

Terms and Conditions for Consulting Services

1. GENERAL

- a. SGS (hereinafter called "**Consultant**") undertakes to provide services in accordance with these terms and conditions (hereinafter called "**Terms and Conditions**") and accordingly all offers or tenders of service and all resulting contracts, agreements or other arrangements will in all respects be governed by these Terms and Conditions, unless otherwise specifically agreed in writing. Unless otherwise agreed in writing, all the Services delivered to the Client by one or any of the companies affiliated to SGS SA (each hereafter referred to as "**SGS**") will be governed by the present Terms and Conditions and will constitute the entire agreement (hereafter referred to as the "**Contract**") between Client and SGS.
- b. Consultant acts for the person or body from whom the instructions to act have originated (hereinafter called "**Client**"). No other party is entitled to give instructions, particularly on the scope of any report, unless so authorised by Client, and agreed in writing by Consultant.
- c. Consultant is irrevocably authorised by Client to deliver at Consultant's discretion any report to a third party where so instructed by Client or where it implicitly follows from circumstances, trade custom, usage or practice.

2. DEFINITIONS

In these terms and conditions the following terms shall have the following meanings:

- a. "**Deliverable**" means the report that will be provided to the Client upon completion of the Services;
- b. "**Proposal Acceptance**" means the document sent by the Client confirming its acceptance of the Proposal;
- c. "**Proposal**" means document sent by the Consultant outlining the scope and costs of the Consulting Services;
- d. "**Consulting Services**" means those

specific services specified in the Proposal.

3. PROVISION OF SERVICES

- a. Consultant undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.
- b. Consultant will provide services in accordance with:
1. Client's specific instructions as confirmed by Consultant;
 2. any relevant trade custom, usage or practice, and
 3. such methods as Consultant shall consider appropriate on legal, technical, and/or financial grounds.
- c. Documents reflecting engagements contracted between Client and third parties, or third parties' documents, such as copies of contracts of sale or purchase, instructions, guidance, etc., are (if received by Consultant) considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by Consultant.
- d. Subject to Client's instructions as accepted by Consultant, Consultant will issue reports which reflect statements of opinion made with due care within the limitation of instructions received but Consultant is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.
- e. Consultant may delegate the performance of the whole or any part of the services contracted for with Client to any agent or sub-contractor.
- f. Where Consultant is instructed to write copy for the advertising, labelling, or marking, in whatever eventual form, of any product or service, it will be the sole responsibility of the broadcaster, or publisher, or whosoever puts that copy into the public domain, to ensure that the contents of the copy are in accordance with the relevant laws and any other technical, legal, or regulatory requirement that is applicable at the

time.

4. OBLIGATIONS OF CLIENT

Client will:

- a. ensure that instructions to Consultant and sufficient information are given in due time to enable the required services to be performed effectively, including any labelling, instructions, claims, supporting evidence as necessary.
- b. supply, if required, any special information necessary for the performance of the services;
- c. take all necessary steps to eliminate or remedy any obstruction to, or interruptions in, the performance of the services;
- d. inform Consultant in advance of any known legal issue, action, or record, actual or potential, either in the UK or any other place, that pertains to the product and/or service that is subject to the Contract;
- e. fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party, whether or not a report has been issued by Consultant.

5. LIABILITY AND INDEMNIFICATION

- a. Except in the case of death, injury or fraudulent misrepresentation, the liability of Consultant in respect of any claim for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to the amount of the fee payable in respect of the specific service required which gives rise to such claim, provided, however, that Consultant shall have no liability to Client for any indirect, special or consequential loss of Client (including loss of profits). Client acknowledges that Consultant does not, either by entering into a contract or by performing services, assume, abrogate or undertake to discharge any duty of Client to any other person.
- b. Consultant is neither an insurer nor

a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

- c. Client shall guarantee, hold harmless and indemnify Consultant or sub-contractors against all claims (actual or threatened) made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non-performance, of any services.
- d. In the event that any unforeseen problem or expenditure arises in the course of carrying out any of the services Consultant shall be entitled to an additional charge to cover reasonable additional time and cost necessarily incurred to complete the services.
- e. If Consultant is unable to perform all or part of the services because of lack of access to or availability of information or undue postponement or delay, Consultant shall be entitled to a delay charge and to reimbursement of any non-refundable expense incurred by Consultant.
- f. Reports or other documents issued by Consultant or any agents or sub-contractors are issued on the basis of information, documents, and/or samples provided by, or on behalf of, the Client, and solely for the benefit of the Client who is responsible for acting as he sees fit on the basis of such reports or documents. Neither Consultant nor any agents or sub-contractors shall be liable to Client or any third party for any actions taken or not taken on the basis of the reports or other documents, nor for any incorrect information provided in the said reports or documents arising from unclear, erroneous, incomplete, misleading, or false information provided to Consultant by or on behalf of Client.

6. FEES AND PAYMENT

- a. Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company failing which interest will become due at the rate of 3 (three) times the rate of legal interest from the due date until payment is made and a fixed penalty for collection costs of 40 euros.
- b. Client shall not be entitled to retain or defer payment of any sums due to Consultant on account of any dispute, cross claim or set off which it may allege against Consultant or any other third party.

c. Client shall also pay all of Consultant's costs of collecting any amounts owed to Consultant, including legal fees and court costs.

d. In the event of any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client, Consultant shall be entitled to suspend or, at its option, terminate all further services forthwith and without liability.

- e. If Consultant is prevented by reason of any cause whatsoever outside Consultant's control from performing or completing any services for which an order has been given or an agreement made, Client shall pay to Consultant
 - 1. the amount of all abortive expenditure actually made or incurred;
 - 2. a proportion of the agreed fee commission equal to the proportion (if any) of the services actually carried out;

and Consultant shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

7. TERMINATION

- a. Unless otherwise agreed in writing, Client shall be entitled to terminate the Contract at any time by giving not less than 30 days' notice in writing to the Consultant. If Client terminates the Contract (other than by reason of default by Consultant in its obligations) Consultant shall be entitled to charge Client reasonable fees at its prevailing rates and expenses in respect of work carried out by it for Client prior to termination.
- b. Consultant shall be entitled, to terminate the Contract by giving not less than 30 days' notice in writing to Client. If Consultant terminates the Contract (other than by reason of default by Client in its obligations) Consultant shall reimburse to Client any sums paid by Client to Consultant less any expenses incurred by Consultant under the Contract, but Consultant shall not be liable to make any other reimbursement or pay any other compensation to Client.
- c. Unless otherwise agreed, either Party may terminate the Contract by reason of serious default by the other Party (the "Breaching Party") in its obligations at any time by giving not less than 30 days notice in writing to the Breaching Party after the Breaching Party failed to fix the notified default within 30 days from notification.
- d. Either Party shall be entitled to

terminate provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

- e. Unless otherwise agreed in writing, the obligations of the Parties shall apply notwithstanding the completion of the Services or termination of the Contract.

8. CONFIDENTIALITY

As used herein, "Confidential Information" shall include the Client Information as well as any information oral or written that a Party may acquire from the other Party pursuant to the Contract provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the Receiving Party on a non-confidential basis prior to the time of its disclosure by the Disclosing Party; (3) is disclosed by an independent third party with a right to make such disclosure. Unless required by law, neither Party shall disclose the other's Confidential Information to any person nor entity except as expressly provided for herein.

9. OWNERSHIP AND USE OF THE DELIVERABLES

- a. The ownership of the Deliverables provided to Client shall be vested in Client. Consultant has the right to make and retain copies of said Deliverables for the purposes of Consultant's own records subject to the provisions of Article 7 above.
- b. Any results or recommendations contained in the Deliverables are correct to the best knowledge at the time and on the basis of the instructions and information provided by Client. Consultant shall not be liable for any claims, actions, or any direct or consequential damages suffered by Client or any third party by use of such Deliverables and Client hereby agrees to indemnify Consultant against such liability arising from the use of such Deliverables.
- c. All drawings, models, systems, methods and documents supplied and/or used by Consultant in the performance of the Services or the Deliverables that have not been developed as a result of or specifically for the Services (the "Standard methods and materials") and the copyright and other intellectual property rights therein shall remain the property of Consultant.

10. CONVENTION ON PROOF

The Company and the Client undertake to consider the documents they exchange (in electronic form) as original documents, binding them in a full and complete manner. Consequently, the Company and the Client intend to give them a probative value, subject to compliance with contractual provisions.

The Company and the Client irrevocably agree to give to these documents the probative value accorded by the law to written documents in paper form.

The Company and the Client undertake to ensure that the content of their documents complies with obligations, in particular formal obligations, arising from Laws, Regulations and Commercial Practices. In any event, except in the case of a failure or corruption of their computer systems, the Company and the Client expressly waive their right to invoke the nullity or unenforceability of their transactions, on the grounds that they have been carried out through electronic systems.

11. BUSINESS SECURITY – CONFIDENTIALITY

The company is bound to business secrecy.

The Company undertakes to treat as confidential all commercial, financial, technical, analytical report(s) or other information obtained or generated in the course of the services provided to the Client and shall not use it or communicate it to any person, for any reason whatsoever or in any form whatsoever, without the Client's prior written consent, except to (i) prove the performance of the said Services and in particular to obtain payment for them, or (ii) in execution of a court decision that has become final and binding or (iii) at the request of a competent authority, in particular in the exercise of the powers

of investigation, control, authorisation or sanction of the judicial or administrative authorities.

All information obtained about the Client from sources other than the Client will be treated as confidential. The Company must preserve the confidentiality of the source and its identity will not be disclosed to the Client, unless the source agrees to such disclosure.

In the event that the Company to which information has been regularly communicated in the context of the services provided is legally obliged to disclose it (e.g. administrative or a judicial requisition, etc.), the Company undertakes to inform the Client as soon as possible (unless prohibited by the Requesting Authority) so that the latter can take any action necessary to safeguard its rights and/or waive them. In the event that such action has not been successful or if the Client waives its right to use it, the Company undertakes to disseminate only the information required by law.

As part of its certification or accreditation evaluations, the Company may give evaluators access to the Client's information (examination of inspection reports, analysis reports, etc.).

12. PERSONAL DATA

In the context of providing the services, the Company and the Client may access and process Personal Data (hereinafter referred to as "Personal Data") as separate Data Controllers, each for their own contractual and commercial purposes. They undertake to comply with applicable regulations, including Regulation (EU) 2016/679 (hereinafter "GDPR"), to share their privacy policies with the other party, and to inform and obtain the consent of data subjects where required. Each party also undertakes to take the necessary

measures to ensure the security and confidentiality of Personal Data. The Company's privacy policy is available at the following address: <https://www.sgs.com/-/media/sgscorp/documents/corporate/brochures/sgs-legal-privacy-notice-clients-2008-hr-fr.cdn.fr-FR.pdf>

Where the Company acts as a Data Processor on behalf of the Client, the data collected and processed are subject to the GDPR, in particular Article 28, paragraphs 3 and 4, as well as any applicable data protection legislation. The Company undertakes to process the Personal Data in accordance with the Client's documented instructions and for the purposes defined in the contract. The Client, as the Data Controller, is responsible for ensuring compliance with applicable regulations.

If the Company and the Client jointly determine the purposes and means of processing for the performance of the service, they act as Joint Data Controllers. In such case, they undertake to comply with the requirements of the GDPR and any applicable data protection legislation, as well as the responsibilities and obligations set out in the agreement established between the parties. To exercise data protection rights or for any questions regarding the processing of Personal Data in connection with the service, the Client must write to the following address: fr.privacy@sgs.com.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All disputes arising out of or in connection with the Contractual Relationship(s) hereunder shall be governed by and construed in accordance with the laws of France exclusive of any rules with respect to conflicts of laws. All those disputes shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered offices of the Company.