

1. General Terms and Conditions / Scope

1.1 All legal transactions between the Principal and Tallconsult Ltd. (Service Consultant) shall be subject to these General Terms and Conditions exclusively.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Principal shall be invalid unless they have been explicitly accepted in writing by Tallconsult Ltd.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of Consulting Assignments / Representation

2.1 The scope of each particular consulting assignment shall be individually agreed by contract.

2.2 Tallconsult Ltd shall be entitled to subcontract, in whole or in part, the services for which Tallconsult Ltd. is responsible to third parties. Payment of said third parties shall be effected exclusively by Tallconsult Ltd. No contractual relationship of any kind shall exist between the Principal and said third party.

3. Principal's Obligation to Provide Information

3.1 The Principal shall ensure that during the performance of the consulting assignment, organizational conditions in the Principal's place of business allow the consulting process to proceed in a timely and undisturbed manner.

3.2 The Principal shall also inform Tallconsult Ltd. in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.

3.3 The Principal shall, in a timely manner and without special request on the part of the Agent, provide Tallconsult Ltd. with all documents necessary to fulfil and perform the consulting assignment and shall inform Tallconsult Ltd. of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.

4. Maintenance of Independence

4.1 The contacting parties shall be committed to mutual loyalty.

4.2 The contacting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for Tallconsult Ltd. and/or of any third parties employed by Tallconsult Ltd. is not jeopardized.

5. Reporting / Obligation to Report

5.1 Tallconsult Ltd. shall be obligated to report to the Principal on the progress of services performed

within separately agreed period of time.

5.2 Tallconsult Ltd. shall deliver the final report in a timely manner, i.e. depending on the type of assignment, one to three weeks after completion of the assignment.

5.3 Tallconsult Ltd. shall not be bound by directives while performing the agreed service and shall be free to act at the own discretion and under own responsibility. Tallconsult Ltd. shall not be required to work in a particular place or to keep particular working hours.

6. Protection of Intellectual Property

6.1 Tallconsult Ltd. shall retain all copyrights to any work done by Tallconsult Ltd. and/or by persons working for Tallconsult Ltd. and/or by third parties employed by Tallconsult Ltd. (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programs, performance descriptions, drafts, calculations, drawings, data media, etc.). Therefore, the Principal shall not be entitled to copy or distribute these materials without the explicit consent of Tallconsult Ltd.

6.2 Any violation of this provision by the Principal shall entitle Tallconsult Ltd. to prematurely terminate agreement and to enforce other legal claims, in particular for restraint and/or damages.

7. Warranties

7.1 Tallconsult Ltd. shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the subcontractor's work which have

become known subsequently. Tallconsult Ltd. shall immediately inform the Principal thereof.

7.2 This right of the Principal expires six months after completion of the respective service.

8. Liability / Damages

8.1 Tallconsult Ltd. shall be liable to the Principal for damages – with the exception of personal injury – only to the extent that these are the result of serious fault (intention). Correspondingly, this also applies to damages resulting from third parties employed.

8.2 If Tallconsult Ltd. performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Principal. In this case, the Principal shall primarily refer to the third party.

9. Confidentiality / Data Protection

9.1 Tallconsult Ltd. shall be obligated to maintain complete confidentiality concerning all business matters made known to Tallconsult Ltd. in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Principal.

9.2 Furthermore, Tallconsult Ltd. shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Principal's clients.

9.3 The obligation to maintain confidentiality shall persist indefinitely even after termination of the agreement – with the exception of any duty to give evidence.

10. Remuneration

10.1 After completion of the services agreed upon, Tallconsult Ltd. shall receive commission remuneration agreed upon in advance between Tallconsult Ltd. and the Principal. Tallconsult Ltd. shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work.

10.2 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to Tallconsult Ltd. by the Principal separately, upon submission of the appropriate receipts.

10.3 In the event that the work agreed upon is not completed due to reasons on the part of the Principal, or due to a premature termination of contract by Tallconsult Ltd for cause, Tallconsult Ltd. shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Principal shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that Tallconsult Ltd. did not perform by the date of termination of the agreement.

10.4 In the event that intermediate invoices are not paid, Tallconsult Ltd shall be released from commitment to provide further services. This shall not apply to any further claims resulting from

default of payment.

11. Electronic Invoicing

11.1 Tallconsult Ltd. shall be entitled to transmit invoices electronically. The Principal agrees explicitly to accept invoices transmitted electronically by Tallconsult Ltd.

12. Validity of General Terms and Conditions

12.1 Current Terms and Conditions enter in force at the moment when a written consent is agreed between The Principal and Tallconsult Ltd., this include but not limit to approval of valid quotation or official assignment of Service performance within the scope of activities and competences of Tallconsult Ltd.

13. Final Provisions

13.1 The parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.

13.2 Modifications of and amendments to these General Terms and Conditions shall be made in writing. This shall also apply to a waiver of this requirement in written form.

13.3 General Terms and Conditions are governed by the substantive law of the Republic of Bulgaria excluding the conflict-of-law rules of international private law. Place of fulfilment is the registered business establishment of Tallconsult Ltd. Jurisdiction in all disputes is the court in the place where Tallconsult Ltd. is based.