

GENERAL TERMS OF SERVICE

1. General Provisions – Scope

- a) These General Terms of Service (the « **General Terms** ») apply to all orders for services between the YPSO-FACTO group (« YPSO-FACTO ») and its clients (the « **Client(s)** »), including without limitation to any consulting, study, research and/or development service, hereinafter referred to as the « **Service(s)** ». These General Terms set forth the mutual rights and duties of YPSO-FACTO and of its Clients.
- b) These General Terms also apply more generally to all business relations between YPSO-FACTO and its Client, despite any clause to the contrary in any existing general terms of purchase of the Client. The sending of a purchase order by the Client implies its full acceptance of these General Terms, without reserve. These General Terms shall therefore automatically prevail on any general terms of the Client, unless otherwise specified in writing by YPSO-FACTO.

2. Quotations – Orders

- a) The Client shall provide to YPSO-FACTO sufficiently in advance with its specifications, the specific definition of its needs, its possible technical specifications or any useful or necessary information for the adequate preparation by YPSO-FACTO of its quotation and for the definition of the scope of the Services.
- b) The prices offered by YPSO-FACTO upon the establishment of its quotations are based on the specifications, the information and data provided by the Client. Such prices and the performance terms may be revised by YPSO-FACTO in the event such specifications, information or data of the Client are inaccurate or incomplete.
- c) The purchase order of the Client shall become effective only when confirmed by YPSO-FACTO in writing.

3. Service Performance Time - Delivery

- a) The Services performance time starts on the day of the receipt of the accepted quote and of YPSO-FACTO's acceptance of the Client's purchase order. Unless otherwise provided, each Service ends with the provision to the Client of the final Service report prepared by YPSO-FACTO.
- b) The final time-schedule of the Services will be set by common agreement between the Parties. It may be the subject of adaptations in the event of a request for a change in the scope of the Services by the Client.
- c) YPSO-FACTO shall make commercial reasonable efforts to meet the Service schedule defined by common agreement with the Client. YPSO-FACTO's liability shall not be incurred other than in the event of significant delays in relationship to the contractual schedule chargeable to YPSO-FACTO, it being understood that YPSO-FACTO's liability cannot be incurred in the event of any late delivery of the Service due to the Client itself (for instance delay in sending the necessary information or documents for the Service, unavailability of the contact persons of YPSO-FACTO at the Client's ...). Further, the liability of YPSO-FACTO shall not be incurred in the event of any delay due to a force majeure event and more generally in case of external circumstances preventing, reducing or delaying the performance of the work of YPSO-FACTO or causing an excessive increase in its commitments. In those events, the delivery times of YPSO-FACTO shall be extended by a period corresponding to the duration of those circumstances, without damage payments.

4. Change in the Services

The scope of the Services, the specifications or a purchase order may be changed throughout the course of the Service, either on the Client's request or on the request of YPSO-FACTO. To become effective, such changes shall be the subject to a mutual agreement of both parties, formalised in a written amendment signed by their authorised representatives. Such amendment shall determine the outlines and scope of the new Services, as well as the new applicable time-schedule allotted and the price change, if any.

5. Quotation Validity Period

Unless otherwise provided each quotation, commercial proposal or estimate issued by YPSO-FACTO shall remain valid for a period of one (1) month as from its issuing date. After that time YPSO-FACTO reserves the right to change the price, the time-schedule and/or other Services performance terms.

6. Mutual Undertakings

- a) YPSO-FACTO agrees to efficiently use all its experience and know how to successfully complete in the best possible conditions all Services that it is entrusted with.
- b) YPSO-FACTO may sub-contract all or part of the Services, after informing the Client thereof. YPSO-FACTO shall remain in any case responsible for its possible sub-contractors.
- c) The Client shall provide to YPSO-FACTO any information, any report or any document regarding the Client's activities or projects that could be useful or necessary to YPSO-FACTO, or that YPSO-FACTO should be aware of, for YPSO-FACTO's successful performance and completion of the Services. YPSO-FACTO shall ask the Client as needed for any necessary information and agrees to inform it regularly of the progress and possible difficulties in its Service.

7. Confidentiality

- a) Any information provided by one party to the other, verbally or in writing, regarding its concepts, ideas, strategies, procedures, processes, specifications, documents, drawings, calculations, plans and any item, sample, specimens, including its know-how, its intellectual property and any elements of information, documents and legal, technical or business database (the « **Information** ») shall be treated as strictly confidential information by that other party and shall not be provided to any third party without the disclosing party's prior and written consent. The said Information shall be exclusively used by the parties for the purpose of the performance of the respective Services.
- b) This mutual confidentiality clause shall remain effective throughout the whole term of the performance of the respective order and for 5 years following the end date of each Service.

8. Intellectual property

- a) Each party agrees to comply with the Information and all intellectual property rights of the other party.
- b) The Client warrants and represents to YPSO-FACTO that all Client's Information and data, products, materials, processes provided or communicated to YPSO-FACTO by the Client or on behalf of the Client is the lawful property of the Client, or is validly and lawfully licensed to the Client, and that the access to, use or change of such information, data, products, materials, processes of the Client by YPSO-FACTO in the framework of YPSO-FACTO's performance of the Services is lawful and does not breach or infringe any right of third parties. Therefore the Client shall indemnify and hold YPSO-FACTO harmless from and against any dispute, claim, litigation, damages, losses or actions from third parties alleging that their rights could be the subject of any infringement or potential infringement by YPSO-FACTO and/or the Client.
- c) Unless otherwise provided, YPSO-FACTO agrees, after the full payment of the price of the order by the Client, to formally transfer to the Client according to the terms of the order, the Results of the Service. The Client shall then be responsible for taking all necessary measures for the operation of those transferred Results.

9. Price – Payment terms

- a) Unless otherwise agreed to by YPSO FACTO, YPSO-FACTO's invoices shall be paid within thirty (30) days as from the invoice date. The Client shall pay additionally the VAT and all taxes and customs duties and other similar costs possibly applicable.
- b) Any Service shall be the subject to one or more invoices stating the estimate number, the charged price detail, possible discounts and related costs.

- c) Unless otherwise specified the invoices shall be paid by cheque or wire transfer.
- d) In the event of any late payment invoices or failure to pay by the Client, the amounts due shall become immediately effective as from the day following the term date, until the date of the payment of all amounts owed, with no injunction nor further formality. The Client shall also automatically bear with no prior injunction, a late payment penalty equal to the legal late payment interest rate + 3%, without prejudice to any other right of YPSO-FACTO.
- e) The Client shall not delay any of the payments owed nor carry out any compensation, even in the event of a dispute with YPSO-FACTO, whatever the reason of such dispute.

10. Warrantees – Liability Limitations

- a) YPSO-FACTO warrants the professional performance of the Services and agrees to make commercial reasonable efforts to perform such Services in compliance with the contractual terms, including delivery times. YPSO-FACTO shall act as simple advisor and / or consultant to the Client; it is therefore agreed that that due to the uncertainty related to the very nature of the Services (study services, consulting, research and/or development ...), YPSO-FACTO does not warrant that the objectives or deliverables expected by the Client will necessarily be successfully completed or completed within the contractual time-schedule, despite YPSO-FACTO's efforts to do so.
- b) Any recommendation, any technical or scientific advice or guidelines given by YPSO-FACTO within the framework or upon the completion of the Services, whether given verbally or in writing or through tests or analytical results, shall only reflect the own experience of YPSO-FACTO's consultants. Such advice is given in good faith, for purely professional purposes but with no warrantees or guarantees by YPSO-FACTO.
- b) The use and/or implementation of the advices, guidelines or recommendations of YPSO-FACTO by the Client in its laboratories, workshops or facilities are undertaken at the exclusive risks of the Client. The responsibility of YPSO-FACTO shall not be incurred as a result of the decisions or orientations made by the Client based on the Services performed by YPSO-FACTO or based on the reports provided by YPSO FACTO.
- c) YPSO-FACTO shall incur no responsibility nor any liability for any punitive damage or indirect or non-consequential losses or damages of the Client including but not limited to production or operational losses, profit losses, productivity losses, financial or business losses, arising – directly or indirectly – from the Services and/or their consequences. Notwithstanding any other term or applicable provision of these General Terms or any other contractual agreement, the liability of YPSO-FACTO for each Service shall also be in any case limited to the total amount of each Service performed for the Client. The Client waives any other claim against YPSO-FACTO beyond that amount and agrees to secure such a waiver from its own insurers.
- d) In any case, in the event of any loss sustained by the Client, the latter shall mitigate its potential or existing damages as much as possible.

11. Disputes – Settlement

- a) It is agreed by YPSO-FACTO and the Client that should a dispute arise between them in connection with a Service, an order, a contract or these General Terms, the Parties shall try to promptly find, in good faith, an amicable solution and try to reconcile before any legal action. To that effect, the claiming party shall state its claims by registered mail with receipt confirmation to the other party and suggest holding a meeting. Failing reaching an amicable solution within one month following the receipt of the letter containing the claims, and provided at least one conciliation meeting took place between the parties, the parties shall recover their freedom of action.
- b) These General Terms are exclusively governed by the laws of France excluding any other law. Any dispute relating to the interpretation and performance of these General Terms shall be brought exclusively to the Business Court of Nancy, France.

12. Termination

In the event of any breach of contract by the Client or any failure by the Client to comply with its duties resulting from a purchase order or a contract, YPSO-FACTO shall be allowed, through a written notification sent to the Client, and without prejudice to any other claim of YPSO-FACTO, to terminate all or part of the respective contract or purchase order without any responsibility or liability whatsoever. In addition, YPSO-FACTO shall be allowed to be reimbursed by the Client for all costs and expenses incurred by YPSO-FACTO as a result thereof and to seek compensation for any loss or damage it sustains in connection with the Client's late performance or failure to perform the respective contract or purchase order. In addition, YPSO-FACTO shall be exempted from any undertaking to the Client.

13. Force Majeure

- a) The party victim of a force majeure event shall immediately inform the other party in writing of the said event and provide any useful information and supporting document in relation to that force majeure event and its possible expected duration. The force majeure events shall be those specified by the French Civil Code and relating case law.
- b) If a force majeure event affects a party, that party shall not be held responsible for any failure to perform its contractual duties. In addition, YPSO-FACTO shall have reasonable additional time to perform its duties.
- c) No force majeure event preventing the use of the results of the Services or reducing the needs of the Client shall allow it to suspend or delay the payments owed nor to terminate any part of the respective orders.
- d) Should a force majeure event make it impossible to perform an order for a term of over two months, the order may be automatically terminated without any formality by one of the parties.

14. Non-Solicitation

The Client agrees that, during the term of performance of any Service and for a period of 24 months thereafter, the Client shall not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee, representative, consultant or agent of YPSO-FACTO to leave YPSO-FACTO for any reason whatsoever, or hire any employee, representative, consultant or agent of YPSO-FACTO.

15. Final Provisions

- a) Unless otherwise agreed in writing by YPSO-FACTO, no change made by the Client to these General Terms may bind YPSO-FACTO, whether indicated in the order form of the Client or in any other document. Any contractual change made on the Client's request and accepted by YPSO-FACTO may result in a change in the prices and delivery of the Service.
- b) No failure to exercise any part of its rights by a party shall constitute a waiver or cancellation of that right.
- c) Should it appear that some of the provisions of these General Terms are invalid, unenforceable or illegal in full or in part, or cannot be applied for any reason, the other provisions of these General Terms shall remain unchanged and shall continue to apply to the parties.
- d) The specific provisions of a contract, of a purchase order accepted by YPSO-FACTO, of an agreement signed by the Client and YPSO-FACTO and including specific clauses that may conflict with these General Terms shall prevail on the respective provisions of the General Terms.
- e) The Client shall not transfer any contract, nor any purchase order or rights arising from these terms, nor any claim owed by YPSO-FACTO, to any third party, without YPSO-FACTO's prior written consent.
- f) The reports, deliverables or results shall be provided to the Client in French or in English. Should the Client ask YPSO-FACTO to translate any technical document, reports, deliverables, minute, etc... into any other language, the corresponding translation costs shall not be included in YPSO-FACTO's prices and quotations and shall be charged as extra costs to the Client.