragraphs, PCG, LLC shall keep confidential, and ensure that its employees and agents keep confidential, any and all information received from Client in connection with the execution and performance of the Contract that is not publicly available and from whose nature it can be reasonably expected that Client is interested in keeping such information confidential, regardless of the form in which such information is acquired ("Confidential Information").

7.2 PCG, LLC shall not use information made available by Client for any purpose other than those related to the performance of the Services, except where PCG, LLC acts on its own behalf in disciplinary, criminal or civil proceedings to which such documents or information may be relevant.

7.3 Confidential Information does not include information which is or becomes publicly known or publicly available other than by a breach of the Contract. Should the Confidential Information be given or disclosed to entitled persons in relation to authorized requests, orders or investigations of

applicable regulatory authorities or in connection with a duty or obligation imposed by applicable legal regulations, such disclosure shall not be considered a breach of the Contract.

- 7.4 Confidentiality is not breached if Confidential Information is (a) shared with PCG, LLC's third-party contractors under a duty of confidentiality equivalent to that set out herein, to the extent such disclosure is related to provision of the Services.
- 7.5 Confidentiality is not breached if Client's name is included in PCG, LLC's client list designed for submission to potential clients for reference purposes.
- 7.6 If Client requests that PCG, LLC send written material to third parties, PCG, LLC breaches no confidentiality obligation if it complies with such request.
- 7.7 The confidentiality duty set out herein shall remain valid and effective throughout the term of the Contract.

## **8. Intellectual property rights**

- 8.1 Unless otherwise specifically provided for in the Contract, as a result of its receipt of the Services Client shall not acquire any rights to (a) objects of intellectual property that are part of the Services; and (b) methodologies, processes, techniques, ideas, concepts, business secrets and know-how that are part of the Services or that PCG, LLC develops in connection with provision of the Services. Thus, PCG, LLC retains all copyright and other intellectual property rights in everything developed either before or during the course of the performance of the Services, including but not limited to such items as working papers, reports, written advice or other materials provided by it to Client.

## **Non-solicitation**

- 9.1 Through the term of the Contract and for a six-month period after its termination, Client agrees that it shall not knowingly solicit or actively offer employment to PCG, LLC personnel.
- 9.2 A violation of the previous paragraph by Client shall give rise to a contractual penalty in the amount of 6 times the average monthly revenue associated with the solicited employee in the period immediately preceding such solicitation or offer, such penalty to be due and payable within 15 days of delivery of an invoice to Client by PCG, LLC.

## **10. Notice**

- 10.1 Any notice made pursuant to the Contract shall be made in writing, signed by the person authorized to act on behalf of the party in question and delivered in person, by registered mail, by facsimile or by a reputable courier and shall be regarded as delivered at the moment of its confirmed acceptance. Any notice shall be directed to the attention of the receiving party's statutory representative, responsible officer or individual identified as a contact person in accordance with the Contract. Any notice delivered on a day that is not a working day shall be deemed to have been delivered on the next working day.

## **11. PCG, LLC Fees & Invoicing**

- 11.1 Unless otherwise agreed in writing, PCG, LLC fees are based on the number of hours required to provide the Services. Rates will be reviewed periodically, but generally on an annual basis.
- 11.2 The fee for the provision of Services does not include expenses reasonably incurred by PCG, LLC in connection with the provision of the Services. Reasonable expenses, including travel and subsistence, and goods and services purchased in connection with the provision of the Services will

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be charged in addition to the fee for provision of the Services. PCG, LLC will provide Client with copies of invoices documenting PCG, LLC's expenses upon Client's request.

11.3 Unless otherwise agreed in writing by the parties, PCG, LLC will submit invoices for Services provided and expenses incurred on an interim basis, as the work progresses. Tax will be added, if applicable.

## **12. Withdrawal & Termination**

12.1 The Contract may be terminated by either party without stating a reason by written notice, effective 30 days from delivery to the other party. The foregoing is without prejudice to the parties' right to terminate the contractual relationship by agreement on terms that they deem fit. PCG, LLC shall be entitled to receive payment for Services provided to Client prior to the effective termination date under this paragraph.

12.2 If PCG, LLC shall materially breach any of its obligations under the Contract, including these Terms & Conditions, Client shall be entitled to withdraw from the Contract by written notice effective upon delivery.

12.3 If Client does not fulfill its obligation to provide necessary cooperation to PCG, LLC despite PCG, LLC's written request to do so, or if Client materially breaches any other obligation under the Contract, including these Terms & Conditions, PCG, LLC shall be entitled to withdraw from the Contract by written notice effective upon delivery. Should PCG, LLC withdraw from the Contract, Client shall reimburse PCG, LLC for Services already provided and for related reasonable expenses.

12.4 If Client is in delay with invoice payment PCG, LLC is entitled to suspend all work performed for Client until payment of all overdue amounts is made. The parties have agreed that if Client is in arrears it shall pay interest in accordance with the relevant legal provisions. If Client is in arrears for more than 30 days, this shall be regarded as a material breach of Client's contractual obligations, and PCG, LLC shall have the right to withdraw from the Contract in accordance with the previous paragraph.

12.5 In the event that a change in the factual or legal situation reasonably gives rise to or creates the appearance of the parties' contractual relationship being in conflict with local or foreign regulations or professional rules, codes of conduct or ethical standards, either party may terminate the Contract by written notice effective upon delivery. Such notice must be issued in good faith and must include an explanation of the circumstances giving rise to its issuance.

## **13. Force majeure**

13.1 Neither PCG, LLC nor Client shall be liable in any way for failure or delay in performing obligations under the Contract if the failure or delay is due to causes outside the reasonable control of the party in default.

## **14. Final Provisions**

14.1 The wording of the Contract, and of any letter agreement made pursuant to it, shall prevail in the case of any discrepancy with the wording of these Terms & Conditions.

14.2 The Contract, including these Terms & Conditions, constitutes the entire agreement made by and between Client and PCG, LLC on the provision of the Services and shall supersede in this respect any prior verbal or written agreements between Client and PCG, LLC.

- 14.3 Rights and obligations under the Contract shall not be assigned by either party without the other party's prior written consent save for rights of PCG, LLC arising out of overdue invoices.
- 14.4 Should any provision of the Contract, including these Terms & Conditions, be or become invalid or unenforceable, then such provision shall not invalidate or make unenforceable the Contract or these Terms & Conditions as a whole. In this case, the parties shall substitute the invalid or unenforceable provision with another provision which will as nearly as possible achieve the purpose of the invalid, void and/or unenforceable provision.
- 14.5 This agreement shall be governed by the laws of the state of Tennessee, without giving effect to its principles of conflicts of law.