

GENERAL TERMS AND CONDITIONS OF SERVICES (hereinafter the “GTCS”)

ARTICLE 1. PURPOSE AND SCOPE OF THE GTCS

1.1. The GTCS define the contractual terms and conditions applicable to the services provided by SANTARELLI, a simplified joint-stock company with share capital of EUR 1,953,090, registered with the Toulouse Trade and Companies Register under number 449 154 152 and whose registered office is located at 6, Impasse Michel Labrousse, 31100 Toulouse (hereinafter “SANTARELLI”), to its clients (hereinafter the “Clients”) in the course of practising the regulated profession of Industrial Property Attorney.

1.2. The services provided by SANTARELLI to Clients refer to all legal, technical or administrative services, actions, interventions and advice provided by SANTARELLI, including in particular, without limitation:

- i. The definition and implementation of strategies for the protection, defence and exploitation of the Client's intellectual property rights;
- ii. The carrying out of searches, studies, consultations and audits;
- iii. The drafting, filing, prosecution, management, renewal, maintenance, defence and challenge of intellectual and industrial property titles;
- iv. Assistance, representation and defence of the Client before offices and administrative authorities;
- v. The drafting, negotiation and implementation of agreements whose purpose or effect is the use or exploitation of intellectual and industrial property rights;
- vi. More generally, any intervention agreed between SANTARELLI and the Client in the field of intellectual and industrial property.
(hereinafter the “Services”).

1.3. The GTCS form an integral part of any quotation issued by SANTARELLI and apply throughout the performance of the Services.

In the event of any conflict between the provisions of these General Terms and Conditions and those of a proposal for Services, the terms of that proposal for Services shall prevail for the determination of the respective rights and obligations of the Client and SANTARELLI.

1.4. The GTCS prevail over any other general or special terms and conditions issued by the Client.

1.5. The GTCS may be supplemented, adjusted or derogated from by specific provisions set out in the quotation or in any written document exchanged between SANTARELLI and the Client, provided that such document evidences a clear agreement of intent between SANTARELLI and the Client. Any exception or derogation requested by the Client must be subject to SANTARELLI's prior written agreement.

1.6. The GTCS apply exclusively to Services performed by SANTARELLI offices located in France.

ARTICLE 2. ENFORCEABILITY OF THE GTCS

The GTCS are deemed to have been accepted without reservation by the Client on the earliest of the following dates:

- Signature by the Client of a quotation issued by SANTARELLI;
- Receipt by SANTARELLI of a purchase order issued by the Client reflecting the terms of SANTARELLI's offer;
- More generally, the Client's written acceptance of a proposal for Services issued by SANTARELLI, including by electronic exchange, where such acceptance establishes the parties' agreement of intent.

The fact that SANTARELLI does not rely at any given time on any provision of the GTCS shall not be interpreted as a waiver of its right to rely subsequently on any such provision.

ARTICLE 3. TERMS AND CONDITIONS FOR PERFORMANCE OF THE SERVICES

3.1. Conduct of the Services

The Services are performed by the professionals designated by SANTARELLI, in accordance with best practice, applicable standards and the professional rules applicable to the regulated profession of Industrial Property Attorney, and in particular in accordance with:

- The quotation(s) accepted by the Client, and/or
- Any other written document exchanged between SANTARELLI and the Client throughout the performance of the Services, provided that it evidences an agreement of intent between the parties.

During the performance of the Services, the Client may ask SANTARELLI to modify the initial scope of the Services. Such requests for modification must be notified in writing by the Client to SANTARELLI and must be the subject of a separate written agreement between the parties, which may result in an adjustment to the price of the Services. As a general rule, the Client shall bear any additional costs arising from modifications to the Services.

3.2. Professional ethics

SANTARELLI carries out its activities in compliance with the legal and regulatory provisions applicable to its profession, in particular those arising from the French Intellectual Property Code and the professional and ethical rules issued by the competent professional or representative bodies.

The Services are performed in accordance with this framework, in compliance with the essential principles of the industrial property attorney profession, including in particular independence, confidentiality, prevention of conflicts of interest and diligent performance of the assignments entrusted.

3.3. Services relating to the filing of an industrial property title

Unless expressly instructed otherwise by the Client, any Service relating to the filing of an industrial property title (patent, design, trademark) begins with the initiation of the official examination procedure and ends with the final grant of the industrial property title or, where applicable, with the rejection or withdrawal of the application; it being specified that the actions and formalities relating to the rejection and/or withdrawal of the application may give rise to additional costs, such as, without limitation, transmission costs, translation costs and/or costs relating to the abandonment of the procedure, which shall be borne by the Client.

3.4. Abandonment, termination of mandate and/or termination

Where the Client instructs SANTARELLI to abandon an industrial property title, SANTARELLI is no longer required to forward to the Client any official communications that it may receive in relation to that industrial property title.

In the event of termination of mandate or termination of the Services relating to an industrial property title, SANTARELLI is not required to forward to the Client any communications it may still receive in relation to that industrial property title, nor to review or respond to them, unless the parties expressly agree otherwise.

3.5. Resources deployed and working languages

The resources deployed by SANTARELLI for the performance of the Services are determined in particular on the basis of a number of hours corresponding to the ratio between the price of the Service and SANTARELLI's hourly rate, as set out in SANTARELLI's general fee schedule. In setting their amount, fixed fees also take into account the uncertainty inherent in the file, which may sometimes be handled more quickly than anticipated, as well as the risk that the time spent on a given file may sometimes be significantly higher.

French and English are the languages in which SANTARELLI is able to perform the Services within the framework of the quotation signed by the Client.

If it is necessary to process documents or information, or to draft documents, in a language other than French or English, SANTARELLI shall inform the Client, who shall decide whether to arrange, at its own expense and under its own responsibility, a partial or full translation.

3.6. Deadlines for performance of the Services and official deadlines

In the absence of an express written commitment by SANTARELLI to a firm deadline, the deadlines indicated for performance of the Services are provided for information purposes only and do not constitute a contractual commitment to the Client. As these deadlines are not mandatory, any overrun may not be considered grounds for termination of the Services or for challenging the amount of the fees. In the event of an overrun of the estimated performance deadlines proposed, SANTARELLI shall inform the Client of any difficulties encountered.

3.7. Refusal of Services

SANTARELLI reserves the right to refuse any request for Services on legitimate grounds, including in particular, without limitation, in the event of:

- An actual or potential conflict of interest,
- An infringement or risk of infringement of its professional, ethical or legal obligations,
- Material impossibility of providing the Services under conditions consistent with its quality requirements,
- Failure by the Client to comply with its own obligations, in particular in the event of unpaid amounts or failure to cooperate.

ARTICLE 4. CLIENT'S OBLIGATIONS

4.1. Obligation to cooperate and provide information

For the proper performance of the Services, the Client undertakes to make available to SANTARELLI all useful information in its possession, in particular any document or information necessary for the performance of the Services.

4.2. Verification

The Client is responsible for promptly verifying the material and technical accuracy of the documents sent by SANTARELLI in connection with the Services and for reporting in writing any error, omission or inconsistency.

Where SANTARELLI requests the Client's agreement or instructions when sending documents, the absence of a written response within the indicated period (or, failing that, within a reasonable period) shall constitute approval of the documents concerned and shall authorise SANTARELLI to continue performing the Service on that basis.

4.3. Deadlines

Where the performance of the Services involves compliance with official, regulatory or procedural deadlines (including priority, filing, renewal, response to notification, opposition, appeal or tax-payment deadlines), the Client must provide SANTARELLI with its instructions as soon as possible and, in any event, at least one (1) month before the relevant deadline, unless otherwise agreed by SANTARELLI.

If the Client files an industrial property title application itself with an intellectual property office, the Client alone shall be responsible for ensuring compliance with the applicable regulatory deadlines. Under no circumstances may SANTARELLI be



held liable for the management of, or failure to comply with, such deadlines, unless the parties expressly agree otherwise.

Where the Client's instructions reach SANTARELLI late or after the expiry of an official or regulatory deadline, SANTARELLI shall be released from any liability in respect of the timely and proper performance of the Service concerned.

Unless the Client gives express written instructions accepted by SANTARELLI, SANTARELLI shall in no case be required to take exceptional measures aimed at extending a deadline or restoring a right relating to a missed deadline. Where applicable, the costs and fees relating to such measures shall be borne by the Client.

ARTICLE 5. RECEIPT AND ACCEPTANCE OF THE SERVICES

5.1. Presumption of acceptance of the Services

The Services performed by SANTARELLI and delivered to the Client shall be deemed compliant and accepted by the Client in the absence of a written and reasoned objection sent to SANTARELLI within two (2) weeks of their receipt.

5.2. Objection to the Services

In the event of a reasoned objection by the Client submitted within the period referred to in Article 5.1, SANTARELLI undertakes to use its best efforts to ensure, as soon as possible, that the Services comply with the quotation or, more generally, with the terms agreed between the parties.

5.3. Partial Services requiring a response from the Client

Where the performance of the Services results in the delivery to the Client of partial or interim elements requiring a response, instructions or validation from the Client, and no response is received within one (1) month of such delivery, SANTARELLI may invoice the full amount of the relevant Services.

ARTICLE 6. CONFIDENTIALITY, CORRESPONDENCE, ARCHIVES AND SUBCONTRACTING

6.1. Confidentiality

6.1.1 Professional secrecy

In accordance with Article L. 422-11 of the French Intellectual Property Code, SANTARELLI, in its capacity as an industrial property attorney firm, observes professional secrecy for all services provided to the Client. This secrecy covers in particular consultations, professional correspondence (except correspondence marked "official"), interview notes and, more generally, all documents sent by the Client to SANTARELLI.

6.1.2 Exceptions

The confidentiality obligations do not apply to information:

- That was already lawfully in SANTARELLI's possession before being communicated by the Client;
- That SANTARELLI lawfully obtains from a third party not bound by any confidentiality obligation towards the Client; or
- That is disclosed and/or enters the public domain otherwise than through SANTARELLI (for example, without limitation, in the event of publication by any type of office of an industrial property title, publication of administrative and/or judicial decisions, etc.).

6.2. Correspondence

SANTARELLI sends to the Client the items relating to the Services by post and/or by email to the address indicated by the Client, without any specific encryption.

If the Client wishes email not to be used for correspondence, or wishes a specific encryption method to be implemented at its own expense, it must expressly inform SANTARELLI when ordering the relevant Services.

The Client agrees that SANTARELLI may implement any appropriate technical means to verify proper receipt of emails sent to the Client.

6.3. Files and archives

Without prejudice to the provisions of Article 8.7 of the GTCS, all documentation relating to the Services is digitised and retained by SANTARELLI in digital format only. SANTARELLI shall not retain or archive any file or document in paper format, regardless of the nature of the document concerned.

By way of exception to the foregoing, industrial property titles shall be retained in paper format for the time necessary to send them to the Client.

If the Client wishes the files or archives to be subject to specific protection or a specific retention method giving rise to additional invoicing, it must expressly inform SANTARELLI when ordering the relevant Services.

6.4. Subcontractors

The Client expressly authorises SANTARELLI to use any subcontractor and/or service provider necessary for the performance of the Services, including in particular, without limitation:

- Industrial property attorneys, lawyers, local correspondents and agents authorised to act before French and foreign offices (INPI, EUIPO, EPO, WIPO and national offices);
- Translators and language proofreading/validation service providers, including technical and legal translators;
- Technical draftsmen/illustrators;
- Tax/fee payment service providers and renewal/annuity management providers;
- Search service providers (prior art, availability, monitoring, investigations) and providers of access to specialised databases;
- Service/notification providers (such as court commissioners) and, where applicable, investigation or evidence-recording providers;

- IT and hosting providers necessary for case-management tools, exchange platforms and online services used in connection with the Services.

These subcontractors are required to preserve the confidentiality of the information and documents provided by the Client in connection with the Services.

ARTICLE 7. LIABILITY

7.1. General principles

In connection with the Services, SANTARELLI is bound by an obligation of means. It exercises the diligence and skills reasonably expected of a professional, having regard to the nature of the assignment entrusted, the information provided by the Client, the instructions received and the deadlines set, without any guarantee of result, in particular as to the outcome of any procedure, filing, opposition, appeal or litigation proceedings.

SANTARELLI may not be held liable where the non-performance or improper performance of the Services results, in whole or in part:

- From an act or omission of the Client, including, without limitation:
 - The inaccuracy, inadequacy, obsolescence or incomplete nature of the information, documents, technical elements or instructions provided by the Client;
 - Failure to inform SANTARELLI of a contentious context with a third party or of an established business relationship with that third party, where this would prevent SANTARELLI from properly assessing the level of risk generated by the file concerned;
 - The absence of validation, response or decision by the Client within the requested deadlines, late transmission of the elements necessary for performance of the Services, or lack of cooperation by the Client;
 - The choices, decisions, changes or interventions of the Client (or of any third party acting on its behalf) affecting the Service;
 - The Client's failure to comply with its contractual, legal or regulatory obligations, as well as its financial obligations.
- From an act or omission of a third party, including in particular correspondents, subcontractors, offices, administrations, courts, platforms or technical providers involved in the performance of the Service, where the event is not attributable to any fault of SANTARELLI, and in particular in the event of failure, unavailability, delay, error, rejection, decision, requirement or measure originating from such third parties;
- From a force majeure event within the meaning of Article 1218 of the French Civil Code, including in particular natural disasters, fires, external strikes, epidemics/pandemics, acts of war or terrorism, interruptions to telecommunication/energy networks, cyberattacks or widespread outages, as well as any administrative or governmental measure preventing performance of the Services.

In particular, it is recalled that SANTARELLI is not responsible for the consequences of non-compliance with official deadlines where the necessary instructions, validations, information or payments have not been received from the Client in due time, nor for the consequences of decisions, deadlines, practices or malfunctions of the competent offices and authorities.

7.2. Use of the Services and indirect damage

SANTARELLI may be held liable only for direct, personal and certain damage resulting from proven fault in the performance of the Services, subject to the existence of a direct causal link between such fault and the alleged damage.

SANTARELLI shall not be liable for:

- Indirect damage, such as loss of turnover, loss of margin, operating loss, loss of customers, damage to image or reputation, loss of data, or consequential commercial or financial loss;
- Loss of chance, except in the event of gross negligence;
- The consequences of using deliverables (opinions, analyses, recommendations, documents) beyond the scope of the assignment, outside their purpose, or after modification by the Client or a third party;
- The consequences of changes in regulations, doctrine or practice, or of a position adopted by an administration, court or competent body after performance of the Services;
- Delays, rejections, refusals, interruptions, transmission losses or decisions attributable to offices, administrations, courts, platforms, operators, providers or, more generally, to any third party involved in the performance of the Services.

7.3. Limitation of liability and insurance

SANTARELLI declares that it has taken out professional civil liability insurance in accordance with Article L.422-8 of the French Intellectual Property Code.

SANTARELLI's liability for direct, personal and certain damage attributable to the performance of the Services is strictly capped, for all causes combined, at the amount of the guarantee actually covered by its professional civil liability insurance policy for the loss concerned.

7.4. Filings of industrial property titles and transmissions

Where SANTARELLI, on behalf of the Client, files an application for an industrial property title or carries out a formality (registration, transmission, renewal, etc.) with the INPI or any other industrial property office, SANTARELLI performs the necessary actions in accordance with the requirements of the office concerned and on the basis of the information and approvals provided by the Client.



SANTARELLI shall not be liable for malfunctions, delays, rejections, transmission losses or partial receipts attributable to the systems or services of the office concerned, nor, more generally, for the decisions or requirements of that office. SANTARELLI shall inform the Client of any difficulty brought to its attention and, where possible, shall propose appropriate regularisation measures or corrective actions.

7.5. Database searches

Searches carried out in databases (prior art, availability, monitoring, etc.) are performed using the sources accessible at the time of the search and according to a defined scope (including keywords, classes, territories, period and databases queried).

Given the inherent limitations of such databases (update delays, coverage, data-entry errors, linguistic variations, partial access to certain sources), SANTARELLI cannot guarantee that the results are exhaustive or that there are no unidentified prior rights. The analyses and recommendations made following such searches constitute a professional assessment in light of the information available on the relevant date.

ARTICLE 8. PRICE, INVOICING AND PAYMENT

8.1. Price structure and quotations

The Client undertakes to pay all costs and fees relating to the Services necessary for their performance.

Depending on the nature of the Services, the quotation issued by SANTARELLI to the Client may:

- Either present a fixed price, including SANTARELLI's fees and, where applicable, an estimate of the costs, taxes and fees of correspondents or external service providers,
- Or set out separately SANTARELLI's fees, administrative costs, official taxes, external fees (including those of foreign correspondents) and other associated costs.

The applicable pricing terms are defined in the order document accepted by the Client (hereinafter the "Order Document"), which may take the form of a quotation, purchase order, validation email or, more generally, any written document establishing the Parties' agreement on the scope of the Services and/or their invoicing terms.

The prices stated in the Order Document are payable under the conditions set out in this Article 8, may be subject to additional charges as described in these GTCS, and are valid for three (3) months from the date of the quotation.

SANTARELLI reserves the right to update its rates, in particular in the event of changes to official taxes, costs of external providers, exchange rates or applicable regulations. However, for Services already covered by an accepted quotation, the agreed prices remain applicable, unless otherwise agreed in writing.

8.2. SANTARELLI's fees

SANTARELLI's fees are determined according to the nature and complexity of the Services, the number and qualifications of the professionals involved, the time spent and, where applicable, the stakes involved for the Client.

For certain categories of Services, SANTARELLI makes available to the Client, upon simple request, an indicative fee schedule and/or pricing grid.

In accordance with the professional rules applicable to industrial property attorneys, SANTARELLI may neither bear on behalf of the Client the financial risks or costs of an operation or intervention, nor set its remuneration solely on the basis of the expected outcome of an operation or procedure.

8.3. Costs, taxes, external fees and administrative costs

Unless otherwise provided in the quotation, SANTARELLI's fees do not include official taxes (in particular those of industrial property offices), the costs and fees of correspondents or external service providers, or bank or administrative fees related to their processing. These items are invoiced in addition to SANTARELLI's fees, either included in a fixed fee or itemised separately.

Due to the administrative, accounting and banking processing costs incurred, reimbursements of costs, taxes or external fees received by SANTARELLI from a third party shall be remitted to the Client only after deduction, where applicable, of an amount corresponding to the management costs incurred.

8.4. VAT

Unless otherwise indicated, the rates stated are exclusive of tax.

Value added tax (VAT), where applicable, is invoiced in addition, at the rate in force on the date the invoice is issued, in accordance with French and European legal and regulatory provisions.

8.5. Retainer and performance of the Services

In accordance with professional practice, performance of the Services is, in principle, subject to prior payment by the Client of a retainer. Unless otherwise stated in the Quotation, this retainer is set at seventy percent (70%) of the amount of the Services inclusive of all taxes.

SANTARELLI reserves the right to request a higher retainer, up to the total amount of the Services, in particular in the case of a new Client or a Client with unpaid invoices or late payments for previous services.

The Services shall begin only after actual receipt of the requested retainer, regardless of the consequences for the Client, including in the event of a deadline being exceeded that may result in the loss of a right. SANTARELLI shall not be liable in this respect.

8.6. Invoicing, interim invoicing and payment terms

Invoices corresponding to the Services are issued according to the invoicing method indicated in the quotation (fixed-fee or itemised). Where applicable, they mention the amounts already paid as a retainer.

In principle, each Service is invoiced upon delivery of the agreed elements. Where performance of a Service continues over time and extends over a period of at least sixty (60) days, SANTARELLI may issue one or more interim invoices corresponding to the actions performed and/or the time already spent.

Unless otherwise specifically agreed and/or otherwise stated on the invoice, invoices are payable thirty (30) days from the invoice date. Payment may be made, at the Client's option:

- By cheque, made payable to SANTARELLI, mentioning the invoice number, sent to: SANTARELLI - Client Accounting - 6, impasse Michel Labrousse, 31100 Toulouse;
- By bank transfer, mentioning the invoice number, to SANTARELLI's account, the details of which (IBAN/BIC) appear on the invoice;
- By bank card payment via the online payment link indicated on the invoice, mentioning the invoice number in the dedicated form.

Where invoicing is not on a fixed-fee basis, invoices may mention separately, where applicable:

- Official taxes and procedural costs;
- External costs, taxes and fees, as well as associated administrative costs;
- SANTARELLI's fees (with, where applicable, an indication of the identity of the professionals involved and/or their hourly rate and the time spent).

8.7. Late payment - Penalties, suspension and consequences

In the event of late payment, late-payment penalties calculated at three (3) times the statutory interest rate shall apply automatically and without prior formal notice, from the day following the due date appearing on the invoice (i.e., in principle, 30 days) until full payment of the sums due.

Any late payment shall automatically entail, in addition to late-payment penalties, the payment of a fixed indemnity for recovery costs of forty (40) euros, in accordance with Articles L.441-10, II and D.441-5 of the French Commercial Code. Where the recovery costs incurred by SANTARELLI exceed this amount, an additional indemnity may be claimed upon production of supporting documents. Specific reminder and formal notice costs may also be invoiced to the Client.

In the event of late payment or non-payment, SANTARELLI is also authorised, without prejudice to any other remedy:

- To suspend all or part of the ongoing Services;
- To retain the retainer paid when the order was placed as compensation;
- And, in particular, where deadlines imposed by authorities or offices are exceeded, to abandon, or have its foreign correspondents abandon, intellectual and industrial property titles and all procedures initiated in the Client's name.

SANTARELLI shall not be liable in such cases, the Client bearing all consequences associated with these measures.

Until the sums due have been paid in full, SANTARELLI is also authorised to retain all documents relating to intellectual and industrial property titles, and in particular the official certificates relating to such titles.

8.8. Services involving foreign correspondents and foreign procedures

Services requiring the involvement of foreign correspondents in the context of foreign procedures relating to industrial property titles involve the transmission and translation of official documents (including notifications from the industrial property offices of the countries concerned), as well as processing, analysis and, where applicable, translation costs for those documents.

SANTARELLI is authorised to pass on all such costs to the Client, which may not refuse to pay them even if, after receiving such transmissions, it decides not to continue the grant procedure for the intellectual and industrial property titles concerned.

8.9. Objection to invoices

Any objection relating to an invoice (amount, scope of the invoiced Services, or costs/taxes/disbursements) must be notified to SANTARELLI in writing, must be precise and reasoned, and must be made within fifteen (15) days of the date on which the Client receives the invoice.

Failing any objection within this period, the invoice shall be deemed accepted by the Client.

8.10. Payment deadlines - Legal framework

Unless otherwise specifically agreed in writing between the parties, the sums due for the Services are payable within the period mentioned in Article 8.6 and, in any event, in compliance with the mandatory provisions of the French Commercial Code relating to payment deadlines between professionals, including Article L.441-10.

ARTICLE 9. USE OF THE SERVICES

Subject to full payment of the price of the Services, the Client may freely use the Services performed by SANTARELLI within the scope of the agreed assignment and for its own needs. Any use for other purposes, any adaptation, or any use in a context different from that for which the Services were performed shall be at the Client's sole responsibility; the Client remains solely responsible for the decisions taken and operations carried out on the basis of the Services.

In particular, the Client is solely responsible for:

- Its interpretation of the analyses, recommendations or deliverables;
- Their operational, technical, commercial or legal implementation;
- Compliance with its applicable legal and regulatory obligations.



ARTICLE 10. ONLINE ACCESS TO FILES (WEB SERVICE)

The Provider may make available to the Client, on a purely optional basis, via a server connected to the Internet, an online application for monitoring grant procedures for industrial property titles and accessing certain documents relating to Client files (in particular via the "mySantarelli" portal or any other equivalent portal).

This service constitutes an additional information tool, provided without any guarantee of availability, continuity, completeness or accuracy of the information it contains. The data accessible via this portal may be partial, delayed or inaccurate, in particular due to the timeframes or methods used by the offices concerned to update information.

Consequently, SANTARELLI shall not be liable for any inaccuracy, omission or delay affecting information available on the portal. The Client acknowledges that any decision, in particular any strategic decision or any decision having significant legal or economic consequences for its industrial property titles, must be taken exclusively on the basis of information previously verified and confirmed directly with SANTARELLI within the framework of the agreed Services.

Access to this service may be suspended or interrupted at any time, in particular in the event of suspension of the Services or non-payment, under the conditions set out in Article 8.7 of these GTCS.

diligent Party to the other Party shall fall, according to the nature of the dispute and in compliance with the applicable jurisdiction rules, within the jurisdiction of the French National Association of Industrial Property Attorneys (CNCPI), where it has legal jurisdiction, or, failing that, within the exclusive jurisdiction of the Paris Court for Economic Activities.

ARTICLE 11. TERMINATION

11.1. Termination for breach

In the event of a serious breach by either Party of any of its obligations under the GTCS, the other Party may terminate the ongoing Services as of right one (1) month after sending a formal notice by registered letter with acknowledgement of receipt that remains ineffective at the end of that period, without prejudice to any damages to which it may be entitled.

A serious breach includes, without limitation, any breach:

- Of an essential obligation of the GTCS, making it impossible or significantly compromising the continuation of the Services;
- Causing substantial harm to the interests, image or reputation of the other party;
- Relating to failure to pay the retainer requested in accordance with Article 8.5 of the GTCS, or to total or partial non-payment of an invoice that has fallen due and has not been remedied within one (1) month following receipt of the formal notice referred to in this Article 11.1;
- Repeated late payment or unpaid amounts, including where SANTARELLI has had to suspend the Services pursuant to Article 8.7;
- Lack of cooperation by the Client or failure to provide, within timeframes compatible with the procedures, the necessary information, instructions or approvals, where such failure significantly compromises performance of the Services or preservation of the Client's rights.

11.2. Financial consequences

In the event of termination, all Services performed up to the effective date of termination, as well as those performed by mutual agreement during the notice period, shall remain payable in full to SANTARELLI and shall be invoiced to the Client in accordance with the agreed terms.

Each party shall return to the other, upon request, any document or item belonging to the other party.

ARTICLE 12. NULLITY

If one or more provisions of the GTCS are declared null, invalid or unenforceable pursuant to a law, regulation or final decision of a competent court, the remaining provisions shall retain their full force and effect.

The parties undertake to negotiate in good faith, as soon as possible, a valid replacement provision having an equivalent economic and legal effect and reflecting, as far as possible, the parties' original intention.

ARTICLE 13. AMENDMENT OF THE GTCS

SANTARELLI may amend these GTCS at any time. The Client shall be informed of any amendment by any appropriate written means (including email, client area, or notification on the contractual medium).

The amended GTCS shall enter into force on the date indicated in the notification and shall apply:

- To new orders/new quotations accepted from that date;
- To ongoing relationships, provided that the Client, duly informed, has not notified its refusal within fifteen (15) days of the notification.

If the Client notifies its refusal within this period, the parties shall consult each other in order to agree on the next steps and, failing agreement, either party may terminate the ongoing Services in accordance with the terms of Article 11.

ARTICLE 14. GOVERNING LAW - DISPUTES

The GTCS are governed by French law. Any disputes relating to the existence, validity, interpretation, performance and termination of the GTCS which the Parties are unable to resolve amicably within thirty (30) days following notification of the dispute by registered letter with acknowledgement of receipt sent by the more