

The purpose of these General Terms and Conditions of Sale is to define the procedures for placing, performing and following up Orders between one or more companies of the NEXTEAM GROUP (hereinafter referred to as "the NEXTEAM GROUP company" or "NEXTEAM GROUP") and its Suppliers.

Any Order submitted to the NEXTEAM GROUP company will be deemed unreserved acceptance of these GTCS, which will be provided to any Customer who makes a request therefor.

The NEXTEAM GROUP company reserves the right to amend these GTCS and will inform its Customers thereof by any means.

In such case, the amendment will apply to any Order placed after the NEXTEAM GROUP company has informed the Customer.

Exceptions hereto may only be in the form of special terms and conditions duly accepted and validated in writing by NEXTEAM GROUP company prior to the Order that its Customers submit.

In the event of any discrepancy between these General Terms and Conditions of Sale and the specific terms and Conditions of Sale, only those stipulations of the latter which conflict with the former shall apply, provided that they have been duly accepted and validated in writing by the NEXTEAM GROUP company.

In the event of any discrepancy between these General Terms and Conditions of Sale and any document issued by the Supplier, these General Terms and Conditions of Sale shall prevail.

ARTICLE 1 - DEFINITIONS

Entrusted Goods: means the raw materials, parts, equipment, documents, irrespective of the medium thereof, or any other goods made available by the Customer to any NEXTEAM GROUP company for the needs of the Order.

Customer(s): means any natural or legal person, government or organisation designated on the Order which purchases goods and/or services from NEXTEAM GROUP companies.

Order(s): means any document issued by the Customer and sent to the NEXTEAM GROUP company, including the purchase order describing the Works ordered, the deadlines and the price.

General Terms and Conditions of Sale: means these General Terms and Conditions of Sale ("GTCS").

Final Recipient: means the owner or end user of the Results.

Intellectual Property Rights: means all intellectual property rights as defined in the French Intellectual Property Code (*Code de la Propriété Intellectuelle*) and various international conventions, including, but not limited to, literary and artistic property rights, copyright, databases, trademarks, designs, software, patents and any know-how, irrespective of the medium thereof.

Information: refers to any information or data regardless of its subject, nature, medium and method of transmission, communicated, obtained and/or developed by either Party during the negotiations and performance of the Orders.

Day(s): means business days from Monday to Friday inclusive, excluding French public holidays and periods during which the NEXTEAM GROUP company is closed and which are communicated to the Customer.

Tools: means any machine, installation, device or equipment used, in particular, for the design, production, testing or inspection of the Works and Results.

Party(-ies): refers jointly or individually to a NEXTEAM GROUP company and the Supplier.

Result(s): refers, without this list being exhaustive, to the results of the Works, information, knowledge, inventions, know-how, software, bundles, plans, technical documents, designs, mock-ups, prototypes and processes, irrespective of the nature and/or medium thereof and whether or not it is possible to protect them under a title or Intellectual Property Right, resulting from the performance of the Works by the Supplier.

Works: means all services and supplies to be supplied and/or produced by the NEXTEAM GROUP company in accordance with the provisions

of the Order issued by the Client, including, if applicable, to the Entrusted Goods.

Third Party: means any natural or legal person other than the Parties.

ARTICLE 2 - ORDERS

The Terms and Conditions of Sale shall apply to all Orders placed by the NEXTEAM GROUP company using a purchase order specifying all purchase data and all technical data necessary to provide a Result in line with expectations. Any Order placed by the Customer becomes a firm and final commitment by the Customer as soon as it is received by the NEXTEAM GROUP company, and specifies in a firm manner the quantities, prices and deadlines. Any Order shall be deemed to entail acceptance by the Customer of the offer made by the NEXTEAM GROUP company.

Each line of the Order shall include the reference of the plan and its current index, as well as all the documents or information necessary to carry out the Works (specifications of the Final Recipient, control documents, key characteristics, etc.).

Orders are placed under the sole responsibility of the Customer, who alone shall ensure that the Works and Results ordered are appropriate for its needs and environment.

The NEXTEAM GROUP company will be bound only as from its express acceptance of any Order on the Customer's computer portal, if applicable, via other information exchange tools or by any other written means. The period granted to the NEXTEAM GROUP company to accept Orders shall not be less than five (5) Days.

ARTICLE 3 – PERFORMANCE

The NEXTEAM GROUP company undertakes to perform the Works and Results in accordance with Orders duly and expressly accepted by it, and in accordance with the documents and data referenced in such Order, and in compliance with the laws in force.

The Customer is fully and entirely responsible for including with its Order the technical documents setting out the various specifications for the Works and Results desired, as well as any other indication essential to the performance of the Works and Results.

The NEXTEAM GROUP company shall not be liable for any prototype or test parts, for which the Customer shall bear full responsibility.

ARTICLE 4 - PACKING - LABELLING

The NEXTEAM GROUP company will pack the Works and Results in accordance with the Order accepted. The Customer bears sole responsibility for its choice of packaging and the ability thereof to withstand shipping and handling. In accordance with the Customer's choice, the NEXTEAM GROUP company will use reusable or non-reusable packaging and returnable containers owned by the Customer and made available to the NEXTEAM GROUP company. In such case, the Customer will bear the costs of manufacturing and maintaining such packaging and returnable containers and will bear the costs associated with returning such packaging to the NEXTEAM GROUP company's site. The Customer shall be solely liable for all consequences of any lack, insufficiency or defect in packing, packaging, marking or labelling.

ARTICLE 5 - ENTRUSTED GOODS - TOOLS

ARTICLE 5.1 - ENTRUSTED GOODS

Unless the Parties agree otherwise in writing, the Customer shall supply the NEXTEAM GROUP company with the Entrusted Goods necessary for the performance of the Works and Results.

The Customer shall verify the conformity of the Entrusted Goods with its own requirements and specifications for the performance of the Works and Results.

The NEXTEAM GROUP company shall not be liable in the event the Entrusted Goods are defective, do not comply with the Customer's requirements and specifications, are not appropriate, defined or adapted to the Works requested, as well as in the event the Customer does not provide it with the necessary information concerning the storage and/or use thereof.

In the event of loss or damage to the Entrusted Goods during the performance of the Works attributable to the NEXTEAM GROUP company, it shall, at the Customer's discretion, either issue a credit note corresponding to the Works supplied, or re-perform the Works using, if possible, the original Entrusted Goods or, otherwise, new Entrusted Goods.

5.2 TOOLS – EQUIPMENT – MACHINES

Subject to the provisions of Article 5.1 on Entrusted Goods, the NEXTEAM GROUP company will retain title to the machines, tools and equipment necessary to perform the Works and Results, including if the Customer has contributed to the financing thereof.

ARTICLE 6 - CHANGES

Any change to or cancellation of the Orders requested by the Customer will require the prior written approval of the NEXTEAM GROUP company.

The Order expresses the Client's irrevocable consent and it cannot therefore cancel the Order without the express prior written consent of the NEXTEAM GROUP company. In such case, the Customer shall compensate the NEXTEAM GROUP company for all costs incurred and for all direct and indirect consequences arising therefrom.

In the event of a change in the performance conditions of the Order due in particular, but not exclusively, to a material change in standards or a material technical change, the NEXTEAM GROUP company may, at its discretion, refuse to perform the Order or, by mutual agreement with the Customer, modify the price.

ARTICLE 7 – PRICE AND PAYMENT

The price terms and conditions set out in the NEXTEAM GROUP company's sales offer are firm for a period of thirty (30) calendar days from their date of issue.

Prices are expressed in euros (€), excluding taxes, "ex works" (Incoterms 2010) and, therefore, do not include VAT at the rate in force and applicable at the time each Order is placed. Prices apply only to the Works and Results specified in the NEXTEAM GROUP company's sales offer. Any tax, duty or other fee payable under French law or the laws of an importing or transit country shall be paid by the Customer.

If the Parties fail to agree on the price before the performance of the Works, the NEXTEAM GROUP company will invoice the price on the basis of its sales offer, which will be deemed accepted by the Customer when it places its Order.

If the NEXTEAM GROUP company does not make a sales offer before the performance of the Works, the price of the Works and Results will be freely negotiated in good faith by the Parties.

Invoices shall be associated with each delivery of the Results after completion of the Works and must include a reference to the Order.

Invoices will be drawn up in duplicate, in accordance with the laws in force, and one copy will be sent to the Customer. Failing this, the Customer should request an invoice.

In accordance with the law, the period agreed by the Parties for payment of amounts owed may not exceed sixty (60) days from the date the invoice is issued.

Each invoice must be for a minimum of two hundred (200) euros per Order and fifty (50) euros per line.

No early payment discounts will be granted.

Any delay in payment will automatically, as from the first day after the payment date specified on the invoice, attract late-payment penalties on

the sums owed, equal to three (3) times the French legal interest rate, as well as a lump-sum allowance in the amount of forty (40) euros.

ARTICLE 8 - TRANSPORT AND DELIVERY

Unless otherwise provided, the Works and Results will be delivered in accordance with the "ex works" Incoterm (Incoterms 2010) at the premises of the NEXTEAM GROUP company.

The Client will pay all costs in relation to shipping the Works and Results, and will bear the risk of any loss the Works and Results may incur or cause from the time they are made available by the NEXTEAM GROUP company.

If delivery is requested at another location, shipping and unloading will be at the Customer's expense and risk.

If the Customer fails to take delivery of the Works and Results in accordance with the agreed conditions, the NEXTEAM GROUP company reserves the right to pass on to the Customer all additional costs and expenses incurred to re-route and/or store them.

The Customer will in all cases also pay the cost of customs clearance and all other formalities in connection with delivery.

In any event, delivery periods are not a material element of the Order and are given for information purposes only.

A change in delivery periods will in no case justify the payment of penalties for delay, damages and/or the cancellation of the Order without the NEXTEAM GROUP company having been given the opportunity to verify the reality of the alleged grievance.

In accordance with the provisions of Article L.442-6 (I) (8) of the French Commercial Code (*Code de commerce*), the Customer shall not unilaterally, without the agreement of the NEXTEAM GROUP company and, in any event, without proving the damage actually suffered, suspend payments or make any set-off against sums owed to the NEXTEAM GROUP company on the grounds of alleged delays in delivery.

ARTICLE 9 - RESERVATION OF TITLE CLAUSE

In the case of Works and Results culminating in the delivery of movable goods, the transfer of title thereto to the Customer will only take place upon payment in full, which means payment of the price, as well as of the costs in relation to the sale and interest.

In the event of non-payment, the Customer shall, at its own expense and risk, return the Works and Results for which payment has not been made, at the request of the NEXTEAM GROUP company made in a registered letter with acknowledgement of receipt, in which case the NEXTEAM GROUP company will not lose any of its rights. The Works and Results in the Customer's inventory will be presumed to be those for which payment has not been made.

Payments will be applied first to the oldest sales.

Repossession of the Works and Results by the NEXTEAM GROUP company will not preclude any other legal action it may be entitled to take.

The Customer shall oppose by any legal means any claims that Third Parties may assert against the goods sold by initiating seizure, confiscation or equivalent proceedings.

The Client shall immediately inform the NEXTEAM GROUP company of any event that may restrict the applicability of this retention of title clause.

ARTICLE 10 CONFORMITY - LATENT DEFECTS - WARRANTIES

The NEXTEAM GROUP company's liability is strictly limited to compliance with the specifications updated and provided by the Customer, and set out in the Order or in any other contractual document signed by the Parties.

The NEXTEAM GROUP company shall not be liable in the event of design defects or improper handling, use, packaging or storage of the

Works and Results carried out or imposed by the Customer, or in the event of changes to the Works and Results by the Customer.

10.1 VERIFICATIONS FOR WHICH THE CUSTOMER IS RESPONSIBLE

Due to its professional expertise in its specialist field, the Customer is in a position to precisely design and define the Works and Results based on its own industrial data about their production and operation, and on the basis of their intended use.

The Works and Results delivered by the NEXTEAM GROUP company will comply with the applicable laws and standards in effect.

The Customer shall in all cases verify the condition, conformity, absence of patent defects, quantity and quality of the Works and Results (including, but not limited to, their packaging, dimensions, weight, quantities, functionalities, etc.) at the time they are delivered. The Customer shall bear the expense and risk associated with such verification.

Because the Works and Results are shipped at the Customer's risk, in order to preserve possible claims against the carrier in accordance with Articles L.133-1 to L.133-3 of the French Commercial Code, the Customer shall (i) note any claims, reservations or disputes on the delivery slip or carriage receipt with the references of the relevant Works and Results and (ii) confirm them to the carrier by registered letter with acknowledgement of receipt no later than three (3) days following receipt of the Works and Results.

10.2. CONFORMITY

The NEXTEAM GROUP company warrants the conformity of the Works and Results with the Order.

Upon receipt, the Customer shall verify the condition and conformity of the Works and Results as to quality and quantity, in accordance with the provisions of Article 10.1 above.

The NEXTEAM GROUP company will not be liable for damage and/or non-conformities attributable to operations that occur after the Works and Results are made available to the Customer, such as damage and/or non-conformities attributable to loading, unloading and/or shipment operations. In such case, the Customer shall notify the carrier, in accordance with the provisions of Article 10.1 above.

To be taken into consideration by the NEXTEAM GROUP company, any complaint, reservation or dispute concerning the conformity of the Works and Results as to quality and/or quantity must be submitted to the NEXTEAM GROUP company, by registered letter with acknowledgement of receipt or electronically, no later than ten (10) calendar days following delivery of the Works and Results.

After this strict deadline, the Customer will no longer be entitled to assert the warranty of conformity covering the Works and Results or raise it as a counterclaim to defend itself in an action brought against it by the NEXTEAM GROUP company for non-performance of its contractual obligations.

In any event, regardless of the claim period, the warranty of conformity within the meaning of this clause will not apply if the relevant Works or Results have been installed, assembled, modified and/or incorporated into other goods or elements of any type, in any manner whatsoever.

In accordance with the provisions of Article L.441-6 of the French Commercial Code, the aforementioned procedure and rules for verifying the condition and conformity of the Order do not increase the duration or postpone the starting point of the payment period and, therefore, the Customer shall in all circumstances comply with its payment obligation in accordance with these GTCS.

If a non-conformity is notified in accordance with the above conditions, the Customer may either accept the Works and Results in their condition or request that they be repaired or replaced.

Under no circumstances will the NEXTEAM GROUP company be liable for any costs incurred as a result of non-conforming Works and Results accepted by the Customer.

Consequently, and unless specifically stipulated otherwise, it is expressly agreed that the Customer may under no circumstances claim, in addition to the above conditions, compensation, damages, indirect losses, deductions and/or penalties of any kind on the grounds of non-conforming Works and Results.

10.3 WARRANTY AGAINST LATENT DEFECTS

The Customer is covered by the statutory warranty against latent defects in the Works and Results.

The latent defects to which the warranty applies must exist at the time of the transfer of risks.

Therefore, the Customer must furnish proof of the reality and existence of defects discovered before the transfer of risks.

The Customer will be covered by the warranty against latent defects in the Works and Results for a period of twenty-four (24) months from the date the Works and Results are delivered to the Customer.

To implement the warranty against latent defects within the meaning hereof, the Customer must in all cases exercise its rights under the warranty by providing proof of the reality of the latent defect asserted by sending a registered letter with acknowledgement of receipt addressed to the NEXTEAM GROUP company within twenty-four (24) calendar months from the delivery of the Works and Results.

After this strict deadline, the Customer will no longer be entitled to assert the warranty against latent defects or raise it as a counterclaim to defend itself in an action brought against it by the NEXTEAM GROUP company for non-performance of the contract of sale.

The sole remedy under this warranty will be re-performance of the Works using, if possible, the original Entrusted Goods or, otherwise, new Entrusted Goods supplied by the Customer, or reimbursement of the Works and Results in the form of a credit note.

Consequently, and unless specifically stipulated otherwise, it is expressly agreed that the Customer may under no circumstances claim, in addition to the above remedies, compensation, damages, indirect losses, deductions and/or penalties of any kind on the grounds of Works and Results returned.

The warranty will be forfeited in the event of the Customer's misuse, negligence or failure to perform maintenance. Furthermore, the warranty does not cover ordinary wear and tear of the Works and Results or force majeure events.

This warranty will also not apply in the event of damage or accidents due to impacts, being dropped, negligence or a lack of supervision or maintenance, or in the event of transformations to the Works and Results. Any re-performance of the Works will be guaranteed under the same conditions as above until the expiry of the warranty period and for a period of at least six (6) months from the date of the remedial action.

Unless otherwise agreed in writing by the NEXTEAM GROUP company, the Customer is not authorised to perform repairs or replacements of the Works and Results or to have them performed by a Third Party.

10.4 PRODUCT LIABILITY

The NEXTEAM GROUP company shall not be liable on the grounds of product liability, as provided by Article 1245 *et seq.* of the French Civil Code (*Code civil*), for damage caused to goods that are not utilised by the victim for his/her private use or consumption.

10.5 IMPLEMENTATION OF WARRANTIES

It is expressly noted and agreed that, in any event, the NEXTEAM GROUP company shall under no circumstances be held liable under these GTCS, regardless of the legal grounds asserted by the Customer (non-conformity, latent defect, malfunction, etc.):

- if the Customer exceeds the deadlines set out in Articles 10.2 (for non-conformity) and 10.3 (for latent defects);
- if the Customer does not give the NEXTEAM GROUP company the opportunity to verify the alleged non-conformity and/or latent defect, in particular by granting access to its premises;
- if the Works and Results have been stored, handled, kept and/or used under conditions that do not comply with their specific characteristics and of which the Customer was fully aware in its capacity as a professional in the NEXTEAM GROUP company's business sector;
- in any event, if more than twelve (12) months have elapsed following the date on which the Customer knew or should have known the circumstances entitling it to act against the NEXTEAM GROUP company.

The warranties above shall in no event require the NEXTEAM GROUP company to assume liability that exceeds twenty percent (20%) of the amount, excluding VAT, of the relevant Order, except in the event of bodily injury or wilful misconduct.

ARTICLE 11 - INSURANCE

The Supplier shall be required to provide insurance cover for all its activities and its contractual and legal liabilities, including in particular for the following risks:

The Supplier shall be responsible for insuring the Entrusted Goods for a minimum of three hundred thousand euros (€300,000).

The NEXTEAM GROUP company is required to obtain liability insurance cover for any direct damage caused as a result of its Works.

The general civil liability before delivery of the NEXTEAM GROUP company must be insured for an amount of at least ten million euros (€10,000,000) per claim and per year, with a limitation of three million euros (€3,000,000) for property damage and economic losses consequential to property damage, and a limitation of three hundred thousand euros (€300,000) per claim and per year for economic losses not consequential to property damage.

The general civil liability after delivery of the NEXTEAM GROUP company must be insured for an amount of at least three million euros (€3,000,000) per claim and per year.

The general aeronautical liability of the NEXTEAM GROUP company must be insured for an amount of at least fifty million euros (€50,000,000) per claim and per year.

At the Customer's request, the NEXTEAM GROUP company shall provide the certificates of insurance for all policies taken out and provide proof of payment of the premiums.

The limits and deductibles payable by the NEXTEAM GROUP company may be asserted against the Customer.

The NEXTEAM GROUP company shall report all claims within a reasonable time after their occurrence.

ARTICLE 12 - FORCE MAJEURE

Neither Party shall be liable to the other Party if non-performance or delayed performance of any of its obligations, as described herein, is due to a force majeure event within the meaning of Article 1218 of the French Civil Code.

For the purposes hereof, a force majeure event is any event beyond the reasonable control of the defaulting party, including in particular strikes, non-performance or delay by its suppliers or subcontractors, procurement difficulties, production stoppages due to accidents, embargoes, tooling accidents, riots, wars, natural disasters or fires. The contractual obligations of the Party who asserts the force majeure event will be suspended as from notice thereof.

The Party who experiences such event shall inform the other Party of its inability to perform its obligations no later than 48 hours after becoming aware of the event and shall furnish proof thereof. The suspension of the obligations shall in no event be grounds for liability for non-performance

of the relevant obligation, nor for the payment of damages or penalties for late performance.

However, as soon as the cause of the suspension of their reciprocal obligations ceases, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. For this purpose, the Party prevented from performing shall notify the other Party, in writing, of the resumption of its obligation.

ARTICLE 13 - TERMINATION

If the Customer fails to make payment within fifteen (15) days following a formal notice to pay, the Order may be terminated automatically by the NEXTEAM GROUP company, and it may be entitled to an award of damages.

ARTICLE 14 - INTELLECTUAL PROPERTY

Each Party shall retain title to its Intellectual Property Rights acquired prior to the performance of the orders. Therefore, the Orders will not transfer title to the Customer of any information or element covered by Intellectual Property Rights owned by the NEXTEAM GROUP company. For the sole purpose of carrying out the Works, each Party shall grant the other a right to freely use its Intellectual Property relevant for carrying out the Works.

The Supplier shall refrain from reconstituting the Entrusted Goods and Results, as well as from making available and/or transmitting the content of the Intellectual Property attached to the Entrusted Goods and Results, for any reason whatsoever; more generally, the Supplier shall refrain from infringing, directly, indirectly or through Third Parties and in any way whatsoever, the rights of the NEXTEAM GROUP company.

The contracting NEXTEAM GROUP company shall acquire full and complete title to the Results of the studies and Works carried out within the framework of the Terms and Conditions of Sale, including in particular the bundles, plans, technical notes, patents, drawings, mock-ups, prototypes, tooling and any element of the know-how necessary to obtain the ordered Results.

ARTICLE 15 – IMPORT/EXPORT FORMALITIES

The Customer shall comply with all applicable import and export statutes and regulations, including US laws and the laws of any region and/or country with jurisdiction over the Parties or the business transactions conducted hereunder, including the obligation not to transfer, export or import any product, technology, technical data, product or merchandise in breach of applicable laws.

The Customer shall obtain from the competent authorities all import or export permits required for the NEXTEAM GROUP company to perform the Orders.

The Customer shall provide the NEXTEAM GROUP company with all necessary information, in a proper and timely manner, in order to enable it to comply with the import/export laws, including, but not limited to, the name and address of the end user of each product, technology, technical data, product or service furnished by the NEXTEAM GROUP company, as well as the country of final destination.

If the Customer imposes or qualifies suppliers and subcontractors from whom the NEXTEAM GROUP company is required to purchase a component or a service, the Customer warrants compliance by these suppliers and subcontractors with the applicable laws.

ARTICLE 16 - CONFIDENTIALITY

The Parties undertake to keep strictly confidential and not to directly or indirectly disclose to Third Parties or exploit the information and materials that may have been provided by the other Party, including in particular the technical, financial and commercial information known to them as a result of the negotiation or the performance of the Orders and in general the "Information" and shall refrain from using such material for any purpose other than the performance of the Orders, without the

prior written permission of the other Party. The Information shall be treated as strictly confidential, without it being necessary for any Party to specify or indicate it.

Each Party undertakes to share the Information it has received from the other Party only with those members of its staff who need to know it in order to carry out the Works covered by the Order. Each Party must clearly advise its employees of the confidential nature of the Information and must ensure that they undertake to respect such confidentiality.

Each Party shall refrain from disclosing any information concerning all the Works and Results, volumes or any other information of any kind whatsoever in connection with its flow of business with the NEXTEAM GROUP company.

These obligations shall remain in force for a period of twenty (20) years after the performance of the Orders. The documents provided by the NEXTEAM GROUP company must be returned to it at its request immediately following the performance of the Orders.

In order to maintain the security of the Information, the Supplier shall take all necessary precautions to safeguard said Information. Information disclosed by the NEXTEAM GROUP company shall remain its property.

ARTICLE 17 - ASSIGNMENT - SUBCONTRACTING - CHANGE OF CONTROL

The Parties expressly agree that the NEXTEAM GROUP company may, without restriction, subcontract or assign the Order, in whole or in part, to any NEXTEAM GROUP company or to any Third Party of its choice, provided it gives prompt notice thereof.

In such cases, the Customer agrees that the assignee will be solely liable for the performance of the Order as from the notice of the transfer or assignment, which will release the NEXTEAM GROUP company from any contractual liability for obligations arising after the date of the transfer or assignment.

In any event, a change in its shareholder structure and/or any direct or indirect change of control, in accordance with the provisions of Article L233-3 of the French Commercial Code, will not call into question the Customer's Order.

ARTICLE 18 - WAIVER

The fact of not exercising, at any time, any right granted by these General Terms and Conditions of Sale, or of not requiring the performance of any provision, shall in no event be interpreted as an amendment hereof or as an express or tacit waiver of the right to exercise said right in the future, or the right to demand the scrupulous compliance with the commitments made hereunder.

ARTICLE 19 - SEVERABILITY

The fact that one or more of the provisions of these General Terms and Conditions of Sale might prove to be invalid shall not affect the other provisions thereof, and the Parties agree to negotiate in good faith any changes to the provisions which are null and void.

ARTICLE 20 - GOVERNING LAW AND RESOLUTION OF DISPUTES

The original version of these GTCS are drafted in French, which is the only binding version and will prevail over any other version translated into a foreign language.

All disputes to which these General Terms and Conditions of Sale, the Orders and the Parties' relations may give rise, in particular with regard to their validity, construction, execution, performance, termination or transfer, shall be settled according to French law to the exclusion of the "1980 United Nations Convention on Contracts for the International Sale of Goods".

The Parties undertake to seek an out-of-court solution to any dispute that may arise from the construction or performance of the General Terms and Conditions of Sale.

However, before any matter is referred to a court, the Parties may mutually agree to turn to mediation.

ANY DISPUTE RELATING TO THESE GENERAL TERMS AND CONDITIONS OF SALE, AS WELL AS TO THE ORDERS AND CONTRACTS THAT THEY GOVERN, SHALL, IN THE ABSENCE OF AN OUT-OF-COURT SETTLEMENT BETWEEN THE PARTIES, BE SUBMITTED EXCLUSIVELY TO THE COURTS LOCATED WITHIN THE JURISDICTION OF THE TOULOUSE COURT OF APPEAL, EVEN IN THE EVENT OF MULTIPLE PROCEEDINGS OR PARTIES, THIRD-PARTY NOTICE OR IMPLAIDER OR SUMMARY PROCEEDINGS.

ARTICLE 21 - PERSONAL DATA PROTECTION

The Parties acknowledge that it may be necessary to transmit, store, process or use personal data (any information relating to an identified or identifiable person) in order to perform all obligations relating to the Orders. Both Parties agree that personal data may be processed in full compliance with the General Data Protection Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and/or with applicable local personal data protection statutes or regulations.

ARTICLE 22 - ANTI-CORRUPTION UNDERTAKINGS

The Parties undertake to comply with French and international laws on transparency and preventing corruption.

The Customer undertakes to exercise all reasonable diligence vis-à-vis its own customers, the Final Recipients, as well as the suppliers that it imposes or proposes to the NEXTEAM GROUP company for the performance of the Order.