

## 1. CONDITIONS OF APPLICATION

These General Terms and Conditions of Service ("GTCS") apply to all supplies of goods and services ("Services") provided by Aerotec & Concept (company affiliated with Expleo), its agents or representatives ("Company") and any resulting contractual relationship between the Company and the Customer as identified in the attached proposal ("Customer"). The Company and the Customer are individually defined as the "Party" and together as the "Parties".

They constitute the legal basis of the relationship between the Customer and the Company for all provisions that have not been subject to special written terms and conditions.

The Contract ("Contract") is made up of the following documents cited in order of prevalence:

- The Special Conditions ("SC") signed by the Parties;
- These GTCS; and
- The Quotations and in its most recent version as defined in article 2 of these GTCS.

**The Contract shall automatically apply to the Customer without the Customer having the right to impose their own general terms and conditions and any other document, even if subsequently received by the Company, unless otherwise agreed in a written document signed beforehand by an authorised representative of the Company.**

## 2. PURPOSE OF THE SERVICES

**2.1** The Company supplies goods and services in the fields of aeronautic and airworthiness ("Services"). The Company shall perform the Contract with all due diligences, efficiency and economy, in accordance with generally accepted professional techniques and practises and shall observe sound management practises and employ safe material and methods with regard to as the case may be airworthiness applicable rules.

**2.2 Scope of Services:** The scope and nature of the Services provided by the Company include the following but are not limited to: change design and repair under PART21J approval; production of sets, subassemblies and parts under PART21G; Equipment official dealer; repair delivery; maintenance and modification of parts; equipment and aircraft under PART145 approval; and Continued Airworthiness Management under PARTM. Services are specified in the Quotation.

The following are excluded from the Services:

- (a) Any service performed outside working hours or subject to additional charges unless otherwise agreed among the Parties;
- (b) Any modification or change to the terms and conditions of performing Services or any additional goods or services required by the Customer and resulting from an event outside the Company, such as but not limited to: a delay by the Customer, a modification to the content of the Services, incorrect or incomplete input data, suspension of the Services.

Services referred under paragraph (a) and (b) here above may be performed by the Company as Additional Services subject to prior written amendment to the Contract.

**2.3 Modification:** The Company will perform the Services covered by the Quotation. Any modification to the Contract shall be subject to an amendment signed by an authorised representative of the Parties. If the Customer wishes to amend or to supplement any of the Services to be supplied under a Contract, it will notify the Company in writing providing details of the amendment. The Company will provide the Customer with a written quotation, comprising any technical, sales, and financial amendments. If the Customer accepts the quotation, the Contract will be changed accordingly, but if the Customer rejects the quotation, the Contract will continue unchanged. Especially with regards to engines maintenance, the Company will strictly comply with the Customer's requests, excluding any other requirements or supplemental task. Hence, through the maintenance task, in the event of discovery of damaged part(s) which is not covered by the Quotation, the Company will immediately inform the Customer and will wait for a modified Quotation (if any), without incurring any liability whatsoever.

**2.4 Personnel.** The Company undertakes to ensure that the person(s) performing the Services shall have the necessary qualifications and skills to perform the Services. The Customer may request the replacement of a member of Company's personnel performing the Services for health and

safety reasons only. The Company shall manage and supervise its personnel who shall remain under its exclusive hierarchical authority at all times.

**2.5 Non-exclusivity.** Nothing in the Contract shall be construed as creating an exclusive relationship between the Parties.

## 3. FINANCIAL CONDITIONS

**3.1 Price of Services:** The Price is defined in the SC and/or the Quotations. Except provisions to the contrary, the Price of Services does not include the industrial or intellectual property rights resulting from Services. Price may be a fix price or calculated according to agreed rates (time and material price) as agreed among the Parties.

**3.2** In the absence of a stipulation to the contrary, (i) the Price of Services is established in Euros; (ii) the Price of Services performed in France excludes French VAT which shall be paid by the Customer in addition to the Price of Services; (iii) the Price of Services performed outside France includes the taxes and duties applicable in France to these Services (with the exception of VAT), and taxes and duties applicable outside France to these same Services, the latter being paid by the Customer in addition to the Price of Services; (iv) in the event of a withholding tax being levied or taxes or duties of any kind at the time of payment of the Price of Services, the Customer undertakes to take any measure to ensure that the Company receives payment of the Price of Services that it would have received in the absence of such a deduction; (v) the Price of the Services is without taxes, custom duties. The Customer shall pay all taxes and custom duties and reimburse the Company for all taxes and Custom duties imposed against the Company as a result of the Service Provided; (vi) the Price of Services may be subject to an adjustment to cover the additional cost generated for Company by a change in the tax and/or social laws; (vii) the Price may be re-evaluated by the Company in case of prolonged parking of aircraft generating an additional cost for the Company; (viii) the Price may be re-evaluated by the Company in case of buying new jigs and/or tools (directly and/or indirectly) not initially planned in the Quotation and necessary to realize the services ordered by the Customer.

**3.3 Price revision:** All the consequences of unforeseen constraints or economic disruption shall be compensated at the actual cost, excluding tax, to the Company.

**3.4 Invoicing – Payment:** The Customer must pay the Company's invoices within thirty (30) days from the date issued, for each deadline stipulated in the SC or, failing that, on a monthly basis, unless otherwise expressly provided.

**3.5 Advance payments when ordering:** Unless provided otherwise in the SC, the performance of the Services, including any additional work, will be suspended to the payment by the Customer of an advance as defined in the Quotation. The Company shall not incur any liability for delays to the initial state date of Services as a consequence of a delay by the Customer to pay the advance payment when ordering. This advance payment shall be reimbursed in accordance with the terms provided for in the Quotation.

**3.6 Non-payment:** In the event of non-payment on the due date, whatever the cause, shall automatically lead to:

- (a) invoicing of a late penalty, payable from the day following the date of payment indicated on the invoice, calculated in line with applicable law, and an indemnity for recovery costs of 40 euros (or the equivalent in the currency indicated in the Quotation), without a reminder or a formal notice being required until the actual date of payment and/or;
- (b) the Customer cannot claim any ownership or right to use on the deliverables of to the Contract and/or;
- (c) the Company may suspend or interrupt Services without formal notice and without prejudice to its other rights and actions and/or;
- (d) the Company shall have the right to request a cash payment when ordering or payment guarantees for Services and/or;
- (e) The Customer hereby grants to the Company a general and particular lien on all personal property of the Customer or Aircraft's owner on which The Company has performed or have to perform Services for all sums owed or owing to the Company by the Customer. If the Customer has not paid all such sums to the Company within sixty (60) Days after the date on which the sum was due, the Company may, in addition to any other rights it may have at law or under this Agreement, take possession of and sell the Customer's and/or the Aircraft owner's property and may apply the proceeds of any such sale to satisfy the sum due. The Company shall credit any amount realized by the Company from any such sale that is in excess of the sums owed by the Customer toward the Company's account to be applied against invoices for future Services. If the Company, because of the operation of law or otherwise, cannot place, enforce, or otherwise realize upon a lien on the Customer's and/or the Aircraft owner's property, the Company may retain possession of

any of Customer's and/or Aircraft owner's property in its possession until the Customer or the Aircraft's owner pays all amounts owing to the Company. The Customer shall not be authorised to withhold or defer payment of any amount owed to the Company even in the event of a dispute or complaint to the Company.

**3.7** The Company is entitled to claim a reasonable price increase as a consequence of additional costs incurred due to Customer's instructions or changes to the work scope made at Customer's request.

#### 4. DELIVERY - RECEIPT - WARRANTIES

**4.1 Delivery:** The delivery times are set out in the Quotations or, failing that, in the SC. Unless stipulated otherwise by the SC and/or the Quotation, the services will be delivered according to the Incoterm EXW (2020 version), including Equipment re-selling considered as EXW from Equipment Manufacturer facility.

**4.2 Receipt:** The Customer agrees to proceed with receipt of the component parts of the Services. Acceptance of the Services shall be recorded either in the SC or by the reports of monthly reviews of the Services, consisting of the review of the Services performed and expenses incurred during performance of the Contract. Similarly, the performance of the Services may give rise to the delivery of deliverables. It is the Customer's responsibility to check the content of the deliverables delivered to it and to put any justified reservations in writing. Unless otherwise stated in the SC or on the delivery note, receipt is deemed to have occurred without incident if the Customer fails to state any reservations within fifteen (15) calendar days of delivery of the Services. In any case, any reservations may relate only to compliance of the Services with the order. Notwithstanding any stipulation to the contrary, the use by the Client or its co-contractors of all or part of the Services is considered as a final acceptance, without reservation, of the Services.

**4.3 Warranties:** The Company shall provide for a warranty in relation to the Services for a period of twelve (12) months starting from the date of acceptance of the Services, without reservations from the Customer, unless otherwise specified in the Contract. The warranty shall be subject to normal use by the Customer of the Services and in compliance with its specifications. By express agreement between the Parties, and in all cases, no other compensation shall be owed by the Company, for any reason whatsoever. The warranty claim should be sent within a maximum of thirty (30) calendar days after the alleged defect has been discovered. Beyond this deadline, any claim shall be dismissed. Under the warranty, the Company is not liable to the Customer for hidden defects. The warranty does not include travel and accommodation fees.

In case of Equipment re-selling, the company warranty is a "back to back" warranty from the one of the Equipment manufacturer.

Any warranty is excluded:

- (i) if the defective design is down to the Customer or has been caused by the Customer,
- (ii) if the operating defect is the result of an intervention by the Customer or a third party on the goods without prior authorisation from the Company,
- (iii) if the defective operation is the result of normal wear and tear, negligence, a fault, lack of maintenance or incorrect handling by the Customer, as well as the refusal to take into account the recommendations or warnings from the Company by the Customer,
- (iv) if the defective operation is the result of a decision by the Customer to proceed themselves, or to proceed through a third party, with any modifications, repairs or interventions on the products or Services,
- (v) in the event of the addition or removal of a protection system (safety, operation, etc.) without the Company's prior agreement.

In following any Customer's notice of defects is proven that the Customer has no justified claim upon the Company for warranty, the Company shall be entitled to charge cost incurred for inspection, analysis, testing and other efforts to the Customer.

#### 5. LIABILITY – WAIVER OF RECOURSE

The Company has an obligation to provide advice to the Customer under an obligation of due care. The Company is only responsible for direct and predictable material damage or loss suffered by the Customer due to the proven fault of the Company, one of its agents, its subcontractors and/or goods which it owns or is looking after, to the exclusion of any damage resulting from a cause extraneous to and not attributable to the Company, up to the limit of the total aggregated Price of the Services per annum. Any legal action against the Company arising from the Contract must be initiated

within two (2) years from the date of the event in connection with which the claim arises.

The Company shall not be held responsible for any delay or violation caused by the Customer. This includes, but is not limited to, the data given to the Company is incomplete, incorrect, not available or sent late, access to the Customer's data and computing resources is delayed or suspended, the Customer's premises are not accessible to the Company's staff, etc. The Customer undertakes to reimburse the Company all costs that result from such events.

Unless otherwise provided by mandatory statutory law, it is the Customer's responsibility, in the event of a dispute, to prove the sole or partial fault of the Company, in particular by reporting its reservations within the aforementioned deadlines. After any violation of theirs is found, it shall be the Company's responsibility to correct or to have its errors corrected according with Section 4.3 above.

Any liability of the Company to the Customer for any indirect, consequential, intangible and/or unpredictable harm and/or damage such as loss of opportunity, loss of contract, loss of an order, loss of production, operating loss, loss of turnover, loss of profits, damage to the image or the brand, unavailability of the installation and/or equipment and/or staff, is expressly excluded. Where liability on the part of the Company is excluded or limited, this shall also apply analogously to the personal liability of the Company's employees, representatives, or vicarious agents. The Customer waives all rights to any recourse against the Company and its insurers and shall not hold them responsible for any actions brought against them by third parties for any liability or for any damages, harm, costs, expenses or losses caused to the Customer or to any third party in connection with the services and which exceed the warranties set forth above. The Customer undertakes to take all reasonable measures to minimise the damage and/or harm that they may suffer in performing the Services. The Company is not responsible for the harm and/or damage created and/or aggravated in whole or in part by non-compliance with this obligation.

To the fullest extent allowed by law, the warranties provided by the Company in the Contract are exclusive and in lieu of all other warranties. Except as expressly set forth in these Terms, the Company excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, with regard to the Services provided under the Contract, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, or that Services or deliverable will be error-free. These disclaimers constitute an essential part of the Contract.

#### 6. COLLABORATION OF THE CUSTOMER

The success of the Services is based on active collaboration in good faith between the Parties. In particular, in order to ensure the proper performance of the Services, the Customer must, within the required timeframes and unless otherwise provided in the SC:

- (a) communicate or instruct others to communicate, in a timely manner, all information, updated, complete and valid input data, studies and documentation relevant to the performance of the Services;
- (b) appoint a contact person who is authorised to represent the Customer and whom the Company may consult at any time on any matter relating to the Contract, and whose instructions, demands and decisions are binding on the Customer;
- (c) Immediately verbally notify the Company, then confirm in writing within two (2) calendar days of becoming aware, of any changes in the content of the Services and/or any difficulties found or potential difficulties in the performance of the Services;
- (d) Provide access to the Company to all aircraft airworthiness documents within (5) days after aircraft's reception and ensure their compliance with applicable European Union laws. In case of absence of the airworthiness documents, the Customer endures all the costs incurred. All services will be suspended while these documents are brought into conformity;
- (e) Allow the Company to make an inventory of aircraft on their arrival at the Company's premises. Ensuring aircraft compliance with European Regulations, particularly those relating to customs and export controls.

If the Customer fails to fulfil its duties to cooperate as agreed or in a timely manner, and as consequence the deadlines defined in the Contract cannot be achieved by the Company, the parties will agree upon new deadlines for the provision of services based on the Company's resources planning. Any additional expenses incurred by the Company due to such context will be reimbursed by the Customer. If the Customer will not fulfil its obligations to

cooperate in a reasonable period outlined within a prior notice issued by the Company to the Customer, then the Company is entitled to terminate the Contract immediately upon written notice.

## 7. INTELLECTUAL PROPERTY - CONFIDENTIALITY

**7.1 Intellectual Property:** In the event that Services include elements of the Customer's industrial or intellectual property, the latter guarantees the Company against all the consequences of legal action which could be brought due to performance of a Service covered by industrial or intellectual property rights.

The Company is authorised to reproduce, modify and re-use the information received and the know-how (methods, processes, etc.) acquired during the performance of the Contract, as well as any reports, documentation, plans, drawings, software and any other information, including technical information, regardless of the medium, in connection with the provision of the Services (and any supplies) without a time limit, excluding the Customer's data and information and subject to the applicable confidentiality provisions.

Each Party shall retain ownership of its know-how, processes, methods and any other intellectual property rights owned by it prior to the performance of the Services.

The Company remains the owner of its know-how, its processes, its methods as well as all intellectual property rights on the studies, reports, documentation, plans, drawings, software, models, prototypes, etc. regardless of the medium, which it owned before the supply of Services or done in the provision of Services to the Customer, who is therefore prohibited from reproducing or using them without the express prior authorisation of the Company which may attach a financial consideration to it.

For any avoidance of doubt, Intellectual Property rights granted according to this article 7 shall bear on the following limited list documents (if any) namely: the Master Data List (MDL), the Supplemental Type Certificate (STC) or the Modification Approval Sheets (MAS), the Service Bulletin (SB), the Mechanical and Electrical installation drawings, the Aircraft Flight Manual Supplement (AFMS), the Instruction for Continued Airworthiness (ICAs), the Ground Test Plan (GTP) and the Flight Test Plan (FTP) Reports, the Permit to Fly (PTF), the Flight Conditions, the Electrical Load Analysis (ELA) impact and Weight and Balance (W&B) impact.

**7.2 Confidentiality:** Any information provided by a Party under the Contract shall be considered and treated as confidential by the Party receiving the information, provided that such information is clearly identified as confidential at the time of its communication, either in writing or orally and subsequently confirmed in writing within ten (10) days of said communication ("Confidential Information"). This also includes all of the Contract documents.

Each of the Parties undertakes not to copy, modify or disclose--directly or indirectly--the Confidential Information without the other Party's prior written consent, except to its Group's companies.

## 8. EXPORT CONTROL

Each Party to the Contract acknowledges that the goods, services or any data provided pursuant to this Contract may be subject to, and controlled by, the export laws and sanctions regulations of France, European Union, the United States and other applicable countries which regulates dual-use goods, software, technology, encryption and certain military items to countries around the world (collectively referred to as "Export Laws"). Each Party agrees to comply with all applicable Export Laws. Goods, services and data required to be provided in accordance with the Contract shall only be supplied in accordance with the then applicable Export Laws. Neither Party shall be required to perform any obligation specified in the Contract that would result in or require it to breach of any applicable Export Laws. All required export licenses and permits must be in place, before applicable goods or data are shipped to or from either Party, and prior to any applicable Services to be provided. The receiving Party may refuse any goods or data shipped prior to proper licensing or equivalent export authorization being obtained and may return any such goods to the shipping Party at that Party's expense. Each Party agrees not to export or re-export the goods or data provided pursuant to the Contract in violation of the applicable Export Laws. Company shall not be liable for any damage or costs incurred by Customer (and/or aircraft's owner) if any delivery or re-delivery of Services and/or aircraft under the Contract or if the performance of any Services is delayed due to the refusal to issue a license by any governing authority.

## 9. SUSPENSION

As the Contract is entered into for a fixed period, the Customer shall not be able to suspend the Services regardless of the cause.

In the scenario where the Services are nevertheless suspended and/or deferred in whole or in part after the date the Contract comes into force for a cause which is extraneous to the Company, the Company has the right to the monthly payment during the suspension period of lump sum, undischarged compensation equal to:

**(Duration of suspension/duration of contract) x amount of the contract**

In addition to such compensation, the Company shall be entitled to charge the Client for any costs incurred as a direct result of such suspension. In the event of the suspension of the Contract, all contractual deadlines are deferred for a period equal to the duration of the suspension. The Parties shall meet at the invitation of the first Party to take action, to negotiate the terms of resuming Services in good faith. The Company may decide to terminate the Contract under the conditions of article 10.3 after thirty (30) days of suspension.

## 10. TERMINATION

**10.1 Due to a fault of the Company:** If the Company does not comply substantially with the stipulations of the Contract, the Customer may terminate the Contract if the Company fails to remedy its failure within one (1) month following receipt of a formal notice written to the Company which goes unanswered.

On the date the Contract ends the Customer shall have to pay the Company the price of the Services already performed under the conditions stipulated in the Contract.

Payment of any other expenses incurred by the Company in connection with the Services shall be subject to negotiation by the Parties, who undertake to negotiate in good faith to come to an agreement.

**10.2 Without a fault of the Company:** Early termination of the Contract and for the convenience of the Customer is not authorised. In case of termination by the Customer, the consequences stipulated in the event of termination due to fault on the part of the Customer shall be applied.

**10.3 Due to a fault of the Customer:** If the Customer does not comply with the stipulations of the Contract, the Company may terminate the Contract if the Customer fails to remedy its failure within one (1) month following receipt of a formal notice written to the Customer which remains unanswered.

In this case, the Customer shall pay the Company the Price of Services performed on the date the Contract effectively ends as well as compensation for early termination of the Contract, the amount of which shall be negotiated in good faith between the Parties. This termination compensation shall not be a lump sum and construed as a full discharge of liability, since the Company retains the right to claim compensation for additional expenses or actual loss and damages it has suffered.

Payment of any other expenses or damage incurred by the Company in connection with the Services shall be subject to negotiation by the Parties, who undertake to negotiate in good faith to come to an agreement.

The Company shall be entitled to cancel the Contract if, following conclusion of the Contract – but before the Service is provided by the Company – there is a substantial deterioration in the Customer's financial situation sufficient to jeopardize the Company's claim for payment or if the Customer has provided false information on his creditworthiness prior to conclusion of the Contract. The right to cancel the Contract shall not exist if the Customer eliminates the risk of endangering the Company's claim for payment by providing securities within a reasonable period of time.

**10.4 Termination by one of the Parties:** The Contract may be terminated automatically with immediate effect in the event of (i) court-ordered liquidation, legal redress or any other similar legal event by the other Party unless there are legal provisions to the contrary or (ii) Force Majeure.

Notwithstanding the foregoing, upon termination of the Contract for any reason whatsoever, the Customer shall pay to the Company all outstanding Price and reimbursable expenses due to the Company under the Contract to the date of termination. Any accrued rights or liabilities of either Party or any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination, shall not be affected.

## 11. FORCE MAJEURE - HARDSHIP

**11.1 Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under the Contract (other than a payment obligation) due to a Force Majeure event, and if such Party shall have used its best efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, and such non-performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such Party is not able to perform within three (3) months after the event giving rise to the excuse of Force Majeure, the other Party may terminate the Contract, without prejudice to the rights of the first Party, by giving not less than thirty (30) days' notice to the other. Force Majeure is not effective to delay payment for more than ten (10) business days.

**11.2 Hardship:** The Parties undertake to use their reasonable endeavors to fulfil the conditions and obligations arising from the Contract. However, if, as a result of economic or commercial circumstances arising after the conclusion of the Contract and outside the normal expectations of the Parties, the contractual relations are modified to such an extent that the performance of one of the Parties is prejudiced, the Parties undertake to negotiate in good faith the revision of the stipulations concerned so as to remedy this inequitable effect. If (i) an unpredictable event/situation occurs after the time of conclusion of the Contract, (ii) such event/situation consisting in a change in circumstances, unforeseeable at the time of the conclusion of the Contract, unrelated to one of the Parties' action or conduct and (iii) the event/situation has a direct causal relation in making the performance excessively onerous for one Party, causing a major imbalance in the Contract so that the performance of contractual obligations by the respective Party requires a disproportionate effort, then that Party may request for a renegotiation of the Contract's conditions, and submit to the other Party the new price/services adjustments. The Parties shall meet each other as soon as possible in order to renegotiate in good faith the terms of the Contract, and in case the Parties cannot reach to an agreement, then the affected Party will be entitled to early termination according to article 10.

## 12. PERSONAL DATA

The data submitted by the Company when they contain Personal Data such as defined in article 4 of EU Regulation No. 2016/679 relating to the protection of natural persons with regard to processing personal data, and to which the Client may have access in performing the Contract, is strictly confidential whether or not it is identified as "Confidential" and is governed by this article. In application of EU Regulation No. 2016/679, the Customer is notably prohibited from communicating it to third parties, reproducing it, extracting it or undermining the security of the processing of this Data.

In addition, the Personal Data communicated, collected or produced in performing the Services, may not be the subject of any operation or integration in a file and this, whatever the nature of the operation or process used, other than those provided for in the Contract.

The Customer in particular undertakes to meeting the following obligations and ensuring they are complied with by its staff and its sub-contractors if applicable:

- (a) not to use or integrate Personal Data in a file and this, whatever the nature of the operation or process used, except in cases expressly provided for in this Contract;
- (b) only intervene on the instructions of the Company and consequently only process the Personal Data in accordance with the written instructions of the Company and refrain from any personal use, including for commercial purposes;
- (c) not to disclose Personal Data to third parties, and this including the Customer's sub-contractors, apart from cases expressly provided for in the Contract or in the absence of written authorisation from the Company, or apart from cases provided by a legal or regulatory provision;
- (d) only make Personal Data accessible and available to view to duly empowered and authorised personnel because of their duties and role, strictly within the limits of what is necessary for them to fulfil their duties;
- (e) adopt all the necessary measures to ensure the security, integrity, confidentiality and control of disclosing Personal Data. Furthermore, the Customer undertakes to take any technical measure and appropriate guarantees to protect Personal Data against accidental or unlawful destruction, accidental loss, an alteration, disclosure or unauthorised access. If the Customer has knowledge of or suspects the occurrence of one of the violations referred to above, they undertake to notify the Company immediately of the nature and scope of the violations and to assist the Company free of charge to carry out any action to remedy or deal with this, including by notifications to the competent authorities and the persons concerned by the violations;
- (f) resort exclusively to the means of processing personal data located in the territory of a member country of the European Economic Area;
- (g) return or destroy, in accordance with the processes and terms previously agreed between the Parties, all Personal Data processed on behalf of the Company in an automated or manual manner.

The Customer guarantees against and compensates the Company for any damage resulting from breaching the provisions of this article. This article shall persist for an indeterminate period until the termination or expiry of the Contract for any reason whatsoever.

## 13. TRANSFER AND SUB-CONTRACTING

**13.1 Transfer:** The Customer shall not be able to assign, delegate or transfer for any reason whatever, all or part of the rights and obligations arising from these terms and conditions or the Contract or the order without the prior agreement of the Company.

The Company has the right to assign, delegate or transfer all or part of the rights and obligations arising from these terms and conditions or the Contract to any Company controlled, directly or indirectly, by it within the meaning of article L. 233-3 of the French Commercial Code.

**13.2 Sub-contracting:** Unless expressly stipulated otherwise in the Contract, the Company is authorised to subcontract all or part of the provision of its Services, in compliance with the legal provisions in force.

If the Company provides a service as a sub-contractor, the Customer undertakes to comply with the provisions of law no. 75-1334 of 31 December 1975, and in particular to obtain the approval of the contracting party on the quality of the Company's sub-contractor and their terms and conditions of payment. Failing that, the Customer shall immediately provide a bank guarantee for the total amount of the Services, and, in the absence of bank authorisation or guarantee, the Company shall be able to unilaterally terminate the Contract in question.

**14. MISCELLANEOUS**

**14.1 Ethics, environmental and social responsibility:** The Customer, including any of the Customer's Affiliated Companies, commits to the highest ethical and integrity standards and, in particular the Universal Declaration of Human Rights, the Ten Principles of the United Nations Global Compact, the UN Principles for Business and Human Rights and the OECD Principles for Multinational Enterprises.

**14.2 Independent Contractors:** These Terms and the Contract are intended to create an independent contractor relationship between the Parties, and not an employee, agent or authorized representative relationship. Each Party's employees or subcontractors shall not be construed as the other Party's employees. Each Party shall manage its personnel and be free to exercise independent judgment as to the manner and method of performance of the Services. No agency, partnership, joint venture, employer-employee relationship, or other business combination between the Customer and the Company is intended or created by these Terms or the Contract. Neither Party shall have the right, power or authority to act or create any obligation, express or implied, on behalf of each other. Without limiting the foregoing, neither Party shall make any representations or warranties to third parties on behalf of the other Party.

**14.3 Language:** If there is any conflict between the English version and any translated version of these Terms, the English version shall govern.

**14.4 Severability:** Should any part of the Contract be deemed invalid or non-applicable, the Parties accept that the remaining terms of this Contract shall remain in force. In addition, the Parties agree to immediately enter into negotiations to replace the invalid or non-applicable part while retaining its meaning and its scope;

**14.5 Communication and Customer Trademarks:** The Customer authorizes the Company to use, reproduce and disclose to the public the Customer's Trademarks, either jointly or separately, in whole or in part, only as a commercial reference on: (i) external (open to general public) and intranet web sites belonging to the Company; (ii) promotional, marketing and advertising documents; (iii) internal and external communication of the Company (seminaries, business conventions...). The Company shall always use the Customer's Trademarks in strict compliance with the graphic elements and official filings of Customer's Trademarks (graphics, colors and decorative elements) as provided by the Customer to the Company. The Company shall systematically set out the character "®" or "©" following the Customer's Trademarks, when required by law. This authorization is granted as free, worldwide, revocable, non-transferable, non-exclusive for the duration of the Contract and for a period of five (5) years from the date of its expiration or early termination, unless it is revoked earlier by the Customer. Unless further extended by Customer's written approval, in case of expiration of such authorization, in case of revocation by the Customer, or in case of definitive termination of the commercial relationships between the Customer and the Company, the latter shall cease immediately any use of the Customer's Trademarks.

**14.6 Governing Law and Jurisdiction:** Any controversy or claim arising out of or relating to the Contract, these Terms and/or the breach thereof shall be interpreted and governed by the laws of France, and all disputes arising out of or in connection with the Contract shall be finally settled by the competent courts from the city where the Company has its registered office, and each Party irrevocably waives any objection to the venue or jurisdiction of such courts. The Parties agree that the United Nations Convention for the International Sale of Goods shall not apply.