

ANJEON NEO General terms and conditions

1. Purpose

The present general terms and conditions (“GTC”) apply to the provision by ANJEON NEO to the Customer of professional services such as project management, technical assistance services, software development and/or training sessions in the field of smart cards, internet-of-things, telecommunications and cloud computing as described in the commercial offer of ANJEON NEO (“Services”).

The GTC apply to any order submitted by Customer to ANJEON NEO, the order implying acceptance of the GTC without exception. In compliance with article L.441-6 of the French Commercial Code, the GTC represent the basis for commercial negotiations and prevail over any other document exchanged between the parties, in particular the Customer’s general purchasing conditions, whenever such document may have been brought to the attention of ANJEON NEO. Any condition departing from or adding to the GTC shall require prior written approval from ANJEON NEO.

The GTC, the commercial offer and its attached exhibits, as the case may, constitute the « Agreement » between the parties.

2. Collaboration

The parties agree to collaborate using commercially reasonable efforts in order to fulfil their obligations hereunder.

Customer shall refrain from delaying any decision or acceptance. To this effect, Customer undertakes to appoint a contact person, with all skills and powers to make the necessary decisions in connection with solutions and recommendations submitted by ANJEON NEO. The contact person is responsible for implementing all decisions concerning the performance of the Services and shall have to be available at the Customer’s site or by phone in a timely manner during the performance of Services.

The parties shall periodically meet to review the Services, as necessary and as provided for in the commercial offer. A report of the meeting shall be drafted by ANJEON NEO and submitted to Customer.

Customer undertakes to inform ANJEON NEO on any information and/or difficulty it may become aware of and that may impact the Services.

The Services shall be supplied in accordance with the conditions and schedule set forth in the commercial offer. Such schedule, drafted for information purposes, is subject to the availability of the Customer’s representative and team members, and to Customer making available to ANJEON NEO all means and information necessary for the performance of the Services.

3. ANJEON NEO’s obligations

ANJEON NEO warrants that the Services shall be provided in a diligent and professional manner, in accordance with industry standards, and that any elements resulting from the performance of Services, as the case may be, including in particular all documents, file, report, software application or database, software code, regardless of their form or device (“Deliverables”) obtained in the performance of Services shall comply with the specifications set forth in the commercial offer.

The parties may agree upon a procedure of acceptance of the Services. In such event, the acceptance procedure shall be under the terms and conditions provided for in the commercial offer.

If the Services are not performed as warranted, ANJEON NEO shall, upon Customer’s written request within a (30) days following the completion of the Services, re-perform or have the Services re-performed on a timely manner, at no additional charge to Customer.

If, however, after repeated efforts, ANJEON NEO is unable to remedy such defect, Customer’s exclusive remedy and ANJEON NEO’s entire liability shall be to refund to Customer any amounts previously paid by Customer for the deficient portion of the Services or Deliverable.

The foregoing states the Customer’s sole remedy and ANJEON NEO’s sole liability for any such non-performance.

ANJEON NEO shall not be liable to re-perform or have the Services re-performed in the following cases: (a) defaults are due to the Customer misusing the Services or Deliverables, (b) the Services or Deliverables have been altered, modified or maintained by the Customer, or any third party, without the prior written consent of ANJEON NEO, (c) modifications made by the Customer are significantly different from those which were applicable at the time the Services or Deliverables were delivered, or (d) malfunctions are due to reasons external to the Services or Deliverables including, but not limited to, failure or interruption of the telecommunications and/or electrical networks, deficiencies of the hosting hardware, accidents or natural disasters.

In all events, ANJEON NEO shall not be required to provide the Services if Customer fails to comply with the obligations set forth in the GTC or the prerequisites set forth in the commercial offer.

4. Customer’s obligations

Customer’s obligation to articulate its needs and constraints is of the essence.

Customer must provide ANJEON NEO with assistance and, within a timeframe compatible with the Services schedule, make available to ANJEON NEO all means and information that are necessary and sufficient for the fulfilment of the order, depending on the nature of each activity, and in particular all required documents and data.

Customer also undertakes to provide ANJEON NEO, where necessary, access to its technical environment either via an information system secure connection or by visits to Customer's site as reasonably required to perform the Services.

If ANJEON NEO's personnel are required to be present at Customer's site, Customer shall provide the worksite safety and security regulations with which such personnel must comply.

All supplies, information and computer resources required to perform the Services shall be provided to ANJEON NEO at Customer's expense, except as agreed otherwise.

To that end, Customer shall take any necessary steps with its providers, as the case may be, in order to make available to ANJEON NEO, at no cost and for the furtherance of the Agreement, software for which Customer is granted a license to use and which are necessary for the performance of the Services.

More generally, Customer shall be responsible for obtaining and paying for any releases, rights, licenses, clearances or permissions necessary to use any third-party materials or applications necessary for the performance of Services by ANJEON NEO or for use in conjunction with Services.

Customer shall remain solely liable for the security of its information and data, shall carry out all backup of its information system as necessary, and shall not disclose information except on a need to know basis for the provision of the Services.

5. Personnel

5.1. ANJEON NEO's teams

ANJEON NEO shall have sole discretion regarding staffing for the Services, including the assignment or reassignment of its personnel. Should it be necessary to replace a member of its teams, ANJEON NEO shall make its best efforts in order that this replacement does not impact the Services schedule and quality.

In addition, ANJEON NEO may, at its sole option, retain one or more sub-contractors to provide all or a portion of the Services. Should ANJEON NEO retain such a subcontractor, it shall not be discharged of its obligations under the GTC.

5.2. Non-solicitation

Customer undertakes not to, directly or indirectly, solicit or hire, any of the ANJEON NEO's employees or consultants involved in the provision of Services during the term of the Agreement and for a period of twelve (12) months from termination thereof, except with the express prior written consent of ANJEON NEO. In case of breach of this section, Customer shall pay to ANJEON NEO an indemnity equal to the gross annual remuneration received by the employee concerned before termination of its contract with ANJEON NEO. For the avoidance of doubt, nothing in this Agreement shall prevent an employee of ANJEON NEO from independently applying for a role with CUSTOMER, or prevent CUSTOMER from considering and accepting such an application.

6. Change Request

During the performance of the Services, either party may request a change to the conditions initially agreed ("Change Request") setting forth the requested change and the reason for such request. Within a reasonable time after the receipt of such Change Request, the parties shall discuss the necessity, feasibility and/or acceptability of the Change Request. When and if both parties have agreed upon the changes, they will evaluate their impact on the initial financial conditions of the Services and the Services schedule, and will complete and execute an amendment to the Agreement if necessary.

7. Intellectual property rights

7.1. Ownership and license to use granted by ANJEON NEO

Each party retains ownership of all information, products, materials, templates, software, documents and other property owned by it, including all intellectual property rights embodied therein, prior to this Agreement or which it develops independently of this Agreement ("Background Intellectual Property").

In addition, all title to and rights in the Services, Deliverables, and all intellectual property rights embodied therein, including, without limitation, techniques, copyright, know-how, knowledge or processes of the Services and/or Deliverables (whether or not developed for Customer), shall be the sole and exclusive property of ANJEON NEO. Customer shall ensure that third parties under its control undertake to abide by ANJEON NEO's title over such rights.

In all cases where ANJEON NEO does not hold ab initio all rights, including intellectual property rights, relating to the Services and Deliverables made by ANJEON NEO in collaboration with Customer, these rights are assigned free of charge to ANJEON NEO, and become the sole property of ANJEON NEO for the legal term of protection of such rights, for the whole world, as soon as the Services and Deliverables are wholly or partly delivered. The rights are exclusive, transferable, and include all the rights provided for by the French Intellectual Property Code such as the rights to use, reproduce, represent, correct, update, maintain, adapt, modify, organize, translate, integrate, market, distribute, operate, sublicense, transfer, and more generally all the rights of marketing in the broadest sense, to any current or future medium such as paper, digital, electronic or computer, in any form not provided or not foreseeable, and for any current area of operations or future, known or unknown.

ANJEON NEO may use any and all methods, software, know-how and techniques developed by it while providing Services and may incorporate the Deliverables in future releases of any of its works which shall be treated as Confidential Information of ANJEON NEO in accordance with "Confidentiality" section of the GTC, except that ANJEON NEO shall not incorporate any Customer Background Intellectual Property without Customer's prior written consent.



Customer shall be granted a non-exclusive, personal, perpetual and non-transferable license (save that Customer may sublicense to any other entity, directly or indirectly, controlling, controlled by, or under common control with Customer (collectively, "Customer Affiliates") such rights) to use Deliverables developed by ANJEON NEO during the performance of Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder.

This license to use is granted solely for the internal operations of the Customer's and Customer's Affiliates' activities.

7.2. *Assignment of intellectual property rights*

Any intellectual property rights created by ANJEON NEO in the course of providing the Services can be assigned to the Customer if provided for in the commercial offer.

In such event, ANJEON NEO shall assign to Customer, for the term of protection of the intellectual property rights concerned, and for the whole world;

- the right to use: the right to use the Deliverables internally and with its customers;
- the reproduction right: the right to reproduce, without limitation, all or part of the Deliverables, on any known or unknown medium, current or future, such as, for example, optical, digital, paper, network, electronic medium.

7.3 *Intellectual property rights indemnity*

If a third party action is brought against Customer claiming that Customer's use of the Services or Deliverables infringes a valid copyright, ANJEON NEO will defend Customer at ANJEON NEO's expense and, subject to this section and section 9 below, pay any damages and costs finally awarded against Customer in the infringement action, but only if (a) Customer notifies ANJEON NEO promptly upon learning that the claim might be asserted, (b) grants ANJEON NEO the sole control over the defense of the claim and any negotiation for its settlement or compromise and (c) Customer fully cooperates with ANJEON NEO in its defense or settlement of the claim.

If all or a portion of the Services are held by a final judgment to constitute an infringement, ANJEON NEO may, at its option, (i) perform other Services for Customer with the same specifications than the Service(s) hereunder, (ii) procure the right for Customer to continue using the Services performed, or, (iii) refund to Customer the price actually paid by Customer for the infringing Services. The foregoing states the entire obligation and liability and exclusive remedy of ANJEON NEO with respect to infringement of any copyright.

The indemnity obligation set forth above shall not apply with respect to a claim, demand, action, cost, expense, loss or damage (hereinafter in this Section "the Infringement Claim") which arises (i) from use of the Services or Deliverables outside of the scope or in violation of the Agreement or from a misuse, modification, customization or enhancement of the Services or Deliverables by Customer where such is a material cause of the Infringement

Claim (ii) from the use, operation, or combination of the Deliverables with third party products or materials, if the Infringement Claim would have been avoided by the use of the Deliverables without such products or materials, or (iii) to the extent that Customer continues the allegedly infringing activity after being informed of and provided with modifications that would avoid the alleged infringement.

8. Price and Payment

In consideration for the performance of the Services, Customer shall pay ANJEON NEO the fees set forth in the commercial offer. Certain exceptional expenses, not covered by the order, borne by ANJEON NEO for the performance of the Services, shall be reimbursed by Customer upon receipt of invoice.

Technical assistance services shall be invoiced monthly at the end of each month, in view of the time spent.

Invoices for other Services shall be issued as provided for under the commercial offer.

In the event that the parties agree upon the setting up of a procedure of acceptance, down payments may be requested by ANJEON NEO.

Fees are payable within thirty (30) days from invoice date.

Late payments shall give rise to (i) interest in an amount corresponding to interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points as set forth under article L.441-6 of the French Commercial Code and (ii) a 40 Euros collection indemnity, except in case of higher collection costs which shall be reimbursed upon justification, without prejudice to any other compensation. In addition, ANJEON NEO reserves the right to suspend the performance of Services and/or to terminate the Agreement ipso jure without further formalities.

9. Liability

ANJEON NEO SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS DISRUPTION, LOSS OR DAMAGE TO DATA OR OTHER PECUNIARY LOSS ARISING OUT OF, OR FAILURE OF, PROVISION OF THE SERVICES, EVEN IF ANJEON NEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

IN ALL EVENTS, ANJEON NEO'S ENTIRE LIABILITY FOR ANY CLAIM WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER UNDER THE ORDER.

The provisions of these GTC allocate the risks between ANJEON NEO and Customer. The Services fees reflect this allocation of risk and the limitations of liability herein.

10. Confidentiality

10.1. Confidential Information

Each party's business and technical information including, but not limited to, financial information, software code, know-how, techniques, specifications, specific developments, marketing plans, strategies and forecasts are confidential (the "Confidential Information"). The parties shall only use the Confidential Information for the furtherance of the order and shall not disclose the Confidential Information to any third party, other than employees who have a need to have access and knowledge of the Confidential Information solely for the purpose of the fulfilment of the order. Each party agrees to take all appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure of the Confidential Information. The measures taken by each receiving party of the Confidential Information must be similar to those taken to protect its own confidential information and any other measures reasonably adapted to the specific nature of the Confidential Information. Confidential Information of either party disclosed prior to execution of the Agreement shall be subject to the provisions of this section.

Confidential Information shall not be reproduced in any form except as required by the receiving party to perform its obligations under the Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original.

10.2. Exceptions

This non-disclosure commitment is not applicable to information:

- independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- lawfully received free of restriction from a third party having the right to disclose such Confidential Information;
- become generally available to the public without breach of the Agreement by the receiving party;
- which, at the time of disclosure, was known to the receiving party free of restriction; or
- which the disclosing party agrees in writing is free of such restrictions.

In addition, each party shall be entitled to disclose any Confidential Information to its insurers, auditors or its lawyers, administrative or judicial authorities on production of the decision of the authorities concerned or as required by law.

10.3. System security and data safeguards

When ANJEON NEO is given access to Customer's systems and data for the performance of Services, ANJEON NEO shall comply

with Customer's reasonable safeguards to protect such data and guard against unauthorized access.

In connection with such access, Customer shall be responsible for providing ANJEON NEO's teams with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. The parties agree that no breach of this provision shall be deemed to have occurred in the event of ANJEON NEO non-conformance with the aforementioned safeguard but where no personal information has been compromised as set forth under applicable law.

11. Personal data

Collection and process of personal data by ANJEON NEO of individuals in the Customer's organization shall be carried out in compliance with ANJEON NEO's privacy policy.

The Services performed by ANJEON NEO shall not include the collection and/or process of personal data on behalf of Customer except as provided for, as the case may be, in a separate agreement between the parties.

12. Force majeure

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance of its obligations hereunder if and to the extent that such delay or failure is caused by events outside the defaulting party's reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

13. Term

The Agreement shall take effect from date of execution by Customer and continue until the performance of the Services hereunder.

It shall terminate ipso jure in either of the following cases: (i) by express agreement between the parties, (ii) upon notification by ANJEON NEO, should unforeseeable difficulties incur costs out of proportion to the Services fees, (iii) in the event of termination in accordance with section 14 of the GTC, or (iv) if Customer ceases to carry on business as a going concern, becomes the object of the institution of proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to a substantial part of its assets, to the extent authorized under applicable law.

14. Termination

This Agreement may be terminated by each party with immediate effect, in the event of failure of the other party to fulfil its obligations, not remedied within 15 calendar days from receipt of notice sent by registered mail with acknowledged receipt.

15. Consequences of termination

Upon expiry or termination of the Agreement for whatever reason, Customer shall pay to ANJEON NEO: (i) all the amounts due to ANJEON NEO, (ii) the amount corresponding to the Services performed between the latest payment date and the effective date of termination, and (iii) all sums due to ANJEON NEO as an advance payment.

In addition, without prejudice to other compensation due, ANJEON NEO may request from Customer reimbursement of additional costs for ANJEON NEO, including costs for subcontracting and the costs of reallocating member(s) of its team(s). ANJEON NEO may also request the payment of a reasonable compensation payment, in the event that the termination is attributable to Customer.

Termination shall not affect the provisions of the GTC which expressly or by their nature survive termination.

16. Miscellaneous

In no event shall failure by either party to exercise any right provided herein, or late performance of any or the rights provided herein, be construed as a waiver of the exercise of such right or any other provision of this Agreement.

In the event that any of the provisions of the Agreement shall be held unenforceable or declared invalid or void in accordance with applicable laws, such unenforceability or invalidity shall not affect the enforceability or validity of other provisions of the Agreement.

Any modification or amendment of the Agreement shall be made in writing and executed by both parties.

Customer agrees that its rights and obligations hereunder shall not be transferred or assigned directly or indirectly without the prior written consent of ANJEON NEO. Any assignment in violation of this clause shall be null and void.

Customer agrees that ANJEON NEO may use its name and disclose that Customer is a customer of ANJEON NEO in any advertising, press, promotion and similar public disclosures. Customer also hereby grants ANJEON NEO a non-exclusive license during the term of the Agreement to list Customer's name and display Customer's logo in the "partner", "customer" or similar section of ANJEON NEO's website and in reference list which may be communicated in its marketing campaigns.

17. Applicable law and competent jurisdiction

The Agreement, all orders and obligations implemented under the GTC shall be interpreted and governed in accordance with French Law.

Before bringing any legal action, parties shall try to settle in good faith any dispute in connection with validity, performance and interpretation of this Agreement. Parties shall meet in order to share their points of view and to try to find a solution to their dispute.

Parties shall make their best efforts to achieve an amicable settlement within 30 days from the notification made by one of them by registered letter with acknowledgement of receipt in order to find an amicable settlement.

FAILING TO FIND AN AMICABLE SETTLEMENT, THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE IN CONNECTION WITH THE AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF MARSEILLE, FRANCE.