



General Terms and Conditions of Sale

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1- General Provisions

These General Terms and Conditions of Sale, hereinafter GTCS, constitute the agreement governing the relationship between Cosmos Consulting (hereinafter Cosmos Consulting or the Service Provider) and its Clients throughout the term hereof as regards sales of services. Unless the Service Provider and Client have signed a separate contract, provision of the Services is governed by these GTCS. Any order placed and any contract concluded with the Cosmos Consulting implies the Client's full, complete and unconditional acceptance of these GTCS. The fact the Service Provider fails to enforce any clause stipulated in its favor in these terms and conditions cannot be construed as a waiver on its part of enforcement in future.

2- Nature of service provision

Cosmos Consulting supports and guides its Clients in the design, installation and development of computer applications and/or software, technical support and user training.

3- Quotation and order

The Service Provider undertakes work at the Client's express request. A free quotation or contract will be produced for any service provision. The quotation is sent by the Service Provider to the Client by post or electronic and states:

- The type of service provided;
- The price for the service excluding taxes;
- The amount of any discount or rebate;
- The payment terms;
- A work schedule itemizing the actions and obligations incumbent upon the Client and Service Provider, and forecast completion timescales;
- The quotation validity period;
- The Client's full and unconditional acceptance of the present GTCS.

An order will only be approved after receipt by post, fax or e-mail of the quotation or contract duly signed and dated with the wording "Agreed and accepted" written by the person legally responsible alongside the company stamp, accompanied by the first down payment. The quotation will be deemed cancelled and the Service Provider reserves the right not to commence service provision in the event the Client fails to communicate its agreement and make the down payment, or if the validity period expires.

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4- Financial terms and conditions

All the Service Provider's invoices are payable 30 days after the invoice date, preferably by credit transfer. If payment is later than the contracted terms, interest will be charged on the sum owed from the due date until it is paid in full. The interest rate applicable is the half-yearly guideline or refinancing rate of the European Central Bank (ECB) in force on 1 January or 1 July plus 10 percentage points. A statutory fixed charge for debt collection costs of forty euros (€40) is also due by virtue of French government order no. 2012-1115. No prior formality is required. Notice is deemed served on the Client by the simple fact that the due date has been missed. This measure is not a penalty; its purpose is to remunerate the *de facto* credit period granted by the Service Provider. Failure to pay any one invoice by its due date constitutes grounds for the Service Provider to suspend its service provision, with advance notice served by registered mail, until full payment of the sums owed. Under such circumstances, the Service Provider cannot be held liable for exceeding any contract deadlines relative to service provision. If services performed by the Service Provider's staff are deemed unacceptable because they are not of the required professional standard, the Client reserves the right, after serving duly detailed notice to the Service Provider, to refuse, by registered letter with proof of delivery, all or part of the price for the relevant month invoiced in the month following the offending service. Payment is effected by credit transfer. Payment by check is accepted as an exception and with the Service Provider's express agreement. No discount will be granted in the event of early payment.

5- Electronic communications

The Parties may communicate with each other using electronic methods. In such circumstances, the following presumptions apply:

- The presence of the sender's e-mail address in an electronic document is sufficient to identify the sender and establish the authenticity of said document;
- An electronic document containing the sender's e-mail address constitutes a signed written document from the sender for legal purposes;
- An electronic document or any printout of such a document, kept in accordance with standard commercial practice, is deemed an original;
- The Parties may also communicate with each other by fax.

6- Contract termination by the Parties

6.1 Termination

The duration of service provision is stipulated in the quotation or the contract, if any. The Parties each reserve the right to terminate the contract at any time in the event of a breach by the other Party of any of its obligations in respect of the contract, without prejudice to any damages that could be claimed from the Party in breach. In such circumstances, the contract will come to an end ten (10) business days after the terminating Party sends a registered letter with proof of delivery stating the reason for termination, provided that the other party has not made good the situation within the ten

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(10) day period. Where it is impossible to make the situation good within the aforementioned period, the terminating Party will be permitted to terminate the contract immediately. Either Party may terminate the contract immediately if either party ceases to trade, becomes insolvent, enters administration or liquidation, or under any other circumstances producing the same effects, after sending formal notice to the court-appointed administrator (or liquidator) if no response is received within one month, in accordance with the legal provisions in force. If the contract expires or is terminated: • The service provision contract will automatically come to an end on the same date; • The Service Provider is released from its obligations in relation to the subject matter hereof on the date of contract termination or expiry; • The Service Provider undertakes to return all documents and data provided by the Client to the Client no later than thirty (30) business days after termination or expiry of the contract. In the event of termination of the agreement by the Client, the Client is liable for any unpaid sums equating to services performed up to the effective termination date.

6.2 Unilateral termination by the Service Provider

The Service Provider can terminate the contract at any time provided the Client is notified of the decision by registered letter with proof of delivery at least two (2) months before the intended end date.

6.3 Termination for breach

The contract may in any event be terminated at any time by either Party in the event of a serious breach of an obligation stipulated herein. However, such termination can only occur after the serving of formal notice by registered mail with proof of delivery to the Party in breach detailing the breach(es) in question that has not been acted upon within thirty (30) calendar days from the date of receipt, with no further formality other than the sending of another registered letter with proof of delivery to the Party in breach, without prejudice to any compensation that the Party concerned might be able to claim in respect of the failings by the Party in breach.

6.4 Termination for force majeure

Notwithstanding the foregoing stipulations, the Parties may request mutually-agreed termination of the contract in the event that a case of force majeure, as defined in the Force Majeure clause herein, occurs over the course of service provision. In such circumstances, the Client will be obliged to pay for services, additional services and any duly justified expenses incurred by the Service Provider only on the basis of time actually spent.

6.5. Cancellation for convenience

In the event the Client wishes to cancel scheduled services or training for its own convenience or internal organizational reasons, the Client must inform Cosmos Consulting giving notice of at least 21 business days, failing which the service or training will be billed in full as of right.

6.6 Unforeseeable difficulties

The Parties may request mutually-agreed termination of the contract in the event that unforeseeable difficulties, the resolution of which would entail the employment of resources out of proportion with the contract value, occur over the course of service provision. In such circumstances, the Client will be obliged to pay for services, additional services and any duly justified expenses incurred by the Service Provider only on the basis of time actually spent.

7- Force majeure

Neither Party can be deemed in breach by virtue of the provisions hereof if performance of its obligations is partly or wholly delayed or prevented by a force majeure situation. Cases of force majeure are expressly deemed to include, other than those usually adopted by established legal precedents in the courts of France, total or partial strike action inside or outside the company, lockout, bad weather, epidemic, blocked transportation or supplies for any reason whatsoever, earthquake, fire, storm, flood, water damage, government-imposed or legal restrictions, failure in telecommunications and all other situations outside the Parties' control preventing normal performance of the services. Obligations in respect hereof are suspended in the situations listed above. If suspension is likely to continue for longer than one month, the parties may mutually agree to terminate the contract.

8- Staff management

The Service Provider alone exercises management control over staff that it assigns to performing the services forming the subject matter hereof. The Service Provider ensures adherence to employment legislation in force at the time, and to its own collectively bargained provisions, including as regards working time, weekly rest periods, and annual and other paid leave. The staff of each of the Parties remains under the sole control, management and authority of that Party. Each of the Parties handles the administrative, accounting, employment and tax management of its own staff.

9- Combating undeclared employment

The Service Provider undertakes to comply with employment and tax legislation. The Service Provider hereby certifies that the work it carries out will be performed by employees employed in accordance with relevant legislation including Articles L. 1221-10, L. 3243-2, R. 3243-1, L. 1221-13 and L. 8251-1 of the French Labor Code and undertakes to provide the documentation stipulated under Articles D. 8222-5 and D. 8254-2 of said Code as stipulated by said provisions.

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10- Non-solicitation of staff

Throughout the term of the contract and for twelve months after it comes to an end, the Parties each undertake not to directly or indirectly solicit, recruit or engage any employee of the other party. If a Party violates this obligation, it must immediately pay the other Party a penalty equal to twelve months of the gross remuneration of the employee concerned at the time the breach occurred.

11- In-house policies and procedures

The Parties must undertake to host and accommodate persons working in performance of the contract in normal conditions. If members of the Service Provider's staff are required to work on the Client's premises, they must comply with in-house policies and procedures and health and safety instructions and meet any resulting obligations incumbent upon them.

12- Publicity

The Service Provider reserves the right to refer to the existence and purpose of this contract by way of a reference in the commercial documents it distributes, including to actual and prospective clients, unless otherwise stipulated by the Client.

13- Document approval

If the Client does not approve documents provided by Cosmos Consulting within five (5) days of their submission, they are deemed accepted. The assignment will continue following such acceptance. Amendments made after express or implied acceptance could lead to changes in the price of service provision.

14- Working conditions and times

When members of Cosmos Consulting staff are required to perform services on the Client's premises, they are obliged to adhere strictly to the internal policies and procedures in force in premises to which they have access, and to comply fully with the provisions of French decree no. 92-158 of 20 February 1992 stipulating the specific health and safety provisions applicable to work carried out within an establishment by an external contractor. Such staff members are obliged to complete any formalities required on their arrival at said premises, and any stipulated at the end of service provision, which will be managed by Cosmos Consulting. Unless otherwise stipulated, such staff members are required to comply with the working hours in force at the Client's premises when performing their services.

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15- Data security

The Client, as custodian, is responsible for the security of the software and files in its premises. The Client must take all necessary measures to prevent any loss or harm as a result of any attack on files, memory, documents or other elements that it might entrust to those involved in contract performance.

16- Subcontracting

Unless stipulated otherwise in any special terms and conditions, the Service Provider is permitted to use the services of third parties to perform the contract. The Service Provider nonetheless remains responsible and liable for performance.

17- Availability of hardware, software and documentation

In respect of contract performance, the Client undertakes to:

- Provide the Service Provider with all the information necessary that the Client is able to supply, to enable the Service Provider to acquire knowledge of the Client's business, products and markets;
- Do its utmost to further the best possible performance of its services by the Service Provider;
- Provide the Service Provider with all the information needed and participate in service fulfillment with the greatest possible cooperation and diligence.

18 - Useful information

The Client recognizes that the Service Provider has, before the signature hereof, provided it with all the information required relative to the services it has committed to providing.

19- Resources for contract performance

The Service Provider has free choice over the resources used for the performance hereof and there is no hierarchical link or relationship of subordination between the Service Provider and Client as regards contract performance.

20- Confidentiality

The Parties are to refrain from directly or indirectly disclosing to any person all or part of any confidential information that might have been disclosed to them or of which they might have become aware over the course of performing the services, with the exception of disclosure necessary for service performance. They further undertake to ensure that their employees, representatives,

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agents and subcontractors comply with this obligation. They will take all necessary provisions and precautions to prevent any disclosure. The following information is not deemed to be confidential:

- Information in the public domain;
- Information that must be disclosed to complete legally-required filing obligations.

Information in the quotation, these GTCS and any contract provisions signed by the Parties are deemed confidential and as such must not be disclosed to unauthorized third parties. This non-disclosure provision continues in force and effect for the full period of contract performance and a further two (2) years after the work is completed.

21- Intellectual property

The Parties hereby undertake not to infringe any intellectual property rights, titles or interests belonging to any third person. Prior to the performance hereof, the Service Provider must obtain from its employees, suppliers, officers and subcontractors assigned to said performance assignment in its favor of all intellectual property rights, titles and interests that they hold, might hold or might claim to hold, together with a waiver of their moral rights. The intellectual property rights, titles and interests over the services performed by the Service Provider are and remain the exclusive property of the Service Provider. Upon payment of the price for the services and any additional service provision that might be required subsequent to signature hereof, and the reimbursement of any costs inherent to the assignment, the Service Provider assigns the intellectual property rights, titles and interests over the services to the Client. The Client therefore does not acquire any intellectual property rights, titles and interests before paying for said services and reimbursing said costs incurred. As regards the tools and methods used by the Service Provider to produce the deliverables, the Service Provider grants user rights over the deliverables restricted to the Client's own requirements. All the intellectual property rights, titles and interests over the tools and methods developed and used by the Service Provider to produce the deliverables are and remain the exclusive property of the Service Provider.

22- Warranty

The computer application, software and/or source code produced by the Service Provider are supplied with a standard 30-day warranty against defects. The Service Provider will correct any defects reported within 30 days of the signature of the deliverables acceptance report at its own expense, or otherwise within 60 days of delivery for acceptance testing. In this respect, divergence between the actual performance of the computer application and/or software delivered and the specification documents approved by the Client will be considered defects [and] beyond this period the Service Provider will offer technical support services.

23- Insurance

The Service Provider hereby certifies it holds an insurance policy covering its civil and criminal liability for the actions of its staff, including when services are performed in the Client's premises. The Service Provider can only be held liable as a result of its staff's actions where such acts are

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committed in the course of the performance hereof, and only in cases where the Service Provider or its staff have been held to be negligent.

24- Applicable law and Election of jurisdiction

The present contract is governed by the laws of France. For any dispute between the Parties and/or a third party relating to the validity, interpretation, performance or termination of the present contract or any related, ancillary or subsequent documentation, French law only is applicable. The Parties further agree that the Aix-en-Provence commercial court will have jurisdiction, multiple respondents or third party proceedings notwithstanding.

25- Disputes

The Parties declare their intention to seek an amicable solution to any difficulty that might arise regarding application or interpretation of the contract.

Aix-en-Provence, January 17, 2017