



Terms and Conditions for Software Development and Consulting Services

Welcome to the White Label Coders. By using our services, you agree to comply with and be bound by the following Terms of Use. Please review them carefully. The processes by which Client may engage White Label Coders, make a Request for the Services such as a Fixed Price Project, Hourly Project, or Hourly Prepaid Plans, the day-to-day activities are set out in these terms and conditions.

1. Estimates

The Client can ask White Label Coders for an estimate to be sent via email. Depending on how precise are the provided materials, White Label Coders will respond with a ballpark or precise estimate, typically within 2 working days of receiving the inquiry.

2. Orders

The Services shall be provided on the basis of an Order placed by Client in an e-mail, which specifies in particular:

- a) a detailed description of the nature of the Services and the acceptance criteria,
- b) the date of commencement of the provision of the Services and their completion,
- c) the place where the Services will be performed and the time frame in which the Services will be performed,
- d) the determination of whether the Services will be provided using computer hardware and software belonging to White Label Coders, or those belonging to Client,
- e) the Parties' persons responsible for supervising the implementation of the Services and the acceptance of the Services performed,
- f) the rate per hour of White Label Coders' work,
- g) other terms and conditions not previously specified.

Specific provisions covered in the Order document have the preference over the Terms & Conditions.

Client undertakes to provide the White Label Coders with all information necessary to perform the Services specified in an Order. If it is not possible to provide the Services in accordance with the needs indicated by Client, White Label Coders shall have the right to refuse an Order.





3. Approval Process

Hourly Price Projects and Hourly Prepaid Plans

White Label Coders is obliged to provide reports on the implementation of the Client's Order to the Client in a given period. White Label Coders undertakes to send the report to the representative indicated in the Order in the form of an e-mail no later than the third working day of the month following the month in which the Consulting Services were performed. The Client's representative will verify and approve the report of the implementation of the Client's Order submitted to him within 3 working days of its receipt. The report approved by the Client's representative will form the basis for an invoice. In the absence of acceptance of the Order completion report, the Client's representative will be required to indicate the reasons for which the Client has not approved the given report.

Fixed Price Projects

Receipt of the Services shall be effected by drawing up a protocol. Client has three (3) working days following the Receipt of the Services to complete acceptance tests as per Acceptance Criteria agreed in an Order. The Services shall be deemed accepted by the Client if no notice of non-conformance to the Acceptance Criteria is reported during this period. White Label Coders shall not be liable for errors and irregularities caused by the Client providing incomplete or incorrect documentation used during the implementation of projects.

4. Payment

Payment shall be made by Client within 7 days upon receipt of an invoice. In the event there is a delay in payment for more than 7 days from the due date, Client shall be liable to pay an interest of 1.5% per month for the period between payment due date and date of payment or maximum permitted by applicable law, whichever is less.

Fixed Price

Client shall pay White Label Coders for the Services in the amounts and at the time set out according to the Milestone Deliverables agreed upon an Order, or if the Order does not state the payment schedule, White Label Coders charges 50% upfront payment before commencing work, and the remaining 50% upon full project completion.

Hourly Price

The Client shall pay White Label Coders for the Services in the amounts and at the time set out according to a time and material Order, which is either Biweekly, Weekly, Monthly or When Work Done (for small tasks less than a week), according to the details agreed upon an Order. If it becomes necessary to provide the Services on days other than ordinary working days or out of the regular working hours of the White Label Coders' office (8.00 - 16.00 CEST), the following rules of rate calculation apply:

- a) for work on Saturdays - 150% of the rate
- b) for work on week-days out of the standard working hours: 150% of the rate
- c) for work on Sundays and holidays in Poland: 200% of the rate





d) unless a different way of settling remuneration for the referred to days specified in an Order is agreed.

Hourly Prepaid Plans

The Client shall pay White Label Coders for the Prepaid Hourly Plan Services up front and in the amounts set out in an Order for upfront payment, which is either Bi-weekly, Weekly, or Monthly. Unused hours from a billing period are not transferred to the next billing period.

5. Consultants

White Label Coders may use subcontractors, but shall be responsible for the actions and omissions of subcontractors as if that were the actions and omissions of its own. White Label Coders undertakes that the subcontractor who will perform the Services (hereinafter: "Consultant") has the qualifications necessary to provide them. If it is agreed that the Services will be provided outside the White Label Coders' premises, or with the Client's equipment, the Client undertakes to provide the Consultants with working conditions enabling the proper provision of the Services. In particular, to provide appropriate hardware equipment, software, and work conditions, including principles of occupational health and safety and the principles of ergonomics. The costs of potential business trips shall be covered by the Client unless a given method of settlement of these costs is specified in an Order.

6. Termination

White Label Coders has the right to terminate or withdraw from the specific Order with immediate effect and to cease the performance provided under it if a delay in payment, of any amount due, exceeds 21 days. In the case of a change in the circumstances causing that the performance of a specific Order is not in the interest of Client or White Label Coders, either Party may terminate it upon a 1-month notice to the other Party.

7. Complaints

Any complaints relating to an invoice must be submitted to White Label Coders in writing or by email to invoice@whitelabelcoders.com within four weeks upon receipt of the invoice. If no such complaint has been made within four weeks upon receipt of invoice, the invoice is deemed to be accepted. If there is a dispute between the Parties in relation to this complaint, the Parties agree to the following dispute resolution procedure:

The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them ("Initial Meeting"). If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the local law society to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

8. Intellectual Property Rights

Client shall own all right, title, and interest in and to the Deliverables. The rights, title, and interest in and to the Deliverables shall be granted to the Client only upon receipt of full payment from the Client.





To the extent that the Deliverables incorporate Consultant pre-existing intellectual property ("Consultant Pre-existing IP"), and such Consultant Pre-Existing IP are necessarily required for the proper functioning of the Deliverables, Consultant grants to Client a perpetual, non-exclusive, worldwide, transferable, royaltyfree license to use such Consultant Pre-Existing IP solely along with the Deliverables. The Parties undertake to respect the copyrights of third parties.

9. Non-Hire and Non-Solicitation

During the term of cooperation and for three years thereafter, neither Party will directly or indirectly recruit, solicit or induce any personnel, Consultant or advisor of the other Party to terminate his or her relationship with such other Party without the prior written permission of the other Party. Similarly, during the term of cooperation and for three years thereafter, neither Party will cooperate with clients of the other Party which they gained knowledge about in the course of cooperation, bypassing the other party without their written consent. If the Party violates the prohibition on recruitment or solicitation described above, the other Party has the right to demand from the infringing Party, the payment of Contractual damages of EUR 25,000.00 (twenty-five thousand 0/100) for each violation. The use of this claim does not exclude the right of the injured Party to seek further compensation if the damage arising as a result of the violation of the provisions of this Agreement by the other Party exceeds the amount of the indicated Contractual penalty.

10. Responsibility

The total responsibility of the Parties for non-performance or improper performance of an Order is limited to 100% of the maximum remuneration specified by the Order in question. The parties disclaim any indirect, special, consequential, or incidental damages or loss of revenue or business profits, however, caused, even if advised of the possibility of such damages.

11. Confidentiality of information

The Parties undertake, with the exception of the scope expressly permitted by the provisions of an Order or necessary for the performance of obligations under an Order by the Parties, in no way use or disclose to any third party any information that is a trade secret within the meaning of the Unfair Competition Preventing Act. In particular, the information on technologies and products, Clients, contractors, consultants' competence and activities, planned, organizational, financial, and legal. The Parties undertake to take all precautions to protect the confidentiality of such information to the extent that the Party applies to the protection of its information, which constitutes a trade secret, and not less than the commonly used means.

The above obligations do not apply to information which:

- a) was already publicly known at the time of its disclosure,
- b) the Party that provided the information to the other Party has agreed in writing to disclose,





c) the Party must disclose at the request of authorized public administration or courts, but only to the extent required by request. In this case, the Party must immediately inform the Party (if the law or request of the authorized body does not prohibit such information), which the disclosed information originates from or concerns.

Preservation of confidentiality of information also applies to information about the conclusion of an Order, whereby the Parties allow each other to publish commercial materials, offers, and on websites information about their cooperation in the production and maintenance of IT systems, without disclosing details of the implementation under an Order. White label Coders may disclose confidential information to the Consultants provided that White Label Coders has obliged them to keep that information confidential, at least to the same extent as set out in an Order.

The Parties undertake to keep confidentiality within the scope specified above, during the term of cooperation, and for a period of 2 (two) years after its termination.

12. Force Majeure

Neither Party shall be liable for any failure or delay in fulfilling the terms of an Order if it's due to fire, strike, war, civil unrest, terrorist action, government regulations, the act of Nature, or other causes which are unavoidable and beyond the reasonable control of the Party claiming force majeure. This provision is not construed as relieving either Party from its obligation to pay any sum due to the other Party.

