



General Terms and Conditions

The following General Terms and Conditions apply to the Services provided by the Supplier to the Company, unless otherwise explicitly agreed by the Parties in writing in the Agreement or otherwise after its execution.

1. Definitions

“Agreement” means the terms and conditions as agreed and signed by the Parties including all applicable Annexes, all terms and conditions incorporated therein, the Purchase Order, the Documentation provided by Supplier and these General Terms and Conditions, as amended from time to time by the Parties.

“Affiliate” means with respect to any Party, any other person directly or indirectly controlling, controlled by or under common control with such relevant Party. For the purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) as applied to any Party, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Party whether through ownership of voting securities, by contract, or otherwise.

“Applicable Laws”, means all applicable federal, regional and local laws, case law, international laws, regulatory constraints and any rule, judgment, court order, instructions or measures of a public or administrative authority, judicial authority or governmental approvals, all legally required consents including, but not limited to, applicable aircraft and aviation laws, anti-corruption laws, anti-terrorism and money laundering laws, economic sanction and anti-boycotting laws, data privacy laws, safety and security laws, labour laws.

“Aerial Data” means any information and data captured by the Pilot during an Operation, that have not been processed by Company, including but not limited to, images, videos, photographs and sensory data, measurements.

“Confidential Information” means any information that is disclosed in writing and is clearly labelled as proprietary, confidential, or with words of similar meaning; (ii) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure; (iii) content of the Agreement, the Services and Deliverables; (iv) any other information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential, and is created and disclosed by the disclosing party to the receiving party before, during or after the Agreement whether of commercial, financial or technical nature, personnel-, subcontractor-, customer-, partner-, supplier-, product- or production-related or otherwise, samples and information relating to patent applications, process designs, process models, materials and ideas, know how, software, source and object code, maps, photos, photographs, quotations, invoices, files, plans, drawings, personal data, trade secrets, Aerial Data, Documentation, Sitemark Platform, user identifications, login details, account numbers or passwords.

“Customer” means a contracted legal entity to whom the Company provides its products and services in relation to the Aerial Data.

“Drone” means a remotely piloted aircraft system, including its associated remote pilot station(s), the required command and control links and any other components.

“Deliverables” means all Aerial Data, products, goods, work products, milestones, technologies, original works, documents, information, things, designs, designations, reports, presentations, discoveries, inventions, know-how, data and database whether in computer readable form or otherwise, methods, formulas, tools, computer programs, including source code and any other software or firmware, specifications, materials, algorithms, methods, and any other items to be delivered by the Pilot to the Company resulting from the performance of Services under the Agreement.

“Documentation” means general documentation provided by Company which include information and instructions for the Pilot to observe with regards to the performance of Service under the Agreement, including, but not limited to, Drone, equipment, Flight and Aerial Data requirements.

“Intellectual Property” means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, rights in logos and get-up, inventions, Confidential Information, model & design rights, all as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property Rights shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

“Flight” shall mean an aerial inspection or capturing Aerial Data using a Drone by a Pilot, including but not limited to thermal or multispectral scans.

“Operation” may consist of one or more or a series of Flights at the Site as agreed by the Parties, including relevant preparations of it, in accordance with the performance of the Services under the Agreement for which the Pilot is appointed by Company for a specific Project.

“Pilot” shall mean the contracting Party hired by the Company as a freelancer or any employee or subcontractor of it, who must be a Drone licensed professional or legal entity; whereby each Pilot is appointed to carry out one or more Operations and must fulfil the requirements and qualifications as approved and certified by Company in accordance with the terms and conditions of the Agreement.

“Project” means any project in relation to a Customer for which Company is requested, from time to time, to have a Pilot carry out one or more Operations for one or more Sites as agreed by the Parties.

“Purchase Order” means an act of entering into a specific transaction for the provision of Services by the Pilot with specific commercial terms as agreed by Parties and subject to the terms and conditions of the Agreement, on the Sitemark Platform or in the format as provided by Supplier, either via document, email, or in any other form the Parties may agree.

“Services” shall mean any service offering agreed by the Parties pursuant to the Agreement as provided by Pilot to Company, including relevant preparations of it and may be specified in further detail in the Documentations, a statement of work or any other written agreement between the Parties.

“Site” the geographical area or premises of which the Aerial Data shall be collected as set forth in the Agreement or as other agreed in writing by the Parties.

“Taxes” means any value-added tax (VAT), sales tax, income tax, consumption tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

2. Application

These General Terms and Conditions apply between the Parties, unless otherwise agreed between them in writing in the Agreement or otherwise in writing.

3. Services and Deliverables

3.1. Company is hiring the Pilot as an independent Pilot, and not as an employee, to provide the Services and Deliverables in accordance with the Documentations and instructions as provided by Company to Pilot and subject to the conditions of the Agreement. The Company does not guarantee a minimum amount or frequency of Services. The



requested Deliverables shall be provided to Company at the end of an Operation or as otherwise agreed by the Parties.

3.2. The Pilot shall be fully responsible for the preparation, planning and provision of Services and Deliverables and provide all expertise, skills, tools, personnel, resources, facilities, management, labour, and equipment necessary for the performance of the Services. The Services may be subject to reasonable modifications by Company, at any time, upon notice to the Pilot through a change request. The Pilot shall appoint sufficient and qualified personnel to perform the Services. The Pilot shall ensure that during the term of the Agreement and during any Project it is at all times represented by a competent representative as Company's first point of contact.

3.3. Upon reasonable request of Company and to the extent allowed by Applicable Laws, Pilot or any other key personnel involved in the relevant Project shall, within due time, provide evidence of its identity, licenses, competences and experiences or other information required and necessary for the performance of the Services and compliance with Applicable Laws.

3.4. Parties will carry out the Agreement in such a way that the contractual provisions of the agreements between Company and the Customer can at all times be accomplished.

4. Purchase Order

4.1. For each Project and/or Operation, as the case may be, Company will submit to Contractor a Purchase Order. The Pilot shall review and indicate its acceptance, by submitting a duly signed copy of the Purchase Order to Company within three (3) business days of its receipt. Without such acceptance the Purchase Order is considered to be void, unless otherwise agreed by the Parties. Each Purchase Order shall be deemed to be a separate agreement between the Parties, subject to the conditions of the Agreement. The Pilot will not enter into a Purchase Order for a country if it cannot comply with the Applicable Laws.

4.2. Company may, for any reason, without incurring any costs, expenses or compensation, cancel a Purchase Order, or any related single Service or Operation, not later than fourteen (14) days prior to the commencement of the Services in respect of all or any of the Sites. In such a case, Company will reimburse the Pilot for all approved expenses reasonably made in connection with the Purchase Order, upon submission of the documents evidencing such expenditures, limited to ten (10) percent of the agreed Services Fee for the Project, provided and to the extent that the cancellation is not due to a breach of the Contractors' obligations under the Agreement. For the avoidance of doubt, payment of such reimbursement under this Clause shall be the sole and exclusive remedy available to the Pilot in respect of all damages and liabilities of Pilot as a result of such cancellation.

4.3. If the Services have not been materially performed by Pilot in accordance with the Purchase Order due to a failure of the Pilot and provided Pilot could not remedy such failure within (30) calendar days after being notified, the Company shall, in addition to any other remedy, be entitled to cancel the Purchase Order for that Operation without any liability to Pilot and the Pilot will not be entitled to any Service Fee.

5. Drone Requirements

Unless otherwise agreed by the Parties writing, the Drone utilized in performance with any Operation shall be in accordance with Company's minimum hardware requirements as defined in its Documentation.

6. Insurance

The Pilot and each of its subcontractors shall secure and maintain any relevant insurance coverage that is legally required or customary for itself, its representatives, personnel and subcontractors during the Term of the Agreement and until one (1) year after its termination, in particular with respect to cover relevant risks and damages in connection with the performance of the Services under the Agreement and generally available to the Drone business. The insurance shall cover public liability, bodily injury and property damage, product liability and contractual liability, as well as, professional liability, employer liability and third-party liability. Unless otherwise agreed by the Parties, the minimum amount of indemnity for each such insurance policy shall amount to 1,500,000.00 € (one million five hundred thousand Euro) per event and each claim. Pilot shall provide sufficient evidence of such insurance in form of a standard broker's certificate within one (1) month after execution of the Agreement and in any case prior the commencement of the Services. For the avoidance of doubt, no Pilot may

be engaged in an Operation without such insurance coverage and Company shall approve whether the insurance coverage is sufficient for the performance of Services under the Agreement. Company may request additional insurance coverage in connection with the requirements of a Project. Any non-compliance with this Clause (Insurance) shall be considered a material breach.

7. Operations

7.1. Aerial Data

The Pilot shall collect all requested Aerial Data and execute an Operation and each Flight in accordance with Company's instruction and requirements as defined in its Documentation and as agreed by the Parties in the Agreement.

7.2. Site Information

Prior to the commencement of any Operation, the Pilot shall obtain all necessary information about the requested Sites, such as, but not limited to: (i) the presence of any obstruction which may affect the Operation, such as airports, detention houses, nuclear areas, high-tension cables, trees or other structures; or (ii) any other item that could result in a smaller area being scanned or that such area would be unable to be scanned by a Drone. Pilot shall notify Company promptly about such circumstances.

7.3. Constrains and Consent

Company does not guarantee that it is allowed to conduct an Operation. It is the responsibility of the Pilot to check all the legal constraints related to the execution of the Operation.

Pilot shall obtain and comply with all the necessary consents for carrying out and completing the Services for the Operation, included but not limited to, all permissions, approvals, permits or licences required from any relevant country's authority, agency, government and any administration, ministry, department, court, flight association, corporation, airports and air traffic controllers, property owners and other people concerned, in particular for Sites in restricted or no flight zones. Pilot shall only perform the Operation if it has obtained the such consents, approvals or licenses prior the commencement of the Operation. Pilot shall inform Company about such requirements and provide a copy of the received consent, approval or license.

7.4. Minimum Quality Level

The Pilot shall ensure that the Aerial Data is collected at the minimum quality level in accordance with the Documentations provided by Company to Pilot.

If such quality level is not achieved due to a failure of the Pilot, the Pilot shall repeat the respective Services at no additional costs to Company within a period agreed upon with Company.

If the minimum quality level will not be met solely because of adverse weather and/or meteorological conditions within the periods agreed by the Parties Company may agree to that the Operation is performed at a lower quality level.

7.5. Notification

Any changes to the information requested from and provided by Pilot under the Agreement or any other circumstance having an adverse effect on the Services or obligation under the Agreement including but not limited, with regard to the Pilot's license, insurance coverage and subcontractors, the Site conditions and damages or failures of Company shall be promptly notified to Company, with all reasonable assistance to avoid the occurrence of, to mitigate and/or to remedy the damages resulting from any (potential) damage event.

8. Due Performance and Delays

All Services and each Operation shall be performed according to the schedule and within the timeframe as agreed by the Parties. In case of circumstances having a material and adverse effect on the performance of Services causing delays, Parties shall mitigate the effects of such circumstances and delays and reschedule, if necessary, the Services subject to the approval of Customer. If Company and Customer cannot reach an agreement to reschedule the Services before the end of the timeframe as defined by the Parties, then Company may cancel the Services subject to the terms and conditions of Clause (Purchase Order).

9. Acceptance



The relevant Services and all Deliverables that have been made available to Company are subject to the acceptance by Company. Company shall notify Pilot as soon as it becomes aware of any non-compliance with the Agreement. However, Company will be deemed to have accepted the Services and Deliverables provided by Pilot which have not been disputed within six months after they have been invoiced by Pilot to Company and which were performed in compliance with the Agreement.

10. Compensation

10.1. Pilot shall be compensated by Company as defined and structured in the Agreement after completion and acceptance of the Services.

10.2. Upon prior approval by Company, the Pilot will also be compensated for reasonable costs for travel and other additional out of pocket expenses incurred by the Pilot due to the performance of Services under the Agreement on an occasional basis. For such purpose, the Pilot shall submit applicable payment receipts for all such expenses including an expense report as approved by Company.

10.3. For the avoidance of doubt, any other costs and expenses not explicitly agreed by the Parties in the Agreement or otherwise and related to the performance of Services or obligations under the Agreement including the compliance with the Documentations, charges for payment transfer or currency conversion, shall be borne by the Pilot itself to the extent allowed by Applicable Laws.

10.4. Any Taxes on payments to be made pursuant to the Agreement are for the account of the Pilot, unless Pilot provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will appear as separate items on the invoice. If mandatory Applicable Law requires Pilot to withhold any Taxes on payments under the Agreement, the compensation as agreed by the Parties shall be adjusted upwards to reimburse Company for such Taxes. Pilot shall notify Company in writing and in advance of any withholding tax.

11. Payment Term

The payment term for the invoice of the Pilot will be thirty (30) calendar days following receipt thereof. Invoices may be disputed by Company in good faith within such period. Any overdue and undisputed invoice shall be subject to a late payment interest in accordance with Applicable Laws.

12. Invoicing Details

The Pilot shall issue an invoice to Company for the Service only after the Services and Operation were fully performed and all Deliverables were delivered to and accepted by Company in accordance with the Agreement. For the avoidance of doubt, payment by Company of any undisputed invoices in accordance with the Agreement shall not be construed as a waiver by Company to dispute or shall in any way preclude Company from disputing the compliance by the Pilot of all or any of its obligations under the Agreement.

13. Reporting

Upon reasonable request, Company may require Pilot to issue reports or use reporting tools detailing the scope and result of an Operations after its completion or with regard to the equipment used by Pilot. All relevant reports and records shall be kept for at least three (3) years after termination of the Agreement, or for a longer period if required by law. In order to verify the correctness of such reports with respect to the subject matter thereof, Pilot agrees to permit its books and records to be examined maximum once every year during regular business hours upon prior written notice by Company.

14. Warranties

14.1. Each Party warrants and represents (a) to have the legal right and authority to enter into and perform its obligations under the Agreement; (b) that it has full authority to grant the rights granted to the other Party under the Agreement; (c) to perform its obligation under the Agreement in accordance with all Applicable Laws and the terms and conditions of the Agreement.

14.2. The Pilot represents and warrants that: (a) it is duly qualified and licensed to perform the Services and all related obligations and function in accordance with the Agreement, in particular that it has all the required skills, capacity and resources necessary to perform the Services in a proper and timely manner; (b) the performance of its obligations under the Agreement will be in a timely, diligent and professional manner and consistent with applicable industry standards

that may be reasonably expected from a professional person in the same circumstances; (c) it will, at all times, respect all of the applicable obligations or limitations and undertakes to perform the Services in accordance with the instructions and Documentations provided by Company; (d) it uses tools and equipment as required and appropriate for the performance of Services (e) its performance of the Services will not be conducted without any required consent and that such Service are not in any other way invalid, illegal or unenforceable and that the Services do not and will not breach any other third party right or agreement or obligation to which the Pilot is a party; (e) it will leave the Site after completion of the Operation in a condition as it was found.

15. Confidentiality

All Confidential Information disclosed by Company to Pilot may not be shared with any third party without prior written consent of the Company, including any public statements, press release or information for general release concerning its role or that of Company and shall be confidential for the duration of the business relationship and five (5) years after expiration or termination of the Agreement. Trade secrets of the Company shall be subject to the confidentiality obligations of the Agreement at all times so long as the trade secrets remain trade secrets under Applicable Law. Pilot may share Confidential Information with its employees, affiliated companies and subcontractors, professional advisors with a "need to know" and provided they are subject to written confidentiality obligations no less restrictive than the obligations in the Agreement. A consent of Company shall not be required for disclosure to the extent required by any Applicable Laws, judicial process or the rules and regulations of any recognized stock exchange, or to any third party to the extent necessary for the resolution of any dispute arising under the Agreement. The Pilot will immediately return all Confidential Information to the Company upon the termination of the Agreement, without retention of any copies.

16. Data Protection

At all times, Supplier will comply with all Applicable Laws with regard to the protection of personal data including the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Either Party may under the Agreement process contact details (e.g. name, phone number and email) of the other Party's contact persons, personnel related to the handling, administration and fulfilment of the Agreement. Either Party shall, in its role as a data processor, only process the personal data for the purpose and in accordance with the other Party's instructions and the GDPR. However, the Pilot shall at all times refrain from any action (e.g. transfer, modification, copy) regarding any form of personal data or other information of Company saved on the server and systems as provided by Company and may not access such personal data or information without prior consent and instruction of Company.. Any personal data and other information shared by Company with Pilot shall not be disclosed or transferred to any third party or location outside Europe without Company's knowledge and consent.

17. Intellectual Property

17.1. All pre-existing and new Intellectual Property Rights, and all title, interests and any other rights in all such works, either generated by the Company or delivered to Pilot in the performance of its duties under and in the course of the Agreement shall, remain at all times the exclusive property of Company.

17.2. Pilot hereby acknowledges, it is the Parties' mutual intent that the results of Services and Deliverables created under the Agreement are considered to be "work for hire" and all Intellectual Property Right thereto shall atomically vest in and be the exclusive property of the Company. For the avoidance of doubt, any new Intellectual Property Rights and all title, interests and any other rights in all such works generated by Pilot, or jointly by Company and Pilot, during the performance of Services in connection with the Agreement, shall be disclosed, delivered and exclusively owned by or be transferred to Company. All payment for Services under the Agreement are also intended to fully compensate the Pilot for all methods of exploitation of the Intellectual Property resulting from Pilot's Services.

17.3. To such effect, Pilot undertakes to make full and prompt disclosure without compensation of all relevant documents and data to the benefit of Company and shall provide all necessary co-operation to assign, and hereby assigns, to Company its entire worldwide right, title and interest in and to any such created Intellectual Property Right in any



of the forgoing and agrees to assist Company in any reasonable manner in accordance with the Company's instructions to obtain, perfect, execute and enforce such rights. Pilot shall until such rights are fully and absolutely vested in the Company hold them on trust for the Company.

17.4. Additionally, Pilot hereby irrevocably and unconditionally waives all moral or similar rights. Pilot shall ensure that all its personnel, including employees, subcontractors, and agents, Pilots involved in the provision of Services under the Agreement have assigned and waived by written agreement to the Pilot all right, title, and interest and other Intellectual Property Rights to their respective works.

17.5. For the avoidance of doubt, the Pilot has no rights to access or reverse engineer the object code or source code of the software which Company provides to Pilot under the Agreement.

18. Liability

18.1. The Pilot agrees to indemnify and hold harmless the Company, its respective employees, representatives and Customers, against all claims, losses, damage, costs or liability, including taxes and social security contributions, inclusive of interest, penalties, costs, expenses and reasonable attorney fees, which the Company may incur as a result of a breach, including any act or omission, fault or negligence, whether active or passive, by the Pilot of any of its obligations under the Agreement. In such a case, the Pilot will also be liable for any amounts that the Company will need to pay to indemnify the Customer pursuant to the contract with the Customer due to such breach.

18.2. For the avoidance of doubt, the Pilot shall not be liable to Company for damages, claims and non-performance resulting from a Force Majeure event or due to a fault of Company or any other third party not acting on behalf of Pilot.

18.3. Pilot shall be released from its liability towards Company to the extent the Company was compensated by Pilot's insurance broker as defined in Clause (Insurance).

18.4. Under no circumstances will a Party be liable in tort (including for negligence), for any indirect, incidental, consequential, special, exemplary or punitive costs, liabilities or damages, whether foreseeable or not, including but not limited to loss of revenue, loss of profit, damage to goodwill, loss of time or loss of use, third party software or wasted management time.

18.5. Company's total aggregate liability to Pilot or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under a warranty, under statute or otherwise, under or in connection with the Agreement, but excluding damages caused during an Operation, shall be limited to the amount paid or payable by Company under the Agreement. This limitation shall not apply for damages caused during or in connection with an Operation.

18.6. The provisions of this Clause (Liability) shall not apply a) to a failure to comply with confidentiality obligations under the Agreement and applicable data privacy laws, and b) to the extent restricted or prevented by mandatory Applicable Laws that cannot be amended or excluded by contractual waiver such as deliberate acts and fraud.

19. Force Majeure

Neither Party shall be held liable for any failure to perform under the Agreement for the time and to the extent that such due performance or observance of such obligation is temporarily or definitively prevented or delayed by any cause not reasonably foreseeable and beyond reasonable control of such Party, including, but not limited to, due to weather or meteorological conditions or making the provision of Services unsafe, impossible, illegal or adversely affected, as well as power supply shortage, war and other hostilities, civil commotion, accident, trade disputes, strikes or lock-outs, floods, fire, explosion, terror attacks, epidemics and pandemics, acts or restraints of government imposition or restrictions of imports or exports, measures of public or governmental authorities, or any other cause not within the control of the Party concerned. The Party concerned shall forthwith notify the other Party within due time of the nature and effect of such event and both Parties shall, where the same is practicable, use every reasonable endeavour to overcome, minimize and mitigate such effect and to comply with the respective obligation herein contained as nearly as may be in their original form. If the Parties have not reached an agreement to overcome the situation of Force Majeure within thirty (30) after its occurrence, then either Party shall be entitled to terminate the Agreement with immediate effect by giving written notice to the other Party without

any liability for damages resulting from such termination.

20. Termination

20.1. Either Party shall have the right to terminate the Agreement at any time subject to a prior written notice of three (3) months.

20.2. Either Party may, in addition to any other rights and remedies which it may have, terminate the Agreement, or parts thereof, upon serving written notice on the other with immediate effect, in the event of the occurrence of any of the following events:

(a) where the other Party is in material breach of the Agreement, and (if such a breach is remediable) fails to remedy that breach within fifteen (15) calendar days of that Party being notified in writing of the breach; whereby the following, non-exhaustive list of events will be considered as a material breach: (i) Pilot fails substantially and repeatedly to provide its Service in accordance with the Agreement; (ii) the Company fails to pay the undisputed invoices within the agreed payment terms;

(b) if an order is made or a resolution is passed for the winding up or liquidation of the other Party or the appointment of an administrator or receiver to manage the affairs, business, property and assets of the other Party or any similar or analogous action in consequence of debts;

(c) change of control of the other Party, provide such event impairs to performance of obligations under the Agreement.

20.3. Upon a termination of the Agreement, Pilot shall provide to Company all Deliverables generated during the Services and all rights and licenses granted under the Agreement shall cease. Each Party shall delete, destroy or return all Confidential Information of the other Party, except for one copy to the extent and for the duration that the Party is obliged to retain such information in accordance with the Agreement and Applicable Laws.

20.4. The termination of the Agreement for any reason will not affect accrued rights, indemnities, existing commitments until fulfilment or any contractual provision that by their nature are intended to survive termination. Any Party hereto shall not be released from any obligation which, at the time of such termination, has already become due to the other Party prior to such termination.

20.5. In case of termination of the Agreement for cause with immediate effect due to a material breach, the terminating Party shall be entitled, in addition to any other remedies available to it, to all costs, indemnities, compensations, damages, fees and expenses incurred by the terminating party due to such termination.

21. Miscellaneous

21.1. Marketing: Except and to the extent as otherwise agreed under or in connection with the Agreement either Party shall not, without the other Party's prior written consent, use the other Party's logo, trademarks and name; identify or otherwise disclose the other Party in any announcements, publications and advertising, or other media to customers or other parties.

21.2. Subcontractors: Pilot is entitled to use subcontractors to perform its obligations under the Agreement. In such a case, Pilot will remain fully responsible for the performance of these obligations by such subcontracting. Pilot shall ensure that these subcontractors fully respect and are subject to the obligations of the Agreement. Pilot will notify Company about the engagement of a subcontractor in writing prior to the provision of Services and provide the identity of the subcontractor and any other information upon Company's request. Company shall, at all times, be entitled to refuse a subcontractor upon reasonable grounds.

21.3. Exclusivity: Unless explicitly agreed by the Party, no form of exclusivity has been granted to the other Party.

21.4. Independent Contractors: Both Parties are independent contractors under the Agreement. Consequently, nothing in the Agreement is intended or may be construed so as to establish a partnership or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party.

21.5. Notices: Any communication and document must be given in the English and may be delivered electronically (e.g via email or PDF) to the addresses as agreed or indicated by the Parties. E-signature may be applied to the extent permitted by Applicable Laws. All notices



required or permitted to be given in writing in accordance with Agreement may be sent by email but shall also be submitted by registered mail.

21.6. **No Waive:** No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy. Any waiver must be in writing.

21.7. **Assignment:** The Agreement is binding upon and inures for the benefit of the successors of the Parties but may not be assigned, except with the prior written consent of the other Party which shall not be unreasonably withheld. Such prior consent is not required for Company with respect to the assignment to an Affiliate of Company, to the funders or lenders by way of security for the performance of all or any of its obligations to the funders or lenders, in case of a merger or acquisition of Company by a third party.

21.8. **Severability:** The invalidity or non-applicability of one or more of the provisions or phrases included in the Agreement, will in no way affect the validity of the other conditions. It also does not in any way constitute a reason for termination of the cooperation. The Parties must then use all reasonable endeavours to replace the invalid or non-applicable provision by a valid and applicable substitute provision the effect of which is as close as possible to the intended effect of the invalid or non-applicable provision.

21.9. **Non-compete:** In order to protect the commercial interests of the Company, Pilot may not at any time directly or indirectly, without the prior written consent of the Company: a) induce or attempt to induce any employee, agent, consultant or former employee or agent of the Company to leave the employment of the Company; or hire any such employee, agent or former employee or consultant in any business or capacity b) actively request any specific Customer of Company to withdraw, curtail, or cancel its business with the Company c) in competition with the Company engage or contract any direct Customer or prospect of the Company, except for any products and services that are different from the products and Services provided under the Agreement. This restriction is geographically limited to the countries

where Company conducts or has the intention to conduct its business. This restriction survives the termination of the Agreement for a maximum period as permitted by Applicable Law, but no less than for two (2) years.

21.10. **Amendments and Conflicts:** No variation and amendment of the Agreement is valid unless it is in writing and signed by each Party. In the event of contradictions or conflicts between the Agreement, its Annexes and any other document incorporated into the Agreement the more specific or deviating provisions in the Agreement will prevail over its Annexes and the General Terms and Conditions. For the avoidance of doubt, and unless otherwise explicitly agreed by the Parties the following order of precedence shall apply a) Purchase Order b) the Agreement including its Annexes c) these General Terms and Conditions.

21.11. **Original:** Any reproduction of the Agreement made by reliable means, such as photocopy, PDF, or facsimile, is considered to be an original.

21.12. **Dispute Resolution:** At all times, Parties shall endeavour in good faith to resolve any dispute arising out the Agreement by amicable solutions. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.

21.13. **Governing Law and Jurisdiction:** The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide. If the compliance with the Applicable Laws by the Pilot will have to be assessed under local laws, then the law of the country shall apply, where the Services and Operations are performed. In the event of any proceeding or litigation arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success.