

RISCO SERVICES CONTRACT

No. RSCC...../.....

Between:

RISCO SERVICII FINANCIARE S.R.L., legal person, which operates according to Romanian laws, having its legal headquarters in Bucharest, B-dul Pierre de Coubertin no. 3-5, Office Building, flat 5, room 5N, sector 2, registered in the Registry of Commerce under no. J40/12529/2014, fiscal code RO33741906, bank account IBAN RO44INGB0000999904585503, opened with ING Bank, legally represented by Catalin Dumitrescu as General Manager, hereforth named "**Supplier**", and

..... SRL/SA headquartered in, street, County, with fiscal code, registered in the Registry of Commerce under no, bank account IBAN open at bank, legally represented by in his position of, herewith named "**Beneficiary**", and conjunctively called "**Parties**"

Contractual Parties have commonly agreed the drafting of the present Contract, under the following conditions:

1. OBJECT OF THE CONTRACT

1.1. The Supplier commits himself, for a price paid by the Beneficiary, to make available to the Beneficiary a certain number of account units, hereforth called „RisCo Credits”, through which the Beneficiary will be able to use legal persons’ valuation services, as available and delivered through the website <https://www.risco.ro/en>.

1.2. RisCo Credits are available for 12 months from the date of acquisition. The number of Credits is decreased (used) with the value of the services accessed and used by the Beneficiary. At the date of expiry of the 12 months period, the system automatically deletes the Credits remained unused.

1.3. The Beneficiary can request reimbursement of the amounts paid for the purchase of the RisCo Credits for 14 (fourteen) days from their acquisition, in case the Beneficiary did not use any of the Credits purchased. After the expiry of the 14 days, the Supplier will not reimburse any amount, in full or in part, and the RisCo Credits remain at the disposal of the Beneficiary for the entire period of 12 months.

2. DURATION OF THE CONTRACT

2.1 The contract is valid for 12 months from its signing date by both parties and it is automatically extended for another 12 months, if neither party requested its termination, under art. 6 of this Contract.

3. PRICE AND PAYMENT METHOD

3.1. The price of a RisCo Credit is 1 Ron, plus VAT as appropriate (1 RisCo Credit = 1 Ron + VAT). The prices of Credit packages are listed on the website www.risco.ro/en at web address <https://www.risco.ro/en/abonamente>, and VAT should be added to the listed prices depending on country.

3.2. Payment for RisCo Credits is done in advance, based on the fiscal invoice issued by the Supplier, in the account of the Supplier no. RO44INGB0000999904585503 for Ron or RO69INGB0000999904842006 for Euro, open with ING Bank.

3.3. Issuance of the fiscal invoices for the services supplied and for the RisCo Credits is only made in electronic format. According with the Law no 227/2015 Art 319, alin. 4 and 24, users of the website www.risco.ro and the beneficiaries of all services, as provided by Risco Servicii Financiare SRL, expressly accept that fiscal invoices should be issued only in electronic format, and their transmission should only be done by email, to the address used for the opening of the user account. Invoices uncontested within 5 (five) days from the date of issuance are considered accepted for payment by the Beneficiary.

3.4. RisCo is entitled to suspend the supply of services, in case the Beneficiary is late in payment of the invoice(s) by more than 10 days from their maturity date. Suspension of services is done automatically and the user is notified regarding its occurrence.

4. SUPPLIER'S OBLIGATIONS AND DUTIES

4.1. The Supplier commits itself to make available to the Beneficiary access to the RisCo system, based on user and password, through the Client Account.

4.2. The Supplier will supply the Beneficiary’s Client Account with the suitable RisCo Credits, according to the payments made by the Beneficiary.

5. BENEFICIARY'S OBLIGATIONS AND DUTIES

5.1. The Beneficiary has the obligation to pay in full the price of the RisCo Credits supplied at its request.

5.2. The Beneficiary binds itself to observe the Terms and Conditions of use of the website www.risco.ro/en as they are displayed at the web address <https://www.risco.ro/en/termeni-si-conditii-risco>.

6. TERMINATION OF THE CONTRACT

6.1. Any of the parties can terminate the present Contract through a written notification, submitted to the other party. In such a case, the termination will enter into force after 10 calendar days from its receipt. In case of unilateral termination of the contract by the Beneficiary, the Supplier will not reimburse the value of the unused RisCo Credits.

6.2. The present Contract terminates in full rights, without any proceeding procedure, and without the intervention of any legal or arbitration body, in the following instances:

- By the expressly formulated acceptance, in written form, of both Parties;
- By unilateral termination under the conditions of art. 6.1;
- Following a conclusive and irrevocable judicial decision, which makes it impossible to execute the object of the Contract;
- In case of force majeure.

7. ASSIGNMENT OF THE CONTRACT

7.1. Neither of the Parties cannot transfer, in full or in part, the obligations and/or the rights assumed through the present Contract, without previously obtaining the written consent of the other Party. The assignment will not exonerate the assigning part from any responsibility or obligation, as assumed through the present Contract.

8. GENERAL PROVISIONS

8.1. This Contract will be governed by the laws of Romania, and Parties agree and consent the jurisdiction of the judiciary courts of Bucharest in all matters concerning this Contract.

The present Contract has been agreed today, the date of its signing, in 2 (two) original copies, one for each signing Parties.

Supplier

Name:

Signature

Beneficiary

Name:

Signature