

General Terms and Conditions of Services

These general terms and conditions of services (the "**General Conditions**") are completed by the General Terms and, when the Client is paying directly Bureau Veritas for the Services, Conditions for Online Purchasing, which form part of the Agreement. In case of inconsistency, the documents will prevail in the following order:

- Request for Service or Quotation as the case may be;
- These General Conditions ;
- General Terms and Conditions for Online Purchasing (where applicable).

Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the documents listed above.

1. DEFINITIONS AND INTERPRETATION

- 1.1.1 **Affiliate** means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the Party in question. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity;
- 1.1.2 **Agreement** means Bureau Veritas' acceptance of a completed Request for Service or a Quotation (as defined below) duly executed by the Client, and any other instructions for Services from the Client accepted by Bureau Veritas. These General Conditions govern the relationship between the parties unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas;
- 1.1.3 **Bureau Veritas** means the entity of the Bureau Veritas group that has entered into a Master Agreement with the Master Client, the Agreement with the Client, and that will invoice the Client or the Master Client;
- 1.1.4 **Clarity Services** means the services offered by Bureau Veritas to the Master Client relating to the management of the Master Client's Corporate Social Responsibility ("**CSR**") program;
- 1.1.5 **Client** means the person, firm, company, partnership, association, trust or government agency or authority that appoints Bureau Veritas to provide the Services and identified as such in the applicable Request for Service, Quotation or agreed written instructions;
- 1.1.6 **Client Information:** means any data, information or material provided or submitted to Bureau Veritas by the Client in the course of the performance of the Services and/or uploaded on the Platform by the Client's Users.
- 1.1.7 **Digital Dashboard:** means the SaaS (software as a service) service enabling the Client to consult the results of its own self-assessment questionnaires (non-anonymized data) and anonymized data of other Master Client's Affiliates and/or suppliers;
- 1.1.8 **Fees** means, when the Quotation states that the Client is paying directly Bureau Veritas for the Services, the fees payable by the Client to Bureau Veritas for the Services, as set out in the applicable Request for Service, Quotation or any other agreed written instructions. The Fees and all additional costs will be in the currency of the country where Bureau Veritas is located ;
- 1.1.9 **Master Agreement** means the contract relating to Clarity Services in which Bureau Veritas has entered into with the Master Client;
- 1.1.10 **Master Client** means the person, firm, company, partnership, association, trust or government agency or authority that entered into a Master Agreement relating to Clarity Services with Bureau Veritas ;
- 1.1.11 **Platform:** means MAIA+ online-platform developed and owned by Bureau Veritas and its Affiliates;
- 1.1.12 **Quotation (or commercial proposal)** means any proposal, quotation or other document issued by Bureau Veritas to the Client that sets out the Services, fees and any other information and terms and conditions in relation to the performance of the Services;
- 1.1.13 **User:** means any individual who is authorized by the Client to access and use the Platform and to whom the Client has supplied a user identification and password.
- 1.1.14 **Reports** means all documents and products created by Bureau Veritas in relation to or as a result of the performance of the Services and which are available on the Platform;
- 1.1.15 **Request for Service** means Bureau Veritas' standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas, together with any other information concerning the performance of the Services under the terms of the Agreement.
- 1.1.16 **Services** means the assessment services based on Bureau Veritas' Self-Assessment Questionnaire ("**SAQ**") available on the Platform. The SAQ shall be completed by the Client in accordance with the conditions set out in this Agreement. Once the SAQ is completed by the Client, Bureau Veritas will review it and deliver a Report on the Platform.
- 1.1.17 **Taxes** means any and all taxes imposed by any taxing authority including, without limitation, income tax on nationals and on foreigners, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.
- 1.1.18 **Territory** means the territory defined in the Quotation.

2. APPLICATION OF GENERAL CONDITIONS

- 2.1 Unless otherwise expressly agreed in writing and signed by both Parties, or solely to the extent otherwise required by mandatory application of law, these General Conditions will:
- 2.1.1 apply to and be incorporated in the Agreement;
- 2.1.2 apply to all actions and Services provided by Bureau Veritas; and
- 2.1.3 prevail over any inconsistent terms or conditions contained in the Client's standard terms and conditions or any other communications with Bureau Veritas.
- 2.2 For the avoidance of doubt, under no circumstances will the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Request for Service or other document, govern the Agreement.
- 2.3 Bureau Veritas acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas. The Agreement shall not be deemed to create any rights for the benefit of any third parties, including (without limitation) suppliers or customers of a Party, or to create any obligation of a Party to such third parties.
- 2.4 Bureau Veritas, in its sole and absolute discretion, may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate or agent without the prior approval of the Client, and the Client hereby consents to such delegation. For the purposes of clause 8, the Client hereby consents to Bureau Veritas disclosing any and all of the Confidential Information of the Client to such Affiliate or agent for the sole purpose of performing the Services, in whole or in part.

3. COMMENCEMENT AND DURATION

- 3.1 The Services performed under the Agreement shall be provided by Bureau Veritas to the Client from the date of validity of the Agreement (refer to 1.1.2).
- 3.2 The Client shall complete the SAQ within thirty (30) business days as from the date the Client receives user identification and password to access to the Platform. This Agreement will be valid until complete execution of their obligations by the Parties or until termination of the Agreement.

4. BUREAU VERITAS' OBLIGATIONS

- 4.1 Bureau Veritas shall, with reasonable care, skill and diligence as expected of a competent body experienced in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Reports to the Client.

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- 4.2 Bureau Veritas, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.
- 4.3 In providing the Services, Bureau Veritas does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding Bureau Veritas' actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause Bureau Veritas' liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 4.4 For the avoidance of doubt, under no circumstances does Bureau Veritas fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use or compliance with any law or regulation, is made by Bureau Veritas or any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client must:
- 5.1.1 co-operate with Bureau Veritas in all matters relating to the Services;
- 5.1.2 ensure that all documents, information and material made available by the Client to Bureau Veritas under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, license or other intellectual property rights or proprietary rights of any third party;
- 5.1.3 ensure that all documents, information and material made available by the Client to Bureau Veritas, including but not limited to any information and supporting documents entered into the SAQ, is accurate and complete in all material respects;
- 5.1.4 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 5.2 To the extent that Bureau Veritas renders Services, the Client agrees that Bureau Veritas does not owe any specific success but only such Services.
- 5.3 Bureau Veritas reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide Bureau Veritas with the relevant Client Information.

6. USE OF THE DIGITAL DASHBOARD AND THE PLATFORM

6.1 Ownership of the Digital Dashboard and the Platform. Bureau Veritas and licensors retain all right, title and interest, including all related Intellectual Property Rights, in and to the Digital Dashboard and to the Platform. This Agreement is not a sale and does not convey to the Client any rights of ownership in or related to the Services or the Digital Dashboard or to the Platform. The product or service names associated with the Services are trademarks of Bureau Veritas or affiliated third parties, and no right or license shall be deemed granted to use them to the Client or any other third-party without the prior, express written consent of Bureau Veritas.

6.2 Acceptable use of the Digital Dashboard and the Platform. Bureau Veritas grants the Client a non-exclusive, revocable and non-transferable license to use the Digital Dashboard and the Platform, part of the Services, solely for the Client and during the Term of this Agreement. The Client may under no circumstances assign, transfer, delegate or sub-license a third party directly or indirectly in any manner whatsoever without the prior written agreement of Bureau Veritas. Except when permitted by law, the Client is prohibited to:

- attempt to copy, modify, reproduce, create any derivative work, alter, mirror, republish, download, display, transmit or distribute all or any part of the components of the Digital Dashboard and/or the Platform, that are part of the Services, in any form, on any medium or by any means whatsoever ;
- attempt to decompile, disassemble, reverse engineer or otherwise make all or part of the Digital Dashboard and/or the Platform;
- access all or part of the Digital Dashboard and/or the Platform in order to design a competing application or service;
- access the Digital Dashboard and/or the Platform in the form of source code or unlocked coding with comments;
- attempt in any way whatsoever to remove, circumvent any technical protection measure ("TPM"), or use or manufacture for sale or rental, import, distribute, sell or rent, offer for sale or rental, promote sale or rental, or hold for private or commercial use any means to facilitate the unauthorized removal or circumvention of TPMs; and
- use the Digital Dashboard and/or the Platform to provide services to third parties or license, sell, rent, lease, assign, distribute, display, disclose, commercially exploit or otherwise make the solutions and services available to any third party;
- adapt, correct, modify or reproduce all or part of the Digital Dashboard and/or the Platform or their respective components, by any process whatsoever, without the express prior written authorisation of Bureau Veritas;
- extract, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the Digital Dashboard and/or the Platform, by any means and in any form whatsoever; as long as this extraction takes place outside the rights of use granted by Bureau Veritas;
- reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the Digital Dashboard and/or the Platform, in any form whatsoever, as long as this reuse takes place outside rights of use granted by Bureau Veritas; and
- repeatedly and systematically extract or re-use of qualitatively or quantitatively insubstantial parts of the Digital Dashboard and/or the Platform when these operations clearly exceed the conditions of normal use;
- send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of a third party;
- interfere with or disrupt the integrity or performance of the Digital Dashboard and/or the Platform.

The Client undertakes to take all reasonable steps to prevent any unauthorised access to or use of the Digital Dashboard and the Platform and, in the event of such unauthorised access or use, to notify Bureau Veritas as soon as possible.

The Client undertakes to keep the access codes to the Digital Dashboard and to the Platform strictly secret, to take all measures to preserve their confidentiality, and to inform Bureau Veritas in the event of an unauthorized use of its account, as soon as it becomes aware of it. The Parties expressly agree that all operations carried out using the Client's access codes are deemed to emanate from the Client, who is the sole responsible for their safekeeping.

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The Client further undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of this Agreement. The Client shall not use the Digital Dashboard, the Platform or the Services, in whole or in part, for illicit purposes. The Client is duly informed that it is notably forbidden to transmit and/or store and/or disseminate data of a pornographic, pedophilic, hateful and/or racist nature or inciting hatred or discrimination. The Client shall be responsible for the content and Client Information loaded onto the Digital Dashboard or the Platform.

7. FEES AND PAYMENT

7.1 When the Client is paying directly Bureau Veritas for the Services.

7.1.1 In consideration for the provision of the Services by Bureau Veritas, the Client will pay the Fees in accordance with this clause 7. The Fees and any additional cost are exclusive of all applicable Taxes. In the event that the Client is required by (1) applicable law and as limited by double tax treaties if applicable, (2) government regulation, or (3) any tax authority having jurisdiction over BV's activities in connection with this Agreement, to withhold taxes, the Client will provide the tax certificate related to the withholding taxes to Bureau Veritas.

7.1.2 The Fees shall be paid in advance by the Client to Bureau Veritas. Bureau Veritas will not commence provision of the Services, or release the Reports unless and until any such upfront payment has been received in full by Bureau Veritas.

7.1.3 Bureau Veritas shall issue an invoice to the Client upon payment of the Fees as stated in clause 7.3. The Client will pay any additional invoice submitted to it by Bureau Veritas, in full and in cleared funds and without deduction or set-off, within fifteen (15) days of the date of the invoice.

7.1.4 Without prejudice to any other right or remedy that Bureau Veritas may have, if the Client fails to pay Bureau Veritas any subsequent invoice on or before the due date, Bureau Veritas may, in its sole and absolute discretion:

- charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or;
- suspend all Services until payment has been made in full;
- retain or withdraw, as the case may be and under its sole discretion, the Reports.

7.1.5 In case of significant difference between data supplied in the Request for Service, and real experiences observed during the Assessment, Bureau Veritas reserves the right to charge additional costs to the Client.

7.1.6 Bureau Veritas will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonable control of Bureau Veritas.

7.2 When the Client is not paying for the SAQ (Master Client does pay Bureau Veritas). The Parties acknowledge and agree that the fees payable to Bureau Veritas for the Services will be directly charged to the Master Client in accordance with the Master Agreement.

8. CONFIDENTIALITY

Confidential Information means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;

8.1 Notwithstanding the provisions of Clause 8, the Client agrees that the Reports and Client Information (except personal data, unless as provided in Clauses 10.4 and 10.7,) will not be treated as Confidential Information and may be made available to (i) the Master Client; (ii) any

other master clients with which Bureau Veritas or a Bureau Veritas Affiliate has entered into an agreement related to Clarity Services and of which the Client is a supplier and (iii) to any other master clients Affiliate or supplier on an anonymized basis.

8.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

8.3 This confidentiality undertaking shall not apply to any information:

8.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;

8.3.2 which was in the possession of the receiving Party prior to its disclosure;

8.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;

8.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;

8.3.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or

8.3.6 which is disclosed to an Affiliate of the receiving Party on a need to know basis.

8.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

8.5 Notwithstanding the provision of clause 8, Bureau Veritas reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

9. INTELLECTUAL PROPERTY

9.1 Intellectual Property means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

9.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.

9.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.

9.4 The names, service marks, trademarks and copyrights of Bureau Veritas shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas and then only in the manner prescribed by Bureau Veritas. For the avoidance of doubt, and except as provided in article 6.1, nothing in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the Bureau Veritas' Intellectual Property, the Platform, its proprietary software, the proprietary audit methods, training materials and best practices manual, protocols, Bureau Veritas' name, logo,

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marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by Bureau Veritas or its Affiliates to perform the Services and to issue the Reports. Such Intellectual Property rights shall remain the sole property of Bureau Veritas.

- 9.5 License to use Client Information. Subject to the terms and conditions of this Agreement, the Client hereby grants Bureau Veritas a limited, non-exclusive, royalty-free, transferable, worldwide license to use the Client Information and perform all acts with respect to the foregoing solely as may be necessary for Bureau Veritas to perform the obligations set forth in this Agreement, including providing the Services.
- 9.6 Ownership of Client Information. The Client and its Users retain all right, title and interest, including all related intellectual property rights, in and to Client Information.
- 9.7 Notwithstanding the clauses 8, 9.5 and 9.6, the Client accepts and expressly authorizes Bureau Veritas to use the Client's Information for benchmarking, analysis and commercial purposes, provided that data is anonymised and such use is in compliance with the applicable laws and regulations protecting personal data.
- 9.8 Client trademark license. During the term of this Agreement, the Client grants to Bureau Veritas a royalty-free, transferable, worldwide, non-exclusive license to use and display Client trademarks for the purpose of providing the Services ("Client Marks"). Bureau Veritas shall not modify the Client Marks in any way without obtaining the prior consent of the Client. The Client shall provide all necessary branding and trademark guidelines to Bureau Veritas as part of its consent.

10. DATA PROTECTION

- 10.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable data protection laws and regulations, and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (together the "Data Protection Laws").
- 10.2 Bureau Veritas, acting as data controller, collects and processes personal data from the Client to perform Services ordered by the Client.
- 10.3 The communication to Bureau Veritas of personal data is necessary and essential for the performance by Bureau Veritas of the Services and is based on the contractual relationship binding on the Parties.
- 10.4 The Client acknowledges and agrees that Bureau Veritas may transfer the Reports that will include the email address of the Client's contact person to the Master Client.
- 10.5 The personal data will be retained for suitable periods of time and in accordance with the retention periods in force for each type of personal data and the purposes for which they are collected.
- 10.6 The personal data may be transferred outside the European Union to countries recognized by the European Commission as guaranteeing an adequate level of protection of personal data or to countries not recognized as such. Where applicable, Bureau Veritas will ensure that the transfer is conducted under terms and conditions that provide effective data protection and comply with the Data Protection Laws. Information on these measures are available upon request by writing to: <https://personaldataprotection.bureauveritas.com>.
- 10.7 The Client guarantees that: (i) it has lawfully collected the personal data; (ii) it has communicated to its employees and/or any third parties that may be involved in the performance of the Services, all the information relating to the processing of their personal data by Bureau Veritas and their communication to the Master Client, so that they are fully aware of such processing, in accordance with Article 13 of the GDPR.
- 10.8 The Client, its employees and/or any third parties that may be involved in the performance of the Services have the right to access, rectify and erase any personal data concerning them, as well as to limit the processing, oppose to the processing or request the portability of their personal data. They also have the right to set out general and specific guidelines that define how they intend these rights to be exercised after their death. These rights may be exercised your rights by writing to: <https://personaldataprotection.bureauveritas.com>. Finally, they have a right to lodge a complaint to the competent supervisory authority.

11. CANCELLATION OF THE SERVICES

Client is not allowed to cancel the Services at any stage of the Services.

12. LIMITATION OF LIABILITY

- 12.1 This clause sets out the entire liability of Bureau Veritas (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Reports, any breach of the Agreement, any use made by the Client of the Services, the Platform, the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.
- 12.2 Except as set out in clause 12.3, neither Party shall be liable to the other Party in any circumstances whatsoever for:
- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
 - (ii) depletion of goodwill and/or similar losses; or
 - (iii) loss of contract; or
 - (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 12.3 Nothing in these General Conditions limits or excludes the liability of either Party:
- (i) for death or personal injury resulting from negligence; or
 - (ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
 - (iii) for any other loss which by law cannot be excluded or limited.
- 12.4 Without prejudice to clause 12.2 or 12.3, the total aggregate liability of Bureau Veritas and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Reports, the Platform and the performance, or contemplated performance, of the Agreement shall be limited to the greater of:
- (i) A sum equivalent to three (3) times the amount of fees paid or payable by the CLIENT to BUREAU VERITAS in respect of the Services that give rise to the BUREAU VERITAS' liability to the CLIENT; or
 - (ii) Ten thousand (10,000) euros.
- 12.5 The Client hereby indemnifies Bureau Veritas and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses, costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:
- 12.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees;
 - 12.5.2 any claim by a third party in connection with the Services, and/or the Reports, including, without being limited to, where the Report is disclosed in full or in part to the third party with the consent of Bureau Veritas.

13. LIMITED GUARANTEE

- 13.1 IT IS EXPRESSLY AGREED THAT ACCESS TO THE PLATFORM IS PROVIDED "AS IS" AND WITHOUT ANY GUARANTEE OF ANY KIND WHATSOEVER, WHETHER

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EXPRESS OR IMPLICIT, INCLUDING ALTHOUGH NOT LIMITED TO, GUARANTEES OF CONFORMITY TO A PARTICULAR USE.

13.2 BUREAU VERITAS DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, THE PLATFORM OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO THE CLIENT THROUGH THE PLATFORM, THE SERVICES, OR ELECTRONIC COMMUNICATIONS SENT BY BUREAU VERITAS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13.3 BUREAU VERITAS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, WHATSOEVER, IN RESPECT OF THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE REPORTS WHICH ARE BASED ON THE CLIENT INFORMATION AS PROVIDED BY THE CLIENT.

14. FORCE MAJEURE

14.1 For the purpose of this clause, "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation. Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

14.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

(a) the Force Majeure shall be immediately notified by the claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

(b) the obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Services.

14.3 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.

14.4 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause 14.2, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.

15. TERMINATION

15.1 Bureau Veritas may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in Bureau Veritas' sole opinion in the circumstances.

15.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:

15.2.1 commits a breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;

15.2.2 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings, subject to the conditions set out by the governing law;

15.2.3 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement.

15.3 On termination of the Agreement for any reason the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the

Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.

15.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

16. WAIVER

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17. ASSIGNMENT

17.1 The Client shall not, without the prior written consent of Bureau Veritas, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.

17.2 The Client acknowledges that, and hereby expressly consents to, Bureau Veritas at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement

18. SEVERANCE

18.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. ENTIRE AGREEMENT

19.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

19.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of France, notwithstanding any conflicts of laws rules that could require the application of any other law.

20.2 The Parties irrevocably agree that the courts of Nanterre, France, shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter