

CONSULTING CONTRACT

No. 485 / 19.02.2025

Chapter I. Contracting parties

Art. 1. Between

RADIX CONSULT SRL, residing in Romania, Bucharest, Str. Sold. Ionescu Florea nr. 5, bl. 2, ap. 20, Sect. 4, tel. +40-21-3322024, fax. +40-21-3322443, registered under the number J40 / 9575 / 2000 at the National Authority for Trade, CIF: RO 13460973, IBAN account no. RO41 BRDE 441S V910 8473 4410, Bank: BRD Vacaresti, SWIFT: BRDEROBU, represented by Mr. Liviu Minciuna, CEO, hereinafter referred to as CONSULTANT.

and

EFACTE Oyj, residing in Finland, Säterinkatu 6 02600 Espoo, tel. 0925350400, business ID: 1509667-4, registered at Trade Register, FI-00091 PRH, FINLAND, represented by Mr. Marc Breitfeld, hereinafter referred to as CLIENT,

was concluded the following contract:

Chapter II. Object of the contract

Art. 2. The object of the contract is providing the CLIENT by the CONSULTANT with:

- a. Initial consulting services for the Integrated Quality - Information Security Management System according to ISO 9001:2015 and ISO 27001:2022 requirements.
- b. Annual support (maintenance) services for the Integrated Quality - Information Security Management System according to ISO 9001 and ISO 27001 requirements.
The service structure is described in the Annexes 1 and 2.

Art. 3. The contract deadlines are:

- a. For Initial consulting services: 3 months from contract signing.
- b. For annual support services: according to CLIENT's annual audit program, agreed with the Certification Body.

Chapter III. Responsibilities of the parties

Art. 4. THE CONSULTANT undertakes:

- To provide the consulting services stipulated under Art. 2 of the present contract;
- To pay penalties of 0.1% of the value of the delayed phases, for each day of delay against the time limit set with the CLIENT;
- To respect the confidentiality of the information of the CLIENT.

Art. 5. THE CLIENT undertakes;

- To pay for the services as under the stipulations in Chapter IV;
- In case of delays in payments terms, to pay penalties of 0.1% of the value of the delayed invoices, for each day of delay against the time limit as stated in Chapter IV;
- Not to deliver outside the organization: templates of the documents issued under the contract by the CONSULTANT, without the CONSULTANT's written agreement. Exception: presenting the system documents required by the Certification Body and documents classified as PUBLIC to interested parties.

Chapter IV. The value of the contract and payment terms

Art. 6. The contract price is:

- a. Initial consulting services **5.800 EUR**.
- b. Annual support services: **3.400 EUR**
The prices do not include VAT.

Art. 7. The payment is to be done in the bank account specified by the CONSULTANT and typed on the invoice.

Art. 8. The invoice shall be paid in up to 20 days from the date it was issued. The invoices are to be filled according to the surveys drafted whenever the two parties agree on the fulfillment of any stage of the contract.

Art. 9. The contract does not include the costs involved in certification or surveillance audits of the Certification Body. These are the object of a different contract stated between the CLIENT and the Certification Body.

Art. 10. The contract does not include the CONSULTANT's travel expenses to the CLIENT's residence. These are to be paid by the CLIENT if they are necessary.

Chapter V. Contingency

Art. 11. If a force majeure prevents or delays, totally or partially, the fulfillment of the contract obligations for any of the parties, the parties accept to exonerate the opposite party of his obligations but only regarding the nature of prevention and for the period the fulfillment is prevented or delayed by the force majeure.

Art. 12. The contracting party that claims the force majeure shall notify the other party by the use of e-mail, telephone, letter etc. in the term of three days about the existence and the date when it was claimed or about the circumstances that led to the force majeure.

Chapter VI. Claims

Art. 13. Any misunderstanding occurring between the contracting parties within the period covered by the contract will be amicably adjusted or when this fails the contracting parties shall address to a Romanian Legal Authority.

Chapter VII. Final provisions

Art. 14. Any modifications of the present contract to be valid only when agreed upon by both, by concluding additional documents that are part of the contract.

Art. 15. The contract is valid for 1 year after signing. After this period, it is renewed by agreement of the parties.

The above contract has been done today, _____, in 2 copies, out of which one is for the CONSULTANT and one is for the CLIENT.

CONSULTANT
RADIX CONSULT SRL

CEO
Liviu Minciuna



CLIENT
EFACTE Oyj

CFO
Marc Breitfeld



Initial consulting services:

Crt. No.	Stage	Details	Deliverables	Price (VAT not included)
1	Management system (IMS) scope and Statement of Applicability review & update	<i>Review and if needed, update of the IMS scope: organizational context, locations, assets, processes, legal requirements, interested parties and their expectations. Review and if needed update of Information security and quality policies. Review and if needed, update of Statement of Applicability.</i>	IMS scope. List of relevant legal and compliance requirements. Information security policy. Quality policy. Statement of applicability	€ 400.00
2	Risk assessment	<i>Identification of assets, information classification, owners, location. Determining the value of each asset. Identification of threats and vulnerabilities (risk scenarios). Estimation of impact and probability. Risk level calculation. Risk assessment. Identification and selection of applicable security risk controls. Calculation and approval of the residual risk. Risk mitigation plan elaboration and approval.</i>	Risk assessment methodology. Asset inventory. Risk scenarios. Risk assessment report. Risk mitigation plan.	€ 2,800.00
3	Information security continuity	<i>Review and if needed, update of the Business Continuity Plan.</i>	Business Continuity Plan	€ 1,200.00
4	Internal audit for the new office and support for corrective actions	<i>Determining the implementation results. Effectiveness. Nonconformities, corrective actions, recommendations.</i>	Internal audit plan. Internal audit report.	€ 1,400.00
	TOTAL			€ 5,800.00

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Annual support services:

Crt. No.	Stage	Details	Deliverables	Price (VAT not included)
1	Risk re-assessment	<i>Identification of assets, information classification, owners, location. Determining the value of each asset. Identification of threats and vulnerabilities (risk scenarios). Estimation of impact and probability. Risk level calculation. Risk assessment. Identification and selection of applicable security risk controls. Calculation and approval of the residual risk. Risk mitigation plan elaboration and approval.</i>	Asset inventory. Risk scenarios. Risk assessment report. Risk mitigation plan.	€ 2,200.00
2	Internal audit for the new office and support for corrective actions	<i>Determining the implementation results. Effectiveness. Nonconformities, corrective actions, recommendations.</i>	Internal audit plan. Internal audit report.	€ 1,200.00
TOTAL ANNUAL COST				€ 3,400.00

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