

General Terms and Conditions of Kliker web platform

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1. Introductory provisions

The Holder of these General Terms and Conditions and the use of the Kliker web platform (hereinafter referred to as the "General Terms") is the "Kliker Tehnologije d.o.o." company, Jurišićeva 3, Zagreb, which is registered with the Commercial Court of Zagreb under MBS.

Kliker is the sole property of Kliker Tehnologije d.o.o. company. You may not copy or use any part of the Kliker without the prior written permission of Kliker Tehnologije d.o.o.

In these General Terms, certain terms have the following meanings:

Provider - Kliker Tehnologije d.o.o., a web platform holder as a consultant sales agent that enables consultants to find companies / projects through the Kliker web platform.

Kliker - a web platform, its links and mobile applications to link the supply and demand of consulting services.

Consultant - a legal entity, a craftsman, or a natural person engaged in an independent business, registered on Kliker, who proposals and/or provides consulting services through Kliker.

Client - a legal entity, a craftsman, a natural person performing an independent activity or a natural person registered on the Kliker, and solicits and/or uses of a Consultant services through Kliker.

User - Consultant and/or Client accessing the Kliker and/or using the Kliker Services.

Project - a time-bound activity that results in the Client's acceptance of the Consultant's proposal, and as a result has the service rendered by the Consultant and payment by the Client.

Service - the job the Consultant must do to complete the Project.

Publication of the project - invitation of the Client to the Consultants to submit an proposal.

Application for the project - application of the Consultant expressing interest in the work on the project published by the Client on Kliker.

Initial proposal - the Consultant's indicative proposal made through the Kliker, based on the Client's request stating the price of the service, the delivery phases and the deadline for completion of each delivery phase.

Delivery phase - The project can consist of several parts - delivery phase. Each delivery phase has its own deadline as defined in the Initial proposal and the proposal.

Proposal - proposal of the Consultant in electronic form for the conclusion of the Contract addressed to the Client, which contains all the essential components of the Contract.

Representation Agreement - a contract between the Provider and the Consultants by which the Provider undertakes to constantly ensure that the Consultants connect with the Clients through the Kliker so that they can conclude the Service Contracts and to mediate between the Users solely in this respect.

Service Agreement - the contractual relationship between the Consultant and the Client for the provision of services concluded on the basis of the Consultant's proposal and

accepted by the Client via Kliker. The Consultant and Client conclude the Service Contract directly.

Deadlines - Deadlines are counted on calendar days and include working and non-working days, holidays and public holidays, with the deadline ending on the next day if the last day of the deadline falls on a non-working day or holiday. Non-working days are Saturday and Sunday.

These General Terms and Conditions apply to all users and content on the Kliker.

By accepting the General Terms and Conditions, users access the Kliker.

By accessing the Kliker, users agree to the General Terms and Conditions, and the obligation to keep track of any changes or additions to the General Terms that may occur.

By accepting the General Terms, the Users confirm their validity, and confirm explicitly and unconditionally that they are fully acquainted with the contents of the General Terms, that they have read them fully, that they understand them, that they agree with them and that they accept them.

The Provider reserves the right to update and publish the amended General Conditions if necessary. By posting new General Terms on Kliker, the same will be considered valid. Users will be notified of the changes via the Kliker or the e-mail address they provided when registering. Continued use of the Kliker after the new General Terms of Use and Use has been published implies that the User accepts the changes.

Acceptance of the General Terms and other actions, as further described in these General Terms and Conditions, which are essential for the legal validity of the contractual relations between the Provider and the Consultant and the Consultant and the Client, the Provider shall make an electronic record via the Kliker and notify the User thereof. All notices can be accessed by users through their User Profile and/or the email address they provided during registration.

The user(s) shall waive any objection in advance in the sense that the provisions of these General Terms and Conditions were not known to him or not.

In their provisions, these General Terms and Conditions adhere to the norms and spirit of the Law on Obligations, all positive legal regulations, as well as the Constitution of the Republic of Croatia and should be interpreted in this light.

Any breach of the General Conditions shall at the same time mean a breach of contractual provisions which may be the reason for termination of the contractual relationship.

The User is aware of the fact that occasionally services may be interrupted or events that are beyond the control of the Provider and accept that the Provider is not responsible for any loss of information that may occur during the transmission of information on the Internet. User agrees and acknowledges that access to Kliker may sometimes be interrupted, temporarily unavailable or disabled.

The Provider is not responsible for any damage that may in any way arise from, or in any way related to the use of the Kliker, for any actions of the User by using or misusing the Content of the Kliker, and for any damage that may occur to the User or any to a third party in connection with the use or misuse of the Kliker Content.

2. Terms and Conditions of Use

2.1. Registration of users - clients and consultants

When registering on the Kliker, the user fills in the information for which he guarantees under criminal and material responsibility that they are true and is obliged to update it regularly. The approved registration may not in any way be transferred to other natural or legal persons, nor is any User authorized to apply for other legal or natural persons. Each registration application for the Consultant profile and the Client project application must be approved by the Kliker Administrator, after which the Consultant's account or project application becomes active. The Provider shall make an electronic record via the Kliker on the approved registration of the Consultant and the approved application of the Client project and notify the User thereof.

An access password is an important security factor for using Kliker. The user is obliged to keep his own password and change it as needed. The Provider is not responsible for the loss of the password or for the possession of the password by third parties. In case of a password misuse, the User must notify the Provider and the Provider will immediately take actions to terminate the access to the user profile with this password.

Data accuracy is the sole responsibility of the User. The Provider shall not be liable for or liable for the accuracy of the information entered by the user, or bears any responsibility in the event of direct or indirect damage resulting from the disclosure of false information. Once entered, the information can be updated in the user profile. By accepting the General Terms and Conditions, users expressly waive any claim for damages against the Provider, property or non-property, arising from the input of incorrect information.

The user can delete User account at any time by sending a deletion request, request is sent either via the platform or by mail at hello@kliker.co. The termination of registration does not terminate the liability of the User for the obligations assumed and/or possible injuries he has committed and/or the damage he has caused during the term of registration.

The Provider reserves the right at any time, without notice, to delete a user account that does not comply with the terms of use and/or legal regulations applicable and/or at its discretion, which it is not obliged to explain and is not responsible for any damage, direct or indirect, which would be caused by such action to any User or third parties.

2.2. A description of Kliker service process

The consultant completes his or her profile during the registration process. The Provider verifies the profile and approves the registration or requests a supplement or refuses the application. In the event that the Consultant does not complete the profile within 5 days of the invitation of the Provider to do the same for registration purposes, the Provider reserves the right to delete the Consultant's profile. Once approved, the Consultant has access to his information and published Projects that are relevant to his expertise and interests, and in accordance with the information provided by the Consultant at the time of registration.

By registering and accepting these General Terms, the Consultant enters into a contractual relationship with the Provider, ie it is considered that a Sales Representation Agreement has been signed between the Provider and the Consultant.

By accepting these General Terms, the Consultant gives irrevocable consent that the Provider may undertake to work for another Consultant in the same field and for the same type of work.

In the process of registering a Consultant, the Provider shall have the right to check all the information and expertise listed in the application from all available sources and to manage the Consultant's profile, or to correct the application, especially, but not exclusively, to change the expertise indicated by the Consultant in the registration if it does not correspond to the information provided by the Consultant indicated in his Kliker Profile or CV. The Consultant is obliged, at his own expense, to provide all necessary evidence for the competencies declared and the information given in the application. Data accuracy is the sole responsibility of the Consultant. The Provider does not answer or guarantee the accuracy of the information provided by the Consultant.

The client completes his/her profile during the registration process and can immediately or later apply for a project requiring a Consultant. The Provider processes the submitted project and informs as soon as possible its status, that is, whether the applied project has been accepted, rejected, or whether the applied project needs to be supplemented. In case the project is to be supplemented, the client is obliged to complete the project as soon as possible, not exceeding 8 days. In the event that after the expiration of 8 days the submitted project is not completed The Provider has the right to reject the project so declared. Once the submitted project has been approved by the Provider, the Provider publishes the Project on the Kliker, and the Client has access to his/her data and Projects, the interface for submitting a new project and the profiles of the Consultant who have applied for his project.

Consultants' submissions are made within 24 hours of the publication of the Project without direct communication between the Consultants and the Client. Upon the expiration of the application deadline, the Provider will, through the Kliker, provide the Client with information about the Consultants who meet the requirements of the Project and who have applied to the Project, and the Client then selects at his own choice the Consultants from whom he wishes to receive the Initial proposal. The proposal, among other things, must contain the proposal number, the name of the proposal, the date, information about the Client, the Consultant and the Provider, the deadlines, the price and the amount of the commission by

the stages of delivery, and it must be submitted via the Kliker form for the proposal. The Consultant and the Client agree on the details of the proposal through the Kliker and it is possible to change the same until agreement is reached between both parties. Based on the agreement reached in this way, the Consultant forms a binding proposal that has a validity period of 15 days, and within which time the Client is required to accept it. The Provider will make an electronic record on the acceptance of the proposal via the Kliker and inform the Users thereof.

The Provider has the discretion to refuse the Client's Project Publication and/or the Consultant's application without further explanation.

Acceptance of the proposal shall be deemed to have concluded the Service Agreement between the Consultant and the Client, according to the details and conditions of the accepted proposal. These General Terms and Conditions are an integral part of the proposal. The Provider is not responsible for the fulfillment of obligations and the exercise of rights under the Service Agreement between the Client and the Consultant and is not a contractual party in this contractual relationship, nor does it conclude a Service Agreement on behalf of the Consultant. The Settlement of any dispute under the Service Agreement is resolved by the Customers independently and separately from the Provider.

In the event that during the Project there is a change in the provisions of the Contract in the services concluded between the Consultant and the Client, or if the Customers conclude an Addendum to the Services Agreement, they should notify the Provider thereof by Kliker or in another acceptable way. Changes to the Service Agreement do not affect the agreed amount of commission from the Sales representation agreement for a particular Project, unless the amount of the commission is higher than the agreed amount, because there has been an increase in the price of the service that the Consultant supplies to the Client. In this case, the Provider is entitled to a commission in the agreed percentage of the newly agreed service price.

The fulfillment of the obligations under the Service Agreement may be divided into several stages of delivery, each of which has a specified deadline, as specified in the proposal.

Acceptance of delivery

When the Consultant delivers the agreed work within the deadline, the Client is obliged to immediately review the delivered work, and any defects found without delay, and within 8 days to notify the Consultant in writing via the Kliker. If the Client at the invitation of the consultant to review and receive the work performed fails to do so, with the call being the delivery of work to the Client, the work shall be deemed to have been received. The Provider shall prepare an electronic record via the Kliker and inform the Users about the receipt of the delivery and the approval and/or objections to the delivered work. A client who has duly informed the Consultant that the work performed has a defect may require him to rectify the deficiency and set an appropriate deadline for it.

Rejection of delivery

In the event that the delivered work has defects which the Client has informed the Consultant in accordance with the provisions of these General Terms and the Consultant does not remedy the defect within the given deadline, the Client may, at his choice, eliminate the defect on the behalf of the Consultants, reduce the fee or terminate the contract. When it comes to a slight downside the client cannot use the right of termination.

If the Client terminates the Contract, the Provider shall, within 30 days from the termination of the Contract, return all paid funds for that delivery to the Client's account and inform the Consultant thereof. In case of reduction of compensation due to identified deficiencies, the Provider shall return the difference between the agreed fee and the reduced fee within 30 days from the Client's statement that he will use the right of reduction of the fee to the client's account, and transfer the remaining amount to the Consultant's account, with the full amount of the Provider's commission. In the event that the Client removes defects from on the Consultant's account by himself, which has not been removed by the Consultant within the given deadline, the Provider shall, in accordance with the Client's statement of the expenses incurred in order to eliminate deficiencies within 30 days, return to the Client's account the amount equal to the costs of elimination of deficiencies, and shall pay the remaining amount Consultant less the full amount of the Provider's commission. Termination of the contract, reduction of fees or elimination of defects at the Consultant's expense is the sole responsibility of the Client and depends solely on the Client's decision, all in accordance with the provisions of the Services Agreement concluded between the Consultant and the Client, and the Provider is in no way responsible for the Client's approval of delivery and/or termination of the contract, reduction of compensation, or other highlighting of the deficiency.

The Provider's liability only relates to the liability arising from the Sales representation agreement entered into with the Consultant and to the liability for the commitments set out in these General Conditions. The disputed relations arising from the Service Agreement are settled by the Consultant and the Client. The Provider discharges liability for anything not covered by the obligation of the Sales Representative from the Sales representation agreement concluded with the Consultant and these General Terms and Conditions.

The Provider is not responsible for any damages that may arise from the Service Agreement between the User and/or in any way may arise from the User or any third party, from the Service Agreement.

If the Provider suspects that the Users are attempting to start or complete the Project off-platform at any time since the Project Release, in order to avoid paying the commission to the Provider, the Provider shall have the right to delete the user profile and permanently prohibit future registration.

Throughout the process, the Provider provides customer support to the Users, which includes support through Kliker Registration process, support for project definition, support for proposal preparation, support for communication between Consultant and Client,

support for project implementation through Kliker from project creation to payment, and other as needed.

Throughout the process, the Provider does not provide consulting services directly, but allows the Client and the Consultant to merge and negotiate as a Consultant's trading agent and provide customer support through the Kliker.

2.3. Consultants

By registering on the Kliker and accepting the General Terms, the Consultant and the Provider enter into a contractual relationship under the Sales representation agreement. The Consultant orders the Provider to represent him and to enable him to negotiate with the third parties through the Kliker in such a way that the Provider profile of the Consultant is made available to Clients who publish the project on the Kliker, and which project corresponds to his expertise and his interests in accordance with the information he entered at registration, that The Consultant submits an Initial proposal via Kliker, to negotiate through Kliker with a view to eventually submitting a binding proposal, all with a view to conclude a Service Agreement.

The Provider, through the Kliker, enables the Consultant to form and produce the Initial proposal and the proposals that are sent to the Client. The responsibility for the truthfulness of the information in the Initial proposal and the proposal is solely with the Consultant and the Provider will not be liable for any damages resulting from the false information.

The Provider is not authorized, nor does he undertake to enter into any Service Contracts and/or other agreements with Clients on behalf of and on behalf of the Principal.

Acting as previously stated in clause [2.3 of these General Terms, the Consultants](#) shall be deemed to have informed the Consultant Provider of:

- the state of the market, especially, but not exclusively, that which is significant for each individual business;
- the fulfillment of their contractual obligations;
- about Clients who are ready to negotiate with the Consultant and conclude a Service Agreement with him.

Acting as stated in point [2.3 above. of these General Terms, the Consultants](#) shall be deemed to have acted on the Provider's instructions.

For each Service Agreement entered into by Kliker, the Provider shall be entitled to a commission payable in the amount and in the manner described in point [2.5. of these General Terms, Payment to the Consultant, and Provider's Fee.](#)

The Consultant authorizes the Provider to receive the fulfillment of the Consultant's claim into his bank account. The Consultant agrees that the Provider, before forwarding the payment received to the Consultant, reduces the amount by the agreed amount of the commission.

The Consultant agrees that the Client will pay for the first delivery phase only after the expiration of 8 days from the receipt of the delivery, that the payment for the first delivery will not be made in advance, as described in item [2.5. of these General Terms, Payment to the Consultant, and Provider's Fee.](#)

The Kliker allows the Consultant to check at any time on his profile which proposals he has submitted, which of them have been accepted, and the total amount of the Providers commission for the selected period.

The consultant independently determines the price of his service. The consultant shall include in the price of his service the commission of the Provider, which will be charged upon the transfer of funds as specified in point 2.5. of these General Terms, Payment to the Consultant, and Provider's Fee. All prices are in Croatian Kuna (HRK) and/or Euro (EUR). The consultant is obliged to a proposal by the rules of the profession and customs in the performance of the service, and use all his professional and technical knowledge and experience. The Consultant is fully responsible for the quality of the service provided and the fulfillment of its obligations to the Client. The consultant is obliged to properly perform the contracted tasks and activities of the work and to deliver deliveries on time.

[2.4. Clients](#)

The Provider, through the Kliker, enables the Client to form and publish the Project for which he seeks consultants. The responsibility for the truthfulness of the information in the Project Announcement lies solely with the Client and the Provider will not be liable for any damages resulting from the published information. The Client agrees to pay for the Consultants' services in the manner and within the time limits specified in these General Conditions in item [2.5. Payment to the Consultant and commission of the Provider.](#) The Client shall provide to the Consultant, that is, ensure that all necessary information, data and documents are required for the provision of the service and delivery by the Consultant.

[2.5. Payment to the Consultant and commission of the Provider](#)

Payment shall be made according to the delivery phases defined in the accepted proposal to the Provider's bank account IBAN HR4523600001102720586 opened with Zagrebačka banka d.d., on the basis of an invoice issued by the Provider on behalf and for the Consultant's invoice, and exceptionally, if the Consultant and the Provider so agree, directly to the Consultant's account . The Provider shall report on the commission the amount of his commission in accordance with the accepted proposal. The Consultant shall include in his proposal a commission from the Provider.

For each Service Agreement entered into by Kliker, the Provider shall be entitled to a commission of 15% of the value of each delivery phase.

The Provider may, at the discretion of the Project, change the amount of commission (reduction or increase) for a particular group of Consultants, taking into account the value of the project.

The client pays the first phase after the accepted delivery, while all other phases are paid in advance by making a down payment to the account of the Provider.

The first phase invoice is issued upon acceptance of the First phase delivery. Upon acceptance of the first delivery, the Provider, in addition to the invoice for the first phase, issues to the Client an advance payment invoice for the second phase, and the Client is obliged to pay the advance payment invoice to the account of the Provider. The Client is obliged to pay both invoices to the specified account of the Provider within 8 days of receipt of the invoice. The Provider shall keep the amount of the advance for the second and all subsequent phases in the account until acceptance of the delivery by the Client.

Only upon acceptance of the delivery will the Provider pay the funds into the Consultant's account, minus the agreed commission. The Provider issues an invoice to the Consultant. The Provider will notify the Consultant of the down payment for the second and each subsequent phase so that the Consultant will start work on the next phase.

The Provider shall be entitled to a commission for all Contracts concluded between the Consultant and the Client since the publication of the Project on the Kliker web platform, or for all the work that the Consultants enter into with Clients through representation of the Provider and connection through the Kliker in accordance with the provisions of the Civil Obligations Act.

The service of the Provider shall be deemed to have been performed:

- The day of acceptance of the proposal if the project has no more stages;
- The day of acceptance of the proposal in accordance with the stages specified in the proposal, so the service is considered as the day of delivery of each of the stages as specified in the proposal;
- On the day of termination of the contract concluded between the Client and the Consultant.

The first stage of delivery The Client pays by paying the agreed price to the account of the Provider within 8 days from the day of completion of the first phase, or within 8 days from the day of accepting the proposal if the Contract will not be fulfilled in several stages. The Provider shall deduct from the amount received the amount of the agreed commission, which he retains for himself, and forward the remaining part of the amount to the Consultant within 8 days from the day of receipt of the amount into his giro account.

For each subsequent delivery phase, the Client is obliged to first make a payment to the Kliker account. After the Provider confirms through payment the payment of the agreed amount, plus the agreed commission, and informs the Consultant thereof, the Consultant will start fulfilling the second and every subsequent phase according to the deadline in the proposal.

Upon delivery of the second and each subsequent phase, and after the expiration of the deficiency deadlines, the Provider shall forward the amount less the Provider's fee to the Consultant's account within a further 8 days.

In case the payment is made directly by the Client to the Consultant's account, the Consultant is obliged to pay the agreed amount of commission based on the Provider's account within 8 days from the day of performance of the service by the Provider.

Accordingly, the Client and the Consultant cannot conclude Contracts outside the Kliker in order to avoid paying the commission to the Provider. The same shall be considered a breach of the Consultation Agreement between the Consultant and the Provider, which has been concluded by the Consultant's acceptance of these General Terms when registering with the Kliker.

If the Client and the Consultant enter into Contracts outside the Kliker in order to avoid payment of commission to the Provider, the Provider shall be entitled to a commission in accordance with the Representation Agreement and to any other damages, both from the Consultant and from the Client.

In this regard, at the request of the Provider, the Consultant is obliged, at his own expense, to provide him with an excerpt from his books relating to the business that entitles the Provider to commission, and to inform him of all circumstances affecting the commission.

If the Consultant rejects the Provider's request to submit an excerpt from his financial records, or if the Provider doubts the accuracy of the Excerpt from the Consultant's books or suspects the notice given to him by the Principal, he is authorized to request that the Certified Auditor review the Consultant's books regarding the information on which it depends commission, and to supply this information to him.

In the event that the Client or / and the Consultant withdraws from the Contract or terminates the concluded Contract prior to the beginning of its implementation, the party that declared the termination or canceled the concluded Contract shall be obliged to pay the Provider a fixed amount of 4% of the contracted work value.

2.6. Grading

To improve the Kliker experience, Users agree to evaluate their business experience upon completion of the Service Agreement and to comment on the other counterparty via Kliker. Ratings will be visible on User profiles.

All ratings and comments must be given solely on the basis of business cooperation and experience with the User through Kliker and in good faith. Kliker hereby invites Users to rate and comment in accordance with the rules of decent business communication. Inappropriate and offensive comments that are determined as such at the discretion of the Provider are not permitted and the Provider has the right to remove and/or edit any such comment.

Privacy Policy is an integral part of these General Terms and Conditions.

The competent court in Zagreb shall have jurisdiction over the interpretation and disputes relating to these General Terms and Conditions.

Anything not specifically provided for in these General Terms and Conditions shall be subject to the provisions of the laws and regulations in force.

3. Final Provisions

Should any particular provision or provisions of these General Terms and Conditions prove to be null, void, inapplicable or otherwise impracticable in terms of positive legal regulations, case law and company morality, and the General Conditions may exist without such provision, that provision shall not apply, and the remaining text of these General Terms will continue to apply without these provisions.