

Standard Terms and Conditions

01. SCOPE OF CONDITIONS:

Healthy Cities SL (Healthy Cities) will provide consulting services to the Client as mutually agreed upon and described in the following set of terms and conditions together with the scope of work and responsibilities as provided in the document. The terms and conditions stated hereby apply to all tasks performed by each of the Healthy Cities consultants.

02. CONFIDENTIAL INFORMATION

Confidential information includes any information disclosed by any of the Parties either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, and code). Confidential information shall contain all information disclosed, including but not limited to information relating to that Party's products/services, operations, processes, plans or intentions, production information, know-how, copyrights, patents, trademarks, design rights, trade secrets, designs, specifications, market opportunities, existing clients/shareholders, or any communication whether oral or written shared with any third Party, client, stakeholder. Each Party agrees to maintain and handle the information gathered within the scope of the assignment confidentially, unless agreed upon in a case when public disclosure would be mutually beneficial for both Parties. Healthy Cities reserves the right to disclose the basic information about the project as well as the name of the Client in the matter of presenting the company.

03. DATA PROTECTION AND PRIVACY

Any applicable law relating to the processing, privacy, and use of Personal Data, as applicable to either Party or in accordance with the General Data Protection Regulation (GDPR); and/or any corresponding or equivalent national laws or regulations. The Client takes the main responsibility for the data and privacy protection in accordance with GDPR, while Healthy Cities takes the role of processor, as the entity that performs the data processing on the Client's behalf.

04. LIABILITY OF HEALTHY CITIES

Healthy Cities holds no liability for achieving any specific results for the Client, nor a business achievement, but solely a delivery of the services framed by the agreement. Healthy Cities shall be liable only for mistakes or errors caused by his/her own negligence, while the Client holds the responsibility to file a written complaint as soon as the undesired event is identified. In the case of such an event, the liability of Healthy Cities is limited to a maximum amount not exceeding the total costs of the services. Healthy Cities is not responsible for any damage as a consequence of the fault of the Client. In a scenario when a third Party needs to be compensated on account of the assignment, making Healthy Cities the liable Party, it is the obligation of the Client to reimburse Healthy

Cities for the caused loss, on the condition that the liability is not due to the fault of Healthy Cities.

05. INTELLECTUAL PROPERTY RIGHTS

The Client and Healthy Cities acknowledge and agree that both Parties are eligible for unlimited use of the final assignment product for internal purposes. The copyright of the created materials will be agreed in the contract between the Parties and Healthy Cities retains all rights to its intellectual property unless explicitly relinquished in writing. Results are not to be disclosed, directly or indirectly, to any third Party without the previous written authorisation of both Client and Healthy Cities, and provided that such third Party undertakes in writing to comply with the same confidentiality obligations as provided herein. Healthy Cities and the individual authors reserve a right to be properly mentioned and referenced.

06. PAYMENTS AND FEES

The contract amounts and invoicing schedule are detailed in a separate contract. All invoices are to be paid within 30 days and are emitted electronically.

07. CONTRACT TERMINATION, CANCELLATION, & MODIFICATION

Either Party may terminate the contract if the other Party's failure to perform its obligations constitutes a fundamental non-performance or a breach of contract. The intention to terminate must be communicated in writing. If the Client is at fault, the fees due to Healthy Cities shall cover all efforts and resources invested in the assignment up to the date of termination, not exceeding the total cost of the assignment. If Healthy Cities is at fault, the fees due to Healthy Cities shall be a reasonable proportion of the efforts and resources invested in the assignment up to the date of termination, but shall not exceed the total cost of the assignment. No modification of the terms and conditions shall be valid unless in writing and agreed upon by both Parties.

08. RESOLUTION OF DISPUTES

In the event of any controversy, dispute, or claim between the Parties arising out of or related to this Agreement (including but not limited to, claims relating to a breach, termination of this Agreement, or the performance of a Party under this Agreement) whether based on contract, tort, statute or other legal theory, the Parties shall first attempt to resolve a dispute, at the written request of either Party, through discussions between the executive and an authorised senior management representative of the Party. If a dispute is not resolved by the foregoing discussions between the senior management of the Company and the Executive within thirty (30) days, the Parties agree, at the written request of either Party, to submit the dispute to a sole, independent mediator selected by the Parties for the final settlement of the dispute.

09. NON-SOLICITATION OF EMPLOYEES

During the term of the collaboration and for 12 months thereafter, the Client will not, directly or indirectly, recruit, solicit, induce, or attempt to recruit, solicit, or induce, any of Healthy Cities's employees, or contractors for work at another company or organisation, unless provided with written consent from Healthy Cities. In the case of a breach of the non-solicitation agreement, the Client is required to compensate Healthy Cities for the related losses with a fee equal to 6 months of the employee's salary.

10. CASE OF EXTRAORDINARY EVENT (FORCE MAJEURE)

Both Parties shall be excused for failure to provide services to the extent that such failure is directly or indirectly caused by an occurrence commonly known as "force majeure," including, without limitation, delays arising as a consequence of events beyond the control of the Party (e.g. acts or orders of a government, acts of public enemy, riots, embargoes, strikes or other concerted acts of workers or any other causes, circumstances or contingencies that cannot be predicted and avoided by the Party). However, the Party shall use its best efforts to resume the agreed assignment as soon as reasonably possible.

11. OBLIGATIONS

Both Parties are obliged to contribute to the process of assignment completion with respect to their reasonable capacity to perform the required tasks.

11.1 OBLIGATIONS OF THE CLIENT

The Client agrees: to actively participate in the assignment, to deliver the necessary information, to participate in the assignment definition and meetings, to allocate the necessary resources and respect the planning and deadlines. The Client agrees not to take any action or fail to take any necessary action that would unreasonably delay or hinder the progress of the assignment. The Client agrees to inform Healthy Cities promptly of any dissatisfaction with the service provided. Failure to provide such notification within a reasonable time frame, or the continuation of the assignment without such notice, shall be deemed as the Client's acceptance and satisfaction with the services rendered up to that point.

11.2 OBLIGATIONS OF HEALTHY CITIES

Healthy Cities warrants that the services to be provided under this set of terms and conditions shall be performed in a professional manner conforming to the requirements agreed upon and to generally accepted industry standards and practices. The extent to which Healthy Cities will report on the progress of the assignment can involve multiple reporting moments as well as solely the delivery of the final product, based on a mutual agreement of both Parties.



Healthy
Cities.