

**GENERAL TERMS OF SALE**

BETWEEN :

ATESSIA, a simplified joint-stock company with capital of €5,000, registered in the Paris Trade and Companies Register under number 827 777 319 and whose registered office is at 3, rue d'Uzès, 75002 Paris,

Represented by Ms Géraldine Baudot-Visser in her capacity as Chairwoman,

Hereinafter referred to as: "ATESSIA" or the Service Provider ;

AND the Customer.

It is agreed and determined as follows:

**Foreword:**

ATESSIA is a French provider of consultancy services and expertise in regulatory and pharmaceutical matters, which works on behalf of clients marketing health products and seeking support with consultancy-related issues and major projects involving regulatory and/or pharmaceutical strategy.

**Definition:**

Quotation: the term 'quotation' refers to the document issued by the Service Provider describing the context of the request, the technical and financial proposals concerning the service requested by the Client, and the invoicing conditions. Once the estimate has been signed, it becomes a binding contract between the two parties.

**Article 1. Contrat Purpose – General provisions**

These General Terms of Sale, referred to hereafter as the 'GTS', constitute the agreement which, for its contractual term, shall govern all dealings between ATESSIA, referred to hereafter as the "Service Provider", and the purchasers of the services referred to hereafter as the "Client", for the performance of services.

The purpose of these General Terms of Sale (hereinafter 'GTS') is to set out all the terms and conditions under which the Service Provider provides services (the 'Services') to the Customer (the 'Customer(s)') (together the 'Parties').

The Services are described in the Contract or Quotation signed by the Customer. The GTS are systematically sent or given to the Customer before the order is placed (hereinafter referred to as the 'Order'). Consequently, the fact of accepting the Quotation or the Contract and placing an Order implies the Customer's full and unreserved acceptance of the GTS, the Order Form and the Order, to the exclusion of any other documents in the Customer's possession such as prospectuses, catalogues or advertising brochures, which shall only have an indicative and non-contractual value.

In the event of any contradiction between the provisions of the Order and the GTS, the relevant provisions of the Order shall prevail over the GTS.

Under no circumstances shall the Customer's General Terms of Sale be enforceable against the Service Provider. In the absence of express acceptance by the Service Provider, any reservation made by the Customer with regard to the GTS shall be unenforceable against the Service Provider, regardless of the time at which it may

have been brought to the Service Provider's attention.

Any provisions derogating from these GTS must be the result of an express agreement between the Parties or any other document evidencing the agreement of both Parties. The fact that the Service Provider does not take advantage at a given time of any condition of these GTS may not be interpreted as a waiver of the right to take advantage of said conditions at a later date.

**Article 2. Nature of the services**

As part of this commercial relationship, ATESSIA agrees to make use of its knowledge and its professional network to meet the Client's expectations. Each service begins with a detailed analysis of the request submitted by the Client to the Service Provider via the issuing of a quotation.

This analysis makes it possible to determine the means and resources to be used in order to ensure the best possible outcome for the planned operation.

It also makes it possible to define the pricing terms and conditions to be applied according to the Client's requests.

This contractual relationship may only develop through complete communication from the Client concerning its expectations and a good understanding of the Client's needs defined using a form of language specific to the Service Provider's activity. All of the client's requests are listed within the Quotation.

**Article 3. Service provision conditions**

The performance deadline for the missions assigned to the Service Provider is set after the quotation has been approved by both parties, with the submission of a reverse planning schedule.

**Article 4. The process for purchasing a service**

**4.1 The Quotation**

The issued Quotation is valid for a 1-month period as from its issue date. Beyond this deadline, the Service Provider reserves the right to revise the total price of the service(s).

A Quotation will be sent as a matter of course by the Service Provider to each Client and shall specify:

- The date on which the Quotation was drawn up,
- The period of validity of the Quotation,
- The name or company name of the service provider
- The location and nature of the service,
- The start date and estimated duration of the service,
- The description of the service and the proposed method of intervention,
- The total cost of the service, in euros, ex tax,
- The payment terms and VAT rate for each service
- Any associated additional costs,
- The actions and obligations incumbent upon the Client and the Service Provider in addition to the completion deadlines,
- A reminder of the Client's full and unreserved acceptance of these GTS.

**4.2 The Order**

To provide firm and final confirmation of its order, the Client must return the Quotation for the service to the Service Provider without modification:

- either by post, duly signed and dated, and bearing the

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wording “Bon pour accord”, (Accepted) from the legally responsible person, in addition to the company stamp

- or in an email expressing the Client’s consent, accompanied by a scan of the “Bon pour accord” from the legally responsible person, in addition to the company stamp, and the payment of any down payment requested (where applicable).
- or by sending a purchase order.

Should the Client’s agreement and/or the down payment not be received or following the expiry date of the Quotation, the proposed Quotation is considered as cancelled and the Service Provider reserves the right not to begin the service. The confirmation of the order implies full and unreserved acceptance of these GTS by the Client.

If the Client wishes to stop work already initiated before the start of the services, the down payments already paid will be retained by the Service Provider, who will issue a final invoice for the balance of the quotation accepted by the Client. If the services had already started and the down payment is no longer sufficient to cover the work already performed, the Service Provider will issue an invoice for the time actually spent on the matter.

In the absence of any down payment, the Service Provider will invoice for its service based on the time actually spent on the matter.

#### **Article 5. Duration and termination**

6.1 The Order takes effect as soon as it is signed. In the event that performance of the Order has begun prior to ratification by both parties, it is understood that performance will be covered a posteriori by the signature of the Quotation/Contract.

6.2 In the event of non-performance, refusal to pay, non-payment or poor performance or breach of any kind by either party of its obligations under the Order or these GTS, the other party may send the party responsible for the non-performance formal notice, by e-mail or registered letter with acknowledgement of receipt, to perform its obligation or cease its behaviour prohibited by the contract. In such a case, if the formal notice remains without effect on expiry of a period of 8 (eight) days from receipt thereof, the party suffering the breach may, if it sees fit, terminate the Order ipso jure without notice.

6.3 Each Party shall also have the right to terminate the Order in advance, following formal notice sent by registered letter with acknowledgement of receipt which is not acted upon by the receiving Party within thirty (30) days of receipt of the formal notice, in the event that the other Party ceases to carry on business, the other Party is no longer solvent or is in liquidation or judicial settlement.

In the event of termination of the Order by the Customer other than in the cases set out in clause 6.2, the Customer undertakes to give the Service Provider thirty (30) days’ notice and to compensate the Service Provider for all amounts owed by the Customer under the Order up to the effective date of completion of the Services and for the costs incurred by the Service Provider in producing and completing the said Services.

The decision to terminate the Contract must be notified by registered letter with acknowledgement of receipt, and will trigger the thirty-day notice period, in accordance with the terms and conditions set out in Article 6.2.

#### **Article 6. The total cost of the services**

The services will be invoiced based on the time actually spent on the matter, with it being hereby specified that the quotations show estimated and not all-inclusive times.

The total prices for the service are those stated in the quotations or contracts accepted by the Client. They are shown in euros and are subject to VAT.

They may be calculated on an all-in basis, or by the hour or by the day. It is hereby agreed between the parties that the Client’s payment in full of the fees for the Service constitutes firm and final acceptance of the services.

Under no circumstances may the cost of the service be renegotiated after the service has been performed.

#### **Article 7. Payment terms**

The invoices for the down payment and the balance are payable at 30 days net. Payment is by bank transfer.

The company ATESSIA does not practice discounts for early payment.

#### **Article 8. Late/overdue payment**

Any late payment or failure to pay will automatically result in:

- All sums remaining due becoming immediately payable,
- The application of late payment penalties equivalent to the interest rate applied by the European Central Bank to its most recent refinancing operations plus 10 percentage points, this being payable the day following the payment due date.
- The applicable rate during the first half of the year in question is the rate applicable on 1 January of this same year. For the second half of the year in question, the applicable rate is that applicable on 1 July of this same year.
- This penalty is calculated based on the ex-tax amount remaining due and shall apply from the day following the payment due date shown on the invoice, until payment in full has been received, with no requirement for any prior reminders or the issuing of formal notice to comply. The applicable rate is calculated on a prorata basis.
- The Service Provider being entitled to suspend the performance of the service underway and postpone any new order or delivery.

The non-payment of any sums owed to the Service Provider will immediately result in a suspension of the work and of the deliveries pending or underway.

Any business client in arrears with its payments will automatically owe the Service Provider fixed compensation of €40 for recovery costs in application of the provisions of articles L.441-3 and L.441-6 of the French Commercial Code.

#### **Article 9. Penalty clause**

It is expressly agreed that other than for deferrals granted by the Service Provider, excluding those which have not been honoured, a failure to pay at the specified payment due date will result in the issuing of formal notice to comply to the Client, regardless of the anticipated payment method, in order for the Client to fulfil its obligations to the Service Provider. Should no positive reply be received to the formal notice to comply, the Service Provider shall begin collection proceedings and apply an indemnity equivalent to

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15% of the unpaid amount, to which shall be added legal costs and the statutory interest unless agreed otherwise with the Service Provider.

#### **Article 10. Retention of title**

The transfer of ownership to the Client of the services performed by the Service Provider is effective as from the payment in full for the said services.

Should payment not be received, any down payment paid by the Client will be retained by the Service Provider as fixed compensation, without prejudice to any other action it may be entitled to take against the Client.

#### **Article 11. Privacy & confidentiality**

A privacy agreement will be signed between the parties to protect the parties with regard to the information exchanged.

The Service Provider agrees to consider all data as being strictly private and confidential, and consequently agrees that it will not communicate to whomsoever all or part of the information of any nature, whether commercial, industrial, technical, financial or nominative, and any data supplied to it by the Client. For its part, the Client agrees not to disclose any strictly confidential content or information of which it may have become aware through its relationship with the Service Provider.

#### Data protection clause:

During the implementation of the Contract, each party agrees (i) to comply with all applicable legal and regulatory provisions, and in particular EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 (hereafter referred to as the "GDPR") and (ii) to impose identical obligations upon its personnel and on all third parties under its control (including its affiliated companies and subcontractors, where these exist).

Each Party agrees that for the implementation of the Contract the other Party may collect, process, store, communicate or archive personal data (in the terms of the GDPR) concerning its contacts (names, email addresses and telephone numbers), but only in as far as this collection, processing, storage, communication or archiving are necessary in order to implement the Contract.

The Parties guarantee that all personal data which they may possess and communicate to one another, or to which they may have access for the purpose of or during the implementation of the Contract, has been obtained and is used in such a manner as to guarantee appropriate security and privacy, including concerning the prevention of any unauthorised access to this data.

Accordingly, each Party agrees to (i) implement the technical and organisational measures required to guarantee the protection of the personal data held by the Party concerned against any unauthorised access and against any breach, loss, unauthorised disclosure or accidental destruction, and to (ii) inform the other Party if any of these events occurs in order that it may inform the natural persons concerned (the data subjects).

In its capacity as the data controller for the personal data collected from the Client, under the terms of the GDPR, the company ATESSIA guarantees that it is fully compliant with the provisions applicable to

any processing of personal data performed within the scope of the Contract, and guarantees the natural persons concerned by the processing of the personal data the right to rectification and deletion, the right to limit or to object to processing, the right not to be the subject of automated data processing operations intended to define their profile or to assess certain aspects of their personality, and the right to data portability, which extends strictly to the personal data collected directly from the natural persons concerned. In order to exercise these rights, the natural persons concerned should contact the Data Protection Officer of the company ATESSIA at the following email address: [dataprivacy@atessia.fr](mailto:dataprivacy@atessia.fr)

Notwithstanding the above, the right of objection does not apply with regard to processing required in order to fulfil a legal obligation.

#### **Article 12. Liability**

In view of the nature of the services performed, the Service Provider's obligation is an obligation of due diligence. The Service Provider agrees to perform the services in accordance with established trade practices and to the best of its ability under the terms of the agreement, and in compliance with the applicable legal and regulatory provisions.

The Client agrees to provide the Service Provider within the agreed deadlines with all information and documents essential to the satisfactory performance of the service and to a thorough understanding of the problems involved.

The Service Provider may not be considered liable for:

- An error resulting from a lack of information or erroneous information supplied by the client,
- Delays caused by the Client or by Third Parties (suppliers, subcontractors, etc.) making it impossible to meet the agreed deadlines.

#### **Article 13. The end of the contract and termination clause**

The contract will end with the performance in full of the service described in the quotation.

As stated previously, the service will be cancelled as of right by the Service Provider in the case of non-payment and the sums remaining payable for other contracts or possible services will then also immediately become payable if the Service Provider ops for the cancellation of the corresponding orders.

#### **Article 14. Force majeure**

No party shall be considered as having failed in the performance of its obligations or considered liable if this obligation is affected, temporarily or permanently, by force majeure events or causes. For this purpose, force majeure includes any external, unforeseeable and unavoidable event in the terms of article 1218 of the French Civil Code, beyond its control.

Within a maximum of five (5) working days from the occurrence of such an event, the party failing to honour its obligations due to force majeure circumstances agrees to notify the other party and to provide proof of this. The party failing to honour its obligations will make every effort to remove and overcome the causes of the delay and resume the performance of its obligations soon as the case of force majeure in question has disappeared. However, if the case of force majeure continues for a period of more than 2 months following the date of receipt of the notification of the said case of force majeure, each party will have the right to terminate the

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agreement, with no damages being payable. The said termination will take effect on the date the other party receives the letter of termination sent by registered letter with acknowledgement of receipt. If the agreement is terminated by the client on the grounds of force majeure, the client must pay the service provider all of the sums due up to the termination date.

#### **Article 15. Liability - Insurance**

15.1 ATESSIA undertakes to carry out the service with all the care customary in its profession and to comply with the rules of the trade in force. Furthermore, subject to any mandatory legal provision to the contrary, it is expressly specified that ATESSIA is only bound by an obligation of means and not of result.

15.2 ATESSIA shall not be liable for indirect damages, including loss of profits or anticipated savings, even in the event that ATESSIA should have been aware of the possibility of the occurrence of such damages, even as a result of a fault on the part of ATESSIA or a fault in the performance of the service under this contract.

15.3 The Customer has taken care to take out insurance to cover any harmful consequences of acts for which it may be held liable under this agreement.

15.4 The Service Provider certifies that it has taken out, and undertakes to maintain in force for the entire duration of its commitments under this contract, professional indemnity insurance at sufficient levels, with a reputable and solvent insurance company established in France, covering the financial consequences of its civil, professional and/or contractual liability as a result of any damage or injury that may be caused to the Customer or any third party in the performance of this contract. At all times, the Service Provider must provide proof that the cover provided by its insurance policy has been maintained and that the premiums have been paid.

#### **Article 16. Modification and Assignment of the contract**

Modifications may only be made to the contract by means of an amendment duly signed by each party's authorised representatives.

In view of the requested services, the nature of the contract, its specific characteristics and the resulting privacy and confidentiality obligations, with the parties having been chosen in view of their expertise, they expressly agree not to assign this contract in whole or in part, or to subcontract its total or partial implementation to a third party without the prior authorisation of the other party.

#### **Article 17. Attribution of jurisdiction and Applicable law**

These GTS and the contract/quotation for the provision of services signed between the parties are governed by French law.

In the event of any dispute concerning the validity, performance, interpretation and/or breach of the present Contract and General Terms of Sale, the parties agree to endeavour to resolve the said dispute amicably within a period of one month from the date on which the dispute arose.

Conciliation clause: The parties shall initiate no court proceedings against one another during the conciliation process. This condition shall cease to apply after a period of 3 weeks if no solution has been found.

Should no solution be forthcoming within this period, any unresolved dispute between the parties concerning the performance or interpretation of the GTS and the contract, the most diligent party may refer the matter to the Commercial Court (*Tribunal de commerce*) of Paris (FRANCE), to which the parties expressly confer jurisdiction, even in the event of a third-party claim or multiple defendants.

Signature, date