

GENERAL TERMS AND CONDITIONS OF SALE AXICOM SECURITY

ARTICLE 1 - DEFINITION

Customer: refers to the end customer, the purchaser of a service including the Provision.

Service Provider: refers to the legal entity entrusted with the performance of the Services.

Intermediary: refers to the legal entity which orders a Service from the Service Provider as a subcontractor for the Customer.

Order: means the document issued by the Customer and sent to the Service Provider or the Intermediary, including a description of the Service ordered, any Special Terms and Conditions, as well as the reference to these General Terms and Conditions.

Particular Conditions: are intended, where applicable, to specify the Order by defining the nature of the Service as well as the technical, commercial, financial or other terms and conditions of its performance. They may be the subject of an application contract.

Contract: refers to all the contractual Documents as defined in these General Terms and Conditions of Purchase, relating, where applicable, to the performance of a number of services.

General Conditions: refers to these General Conditions for the purchase of services.

Confidential Information: means all information communicated by or on behalf of the Customer to the Service Provider, regardless of its nature, form or medium, relating to the performance of the Agreement, and in particular, without this list being exhaustive, all resources made available to the Service Provider under the Agreement, all technical, industrial, financial and commercial data, specifications, or any other information and documents relating to the Customer's activities, strategy, research and development work, without the Customer having to specify or mark their confidentiality.

Service(s): means all the work described in the Order and, where applicable, in the Special Conditions, including in particular consultancy work, studies, technical assistance, training, installation, parameterisation, development of materials and/or software, etc.

ARTICLE 2 - CONTRACTUAL DOCUMENTS

The conditions of performance of the Service are governed by the documents ("the Contractual Documents") whose decreasing order of priority is as follows, and whose list below is restrictive:

- ✓ Orders and their amendments;
- ✓ The Special Conditions, the application contracts and their amendments;
- ✓ These General Terms and Conditions ;
- ✓ The Service Provider's technical and commercial proposal.

In the event of contradiction between contractual clauses, the above list defines the order of precedence of the documents. The Contract documents constitute the complete commitment of the parties. Any document predating the Contract, if it is not cited in the list of Contractual Documents, does not constitute a Contractual Document. The Contractual Documents may only be amended with the express written consent of the Service Provider.

ARTICLE 3. QUOTATION

All services are subject to a detailed and personalised estimate by the Service Provider, delivered or sent to the Customer by fax, email and/or letter. This quotation includes a description of the services, determined on the basis of the request expressed by the Customer, as well as the related costs. Any element that does not appear in the service description is not included and will require an amendment to the contract to be taken into account.

ARTICLE 4. ORDERING SERVICES

Services are ordered exclusively by the Customer from the Service Provider, or by the Intermediary from the Service Provider, by means of a dated and signed quotation. Subject to the provisions of Article 5 below, receipt of this quotation by the Service Provider constitutes validation of the order and formalises the agreement between the parties, which becomes firm and definitive.

ARTICLE 5 - PRICES AND TERMS OF PAYMENT

Prices are exclusive of tax and are firm and non-revisable, including all taxes and duties, for the delivery of a Service in accordance with the Contractual Documents. Prices also include licences and the flat-rate assignment of industrial and intellectual property rights as mentioned in these General Terms and Conditions. The Parties may provide in the Order or the Special Conditions that the Client may reimburse the Service Provider for all reasonable costs approved in advance by the Client and incurred by the Service Provider for the purposes of performing the Contract.

Unless otherwise expressly stipulated in the Order, all invoices are payable within thirty (30) days from the date of issue of the invoice. If an undisputed invoice is not paid by the due date, the Service Provider may invoice late payment penalties equal to 3 times the legal interest rate, as well as a fixed indemnity of 40 euros for collection costs (article L.441-6 of the French Commercial Code).

The balance of the price of the services will be paid by the Customer in accordance with the conditions set out in the quotation. Without prejudice to the recovery of any sums still due, the Service Provider reserves the right to suspend any service, without prior notice, in the event of non-payment or partial payment of any sums still due pursuant to the quotation.

In this case, the Service Provider may in no way be held responsible for the direct or indirect harmful consequences of the suspension of its services.

ARTICLE 6. TYPES OF COMMITMENT

When the Service Provider draws up the quotation, two types of commitment may be mentioned, applying the following commitments:

Fixed price service(s): refers to the commitment to provide a service within a strict technical perimeter defined in the offer. Any element not mentioned in the offer is not included in the service and will require an amendment to cover it. An estimate of the workload is drawn up in order to have a financial value. The cost of the service is firm and definitive and does not take into account the number of days spent on the project.

Medium-Day Service(s): refers to the commitment to provide a service within a technical scope in relation to an estimated number of days. If, for any reason, it is necessary to exceed the estimated number of days for the project, an additional order must be placed to continue the work. In the event that the number of days ordered are not used in the service, they may be used for other subjects, if the Customer and the Service Provider agree, or may be cancelled by an amendment.

ARTICLE 7. AVAILABILITY OF SERVICES

The issue of the quotation by the Provider does not imply any guarantee as to the availability of the services mentioned therein. In the event that, for whatever reason, these services are no longer available on the dates requested, the Provider undertakes to make its best efforts to offer the Customer one or more offers equivalent or similar to the initial request.

This proposal will be the subject of an amended quotation and, where appropriate, a request for an additional deposit.

If the Customer refuses the new proposal, the deposit is refunded to the Customer within thirty days of receipt by the Service Provider of the Customer's refusal of the new proposal.

ARTICLE 8. PERFORMANCE OF SERVICES

The Service Provider undertakes to carry out the service ordered by the Customer in accordance with good practice. Any service not provided for in the contract, or any change to the initial commitment made at the Customer's request, will be the subject of an amendment to the contract.

Completion of the service terminates the contract between the Customer and the Service Provider, unless the Customer expressly notifies the Service Provider of any reservations within 14 working days of notification of completion of the service. The Service Provider is not obliged to retain any information whatsoever concerning the Customer and/or the service provided.

In the case of a fixed-price project, a technical scope is defined in the service offer, with the estimated days not being taken into account in the acceptance of the project (under or overrun). The service is then validated once the objectives of the technical scope defined in the service offer have been achieved. In the event of a change in scope during the project, an amendment must be drawn up by the customer to place an additional order with the Service Provider.

In the case of a project involving a commitment of resources (by the day), the work is carried out over a defined and precise period of time. An additional fee will be charged for any work carried out in excess of the agreed days.

ARTICLE 9. DURATION

These general terms and conditions govern the relationship between the Service Provider and the Customer until completion of the services ordered and full payment by the Customer of the sums due to the Service Provider.

ARTICLE 10. CHANGES TO SERVICES DURING PERFORMANCE

Any request to modify the services during the course of performance will be the subject of an additional quotation and, where applicable, a request for an additional deposit. If the modification accepted by the Service Provider results in a reduction in the price of the services, the deposit initially received will be retained by the Service Provider and deducted from the final price.

ARTICLE 11. CANCELLATION

As invoicing is based on the services ordered, the Customer is invited to pay the greatest attention to the cancellation conditions below:

Cancellations of all or part of the initial booking must be made in writing (e-mail, letter) to the Service Provider.

In the event of cancellation by the Customer, after several repeated cancellations, the Provider will notify the Customer by any written means possible (email, letter) in order to avoid repeated cancellations. After informing the Customer, if the cancellations persist, whatever the cause, the Customer will be liable to pay the following sums by way of irreducible contractual compensation for termination of the contract, without deduction of any advance payments already made, which will be retained by the Provider:

- Postponements, changes or cancellations to the schedule communicated to the Service Provider between D-1* and D* and attributable to the Service Provider will give rise to a flat-rate invoice corresponding to 100% of the agreed amount of the service to be performed.

The above cancellation conditions may be modified according to the organisational requirements of the Service Provider's projects and the exceptional or complex nature of the event. Any request for total or partial cancellation must be made in writing to the Service Provider.

ARTICLE 12. PROJECT INACTIVITY

In the case of a fixed-price service, if the Customer fails to take action on the project after a period of 3 months, the Service Provider will invoice the Customer for the period in progress in accordance with the financial terms set out in the quotation.

ARTICLE 13. REQUIREMENTS

As invoicing is based on the services ordered, customers are asked to pay close attention to the following conditions:

When providing prerequisites to be implemented by the customer prior to the intervention,

In the event of **repeated** failure by the Customer to implement the prerequisites, **and after notification by any written means (email, letter) by the Service Provider of the loss suffered**, whatever the cause, the Service Provider shall be liable to pay the following sums by way of irreducible contractual compensation for termination of the contract, without deduction of any advance payments already made, which shall remain the property of the Service Provider:

In the context of a fixed-price project, if the prerequisites are not met, making it impossible to carry out the services during the interventions, the days lost will entail compensation for the additional days not provided for in the fixed-price project framework, at the estimated value of the cost per day specified in the service offer and project framework.

In the case of a project involving a commitment of resources (by the day), in the event that prerequisites are not met, making it impossible to carry out the services during the interventions, the days lost will entail compensation for the additional days not provided for in the project framework, at the estimated value of the cost per day specified in the service offer and project framework.

The above additional invoicing conditions may be adjusted according to the requirements of the organisation of the Service Provider's projects and the exceptional or complex nature of the event.

ARTICLE 14. LIABILITY

It is expressly agreed between the parties that the Service Provider may not be held liable in any way whatsoever in the event of total or partial cancellation of an event or a demonstration due to the alleged or observed failure of one or more external service provider(s), or due to problems (bugs) in the technical operation of publishers, whatever the consequences.

In particular, the Service Provider will not be liable to pay any compensation for loss of profits, loss of earnings, loss of image, reimbursement of costs incurred by the Customer or by third parties, loss of data or product acquisition costs or for any damage, accident, indirect, consequential or otherwise, any direct or indirect loss relating to the performance, non-performance or poor performance of a service by an external service provider, any physical or material accident suffered by the Customer and/or any guest as a result of a third party, any theft, loss of funds or valuables belonging to the Customer and/or any guest occurring during the performance of the services, any unforeseeable unavailability of a service provider on the date of performance of the services, in particular in the event of accident, hospitalisation, illness of the said service provider or any other fortuitous event. To this end, the Customer undertakes to waive, and to have its insurers and/or any guests waive, where applicable, any recourse against the Provider in the event of any of the aforementioned events.

In any event, it is expressly agreed between the parties that the Service Provider's liability is capped at the reimbursement of the amount received by the Service Provider, taking into account these limitations of liability. The Customer declares that he is insured with a first class insurance company for all harmful consequences related to the organisation and execution of the planned event.

ARTICLE 15. FORCE MAJEURE

None of the Parties to this contract shall be liable in the event of poor performance or non-performance of its obligations resulting from an event that may be considered as force majeure as defined in article 1218 of the French Civil Code.

A Party claiming to be affected by a case of force majeure must notify the other Party in writing of the occurrence of the force majeure without delay. Failing this, the Party affected will no longer be able to claim force majeure.

In this event, the obligations of the Parties under the Application Contract(s) or quotation will be suspended from the date of notification of the case of force majeure until the event ceases.

If the case of force majeure continues for more than one (1) month, the Application Contract(s) or quotation will be terminated without delay at the request of the most diligent Party.

In any event, the Party claiming force majeure shall use its best efforts to limit the consequences of force majeure. The Customer reserves the right to use another service provider/supplier for the duration of the case of force majeure.

ARTICLE 16. INSURANCE

The Service Provider warrants that it has taken out all necessary insurance policies with a reputable company to cover the risks and damage that it may incur as a result of the performance of the Contract and the Application Agreements or quotations. In particular, the Service Provider must hold an insurance policy covering its professional and operational civil liability, on its premises, on the premises occupied by the Customer and on any external site if the Service so requires.

At the Customer's request, the Service Provider will provide, at any time, a complete copy of all its policies and proof of payment of premiums.

In the event of a claim, the Service Provider will immediately notify the Customer and its insurance company.

The Service Provider undertakes to notify its insurer without delay, and at the latest within the contractual and legal deadlines, of any event likely to call into play the cover provided by the insurance contract, and in the event of a criminal act, to notify the police authorities.

The Service Provider undertakes to remain insured throughout the duration of the Application Contract or quotation concerned.

ARTICLE 17. EDITOR MALFUNCTION

It is expressly agreed between the parties that the Service Provider shall not be held liable for the management and resolution of technical incidents resulting from a "bug" malfunction of a publisher's solution.

The steps taken by the Customer to resolve and follow up any operation requests made by the Publisher will remain at the Customer's expense.

The Service Provider's consultants may recommend, depending on the technical possibilities, temporary workaround methods while the customer and the publisher's support work out the problem.

ARTICLE 18. INTELLECTUAL PROPERTY

The Service Provider grants the Client the know-how and, for the legal duration of the patented rights and/or copyrights and, for all countries in the world, a free, non-exclusive, irrevocable and transferable right of use and/or exploitation, with the right to sub-licence, of the patents, software and processes or techniques developed independently of the Service and of which it is the holder, author or licensee and which are necessary for the performance of the Service or for the use and/or exploitation of the results. This right of use and/or exploitation granted to the Client includes the right of reproduction, representation, translation, adaptation and modification.

All property prior to the start of the service remains the property of each of the parties

The Service Provider shall not exploit, transfer or grant to third parties any right whatsoever in the Services or any part thereof and in the processes, insofar as this would constitute an imitation or derivative of the Services.

The Customer may be required, for the purposes of carrying out the Service, to authorise the Service Provider to use certain proprietary rights of which it is the owner or for which it holds a licence. In any event, this authorisation ends once the Order has been fulfilled and may under no circumstances be interpreted as a transfer of ownership to the Service Provider. Where such authorisation exists, it is granted *intuitu personae*.

The Client acquires ownership of the Service and its results, including intellectual property rights, whatever their form, format or state of completion, at no additional cost, as the Service is carried out.

ARTICLE 19. CONFIDENTIALITY

The Parties agree that all information exchanged between them during the pre-contractual, contractual and post-contractual periods, and generally in the context of their commercial relationship, is strictly confidential. In particular, the following are considered confidential

- (i) information obtained by the Service Provider during the performance of the Services, including personal data transmitted to the Receiving Party,
- (ii) the Deliverables and their content, and
- (iii) the Contract and its Appendices, and their contents.

Consequently, the Parties formally undertake not to divulge to anyone outside the Customer Group, either during their relationship or when it ends for any reason, any information concerning them, whether of an organisational, commercial or financial nature, of which they may become aware.

19.1 Documents provided by a Party for the purposes of performing the Contract are and remain the exclusive property of that Party and must be returned on termination of the Contract, for whatever reason.

19.2 In any event, any information of which the other Party becomes aware must be used exclusively for the purposes of the performance of this Agreement. In addition, all acts and agreements formalised between the Parties will also be strictly confidential. Consequently, the Parties undertake not to use the company name and/or trademark of the other Party as a commercial reference without the express prior written agreement of that Party.

19.3 The Parties undertake to ensure that these provisions are complied with by all their employees, service providers and generally by all persons involved in the performance of the Agreement. To this end, the Parties undertake to take all precautions to prevent any risk of disclosure of the said information.

19.4 The confidentiality obligations incumbent on each of the Parties shall continue to have effect for a period of five (5) years from the end of the Contract.

19.5 It is understood that this obligation does not apply where the Confidential Information :

- (1) Have fallen into the public domain at the time of their communication or subsequent to their communication, provided, in the latter case, that such communication is not the result of a breach of confidentiality by the Party having knowledge of the Confidential Information concerned;
- (2) Were known by the other Party in a legitimate and peaceful manner, prior to the date on which this Confidential Information was communicated to it;
- (3) Shall be disclosed by the other Party pursuant to any applicable law or regulation or at the request of any supervisory or regulatory body, government department or court, provided that in such case the receiving Party undertakes to give prior notice to the disclosing Party so that the Parties may arrange the manner of such disclosure (unless prohibited from doing so by the supervisory body, government department or court);
- (4) Are legitimately obtained by the receiving Party from a third party who, in making such disclosure, does not breach any obligation of confidentiality;
- (5) Are developed autonomously by the receiving Party ;
- (6) Are disclosed by the disclosing Party to a third party without any obligation of confidentiality ;
- (7) Shall be disclosed by the receiving Party with the prior written consent of the Party to which they belong.

ARTICLE 20. RETURN

At the end of the Contract, for whatever reason and at whatever time, all documents and materials relating to the Service will be returned to the Service Provider and to the Customer.

If the Service Provider is required to carry out the transfer and return, a service agreement will be drawn up between the Customer and the Service Provider in order to do so.

If the Customer so wishes, the Service Provider may carry out an additional Service to add days to the contract.

ARTICLE 21. ASSIGNMENT AND TRANSFER OF CONTRACT

Each Party may not, without the agreement of the other Party, assign all or part of the benefit of the Contract to a third party. Subject to the agreement of the other Party, the Party having transferred the Contract guarantees that the new Party will comply with all the obligations of the Contract. This agreement also applies in the event that the Service Provider is the subject of a merger and/or takeover, or any other operation with similar effects.

ARTICLE 22. COMPUTER SECURITY

Notwithstanding the obligations of the parties relating to the need to respect confidentiality and intellectual property rights, it is expressly agreed that the Service Provider, its employees and all of its subcontractors for whom it acts as guarantor must comply with the instructions, information and IT charters relating to IT security in force at the Customer's premises. If necessary, and subject to the Customer's express agreement, the Service Provider, its employees and its subcontractors will use the Internet, Extranet and Intranet electronic messaging systems for business purposes only.

ARTICLE 23. PERSONAL DATA

The Parties are required to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation or "GDPR") applicable from 25 May 2018 and French Law No. 78- 17 of 6 January 1978 relating to information technology, files and freedoms, as amended (hereinafter the "applicable regulations on the protection of personal data").

In accordance with applicable data protection regulations, the Customer is referred to as the "Data Controller" and the Service Provider, which processes personal data on behalf of and on the instructions of the Customer, is referred to as the "Data Processor".

With regard to personal data for which the Customer is responsible, and in particular any data to which the Service Provider may have access in the course of providing the services, the Customer is required to take all necessary precautions, having regard to the nature of the data and the risks presented by the processing, to protect the security of the data and, in particular, to prevent it from being distorted, damaged or accessed by unauthorised third parties.

The Customer also undertakes to :

Document in writing any instructions concerning the processing of data by the Service Provider,

To ensure, beforehand and throughout the processing period, that the Service Provider complies with the obligations set out in the applicable regulations on the protection of personal data, and to supervise the processing.

The Special Terms and Conditions specify the purpose and duration of the processing, the nature and purpose of the processing, the categories of personal data processed and the categories of persons concerned by the processing carried out by the Service Provider on behalf of the Customer.

The term "Special Terms and Conditions" shall have the following meaning between the Parties: documents accompanying these General Terms and Conditions of Services and enabling the Services Provider's services to be ordered.

The Service Provider undertakes to keep the register of processing activities in accordance with Article 30.2 of the RGPD and shall make it available to the Customer on request.

The Service Provider undertakes to take all necessary measures to ensure that the natural persons acting under its authority and having access to the personal data do not process them, except on the Customer's instructions, unless they are obliged to do so by a mandatory provision resulting from Community law or the law of a Member State of the European Union applicable to the processing. The Service Provider ensures that the persons authorised to process personal data undertake to respect the confidentiality of the data or are subject to an appropriate legal obligation of confidentiality.

For the provision of services involving personal data, in accordance with Article 32 of the RGPD, the Service Provider, in its capacity as sub-contractor, undertakes to take appropriate technical and organisational security measures.

It is the Customer's responsibility to ensure that the security and confidentiality measures offered by the Service Provider are in line with the level of precaution that the Customer must take with regard to its obligation to secure the personal data for which it is responsible, and that the guarantees presented by the Service Provider for this purpose are sufficient.

The Service Provider undertakes to notify the Customer as soon as possible after becoming aware of any breach of personal data or any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

This notification must specify, as far as possible, the nature and consequences of the data breach, the measures already taken or those proposed to remedy it. The Service Provider undertakes to cooperate actively with the Customer so that it is in a position to meet its regulatory and contractual obligations. It is the Customer's responsibility, as the data controller, to notify this data breach to the competent supervisory authority and, where applicable, to the data subject.

The Service Provider has general authorisation to subcontract all or part of the services, within the meaning of the applicable regulations on personal data. The subcontractors chosen by the Service Provider will be contractually bound to comply with the same data protection obligations as those set out in the contract.

The Service Provider shall provide the Customer with reasonable assistance to enable :

Managing requests from data subjects to exercise their rights

Carrying out any impact analysis linked to the processing of the contract that the Customer decides to carry out, in order to assess the risks that processing poses to the rights and freedoms of individuals and to identify the measures to be implemented to deal with these risks, and consulting the supervisory authority if necessary.

More generally, compliance with the Customer's obligations under the applicable regulations on the protection of personal data, such as in particular its obligations to notify the supervisory authority and to communicate a data breach to the persons concerned.

The Customer shall bear the reasonable costs incurred by this assistance.

At the end of a service, the Service Provider must return or delete all personal data at the Customer's first request.

Obligations of the Subcontractor, the Service Provider vis-à-vis the Customer Data Controller

In its capacity as Subcontractor for the data concerned by the Subcontracting, the Service Provider undertakes to:

- Process the personal data concerned solely for the sole purpose(s) for which the data is outsourced.
- Process the data concerned in accordance with the Customer's documented instructions.
- Guarantee the confidentiality of personal data processed.
- Ensure that persons authorised to process personal data under this contract (i) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality and (ii) receive the necessary training in the protection of personal data.
- Take into account the principles of data protection by design and data protection by default for its tools, products, applications and services.

The Subcontractor is authorised to use subcontractors, hereinafter referred to as "2nd tier subcontractors", and in particular

- The entities of the group to which the Subcontractor belongs".
- Any other 2nd tier processor approved by the Data Controller under the terms of the Contract

If the Processor has been authorised to recruit a 2nd tier Processor to carry out specific processing activities on behalf of the Controller, the same Data protection obligations as those set out above are contractually imposed on this other processor, in particular as regards presenting sufficient guarantees as to the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the regulations.

The Sub-contractor undertakes not to host and/or transfer the Data outside the European Union without the prior consent of the Data Controller. If such a transfer is authorised by the Data Controller, the Sub-Contractor must ensure that (i) it takes the necessary measures to ensure that the transfer complies with the applicable data protection legislation (ii) it has entered into agreements with these parties containing provisions at least equivalent to those set out in this Clause.

Failure to comply with the above provisions may result in the Contract and/or Orders being terminated for misconduct, at the Customer's discretion.

ARTICLE 24. COMPLIANCE WITH SOCIAL LEGISLATION

Employment law: The Service Provider is responsible for its staff assigned to the performance of the Services and assumes all the obligations of an employer in respect of its employees. The Service Provider alone recruits, manages and pays the members of its staff. It is responsible for the supervision, management, discipline and safety of the said staff, either directly or through its representatives, using the means of its choice. The Service Provider undertakes to ensure that its staff comply with the safety instructions for the premises where it will be responsible for carrying out the Services, and to this end undertakes to provide them with any useful safety instructions. The Service Provider undertakes to notify the Customer in advance and in writing of any start and end or any change in the members of its staff assigned to the performance of the Services. In particular, the Service Provider undertakes, in addition to strictly complying with the regulations in force, for any Services covered by MASE certification, to adhere to the Customer's "HSE" charter and, for any Services involving risks of exposure to ionising radiation, to comply with the obligation to appoint a "person competent in radiation protection" in accordance with the Appendix to these General Terms and Conditions. Le Clinet may not be held liable in the event of non-compliance with these Terms and Conditions.

Undeclared work and administrative authorizations: The Service Provider warrants to the Customer that its personnel responsible for carrying out all or part of the subject matter of the Contract are lawfully employed in accordance with the provisions of the French Employment Code and, more specifically, in accordance with the legal provisions aimed at combating undeclared work set out in Articles L 8222 of the Labour Code.

1, L.8251-1 et seq. of the aforementioned code, or any subsequent legislation that replaces it. The Service Provider warrants to the Customer that in the event that the Service Provider employs personnel of non-French nationality, such personnel are authorised to work in France under all applicable laws and regulations.

The Service Provider must supply the Customer, within a maximum period of fifteen (15) days from the Customer's request at the conclusion of the Contract, and every six (6) months :

- a certificate of provision of declarations and payment of social security contributions issued by the social protection body responsible for collecting social security contributions and dated less than six (6) months ago, stating the identification of the company, the number of employees and the total remuneration declared;
- a sworn statement that, on the date of the certificate, all compulsory tax returns have been filed with the tax authorities;
- an extract of the company's registration with the Registre du Commerce et des Sociétés (K bis).

Where the Service Provider employs employees, a sworn statement that the work will be carried out by employees who are legally employed in accordance with Articles L.1221-10, L.3243-2 and R.3243-1, as well as a list of the names of the foreign employees employed and subject to the work permit required under Article L.5221-2, specifying the date of recruitment, nationality, type and serial number of the work permit.

The Service Provider declares that it has obtained all the necessary administrative authorisations to carry out the activities required by the Customer under the Agreement, and undertakes to carry out all the administrative formalities required or necessary to carry out these activities. The Service Provider acknowledges that it is solely responsible for the payment of all taxes, compulsory levies, social security contributions, charges, insurance and other payments due by it.

ARTICLE 25. DISPUTES

Any dispute and/or complaint regarding the performance of the services must be notified to the Service Provider by fax or registered letter with acknowledgement of receipt within a maximum period of fifteen days from the date of the event giving rise to the dispute or complaint. Any complaint not made within this period will not be taken into account and will release the Service Provider from any liability towards the Customer.

Any dispute relating to the validity and/or interpretation and/or performance of the contract will be subject to the jurisdiction of the Commercial Court of Paris, French law alone being applicable.

ARTICLE 26. NON-POACHING

The Customer, the Service Provider and the Intermediary undertake, for the entire duration of the contract, plus a period of 2 years after the end of the contract, not to canvass, recruit or employ, directly or indirectly, any member of the staff of each of the parties, without the prior written authorization of the latter. This undertaking is valid even if the solicitation comes from the said employee or agent.

In the event of non-compliance with this obligation, the Client, the Service Provider and the Intermediary undertake to immediately pay AXICOM SECURITY a penalty equal to two (2) years' gross salary of the said employee, based on his (or their) last month's gross salary, regardless of the amount of loss actually suffered.

ARTICLE 27. CUSTOMER REFERENCE

The Customer agrees to authorise AXICOM SECURITY to use the name, logo and sector of activity of its company for reference purposes in the alphabetical list of AXICOM SECURITY's customers (notably on www.axicomsecurity.com in the customer references). The said list will not include any specific information relating to the Customer's project unless the latter expressly agrees. On the other hand, AXICOM SECURITY will not publish any press release and/or case study without the express agreement of the Client's operational management.

ARTICLE 28. WORKING HOURS

WO working hours

The only working days will be from Monday to Friday.

A working day corresponds to 8 hours with a 1-hour lunch break.

HO working hours will be between 8.30am and 7pm

Coverage of interventions outside the project framework for NON-OPEN HOURS

Interventions during non-working hours will be taken into account as follows, depending on the commitment:

AVERAGE/DAY: Counting of interventions in the days ordered according to the calculations detailed below.

Lump sum: A rider will be drawn up to take account of work not provided for in NWH in the initial offer. Invoicing will be based on an AVERAGE/DAY commitment according to the calculations detailed below

NWO Non-working hours

When working shifted hours, prior planning must be carried out within the project organisation, except in the event of a major production or safety incident.

Days from Monday to Friday outside the HO framework will benefit from additional time calculated by the following multiples:

x1.5 from 7.30am to 8.30am and 7pm to 9pm

x2 for working hours between 9 p.m. and 7.30 a.m.

Weekend days outside the HO framework will receive additional time calculated by the following multiples:

x2 on Saturdays and Sundays between 8.30 a.m. and 7 p.m.

x3 on Saturdays and Sundays between 7 p.m. and 8.30 a.m.

Day count (Average/Day)

Any work carried out will count as a ½ day (morning / afternoon) depending on the time interval in which it was carried out.

Morning: before 1pm

Afternoon: after 2pm

Overtime calculation

The method for calculating the number of days in the event of a day's working hours being exceeded will be calculated as follows:

- +0.25d: from 0 minutes to 2 hours
- +0.5 d: from 2 hours to 4 hours
- +0.75d: from +4 hours to 5.5 hours
- + 1 day: 5.5 hours to 7.30 hours

Planning optimization (Fixed price)

As the service provider works on different projects on a daily basis, the project activity schedules must group the project actions together into planned days so as not to take up a large number of days for reduced actions. The service provider may refuse the proposed dates if this optimisation is not followed.

ARTICLE 29. ACCEPTANCE OF DELIVERABLES

Deliverables subject to a formal acceptance procedure are listed in the Proposal. Acceptance means the express or tacit recognition that the deliverable complies with the specifications validated by the Parties and, failing that, with the terms of this Proposal. The details of the acceptance procedure are defined in the Proposal. The acceptance procedure shall be carried out on an adversarial basis. In any event, the following principles shall apply:

in the absence of a duly justified observation by the Client within the timeframe stipulated in the Proposal, and failing this within five (5) working days following the supply of the deliverable by AXICOM SECURITY, acceptance shall be automatically acquired,

in the event of a reservation made by the Client during the acceptance procedure, acceptance of the deliverables is automatically acquired as soon as the reservations are lifted,

a Minor Defect does not prevent final acceptance of a deliverable or batch,

a Medium Defect does not prevent the provisional acceptance of a deliverable or batch,

by express agreement, the start of production of a batch or the use of a deliverable automatically entails final acceptance of the said batch or deliverable,

final acceptance cannot be challenged on any grounds whatsoever.

The Customer is solely responsible for the use of the results of the Services after acceptance. AXICOM SECURITY makes no commitment regarding the implementation of these results, or regarding the achievement of general or specific objectives sought by the Client, such as productivity gains.

ARTICLE 30. POSTPONEMENT OF CONDITIONS (SUBCONTRACTING)

(Article dedicated solely to the Intermediary and to the Service Provider in the case of subcontracted services)

If the Service is subcontracted by the Provider to the Intermediary for a Customer, the Intermediary must comply with the following conditions:

Respect and take on board the terms of the intervention and technical framework of the quotation or any other document relating to the proposal drawn up

Respect and take over the financial conditions related to the established proposal

The Intermediary shall be responsible for and liable for any deviation from the proposal that may result in a financial surcharge, conflict or any other problem for the Customer.