SERVICE AGREEMENT FOR "EUROPEAN FUNDS MONITORING"

1. Parties

1.1 Provider. Massimo Gabellone, a sole trader registered in Albania under NUIS M21306029D, with registered office at Rruga Riza Cerova, nd. 2, hy. 7, ap. 40, postal code 1001, Tirana (Albania), tel./WhatsApp +355 692882052, email monitoring@massimogabellone.com.

1.2 Client. The collective entity that requests activation of the Service identifies itself through the profiling form and accepts this Agreement electronically. The identification data collected through the form comprise: the name of the entity, its legal form, registered office, tax code/VAT number or equivalent national identifier, contact email address, and the name and role of the person completing the form on behalf of the entity.

1.3 Profiling form. The profiling form completed by the Client forms an integral and substantive part of this Agreement.

1.4 Eligibility. The Service is reserved exclusively for collective entities (companies, associations, foundations, public bodies and the like). It is not available to natural persons, even where they act as self-employed individuals or sole traders. Any activation requested by an ineligible party is of no effect; any amounts received are refunded net of transaction costs, with no further obligation on the Provider.

1.5 Acceptance. This Agreement is concluded upon completion of the profiling form, electronic acceptance of this text (confirmation checkbox) and completion of payment. The person completing the form declares that they are authorised to bind the Client entity and guarantees the accuracy of the data provided. The Provider records the date, time, IP address and a copy of the version of the text accepted, for evidentiary purposes.

2. Subject matter of the Service

2.1 Scope. The Provider supplies an information service on European funding opportunities, covering both directly managed EU programmes (by way of example: Horizon Europe, Creative Europe, CERV, Erasmus+, LIFE) and the structural and investment funds under shared national and regional management, for the territories indicated in the profiling form.

2.2 Service. The Service consists in matching the Client's profiling form against open calls, with delivery according to the following schedule:

- Fortnightly report: twice a month, containing all calls identified in the period that are relevant to the Client's profile. For each call the essential information is reported (title, funding body, deadline, budget, summary of the subject matter) together with the link to the official call page;
- Quarterly report: every three months of continuous service, containing a summary of developments in the period;
- Annual report: upon completion of twelve months of continuous service, containing a review of the opportunities in the period;
- In-depth fact sheets: analytical summaries of individual calls, prepared upon the Client's specific request, included without limit in the subscription. Fact sheets are delivered in order of request and within a reasonable time.

2.3 Continuity. The quarterly reports, the annual report and the fact sheets are supplied solely within the framework of a continuous service. The annual formula (Art. 4) guarantees access to the full flow for twelve months. The monthly formula provides access to the flow for as long as the monthly payments are up to date: the first quarterly report accrues upon completion of the third paid month, and the annual report upon completion of the twelfth. Interruption of payments results in interruption of delivery from the following cycle.

2.4 Updating of the profile. The Client may request an update of the profiling form at any time, by email to the Provider. The update takes effect from the following delivery.

2.5 Delivery channel. Documents are delivered to the email address indicated by the Client in the profiling form. Changes of address are communicated by email to the Provider.

2.6 Single purchase. The Client may request a single fortnightly delivery without subscribing, on the conditions and at the price set out in Art. 4.3. A single purchase does not include the quarterly report, the annual report or the fact sheets.

3. Activation

3.1 Conditions of activation. The Service is activated when all of the following conditions are met: (a) full completion of the profiling form; (b) electronic acceptance of this Agreement under Art. 1.5; (c) completion of payment according to the chosen formula (Art. 4).

3.2 Commencement of the cycles. The delivery cycles run from the activation date and are specific to each Client. Each report covers the period preceding its generation date (fortnightly: 15 days; quarterly: 90; annual: 365), calculated backwards from the generation date itself. The activation date and time are those recorded by the Provider.

3.3 Failure to activate. The Provider may decline to activate the Service, notifying the Client, if the form is incomplete or if the applicant does not fall within the eligible entities (Art. 1.4). In that case any amounts paid are refunded net of transaction costs.

3.4 No lock-in. The monthly formula carries no minimum term: the conditions for continuation and termination are governed by Art. 5.

3.5 Single purchase. The single purchase under Art. 4.3 requires completion of the profiling form and compliance with the eligibility requirement of Art. 1.4, but does not give rise to delivery cycles. The report is generated at the Client's request and is delivered within 2 working days of completion of payment or, if later, of completion of the profiling form.

4. Formulas and prices

4.1 Annual formula. €7,560 for twelve months of service, with advance payment in a single instalment. The amount incorporates a 10% discount compared with the sum of twelve monthly fees.

4.2 Monthly formula. €700 for each month of service, without discount, with advance payment for the month of reference.

4.3 Single fortnightly report. €100 per single delivery, without subscription and without any binding duration. The Client may request delivery at any time, but no more than once on the same day. A single purchase entitles the Client solely to the requested delivery and does not include the quarterly report, the annual report or the fact sheets.

4.4 Prices and taxes. All prices are expressed in euro and do not include VAT, which is not applied under the applicable rules. A Client established in the European Union is required to account for the tax under the reverse charge rules applicable to B2B services supplied by a non-EU provider. A Client established in Albania or in another non-EU country accounts for any local taxes under its own national rules. Bank charges on payments by bank transfer are borne by the Client. Payment is made in euro to the Provider's euro account; no currency conversion is required for crediting the service price.

4.5 Continuation. The annual formula does not renew automatically: to continue for another twelve months, the Client must request renewal and make a new bank transfer before expiry. The monthly formula continues month by month only if the Client makes the advance bank transfer for the following month. Termination by the Client and its effects are governed by Art. 5.

4.6 Change of prices. The Provider may change the prices with at least 60 days' written notice. Changes apply only to periods following the notice and not to periods already paid for. In the event of a price increase, the Client may terminate without penalty by written notice within 30 days of receipt of the notice, with effect from the expiry of the period already paid for.

5. No lock-in (monthly formula)

5.1 No minimum term. The monthly formula carries no minimum term. The Service continues month by month solely upon the advance bank transfer of the following fee, under Art. 4.5.

5.2 Termination. A Client that does not intend to continue simply does not make the bank transfer for the following month. No formality is required; an email notice is welcome but not necessary. The Service ceases upon expiry of the last month paid in full.

5.3 Pre-expiry communications. The Provider sends the Client reminders by email before the expiry of the month paid, respectively 10, 7, 3 and 1 day before expiry, stating the bank transfer required to continue. Failure to receive the reminders for reasons not attributable to the Provider (spam, wrong address, full mailbox, recipient-side filters) does not change the payment deadline.

5.4 Effects of termination. In the event of termination, the reports already delivered may be retained by the Client and no refund is due for periods already delivered, under Arts. 8.4 and 11.2. Failure of the fee to be credited by the deadline results in suspension under Art. 7.

6. Payments

6.1 Means of payment. The Client pays exclusively by bank transfer in euro to the Provider's euro account at Intesa Sanpaolo Albania, according to the details and instructions provided by the Provider at the activation stage.

6.2 Payment and credit. The transfer is made in euro to the Provider's euro account, with a payment reference stating the Client's name and the assigned activation code. No currency conversion is required for crediting the service price. Payment is deemed completed at the moment of actual credit to the Provider's account, not at the date on which the Client instructs the transfer. The Service is activated under Art. 3 from completion of payment as so defined.

6.3 Documentation. For bank transfer payments, the Provider, upon request, issues the Client a statement of payment for the period supplied.

7. Non-payment (monthly formula)

7.1 Due-date reminders. The Provider sends the Client reminders by email before the expiry of the month paid, respectively 10, 7, 3 and 1 day before expiry, stating the bank transfer required to continue. The reminders state the amount due, the due date and the means of payment.

7.2 No credit. If the bank transfer is not credited by the due date, the Service is suspended.

7.3 Suspension. While suspended, the Provider stops generating and sending reports. The suspension lasts until completion of payment of the arrears under Art. 6.2. Reactivation occurs at no additional cost and with the next scheduled delivery following payment; reports not generated during the suspension are not recovered.

7.4 Termination. If the arrears are not paid within 15 days of the suspension, the Provider may initiate final termination of the Service by email to the Client. Final termination is preceded by at least 7 days' notice, during which the Client retains the right to settle the debt and restore the Service.

8. Refund

8.1 Cases of refund. The Client is entitled to a refund in the following cases:

- failure to activate the Service under Art. 3.3;
- failure to deliver two consecutive cycles of fortnightly reports, or failure to deliver a quarterly or annual report within 30 days of its scheduled date, for reasons attributable to the Provider, not remedied within 30 days of the Client's written notification;
- double or erroneous payment, with refund of the amount unduly collected only;
- invoicing error resulting in an undue payment, with refund of the difference.

8.2 Method of calculation. In the cases of refund for failure to deliver under Art. 8.1, second indent, the refund is calculated pro rata on the amount actually paid by the Client, in respect of the periods not enjoyed. For the annual formula: amount paid × (remaining days / 365). For the monthly formula: the fee for the current month, in respect of the service not yet delivered. In the other cases the refund equals the amount unduly collected.

8.3 Timing and method of payment. The refund is paid by bank transfer to the account indicated by the Client. The timing of payment and the treatment of costs vary according to the cause:

- in the refund cases attributable to the Provider (failure to deliver, double payment, invoicing error), the refund is paid within 15 days of recognition of the entitlement, for the full amount due, without deductions;
- in the refund cases for failure to activate attributable to the Client (incomplete form or ineligibility under Arts. 1.4 and 3.3), the refund is paid within 30 days, net of any bank charges.

8.4 Exclusions. No refund is due for: suspensions for non-payment (Art. 7); interruptions for external causes governed by Art. 10; voluntary termination by the Client under Art. 11, in respect of periods already supplied.

9. Obligations and liability of the Provider

9.1 Diligence. The Provider supplies the Service with professional diligence, drawing on official public sources and applying reasonable quality controls when the reports are generated.

9.2 Correction for the Provider's fault. If any data or call included in a report proves inaccurate or incorrect for reasons attributable to the Provider, the Provider corrects it within 48 hours of the Client's written notification, resending the corrected document. The remedy procedure under Art. 8.1 for failures to deliver remains unaffected.

9.3 Informational nature of the Service. The Service is informational in nature and does not constitute legal, tax or strategic advice. The data come from public sources and may be changed by the issuing bodies. The Client is required to verify the essential content independently at the official sources before taking decisions or submitting applications.

9.4 External cause. The Provider is not liable for malfunctions due to external causes, such as institutional websites that are unreachable, under maintenance or malfunctioning, sudden connection problems, and any other circumstance that adversely affects the Service beyond the Provider's will or control. The list is illustrative and non-exhaustive.

9.5 Limitation of liability. Except in cases of wilful misconduct or gross negligence, the overall liability of the Provider on any ground may not exceed the amount paid by the Client in the twelve months preceding the event giving rise to the liability.

9.6 Indirect damages. Except in cases of wilful misconduct or gross negligence, the Provider is in no case liable for indirect or consequential damages, loss of profit, loss of opportunity, failure to obtain funding, loss of a funding opportunity, or costs incurred by the Client in preparing applications based on the Service.

10. External source problems — information and recovery

10.1 Notification to the Client. On sending the report, the Provider indicates in the accompanying email the problems that prevented the matching or the access to a source relevant to the Client's profile (by way of example: institutional websites unreachable, under maintenance or with outdated data). The report is delivered as partial owing to an external cause.

10.2 Recovery. At the following delivery cycle, the Provider integrates the report with the calls not previously identified owing to the problems under point 10.1, if in the meantime the source has become available again. Recovery takes place within the next scheduled delivery cycle and at no additional cost to the Client.

11. Termination of the Service

11.1 Nature of the Client. The Client, being a collective entity and not a consumer under Art. 1.4, does not benefit from the 14-day right of withdrawal provided for private individuals under consumer law.

11.2 Monthly formula. The Client under the monthly formula may terminate the Service at any time by not paying the following month's fee. The Service ceases upon expiry of the last month paid for. No refund is due since each fee relates to a month of service actually supplied.

11.3 Annual formula. The annual formula is payable in advance for twelve months. The Service continues until the natural expiry of the twelve months. The Client is not entitled to any refund, whether total or partial, should the Client choose not to continue before expiry. To continue after expiry, the Client must request renewal and make a new bank transfer.

11.4 Single purchase. The single purchase under Art. 4.3 is an instantaneous service not subject to interruption after completion of payment.

11.5 Other remedies. The cases of refund under Art. 8 and the termination for change of prices under Art. 4.6 remain unaffected.

12. Data processing

12.1 Data controller. The Provider is the controller of the personal data communicated by the Client in the context of this Agreement, for the purposes set out below. The controller's details are those in Art. 1.1.

12.2 Categories of data and purposes. The processed data include the identifying data of the Client as a collective entity (name, registered office, tax code/VAT number), the identifying data of the person completing the form on behalf of the entity (name, surname, role, contact email) and the professional profiling data of the entity. The purposes of the processing are: supply of the Service, performance of the Agreement, management of payments, operational communications and legal obligations.

12.3 Legal bases. The processing is based on: the performance of the contract (Art. 6(1)(b) GDPR); the legal obligation (Art. 6(1)(c) GDPR) for tax and administrative obligations; the Provider's legitimate interest (Art. 6(1)(f) GDPR) for the defence of any claims.

12.4 Transfers outside the EU. The data are processed in Albania, a third country in relation to the European Union, without an adequacy decision under Art. 45 GDPR. The Provider guarantees the level of data protection by adopting the Standard Contractual Clauses approved by the European Commission by Decision 2021/914 (SCC), which are made available to the Client on request. The processing also complies with Albanian Law No. 124/2024 "Për mbrojtjen e të dhënave personale", which fully transposes Regulation (EU) 2016/679 (GDPR).

12.5 Retention period. The data are retained for the duration of the Agreement and for the 10 years following its termination, for tax, accounting and litigation-defence purposes. They are then erased or anonymised.

12.6 Data subject rights. The data subject may exercise the rights of access, rectification, erasure, restriction, portability and objection under Arts. 15-22 GDPR and the applicable Albanian law, by writing to the Provider's email address indicated in Art. 1.1. The data subject may also lodge a complaint with the competent supervisory authority (for EU clients: the authority of their own Member State; for the Albanian rules: the Information and Data Protection Commissioner).

12.7 Record of acceptance. The acceptance of this Agreement and of the terms contained therein is recorded with the date, time, IP address and a copy of the version of the text accepted, under Art. 1.5, for evidentiary purposes.

12.8 Privacy Policy. Further information on the processing of the data is set out in the Privacy Policy published on the Provider's website, which forms an integral part of the contractual framework.

13. Governing law, jurisdiction and final provisions

13.1 Governing law. This Agreement is governed by Albanian law, under Art. 3 of Regulation (EC) No 593/2008 (Rome I) on the law applicable to contractual obligations. The mandatory provisions potentially applicable in the Client's country of establishment remain unaffected.

13.2 Jurisdiction. Any dispute arising from this Agreement is subject to the exclusive jurisdiction of the Court of Tirana (Albania), under Art. 25 of Regulation (EU) No 1215/2012 (Brussels I recast). The parties declare that they expressly accept this jurisdiction clause by electronic acceptance of the Agreement under Art. 1.5.

13.3 Preliminary mediation. Before resorting to ordinary court proceedings, the parties undertake to attempt mediation by communicating the dispute in writing by email, with a 30-day period for amicable settlement. Failure to attempt mediation is not a condition of admissibility but is taken into account by the court in the allocation of costs.

13.4 Language of the Agreement. This Agreement is drawn up in Italian. Versions in other languages (English, Albanian) are courtesy translations. In the event of any discrepancy between the versions, the Italian version prevails for the interpretation of the clauses. The Client acknowledges that it had the opportunity to consult the Italian version before acceptance.

13.5 Amendments. Any amendments to this Agreement are effective only if agreed in writing between the parties.

13.6 Severability. The nullity or ineffectiveness of any single clause does not entail the nullity of the entire Agreement. The invalid clause is replaced, where possible, by a valid clause that best reflects the original intention of the parties.

13.7 Communications. Unless otherwise provided, communications between the parties take place by email to the addresses indicated in the Agreement (Art. 1.1 for the Provider; the profiling form for the Client). Changes of email address are communicated in the same manner.

14. Intellectual property

14.1 Ownership. The periodic reports, the fact sheets and any other document produced by the Provider in the context of the Service (the "Materials") are the exclusive property of the Provider. Conclusion of the Agreement does not transfer to the Client any ownership right in the Materials, but only a licence of use on the conditions of this Article.

14.2 Licence of use. The Provider grants the Client a non-exclusive, non-transferable and non-sublicensable licence for the internal use of the Materials for the Client's operational needs. The licence includes:

- consultation and storage of the Materials for the duration of the Agreement and for the following five years for internal reporting purposes;
- circulation of the Materials within the Client's organisation (employees, direct collaborators, governing bodies);
- use of the information contained in the Materials to prepare applications for the calls indicated therein.

14.3 Restrictions. The Client is expressly prohibited from:

- reproducing, republishing or distributing the Materials, in whole or in part, to third parties outside the Client's organisation;
- including the Materials in services, products or consultancy supplied by the Client to third parties, whether for consideration or free of charge;
- reselling, assigning or licensing the Materials;
- removing or altering the trademarks, logos, attribution notices or confidentiality notices contained in the Materials.

14.4 Public sources and data. The information on European funding calls reproduced in the Materials comes from public sources accessible to anyone. The Client retains the right to access and use those sources and their contents directly, without restrictions arising from this Article. The restriction under Art. 14.3 concerns the processing, presentation and selection carried out by the Provider, not the raw data.

14.5 Breach. In the event of a breach of the obligations under this Article, the Provider sends the Client a written notice by email to cease the improper use within 30 days. If the Client does not comply within that period, the Provider may terminate the Agreement under Art. 7 (termination) without any refund obligation and seek damages under Art. 9. The actions for the protection of intellectual property rights provided for by law remain unaffected.

14.6 Penalty for redistribution. The parties acknowledge that the Materials are the result of a multi-year and continuous professional investment by the Provider, estimated at more than 1,200 hours of specialised work and a significant burden of resources and technical tools. The economic value of the Materials corresponds to that of the annual formula (Art. 4.1), which constitutes the main product of the Service and represents its full and continuous access.

The single fortnightly report (Art. 4.3) is offered as an introductory instrument, at a price that does not reflect the actual value of the Materials, with the purpose of allowing the potential client to become acquainted with the Service and consider adopting the annual formula. The parties expressly agree that, in the event of unauthorised redistribution of Materials obtained through the single fortnightly report, the Provider's damage shall be liquidated according to the same criterion applicable to the other formulas, since the value of the distributed Materials is determined not by the price paid by the Client but by the lost revenue arising from the failure of each third-party recipient to acquire the annual formula.

In the event of breach of the prohibitions under Art. 14.3, first, second and third indent, and without prejudice to the greater damage under Art. 9 within the limits set out therein, the Client shall pay the Provider a penalty equal to the

amount of the annual formula in force at the time of the breach (currently €7,560, Art. 4.1), regardless of the formula actually subscribed by the Client, for each third-party organisational entity (legal person, body, professional firm or independent economic operator) outside the Client's organisation to which the Materials have been reproduced, distributed, communicated or otherwise made accessible in a targeted manner.

In the event of indiscriminate dissemination to an indeterminate number of recipients (for example, publication online accessible to the public, sending to an external mailing list, sharing on open platforms or paid distribution channels), the Provider is entitled to compensation for the damage actually suffered, to be proven by any means, without any lump-sum limits.

The penalty is calculated on the total number of third parties to whom the Materials are found to have been distributed, even where the breach emerges at different times or through successive findings; in the event of further third parties identified after the payment of the penalty, the Client shall pay the additional amount for the new third parties only. The penalty does not exclude the Provider's right to terminate the Agreement under Art. 14.5.

Proof of distribution may be provided by any means, including witness statements, digital documentation, technical evidence and identifying elements present in the Materials themselves (watermarks, metadata, unique markings). The finding of the Materials in the possession of identified third parties constitutes evidentiary indicia to be assessed by the court, together with the other evidence acquired.

The parties acknowledge that the penalty is proportionate to the Provider's interest in performance, having regard to the value of the Service, the damage arising from unauthorised dissemination, and the lost revenue for each third party that should have autonomously acquired the annual formula.

15. Confidentiality

15.1 Confidential information. The parties undertake to treat as confidential any commercial, technical or organisational information received from the other party in the context of this Agreement and not publicly available.

15.2 Scope. Confidentiality concerns in particular the data and preferences contained in the Client's profiling form and the Provider's methodology, tools and operating processes.

15.3 Duration. The obligation of confidentiality lasts for the entire duration of the Agreement and for the five years following its termination.

15.4 Exceptions. Information is not subject to confidentiality where it:

- is already public or becomes public without breach of this Article;
- is lawfully held by the receiving party before the communication;
- must be disclosed by legal obligation or at the request of an authority.

15.5 Breach. A breach of the obligation of confidentiality entitles the injured party to require the immediate cessation of any further disclosure and damages under Art. 9. In cases of serious or repeated breach, the provisions of Arts. 14.5 and 14.6 also apply.

16. Force majeure

16.1 Definition. Force majeure means any unforeseeable or unavoidable event, independent of the will of the parties, which temporarily renders performance of the contractual obligations impossible, by way of example: natural disasters, war, civil unrest, epidemics and pandemics, governmental measures, fire, prolonged blackouts, generalised unavailability of telecommunications networks, illness or injury of the Provider preventing operation for a continuous period of at least 7 days.

16.2 Effects. The party affected by force majeure is exempt from liability for delay or non-performance for the entire duration of the event, and is not required to pay damages or refund the periods concerned, save as provided in point 16.3 in the event of termination. The affected party notifies the other party of the event and its likely duration within 7 days of its occurrence.

16.3 Duration and termination. If the force majeure persists for more than 60 consecutive days, the Client may terminate the Agreement by written notice. That right lapses if, at the date of the notice of termination, the event

has ceased and the Provider has resumed normal operation. In the event of termination, the Provider refunds the Client the portion of the fee corresponding to the periods not enjoyed, calculated pro rata on the amount actually paid, within 30 days of the notice of termination. The refund also operates in the absence of fault on the part of the Provider, by reason of the early termination of the relationship for an event not attributable to either party.

16.4 Suspension of delivery. In the event of force majeure, the Provider resumes delivery of the reports when the event ceases. Reports not generated during the suspension period are not recovered, unless the parties agree otherwise.

17. Assignment of the Agreement

17.1 Assignment by the Provider. The Provider may assign this Agreement, in whole or in part, to a third party that succeeds to its business or to the supply of the Service (by way of example: a newly incorporated company or an acquirer of the business), by notifying the Client at least 30 days before the effective date of the assignment. From the effective date the assignee succeeds to all the rights and obligations of the Provider.

17.2 Assignment by the Client. The Client may assign the Agreement only with the Provider's written consent.

17.3 Termination for assignment by the Provider. If the assignment entails a change in the price, the service, the Provider's registered office or the tax regime applicable to the Client, the Client may terminate without penalty within 30 days of the notice of assignment, with a pro rata refund of the periods not enjoyed calculated under Art. 16.3.

17.4 Technical subcontracting. The Provider may use collaborators, subcontractors or technical suppliers (servers, email services, development tools) to supply the Service, remaining fully liable to the Client for their conduct.