

SUPPLY OF PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS

1. General

(a) These terms and conditions (the General Terms and Conditions), together with EVO Human Performance's Privacy Policy, any Separate Terms, any further terms and conditions which are incorporated into, appended to, or linked by a hyperlink in, the General Terms and Conditions, an Order or any of the foregoing (together, the Additional Terms and Conditions) and Orders govern the supply and use of the Products, Software and Services. The Additional Terms and Conditions are hereby incorporated by reference in and form part of, these General Terms and Conditions as if set out in full herein. Unless otherwise agreed in writing and signed by a statutory Director of EVO Human Performance ("EVO Human Performance") any Professional Services set out in a Quotation/Work Order or other applicable agreement and/or provided by EVO Human Performance to the Customer shall be provided pursuant to the following terms and conditions (this "Agreement").

1/ Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- a) "Acceptance Criteria" means any criteria for acceptance by Customer of the Professional Services and/or Deliverable as set out in a Work Order;
- b) "Agreement" means these terms and conditions, as may be varied by a Work Order;
- c) "Change Control Note" means a written agreement to change any part of this Agreement as part of an agreed change control process signed by the authorized signatories of each party;
- d) "Charges" means the charges for the Professional Services as specified in the Work Order and/or Quotation;
- e) "Customer" means the party purchasing the Professional Services from EVO Human Performance
- f) "Deliverables" are defined in clause 13a);
- g) "Expenses" means any travel or subsistence expenses that become payable to the Personnel by EVO Human Performance, in accordance with the relevant Work Order, whilst undertaking the Professional Services;
- h) "Locations" are the premises as detailed in the Work Order and such other premises as may be agreed in writing from time to time;
- i) "Personnel" means any individual, including employees of a third party, provided by EVO Human

Performance to Customer to perform the Professional Services;

j) "Professional Services" means the work undertaken, and expertise provided by, the Personnel as specified in a Work Order.

k) "Quotation" means a quotation from EVO Human Performance in respect of a Work Order, capable of acceptance by Customer.

l) "Work Order" means specification of work to be performed by EVO Human Performance, subject to acceptance of EVO Human Performance' Quotation by Customer.

2/ Commencement and Term

a) This Agreement will come into effect on the earlier of (i) the date in which the Customer accepts a Quotation; or (ii) the date in which EVO Human Performance start to deliver the Professional Services (the "Commencement Date") and shall run until all the Professional Services have been provided, or the Agreement is terminated pursuant to clause 10.

3/ Customer's Obligations

During the term of this Agreement Customer agrees as follows:

a) From time to time, to issue Work Orders requesting Quotations from EVO Human Performance in respect of Professional Services. For the avoidance of doubt, Customer shall be under no obligation to (i) issue Work Orders, or (ii) use EVO Human Performance for the provision of Professional Services, or (iii) to accept any Quotation provided by EVO Human Performance.

b) Where Customer accepts a Quotation from EVO Human Performance, to issue purchase orders referencing the Agreement to EVO Human Performance in respect of the Professional Services and Hardware/equipment to be provided;

c) To reimburse EVO Human Performance for such Expenses as may be specified in the Work Order. For the avoidance of doubt, where Expenses are not specified in a Work Order or an accepted Quotation, Customer shall be under no obligation to reimburse EVO Human Performance;

d) To furnish the Personnel with such information and documents as are available to Customer and as the Personnel may reasonably request for the proper performance of the Professional Services;

e) To provide the Personnel, at no cost to EVO Human Performance, with access to the Locations and a safe and secure workplace and such facilities (including, but not limited to, desks, storage, PCs/Laptops, properly licensed software, printing facilities, telephones, fax facilities and network access) as the Personnel may reasonably require while at the Locations;

f) To provide such environments, facilities and staff as may be specified in the Work Order and to use all reasonable endeavours to ensure that any dependencies specified in the Work Order are met.

g) Customer shall be solely responsible for the management of any timetable for the delivery of the Professional Services, and (unless the Work Order specifies otherwise) for the implementation of any resultant Deliverables in which the Personnel were involved in the performance of the Professional Services hereunder.

h) In case of rejection of the contract, the customer is obligated to return the Hardware/equipment. In case the customer does not return the Hardware/equipment he is submitted to full payment of the annual price.

4/ EVO Human Performance' Obligations

During the term of this Agreement EVO Human Performance agrees as follows:

a) EVO Human Performance undertakes to respond in a timely manner to Work Orders provided by Customer with Quotations. For the avoidance of doubt, EVO Human Performance shall be under no obligation to provide a Quotation in respect of any Work Order, but shall notify Customer as soon as practicable if it declines to do so.

b) EVO Human Performance undertakes to provide the Personnel to perform the Professional Services as specified in each Work Order for which a Quotation has been provided and Customer has accepted.

c) As and when reasonably required to do so, EVO Human Performance shall provide the necessary evidence to Customer to show that the standards of training relevant to the Professional Services are of the standard required by Customer and all relevant legislation and regulations.

d) EVO Human Performance shall bear sole responsibility for payment of the salaries or other remuneration to the Personnel. EVO Human Performance shall be solely responsible for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such Personnel may be entitled. EVO Human Performance agrees to defend, indemnify, and hold harmless Customer from and against any claims, liabilities or expenses relating to such remuneration, tax, national insurance, or benefits provided that Customer shall promptly notify EVO Human Performance of any such claim when and as it comes to Customer's attention, co-operate with EVO Human Performance in the defense and resolution of such claim and not settle or otherwise dispose of such claim without EVO Human Performance' prior written consent.

e) The Personnel shall not, at any time, be deemed to be employed by Customer, and EVO Human Performance shall be responsible for claims relating to the Personnel.

f) The Personnel shall adhere to security and safety procedures as reasonably instructed by Customer or Customer's customer during the delivery of the Professional Service at the Locations.

g) EVO Human Performance shall use reasonable endeavors to perform the Professional Services in accordance with any agreed timetable set out in the Work Order.

5/ Payment and Credit

- a) Unless otherwise agreed in writing, EVO Human Performance shall invoice for the Charges and Expenses (if any) monthly in arrears, providing also such additional documentation, such as timesheets, as may be agreed by the parties from time to time or specified in the Work Order.
- b) Invoices shall be paid within thirty (30) days of the date of invoice.
- c) If Customer fails to make payment when due, then EVO Human Performance may charge Customer interest on such overdue amounts at the rate and in the manner provided by the Late Payment of Commercial Debts (Interest) Laws 2940/2001 and 3091/2002 and, on amounts outstanding until the date of actual receipt by EVO Human Performance, together with its costs of enforcing its right to payment. EVO Human Performance shall not suspend or terminate the provision of any or all of the Professional Services under the Agreement as a result of late payment.
- d) The parties agree that, where required in a Work Order, the signature of time sheets by Customer shall demonstrate acceptance of the Professional Services referred to in such time sheets. Upon acceptance of the Professional Services, EVO Human Performance shall be deemed to have discharged all of its obligations under this Agreement and EVO Human Performance shall have no further liability whatsoever except for such liabilities as may be expressly provided herein as continuing thereafter.

6/ Taxes

- a) All prices or charges stated or referred to in this Agreement are exclusive of value added tax, which shall be charged in addition at the rate ruling at the tax point.

7/ Intellectual Property

- a) EVO Human Performance will indemnify Customer against all liabilities arising from a claim of infringement of any intellectual property rights of a third party caused by any act, or omission, of EVO Human Performance directly relating to the execution of its obligations under the Agreement. This indemnity shall be subject to EVO Human Performance' right to control all acts and deeds of Customer pursuant to any such claim and to appoint, on behalf of Customer, counsel, or other legal advisors to defend such proceedings and to direct Customer to take, at EVO Human Performance' expense, all such steps in respect of any such proceedings as EVO Human Performance may require, including the negotiation of any settlement in relation to any such proceedings.
- b) Alternatively, if such a claim is made, Customer agrees that EVO Human Performance shall have the right, at its option and its own expense, to either:
 - i) modify any aspect of the Professional Services or a Deliverable so it does not infringe; and/or

ii) replace any aspect of the Professional Services or a Deliverable with comparable and noninfringing components; or

iii) procure for Customer the right for Customer to continue its use of any infringing Professional Services or Deliverable.

c) EVO Human Performance shall have no liability in respect of claims for infringement of any intellectual property rights of a third party arising from the execution of its obligations under the Agreement in accordance with Customer's designs, plans, specifications, or specific instructions. Customers shall indemnify EVO Human Performance against all liabilities arising from such claims.

d) Customer will indemnify EVO Human Performance against all liabilities arising from a claim of infringement of any intellectual property rights of a third party caused by any act, or omission, of Customer. This indemnity shall be subject to Customer's right to control all acts and deeds of EVO Human Performance pursuant to any such claim and to appoint, on behalf of EVO Human Performance, counsel, or other legal advisors to defend such proceedings and to direct EVO Human Performance to take, at Customer's expense, all such steps in respect of any such proceedings as Customer may require, including the negotiation of any settlement in relation to any such proceedings.

e) Alternatively, if such a claim is made, EVO Human Performance agrees that Customer shall have the right, at its option and its own expense, to either:

i) modify the cause of the infringement so it does not infringe; or

ii) replace any aspect of infringing components with comparable and non-infringing components; or

iii) procure for EVO Human Performance the right for EVO Human Performance to continue its use of any infringing components.

f) Customer shall have no liability in respect of claims for infringement of any intellectual property rights of a third party arising from the execution of its obligations under the Agreement in accordance with EVO Human Performance' designs, plans, specifications, or specific instructions. EVO Human Performance shall indemnify Customer against all liabilities arising from such claims. g) EVO Human Performance shall assign to Customer with full title the intellectual property rights vesting in any Deliverable created pursuant to a Work Order subject to payment in full of any Charges or Expenses due to EVO Human Performance.

8/ Confidential Information

a) Each party agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documentation, or specifications, which are provided by the other party hereunder. Each party shall take all reasonable steps to ensure that its employees, contractors and agents are bound by the same obligations and that such obligations endure beyond any termination of contracts of employment or other contracts.

9/ Warranties

- a) EVO Human Performance warrants that it will use all reasonable skill and care in carrying out the Professional Services
- b) EVO Human Performance warrants that (i) it has the power and has taken all actions necessary to enter into this Agreement, and (ii) that it has in place and shall maintain all rights, licences, consents and permits required to perform the Professional Services in accordance with all applicable laws.
- c) Customer agrees and accepts that the express obligations and warranties made by EVO Human Performance in this Agreement are in lieu of and to the exclusion (so far as permitted by applicable law) of any other warranty, condition, term, undertaking or representation of any kind, (excluding always any fraudulent misrepresentations) express or implied, statutory or otherwise relating to the Professional Services provided under or in connection with this Agreement, including (without limitation) those as to the condition, quality and performance of Professional Services

10/ Termination

10.1 Either party may terminate this Agreement upon thirty (30) days' written notice without liability, save that any Work Orders then in effect shall remain in force until terminated.

10.2 Either party shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the other party to terminate forthwith this Agreement and all Work Orders then in force in any of the following events:

- a) If a party commits any other breach of any of the terms and conditions of this Agreement provided that if the breach in question is one which the breaching party can effectively remedy then the said notice of termination shall not be effective to terminate this Agreement unless the breaching party fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of, or;
- b) If a party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

11/ Limits of Liability

a) Subject to clause 11b), neither party will be liable for:

- i) any indirect, consequential, incidental, special, exemplary or punitive damages, costs or expenses; or
- ii) any losses of production, losses caused by delay or corruption to data, loss of profits, revenue, contracts, goodwill or anticipated savings, or loss of operational or management time of any kind

whatever and however caused, and whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, and even if foreseeable or suffered in circumstances where the party has been advised of the possibility of such losses; or iii) any losses, costs or damages claimed under or in connection with the Agreement, where such claim is not notified to the other party within two years of the occurrence of the breach or circumstances giving rise to the claim or (if later) such time as the party should reasonably have become aware of the facts constituting such breach or circumstances.

b) Nothing in this Agreement shall limit either party's liability for:

i) losses, liability for which may not be otherwise limited or excluded under applicable law;

ii) fraud and fraudulent misrepresentation;

iii) death or personal injury caused by the negligence of either party, its employees, agents or subcontractors in the course of their engagement under the Agreement; and iv) losses recoverable under Part I of the Consumer Protection Law 3844/2010.

c) EVO Human Performance' liability for physical damage to or loss of tangible property of Customer or Customer's customers to the extent it results from the negligence of EVO Human Performance, its employees, agents or sub-contractors within the course of their engagement under the Agreement shall be limited to one million euros (1,000,000) in respect of each incident or series of connected incidents.

d) Except as set out in clause 11c) and subject to clause 11b), EVO Human Performance' total aggregate liability to Customer whether based on an action in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Agreement will be limited to, in any one calendar year, the one hundred and twelve and a half percent (112.5%) of the aggregate amount actually paid by Customer for the Professional Services provided under the Agreement during that calendar year (excluding value added tax).

e) The parties acknowledge and agree that the limitations of liability and allocations of risk contained in this clause have been considered and determined by the parties to be reasonable limitations and are reflected in the level of Charges for the Professional Services.

12/ Insurance

a) EVO Human Performance will maintain during the term of this Agreement such insurance policies as are consistent with the extent of the liabilities assumed by EVO Human Performance under this Agreement.

b) EVO Human Performance will upon request provide evidence that the insurance policies maintained under this clause 12 are in force.

13/ Acceptance

- a) The Work Order and/or Quotation shall describe, as appropriate, the Professional Services to be performed by EVO Human Performance, the tangible work product resulting from the delivery of the Professional Services (the "Deliverables"), the projected schedule for performance of the Services or completion of the Deliverables, any applicable acceptance criteria for any Deliverables, the Charges to be paid by Customer and the payment schedule, and will be subject to the terms and conditions of this Agreement.
- b) Acceptance of the Deliverables (if any) will occur upon the earlier of:
- i) successful completion of acceptance tests which demonstrate compliance in all material respects of the Deliverables with the Acceptance Criteria as provided in the acceptance procedures set forth in the attached Statement of Work.; or;
 - ii) Customer's use of the Deliverables for any purpose other than acceptance testing. Customer hereby acknowledges and agrees that the availability, operation, performance or functionality of any hardware, software, services or systems which may interface with, otherwise affect or be affected in any way by all or any part of the Deliverables shall be disregarded for the purposes of, and shall not in any way affect, delay or prevent Acceptance.
- c) Acceptance of Professional Services (which are not Deliverables) will occur upon EVO Human Performance' performance of such Professional Services. EVO Human Performance will provide notice to Customer when the Deliverables are ready for acceptance.
- d) Upon acceptance as set out above, EVO Human Performance shall be deemed to have discharged all of its obligations under this Agreement and EVO Human Performance shall have no further liability whatsoever except for such liabilities as may be expressly provided herein as continuing thereafter.

14/ Notices

- a) All notices to be given shall be in writing and shall be sent out to the respective addresses of Customer and EVO Human Performance set out in the Work Order or the registered office of the company to be served.

15/ Non-Solicitation

- a) Each party agrees not to solicit the employees, or the subcontractors, of the other, whether as an employee or in any other capacity, during the term of this Agreement and for a period of six months after its expiry or termination.
- b) The restriction in clause 15a) shall not apply to offers of employment or engagement made further to a good faith response to an openly advertised job vacancy.
- c) A party in breach of the terms of this clause shall pay to the other by way of liquidated damages a sum equal to the annual salary of the employee concerned.

16/ Ethical Behaviour

- a) Each party shall and shall procure that its officers, employees, agents and service providers shall:
- i) comply with all applicable anti-corruption laws including and
 - ii) not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of any agreement between the parties and/or for either party to obtain any benefit from the other party which would violate any Anti-Corruption Laws.
- b) If either party becomes aware of any breach or suspected breach of this clause 16, that party shall promptly notify the other party and the non-breaching party may immediately suspend operation of all or part of this Agreement by giving written notice to the other party, pending an investigation into the breach or suspected breach. Each party shall assist the other party in any such investigation, including by providing access to relevant personnel, documents and systems.
- c) If, in the reasonable opinion of the non-breaching party, the breach of this clause 16 was directly ordered or authorised by the breaching party, or the breaching party otherwise failed to take reasonable action that would have prevented a breach of the obligations in this clause 16, the nonbreaching party may immediately terminate any or all agreements between the parties by giving written notice to the other party.

17/ Miscellaneous

- a) This Agreement is not assignable by either party without the prior written consent of the other party, any such attempted assignment shall be void.
- b) This Agreement and the terms and conditions contained herein can only be modified by a Change Control Note or a written agreement signed by duly authorised representatives of both parties. Where a Work Order includes additions or variations to this Agreement, these shall only apply to that Work Order during its term.
- c) The parties hereto agree that the terms, conditions, and Charges contained herein will prevail notwithstanding any conflicting or additional terms on any Quotations, purchase orders or other notifications submitted by EVO Human Performance.
- d) No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder.
- e) The invalidity or unenforceability for any reason of any part of these terms and conditions shall not prejudice the continuation in force of the remainder of the terms and conditions.

f) This Agreement shall be deemed to have been made in, and shall be construed in accordance to the laws of Greece.

g) No liability shall attach to EVO Human Performance, its agents or employees, in respect of any representations, other than fraudulent misrepresentations, made or advice given unless confirmed in writing by EVO Human Performance.

h) Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such delay or failure is due to causes beyond its reasonable control.

i) The parties do not intend any term of this Agreement to confer rights on a person who is not a party to this Agreement.

j) Customer acknowledges that it has read these terms and conditions and understands and agrees to be bound by them. Customer further agrees that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

