

## General Terms and Conditions (GTC) of the company itix for IT services

### 1. itix

itix is a start-up with the aim of promoting cooperation between Georgia and Europe. The exclusive and certified partner of itix is the sister company LLC IT EXPERTS EUROPE based in Georgia. Employees of LLC IT EXPERTS EUROPE provide IT services for the customer. The employees of LLC IT EXPERTS EUROPE are exclusively Georgian citizens.

### 2. Principles

The co-operation is based on three principles:

Trust, fairness and loyalty For this reason, the parties are referred to as partners in this contract.

The partners deliberately refrain from penalising each other and rely on the principles set out in points 3-5.

### 3. Trust

Trust is the positive feeling and conviction that one can rely on the honesty, integrity and reliability between partners. It means believing that the other partner acts in good faith and fulfils expectations.

The partners trust each other.

### 4. Fairness

Fairness is the principle of equal treatment and justice, in which partners treat each other impartially and without bias. It means that decisions and actions are based on objective and transparent criteria in order to avoid inequalities and ensure equal opportunities.

Fairness aims to offer all parties involved a fair opportunity and a fair share.

The partners treat each other fairly.

### 5. Loyalty

Loyalty is the constant and faithful support or bond between partners. It means remaining reliable and trustworthy in good and bad times and honouring commitments and promises.

Loyalty is based on trust, respect and a sense of belonging.

Partners behave loyally towards each other.

#### 6. Clearing

If the principles set out in points 2-5 are unlikely to be complied with, a clearing should take place immediately between the parties involved. This also applies in particular if there is reason to assume that the interests of a partner are being violated. The parties involved will work out a solution together in clearing in order to fulfil the principles.

The 'clearing' communication channel is defined by the partners in the offer and in the contract.

#### 7. Scope of these GTC

These GTC apply to all contracts for IT services concluded between itix, based in Dresden, Germany, and its customers. The GTC are referenced in the offers and contract-relevant documents.

Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if itix has expressly agreed to their validity in writing.

#### 8. Service description

itix provides IT services, including but not limited to software development, IT project management, IT consulting, IT design, IT architecture, testing and quality assurance and technical support.

The services are provided remotely from Georgia.

Communication with the Georgian employees must be in English.

The exact service description and the scope of the services to be provided will be defined in a separate offer or contract.

#### 9. Assessment

To prevent breaches of contract, itix recommends that the customer carries out an assessment with the proposed employee before concluding a contract. The aim is to check the suitability for the specific customer project.

#### 10. Power of attorney

The employees deployed under this contract are authorised to act within the scope of the technical project work. In individual cases, this authorisation may be excluded in the contract.

The employees are not bound by the customer's instructions. Rather, technical agreements are to be negotiated between the employee and the customer.

Commercial negotiations on a contract are not the subject of this authorisation. These are to be handled in accordance with point 6 Clearing.

#### 11. Hourly contract

Under an hourly-based contract, the IT services provided by itix are invoiced according to the actual hours worked. The customer receives a monthly invoice for the hours worked, which are remunerated in accordance with the hourly rates specified in the contract.

Invoicing takes place at the end of the month on the basis of the recorded working hours.

#### 12. Fixed price contract

In the case of a fixed-price contract, itix and the customer agree on a monthly flat-rate fee for the agreed IT services. Regardless of the actual hours worked, the agreed fixed price is invoiced monthly. The fixed price covers all services specified in the contract.

For cost reasons, itix does not issue an hourly invoice. The customer will share in these savings.

#### 13. Subscription contract

The subscription contract corresponds to points 11. or 12. In addition, a subscription contract is automatically renewed from month to month and the minimum contract term is three months. The customer will share in the savings from reduced bureaucracy.

Additional services over and above the subscription will be charged separately at the agreed hourly rate.

#### 14. Conclusion of contract

A contract between itix and the customer is concluded when itix accepts an order from the customer in writing.

Offers made by itix are subject to change and non-binding, unless expressly agreed otherwise.

#### 15. Remuneration and terms of payment

The remuneration for the IT services is specified in the contract or in the offer. All prices are exclusive of statutory VAT.

Payments are due without deduction within 14 days of invoicing, unless otherwise agreed. If required, itix shall be entitled to demand a down payment of 50% of the monthly remuneration.

#### 16. Obligations of the customer to co-operate

The customer shall ensure that itix is provided with all information, data and access required for the provision of the IT services in good time and in full.

The customer undertakes to support itix to a reasonable extent in the fulfilment of its contractual obligations and to provide all necessary cooperation.

#### 17. Rights

The rights to the work result are transferred to the customer after full payment of the agreed remuneration. Irrespective of this, employees retain the right to utilise the knowledge and skills acquired during the project in other IT projects without restriction.

#### 18. Warranty and liability

itix provides its services with the care of a prudent businessman and in accordance with the current state of the art.

Warranty claims by the customer shall be governed by the statutory provisions, unless otherwise stipulated in these GTC, the offer or the contract. Compensation for damages is always limited to twice the monthly remuneration. The limitation period is one year.

The liability of itix for contractual breaches of duty and tort is limited to intent and gross negligence. This shall not apply in the event of injury to life, limb or health of the customer or in the event of claims for breach of material contractual obligations.

itix only provides IT services. Liability for products, goods, materials or other physical trades not manufactured or supplied by itix itself is excluded. This includes in particular hardware, third-party software and other materials or components provided to the customer by other suppliers or partners.

itix assumes no warranty or liability for the functionality, quality, freedom from defects or safety of products or trades that the customer procures or uses in order to support the services provided by itix. The responsibility for the selection and use of such products and works lies exclusively with the customer.

If itix accesses third-party products or trades in the course of providing its services or integrates them into its services, this shall be done exclusively on the basis of the customer's specifications and instructions. In such cases, the liability of itix shall be limited to the proper execution of the contractually agreed services to the exclusion of any liability for the quality or suitability of the integrated products or trades.

#### 19. Data protection and confidentiality

itix undertakes to treat all information and data of the customer received within the scope of the contractual relationship as confidential and to use these only within the scope of the contractual agreements.

The customer is obliged to transmit personal data to itix only to the extent necessary for the provision of the contractually owed services. The customer guarantees that it has obtained the necessary consent for data processing.

The partners agree to act in compliance with the General Data Protection Regulation of the European Union and the German Federal Data Protection Act. The employees of LLC IT EXPERTS EUROPE are obliged to comply with these two laws.

#### 20. Order data processing (ADV)

itix processes personal data in accordance with point 19. Before processing begins, the partners conclude an order processing contract (AV contract). itix processes the data only

in accordance with the customer's instructions, unless there is a legal obligation to do so. itix takes suitable technical and organisational measures (TOMs). Subcontractors are only used with the consent of the customer and under GDPR-compliant conditions. The subcontractor LLC IT EXPERTS EUROPE has the customer's consent. itix supports the customer in fulfilling the rights of data subjects under the GDPR. At the end of the contract, the data shall be deleted or returned in accordance with the customer's instructions. itix shall be liable for any damage caused by data processing within the scope of the statutory provisions. The amount of liability is limited to two months' remuneration of the contract concerned.

#### 21. Contract term and cancellation

The contract term is specified in the respective contract or offer.

The contract can be cancelled by either party with one month's notice to the end of the month, unless otherwise agreed.

The right to extraordinary cancellation for good cause remains unaffected.

#### 22. Takeover

The direct takeover of an employee by the customer requires the prior written consent of itix. A direct takeover exists if the customer takes over an employee, who was previously provided by itix as part of an employment or service relationship, into its own employment relationship.

#### 23. Placement fee

If an employee is taken on by the customer, a placement fee is payable. This fee is calculated from the average hourly rate of the employee over the last three months, multiplied by a factor of 200.

#### 24. Bypass transactions

Circumventing transactions in which the employee is transferred to the customer's employment relationship via third parties or via an upstream contracting party are also deemed to be direct transfers.

#### 25. Period of validity

Points 22-24 apply to all transfers that take place within 12 months of the employee's last assignment with the customer.

#### 26. Order of documents

In the event of contradictions or ambiguities, the following order of validity applies:

- A. Individual contract
- B. offer
- C. these GTC
- D. statutory provisions

#### 27. Applicable law and place of jurisdiction

All legal relationships between itix and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of itix in Dresden, Germany. However, itix shall also be entitled to sue the customer at the customer's general place of jurisdiction.

#### 28. Final provisions

Amendments and supplements to these GTC must be made in writing. This also applies to the cancellation of the written form requirement.

Insofar as these General Terms and Conditions or a contract provide for the written form, this shall also be deemed to have been complied with by the transmission of declarations by e-mail, unless expressly agreed otherwise.

E-mails are deemed to be written communication if the sender's address can be assigned to a contractually named or other demonstrably authorised person. Receipt by the recipient shall be decisive for the validity of declarations sent by e-mail.

Both parties undertake to regularly check that their e-mail addresses are up to date and to notify the other party of any changes without delay. A change of e-mail address that is not properly notified cannot be asserted against the other partner.

Should individual provisions of these GTC be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed, the effects of which come closest to the economic objective pursued by the partners with the invalid or unenforceable provision.

These GTC are written in German. If translations of these GTC are prepared in other languages, only the German version shall be authoritative.