

## GENERAL TERMS AND CONDITIONS OF SALE

### ARTICLE 1. CONFIDENTIALITY

The Parties shall keep confidential any information of any kind whatsoever, whether written or oral, which may be communicated to it by the other Party in connection with the performance of this contract.

They undertake to take the necessary measures, particularly with regard to their staff and third parties, to ensure that such information is kept confidential.

In the event of termination of the contract, for whatever reason, each of the parties undertakes to return all documents provided by the other party in the performance of the contract.

This obligation of confidentiality continues for a period of five (5) years beyond the expiry of the contract, for whatever reason.

This confidentiality undertaking does not apply to the supervisory authorities, to the administrative authorities for information which must be communicated to them in application of legislative and regulatory provisions, or to information which has fallen into the public domain.

### ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS

The Service Provider assigns exclusively, without exception or reservation, to the Customer, from the date of full payment of the price, all intellectual property rights to the reports it has drawn up. The content of the report communicated by the Service Provider forms an indivisible whole and the Assignor therefore undertakes not to modify it.

With the exception of the aforementioned reports, the Service Provider remains the owner of all intellectual property rights on the studies, methods, know-how, etc., developed (even at the Customer's request) during the performance of the Service. The Client benefits from a non-exclusive right of use of these studies, methods, know-how, etc., but is prohibited from transferring, transmitting, reproducing or exploiting them for the benefit of a company which it controls or which controls it within the meaning of Article L. 233-3 of the French Commercial Code, or more generally of a company in the same group.

The Service Provider guarantees the Customer against any infringement action that may be brought against it by any third party as a result of the performance of the contract and/or the use and exploitation of the reports.

### ARTICLE 3. PERSONAL DATA

The personal data that may be collected by the Service Provider in the course of providing its Service are collected under the conditions provided for by the applicable legislation on the protection of personal data, and in particular by European Regulation n°2016/679, known as the "RGPD".

Personal data is only kept for the purpose of fulfilling Orders and any applicable guarantees. The data controller is the Service Provider. Access to personal data is strictly limited to employees of the data controller who are authorised to process such data by virtue of their duties. The information collected may be communicated to third parties bound to the Service Provider by contract for the performance of sub-contracted tasks, without the need to obtain the Customer's prior consent.

As part of the performance of their services, third parties only have access to data limited to the nature of the task to be performed, and

are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Service Provider undertakes not to sell, rent, transfer or give access to the data to third parties without the Customer's prior consent.

In accordance with the applicable regulations, the Customer has the right to access, rectify, delete and port data concerning him or her, as well as the right to object to the processing on legitimate grounds, which he or she may exercise by contacting the data controller at the following postal or e-mail address: [contact@theraxel.fr](mailto:contact@theraxel.fr).

### ARTICLE 4. RESPONSIBILITY

The Service Provider undertakes, as an obligation of results, to perform its obligations with all the care customary in its profession and to perform them in accordance with the rules of the trade.

From the time of delivery of the deliverables referred to in the quotation (protocols, instructions, reports, etc.), the Customer shall be responsible for the use, exploitation and distribution of the content contained therein. The Customer hereby releases the Service Provider from any liability in respect of the use, exploitation and distribution of the content of the said reports and indemnifies the Service Provider against any action that may be brought against it as a result.

The Service Provider cannot be held responsible for the ineffectiveness of the corrective actions, if the Customer has not followed or complied with the Service Provider's recommendations and recommendations, or has not applied them correctly.

The Customer expressly waives, both on its own behalf and on behalf of its agents and assigns, and on behalf of its insurers, in any capacity whatsoever, the right to take any action against the Company for indirect or consequential damage, whether material or immaterial, such as (but not limited to) loss of equipment, operations, production, profits, data or enjoyment, resulting from or related to the performance of the Services, regardless of the identity of the person who suffered the said damage.

In any event, the Service Provider's liability under this Agreement may not exceed the limit of the insurance cover granted by ALLIANZ Assurances to the Service Provider.

### ARTICLE 5. INSURANCE

Each of the parties declares that it is insured, in particular for professional civil liability, with a reputable and solvent company established in France, and that it keeps all its insurance policies up to date, to cover all damage caused to the other party or to any third party as a result of the performance or non-performance of the contract.

Each party undertakes to justify this at the first request of the other party.

### ARTICLE 6. TRANSFER OF CONTRACT

As this Contract is concluded *intuitu personae*, the Parties expressly agree not to assign or transfer to a third party, in whole or in part, the rights and obligations arising hereunder without the express prior agreement of the other Party.

Notwithstanding the foregoing, the Service Provider may, where applicable, transfer the rights and obligations hereunder to any

company which controls the Service Provider, which is controlled by the Service Provider or which is jointly controlled by the same persons as those jointly controlling the Service Provider, after notifying the Customer, in particular in the context of a contribution to a company, a merger, a transfer of business assets, a change of control within the meaning of Article L. 233-3 of the French Commercial Code, or generally in the context of any internal restructuring of the Service Provider. 233-3 of the French Commercial Code, or more generally for any operation that occurs in the context of an internal restructuring of the Service Provider.

#### **ARTICLE 7. SOLICITING STAFF**

The Customer shall not solicit, with a view to recruitment, hire or, more generally, employ, directly or indirectly, any of the Service Provider's employees, whether salaried or not, even if the initial solicitation is made by the employee, without the Service Provider's prior written consent.

This prohibition applies for the duration of the contract and for 12 months following its termination for any reason whatsoever.

In the event of a breach of this prohibition, the Customer shall be required to pay the Service Provider, by way of penalty clause, a fixed and final indemnity in full discharge of its obligations in an amount equal to fifty thousand euros (€50,000) per person solicited or hired.

#### **ARTICLE 8. SOCIAL REGULATIONS**

In accordance with legal provisions, the Service Provider will deliver to the Customer, on conclusion of the contract and until its expiry, every one (1) year, calculated from the anniversary date, the social declaration certificates issued by the social protection body responsible for collecting contributions.

Failure by the Service Provider to produce these documents will entitle the Customer to withhold all or part of its payments, and if the default persists beyond a period of 30 days counted from the aforementioned period of 3 days, to terminate the contract for default.

#### **ARTICLE 9. MAJOR FORCE**

In the event of the occurrence of any event beyond the control of the Service Provider that prevents or delays the performance of the Service, considered to be a case of force majeure within the meaning of Article 1218 of the French Civil Code, the Service Provider may notify the Customer of the suspension of performance of the Contract for a period of 2 months. At the end of this period, the Contract will be terminated by operation of law unless the Parties agree otherwise, without compensation on either side.

In addition to the cases of force majeure recognised by French case law, this will apply in particular in the event of events occurring at the Customer's or the Service Provider's premises, such as: lock-outs, strikes, fire, flooding, damage to equipment, accidents, damage to telecommunications networks, Internet connectivity, electricity distribution, riots, war, epidemics, pandemics, administrative measures restricting freedom of assembly or movement, terrorist attacks, embargoes, etc.

#### **ARTICLE 10. MODIFICATION OF THE TERMS OF THE CONTRACT**

Any change to the terms of the contract will require written agreement. No modification may be inferred from the conduct of either party.

#### **ARTICLE 11. INVALIDITY - SEPARABILITY**

If one or more of the provisions of these General Terms and Conditions of Sale is or becomes invalid, unlawful or unenforceable, the other provisions shall in no way be affected or reduced as a result.

#### **ARTICLE 12. ELECTION OF DOMICILE - DISPUTES**

For the performance of this Agreement, the Service Provider and the Customer elect domicile at their respective registered offices.

This Contract, its validity, interpretation and performance shall be governed by French law.

Any dispute or controversy between the Service Provider and the Customer arising from the interpretation, performance or termination for any reason whatsoever of this Agreement shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the commercial court of Nanterre. However, the Parties shall first endeavour to reach an amicable settlement of their dispute.

The competent court will be seized by the most diligent Party after one of the Parties has indicated its desire to resolve the dispute amicably by registered letter with acknowledgement of receipt which has remained unanswered or without a satisfactory response within 30 days.

#### **ARTICLE 13. CUSTOMER ACCEPTANCE**

These General Terms and Conditions of Sale are expressly approved and accepted by the Customer, who declares and acknowledges that they are fully aware of them, and thereby waives the right to rely on any contradictory document, in particular its own general terms and conditions of purchase, which may not be invoked against the Service Provider, even if it is aware of them.