

General Terms and Conditions for the Provision of Services

This document describes the terms and conditions of for the provision of services of ENTUZIASMO Ltd, a limited liability company headquartered in London NW4 4QE, United Kingdom, in Wilberforce House, Station Road, and registered at Company House as 9385265 (hereafter. "ENTUZIASMO").

1. Purpose

These General Terms and Conditions for the Provision of Services (hereinafter the "General Terms and Conditions") apply, without restriction or reservation, between ENTUZIASMO and any natural or legal person (hereinafter the "Customer") for any purchase of paid services provided by ENTUZIASMO, directly or by its external consultants.

The Parties agree that the General Terms and Conditions govern their relationship, to the exclusion of any other terms and conditions, and whatever clauses may appear on the Customer's documents, and in particular their general terms and conditions of purchase.

The Customer declares that they have read the General Terms and Conditions and accepted them by signing the purchase order. Any payment of an invoice or any placed order implies acceptance by the Customer of the General Terms and Conditions, which alone apply to the exclusion of all other terms and conditions.

2. Orders

2.1 Definition

Any sale is only valid once ENTUZIASMO has expressly accepted the Customer's order in writing. By order, we mean any order relating to the services offered and the fees, stated by ENTUZIASMO. The order must be confirmed in writing, by means of a purchase order, duly signed by the Customer. As soon as they receive the order, accompanied by the payment of any deposit, it is irrevocable.

Given the professional nature of the Customer's business and the purpose of the contract concluded with ENTUZIASMO within the scope of the professional's business, orders placed by the Customer do not benefit from any right of withdrawal.

2.2 Modification

The orders sent are irrevocable for the Customer, unless approved in writing by ENTUZIASMO. Any order placed by the Customer is firm and definitive: no cancellation, no refund is possible even before implementation of the service or during provision of the service.

3. Services

The services governed by the General Terms and Conditions are those that appear in ENTUZIASMO's commercial proposal sent to the Customer. The main characteristics of the services are described and presented with the greatest possible accuracy. The Customer is required to read them before placing any order. However, if errors or omissions may have occurred with regard to this description, ENTUZIASMO cannot be held liable. Services are provided by ENTUZIASMO directly or by external consultants selected by ENTUZIASMO. The Customer is solely responsible for the choice and purchase of a service.

4. Delivery of services

4.1. Lead-times

The order gives rise to a lead-time for services set out in ENTUZIASMO's offer.

For services provided directly by ENTUZIASMO, they will be provided within the lead-times indicated on the order and failing this as soon as possible.

ENTUZIASMO endeavours to respect the indicated lead-time, except in cases of force majeure, or in the event of circumstances beyond its control, such as strikes, frost, fire, storm, flood, epidemic, supply difficulties, without this list being exhaustive.

These lead-times are not definitive and the Customer cannot hold ENTUZIASMO liable in the event of a late delivery. Late deliveries may not give rise to any penalty or compensation, nor may they justify the cancellation of the order.

4.2 Suspension of services

In the event of non-payment in full of an invoice that is due, after formal notice has remained without effect within 48 hours, ENTUZIASMO reserves the right to suspend current and/or future services.

5. Refusal of order

In the event that the Customer places an order with ENTUZIASMO, without having paid for the previous order(s), ENTUZIASMO may refuse to honour the order and perform the services concerned, without the Customer being entitled to claim any compensation, for any reason whatsoever.

6. Prices

Prices are set out in ENTUZIASMO's offer. They are always stated excluding taxes. They are calculated net, without a discount, and payable within 20 days of the invoice date.

Any amount not paid on the due date will result in the Customer paying penalties set at three times the legal interest rate. These penalties are payable as of right and will automatically be debited from the Customer's account.

ENTUZIASMO reserves the right to bring an action before the competent court to stop this non-performance, under daily penalty payment per late day.

Lastly, ENTUZIASMO also reserves the right to suspend and/or cancel pending orders.

In the event of late payment, the Customer will owe a fixed indemnity for recovery costs of €40, as of right and without prior notification.

ENTUZIASMO may ask the Customer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

Ownership of the works ordered is transferred in full only after full payment of the price in principal and interest. ENTUZIASMO expressly reserves ownership of the works ordered until full payment of their price in principal and interest.

7. Invoices, Fees and Travels

The invoice of the provision of service provided by Entuziasmo is composed of daily fees and travel expenses. The fees do not include travel expenses, which are invoiced in addition.

Travel expenses are calculated on the basis of lump sums per day and per region that depend on the region to which the consultants travel and the number of days they stay there during the assignments.

8. Liability

ENTUZIASMO guarantees the Customer the proper execution of its services, as defined in the offer and in accordance with industry standards and best practices. ENTUZIASMO undertakes to take out all the necessary insurance to cover the liability it may incur as a

result of the execution of the order for sufficient levels with a reputable and solvent insurance company. However, ENTUZIASMO may only be held liable in the event of proven fault or negligence and is limited to direct material losses, to the exclusion of any indirect loss of any kind whatsoever. Under no circumstances shall ENTUZIASMO be required to compensate for intangible loss resulting or not from material loss, such as, in particular, business interruption, production losses, loss of earnings, loss of profits, loss of contract, loss of image, loss of opportunity, commercial loss, additional production costs, immobilisation of personnel or equipment and any indirect loss.

In the event that ENTUZIASMO's liability is incurred, ENTUZIASMO's guarantee shall be limited to the amount before tax paid by the Customer for the provision of the services. ENTUZIASMO cannot be held liable for losses resulting from errors from documents or information provided by the Customer, in particular if ENTUZIASMO has previously expressed reservations. ENTUZIASMO would also be released from any liability in the event that the Customer does not provide ENTUZIASMO or the consultant with all the information necessary for the execution of the assignment.

In the absence of reservations or complaints expressly made by the Customer upon acceptance of the services, they shall be deemed to comply with the order, in quantity and quality.

In order to assert their rights, the Customer must, under penalty of forfeiture of any action relating thereto, inform ENTUZIASMO in writing, within 10 days of the provision of the services, of their reservations or complaints as to conformity in quantity and quality, with all relevant supporting documents. No complaint will be accepted in the event of non-compliance with these formalities and deadlines by the Customer.

9. Non-performance exception

Each party may refuse to perform its obligation, even if it is due, if the other party does not perform its obligation and if such non-performance is sufficiently serious, i.e. likely to jeopardise the continuation of the contract or fundamentally affect its economic balance. ENTUZIASMO alone decides who is tasked with the assignment and may freely change the person during the service. In no way may the Customer require a particular consultant to carry out the work.

The suspension of execution shall take effect immediately upon receipt by the defaulting party of the notice of default sent to it for this purpose by the injured party indicating the intention to apply the non-performance exception until the defaulting party has remedied the breach noted, sent by registered letter with acknowledgement of receipt or on any other durable written medium providing proof of dispatch.

This non-performance exception may also be used as a preventive measure if it is clear that one of the parties will not perform its due obligations and that the consequences of such non-performance are sufficiently serious for the party affected by the default.

This option is used at the risk and peril of the party taking the initiative.

The suspension of execution shall take effect immediately upon receipt by the alleged defaulting party of notification of the intention to apply the non-performance exception until the alleged defaulting party has fulfilled the obligation for which a future breach is evident,

sent by registered letter with acknowledgement of receipt or on any other durable written medium providing proof of dispatch.

If the impediment was definitive or lasted longer than 30 days, the order could be cancelled according to the terms defined in the article "Termination for failure of a party to fulfil its obligations".

This article does not apply to cases of suspension expressly stipulated elsewhere and in particular does not apply to cases of suspension for non-payment, non-compliance with payment terms, incorrect address, problem with a Customer's account to which the suspension terms stipulated in the relevant articles apply.

10. Non-competition

Each party expressly waives, without prior written consent, the right to make, directly or indirectly, offers of employment to an employee of the other party who has worked for it or to take him/her in its service.

By "take in its service", the parties mean the fact of securing the services of an employee as an employee, service provider, freelance consultant, individual contractor or independent profession.

It is also understood and agreed between the parties that the Customer irrevocably waives the right to use any other service provider operating in the same field of activity as ENTUZIASMO if this service provider employs, directly or indirectly, a former employee or subcontractor of ENTUZIASMO or uses, directly or indirectly, methods copied from those of ENTUZIASMO and clearly infringing. The Customer undertakes not to hire or offer any assignment to any ENTUZIASMO consultant.

This waiver is valid for the duration of the execution of the order and thirty-six (36) months after the order has been completed. If either party does not comply with its obligation, it undertakes to pay the other party, on first request and without any formal notice being necessary, an amount equal to thirty-six times the full-time monthly invoice per employee, this invoice being the average of the invoices over the duration of the contract, and this in particular to compensate the loss of future turnover borne by the injured party due to the departure of the employee.

11. Force majeure

The parties may not be held liable if the non-execution or delay in the execution of any of their obligations results from a force majeure event.

Force majeure events for the parties include: natural disasters, acts of public authorities, embargoes, domestic or national strikes, exceptional weather conditions preventing delivery, insurrections, riots.

The party noting the event must immediately inform the other party of its inability to perform its service and justify this to the other party. The suspension of obligations may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment.

The performance of the obligation is suspended for the duration of the force majeure event if it is temporary and does not exceed a 30-day period. Consequently, as soon as the cause of the suspension of their mutual obligations has disappeared, the parties will make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the impeded party shall notify the other party of the resumption of their obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive or exceeds a 30-day period, this contract shall be terminated as of right after sending a registered letter with acknowledgement of receipt by the party first taking action.

12. Termination for failure to fulfil a sufficiently serious obligation

In the event of a sufficiently serious breach of any of the obligations incumbent on the other party, the injured party may notify the defaulting party by registered letter with acknowledgement of receipt, of the termination of this contract, 15 days after the sending of a formal notice to comply has remained unsuccessful.

13. Termination for breach of part of these obligations

In the event of non-payment for services ordered by the Customer, the order is cancelled at ENTUZIASMO's discretion. It is expressly understood that this termination for failure by a party to fulfil its obligations will take place automatically 15 days after the sending of a formal notice to comply, which has remained, in whole or in part, without effect. The formal notice may be sent by registered letter with acknowledgement of receipt or by any extrajudicial act.

14. Partial non-validation

The possible annulment of one or more clauses of the General Terms and Conditions by a court decision or by mutual agreement between the parties shall not affect its other provisions, which shall continue to produce their full effect provided that the general economics of the contract can be safeguarded. In the event that the execution of one or more of the clauses of the General Terms and Conditions is rendered impossible due to its annulment, the parties will attempt to draw up a new clause whose spirit and letter will be as close as possible to the old clause, with the other provisions of the General Terms and Conditions remaining in force.

15. Non-waiver

The fact that either party does not invoke the application of any clause of the General Terms and Conditions or agrees to its non-performance, whether permanently or temporarily, shall not be interpreted as a waiver by that party of the rights it derives for it from the said clause.

16. Personal data protection

All the personal data that the Customer entrusts to ENTUZIASMO is done so in order to (i) carry out operations relating to orders, (ii) carry out operations relating to prospecting such as solicitation operations, the preparation of sales statistics, (iii) the transfer, rental or exchange of its Customer files and prospective customer files, (iv) the management of requests for access, rectification and opposition rights, (v) the management of unpaid debts and disputes, and (vi) the management of persons' opinions on services or content. The data controller is ENTUZIASMO.

The persons authorised to process the data and recipients of the information are ENTUZIASMO and its partners.

In accordance with the UK Data Protection Law, the Customer has a right to access, rectify and object to the processing of their data, by contacting the ICO.

17. Customer Acceptance

The General Terms and Conditions are expressly approved and accepted by the Customer, who declares and acknowledges that they are fully aware of them, and therefore waives the right to rely on any contradictory document and, in particular, their own general terms and conditions of purchase, which shall not be binding on ENTUZIASMO, even if it has been informed of them.