

Country Schedule – Romania

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

Law and jurisdiction governing Contract – *The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the law of Romania.*

By signing the Agreement, each party, through its legal representative, declares that it has discussed, it properly understands and, pursuant to the provisions of art. 1203 of the Romanian Civil Code, expressly accepts all the provisions of the Agreement and therefore concludes it for the purposes of acquiring the rights and obligations prescribed thereby, which are considered equitable and which represent the will of each Party.

3. Other Adjustments Required by Local Law

- 3.1. **Intellectual Property** – *In accordance with the Romanian Law No. 8/1996 on copyright and neighboring rights, upon full payment, Vialto will assign to Client, subject to the other terms of the Agreement, the copyright in Deliverables prepared under the Agreement. Vialto will own all right, title and interest in Vialto Materials (including all intellectual property rights therein). Client will have a non-exclusive, non-transferable license to use Vialto Materials, only to the extent the Vialto Materials are included in such Deliverables and only for its internal purposes. Vialto shall own all right, title and interest, including all intellectual property rights, in aggregated or anonymized data sets created by or on behalf of Vialto using Client data provided that such data has been aggregated or otherwise anonymized to the point where it could not reasonably be further processed to re-identify Client data.*
- 3.2. **Limitation of Liability** - *Vialto's total liability (including interest) for all Claims relating to the Services or the Agreement is limited to the lesser of the amount of the Client's actual damages or one times the fees payable for the Services giving rise to the Claim.*
- 3.3. **Data Protection - Permitted processing** – *In addition to the purposes of the Agreement, and the DPA, Vialto may also process personal data for the purposes of any of: (i) developing its business and services, (ii) providing information about itself and its range of services.*
- 3.4. **Money laundering** – *Vialto is subject to Romanian applicable laws and regulations on anti-money laundering (“AML Legislation”). In order to fulfil their obligations under the AML Legislation, Vialto may ask Client to provide specific information on their identity, the identity of Client's shareholders and ultimate beneficial owner and/or other relevant information, both before the establishment of the business relationship or during the course of the business relationship. Client specifically agrees to promptly supply such information. If Vialto falls under a legal obligation to inform the Romanian anti-money laundering authorities on certain circumstances involving Client, then Vialto shall not be liable for any loss resulting out of or in connection with Vialto reporting to the Romanian anti-money laundering authorities under the AML Legislation.*
- 3.5. **Vialto's right to retain papers** – *Vialto maintains the right to retain working papers, information and documentation that support advice or opinions given up to the date of Agreement termination. This right shall, subject to applicable laws, regulations and professional obligations, not exclude Vialto's obligation to return*

to Client, at Client's specific request, upon the termination of the Contract, all original and duplicate documents/files in its possession containing Confidential Information.

- 3.6. **General** – *(i) The parties expressly and irrevocably acknowledge and confirm that the Agreement is not an adhesion agreement according to the provisions of article 1175 of the Romanian Civil Code and (ii) all provisions of this Agreement are the result of the negotiation between the parties. In addition, the parties hereby expressly acknowledge and agree with all the provisions in this Agreement on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction, with a view to articles 1202 and 1203 of the Romanian Civil Code.*