GENERAL CONTRACTUAL CONDITIONS

for the Procurement of IT & Consulting Services by Discordia AD and the members of Discordia Group

I. INTRODUCTION

I.1 These General Contractual Conditions („GCC“) shall apply to all Services rendered to or supplied to Discordia AD, Bulgaria, Sofia 1528, 7 Iskarsko Shousse Blvd., Trade Centre Europe, Building 1, Floor 3, and/or to **Discordia AD Affiliates** (“CUSTOMER”) by a third party (“SUPPLIER”). Any detailed provisions concerning such Services shall be agreed in individual agreements with the SUPPLIER, these being Statement of Work or a subsequent Order Form (“Individual Agreement”).

I.2 Unless explicitly agreed otherwise in an Individual Agreement, general business conditions of the SUPPLIER and of any third-party supplier shall not become part of the Individual Agreement between the CUSTOMER and the SUPPLIER, even if the CUSTOMER does not expressly object to them.

I.3 These GCC shall also apply to all modifications, supplements or enhancements of Services which are developed/prepared on the basis of an Individual Agreement, unless the Parties agree otherwise in writing. The requirement of the written form can only be waived in writing.

I.4 Capitalized terms used in these GCC shall have the meaning set out in Definitions included in these GCC.

II. GENERAL CONDITIONS

1. Application of the GCC

1.1 These GCC apply to: (i) the delivery of IT & consultancy services and the related to them (ii) Goods, (iii) works, (iv) other services. For the purpose of applying the general principles and obligation under the Agreement, works and services may be used interchangeably.

1.2 These GCC shall apply to all matters not expressly governed by the Framework Agreement or the Individual Agreement.
1.2.1. In case of any conflict between the contractual documents, the following order of precedence shall apply (in descending order):

(i) the Framework Agreement;
(ii) the Order Form;
(iii) the Statement of Work (SOW);
(iv) these GCC.

1.2.2. The SUPPLIER shall comply with the CUSTOMER’s Code of Conduct at all times. No contractual document shall be interpreted as limiting or excluding the SUPPLIER’s obligations under the Code of Conduct.

1.3 Unless otherwise provided for in an Individual Agreement, the CUSTOMER shall have the right to transfer all rights, work results and claims stipulated therein of the CUSTOMER to any of the Customer's Affiliates. In such case, the SUPPLIER shall be obliged vis-à-vis such Affiliates directly to comply with the provisions of these GCC.

1.4 If applicable, special provisions which are required due to regulatory and legal regulations are included in Exhibits and are integrated parts of the Individual Agreement.

2. Principles of Performance

2.1 In performing the Services, the SUPPLIER shall at all times:

(i) perform the agreed services (including those services which can reasonably be regarded as ancillary services to the contractually agreed main services) with due care and in accordance with the relevant technical standards;
(ii) comply with all laws and/or regulatory requirements applicable to the SUPPLIER (or its respective Affiliate);
(iii) comply with Commonly Acknowledged Industry Standards and Practices;
(iv) comply with the Compliance Rules and Policies of the CUSTOMER including its Code of Conduct for Suppliers, which may be reasonably modified by the CUSTOMER from time to time;
(v) comply with the Data Protection and Security Standards of the CUSTOMER as agreed in the respective Individual Agreement, which may be reasonably modified by the CUSTOMER from time to time;
(vi) obtain and maintain during the term of the Individual Agreements all consents and rights necessary to perform its obligations under the Individual Agreement.

2.2 In performing the Services, the SUPPLIER shall not interfere with, and/or adversely impact the business of the CUSTOMER.

3. Delivery/Time of Performance/Delay

3.1 The place of delivery and/or rendering the Services shall be set forth in the Individual Agreement.

3.2 The SUPPLIER may not withhold the delivery of Goods as security for claims against the CUSTOMER.

3.3 The delivery terms for Goods shall be DDP at the site agreed in the relevant Individual Agreement, as per the Incoterms 2022. Partial deliveries and partial services shall not entail the passage of risk from the SUPPLIER to the CUSTOMER.

3.4 All Goods shall be suitably packed in a way that the packaging is safe and fit for the respective transport. Packing slips, labels, tags, etc. shall be provided by the SUPPLIER in order to secure an unmistakable identification of the items delivered and an unmistakable quantitative ascertainment. SUPPLIER shall ensure disposal of the packaging material immediately after delivery, at SUPPLIER´s cost.

3.5 The SUPPLIER shall perform and complete the Services in a timely manner, and in accordance with any applicable time schedules set out in the Individual Agreement. Deadlines and terms regarding the provision of Services shall be binding, unless otherwise expressly agreed in writing between the SUPPLIER and the CUSTOMER for certain cases or circumstances.

3.6 If the SUPPLIER has not duly performed and completed the agreed Services within the agreed timeframe, the SUPPLIER shall be in default.

3.7 If a default exceeds 4 weeks, the CUSTOMER shall have the right – at its discretion – to either withdraw or to terminate (in each case either in whole or in part) the respective Individual Agreement for material cause (extraordinary termination), this being without prejudice to any other rights the CUSTOMER may have under the Individual Agreement or Applicable Law.

3.8 CUSTOMER shall have the right to terminate the particular Individual agreement (SOW) for chronic service underperformance in the event:
a) applicable monthly SLRs are not achieved during three (3) consecutive months; or
b) applicable monthly SLRs are not achieved during any five (5) months within a rolling twelve (12)-month period.

3.9 In case of Force Majeure or other circumstances not falling within the sphere of the SUPPLIER and its Subcontractors, in particular if a delay has been caused by the CUSTOMER, such shall not be considered as a delay for which the SUPPLIER is responsible. In such cases, the deadlines and terms shall be extended by the duration of the hindrance, provided, however, that the SUPPLIER has immediately and in writing informed the CUSTOMER

of any default, for which the SUPPLIER is not responsible, including information on the consequences of such default (e.g. term of delay). If the SUPPLIER does not comply with such duty to inform, it cannot rely thereupon at a later time. In case the Force Majeure continue for more than 20% of the total duration of the individual agreement, the CUSTOMER shall have the right to terminate it without notice.

3.10 Generally, if the SUPPLIER cannot meet an agreed deadline, such shall be notified in writing to the CUSTOMER without delay together with information on the reasons for such delay and its expected term; such notification shall, however, not prejudice any rights the CUSTOMER may have due to the default.

4. Documentation

4.1 Any Services shall include the delivery of state-of-the-art documentation related to the Services, including (depending on the kind of Service) but not limited to (i) user documentation; (ii) technical documentation; (iii) development documentation in case of Individual Software; (iv) documentation concerning customizations, configuration, implementation, integration and migration; (v) maintenance documentation and reports; and (vi) Project documentation. Details concerning documentation shall be set forth in the respective Individual Agreement.

4.2 The supply of documentation shall be deemed a material obligation of the SUPPLIER.

4.3 All documentation shall be in English, unless agreed otherwise in writing.

5. Personnel, Governance and Subcontracting

5.1 Each Party shall assign an adequate number of Personnel to perform the Services, who are properly educated, trained, skilled and familiar with the Services they are assigned to perform and have the required know-how, competence and skills. Upon CUSTOMER´s request, the SUPPLIER shall promptly provide to the CUSTOMER a written confirmation of the skills and experiences of the SUPPLIER´s and/or Subcontractor´s Personnel, including resumes. The Personnel shall form a team that will be composed of a core part and a flexi part (“Team”).

5.2 The SUPPLIER shall ensure that, whilst present at the CUSTOMER’s premises, the SUPPLIER itself and SUPPLIER’s personnel will:

(i) comply with the reasonable rules and regulations of the CUSTOMER, including but not limited to health, safety, security and confidentiality, applicable at the location at which the work is taking place (“work location”);
(ii) observe all lawful regulations of the CUSTOMER and the laws of the country, in which the work is taking place;
(iii) take reasonable security precautions with materials and information under the SUPPLIER´s control.

The SUPPLIER shall indemnify and keep harmless the CUSTOMER from and against any liability for making any payments or deductions, which may be due in respect of the SUPPLIER’s personnel by way of national insurance contributions and income tax or other similar statutory deductions on any fees or expenses or other remuneration paid to the SUPPLIER or on behalf of the SUPPLIER’s personnel.

5.3 The SUPPLIER shall provide to the CUSTOMER a certificate concerning the applicable European Union legislation form (Form A1) - or an equivalent certificate - for each of its Personnel for purposes of social insurance in cases in which SUPPLIERS personnel is working cross border on site at premises of CUSTOMER or CUSTOMERS Group Companies.

5.4 The SUPPLIER shall be solely responsible and shall bear any risk regarding work permits for its staff, or for trading license or for tax or social security payments, each in connection with the performance of the Services. The SUPPLIER shall ensure that the SUPPLIER itself as well as its personnel observe all lawful regulations of the CUSTOMER and the laws of the country in which the work is taking place.

5.5 The SUPPLIER shall provide to the CUSTOMER a copy of its registration form. Work permits are to be applied for directly by the SUPPLIER or, as the case may be, by the respective Subcontractors as the CUSTOMER does not employ the Personnel.

5.6 The Parties shall specify in the Individual Agreement which individuals/roles are considered to be key for the performance of the respective Services ("Key Personnel" and "Key Persons"). If the SUPPLIER wishes to substitute any Key Person by another individual, the substitute must have similar qualifications and a similar level of experience as the person the SUPPLIER intends to replace. In addition, any such exchange is only permitted for important reasons (such as sickness or termination of the employment relationship), and requires the prior written consent of the CUSTOMER, which consent, however, shall not be withheld unreasonably.

5.7 The CUSTOMER shall be entitled to request the immediate removal and replacement of any SUPPLIER's or Subcontractor´s Personnel from any CUSTOMER facility, if such person (i) is threatening or abusive, (ii) commits a crime, breaks any law or regulation or engages in an act of dishonesty, which makes it unacceptable for the CUSTOMER to continue dealing with such a person; or (iii) materially violates the Compliance Rules and Policies and/or the Data Protection and Security Standards of the CUSTOMER.

5.8 The SUPPLIER shall promptly remove any SUPPLIER or Subcontractor´s Personnel in performing Services, if the CUSTOMER, in good faith, finds such SUPPLIER or Subcontractor´s Personnel´s performance to be insufficient for the fulfilment of the tasks assigned to him/her and so notifies the SUPPLIER. In such cases, the SUPPLIER shall promptly provide an appropriate replacement, whose appointment shall be subject to CUSTOMER´s prior approval.

5.9 With respect to Project Services, the following shall apply:

5.9.1 In the Individual Agreement or at the beginning of a Project, each Party will nominate a project manager ("Project Manager"). The Project Managers shall have the authority to make decisions on short notice.

5.9.2 Each Project Manager is responsible for the steering, management and supervision of its own project team; to the extent necessary, the Project Manager will be assisted by the Project Manager of the other Party.

5.9.3 Unless agreed differently in the Individual Agreement, the SUPPLIER´s Project Manager shall in regular intervals document the progress of the rendering of the Services and shall make appropriate status reports available to the CUSTOMER. Such status reports shall inform, in particular, about the then-current status of the Services, about any deviations from project plans, about any pending Change Requests and other relevant circumstances.

5.9.4 The Parties shall institute a project steering committee ("Steering Committee") to steer and supervise the Project implementation. The Steering Committee shall be responsible for making decisions on issues submitted by the Project Managers, furthermore for the supervision of the project progress. The Steering Committee shall meet whenever requested by a Project Manager, in addition periodic meetings can be provided for in the respective Individual Agreement.

5.9.5 Specific provisions concerning governance may be provided for in the respective Individual Agreement.

5.9.6 Unless agreed otherwise in the Individual Agreement, any technical, functional and other requirements of the CUSTOMER for the Services shall be at least roughly described and provided by the CUSTOMER in writing, for example, in the form of specification requirements ("Specification Requirements"). The SUPPLIER is obliged to carefully examine any Specification Requirements provided by the CUSTOMER and to inform the CUSTOMER in writing about any possible perceivable deficiencies/objections relating to such Specification Requirements without delay, so that the CUSTOMER can, as the case may be, correct/modify the concerned Specification Requirements.

5.9.7 Unless agreed otherwise in the Individual Agreement, on the basis of the Specification Requirements, the SUPPLIER shall, particularly in connection with works contracts, prepare an implementation specification ("Implementation Specification"), which shall be reviewed by the CUSTOMER.

The Implementation Specification shall become an integral part of the Individual Agreement only after its written acceptance by the CUSTOMER. It shall prevail over the Individual Agreement only as regards the technical and organizational details of the implementation, and shall not amend the scope of the Services, the fees, the deadlines or any other commercial or legal terms of the Individual Agreement, unless the Parties expressly agree so in a written amendment to the Individual Agreement. The Implementation Specification shall also include any specifics concerning the cooperation duties of the CUSTOMER including its required resources (plan concerning resources) as well as a detailed project plan and other relevant requirements necessary for the implementation of the Services.

The CUSTOMER's review or acceptance shall not relieve the SUPPLIER of its responsibility for the correctness and completeness of the Implementation Specification.

5.9.8 The Parties may also agree on a detailed analysis phase, the purpose of which is the review of specifications and/or requirements, the outcome of which are detailed analysis documents, which may also become part of the Implementation Specification.

5.9.9 Should the Parties decide explicitly in an Individual Agreement on an agile or hybrid project approach (method) the Parties shall – in deviation from/modification of the relevant provisions of this Chapter – describe the applicable methods, roles and responsibilities as well as the project organization and management, the remuneration model, the termination rights, the acceptance rules and other specifics in the respective Individual Agreement.

5.10 If services (other than works), such as consulting services and trainings, are the object of the Individual Agreement, no project organization is required. In such case, both Parties will, either in the Individual Agreement or at the beginning of the Services, nominate a service manager ("Service Manager"). The Service Managers shall have the authority to make decisions on short notice.

5.11 Any decisions made, whether by the Project Managers, the Service Managers or the Steering Committee or any other body, shall only become binding if they have been made or confirmed in writing. In case of e-mails, the receipt thereof must explicitly be confirmed by the recipient by mail in order to become effective. For any amendments of the agreed upon terms of the individual agreement, a written document shall be executed.

5.12 Even if Personnel of the SUPPLIER provide Services at the location of the CUSTOMER, exclusively the SUPPLIER shall have the authority to give instructions to these employees and the SUPPLIER shall have the exclusive organizational control of such employees.

5.13 The SUPPLIER may engage for the fulfilment of its contractual Services only such Subcontractors that were pre-approved in writing by the CUSTOMER.

5.14 The SUPPLIER shall ensure and procure that all of its Subcontractors will have submitted to the relevant provisions of the Agreement, in particular the provisions concerning Confidentiality, Data Protection, Security, Compliance including audit rights and Intellectual Property Rights. Upon request of the CUSTOMER, the SUPPLIER shall make available to the CUSTOMER without delay the respective agreements with its Subcontractors and any additional information the CUSTOMER may reasonably request from the SUPPLIER in this connection.

5.15 The SUPPLIER shall assume the full responsibility for any Services rendered or supplied by its Subcontractors.

6. Security

6.1 When present at CUSTOMER´s facilities or accessing CUSTOMER´s systems or accessing and/or processing CUSTOMER´s data and CUSTOMER´s records, the SUPPLIER and the Subcontractors shall observe and comply with (i) the CUSTOMER´s Compliance Rules and Policies and its Data Protection and Security Standards, and (ii) any reasonable instructions from the CUSTOMER´s Personnel.

6.2 The SUPPLIER and Subcontractors shall enforce and maintain appropriate technical, organizational and/or logical security measures to protect (i) CUSTOMER´s and SUPPLIER´s and Subcontractor's facilities from

unauthorized access; and (ii) CUSTOMER´s data and CUSTOMER´s records against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

6.3 Upon becoming aware of any actual or potential security breach in connection with CUSTOMER related Services and Data (Security Incident), the SUPPLIER shall:

(i) send a written notification to the CUSTOMER Business Units and additional to infosec@discordia.bg and (+359 887 551 566) without undue delay but at least within 2 hours after verification; the notification shall include at least following details, if initially not all information is available, the SUPPLIER should provide details as soon as they are known in a staged reporting:
- Contact information of SUPPLIER incident responsible
- What occurred
- How occurred
- Why occurred
- Components / assets affected
- CUSTOMER services / data affected
- Date and time the incident occurred
- Date and time the incident was discovered
- Business impact / effect for CUSTOMER services / data
- Incident resolution
- Action taken to resolve incident
- Action planned to resolve incident

(ii) use all reasonable efforts to avoid such incidents or reduce its consequences;
(iii) continuously inform the CUSTOMER of the measures he is taking or intends to take;
(iv) obtain the CUSTOMER´s prior written approval pursuant to Applicable Law in connection with any notification or public information with respect to such breach, and
(v) coordinate any further activities with the CUSTOMER.

6.4 The SUPPLIER and its Subcontractors shall produce, keep, maintain and monitor at all times during the contractual relationship with the CUSTOMER a back-up, security and emergency concept, as required by Applicable Law, Regulatory Requirements, and the Commonly Acknowledged Industry Standards and Practices for supplies of services for the transportation industry, if and to the extent they concern or may concern the Services.

7. Confidentiality, Data Protection and Use of Artificial Intelligence:

7.1 The Party which is the Receiving Party undertakes to keep all Confidential Information strictly confidential and not to disclose or making it available to any third parties (except as provided below). A Receiving Party may disclose Confidential Information to its representatives or employees as well as to the representatives or employees of its Affiliates or of a subcontractor, provided that and to the extent the Confidential Information is necessary for the fulfilment of the contractual services. Furthermore, Confidential Information may only be disclosed to representatives or employees of an Affiliate or a Subcontractor if the respective subsidiary or Subcontractor has expressly undertaken to comply with all confidentiality provisions as set forth in this clause.

7.2 The confidentiality obligations of the Receiving Party shall not apply:

(i) with respect to a Confidential Information which - through no breach by the Receiving Party against its confidentiality obligations - was already publicly known at the time of its disclosure to the Receiving party or which at a later date became publicly known; or
(ii) if and to the extent that the Receiving Party is required by applicable law, or by enforceable decision of a competent court, or by the order of a regulatory authority or a governmental agency to a disclosure; or
(iii) with the Disclosing Party's prior written consent.

In case of disclosure under (ii), the Receiving Party shall, to the extent legally permitted, notify the Disclosing Party in writing before the disclosure and shall disclose only the part of the Confidential Information it is legally required to disclose.

7.3 At the request of the Disclosing Party (which it is entitled to do at any time) and in any event upon completion of all contractual services, the Receiving Party shall return all Confidential Information to the Disclosing Party or irrecoverably delete or destroy all Confidential Information, without retaining any copies. This notwithstanding a Receiving Party shall be permitted to retain Confidential Information (in whole or in part) only if so required by mandatory legal provisions relating to accounting and recording obligations, whereby the foregoing confidentiality obligations shall continue to apply.

7.4 The SUPPLIER and its Subcontractors shall comply with all applicable data protection laws and regulations. Should the contractual services require the SUPPLIER (or its Subcontractors) to act as Data Processors, the SUPPLIER and its Subcontractors shall enter into a separate data processing agreement pursuant to a template that is provided by the CUSTOMER.

7.5. Use of Artificial Intelligence.
The SUPPLIER shall not use Confidential Information to train, fine-tune or otherwise improve any AI System or the model underlying it without the CUSTOMER's prior written consent. Any request for consent shall describe the intended use, the model and the Confidential Information concerned.

The SUPPLIER may process Confidential Information using Generative AI Tools, including those embedded in standard business software, provided they are operated under enterprise or private terms that keep the inputs confidential and exclude their retention beyond what is necessary and their use for training.

The SUPPLIER shall not enter Confidential Information into any Public AI Tool. Doing so shall constitute a disclosure to a third party under this GCC.

8. Compliance/Audits

8.1 The CUSTOMER, its Affiliates and their auditors and regulators may review whether the SUPPLIER and its Subcontractors comply with Applicable Law, Regulatory Requirements, the Agreement, the Compliance Rules and Policies and the Data Protection and Security Standards in performing the Services.

8.2 For the purposes of Section 8.1, the CUSTOMER, its concerned Affiliates, their internal and external auditors, and the competent regulatory authorities shall have the right to request information/documentation/reports from the SUPPLIER and its Subcontractors for any of the following purposes; (i) to verify the accuracy of invoices; (ii) to examine data and records with respect to the compliance with Applicable Law, Regulatory Requirements and the Individual Agreement, in particular the applicable Compliance, Security and Data Protection rules, which affect the Services; (iii) to review operations and procedures applied in performing the Services; (iv) and to verify SUPPLIER´s performance in rendering the Services. Not later than 10 days after the request of the CUSTOMER and/or the Affiliates, the SUPPLIER shall submit any requested documents.

8.3 In addition to the rights mentioned in Section 8.2, if so requested by the CUSTOMER, the concerned Affiliates, their auditors or the competent regulatory authorities, such bodies shall have the right to examine and audit SUPPLIER´s information and systems on site. Audits by regulatory authorities may be conducted without prior notice.

8.4 The SUPPLIER and its Subcontractors shall (i) fully cooperate with the CUSTOMER, the Affiliates, the auditors and the regulatory authorities in conducting audits; (ii) provide such assistance as the CUSTOMER, the Affiliates, the auditors and the regulatory authorities reasonably require to carry out the audits, and (iii) provide access to and disclose any information needed for such audits, including copies of relevant documents, which they require.

8.5 The CUSTOMER shall ensure that the persons authorized to carry out the audit will (i) oblige themselves to not disclose Confidential Information pursuant to the corresponding obligations of the CUSTOMER; and (ii) to the extent reasonable, comply with the security and access requirements and observe the relevant written instructions issued by the SUPPLIER in advance.

8.6 The SUPPLIER, the CUSTOMER and the concerned Affiliates shall bear their own costs for any audits performed under an Individual Agreement. If an audit reveals any material deficiencies, a material breach of the

applicable rules, or any overcharge for the period being audited, then the SUPPLIER shall reimburse the CUSTOMER and/or the concerned Affiliates, without any prejudice to any other rights the CUSTOMER and/or the Affiliates may have, for the respective audit costs incurred by the CUSTOMER and/or the concerned Affiliates.

8.7 After an audit, the CUSTOMER may provide the SUPPLIER and the concerned Affiliate with a written report including the audit´s findings as to any actual or potential deficits or breaches with respect to the Services. In this case, the SUPPLIER shall promptly provide, for CUSTOMER´s approval, a corrective action plan describing the measures the SUPPLIER has taken or intends to take to rectify the audit findings, including a timetable for each step.

9. Acceptance and Warranty

9.1 All Services and deliveries shall be accepted by the CUSTOMER, unless agreed otherwise by the Parties in the Individual Agreement. There shall be no implied acceptance (for example by any payments made by the CUSTOMER) for any Services/deliveries, which are subject to CUSTOMER´s acceptance. Any acceptances shall be made explicitly in writing, e.g. in the form of a statement of acceptance. Upon completion of the respective Services, the acceptance procedure shall be commenced by a written declaration of readiness of acceptance ("DRA"). After receipt of the DRA, the CUSTOMER shall commence with the acceptance procedure without delay.

9.2 If Material Defects occur during the acceptance, such shall be described in a protocol prepared by the CUSTOMER. The acceptance procedure shall be discontinued if a Material Defect occurs and therefore a meaningful continuation of the acceptance is not reasonably possible. In case of a discontinuance of the acceptance procedure, the SUPPLIER shall commence without delay with the remedy of the defects and shall again declare its readiness for acceptance within a reasonable term following the discontinuance, which term shall not exceed 10 working days. After notification of a remedy of defect by the SUPPLIER, a new acceptance shall be undertaken. Such shall be without prejudice to the rights and claims of the CUSTOMER in case of any delay as set forth in these GCC and the Individual Agreement or provided for by Applicable Law.

9.3 Unless explicitly agreed otherwise, all Deliverables under an Individual Agreement including, if any, Standard Software, Individual Software, the documentation and any other agreed Services are subject to a final acceptance ("Final Acceptance"). Partial acceptances are only permitted if provided for in the respective Individual Agreement. Unless explicitly agreed otherwise or in case the CUSTOMER declares the Services under an Individual Agreement as divisible, all Services shall, for the purpose of acceptance and warranty, be considered as indivisible. The Final Acceptance shall be confirmed by the CUSTOMER in writing (statement of acceptance). Upon the Final Acceptance, the warranty period for all Services under the respective Individual Agreement shall commence.

9.4 Interim acceptances can be provided for by the Parties in the Individual Agreement. Interim acceptances do not substitute for Final Acceptance. Final Acceptances shall be made regardless of whether any Services have already been subject to interim acceptances. The main purpose of interim acceptances is not only to identify any defects as soon as possible during project implementation and to remedy the same, but also to document the continuous developments of the project results and to optimize the continuation and realization of the respective Project. The results of interim acceptances shall be considered as the basis for the continuation of project implementation.

9.5 The acceptance by the CUSTOMER (e.g. by issuing a statement of acceptance) shall be without prejudice to any claims in respect of any deficiencies and/or defects that may subsequently become apparent or be discovered.

9.6 In case of the delivery of Goods there shall be no acceptance procedure unless otherwise provided for in an Individual Agreement. The acceptance shall be substituted by a confirmation of receipt of the Goods by the CUSTOMER.

9.7 In addition to any other agreed warranties, the SUPPLIER warrants that the Services are free of defects and will perform in a manner that meets any agreed quality standards.

9.8 The CUSTOMER shall notify the SUPPLIER of defects without undue delay. The SUPPLIER shall remedy defects at its own costs. The SUPPLIER shall commence with the remedy of defects immediately after receipt of the notice of defect.

9.9 If a Material Defect is not remedied within a reasonable period of time, which shall not exceed 4 weeks after receipt of the notice of defect, then after such term the CUSTOMER may grant an additional cure period of 10 days. The CUSTOMER may, in its discretion, extend such 10 days period. After expiration of any additional time periods, in case of a Material Defect the CUSTOMER has the right to withdraw from and/or extraordinarily terminate – at its discretion fully or partially – of the respective Individual Agreement, this being without prejudice to any other or additional rights and claims the CUSTOMER may have under an Individual Agreement or Applicable Law.

9.10 The SUPPLIER shall document all defects as well as the status of remedy and shall make available to the CUSTOMER such reports upon request of the CUSTOMER at any time.

10. Damage Claims

10.1 For damages caused intentionally or by gross negligence of the SUPPLIER, and for damages in connection with injury to life, limb or health, the SUPPLIER shall be liable in accordance with Applicable Law.

10.2 In case of slight negligence, the liability of the SUPPLIER shall in total be limited to the contractual value of the respective Individual Agreement. However, the CUSTOMER acknowledges and agrees that the SUPPLIER shall, in case of slight negligence, not be liable for any indirect, incidental or punitive damages.

10.3 Any liability of the SUPPLIER based on the Bulgarian Product Liability Act remains unaffected by the liability exclusions and limitations set forth above.

10.4 The liability exclusions and limitations contained in this Section shall also apply to damages caused by the CUSTOMER, respectively.

11 Remuneration/Payment Conditions/Taxes

11.1 It is to be agreed in the respective Individual Agreement whether the remuneration shall be a fixed price or be determined on the basis of time and materials (“T&M”) or by a combined system.

11.2 In case the Parties agree on a T&M remuneration, the SUPPLIER shall provide work and expense sheets for the services rendered/expenses incurred, which shall contain detailed information on the services rendered by the respective employees, their working times, activities, and expenses.

11.3 The up-to-date work and expense sheets shall be submitted to the CUSTOMER at the end of each month or be included in a time-recording system as designated by the Parties; such shall be the basis of invoicing. Upon request of the CUSTOMER, the SUPPLIER shall prepare more detailed work and expense sheets and shall give all necessary information in connection with such work sheets as may be reasonably requested by the CUSTOMER. Payment on the basis of the invoices shall not be considered as a consent of the CUSTOMER to the accuracy and completeness of the work sheets.

11.4 The applicable remuneration rates and rates for out-of-pocket expenses, also for Changes, and other details shall be set forth in the Individual Agreement.

11.5 The following travel policy shall apply:

Travel time remuneration is applicable only for the business travel days agreed with CUSTOMER. For travel time between the home location and the agreed normal place of work there will be no remuneration for travel time. Travel time will be remunerated based on the number of actual hours of travel time at 20% of the normal hourly rate agreed, up to a maximum of 2 hours each way (valid for any travel destination worldwide).
Travel expenses shall be remunerated as follows:

Air travel: Economy class flights
Train travel: 2nd Class
Accommodation: CUSTOMER's preferred hotel
Taxi and public transportation

11.6 The factoring of claims of the SUPPLIER against the CUSTOMER to third parties by the SUPPLIER is prohibited.

11.7 All payments shall be made in EUR. All prices are exclusive of value added tax (VAT). Where applicable, VAT shall be charged in addition, at the rate and in the manner set out in the applicable legislation.
11.8 In case the CUSTOMER is required by law to deduct withholding taxes for the SUPPLIER, the CUSTOMER may deduct such withholding taxes from payments to the SUPPLIER. Any such deduction will be notified to the SUPLIER.

11.9 If a double tax treaty is applicable between the states of the Parties (states in which the CUSTOMER and the SUPPLIER are considered residents) which reduces the withholding tax rate, the CUSTOMER is allowed to deduct such reduced withholding tax amount, provided that the SUPPLIER submits to the CUSTOMER a valid certificate of residence (respectively a duly signed and certified Bulgarian Tax Form) as required by law for such payment before the date of the first invoice and for each subsequent calendar year.

11.10 The SUPPLIER is obliged to act in compliance with the tax law applicable to the CUSTOMER, in particular, to comply with registration and documentation requirements. If the CUSTOMER has to pay withholding taxes for the SUPPLIER caused by violation against the tax law applicable to the CUSTOMER, the SUPPLIER shall reimburse the withholding taxes so paid to the CUSTOMER forthwith upon receipt of the CUSTOMER's notice.

11.11 During the contractual relationship between the CUSTOMER and the SUPPLIER, the SUPPLIER is required to inform the CUSTOMER of all tax registrations (e.g. permanent establishment) effected in the state, where the CUSTOMER is considered resident.

11.12 Payments shall be due within 30 days after receipt of the respective invoice.

11.13 The CUSTOMER shall make payments only upon receipt of invoices which include all information required under the relevant provisions of the applicable tax laws.

11.14 In case of payment delays the SUPPLIER has the right, after written reminder and non-payment within 30 days after the reminder, to charge interest rates in the amount of 2 percent per annum.

11.15 In case of non-payment of any invoices of the SUPPLIER, the SUPPLIER is only entitled to terminate or suspend Services if the payment claims are not disputed by the CUSTOMER, or a competent court has finally confirmed the payment claim of the SUPPLIER.

12. Intellectual Property Rights of Third Parties

12.1 If the Intellectual Property Rights of third parties have been violated by the agreed use of the Services, or if the CUSTOMER and/or its Affiliates have been prohibited from using in full or in part such Services, or if – in the opinion of CUSTOMER or its Third-Party Licensors – such is threatened, SUPPLIER shall at its own expense and, if applicable, after consultation with the producer of the Software/Third Party Licensors either (i) obtain for the CUSTOMER/Affiliates the necessary right of use, or (ii) create the respective Services free of Intellectual Property Rights of third parties, or (iii) substitute the respective Results by others which create similar outcomes, but do not violate any third-party Intellectual Property Rights.

12.2 The SUPPLIER shall defend the CUSTOMER/its Affiliates against all claims, which arise out of a violation of an Intellectual Property Rights of third parties by the contractual use of the Services made available or supplied by SUPPLIER. The SUPPLIER shall assume any costs and damages imposed on the CUSTOMER/Affiliates by a court to the extent the CUSTOMER notifies the SUPPLIER, or the Affiliates of such claims raised without undue delay

and in writing and the SUPPLIER has been accorded all rights of defense and settlement negotiations. The CUSTOMER/Affiliates may not, on its own accord, acknowledge any claims of third parties.

12.3 The SUPPLIER shall indemnify the CUSTOMER/Affiliates and hold them harmless against any claim or action on the ground that the Services infringe a copyright, patent right or other intellectual property right of a third party. In such a case, the liability exclusions and limitations in Section 10 above shall not apply.

13. Rights to Results

13.1 All copyrights and other Intellectual Property Rights to all works including concepts, documents and other results individually developed/prepared by the SUPPLIER for the CUSTOMER in the context of an Individual Agreement ("Results") shall be considered work-made-for-hire and shall become an exclusive intellectual property of the CUSTOMER.

13.2 If the SUPPLIER, in the context of rendering Services, supplies programs or documentation, which have been developed/prepared outside of the contractual relationship with the CUSTOMER ("External Results"), the SUPPLIER or the concerned third party shall remain the owner of the copyright and other Intellectual Property Rights in such External Results, provided, however, the SUPPLIER has informed the CUSTOMER in advance about such External Results and has included them explicitly in the Individual Agreement; in such case, the CUSTOMER shall obtain a time unlimited, non-exclusive right to use the External Results as agreed in the Individual Agreement. To the extent that the provided right to use cannot be considered unlimited, the parties agree that Supplier shall provide the Customer with such right to use the works for a period of 10 years, which period shall be deemed automatically renewed.

14. Information Duties

The SUPPLIER shall keep the CUSTOMER informed without delay concerning circumstances of any kind, which could substantially hinder the rendering of the Services irrespective of whether such lies within its own scope of responsibility, within the scope of the CUSTOMER or of a third party. Circumstances are excluded from this obligation of information, which are obviously known to the CUSTOMER.

15. Changes

15.1 During the term of an Individual Agreement, the CUSTOMER may require changes or additions in particular to the scope of the respective Services ("Changes"). Requests for Changes ("Change Requests") shall be submitted in writing to the Contact Person of the SUPPLIER.

15.2 Change Requests by the CUSTOMER shall be reviewed by the SUPPLIER for any possible effects on Deliverables, deadlines/milestones, Personnel, cooperation duties, costs, and other respects without delay, but not later than 5 working days after receipt of a Change Request. Also, the Contact Person of the SUPPLIER can make Change Requests addressed to the Contact Person of the CUSTOMER. The Change Requests shall contain, in a binding matter, in particular information on any effects on Deliverables, deadlines/milestones, Personnel, cooperation duties or costs.

15.3 If a Change Request has no effect on Deliverables, deadlines/milestones, Personnel, cooperation duties or costs, the SUPPLIER shall confirm the Change Request and realize it. Should the Change Request of the CUSTOMER be considered by the SUPPLIER as not appropriate or suitable in a technical or other sense, in particular if such may even be detrimental to the contractual objectives, the SUPPLIER shall be obliged to inform the respective Contact Person of the CUSTOMER in writing and suggest alternatives.

15.4 If, in the opinion of the SUPPLIER, the Change Request of the CUSTOMER may have an effect on Deliverables, deadlines/milestones, Personnel, cooperation duties or costs, such shall be notified to the CUSTOMER within 5 working days under detailed and binding indication of the effect on Deliverables, deadlines/milestones, Personnel, cooperation duties and/or costs, together with a binding reasonable offer.

15.5 Work on a Change Request, for which a supplementary offer is required, may not be commenced until an agreement concerning the Change has been concluded or the CUSTOMER has in writing confirmed the Change offer of the SUPPLIER.

16. Cooperation of the CUSTOMER

16.1 Certain Services, in particular Project Services, require the cooperation/assistance of the CUSTOMER. Details concerning cooperation tasks of the CUSTOMER shall be provided in the Individual Agreement.

16.2 The CUSTOMER shall, as specifically agreed and specified in the respective Individual Agreement, assist the SUPPLIER at the location of the CUSTOMER, including the making available of necessary technical equipment and shall further make any agreed workspace and resources available.

16.3 Should the SUPPLIER be of the opinion that the CUSTOMER is not or not sufficiently complying with its duties of cooperation, such shall be reported by the SUPPLIER in writing and without delay to the respective Contact Person of the CUSTOMER. If the SUPPLIER fails to give immediate written notice of the – in its opinion – insufficient cooperation of the CUSTOMER, it can later not effectively rely thereon nor base claims (e.g. for additional remuneration) thereon nor can it use such as a defense (duty to warn).

17. Insurance

The SUPPLIER shall have and maintain business insurance coverage proportionately to the extent of the Individual Agreement and the risk entailed by rendering the Services and present to the CUSTOMER on demand the appropriate proofs of insurance prior to commencing the respective Services.

18. Term

18.1 The term of the Services, timelines and deadlines shall be agreed in the Individual Agreement.

18.2 If no fixed term is agreed, the contractual relationship can be terminated by either Party in writing under observation of a notice period of 6 months as of the end of each calendar month.

18.3 Upon termination or expiry of an Individual Agreement, for whatever reason, the SUPPLIER shall, if the CUSTOMER so requests in writing within 30 (thirty) days of the notice of termination or at least 30 (thirty) days before expiry, provide exit assistance for up to 180 (one hundred and eighty) days from the date the termination or expiry takes effect, consisting of:
(a) continued performance of the Services at the agreed prices;
and
(b) reasonable support to enable the CUSTOMER to perform the Services itself or transfer them to another supplier, charged at the rates agreed in the Individual Agreement or, where none are agreed, at reasonable market rates.

The SUPPLIER shall in any event return all of the CUSTOMER's data, information and materials and in a commonly used format. Where the Individual Agreement is terminated under Clause 18.4 due to the SUPPLIER's breach, the support under (b) shall be provided free of charge.

18.4. Irrespective of whether a fixed term is agreed, either Party may terminate an Individual Agreement for cause in the event of a material breach by the other Party, including a material breach of the Compliance Rules and Policies or the Data Protection and Security Standards. Before terminating, the terminating Party shall notify the other Party in writing of the breach and give it at least 30 (thirty) days to cure it, unless a cure is not possible or the breach is so serious that continuation of the Individual Agreement cannot reasonably be expected. Either Party may also terminate an Individual Agreement with immediate effect if the other Party becomes insolvent or is subject to insolvency or liquidation proceedings.

19. Governing Law, Arbitration

19.1 All disputes or claims arising out of or in connection with these GCC or an Individual Agreement, including disputes related to its violation, breach, termination or nullity, shall be finally resolved by the Arbitration Court at the Bulgarian Chamber of Commerce and Industry, Sofia, in accordance with its Rules in force at the date the claim is filed. The seat of arbitration shall be Sofia, and the language of the proceedings shall be Bulgarian.

19.2 The substantive Bulgarian laws under exclusion of its conflicts-of-law provisions and under exclusion of the United Nation Convention on Contracts for the International Sale of Goods shall be applicable to these GCC and to any Individual Agreements, unless expressly provided otherwise in writing.

20. Final general provisions

20.1 No omission, delay, or forbearance on the part of a Party in enforcing any right or remedy arising in connection with an Individual Agreement shall be construed or operate as waiver of either that or any other right or remedy.

20.2 Unless otherwise required by an Individual Agreement or mandatory Applicable Law, the SUPPLIER may not assign or transfer any rights or obligations under the Individual Agreement without the prior written consent of the CUSTOMER, which shall not be unreasonably withheld. The CUSTOMER may transfer the Individual Agreement fully or partly to another member of its Group.

20.3 The invalidity of any individual provision hereof or of an Individual Agreement shall not lead to the invalidity of these GCC or of the entire Individual Agreement. The invalid provision shall be replaced by a valid and enforceable provision, which approximates the invalid provision as closely as possible.

20.4 Save as provided in Clauses 2.1(iv), 2.1(v) and 20.6, any modifications or amendments to these GCC or to any Individual Agreement must be in the written form, this also applies to any waiver of the written form.

20.5 SUPPLIER is only entitled to use the CUSTOMER´s name and the Services subject to an Individual Agreement as reference in its marketing activities, if and to the extent the CUSTOMER has explicitly agreed thereto in writing.

20.6. The CUSTOMER may update these GCC from time to time by publishing the updated version on its website at DISCORDIA.eu. Publication constitutes due notice to the SUPPLIER, which shall be responsible for checking the website regularly for updates.

The updated GCC shall apply to Individual Agreements concluded after the date of publication. For Individual Agreements already in force, they shall apply from the first day of the month following 30 (thirty) days from publication, unless the SUPPLIER objects in writing within that period. If the SUPPLIER objects, the previous version shall continue to apply to those Individual Agreements.

21. DEFINITIONS

AI System has the meaning given in Article 3(1) of Regulation (EU) 2024/1689 of the European Parliament and of the Council (Artificial Intelligence Act), namely “a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments”.

Generative AI Tool means an AI System that generates text, code, images or other content from inputs, including such functions embedded in other software.

Public AI Tool means a Generative AI Tool whose provider may retain inputs beyond what is necessary to generate the output, use them to train or improve its models, or make them accessible to third parties, including free or consumer versions of publicly available tools.

Acceptance: rules and procedures as described in Section 9 above.

Affiliate: any member of the Group and, generally, a legal entity that directly or indirectly through one or more intermediaries controls a party, or is controlled by a party, or is under common control of a party. For the purpose of this definition, the term “control” shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract or otherwise.

Applicable Law: means all laws, regulations, ordinances and other legally binding acts of the Republic of Bulgaria, including the law of the European Union directly applicable in the Republic of Bulgaria, as well as all decisions and orders of competent authorities and courts binding on a Party, as amended or replaced from time to time.

Change and Change Request shall have the meaning as described in Section 15 above.

Code of Conduct: The Code of Conduct for Suppliers of the CUSTOMER.

Commonly Acknowledged Industry Standards: practices, methods and procedures which are established or recognized industry standards for the provision of the respective Services, including, where relevant to the Services, standards applicable to the transportation and logistics industry, as modified from time to time.

Compliance Rules and Policies: the Code of Conduct attached to the Framework Agreement, including the legislation and standards referred in it as well as any other compliance rules of the CUSTOMER provided to the SUPPLIER in writing before the signature of the respective Individual Agreement.

Data Protection and Security Standards: the requirements of Regulation (EU) 2016/679 (General Data Protection Regulation, “GDPR”), the Bulgarian Personal Data Protection Act and other applicable data protection legislation, as well as the information security and data protection requirements of the CUSTOMER provided to the SUPPLIER in writing before the signature of the respective Individual Agreement, including requirements for access to the CUSTOMER’s systems, premises and data.

Compliance, Security and Data Protection Rules: the Compliance Rules and Policies and the Data Protection and Security Standards together. The CUSTOMER may amend its rules and requirements referred to in the two definitions above from time to time. Any amendment shall be binding on the SUPPLIER from the date it is notified to the SUPPLIER in writing.

Confidential Information: Any data or information, whether in oral or written or digital or whatever other form, which - in each case in connection with the performance of the contractual services - is transmitted by one Party (the "**Disclosing Party**") to the other Party (the „**Receiving Party**") or which otherwise becomes available to the Receiving Party, and which has not been expressly designated by the Disclosing Party in writing as non-confidential.

Contact Person: a person nominated by a Party to contact or be contacted (by) the other Party in a specific context, for example the Project Managers.

Deliverable: A tangible or intangible but verifiable work, product or other result that must be produced to complete a process, Project, or Service pursuant to an Individual Agreement.

Force Majeure: Any event, in which a Party´s performance of any of its obligations under an Individual Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, strikes, power outages, rebellions, pandemia, or any similar cause beyond the reasonable control of such Party.

Goods: Any tangible products.

Group/Discordia Group and Affiliates: All Affiliates of Discordia AD.

Individual Agreement: a Statement of Work or an Order Form concluded between the SUPPLIER and the CUSTOMER under these GCC.

Intellectual Property Rights: Any patents, trademarks, copyrights or other intellectual property rights.

Individual Software: Any modifications and enhancements of Standard Software code and any software code individually developed for the CUSTOMER (as opposed to Standard Software including customizations such as parametrizations).

Material Defect: Defect(s) materially preventing/hindering the use of the Services by the CUSTOMER, with respect to Software Critical and/or Serious Defects as described in Chapter 9 are considered as Material Defects.

Personnel: The employees or other individuals engaged in the performance of Services.

Project: The supply of works and Services connected therewith.

Project Manager: The person(s) nominated by the Party as responsible for the management of a Project.

Project Services: Services, the object of which are work contracts.

Regulatory Requirements: Any lawful requirement, order, or demand, as amended from time to time, of any competent authority.

Services: The Goods, Deliverables and services to be delivered/performed by the SUPPLIER under an Individual Agreement.

Software: Software, which is the object of an Individual Agreement.

Standard Software: Software, which is made available to a substantial number of CUSTOMERs.

Subcontractors: Any subcontractors engaged by the SUPPLIER for the performance of Services.

Specification Requirements: the functional, technical and business requirements of the CUSTOMER for the Services, as set out in or attached to the respective Individual Agreement or Order Form, including the Detailed Business Requirements for an Enhancement.

Team means the qualified personnel designated by a Party for the performance of its obligations under an Individual Agreement, including maintenance and support services and the development of new functionalities, as specified in that Individual Agreement. Each Team consists of a Core Team and a Flexi Team.

(i) Core Team means the key personnel of a Team who are named in the respective Individual Agreement and assigned to it on a continuous basis for its entire term, and who may be replaced only with the prior written consent of the other Party.

(ii) Flexi Team means the additional personnel of a Team engaged on an as-needed basis, depending on workload or the specific expertise required, within the limits and under the procedure set out in the respective Individual Agreement.

Third Party Licensor: Producers or third parties copyright owners of Software.