

CONTRACT F122721
BETWEEN
INTRASOFT International S.A.
AND
GINERE SOLUTIONS SL



SERVICE CONTRACT

BETWEEN

INTRASOFT International S.A., with registered offices at 2b, rue Nicolas Bové, L-1253 Luxembourg, G.D. Luxembourg, registered under the number B56565 and with VAT number LU 16853659;

represented by Messrs George Manos, General Manager of EU Institutions Business Unit and Emmanouil Terrovitis, Chief Financial Officer;

hereinafter referred to as "**INTRASOFT International**";

AND

GINERE SOLUTIONS SL, with registered offices at Av. del Doctor Garcia Tapia 161 Portal D - 2oB 28030, Madrid - SPAIN

, registered under the number B87019592 and with VAT number ES B87019592;

represented by , Camino Castro Martin ;

hereinafter referred to as the "**Contractor**";

Hereinafter also singly referred to as a "**Party**" and jointly as "**Parties**";

WHEREAS

- a) INTRASOFT International has undertaken to deliver information technology related services to <-----> (the "**Client**") further to a services agreement signed with it (the "**Services Agreement**");
- b) INTRASOFT International wishes to assign to the Contractor the provision of certain of these services as further defined in Technical Services Specification Schedule I to the present Contract (the "**Services**");
- c) the Parties confirm hereby their agreement to conclude a service contract between themselves pursuant to the terms contained herein;

THEREFORE the following has been agreed:

Article 1- Object of the Contract

- 1.1 INTRASOFT International hereby assigns to the Contractor and the Contractor accepts to perform the Services.
- 1.2 INTRASOFT International's General Terms and Conditions are annexed to this Contract and form an integral part of it (the "**General Terms & Conditions**").

Article 2- Price

- 2.1 Provided the Contractor performs the Services pursuant to this Contract, INTRASOFT International agrees to pay the Contractor the agreed upon price as detailed herein.

30,937.50 EUR

The Contractor's bank details are as follows:

Bank:			LA				CAIXA
IBAN	Number:	ES47	2100	1746	1102	0017	4018
BIC: CAIXESBBXXX							

- 2.2 The Contractor's performance shall be validated by INTRASOFT International or the Client, by countersigning the Contractor's time sheets.

Article 3 - Duration

- 3.1 This Contract will come into force on 21-11-2016 (the "**Effective Date**") and will be valid until 31-03-2017, unless terminated earlier by either Party under the terms and conditions described in the General Terms & Conditions.
- 3.2 The duration of this Contract may be extended by a written instrument signed by and between the Parties.

Article 4 - Legal construction

- 4.1 The Parties have read and understand this Contract and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.
- 4.2 Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Contract.
- 4.3 No purported variation of this Contract shall take effect unless made in writing and signed by an authorised representative of each Party.
- 4.4 The Laws of Luxembourg shall govern this Contract, its existence, interpretation and execution.
- 4.5 Any dispute between INTRASOFT International and the Contractor or any claim by one Party against the other with regard to this Contract its existence, interpretation or execution, which cannot be settled by the contracting Parties out of court shall exclusively be brought before the competent Courts in Luxembourg.

The contract reference code is F122721.

Done in Luxembourg, on, in the English language, each Party acknowledging receipt of one original copy of the Contract;

For INTRASOFT International

George Manos
General Manager
EU Institutions Business Unit

Emmanouil Terrovitis
Chief Financial Officer

For the Contractor

Camino Castro Martin

Annexes

Schedule I - Technical Services Specification

Schedule II - General Terms & Conditions

Schedule I

TECHNICAL SERVICES SPECIFICATION

The Contractor will make available Angel Ventura MENDO GOMEZ, specialized in <-----> to provide informatics services as a <----->. In particular, the Contractor shall carry out the following tasks:

1. <----->

It is expressly agreed that Angel Ventura MENDO GOMEZ cannot be replaced for the performance of the Services unless the replacement has a similar expertise with regard to the Services and is approved by INTRASOFT International and/or the Client in writing.

The Contractor shall, in any event, guarantee the continuity of the Services and will, pursuant to terms to be negotiated between the Parties and for a period to be negotiated between the Parties but in any case no less than two (2) weeks, provide adequate training to a newly assigned representative of the Contractor, preferably by the departing representative, at the Contractor's expense, in order to enable the newly appointed person to perform, with a similar level of expertise as the former representative, the agreed Services at the end of this training period.

.....

[Handwritten signature]

GENERAL TERMS & CONDITIONS OF

**INTRASOFT International S.A.,
2b, rue Nicolas Bové
L-1253 Luxembourg
G.D. Luxembourg**

Article 1 – Definitions

- 1.1 Intellectual Property Rights:** all trademarks, company and trade names, models, designs, patents, copyrights, database rights, rights to know-how and other intellectual property rights (registered or unregistered), as well as requests for the acquisition of the aforementioned rights and all other rights intended to afford similar protection or achieve a similar effect to any of the aforementioned rights throughout the world.
- 1.2 Project Manager:** the employee (or employees) assigned by **INTRASOFT International** to coordinate and supervise the activities performed under the Contract.
- 1.3 Specifications:** the specifications and functionalities of the Services as defined in the Contract.
- 1.4 Work:** all creations including, without being limited thereto, literary and artistic works, computer programs, databases, artistic and industrial performances of performers, phonogram, film and database producers and broadcasting organisations, designs and models, inventions, know-how, semiconductor topographies and any other intellectual creation made or to be made in furtherance of the Contract, including, but not limited to, the performance of the Services, and including all underlying information, data and creations, including, but not limited to, preparations, drafts, codes, pieces of work, studies, research results, experiments, trials and discoveries.

Article 2 – General Conditions

- 2.1** These General Terms & Conditions form a part of the contract to which they are annexed unless specifically excluded by the terms of such Contract.
- 2.2** The Contractor so far as may be consistent with the terms and conditions of the Contract shall conform with all rules and regulations communicated to him or publicly posted at locations where INTRASOFT International will require a representative of the Contractor to be present.
- 2.3** The Contractor is required to conform with all local regulations including but not limited to health and safety at work at the sites where attendance is required. In no event shall INTRASOFT International or the Client be held liable for breach by the Contractor of any statutory requirement.

Article 3 - Terms of Payment

- 3.1** Payments shall be made on production of an invoice giving besides the disclosures required by law:
- The breakdown of fees and a description of the services provided and their quantity.
 - The amount of VAT applied if any, or whenever appropriate, the mention that the services rendered under the contract are exempted of VAT in conformance with the national tax law by which the Contractor is governed and reference to that law.
 - A reference to the contract number shown on the Contract.
 - Full details of the bank and the bank account details (beneficiary name, IBAN and BIC) to which payments should be made.

- 3.2 INTRASOFT International may withhold fees owing to the Contractor in the event of a breach of the terms of the Contract by the Contractor.
- 3.3 Payment of each invoice shall be made by INTRASOFT International within thirty (30) days of receipt of the invoice.
- 3.4 INTRASOFT International may, after notifying the Contractor, defer payment of the fees to the Contractor, if it disputes, through written communication the services covered by the request for payment or if the documents supporting the request are incomplete. INTRASOFT International shall not be liable for interest on or compensation for any payment thus deferred.
- 3.5 In case there is a need of travelling for the performance of the services, prior written approval for the travel and the expense of the travel must be obtained from INTRASOFT International. Travel expenses shall be paid according to the payment terms of the Contract only on submission of a separate invoice for that purpose, with original supporting documents, including receipts, boarding passes and used tickets, together with a copy of INTRASOFT International's prior approval.
- 3.6 The Contractor shall not be entitled to payment in case the Contractor is prevented by force majeure from performing the Services. Part performance only of any service shall result in part payment.

Article 4 - Obligations of the Parties

- 4.1 Until completion of the Services, the Contractor, if so requested in writing by INTRASOFT International, shall provide INTRASOFT International with reports, advising INTRASOFT International of the Contractor's progress in performing the Services.
- 4.2 The Contractor shall provide INTRASOFT International the Services in accordance with the state of the art at the time of realisation and generally accepted industry standards, diligently and in a professional manner. It is agreed that these Services shall include, depending on the type of Services as specified in the Contract, either a best efforts/endeavours obligation or an obligation to achieve a specific result, in accordance with the interpretation of the content of such obligation and the normal expectations in this regard, and that the Contractor's liability shall be determined by this characterisation.
- 4.3 The Contractor undertakes to perform the Services to the satisfaction of INTRASOFT International and the Client in good faith and in accordance with the Specifications and any other guidelines given by INTRASOFT International, provided these instructions are proportionate to the purpose to be achieved and compatible with the law.
- 4.4 The Contractor undertakes to comply with the IT infrastructure standards used by INTRASOFT International and the Client, to only supply deliverables that conform to these standards and, in developing such deliverables, to only use tools which conform to the IT infrastructure standards authorised by INTRASOFT International and the Client.
- 4.5 The Contractor hereby indemnifies INTRASOFT International and its Client in respect of any Taxation or Social Security liabilities or similar government claims on either or both of the Client and INTRASOFT International including costs expenses or damages relating thereto in respect of sums paid to the Contractor under the terms of the Contract.
- 4.6 The Contractor hereby accepts that accident, medical, personal effects and other insurances are within the Contractor's responsibility and shall be subscribed by the latter at the latest upon entering into the Contract.

Article 5 - Independence

- 5.1 Nothing in the Contract or its Schedules whether stated or implied constitutes a contract of service between any personnel provided by the Contractor and INTRASOFT International or the Client. The Contractor covenants that any person supplied is a representative of the Contractor and further covenants that any such

person will not hold himself/herself out to any third party to be an employee of INTRASOFT International or the Client.

- 5.2 The Parties acknowledge that their relationship shall be that of independent contractors. The Contractor shall be responsible for paying the salary, social security contributions, all employment-related allowances, insurance premiums and any other statutory or extra-legal obligations which the Contractor has agreed to pay its personnel or is obliged to pay by law. As an employer, the Contractor shall be solely responsible for obtaining any necessary work permits for persons who are not nationals of the European Economic Area (EEA) and for EEA nationals for whom a work permit is required.

No remuneration shall be paid by INTRASOFT International or the Client to the Contractor's representatives.

- 5.3 The Parties agree that INTRASOFT International will refrain from giving instructions to the Contractor and its representatives. This obligation does not preclude the possibility for INTRASOFT International to give the Contractor and its representatives guidelines necessary to properly perform the Services.

- 5.4 The Contractor may not assume benefits that are given to employees of INTRASOFT International or its Client in respect of car parking, canteen facilities, etc. The Contractor will be subject to INTRASOFT International and Client visitor procedures, in particular with respect to passes, signing in and access to INTRASOFT International and Client facilities.

Article 6 - Confidentiality and Ownership

Confidentiality

- 6.1 The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him in any form or brought to his attention in the performance of the Contract or any results arising therefrom. The Contractor shall obtain sufficient undertakings from its representatives with regard to such obligations.
- 6.2 INTRASOFT International undertakes to hold in confidence for the Contractor, to use only for the purposes hereof and not to print, publicise or otherwise disclose to any third party, Confidential Information of the Contractor. "Confidential Information" means any document, material, idea, data or information which relates to the Contractor's research or development, trade secrets or business affairs and which is marked as confidential. Nothing herein contained shall prevent the communication of the same Confidential Information by INTRASOFT International to the Client or to any permitted third party insofar as necessary for the proper carrying out of the contract signed between INTRASOFT International and the Client.
- 6.3 Notwithstanding this agreement, INTRASOFT International may use or disclose Confidential Information to the extent it is able to demonstrate, by clear and convincing evidence, that such Confidential Information:
- was in the public domain or the subject of public knowledge at the time of disclosure by the Contractor, or became part of the public domain or the subject of public knowledge through no fault, negligence or breach of contract on the part of INTRASOFT International or any party to whom INTRASOFT International disclosed the Confidential Information;
 - was lawfully in its possession or in the possession of its affiliates and known to it prior to disclosure by the Contractor as evidenced by documents predating the date of disclosure;
 - became available to INTRASOFT International or its affiliates through a third party who was not in breach of a legal obligation of confidentiality in respect hereof;
 - was subsequently and independently developed as shown by written records by INTRASOFT International employees who had no knowledge of any such information; or
 - was required to be disclosed by law or by a court or governmental order, provided that INTRASOFT International in such case shall immediately notify the Contractor in writing of any such obligation and shall provide adequate opportunity to the Contractor to object to such disclosure or request confidential treatment thereof.

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Ownership

- 6.4 It is expressly agreed between the Parties that all documentation, data, software and specifications delivered by INTRASOFT International or the Client to the Contractor shall be and remain the exclusive property of respectively INTRASOFT International and the Client and that the Contractor shall only have a non-exclusive, non-transferable right to use such data, etc. insofar as strictly necessary for performance of the Services. At INTRASOFT International's request and in any event upon expiry or termination of the Contract, the Contractor shall promptly hand over to INTRASOFT International all copies of documents, data, software and specifications relating to INTRASOFT International or the Client in its or its representatives' possession.
- 6.5 All Intellectual Property Rights in the Works shall automatically, integrally, definitively and exclusively be assigned by the Contractor and where applicable its representatives to INTRASOFT International, from the time of their creation, for every mode or form of exploitation, for their entire duration worldwide and without any additional remuneration.
- 6.6 In cases where the Contractor uses (i) own developed software or specific know-how which existed before the Effective Date and which was not created in furtherance of the Contract or (ii) third-party software, it or the applicable third party shall remain the sole owner of this software or know-how, and INTRASOFT International and the Client shall have no right or title to this pre-existing software or know-how, with the exception of a non-exclusive, assignable license with a right to sublicense to use, reproduce, adapt, translate, distribute, communicate to the public (including on line), maintain (including error correction) or modify, in whole or in part, by any possible means, in any way and on any medium, known or unknown at the time of signature of the Contract. Such a license shall automatically be granted from the time of creation of the Contractor's Work or, if applicable, the grant of the license by the third party, for every mode or form of exploitation for the entire duration of the Intellectual Property Rights worldwide and without any additional remuneration. The Contractor shall provide the source codes of any such software or know-how to INTRASOFT International which may disclose it to the Client for further use.

Article 7 - Termination

- 7.1 Either Party may terminate the present Contract at any time and without judicial intervention for reasons of its convenience, provided that a thirty (30) calendar day written notice has been served to the other Party. In that case the Contractor shall be paid for the work (i) executed by him until the date of the termination and (ii) accepted by INTRASOFT International and the Client. The Contractor shall have no right to be paid any further indemnification.
- 7.2 Either Party may terminate the Contract forthwith and without judicial intervention by written notice to the other Party if the other Party shall commit a material breach of any of its obligations under the Contract and shall not have remedied such breach within ten days of receiving written notice of the breach.
- 7.3 INTRASOFT International may terminate this Contract forthwith and without judicial intervention, by serving written notice to the Contractor, upon the occurrence of any of the following events:
- 1) If the Contractor ceases to provide services or no longer holds the permits, authorisations, etc. necessary to perform the Services, in accordance with the laws and regulations in force.
 - 2) If the Client communicates to INTRASOFT its willing to stop the collaboration with the Contractor or the Contractor's assigned personnel for reasons of its convenience.
 - 3) If the Contractor is financially unable to meet its contractual obligations under this Contract.
 - 4) If the Contractor has filed for bankruptcy or enters liquidation.
 - 5) In the event of a substantial change in the Contractor's shareholder structure and/or business.

- 7.4 Termination of the Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

Article 8 - Liability

- 8.1 The Contractor shall be solely and exclusively liable for any and all harm caused by itself and/or its representatives or equipment, by reason or on the occasion of the performance of the Services.
- 8.2 INTRASOFT International neither the Client shall be liable to the Contractor for any direct or indirect damage arising out of or in connection with this Contract, whether contractual or otherwise (including without limitation lost profits and opportunity) unless the damage is due to gross negligence, willful misconduct or fraud on respectively INTRASOFT International's or the Client's part.
- 8.3 Except in case of force majeure, the Contractor shall be required to indemnify INTRASOFT International for any damage caused by the Contractor or for any amounts claimed from INTRASOFT International further to a breach of Contract by the Contractor.
The Contractor shall contract the necessary insurance to cover the liability mentioned herein above. Such insurance shall be without recourse to INTRASOFT International.

Article 9 - Force majeure

- 9.1 Neither Party shall be liable for any delay in meeting or for failure to meet any of its obligations under the Contract due to any cause which could not be foreseen and which is outside its reasonable control, including, without limitation, strikes, lock-outs, Acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, or failure of the public electricity supply.
- 9.2 If either Party is prevented from meeting any of its obligations due to any cause outside its reasonable control, it shall promptly notify the other Party in writing of the circumstances and the other Party shall grant a reasonable extension for the performance of this Contract, provided however that if either Party shall have been so prevented for more than thirty (30) days following receipt of such notice, then INTRASOFT International may terminate the Contract forthwith upon written notice without intervention of the judicial authorities.

Article 10 – Non-Disclosure

The Contractor shall not publicly announce the Contract or parts thereof, without prior written consent of INTRASOFT International. Any breach of this condition shall be considered an irredeemable breach of the Contractor's obligations under the Contract.

Article 11 – Data Protection

The Contractor and INTRASOFT International shall at all times comply with the provisions of, and the obligations imposed by, all relevant data protection or privacy legislation, in accordance with Community Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, in storing and processing personal data, including provisions or obligations relating to appropriate technical and organizational measures to be taken against the unauthorized or unlawful processing of personal data, accidental loss or destruction of, or damage to, personal data and information, obtaining the consent of the data subjects, the transfer of data to other countries and registration with the national data protection authorities.

Article 12 - Notices and other communications

- 12.1 Any notice, which expression includes any other communication whatsoever which is made in accordance with this Contract, should reference the INTRASOFT International Contract number shown at the head of the Contract and shall be sufficiently given if it is sent by registered or recorded delivery post to the other Party to the address stated in the Contract or to such other address as the respective Party may advise by notice in writing from time to time.

12.2 Notices shall be deemed to have been properly given after eight working days for all notices posted internationally.

Article 13– Assignment or delegation

No right under the Contract shall be assigned by either Party without the prior written approval of the other Party. The Parties may agree to delegate the performance of any of their obligations hereunder to third parties after mutual consent.

Article 14- Waivers

No delay or failure of either Party in enforcing against the other Party any term or condition of this Contract, and no partial exercise by either Party of any right hereunder, shall be deemed to be a waiver of any right of that Party under the Contract.

Article 15 - Severability

The provisions of this Contract are severable. If any provision of this Contract is found to be invalid or unenforceable under any controlling body of law, this shall not affect the validity or enforceability of the remaining provisions. The Parties agree to replace such an invalid or unenforceable provision with a like provision in order to accomplish the Parties' intent to the extent permitted by applicable law.

End of General Terms & Conditions

