

BETWEEN THE UNDERSIGNED:

SQLI SPAIN SL, a limited company incorporated and existing under the laws of Spain,
with a capital of EUR 6000, registered with the Commercial Registry under the
number Barcelona 47156 folio 114, CIF: B- 67545905, CNAE 6201, having its
registered office Carrer de la constitucio Piso 2, Puerta 3 – 08960 Saint Just Desvern
– Barcelona - Espana, legally represented by Thomas GENDULPHE,

Hereinafter referred	to as	"SQLI	SPAIN".
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Of the first part,

AND

The company **Mobile Excellence** with the capital of RON 200, registered under the number 42550450, located at Sibiu represented by Stefan HICIU, owner, duly empowered.

Hereinafter referred to as ((The Service Provider)),

Of the second part,

Hereinafter collectively referred to as « The **Parties** »,

IT IS AGREES AS FOLLOWS

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PRELIMINARY ARTICLE - DEFINITIONS

CLIENT

SQLI SPAIN's client regarding the services under the Order and/or the final client of the project.

ORDFR

Notification(s) sent by SQLI SPAIN to the Service Provider to order technical computer support or advise service(s) and to define the terms and conditions of this or these service(s). After express written acceptance of the Service Provider, this Order has value of special conditions completing or modifying if necessary certain provisions of the framework agreement, whether in a way that favors SQLI SPAIN, whether that the then amended stipulations of the framework agreement explicitly provide the possibility of an amending by the Order. A model of Order is attached in APPENDIX 1.

AGREEMENT

All the contractual documents as listed in article 2 « Contractual Documents ».

PRIVILEGED INTERLOCUTORS

Persons appointed by each party, among their employees, in order to centralize all the information and requests and to communicate with the other party. Two categories of Privileged Interlocutors are defined: The Administrative Privileged Interlocutors who are in charge of following up the Agreement and the Orders at contractual, administrative and financial levels, The Technical Privileged Interlocutors responsible for the execution of the Orders at a technical level.

SFRVICES

Any work undertaken by the Service Provider as set out in the Order and including in particular any study, development, integration, advise, technical assistance, maintenance, engineering or exploitation mission.

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ARTICLE 1 – SUBJECT OF THE SERVICES, ABSCENCE OF EXCLUSIVITY, NON-COMPETITION

SUBJECT

The purpose of this framework agreement is to set out the terms and conditions under which SQLI SPAIN can order to the Service Provider the Services defined in the Order.

The purpose and the special terms and conditions of the execution of the Services undertaken by the Service Provider are subjected to Orders under the present framework agreement.

The Service Provider undertakes to execute the Agreement and the Orders related to the Agreement with all the care which is requested for that type of services, according to the laws and regulatory provisions in force and according to the usual methods and practices of the profession. The Service Provider also declares:

- That it has the right to conclude the present Agreement and that its execution by the Service Provider does not breach any agreement, obligation, law, regulation provisions to which he is or become submitted to,
- That he is not submitted or exposed to any complaint or action or right of retention that could jeopardize the rights of SQLI SPAIN under the present agreement.

ABSENCE OF EXCLUSIVITY

The present framework agreement may not in any circumstances be interpreted as a firm commitment to make an Order by SQLI SPAIN, or as an exclusive commitment for the benefit of the Service Provider for similar services.

ARTICLE 2 – CONTRACTUAL DOCUMENTS

The contractual documents which together constitute the Agreement are in decreasing order of priority the following:

1/ the present framework agreement and its APPENDIXES:

APPENDIX 1: Model Order,

- APPENDIX 2: Fight against the undeclared work
- APPENDIX 3: SQLI SPAIN conditions for personal data protection

2/ The Order(s) concerned and its APPENDIXES, once countersigned by the Parties.

The Agreement constitutes the entire agreement between the parties. It cancelled and replaces all the previous written or verbal agreements related to the Services.

Any modification of the Agreement shall give rise to a further amendment signed by all the Parties.

ARTICLE 3 - LOCATION OF THE **ACTIVITIES**

Depending on the type of the services, their execution could be located either at SQLI SPAIN's premises or at the Client's premises. The location is defined in the Order.

ARTICLE 4 - DURATION OF AGREEMENT AND OF THE ORDERS

4.1. DURATION OF THE AGREEMENT

The Agreement shall take effect from 01/05/2020. The agreement is valid for 1 year from the date of its signing, renewed by tacit agreement for 1-year periods.

4.2. DURATION OF THE ORDERS

Each order invoiced shall be considered as over when the first of the two events will occur:

- When the number of days validated by the signature of the timesheet as agreed in the Order, will be reached,
- When the Services will be actually done by the Service Provider and accepted by SQLI SPAIN, before the depletion of the number of days initially scheduled.

The expiry of the term or the occurrence of an early termination of the Agreement shall not affect the validity of the rights and obligations stipulated in the Agreement which, because of their nature or because of specific provisions, if extended beyond the term or the early termination, both for the parties and for their right holders.

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ARTICLE 5 - ORDERS

5.1. ORDFRING PROCESS

Any execution of the Services is conditional on an Order by SQLI SPAIN on the basis if necessary of the proposal of the Service Provider, which the latter shall acknowledge receipt and indicate its acceptation or its refusal within five (5) working, from the date of receipt of the Order.

If the Service Provider does not acknowledge receipt within the time limit, SQLI SPAIN has a period of five (5) working days to notify to the Service Provider of its decision to cancel the Order. The Order describes the characteristics and the terms of execution of the Service. Any beginning of the execution of the Order by the Service Provider implies its definitive and unreservedly acceptance, whether or not it has been the subject of an acknowledgement of receipt by the Service Provider.

5.2. CONTENT OF THE ORDERS

Fach Order shall mention:

- The explicit reference to the framework agreement and not to any other document or contractual terms,
- The precise description of the Service subject of the Order,
- The terms of the execution of the Service and especially,
 - The duration.
 - o The procedure for monitoring,
 - o The place of performance,
- The name of the interlocutors for each party,
- The price corresponding to the Service according to the provisions of article 6 of the framework agreement,
- Invoicing conditions.

A model of Order appears in APPENDIX 1.

ARTICLE 6 - PRICE AND TERMS OF **PAYMENT**

6.1. PRICES

The prices that apply are indicated in the Order. The Service Provider shall provide, according to the frequency indicated in the Order, an activity report (identifying each half day achieved), to the attention of SQLI SPAIN's Privileged Interlocutors.

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The report shall resume the interventions chronology. SQLI SPAIN shall sign this report that will be used for the validation of the services and in drawing up monthly invoices.

The prices are related to the Services provided on a site that belongs to SQLI SPAIN or to its Client.

The travelling expenses are included in the daily rate. On an exceptional basis, if the Service implies a travel of Service Provider's operator outside the location as indicated in article 3 of the Agreement and its administrative area, the remaining costs, which shall be approved in advance by SQLI SPAIN, shall be negotiated on an individual basis.

All the taxes will be recharged at the applicable rate at the date of the invoice.

6.2. PAYMENT TERMS

The Service Provider shall send its requests of payment to the following address:

SQLI SPAIN

Carrer de la constitucio Piso 2, Puerta 3

08960 Saint Just Desvern

Barcelona - Espana

Any payment should be made by bank transfer. SQLI SPAIN shall make the payment sixty (60) days after receipt the invoice from the Service Provider, unless special conditions mentioned in the Order.

The expiry of each payment will depend on the date on which the achievement criteria of the Services, such as described in the Order will be filled and of the date on which SQLI SPAIN will be in possession of a valid invoice.

The number of the Order shall appear on the invoices.

The Service Provider retains the right to suspend at any time the Services in the case that SQLI SPAIN fails to its payment obligation.

SQLI SPAIN retains the right to suspend at any time the payment if one of its client disputes an invoice of a project directly related to the result of the Service achieved by the Service Provider.

6.3. CLAIMS ON INVOICES

If SQLI SPAIN contests any portion of the invoice, the payment obligation of the sum in dispute will be suspended. SQLI SPAIN shall address the Service Provider a note explaining the reason for its position from the moment an anomaly is detected and

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no later than the invoice due date. The Service Provider shall provide SQLI SPAIN a credit note that cancels the disputed invoice and a new invoice for the noncontested items. The new invoice must be paid at once when received.

ARTICLE 7 – GENERAL OBLIGATIONS OF THE PARTIES

It is up to SQLI SPAIN and to the Service Provider to take all necessary measures for their employees, in order to facilitate the operations throughout all the duration of the Agreement and including:

- To appoint an Administrative Privileged Interlocutor throughout the duration of the Agreement and/or a Technical Privileged Interlocutor throughout the duration of the Order, people qualified who have the responsibility to take or cause to be taken any decision on their behalf, within their area of responsibility;
- To assure the availability, the cooperation and the skills of its employees;
- To liaise with each other without delay in order to respond to all unexpected situations or situations that require an arbitration;
- To provide in time the other Party with all the necessary elements to allow it to accomplish its mission within the planned timeline;
- To ensure the good functioning of the follow up meetings, on this purpose a Technical Privileged Interlocutor shall remain there;
- To participate to the Services by allocating sufficient and required resources in quality and in quantity.

ARTICLE 8 - DATA AND SYSTEMS **PROTECTION**

The Service Provider shall take all common and reasonable precautions to ensure the protection of all the data, programs and operating systems to which it would have access at SQLI SPAIN's or at the Client's. He undertakes in particular not to introduce harmful code (for example a virus) in SQLI SPAIN's or in the Client's systems.

Moreover, it shall take all the measures to prevent access by third parties to information and data entrusted to him for the purpose of the Agreement. On that purpose it shall lock up or crypt the documents, systems, files that contain these information or data.

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ARTICLE 9 - EQUIPMENT UNDER THE CUSTODY OF THE SERVICE PROVIDER

The equipment in the custody and control of the Service Provider, including in the case of a physical intervention at SQLI SPAIN's or at the Client's and during that intervention are: (i) the equipment, software, recorded data which belong to the Service Provider, (ii) the equipment entrusted to it by SQLI SPAIN or by the Client in connection with the execution of the Orders. Except of the Service Provider expresses motivated reservations, it is deemed to have received the equipment in good working order. The Service Provider shall provide their conservation in the best conditions and turn them back in the state they were when he received them.

ARTICLE 10 - INTELLECTUAL PROPERTY

The financial conditions described in the Orders include, without need for any mention on that subject in the Orders, the transfer to SQLI SPAIN of the material and intellectual property, as and when the Services are achieved, the elements of the Services specifically realized by the Service Provider for SQLI SPAIN under the Agreement, and including, but not in a limitative way, details analyses, programs, software, magnetic media, reports, manuals, documentation, studies, inventions, innovations, elements and results, patentable or not etc. realized by the Service Provider' employees in connection with the Orders (hereinafter the « Elements »).

Consequently, SQLI SPAIN shall be subrogated to all the exploitation rights, of reproduction, representation, modification, marketing and uses related to the Elements, in the broadest possible way, for the whole time of the intellectual property. This transfer is granted without any limitation in terms of reproduction or representation, it is valid in all the countries and in all the languages, in all operating modes and in all current or future supports, including, electronic, multimedia, networks including Internet and direct or by satellite broadcasting. This cession granted to SQLI SPAIN is exclusive and includes the right for SQLI SPAIN to transfer or license all or parts of its rights to another entity. Consequently, the Service Provider shall abstain to exploit for its benefit or to transfer to a third party all or parts of the Elements realized in connection with the Orders, in any forms.

The Service Provider's transfer of ownership of the Elements to the benefit of SQLI SPAIN is effective as they are created. Consequently, the Service Provider shall provide SQLI SPAIN, as the Elements are created, the integrality of the Elements including the data, the files, the matrices of all media and all related documentation.

If the Service concerns in particular the realization of a specific software, SQLI SPAIN shall alone have the right to exploit or to authorize a third party to exploit the

© SQLI 2020 11/27 program and to proceed or to authorize a third party to proceed any evolution and translating of this program and of its documentation. The Service Provider shall give to SQLI SPAIN, the integrality of the source codes for free, at the first claim of SQLI SPAIN or no later than the delivery of the services related.

The Service Provider shall retain all the rights that it has over the know-how and over the experience, acquired prior or at the occasion of the Services related to the Orders, which shall in no case be considered as documents specifically developed under the Order. The Service Provider shall not in any way be limited in the enjoyment of those rights.

ARTICLE 11 - COUNTERFEITING

The Service Provider guarantees SQLI SPAIN the peaceful enjoyment of the elements acquired under the Agreement. In this regard, the Service Provider guarantees in advance SQLI SPAIN against any claim, of any kind, from one of its employees, collaborators or any third party.

If a law suit is initiated against SQLI SPAIN, all the rights, costs, fees paid in advanced by SQLI SPAIN, on the condition that the Service Provider has validated the selection of the counsels, and damages which it could be ordered to paid, shall be completely at the cost of the Service Provider, without prejudice to the damages resulting to a direct damage that SQLI SPAIN would be entitled to claim.

The Service Provider shall put an end to the damage, at the choice of SQLI SPAIN:

- by providing at its expenses an equivalent element at the element involved in an action in violation of rights, within the time limits judged compatible by SQLI SPAIN with its activity;
- by obtaining at its own expenses, for SQLI SPAIN, the right to continue to use the element;
- if neither of the options above is achievable in time limits compatible with the activity of SQLI SPAIN, by reimbursing SQLI SPAIN for all the payments made by it under the Agreement.

SQLI SPAIN guarantees the Service Provider against any infringement action related to the elements provided by it for the realization of the Services.

ARTICLE 12 - COOPERATION OF THE TEAMS

In addition to the obligations defined above, the Service Provider shall ensure to transfer to SQLI SPAIN's teams the necessary know-how, for the duration of the

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Agreement. The know-how transfer consists, generally speaking, in the communication to SQLI SPAIN of all piece of information of any kind whatsoever allowing SQLI SPAIN to acquire progressively the necessary skills for the proper exploitation of the Services.

ARTICLE 13 - SKILL AND PERMANENCE OF THE TEAMS

The Parties shall assign qualified and with necessary skills teams depending on the nature of the Services. The Service Provider shall take all necessary measures in order to ensure the stability and the availability of its teams throughout all the duration of the Services' execution and shall plan well in advance, by previously informing SQLI SPAIN, of any changes. The commitment of the Service Provider on the skills and the stability of its team is an essential part of the Agreement. In the case of the departure of an employee of the Service Provider, who was assigned to the execution of the Services, The Service Provider shall implement and support all necessary means (such as additional resources, recovery period, training, etc.) to maintain the service levels and to respect its contractual obligations.

The Parties shall manage and lead their teams in order to guarantee a proper execution and the quality of the service.

The Parties agree that any change in the composition of the Service provider's team may be prejudicial to the project team's efficiency.

ARTICLE 14 – THE SERVICE PROVIDER'S **EMPLOYEES REGULATIONS**

It is expressly agreed that the Service Provider is independent and nothing, neither in the Agreement nor in the relations between the Parties can be considered as creating any relationship of subordination or partnership between SQLI SPAIN and the Service Provider or its employees.

When the Services will be performed at SQLI SPAIN's premises, it shall provide the Service Provider with the reception logistics required for the execution of the Services in its premises. When the Services will be performed at the Client's premises, the Service Provider's employees shall comply with the procedures in force at the Client's.

The Service Provider undertakes to respect and to ensure the respect by its employees all the standards, regulations and procedures in force at SQLI SPAIN's or its Client, especially but not only, security and informatics standards, operating

© SQLI 2020 13/27 methods of the equipment and software, specific constraints to the digital environment, the company's rules and regulation. It shall also ensure that it and its potential subcontractors comply with provisions of safety and health which includes the prevention scheme.

ARTICLE 15 – REVERSIBILITY

Whatever the conditions of termination of the Agreement and/or an Order, Service Provider undertakes to carry out the complete reversibility of the Services under the Agreement, and carry out in all respects, legal, personnel and in practical terms in order to enable SQLI SPAIN or any third party appointed by SQLI SPAIN (hereafter the "Reversibility Third Party") to take over the performance of the related provisions in the best conditions.

The Service provider will set up an adequate team with persons participating in the Services in order to perform the process of reversibility.

At the same time, SQLI SPAIN will set up an adequate team to take over the performance of the Services.

15. 1 OPERATIONS OF REVERSIBILITY

The operations of reversibility will include in particular:

15.1.1. THE SERVICE PROVIDER WILL RETURN TO SQLI SPAIN

- all documents and elements provided to Service Provider and results from Services' performance,
- operational documentation, in its latest version.

The Service Provider undertakes not to retain any copy of these documents, elements and results and not to use its anymore, except, if necessary, for extractive operations as described below.

Should SQLI SPAIN not require by written, within thirty days of expiration of the Agreement, the destruction of all SQLI SPAIN data, the Service Provider will extract such data from it system for transmission to SQLI SPAIN on a support agreed upon the Parties.

15.1.2. THE SERVICE PROVIDER WILL COMMUNICATE ALL NECESSARY INFORMATION IN ORDER TO ABLE **SQLI SPAIN** TO PREPARE REVERSIBILITY

All of this information will be gather in a file of reversibility describing the tasks of the Services Provider and SQLI SPAIN or the Reversibility Third Party.

1.0 - April 1st 2020 14/27 This file of reversibility must be updated at each evolution of Services. Each updated of the reversibility's file must be validated by the Parties.

15.1.3. THE SERVICE PROVIDER WILL ASSIST **SQLI SPAIN** TO ACQUIRE NECESSARY KNOWLEDGE ABOUT THE SERVICES

The Service Provider will explain and describe to SQLI SPAIN or the Reversibility Third Party the Services in their latest known status, their exploitation conditions, methods and tools used by the Service Provider to perform the Services.

SQLI SPAIN or the Reversibility Third Party collect from the Service Provider, and with his collaboration, the information required to take over the performance of the Services. The Service Provider gives to SQLI SPAIN or the Reversibility Third Party operation documentation, process, bases and settings, participates on-site in the operational works and attends meeting specifically organized for this purpose. The Service Provider presents and describes precisely the characteristics of the Services.

These operations of reversibility take place for a period mentioned in the Order.

15.2 FINANCIAL CONDITIONS

The points 1 and 2 of the reversibility operations described above are included in the price of the Order.

For technical assistance Services described above in point 3, the Parties will establish by mutual consent the price of these Services based on the daily rate mentioned in the Order.

If the Agreement is terminated following the exclusive breach of this contract by Service Provider, Service Provider will perform the reversibility for free, including technical assistance Services.

ARTICLE 16 - DUTY TO PROVIDE INFORMATION AND ADVISE

Due to its specific skills, the Service Provider shall be submitted to a general obligation to provide information to SQLI SPAIN, regardless the skills or the knowledge of SQLI SPAIN. For this, it shall ensure its obligations to inform warn and advise.

In particular, the Service Provider shall:

Advise SQLI SPAIN of any choice or any request made by SQLI SPAIN that it
may become aware of, and that may affect the objectives related to the

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- realization of the Services or may have an impact upon the conditions of their realization:
- Alert SQLI SPAIN with justification, of any event that comes to its attention, and that may affect the objectives pursued under the present Agreement and under the parties' commitment;
- Propose to SQLI SPAIN any complement or improvement of the Services and methods, rules that it deems appropriate to adopt. It should be reminded that their implementation shall comply with the procedures for amending of contractual documents:
- Check all the documents or technical information it receives from SQLI SPAIN in order to ensure consistency and their completeness and, if it be so, warn SQLI SPAIN against any anomaly or oversight noticed;
- If SQLI SPAIN fails to fulfill its obligations under the present Agreement or under an Order, the Service Provider, if it becomes aware of that, shall give a written notice to SQLI SPAIN within ten working days following the discovery of SQLI SPAIN's failure and SQLI SPAIN shall respond to the Service Provider by indicating the measures that will be taken to remedy for this failure. Provided that the Service Provider has complied with its notification obligation to SQLI SPAIN of such a failure, the Service Provider shall not be considered to be responsible for the consequences resulting from this failure.

ARTICLE 17 – NON-SOLICITATION

Throughout the duration of the Services and for a period of one (1) year after its expiration or its earlier termination for any reason whatsoever, each Party shall refrain from hiring or get directly or not into work, or offer to hire or to get into work, on any basis whatsoever, any employee of the other Party, having been associated with the execution of the present Agreement, without the prior written authorization of the other Party.

If one of the Parties does not comply with this obligation, it agrees to indemnify the other Party by paying an award equal to the last twelve (12) months of gross wages of the employee(s) concerned.

ARTICLE 18 - EXCLUSIVITY

For two (2) years, the Services Provider undertakes not to propose a separate offer to the Client, directly or not. It also undertakes not to participate, directly or not, alone or with others, to the realization of Projects or services at the Client's, or in an agreement in connection with the present Agreement, in a manner other than as provided in the present Agreement.

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ARTICLE 19 - CONFIDENTIALITY

The documents or information provided by one of the Party to the other are confidential. However, all the elements realized by the Service Provider during the execution of the Agreement as well as the reports, studies and documents resulting of a treatment of SQLI SPAIN are exclusively confidential to the Service Provider. They can only be used by the Service Provider for the needs of the Agreement and they cannot be subject to any divulgation to any third party or to any of the employees of the Service Provider who do not participate to the execution of the Services, subject of the Agreement, except if the divulgation is necessary for legal, accounting, regulatory requirements, beyond the control of the Service Provider.

All the documents or information that any Party could have gained knowledge of within the framework of the execution of the Agreement, and in particular those relating to the organization, to the activities and to the results of the other party are also confidential.

Each Party undertakes to respect and to impose on its employees and on its potential subcontractors, this confidential obligation for the duration of the execution of the Agreement and for the following five (5) years.

Each Party shall not be considered responsible for the disclosure of information if they are in the public domain or have been obtain from non-fraudulent sources.

As regards the information relating the Service Provider's employees provided by the Service Provider to SQLI SPAIN, the Services Provider shall obtain agreement of the employees regarding the diffusion of this information to SQLI SPAIN and in order to enable the use by SQLI SPAIN of the information in connection with the present Agreement.

The Service Provider shall refrain from using database, files and treatment outcomes for its own account.

ARTICLE 20 - PERSONAL DATA **PROTECTION**

In addition to the obligations arising from article 19 «Confidentiality» or in any disclosure or non-disclosure agreement through which SQLI SPAIN disclosures, information in connection with an identified or identifiable person, a partner, a company or any other entity (« Personal Data »), the Service Provider shall take all the measures in order to protect the Personal Data from the destruction, the loss, the deterioration, the disclosure or the non-authorized access, and from any other of unlawful form of treatment.

© SQLI 2020 17/27 The Service Provider specifies and certifies: (i) that it shall comply with the laws in effect regarding the data protection (which includes any obligation of declaration, or registration with the local authorities of data protection) (ii) that it shall access, use, manage, disclose to any third party, transfer or process data in any way whatsoever Personal Data only upon instructions of SQLI SPAIN. SQLI SPAIN generally recommends to the Services Provider to process Personal Data to the extent that is absolutely necessary to the execution of the Agreement. The Service Provider shall respond promptly to the requests of SQLI SPAIN to provide access to, correct, forbid, retire or erase any Personal Data, including by providing to SQLI SPAIN a copy of the useful Personal Data.

The Service Provider shall not transfer any Personal Data from a country that has a law on data protection and/ regulation which limit the transfer of Personal Data, except if this Personal Data transfer is essential in order to comply with its commitments included in the Agreement, or if SQLI SPAIN gives it a written permission. SQLI SPAIN may, by giving a reasonable notice, audit and check that the Service Provider complies with the provisions of this Article. At the termination of the Agreement, the Service Provider shall, if requested by SQLI SPAIN, return or destroy, in the shortest possible time all the Personal Data stored in internal systems.

Terms and conditions applicable to the processing of Personal Data is set forth in APPENDIX 3 and its attached appendix.

ARTICLE 21 - COMMUNICATION ON THE AGREEMENT

Each Party shall submit to the other Party for prior and written approval, any advertising project, press article or any communications in connection with the Agreement.

However each Party can mention the name of the other Party as well as an objective description of the nature of the services, subject of the Agreement, in its reference lists and proposals to the attention of prospective clients and to the clientele, discussion with third parties, communications to its employees, interns documents of management, annual report to shareholders, and when legal, regulatory, accounting provisions are requiring it.

ARTICLE 22 - FORCE MAJEURE

Neither Party will have failed in its contractual obligations if the in execution results from a case of force majeure as defined by the courts. Force majeure will excuse the affected Party from the performance of its contractual obligations only to the

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The Party affected by a case of force majeure shall immediately notify the other Party by fax confirmed by registered letter with acknowledgement of receipt. The other Party reserves the right to verify and to control the reality of the facts.

If a Force majeure event continues for more than a month, the Party which the case of force majeure is opposed to may terminate the Agreement immediately and by right, without compensation.

ARTICLE 23 - SUBCONTRACTING

The Services Provider shall not subcontract the Services without the prior and written authorization of SQLI SPAIN.

Any subcontracting authorization request shall indicate the nature and the importance of the Services that it may intend to subcontract, the subcontractor's qualification for these Services, as well as the measures taken by the Services Provider to ensure the quality of the Services subcontracted.

If the subcontracting is authorized, the Services Provider shall be responsible to SQLI SPAIN for any and all the damage caused by the subcontractors.

The Services Provider remains personally liable for the execution of all the obligations resulting from the Agreement and for the respect by its subcontractors of its provisions.

ARTICLE 24 – ASSIGNMENT

The Agreement shall not be assigned in whole or in part by neither Party without the prior consent of the other Party without the prior written consent of the other Party who shall refuse only for reasonable grounds. The agreement assignment within the Group to which it belongs or to a successor body by merger or acquisition does not need the consent of the other Party.

Any non-authorized assignment of the present Agreement or of an Order shall be null and void.

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ARTICLE 25 - RESPONSABILITY

The Services Provider is liable for any damage caused by its or its subcontractors to SQLI SPAIN or to its Client or to a third party by reason of its performance and / or the supply of the Order.

ARTICLE 26 - INSURANCES

The Service Provider undertakes to take out an insurance contract and to maintain during the execution of the Agreement, the appropriate insurance policies to cover its civil liability (insurances « Operations liability », "civil liability after delivery", "professional liability") for the damage it causes for an amount of at least 500 000 \in (Five hundred thousand Euros) all injures considered by accident.

The Service Provider shall ensure that each of its subcontractors is insured in accordance with the provisions of the present article.

The Service Provider shall provide the certificates of the insurance coverage as of the signing of the present agreement, and then at each renewal of its insurance agreements.

ARTICLE 27 – UNDECLARED WORK

The Service Provider guarantees the consistency of its and of its potential subcontractors situation in the performance of the Agreement, in particular in the light of all its legal obligations toward the tax and social security authorities.

For this, the Service Provider certifies in particular, that it has accomplished all the legal registrations as well as the tax and social declarations required, to the competent bodies, in particular, to the Social Security and to the tax administration.

The Service Provider shall supply a copy of the documents and certificates provided by the 01/04/2020 to SQLI SPAIN, on the date of the signature of the Agreement.

ARTICLE 28 - TERMINATION

28.1. TERMINATION FOR BREACH

If either Party breaches the obligations stated in the Agreement or in the Order, the Agreement and / or the Order may be automatically terminated on the initiative of

the other Party, after a delay of fifteen (15) days after an unsuccessful formal demand, and without any damages it could claim.

If the formal notice remains unsuccessful, its author shall have the right to automatically terminate the agreement and / or all or part of the Orders under the following conditions:

- If, after the application of this clause for fault on the part of the Service Provider, it, no later than the five (5) working days that follows the day the termination takes effect, shall give to SQLI SPAIN all necessary facilities so that it could process, under the conditions provided by the Agreement or in the Order, to the receipt or to the validation (under consideration of their nature) of the Services executed by the Service Provider at the date of the termination but not yet receipted or validated. If SQLI SPAIN receipts or validates the Services, then the Service Provider shall be paid for these. In the contrary, the Service Provider shall reimburse SQLI SPAIN in full amount, upon first demand from SQLI SPAIN, without prejudice to its right to compensation;
- Under the application of this clause for fault on the part of SQLI SPAIN, it shall pay to the Service Provider all the Services realized at the date of the termination, without prejudice to the Service Provider's right to compensation;
- If the Agreement is terminate and as well / or the current Orders, the current
 Orders non cancelled remain fully valid until the achievement of the Services
 on the part of the Service Provider under the Orders, in which case the
 Agreement shall remain in effect until the expiry of the non-cancelled Orders
 and this, for purpose of their execution.

28.2. FARI IFR NO-FAULT TERMINATION

SQLI SPAIN may unilaterally and prematurely terminate any Order provided that it complies with a notice period specified in the Order. If the Order does not mention any notice period, SQLI SPAIN shall respect a notice period of two (2) weeks.

During this period, the work performed by the Service Provider until the end of the period will be paid by SQLI SPAIN to the Service Provider.

28.3. AUTOMATIC TERMINATION WITHOUT NOTICE

SQLI SPAIN can also automatically terminate the Agreement or / and all or any apart of the current Orders, without a period notice, in the following limited cases:

- Significant non-compliance with the security regulations (by way of derogation from the previous paragraph, only the Order(s) concerned could be terminate);
- Unauthorized total or partial subcontracting;
- Liquidation of the Service Provider, in accordance with the applicable laws;

Non-justified interruption of the Services.

The Service Provider can also automatically terminate, without a period notice, the Agreement and/ or all or any part of the current Orders, in the event of a legal liquidation of SQLI SPAIN, on accordance with the applicable laws.

ARTICLE 29 - PRESCRIPTION

Unless otherwise provided, the Parties shall refrain from taking legal action against the other under the present Agreement more than two years after the occurrence of the event concerned.

ARTICLE 30 - LITIGATION/ APPLICABLE LAW

The Agreement is governed by Spanish Law.

In the event that a dispute arises regarding the interpretation or the execution of the present Agreement, the Parties undertake to attempt to resolve the dispute amicably, before taking any legal action.

IF NO AMICABLE AGREEMENT IS REACHED WITHIN A PERIOD OF 15 (FIFTEEN) WORKING DAYS FROM THE DATE OF THE NOTIFICATION OF THE DISAGREEMENT GIVEN BY THE MOST DILIGENT PARTY, THE PARTIES AGREE THAT THE DISPUTE WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF BARCELONA (SPAIN) IN RELATION TO THE INTERPRETATION OR THE EXECUTION OF THE AGREEMENT, NOTWITHSTANDING A PLURALITY OF RESPONDENTS OR GUARANTEE CALL, EVEN FOR THE EMERGENCY OR CONSERVATORY PROCEEDINGS, IN SUMMARY PROCEEDING OR PETITION.

Done at Barcelona, in two authentic copies, The 1st of April 2020

FOR THE SERVICE PROVIDER STEFAN HICIU OWNER FOR SQLI SPAIN
THOMAS GENDULPHE
Director SQLI SPAIN

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APPENDIXES

APPENDIX 1: ORDER FORM

ORDER FORM N°MOBILEEXCELLENCE-OF-001

The present order is subjected to the provisions of the framework agreement N° MOBILEEXCELLENCE-2020-001 conclude between SQLI SPAIN and the Service Provider, the 01/04/2020, which each Party declares having acknowledge.

1 - DESCRIPTION OF THE SERVICES

SQLI SPAIN wishes to entrust to the Service Provider a technical assistance on behalf of the company:

Name of the final client: Nestlé Nespresso S.A.

Address of the final client: Carrer de Clara Campoamor, 2, 08950, Esplugues de Llobregat, Barcelona | Spain

The Service Provider shall in particular intervene on:

The development of mobile applications in the context of the Nespresso eCommerce platform

2 - TERMS OF EXECUTION

2.1 Contractual deadlines of execution

Starting Date: 01/05/2020

Date of termination: 31/04/2020

Duration of the order: 365 days

The Service may be interrupted at any time by SQLI SPAIN, provided a notice period of 30 calendar day.

2.2 Monitoring of Services

A formal update on the progress with the Technical Privileged Interlocutor appointed below shall be provide at a pace which will be determined jointly with SQLI SPAIN.

2.3 Other conditions

The Service Provider's employee undertakes to manage his absences (holidays and working time reduction days) in close coordination with the technical supervisor appointed by SQLI SPAIN's client.

2.3 Place of performance

The services shall be provided in SQLI SPAIN's / Client's premises located at the following address:

SQLI Spain, office Carrer de la constitucio Piso 2, Puerta 3 – 08960 Saint Just Desvern – Barcelona – Espana

Due to the COVID-19 situation, services can be provided remotely from any locations.

2.4 Technical Privileged Interlocutors

Appointed by SQLI SPAIN: Benoit QUETTE

Appointed by the Service Provider: Stefan HICIU

2.5 Administrative Privileged Interlocutors

Appointed by SQLI SPAIN: Andrea VIVAS BOEYKENS

Appointed by the Service Provider: Stefan HICIU

2.6 Notice period

The notice period mentioned in the paragraph 28.2 of the Agreement is set at 14 calendar days for this Order.

3 – FINANCIAL TERMS				
3.1 Price				
Reference price: 270 € VAT excluded per day worked				
That price will not be renegotiated upward for a twelve (12) months period.				
3.2 Invoicing terms				
Invoicing address:				
SQLI SPAIN SL				
B67545905				
CALLE CONSTITUCIO, NUM. 3				
PLANTA 2, PUERTA 3				
08960 SANT JUST DESVERN – (BARCELONA)				
SPAIN				
Done in two copies				
At:	At:			
The:	The:			
SQLI SPAIN	The Service Provider			
Thomas GENDULPHE (Director)	Stefan HICIU (Owner)			

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Signature preceded by the handwriting words "Read and approved"

Stamp of the Company

APPENDIX 2: FIGHT AGAINST UNDECLARED WORK

The Service Provider certifies the regularity of its situation regarding the Agreement, in particular regarding all the social and tax administrations.

For this, the Service Provider certifies that it has made the declarations required by the social and tax agencies, and that it has fulfilled the obligations.

The Service Provider shall give at the signature of the Agreement, the documents and certificates mentioned below:

1. In every cases (*) (except if already provided in the current year)

A certified copy which complies with the certificate of provision of social declarations not older than one (1) year.

2. When your registration with the Commercial Registry is required (*) (except if already provided in the previous twelve (12) months)

An original extract from Register of companies not more than three (3) months old,

or

An estimate, a promotional document or a professional correspondence that mentioned the name or the company name, the complete address and the registration number to the Commercial Register to the register of the relevant professional body or the reference to the approval provided by the competent authority.

(*) If your company started its business for less than one (1) year, the document to provide is the receipt of the deposit of the declaration delivered by a business formalities center.

APPENDIX 3: SQLI SPAIN CONDITIONS FOR PERSONAL DATA PROTECTION

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