

## Terms and conditions \*

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### Article 1: Generalities

These Terms and Conditions apply to all services provided by Jean Naudet S.A., a company with capital of €683,800, listed on the Paris RCS under No. 335 108 056, located at 152 Avenue de Malakoff, 75116 PARIS, hereinafter referred to as "Naudet."

The Client is the party conferring the job to Naudet, which was previously accepted.

### Article 2: Obligations and commitments of Naudet

Naudet commits to:

Execute to the best of its ability the job conferred, and previously accepted, the terms of which shall have been precisely specified and accepted in writing,

Communicate, at the Client's request, all information on the status of its activities,

Communicate, at the Client's request, all information on the cost of its activities.

Naudet reserves the right to refuse any job conferred, notably for ethical reasons. The Client shall be informed of the impossibility of pursuing or executing a job as soon as the circumstances rendering its pursuit or execution become known to Naudet. In this case, only the services [already] executed shall be invoiced to the Client, with no compensation for this fact.

Naudet shall make available to its clients its technical and financial knowledge of the industrial world, as well as its skill in managing out-of-court or judicial proceedings. The services provided by Naudet represent expert advisory opinions; as such, they are subject to interpretation or controversy by their very nature. Naudet's duty is to provide due diligence, not a specific result.

Naudet's services may not be substituted for the work of CPAs in the context of their legal assignments, nor constitute an act of project management of any type whatsoever.

### Article 3: Fees and expenses

The fees due by Client to Naudet shall be invoiced based on the number of hours spent, multiplied by the hourly rates defined with the Client or pursuant to a scale sent to the Client upon request. The hourly rate may differ from one expert to another, based on his/her experience and specific knowledge. In certain cases, Naudet may have to call upon other experts in the firm than the one designated upon acceptance of the job. These changes of expert shall be made, insofar as possible, with prior notice to the Client.

In addition, travel expenses and other deductible expenses shall be invoiced, based upon the expenses incurred. Supporting documents for these expenses shall be presented to the Client upon request.

Non-deductible expenses shall be invoiced at cost plus 5 %.

Naudet shall strive to give the Client an estimate, as much as possible, of the fees and expenses incurred by its activities. This estimate is an overall evaluation which is obviously subject to substantial modifications resulting from technical difficulties or changes of strategy for the file, and from the fact that the expert is not in a position to affect the extent of the necessary activities, following judicial or out-of-court proceedings brought by or against a potential adverse party.

Naudet may request advance payment prior to its activities. This advance payment shall be established equitably based on the importance of the job conferred. It shall be returned at the end of the job or offset, or even credited, with the total of the final invoice.

Naudet shall send to Client each month an invoice of its activities. The invoices must be paid within 14 days of their receipt.

In case the invoices are not paid by their due date, Naudet is entitled to suspend or interrupt its work without compensation for the Client in the event that this situation would cause harm to it. Pursuant to Articles 441-6 and D. 441-5 of the French Commercial Code, any late payment legally gives rise, in addition to late penalties, to the obligor's duty to pay lump-sum compensation of €40 for recovery fees. Additional compensation may be claimed, upon presentation of receipts, when the recovery fees incurred are greater than the amount of the lump-sum compensation.

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\* for information only - the french version being the only contractual one

#### **Article 4: Communication and use of reports**

Naudet expert reports shall be sent to the contracting party or to any person expressly authorized by it. In case of a dispute over the contents of a report, only the original signed by one of the experts from Naudet shall be deemed authentic.

Naudet expert reports are reserved for the sole use of the contracting party and may only be communicated to third parties with the prior approval of Naudet. In this case, the Client shall specify how it intends to use the report.

Use of the Naudet logo requires express written authorization.

#### **Article 5: Conservation of archives**

At the conclusion of its activities, Naudet may return, if expressly requested, the documents conferred. Naudet reserves the right to destroy its archives at the end of a 3-year period following the conclusion of the job.

#### **Article 6: Liability**

Naudet's liability is limited to the amount of compensation which, depending on the specific case, would be paid by the professional civil liability contract underwritten by Naudet, increased by the amount of the potential deductible which is not incumbent upon the insurers.

If, for any reason whatsoever, no payment is made by the previously mentioned insurer, Naudet's potential liability shall be limited, at most, to the amount of the invoice(s) sent in the case impacted by the dispute, up to a maximum of 15,000 Euros.

Naudet shall not in any case be liable for the negligence or errors committed by third parties which it called upon, such as expert advisors, laboratories, specialists, etc.

These third parties may, themselves, exercise a limited liability clause, an ordinary situation which may not in any case be blamed on Naudet or engage its liability for any reason whatsoever.

Naudet assumes no liability for the documents conferred; the Client shall take the precaution of saving a copy of said documents.

Given the global processes of electronic communications, Naudet cannot guarantee that its electronic communications are reliable, unaltered, not copied or exempt from viruses or other malicious programs. It is the Client's duty to personally guard against these risks.

In case of the communication, authorized or not, of the expert report to third parties, the Client shall assume full liability that might result from its distribution or use, even where the report contained erroneous information.

#### **Article 7: Confidentiality**

Naudet agrees to respect the confidentiality rules used in the profession.

If highly sensitive technical, financial or strategic information is brought by the Client to the attention of Naudet for the performance of its work, to the point that such disclosure would damage its interests or those of third parties, the Client agrees to inform Naudet in advance and to agree in advance to the terms of the confidentiality agreement which shall be signed by it and the Naudet SA management.

In such a case, Naudet agrees to pay particular attention to the confidentiality of the information transmitted, and to implement the usual adapted means. However, Naudet cannot be held to an absolute obligation for the confidentiality of the information collected, especially in the case of theft or intrusion into its premises.

#### **Article 8: Applicable law and disputes**

In the case of a failure to provide a service or in case of a dispute over the invoice, the Client is obligated, prior to taking any other action, to set out its grievances in a registered letter with return receipt, sent to Naudet management.

Naudet agrees to bring a justified response within 4 weeks from the receipt of said letter of grievances.

The legal relationship between the Client and Naudet is governed by French law; any dispute must be taken before the Paris Commercial Court.