

# Standard Terms and Conditions of Business for Service Providers

## 1. WHEREAS

**1.1.** Yeeply Mobile, S.L. (hereinafter referred to as "**Yeeply**") is a company with registered office at 46980 – Paterna (Valencia, Spain), Calle Melissa, 45, 5-36. Yeeply's business purpose is the provision of a wide variety of services to its clients (hereinafter referred to as the "**Clients**" or individually as the "**Client**") related with information technologies and the design and implementation of all kinds of digital projects (hereinafter referred to as the "**Digital Projects**"), such as the development of mobile applications, web platforms, software, search optimisation and digital marketing campaigns, updating and/or maintenance of completed projects, etc.

**1.2.** More specifically, Yeeply provides search and selection services for finding the most suitable professionals in order to develop the Digital Projects that its Clients, whether natural persons or legal entities, have an interest in implementing, as well as assistance, coordination, monitoring, and aid with communication throughout the development process so that the selected professional can develop the aforementioned project to the Client's full satisfaction.

**1.3.** Therefore, as part of its business operations Yeeply collaborates with certain professionals or experts in the field of information technology and/or in several related or supplementary areas (hereinafter referred to as the "**Service Providers**" or individually as the "**Service Provider**") who, after an exhaustive filtering and validation process carried out by Yeeply, have accredited their experience, qualification, and technical and human resources necessary for satisfactorily developing the Digital Projects.

Yeeply can thus rely on the most qualified professionals to develop Digital Projects for the benefit of its Clients and, correspondingly, the Service Provider has the opportunity to develop certain Digital Projects that would otherwise not have been available to him.

**1.4.** The aforementioned validation process, carried out by means of Yeeply's own certification method, is intended to guarantee optimum standards of professional competence and quality as to the development of each of the Digital Projects. Once this process has been completed, the professional acquires the position of Service Provider and becomes available to collaborate with Yeeply on a recurring basis in the development of the Digital Projects that may be assigned to him in line with its skills and with the requirements of the Digital Projects under consideration.

**1.5.** As a step prior to its validation by Yeeply, professionals interested in acquiring the position of Service Provider must register in the "Professionals" section within Yeeply's website by filling in the information requested in the form provided for such purpose therein and by accepting the terms and conditions set out in this document.

**1.6.** These terms and conditions shall be deemed standard terms and conditions of business pursuant to Spanish Act 7/1998, of April 13, on the General Conditions for Contracting. These terms and conditions have been worded in compliance with the aforementioned body of law, as well as with Spanish Act 34/2002, of July 11, on Information Society and Electronic Commerce Services and with other relevant regulations in force. More specifically, and for this purpose, be it known that:

- (i) The Service Provider or potential Service Provider does not hold the position of consumer and/or user as defined in Royal Legislative Decree 1/2007, of November 16, which approves both the restated text of the Spanish General Act on the Protection of Consumers and Users and other supplementary legislation, to the extent that the Service Provider or potential Service Provider acknowledges and, where appropriate, agrees with these Standard Terms and Conditions of Business as to the practice of its professional activity;
- (ii) Notwithstanding the position as a professional of the Service Provider or potential Service Provider, these Standard Terms and Conditions of Business have been worded on the basis of the criteria of transparency, clearness, precision, and simplicity set out in the Spanish Act on the General Conditions for Contracting;
- (iii) Due to the fact that this agreement is an electronic agreement and in order to ensure that a fully valid consent is given, YeePLY:
  - a. has enabled on its website (<https://www.yeeply.com/>) a functionality conceived for ensuring that these Standard Terms and Conditions of Business are displayed to the Service Provider or potential Service Provider prior to their acceptance, in order to avoid that the Service Provider accepts them without having the possibility of fully coming to a knowledge of their existence and contents. The aforementioned functionality will allow the Service Provider or potential Service Provider to save and print at will this document in PDF format;
  - b. has designed an electronic contracting procedure that offers the possibility of discontinuing the connection or abandoning the method prior to the acceptance of these Standard Terms and Conditions of Business; and
  - c. has complied, prior to the contracting procedure, with all its previous obligations under the Spanish Act on Information Society and Electronic Commerce Services as supplier of such services, by means of the information provided in the "Professionals" section within YeePLY's website.
- (iv) Once the Service Provider or potential Service Provider has been able to read and understand these Standard Terms and Conditions of Business, he may enter into the business relationship with YeePLY

described herein by jointly accepting each and every one of these terms and conditions by clicking on the acceptance button with the legend "*I have read and accept the standard terms and conditions*" enabled for this purpose in the "Professionals" section within Yeeply's website; and

- (v) Upon the acceptance by the Service Provider or potential Service Provider of these Standard Terms and Conditions of Business, Yeeply will proceed to confirm the receipt of this acceptance to the Service Provider or potential Service Provider by any of the means regarded as lawful under the Spanish Act on Information Society and Electronic Commerce Services.

**1.7.** These Standard Terms and Conditions of Business concern any professional interested in collaborating with Yeeply on the Digital Projects of Yeeply's portfolio, notwithstanding that these Standard Terms and Conditions of Business, excluding these recitals, will only be applicable, as the case may be, once the professional has been validated by Yeeply (i.e. when the professional acquires the condition of Service Provider pursuant to Subsection 1.3 above) and participates in the development of any Digital Project that may have been assigned to the Service Provider by Yeeply.

**1.8.** Should the Service Provider accept these Standard Terms and Conditions of Business on behalf of a legal entity, the Service Provider represents and warrants that it has the necessary capacity to bind such legal entity to the obligations under this document.

## **2. SUBJECT MATTER**

**2.1.** The subject matter of these Standard Terms and Conditions of Business (hereinafter referred to as the "**Framework Agreement**") is to set out the common terms and conditions under which the Service Provider will develop Digital Projects for Yeeply's Clients by means of the Implementation Agreements (as hereinafter defined).

**2.2.** In accordance with the foregoing, the Digital Projects that the Service Provider develops for Yeeply's Clients shall also be governed pursuant to agreements (each of these agreements being relevant to a Digital Project in particular) that will set out the subject matter, delivery deadlines, consideration, and the remainder specific terms and conditions applicable to the Digital Projects (hereinafter referred to as the "**Implementation Agreements**" and individually as the "**Implementation Agreement**"). The aforementioned Implementation Agreements shall adopt the form and content set out in the Implementation Agreement form attached as **Annex 1** to this Framework Agreement.

Consequently, and in order to avoid possible doubts, be it known that, in the development of a Digital Project in particular, the relationship between Yeeply and the Service Provider shall be governed by the provisions of this Framework Agreement, accepted by electronic means via the button enabled to such effect once these Standard Terms and Conditions of Business have

been read, and by the Implementation Agreement relevant to the Digital Project in particular that YeePLY and the Service Provider will enter into prior to starting the development of the aforementioned project.

Likewise, be it known for clarification purposes that the standard terms and conditions of use of YeePLY's website, duly accepted by the Service Provider in its capacity as user of the aforementioned website, will apply in all those matters that do not prejudice or are not incompatible with the provisions under this Framework Agreement and/or the Implementation Agreements, and all this despite the fact that the enforceability of these standard terms and conditions of use may not be referred to in all the provisions of this Framework Agreement in which they may be applicable in order to avoid unnecessary repetition.

- 2.3.** The Implementation Agreements and annexes attached to this Framework Agreement shall form an integral part thereof and shall have the same enforceability. The Implementation Agreements must always be construed pursuant to this Framework Agreement save for the matters specific to the relevant Digital Project in particular, and/or for those matters that may be expressly set out as exceptions and/or that may foresee agreements that prejudice the basic principles of the terms and conditions set out in this document.
- 2.4.** The Service Provider acknowledges that this Framework Agreement and the different Implementation Agreements, if any, are granted or will be granted to the extent that YeePLY has entered into or intends to continue entering in the future into service agreements with its Clients. In this regard, be it known that the precise technical specifications, delivery deadlines of the Digital Projects, and/or certain obligations of the Service Provider under this Framework Agreement and/or the Execution Agreements are consistent with the deadlines/periods and obligations to which YeePLY binds itself under the agreements entered by YeePLY with its Clients.

### **3. BASIC TERMS AND CONDITIONS FOR THE EXECUTION OF THIS FRAMEWORK AGREEMENT**

- 3.1.** The timely and proper development and delivery of the Digital Project is hereby specifically set out as a best endeavours obligation, being thus this Framework Agreement executed under the basic premise that the Digital Project will be implemented satisfactorily by the Service Provider subject to the specifications and deadlines/periods set out in its relevant Implementation Agreement. YeePLY shall therefore be entitled to terminate the Framework Agreement, with the reciprocal reinstatement of the services that the parties may have rendered, should the Digital Project developed not comply with the specifications agreed upon and/or fail to be delivered within the deadlines/periods set forth.
- 3.2.** Should the Client request YeePLY any changes in the Digital Project that, in turn, imply any modification of the characteristics set out in the relevant Implementation Agreement, YeePLY will notify this to the Service Provider so that the Service Provider may evaluate the impact of such changes on the

development of the Digital Project and, if any, on the price and deadlines/periods agreed upon in the Implementation Agreement.

In the event that the Service Provider deems that the implementation of the change requested by the Client entails a higher price and/or an implementation period extension, the former will notify Yeeply the details of the effect of such change within a maximum period of five (5) business days as of the date on which the Service Provider had knowledge of such change. However, the adjustments proposed by the Service Provider as to the cost and/or implementation periods must be coherent with the pricing bracket agreed upon for developing the Digital Project and, in any case, must be expressly accepted by the Client. In such event, Yeeply shall notify their acceptance to the Service Provider. Therefore, the Service Provider shall not be entitled to alter the content of the Digital Project, its implementation periods or delivery deadlines, or the consideration for its development without the Client's prior consent in writing (which may be obtained either directly or through Yeeply).

- 3.3.** Notwithstanding any other matter that may be deemed as basic pursuant to this Framework Agreement, Yeeply shall be entitled to terminate this Framework Agreement and/or claim the relevant legal remedies, under the terms of section 1,124 of the Spanish Civil Code, if the Service Provider fails to comply with any provision regarding the specifications of the Digital Project and/or the delivery deadlines agreed upon.

#### **4. BUSINESS RELATIONSHIP AND INDEPENDENCE OF THE PARTIES**

- 4.1.** The relationship arising from this Framework Agreement (and accordingly from the Implementation Agreements) is of a business nature and shall be governed by the terms and conditions hereof. Consequently, Yeeply and the Service Provider hereby expressly state that they are not related parties for the purposes of governing law, and therefore each of them will fully maintain its independence and separate legal existence. To this effect, any employment (be it standard or special), bundling, association, proxy, agency, or power of attorney relationship between both parties is hereby specifically excluded. Consequently, none of these parties, their employees or their external collaborators or associates may act or appear before any third party as if such relationship between Yeeply and the Service Provider existed, or enter into agreements or undertake obligations on behalf of the other party.
- 4.2.** The Service Provider shall indemnify Yeeply, the Client, and any third party and hold them harmless for all the Service Provider's actions and obligations, as well as any negligent action taken by its staff, holding Yeeply harmless from any penalty, prejudice, or indemnity that Yeeply could face in consequence of the Service Provider's breach of this Framework Agreement and/or the Implementation Agreements, as well as of the standard terms and conditions of use of Yeeply's website.

#### **5. DELIVERABLES**

- 5.1.** The delivery of the Digital Project's final version, once completed pursuant to this Framework Agreement and to the relevant Implementation Agreement, will take place in the format and no later than on the date set out in the aforementioned Implementation Agreement.
- 5.2.** The Service Provider hereby specifically acknowledges that time is of the essence as to the delivery deadlines set out in each Implementation Agreement, as it is deemed by YeePLY and the Client as a basic condition, and thus commits itself to comply with such deadlines in a timely manner and binds itself to use its best endeavours (technical, economic, and human) necessary to ensure its compliance.
- 5.3.** Notwithstanding the foregoing, YeePLY shall be entitled to request the Service Provider to deliver the part of the Digital Project that has been developed up to a certain moment, being sufficient thereat that YeePLY notifies the Service Provider thereto at least seven (7) calendar days prior to the delivery deadline.
- 5.4.** The elements of the Digital Project developed under this Framework Agreement and/or under the Implementation Agreements must be delivered, after carrying out the payment to the Service Provider of the relevant amounts, in the form of individual files in open source code, without black boxes and accessory or complementary libraries in proprietary code. The Service Provider shall, as an example and without limiting the generality of the foregoing, deliver the elements of the Digital Project specified in the relevant Implementation Agreement that, being an integral part of such Digital Project, may be properly grouped together or "packaged".
- 5.5.** Likewise, the Service Provider shall deliver, within the maximum period set forth in the relevant Implementation Agreement, all the technical documentation or that of other nature associated with the Digital Project or that may be reasonably necessary for YeePLY and/or the Client to be able to fully exercise independently their relevant proprietary rights over the Digital Project and, specifically, to be able to make free use of it.

## **6. VALIDATION**

- 6.1.** All deliverables of the Digital Project that the Service Provider may transfer to YeePLY and/or the Client under this Framework Agreement shall be subject to validation by the Client (hereinafter referred to as the "**Validation**") to ensure that the Client may verify their compliance with the specifications agreed upon.
- 6.2.** Validation will occur within a maximum period of seven (7) calendar days as of the Service Provider's delivery deadline. Should the Client fail to notify to the contrary (either directly or through YeePLY) after the aforementioned period, it shall be deemed that the elements of the Digital Project in question have attained Validation by the Client. Nonetheless, the foregoing provision shall be deemed without prejudice to the provisions set out in Subsection 6.3 below and, therefore, the Validation by the Client will not necessarily imply that the Service Provider receives the full consideration for

the development of the Digital Project should, for any reason, the Client fail to pay YeePLY all the fees that the latter must receive for providing its services to the Client.

- 6.3.** Should the Client not validate the elements of the Digital Project delivered under the relevant Implementation Agreement, due either to their noncompliance with the specifications set forth thereon or to the existence of any error or defect in the elements of the Digital Project delivered (hereinafter referred to as the "**Defects**"), the Client will notify (either directly or through YeePLY) the Service Provider thereto in writing within the aforementioned period of seven (7) calendar days. In the event of consecutive deliveries in consequence of the application of this Section, the period of seven (7) calendar days set out will be renewed with each new delivery, and it shall be deemed that the Digital Project has been finally delivered on the date of the last delivery after which no specification or operation non-compliances have arisen. However, the terms and conditions under this Section shall be deemed without prejudice to the actions that YeePLY or the Client may take, as the case may be, due to Defects or to delays in the implementation periods that may arise from the existence of Defects.
- 6.4.** The Defects may consist, without limiting the generality of the foregoing, in the lack of any of the elements specified in the Implementation Agreement, in the existence of black boxes in the elements of the Digital Project delivered, or in faults, bugs, or malfunctions of any kind in the aforementioned elements that prevent their normal operation in accordance with the relevant specifications.
- 6.5.** Should there be any Defects, the Service Provider must rectify such Defects in a timely and efficient manner, at its own expense, provided that their existence has been notified by the Client (either directly or through YeePLY) within the aforementioned period of seven (7) calendar days of the Validation period, all of the foregoing notwithstanding the provisions set out in Section 12 below ("*Termination of the Framework Agreement*").
- 6.6.** Should the Service Provider (i) fail to deliver the final version of the Digital Project within the deadline agreed upon or to obtain the Client's approval on the Digital Project, or (ii) fail to rectify any noncompliance with the specifications within the deadline set forth, YeePLY will be entitled to receive all documentation and effects necessary in order to hire or entrust any third party with the fulfilment of the Digital Project that has not been delivered or delivered with Defects, the Service Provider binding itself to make the entire Digital Project developed up to that certain moment available to YeePLY.

## **7. CONSIDERATION**

- 7.1.** The consideration that the Service Provider will receive for the development of the Digital Project will be the one set out in the relevant Implementation Agreement and will be paid in accordance with the payment schedule set out thereon.

- 7.2.** If applicable, the Value Added Tax or equivalent will be added, at the relevant rate, to the amount of the consideration.
- 7.3.** Nonetheless, the payment of the consideration shall be made provided that YeePLY has previously received from the Client its fees for the services provided by YeePLY to the Client as to each of the milestones agreed upon. Under such circumstances, the consideration of the Service Provider will be paid by YeePLY, by means of bank transfers made to the account provided by the Service Provider or by any other means of payment set out in the relevant Implementation Agreement, upon receipt of each of the invoices that the Service Provider will issue to be borne by YeePLY in accordance with the payment schedule set out in the aforementioned Implementation Agreement.
- 7.4.** In the event that the Client fails to pay YeePLY all the fees arising out of the service agreement entered into by YeePLY and the Client, the Service Provider will receive its proportional part of the total amount actually received by YeePLY by the means of payment set forth in Subsection 7.3 above.
- 7.5.** Any expenses incurred by the Service Provider during the development of the Digital Project shall be borne by the Service Provider and shall be deemed to be duly remunerated pursuant to this Section, being thus the Service Provider not entitled to claim YeePLY other amounts arising out of the Digital Project and/or of this Framework Agreement and/or the Implementation Agreements.
- 7.6.** The consideration set out in this Section shall be paid, in any case, directly by YeePLY to the Service Provider. Any action by the Service Provider leading to avoid such direct payment by YeePLY to the Service Provider, or in any way leading to receive the consideration outside the channel that has been set out, shall be deemed a breach of this Framework Agreement. Likewise, should the Client intend to make a partial or full payment regarding the Digital Project directly to the Service Provider, the Service Provider must notify YeePLY about this circumstance immediately.

## **8. TERM**

- 8.1.** The term of this Framework Agreement is open-ended.
- 8.2.** Nonetheless, both the Service Provider and YeePLY shall be entitled to terminate this Framework Agreement by means of a notice in writing made at least fifteen (15) days prior to the date on which it is to be terminated.
- 8.3.** The termination of the Framework Agreement will not entail the termination of the subsisting Execution Agreements (although, once the Framework Agreement is terminated, new Implementation Agreements between YeePLY and the Service Provider will not be able to be entered into).
- 8.4.** Without prejudice to the foregoing and pursuant to this Framework Agreement, certain rights and obligations under this Framework Agreement

will continue to give effect after this Framework Agreement is no longer subsistent or after its termination for any reason.

## **9. OBLIGATIONS OF THE PARTIES**

**9.1.** On the one hand, by virtue of this Framework Agreement, YeePLY binds itself to:

- (i) Provide all the necessary data and information so that the Service Provider may carry out the development of the Digital Project set out in this Framework Agreement and the relevant Implementation Agreement;
- (ii) Receive the Digital Project from the Service Provider, provided that the result thereof complies with the provisions set forth in this Framework Agreement and the relevant Implementation Agreement, specifically as to the technical specifications and implementation periods;
- (iii) Pay the consideration agreed upon pursuant to the provisions of Section 7 above ("*Consideration*"), provided that the development of the Digital Project complies with this Framework Agreement and the relevant Implementation Agreement and notwithstanding the provisions under Subsection 7.3 above;
- (iv) Notify the Service Provider as soon as possible of any incident or noncompliance that could affect the Service Provider's performance of its obligations under this Framework Agreement and the relevant Implementation Agreement; and
- (v) Comply in general with all of its obligations arising out of this Framework Agreement and the relevant Implementation Agreement in order to secure the proper performance thereof.

**9.2.** On the other hand, by virtue of this Framework Agreement, the Service Provider binds itself to:

- (i) Develop the Digital Project following the YeePLY's guidelines and under the provisions set out in this Framework Agreement and the relevant Implementation Agreement, in accordance with the technical specifications and implementation periods set out in the relevant Implementation Agreement;
- (ii) Include in all documentation or material that may reach the Client the signature, logo, and any other distinctive symbol of YeePLY's corporate image that YeePLY may designate for this purpose after the execution of this Framework Agreement or the relevant Implementation Agreement;

- (iii) Bear all the expenses incurred during the development of the Digital Project, being in no event entitled to reimbursement for such expenses;
- (iv) Observe the obligations regarding the intellectual property, privacy laws, and confidential information of Yeeply and/or the Client in accordance with the terms and conditions under this Framework Agreement, as well as limiting the access to all confidential information which the Service Provider may be aware of by virtue of this Framework Agreement exclusively to the authorised staff who need to know such information in order to perform this Framework Agreement and the relevant Implementation Agreement, even after the termination thereof.
- (v) Keep Yeeply informed, on a continuous, regular, and prompt basis, on the state of development and performance of the tasks aimed at implementing the Digital Project;
- (vi) Appoint, where appropriate, a manager or person responsible for the development of the Digital Project, integrated within the Service Provider's staff, in order to properly coordinate the monitoring of the tasks or actions carried out by the Service Provider;
- (vii) Not subcontract the development of the Digital Project subject matter of this Framework Agreement and the relevant Implementation Agreement without Yeeply's prior authorisation in writing;
- (viii) Not make use on its website of the logos or any other distinctive sign of intellectual property owned by Yeeply and/or the Client; and
- (ix) Comply in general with the remaining obligations under this Framework Agreement and the relevant Implementation Agreement, as well as with Yeeply's work standards set forth in **Annex 2** of this Framework Agreement.

## **10. REPRESENTATIONS AND WARRANTIES BY THE SERVICE PROVIDER**

**10.1.** Regarding the development of the Digital Project subject matter of this Framework Agreement and the relevant Implementation Agreement, the Service Provider specifically represents and warrants that:

- (i) The Service Provider specialises in the design and/or development of software, web platforms, mobile applications, marketing and digital search optimisation actions, and/or any other area broadly related with information technologies; the Service Provider has the necessary experience and training for implementing the Digital Projects in the manner and within the periods agreed upon in this Framework

Agreement and in the relevant Implementation Agreement; and that the Service Provider applies, when carrying out its professional activity, the quality standards generally accepted as customary and proper in the industry as to the implementation of Digital Projects;

- (ii) The Service Provider has the appropriate organisational, material, and/or human resources to develop the Digital Projects under the terms and conditions agreed upon, assuming at all times its own risk;
- (iii) The Service Provider has the authorisations, licenses, or administrative permits, as well as the enabling qualification or accreditation, if applicable, for developing its professional activity in accordance with the governing law at any given time;
- (iv) The Service Provider acknowledges and agrees that the execution of this Framework Agreement and the relevant Implementation Agreements, in turn, derive from the service agreements that YeePLY may enter into with its Clients, so that the subject matter, consideration, or other matters of this Framework Agreement and the relevant Implementation Agreement may be affected by certain issues of the relevant service agreement entered into by YeePLY and the Client, and more specifically, by certain adjustments in the specifications of the Digital Project that the Client may require and in the fees actually paid by the Client to YeePLY (including, but without limiting the generality of the foregoing, under the provisions set out in Subsections 3.2, 7.3 or 12.1 (iii)); and
- (v) The Service Provider acknowledges and agrees that, once the development of the Digital Projects has been completed, the ownership of the intellectual property and of the source code thereof shall be conveyed to the Client.

The Service Provider specifically acknowledges that this Framework Agreement and the relevant Implementation Agreements are entered into under the premise that the previous representations and warranties are true and accurate, being all of them basic elements of the Framework Agreement and the relevant Implementation Agreements and material dispositions for the execution of all the foregoing agreements.

**10.2.** Notwithstanding the provisions set out in Section 6 above ("*Validation*"), and given that certain Defects may manifest themselves after the Digital Project's Validation period, the Service Provider offers an operation warranty for a period of six (6) months as of the moment when the Digital Project is operating in a productive environment, in order to cover those bugs, defects, or operational errors of any kind that could arise from errors in the system's source code and that may have gone undetected during the Digital Project's testing phase.

However, the aforementioned operation warranty will specifically not include bugs or errors caused by:

- (i) Reasons beyond the Service Provider that are unknown at the time of the Digital Project's development;
- (ii) Changes or operations of an adaptive or perfective maintenance nature; or
- (iii) Changes or operations of an evolutionary maintenance nature, by which a new functionality is created that is outside the scope of the Digital Project's initial development proposal. In this case, the errors that may occur in consequence of such changes will be covered by a warranty to the extent that they are the subject matter of a new proposal or agreement drawn up specifically for the development of such changes or operations of an evolutionary maintenance nature.

## **11. NON-SOLICITATION ARRANGEMENT**

**11.1.** By entering into this Framework Agreement the Service Provider binds itself, except when obtaining Yeeply's prior authorisation in writing, to (i) not hire Yeeply employees or external collaborators, regardless of the hiring formula or method under which such workers or collaborators provide services to Yeeply, and to (ii) not enter, neither within the term of this Framework Agreement nor within the twelve (12) months after the term of the last Implementation Agreement, into any agreement (or maintain any business relationship) with the Client as to the provision of services, development of Digital Projects, or any collaboration of a similar nature under whatsoever terms or formulae without Yeeply's prior authorisation.

**11.2.** Likewise, and correspondingly to the previous obligation of the Service Provider, Yeeply binds itself to not hire directly the Service Provider's external collaborators or workers without the prior authorisation of the latter.

This arrangement shall subsist for a period of two (2) years after the term of this Framework Agreement expires.

**11.3.** Regarding the Service Provider, the non-solicitation obligation under this Section shall be deemed as fully compensated by Yeeply within the consideration agreed upon for the Digital Project's development, not being the Service Provider entitled to charge such compensation as a supplement on its invoices.

## **12. TERMINATION OF THE FRAMEWORK AGREEMENT**

**12.1.** Without prejudice to any legal grounds or any conditions specifically set out in this Framework Agreement thereat, Yeeply and/or the Service Provider may terminate this Framework Agreement:

- (i) By mutual agreement;
- (ii) Under the provisions set out in Section 8 above ("*Term*");

- (iii) By YeePLY's one-sided decision notified in writing to the Service Provider upon prior termination of the service agreement entered into by YeePLY and the Client from which, in turn, derives this Framework Agreement, provided that, having received from its Clients the relevant amounts until the date of termination, YeePLY pays the Service Provider the proportional consideration as to the state of development of the relevant Digital Project;
- (iv) Upon the breach by any of the parties of the material obligations under the Framework Agreement or the relevant Implementation Agreement, as well as under the standard terms and conditions of use of YeePLY's website, provided that the breaching party, after having received a reliable notice in writing from the non-breaching party condemning such breach and requesting its amendment, does not proceed, within a period of seven (7) days as of the receipt of such notice, to amend the breach and thus comply with its contractual obligations; and
- (v) Upon the cease or discontinuance of the business operations of any of the parties, by revocation of the qualification or accreditation enabling any of such parties to carry out the activities comprising their business purpose, or by judicial or administrative decision implying the impossibility for any of the parties to perform this Framework Agreement or the relevant Implementation Agreement.

**12.2.** In the event of a breach of the obligations, commitments, provisions, terms, conditions, or arrangements set out in this Framework Agreement or in the relevant Implementation Agreement, as well as of a breach of the standard terms and conditions of use of YeePLY's website, the non-breaching party may choose between (i) demanding their compliance or (ii) the termination of this Framework Agreement and the relevant Implementation Agreement, being therefore entitled to all the necessary legal remedies therefrom.

**12.3.** The termination of this Framework Agreement will result in YeePLY's obligation to reimburse the expenses actually incurred or invested by the Service Provider within the context of implementing the Framework Agreement and the relevant Implementation Agreement, provided that (i) the aforementioned termination is not due to a breach of the Framework Agreement or the relevant Implementation Agreement allocable to the Service Provider and (ii) YeePLY has duly collected from the Client the relevant amounts.

**12.4.** Other than in respect of the termination of this Framework Agreement and/or the Implementation Agreements, and of the relevant legal remedies, the breach by the Service Provider of the obligations specified in this Section shall entitle YeePLY to remove the aforementioned breaching Service Provider from YeePLY's platform and/or website.

## **13. FORCE MAJEURE**

In all cases of force majeure, the non-performing party shall inform the aggrieved party in writing promptly and with all the means and documentation at its avail, to the satisfaction of the aggrieved party, stating the cause of the force majeure and using its best endeavours to solve the causes of the suspension in the shortest possible period of time. Should the cause of force majeure not cease after fifteen (15) days, the non-performing party suffering the event of force majeure shall be entitled to cancel all or part of its services, and the aggrieved party shall not be entitled to claim or receive any indemnity or compensation for the aforementioned cancellation.

#### **14. SUPERVENING ILLEGALITY**

The nullity or lack of effect of any of the provisions under this Framework Agreement in consequence of provisions under national, local, or EU legislation, will not affect in any way the validity or applicability of the remaining provisions under this Framework Agreement.

#### **15. DATA PROTECTION**

**15.1.** In the event that the development of the Digital Projects relevant to this Framework Agreement requires processing personal data, each party shall be responsible for complying with each and every one of the applicable provisions pursuant to the regulations in force on personal data protection.

**15.2.** The data of the parties to this Framework Agreement will be treated by such parties with the exclusive purpose of complying with the obligations recognisable at law arising therefrom. These data will be preserved for the necessary period of time in order to meet the relevant responsibilities recognisable at law. The parties shall be entitled to exercise their rights as to access, rectification or deletion, objection, limitation of their treatment, and portability, under the terms and conditions set out in the regulations on data protection, prior accreditation of their identity, by means of sending a notice in writing to the addresses referred to in Section 17 ("*Notice*").

#### **16. CONFIDENTIALITY AND NON-DISCLOSURE**

**16.1.** The parties bind themselves to hold absolute confidentiality and non-disclosure over any information and/or documentation exchanged during the subsistence of this Framework Agreement or the relevant Implementation Agreement, or over any information, regarding any of the parties and/or Clients, to which they may have gained access, directly or indirectly, in consequence of the implementation of the Digital Project.

For this purpose, any documentation and/or information (be it economic, financial, technical, legal, commercial, strategic, or otherwise) provided or known by any of the parties and by any means whatsoever (oral, in writing, or otherwise) at any time within the context of implementing the Digital Project, either before or after the execution of this Framework Agreement and/or of the Implementation Agreements, shall be deemed confidential.

More specifically, the aforementioned confidential documentation and/or information may contain, without limitation:

- (i) Any analysis, budget, estimate, review, study, summary, extract, or documentation of any type prepared by any of the parties and/or the Clients (or by all of them or by some of the aforementioned parties together) based on the confidential information disclosed by any of the parties or by the Clients as to the development of the Digital Project;
- (ii) Concepts or ideas regarding the strategic planning and the products of the parties and/or the Clients;
- (iii) Sale and purchase secrets, work methods, research and analysis tools, ideas, concepts, processes, works, drawings, knowledge, projects, techniques, and software of any of the parties and/or Clients;
- (iv) Information regarding research and development plans, current or future offer of products or services, marketing, work plans, budgets, distribution licenses and agreements, prices and costs, suppliers and clients related to the activities of any of the parties and/or Clients;
- (v) Information regarding the existence of any work dispute or negotiations between any third party and any of the parties to this agreement and/or Clients, as well as of agreements with any third party entered into by any of the parties and/or Clients; and
- (vi) Any information related to the work methods and/or to the staff's remuneration that may affect any of the parties to this agreement and/or Clients.

**16.2.** Regarding the aforementioned information and/or documentation, the receiving party binds itself, without limiting the generality of the foregoing, to:

- (vii) Protect the privacy of the aforementioned information and/or documentation with the same degree of due care and attention that the receiving party would grant to such information and/or documentation should it was its own;
- (viii) Not use confidential information and/or documentation for any intent or purpose other than the implementation of the Digital Project (including, without limitation, any business or contending purpose other than the implementation of the Digital Project);
- (ix) Not disclose or reveal the aforementioned information and/or documentation, neither publicly nor privately, by any means.

- (x) Not to keep copies of the documents provided to the receiving party, or to extract or keep the information contained in such documents in any way;
- (xi) Not show the documents provided to the receiving party or the information contained in such documents to any third party, except, as appropriate, to the staff of either of the parties to this Framework Agreement or their external advisors or collaborators provided that such disclosure is made within the context of implementing the Digital Project subject matter of this Framework Agreement;
- (xii) Take all the necessary measures and actions so that the aforementioned staff of either of the parties to this Framework Agreement equally comply with these obligations, holding full responsibility for the aforementioned staff's behaviour;
- (xiii) Limit, at all times, the number of Service Provider's staff who have access to confidential information to the minimum necessary for successfully implementing the Digital Project.

**16.3.** Yeeply and the Service Provider acknowledge that any breach of duty of confidentiality and non-disclosure under this Section may cause losses and damages to the other party and, therefore, shall be deemed as a material breach that would result in the immediate termination of this Framework Agreement, notwithstanding the breaching party's obligation to provide legal remedies.

**16.4.** When the confidential information and/or documentation is no longer necessary for the Service Provider to successfully implement the Digital Project, the parties bind themselves to promptly return or eliminate, upon the first notice in writing by the party so requiring it, the Confidential Information and all copies and duplicates thereof. Moreover, the receiving party must eliminate the confidential information stored, within the context of implementing the Digital Project, in its data processing systems to the maximum extent that is technically possible. Upon request of the disclosing party, the receiving party must confirm in writing the correct elimination of the confidential information. In the aforementioned confirmation, the receiving party will ensure that its best endeavours have been used to comply therewith. The return and elimination of confidential information will not relieve the receiving party from its obligation to hold confidentiality and non-disclosure under the terms and conditions set out in this Section.

**16.5.** This obligation of confidentiality and non-disclosure will subsist within a period of two (2) years as of the termination of this Framework Agreement or the relevant Implementation Agreement, regardless of the reason leading to termination.

## **17. NOTICE**

**17.1.** The Service Provider, on the one hand, will make all notices regarding this Framework Agreement or the relevant Implementation Agreement by means

of its internal account at YeePLY.com or by email to the following address: support@yeePLY.com. YeePLY, on the other hand, will address its notices regarding this Framework Agreement or the relevant Implementation Agreement to the email address stated by the Service Provider in the registration form that the latter must have completed prior to the acceptance of this Framework Agreement.

- 17.2.** Any modification as to the persons or electronic addresses stated must be promptly notified to the other party as specified in this Section. Notices sent to the addresses stated in Subsection 17.1 above shall be deemed valid until the date of receipt of a notice informing of the modification of the contact information.

## **18. ASSIGNMENT AND SUBROGATION**

- 18.1.** Neither YeePLY nor the Service Provider may assign or subrogate the rights and obligations under this Framework Agreement or the relevant Implementation Agreement to any third party without the prior consent in writing of the other party.

- 18.2.** Should the Service Provider have staff, the Service Provider shall not be entitled to withdraw or substitute any of the professionals integrating the team dedicated to the development of the Digital Project without YeePLY's prior authorisation in writing.

## **19. ENTIRE FRAMEWORK AGREEMENT AND OTHER MATTERS**

- 19.1.** The content of this Framework Agreement, together with that of the Implementation Agreements and the standard terms and conditions of use of YeePLY's website that do not prejudice the provisions under this Framework Agreement, sets out all the terms and conditions on which YeePLY and the Service Provider agree upon regarding the subject matter hereof, and supersedes and extinguishes all prior negotiations, commitments, covenants, memoranda, understandings, and arrangements with the same subject matter, whether verbal or in writing, that may prejudice in any way the principles and clauses set out in this Framework Agreement.

- 19.2.** Any amendment to this Framework Agreement or any amendment affecting the relevant Implementation Agreement must be made in writing and must be signed and acknowledged by the parties with an express mention to their relationship with this Framework Agreement or with the relevant Implementation Agreement.

- 19.3.** The omission by any of the parties of exercising its rights under this Framework Agreement or the relevant Implementation Agreement shall not be deemed as a waiver thereof and shall not prevent its subsequent exercise in the terms and conditions thereof.

- 19.4.** Any Implementation Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original copy thereof and shall constitute together but one and the same agreement.

For this purpose, any signed Implementation Agreement transmitted by fax, e-mail in PDF format, or any other electronic means in order to preserve the original graphic layout of the Implementation Agreement, will have the same effect as the physical delivery of the original signed document.

## **20. EXPENSES**

Expenses incurred due to the breach of this Framework Agreement or the relevant Implementation Agreement shall be borne by the breaching party, including the fees of the professionals who must be hired to defend or provide counsel to the parties in the event of breach of contract or of material or partial non-performance of the provisions under this Framework Agreement or the relevant Implementation Agreement.

## **21. LAW AND JURISDICTION**

- 21.1.** This Framework Agreement and the Implementation Agreements shall be governed by the applicable laws of the Kingdom of Spain.
- 21.2.** YeePLY and the Service Provider, with express waiver of any other jurisdiction to which they may be entitled (by virtue of domicile or otherwise) and to the extent that such submission is recognisable at law, agree to submit to the jurisdiction of the courts of the city of Valencia (Spain) and its higher courts for all disputes arising out of the interpretation, application, or performance of this Framework Agreement or the relevant Implementation Agreement.