

STANDARD TERMS AND CONDITIONS FOR SERVICES PROVIDED BY CONVOTIS ROMANIA SRL

- 1 Application Objective: Entering contracts
  - 1.1 CONVOTIS shall provide services based on these Standard Terms and Conditions and based on the individual contract. The standard terms and conditions of the client are not applicable even if they are specified by the client within a standard order or in relation to an order and/or CONVOTIS does not expressly rejects such terms and conditions of the client.
  - 1.2 In case of contradictions between the Standard Terms and Conditions and the individual contract, the latter will prevail. In case there are multiple documents, the following prevailing order shall apply: the individual contract, CONVOTIS Terms and Conditions, the request for quotation from the client and/or the quotations.
  - 1.3 These Standard Terms and Conditions and the individual contract will be deemed as being the whole agreement between the client and CONVOTIS regarding the scope of the services provided by CONVOTIS. Any contrary previous agreements or arrangements will not be valid; they will be deemed as replaced by these Standard Terms and Conditions and by the individual contract.
  - 1.4 The amendments to the individual contract will not be valid except in case they are agreed in writing. The undertaking of the obligations on behalf of the company CONVOTIS will require the signature of an CONVOTIS representative authorized to represent the company. Any representations made within quotations, acceptances, letters of acknowledgment or any type of correspondence will not bind the company CONVOTIS unless they were expressly agreed in the individual contract. Waiving this requirement regarding the written form shall be done irrevocably also in writing.
- 2 Range of services and providing the services
  - 2.1 CONVOTIS undertakes to provide services that involve a reasonable effort. The services will be limited to the specifications that are mandatory in the question.
  - 2.2 The client will order services from the company CONVOTIS based on the employed time and materials excepting the case when the parties agreed otherwise. In case it was agreed to do the invoicing based on days-person, one day-person, including the travel time, will be deemed as representing 8 hours of work to be done between 8.00 a.m. and 6.00 p.m. Monday to Friday.

TERMENI SI CONDITII STANDARD PENTRU SERVICIILE PRESTATE DE CONVOTIS ROMANIA SRL

- 1 Obiectul aplicatiei; incheierea contractelor
  - 1.1 CONVOTIS va furniza servicii pe baza acestor Termeni si Conditii Standard si pe baza contractului individual. Termenii si conditiile standard ale clientului nu sunt aplicabile, chiar daca acestea sunt specificate de catre client intr-o comanda standard sau in legatura cu o comanda si/sau CONVOTIS nu respinge in mod expres astfel de termeni si conditii ale clientului.
  - 1.2 In cazul aparitiei unor contradictii intre Termenii si Conditii Standard si contractul individual, acesta din urma va prevala. In cazul existentei mai multor documente, se va aplica urmatoare ordine: contractul individual, Termenii si Conditii CONVOTIS, cererea de oferta a clientului si/sau ofertele.
  - 1.3 Acesti Termenii si Conditii Standard cat si contractul individual vor fi considerate a constitui intregul acord dintre client si CONVOTIS cu privire la continutul serviciilor furnizate de catre CONVOTIS. Orice intelegeri precedente contrare sau aranjamente verbale nu vor fi valabile; ele vor fi considerate a fi inlocuite de prezentele Termeni si Conditii Standard si de contractul individual.
  - 1.4 Amendamentele la contractul individual nu vor fi valabile decat in cazul in care se va conveni asupra lor in scris. Asumarea obligatiilor pe seama companiei CONVOTIS va necesita semnatura unui reprezentant CONVOTIS autorizat sa reprezinte compania. Orice declaratii in oferte, acceptari, scrisori de confirmare sau orice al tip de corespondenta nu vor obliga compania CONVOTIS decat daca asupra acestora s-a cazut de acord in mod expres in contractul individual. Renuntarea la acesta cerinta privind forma scrisa se va face irevocabil tot in scris.
- 2 Gama de servicii si furnizarea acestora
  - 2.1 CONVOTIS se obliga sa asigure servicii care presupun un efort rezonabil. Serviciile se vor limita la specificatiile obligatorii in cauza.
  - 2.2 Clientul va comanda servicii de la firma CONVOTIS pe baza de timp si materiale consumate cu exceptia cazului cand partile au convenit altfel. Daca s-a convenit ca facturarea sa se faca pe baza zile-om, o zi om, incluzand timpul de transport, va fi considerata a reprezenta 8 ore care trebuie lucrate in intervalul 8 am – 6 pm de luni pana vineri.

The obligation of providing services does not apply in case of legal holidays at the place where the services are provided.

2.3 CONVOTIS shall provide the services at its discretion by means of its employees or subcontractors, meaning by its project team. CONVOTIS is entitled to replace part of the project team or the whole team. The replacement shall be notified to the client at least 3 weeks in advance.

2.4 CONVOTIS shall provide the services mainly at the officially registered headquarters. If necessary, the parties will enter an agreement for the supply of services at client headquarters. The client is entitled to request CONVOTIS in writing certain amendments regarding the services agreed upon in the contract. Such amendments shall be checked by CONVOTIS regarding feasibility, necessary time and involved costs and the results shall be notified to the client. The expenses borne in relation to this checking may be invoiced to the client at the actual cost. Any deadlines agreed between CONVOTIS and the client will be reasonably delayed in this case.

2.5. CONVOTIS will take into account such amendments regarding delivery of services inasmuch as it is reasonably expected from CONVOTIS to do this, especially regarding the involved expenses and the timescale and inasmuch as there is an agreement in writing regarding the related remuneration and any other amendment clause. The remuneration for the additional expenses will be based especially on the contract provisions and, in case there are no such provisions, it will be based on the up-to-date price list of the company CONVOTIS.

2.6. Any deadlines and periods for the supply of services will not be mandatory unless they were specified in the individual contract.

2.7 In case CONVOTIS shall present the results of its activity in writing, only the report in writing being relevant. Any verbal information, including over the telephone, from CONVOTIS, only confirmed in writing by CONVOTIS.

### 3 The Obligation to Cooperate

3.1 The business relationship between parties and, especially provided by CONVOTIS, requires as essential contract obligations, a close cooperation from the client, which shall support CONVOTIS in providing services as well as possible. The client shall, especially, provide free of charge and within an adequate term, all the facilities and means requested by the CONVOTIS for providing its services.

Obligatia de furnizare a serviciilor nu va exista in cazul sarbatorilor legale de la locul furnizarii serviciilor.

2.3 CONVOTIS va furniza serviciile dupa cum va crede de cuviinta prin intermediul angajatilor sau subcontractorilor sai, adica prin echipa sa de proiect. CONVOTIS are dreptul de a inlocui o parte a echipei de proiect sau echipa in totalitate. Inlocuirea va fi comunicata clientului cu cel putin 3 saptamani in avans.

2.4 CONVOTIS va furniza serviciile in principal la sediul inregistrat oficial. Daca este necesar, partile vor incheia un acord de furnizare a serviciilor la sediul clientului. Clientul are dreptul de a cere CONVOTIS in scris unele modificari privitor la serviciile convenite in contract. Astfel de modificari vor fi verificate de CONVOTIS din punct de vedere al fezabilitatii lor, timpului afectat si costurilor implicate, iar rezultatele vor fi comunicate clientului. Cheltuielile suportate in legatura cu aceasta verificare pot fi facturate clientului la cost efectiv. Orice termene limita asupra carora s-a convenit intre CONVOTIS si client vor fi in acest caz amanate in mod rezonabil.

2.5. CONVOTIS va lua in considerare astfel de modificari privind furnizarea serviciilor, in masura in care se asteapta in mod rezonabil ca CONVOTIS sa faca acest lucru, in special in ceea ce priveste cheltuielile implicate si graficul de timp si in masura in care s-a ajuns la o intelegere scrisa referitoare la remunerarea aferenta si orice alta clauza modificatoare. Remunerarea pentru cheltuielile suplimentare va fi in primul rand guvernata de prevederile din contract, iar daca nu exista asemenea prevederi, va fi guvernata de lista de preturi la zi a companiei CONVOTIS.

2.6. Orice termene limita sau perioade de timp pentru furnizarea serviciilor nu vor fi obligatorii decat daca s-au stabilit in contractul individual.

2.7 Daca CONVOTIS va trebui sa prezinte rezultatele activitatii in scris, numai prezentarea scrisa va avea relevanta. Orice informatie verbala, inclusiv telefonica, din partea CONVOTIS nu va fi obligatorie, decat daca s-a confirmat in scris de catre CONVOTIS.

### 3 Obligatia de a coopera

3.1 Relatia de afaceri dintre parti si, in mod special, serviciile furnizate de CONVOTIS, necesita, ca obligatii contractuale esentiale, stransa colaborare a clientului, care va sprijini CONVOTIS in furnizarea serviciilor in cel mai bun mod cu putinta. Clientul, in special, va pune la dispozitie gratuit si in timp corespunzator, toate facilitatile si mijloacele cerute de CONVOTIS pentru furnizarea serviciilor

These involve, among others, office space from the client and the related infrastructure, such as fully operational EDP systems with the possibility of software implementation, printers and telecommunication systems, including telephone and fax, and also the necessary documents, specifying the contract persons.

3.2 The client shall grant to CONVOTIS permanent access to the information necessary to carry out its activities; in addition, it shall provide to CONVOTIS documents and shall instruct its staff to provide the necessary information. It shall automatically inform CONVOTIS in any situation that might affect the efficient provision of services.

3.3 Upon CONVOTIS request, the client shall confirm in writing that the provided information and documents are correct and complete.

3.4. Inasmuch as training of client employees is necessary, the client will be in principle responsible for their performances. CONVOTIS is ready in principle to submit a corresponding offer upon client request.

3.5 In case the client fails to supply the agreed services or to comply with the agreed organizational requirements, any consequences resulting from this, such as additional services and delays will be borne by the client. CONVOTIS is entitled to invoice to the client any additional expenses. All the obligations specified under this section will be deemed as main essential obligations of the client and shall be agreed as such by contract.

#### 4 Organizational Guidelines

4.1 CONVOTIS and the client shall appoint each a person responsible for the project that will be authorized to involve the liability of the represented party. Such contact person will be replaced by another one only for justified reasons. A deputy of the representative shall be appointed, having similar authorities.

4.2. Any divergency in the opinions of the parties shall be in principle approached initially internally in order to reach a mutual agreement. In case of divergences regarding technical or legal issues, the client and CONVOTIS shall try initially to reach an agreement. For this purpose, both parties may propose deadlines according to the circumstances taking into account the agreed timelines. In case of a technical dispute, one may involve an expert in order to reach an agreement. The client and CONVOTIS shall make efforts to comply with the recommendations

sale. Acestea presupun, intre altele, spatiul de birouri de la client si infrastructura respectiva, cum ar fi sisteme pe deplin operationale EDP cu posibilitatea implementarii de softuri, imprimante si sisteme de telecomunicatii, inclusiv telefon si fax, cat si informatiile si documentatia necesare, cu mentionarea persoanelor de contact.

3.2 Clientul va acorda CONVOTIS accesul permanent la informatiile necesare desfasurarii activitatilor sale; de asemenea, va pune la dispozitia CONVOTIS documente si isi va instrui personalul sa asigure informatiile necesare. Va informa CONVOTIS automat in orice situatie care ar putea influenta furnizarea eficienta a serviciilor.

3.3 La cererea CONVOTIS, clientul va confirma in scris ca informatiile si documentele furnizate acestuia sunt corecte si complete.

3.4. In masura in care este necesara instruirea angajatilor clientului, performantele acestora vor fi in principiu responsabilitatea clientului. In principiu, CONVOTIS este pregatita sa prezinte o oferta corespunzatoare, la cererea clientului.

3.5 Daca clientul nu reuseste sa furnizeze serviciile convenite sau sa se alinieze la cerintele organizationale convenite, orice consecinte care deriva din aceasta, cum ar fi servicii suplimentare si intarzieri, vor fi pe cheltuiala clientului. CONVOTIS este indreptatit sa factureze clientului orice cheltuieli suplimentare. Toate obligatiile specificate in aceasta sectiune vor fi considerate obligatii esentiale principale ale clientului si vor fi convenite ca atare prin contract.

#### 4 Ghid organizational

4.1 CONVOTIS si clientul vor numi fiecare cate o persoana responsabila de proiect care sa poata angaja raspunderea partii pe care o reprezinta. Acesta persoana de contact va fi inlocuita cu o alta numai din motive justificate. Va fi numit si un adjunct al reprezentantului, cu puteri asemanatoare.

4.2. Orice divergenta de opinii intre parti va fi de principiu mai intai abordata intern cu scopul ajungerii la o intelegere mutuala. In caz de divergente privind problemele tehnice sau legale, clientul si CONVOTIS incearca mai intai sa ajunga la un acord. In aceasta privinta, ambele parti pot propune termene, conform imprejurarilor si cu luarea in considerare a graficelor convenite. In cazul unei dispute din punct de vedere tehnic, in incercarea de a ajunge la o intelegere se va putea apela la un expert. Clientul si CONVOTIS vor depune eforturi pentru a respecta recomandarile facute de catre expert. Orice costuri

made by the expert. Any incurred costs shall be borne by the default party; if necessary, they will be allotted between the parties according to the agreement.

4.3 CONVOTIS will be entitled to involve companies from within the CONVOTIS group or from third parties as subcontractors, for the fulfilment of its obligations. In this case also, CONVOTIS will be responsible for the obligations undertaken by the contract and will be liable toward the client for providing adequately qualified staff in supplying the services.

4.4 The staff supplying services from CONVOTIS will be subjected solely to instructions and supervision from CONVOTIS. CONVOTIS itself or the person appointed by CONVOTIS will be the only contact person for the client in relation to all issues and complaints.

## 5 Products from third parties

5.1 The procurement of products and services from third parties is in principle the responsibility of the client, excepting the case when it is agreed differently. In as much as the services provided by CONVOTIS require the availability or purchase of hardware or software products and the client is, in principle, responsible for providing such components. In case CONVOTIS takes over the obligations to provide such components based on a separate agreement, this shall be invoiced separately to the client. In relation to standard software provided by a third party, CONVOTIS will act as an agent. In such case, one shall enter a separate contract in writing, such contract being deemed as entered into solely by and between the third party and the client. CONVOTIS will not be liable for any defect that might occur in the standard software supplied by agent services provided by CONVOTIS.

5.2 Any process of training client employees in using the above components will require a separate agreement in writing.

## 6 Reception

6.1 The client will check the activity carried out by CONVOTIS in order to see if the provided services comply with the specifications agreed within the contract and will declare the activity as accepted in case this is in compliance with the contract.

For the meaning of this clause, providing means making an incorporated work available to the client. Acceptance, for the meaning of the contract and according to the legal

suportate vor fi in sarcina Partii in culpa; daca e necesar, acestea vor fi repartizate intre parti conform intelegerii convenite.

4.3 CONVOTIS va fi indreptatit sa apeleze la companii din grupul CONVOTIS sau alte terte parti, in calitate de subcontractanti, in vederea indeplinirii obligatiilor sale. Si in acest caz CONVOTIS va raspunde pentru obligatiile asumate in contract si va fi raspunzator fata de client pentru utilizarea de personal suficient de calificat in furnizarea serviciilor.

4.4 Personalul furnizor de servicii al companiei CONVOTIS va fi exclusiv subiectul instructiunilor si supervizarii CONVOTIS. CONVOTIS insusi sau persoana de contact desemnata de CONVOTIS vor fi singura persoana de contact pentru client in legatura cu toate problemele si reclamatile

## 5 Produsele tertelor parti

5.1 Procurarea unor produse sau servicii de la terte parti este in principiu responsabilitatea clientului, cu exceptia cazului in care se convine altfel. In masura in care serviciile furnizate de catre CONVOTIS necesita existenta sau achizitionarea unor produse hardware sau software, raspunderea asigurarii acestor componente revine, in principiu, clientului. Daca CONVOTIS preia obligatiile asigurarii acestor componente in baza unei intelegeri in principiu separate, aceasta va fi facturata separat clientului. In ceea ce priveste soft-urile standard furnizate de o terta parte, CONVOTIS va actiona ca agent. Se va incheia un contract scris separat de licenta in acest caz, contract care va fi considerat incheiat exclusiv intre terta parte si client. Orice defectiune care poate aparea la software-ul standard furnizat prin intermediul serviciilor de agent asigurate de CONVOTIS nu va fi responsabilitatea CONVOTIS.

5.2 Orice proces de instruire a angajatilor clientului pentru utilizarea componentelor mai sus mentionate va necesita un acord scris separat.

## 6 Receptia

6.1 Clientul va verifica activitatea desfasurata de CONVOTIS pentru a vedea daca serviciile furnizate sunt in concordanta cu specificatiile din conditiile convenite in contract si va declara acceptarea activitatii, daca aceasta este in conformitate cu contractul.

In sensul acestei clauze, livrarea inseamna punerea la dispozitia clientului a unei lucrari incorporate. Acceptarea, in intelesul contractului si a prevederilor legale, inseamna

provisions, means approval of the work as being in compliance with the contract.

CONVOTIS will be authorized to be present at the reception test carried out by the client.

6.2 In case the client fails to fulfill its task to verify and, therefore, its obligation to notify defects, the work will be deemed as accepted even it does not comply with the contract specifications or it has defects.

## 7 Remuneration

7.1 If not agreed otherwise, the remuneration is based on the expenses incurred by CONVOTIS as time and materials based on an applicable CONVOTIS pricelist. The remuneration becomes due immediately after the invoice is issued and has to be paid immediately, without deductions. CONVOTIS is entitled to invoice part of the already supplied services.

7.2 The travel time for the personnel employed by CONVOTIS will be invoiced as 100% of the agreed daily tariffs. In addition, CONVOTIS will invoice to the client also incidental costs at a flat tariff of 20% if not agreed otherwise in writing.

These are deemed to cover all expenses caused by travel (including overnight accommodation), however not including intercontinental flights and communication expenses of CONVOTIS (telephone, fax, mailing), document preparation and similar expenses. The costs acknowledged by the client that are not covered by the tariff of the incidental costs and which were incurred with client agreement shall also be reimbursed by the client. This will include especially payments to third parties for provided services.

7.3. The legal VAT and any other applicable taxes and tariffs shall be added to such prices.

7.4. The client will not be entitled to make deductions from the owed amounts in relation to its claims. This principle does not apply to claims finally agreed or which are not disputable. CONVOTIS will have ownership right on all supplies and services until their full payment. In case of multiple clients, they will be jointly liable. The client is under the obligation to inform all third parties to whom services are provided about the retention right of CONVOTIS over the property title.

## 8 Industrial property rights and copyright

aprobarea lucrării ca fiind în mod esențial în concordanță cu contractul.

CONVOTIS va fi autorizat să fie prezentă la proba de recepție a clientului.

6.2 Dacă clientul nu reușește să-și îndeplinească sarcina de a verifica și prin urmare datorită de a semnala defectele, lucrarea va fi considerată acceptată chiar dacă nu corespunde cu specificațiile stipulate în contract sau prezintă defecte.

## 7 Remuneratia

7.1 Dacă nu s-a convenit altfel, remuneratia este în funcție de cheltuielile pe care le face CONVOTIS sub forma timpului și a materialelor pe baza listei de preturi aplicabile ale CONVOTIS. Remuneratia devine scadentă imediat după emiterea facturii și va fi platibilă imediat, fără deduceri. CONVOTIS are dreptul de a factura o parte din serviciile deja furnizate.

7.2 Timpul de deplasare al personalului folosit de CONVOTIS va fi facturat 100% din tarifele zilnice convenite. În plus, CONVOTIS va factura clientului și costuri incidentale la un tarif fix de 20%, dacă nu s-a convenit altfel în scris. Sunt considerate a acoperi toate cheltuielile ocazionate de deplasări (inclusive sederile peste noapte), neincluzând totuși zborurile intercontinentale, și cheltuielile de comunicații ale CONVOTIS (telefon, fax, expedieri postale) cât și cheltuieli de redactare și cheltuieli similare. Costurile recunoscute de client care nu sunt acoperite de tariful costurilor incidentale și care au fost suportate cu acordul clientului vor fi de asemenea rambursate de către client. Aceasta va include în special și plățile către terțele părți pentru serviciile furnizate.

7.3. Taxa legală pe valoare adăugată și orice alte taxe și tarife aplicabile, se vor adăuga la aceste preturi.

7.4. Clientul nu va fi îndreptățit să facă rețineri din plățile datorate, în contul pretențiilor sale. Acest principiu nu se va aplica cu privire la acele pretenții stabilite în mod definitiv sau care nu au caracter litigios. CONVOTIS va avea drept de proprietate asupra tuturor furniturilor și serviciilor până la plata lor integrală. În cazul mai multor clienți, aceștia vor răspunde în mod solidar. Clientul este obligat să informeze toate terțele părți cărora li se furnizează servicii, despre dreptul de rețenție al CONVOTIS asupra titlului de proprietate.

## 8 Drepturile de proprietate industrială și de autor

8.1 Toate materialele, produsele software și documentația care au fost realizate cu ocazia furnizării

8.1 All materials, software products and documents created while providing services by CONVOTIS shall be created by CONVOTIS personnel employed for provision of services according to CONVOTIS instructions and they will belong to CONVOTIS. In as much as the results of CONVOTIS activity may be subjected to protection as copyright and CONVOTIS has and/or was granted exclusive use right, with the right to grant a license, the client will be granted a non-exclusive and unassignable right to use the results of that activity.

8.2 Regarding the software product susceptible to be protected and the documentation regarding it, created by CONVOTIS for the client during the supply of services agreed with the client, CONVOTIS shall grant the client a non-exclusive and unassignable right to use immediately after the client paid in full all the invoices issued by CONVOTIS. The client may copy the software inasmuch as this is necessary for simultaneous uploads, presentations, running, transfer or storage of software on a single computer. The software and reports, the organization diagrams, drafts, drawings, invoices, etc. may be used only for the purposes agreed within this contract and cannot be published, disseminated or copied without specific agreement from CONVOTIS for each instance (hereinafter called „proper use”). The client shall use the software susceptible of protection and an adequate mode and shall not translate, edit, modify its configuration or do any other modification, including virus cleaning.

8.3 The use of services provided by CONVOTIS is allowed only to the contract partner. The use of services by companies not affiliated to the client requires the agreement in writing between client and CONVOTIS. CONVOTIS is not liable for any damage caused to third parties following an unauthorized transfer of services supplied by CONVOTIS.

8.4 In case the client copies or edits the material provided by CONVOTIS in an authorized manner, it shall ensure that copyrights, name or other notes of the author are also preserved and/or copied.

9 The ownership rights of third parties

9.1 CONVOTIS shall compensate the client on CONVOTIS cost for all claims made against the client in relation to an alleged breach of industrial property rights or copyrights

serviciilor de catre CONVOTIS, vor fi create de catre personalul CONVOTIS folosit pentru furnizarea serviciilor, potrivit instructiunilor CONVOTIS, si vor apartine CONVOTIS. In masura in care rezultatele activitatii CONVOTIS pot face obiectul protectiei sub forma drepturilor de autor si CONVOTIS detine si/sau i-a fost conferit dreptul exclusiv de folosinta, cu dreptul de a acorda licenta, clientului ii va fi acordat un drept neexclusiv si netransferabil de folosinta asupra rezultatelor activitatii in cauza.

8.2 In ceea ce priveste produsul software susceptibil de a fi protejat si documentatia referitoare la acesta creata de CONVOTIS pentru client in cursul furnizarii serviciilor convenite cu clientul, CONVOTIS va acorda clientului dreptul neexclusiv si netransferabil de folosinta a acestora imediat dupa ce s-a efectuat de catre client plata integrala a tuturor facturilor emise de catre CONVOTIS. Clientul poate copia software-ul in masura in care acest lucru este necesar pentru incarcari simultane, prezentari, rulari, transmiteri sau stocari ale software-ului, pe un singur computer. Software-ul, cat si rapoartele, schitele organizationale, drafturile, schemele, facturile, etc. pot fi folosite doar in scopurile convenite in contract si nu pot fi publicate, distribuite sau copiate fara acordul expres al CONVOTIS in fiecare caz (numit in continuare “folosinta corespunzatoare”). Clientul va folosi software-ul susceptibil de protectie in mod corespunzator si nu va traduce, edita, schimba configuratia acestuia sau aduce alte modificari, inclusiv devirusare.

8.3 Utilizarea serviciilor furnizate de catre CONVOTIS este permisa doar partenerului de contract. Utilizarea serviciilor de catre companii care nu sunt afiliate clientului necesita acordul in scris dintre client si CONVOTIS. CONVOTIS nu este raspunzator pentru orice paguba cauzata tertelor parti ca urmare a unui transfer neautorizat al serviciilor furnizate de CONVOTIS.

8.4 In masura in care clientul copiaza sau editeaza materialul furnizat de catre CONVOTIS intr-o maniera autorizata, el va trebui sa se asigure ca drepturile de autor, denumirea sau alte mentiuni ale autorului sunt prezervate si/sau copiate de asemenea.

9 Drepturile de proprietate ale tertelor parti

9.1 CONVOTIS il va despagubi pe client, pe cheltuiala CONVOTIS, pentru toate pretentiile ridicate impotriva clientului in legatura cu o pretinsa incalcare a drepturilor de proprietate industrială sau de autor prevazute de legea romana ca urmare a rezultatelor serviciilor dezvoltate sau

specified by the Romanian law following the results of the services developed or created by CONVOTIS. CONVOTIS shall reimburse to the client all final costs and ascertained damages provided the client notifies CONVOTIS in writing without delay in relation to such claims from third parties and that the client supplies to CONVOTIS all necessary information and adequate support and in as much as CONVOTIS may decide on its own if the claim is to be rejected or one should try to settle it.

9.2. In case of breach of industrial property rights and copyrights, in order to avoid higher claims, however in compliance with clauses 12 and 13, CONVOTIS shall modify or replace the results of its services so that not to breach the industrial property rights and author rights of third parties.

9.3 CONVOTIS will not be liable for breach of the industrial property rights and author rights in case such breach is the result of a change of service results, which was not carried out in full or in part by CONVOTIS or authorized by CONVOTIS. Moreover, CONVOTIS will not be liable for breach of property rights resulting from an use not defined within the contract of the results of supplied services.

## 10 Safekeeping of Documents

10.1 Until full payment of its rights, CONVOTIS is entitled to retain the documents submitted to it in any form; the exertion of this right will not be deemed however as being in good faith if the retention caused damages that are out of proportion high to the damage, not justifiable when joint interests of the parties are involved.

10.2 After settlement of the claims resulting from this contract, CONVOTIS shall submit, upon client request, all the documents and their copies provided by the client for the performance of this contract. This clause will not apply to the correspondence between parties, copies of plain reports, organization diagrams, sketches, lists, calculations, etc. prepared based on this contract. The obligation to submit documents involves that there are no more unsettled claims between the parties.

10.3 CONVOTIS obligation to keep the documents expires 6 months after submitting the last invoice and, regarding the rest, within 3 years for retaining any other documents.

create de CONVOTIS. CONVOTIS va rambursa clientului toate costurile definitive si pagubele stabilite, cu conditia ca clientul sa il fi notificat pe CONVOTIS in scris fara intarziere in legatura cu asemenea pretentii ridicate de terte parti si sa fi furnizat CONVOTIS toate informatiile necesare si sprijinul corespunzator, si in masura in care CONVOTIS poate decide de unul singur daca pretentia se respinge sau se incearca o reglementare a acesteia.

9.2. In cazul incalcarii drepturilor de proprietate industriala si a drepturilor de autor, in vederea evitarii unor pretentii mai mari, dar cu respectarea clauzelor 12 si 13, CONVOTIS va modifica sau inlocui rezultatele serviciilor sale, in asa fel incat sa nu mai fie incalcate drepturile de proprietate industriala si drepturile de autor ale tertelor parti.

9.3 CONVOTIS nu va fi responsabil pentru incalcarea drepturilor de proprietate industriala sau a drepturilor de autor daca o asemenea incalcare este rezultatul unei modificari a rezultatelor serviciilor, ce nu a fost in total sau in parte efectuata sau autorizata de catre CONVOTIS. Mai mult, CONVOTIS nu va raspunde pentru incalcarile drepturilor de proprietate care rezulta dintr-o utilizare nedefinita in contract a rezultatelor serviciilor furnizate.

## 10 Pastrarea in siguranta a documentelor

10.1 Pana la plata integrala a pretentiilor sale, CONVOTIS are dreptul de a retine documentele furnizate acestuia sub orice forma; exercitarea acestui drept nu va fi considerata totusi a fi de buna credinta, daca retinerea a cauzat daune disproportionat de mari clientului, nejustificabile atunci cand sunt la mijloc interese comune ale partilor.

10.2 Dupa reglementarea pretentiilor decurgand din contract, CONVOTIS va preda, la cererea clientului, toate documentele si copiile acestora puse la dispozitia sa de catre client cu scopul indeplinirii obiectului contractului. Aceasta clauza nu se va aplica pentru corespondenta dintre parti, copiile unor simple rapoarte, schemele organizationale, schite, listari, calculatii, etc. pregatite in baza contractului. Obligatia predarii documentelor presupune ca intre parti nu mai exista pretentii nerezolvate.

10.3 Obligatia CONVOTIS de a pastra documentele expira in termen de 6 luni de la transmiterea ultimei facturi, iar in ceea ce priveste restul, in termen de 3 ani pentru retinerea oricaror altor documente.

## 11 Conformitatea cu Euro

## 11 Euro conformity

11.1 CONVOTIS guarantees that the results of its services are Euro conforming as long as all client systems and products and services from third parties used in relation to these results are also Euro conforming. For the meaning of this contract, Euro conformity means that the results of the services correspond to the legal provisions regarding the adopting of Euro currency as single currency and can generate currency translations with a correct conversion result for all member states.

11.2 If not agreed otherwise in writing, CONVOTIS shall not undertake any obligation based on this contract to check client systems regarding Euro conformity, as specified under section 11.1 above, or to cause such conformity. In order to allow CONVOTIS to fulfill in an irreproachable mode the obligations agreed separately with the client, the client shall provide to CONVOTIS, before submitting the order, all the necessary information regarding the employed hardware and software, and those regarding services and products from third parties which do not comply in full or in part with Euro requirements or are not in the desired form. In case the client fails to provide such information, CONVOTIS will not be liable for any consequences regarding the fulfilment of the contract obligations toward the client.

## 12 Warranty

12.1 CONVOTIS guarantees that its services will be provided by qualified personnel with reasonable care and in an adequate manner.

12.2 The client is under the obligation to check immediately after delivery if such services comply with the contract or if there are other faults. The faults regarding services have to be notified without delay to CONVOTIS, in writing. (See also clause no. 6).

12.3 CONVOTIS has no obligation to ensure guarantee for its services in case their nonconformity is caused by a modification of the services, not carried out by CONVOTIS or not authorized by CONVOTIS.

12.4 In case during the works required by the demands related to guarantee it is ascertained that there are no reasons for claims from the client, CONVOTIS is entitled to invoice any related expenses regarding time and employed materials, based on the agreed prices.

12.5 In case the client submitted complaints regarding the service guarantee to CONVOTIS, the client has to prove

11.1 CONVOTIS garanteaza ca rezultatele serviciilor sale sunt conforme Euro in masura in care toate sistemele clientului, cat si produsele si serviciile tertelor parti folosite in legatura cu aceste rezultate sunt, de asemenea, conforme Euro. In intelesul prezentului contract, Conformitatea Euro inseamna ca rezultatele serviciilor corespund cu prevederile legale privitoare la trecerea la moneda Euro ca moneda unica si pot genera translatii ale monedei, cu un rezultat corect al conversiei, pentru toate statele membre.

11.2 Daca nu s-a convenit altfel in scris intre parti, CONVOTIS nu isi va asuma nici o obligatie in baza acestui contract de a verifica sistemele clientului cu privire la conformitatea Euro, asa cum se prevede in articolul 11.1 de mai sus, sau sa cauzeze o astfel de conformitate. Pentru a permite CONVOTIS sa isi indeplineasca intr-o maniera ireprosabila obligatiilor stabilite separat cu clientul, clientul ii va asigura CONVOTIS, anterior plasarii comenzii, toate informatiile necesare referitoare la hardware-urile si software-urile utilizate, cat si referitoare la serviciile si produsele tertelor parti care nu corespund cerintelor Euro partial sau integral, sau nu sunt in forma dorita. Daca clientul nu furnizeaza aceste informatii, CONVOTIS nu va fi raspunzator pentru orice consecinte referitoare la indeplinirea obligatiilor contractuale catre client.

## 12 Garantia

12.1 CONVOTIS garanteaza ca serviciile sale vor fi furnizate de catre personal calificat, cu grija rezonabila si intr-o maniera adecvata.

12.2 Clientul va fi obligat sa verifice imediat dupa livrare daca aceste servicii sunt in conformitate cu contractul sau daca au alte defecte. Defectiunile referitoare la servicii trebuie comunicate CONVOTIS fara intarzierea si in scris. (De vazut si clauza nr. 6).

12.3 CONVOTIS nu este obligat sa asigure garantia serviciilor sale daca caracterul necorespunzator al acestora este cauzat de o modificare adusa serviciilor care nu a fost facuta de catre CONVOTIS sau nu a fost autorizata de CONVOTIS.

12.4 Daca in timpul lucrarilor impuse de cererile de garantie se dovedeste ca nu exista motive de revendicari ale clientului, CONVOTIS este indreptatit sa factureze orice cheltuieli aferente, privitoare la timpul si materialele utilizate, pe baza preturilor convenite.

12.5 Atunci cand clientul face reclamatii referitoare la garantia serviciilor catre CONVOTIS, acesta trebuie sa dovedeasca in orice moment existenta defectului serviciilor



at any time the existence of a fault in the service, as of the time when the services were provided. The claims regarding guarantee made in court have to be submitted within six months from service delivery.

12.6 In case a guarantee obligation is established for CONVOTIS, CONVOTIS may decide, upon its discretion, to replace or improve the service. Any other repairs based on the guarantee (reduction of price, contract rescinding) are excluded. The client shall provide the reasonable necessary support to CONVOTIS in removing the faults and, especially upon CONVOTIS request, it shall submit immediately to CONVOTIS the fault object and the form it was used when the fault occurred and shall submit to CONVOTIS the time recording and uploading corrections provided by CONVOTIS.

12.7 No other guarantee will be provided in relation to the services to be supplied by CONVOTIS.

12.8 Obvious nonconformities, such as typos, calculation errors or any other faults can be removed by CONVOTIS at any time.

12.9 The guarantee provisions stipulated under clause 12 Standard Terms and Conditions regarding guarantees shall apply also to faults regarding property right. The period for raising guarantee claims shall start upon delivery also in case of other defects occurred.

### 13 Liability

13.1 CONVOTIS will be liable toward the client for caused damages only inasmuch as they can be assigned to CONVOTIS based on intentional or gross negligence. Liability for any loss of profit is expressly excluded.

13.2 CONVOTIS liability for any incidental damages caused by a fault is excluded.

13.3 This limitation regarding liability is applicable to all damage complaints, regardless their legal base and, especially, regarding pre-contractual or ancillary complaints.

13.4 Any compensation complaint against CONVOTIS has to be submitted within 6 months from the occurrence of the damage. The proof of the damage caused by CONVOTIS and of CONVOTIS fault has to be provided by the client.

13.5 In case of a compensation claim against CONVOTIS because of a fault of a service provided by CONVOTIS, CONVOTIS is free to correct that fault and, upon its discretion, to replace or improve the service.

la momentul furnizarii lor. Revendicarile legate de garantie facute in instanta trebuie depuse in termen de sase luni de la livrarea serviciului.

12.6 Daca se stabileste o obligatie de garantie a CONVOTIS, CONVOTIS poate, la alegerea sa, sa inlocuiasca sau sa imbunatateasca serviciul. Orice alte reparatii in baza garantiei (reducerea pretului, rezolutiunea contractului) sunt excluse. Clientul va acorda sprijinul rezonabil necesar CONVOTIS in remedierea defectelor si in special la cererea CONVOTIS va transmite imediat CONVOTIS obiectul defectului in forma in care acesta a fost folosit atunci cand a survenit defectul si va remite CONVOTIS inregistrarea de timp si corectiile de incarcare puse la dispozitie de CONVOTIS.

12.7 Nici o alta garantie nu va fi asigurata in legatura cu serviciile care vor fi furnizate de catre CONVOTIS.

12.8 Neconformitatile evidente precum greselile de dactilografie, erorile de calcul sau orice alte defecte pot fi remediate de CONVOTIS in orice moment.

12.9 Prevederile de garantie stipulate in Clauza 12 Termenii si Conditiiile Standard referitoare la garantii se vor aplica de asemenea asupra defectelor privind dreptul de proprietate. Perioada de revendicare a pretentiilor de garantie va incepe de la livrare si in cazul aparitiei unor defecte.

### 13 Raspundere

13.1 CONVOTIS va raspunde fata de client pentru pagubele cauzate numai in masura in care acestea pot fi atribuite CONVOTIS pe temei de rea intentie sau neglijenta grava. Raspunderea pentru orice pierderi de profit este exclusa in mod expres.

13.2 Raspunderea CONVOTIS pentru orice daune indirecte cauzate de un defect este exclusa.

13.3 Aceasta restrictie privind raspunderea este aplicabila pentru toate reclamatii de daune, indiferent de temeiul lor legal, si in special in ceea ce priveste reclamatii precontractuale sau auxiliare contractului.

13.4 Orice reclamatii de despagubiri facute impotriva CONVOTIS trebuie prezentate in termen de 6 luni de la producerea pagubei. Dovada pagubei si a vinei CONVOTIS trebuie furnizata de catre client.

13.5 Daca se va face o cerere de despagubire impotriva CONVOTIS din cauza aparitiei unui defect de serviciu furnizat de CONVOTIS, CONVOTIS este liber sa remedieze acel defect, si la alegerea sa inlocuiasca sau sa imbunatateasca serviciul.

13.6 The client is not entitled to transfer to a third party services provided by CONVOTIS or to make available to such third party that service in any other mode. The services provided by CONVOTIS can be used only by the contract partner. Any use of those services by companies not affiliated to the client requires the agreement in writing between client and CONVOTIS. CONVOTIS is not liable for any damage to third parties in case the transfer to it of services supplied by CONVOTIS did not comply with the contract terms.

13.7 CONVOTIS has no obligation regarding information provided over telephone or any other verbal information.

#### 14 Attracting Personnel

14.1 The contract parties will strive permanently to ensure mutual loyalty. The client, especially, undertakes not to actively attract CONVOTIS employees. In case of breach of this obligation, the client undertakes to pay a penalty (regardless the fault) in amount of 6 gross monthly salaries of the involved employee. The penalty will not setoff any compensation claim. CONVOTIS will be still entitled to claim any other proved damages. The client undertakes to inform CONVOTIS in case it intends during the performance of this contract to recruit or hire any CONVOTIS employee involved in the performance of the obligations resulting from this contract. This clause applies also in case the recruitment or hiring is done by a third party for the client.

#### 15 CONFIDENTIALITY

15.1 For the purposes of this contract, „confidential information” means data, information and software disclosed mutually by the involved parties or which one of the parties obtains from the other party based on the business relationship entered into by them. Such confidential information include, among others, without limitation, data and information of any kind, regardless if communicated verbally, in writing and/or by electronic means, regardless the nature of the sender in the last two cases above.

15.2 The above provisions do not apply:

- a) in case confidential information are or become public without the fault of any of the contract parties; or
- b) are legally disclosed to one of the parties by a third party, without breaching any confidentiality clause; or

13.6 Clientul nu are dreptul de a transfera serviciile furnizate de catre CONVOTIS catre o terta parte sau sa puna la dispozitia acesteia serviciul respectiv in orice alt mod. Utilizarea serviciilor furnizate de CONVOTIS poate fi facuta exclusiv de catre partenerul contractual. Orice utilizare a acestor servicii de catre companii care nu sunt afiliate clientului va necesita acordul in scris dintre CONVOTIS si client. CONVOTIS nu va raspunde pentru nici o paguba a unei tertre parti, daca transferul de catre aceasta a serviciilor furnizate de CONVOTIS nu a respectat termenii Contractului.

13.7 Nici o obligatie nu revine CONVOTIS pentru informatiile furnizate la telefon sau orice alte informatii verbale.

#### 14 Atragerea personalului

14.1 Partile contractante vor face efortul permanent de a asigura loialitatea reciproca. Clientul, in special, se obliga sa se abtina de la atragerea in mod activ a salariatilor CONVOTIS. In cazul incalcarii acestei obligatii, clientul se obliga sa plateasca o penalizare (indiferent de vina) in suma de 6 salarii brute lunare ale angajatului implicat. Penalizarea nu va compensa nici o pretentie de despagubiri. CONVOTIS va ramane indrepatatit sa ceara orice alte daune dovedite. Clientul se obliga sa informeze CONVOTIS daca acesta preconizeaza ca pe parcursul derularii acestui contract sa recruteze sau angajeze orice salariat al CONVOTIS care a fost implicat in indeplinirea obligatiilor decurgand din prezentul contract. Acesta clauza se aplica si daca recrutarea sau anagajarea se va efectua pentru client de catre o terta parte.

#### 15 Confidentialitate

15.1 Pentru scopurile urmarite prin prezentul contract prin „informatii confidentiale” se inteleg datele, informatiile si software-ul care sunt dezvaluite reciproc de catre partile implicate sau pe care una din parti le obtine de la cealalta parte in baza relatiei de afaceri incheiata cu aceasta. Astfel de Informatii Confidentiale includ, printre altele, in mod nelimitativ, date si informatii de orice natura, indiferent daca au fost comunicate verbal, in scris si/sau electronic, in ultimele doua cazuri indiferent de natura transmitatorului.

15.2 Prevederile de mai sus nu se aplica:

- a) daca informatiile confidentiale sunt sau devin publice fara vina uneia dintre partile Contractului; sau

c) in case they were developed independently by the client, without using confidential Information; or  
d) they were submitted in writing in order to be publicly disclosed by the contract party disclosing them.

Upon request, however not later than the end of the cooperation relation between the parties, all confidential information has to be destroyed in a provable mode or returned to the other party.

15.3 The parties shall treat confidential information in a strictly confidential mode and shall not disclose them to third parties. The parties may disclose such information to their employees only as long as they need access to them in order to fulfill their obligations specified in their employment contract. The parties are under the obligation to ensure that third parties and their employees will comply with the confidentiality commitment. They shall prove upon request from the other party that the third party accepted the confidentiality clause or a similar obligation. The parties undertake to observe the provisions of the data protection regulation.

## 16 Data protection and electronic mail

16.1 By entering this contract, the client agrees, until revocation of such agreement, that its personal data by used by CONVOTIS for marketing purposes and it agrees that such data be transferred to CONVOTIS affiliates from Romania or abroad.

16.1 With the disclosure of its email address to CONVOTIS, the client agrees expressly, until revocation of such agreement, to receive from CONVOTIS electronic mail (including, without limitation emails) for advertising or other purposes.

## 17 Communications

17.1 Notwithstanding other provisions stipulated in this contract, the client shall allow CONVOTIS to specify publicly the scope of its services provided to the client and to specify the reasons for which the client opted for CONVOTIS services. In case the client approves this in writing, CONVOTIS may also make reference to the solution selected for the client and to publish an outline sketch specifying the reasons for which CONVOTIS was selected, the offered services, the implemented solution and the benefits it provided. Moreover, the client shall take part upon CONVOTIS request at least twice in a program for assessment of customer satisfaction.

## 18 Miscellanea

b) sunt dezvaluite uneia dintre parti de o terta parte in mod legal, fara incalcarea vreunei clauze de confidentialitate; sau

c) atunci cand au fost dezvoltate independent de catre client fara a utiliza informatii confidentiale; sau  
d) au fost dezvaluite in scris pentru a fi facute publice de catre partea contractanta care le divulga.

La cerere, dar nu mai tarziu de incheierea relatiei de cooperare dintre parti, toate informatiile confidentiale trebuie distruse intr-o maniera doveditoare sau returnate celeilalte parti.

15.3 Partile vor trata Informatiile Confidentiale in mod strict confidential si nu le vor dezvalui tertelor parti. Partile pot dezvalui aceste informatii angajatilor lor numai in masura in care acestia trebuie sa aiba acces la ele pentru a-si indeplini obligatiile prevazute in contractul de angajare. Partile au obligatia de a se asigura ca tertele parti si angajatii acestora vor respecta angajamentul de confidentialitate. Ele vor face dovada, la cererea celeilalte parti ca acea terta parte a acceptat clauza de confidentialitate sau o obligatie similara. Partile se obliga sa se supuna prevederilor reglementarilor privind protectia datelor.

## 16 Protectia datelor si posta electronica

16.1 Prin incheierea Contractului clientul este de acord, pana la revocarea unui astfel de accept, ca datele sale personale sa fie folosite de CONVOTIS pentru scopuri de marketing si este de acord ca aceste date sa fie transferate si catre afiliatii din tara sau de peste hotare ai CONVOTIS.

16.1 Odata ce dezvaluie adresa de email catre CONVOTIS, clientul este de acord in mod expres, pana la revocarea unui astfel de accept, sa primeasca din partea CONVOTIS posta electronica (inclusiv dara fara a se limita la e-mail) in scopuri publicitare sau alte scopuri.

## 17 Comunicari

17.1 In pofida altor prevederi stipulate in prezentul, clientul va permite CONVOTIS sa indice in mod public obiectul serviciilor sale catre client si sa precizeze motivele pentru care clientul a ales serviciile CONVOTIS. Daca clientul aproba acest lucru in scris, CONVOTIS poate de asemenea sa faca referiri la solutia aleasa pentru client si sa publice o schita de profil care sa mentioneze motivele selectarii CONVOTIS, serviciile oferite, solutia implementata si beneficiile aduse de acesta. Mai mult,

18.1 CONVOTIS will also be entitled to use any other findings resulted from supplying the services, provided such findings to not relate specifically to client circumstances.

18.2 Without prior agreement from CONVOTIS, the client shall not provide to third parties any findings obtained from the services supplied by CONVOTIS; this shall apply especially in case of activities carried out for third parties.

The customer undertakes the obligation to impose to itself.

18.3 The transfer performance rights and obligations from this contract is not allowed without consent of the other party in case such transfer leads to removal of obligations for the party transferring them.

## 19 Contract Termination

19.1 This contract becomes valid upon being signed by both parties. In principle, all contracts may be terminated early for good and sufficient reasons, assignable to the other party, with a 30-day notice. This means that the other party is in breach of a material clause of this contract and that, despite a warning being issues - excepting the case when such warning is not to be expected because of a serious breach of the contract - such breach continues and the party does not remove the consequences of that breach within a period that usually is not less than 30 days. In case of early termination by CONVOTIS, the payment obligation according to clause 7 shall be maintained in full and the entire remuneration will become due from the actual time of contract termination, without any setoff of the achieved economies or of the incomes that were or could have been achieved. In case of premature termination by the client, the payment obligation to CONVOTIS shall be reduced in proportion to the missing period and relation to the total duration planned according to this contract, namely from the date of termination until the final contract date. Any remuneration already paid cannot be claimed back based on this provision. These provisions will not affect the compensation claims of the party terminating the contract.

19.2 The contracts entered into for an unspecified period can be terminated in writing with a 6-month notice.

19.3 Each party is entitled to terminate this contract in case insolvency procedures are initiated against the other party or if insolvency procedures are rejected based on lack of cost coverage or if the other party ceases its activity, liquidates the business outside the scope of the bankruptcy

clientul va participa la cererea CONVOTIS de cel putin 2 ori intr-un program de evaluare a satisfactiei clientilor.

## 18 Diverse

18.1 CONVOTIS va avea de asemenea dreptul sa utilizeze orice alte constatari obtinute de pe urma prestarii serviciilor, cu conditia ca aceste constatari sa nu faca referire in mod specific la situatia clientului.

18.2 Fara acordul prealabil al CONVOTIS clientul nu va pune la dispozitia tertilor nici o constatare obtinuta in urma furnizarii serviciilor de catre CONVOTIS; acesta se va aplica, in special, si in cazul activitatilor desfasurate pentru terte parti. Clientul isi asuma obligatia de a-si impune siesi.

18.3 Transferul drepturilor si obligatiilor din prezentul nu este permis fara consimtamantul celeilalte parti, daca un astfel de transfer duce la descarcarea de obligatii a partii care transfera.

## 19 Terminarea Contractului

19.1 Contractul va deveni valabil odata cu semnarea lui de catre ambele parti. In principiu toate Contractele pot fi terminate prematur pentru motive bune si suficiente, atribuibile celeilalte parti, cu un preaviz de 30 de zile. Acest lucru presupune ca cealalta parte incalca o clauza esentiala a prezentului contract si, in ciuda emiterii unui avertisment - cu exceptia cazului cand un astfel de avertisment nu este de asteptat din cauza gravitatii incalcarii contractului, continua o astfel de incalcare si nu repara consecintele respectivei incalcari intr-o perioada de timp care de regula va fi de nu mai putin de 30 de zile. In cazul unei terminari premature de catre CONVOTIS, pretentia de plata conform Clauzei 7 va fi mentinuta in intregime; intreaga remuneratie va deveni scadenta de la momentul efectiv al incetarii Contractului fara nici o compensare a economiilor facute sau a veniturilor care au fost sau ar fi putut fi obtinute. In cazul terminarii premature de catre client, pretentia de plata a CONVOTIS va fi partial diminuata proportional cu perioada lipsa in raport cu durata totala planificata in contract, respectiv de la data la care survine terminarea si pana la data finala din contract. Orice remuneratie deja platita nu poate fi revendicata in temeiul prezentei prevederi. Aceste prevederi nu vor afecta pretentiile de despagubire ale partii care termina contractul.

19.2 Contractele care au fost incheiate pentru o perioada nedefinita de timp pot fi terminate in scris cu o notificare de 6 luni in avans.

law or is not in a situation to fulfill its payment obligations according to this contract.

19.4 CONVOTIS may terminate this contract if the client fails to comply in full or in part its cooperation obligations, especially those specified under clause 3, after a notification letter submitted by CONVOTIS, or in case the client has overdue debts for a period of over 14 days and failed to do the payments in full after setting a reasonable deadline following such notification letter.

19.5 The termination of this contract is valid only in case it is made in writing.

## 20 The Segregation Clause

20.1 In case a provision of the contract becomes void or in case of contract omissions, the legal validity of the remaining clauses will not be affected. Instead of the void or omitted provision, one shall deem that the parties agreed upon a valid provision coming as close as possible in economic terms to the results envisaged by the parties.

## 21 Applicable Law and Jurisdiction

21.1 The contract entered into with the client and the Standard Terms and Conditions and all the claims resulting thereof or in relation to it are governed by the Romanian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

21.2 The disputes that cannot be solved in an amicable mode shall be solved by Romanian competent courts.

21.3 The client and CONVOTIS agree to deem the existence, content and result of the procedures as confidential even if this is not stipulated by the applicable legislation.

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19.3 Fiecare parte este indreptătită să termine contractul, dacă sunt inițiate procedurile de insolvență împotriva celeilalte părți sau dacă procedurile de insolvență sunt respinse pe baza lipsei acoperirii costurilor sau dacă cealaltă parte își încetează activitatea, lichidează afacerea în afara sferei de aplicare a legii falimentului sau nu este în situația în care să poată onora obligațiile de plată din contract.

19.4 CONVOTIS poate termina acest contract dacă clientul nu reușește să își respecte parțial sau în totalitate îndatoririle de cooperare, în special cele specificate în Clauza 3, după o scrisoare de notificare transmisă de CONVOTIS, sau dacă clientul are datorii restante pe o perioadă mai mare de 14 zile și nu a efectuat plățile în totalitate, după fixarea unui termen de plată rezonabil ca urmare a unei scrisori de notificare.

19.5 Terminarea Contractului nu este valabilă decât dacă s-a făcut în scris.

## 20 Clauza de segregare

20.1 În cazul în care o prevedere stipulată în prezentul contract devine invalidă sau în cazul unor omisiuni în contract, valabilitatea legală a prevederilor rămase nu va fi afectată. În locul prevederii invalide sau prevederii omise, se va considera că s-a cazut de acord asupra unei prevederi valide care se apropie pe cât de mult posibil în termeni economici de rezultatul dorit de părți.

## 21 Legea aplicabilă și sfera jurisdicției

21.1 Contractul încheiat cu clientul, ca și Termenii și Condițiile Standard și toate pretențiile care decurg din acestea sau sunt în legătură cu acestea sunt guvernate de legea română, cu excluderea Convenției ONU privind vânzarea internațională de bunuri.

21.2 Soluționarea litigiilor care nu au putut fi rezolvate în mod amiabil se va face de instanțele române competente.

21.3 Clientul și CONVOTIS sunt de acord să trateze existența, conținutul și rezultatul procedurilor ca fiind confidentiale dacă nu este altfel stabilit prin legislația aplicabilă.

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