

Global Relocation Service

Terms and conditions

Effective date: 1.10.2019

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Agreement: the contract between the Customer and Global Relocation Service for the supply of the Services in accordance with these Conditions, the Contract and any Schedules.

Business Day: a day other than a weekend or public holiday in the relevant country where Services are being provided.

Charges: the charges payable by the Customer for the supply of the Services in the relevant Contract, in accordance with clause 8.

Consumer Price Index: the measure of inflation published from time to time in any relevant jurisdiction.

Customer: the person or firm who purchases Services from Global Relocation Service.

Data Protection Laws: any applicable data protection or privacy laws or regulations including the General Data Protection Regulation (EU) 2016/679, the Law nr. 180/2018 about data privacy and any laws that implement, supersede, replace or override any of those laws or regulations, and the terms “personal data”, “data controller”, “data processor”, “data subject”, “personal subject” and “processing” have the meanings given to those terms in the applicable Data Protection Laws from time to time.

Deliverables: all documents, products and materials provided by Global Relocation Service to the Customer in relation to the Services.

Event of Force Majeure: any circumstance not within a party's reasonable control including, without limitation, strikes, lockouts or other labour disputes or disturbances, acts of nature, fire, floods, lightning, severe weather, shortages of materials, rationing, utility failures, failure of or delay of any person from which the party must obtain information in order to perform its obligations under the Agreement (other than a Group company of such party), failure or delay in any system of electronically transmitting or receiving information or funds, earthquakes, war, revolution, terrorist act, civil commotion, acts of public enemies, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government.

Intellectual Property Rights: all copyright, trade marks, service marks, trade, business and domain names, rights in computer software, database rights, rights in confidential information and any

other intellectual or industrial property rights, whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world.

Contract: a written order for Services in any form that the parties may agree from time to time.

Representatives: directors, officers, employees, agents, sub-contractors and professional advisers.

Global Relocation Service: incorporated in Romania and whose registered address is nr. 21 Parangulu str, Bucharest.

Services: the services, (as may be amended from time to time by agreement between the parties), including any Deliverables, to be supplied by Global Relocation Service

Specification: the description or specification of the Services provided in writing by Global Relocation Service to the Customer.

2. BASIS OF AGREEMENT

2.1 The Contact is an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Contact will only be accepted when Global Relocation Service accepts the Contact, in writing.

2.3 Any descriptive matter or advertising issued by Global Relocation Service or contained in Global Relocation Service ` catalogues or brochures or on Global Relocation Service ` website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of the Agreement or have any contractual force.

2.4 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1. Global Relocation Service cannot provide Services in those territories or countries where Global Relocation Service decides, at its sole discretion, that it is not permitted to do so, due to the imposition of country- or territory-wide trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures.

3.2 The Customer may request that Global Relocation Service provide further Services, or provide the Services in extra locations, or amend the scope of any existing Services. If the parties agree on the terms on which those extra Services or locations are to be provided on, the parties will enter into further Contact or amend existing Contact, as applicable.

3.3 In supplying the Services, Global Relocation Service will: (a) perform the Services with reasonable care and skill; (b) perform the Services in accordance with the Specification in all material respects; (c) ensure that the Deliverables are of satisfactory quality and are fit for purpose; (d) comply with all applicable laws, statutes, regulations and codes from time to time in force. Global Relocation Service will not be liable to the Customer if such compliance causes it to breach of any of its obligations under the Agreement; and (e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always

provided that Global Relocation Service may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Agreement.

3.4 If Global Relocation Service is delayed in or prevented from performing its obligations under the Agreement due to circumstances not within its reasonable control (but not due to the Customer or any of its Representatives), Global Relocation Service due to the prevention or delay; and (b) be entitled to payment of the Charges despite the prevention or delay.

3.5 Notwithstanding that Global Relocation Service may provide information and its opinion on local law and practice, Global Relocation Service is not qualified to provide legal advice and will not purport to do so. Global Relocation Service will not be held liable for any advice given, or for not giving advice. The Customer must decide whether it should seek legal advice on any matter.

3.6 Global Relocation Service will not be held liable for changes in law and policy that may impact the outcome of any Services, including any immigration services.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer will: (a) co-operate with Global Relocation Service in all matters relating to the Services; (b) give Global Relocation Service and its Representatives the access to the Customer's data, premises or facilities, that Global Relocation Service reasonably requires, in a timely manner and at no charge; and (c) give, in a timely manner, the Customer Materials that Global Relocation Service reasonably requires, and ensure that they are materially accurate.

4.2 If Global Relocation Service is delayed in or prevented from performing its obligations under the Agreement due to the Customer or any of its Representatives, Global Relocation Service will: (a) not be liable for any costs, charges or losses that the Customer incurs due to the prevention or delay; (b) be entitled to payment of the Charges despite the prevention or delay; and (c) be entitled to recover any additional costs, charges or losses Global Relocation Service incurs from the prevention or delay

4.3 The Customer warrants that the documents and information it or its Representatives give to Global Relocation Service, for the performance of the Services, are genuine, true and accurate. Global Relocation Service will not be liable for any costs, charges or losses that the Customer or its employees incur if they are not.

5. INTELLECTUAL PROPERTY

5.1 Global Relocation Service will retain ownership of all Supplier IPRs. The Customer and its licensors will retain ownership of all Intellectual Property Rights in the Customer Materials.

5.2. All Intellectual Property Rights and all other rights in the Deliverables and the documents, information and materials relating to the Services which existed before the Agreement (the "PreExisting Materials") will be owned by Global Relocation Service.

6. DATA PROTECTION

6.1 Each party will comply with the Data Protection Laws, as they apply to the Agreement.

6.2 In respect of personal data collected, processed or accessed by Global Relocation Service or Representatives, on the Customer's behalf and/or on behalf of any member of the Customer's group, the Customer will be the data controller and Global Relocation Service will be the data processor.

6.3 Where Global Relocation Service is processing personal data as a data processor for the Customer, Global Relocation Service will: (a) process such personal data only pursuant to and in accordance with the legal instructions of the Customer or for the purpose of providing the Services or as otherwise agreed in writing with the Customer; (b) have in place appropriate technical and organisational measures which ensure a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected and which protects all personal data against accidental or unlawful destruction or accidental loss or alteration or unauthorised disclosure, access, or processing; (c) notify the Customer as soon as reasonably practicable of any notifications or communications it may receive from any relevant data protection authority relating to such personal data or any complaint, notice or communication from an individual about the processing of their personal data and forward as soon as practical upon receipt any requests for access to personal data and provide the Customer with full co-operation and assistance in relation to the same; and (d) only transfer, or cause, or permit the transfer of such personal data to a country or territory outside the European Economic Area as required to provide the Services, and the Customer consents to such transfer.

6.4 The Customer acknowledges that Global Relocation Service is reliant on the Customer for direction as to the extent to which Global Relocation Service is entitled to use and process the personal data. Consequently, where requested by Global Relocation Service, the Customer will confirm such instructions to it in writing, and Global Relocation Service will not be liable for any claim brought by a data subject arising from any action or omission by Global Relocation Service, to the extent that the action or omission resulted directly from Customer's instructions.

6.5 The Customer hereby warrants, undertakes and represents that it has all necessary rights, titles, consents, permissions, authorisations and licences (including those required under Data Protection Laws) to enable Global Relocation Service and its sub-processors to lawfully process any personal data which is processed for, or on behalf of the Customer for the purposes of, or otherwise in connection with, the provision of the Services, and/or as contemplated under the Agreement. In particular, the Customer will be responsible for: (i) obtaining any consents required from its employees or contractors to ensure that Global Relocation Service is able to provide Services in relation to such employee or contractor in accordance with Data Protection Laws; and (ii) providing such employee or contractor with a fair processing notice (in the manner and form prescribed under relevant Data Protection Laws) which will inform that employee or contractor that their personal data will be processed for the Global Relocation Service Purpose. Without limiting any of the Customer's other obligations set out in this clause

6.6. The Customer will indemnify, and keep indemnified, Global Relocation Service and its officers, directors, agents and employees (and those of any member of its Group) (each an "Indemnified Party") against any and all losses including, claims, damages, costs (including legal costs and/or expenses), charges, expenses, liabilities, demands, proceedings and actions and fines that may be assessed or asserted against, or incurred by, any Indemnified Party arising out of, or in connection

with (i) any breach of clause by the Customer; and/or (ii) any actual or alleged breach or contravention of Data Protection Laws by, or on behalf of, the Customer, which causes Global Relocation Service to be in actual or alleged breach or contravention of Data Protection Laws.

7. CHARGES AND PAYMENT

7.1 The Customer will pay Global Relocation Service the Charges in accordance with this clause 8, as well as any additional charges arising due to the Customer having altered its instructions. If any information provided by the Customer is or becomes incorrect, Global Relocation Service may adjust its Charges, accordingly.

7.2 All amounts payable by the Customer exclude any taxes, which (if applicable) the Customer will additionally be liable to pay to Global Relocation Service at the prevailing rate, subject to receipt of a valid tax invoice.

7.3 Global Relocation Service will submit invoices for the Charges plus any applicable tax to the Customer as soon as practicably possible.

7.4 The Charges exclude any additional third party fees, costs and other ancillary expenses reasonably incurred in connection with the Services, which the Customer will reimburse to Global Relocation Service, after Global Relocation Service submits an invoice.

7.5 The Customer will pay each invoice due and submitted to it by Global Relocation Service in full in cleared funds within **15 days of receipt**, by electronic transfer to a bank account nominated in writing by Global Relocation Service.

7.6. If the Customer fails to make any payment due to Global Relocation Service under the Agreement by the due date for payment, the customer will pay delaying penalties as written in the contract.

7.7 All amounts due under the Agreement will be paid by the Customer to Global Relocation Service in full without any set-off, counterclaim, deduction or withholding.

7.8. Global Relocation Service may adjust the Charges to reflect increases or decreases in: (a) the cost of any major inputs into the Services indicated by the percentage increase or decrease in any Consumer Prices Index; or (b) exchange rates between Lei and either the origin or destination currency, based on the average rate of exchange between the currencies.

8. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.1 Nothing in the Agreement will limit or exclude Global Relocation Service ` liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; and (c) any liability which cannot be limited or excluded by applicable law.

8.2 Global Relocation Service will not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d)

loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; or (g) any indirect or consequential loss, even if the loss was reasonably foreseeable or the party in default has been advised of the possibility of such losses.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the Agreement that is either irremediable or, if remediable, remains un-remedied 10 days after written notice to remedy the breach;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or any analogous procedure;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

9.2 On termination of the Agreement the Customer will immediately pay to Global Relocation Service all of Global Relocation Service outstanding unpaid invoices (including any interest and fee payable) and, in respect of Services supplied but for which no invoice has been submitted, Global Relocation Service may submit an invoice, which will be payable immediately on receipt.

9.3 Termination of the Agreement will not affect any of the parties' accrued rights, remedies or liabilities, and any provision of the Agreement that is expressly or impliedly intended to come into or continue in force on or after termination, will remain in full force and effect.

10. Confidentiality

10.1. (a) Each party will: (i) keep confidential any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or any member of their Group ("Confidential Information"), except as permitted by clause (b); and (ii) only use the other party's Confidential Information for the proper performance of the Agreement.

(b) Each party may disclose the other party's Confidential Information: (i) to its Representatives, who need to know the information for the proper performance of the Agreement. Each party will ensure that its Representatives comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.2 Entire agreement. (a) The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out

in the Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

10.3. Waiver

A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not: (a) waive that or any other right or remedy; or (b) prevent or restrict the further exercise of that or any other right or remedy.

10.4. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.

10.5. Independent Contractors

Global Relocation Service will act solely as an independent contractor. Nothing in the Agreement will create the relationship of principal and agent, employer and employee, partners or joint venturers.

10.6 Notices

(a) Any notice or other communication given to a party under or in connection with the Agreement must be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and will be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email. (b) A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause

10.7. Third party rights

No one other than a party to the Agreement will have any right to enforce any of its terms.

10.8. Disputes

(a) If there is a dispute between the parties, then the senior management of the parties will meet to discuss the issues in good faith, with the aim to resolve the dispute amicably. (b) Nothing in the Agreement will prevent either party from seeking injunctive or oer interim relief from any court.

11. Governing law

The Agreement is governed by the law of Romania.

12. Jurisdiction

Each party agrees that the courts of Romania has jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

13. Contact

For any other information or requests, our data protection department contact is :

gdpr@globalrelo.com