

General Terms and Conditions

Version September 2023

1 Introduction

- 1.1 These General Terms and Conditions (hereinafter referred to as: "General Terms") of the trading company venITure d.o.o. apply to all current and future contractual relationships from the objectives of the company's business and are an integral part of the contract concluded between venITure d.o.o. and its contractual partners (hereinafter referred to as: "Contractual partner"). The general business terms and conditions are accepted by all contractual partners of the trading company venITure d.o.o. and are valid independently as well as in combination with separate contracts. When signing the contract with venITure d.o.o. the contractual partner familiarizes with the text of these terms and conditions and it is further implied that he/she has fully understood and accepted them.
- 1.2 If the General terms and conditions of the contractual partner derogate from these General terms or differently regulate the rights and obligations of the contractual parties, the contractual parties mutually agree and confirm the application of the General terms and conditions of venITure d.o.o. unless otherwise contracted.
- 1.3 venITure d.o.o. is entitled to make amendments to the General terms. The amended terms and conditions shall be deemed accepted by the contractual partner, unless the contractual partner objects to the change in writing within the period of 30 days after the amendments were made. Otherwise, the previous General terms of venITure d.o.o. shall be deemed to apply.
- 1.4 These General terms have been published on the Internet website www.veniture.hr/opci-uvijeti on 28.2.2021 and have been in force since then.
- 1.5 venITure d.o.o. and the contractual partner undertake to deliver all information, notices, instructions, inquiries and statements (business correspondence) related to the fulfilment of the Contract to the e-mail address specified in the Contract, or to the e-mail address exchanged between the contractual partners for the purpose of fulfilment of the contract. All information

and statements that venITure d.o.o. sent to the contractual partner via the provided e-mail address are deemed to be delivered at the time of transmission.

2 General terms

The following provisions apply to the relationship between venITure d.o.o. and the contractual partner:

- 2.1 venITure d.o.o. guarantees that all of its employees have the appropriate qualifications required for the fulfilment of the Contract. venITure d.o.o. is authorised, at its own discretion, to hire external contractors when deemed necessary for the purpose of the fulfilment of the obligations hereunder.
- 2.2 If venITure d.o.o. and the contractual partner agree on the contracted probationary period, the contractual partner is allowed to terminate the contract during this trial period, if the contractual partner deems that the venITure employee does not meet the prescribed qualifications. The termination of the contract must be preceded by a written notice, in which the contractual partner describes the qualification deficiencies of the employee and a period of 3 days in which venITure d.o.o. is entitled to replace the employee hired for work which is the subject to the contract. If the contractual partner continues to deem that the employee lacks required qualifications, he is entitled to terminate the contract within 3 days with immediate effect.
- 2.3 venITure d.o.o. issues an invoice for services provided to the contractual partner on a monthly basis, containing the specification (by the hour) so that the fee for the rendered service can be understandable and transparent to the contractual partner.

The issued invoice contains the following services:

- work preparation
- information collection
- documentation
- telephone support
- record of all performed work
- project performance, project cooperation, project meeting, project billing
- remote support via the Internet

- 2.4 The content and scope of services contracted between venITure d.o.o. and the contractual partner arise from the concluded contract. After venITure d.o.o. has performed the service i.e. delivered the product, the responsibility for the success of further business and the usability of the delivered product rests exclusively with the contractual partner.
- 2.5 venITure d.o.o. undertakes to provide the contracted service and work professionally, with quality and conscientiously, in line with the rules of profession and with duty of care, taking into account the science and technology stage at the time of concluding the contract.
- 2.6 venITure d.o.o. charges for rendered services by day (8 working hours) or by the hour. If the contracted provision of service lasts longer than two days, then venITure d.o.o. charges the service by the hour, whereby charging starts when the one-tenth of an hour has passed. The travel in both directions is calculated in the duration of providing service.
- 2.7 venITure d.o.o. provides its services on weekdays (Monday - Friday) from 09:00 to 17:00 (regular working hours). If the contractual partner requests from venITure d.o.o. to perform a service out of office working hours, then each hour of service provision within extraordinary working hours is calculated according to the coefficient 1.5, i.e. one hour of work within extraordinary working hours counts as one hour and 30 minutes of working time during regular working hours, whereby on Sundays and/or holidays, the hour of service is calculated according to the coefficient 2, that is, one hour of work on Sundays and/or holidays is calculated as two hours of work in regular working hours.
- 2.8 venITure d.o.o. is entitled to engage subcontractors for the purpose of completing contractual obligations if necessary. venITure d.o.o. is liable to the contractual partner for the high-quality and duly execution of the subcontractor's services, while adhering to the set quality standards as if it were the execution of work directly from venITure d.o.o.

Invoices

- 2.9 The contractual partner is obliged to settle the invoice within 14 days of its receipt. In the event of a delay in payment, the contractual partner is obliged to pay the legal default interest in addition to the principal amount.

- 2.10 venITure d.o.o. is entitled to request certain payment amount from the contractual partner into the account, prior to the commencement of work, which will amount to 30% of the anticipated total payment.
- 2.11 The contractual partner undertakes to ensure certain conditions necessary for venITure d.o.o. to perform its services, which particularly includes providing access to the necessary systems. In the event that the contractual partner does not provide required conditions for venITure d.o.o. on time to render the agreed service unhindered, then venITure d.o.o. is entitled to charge the cost amount (working hours corresponding to waiting hours) related to the waiting time.

3 Contracts

- 3.1 If the Contract on business cooperation or on the performance of certain work by venITure d.o.o. is concluded based on the contractual partner's acceptance of the offer made by venITure d.o.o., then these General terms and conditions apply entirely to that contractual relationship, excluding any other conditions that the contractual partner as the recipient of the offer might wish to impose, include or which are implied by commercial customs or practice.
- 3.2 Legally valid offers by venITure d.o.o. are considered those in written form, and it is assumed that electronic communication whether by electronic mail or fax or some other type of electronic communication satisfies this norm of a written form.
- 3.3 If the contractual partner informs venITure d.o.o. in writing (including e-mail or fax message or other form of electronic communication) on the acceptance of the offer, it is considered that a contract, which consists of the offer, the request specification (or a similar document) and these General Terms, has been concluded at the moment of the receipt of the notification.
- 4 venITure d.o.o. owns the copyright of the products created as a result of the performance of the service contract concluded between venITure d.o.o. and the contractual partner.
- 5 Meeting the deadline is not the essential term of the contract, unless otherwise agreed.

6 Deadlines

- 6.1 If the deadline for the completion of work is

an essential term of the contract, then the deadline for the commencement of work and the deadline for the completion of work (including other deadlines) do not start to run until the contracting parties agree on all the details regarding the execution of the contract and until the contractual partner has submitted all information and documents to venITure d.o.o. which are necessary for the performance of work within the agreed period.

- 6.2 This provision shall also apply in the event that during the performance of work the contractual partner does not provide venITure d.o.o. other necessary documentation and information necessary for the execution of work.
- 6.3 If the contractual partner, despite a timely request, does not provide information and documents on time, venITure d.o.o. has the right to set new deadlines and dates for the execution of the contracted work, whereby it has the right to charge additional costs incurred due to the contractual partner's delay.
- 6.4 In case of force majeure, deadlines and dates will be extended according to the agreement between the contracting parties.
- 6.5 venITure d.o.o. is entitled to an additional deadline of at least 10 more working days to complete the work, if it is obvious that the deadlines will be exceeded. In that case, venITure d.o.o. sends a written request for the extension of deadline to the contractual partner, for the purpose of completion of work, not later than the last day before the expiration of the originally agreed deadline for the work completion.

7 System of the contractual partner

The contractual partner is exclusively responsible for the usability and compatibility of work, the execution of which is the subject of the concluded contract, therefore the contractual partner shall expressly declare that he checked the compatibility of the contracted work with the company's own software and software solutions before entering into contract with venITure d.o.o.

- 7.1 venITure d.o.o. is not responsible whatsoever for the usability and compatibility of the contracted work with the software and program solutions of the contractual partner.

8 Completion of work

The contractual partner is obliged to accept the completed work within 14 days. If the contractual partner at the invitation of venITure d.o.o. to inspect and receive the executed work does not do so without a justified reason, it will be considered that the work was received and executed without errors even in case of a proven error.

- 8.1 venITure d.o.o. has the right to request from the contractual partner to accept partial work that is completed afterwards.

9 Licences

If venITure d.o.o. and the contractual partner conclude a license agreement, then the transfer of the right to exploitation (use of software that is the subject of the agreement) takes place within the scope defined by the contract and it is non-exclusive and non-transferable. The source code for the software is owned by venITure d.o.o., it is not a part of the scope of delivery and the contractual partner may not use it under any circumstances.

- 9.1 If the subject of the contract is the delivery of the right to use a specific computer program, the contractual partner acquires the right to use those computer programmes in accordance with the conditions specified directly by the manufacturer and he undertakes to comply with the conditions of use specified by the manufacturer.
- 9.2 For the avoidance of doubt, computer programmes (software licenses) that venITure d.o.o. delivers to the contractual partner are never sold, but licensed in accordance with the license terms of the manufacturer accompanying the software, and the contractual partner is asked to accept the license agreement when purchasing, downloading and/or installing the software. Any reproduction or redistribution of software or goods that does not comply with the relevant license terms, manufacturer's terms of use and applicable law is expressly prohibited.
- 9.3 As a part of the delivery of computer programmes (computer licenses), venITure d.o.o. does not provide the contractual partner with any additional warranties regarding the accuracy of the results or output values of such software tools or service programmes, beyond those expressly stated in the warranties of the computer programme manufacturers themselves.
- 9.4 venITure d.o.o. as a supplier of computer programmes (software licenses) has no influence on the functionality of the

- computer programme, updates and additional functionalities provided by the manufacturer through the right of use, defined exclusively in the conditions prescribed by the manufacturer for the contractual partner as a user.
- 9.5 If nothing is stated in the contract or in the offer and/or in the request specification (or similar document) regarding the restriction of rights to use a computer programme, they will be applied non-exclusively, non-transferably and time and spatially limited to the territory of the Republic of Croatia, i.e. unlimited right of use depends on the practice of the manufacturer of the computer programme. The right of use is intended exclusively for the internal needs of the contractual partner and it is not allowed to resell or transfer any rights of use on the computer programme that is the subject of the contract or offer and/or request specification (or similar document).

10 Prohibition of engagement of venITure d.o.o workers

If the contractual partner provides services, goods or intellectual property of the company venITure d.o.o. to the third parties, then he undertakes not to engage, employ or use the services of former or current employees of venITure d.o.o. without their written consent.

11 Confidentiality and data protection

The contractual parties (venITure d.o.o. and the contractual partner) are mutually obliged to ensure that all documents and data that are used and learned during the business relationship are protected and not accessible to any third parties, including generally unknown documents and information, business and trade secrets that are recognizable as such, or which relate to the business sphere of the contractual partner and which are available during the preparation and execution of the contract. The contracting parties take over the obligation of keeping business secrets and confidential information for their employees, regardless of whether they are employed with them or are freelancers or subcontractors, and the said obligation exists even after the end of the business relationship.

- 11.1 venITure d.o.o. will keep all information as confidential regarding the business of the contractual partner discovered during their business relationship, and which are not

generally known. Such information will not be misused for its own purposes or for those of third parties.

- 11.2 venITure d.o.o. shall not be liable for the disclosure or use of confidential information that:
- are already known or have become known to the public, except through violation of these General Terms
 - must be disclosed by law in accordance with the request of the competent authority.
- 11.3 venITure d.o.o. is entitled, in accordance with the needs and without the prior consent of the contractual partner, to make confidential information available to all its affiliated companies in the sense of the provisions of the current Companies Act, provided that in this case venITure d.o.o. is obliged to ensure that affiliated companies to which confidential information is made available handle it in the manner established by these General Terms.

12 Contact person

The contractual partner appoints a responsible contact person for venITure d.o.o., who will have the right to bring relevant and binding decisions regarding the execution and implementation of the contract.

- 12.1 venITure d.o.o. has the right to accept the statements of the contact person as binding and act accordingly, even if the contact person is not legally authorized for representing the contractual partner. In the event that the contractual partner changes the contact person, he undertakes to inform venITure d.o.o. about this in writing within 24 hours of the change.

13 Liability

venITure d.o.o. is not liable for the loss of data caused by technical failures, interruption of data transmission or other problems related to technical failures, unless they are caused by the intentional work of venITure d.o.o. Employees.

- 13.1 venITure d.o.o. is not liable for the non-performance of contractual obligations if they are caused by force majeure - an event beyond the control of the contracting parties and independent of their will that directly affects the performance of obligations and whose occurrence is not

- the result of negligence on the part of the contracting party, and which could not have been foreseen, prevented, avoided or removed.
- 13.2 In the event that a contractual party is prevented from fulfilling its obligations as a result of force majeure, it is obliged to notify the other contractual party without delay, within 24 hours at the latest, with an indication of the cause and the possible duration of the event of force majeure.
- 13.3 In the event that force majeure prevents the performance of one part of the contractual obligations, the part which is not critical for the fulfilment of the contractual relationship in its entirety, the affected contractual party will continue to perform its obligations in the part not affected by the event of force majeure.
- 13.4 In the event of force majeure, the agreed deadlines will try to be adjusted by mutual agreement, but if the event of force majeure lasts longer than 30 days, the contracting parties reserve the right to terminate the contractual relationship with immediate effect, after notifying the other contracting party thereabout in writing.
- 14 The contractual partner is obliged and responsible to carry out its regular storage and updates. If the contractual partner fails to fulfill its obligation, venITure d.o.o. is not responsible for the occurrence of damage caused by the omissions of the contractual partner.
- 15 venITure d.o.o. is not held liable if, during the entry of data or implementation of updates, a loss of data occurs or interference in the operations of the contractual partner, unless they are caused by the intentional work of venITure d.o.o. Employees.

Termination of contract

- 16 A service agreement concluded for a fixed term ends with the expiry of the period for which it was concluded, and during the term of the contract the right to early termination is excluded.
- 17 If the contract for the provision of services is concluded for an indefinite term, either party to the contract may terminate it in writing at any time with a notice period of three months.
- 18 venITure d.o.o. is authorized to charge and issue an invoice for all properly rendered services/work during the notice period, i.e. until the moment of termination of the contract.
- 19 Each party is entitled to terminate the

contract with a written notice with immediate effect, if the other contractual party keeps on breaching the provisions of the contract, does not fulfil its obligations and/or does not eliminate the consequences of the breach of contractual obligations within 30 days after receiving the written notice of breach of contractual obligations. The notice of breach of contractual obligations, as well as the decision to terminate the contractual relationship, must be delivered to the other party in writing, to the address of the registered office, by registered mail with return receipt. If the other party does not receive or refuses to receive a notice of breach of contractual obligations, i.e. a decision to terminate the contractual relationship, then it is considered delivered on the day the parcel is handed over to the post office.

- 20 If non-fulfilment or improper fulfilment of the obligations of one party would cause damage cause to the other party, the contractual party that suffered damage has the right to the compensation of the ordinary damage. Liability for indirect and consequential damage, loss of profits, non-property damages, business interruptions, loss of information and data, etc. is excluded.
- 21 The contracting parties are always responsible for the damage caused by intention or gross negligence.

22 Customer reference

By entering into contract with venITure d.o.o. the contractual partner agrees and authorises venITure d.o.o. to publicly address him as a user of its services and/or a client and/or a customer, including the right to mention his company with a logo for marketing purposes on his web sites.

Other

- 23 If any provision of the General Terms and Conditions becomes illegal, invalid or unenforceable in any respect under the applicable law, this will not affect the legality, validity or enforceability of the other provisions of the General Terms whatsoever. Instead of a void provision, the contracting parties undertake to apply the provision that is closest to the agreed purpose of the original provision for their contractual relationship, in accordance with the legal regulations.
- 24 All disputes that might arise between the contracting parties will be resolved at the

- competent court in Zagreb, Republic of Croatia.
- 25 The legal regulations of the Republic of Croatia will be applied to the rights and obligations of the contracting parties which are not regulated by these General terms and conditions, while the application of the commercial customs, UN convention on the contracts for the international sale of goods (CISG) and regulations on the resolution of the conflict of laws are excluded.