

SPECTRO:O SUPPLY CONTRACT CONDITIONS

1. DEFINITIONS OF TERMS AND EXPRESSIONS USED IN THE CONTRACT

The terms and / or expressions written in capital letters in these Contractual Conditions of Supply (hereafter "SSCC"), shall have the following meaning:

Billing Date - the issuing date of Supplier's invoice which, in the absence of any contrary provisions in the Contract, will be the 5th of the month (or the first working day following this date), the date on which Supplier will issue the invoice; the Billing Date for the Products will be different, in the absence of any express written stipulation to the contrary, Products will be invoiced in the form of a proforma invoice (50% of the value of the Products) prior to signing the Contract and in the form of a final tax invoice (with cancellation of the advance payment) immediately upon signing the Contract;

Client - signatory part of the Contract, whose identification data are mentioned in the introductory part of the Contract and who will benefit from SPECTRO:O services, conditional upon of fulfilling their own contractual obligations;

Confidential Information - has the meaning ascribed to it in section 12 of these SSCC;

Contract - represents the Contract for the Provision of IT&C Services and Products, together with all its annexes and additional documents, including the present SSCC;

Contract Price - represents the cumulative value of the price of the Products and of the Services offered by SPECTRO:O, which is to be paid differentiated by the Client, pursuant to conditions of the Contract;

Minimum Contractual Period - represents a reference period in which Supplier shall perform the services to which it compelled under the Contract, and the Client will pay the Contract Price;

Payment Term - for the invoice related to the Services, it will be 15 calendar days from the Billing Date when the invoice is delivered (sent by e-mail), and for the invoice related to the Products it will be of 5 days from the communication of the proforma / tax invoice (sent by e-mail).

SPECTRO:O PLAYER Product ("Product") - an electronic device for continuous or random playback of audio-video content, which connects to specific playback terminals (*eg*, video monitors);

SPECTRO Service: A DMS ("Service") - Digital Media Signage / DMS is a computer application for the video and audio content management platform for the equipment connected to the platform, provided by SPECTRO:O in the form of a SaaS (Software as a Service);

Supplier - SPECTRO:O SOFTWARE S.R.L. based in Sibiu, no. 2A Reconstrucției Street, Office no. 1, registered at the Trade Register under no. J 32/1301/2017, tax code RO 38102059;

Supplier's Offer - SPECTRO:O's written communication that includes and details the SPECTRO:O DMS Service and SPECTRO:O Player Products, that Supplier could make available to the Client;

Warranty Period - Products provided by SPECTRO:O benefit of a commercial warranty of 12 months from the date of their delivery or from the date of their installation (if the installation is done by SPECTRO:O).

2. INTERPRETATION

2.1. In the interpretation of the Contract, the words in the singular form will include the plural form and vice versa, respectively the reference to the masculine gender will also include the reference to the feminine gender.

2.2. The term "day" or "days" or any reference to days shall be deemed to be a reference to calendar days, unless expressly specified otherwise.

3. PRIORITY OF DOCUMENTS

3.1. The documents forming the Contract must be interpreted by each other, giving them the meaning resulting from the whole act and in the sense that they can produce effects, in conjunction with the agreement of the Parties. In the event of any discrepancies, ambiguities or inconsistencies between any of the Contract documents, they shall take precedence in the following order:

- a) SPECTRO:O's offer accepted by the Client;
- b) any addendum to the Contract;
- c) the clauses of the IT&C Service and Product Supply Contract and its Annexes (where applicable);
- d) the present SSCC.

3.2. If the Client should find any discrepancy, ambiguity or inconsistency in or between any of the documents that form the Contract, it will immediately notify the Supplier in writing, providing details of this discrepancy, ambiguity or inconsistency and will agree with SPECTRO:O any change likely to produce the result envisaged by the Parties at the conclusion of the Contract.

4. INTERDEPENDENCE OF CONTRACT BENEFITS

For clarity, Client's failure to pay any part of the Contract Price shall entitle the Supplier to postpone the performance of its own obligations under the Contract, until such date when the entire outstanding balance (principal and contractual penalties) will be paid by the Client or by a third party on behalf of the Client, or until Supplier will be provided by the Client with guarantees considered sufficient (in the discretionary appreciation of the Supplier) to cover both the entire open debt and the obligations that will become due in the next reference period of the Contract (eg, month, quarter, etc.) for which the Client requests its continuation.

5. OBJECT OF THE CONTRACT

Under the terms of the Agreement, the Supplier will produce and make available to the Client the SPECTRO:O Player Products, and / or will provide the SPECTRO:O DMS Services, and the Client undertakes to pay for the Products and Services offered by the Supplier.

6. DURATION OF THE CONTRACT

6.1. The Contract enters into force on the date of its signing by the Parties and is deemed concluded for the Minimum Contractual Period established together with the Client and referenced in the Contract. Thus, the Duration of the Contract may be 12, 24 or 36 months, with the possibility granted to the Client to terminate the Contract, with written notice and respecting certain deadlines. For clarity, the notice of termination of the Contract sent by the Client may have effect as follows:

- a) in the event of the Contract being concluded for 12 months, the written notice of termination must be sent by the Client to the Supplier 90 days before the desired date for Contract termination;
- b) in the event of the Contract being concluded for 24 months, the written notice of termination will be sent by the Client to the Supplier 90 days before the desired date for termination of the Contract in the first contract year, and 60 days before the desired date for termination of the Contract in the second contract year;
- c) in the event of the Contract concluded for 36 months, the written notice of termination will be sent by the Client to the Supplier 90 days before the desired date for termination of the Contract in the first contract year, 60 days before the desired date for termination of the Contract in the second contract year, and 30 days before the desired date for termination of the Contract from the third contract year;

6.2. The Supplier shall have the right to terminate the Contract, with 30 days' written notice.

6.3. If neither Party notifies the other in advance, at least 30 days, of its intention to terminate the Contract on the date of expiry of the Minimum Contract Period, or on the expiry of a period for which the Contract has been extended, the Contract shall tacitly extend for an indefinite period. In case of any extension of the Contract, the notice period for termination by the Client will follow the rule set out in clause 6.1 above, respectively the notice will be 60 days in the second contract year, or 30 days from the third year contractual.

7. CONTRACT PRICE AND PAYMENT METHOD

7.1 For SPECTRO:O Products and / or Services, the Client undertakes to pay the Supplier the Contract Price, under the conditions set out below, in the absence of any express written stipulation to the contrary - written and signed by the legal representatives of the Parties.

7.2 SPECTRO:O Services will be invoiced on the 5th of the month (or on the first working day following this date) (Billing Date) for the current month, whilst SPECTRO:O Products will be invoiced as follows: i) advance 50 % of the cumulative value of the Products and services associated with the delivery of the Products - based on a proforma invoice sent by SPECTRO:O following the acceptance by the Client of the offer received from SPECTRO:O, and ii) the difference of 50% before the delivery of the Products, based on the tax invoice (with cancellation of the advance payment) issued on the date of signing the Contract. The collection of the equivalent value of the tax invoice thus

issued will be an essential precedent condition (with resolute effect) for the execution of any obligations assumed by SPECTRO:O within the Contract.

7.3 The payment term for the payment of invoices related to SPECTRO:O Services is of 15 calendar days from the Billing Date. Invoice issued by SPECTRO:O on the Invoice Date will be communicated on the same day, by electronic means (e-mail) to the Client. If the Client requests in writing the transmission of the SPECTRO:O invoice on paper format, the Client shall assume the cost of postage, by courier service selected by SPECTRO:O or by alternate courier contracted by the Client. For clarity, the Payment Term is calculated from the Billing Date, regardless of whether or not the invoice is sent on paper as well.

7.4 The monthly invoice will be issued in RON, at the exchange rate communicated by the National Bank of Romania for the date of issuing the invoice.

7.5 The Contract Price includes the value of SPECTRO:O Products and Services, and excludes any other taxes (including, without limitation, value added tax). Any other inclusions and / or exclusions will be indicated in the SPECTRO:O offer, communicated to the Client before concluding the Contract.

7.6 Within 5 calendar days of receiving any invoice issued by SPECTRO:O, the Client could notify any inconsistency/error in the amount reflected in the invoice, on the invoiced items, on calculation of amounts or other issues related to the validity and accuracy of the payment document. The Client's notice will not suspend the payment term. Within 2 working days from the receipt of such notice from the Client, SPECTRO:O undertakes to formulate a written answer, indicating its resolution on the Client's notice. If the Client's notice proves to be justified, SPECTRO:O will operate without delay all the necessary changes, making the related corrections. Otherwise, SPECTRO:O will communicate its final position by a written message (e-mail), the Parties being reinstated in the situation where no notice would have been delivered by the Client.

7.7 For exceeding the Payment Term by the Client, SPECTRO:O reserves the right to charge contractual delay penalties in the amount of 0.5% per day of delay, calculated at the value of the due debt. In case it chooses to charge delay penalties, SPECTRO:O will notify it to the Client by a written message (e-mail), following to issue weekly invoices or at other intervals discretionarily appreciated by SPECTRO:O. For clarity, in case of issuing such invoices with delay penalties, any amount paid later by the Client will first extinguish the contractual penalties and only after the amount of the principal. Contractual penalties may exceed the amount on which they are calculated upon.

7.8 If the Client does not fulfil its payment obligations according to the conditions of the Contract, the Supplier may totally or partially suspend the Client's access to the Services or may terminate the Contract under the conditions provided in the relevant section of these CCSS.

8. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

8.1 The Supplier has the obligation to deliver the Products ordered and paid for by the Client and (as the case may be) to install the computer application, to configure it and to provide technical support for its proper operation throughout the Contract. The Supplier's obligation is strictly limited to the Products supplied and / or the Services provided and does not extend to the terminals or other components of the Client.

8.2 The Supplier will install the application that makes possible the operation of the Service on the Client's terminals, in case the access is not made via a WEB browser. In case of WEB applications, the Supplier will provide the Client with the address and the connection data.

8.3 The Supplier will train the Client's staff who will use the computer application. The training will consist of providing a live demonstration on location and providing a set of rules for accessing / operating / troubleshooting the Service. For Products, any intervention will be made only by SPECTRO:O personnel or by a third-party contractor for repair services, designated in writing by the Supplier.

8.4 The Supplier will remedy the malfunctions encountered in the use of the software application. SPECTRO:O (or its authorized agent) will repair the defective Products within the Warranty Period. In the sense of the relevant legal provisions, the Products supplied by SPECTRO:O are not consumer goods and the Client does not have the legal quality of a Consumer (*nb*, in the sense of the provisions of the Romanian Law no. 449/2003 on the sale of products and their associated guarantees), for which reason the legal provisions regarding the withdrawal from the Contract, the return of the products and / or extended guarantees are not applicable. Defective products for reasons other than the fault of SPECTRO:O (*ie*, the characteristics of the components and their functionality) can be repaired by the Supplier at the Client's expense, meaning that SPECTRO:O will issue an estimate and will begin remedying the defective product after receiving payment of the value of such estimate from the Client.

8.5 During the remedy of the malfunctions appeared in the operation of the software application - if the impossibility to use the Service is due to SPECTRO:O - The Client will not owe the cost related to the use of the Service. If it has already been paid in advance, SPECTRO:O will issue a discount invoice from the next monthly invoice or will return to the Client the amount that should not have been charged, within 15 days from the date of termination of the Contract and if there were no due Client debts, which would allow the settlement of the respective amount.

8.6 The Supplier will keep the confidentiality of the information and personal data to which it has access under the Contract throughout its duration.

9. CLIENT RIGHTS AND OBLIGATIONS

9.1 The Client undertakes to provide SPECTRO:O with all data, information and documents necessary to install the application in its own infrastructure, to use the software application and the login requirements according to the Supplier's instructions and not to disclose them to any third party (except for the Client's staff on location where the Service / software application is installed) data regarding the components, the access credentials in the platform, the operation mode, technical particularities and other aspects related to the operation of the Service, under the sanction of termination of the Contract and complete liability for any damages.

9.2 The Client undertakes to execute any and all payments arising under the Contract, on dates and in compliance with the terms of the Contract or as expressly otherwise agreed in writing with the Supplier and detailed in an addendum to the Contract.

9.3. The Client undertakes to provide the Supplier with ideas for improvement and feedback in connection with the operation of the software application, by filling-in sample forms occasionally circulated by SPECTRO:O.

9.4 If the Parties have expressly agreed to this aspect through mentions included in the SPECTRO:O offer, the Client undertakes to provide the Supplier a local server with secure external access, for the Supplier and the infrastructure necessary to implement the computer application.

9.5 The Client has no right to use the computer application or any parts thereof for purposes other than those provided in the Contract with SPECTRO:O, and in related documents. Likewise, the Client is strictly forbidden to obtain access to the source code or to use any of its components without the express, prior and written consent of SPECTRO:O, under complete liability for any damages.

9.6 The Client undertakes to pay any and all debts arising in connection with the Contract, respectively the Contract Price but also any other amounts due (*eg*, contractual penalties, damages, etc.), including VAT and other taxes imposed by the Romanian tax authorities during execution of the Contract.

9.7 The Client will keep the confidentiality of the information and personal data to which he has access based on the Contract throughout its duration.

10. TRANSFER AND MODIFICATION OF THE CONTRACT

10.1 The Client undertakes not to transfer to any third party (private or entity) the right to use the service / application / SPECTRO:O DMS Platform without the express, prior and written consent of the Supplier, under penalty of termination of the Contract and / or complete liability for any damages.

10.2 If the requested Supplier expresses its consent in principle regarding the assignment of the Contract by the Client, such transfer may only and exclusively operate after the validation by the Supplier of the assignment contract, based on the transfer of responsibility to the assignee, and only if the Client's debts are paid on time or if the transferee procures sufficient guarantees to the Supplier, considered sufficient by him (in its sole discretionary appreciation) to discharge the Client from liability under the Contract.

10.3 The modification of the Contract may be made only by written addendum signed by the representatives of the Parties.

11. WARRANTIES

11.1 The Supplier undertakes to provide warranty services for each Product sold, for the duration and under the conditions provided in the Warranty Certificates, sent to the Client upon delivery of the Products. The free performance of the service during the Warranty Period will be done only under the conditions of respecting the integrity of the equipment / Product. If the Supplier's representatives find any unauthorized intervention on the equipment / Product, other than those provided in the instructions for use, such Product will no longer be able to benefit from any warranty. The warranty does not apply to any Product or parts of the Product that have been the subject of an accident, modification, abuse, misuse, improper installation or commissioning if they were made by persons other than those expressly designated by the Supplier.

11.2. The Supplier will monitor the compliance of the information contained in the software application with the data, information and documents provided by the Client.

11.3. The Supplier is not responsible for defects resulting from non-compliance by the Client with the Supplier's instructions. The cost of repairing or reconditioning the defective / damaged products through the fault of the Supplier will be borne by the Client. The provisions of clauses 8.4 and 8.5 of these CCSS shall apply accordingly.

12. CONFIDENTIALITY

12.1 Each Contracting Party agrees and confirms that it has no interest in seizing confidential information belonging to the other Party and will not disclose, communicate or make public / known the nature or content of such information to any natural or legal person (except for those employees or agents for whom such information is used to fulfilling their rights and obligations under the Contract), nor will it use, unless the Party providing them authorizes this in writing and in advance, none of the confidential information it receives, acquires or otherwise obtains from the other Party. Each Party shall immediately inform its employees and other persons to whom confidential information is disclosed of their obligations under this Agreement and shall take all necessary measures to ensure that such information is kept confidential. Each Party shall promptly inform the other Party if it discovers a situation of unauthorized use/dissemination of confidential information belonging to the other Party.

12.2 Confidential Information includes professional secrets, know-how, technical procedures, projects, specifications, drawings, drawings, sketches, plans, diagrams, models, industrial modules, logic diagrams, technological process diagrams, computer programs, tender documents, plans strategic plans, development plans, marketing / financial / business plans, fees and commissions, names of employees, customers or suppliers as well as other technical, financial or other business information, disclosed in writing, or in any other tangible form, by the owner, regardless of whether such information transmitted is marked as "Confidential Information" or "Proprietary Information". The written communication of the Parties in the performance of this Contract is also confidential information.

12.3 Any information remains the full property of the Party disclosing it. The Obligation of confidentiality will continue to be in force and to produce legal effects even after the termination of the Contract, regardless of the grounds for termination, for a period of three years from the termination date.

12.4 Subject to the provisions of clause 12.5 below, each Party shall protect all Confidential Information obtained in the course of the negotiations or for the duration of the Contract (with any subsequent extension thereof) and relating to the other Party and / or any transactions for the exploitation of its assets. may not be used for its own purposes (except to the extent necessary to fulfil its obligations under the Contract) or transmitted to third parties without the prior written consent of the Party concerned.

12.5 Each Party shall be permitted to disclose all or part of Confidential Information:

- a) with the prior written consent of the owner Party;
- b) if the Party is required by law to disclose Confidential Information to a person authorized by law to receive it;
- c) if the Confidential Information is or becomes public information, other than the direct or indirect result of any breach by the Party of the conditions set out in this clause;
- d) if the Confidential Information must be disclosed to any control / investigation authority of the Romanian state, on the basis of a legitimate request and only after notifying the Party whose confidential information shall thus be disclosed;

- e) if the Confidential Information is disclosed to a court, arbitrator or administrative tribunal or to a counsel / lawyer / tax consultant / chartered accountant during their relevant proceedings;
- f) whether the confidential information is to be disclosed to or by the rules of any stock exchange, in which case the disclosing Party shall notify the other Party of the confidential information which it is required to disclose;
- g) which at the time of disclosure to one of the Parties was known to it without restrictions (or subject to less severe restrictions than stipulated in the Contract);
- h) for which the laws in force require the Party in question to disclose, provided that the Party notifies the other Party before disclosing Confidential Information and takes all measures to limit the volume of Confidential Information thus disclosed to the strict necessary;
- i) entering the public domain without any contribution of the Party to which it was disclosed.

12.6 The Client shall not issue any press release or make any other public announcement ("Public Statement") regarding the transactions provided for in the Contract without the prior written approval of the Supplier regarding the content and manner of presentation and publication of that public statement. The Supplier may use the name of the Client's company and its logo for identification of their clients' portfolio for such Products and Services (in its own website and social media), without any other detail, approval or cost.

13. FORCE MAJEURE AND FORTUITOUS EVENTS

13.1 Unless otherwise provided by law or unless the Parties agree otherwise, liability shall be waived when the non-performance of the obligations is caused by Force Majeure or a Fortuitous Event. Force Majeure is any external event, unpredictable, absolutely invincible and inevitable. The Fortuitous Event is an event that cannot be foreseen or prevented by the person who would have been called to answer if such event had not occurred.

13.2 The Party invoking Force Majeure, or a Fortuitous Event shall notify the other Party within 5 days of the date of occurrence and also within the same period in the event of its termination.

13.3 If it fails to notify, within the time limits specified above, the commencement and termination of the case of Force Majeure / Fortuitous Event, the Party invoking it shall bear all damages caused to the other Party by failing to notify within the specified time.

13.4 In the event of circumstances requiring the suspension of performance under the Contract shall extend for a period longer than three months, any interested Party may request the termination of the Contract.

14. TERMINATION OF THE CONTRACT

14.1 The Contract may be terminated in the following cases:

- a) by completing the Duration of the Contract, under simple written notice of the interested Party that it understands not to continue the execution of the Contract, thus preventing the tacit extension;
- b) by written agreement of the Parties;

c) by cancellation of the interested Party, with written notice and in compliance with the terms provided in section 6 (Duration of the Contract) of these SSCC;

d) by termination, by the interested Party - failure or late/incomplete execution of the obligations of any of the Parties may direct the Party that has fulfilled its own obligations to send a notification to the other Party and grant a remedy period of maximum 10 days, at the elapse of which, if the notified Party will not have fulfilled its due obligations, the Party that has fulfilled its obligations shall be entitled to consider the Contract as terminated, without any other formality and without the intervention of the court. Termination may result in the obligation of the Party responsible for the termination of the Contract to pay damages, for any justified damage.

14.2. Termination of the Contract shall have no effect on the due obligations of the Parties.

15. DISPUTE SETTLEMENT AND APPLICABLE LAW

15.1 The Supplier and the Client shall make every effort to resolve amicably, through direct negotiations, any misunderstanding or dispute that may arise between them within or in connection with the performance of the Contract. If, after 15 days from the beginning of such amicable discussions, the Supplier and the Client fail to resolve any contractual differences, the interested Party may refer the dispute to the competent courts of Sibiu, Romania.

15.2 The Contract is drawn up and will be interpreted according to the provisions contained in the laws of Romania, which will complete the aspects not covered by the provisions of the Contract and by the present SSCC.

16. LANGUAGE GOVERNING THE CONTRACT

The language governing the contract is the Romanian language.

17. COMMUNICATIONS

Any communication between the parties regarding the performance of this contract must be sent in writing, by email, to the addresses indicated in the introductory part of the Contract.

18. FINAL PROVISIONS

18.1 SPECTRO:O may revise these SSCC at any time, at its sole discretion, by updating this post. Any such revisions will be part of any Contract concluded with SPECTRO:O following the content update, without any additional notification or warning.

18.2 The content of these SSCC as well as all other material available on SPECTRO:O website, including, without limitation, copyright and other intellectual property rights over works of art, graphics, photographs, texts, videos and audio, the trademarks and logos available on site (the "Content") are and shall remain the sole property of SPECTRO:O and / or its affiliates. No part of the Content may be copied, reproduced, reused, retransmitted, adapted, published, developed, posted, uploaded, distributed, modified, disseminated or generated derivative works in any

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