

## GENERAL TERMS AND CONDITIONS OF SALE OF SURVEY SERVICES (US Market)

### Preamble

The purpose of these GTCS is to define the terms and conditions of sale of the Work (as defined below), applicable to Orders placed by the Customer (as defined below) and constituting the sole basis for negotiation in accordance with Article L441-1 of the Commercial Code. They set out the terms and conditions that will govern the Contracts. The GTCS are accepted (including tacitly) by the Customer either as they stand or supplemented or modified in the Contract by special terms and conditions. Any special conditions derogating from these GTCS must be negotiated between the Parties and clearly set out in the Contract. The recitals form an integral part of the Contract.

### Article 1. Definitions

For the purposes of these GTCS, words and expressions beginning with a capital letter, whether singular or plural, shall have the following meanings:

Affiliated Company: refers to any entity controlling, controlled by or under common control with Exail (within the meaning of the term "control" as defined in Article L. 233-3 of the French Commercial Code).

ECB: refers to the European Central Bank.

Entrusted Good(s): refers to the goods (including, but not limited to: machines, sub-systems, equipment, tooling, raw materials, parts etc.) made available to Exail by the Customer and placed under Exail's control and responsibility, including any supplies, in order to enable Exail to perform the Contract.

Export regulations: refers to all applicable export and import control laws and regulations.

Force Majeure: refers to any event beyond the control of a Party, which could not reasonably have been foreseen when the Contract was signed (strike action being expressly excluded), the effects of which cannot be avoided by appropriate measures, and which prevents the Party from performing its obligation.

GDPR: refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

GTCS: refers to these General Terms and Conditions of Sale.

Customer: refers to the entity receiving the Offer and, if the Offer is accepted, the signatory to the Contract.

Background Information: refers to all documents, knowledge, data, plans, methods, models, prototypes, drawings as well as all pending patent applications, patents, trademarks, software, and other IPR, know-how (processes, technologies, Confidential Information) held by a Party and obtained outside of, or prior to the start of performance of the Contract or subsequently, generated or acquired independently (without access to the Prior Knowledge of the other Party) subject to any third party rights.

Classified Information: refers, in accordance with Article 413-9 of the French Criminal Code or any other applicable provision, to any process, object, document, information, computer network, computerised data or file falling within the scope of the protection of national defence secrets, which has been subject to classification measures designed to restrict its dissemination or access.

Confidential Information: refers to information of any nature whatsoever, in particular Technical or Commercial Information, concerning the Purchaser's requirements, and more generally the performance of the Contract, not made available to the public, communicated by between the Parties, in writing or orally, visually, electronically, on magnetic media or in any other form such as, in particular, documentation, drawings, videos, samples, software, mechanisms, demonstrations, tests, presentations or visits to Exail's premises.

Contract: refers to the Offer, the Order (where applicable) and the GTCS combined.

Deliverable(s): refers to all study and reports on data analysis and/or data collection. The Deliverables will be supplied, at Exail's choice, in French or English.

Exail: refers to Exail SAS and/or any Affiliated Company issuing the Offer to the Customer.

Intellectual Property Right(s) or IPR: refers to patents, copyrights, designs, trademarks, topographies, database rights, rights relating to know-how, moral

rights or other similar rights in any country, in each case whether registered or not, all rights to apply for registration, and any application for registration of any of the foregoing.

Offer: refers to the latest version of any technical, financial and/or commercial proposal submitted by Exail to the Customer, as well as all documents referred to in the said proposal.

Order: refers to any purchase order issued by the Customer in response to an Offer.

Party(ies): refer(s), individually or collectively, to Exail and/or the Customer.

REACH Regulation: refers to Regulation (EC) No 1907/2006 of 18/12/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals and establishing a European Chemicals Agency, and any amendments thereto, including Commission Regulation (EU) No 453/2010 of 20 May 2010.

Technical Information: refers to any technical data or information, including any technical documentation, communicated to the Customer in connection with the performance of the Work, in any form whatsoever.

Work: refers to all survey services to be supplied and/or performed by Exail, in accordance with the Contract. The Work also includes Technical Information.

### Article 2. Contractual documents

2.1 The contractual relationship between the Parties is governed exclusively by the following contractual documents, listed in decreasing order of precedence: (i) the Offer, (ii) where applicable, the Order, and in particular the special terms and conditions agreed in writing by the Parties, (iii) the GTCS and (iv) any other contractual document validated in writing by the Parties.

2.2. The general terms and conditions of purchase or any other terms and conditions or document issued by the Customer do not apply to the Contract and are expressly rejected by Exail.

2.3. The Parties have jointly and expressly agreed to exclude the application of the provisions of Article 1119 Paragraph 2 of the French Civil Code.

2.4. The application of professional practices is expressly excluded where they do not comply with the GTCS or the Special Terms and Conditions.

### Article 3. Formation of the Contract

3.1. Unless otherwise specified in the Offer, any Offer sent to the Customer is valid for thirty (30) calendar days from the date of the Offer. The validity of the Offer cannot be tacitly extended.

3.2. Unless otherwise agreed by the Parties, a Contract enters into force between the Parties upon the completion of all of the following events: (i) on the date of the acknowledgement of receipt of the Order by Exail without reservation, (ii) where applicable, the receipt by Exail of any certificate and authorisation required by an authority, duly signed by the Customer or (iii) where applicable, the granting by the competent authorities of any export licence or authorisation that may be required for the performance of the Contract, in accordance with Article 16 of the GTCS.

3.3. The Offer may be modified or cancelled by Exail at any time up to the entry into force of the Contract, in accordance with Article 3.2 above, by simple written notification sent by any means, without the Customer being entitled to claim for any damages or compensation of any kind as a result of such amendment or cancellation.

### Article 4. Exail's obligations

4.1. Best-efforts obligation: Exail undertakes to use its best efforts to perform its Work.

4.2. Obligation to inform and advise: as a professional in the field concerned, Exail is bound by an obligation to advise and inform the Customer. Exail undertakes to provide it with the advice, warnings and recommendations, particularly in terms of quality and performance, required to carry out the Work.

### Article 5. Conditions of execution of the Contract

#### 5.1. Customer's obligation to provide information

The Customer commits to provide Exail all information (in particular technical, scientific, commercial or administrative) necessary for the

execution of the Contract, in particular with regard to the applicable legal or security obligations or possible technical or natural constraints. It is understood that Exail will execute its obligations only on the basis of the information provided by the Customer, and any liability of Exail is excluded for any failure or default in the execution of the Contract due to insufficient, incomplete or incorrect information on the Customer's part. The present obligation to provide information applies both in the pre-contractual period (preparation of the Offer by Exail) and during the period of execution of the Contract.

## 5.2. Administrative formalities

Without prejudice to the clauses in article 8, the Customer shall assume responsibility for all the administrative and customs formalities necessary for the arrival and installation of the human and material resources of Exail in the work zone.

## 5.3. The Parties' staff

Each party shall assume all obligations and responsibilities and costs related to the mobilization and to the presence of its own staff in the work zone, and, in particular, commits to ensure that its staff respects all applicable safety standards and internal regulations.

## 5.4. N/A

## 5.5. Instructions given by the Customer

The Customer shall assume the entire responsibility for any possible consequences related to the execution of the instructions that it may send to Exail in the course of the execution of the Contract.

## 5.6. Interfaces with third parties

If the execution of the Contract is to be performed in an area in which third parties (whether or not these are related to the Customer) perform other parallel activities:

- The Customer must, before the beginning of the execution of the Services, give Exail all information relative to the activity of these third parties and must take all measures necessary to ensure that the activity of these third parties does not hinder the execution of the Contract.
- Exail shall make its best effort to take into account the activities of the third parties in the organization of the execution of the Contract. In any case Exail shall not be liable to and shall be held harmless by the Customer for incidents, losses or delays suffered by the Customer and which may be consequential to the activities of the third parties in the zone in which the Contract is executed.

## 5.7. Suspension of the Contract in case of risk

Exail reserves the right as its sole discretion to suspend the Contract at any time when the conditions for its execution present a risk (weather- related or otherwise), for the safety and integrity of the human and material resources engaged by Exail.

## 5.8. Suspension of the Contract at the Customer's request

If the Customer should request the suspension of the Contract for any reason, except a fault by Exail, Exail may demand the Customer to pay indemnification for all costs incurred due to this suspension, in particular the costs of demobilization/mobilization/suspension of Exail's human and material resources, in case of final termination pursuant to Article 25.

## 5.9. Time period for Contract performance

The performance periods for the Contract are indicated for information purposes and may be modified by Exail, in particular due to changes in weather conditions or the availability of the resources pledged by Exail. Delays with respect to the anticipated performance periods shall not give rise to any indemnification, compensation or reduction of price. To the extent possible, Exail will inform the Customer when it appears that a contractual date will not be respected and will try to propose a new date accordingly.

## 5.10. Presence of debris or wreck in the work area

In case of discovery of debris or wreck in the work zone, Exail shall immediately notify the competent authorities and shall take the necessary measures to secure the place in question. If the Customer should demand that Exail perform the removal of this debris or scrap, Exail will invoice the Customer for the cost of this removal, unless Exail is responsible for the presence of this debris in the work zone.

## 5.11. Claim by Exail

In all cases in which Exail deems it is unable to execute its obligations in conformity with the contractual requirements without amendment of the Contract:

- It shall notify the Customer of its claim as soon as possible, giving detailed reasons for this claim, and
- It shall attach to its notification the modifications, in particular with regard to technology, scheduling and/or financing, that it deems necessary.

If the Customer agrees to proceed with a financial adjustment and/or a modification of the deadlines in conformity with the claim by Exail, an amendment to the Contract shall be concluded between the Parties.

## Article 6. Price and payment terms

### 6.1. Price

#### 6.1.1. Nature of the price

All prices stated are prices before tax and are in US dollars, as communicated to the Customer. The Services are invoiced at the prices in the confirmation of the Order. Any taxes, charges or duties payable under any law foreign or domestic (import or transit country, etc.) shall be borne by the Customer. Unless otherwise specified, the packaging, transportation, insurance and other costs shall always be borne by the Customer. The prices may be updated/revised/modified in accordance with Articles 6.1.2 (Revision) and 12.1.1 (Modification).

#### 6.1.2. Update – Revision

Price updates: The prices of the Work in the Offer may be updated by Exail between the date of expiry of the Offer and the date of signature of the Contract.

Price revision: For any Contract with a performance period of more than 12 months, the prices may be revised by Exail in accordance with the price revision formula inserted in the Offer and/or in the Contract. In particular, this revision may reflect increases in the cost of labour and raw materials.

In addition, in accordance with Article 1195 of the French Civil Code, in case of a change in economic circumstances (particularly the effects of exchange rates or changes in regulatory constraints), Exail will be entitled to revise the prices of the Work after sending written notification to the Customer with supporting documents.

6.1.3. Costs: Travel expenses, including in particular travel and accommodation expenses, shipping costs, as well as expenses incurred for any supplies or documentation, not expressly mentioned in the Offer, will be invoiced in addition, on the basis of the supporting documents provided by Exail. Any bank charges shall be borne by the Customer.

6.1.4. Taxes: The prices communicated by Exail do not include any tax, customs duty, compulsory levy or any other charge or similar tax applicable to the Work. Consequently, the amount of any current or future tax, duty or deduction applicable to the performance of the Work (as well as to the use of the Work by the Customer) will be borne in full by the Customer, in addition to the price stated in the Offer.

### 6.2. Payment terms

Full payment for the Work must be made by bank transfer to Exail's account in accordance with the payment schedule set out in the Offer. Payments must be made within a maximum of thirty (30) calendar days from the date of issue of the invoice. Payments are considered to have been made on the day the funds are received in Exail's bank account.

### 6.3. Late payments

#### 6.3.1. Late penalties

In case of late payment, or non-payment, Exail shall have the sole right to suspend the execution of the confirmed orders in process, without prejudice to any other right or action that Exail may use or take in order to obtain the cancellation of the confirmed orders and/or damages. Also, as a penalty clause and without prior notice, the Customer shall be liable for a late fee of [one percent (1%) per month OR eighteen percent (18%) per annum] or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Customer also agrees to pay Exail all reasonable costs and expenses of collection, including attorneys' fees. In case of delay, Exail shall be also entitled to suspend the performance of the Contract without prior notice, and without prejudice to any other right of claim. In case of total absence of payment, Exail may terminate the Contract for default of the Customer under the conditions of Article 25.

#### 6.3.2. Suspension and other penalties

Exail will be entitled to suspend performance of the Contract in its entirety until full payment of the sums due. In addition, the Customer will be required to compensate Exail for any additional storage, insurance, handling and/or demobilisation/mobilisation costs.

Article 6 applies without prejudice to any other rights Exail may have under the law or the Contract.

## Article 7. Quality, hygiene safety and health

7.1 Entrusted goods: The Customer guarantees that the Goods entrusted to Exail comply with the regulations in force, whether or not they are incorporated (tangible or intangible / tangible or intangible) into the Work.

7.2 Health and safety: The Parties undertake to comply with the legal and regulatory obligations relating to the protection of the workforce, health, safety and working conditions. The Customer must inform Exail about the risks and working environment on site. The Customer must offer working and safety conditions at least equivalent to those offered by Exail. In addition, upon Exail's request, in case of any work carried out on the Customer's site, a joint risk analysis may be drawn up.

## **Article 8. Delivery**

8.1. The Work and its related Deliverables shall be delivered to the Customer by Exail pursuant to the conditions stated into Exail's Offer. Transfer of related risks shall be as per the applicable incoterm.

8.2. Exail reserves the right to make partial deliveries after notifying the Customer. In this case, payment for these deliveries is due by the Customer.

## **Article 9. Use of the Work by the Customer**

The results of the Work performed by Exail shall be used by the Customer at the sole risks, costs and responsibility of the Customer who shall hold Exail harmless against all kind of consequences of this use.

## **Article 10: Export and Import obligations**

10.1. Import - The Customer agrees to be the importer of record and to manage all necessary customs requirements and paperwork for the Contract. The Customer agrees to pay any and all customs, duty, tax or penalty. Delays due to import issues are not be the responsibility of Exail.

10.2. Export - The Customer acknowledges that the equipment from Exail necessary for the Work under this Contract may be subject to the export control laws and regulations. The Customer agrees to comply with any and all applicable export control laws and regulations. Exail shall never be held liable for any delay, refusal or withdrawal of the required export licenses for the Equipment by the competent authorities, provided that such delay, refusal or withdrawal are not due to Exail fault. Such delay, refusal or withdrawal shall be treated as a Force Majeure event, in accordance with article 20.

## **Article 11. Unmanned Surface Vessel (USV)**

11.1. For performance of the contract, Exail may decide to use, with the consent of the Customer, a DriX type unmanned surface vessel (hereinafter referred to as the "USV").

11.2. The Customer acknowledges that the USV proposed by Exail within the quotation accepted by the Client is a standard product designed to be compliant with the standard legal, regulatory and operational requirements applicable to Exail in France.

11.3. The Customer is deemed to be the only party to have full knowledge about all legal, regulatory and operational requirements applicable in the place where the USV shall be used or operated.

11.4. As a consequence of the foregoing, it shall be the exclusive Customer's responsibility, before conclusion of the Contract/before any use, to check compliance of the USV with all legal, regulatory or operational requirements applicable in the areas where the Customer wishes the USV to be deployed. In order to facilitate the Customer's information duty, Exail shall provide Customer with all relevant information about the USV.

11.5. Failing to notify to comply with the above duty of information, the Customer shall be exclusively liable for and shall indemnify and hold Exail harmless for all consequences, including legal and financial, arising from non-compliance of the USV with any legal, regulatory and operational requirement applicable in the areas of use of the USV. This clause applies notwithstanding anything to the contrary under the Contract.

11.6. The Customer acknowledges and agrees that the USV shall remain under the exclusive control and custody of Exail and shall be operated only by Exail operators for the entire duration of the Contract. Any transfer of the control and operation of the USV to shall be subject to the prior written consent of Exail and shall be subject to follow-up by Customer's staff of an appropriate training, being understood that the content of this training has to be approved by Exail before taking place.

## **Article 12. Modification of the Work**

12.1. If the Customer should wish to modify the Work ordered, (hereinafter referred to as "Modification"), the Customer must send a written request by registered letter with notification of receipt to Exail. The latter shall have a

period of fifteen (15) days as from the receipt of the Customer's written request to: i) comment on the requested Modification, and ii) to draft an estimate relative to this Modification including its technical, financial and scheduling consequences.

12.2. If the estimate for the Modification is accepted by the Customer, the Parties shall conclude an amendment to the Contract. In no case shall a Modification be executed before the Parties sign an amendment regarding the conditions for its implementation.

## **Article 13. Acceptance of the Work**

13.1. All daily progress reports ("DPR(s)") shall be approved in writing by the Parties within 24h of their issuance at the latest. The Customer shall be deemed to have waived all its right of claim or reservation with regard to any DPR after expiry of a thirty (30) calendar days period following its issuance.

13.2. In the absence of other procedure agreed to between the parties, the Customer shall pronounce its final acceptance or refusal of the Services within a period of five (5) days following the date of issue of the final report of completion produced by Exail.

13.3. In the absence of response or refusal by the Customer within the period of five (5) days, the Services shall be deemed to be finally accepted by the Customer and the Customer shall proceed with relevant remaining payment due to Exail.

13.4. The acceptance of the Services also entails the definitive and final approval of all reports submitted to the Customer within of the performance of the Services.

13.5. Any acceptance of the Services entails renunciation by the Customer of any right to file a claim.

## **Article 14. Transfer of ownership and retention of title**

The transfer of the ownership of the Work shall occur after the full payment of the price for the Work.

## **Article 15. Not used**

## **Article 16. Authorizations and Permits**

16.1. In the event that a specific permit or authorization (hereinafter referred to as the "Authorization") should be necessary in order for Exail to be able to execute the Contract, the latter shall make his best effort to obtain the said Authorization from the competent authorities.

16.2. The liability of Exail is excluded for any refusal, delay in the issuance or withdrawal of the Authorization not imputable to Exail. In this later case, clause 13 of force majeure shall apply.

## **Article 17. No warranty**

Apart from any applicable legal guarantees of public order, no other warranty, implicit or explicit, of any kind whatsoever, is granted to the Customer for the Work.

## **Article 18 – Liability**

18.1. Exail's total and cumulative liability arising out of or in connection with the Contract, regardless of the cause, shall not exceed one hundred per cent (100%) of the total value of the Work to which the claim relates. The Customer waives any claim, action or recourse and warrants Exail and its insurers against any claim, action or recourse by its own insurers in excess of this amount.

18.2. In no event will Exail be liable to the Customer, its agents, employees, successors and assigns, for any indirect, consequential or non-consequential, incidental, special or punitive damages of any kind whatsoever, including but not limited to, losses (including, but not limited to, loss of contract, work, use, data, revenue, profits or goodwill), costs, damages, incurred or suffered by the Customer or any third party arising out of or in connection with any breach by Exail of its contractual obligations.

18.3. Articles 18.1 and 18.2 do not have the effect of limiting or excluding the Customer's right to compensation for damage resulting from gross negligence, intentional misconduct or a fraudulent act, nor in the event of death or bodily injury attributable to Exail.

18.4. The Customer is solely responsible and undertakes to indemnify Exail against all damages caused to Exail and/or its Affiliated Companies, suppliers and subcontractors, in particular, in the event of use of the Work that does

not comply with: (i) the instructions and recommendations issued by Exail, or (ii) the use or purpose for which the Work were delivered or provided by Exail.

## **Article 19. Insurance**

Each Party undertakes to cover itself against the risks of damage and civil liability relating to the performance of its obligations. During the term of the Contract, each Party undertakes to provide the other Party with an insurance certificate as soon as possible, on first request.

## **Article 20. Force Majeure**

20.1 In the event of Force Majeure, Exail must inform the Customer by registered letter with acknowledgement of receipt as soon as possible after its occurrence.

20.2 The notification of a Case of Force Majeure in accordance with the preceding paragraph results in the suspension of performance of the obligation that has become impossible for the duration of the Force Majeure, subject to the provisions of Article 25. In the event of a notified Case of Force Majeure, neither Party shall owe any indemnity or penalty to the other Party, and the contractual deadlines shall be extended by a period at least equivalent to that of the Case of Force Majeure.

20.3 If a Case of Force Majeure prevents Exail from fulfilling its contractual obligations for more than thirty (30) calendar days from the date of the aforementioned notification, and if no agreement has been reached on how to continue the performance of the Contract, the Contract may be terminated under the terms of Article 25.2.2. Exail will be paid for the Work performed and/or delivered to the Customer up to the date of termination.

## **Article 21. Indemnification**

21.1. Subject to the Articles 11 and 18, each Party shall indemnify and defend the other Party against any lawsuit, claim, loss, cost or liability relative to:

- Any material damage concerning the property of the indemnifying Party under the execution of the Contract (said property being owned, rented or under control of that Party).
- Any death or physical injury that may affect the staff of the indemnifying Party under the execution of the Contract.
- Any physical or material damage by the indemnifying Party to a third party under the execution of the Contract.
- Any damage to the environment or pollution emanating from equipment owned or controlled by the indemnifying Party and arising under the Contract.

21.2. Each party commits that its respective insurers shall waive their right of claim and of recourse against the other Party and its respective insurers with regard to the damages and/or to the indemnifications specified in the present clause.

## **Article 22. Intellectual property**

22.1. Each party shall remain the owner of the entirety of its respective Background Information, which also includes, in particular, and not restricted to, the rights related to the methods, knowledge, know-how or procedures employed in the execution of the Contract.

22.2. Subject to the rights of the third parties, Exail assigns to the Customer, upon their creation, the entirety of its intellectual property rights (including right of use, of exploitation and of modification) relating to the Deliverables.

## **Article 23. Confidentiality**

### **23.1. Confidential Information**

Each Party undertakes to keep confidential the Confidential Information sent to it by the other Party, and undertakes not to divulge it, directly or indirectly, to any third party, nor to use it other than in the context of and solely for the needs of the Contract, nor to copy, reproduce, decompile or reverse engineer it, without the prior written consent of the other Party. Confidential Information remains the property of the Party disclosing it. Any disclosure of Confidential Information by one Party shall not be construed as conferring on the other Party, even implicitly, any right whatsoever in respect of such information. The Customer acknowledges and accepts that Exail may: (i) exchange Confidential Information with any sub-contractor, Affiliated Company, partner, consultant or supplier in the context of the performance of the Contract, (ii) communicate on the existence of the contractual

relationship with the Customer, and in particular mention the latter as a "customer reference". These confidentiality obligations are valid for the period of validity of the Offer and/or the term of the Contract, remaining in force for a period of five (5) years from the date of termination or expiry of the Contract and/or the Offer.

### **23.2 Classified Information**

The Parties undertake to comply with the legal and regulatory provisions applicable to exchanges of Classified Information under the Contract.

## **Article 24. Ethics and compliance**

The Customer undertakes, from the date drawing up of the Contract as referred to in Article 3.2 of the GTCS, to comply with all regulations, laws and codes relating to the areas specified in articles 24.1 and 24.2 below:

### **24.1 Anti-bribery**

24.1.1. Each Party shall comply with all regulations, laws and codes relating to the fight against bribery, including but not limited to the provisions of: (i) Law 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, and more generally (ii) the OECD Convention of 17 December 1997 on Combating Bribery of Foreign Public Officials in International Business Transactions and their transpositions into any applicable national law.

24.1.2. At Exail's request, the Customer will provide within a reasonable period of time any certificate of compliance with this article, or any other declaration reasonably required by Exail.

24.1.3. The Customer also declares:

- That it has never violated any law or regulation relating to transparency and/or the fight against bribery in France, in its country of establishment, and/or in any other country;
- That it has never been the subject of a civil or criminal conviction, in France, in its country of establishment, and/or any other country, for violation of a law or regulation relating to transparency and/or the fight against bribery, and that to its knowledge it is not the subject of any investigation or investigative measure to this effect;
- To its knowledge, none of its legal representatives has ever been convicted of a civil or criminal offence, in France, in the country in which it is established, and/or in any other country, for violating a law or regulation relating to transparency and/or the fight against bribery, and that they are not the subject of any investigation or investigative measure to this effect.

24.1.4. The Customer is prohibited to make any gift, donation, payment, remuneration or benefit whatsoever that it may be required either directly or indirectly to offer to any employee, manager or representative of Exail or any Affiliated Company or to any person likely to influence their decision in the context of the performance of the Contract.

### **24.2 Personal data**

24.2.1 The Customer undertakes to comply with the provisions of the applicable regulations on the protection of personal data, and in particular those of the GDPR, where applicable.

24.2.2 Under the terms of the Contract, neither Party will process the personal data of persons acting on behalf of the other Party without the latter's consent. In the event that personal data is exchanged between the Parties in the context of the Contract, each Party undertakes to inform the natural persons concerned by this data processing in accordance with the applicable rules.

### **24.3. Whistleblowing Procedure**

Pursuant to Sapin II Act (law n° 2016-1691 from December 9th, 2016) as amended by law n° 2022-401 from March 21st, 2022 for the improvement of whistleblower protection, the Customer of Exail as well as its subcontractors and/or suppliers are entitled to make any internal notice through the Whistleblowing Procedure set up by Exail, subject to compliance with the legal requirements. The Whistleblowing Procedure is accessible on Exail website which details the scope, the conditions and modalities of notification. It is the responsibility of Exail's Customer to inform their concerned personnel, including their subcontractors and suppliers of the existence of the Whistleblowing Procedure and of its modalities.

### **24.4. General**

Compliance with the provisions of this Article 24 is an essential obligation of the Customer. Consequently, and without prejudice to any other rights or remedies available to Exail in application of the provisions of the Contract, international conventions or the law, including in particular the awarding of

damages, Exail reserves the right to carry out any useful verification to ascertain the Customer's compliance with this article. If it is found that any of the obligations entered into by the Customer under the terms of this article have not been respected, then Exail will be authorised to suspend and/or terminate the Contract in accordance with Article 25, with immediate effect, and with no compensation to the Customer.

## **Article 25. Termination**

### **25.1. Termination for fault**

If a Party fails to comply with its contractual obligations and this non-compliance has not been remedied within thirty (30) calendar days from the date of the formal notice, the non-defaulting Party shall be entitled to terminate the Contract within five (5) working days and without further formality. In this case, Exail will be paid (i) for the Work delivered or performed for the Customer up to the date of termination and (ii) if the termination is due to the fault of the Customer, for the Work in progress and/or in production and not yet delivered at the date of termination.

### **25.2. No-fault termination**

25.2.1 Bankruptcy: In the event of the receivership, liquidation or bankruptcy of one of the Parties, and subject to the agreement of the bodies responsible for the proceedings, the Parties shall have the right to terminate the Contract in accordance with Article L641-11-1 of the French Commercial Code.

25.2.2 Force Majeure: The Parties may terminate the Contract in the event of non-performance by the other Party of its obligations following the occurrence of a Case of Force Majeure, the duration of which exceeds thirty (30) calendar days from its notification to the other Party in accordance with Article 20.

25.2.3. Termination following suspension: Exail may terminate the Contract if the suspension exceeds ninety (90) calendar days or any other maximum period agreed between the Parties in writing.

25.2.4. In all cases of termination without fault, regardless of the reason, each Party remains bound to fulfil its contractual obligations until the effective date of termination. In this case, Exail will be paid (i) for the Work delivered or performed for the Customer up to the date of termination and (ii) for the Work in progress and/or in production and not yet delivered at the date of termination and (iii) will be compensated for all other consequences of this termination (including but not limited to, demobilisation of personnel, termination of subcontracting and purchasing contracts, etc.).

## **Article 26. Miscellaneous**

26.1. The Customer declares: (i) that it is a professional, (ii) that it has had the opportunity to negotiate the terms and conditions of the Contract, and (iii) that it has sufficient information to enter into the Contract.

26.2. Transfer or sale: The Contract is concluded by Exail in consideration of the Customer and may not be sold or transferred (in whole or in part) by the Customer, except with the prior written consent of Exail. The partial or total transfer or sale of the Contract by the Customer, with Exail's prior written consent, will not imply any reduction in Exail's rights nor any increase in its obligations. The Customer acknowledges that Exail has the right to sell or transfer the Contract to any company in the group to which Exail belongs. In

such a case, Exail will be released from its obligations on the effective date of the transfer, which will be notified by Exail to the Customer within a reasonable time period.

26.3. Relationship between the Parties: Exail acts solely as an independent service provider, under its own responsibility, and without any subordinate relationship to the Customer. As such, it cannot be considered as an agent, employee or partner of the Customer.

26.4. Language: all correspondence between the Parties will be in English.

26.5. Validity: If any of the provisions of the Contract should prove to be null and void or unwritten with regard to a rule of law in force or a final court decision, it will then give way to the application of common law, without invalidating the Contract or altering the validity of its other provisions.

26.6. Waiver: The fact that a Party does not invoke the benefit or the strict application of any provision of the Contract shall not imply a waiver by that Party of the benefit of the said provision.

26.7. Entire agreement: The Contract contains all the agreements entered into by the Parties concerning the subject matter of the Contract, with the exception of any confidentiality agreements in force, and cancels and replaces all undertakings, agreements, representations, conditions, warranties or other terms exchanged or agreed between the Parties, without exception. Any amendment to the Contract must be the subject of a written amendment signed by the Parties, failing which it will be null and void.

26.8. Address for service: For the purposes of performing the Contract, each Party declares that it selects its registered office as its address for service.

26.9. Subcontracting: Exail is authorised to sub-contract all or part of the Contract and remains liable to the Customer, under the conditions and within the limits set out in the GTCS, for the performance of the Contract.

26.10. Notification: All notifications to be made under the Contract shall be made in writing (by post or e-mail) to the addresses indicated in the Contract.

## **27. Applicable law and settlement of disputes**

### **27.1. Applicable law**

27.1.1 The formation, validity, interpretation, performance or non-performance, termination, rescission of the Contract or the consequences thereof, as well as any dispute between the Parties arising from the Contract or from extra-contractual events prior to, concurrent with or subsequent to the Contract, shall be governed by French law. The application of the United Nations Convention on Contracts for the International Sale of Goods, signed at Vienna on 11 April 1980, is expressly excluded by the Parties.

### **27.2 Settlement of disputes**

27.2.1 Amicable settlement: In the event of a dispute, the Parties will do their utmost to resolve it amicably, within a maximum period of thirty (30) calendar days from the date on which the dispute arose.

27.2.2 Mediation: The Parties may, by mutual agreement, have recourse to mediation before going to court.

27.2.3 Jurisdiction: Notwithstanding multiple defendants or introduction of third parties, any dispute between the Parties that cannot be resolved amicably or through mediation will fall within the exclusive jurisdiction of the competent courts Paris, France.