

1 SCOPE AND SERVICES

- 1.1 The general terms and conditions for contracting (hereinafter, the "General Terms and Conditions for Contracting") govern the professional services rendered by Grupo Adlanter¹ (hereinafter, referred to as "Adlanter") and are considered as an inherent annex to each proposal or offer of services (hereinafter, jointly referred to as the "Proposal") signed by the Client and Adlanter. In the event of discrepancy, conflict or inconsistency between the provisions included in the General Terms and Conditions for Contracting and the Proposal, the terms and conditions included in the relevant Proposal shall prevail, except for those provisions related to liability, in which case the provisions hereunder shall prevail.
- 1.2 The contracting parties for the rendering of services are the Client and ADLANTER, in so far as the services are exclusively and solely rendered to the Client, as indicated in the Proposal, and may not be transferred or assigned by the Client to third parties, nor may it be used by any individual other than the Client, unless expressly authorised in writing by ADLANTER. Any amendment to the terms and conditions included in the Proposal shall be understood to have been effected once both Parties acknowledge, in writing, any such amendment, which shall be an inherent part of the relevant Proposal.
- 1.3 Without prejudice to the professionals indicated in the relevant Proposal, where appropriate, for the rendering of the services, ADLANTER may, at its sole discretion and when it deems appropriate or necessary according to the Client's needs or the relevant scope of the services, substitute any of these professionals or modify the number of professionals assigned for such purpose.

2 CLIENT DOCUMENTATION

- 2.1 The Client is responsible for providing ADLANTER with all truthful, accurate and complete information and documentation as may be deemed necessary by ADLANTER for the adequate rendering of the services, declaring and guaranteeing ADLANTER that it is duly authorised and empowered to provide such information and documentation to ADLANTER, holding ADLANTER harmless from any and all third-party claim arising from access to such information or documentation provided by, or at the request of, the Client.
- 2.2 Adlanter will safeguard both hard and soft copy documentation relating to a specific service until it is concluded, or until the provision of the service with the Client ceases, for any reason. In both cases, without prejudice to any custody and archiving obligations imposed by the applicable legislation at the time in question.
- 2.3 The Client accepts fax, unencrypted email and portals owned by Adlanter as valid means for the flow and exchange of documentation, information and, in general, as a channel for communication with Adlanter for the provision of the services, and declares that it is aware and accepts that the use of such means of communication does not guarantee with absolute certainty the confidentiality or integrity, or even the delivery, of the information transmitted. The Client therefore waives any action to claim damages against Adlanter or its staff as a result of the loss, non-delivery or access by an unauthorized third party to the information transmitted by such means, and releases Adlanter and its staff from any liability from the interception of or access to emails by unauthorized persons, as well as any damage that may occur to the Client as a result of computer viruses, network failures or similar events, unless this is due to a cause attributable to Adlanter and there has been willful intent or gross negligence on the part of the latter.

3 DUTY OF PRUDENCE AND CONFIDENTIALITY

¹ Throughout this document, any mention of Gesdocument Adlanter or the Gesdocument Adlanter Group will refer to the companies in which Gesdocument y Gestión, S.A. holds a majority stake. The Gesdocument Adlanter Group is composed of Gesdocument y Gestión, S.A., Mediterranean Search, S.L., Azerila, S.L., Arketa Asesores, S.L., Arketa Abogados, S.L., García Riera Gestoría Administrativa, S.L., and any future companies in which Gesdocument y Gestión, S.A. holds a majority stake.

- 3.1 ADLANTER and its professionals are committed to their Clients concerning safeguarding the confidentiality of all and any information and documentation received from the Client that are not public, except, if applicable, as established by the legal regulations in force governing their contractual relationship or as enforced by any administrative or judicial authority or authorities legally authorised in this regard.
- 3.2 Obligations of confidentiality and duty of secrecy set forth herein shall be understood with respect to any confidential information that may be accessible or transmitted to Adlanter by the Client, referring to the Client itself or to third parties within the framework of the services entrusted by the Client, extending the confidential nature to all accessible information own by the Client regarding its partners, shareholders, subsidiaries, managers or employees. This obligation of confidentiality will not be understood to have been breached by Adlanter, nor will it prevent access, either directly or indirectly, by Adlanter personnel required to provide the services entrusted by the Client, always respecting and applying the appropriate security measures that guarantee their confidentiality. This obligation is not limited in time and will be maintained once the relationship between Adlanter and the Client and/or between Adlanter and its personnel has ended.
- 3.3 The duty of confidentiality prevents Adlanter and its professionals from disclosing to the Client any information related to other Clients –former, current or potential– resulting from the relevant professional relationship established with the latter.
- 3.4 Services rendered by Adlanter are solely and exclusively focused on the Client at its interest and cannot be used for any other purpose nor used by any third party, other companies or individuals pertaining to the same group other than the Client.
- 3.5 Unless otherwise indicated, the Client authorises Adlanter to inform or communicate its relationship with the Client resulting from the rendering of services if Adlanter deems it appropriate as a consequence of any potential or existing public interest or for purposes of successful. This does not authorise Adlanter to disclose information related to the specific service that, in any event, will be considered confidential. The authorisation contained herein includes the use by Adlanter of the Client's trademarks, commercial names and/or logos, without such use affects or alters the content or ownership of the Client's intellectual and industrial property rights derived from this information provided.
- 3.6 ADLANTER may include the documentation resulting from the rendering of the services on its records and internal files, notwithstanding its obligation concerning confidentiality as mentioned above.

4 PROFESSIONAL FEES

- 4.1 Fees for the provision of services are set forth in the proposal. For recurring services, prices will be updated at least annually according to the general CPI increase. Services contracted between September 1 and December 31 will not be reviewed the following calendar year. The first update will be made at least 12 months after contracting and always in January.
- 4.2 Estimates of fees do not include Value-Added Tax (V.A.T) or any other applicable indirect tax, which are added to the fees as per the relevant rate in force when the corresponding invoice is issued.

5 EXPENSES AND OTHERS

- 5.1 Expenses incurred and/or paid by Adlanter for the provision of services shall be reimbursed by the Client. Specifically, expenses resulting from required works – for instance: travelling, trips, couriers, stays, daily allowance, translations, external collaborators, computer files or databases created and required for rendering the services, etc., - will be justified and detailed in the corresponding separate invoice.
- 5.2 In cases where advance funds are required, any supplies or payments by Client engagement accruing from a particular job (such as notaries, registers, transcription and publication of press announcements and official gazettes, taxes or other costs), may be met by Adlanter only once the corresponding amount has first been obtained, by advancing funds for the amount payable. Adlanter will not be liable for any surcharges or penalties arising from late or partial payments arising if the advance funds are not received at least 72 hours in advance. In no event will Adlanter be obliged to advance or provide funds to the Client or to make payments on its behalf other than as previously agreed and/or advanced, as the case may be.

- 5.3 The Client expressly authorizes Adlanter to allocate the advance funds received or any excess between the advance and the payments made, to cover any amount owed to Adlanter by way of fees, expenses or debts that are due, payable and enforceable at any given time.
- 5.4 By depositing the advance funds, the Client authorizes Adlanter to make payments in its name to any local authority, autonomous region or any other public body/entity, as well as any registers and/or notaries derived from the concepts detailed in the corresponding advance funds.

6 INVOICING AND PAYMENT

- 6.1 The frequency of invoicing contracted with the Client will be indicated in the Proposal. For recurring services this will normally be payable in advance, unless other terms are agreed in the economic proposal.
- 6.2 The price of the services for the contracted period will be indicated in the accepted economic proposal. Those services the price of which is not specified in the economic proposal will be established by means of the price list attached to the proposal
- 6.3 The Client will pay the invoices by the due date. If the Client disputes any invoice, it must notify Adlanter within 2 months of the invoice date. If no objection is made to any invoice within this period, it will be understood that the Client accepts and therefore owes the amount of the invoice. If the objection is partial, it must pay the undisputed part of the invoice
- 6.4 Adlanter will charge for the services by direct debit. The amount of the invoice will be debited from the Client's account on the day of the invoice date.

Adlanter will apply an additional percentage to the total fees of each invoice issued for general internal management expenses. These expenses cover the management expenses derived from the administrative processes associated with handling the Client's affairs, such as: telephony, archiving, payment collection claims, specific software licenses, etc. The management expenses are equivalent to 2% of the total fee of each invoice if the Client chooses to pay for the service by direct debit. The expenses will otherwise be 5%.

- 6.5 The delay or non-payment of any amount owed by the Client to Adlanter within the deadline will be considered a breach of contract and will therefore entitle Adlanter to interrupt the service as described in section 7.2.
- 6.6 Any payments made by the Client will first be applied to the earliest outstanding invoice issued by Adlanter, irrespective of any other indication by the Client. The Client may not postpone payment nor withhold payment of any amount due to Adlanter by way of offsetting, reciprocal claims, rebates or for any other reason.
- 6.7 In accordance with the law, Adlanter reserves the right to charge late-payment interest in the event of non-payment or unjustified delay, from the moment when payment is due. Late-payment interest will be calculated on the basis of the statutory monetary interest rate published by the Bank of Spain, increased by 1.5%.
- 6.8 Invoices shall be paid in Euros. Adlanter reserves the right to request the crediting of any costs incurred by the conversion of the payment into this currency.
- 6.9 All bank charges and commissions related to the payment of invoices shall be borne by the Client when the Client imposes a specific payment procedure.
- 6.10 All debts payable by the Client to Adlanter will become immediately due upon termination or conclusion of provision of the services.

7 ACCEPTANCE AND SUSPENSION OF SERVICES

- 7.1 ADLANTER has a Client Acceptance Policy to which all proposals are subject. If the circumstances under which the Client accepted change whilst the service is being rendered, ADLANTER reserves the right to re-evaluate the continuity of the service.

- 7.2 Adlanter reserves the right to interrupt the work or service commissioned if the Client does not settle the payment of the invoices issued (fees, expenses and out-of-pocket disbursements) within the established period, in compliance with current legislation, without the Client being entitled to raise any claim or complaint for such suspension, or for any damages that may arise from such interruption. In such cases, for as long as the situation of non-payment is maintained, and in accordance with the applicable professional or ethical regulations, as the case may be, Adlanter will have the right to prevent access to its online platforms by the Client and to retain any Client documents prepared by Adlanter or with its collaboration. This same interruption may apply to any of the services that Clients, their relatives, executives, parent company, subsidiaries, investee or associated companies have entrusted to Adlanter, until all outstanding debts are settled.
- 7.3 As from the cease of the services, ADLANTER may definitively renounce to render the services requested by the Client and initiate the judicial and extra-judicial actions necessary to obtain the payment of the unpaid invoices.

8 DURATION

- 8.1 The services are arranged for an indefinite period, and will remain in force for the minimum period agreed in the service proposal. This will enter into force on the date indicated in the proposal, on an annual basis, unless the proposal indicates a different period..
- 8.2 Either party may withdraw from the agreement without giving any reason after the expiry of the minimum period by giving 3 months' notice in writing to the other party with effect from the end of such notice. If this three-month notice period is not respected, the contracting company will be obliged to pay for the months of non-compliance with the notice period.
- 8.3 Without prejudice to any other right or remedy to which the Parties might have access, either Party may terminate the Agreement without liability vis-à-vis the other Party when:
- a. the other Party commits a breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of written notice served on that Party;
 - b. the other Party commits persistent breaches of the Agreement that would reasonably justify the view that its conduct is not consistent with the intention or ability to abide by the Agreement;
 - c. the other Party applies for a suspension of payments or is declared bankrupt;
 - d. the other Party embarks on or suffers any similar or equivalent action in any foreign jurisdiction as a result of its debts; or
- the other Party suspends or discontinues its business activities.
- 8.4 In any event, the Client will be obliged to pay the Adlanter fees and expenses accrued up to the date of termination of the services.
- 8.5 Upon termination of the services, Adlanter will cancel the Client's access to all its platforms and the documentation found on them. It is the responsibility of the Client to download such documentation within a period prior to the effective date of termination. In order to facilitate this process, Adlanter will collaborate with the Client in a Download Service, subject to a separate agreement between both parties.
- 8.6 The information and documentation provided by the Client during the provision of the services shall be delivered in a standard and open format unless the Client requests a different format. If information is requested in a format other than the standard format, the costs associated with the conversion shall be borne by the Client.
- 8.7 Delivery of information and documentation shall be subject to the condition that all invoices pending payment are paid regardless of their due date. Adlanter reserves the right to withhold the delivery of information in case of unpaid invoices until the financial situation is regularized.

- 8.8 Following expiry of the deadlines established for the downloading of the documentation, Adlanter will proceed to destroy the information stored on the online platforms. Neither the Client nor Adlanter will have access to said information once this process is completed.

9 DATA PROTECTION OF THE PARTIES

- 9.1 The parties mutually inform one another that the personal data of the signatories, contact persons, as well as any employees, where appropriate, will be respectively processed by each one of the parties to manage the contractual relationship, legitimized by the fact that this processing is necessary to execute the services described in this agreement. Adlanter may disclose the personal data obtained from the Client to courier companies, to services for the evaluation of satisfaction and quality or others along the same lines, to improve the provision of the primary service or guarantee the security and resilience of their data. Likewise, Adlanter may communicate the data to Group companies if this is necessary for the correct execution of the contract and provision of services. Beyond these cases, no international transfers of data or communications to third parties of personal data are envisaged, barring legal obligation or necessity in terms of executing the relationship.
- 9.2 The data will be stored following the termination of the contractual relationship during those periods in which any type of liability could derive from the contractual relationship between the parties, with the exception of any personal data that are necessary for compliance with obligations regarding the prevention of money laundering and financing of terrorism, which will be stored in accordance with current money laundering legislation for a period of 10 years after the end of the relationship.
- 9.3 Any communication that Adlanter is obligated to make regarding money laundering may include the communication of the personal data of the Client, which is legitimized by the legal obligations to which Adlanter is subject. This communication will take place in accordance with the personal data legislation in force.
- 9.4 Data subjects may exercise their rights of access, rectification, erasure, portability and restriction of processing by written document to Adlanter, C/ Roc Boronat 147 10ª planta, 08018 Barcelona or by email to protecciondatos@Adlanter.com, clearly indicating the right to be exercised and including the necessary proof of identity. Furthermore, if a satisfactory response is not received in the exercise of their rights, a claim may be lodged with the Spanish Data Protection Agency.

10 DATA PROTECTION OF THIRD PARTIES

- 10.1 This clause shall be applicable in those cases where Adlanter, for the proper provision of contracted services, requires access and processing of the personal data of third parties owned by the Client.
- 10.2 ADLANTER (for the purposes of this clause the "Data Processor") needs to access and process personal data on behalf of the Client (for the purposes of this clause the "Data Controller") in order to provide services in accordance with the commitments agreed upon in the Proposal (hereinafter, the "Services").
- 10.3 The rendering of the Services by the Data Processor entails the following processing: collection, recording, structuring, alteration, storage, retrieval, consultation, disclosure, combination, collation, erasure or destruction, providing this is necessary to render the Services.
- 10.4 The categories of personal data to which the Data Processor will have access, among others that may be necessary for the Service, are identifying data; economic data; professional data; family data; data on the percentage of disability; and the social conditions of the data subjects that the Data Controller places at the disposal of the Data Processor for the provision of the Service, and which are appropriate, relevant, and limited to the purposes of the processing.
- 10.5 In general, the Data Processor agrees to process the data exclusively when necessary to render the Services and in accordance with the instructions of this clause, the Proposal and these General Contracting Conditions provided by the Data Controller, including any international transfers of personal data that may be necessary for the proper rendering of the Services contracted. For any international transfer of their data, the Data Controller will be obligated to notify the data subject of the country or organization of destination and any applicable guarantees or exceptions.

- 10.6** If the Data Processor considers that any of the instructions provided by the Data Controller infringes any data protection legislation, it should immediately notify this to the Data Controller.
- 10.7** The Data Processor will assist the Data Controller, taking into account the nature of the processing, by appropriate technical and organizational measures, insofar as this is possible, in the fulfilment of the obligation of the Data Controller to respond to requests for exercising the rights of the data subjects of access, rectification, erasure and objection, restriction of processing and data portability, as well as the right not to be subject to automated individual decision-making. The Data Processor furthermore agrees to assist the Data Controller in ensuring compliance with the obligations that could correspond to it as Data Controller, taking into account the nature of the processing and the information available to the Data Processor.
- The Data Processor will make available to the Data Controller, upon its request, all information necessary to demonstrate compliance with the obligations established in this document, as well as allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller. The costs associated with the audits will be assumed by the party requesting them.
- 10.8** The Data Processor agrees to refrain from assigning or disclosing to third parties, in any case, the personal data being processed by it, and neither will it allow any type of access to them by third parties.
- 10.9** The Data Processor agrees to implement any organizational and technical measures that may be necessary, resulting from the risk analysis and to execute all those enforceable or merely recommendable actions for strict compliance with any obligations that may correspond to it, in accordance with current legislation. Therefore, the Data Processor should specifically implement but not limit itself to the following security measures:
- Ensuring the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.
 - Restoring availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - Regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures implemented for ensuring the security of the processing.
- 10.10** The Data Processor may not subcontract substantial elements of the Service without express authorization. However, the Data Controller authorizes the Data Processor to subcontract any ancillary services necessary for the normal functioning of the Services. The Data Controller may request information on the subcontractors of the Service at any time. However, if the subcontractor breaches its data protection obligations, the Data Processor will continue to be fully liable vis-à-vis the Data Controller for the fulfilment of the obligations of the subcontractor.
- 10.11** The duration of the personal data processing will be linked to the duration established in the Proposal for the provision of the Service that involves access to personal data on behalf of the Data Controller.
- 10.12** Upon the conclusion of the Services entailing access to data, said personal data will be returned to the Data Controller. If this return is not possible or is technically burdensome, either totally or partially, the personal data and all their storage media should be destroyed by a procedure endowed with maximum guarantees, with the Data Processor furnishing the corresponding certificate if required to do so by the Data Controller. All of which is unless the Data Processor is required to store the personal data by virtue of community or EU Member State national law.

11 PREVENTION OF MONEY LAUNDERING

- 11.1** Legislation in force considers Adlanter as the entity obliged to collaborate in preventing Money laundering and terrorism financing issues for rendering certain services. In compliance with these regulations, Adlanter is obliged to comply with all obligations concerning the identification and verification of the details of the Client, its activities and operation. The Client is obliged to provide Adlanter, with all the necessary accurate and truthful information requested to such end by ADLANTER (either related to the Client itself or, if appropriate, its beneficial owners, shareholders, partners, stakeholders, directors, relatives, etc.) and expressly authorises Adlanter to carry out all the verification actions ADLANTER may deem appropriate for such purpose.
- 11.2** The failure to obtain this documentation and information within a reasonable time of its request may be grounds for Adlanter to reject the mandate and even suspend the service after accepting it, without any type of liability for Adlanter.

12 OTHER ADVISORS

- 12.1** Adlanter can provide the Client with the details of other professionals in order for them to advise the Client on a specific issue. In the event of such recommendations, Adlanter shall not be liable for the actions, prestige or capability of the recommended individual or firm nor shall Adlanter supervise or control their work.
- 12.2** Adlanter will not receive any fee or commission paid by these external advisors, unless otherwise agreed in writing by the parties.
- 12.3** In the event certain services are rendered by other advisors as mentioned above, unless otherwise expressly agreed, Adlanter will exclusively carry out the coordination and liaison tasks necessary for rendering the services. In any event, the relationship established between such external advisors and the Client is independent of that established between the Client and Adlanter and, therefore, Adlanter's fees are independent from those agreed for the external advisors. Under no circumstances shall Adlanter be liable for the advisory service rendered by the external advisors to the Client.

13 LIABILITY

- 13.1** Regarding legal advice or advice of any other nature, always understood to be within the scope of the contracted services; the decisions regarding the execution, monitoring, and implementation of the advice, counsel, opinion, or recommendation made by Adlanter in the provision of services are exclusively those of the Client, who takes full responsibility for adopting them.
- 13.2** The Client is fully responsible for the information made available or provided to Adlanter to render the services and, accordingly, expressly holds Adlanter harmless from any liability for damages arising in the event such information or documentation is incomplete, false, untrue or incorrect, or, if appropriate, is provided by the Client after the time limit for Adlanter to duly render the services to the Client.
- 13.3** Under no circumstances shall the services offered by Adlanter involve, in no way, the assumption of powers of attorney or faculties inherent to those positions pertaining to the governing and management bodies of the Client. Adlanter will not make decisions or select alternatives that directly involve the Client. Therefore, the services rendered to the Client do not include stamping or intervention of documents whatsoever, nor direct actions before third parties, unless otherwise and directly ordered by the Client and accepted by both parties in writing, which in any event, shall be executed in the name and on behalf of the Client and at its exclusive responsibility. In this sense, the legal relationship between the Client and Adlanter will not, in any case, be considered as any type of agency, employment, mandate or representation relationship, unless otherwise agreed in writing by the parties for such purpose.
- 13.4** The Company that within the Adlanter Group has provided the service or its employees shall be liable for the eventual damages that may be caused to the Customer in the provision of the contracted services, when there is fraud or serious fault in an accredited manner. Under no circumstances may these General Conditions be interpreted as meaning that the parent company of the Adlanter Group assumes responsibility for the actions of the other companies that make up the Group. For the rest of the events, Adlanter's liability or its professional's liability for damages will be limited to the following:
- 13.5** Adlanter will compensate damages suffered by the Client which are caused directly by a foreseen or foreseeable event at the time when executing the relevant Proposal which is attributable to Adlanter or its professionals.
- 13.6** The amount of the compensation will be equivalent to the proven loss or harm, and, in any event, will be limited to a maximum amount equivalent to: (i) the fees received by Adlanter for a six-month period of rendering services pursuant to the Proposal, in the event the services are rendered on a regular basis or if its duration is for a period of time exceeding a year or (ii) the fees received by Adlanter for the concrete service in the event it is a concrete service requested by the Client or the services are rendered for a period of time which not exceed a year.
- 13.7** In these events, the Client is obliged to submit a written complaint by the Client by including full details of the nature of the complaint and the amount claimed, within a period of 3 years from the termination of the relationship, except for wilful misconduct, where the legal period established by Law will be applicable. In no event Adlanter will be responsible for damages arising or caused, partially or totally, as a result of any falsehood,

concealment or any other action carried out by the Client with gross negligence or wilful misconduct, or actions carried out by the Client which are not in accordance with the relevant good faith or un-fulfillments which are out of the control of ADLANTER.

- 13.8** Adlanter eventual liability will only be considered with respect to the Client. Adlanter will not be liable for loss or harm suffered by third parties arising from any improper use of the services by the Client other than the intended purposes thereof.
- 13.9** The services provided by Adlanter consist of advice that guarantees the proper execution of this contract, not including, in any case, legal advice as such. The Client and its executives are solely responsible for complying with the legal obligations to which their operations are subject, especially those related to taxes, movements of capital, and any other obligation that may apply to them. It is their sole responsibility, if it should be necessary, to hire the relevant legal services in this regard.

14 APPLICATION

- 14.1** Each and every one of the Adlanter staff members is subject to the duty to ensure compliance with these General Contractual Conditions.
- 14.2** The Client accepts the Contractual Conditions by signing the service proposal. Adlanter may make changes to these General Contractual Conditions. In the event of such amendment, Adlanter will notify the Client at least 30 days in advance, by email or via the website link, where the latest current version will always be available. An amendment will be deemed to have been accepted by the Client and will enter into force on the date determined by Adlanter if the Client expresses its acceptance or if the Client does not reject it within 30 days of being notified. Should the Client reject an amendment, Adlanter will have the right to terminate the Agreement, which will take effect once a calendar month has passed since the notification.
- 14.3** Should any of the clauses set out herein be declared null and void or unenforceable in whole or in part, its nullity or non-application will not prejudice the remainder, which will remain in force, being fully and validly applicable.
- 14.4** The services received by Client will be deemed to have been received under these terms and conditions.
- 14.5** These General Contractual Conditions will apply to any other service hereinafter commissioned by the Client, unless new General Contractual Conditions are agreed by Adlanter to replace the current terms.

15 NON-HIRING CLAUSE

- 15.1** The Client understands that the services offered by Adlanter are provided by expert professionals trained in the field, who are therefore key to the provision of the Service. By accepting the Proposal and its general terms and conditions, it undertakes not to take any action for the purpose of hiring Adlanter staff. This commitment remains in effect for the duration of the service provision, and for the year immediately thereafter..
- 15.2** In the event of a breach of this commitment, the Client agrees to pay Adlanter by way of compensation at least an amount equivalent to the gross yearly pay of the contracted person, the gross yearly pay to be understood as the sum total of the agreed gross salary, amounts paid by the company by way of social security, variables agreed with the employee and investment in training carried out while they belonged to the company, in addition to 15% of the employee's gross salary for the staff selection process.
- 15.3** If this breach occurs without giving three months' notice, Adlanter reserves the right to interrupt the work or services commissioned, without the Client being entitled to raise any claim or complaint as a result of such suspension or any damages that may arise from such interruption.

16 PARTICULAR CONDITIONS

- 16.1** These General Terms and Conditions for Contracting will not prevent that, in the relevant services and fees Proposal, the parties could agree in writing any further particular terms and conditions governing its contractual relationship (hereinafter, referred to as the "Particular Terms"). In such case, the Particular Conditions agreed

upon by the parties will prevail over the General Terms and Conditions for Contracting for all those issues disputed, without prejudice of these General Terms and Conditions for Contracting being an integral, inherent and inseparable part of the Proposal.

17 LANGUAGE

- 17.1 The General Terms and Conditions for Contracting, written in English language, shall always prevail over any other text written or translated into any other language.

18 JURISDICTION

- 18.1 Services rendered by Adlanter are submitted to the Spanish jurisdiction.
- 18.2 To settle any dispute or conflict related to this contract, the parties undertake to submit to the Courts of Madrid, expressly waiving any other jurisdiction to which they may be entitled..
- 18.3 In witness whereof, the parties sign these General Terms and Conditions for Contracting in duplicate copies and for one sole purpose, at the place and on the date established in the Proposal annexed hereto.

Signed by Adlanter



*g*ESDOCUMENT

Roc Boronat, 147, Planta 10
Tel. 93 270 24 05 - Fax: 93 270 24 08
08018 BARCELONA - NIF: A-59053355