

AGREEMENT FOR DESIGN SERVICES

FOR [•]

(hereinafter the “**Agreement**”)

by and between:

Brembo Poland Manufacturing sp. z o.o. with its registered office in Częstochowa 42-200, Uld. Dekabrystów 67, entered in the Register of Entrepreneurs of the National Court Register No. 0001001147, represented by [•], hereinafter referred to as “**Brembo**”;

and

[•], with its registered offices in [•], registration number [•], represented by [•], hereinafter also referred to as the “**Designer**”.

Brembo and the Designer hereinafter collectively referred to as “**Parties**”.

WHEREAS:

- (A) Brembo desires to engage the Designer to render certain Services in order to develop the Project on the Site.
- (B) Brembo intends to appoint a professional design and engineering practice for the purposes of preparing a full scope, multidisciplinary design for the Project, including co-ordination between particular design scopes, fields and disciplines as well as obtaining necessary permits, waivers, opinions, approvals and other design related documents that are necessary for the realization of the Project in line with the Applicable Regulations and the Technical Requirements.
- (C) The Designer represents that it is duly qualified, ready, willing and able to provide the Services, as defined below, by virtue of its education, training and experience.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. SCHEDULES AND DEFINITIONS

1.1. The schedules listed in this clause (hereinafter the “**Schedules**”) constitute an integral part of this Agreement and shall be of the essence thereof:

- 1.1.1. Annex 1 - Site layout;
- 1.1.2. Annex 2 - Technical Requirements;
- 1.1.3. Annex 3 - Brembo Basic Work Conditions;
- 1.1.4. Annex 4 – Detailed Scope of Services;
- 1.1.5. Annex 5 - Time Schedule.

1.2. The following terms shall have the meanings attributed to them below:

Applicable Regulations	means all applicable provisions of Polish law as well as the building and technical regulations (<i>przepisy techniczno-budowlane</i>), including in particular the Construction Law, the BIOZ Regulation, the Building Objects Regulation, the Design Regulation, the Execution Design Regulation.
BIOZ Regulation	means the Polish Regulation issued by the Minister of Infrastructure on safety and health protection information and safety and health protection plan (<i>Rozporządzenie w sprawie informacji dotyczącej bezpieczeństwa i ochrony zdrowia oraz planu bezpieczeństwa i ochrony zdrowia</i>) dated 23 June 2003, as amended.
Building Regulation	Objects means the Polish Regulation issued by the Minister of Infrastructure on particular technical conditions of the buildings and their location (<i>Rozporządzenie w sprawie warunków technicznych, jakim powinny odpowiadać budynki i ich usytuowanie</i>) dated 12 April 2002, as amended.
Building Permit	means a final and binding decision to be issued approving the building design of the Project and allowing for execution of the entire Project.
Commercial Code	Companies means Polish Act – Commercial Companies Code (Kodeks spółek handlowych) dated 15 September 2000, as amended.
Commissioning Services	means services that checks and documents the design, installation and, testing of the Project systems according to the Technical Requirements.
Confidential Information	means any type of information, data, concept that has an inherently confidential nature, or is expressly described as confidential information by the other Party, including, for example, commercial, organizational, financial, administrative information, procedures or know-how, including but not limited to the Technical Information. The existence of the Project and the execution of this

Agreement are expressly considered Confidential Information.

Consideration	has the meaning ascribed to it in Clause 7.1
Construction Law	means the Polish Construction Law (<i>prawo budowlane</i>) dated 7 July 1994, as amended.
Contractor	means the general contractor and/or any other contractor appointed by Brembo with respect to execution of the Project.
Copyrights	means any and all copyrights referred to in Clause 13.
Creations	has the meaning ascribed to in Clause 13.1.
Defects	means i) flaws and/or ii) irregularities and/or iii) shortcomings and/or iv) deficiencies of the Services, which result from breach of this Agreement, the state of art rules and/or the Applicable Regulations and/or the Technical Requirements and reduce the use, technical and/or aesthetic value (<i>wartość użytkowa, techniczna lub estetyczna</i>) of the Project.
Design Regulation	means the Polish Regulation issued by the Minister of Development on detailed scope and form of the building design (<i>Rozporządzenie w sprawie szczegółowego zakresu i formy projektu budowlanego</i>) dated 11 September 2020, as amended.
Designer's Supervision	means the author's supervision (<i>nadzór autorski</i>) pursuant to the Construction Law and Annex 4 [<i>Scope of Services</i>].
Documents	means all the research, studies, report technical-descriptive, metric calculation, drawings of plants, functional diagrams, prepared, drafted and any other document prepared by Designer performing the Services.
Environmental Permit	means a final and binding decision to be issued, specifying environmental conditions of the Project.
Execution	Design means the Polish Regulation issued by the Minister of

Regulation	Infrastructure on detailed scope and form of the design documentation, technical specifications of execution and acceptance of construction Services and the client brief (<i>Rozporządzenie w sprawie szczegółowego zakresu i formy dokumentacji projektowej, specyfikacji technicznych wykonania i odbioru robót budowlanych oraz programu funkcjonalno użytkowego</i>) dated 2 September 2004, as amended.
Governmental Entity	means state, local authority or administrative entities (<i>organy władzy i administracji państwowej lub samorządowej</i>), courts, local authority appeal bodies (<i>samorządowe kolegia odwoławcze</i>) and state agencies.
Master Plan	means master plan for the area of “[•]”, adopted under resolution no. [•] of the [•] dated [•].
Milestones	means each of the stages of the Services specified in Annex 5 [<i>Time Schedule</i>].
Occupancy Permit	means a final and binding, unconditional decision to be issued by the county construction supervision inspector (<i>Powiatowy Inspektor Nadzoru Budowlanego</i>), allowing for occupancy and use of the entire Project.
Person	means any individual, partnership, limited liability company, joint stock company, Governmental Entity and any other legal entity.
Project	means development of [•] on the Site.
Services	means all the activities that the Designer will perform according to the terms and conditions set forth in this Agreement and listed in Clause 2.1 below.
Site	means [•] marked on the map enclosed as Annex 1 [<i>Site layout</i>].
Technical Requirements	means the specifications and the requirements the Project must comply with in order to satisfy Brembo production needs as described in detail in Annex 2 [<i>Technical Requirements</i>].

- 1.3. In event of conflicts between the Agreement and Schedules, the former shall prevail.
2. **SERVICES**
 - 2.1. Brembo hereby commissions the provision of, and the Designer agrees to provide to Brembo, the complete scope of design and Commissioning Services pertaining to the Project and shall prepare all Services comprising a full scope, multidisciplinary design for the Project, as described in detail in Annex 4 [*Scope of Services*] (the "**Services**").
 - 2.2. The Services shall be performed in accordance with the Applicable Regulations and Technical Requirements and the highest degree of care, skill and diligence, and in compliance with the highest standard and most recent 'state of the art'.
 - 2.3. The Designer shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents (in particular the concept design, the building design and the execution design), and shall expressly warrant that the Documents shall fit and be sufficient for the purposes expressed by, or reasonably inferred from, the Technical Requirements and any other communication and/or information received from Brembo.
 - 2.4. Failure to provide major deliverables, including, but not limited to, Documents identified in the Technical Requirements, shall constitute a material breach of this Agreement.
 - 2.5. Review and approvals by Brembo of the Documents shall not relieve Designer of its responsibilities under this Agreement.
3. **PARTICULAR OBLIGATIONS OF DESIGNER**
 - 3.1. Designer agrees to carry out the Services and shall be responsible for compliance of plans, designs, calculations and documents developed by it in the performance of the Services, with:
 - (a) the Master Plan,
 - (b) Brembo's instructions,
 - (c) the Technical Requirements,
 - (d) other Applicable Regulations, including the European standards and Polish Norms,
 - (e) the rules of the state of the construction art (*zasady sztuki budowlanej*),
 - (f) the Environmental Permit (once obtained),
 - (g) any other arrangements made with Brembo and signed by the Parties during the term hereof.
 - 3.2. While performing the Services and carrying out its obligations under this Agreement, the Designer shall:

- (a) act in accordance with standards of professional diligence applicable to design of industrial / production buildings,
 - (b) act in accordance with this Agreement,
 - (c) implement energy characteristic level of the Project,
 - (d) act professionally and diligently to ensure that the Project complies with the Project budget, prepared by Brembo,
 - (e) consult and liaise with Brembo, entities appointed by Brembo for the purposes of project and/or cost management, Contractor, experts and any other consultant or advisor appointed by Brembo in respect of the Project which the Designer has been notified of.
- 3.3. The Designer has thoroughly familiarized itself with all indispensable conditions for implementing the Project, including the local conditions, the Site, the possibilities for supplying the utilities, such as water, electricity, etc. and has taken into account all such other local and ground conditions as may influence the implementation of the Project with due care and it has no objections in this regard. The Designer shall be responsible for collecting any and all other information and documents required for the Services (i.e. for the tender design, the building design and obtaining the Building Permit), which are not held by Brembo.
- 3.4. The Designer shall be responsible for obtaining all administrative authorizations, opinions and approvals on behalf of Brembo (*zatwierdzenia, uzgodnienia i opinie*) for the Services as may be necessary pursuant to the Applicable Regulations.
- 3.5. The Designer shall obtain Brembo's express prior written approval before filing any application to the Governmental Entities with respect to obtaining or amending any decisions or approvals for the purposes of developing the Project.
- 3.6. Any and all materials and/or equipment proposed by the Designer to be implemented in the Project should bear safety sign certificates (*certyfikaty na znak bezpieczeństwa*) (including fire safety certificates) and attestations (i.e. "CE" or "B" markings), they should meet the technical criteria set out in Polish Norms or a technical approval (*aprobata techniczna*), if no Polish Norm was determined for the relevant product, and should conform to other Applicable Regulations.
- 3.7. The Designer undertakes to collaborate in *bona fide* with the other professionals who may participate to the Project, especially with Contractor; notably, the Designer undertakes to attend all the meetings, in Poland or at Site, whenever it will be reasonably required by Brembo.
- 3.8. Brembo will inform the Designer about planned meetings with potential Contractor organized as part of the tendering process based on the tender and build design prepared by the Designer. At the request of Brembo, the indicated members of the Designer's

design team will participate in the above meetings. As part of their participation, these persons will answer questions from potential Contractor and explain inaccuracies in the documentation. Responses and explanations, which the team will not be able to provide at the meeting with potential Contractor, will be provided immediately, but not later than five (5) Business Days from the delivery of the relevant inquiry to the Designer. Within the above-mentioned period, the designer will also make appropriate corrections in the documentation prepared by the Designer as part of the Services.

- 3.9. Within the scope of the Designer's Supervision, the Parties agreed for one visit at the Project construction site per week and as many online meetings as necessary to provide full services by the Designer. The Designer's Supervision services shall commence upon commencement of construction Services with respect to the Project. The Designer shall participate in the meetings at the construction site of the Project upon Brembo's request submitted in advance.
- 3.10. The Designer is obliged to respond to errors and collisions indicated in the Services during the implementation of the Project and to introduce appropriate corrections. Any corrections in the course of implementation will be introduced immediately, but not later than five (5) Business Days from reporting the error or collision to the Designer.

4. **AMENDMENTS**

- 4.1. Brembo reserves for itself the right to modify the Technical Requirements at any time. The detailed description of such modifications will be presented by Brembo to the Designer in writing. All modifications of the Technical Requirements presented by Brembo to be implemented in already approved Milestones as well as requests for re-execution of already approved Milestones (or material parts thereof) based on modifications of the Technical Requirements materially affecting design principles and/or assumptions and/or Services (e.g. electric power consumption), will be reimbursed additionally.
- 4.2. Brembo may request the Designer to make additional material or immaterial changes to the building design or other elements of the Services. The detailed description of such changes will be presented by Brembo to the Designer in writing. All changes requested by Brembo to be implemented in already approved Milestones as well as requests for re-execution of already approved Milestones (or material parts thereof) and/or changes materially affecting design principles and/or assumptions (e.g. electric power consumption), will be reimbursed additionally.
- 4.3. Such changes may not be in breach of the Applicable Regulations (unless a departure from the requirements of the Building Objects Regulation is possible) or the European and Polish standards in force or the rules of the state of the construction art.
- 4.4. Brembo shall be entitled at any time to limit the scope of the Services in a written instruction delivered to the Designer. In such circumstances the Consideration shall be

decreased accordingly. Such amendment to this Agreement shall enter into force upon delivery of Brembo's written instruction to limit the scope of Services to the Designer and shall not require a written annex. In case of cancellation of already advanced part of the Services, Brembo is obligated to reimburse the Designer justified and documented costs incurred with respect to the cancelled part of the Services.

5. **TIME SCHEDULE FOR THE COMPLETION OF THE SERVICES**

- 5.1. The Designer shall complete the Services and deliver the Services to Brembo in the deadlines defined in Annex 5 [*Time Schedule*]. Each deadline corresponds to a specific Milestones (if any).
- 5.2. The Parties in Annex 5 [*Time Schedule*] assume that the applicable permits, approvals, consents and opinions will be issued within statutory deadlines. Annex 5 [*Time Schedule*] shall be adjusted in case the applicable permits, approvals, relaxations, consents and opinions are not issued by the relevant Persons for reasons not attributable to the Designer. This applies also to changes to Applicable Regulations affecting the Project.
- 5.3. The Parties shall develop and agree a more detail design time schedule that shall identify individual tasks to be completed in order to meet the deadlines and the sequence of events presented in Annex 5 [*Time Schedule*]. Such detail time schedule shall be updated when required.

6. **SERVICES DOCUMENTS PENALTIES**

- 6.1. Save for any other remedy or action provided by this Agreement or by the law, in the event of delay to each of the deadlines listed in previous Clause 5.1., the Designer shall pay the penalties in an amount equal to 0.3% of the relevant consideration for each Milestone (if any) as specified in Annex 5 [*Time Schedule*] , for each day of delay up to a maximum of 10.0% of such relevant consideration.
- 6.2. Brembo shall be entitled to demand payment of contractual penalty by the Designer if this Agreement is rescinded for reasons attributable to the Designer - in the amount of 10% of Consideration.
- 6.3. In addition to any right of set-off provided by law, Brembo may set-off against any sums due to the Designer the penalties amount possibly owed by the Designer.

7. **CONSIDERATION, INVOICING AND PAYMENTS.**

- 7.1. The consideration for the Services is agreed in the total, gross, fixed lump sum amount of EUR [•] (the “**Consideration**”), plus VAT (if applicable).
- 7.2. In addition to any other remedy of action provided by this Agreement or by the law, the Consideration as agreed above will be reduced if the performance of the Services is lacking of the promised quality; notably:

- 7.2.1. If the Documents during the erection phase will result to be lacking of details, interference analysis or even to be incorrect, the total Consideration will be reduced of EUR [•] (equal to 5,0% of the total Consideration for the Services, as determined in Clause 7.1) if the total amount of damages exceed 3% of the Consideration.
- 7.3. Brembo shall pay the Consideration as set forth in previous Clause 7.1 according to the fulfilment of the Milestones (if any) by the Designer as specified in Annex 5 [*Time Schedule*].
- 7.4. The Designer shall issue the relevant invoices pursuant to previous Clause 5.1 and 5.2, which shall be paid by Brembo within 45 (sixty) days after the invoice date (hereinafter called “ID”) by bank transfer to the current account indicated by the Designer in the invoices.
- 7.5. The Designer shall be entitled to issue a VAT invoice upon acceptance by Brembo of the completion of a given Milestone, in accordance with the Clause 11.6.
8. **TERM**
- This Agreement shall come into force on the date of signature thereof, and shall expire permanently once the Services will be fully performed.
9. **SUSPENSION**
- 9.1. Brembo may decide to suspend the performance, in whole or in part, of the Services at any time and for any or no reason, by giving notice to the Designer; such notice it is not subject to any particular form requirement.
- 9.2. Upon receiving the suspension notice the Designer shall immediately cease the performance of the Services.
- 9.3. Should the suspension period last for more than 9 (nine) consecutive months, the Agreement shall automatically terminate and the Designer shall be entitled to receive part of the Consideration for the portion of the Services duly performed prior to the date of the suspension.
- 9.4. Designer shall be entitled to receive a day extension in respect to the terms provided by the Clause 5 for each day of suspension, save for a different written agreement between the Parties.
10. **RESCISSION**
- 10.1. Brembo may rescind this Agreement for its convenience at any time upon providing thirty (30) days written notice to the Designer. In such case, the Designer shall be entitled to receive part of the Consideration for the portion of the Services duly performed prior to the date of rescission. Payment of such compensation is the sole and exclusive remedy of the Designer for rescission of this Agreement by Brembo hereunder and the Designer

shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

- 10.2. If the Designer commits a material default in the performance or observance of any of its obligations under this Agreement, and such breach or default continues for a period of ten (10) days after delivery by Brembo of written notice reasonably detailing such breach or default, then Brembo shall have the right to rescind this Agreement, with immediate effect, by giving written notice to the Designer. In such case, the rescission is in addition to any other remedies and claims granted to Brembo by this Agreement or by the applicable law.

11. **HANDOVER AND ACCEPTANCE**

- 11.1. Upon completion of each design stage, the Services documentation shall be delivered to Brembo in three (3) sets of hard copies and as files (as pdf, Auto CAD and Revit files, if any document can be delivered as Auto CAD file, it shall be delivered as such, otherwise the file should be a scan of the original paper document or other non-editable format). CAD file shall have the latest status of the drawings.
- 11.2. The Services documentation provided by the Designer will be verified by the Designer before handing it over to Brembo and complete in terms of a given Milestone. The Designer will be obliged to immediately remove any deficiencies in the documentation provided and the provision of incomplete or incorrect documentation will be considered as the Designer's delay in the implementation of the relevant Milestone within the time limit provided for in the Agreement.
- 11.3. Any documentation delivered by the Designer shall include the Designer's statement that this documentation was prepared in accordance with the Agreement, the Applicable Regulations, the Technical Requirements norms and state of the art construction rules and is complete in the context of its intended purpose. The documentation shall also include a statement confirming completion of all inter-disciplinary approvals, signed by all designers responsible for particular disciplines.
- 11.4. Within fourteen (14) days from the receipt by Brembo of one copy of the relevant documentation prepared in the scope of a given task set forth in Annex 4 [*Scope of Services*] within the framework of a particular Milestone, Brembo shall be entitled to either accept the completion of the said Milestone or request for the same to be supplemented and/or corrected. Acceptance of the documentation or failure to lodge objections shall not affect Brembo's rights under statutory warranty for Defects and shall not be deemed as the approval of the contents of the Services or any part thereof (qualitative approval).
- 11.5. If Brembo requests to supplement and/or correct the documentation, the Designer shall carry out supplemental and/or correction works without unnecessary delay following the receipt of Brembo's request and the acceptance procedure shall be repeated with respect

to the entire scope of a given task, including supplemental and/or correction works. Where possible, the Parties will agree in writing a timeframe for the duration of the supplemental and/or correction works.

- 11.6. The documentation regarding completion of a particular Milestone will be accepted by Brembo by executing an acceptance letter or protocol.

12. **REPORTING**

- 12.1. The Designer shall provide Brembo with periodic reports on the progress of the Services in relation to the adopted schedule set forth in Annex 5 [*Time Schedule*], not less frequently than once a month. In addition, the Designer shall also minimum twice a month organize direct or via Internet (e.g. Teams or Webex) meetings with Brembo to discuss current issues and seek Brembo's input or approval with respect to the adopted design solutions and/or design parameters.

- 12.2. The Designer shall promptly notify Brembo of any and all realistic threats – identified within the scope of the Designer's knowledge - to the investment process conducted with respect to the Project and it shall not take any steps that would adversely affect the course of the investment process, unless the obligation to take the said steps results from the provisions of Applicable Regulations and/or Technical Requirements.

- 12.3. The Designer shall forthwith notify Brembo of any contradiction in the requirements provided for in the Agreement, not later than seven (7) days prior to the execution of the part of the Services which is affected by the contradiction. Brembo shall specify the requirements with respect to the part of the Services, which has been affected by the contradiction within fourteen (14) days from the date of receipt of a note from the Designer about occurrence of the contradiction. Brembo's decision shall be final. If Brembo fails to notify the Designer by the time specified above of the requirements or reasons for Brembo's failure to provide requirements, the Designer shall adjust the requirements so as to bring them into compliance with the law and otherwise keep them as close as possible to the intended requirements stipulated herein.

13. **INTELLECTUAL PROPERTY OVER TECHNICAL REQUIREMENTS AND DOCUMENTS.**

- 13.1. Brembo in return for the Consideration and upon the issuance thereof to Brembo, the Designer transfers copyrights to Brembo for all copyrightable materials (Documents) prepared by it or for the benefit of it in connection with the Services (the "**Creations**") without any time limitation, in Poland and abroad, in the following fields of exploitation:

- 13.1.1. public displaying;

- 13.1.2. recording on any carriers by means of printing, computer, photographic, digital, multi-media, graphic, audio-visual, phonographic techniques and magnetic recording and any such other techniques as may be known at the time of the assignment of rights;

- 13.1.3. reproducing on any carriers by means of printing, computer, photographic, digital, multi-media and graphic techniques regardless of the number of copies, audio-visual, phonographic techniques and magnetic recording and any such other techniques as may be known at the time of the assignment of rights;
- 13.1.4. saving to computer memory;
- 13.1.5. providing public access to the Creations, so that everyone may have access thereto in the place and at the time of their choice (such as in IT networks, including the Internet);
- 13.1.6. introducing into circulation without material, territorial (in Poland and abroad) and time limitations and regardless of the intended use;
- 13.1.7. broadcasting in a visual form by a wireless method (via terrestrial stations or via satellite) and via cable;
- 13.1.8. re-broadcasting the Creations;
- 13.1.9. providing the Creations or copies thereof for use free of charge;
- 13.1.10. renting the Creations or copies thereof;
- 13.1.11. implementing, modifying, rebuilding, developing, or redeveloping, upgrading and maintaining the Project, as well as combining it with other structures.
- 13.2. The Designer agrees and grants to Brembo an exclusive right to exercise and to permit third parties to exercise derivative copyrights (*autorskie prawa zależne*) to the Creations. The Designer acknowledges and consents to the compilation of the Creations with other creations or works which do not constitute creations in any manner, in whole or in part, and to the modification of the Creations as well as the use and disposal thereof, at Brembo's discretion, including for purposes of promotion and marketing.
- 13.3. The Designer consents to Brembo exercising and permitting third parties to exercise moral rights (*autorskie prawa osobiste*) to the Creations. In particular, the Designer acknowledges and consents to the compilation of the Creations with other creations or works which do not constitute creations in any manner, in whole or in part, and to such modification of the Creations as does not result in the creation of derivative works, at Brembo's discretion, including for purposes of promotion and marketing.
- 13.4. The Designer undertakes not to exercise moral rights to the Creations in the broadest possible scope permitted by the law. The Designer shall ensure that the assignment of copyrights shall not breach any rights of third parties, including patent rights, copyrights, rights in trademarks and other intellectual property rights.
- 13.5. Brembo shall be under no obligation to use the Creations in any of the fields of exploitation referred to above.

- 13.6. Any and all materials, including documents, studies, etc., prepared by the Designer as part of its obligations hereunder, constitute the property of Brembo. Brembo obtains the ownership of the carriers on which the Creations were recorded upon delivery thereof to Brembo.
- 13.7. Any materials, including documents, studies, data carriers delivered to the Designer for the purpose of them being used by the Designer for the purposes hereof shall remain the property of Brembo and shall be returned after the completion of the Services, in accordance with its instructions.
- 13.8. Brembo will not use the Creations for any other purpose than for which they were created (i.e. for an investment different than the Project).
- 13.9. In the case of changes made to the Creations by third parties (other than the Designer's staff, or Subcontractors) at the request of Brembo, Brembo shall hold harmless and defend the Designer against any claims that may arise in relation to such changes (i.e. claims that would not have arisen but for the changes).
- 13.10. The Designer confirms expressly that the transfer of Copyrights to the Documents completed and delivered and also not yet accepted by Brembo before this Agreement is rescinded or otherwise terminated will be effective upon the rescission or termination date.

14. **LIABILITY**

- 14.1. The Designer shall be liable to Brembo under the statutory warranty (*rekojmia*) and quality guarantee hereby to Brembo that the Services will be free of Defects.
- 14.2. The period of the Designer's liability under statutory warranty and quality guarantee shall commence on the date of acceptance of all the Services and shall expire 60 months after the Occupancy Permit is issued.
- 14.3. If in the course of execution of the Services or after the acceptance of the Services by Brembo Defects are discovered:
 - 14.3.1. if such Defects can be remedied – the Designer shall remove all Defects within the time period appropriate and justified for such Defects as set out by Brembo in consultation with the Designer. In the event that the Designer fails to remove the Defects within the above time period, Brembo shall have the right to rescind this Agreement for reasons attributable to the Designer or to engage another Person to remedy such Defects or to further develop the Services at the cost and risk of the Designer. The Parties hereby exclude application of Article 480 of the Civil Code,
 - 14.3.2. if such Defects cannot be remedied – Brembo shall be entitled to decrease the Consideration pro rata to the decrease in the usefulness of the Services and in the

event of the Services not being completed, Brembo shall have the right to rescind this Agreement for reasons attributable to the Designer.

- 14.4. In the event that the Designer does not remove the Defects within the above time period and after unsuccessfully calling on the Designer to remove them, Brembo, after notifying the Designer, is authorized to make alternative arrangements to remove these at the Designer's expense and risk without need to use a separate authorization and without the loss of rights from the quality guarantee or the statutory warranty (*rekojmia*).
- 14.5. The Designer is obliged to fully cooperate with the Contractor in the removal of Defects in the Services, including in particular the Defects identified during the tender process or the implementation of the Project. The Designer will be responsible towards Brembo for all costs related to the removal of Defects at the construction stage of the Project, including the costs of possible reconstruction, construction downtime related to waiting for the corrected documentation or supplementing the missing documentation, contractual penalties and/or other damage compensation claims that Brembo will be charged to Brembo (including penalties payable by Brembo to Contractor, users of the Project, Brembo's financing bank) for delay in the implementation of the Project resulting from such Defects.
- 14.6. Within the Designer's liability resulting from execution of this Agreement, the Designer shall indemnify Brembo against injury to an individual, injury to or death of the employees of Brembo or any other Person, and/or loss of and/or damage to any property (including the Site and the Project), incurred by Brembo or any Person, to the extent caused by the Defects or the Designer's actions or omission or that of any person engaged by the Designer.
- 14.7. Within the Designer's liability resulting from execution of this Agreement, the Designer shall indemnify Brembo against claims with respect to the Project or the Services in connection with infringement of any patent, registered design, copyright, trademark or trade name, or other intellectual property rights, however only if the claim or proceedings result from use of the Services.
- 14.8. The Designer shall indemnify, defend and hold harmless Brembo, its affiliates, customers and each other third party, and each of their shareholders, members, directors, officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, judgments, settlements, litigation and other costs, fees, charges, expenses, penalties, direct, incidental, consequential and other damages, attorneys' fees and all other losses, liabilities and obligations whatsoever arising out of or relating to personal injuries, illness or death of any person or damage to any real or personal property, alleged to have resulted, in whole or in part, from:
 - 14.8.1. the performance of the Services;

- 14.8.2. failure by the Designer to comply with the obligations and guarantees imposed by this Agreement, including confidentiality obligations under Clause 19;
- 14.8.3. any violation of the representation and warranties of previous Clause 18.1 or any other obligations provided by this Agreement;
- 14.8.4. claims by pension/welfare agencies, public agencies, consultants or the Designer or Designer's employees relating to requests for pension/welfare contributions, wages, and/or penalties;
- 14.8.5. orders issued by the competent authorities or requests made by the Designer's personnel, including those claiming recognition of a direct working relationship (contract of employment, self-employment or freelance work) with Brembo.

15. **INSURANCE**

- 15.1. During the term of this Agreement and for 5 (five) years after the completion of the contractual obligations, the Designer shall procure and maintain the insurance policies listed below at its own expense, with leading insurance companies rated on the basis of recognized ratings according to the best national and international practices:
 - 15.1.1. professional liability insurance with a minimum combined single limit of EUR 5,000,000 per occurrence for negligence acts, errors and omissions, related to the activities and services performed under this Agreement for property damage, bodily injury and financial losses, including consequential damages such as, but not limited to loss of income due to delays;
 - 15.1.2. third party liability insurance with a minimum limit of EUR 10,000,000 per claim and annual aggregate to cover loss, damage and injury to goods and persons deriving from the Designer's activity;
 - 15.1.3. employers' liability insurance with a minimum limit of EUR 5,000,000 per claim and annual aggregate, and compliance with workers compensation obligations and regulations.
- 15.2. The Designer represents and warrants that:
 - 15.2.1. the receipt by Brembo of certificates relating to policies that do not comply with the requirements set out in Clause 15 hereof, shall not exonerate the Designer from its obligation to take out the insurance cover complying with the terms of the Agreement;
 - 15.2.2. not more than ten (10) days before a policy expires, the Designer shall deliver to Brembo an insurance certificate certifying the renewal of that cover;
 - 15.2.3. the cover granted by the policies indicated in clause hereof shall not be deemed to limit the Designer's liability and obligations deriving from the present Agreement;

15.2.4. the Designer shall check and shall be responsible for ensuring that subcontractors meet the insurance Clause 15 hereof including cross liability and severability coverage extensions and shall name Brembo as additional insured, be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by Brembo or Brembo's contractors/sub-contractors and waive, together with the insurer, any right of subrogation under such insurance;

15.2.5. the insurance cover shall operate on a first-loss basis, not in addition to or as a contribution to the cover taken out by Brembo and/or its subcontractors;

15.2.6. the policies shall state that the insurers waive all right of recourse against Brembo.

16. **LABOUR**

16.1. The Designer shall comply with all the relevant labour laws applicable to the Designer's personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. Notably the Designer shall ensure full compliance with the "Brembo Basic Work Conditions" hereto attached as Annex 3 [*Brembo Basic Work Conditions*].

16.2. The Designer shall warrant that any of his employees, associate, consultant and partners that involved in the performance of this Agreement are skilled, competent and experienced in their respective trades and callings in order to perform the Services.

16.3. Brembo shall be at liberty to object to and require the Designer to remove forthwith from the Services any person employed by the Designer or by a subcontractor who, in the opinion of Brembo, misconducts himself or is incompetent or negligent in the proper performance of his duties or fails to comply with any particular provision with regard to safety or whose employment is otherwise considered by the Designer to be undesirable and such person shall not be again employed upon the Services without the written permission of the Designer. Any person so removed from the Services shall be replaced as soon as possible by a competent substitute.

16.4. The Designer shall be responsible for its personal safety and for the safety of all its employees, associates, consultants and partners throughout the entire performance of the Services, including during the visit on Site; in this respect the Designer shall abide by all local laws and Site rules governing safety.

17. **ASSIGNMENT AND SUB-CONTRACTING**

17.1. The Designer shall not assign this Agreement or any interest therein without the written consent of Brembo and any assignment shall be in a form approved by Brembo.

17.2. Brembo shall be entitled at any time - without the Designer's consent - to assign all rights and obligations hereunder to:

17.2.1. each and every owner or perpetual usufructuary of the Site; or

- 17.2.2. a financial institution lending money for the implementation of the Project.
- 17.3. The Designer shall not sub-contract the Services, without the prior written consent of Brembo and any sub-contract shall be in a form approved by Brembo.
- 17.4. The assignment and sub-contracting of any part of the Services shall not relieve the Designer from any liability or obligation under this Agreement and the Designer shall be responsible for the acts, defaults and negligence of any subcontractor or the agents, employees or workers of any sub-contractor as fully as if they were the acts, defaults or negligence of the Designer, his agents, employees or workers.

18. **REPRESENTATIONS AND WARRANTIES**

- 18.1. The Designer represents and warrants that:
 - 18.1.1. He has the necessary skills, qualifications and experience to duly perform the Services with the level of care and within the timing provided by this Agreement;
 - 18.1.2. He will abide by all the Applicable Regulations relevant for the performance of the Services;
 - 18.1.3. He carefully analysed and studied the Technical Requirements and all the other information provided by Brembo prior to the execution of this Agreement, and that such documents and information are complete and suitable to describe the scope of this Agreement;
 - 18.1.4. He is aware of the Project scope, requirements and specifications as expected and intended by Brembo, and that the Project, as will be described by the Documents will be suitable for the intended scope;
 - 18.1.5. in the performance of the Services, the rights of third parties, including but not limited to their intellectual and industrial property rights, will not be prejudiced in any way.

19. **CONFIDENTIALITY**

- 19.1. The Parties acknowledge that in the course of performance of this Agreement, Confidential Information might be disclosed to the Designer. In this respect, the Designer undertakes to use the said Information in accordance with the terms and conditions set out in this Clause 19.
- 19.2. Notably, in relation to the confidentiality obligation laid down in this clause, the Designer shall:
 - 19.2.1. use the information and data acquired solely for the performance of the obligations laid down in this Agreement;
 - 19.2.2. impose the same confidentiality and secrecy obligations on its employees, directors and executives, and also on its consultants/external contractors used to

fulfil the obligations forming the subject of this Agreement and who have a “need to know” for the execution of the Agreement;

- 19.2.3. take all other measures necessary to guarantee compliance with the said obligations by adopting the same degree of care as the Designer uses to preserve its confidential information and, in any case, not less than a reasonable degree of protection.
- 19.3. The obligations laid down in Clauses 19.1 and 19.2 hereof shall remain the Designer’s responsibility even after rescission or termination of the Agreement on any ground, for the period of 5 (five) years from the said rescission or termination, except for the following information:
- 19.3.1. information that has fallen into the public domain for reasons other than breach of the Agreement;
 - 19.3.2. information that was already lawfully in the Designer’s possession before it was disclosed;
 - 19.3.3. information that it becomes necessary to disclose by order of a judicial or administrative authority or in compliance with statutory obligations, provided that the Designer notifies Brembo of the request by the authority or compliance with the statutory obligations in advance, in sufficient time for the necessary measures to be taken to protect the need for confidentiality.
- 19.4. On rescission or termination of this Agreement on any ground, the Designer shall cease immediately the use of all the Confidential Information that has come to its knowledge and to return to Brembo all documents and/or reproductions, including those on electronic media, containing the latter’s Confidential Information.

20. NOTICES

- 20.1. A copy of all notices sent by the Designer to Brembo, including any invoices, must be sent to, in addition to any other address Brembo may communicate:

Head of Real Estate Department

Mr. Amedeo Locatelli

email: amedeo_locatelli@brembo.it

- 20.2. Any notice required to be given hereunder by either Party, to the other parties shall be in writing and shall be served by sending the same by registered or recorded delivery post or by fax to the addresses:

If to **Brembo**:

To the attention of: [•]

Address: [•]

E-mail: [•]

If to the **Designer**:

To the attention of: [•]

Address: [•]

E-mail.: [•]

or to any other address of which either Party, shall notify the other parties in writing.

20.3. With respect to the performance of this Agreement, the Parties shall be represented by:

20.3.1. for Brembo: [•].

20.3.2. for the Designer: [•]

20.4. The official languages of the Project are Polish and English. All correspondence, i.e. notes taken during the meetings, official letters sent by one Party to another, etc., official documents as understood by the Agreement provided in Polish must be at the same time provided in English. All project documentation, such as descriptions on the drawings, specifications, technical descriptions, etc. should be issued in dual language form, i.e. in both Polish and English. If any version of the project documentation is lacking this shall be deemed as the undue performance of Works by the Architect, except for documents produced by Governmental Entities or Persons.

21. COMPLIANCE

21.1. Brembo is a company member of Brembo Group. Each Brembo Group Company decided to performs its business activities in accordance with its own Code of Ethics and, in observance to the relevant principles of Corporate Governance and Compliance, has adopted an Organization, Management and Control System in accordance with the Legislative Decree n. 231 of June 8th, 2001 as subsequently amended and integrated, an Anti-Bribery Code of Conduct, a Code of Basic Working Conditions, a Sustainable Procurement Policy and a Policy on non-discrimination and diversity; those documents are available online at www.brembo.com » “Company” » “Corporate Governance” » “Codes and Policies”.

21.2. Brembo wishes to cooperate and make business only with companies who shares such ethical approach. Pursuant to the importance that for Brembo hold business ethics, social responsibility and the compliance of the legal framework in performing its business activity, the Designer commits to comply with the principles stated in the Code of Ethics and in other Codes of Conducts and Policies from time to time issued by Brembo and available on the Company’s website, and generally to transparency, fairness and loyalty principles. Notably, the Designer shall refrain from and shall develop a control system in order to prevent the commission of any action or engaging in any practice which may result in a breach of any anti-bribery or anti-corruption laws, environmental laws, labor

and labor safety laws. Moreover, the Designer shall adopt an adequate control system, in order to prevent the commission of such violations.

- 21.3. In the event that the Designer does not comply with the abovementioned principles of conduct and/or is charged with criminal offence in relation to its business activity, which shall be considered a breach of the Designer contractual obligations, and Brembo shall be entitled to interrupt with a precautionary approach and/or immediately terminate any business relationship with the counterpart.

22. MISCELLANEOUS

- 22.1. *Entire Agreement.* This Agreement supersedes all prior understandings (both in written and in oral form) between the Parties having in object the same scope as the scope of this Agreement. The Parties acknowledges that every provision contained in this Agreement is subject to express and specific negotiations between the Parties.

- 22.2. *No waiver.* No delay in exercise or non-exercise by a Party of any right, power or remedy under this Agreement shall impair, or otherwise operate as a waiver or release of, that right, power or remedy.

- 22.3. *No exclusive remedies.* All rights and remedies of the Parties, or either of them, hereunder shall be in addition to any other rights and remedies allowed under the applicable law.

- 22.4. *Severability.* No provision hereof which proves invalid, prohibited or ineffective shall invalidate or render ineffective any remaining provisions hereof. The Parties shall use their best efforts to negotiate in good faith any alternative provisions to provisions becoming invalid, prohibited or ineffective, so as to reflect the original intent of the Parties as closely as possible in an acceptable manner.

- 22.5. *Written form.* Any modification, addition or deletion to this Agreement shall be valid and effective only if agreed in writing and signed by duly authorized representatives of both Parties.

- 22.6. *English Language.* All the document required by this Agreement shall be written in the English language and shall include additional information required for co-ordination with other consultants involved in the Project.

23. APPLICABLE LAW, AMICABLE SETTLEMENT AND DISPUTES

- 23.1. This Agreement and the Parties' rights and obligations deriving therefrom shall be governed by and construed in accordance with the Polish laws without regard to its conflict of law rules.

- 23.2. If any dispute should arise between the Parties relating to or deriving from this Agreement, it may be settled at first instance in accordance with the following procedure:

- (i) when a dispute arises, one Party may request the other in writing to commence the amicable settlement procedure;

- (ii) in such a case the Parties undertake each to appoint their own representative, holding suitable powers, selected from personnel who are not directly involved in the performance or management of this Agreement and the corresponding activities; the said Parties' representatives shall meet with the aim of settling the dispute amicably, having regard above all to the primary need to maintain the continuity of the supply forming the subject of this Agreement;
- (iii) if, after making all reasonable attempts at a settlement, the said representatives are unable to settle the dispute within 30 (thirty) days of the date of the request to initiate the amicable settlement procedure, either Party may refer the dispute to the courts as stated in Clause 23.3 hereof.

23.3. If any dispute should arise relating to or deriving from this Agreement, which cannot be settled under the procedure set forth in Clause 23.2, the competent court proper for Brembo seat shall have jurisdiction.

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[•], [•]

Brembo Poland Manufacturing sp. Z o.o. [•]

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