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Clear S.r.l. Società Benefit **General Terms and Conditions of Service.**

The terms that govern our GMP and GACP audits and our quality consultancy.

CL-COM-TC-001, Rev.02, 18 October 2026

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Applies to	Every proposal, quotation and order of Clear

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Clear S.r.l. Società Benefit · Registered office Largo San Giuseppe 3, 16121 Genoa, Italy ·
Genoa Companies Register and VAT no. 02892600996 · REA GE-518436 · Share capital EUR 50,000

GENERAL TERMS AND CONDITIONS OF SERVICE

Clear S.r.l. Società Benefit, Rev.02 of 18 October 2026

1. APPLICATION AND DEFINITIONS

1.1 These General Terms and Conditions of Service (the "Terms") govern the services that Clear S.r.l. Società Benefit, with registered office at Largo San Giuseppe 3, 16121 Genoa, Italy, VAT number 02892600996 ("Clear"), provides to its customers. The customer that orders services from Clear is referred to as the "Client", and Clear and the Client are each referred to as a "Party" and together as the "Parties".

1.2 In these Terms, the following words have the meanings set out below:

(a) "Order" means a proposal, quotation or statement of work that Clear issues to the Client and that the Client accepts in accordance with Section 2.2, together with the documents attached to it;

(b) "Services" means the services described in an Order;

(c) "Deliverables" means the reports, documents and other materials that Clear delivers to the Client under an Order;

(d) "Auditee" means the organisation whose site Clear audits under an Order, which may be a supplier, contract manufacturer or other organisation that Clear audits on behalf of the Client, or the Client itself; and

(e) "Business Day" means a day other than a Saturday, a Sunday or a public holiday in Italy.

1.3 These Terms apply to the exclusion of any terms that the Client includes in, or refers to in, a purchase order, an order acknowledgement or any other document, even if Clear does not object to them.

1.4 If an Order conflicts with these Terms, the Order shall prevail. If the Parties have signed a separate agreement for the Services, including a Second-Party Audit Agreement (CL-AUD-D-002), that agreement shall prevail over these Terms, which shall continue to apply to every matter that the agreement does not address.

2. PROPOSALS, PRICE LISTS AND ORDERS

2.1 A proposal or quotation issued by Clear remains open for acceptance for the period stated in it or, if it states no period, for thirty (30) days from its date. Clear's price lists are invitations to request a proposal and do not constitute offers, and Clear may change them at any time without affecting Orders already accepted.

2.2 A proposal becomes an Order on the earliest of the following events: (a) Clear receives a copy of the proposal signed by the Client; (b) Clear receives an email from the Client that accepts the proposal and quotes its reference; (c) Clear receives a purchase order that refers to the proposal; or (d) Clear receives payment of the fees set out in the proposal. By accepting a proposal, the Client accepts these Terms.

2.3 A change to the scope, timeline or fees of an Order shall bind the Parties only when they agree it in writing, which they may do by exchange of emails. Clear shall have no obligation to perform work outside the scope of an Order until the Parties have so agreed.

3. THE SERVICES

3.1 Clear shall perform the Services with the professional skill and care of a quality and compliance consultancy in the pharmaceutical and medical cannabis sectors. Clear's obligations are obligations of means, and Clear does not undertake to achieve any particular result, including the approval of a supplier, a successful inspection or the grant of a licence or authorisation.

3.2 When Clear audits an Auditee other than the Client, Clear acts as a second-party auditor for the purpose of the Client's own supplier qualification. When the Client is the Auditee, Clear performs a first-party audit as an external auditor acting on behalf of the Client, for the purpose stated in the Order. In both cases Clear applies the principles and guidance of ISO 19011 and audits against the audit criteria stated in the Order. Clear audits on a sampling basis, and the absence of a finding in an area does not mean that the area contains no nonconformity. No Deliverable constitutes any form of certification of the Auditee or a statement of compliance addressed to an authority or to any other third party, and any qualification or approval decision remains the sole responsibility of the Client's authorised quality function or of the third party that takes it.

3.3 When Clear provides consultancy, including the design of a quality system or the services of an outsourced quality function, the Client takes every management decision, including whether and how to implement Clear's recommendations, and remains solely responsible for its operations, its products and its compliance with the laws that apply to it.

3.4 Clear does not replace competent authorities, certification bodies, accredited laboratories, Qualified Persons, Responsible Persons, lawyers, tax advisers or customs brokers, and the Services do not include legal or tax advice. Clear personnel shall not perform cultivation, manufacturing or processing operations and shall not take possession of cannabis, cannabis products or other controlled substances.

3.5 Unless the Order provides otherwise, Riccardo Longato, GMP Pharmaceutical Quality Systems Lead Auditor (CQI/IRCA), shall lead the Services. Clear may involve other qualified personnel and subcontractors in the Services and shall remain responsible for their work.

3.6 Before accepting an audit, Clear shall disclose to the Client any circumstance that could affect its independence or impartiality towards the Auditee. Clear may provide consultancy to an Auditee only under a separate engagement and after sharing with the Client a documented assessment of the conflict of interest.

4. CLIENT RESPONSIBILITIES

4.1 The Client shall provide in good time the information, documents and access that Clear reasonably requests and shall ensure that the information it provides is accurate and complete. Clear may rely on such information without independent verification.

4.2 For each audit of an Auditee other than the Client, the Client shall inform the Auditee in writing that Clear is to audit it on the Client's behalf, using Clear's Audit Notification Letter (CL-AUD-D-004) or an equivalent letter, and shall secure the cooperation of the Auditee, including access to the site, records and personnel that the audit requires.

4.3 The Client shall ensure that Clear personnel receive the safety rules of each site they visit, a site induction and the personal protective equipment that those rules require. Clear personnel shall comply with those rules while on site.

4.4 The Client represents that its activities connected with the Services and, to the best of its knowledge, those of the Auditee are lawful where they are carried out and are covered by the licences and authorisations that they require.

4.5 Clear shall not be responsible for any delay or additional work caused by a failure of the Client or of the Auditee to meet the responsibilities set out in this Section 4. Clear may charge such additional work at the rates stated in the Order and shall extend the timeline accordingly.

4.6 If the law of the country where a site is located requires a work permit, a work notification or any other authorisation for Clear personnel to perform the Services on that site, the Client shall obtain it, or shall ensure that the Auditee obtains it, before the first day on site, and shall provide Clear with evidence of it. Clear shall not start the Services on site until it has received that evidence, and Section 4.5 shall apply to any resulting delay.

5. FEES AND PAYMENT

5.1 The Client shall pay the fees stated in the Order. Unless the Order provides otherwise, the fees are in euro and exclude VAT and any other tax, which the Client shall pay in addition where applicable.

5.2 Unless the Order provides otherwise, Clear shall invoice one hundred percent (100%) of the fees upon acceptance of the Order, together with the estimated expenses under Section 6.1, and shall start the Services only after it has received payment of that invoice. For an Order with monthly fees, Clear shall invoice each monthly fee before the start of the month to which it refers, and each additional batch or additional day before performing it, and shall perform that work only after it has received payment.

5.3 The Client shall pay each invoice within fifteen (15) days of its date, and in any case before the start of the Services to which it refers, by bank transfer to the account stated in the invoice, without set-off or deduction, and shall bear the charges of its own bank and of any intermediary bank. The fees are net of any withholding or deduction. If the law requires the Client to withhold or deduct any tax from a payment, the Client shall increase the payment so that Clear receives, after the withholding or deduction, the full amount that it would have received without it, and shall provide Clear with evidence of the withholding. The Parties shall cooperate to apply any reduction available under an applicable tax treaty.

5.4 Any amount not paid when due shall bear interest from the due date at the rate provided for by Italian Legislative Decree No. 231 of 9 October 2002 on late payment in commercial transactions, and the Client shall also pay the fixed compensation for recovery costs provided for by that decree.

5.5 If an invoice remains unpaid fifteen (15) days after its due date, Clear may suspend the Services upon five (5) Business Days' written notice and may withhold the Deliverables until it receives payment in full. The timeline shall be extended by the duration of the suspension.

5.6 The fees are due whatever the outcome of an audit and whether or not the Client uses the Deliverables.

6. TRAVEL AND EXPENSES

6.1 Unless the Order provides otherwise, the Client shall bear the travel, accommodation and subsistence expenses of Clear personnel at cost, without mark-up. The Order states an estimate of those expenses, which the Client pays in advance under Section 5.2. Within thirty (30) days of completing the on-site Services, Clear shall send the Client a statement of the expenses actually incurred, with receipts, and shall invoice any amount above the estimate or refund any amount below it. The Client may instead book travel and accommodation directly, in which case the estimate excludes them. Clear shall submit each itinerary to the Client for approval before booking, and the Client may give its approval by email.

6.2 Clear shall charge each day of travel to or from the place where it performs the Services as a working day at the daily rate stated in the Order.

6.3 Visa fees, travel medical insurance and vaccinations that the travel requires are reimbursable expenses under Section 6.1.

6.4 If the Order states that Clear performs the Services during a period in which Clear personnel are already present in the country where the Services take place, Clear shall charge neither travel expenses nor travel days for those Services.

7. SCHEDULING, CANCELLATION AND RESCHEDULING

7.1 The Parties shall agree in writing, which they may do by email, the dates on which Clear performs on-site Services (the "Confirmed Dates").

7.2 If the Client cancels or postpones Confirmed Dates, Clear shall retain no part of the fees for the on-site days if Clear receives the notice more than fifteen (15) Business Days before the first Confirmed Date, fifty percent (50%) of those fees if Clear receives it between fifteen (15) and five (5) Business Days before that date, and one hundred percent (100%) of those fees if Clear receives it less than five (5) Business Days before that date. In each case Clear shall also retain the travel expenses that it has incurred and cannot recover. If the Client cancels, Clear shall refund the rest of the amounts paid for Services not yet performed within thirty (30) days of receiving the notice; if the Client postpones, Section 7.6 applies to that rest.

7.3 Section 7.2 also applies if an audit cannot take place, or stops before its completion, because the Auditee refuses or restricts access or for any other cause attributable to the Client or to the Auditee.

7.4 If the auditor suspends an audit because conditions on site endanger the health or safety of Clear personnel, the Client shall pay for the time already spent, and the Parties shall agree new dates for the remaining work.

7.5 If illness, force majeure or any other cause beyond Clear's control prevents Clear from attending Confirmed Dates, Clear shall notify the Client promptly and propose new dates at no additional fee. If the Parties have not agreed on new dates within thirty (30) days, either Party may cancel the affected Services, and Clear shall refund the fees paid for Services not yet performed.

7.6 Clear shall credit the fees already paid for postponed Services, less any amount it retains under Section 7.2, against the new dates.

8. DELIVERABLES

8.1 Clear shall deliver the Deliverables in English and in electronic format within the periods stated in the Order.

8.2 The Client may comment on a draft Deliverable within five (5) Business Days of receiving it. Clear shall correct factual errors and consider the other comments of the Client in one revision cycle, which the fees include, and shall charge any further revision cycle as additional work. A Deliverable on which the Client makes no comment within that period shall be deemed accepted.

8.3 The findings, classifications and conclusions of an audit report express the professional judgement of Clear, and the Client shall not alter them. The Client may ask Clear to correct factual errors under Section 8.2.

9. AUDIT REPORTS AND RE-USE OF AUDIT DOSSIERS

9.1 Clear issues each audit report to the Client. For each audit of an Auditee other than the Client, the Parties shall agree whether Clear also sends the report to the Auditee, in full or limited to the findings.

9.2 Except as provided in Section 9.4, the Client shall not disclose an audit report to any third party without the prior written consent of Clear, except to a competent authority that requests it and to the Client's Qualified Person or Responsible Person.

9.3 Clear may re-use an audit dossier for other customers of the same Auditee with the prior written consent of the Auditee, excluding the Confidential Information of the Client.

9.4 When the Client is the Auditee, the Client may disclose a complete and unaltered copy of the audit report, and the Audit Summary Letter (CL-AUD-D-006) that Clear issues on request, to buyers, competent authorities and other third parties with a legitimate interest, provided that the Client does not alter them, does not disclose extracts out of their context and does not present them as a certification or an approval.

10. INTELLECTUAL PROPERTY

10.1 Clear retains all rights in its templates, checklists, tools, methods and know-how, including its CL-AUD and CL-GCA template families, whether developed before or during the Services, together with any general improvements to them (the "Clear Materials"), and in its audit reports and audit dossiers.

10.2 Upon payment of all fees due under an Order, the Client shall own the consultancy Deliverables prepared specifically for it under that Order, excluding the Clear Materials, and shall hold a non-exclusive, perpetual and royalty-free licence to use for its own business purposes the audit reports issued to it and the Clear Materials contained in any Deliverable.

10.3 Nothing in these Terms restricts Clear from providing similar services to other clients or from using the general knowledge and experience it gains in performing the Services, provided that Clear does not use or disclose the Confidential Information of the Client.

11. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY

11.1 Each Party shall keep confidential, and use only for the purposes of the Services, the non-public information that the other Party or an Auditee discloses to it in connection with the Services (the "Confidential Information"). This obligation does not apply to information that becomes public through no fault of the receiving Party, that the receiving Party already knew or develops independently, or that a law or a competent authority requires it to disclose, in which case the receiving Party shall notify the other Party beforehand where the law allows it to do so.

11.2 The obligations set out in Section 11.1 shall continue for five (5) years after the completion of the Services. A confidentiality agreement signed by the Parties shall prevail over this Section 11. Towards each Auditee other than the Client, the auditor acting for Clear signs the Auditor Confidentiality Undertaking (CL-AUD-D-003).

11.3 Each Party processes the personal data of the contact persons of the other Party as an independent controller under Regulation (EU) 2016/679 (the "GDPR"), and Clear's privacy notice is available at www.webclear.global. If the Services require Clear to process personal data on behalf of the Client, the Parties shall agree data processing terms under Article 28 of the GDPR before that processing begins.

11.4 Neither Party shall use the name or logo of the other Party in its publicity without the prior written consent of that Party.

12. WARRANTY AND LIABILITY

12.1 Clear warrants that it shall perform the Services in accordance with Section 3.1. If the Client notifies Clear in writing, within thirty (30) days of delivery, of a failure to meet this warranty, Clear shall at its option either re-perform the affected Services or refund the fees paid for them, and this shall be the sole remedy of the Client for that failure.

12.2 EXCEPT AS EXPRESSLY SET OUT IN SECTION 12.1, CLEAR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND IN PARTICULAR GIVES NO WARRANTY AS TO THE COMPLIANCE OF ANY AUDITEE, THE QUALITY OR SAFETY OF ANY PRODUCT, OR THE DECISIONS OF ANY AUTHORITY, CERTIFICATION BODY OR CUSTOMER OF THE CLIENT.

12.3 IN NO EVENT SHALL CLEAR BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, OR FOR ANY LOSS OF PROFIT, REVENUE, PRODUCTION, CROP, PRODUCT, CONTRACT OR GOODWILL, OR FOR THE COSTS OF A RECALL, ARISING OUT OF OR RELATING TO THE SERVICES.

12.4 THE TOTAL LIABILITY OF CLEAR ARISING OUT OF OR RELATING TO AN ORDER SHALL NOT EXCEED THE FEES PAID BY THE CLIENT UNDER THAT ORDER, EXCLUDING EXPENSES, OR, FOR AN ORDER WITH MONTHLY FEES, THE FEES PAID IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

12.5 Nothing in these Terms excludes or limits any liability that the law does not allow the Parties to exclude or limit, including liability for wilful misconduct or gross negligence under Article 1229 of the Italian Civil Code.

12.6 The Client shall indemnify Clear against any claim brought by a third party, including an authority, that arises from the products, operations or licences of the Client or of the Auditee, or from the use of the Deliverables by the Client, except to the extent that the claim results from a breach of these Terms by Clear.

13. FORCE MAJEURE

13.1 Neither Party shall be liable for a delay or failure in performance caused by events beyond its reasonable control, including natural disasters, epidemics, war, civil unrest, strikes, travel restrictions, refusal of entry into a country and acts of authorities. This Section 13 does not apply to payment obligations, and Section 7.5 governs the rescheduling of Confirmed Dates.

14. TERM AND TERMINATION

14.1 Each Order shall remain in force until Clear completes the Services or, for an Order with monthly fees, for the minimum term stated in the Order and afterwards until either Party terminates it with thirty (30) days' written notice.

14.2 Either Party may terminate an Order by written notice if the other Party commits a material breach and fails to remedy it within fifteen (15) days of receiving notice of the breach.

14.3 Clear may terminate an Order with immediate effect by written notice if continuing the Services would require Clear to breach a law or a sanction, or would compromise its independence as an auditor, or if the Client becomes insolvent.

14.4 Upon termination of an Order for any reason, the Client shall pay for the Services performed and the expenses incurred up to the date of termination, Clear shall refund any amount paid for Services not yet performed, and Clear shall deliver the work completed up to that date. Sections 5, 9, 10, 11, 12 and 17 shall survive termination.

15. ANTI-CORRUPTION

15.1 Each Party shall comply with the anti-corruption laws that apply to it. Clear personnel shall not offer, request or accept any payment, gift or hospitality that could influence the conduct or the outcome of an audit, other than the meals and local transport that the audit requires.

16. GENERAL PROVISIONS

16.1 Clear acts as an independent contractor and decides the methods and means by which it performs the Services.

16.2 Neither Party shall assign an Order without the prior written consent of the other Party, provided that Clear may involve subcontractors under Section 3.5.

16.3 Formal notices under these Terms shall be in writing and sent by email to the addresses stated in the Order and, for Clear, to riccardolongato@clearsrlsb.com with a copy to administration@clearsrlsb.com.

16.4 The Order and these Terms constitute the entire agreement between the Parties on the Services and supersede any prior proposal, representation or understanding on the same subject. Any amendment shall be in writing.

16.5 If a court holds any provision of these Terms invalid, the remaining provisions shall remain in force. A failure of a Party to enforce a provision shall not constitute a waiver of that provision.

16.6 The Parties may sign an Order by electronic signature or exchange it by email. If Clear provides a translation of these Terms, the English version shall prevail.

16.7 Clear may update these Terms from time to time. Each Order is governed by the version of these Terms attached to or referred to in the proposal that the Client accepted.

17. GOVERNING LAW AND DISPUTES

17.1 These Terms and each Order shall be governed by the laws of Italy, excluding their conflict of laws rules.

17.2 The courts of Genoa, Italy, shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms or an Order. If the Client has its registered office outside the European Union, the Parties shall instead refer any such dispute to arbitration under the Rules of the Milan Chamber of Arbitration, before a sole arbitrator, with its seat in Milan and in the English language.

18. SPECIFIC APPROVAL

18.1 For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client specifically approves, by signing the Order, the following provisions of these Terms: Section 1.3 (exclusion of the Client's terms), Section 4.6 (on-site Services subject to permits), Section 5.2 (payment in advance), Section 5.5 (suspension of the Services), Sections 7.2 and 7.3 (amounts retained on cancellation), Section 9.2 (restrictions on the disclosure of audit reports), Sections 12.1, 12.2, 12.3 and 12.4 (limitation of warranty and liability), Section 12.6 (indemnity), Section 14.3 (termination by Clear) and Section 17.2 (jurisdiction and arbitration).