

GENERAL TERMS AND CONDITIONS OF SERVICE

1. General Provisions – Scope

- a) These General Terms of Service (the « **General Terms** ») apply to all commercial proposals of MYRISSI and all orders for services between MYRISSI (« **MYRISSI** ») and its clients (the « **Client(s)**»), including without limitation to any consulting, study, analysis, access to MYRISCENT platform, research and/or development services, hereinafter referred to as the « **Service(s)**». These General Terms set forth the mutual rights and duties of MYRISSI and of its Clients.
- b) These General Terms also apply more generally to all business relations between MYRISSI SAS and its Client, despite any clause to the contrary in any existing general terms of purchase of the Client. The issuing of a purchase order by the Client implies its full acceptance of these General Terms, without reserve. These General Terms shall therefore automatically prevail on any general terms of the Client, unless otherwise specified in writing by MYRISSI.

2. Commercial Proposals – Orders

- a) The Client shall provide to MYRISSI sufficiently in advance (and in any case before the foreseen starting date of performance of the Services) with the specific definition of its needs, its possible technical specifications and/or any useful or necessary information for the adequate preparation by MYRISSI of its commercial proposal and for the definition of the scope of the Services.
- b) The prices offered by MYRISSI upon the establishment of its commercial proposals are based on the Client's demand, including information and data provided by the Client. Prices are denominated in euros and calculated net of tax. They will be increased by the VAT rate and transport charges applicable on the day of the order. Such prices and the performance terms may be revised by MYRISSI in the event such specifications, information or data of the Client are inaccurate or incomplete.
- c) The purchase order of the Client shall become effective only when confirmed by MYRISSI in writing (by email or through an acknowledgement of receipt). MYRISSI shall not be bound to start the performance of any service until MYRISSI has received the first payment instalment by the Client.

3. Service Performance Time - Delivery

- a) The time schedules for the performance of the Services by MYRISSI are indicative only. The Services performance time starts on the day of the receipt of the accepted commercial proposal and of MYRISSI's acceptance of the Client's purchase order. Unless otherwise provided, each Service ends with the provision to the Client of the final Service report prepared by MYRISSI.
- b) The final time-schedule of the Services will be set by common agreement between the Parties. It may be the subject of adaptations in the event of a request for a change in the scope of the Services by the Client.
- c) MYRISSI shall make commercial reasonable efforts to meet the Service schedule defined by common agreement with the Client. MYRISSI's liability shall not be incurred other than in the event of significant delays in relationship to the contractual schedule due to MYRISSI, it being understood that MYRISSI's liability cannot be incurred in the event of any late delivery of the Service due to the Client itself (for instance delay in sending the necessary information, materials or documents for the Service, unavailability of the contact persons the Client's ...). Further, the liability of MYRISSI shall not be incurred in the event of any delay due to a force majeure event and more generally in case of external circumstances preventing, limiting or delaying the performance of the work of MYRISSI or causing an excessive increase in its commitments (including access to the MYRISCENT platform or one of the customizations of this platform). In those events, the delivery times of MYRISSI or access to the MYRISCENT platform shall be extended by a period corresponding to the duration of those circumstances, without damage payments. Furthermore, MYRISSI cannot be held responsible in case of impossibility of access to the platform MYRISCENT for any reason beyond its control or for a stop due to an update of the program.

4. Cancellation or Change in the Services

The scope of the Services, a commercial proposal or a purchase order may be changed throughout the course of the Service, either on the Client's request or on the request of MYRISSI. To become effective, such changes shall be the subject to a mutual agreement of both parties, formalised in a written amendment signed by their authorised representatives. Such amendment shall determine the new outlines and scope of the new Services, as well as the new applicable time-schedule allotted and the price change, if any. Should MYRISSI accept the cancellation of all or part of a purchase order, all amounts already paid by the Client to MYRISSI will be non-refundable and will be retained by MYRISSI.

5. Quotation Validity Period

Unless otherwise provided each commercial proposal issued by MYRISSI shall remain valid for a period of one (1) month as from its issuing date. After that time, MYRISSI reserves the right to change the price, the time-schedule and/or other Services performance terms.

6. Mutual Undertakings

- a) MYRISSI agrees to efficiently use all its experience and know how to successfully complete in the best possible conditions all Services that it is entrusted with.
- b) It is expressly agreed that the performance of the Services by MYRISSI shall be an "obligation of means" and not an "obligation of result".
- c) MYRISSI may sub-contract all or part of the Services, after informing the Client thereof. MYRISSI shall remain in any case responsible for its possible sub-contractors.
- d) The Client shall provide to MYRISSI any information, any sample, any report or any document regarding the Client's activities or projects that could be useful or necessary to MYRISSI, or that MYRISSI should be aware of, for MYRISSI's successful performance and completion of the Services. MYRISSI shall ask the Client as needed for any necessary information and agrees to inform it regularly of the progress and possible difficulties in its Service.

7. Confidentiality

- a) Any information provided by one party to the other, verbally or in writing, regarding its concepts, ideas, strategies, procedures, processes, specifications, documents, drawings, calculations, plans and any item, sample, specimens, including its know-how, its intellectual property and any elements of information, documents and legal, technical or business database (the « **Information** ») shall be treated as strictly confidential information by that other party and shall not be provided to any third party without the disclosing party's prior and written consent. The said Information shall be exclusively used by the parties for the purpose of the performance of the respective Services.
- b) This mutual confidentiality clause shall remain effective throughout the whole term of the performance of the respective order and for 5 years following the end date of each Service.
- c) Unless otherwise agreed with the Client, MYRISSI is authorized to name the Client's commercial name or brand in its commercial references, on all type of support including its website, it being understood that MYRISSI will in no event disclose confidential information of the Client.

8. Intellectual property

- a) Each party agrees to comply with the Information and all intellectual property rights of the other party.
- b) The Client warrants and represents to MYRISSI that all Client's Information and data, products, samples, materials, processes provided or communicated to MYRISSI by the Client or on behalf of the Client is the lawful property of the Client, or is validly and lawfully licensed to the Client, and that the access to, use or change of such

information, data, products, materials, processes by MYRISSI in the framework of MYRISSI's performance of the Services is lawful and does not breach or infringe any right of third parties. Therefore the Client shall indemnify and hold MYRISSI harmless from and against any dispute, claim, litigation, damages, losses or actions from third parties alleging that their rights could be the subject of any infringement or potential infringement by MYRISSI and/or the Client.

c) MYRISSI shall at all times remain the sole and exclusive owner of all information or know-how which could be disclosed or communicated by MYRISSI to the Client and/or implemented or used by MYRISSI for the performance of the Services. All intellectual property rights relating to all drawings, plans, samples, processes, know-how, reports and/or other documents provided or communicated to the Client remain the ownership of MYRISSI.

9. Price – Payment terms

a) Unless otherwise agreed to by MYRISSI, payments to MYRISSI shall be made as follows:

- 40% of the price upon ordering, following receipt of the quotation. Once validated by the client, the quotation has contract value.
- 60% of the price upon delivery of the final service, following receipt of MYRISSI's invoice.

Payments will be made by the Client in accordance with the payment terms defined in MYRISSI's commercial offer and invoice(s). The Client shall pay additionally the VAT and all taxes and customs duties and other similar costs possibly applicable at the current rate on the day of the order.

b) Any Service shall be the subject to one or more invoices stating the reference number of the commercial proposal, the charged price detail, possible discounts and related costs.

c) Unless otherwise agreed the invoices shall be paid by cheque or wire transfer on MYRISSI's following bank account:

BNP PARIBAS VANDOEUVRE LES NANCY (01006)

IBAN: FR76 3000 4010 0600 0100 8149 517 BIC: BNPAFRPPNCY

d) In the event of any late payment invoices or failure to pay by the Client, the amounts due shall become immediately due as from the day following the term date, until the date of the payment of all amounts owed, with no injunction nor further formality. The Client shall also automatically bear with no prior injunction, a late payment penalty equivalent to three times the legal interest rate in force on the day of delivery of the service. In addition to the indemnity for late payment, any sum, including the deposit, not paid on its due date shall automatically give rise to the payment of a flat-rate indemnity of 40 Euros due for recovery costs, without prejudice to any other right of MYRISSI.

e) The Client shall not delay any of the payments owed nor carry out any compensation, even in the event of a dispute with MYRISSI, whatever the reason of such dispute. If within fifteen days following the implementation of the clause of "late payment invoices or failure to pay" the buyer has not paid the sums remaining due, the sale will be cancelled by operation of law and may give right to the allocation of damages to MYRISSI SAS.

10. Warranties – Liability Limitations

a) MYRISSI warrants the professional performance of the Services and agrees to make commercial reasonable efforts to perform such Services in compliance with the contractual terms, including delivery times. MYRISSI shall act as simple advisor and / or consultant to the Client; it is therefore agreed that due to the uncertainty related to the very nature of the Services (study services, consulting, analysis, research and/or development, access to MYRISCENT platform), MYRISSI does not warrant that the objectives or deliverables expected by the Client will necessarily be successfully completed or completed within the contractual time-schedule, despite MYRISSI's efforts to do so. The delivery time indicated at the time of registration of the order is given for information only and is not guaranteed. Consequently, any reasonable delay in the delivery of goods or services may not give rise to the buyer's benefit to:

- awarding damages
- cancellation of the order.

The transport risk is entirely borne by the buyer.

b) Any recommendation, any technical or scientific advice or guidelines given by MYRISSI within the framework or upon the completion of the Services, whether given verbally or in writing or through tests or analytical results, shall only reflect the own experience of MYRISSI. Such advice is given in good faith, for purely professional purposes but with no warranties from MYRISSI.

c) The liability of MYRISSI shall not be incurred as a result of the decisions or orientations made by the Client based on the Services performed by MYRISSI or based on the reports provided by MYRISSI.

d) MYRISSI shall incur no responsibility nor any liability for any punitive damage or indirect or non-consequential losses or damages of the Client including but not limited to production or operational losses, profit losses, productivity losses, financial or business losses, arising – directly or indirectly – from the Services and/or their consequences. Notwithstanding any other term or applicable provision of these General Terms or any other contractual agreement, the liability of MYRISSI for each Service shall also be in any case limited to the total amount of each Service performed for the Client. The Client waives any other claim against MYRISSI beyond that amount and agrees to secure such a waiver from its own insurers.

11. Disputes – Settlement

a) It is agreed by MYRISSI and the Client that should a dispute arise between them in connection with a Service, an order, a contract or these General Terms, the Parties shall try to promptly find, in good faith, an amicable solution and try to reconcile before any legal action. To that effect, the claiming party shall state its claims by registered mail with receipt confirmation to the other party and suggest holding a meeting. Failing reaching an amicable solution within one month following the receipt of the letter containing the claims, and provided at least one conciliation meeting took place between the parties, the parties shall recover their freedom of action.

b) These General Terms are exclusively governed by the laws of France excluding any other law. Any dispute relating to the interpretation and performance of these General Terms shall be brought exclusively to the Business Court (*Tribunal de Commerce*) of Nancy, France.

12. Termination

In the event of any breach of contract by the Client or any failure by the Client to comply with its duties resulting from a commercial proposal, a purchase order or a contract, MYRISSI shall be allowed, through a written notification sent to the Client, and without prejudice to any other claim of MYRISSI, to terminate all or part of the respective contract or purchase order without any responsibility or liability whatsoever. In addition, MYRISSI shall be allowed to be reimbursed by the Client for all costs and expenses incurred by MYRISSI as a result thereof and to seek compensation for any loss or damage it sustains in connection with the Client's late performance or failure to perform the respective contract or purchase order. In addition, MYRISSI shall be exempted from any undertaking to the Client.

13. Force Majeure

a) The party victim of a force majeure event shall immediately inform the other party in writing of the said event and provide any useful information and supporting document in relation to that force majeure event and its possible expected duration. The force majeure events shall be those specified by the French Civil Code and relating case law.

b) If a force majeure event affects a party, that party shall not be held responsible for any failure to perform its contractual duties. In addition, MYRISSI shall have reasonable additional time to perform its duties.

c) No force majeure event preventing the use of the results of the Services or reducing the needs of the Client shall allow it to suspend or delay the payments owed nor to terminate any part of the respective orders. If however a force majeure event make it impossible to perform an order for a period of more than two months, the order may be automatically terminated without any formality by one of the parties.

14. Non-Solicitation

The Client agrees that, during the term of performance of any Service and for a period of 24 months thereafter, the Client shall not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee, representative, consultant or agent of MYRISSI to leave MYRISSI for any reason whatsoever, or hire any employee, representative, consultant or agent of MYRISSI.

15. Final Provisions

a) Unless otherwise agreed in writing by MYRISSI, no change made by the Client to these General Terms or any commercial proposal may bind MYRISSI, whether indicated in the order form of the Client or in any other document. Any contractual change made on the Client's request and accepted by MYRISSI may result in a change in the prices and delivery of the Service.

b) No failure to exercise any part of its rights by a party shall constitute a waiver or cancellation of that right.

c) Should it appear that some of the provisions of these General Terms are invalid, unenforceable or illegal in full or in part, or cannot be applied for any reason, the other provisions of these General Terms shall remain unchanged and shall continue to apply to the parties.

d) The specific provisions of a contract, of a purchase order accepted by MYRISSI, of an agreement signed by the Client and MYRISSI and including specific clauses that may conflict with these General Terms shall prevail on the respective provisions of the General Terms.

e) The Client shall not transfer any contract, any access code to the MYRISCENT platform, nor any purchase order or rights arising from these terms, nor any claim owed by MYRISSI, to any third party, without MYRISSI's prior written consent.

f) The reports, deliverables or results shall be provided to the Client in French or in English. Should the Client ask MYRISSI to translate any technical document, reports, deliverables, minute, etc... into any other language, the corresponding translation costs shall not be included in MYRISSI's prices and will be charged as extra costs to the Client.

CONFIDENTIAL