

**CONTRACT FOR PROVISION OF CERTAIN WORKS**

Between

**FMK Consulting**  
and  
**LIBRAS ELECTRONIC**

This Contract for the provision of certain works (hereinafter, the "Contract") is made and entered into the 1<sup>st</sup> January 2018

#### BY AND BETWEEN

**FMK Consulting** (hereinafter the "**Contractor**"), duly organized and existing under the Laws of Germany with registered office at Husarenweg 5, 68163 Mannheim; hereby represented by Franz Michael Klapper,

AND

**Libras-Electronic Robert Syga** (hereinafter the "**Provider**" or "**Libras**"), duly organized and existing under the Laws of Poland with registered office at Żurawinowa 11, 05-430 Zabieźki, Warszawa hereby represented by Robert Syga

FMK and the Provider hereinafter collectively referred to as the "Parties" and severally as the "Party";

Both Parties, with the character and representation in which they respectively appear, mutually acknowledge their legal capacity necessary to contract and be bound, as follows,

#### RECITALS

- A. Whereas FMK is a leading Company in providing project management, consultancy and supervision and having a well known experience in the sector of electronic information systems.
- B. Whereas LIBRAS is a professional services provider, installations, warranty and post warranty services with the knowledge and experience in above.
- C. Whereas, FMK wishes to contract the services of the Provider, and the Provider assures FMK to have the necessary capability and experience to provide them to FMK.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

## CLAUSES

### 1. PURPOSE OF THE CONTRACT

Under this Contract and subject to the conditions contained herein, the Provider shall properly render the Works set forth in this Contract in favor of FMK and FMK shall pay Purchase Order required for each particular project.

### 2. TERM OF THE CONTRACT

This Contract shall become effective ("Effective Date") when the last of all of the following events has occurred:

- (i) This Contract has been signed by both the Contractor and the Provider;
- (ii) Issuance of the Purchase Order by the Contractor.
- (iii) Consent of the Customer to the Provider, if it is required under the Frame Contract.

The Term of this Contract shall begin as of the Effective Date, and shall terminate upon completion by the Parties of all rights and obligations under this Contract unless earlier termination.

### 3. COMMENCEMENT OF THE SERVICES

The Provider shall complete the Works in accordance with the work planning as provided by the Contractor in Purchase Order. The schedule of any Work may be changed at any time by the Contractor according to the Frame Contract needs and/or Customer needs. The Provider commits to meet and comply with the response times required by the Customer within the Frame Contract.

### 4. DOCUMENTS FORMING A PART OF THIS CONTRACT

This Contract consists of the following documents, all of which are attached hereto and incorporated herein by this reference. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (i) These Terms and Conditions and,
- (ii) Attachment 1 - Technical Specifications & Statement of Work
- (iii) Attachment 2 - Penalties
- (iv) Attachment 3 - Health and safety

If an ambiguity or discrepancy is found in the documents, the Contractor shall issue the necessary clarification or instruction.

## 5. SCOPE OF THE CONTRACT

The Contract defines the framework terms and conditions in which the Provider shall render and the Contractor shall purchase from the Provider, the Works which must comply with the requirements and specifications included in the Contract, the Technical Specification and Statement of Work as described in Attachment 1 of this Contract.

The Provider shall execute, test, complete and maintain the Works in accordance with the Frame Contract conditions and specifications to the satisfaction of the Contractor and the Customer and in respect of the Works assume all obligations and liabilities towards the Contractor as the Contractor is obliged to assume towards the Customer.

The Provider has full and actual knowledge of the provisions of Frame Contract affecting to its Works under the Contract and of the obligations, risks and liabilities assumed by the Contractor under the Frame Contract.

Except as otherwise expressly provided in this Contract, the Provider shall perform and assume as part of its obligations, risks and liabilities under this Contract all Contractor's obligations, risks and liabilities under the Frame Contract, insofar as the same relate to the design, construction, installing, integrating, commissioning, testing and completion of the Works and all other ancillary or related obligations including but without limitation the making good of any Defect affecting the Works.

Therefore, with respect to the relationship between the Contractor and the Provider under this Contract, all obligations, responsibilities and liabilities which, under the Frame Contract, are and shall be the Contractor obligations, responsibilities and liabilities in relation to the Frame Contract Works towards the Customer shall, identically or mutatis mutandis, unless the context requires otherwise, be the Provider's obligations, responsibilities and liabilities towards the Contractor in respect of the Works under the Contract.

The Provider shall ensure that no default, act or omission on its part or on its part shall cause, contribute or otherwise give rise to any delay and/or breach by Contractor of any of its obligations pursuant to the Frame Contract in respect of the design, construction, installing, integrating, completion, testing and commissioning of the Works, and all other ancillary or related obligations including but without limitation the making good of any Defect arising out of or in connection with the Works. Any part not specifically mentioned in the Frame Contract, Attachment 1 and Attachment 3 but which are necessary to the completion and functioning of the Works and for its intended use by the Customer, shall be deemed to be included in the Purchase Order, no increase shall be allowed on account of such omission.

It is however agreed that the Contractor may, from time to time, increase or decrease the scope encompassed by this Contract, at Contractor's sole discretion.

The Works shall be performed:

- At the Provider own premises with its own resources.
- At the premises of FMK, or at any third party's premises (including Customer), as FMK may exclusively determine based on the nature of the Work to be provided.

When the Works are to be provided at the premises of FMK or any third party including Customer premises designated by FMK, the Provider shall observe all the specific rules and regulations or practice that must be observed at the facilities of FMK or any third party (including Customer's facilities) where the Works shall be performed. Therefore, the Provider shall issue the appropriate instructions to its personnel to ensure their fulfilment and full compliance of these instructions, practices and any regulation applicable whenever its personnel is working at FMK's or any third party's facilities.

The Provider affirms to have the human and material resources required for the correct and satisfactory performance of the Services contemplated in this Contract.

The Provider shall be responsible for the acquisition of all permits, approvals, and/or licenses from all local, state or national government authorities or public service undertakings which are necessary for the performance of this Agreement or any Service Request. This obligation shall be considered as a material obligation whose breach will imply the early termination of this agreement by the Contractor by cause.

## 6. PROVIDER'S COMMITMENTS

The Provider undertakes to obtain the best possible results in the performance of the Contract using the advances in science and technology, his own knowledge and experience in order to fulfil all of its obligations under the Contract.

The Provider shall be fully and totally responsible for the timely and properly performance of the Works which shall be fit for the purpose of this Contract. The Provider shall comply with all the provisions of this Contract, together with any directions or instruction to the Contractor insofar as they directly or indirectly relate to the Works.

The Provider confirms that it has entered into this Contract on the basis of a proper examination of the Sites and all the data relating to the Contract Works and, on the basis of information that it could have obtained from a visual inspection of the Sites and other data available to it relating to the Contract Works prior to the signature of the Contract.

Therefore, the Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or costs of successfully performing the Works. The Provider shall perform all such works and/or supply all such items and materials not specifically mentioned in the Contract but necessary to the satisfactory completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract; they shall consequently be deemed to be included in the Purchase Order and no increase price will be allowed on account of any omission.

The Provider shall provide the Contractor with all information and other assistance as the Contractor requires complying with its obligations under the Contract in so far they relate to the Works. The Provider shall support the Contractor in all liaison and dialog with the Customer and shall provide the Contractor with all necessary information/data to sustain said liaison and dialog. Except otherwise agreed in writing, any contact for the Works with the Customer shall be made through the Contractor.

The Provider shall provide labour, services and works, whether of a permanent or temporary nature, required in the opinion of the Contractor or the Customer for the execution, completion and maintenance of the Works.

Provider shall be fully responsible for the adequacy, stability and safety of site operations and method of construction and shall at all times perform the Works in a safe manner and actively practice safety throughout the term of the Contract services, and shall comply with the applicable fire safety and security regulations applicable as any other voluntary or mandatory law applicable for each Site, as well as, all the Customer's Site regulations.

The Provider shall submit to the Contractor all documents and information relating to performance of the Contract or to any insurance or other claim under the Contract relating to the Contract (including without limitation all returns, accounts, notices, programmes, staff schedules, statements of construction methods, memos, reports, certifications, estimates and pricing information) in sufficient time so as to enable the Contractor to comply punctually with its obligations, under the Frame Contract.

The Provider at its own expense will perform the necessary plans, drawings and documentation in order to obtain the necessary approvals or licenses of the relevant institutions for performing the Works.

The Contractor reserves the right to inspect, supervise and/or carrying out any kind of audit in order to verify that the performance of the Works is according to the provisions under this Contract and to the maximum levels of quality.

The Provider shall be held responsible for acts, omissions, negligence committed during the performance of the Works by itself, its servants, agents, employees, assignees and/or

Providers. Such responsibility shall encompass civil, labour, criminal and any kind or responsibility, including but not limited to personal injuries or damages to property. The Contractor shall be entitled to be reimbursed by the Provider of any kind or amount which the Contractor may be obliged to pay for any reason, including but not limited for indemnities, sanctions, penalties etc....

The Provider confirms that holds at the beginning of the contract and commits to maintain for the duration of this Contract an appropriate policy or policies of insurance with a reputable insurance company which will cover in their entirety all liabilities or potential liabilities as established in this Contract and the Frame Contract, and which will name the Contractor as a co-beneficiary thereof. The Provider shall, at the request of the Contractor, provide the Contractor with copies of the policy (ies) of insurance concerned, together with any and all renewal notices. Nothing in this paragraph will relieve the Provider from its liability in law in respect of death, injury or damage resulting from a defect in the Works or part thereof or a negligence of the Provider

The identity of the insurers and the form of the policies shall be subject to the approval of the Contractor, such approval not to be unreasonably withheld but in any case the Provider shall ensure that all his off-site operations, including delivery of goods, plant, machinery etc. to Site and from the Site are covered by insurance arrangements. In the event of any insured loss occurring to the Provider's materials, equipment, personnel or third party, the Provider shall immediately report such occurrence to the Contractor.

The Provider shall assume liability for claims in respect of (i) any injury and/or death occasioned to any person and (ii) any damage occasioned to the Contractor or third party's property, to the extent that such personal injury and/or death or damage to property is caused or contributed to by the Provider's acts or omissions and/ or its personnel, agents, sub-contractors or persons under its control. The Provider hereby agrees to indemnify and hold the Contractor and the Customer harmless against any and all claims, suits, liabilities and expenses arising in respect of such personal injury and/or death or damage to property whether or not engaged in connection with the Contract and against all sums properly due from the Contractor in respect thereof to the extent the same are caused by the Provider's negligence.

In the event that the Provider does not comply with the obligations set forth under this clause or if the Contractor is not reimbursed by the Provider or hold harmless according to the provisions of this Contract, the Contractor shall be entitled at least and without limitation at the Contractor's sole discretion:

- (i) to refuse the performed Works and to require the Provider to repeat the refused Works;
- (ii) to refuse the performed Works and perform the refused Works by itself at Provider's expenses;

*FMK*

*DM*

- (iii) to refuse the performed Contract Works to perform the remaining Works by itself and claim any cost exceeding from the PO for the same works;
- (iv) to withhold, deduct, set off or defer any payment due or to be due to the Provider under this Contract or any other;
- (v) to enforce any guarantee which may have been issued by the Provider;
- (vi) claim for any kind of compensation for damages.

## 7. PROVIDER'S OBLIGATIONS

The Provider shall:

- (i) Perform the Works punctually and in an effective and diligent manner, consistent with the high level standards of quality.
- (ii) Work in coordination with FMK engineers and with any third party which may be involved in the performance of the Frame Contract.
- (iii) Comply with all laws and regulations in force and applicable at the country where the Works are to be performed and that may affect the performance of the Contract, including but not limited, employment law, safety at work law, tax law etc...
- (iv) Pay all taxes, fees, permits, licenses, royalties and, however, any kind of expenses which were necessary and/or legally required for the development of its business
- (v) Comply with safety plan confectioned for the performing of the Main Works by the Contractor and/or the Customer.
- (vi) Make available any tool and equipment, including safety individual equipment necessities for the performance of the Works.
- (vii) Warrant that the tools and equipment to be used for the performance of the Works comply with the laws and regulations in force in the country where the Works are to be performed.
- (viii) Maintain the Site in proper order and cleanliness, leaving it to completion without any tools, machines and materials, free from rubble and debris.
- (ix) Ensure and maintain the materials (including but not limited: tools, equipment, hardware, software, systems etc...) which may be delivered by the Contractor, being responsible for the damages that might suffer from its delivery to the Provider either by handling or transport within the Site.

- (x) Prevent access to the Site to unauthorized persons.
- (xi) Return to the Contractor any material, including but not limited tools, equipment, information, etc..., that may be delivered by the Contractor for the proper execution of the Works.
- (xii) Comply with the whole of its payments obligations towards, Providers, employees, Providers and Providers if any, provided that Contracting shall comply with the relevant provisions of this Contract.
- (xiii) Comply with the whole of its payments and any other obligation regarding taxes obligations and Social Security which may applicable to the Provider.
- (xiv) Provide the Contractor with the information and documentation supporting the obligations set forth above and any other obligation of the Provider pursuant to this Contract.

The Provider shall indemnify and hold harmless the Contractor from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of its obligations set forth above. FMK shall be entitled to withheld and/or deduct any payment due to the Provider if, in FMK's opinion, the Provider is in a breach of any of these obligations.

To the extent that it is required or instructed by the Contractor, the Provider shall:

- (i) Collaborate in the design of the sites installation procuring the information/drawings/sketches that FMK engineers may need from sites.
- (ii) Collaborate in the on-site tasks, in particular in the installation, testing, commissioning, documentation, maintenance and provision of assistance to Customer when required by the Contractor.
- (iii) Interface with the project manager or any other relevant people appointed by the Customer when required by Contractor.
- (iv) To supervise possible Providers that the Contractor may have in the development of Project, when required by the Contractor.
- (v) Any other task that the Contractor may reasonably require or instruct during the performance of the Works.

## 8. LIABILITY

The Provider acknowledges that any delay attributable to him and/or breach by the Provider of the Contract may result in the Contractor's committing delays and/or breaches of, and becoming liable in claims and damages under the Frame Contract and may determine further costs, damages, loss or expense of the Contractor.

The Provider shall indemnify, hold harmless and compensate the Contractor from any and all costs, claims, actions, damages, expenses or liabilities imposed by the Customer and/or suffered by the Contractor as a result or in connection with any breach, default, delay, loss or damage caused by the Provider under the Contract (including but without limitation penalties and/or liquidated damages imposed by the Customer for delay under the Frame Contract).

The Provider expressly commits itself to pay any amount allocated to the Provider in accordance with the principles contained in this clause immediately upon receiving Contractor's notice to that effect.

#### **9. INSTRUCTIONS AND DECISIONS**

The Provider shall, in performing the Works, comply with all instructions and decisions given by the Contractor and all instructions and decisions given by the Customer to the extent that they were previously notified and confirmed in writing to him by the Contractor. The Provider shall immediately advise the Contractor of any instructions issued direct by the Customer in order that such instruction can be confirmed by the Contractor.

#### **10. CONTRACTOR'S OBLIGATIONS**

The Contractor shall comply with the following provisions foreseen in this Contract:

- (i) Pay the Works provided by the Provider in due time, in accordance with clause 12.
- (ii) Provide all the necessary elements, instructions and information required to enable the full, complete and faithful execution of the Works foreseen in this Contract.

#### **11. PAYMENT METHOD**

The currency for all payments shall be in EUROS (EUR) based on Purchase Order.

Payment shall be done by wire transfer after the approval by the Contractor of receipt and acceptance of the Provider's invoice within 60 days accompanied by the relevant documentation.

## 12. WARRANTY PERIOD

Provider warrants that the Works subject of this Contract shall be free from defects in design, material, workmanship and malfunctions, shall conform in all respects to the Technical Specifications of the Frame Contract and shall be fit for the purpose/s for which they shall be used. Provider further warrants that the performance of work and Works shall conform to high professional standards.

The Provider, at its own expense, shall repair, remedy or replace, at the Contractor's option, any defect of design, material, workmanship, manufacture, construction, installation, etc... that may appear, in all or part of the Works with no additional cost whatsoever for the Contractor.

The defect liability period shall have the same duration that the warranty period under the Frame Contract. Within thirty (30) days of the expiry of the warranty period and after the signature of the Customer of the final acceptance certificate or similar document under the Frame Contract, the Contractor shall issue a Final Acceptance Certificate stating that the Provider Works have been completed to its satisfaction.

Provider shall complete all the works outstanding and recorded at preliminary acceptance, as soon as practicable, and within the reasonable time and shall execute all such work of defect or deficiencies or other faults as may be required of Provider in writing by Contractor during the warranty period. Any such work arising from inspection at the end of the warranty period is to be completed within thirty (30) days and prior to the issue of the Final Acceptance Certificate.

The Provider, at its own expense, shall repair, remedy or replace defective Works within ten (10) days, in order to enable the Contractor to fulfill its warranty obligations towards the Customer.

The Provider shall fulfill its obligations to repair, remedy or replace defective Works within the timeframe established. In case of not complying with said timeframe, the Provider shall pay penalties as established under Clause 13. Besides this penalty the Contractor shall after five (5) calendar days of default, be entitled to acquire the Works of third parties and charge the corresponding costs and expenses to the Provider. Where said costs are paid by Contractor, shall be immediately reimbursed by the Provider or deducted from Provider's performance bond bank guarantee in its case.

### 13. PENALTIES & BONUS

In view of the impacts that any Provider's delay may cause in the Frame Contract the Provider understands that time is of the essence of this Contract. Therefore, the Provider commits to perform the Contract strictly in accordance with the Schedule of Works set forth in Attachment 1 and the response time required by the Customer within the Frame Contract.

In case of delay due to the default of Provider in completing the Contract Works within the periods as specified in Attachment 1, Provider shall pay the penalties, against the different milestones set forth in the Attachment 2, notwithstanding any other remedy available to the Contractor according to this Contract and the applicable Law, including but not limited the penalties which may be imposed by the Customer due to the delay in the performance of the Works.

The delay penalty may be deducted from the payments by the Contractor without necessary to issue a protest letter to the Provider separately. The penalties and liquidated damages which the Contractor is entitled to claim under this Clause may be applied by the Contractor by withholding the resulting amount from a) any payment due or from any payment which may become due or, b) any of the Bank Guarantees issued by Provider under the Contract. In this last event, the amount of the affected bank guarantee shall be immediately extended by the Provider up to the original amount within thirty (30) days from the deduction of the penalties thereto. If this penalty cannot be covered from the payments, it shall be collected separately from the Provider.

Any fees, penalties or costs that Provider can pay to Contractor can't exceed PO, except in case of acts of negligence, willful misconduct or infringement of Intellectual Property Rights by the Provider and/or loss or damage to properties or people, including but not limited bodily injury, sickness, disease or death caused by the Provider.

The imposition of penalties by the Contractor to the Provider shall not relieve the Provider of its obligations to successfully perform the Contract and to complete any outstanding Works or correct any defective Works.

In the event that the Provider finishes the whole of the Works prior to the last milestone established under Attachment 1 -Schedule of Works-, the Provider shall be entitled to receive a bonus according to the provisions under Attachment 2. Payment of bonus shall be done according to the provisions under this Contract for the rest of payments.

### 14. CONFIDENTIALITY

During the term of this Contract, the Contractor hereto may exchange proprietary and/or confidential information with the Provider including but not limited to, performance, sales,

financial, contractual and technical data and shall use that information solely for the purposes of this Contract.

From the date of receipt by the Provider of an item of Confidential Information the Provider undertakes:

- a) To protect and keep in strict confidence and to use its utmost precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- b) not to be used in whole or in part for any purpose other than for the performance of its obligations under this Contract;
- c) not to disclose such Confidential Information to any of its employees other than those having a need-to-know for the performance of its obligations under this Contract, and then only on the understanding that such employees are made aware of and undertake to observe the provisions of this Contract;
- d) not to disclose the Confidential Information in whole or in part to a third party unless such disclosure is specifically and prior authorised by FMK in writing, and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Contract;
- e) not to copy or reduce such Confidential Information to writing except as may be strictly necessary for the performance of its obligations under this Contract;
- f) to return to FMK all copies of Confidential Information at the end of the contract, whether on writing or other permanent form, and to destroy all notes and any other written reports or documents which may have been made by the Provider to the extent that they contain any part of or reference to the Confidential Information in whole or part and confirm in writing that it has complied with this paragraph providing a destruction certificate.

No license to Provider, under any trademark, patent or copyright, or applications, which are now or may thereafter be owned by the Contractor, is either granted or implied by the conveying of information to the Provider.

## 15. INTELLECTUAL PROPERTY

The Contractor shall be and remain the owner of all intellectual property rights in the technology, products, documents and know-how which it has developed, created or otherwise owns, and nothing herein shall constitute, recognize or imply a transfer or license.

In no case shall the Provider individually considered or through any of its workers or collaborators, be able to invoke/call upon intellectual property or any connected rights in order to obtain any payment or compensation.

## **16. PROPERTY OF THE DOCUMENTS**

All documents and/or software made by Provider, as an individual entity, as well as by any of its workers or collaborators, in relation to the present Contract, are the sole and exclusive property of the Contractor, which owns all the intellectual and/or industrial property. All the information contained in such documentation and/or software shall be considered as Contractor's Confidential Information.

Any and all commercialization rights –including reproduction, distribution, public disclosure, amendment and any other right of every report, article, work, document or any other creation of Provider, under the present Contract, either individually, collectively, which is susceptible of intellectual property rights, shall be assigned to the Contractor, on a worldwide basis, during the whole life of the corresponding rights and in all types of exploitation known at the time.

Any documents received from the Contractor shall be used by the Provider only used for the performance of the Works and shall be treated confidential.

## **17. TAXES AND DUTIES**

Taxes, duties and other levies imposed outside Germany shall be paid by the Provider. Taxes, duties and other levies imposed by the authorities of Germany shall be paid by the Contractor.

## **18. GOVERNING LAW AND ARBITRATION**

Any and all disputes arising in connection with or relating to this Contract or any part thereof, when not settled amicably within a thirty (30) day period, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The Arbitral Tribunal shall sit in Berlin (Germany) and the proceedings shall be in the English Language. The Arbitral award shall be final and binding on the Parties and shall be enforceable in any court having jurisdiction thereof.

This Contract shall be governed and construed in all respects in accordance with the Laws of Germany.

## 19. MISCELLANEOUS

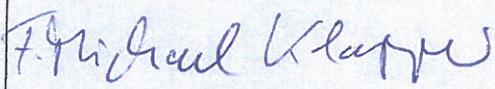
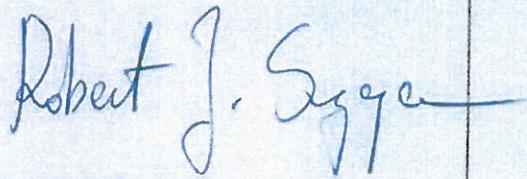
This Contract does not allow any Party to represent or bind the other Party, so neither gives any right or power to create obligations to the other Party.

This Contract may be amended, modified and supplemented in any and all respects, by written Contract of the Parties.

This Contract shall not be assigned by the Parties to any third party, whether in full or in part, without the prior approval of the non-assignment Party.

Notifications between Parties shall be sent to the addresses specified at the beginning of this Contract. Any change of address of any of the Parties must be notified immediately to the other Party for the purpose of allowing the continuous receipt of any communications.

**In WITNESS** whereof, the Parties hereto have caused this Contract to be executed by its duly authorised officers or representatives in two original copies, one for each Party.

<p>By and on behalf of <b>FMK</b></p>  <p>Name: Mr. Franz Michael Klapper Title: Company Owner</p>	<p>By and on behalf of <b>Libras-Electronic</b></p>  <p>Name: Mr. Robert Syga Title: General Manager</p>
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**Libras Electronic**  
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 NIP: PL5321647305 REGON: 141652905

## ATTACHMENT 1 - TECHNICAL SPECIFICATIONS & STATEMENT OF WORK

This List of Works includes specification and brief description of Works which have to be performed during a maximum of 12 months under the Subcontract.

- Professional technical support to the performance of the maintenance Contracts which includes:
  - o Availability for system installations.
  - o Technical maintenance.
  - o Trainings to final client.
  - o On-site support to factory.
  - o Systems configuration.
  - o Adaptation generation.
  - o System validations (Site Acceptance Tests).
  - o Documentation: Release Notes, SAT TPs, SSS, User Manuals, etc.
  - o Other tasks on request.
  
- Professional technical support to the performance of the installation works within Contracts which includes:
  - o Installation Plans.
  - o Cabling and trays.
  - o Mounting of HW: Data center, Racks, Workstations, Servers.
  - o Mounting of Furniture.
  - o Installation of Optical Fiber.
  - o Other tasks on request.

## ATTACHMENT 2 – PENALTIES

If the Provider fails to successfully comply any of the following milestones in the date established in the Schedule of Works provided by the Contractor for each activity or Work, in addition to any other right determined by law or by the Contract that the Contractor may have, the Contractor will be entitled to recover from the Provider delay penalties per each calendar week of delay in the amount stated in this Attachment.

The delay penalties applicable are the following

Last Milestone	Percentage of the total Contract Price per calendar week of delay
Installation Work	2%
SAT procedures and Document Delivery	2%
Incidence Resolution	2%

Penalties may be applied by partial weeks or days, at Contractor's discretion.

### ATTACHMENT 3 - HEALTH AND SAFETY

The Provider shall strictly and fully comply with all the applicable law or legislation related to labor compulsory insurance and health and safety applicable regulations. Furthermore, the Provider states that has documentary evidence of that accomplishment described and therefore agrees to make such evidence available on demand from FMK and, where applicable, to the Customer. In this sense, the Provider specifically declares that:

- a) The Provider has a health and safety policy and prevention plan and a preventive organization.
- b) The Provider's employees have medical fitness for work, mandatory for the work especially dangerous.
- c) The Provider's staff has equipment for personal protection adequate to the risk they are exposed to and according to the preventive measures established in the applicable Security Plan.
- d) The Provider will only facilitate to FMK, Staff with information and training on health and safety, sufficient and appropriate to the Works to be provided, and the Provider Staff will be specifically provided with theoretical and practical training for particularly dangerous risks to carry out the Works with adequate guarantees on health and safety.
- e) In case of substantial change in the activities, the Provider shall submit to the Contractor a new health and safety plan.
- f) The Provider shall use equipments of good-quality, CE marked and complying with applicable regulations.
- g) In case of especially dangerous Works (height, confined space, etc.) and throughout the performance of works in cases of construction works (if any), the the Provider shall appoint security and health supervisors, with qualification and authorization for the supervision of the safety conditions of work according to the applicable law.
- h) The Provider shall have documentary evidence of compliance with the obligations contained in this clause and any other documents required by applicable law. The Provider agrees to make such evidence available to FMK.
- i) Furthermore, in the performance of this Agreement, the Provider shall strictly and carefully comply with regulations applicable to Labor obligations. the Provider shall provide documentary evidence to proof said compliance as determined by

the applicable law. In this sense, the Provider shall deliver to FMK, at least, with the following:

- Original official certificate or sufficient evidence (as determined by FMK) of non-existence of social security debts, compulsory social insurance or any other social security system.
- Original official certificate or sufficient evidence (as determined by FMK) of non-existence of debts to any tax authority.
- A responsible and sufficient statement (as determined by FMK), of being aware in the performance of its salary obligations.
- Copy of payment of the applicable tax imposed on the activity, fees, and generally any tax, fee, payment or obligation to any administration related to the activity of the service.
- Original Certificate of Liability Insurance and Liability to third parties, issued by the Insurance Company and stating the full force of it, sufficient to ensure their activity.

The Provider shall be liable to FMK of the costs, damages and / or injuries to FMK arising by reason of breach of the provisions of this Appendix by the Provider.