

1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and interpretation rules contained in this Clause will be applicable to the general terms and conditions of service contained in this instrument, hereinafter (the "General Conditions").

Contract: it constitutes the acceptance by the Company of a Service Order, request or quotation for services, duly completed in accordance with Clause 2.2 and the execution of the Services by the Company to the Client. This General Conditions of the Service, can be amended by means of an agreement granted in writing by the Parties and will be applicable to each Contract., unless other terms and conditions have been agreed in a separate document and in writing between the Client and the Company.

Police Investigation Department Records: any Intellectual Property Right of each of the Parties at the start date of the Contract or that has arisen outside its scope.

Company: QUATTRO is in accordance with how it is constituted in the listing country.

Company Service Request: service request form accepted by the Company which must be duly completed by the Client, defining the Services to be provided by the Company, along with any other information related to the presentation thereof, under the terms and conditions contained in the Contract. The rates of the services can be defined in the quotation or in a document granted separately or through a price list.

Company Equipment: Any equipment, system or means, provided by the Company or its subcontractors, that could be used directly or indirectly for the provision of the Services and which is not subject to an agreement granted separately between the Parties, by means of which ownership thereof is transferred to the Customer.

Client: person, company, corporation, association, foundation, government agency or authority that contracts the Company Services and that are identified in the Request for Services of the Company or agreed in another format granted in writing between the parties.

Client Equipment: any equipment, system or means provided by the Client and that is used directly or indirectly in the provision of the Services.

Client Information: all documents, instructions, Service Requests duly completed by the Company, specifications, codes, requirements, samples, measurements, as well as any other information and materials provided by the Client necessary for the provision of the Services.

Confidential Information: all non-public information exchanged between the Parties, including but not limited to data, "know-how", designs, sketches, photographs, plans, drawings, specifications, lines, ideas, concepts, reports, manuals, prototypes, trade secrets, trademarks, logos, fonts and codes, financial or business and marketing information, as well as all proprietary information whether oral or written.

Document: includes, without limitation, in addition to any written document, any inspection sheet, report, certificate, testimony or attestation, mark, print, specification, code, drawing, map, plan, diagram, design, illustration, description or any other image, tape, disk or other device or record that captures information in any form, including electronic or computer format.

Fees: the fees that the Client will pay for the Services excluding all per diem, food expenses and other incidental expenses by the Company and its authorized affiliates, agents, or subcontractors as set forth in the applicable Service Request agreed upon with the Company. or derived from instructions by the Client and agreed with the Company in accordance with Clause 2.2.

Intellectual Property Rights: all patents, invention rights, utility models, copyrights and related rights, trademarks, service marks, trade, business or domain names, image or presentation rights, trade rights or to sue for counterfeiting, unfair competition rights, design rights, computer software rights, database rights, surveying rights, moral rights, confidentiality rights (including "know-how" and industrial secrets and commercial) and any other intellectual property rights, registered or unregistered and including all applications for renewal, succession rights or extension of such rights and all similar or equivalent rights or forms of protection anywhere in the world.

Party and Parties: separately the Company or the Client and jointly the Company and the Client.

Reports: all documents and results prepared by the Company or its agents, subcontractors, consultants and employees in connection with the execution of the Services.

Services: the services to be provided by the Company for the benefit of the Client under the Contract and as defined in the Request for Services or in another instruction by the Client as long as they are agreed by the Company and incorporated into the Contract.

1.2. In this General Conditions, the following is understood by reference:

- 1.2.1.** A clause is a reference to one of the Clause of the General Conditions.
- 1.2.2.** the singular includes the plural and vice versa and reference to any gender includes the other gender;
- 1.2.3.** a statute or statutory provision includes a reference to that provision modified, superseded, corrected and/or revalidated at any time (before or after the date of the Contract) and any previous or subsequent secondary legislation (before or after the date of the Contract).

2. APPLICATION OF THE GENERAL CONDITIONS

2.1. Unless otherwise agreed to in writing, and duly signed by both Parties, or only as applicable by law, these General Conditions must:

- 2.1.1.** rule and form part of the Agreement; and
- 2.1.2.** rule or prevail over any contradictory term or clause contained in or in relation to the Client Information, or that is applicable to the Law, customs, practices or commercial uses.

2.2. A properly completed Service Request or other instruction by Customer, or Customer's acceptance of a quote for Company's purchase of Services, constitutes an offer or proposal by Customer to purchase the specified Services and subject to these General Conditions.

No offer or proposal issued by the Client may be considered as accepted by the Company if it is not granted in writing and duly signed by the Company, in which case a contract for the provision of the services in question must be entered into between the parties, based on the provisions of these General Conditions of Service.

2.3. In order to clarify any doubt that may exist, the following will not be applicable or rule under any circumstances within the Contract: none of the internal regulations, general terms and conditions by which the Client is governed (if these exist) as well as all its attachments or exhibits that may be referred to in any Company Service Request or any other Document related thereto.

2.4. The Company will be obligated to accept instructions regarding the Services from the Client or through its legal representatives, as set forth in the Company's Request for Services or as written notice to the Company by the Client.

2.5. Unless otherwise stated in writing, the Contract is entered into solely between the parties and will be enforceable only between the Client and the Company. The Contract should not be considered as constituting any right of third parties, including but not limited to suppliers or customers of one of the Parties, or to constitute any obligation of any of the Parties in favour of any third party.

2.6. If the Client intends to make use of any report in any legal process, arbitration, dispute resolution forum or other process, he must notify the Company in writing prior to the presentation of the Request for Services and in any event prior to the use of said report. Report in any of the aforementioned processes. The Parties agree that the Company has no obligation to provide an expert or witness the fact in said process unless the Company issues its prior written consent, such consent will be subject to the agreement between the Parties in relation to the payment of additional fees with respect to said services.

2.7. The Company, at its free choice, may assign, delegate or subcontract the execution of all or part of the Services that are the subject of the Contract to an associate, agent or subcontractor of the Company without prior notification to the Client, and the Client hereby authorizes said assignment, delegation or subcontracting. For the purposes of Clause 8.1, the Client hereby authorizes the Company to disclose all or part of its proprietary confidential information to said associate, agent or subcontractor for the sole purpose of providing the Services under the Agreement.

3. BEGINNING AND DURATION

3.1. Unless otherwise agreed, the Services provided under the Contract must be provided by the Company to the Client from the date of acceptance by the Company of the offer issued by the Client in accordance with the provisions of Clause 2.2.

3.2. In accordance with Clause 10, the Services provided under the Contract must be supplied during the term defined in the Request for Services agreed with the Company or contained in another written instruction by the Client as agreed with the Company. When the term for the provision of the Services has not been stipulated, the Company must perform them in a reasonable time.

4. COMPANY OBLIGATIONS

4.1. The Company shall, with the required attention, skill and diligence, as would be expected from a competent and experienced organization in the field of certification, inspection, auditing and testing in the provision of services of a similar nature and under similar circumstances, render the Services and deliver the Reports to the Client, in accordance with:

4.1.1. The specific requirements established in the Service Order agreed with the Company or based on another instruction by the Client accepted in writing by the Company and which forms part of the Contract;

4.1.2. These methods should be considered appropriate for each case considering the professional, industrial, technical and/or governmental or regulatory areas; and

4.1.3. The execution date specified in the Company's Service Order or other instruction by the Client that is part of the Contract will be an estimate, since the execution period will not be essential for the execution of the Services.

4.2. The Company, in its own right and as an independent party, will provide information to its clients in the form of inquiry, evaluation or recommendations, regarding regulatory requirements, general industry standards and/or any other standard that may be agreed between the Parties.

4.3. The Company will carry out inspections,

verifications, certifications, tests, evaluations, audits or valuations with independence, impartiality and objectivity. Said information will be communicated to the Client in the Reports format, including inspection sheets, reports, certificates, testimonials or marks, or through any other appropriate means.

4.4. In the provision of the Services, the Company does not substitute the designers, builders, contractors, manufacturers, producers, operators, carriers, or owners, who, notwithstanding, the Company's actions, are not released from any of their obligations whatsoever be its nature. IN PARTICULAR, ANY INFORMATION AND RECOMMENDATION PROVIDED BY THE COMPANY SHOULD NOT BE CONSIDERED VALID OR INTERPRETED AS EQUIVALENT TO THE APPROVAL OR ACCEPTANCE OF THE DETAILS REGARDING THE INFORMATION AND RECOMMENDATIONS FOR WHICH THEY ARE PROVIDED OR THE QUALITY, COMMERCIAL USE OR FITNESS FOR ANY PURPOSE.

4.5. For purposes of clarity, the Company is not acting as an insurer or guarantor with respect to the adequacy, quality, commercial use, fitness for service, conformity or operation of the products, services or other activities carried out or produced by the Client.

4.6. Reports are delivered solely in relation to and based on the documents and information provided by the Client. The Company will not be responsible for any errors, omissions or inaccuracies in the Reports to the extent that the Company has received erroneous or incomplete information from the Client. The Reports will identify the results of the Services performed by the Company uniquely based on the information provided in writing to the Company as defined in the Client information provided to the Company prior to the provision of the Services.

4.7. The Reports will reflect the findings of the Company at the time of the performance of the Services only with respect to the information that the Client has made available to the Company prior to the performance of the Services. The Company will not have the obligation to update the Reports after their issuance, except as otherwise agreed in the Contract.

	General Terms and Conditions of the Service	Código: OD-SG-002
		Versión: 01
		Fecha: 24/03/2021

4.8. Unless otherwise agreed, the Company performs the Services at random and does not normally perform any comprehensive systematic review. Accordingly, the Services should not be considered exhaustive.

4.9. For those Services that require sampling, the Reports will define the Company's findings only with respect to the samples identified therein. Unless specifically and expressly stated in the Reports, the results defined in such Reports cannot be indicative or representative of the quality or characteristics of the volume or lot from which the sample was taken, and the Client shall not rely on the Reports as if they were indicative or representative of the lot or of the general product that is examined.

4.10. The Reports, including any other relevant information or document, will be based on what is recorded by the Company within the limits of the instructions received.

The Company is not obliged to refer or report any fact or circumstance that is outside the specific scope of its assignment or commission.

4.11. Unless the Client expressly requests otherwise and is included in the scope of the Services under the Agreement, the documents related to agreements entered into between the Client and any third party(s), such as sales contracts, provision of services, letters of credit, bills of lading, specifications, data sheets, letters of commissioning, certificates of acceptance or conformity, and which are made known to the Company, shall be considered as information only, without modifying in any way the obligations and the scope of the Services to be provided by the Company under the Agreement.

4.12. Unless otherwise agreed expressly and in writing by the Parties, the Company may, at its free choice, choose to retain, return to the Client or destroy the samples that have been provided to the Company for the provision of the Services and that have not been destroyed in the course of their execution.

4.13. For purposes required for accreditation, or by judicial request, the Client agrees that the Company expressly reserves the rights to disclose Client information or any other information related to the Services to a third party, including (but not limited to) government agencies or accreditation

bodies.

5. CLIENT OBLIGATIONS

5.1. Client agrees to:

5.1.1. cooperate with the Company in all matters relating to the Services;

5.1.2. where this has not been agreed in the Service Request, you must notify the Company of the date on which the provision of the Services must begin, or must be resumed in case of suspension, and also regarding important dates affecting the article(s) related to the Services (however, time will not be the core or decisive part in relation to the provision of the Services);

5.1.3. provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and without charge, access to the offices, its work facilities, information and other facilities and personnel as required by the Company;

5.1.4. provide the Company, directly or through its suppliers and subcontractors, in a timely manner, with any type of information required by the Company for the proper provision of the Services, guaranteeing its accuracy in all aspects;

5.1.5. provide the Company with all information and details about the use or purpose of the items or products in connection with which the Service will be provided;

5.1.6. provide the Company, its agents and representatives with the necessary transportation, equipment, facilities and access to the offices where the Services will be provided;

5.1.7. at its responsibility and cost to prepare and maintain facilities necessary for the provision of the Services, including the identification, monitoring, disposal and disposal of any hazardous or potential hazardous material from any of its facilities, in accordance with applicable laws, before and during the provision of the Services at those facilities;

5.1.8. take all necessary measures to ensure the safety of working conditions at the place of provision of the Services, during the performance of the Services and inform the Company of all health and safety laws and regulations and any other reasonable safety requirements that apply at any of the Client's premises;

5.1.9. ensure that all Customer Equipment is in good working order and is adequate for the purposes for which it is used, in connection with the Services and in accordance with all appropriate and applicable rules and requirements;

5.1.10. where necessary, obtain and maintain all required licenses and permits and comply with all applicable laws relating to the Services, use of Company-owned Equipment, use of Customer Information, and use of Customer-owned Equipment in connection with the Services in all cases prior to the start date of the Services;

5.1.11. ensure that all documents, information and material made available to the Company by the Client under the Agreement do not infringe or constitute a violation or invasion of any patent, copyright, trademark, trade secret, license or other intellectual property right or proprietary right of any third party; and

5.1.12. implement the necessary measures to eliminate or remedy any impediment or interruption in the provision of the Services.

5.2. The Client is responsible for applying its own judgment with respect to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrants the quality, result, effectiveness, applicability or accuracy of any decision or action taken based on the Reports provided under the Agreement.

5.3. If the performance of the obligations arising under the Contract and borne by the Company is prevented or delayed by any act, omission, fault or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses suffered or incurred by the Client which is a direct or indirect consequence of such impediment or delay.

5.4. The Client shall be liable to pay to the Company, upon its request, all costs, expenses or damages incurred by the Company (including, without limitation, any direct, indirect or consequential damages, expenses and costs in case of judgment, damages, moral damage, property damage and those damages arising from injury or death of any person and loss of opportunity to use resources elsewhere) arising directly or indirectly, fraud, negligence, or inability of the Client to perform its obligations or delay in the performance of any of its obligations arising from the conclusion

of the Contract, subject to the Company informing the Client in writing of the amount of such expenses, costs and damages.

5.5. The Client undertakes, unless there is prior written consent by the Company, at any time from the date of signature of the Contract and twelve (12) months from the date of its termination, to negotiate, solicit or contract any person who is, or who has been, employee, officer, partner, manager and similar of the Company, consultant or subcontractor of the latter for the provision of the Services object of the Contract.

5.6. The Client undertakes to contract and maintain in force at his expense and cost all insurance policies with an insurance company legally constituted and operating for such purposes, in order to guarantee the possible responsibilities that may be incurred towards the Company with respect to the Contract.

6. FEES AND PAYMENT.

6.1. In consideration for the Services provided by the Company, the Client undertakes to pay the Company the Fees set out in Clause 6, unless otherwise agreed by the parties, in which case this new agreement must be granted in writing between the parties. Each of the parties is obliged to pay the taxes that are applicable to it.

6.2. The Client undertakes to pay each invoice submitted by the Company, in full according to credit granted. If you do not have credit, you must make the cash payment within 3 days after the date of issue of the invoice.

6.3. Without prejudice to any other right or action that the Company may be entitled to exercise, in the event of delay or default of payment by the Client to the Company on the due date, the Company shall be entitled to:

6.3.1. apply default interest on the overdue balance from the date of default until payment is made, either judicially or extrajudicially, taking into account the Central Bank's benchmark lending rate on the date on which payment should be made, and

6.3.2. suspend without any liability all the Services object of the Contract until the debt has been settled by the Client.

	General Terms and Conditions of the Service	Código: OD-SG-002
		Versión: 01
		Fecha: 24/03/2021

6.4. The terms and conditions for payment shall be those set forth in the Agreement.

6.5. All amounts due to the Company under the Contract shall become due immediately on the date of its termination, notwithstanding any other provisions. The provisions of this Clause 6.5 are agreed independently of any right or action that the Company may exercise under the applicable legislation, as well as any other right or action that may correspond to the conclusion of the Contract.

6.6. No Report, including reports or test certificates, or any part thereof, may be used or applied by the Client due any valid invoice issued by the Company plus any applicable interest, if any, originated in accordance with the provisions of this Section 6.

6.7. The Company shall be entitled, without prejudice to any other right or action that may be applicable to it, to set off any liabilities, liabilities or obligations owed by the Client to the Company, against any liabilities, obligations or liabilities of the Company towards the Client, whether such obligation, liability or liability arising from this Agreement or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF INFORMATION.

7.1. In providing Client's Proprietary Information to Company, Client shall inform Company of the IPR History, as applicable, in order to assist Company in providing the Services under the Agreement, provided that nothing in the Agreement shall obligate the Client to act to the detriment of any obligation of confidentiality owed to any third party. Customer grants Company and its affiliates, agents and subcontractors a non-exclusive, royalty-free right to use such IPR Notice for the duration of the Agreement and for the sole purpose of providing the Services.

7.2. The Client warrants, to the best of its knowledge and belief, that the Company's use of its IPR Notice in connection with the provision of the Services will not infringe the Intellectual Property Rights of any third party.

7.3. Customer acknowledges that all Intellectual Property Rights related to the performance of the Agreement, including but not limited to names, product and/or service marks, trademarks, inventions, logos and copyrights of Company and its

affiliates, (collectively, the "Rights") are and shall remain the exclusive property of Company or its affiliates and shall not be used by Customer, except only to the extent that the Client obtains prior written approval from the Company. If the Company opts to terminate the Contract in accordance with Clause 10.1, any permission granted by the Company to the Client will automatically terminate. The Client must not dispute or contest the validity of the Rights or take any action that could affect the value, reputation or good name associated with the trademarks or the image or reputation of the Company or its affiliates.

7.4. For the sake of clarity, ownership of each Party's IPR Record must remain vested in each Party at all times.

7.5. Each Party shall take the necessary steps to ensure that it operates at all times under applicable information protection laws and regulations.

8. CONFIDENTIALITY and COMPANY OWNERSHIP.

8.1. Neither Party shall disclose or use for any purpose whatsoever any confidential information or knowledge or Confidential Information or financial or business information that it may become aware of or receive during the performance of the Contract, except with the prior written consent of the Party disclosing the Confidential Information.

8.2. The confidentiality assumed will not be applicable to any information:

8.2.1. that it is publicly available or that it becomes publicly available through some act performed by the receiving Party;

8.2.2. that was in the possession of the receiving Party prior to its disclosure;

8.2.3. that it is disclosed to the receiving Party through a third party that did not acquire the information under an obligation of confidentiality;

8.2.4. that is independently developed or acquired by the receiving Party without the use of or with reference to the Confidential Information received from the disclosing Party;

8.2.5. that is disclosed in accordance with the requirements of law, or any binding judgment, order or requirement of any court or other competent authority; or

	General Terms and Conditions of the Service	Código: OD-SG-002
		Versión: 01
		Fecha: 24/03/2021

8.2.6. that is disclosed to an affiliate of one of the Parties in response to the latter's need to know the basis or principle.

8.3. The Reports issued by the Company are for the exclusive use of the Client and must not be published, used for promotional purposes, copied or duplicated for distribution to any third party natural or legal person or publicly disclosed without the prior written consent of the Company.

8.4. Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Convention undertake to keep such information confidential and shall not disclose or disclose such information to any unauthorized third party, natural or legal person and shall be liable for any breach of such obligation.

8.5. All materials, equipment and tools, drawings, specifications and information provided by the Company to the Client (including the Equipment owned by the Company) must, at all times, be retained and remain between the Company and the Client, on the understanding that ownership thereof is exclusive to the Company, but shall be kept by the Client in secure custody and at his own risk, as well as kept in good condition until returned to the Company; The Client shall not dispose of or use these goods in a manner other than as agreed and authorized in advance and in writing by the Company.

8.6. Upon termination of the Agreement for any reason, each Party shall mutually return or destroy the Confidential Information of the other Party that it then has in or under its control, however, nothing herein prohibits the Company from maintaining copies of the Reports and analyses in accordance with its policies for retaining records and documents that may be required by law or accreditation bodies.

9. LIMITATION OF LIABILITY

9.1. This Section 9 sets out the Company's total financial liability (including any liability for acts or omissions of its affiliates and their respective employees, agents, consultants and subcontractors) in relation to the Client in respect of:

9.1.1. the Services and Reports;

9.1.2. any breach of the Agreement;

9.1.3. any use, application or utility of the Services or Reports, of all or part thereof, made by the Client; and

9.1.4. any representation, representation, act or omission (including negligence) arising under the Agreement.

9.2. ALL WARRANTY CLAUSES, and OTHER TERMS

DERIVATIVES OF REGULATIONS OR LAWS OF GENERAL APPLICATION, TO THE EXTENT PERMITTED BY LAW, ARE EXCLUDED FROM THIS AGREEMENT.

9.3. NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE.

9.4. The Company shall not be liable for:

9.4.1. death or injury of its personnel arising from negligence attributable to the CLIENT;

9.4.2. any damage or liability incurred by the Customer as a result of fraud or counterfeiting; or

9.4.3. for any other loss that by law cannot be proven to be attributed to the Company.

9.5. In addition to the above:

9.5.1. THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS, SHALL NOT BE LIABLE FOR:

a) LOSS OF PROFITS OR INCOME;

b) LOSS OF BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSSES DUE TO STRIKE, TOTAL STOPPAGE OF ACTIVITIES OR INTERRUPTION OF SERVICES OR ACTIVITIES OF THE PLANT OR EQUIPMENT EITHER PARTIALLY OR TOTALLY;

c) DETRIMENT OR LOSS OF REPUTATION AND/OR SIMILAR LOSSES;

d) LOSS OF ANTICIPATED SAVINGS;

e) LOSS OF PROPERTY;

f) LOSS OF CONCLUSION OF CONTRACTS OR OPPORTUNITY;

g) INCREASED EXPENDITURE OPERATING COST, CONTRACT OR OPPORTUNITY;

h) LOSS OF USE OF PROPERTY RIGHTS, PROPERTY, CAPITAL OR INCOME;

i) LOSS OR DAMAGE OF DATA OR INFORMATION;

j) ANY COSTS, EXPENSES, DAMAGES, OR LOSSES INCURRED IN CONNECTION WITH THE RECALL OR REPLACEMENT OF ANY PRODUCT;

k) DAMAGE TO THE REPUTATION OF THE CLIENT; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, CRIMINAL AND SIMILAR LOSS, COST, DAMAGE, CHARGE OR EXPENSE

9.5.2. THE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE OR BREACH OF ANY OBLIGATION OR PROVISION, MISINTERPRETATION, RESTITUTION OR ANY OTHER ARISING IN ANY WAY WITH RESPECT TO, OR RELATED TO THE SERVICES, THE REPORTS, AND THE EXECUTION, OR EXECUTION CONTEMPLATED, WITHIN THE CONTRACT, WILL BE LIMITED TO: TEN THOUSAND US DOLLARS.

9.6. The Client undertakes to indemnify harmless the Company and its affiliates and their respective employees, agents, consultants or subcontractors, from any claims made by any third party for losses, damages or expenses of any nature (including, but not limited to, negligence and gross negligence) and however arising, in connection with the execution, alleged performance or non-performance of any Service, provided that the sum of such claims for any of the Services, exceeds the limit of liability as set forth in Clause 9.5.2.

9.7. Notwithstanding anything as agreed in Section 9.5, the Company shall not be liable to the Client, and the Client shall be excluded from exercising any action, right or claim for losses defined in Clause 9.5.1 in relation to (a) the Services and Reports; (b) any breach of the Agreement; (c) any use made by the Client of the Services, Reports or any part thereof, and (d) any representation, statement, act or omission (including negligence) arising under or in connection with the Agreement, unless the Company receives notice of such claim no later than twelve (12) months after (i) the date of provision by the Company of the Services giving rise to the claim, or (ii) the date on which the Services should have been terminated or rendered in the event of any alleged breach.

10. TERMINATION.

10.1. This Agreement may be terminated by the Company at any time without liability to the Client, and without the need for prior judicial declaration, upon simple written notice given to the Client at least thirty (30) days in advance.

10.2. Without prejudice to any other rights or remedies that the Parties may have, they may terminate the Contract without liability and without the need for prior judicial declaration, by simple written notice at least (7) days in advance, provided that:

10.2.1. the other Party fails to comply with its obligations to pay any amount due under the Contract, on the due date of such payment and remains so for at least fifteen (15) calendar days counted from the date on which such payment has been required in writing;

10.2.2. the other Party fails to comply with any of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a maximum period of fifteen (15) calendar days from the date such Party is notified in writing;

10.2.3. the other Party repeatedly fails to comply with any of its obligations contained in the Contract, in such a way that it is reasonably justified that its will and actions are contradictory to the intention or ability to perform the terms of the Contract;

10.2.4. the other Party is declared bankrupt or insolvent;

10.2.5. the other Party becomes insolvent or suspends activities (for financial or other reasons), or bankruptcy proceedings are initiated against that Party;

10.2.6. the other Party assigns or transfers under any title all or part of the rights acquired by the conclusion of this Agreement, except those expressly authorized hereunder; or.

10.2.7. the other Party suspends or threatens to suspend activities, in whole or in part, that make up a substantial part of its business.

10.3. In case of termination of the Contract for any reason:

10.3.1. the Client undertakes to pay immediately to the Company all invoices and interest outstanding for payment, as well as the costs related to the Services provided, but not yet invoiced, for which the Company will be entitled to present an invoice that protects them, which must be payable immediately at the time of their presentation and receipt;

10.3.2. the Customer shall be obliged to return all Equipment owned by the Company. Otherwise, the Company will be entitled to enter the Client's premises and take possession of the Equipment. Until the equipment has been returned or replaced to the Company, the Client will be responsible only for its custody and custody; and

10.3.3. the rights and obligations of the Parties arising from the termination and performance of any obligation expressly stated to remain in force even after the Contract has ended, shall not be affected.

10.4. Upon termination of the Agreement (however caused), Clauses 7, 8, 9, 19 and 20 shall prevail and continue in full force and effect.

11. FORTUITOUS EVENT OR FORCE MAJEURE.

11.1. For the purposes of this Clause 11, "Unforeseeable Event or Force Majeure" means an event, the occurrence of which is beyond the reasonable control of the complaining Party, including but not limited to the following events and circumstances:

11.1.1. acts of war (declared or undeclared), armed conflicts, civil disturbances or insurrection, blockades, embargoes, riots, sabotage, culpable damage, acts of terrorism or threats specific to such acts or events, or conditions attached to such acts or events;

11.1.2. strike, work stoppage, closure or other industrial disturbance or labor dispute (whether involving the applicable workforce of one of the Parties or coming from any other Party), or non-compliance of suppliers or subcontractors;

11.1.3. epidemics or plagues;

11.1.4. fires, earthquakes, cyclones, hurricanes, floods, droughts, lightning, storms, storm warnings, navigational and maritime hazards, or other acts of God;

11.1.5. breakage, fire, frost, explosion, mechanical shutdown or other damage or malfunction resulting in partial or complete shutdown of the complaining Party's facilities;

11.1.6. a law reform, impediment to government, or other act or failure to act by any government claiming jurisdiction over the Contract or its Parties; and which result in the inability of the Client or the Company, in whole or in part, to perform its obligations under the Contract (beyond the obligation to make payments of amounts due to the other Party), whose incapacity could not have been prevented or exceeded by the complaining Party exercising reasonable foresight, Planning or implementation.

11.2. If as a result of the Fortuitous Event or Force Majeure, any party becomes unable, in whole or in part, to fulfill its obligations arising from the conclusion of this Contract, these being different from the obligation to pay any amount due, in this case the obligations of the Party notifying said event, as far as possible and on the understanding that the obligations are affected by said Fortuitous Event or Force Majeure, they must be suspended for the duration of such disability caused and for a reasonable period thereafter as long as necessary for the affected Party to return to the state it was in prior to this event of Unforeseeable Circumstances or Force Majeure, but never for a longer period.

11.3. In the event that the Company is prevented from performing or providing the services, for any reason beyond its control, including events of

Fortuitous Event or Force Majeure, the Client undertakes to:

11.3.1. reimburse the Company for any expenses incurred or incurred; and

11.3.2. pay the proportion of corresponding fees for the Services that have actually been provided, releasing the Company as of right from any liability for failure to provide partial or total Services.

11.3.3. The Party claiming the Fortuitous Event or Force Majeure undertakes to notify the other Party within forty-eight (48) hours following the occurrence of the facts, and must keep the other Party informed of the significant events. Such notification must contain reasonably complete details of the Acts of God or Force Majeure and estimate the period of time that the Party is likely to require to remedy the Unforeseeable Event or Force Majeure.

11.3.4. The affected Party must make its best effort, within reason, to eliminate or reduce the situation of Unforeseeable Event or Force Majeure as quickly as possible and in a reasonable manner economically, but will not be obligated to resolve any labor dispute except on terms that are convenient and acceptable, on the understanding that these disputes must be handled within the sole discretion of the affected Party.

12. VARIATIONS AND CHANGE CONTROL.

12.1. The Company is entitled to amend the Services from time to time and without prior notice to comply with any applicable regulatory or security provisions, provided that such changes do not materially affect the nature, scope or prices of the Services.

12.2. If the Company requests, for any reason, a modification to the scope of the Services, the Client shall not, without good reason, deny or delay the authorization to do so.

12.3. In accordance with the provisions of Clause 12.1, no modification to the Contract or these General Conditions or to any of the documents referred to therein will be valid unless it is granted in writing and duly signed by each of the Parties.

12.4. If at any time the Client wishes to make any modification to the contracted Services or request

the provision of new services, in addition to the contracted services, the Client undertakes to submit such request in writing to the Company and the provision of these additional services will be subject to the prior written agreement of the Parties, always in accordance with these General Conditions and, in particular, with the requirements of the Clause

12.5. In the event of a request for modification of the Services or in the case of additional Services, as defined in Article 12.4 above, the Company undertakes to notify the Client of any additional costs and expenses due and payable arising as a result thereof, and the Company shall only be obliged to provide such Additional Services or modification to the contracted services when the Client expresses in writing its agreement with such costs. Unless otherwise agreed in writing between the parties, the provision of all additional Services or modification to the contracted services must be subject to the provisions of the Contract, as well as the provisions of these General Conditions.

13. RENUNCIA.

13.1. The waiver of any right arising under the Agreement will only be valid if it is granted in writing and will only be applicable to the provisions or circumstances for which it is granted. No omission or delay by either Party in exercising any right or action arising under the Contract or the Act shall constitute a waiver of this or any other right or action, nor shall it exclude or limit its future exercise. No individual or partial exercise of such right or action should exclude or limit the future exercise of this or any other right or action.

14. AMENDS.

14.1. If any court or other competent authority finds any provision or part of any provision of the Agreement invalid, illegal or unenforceable, that provision or part of that provision shall, to the extent required, not be considered an integral part of the Contract and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision or part of a provision of the Agreement is held to be illegal, invalid or unenforceable, the provision in question will become enforceable with the minimum modification necessary to make it legal, valid and enforceable.

15. TOTAL AGREEMENT.

15.1. The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and communications between the Parties in relation to the provision of the Services by the Company. Unless otherwise agreed in writing between the Parties, these General Conditions shall prevail over any term or condition defined in the Client's Service Request and over any other communication made with the Company.

15.2. Each Party acknowledges that in entering into this Agreement it shall not assert or enforce any action with respect to any representation, representation, or warranty (even if made negligently or innocently) except those relating to breach of contract expressly agreed to in the Agreement.

15.3. Nothing contained in Section 15 shall limit or exclude any liability arising from fraud.

16. ASSIGNMENT.

16.1. Unless previously authorized in writing by the Company, the Client undertakes not to assign, transfer, encumber, mortgage, subcontract or negotiate in any way, with all or any of the rights or obligations that correspond to him by the conclusion of the Contract.

16.2. The Client expressly acknowledges and accepts that the Company may, at any time, assign, transfer, encumber, mortgage, subcontract or negotiate under any modality with all or any of the obligations that correspond to it for the conclusion of the Contract, being entitled to subcontract or assign under any modality to any third party, any or all of its obligations and rights to which by the conclusion of this Contract correspond to it.

16.3. Each of the Parties that acquires rights and obligations by entering into the Contract will act in its own name and not on behalf of a third party.

17. NO ASSOCIATION OR SOCIETY

17.1. Nothing in the Agreement shall be construed or construed as constituting any kind of partnership, association or representation of any kind between the Parties, nor may a Party of the other be constituted as an agent or commission agent for any purpose. Neither Party shall have the power to act as agent or commission agent to bind

or bind the other Party in any way.

18. NOTIFICATIONS.

18.1. All notices or other communications and exchanges of documents necessary for the execution of the Contract, to be considered valid, must be delivered personally upon acknowledgment of receipt, by registered mail, by fax, by email or by any other written form previously agreed in writing by the Parties.

18.2. These documents will be considered as valid:

18.2.1. if it is by fax, at the time of transmission, provided that confirmation of receipt is available;

18.2.2. if delivered by hand, on the date of delivery;

18.2.3. if it is via certified mail, three (3) business days after the date of shipment;

18.2.4. if it is via email, once it has been received legibly and the automatic electronic acknowledgment of receipt is available.

18.3. This Section 18 shall not apply to any proceeding in any proceeding within any legal action.

19. WAIVER OF IMMUNITY FOR SOVEREIGNTY.

19.1. Each Party acknowledges and agrees that the Agreement constitutes a commercial transaction, and that its rights and obligations under the Agreement are commercial and non-governmental in nature. To the extent permitted by applicable laws and regulations, each Party irrevocably waives for itself and its assets, any and all immunities arising from applicable jurisdiction, law enforcement and for any other purpose.

20. APPLICABLE LAW AND JURISDICTION.

20.1. The Contract and any dispute, disagreement or claim arising out of or in connection with it or its content, its execution, interpretation and enforcement is governed by Colombian law. The Parties shall endeavour to reach an amicable solution of all disputes arising and those not resolved with respect to the scope of this agreement, or in case of breach of the obligations arising from it, its execution, settlement and interpretation undertake to resolve them in accordance with the Law on Arbitration and Mediation. For this purpose,

	General Terms and Conditions of the Service	Código: OD-SG-002
		Versión: 01
		Fecha: 24/03/2021

the Parties renounce domicile and submit to the Mediation and Arbitration Centers of the Chamber of Commerce of Bogotá. In case of not reaching an agreement after Mediation, the parties submit the case to Arbitration. The Tribunal shall be composed of three arbitrators, appointed by the CCQ. The Court shall decide in law. For the enforcement of interim measures, the Arbitral Tribunal is empowered to request compliance with public, judicial, police and administrative officials, without the need to resort to any ordinary judge. The place of arbitration will be the facilities of the Arbitration and Mediation Center of the Chamber of Commerce of Bogotá. The arbitral proceedings shall be neutral.