Frenetic

PARTICULAR TERMS AND CONDITIONS FOR

AGREEMENT EARLY TERMINATION

1.- IDENTIFICATION

- **Company name**: SP Control Technologies, S.L. and its subsidiaries (hereinafter, "**Frenetic**")

- **Tax Identification Number**: B87193637

- **Registered Office**: C/ Espronceda 11, esc. int., 4º dcha., E-28003 Madrid (Spain).

- **Public Registry**: Registered in the Commercial Registry of Madrid, volume 33139, folio 131, section 8, sheet M 596380.

- **Telephone Number**: +34 91 529 6007

- **E-mail**: privacy@frenetic.ai

2.- OBJECT

These Particular Terms & Conditions govern early termination of Agreements between the Client and Frenetic, when this possibility is part of the Agreement.

These Particular Terms & Conditions form an integral part of the General Terms and Conditions ("**General Terms**"), that are available in the Terms & Conditions session of Frenetic website (www.frenetic.ai), and the respective Order Forms, govern Client's access and use of the services provided by Frenetic, as established in the respective order form document entered into by the Client and Frenetic that specifies at least the duration, fees and service details with regards to a contracted Service (the "**Order Form**"). The Terms & Conditions and the Order Form will be referred to as the "**Agreement**".

In case of conflict between the Order Form, the General Terms and these Particular Terms, the following prevalence order will apply: (i) the Order Form; (ii) these Particular Terms; and (iii) the General Terms.

For the purposes of the Agreement, any reference to "you", "your" or "Client", means you as Frenetic's client and any reference to "we", "us", "our" is to Frenetic. Frenetic and Client shall be jointly referred to as the "**Parties**" and any of them individually as a "**Party**".

3.- AGREEMENT EARLY TERMINATION CLAUSE

3.1 An Agreement early termination clause can be included in an Agreement when the parties mutually consider the option for the Client to terminate the Agreement before the term established in the Order Form entered by the Parties.

The early termination clause, in order to be valid, needs to contain at least:

- Term in which the Client can exercise the option for early termination, either in number of days since the beginning of the Agreement or as a fixed date

- Notification method. Frenetic only consider the following notification methods as valid:

    o Certified mail delivered to Frenetic address, as specified in the invoice or Order Form

    o Email to administracion@frenetic.ai or privacy@frenetic.ai or admin@frenetic.ai or admin.USA@frenetic.ai

- Conditions to be fulfilled for the early termination regarding the service provided by Frenetic to the Client.

3.2 The early termination of the Agreement, for whatever reason, will have the following consequences:

i) all rights and licenses of the Client under the Agreement shall terminate, unless explicitly stated otherwise in the respective Particular Terms and the Order Form;

ii) Client shall immediately return to Frenetic or destroy all Frenetic's Confidential Information (including all copies thereof) then in Client's possession, custody or control, at the specific

request of Frenetic and in the manner established by Frenetic, irrespective of the medium in which this Confidential Information is registered. Likewise, Client is obliged to certify to Frenetic that any material that it holds has been returned, deleted or destroyed in accordance with the previous provisions of this clause and, therefore, that it does not have any copies of all or part of the documentation related to it;

iii)   Client shall pay Frenetic one hundred percent (100%) of (i) all outstanding Fees and Expenses and (ii) in addition, all Fees for the remaining period from the cancellation or termination date up to the originally agreed date in which the term of the Agreement, as originally established in the Order Form, would have been deemed to be terminated, unless explicitly stated otherwise in the respective Particular Terms and the Order Form; and

iv)   Client shall have no rights to damages or indemnification of any nature related to such termination, including no rights to damages or indemnification for commercial severance pay, whether by way of loss of future revenues or profits, or other commitments in connection with the business and good will of the Client or indemnities for any termination of a business relationship.

4.- GOVERNING LAW AND JURISDICTION

The Agreement is to be governed by, construed and enforced according to the common laws of Spain, except for its conflicts of laws principles. The Parties expressly agree that any dispute that arises from the performance or interpretation of the Agreement will be submitted to the courts of the city of Madrid, and accordingly, they waive any other forum to which they may be entitled in connection with the courts of their place of residence.