

## GENERAL TERMS AND CONDITIONS OF SALE

### ARTICLE 1 - Scope

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") constitute the agreement governing, during its period of validity, the relationships between the clients (hereinafter referred to as "the Client") and the company CAMUSAT GROUPE (hereinafter referred to as the "Company") in connection to the sale of goods and services. Unless there is an agreement concluded between the Company and its Client, the services performed are subject to the GTC described below. Any order placed as well as any other document of a commercial nature concluded with the Company implies the Client's full and completed acceptance of these GTC.

The fact that the Company does not implement one of the clauses established in its favour under these conditions cannot be interpreted as a waiver on its part to rely on it.

Any conditions contrary to the provisions of these GTC laid down by the Client, including those printed or affixed to its orders or correspondence, will be unenforceable to the Company unless expressly accepted by the latter, regardless of when they have been brought to the attention of the Company.

These GTC are systematically communicated to any Client requesting them to enable him to place an order with the Company. The Client acknowledges that the acceptance of these GTC leads to the non-application of its own terms and conditions of sale and/or purchase.

The Company has the right to derogate from certain clauses of these GTC in accordance with the regulations in force:

- on one hand, when drafting a quotation; the terms of the quotation will prevail over the GTC; and
- on the other hand, depending on the negotiations conducted with the Client, by the establishment of Particular Conditions of Sale (hereinafter "PCS"), if necessary. The GTC, together with any possible PCS, constitute an essential element in the contract without which their agreement would not take place.

### ARTICLE 2 - Definitions

Whenever used in these GTC or in connection with their implementation, the following terms shall have the following meanings:

- 2.1. "Purchase Order" means the written document by which the Client orders the purchase of goods and/or services from the Company in accordance with the terms and conditions of this Agreement and based on the quote issued by the Company;
- 2.2. "Certificate of Acceptance" means the written confirmation that the Deliverables meet the Acceptance Conditions in accordance with Article 8 of this Agreement;
- 2.3. "Rights assignment" has the meaning set forth in Article 20 of this Agreement.
- 2.4. "Acceptance Conditions" mean the criteria provided in the Purchase Order or Engagement Letter and which must be met in order for the Company to issue a Certificate of Acceptance to the Client.
- 2.5. "Order Confirmation" means the document written and sent by the Company to the Client to confirm its acceptance of the Purchase Order or the Engagement Letter.
- 2.6. "Agreement" means the contract or "Engagement Letter" concluded between the Company and the Client relating either to the sale of equipment or to the provision of services or to the sale of equipment and services;
- 2.7. "Delivery Date" means the date on which a Product or Service is delivered;
- 2.8. "Defect" or "Defective" means any non-compliance of the goods and services with the general terms and conditions of this Agreement and/or a relevant Purchase Order or any physical defect which would interfere with its use;
- 2.9. "Intellectual Property Rights" mean the inventions, trademarks, industrial designs, geographical indications, domain names, know-how, processes, confidential information, licenses or individual rights arising from the intellectual activity, industrial, scientific or artistic fields.
- 2.10. "Approval Examination" means the approval tests as defined in Article 8 of the GTC.

- 2.11. "Confidential Information" means the information of any nature, written or unwritten, relating to the subject matter hereof, and more generally to the activities of the disclosing party, including all plans, drawings, data, forms, Know-how, inventions, photographs, diagrams, technical explanations, software, configurations of computer hardware as well as any commercial or financial information such as information about products, services, projects, markets, customers, prices, etc.
- 2.12. "Deliverables" mean the equipment sold and/or the services performed regardless of their nature;
- 2.13. "Delivery" means the delivery of a Product or Service in accordance with the terms and conditions of this Agreement;
- 2.14. "Operations" means the sales operations and/or provision of services.
- 2.15. "Site" means the place where the service is rendered or the equipment delivered.
- 2.16. "Party" means either the Company or the Client and "Parties" mean the Company and the Client, collectively;
- 2.17. "Personnel" or "Employees" of a Party mean all employees, agents and/or consultants of that Party concerned with the fulfilment of the commitments made by that Party under this Agreement;
- 2.18. "Price" means the amount to be paid by the Client to the Company in consideration for the Deliverables. The Price is established on the corresponding Purchase Order and is subject to acceptance by both Parties.
- 2.19. "Provisional receipt" means the receipt of the Deliverables (equipment and/or services) following the completion of the Approval Examination which led, however, to the Client expressing certain reserves.
- 2.20. "Final receipt" means the final receipt of the Deliverables (equipment and/or services) following the Approval Examination which has not led to the Client expressing any reserves and which corresponds to the date of payment of the invoice or the balance of the invoice remaining due.

### **ARTICLE 3 - Nature of services**

The Company shall assist the Client in connection to its project in any way, including:

- Construction and Installation of Telecom Sites
- Installation and commissioning of equipment
- Energy and Renewable Energies
- Fixed networks and optical fiber
- Managed Services, Maintenance and Operations.

### **ARTICLE 4 - Duration and Effective Date of the Agreement**

The duration of the Operations is defined in the Engagement letter or the Purchase Order.

The said Engagement letter or Purchase Order shall take effect from the acceptance by the Company, on one hand, of the first order concluded by the Client and, on the other hand, the constitution of a payment's guarantee, at a local first-rank bank under the conditions set out in Article 10-2 below. From this effective date, the Engagement Letter or Purchase Order is firm and definitive.

All orders must refer to a quote, a price's offer previously established by the Company.

### **ARTICLE 5 - Order of Deliverables**

Any order of Deliverables requested by the Client will give rise to: each packaging unit must legibly show on the outside the notices required by the applicable shipping regulations, as well as any instructions for special conditions required for handling or storage. The following information must also be specified on the notices: order number, batch number, exact name of the products, sender and recipient's names and addresses, quantity of units contained, gross and net weight of the package.

Purchase Order is either 1) prepared by the Client based on the quotation issued by the Company and 2) is subjected to its acceptance or is prepared on the delivery by the Company of an Engagement Letter.

As mentioned in Article 4, in view of the great flexibility of prices (in particular in the case of foreign currency) and unless otherwise stated in the quotation, the Purchase Order or the Engagement Letter will only be valid after the date of the written acceptance by the Company.

## **5-1. Formalization**

### **5-1-1 Operations involving payment of an advance**

The Party are considered as having concluded definitively the Agreement after:

- 1) the establishment, on one hand, of a Purchase Order by the Client (representing the "Purchase Order") and the payment of the amount due by the Client (see article 5.3 below ), and, on the other hand, the written acceptance of this order by the Company in the form of an acknowledgement of receipt (the "Confirmation of the Order"), or
- 2) the written acceptance, on one hand, by the Client of the Engagement Letter having the value of an agreement and the payment of the amount due thereto by the Client (see article 5.3 below) and, on the other hand, the written acceptance of this engagement by the Company, in the form of an acknowledgement of receipt ("Confirmation of the Order").

### **5-1-2 Operations not involving payment of an advance**

The Party are considered as having concluded definitively the Agreement after:

- 1) the establishment, on the one hand, of a Purchase Order by the Client (representing the "Purchase Order") and, on the other hand, the written acceptance of this order by the Company in the form of an acknowledgement of receipt (the "Confirmation of the Order"), or
- 2) the written acceptance, on the one hand, by the Client of the Engagement Letter having the value of an agreement and, on the other hand, the written acceptance of this engagement by the Company, in the form of an acknowledgement of receipt ("Confirmation of the Order").

### **5-1-3 Formalism**

The Purchase Order or the Engagement Letter having the value of an agreement must be sent to the Company without any modification:

- either (1) by regular post, duly signed and dated with the words "Order for Agreement" by the person legally responsible and the commercial stamp of the Client or (2) by e-mail with a scanned copy of the Purchase Order or the Engagement Letter duly signed and dated with the words "Order for Agreement" of the person legally responsible and the commercial stamp of the Client,
- or by e-mail with the express consent of the Client.

The Purchase Order sent by the Client to the Company must specify:

- The nature of the Deliverable, the quantity, type and references,
- The agreed price excluding taxes,
- The amount of rebates and discounts, if any,
- The payment terms,
- The schedule detailing the actions and obligations of the Client and of the Company as well as the time frames for completion,
- The reminder of the full acceptance by the client of the General Terms and Conditions of Sale.

Without the receipt of the Client's agreement and/or advance payment, or failing the acceptance by the Company of the Purchase Order or Engagement Letter, the proposal of the Purchase Order or Engagement Letter is deemed cancelled and the Company has the right not to start the provisions of services or not to deliver.

The validation of the order implies the full and unreserved acceptance by the Client of the present GTC. The Client acknowledges having verified the suitability of the order to its needs and having received from the Company all the information and advice necessary to issue the Purchase Order or enter into the Agreement with full knowledge of the facts. The Client undertakes to cooperate with the Company, in particular by precisely communicating the extent and nature of his needs.

For each order, the Client must be able, at the request of the Company, to justify to the latter its solvency. Failing this, the Company may either request that the payment of the order be made for the total amount before delivery of the Products or the provisions of the service or terminate the Agreement.

#### 5-2. Order Change

As mentioned in Article 4, the Purchase Order or the Engagement Letter is firm and definitive as of, on one hand, the acceptance by the Company of the first order requested by the Client and on the other hand, the provision of a payment guarantee at the 1<sup>st</sup> order, if necessary.

Within the limits of possibilities of the Company, any changes to the order and requested by the Client will be formalized in an amendment signed by both parties.

### 5-3. Advances and penalties

As mentioned in Article 5-1-1, if the delivery of the Deliverables gives rise to the payment of an advance, the order will be confirmed only upon receipt of the advance and the acceptance by the Client of the Purchase Order or the Engagement Letter.

If the Client cancels the order after having been accepted by the Company, for any reason, except for force majeure (Article 15), the advance paid for the order, as defined in Article 7 "Settlement Periods" hereof, shall be automatically acquired by the Company and shall not give rise to any repayment.

### **ARTICLE 6 - Rates**

The Operations are invoiced at the rates in effect on the day the Purchase order is signed, according to the Purchase Order or the Engagement Letter having the value of an Agreement, previously established by the Company and accepted by the Client, as indicated in Article 4 "Orders" above.

Rates may be calculated on a flat-rate basis, per quantity.

Assuming that the currency on the Purchase Order or the Engagement Letter is different from the one stated in the quotation, failing acceptance of such change by the Company, the Purchase Order or the Engagement Letter shall not be effective.

The Company will issue an invoice and send it to the Client each time the equipment and/or services is/are delivered. As mentioned above, payment of all or part of the price to the Company constitutes receipt and final acceptance of the Operations. Under no circumstances may the rate of the Operations be renegotiated after its completion.

The proposed rates may include discounts, rebates which the Company may be required to grant.

Any disagreement or request for clarification from the Client concerning an invoice must be notified by email with acknowledgement of receipt within a maximum of fifteen (15) calendar days from the date of issue of the invoice. After this time, the invoice and its amount are deemed to have been accepted in principle and the Company will no longer accept any complaint.

## **ARTICLE 7 - Settlement Terms**

### **7-1. Settlement Periods**

The price is due at the issuing of the invoices for the total amount or the invoices for the advance and balance.

All invoices, with the exception of advance payment invoices, are payable within 30 days of the invoice date, under the conditions defined in Article 8 "Acceptance of Deliverables" below.

The advance invoices are payable on the day of the Acceptance of the Purchase Order or the Engagement Letter.

Payment is made by bank transfer or by any other means of payment accepted by the Company.

Based on the Purchase Order or the Accepted Engagement Letter, the Client may designate under its responsibility a third party as payer, provided that the latter has agreed, by mail, to pay and has given the invoicing address. The designation of a third-party payer is a simple indication of payment and does not relieve the Client of its obligation to pay in the event of default by the third-party payer.

#### **7-1.1. Payment terms**

Within clear provisions in the Purchase Order or the Engagement Letter, the payment terms that the Client must respect are the following, they vary according to the nature of the task:

- i) in the case of a project involving both the supply of equipment and services (turnkey project), the payment terms are as follows:

#### **A- Supply of equipment:**

- 30% : Amount of the advance due on the day of acceptance of the order
- 40% : Amount due on the day of receipt of goods
- 30% : Balance due on the day of the final receipt

#### **B- Provisions of services :**

- 30% : Amount of the advance due on the day of acceptance of the order
- 40% : Amount due on the day of the provisional receipt
- 30% : Balance due on the day of the final receipt

ii) With regard to the Supply of Equipment only:

30% : Amount of the advance due on the day of acceptance of the order

70% : Amount due on the day of delivery of the goods (delivery varying according to the INCOTERM agreed with the client)

iii) With regard to the Provision of Services (without the supply of equipment):

30% : Amount of the advance due on the day of acceptance of the order

40% : Amount due on the day of the provisional receipt

30% : Amount due on the day of the final receipt

7.1.2 - In the case of payment of an advance for the order

An advance equal to thirty percent (30%) of the total price of the Deliverables ordered may be required upon Acceptance of the order, under the conditions of Article 5-3 "Advances and penalties" herein and as mentioned above, it is payable on the day of the Acceptance of the Order.

7.2. Late penalties

In the event of a non-payment by the Client or a third-party payer on the due date of the invoices, the amounts remaining due will automatically be increased by a penalty calculated as follows:

- application of the interest rate equivalent to 3 times the legal interest rate (in force on the day the services are invoiced),
- the penalty is calculated on the value before tax of the amount remaining due and applied from the day following the settlement date shown on the invoice to its total payment, without any reminder or prior notice being required. The applicable rate is calculated on a pro rata basis.

In addition to this penalty, any amount, including the advance (if any), not paid on its due date, will automatically give rise to the payment of a lump sum indemnity of € 40 due in respect of the recovery costs under the provisions of Article D441-5 of the French Commercial Code. Where the recovery costs incurred are greater than the amount of the lump sum indemnity, the Company may request additional compensation upon justification.

The various expenses that may result from an unpaid amount must be paid by the Client.

In case of non-payment of the invoices by the Client or a third-party payer and after formal notice by electronic mail or registered letter with acknowledgement of receipt which remained ineffective during a period of 15 calendar days, the Company has the right to suspend all or part of the client's current or future projects. It also has the right to suspend the performance of its obligations and to reduce or even cancel any discounts granted to the latter. If the non-payment continues, the provisions of Article 14 "Termination" hereof shall apply. In the event of default by a third-party payer, the Client is jointly and severally liable for payment of the amounts owed by the third-party payer concerned as well as interest on late payment defined above.

### 7-3. No compensation

Except for the prior written agreement of the Company and provided that the reciprocal receivables and debts are certain, liquid and due, no compensation can be validly made by the Client between the possible penalties for delay of the Deliverables ordered or non-conformity of the Deliverables to the order, on the one hand, and the amount owed by the Client to the Company in respect of the purchase of said Operations, on the other hand.

## **ARTICLE 8 - Acceptance of Deliverables**

The Company must notify the Client in writing that the Operations have been completed in accordance with the Purchase Order or the Engagement Letter and that the Deliverables may give rise to an Approval Examination in order to verify their compliance with the Acceptance Criteria defined in the Annex to the Purchase Order or the Engagement Letter.

If, upon receipt of the Approval Examination report, the Client expresses no reserves within 5 calendar days of receipt for the goods and within 10 days for the services, the Deliverables are deemed in compliance with the Acceptance Criteria. The Company will then issue an Approval Certificate to the Client who, on the one hand, will have 7 calendar days to sign it and on the other hand, will be required to pay the invoices due under this final receipt. If at the expiration of this last period (7 days), the Client does not sign this Certificate, the Client shall be considered as having accepted it definitively.

Assuming that the Client expresses reserves upon reading the Approval Examination report, it must express in writing the said reserves which must be justified by precise and detailed documents within the aforementioned time periods. The expression of reserves will constitute the provisional receipt. Consequently, on one hand, the Client will be required to pay the invoices due on the day of this provisional

receipt and, on the other hand, the Company will be required to correct, at its own expenses, all the reserves identified by the Client and deemed to be justified, within a period to be determined by mutual agreement between the Parties; this period starts from the date of notification of the Client's reserves to the Company.

If, upon expiry of this period, the Client no longer expresses reserve within 5 calendar days for the goods or 10 days for the services after reading the Approval Examination report corrected by the Company, the Deliverables are deemed in compliance with the Acceptance Criteria. The Company shall issue to the Client the Approval Certificate for signature. The date of delivery of the Certificate will be the date of the Final Receipt.

The signature by the Client of the Acceptance Certificate or the non-signature by the Client as mentioned cannot subsequently give rise to any dispute as to the conformity of the Deliverables on the part of the Client or any other person.

If the Client or every person appointed by the client (subcontractor, suppliers, ...) uses Deliverables (goods or/and services) before the signature of the Approval Certificate and without the written agreement by the Company, this Operation shall:

1. be deemed as the definitive acceptance of the Deliverables by the Client or the aforesaid persons. The conformity of the Deliverables shall not then be disputed, and
2. have the effect of transferring immediately the risks corresponding to the Client, ownership transfer taking place according to provisions of the Article 13.

#### **Article 9 - Delays**

The Company undertakes to perform the Operations in accordance with the Purchase Order or the Engagement Letter, in particular within the time frames defined in these documents.

If, at any time, the Company notes that it will not be able to respect one of the deadlines, it shall notify the Client as soon as possible of any difficulties and/or constraints which have occurred or are likely to occur and which would in any way affect the Company ability to provide the Deliverables in accordance with the Purchase Order or the Engagement Letter including but not limited to: (i) the Company ability to respect the time frame, and/or (ii) an event of Force Majeure (Article 15). The Parties shall then agree to set a further time limit under which the Company shall be required to provide the relevant Deliverables, provided that each Party has the right not to reach an agreement as described in this Article.

In the event that an agreement has been reached between the Parties in accordance with this Article, the Company shall take all measures reasonably required to supply the relevant Deliverables, using sources, solutions and/or alternative means, or in case of failure to do so, the arbitration institutions (see art. 26.2) will be involved.

## Article 10 - Guarantees

### 10.1 Guarantees of the Company

The Company is responsible for any lack of conformity of the Goods sold under the conditions of articles L.211-4 et seq. of the French Consumer Code and for any hidden defects of the things sold under the conditions stipulated in articles 1641 et seq. of the French Civil Code.

Based on each project, special conditions on specific guarantees applicable to every category of equipment, services connected to this project are attached to the present General Terms and Conditions of Sale. In particular, in these special conditions, the scope of every guarantee shall be detailed and the cases excluding the application of the aforementioned guarantee shall be listed.

The date of application and the duration of every guarantee shall be determined on a case-by-case basis. However, except particular cases, the effective date of the guarantee is determined as follows:

#### 1/ As regards the supply of equipment by the Company and according to the applied Incoterm:

If the Company is responsible for the transport: the period of the guarantee of every Deliverable shall run from the date of the Delivery, i.e. from the date of the signature of the Certificate of Acceptance.

If the Client has the responsibility of the transport and/or uses the services of a third person for that purpose, the guarantee of every Deliverable shall run from the date when the Client or the third person acquires the material possession of each Deliverable. At the same date, the Transfer of risks shall take place but there will be no ownership transfer.

#### 2/ In case of use of the Deliverables before the signature of the Certificate of Acceptance (refer to the article 8) by the Customer or one of its representatives:

This use shall be deemed as the definitive acceptance of the Deliverables by the Client or the aforesaid persons and shall be corresponded to the effective date of the guarantee of every Deliverable concerned as well as in the transfer of the risks.

## 10.2. Guarantee of the Client : First-demand guarantee

For any Purchase Order or Engagement Letter, their effective date is subject, in addition to the acceptance by the Company, to the constitution by the Client of a first-demand guarantee 1) the amount of which will be determined in the case per case 2) with a first-rank bank, which 3) undertakes to pay, on first request, to the Company an amount not exceeding this guarantee.

The application of this first-demand guarantee is established by excluding the amount of the advance (if any) paid on the date of Acceptance of the Purchase Order by the Company or the Engagement Letter.

## **Article 11: Obligations of the Parties**

### 11-1: Obligations of the Company

The Company undertakes to fulfil all its obligations specified in these GTC and in the Purchase Order or Engagement Letter, with all customary care and according to current best practice; in particular to ensure that it holds all necessary licenses in order to carry out the Operations ordered by the Client.

However, it shall not be bound to fulfil its contractual obligations, in particular if:

- The environment of the Site does not comply with the safety requirements and/or rules defined in particular in the regulations and the legislation in force;
- An accidental event, an event of Force Majeure limiting, partially or totally, the access to the Site for which the Client has expressly ordered the Operations;
- The Client's site is not accessible;
- The Client does not have all the necessary licenses in accordance with the regulations in force;
- The Client does not comply with its contractual obligations.

### 11-2: Obligations of the Client

The Client shall in particular:

- Ensure accessibility and security of the Site in order to allow the Company Personnel to carry out the Operations ordered,
- Justify having all necessary licenses on the day of signing the Purchase Order or the Engagement Letter,
- Pay the invoices in accordance with the terms of the Purchase Order or the Engagement Letter,

- Justify having a third party liability insurance policy for all damages to the property or injuries caused to third parties or to the Company Personnel;
- Take out an insurance covering all the damages to the property or injuries referred to in article 12-2 below;
- Ensure that the site meets the environmental conditions in effect during the period of Operations.

## Article 12 - Insurance

### 12-1. Insurance of the Company

The Company proposes to the Client to subscribe an insurance policy guaranteeing the consequences of a civil liability for damages to property or personal injuries caused to third parties or the Client personnel in the execution of the Purchase Order or the Engagement Letter. The Client shall be responsible for accepting, in writing, such a proposal.

The Company cannot be held responsible for the malfunctions of the Deliverables resulting from the improper use of the latter by the Client.

In the event that the Company is held liable for damages suffered by the Client and its liability is proved by the Client, the amount of damages that the Company may have to pay, irrespective of the amount and nature of the damage suffered by the Client, for all cases, may not exceed 50% of the total amount of the invoices issued by the Company.

In any event, according to these Terms and Conditions, the Company may only be liable for payment of the penalties strictly set out in the GTC, unless otherwise specified in the quote; it shall in no case be liable to pay damages except in the case referred to in Article 12-1 above.

### 12-2. Insurance of the Client

The Client declares having subscribe an insurance covering all damages to property or personal injuries incurred by the Company's personnel and caused by the Client's employees, third-party's personnel, other than the Company's personnel, or any case beyond the control of the Client, such as fire, flood, earthquake, etc.

### **Article 13: Ownership reserve clause**

Ownership of the products shall be transferred to the total payment of the invoiced amount (including the delivery costs, if any). Such products cannot, therefore, be subject to provisional or enforcement measures in the hands of the Client. The Client refrains from transferring the products to a third party for any reason whatsoever without informing it of the reserve of the ownership in favour of the Company which could claim the products in whatever hands they are, until full payment.

If the Client's creditors intervene, in particular in case of seizure of the products or in the event of the opening of a collective procedure, the Client must inform the Company by e-mail or registered letter with acknowledgement of receipt within 3 calendar days following this intervention. The expenses incurred by the Company shall be borne by the Client.

Notwithstanding this ownership reserve clause, the Client shall bear the costs of the insurance and the risks in the event of loss or destruction as soon as the products are transported or taken possession of.

### **Article 14 - Termination**

The Order is firm and definitive on the date of its acceptance by the Company. Only the company will be able to terminate or not this agreement.

Either party may immediately terminate the contractual agreement concluded between them (Purchase Order or Engagement Letter) in the event the activity of one of the parties is suspended, suspension of payment, judicial reorganization, judicial liquidation or any other circumstance causing the same effects after sending a formal notice to the judicial administrator (or liquidator) remained more than a month unanswered, in accordance with the legal provisions in force.

If their contractual agreement (Purchase Order or Engagement Letter) expires or is terminated, the consequences are as follows:

- the Company is automatically relieved of its obligations relating to the subject matter of their agreement on the date of termination or expiry of the latter,
- the Company agrees to return to the Client at the latest within thirty (30) calendar days after the termination or expiration of the contractual agreement, all documents or information supplied by the Client.

If the Client fails to fulfil a substantial obligation of their contractual agreement (Purchase Order or Engagement Letter) which resulted in the sending of a formal notice to remedy this failure by email or registered letter with acknowledgement of receipt, formal notice remained unsuccessful within the period of 30 calendar days applying from the date of notification, the Company shall be entitled to automatically terminate the relevant order by email or registered letter with acknowledgement of receipt and without prejudice to any other right it has.

If the Client fails to fulfil its obligation to pay the full amount of each invoice, the Company shall 1) have the right to retain the advance that might have been paid on the day of acceptance of the Purchase Order and 2) claim the first-demand guarantee under Article 10-2.

#### **Article 15: Event of Force majeure**

No Party shall be considered in default in the performance of its obligations and held liable if this obligation is affected, temporarily or permanently, by an event of force majeure.

As such, the force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code, independent of its will and beyond its control, including but not limited to: fire, water damages, natural disasters, storms, lightning, strikes, floods, earthquakes, epidemics, attacks, government restrictions, social unrest and riots, wars, malice, disasters on the provider's premises, blocking of means of transport, failure of the computer equipment, long time absence (accident or illness), and any outdoor event likely to delay, prevent or make it economically exorbitant to fulfil the obligations.

Within three (3) business days of the occurrence of such an event, the defaulting Party by reason of force majeure undertakes to notify the other party by email or registered letter with acknowledgement of receipt and to bring proof. The defaulting Party shall make every effort to eliminate the reasons of the delay and will resume performance of its obligations as soon as the problem invoked is solved. However, if the event of force majeure continues beyond a period of thirty (30) days from the date of receipt of notification of force majeure, each Party shall have the right to terminate the agreement without awarding damages.

Such termination shall take effect on the date of receipt by the other Party of the termination email or letter with acknowledgement of receipt without any compensation or penalty for any purpose whatsoever, to be due by either party.

## Article 16: Obligations of Confidentiality

As part of the contractual agreement concluded by the Parties (Engagement Letter or Purchase Order), any information related to the trade policy, strategy, company business, services, tools, methods and know-how, to any information protected by trade secrets and other information expressly qualified as confidential received by one of the Parties shall be kept confidential.

As defined herein, the following shall not be considered as confidential:

- information fallen into the public domain at the time of communication or that would be in the public domain following its communication provided, in the latter case, that it is not the result of a violation of a confidentiality obligation by the party with knowledge of the information,
- information for which the receiving party can prove knowledge beforehand in good faith and without violation of a confidentiality's obligation,
- information provided by a third party after signing the Agreement or Purchase Order and received in good faith and without breach of any other obligation of confidentiality by the party to which they were communicated.

Therefore, the Parties undertake not to use such information or data when it is not necessary for the execution of an order, not to disclose such information or data to any third party or any person other than their employees within the strict limits of the need for such disclosure for the proper performance of an Order without the prior written consent of the other Party.

Following an order, for any reason whatsoever, each party receiving confidential information undertakes to return to the other Party and destroy all the duplications that would have been made of such confidential information.

The Company undertakes:

- to observe strict confidentiality regarding the information provided by the Client, and designated as such,
- not to disclose any information on the Operations performed for each client or not to disclose any information relating to one of its clients when preparing a quote for the account of another client to respond to a tender;
- to return any documents provided by the Client at the end of the task,
- to sign a confidentiality agreement if the Client wishes it,
- To implement all means necessary for the supply of Deliverables.

For the Engagement Letter having the value of an Agreement, the terms of the said agreement signed between the Parties are deemed confidential, and as such cannot be disclosed to unauthorized third parties.

If the Client fails to fulfil its confidentiality obligations, it will be required to pay a penalty of € 5,000,000.00 to repair the damage suffered by the Company.

### **Article 17 - Responsibilities**

Based on the nature of the Operations ordered, the Company undertakes to perform them according to the best practices and in the best way, according to the terms and conditions of the agreement and in compliance with the applicable laws and regulations.

Either Party will be liable, regardless of the basis and nature of the action, only if it is proven that it caused personal injury, direct and certain, to the other party. Each Party shall be liable to the other party for any breach of the obligations imposed upon it.

Besides the cases where liability is limited or excluded and that could be included in the contractual documents governing the Operation concerned, other than the present ones, the Company will not be liable, in general, in the following cases:

- a. the Client's fault and in particular if the Client fails to comply with the technical specifications, terms of use of the services,
- b. a delay caused by the Client that would lead to the inability to respect the time frame agreed or prescribed by law,
- c. in event of force majeure as defined in article 15 "Force Majeure" hereof,
- d. in case of a third party other than a subcontractor or supplier of the Company hereunder.

The Company shall not be held liable for any indirect or consequential damages due even partially to a failure to fulfil its obligations.

The liability of the Company, if proven, will be limited to half (50%) of the total amount, excluding taxes, actually paid by the client for the Deliverables provided by the Company on the date of the complaint sent by email or registered letter with acknowledgement of receipt.

The Client undertakes to make available to the Company, within the agreed time, all the information and documents necessary for the successful completion of the delivery and the understanding of the problems.

It is stated that the Client is the only one competent to act responsibly with regard to the Company.

The Client and the Company expressly agree that any financial and/or trade damage (e.g., direct or indirect loss of profits, direct or indirect loss of income) or any action against the Client by a third party constitutes an indirect damage that does not entitle it to a compensation.

## **Article 18: Equality and diversity**

### 18-1: Equality

During the execution of the Operations ordered, no Party will penalize, harass, discriminate an employee of the other Party due to his/her gender, ethnicity, disability, age, religious beliefs, sexual orientation or part-time status.

Each Party undertakes, together with its employees, agents and subcontractors, to not violate any law on discrimination, its amendments and enactments and not to force the other party to violate such a law. Each Party shall comply with the equality and diversity policies of the other party and copies of these policies may be provided at any time by a Party to the other one upon written request.

### 18-2: Forced labor

The Company does not practice forced or compulsory labor. The Company ensures that the working relationship between the worker and the Company is freely chosen and free from threats. It also ensures that all workers are free to leave their employment/work after proper notice is given.

## **Article 19: Health and Safety**

When the Operations are to be performed outside France, the Company shall act in accordance with the local laws relating to employment and the Fundamental Conventions of the International Labour Organization (ILO). In addition, the Company shall take all necessary measures to ensure compliance of its entire supply chain with local employment laws and the Fundamental Conventions of the ILO.

The Company shall notify the Client of any physical risk to the health and safety present on the site or

related to the performance or supply of Deliverables which could affect a member of the Client's personnel as soon as possible after it has become aware of it or could in all reasonableness have become aware of it.

The Client must notify the Company of any risks to health and safety that exist or appear on the Site and that could adversely affect the Company and/or any member of its personnel as soon as possible after it has become aware of it or could in all reasonableness have become aware of it.

The Company must take the necessary measures to identify and reduce the environmental impact of its operations. The Company shall ensure compliance of its actions in terms of its CSR commitments with all legislation applicable to the environment and will act responsibly to prevent pollution and waste disposal.

#### **Article 20 - Subcontracting - assignment**

The Company has the right to subcontract all or part of the services and remains liable towards the Client for the provision of the subcontracted service.

The agreement, in whole or in part, may not be assigned by the Client without the prior written consent of the Company.

In any event, no assignment may take effect before the Client's balance is cleared.

The Company may freely assign or transfer the rights and obligations entered into under the Purchase Order or Engagement Letter, in whole or in part, to any affiliate or be replaced by any affiliate provided that the relevant affiliated company ensures the fulfilment of all such rights and obligations with regard to the Client. The Company will be released from its obligations at the effective date of the Operation concerned.

#### **Article 21 - Waiver**

Failure by either Party to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

#### **Article 22 - Partial invalidity**

In the event that certain provisions of the said GTC would be unenforceable for whatever reason, due to any applicable law or regulation, the Parties shall remain bound by the other provisions of the GTC and

attempt to remedy the inapplicable clauses.

### **Article 23: Delay**

The delays indicated in the Engagement Letter or the Purchase Order are calculated by calendar days, starting upon receipt of the data by the Company (after downloading or receipt by post). The last delivery time ensured by the Company expires at midnight on the last calendar day. If that calendar day is a Saturday or a Sunday and/or a public holiday, the deadline will expire on the following business day at midnight.

### **Article 24: Intellectual property rights**

The Company retains ownership of all intellectual and industrial property rights on the studies, drawings, models, prototypes, etc., made (even at the request of Client) for the supply of Deliverables to the Clients and under the provisions of the laws in force. Their exploitation whatsoever, total or partial reproduction or use, adaptation, translation and/or modification are strictly prohibited, unless expressly authorized in writing by the Company. The Client further agrees not to disclose them to third parties, not to use, execute or enforce them without the prior written consent of the Company.

Failure to comply with these provisions exposes the client to legal proceedings, whatever the circumstances in which it came into possession of the documents used. In any event, the Client shall pay a penalty of € 5,000,000.00 to repair the damage suffered by the Company.

If agreed between the Parties, the Client authorizes the Company to disclose and use for communication, its brands, logos and other industrial and intellectual property titles as well as elements allowing to identify the Client by name.

### **Article 25: General provisions**

The GTC are available on-line and can be changed at any time at the discretion of the Company without further formalities, except for their on-line releases, only the last version will be applicable and/or the version at the date of receipt by the Company of the Engagement Letter or the Purchase Order signed. These GTC apply to all Products and Services sold by the Company in addition to any special conditions which may be applicable to the Deliverables. In case of conflict between these GTC and the particular

conditions of the Deliverable, the special conditions shall prevail. Special conditions relating to deliverables may be included in the Purchase Order or Engagement Letter, if that is the case, these conditions shall prevail over all other contractual conditions.

The Parties shall exercise and perform their activities independently within the frame of the present document, which can especially be construed as creating between them a relationship of subordination or de facto partnership.

## **Article 26: Attribution of competences**

### 26.1 - Legislative competence

By express agreement between the parties, these GTC and the resulting Operations are governed by the French law. They are written in French. In case they are translated into one or several languages, only the French text would prevail in case of dispute.

### 26.2 - Jurisdictional competence

In order to find a solution to any dispute arising in the implementation of this Agreement, the Parties agree to use the arbitration powers of the International Chambers Commerce (ICC) Paris.

## **Article 27 - Acceptance by the Client**

These GTC are expressly approved and accepted by the Client, who declares and admits knowing them perfectly, and thereby relinquishes the right to impose any contradictory document, including its own GTC, which will be unenforceable against the Company even if the latter was aware of them.