



GENERAL TERMS AND CONDITIONS OF SALES AND SERVICES

Sommaire

1	DEFINITIONS	3
2	SCOPE	4
3	CONTRACTUAL DOCUMENTS	4
4	ORDERS	5
5	PRICES AND INVOICING	6
5.1	Prices	6
5.2	Taxes and Duties.....	6
5.3	Terms of payment	6
5.4	Payment terms	7
6	DELIVERY TERMS AND CONDITIONS	7
6.1	Delivery – Acceptance – Transfer of risks– Reservation of ownership reserve clause	7
6.2	Delivery deadlines	8
7	POLE STAR EMPLOYEES	9
7.1	Compliance with Labour Law	9
7.2	Security	9
7.3	Sub-contracting	10
8	WARRANTIES	10
8.1	Warranties pertaining to Equipment delivered	10
8.2	Warranties pertaining to the General Performance of Services	11
8.3	Limitation of liability.....	11
9	MUTUAL OBLIGATIONS	12
9.1	POLE STAR general obligations.....	12
9.2	Obligations of POLE STAR with regard to regulations pertaining to personal data	13
9.3	Client obligations.....	13
10	MUTUAL LIABILITIES	15
10.1	General considerations	15
10.2	POLE STAR’s liabilities.....	15
10.3	Client’s liabilities.....	16
11	INSURANCE	16
12	NON-SOLICITATION CLAUSE	16
13	NON-DISCLOSURE	17
14	INTELLECTUAL PROPERTY	18
15	FORCE MAJEURE - EVENTS BEYOND THE CONTROL OF THE PARTIES	19
16	APPLICABLE LAW AND JURISDICTION	19

1 DEFINITIONS

Any time the following terms are used either in the plural or in the singular beginning with a capital letter in these General Terms and Conditions or in relation to execution of the latter, the said terms will be defined as follows:

« **Annex** »: designates any annex to these General Terms and Conditions, each of the said annexes forming an integral part of these General Terms and Conditions.

« **Specifications** »: designates the specifications and requirements issued by the Client and/or the commercial and technical proposal issued by POLE STAR, in Annex to these General Terms and Conditions, describing the terms, conditions and limitations of the services delivered by POLE STAR for the benefit of the Client.

« **Client** »: refers to the company for which the Services are provided by POLE STAR in compliance with these terms and conditions.

« **General Terms and Conditions** »: refers to this document, including its Annexes and any subsequent riders.

« **Quotation** »: refers to any written document issued by POLE STAR describing the financial terms proposed for the performance of Services.

« **POLE STAR** »: refers to POLE STAR USA Inc., a US corporation having its registered office at 909 Davis Street, suite# 500, Evanston, IL 60201, USA, and its mother Company Pole Star SAF a French corporation having its registered office at 11 rue Paulin Talabot, 31100 Toulouse, France.

« **Services** »: refers to the services for the supply, installation, provision, commissioning, parameterization, and maintenance of the Solutions and Equipment defined by the Specifications.

« **Equipment** »: refers to the material(s) provided by POLE STAR within the scope of Services, in compliance with these General Terms and Conditions and the Specifications.

« **SLA** »: refers to the document called « Service Level Agreement » likely to be proposed by POLE STAR in the Annex to these General

Terms and Conditions (not mandatorily applicable) defining the levels and rates of services foreseen within the scope of the deployment and performance of Solutions.

« **Solutions** »: refers to the products, services and software delivered by POLE STAR within the scope of Services, in compliance with these General Terms and Conditions and the Specifications.

2 SCOPE

These General Terms and Conditions shall automatically apply to all Services deployed by POLE STAR for the commercialization of its Solutions and Equipment in compliance with the Specifications.

These General Terms and Conditions (and if necessary the particular conditions) shall be disclosed by POLE STAR to any Client who requests them, and in any event, prior to the Client's placing an order.

Consequently, all orders therefore imply that the Client fully accepts these General Terms and Conditions without any reservations.

It should also be noted that these General Terms and Conditions are the **sole basis** of the commercial negotiation between POLE STAR and the Client.

Consequently, these General Terms and Conditions prevail over all conditions of purchase, any contract or any other document issued by the Client, whatever the form or the terms. All terms and/or conditions to the contrary set by the Client will therefore be, without the prior written acceptance of POLE STAR, unenforceable to the latter, however and whenever they are brought to the attention of POLE STAR.

3 CONTRACTUAL DOCUMENTS

Contractual documents governing the relationships between the Parties and the delivery of Services by POLE STAR to the Client, include the following elements with the following order of precedence (in ascending order):

- If need be, the contract and/or the Client's purchase order duly accepted by the Parties;
- The Specifications in the annex to these General Terms and Conditions;
- These General Terms and Conditions.

In the event of a contradiction, whether intentional or not, between two or more of these documents, the document at the top of the contractual hierarchy shall prevail.

In any case, whatever the contractual documents formalizing relations between the Parties, the present General Terms and Conditions shall be attached to one of the following documents:

- the Contract and/or the Client's purchase order duly accepted by POLE STAR;
- the Quotation associated with the Specifications issued by POLE STAR, acting as contract.

4 ORDERS

Unless otherwise stipulated in the Quotation, any Quotation issued by POLE STAR is valid for 3 (three) months from its issue date. After this period, POLE STAR can, if needs be, issue another Quotation at the Client's request.

Orders for Services must be confirmed in writing (i) either in the form of a contract signed by both Parties, (ii), or in the form of a POLE STAR quotation signed by the Client, (iii), or in the form of a purchase order duly signed by the Parties. If the Client issues a purchase order, the latter shall refer to the contract and/or the POLE STAR quotation acting as a contract.

In any event, it is reminded that these General Terms and Conditions are attached to contractual documents used to validate the order.

As from written confirmation in accordance with the abovementioned terms and conditions, the order is then deemed firm and definitive. No service shall be performed without confirmation of the order in accordance with the abovementioned terms and conditions.

Requests for changes in the order by the Client shall only be taken into account after the Client and POLE STAR have signed an amendment (to the contract, to the Quotation and/or to the purchase order) after an additional quotation issued by POLE STAR. In any event, any modifications to the order requested by the Client and duly accepted by POLE STAR may result in extension of delivery times.

In the event that the Client cancels a firm and definitive order, all down payments and all sums invoiced by POLE STAR prior to cancellation of the order will remain definitively acquired by the latter. In addition, the Client is liable for all expenses and sums incurred by POLE STAR pertaining to execution of the Services prior to cancellation of the order.

It should be noted that within the scope of licensing and/or maintenance Services agreed on for a certain frequency (monthly, quarterly, annually), the Client may not suspend, interrupt, cancel or terminate for

any reason whatsoever, the said Services before completion of the contractual period and in accordance with the terms and conditions of termination agreed on in the particular case.

5 PRICES AND INVOICING

5.1 Prices

The Services are delivered at applicable rates in accordance with the Quotation issued by POLE STAR and accepted by the Client, as stated in the abovementioned article 4 "ORDERS".

Unless otherwise stipulated, all prices are in US

5.2 Taxes and Duties

Customer shall be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any national or local tax authority with respect to performance and receipt of fees under this Agreement.

5.3 Terms of payment

Unless otherwise agreed by both Parties, the invoicing deadlines will be as follows:

- Deposit: payment of a deposit of 50% of the total amount excluding tax of the order, at signature of the contract, the quotation and/or the purchase order.
- Balance: the balance of the Services pertaining to the Solutions shall be invoiced after performance of the Services concerned.
 - o The balance of the Services pertaining to the Equipment shall be invoiced at shipping.
- Annual licence for usage of Solutions (if applicable):
 - o Payment is annual in accordance with the terms to be agreed on.
 - o The licence is renewed on a yearly basis on the anniversary date of the delivery of Services, with the date of the last invoice acting as a reference, unless disputed by one of the Parties 3 (three) months before expiry by registered letter with acknowledgement of receipt.
- Annual field maintenance (if applicable) :
 - o The annual field maintenance shall be invoiced every year in accordance with the agreed on terms at the anniversary date of commissioning.

- The annual maintenance shall be renewed before the term, if the fixed number of days, agreed on by the Parties, has been used up before completion of the term. The fixed number of days and/or the contract signed can be reviewed annually depending on the Client's requirements.

5.4 Payment terms

All payments are by bank transfer into the POLE STAR account. Only the actual provision of funds to the POLE STAR bank account constitutes a payment as defined by this article.

Payments for annual licences and/or for annual maintenance may be made by direct debit from the Client's account. In this case, the Client shall provide a direct debit authorization.

Unless otherwise agreed, all Service invoices shall be paid by the Client within thirty (30) days from the issuance date. All invoices pertaining to delivery of Equipment shall be paid upon delivery according to the EXW Incoterm.

Any payment shall be deducted from the sums due, starting with those with the earliest due date. No discounts are granted for early payment.

Under no circumstances may payments due to POLE STAR be suspended, reduced or compensated for without prior written authorization from POLE STAR, and in any case, without providing proof of the actual damage suffered by the Client owing to the alleged delivery delays and/or non-conformities.

For any late payments, POLE STAR is fully entitled to claim penalties from the Client (i) equal to the half yearly prime rate of the European Central Bank increased by 10 points in force at the date of the invoice, to which will be applied to the sums due starting from the first day late, (ii) a flat sum indemnity of 40 euros, (iii) without prejudice to the rights of POLE STAR to suspend all orders and Services underway, to require specific payment guarantees for any new order, to make payable all debts not yet due and to claim compensation for all damages.

6 DELIVERY TERMS AND CONDITIONS

6.1 Delivery – Acceptance – Transfer of risks– Reservation of ownership reserve clause

The terms of delivery and/or acceptance of Services are determined by the Parties depending on the nature and characteristics of the order, Solutions and Equipment.

Concerning Equipment, the transfer of risks takes place once the Equipment is accepted by the Client. Consequently, the Client shall be liable for the risks that the Equipment may incur or cause from the moment the Client physically accepts the Equipment.

In any event, notwithstanding the above terms of risk transfer, the transfer of ownership of the Equipment to the Client only takes place once the price, costs and interest have been paid in full.

6.2 Delivery deadlines

Delivery and handover deadlines are determined in the delivery and deployment schedule in the annex and agreed on by the Parties in the contract, the quotation and/or the purchase order.

The Client shall be barred from unilaterally suspending any payments or offsetting the amounts that are due to POLE STAR on account of alleged late deliveries, without first securing the POLE STAR's consent, and in any event, without demonstrating any actual loss.

Similarly, POLE STAR's liability may not be invoked on any grounds whatsoever and no penalties nor damages may be levied upon it, in case of late delivery due to circumstances of force majeure or Act of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond Pole Star's reasonable control as per the meaning of this term in the law and these General Terms and Conditions.

In any case, delivery within deadlines can only be completed if the Client has respected all his obligations to POLE STAR.

Likewise, POLE STAR may not be held liable in the event of a delay or suspension of provision of Services for circumstances attributable to the Client.

The following cases shall be considered as circumstances imputable to the Client, without this list being considered as exhaustive:

- A delay in delivery of site plans;
- A delay in the installation, the delivery of the radio network, or any partial delivery resulting in the split or extension of the POLE STAR's interventions on the Client's site;
- Failure of the Client to respect the installation recommendations to prepare the site enabling deployment of Services by POLE STAR including, without being exhaustive, parameterization of the Wi-Fi network, the density of the Wi-Fi access points or recommended Bluetooth Low Energy beacons;

- Modification by the Client or a third party mandated by the Client in the configuration of the radio beacon network, without an explicit request to do so from POLE STAR;
- Delay in the development of the mobile application mobile by a third party;
- Modification in conditions of access to the site which deprive POLE STAR of normal access to the site;
- Delay caused by the intervention of any third party mandated by the Client;
- Delay for any administrative or third-party authorization, or delay for any documents or other elements required prior to the launch of Services: for example authorizations to access certain areas of the site;
- Any information not specified by the Client and impacting the normal Service deployment process.

Any additional costs related to a delay caused by the Client shall be invoiced at the same time as payment of the Service balance.

7 POLE STAR EMPLOYEES

By virtue of the hierarchical and disciplinary authority it exercises exclusively over its employees, the latter will remain under the effective control of POLE STAR for the entire duration of the Services. POLE STAR guarantees the legality of the situation of its employees.

7.1 Compliance with Labour Law

POLE STAR agrees to comply with and ensure that its sub-contractors comply with the rules and regulations pertaining to labour and social security law applicable on the site on which the Services are performed.

POLE STAR certifies that it does not use undeclared labour, child labour or any type of labour in violation of the fundamental principles accepted by the International Labour Organisation.

7.2 Security

POLE STAR undertakes to comply with and ensure that the safety rules and regulations in force on the premises of the Client are complied with by its employees called upon to work, even on an occasional basis, on the Client's premises.

7.3 Sub-contracting

POLE STAR is entitled to use a subcontractor of its own choice, in particular to perform tasks requiring intervention on the Client's premises. Subcontractors shall have all the required skills. The subcontractor will intervene under the sole responsibility of POLE STAR and undertakes to maintain the confidentiality of any information about which he becomes aware during the Services.

8 WARRANTIES

8.1 Warranties pertaining to Equipment delivered

The Equipment's condition, absence of any visible flaws and its conformity in terms of quality and quantity shall be verified by the Client upon Equipment delivery.

To ensure preservation of claims against the transporter, the Client is responsible for informing POLE STAR about any claims, reservations or disputes on the transportation voucher and these must be confirmed by registered letter with acknowledgement of receipt by the transporter and POLE STAR within a delay of 48 hours as from delivery of Equipment.

The Client's signature without reservation of the Equipment delivery voucher shall be deemed as the pure and simple acceptance without reservation of the delivery, and the conformity in quality and quantity of the Equipment ordered.

In any event, the Client shall inform POLE STAR about any claims, reservations, or disputes pertaining to the conformity of the Equipment by registered letter with acknowledgement of receipt sent to POLE STAR within a delay of 7 calendar days as from reception of the Equipment.

Hidden defects must exist at the time of the risk transfer in order to be taken into account.

In order for the hidden defects warranty to be taken into account, the Client must exercise his warranty action by sending a registered letter with acknowledgement of receipt to POLE STAR within a delay of 7 calendar days as from reception of Equipment.

POLE STAR shall not be held liable on the basis of the liability for damage caused to equipment which are not used by the victim for his use or private consumption.

POLE STAR is entitled to observe and verify any grievances on site. The Client must keep Equipment as is and shall authorize and make it easy for POLE STAR or his mandated agent to perform all observations or verifications.

In the event that the Equipment's return is fully accepted by POLE STAR, the Client shall retain the custody of and liability for risks with regard to Equipment until the latter has been effectively returned to POLE STAR.

In the event that the return of Equipment is accepted, whatever the legal basis invoked (non-conformity, hidden defects, defectiveness, etc.), the liability of POLE STAR is strictly limited, and to his choice (i) either replacement of the equipment concerned, (ii) or issuance of a credit to the Client, excluding any indemnity, damages or interest, indirect prejudices, deductions and/or penalties of any kind whatsoever with respect to the Equipment returned.

8.2 Warranties pertaining to the General Performance of Services

POLE STAR undertakes to deliver the deliverables and Services in compliance with the Specifications. POLE STAR also undertakes to comply with the SLA agreed upon with the Client.

POLE STAR shall make every effort to achieve constant performance of Services on the Site, in compliance with specifications, conditions, terms, limitations, and restrictions stated in the Specifications, and depending on the characteristics of the premises and the configuration of radio signals used, as well as depending on the different versions of the Android OS and iOS published.

In the event that the Client has any claims, reserves or disputes with respect to the performance of Services, POLE STAR shall undertake to carry out corrections, modifications, and/or adaptations required in accordance with a new schedule to be agreed by the Parties, provided (i) that the Client has empowered POLE STAR to verify the grievances invoked and (ii) that the Client has informed POLE STAR about the defects within 7 calendar days after complete execution of Services.

8.3 Limitation of liability

Whatever the legal basis (non-conformity, hidden defect, defectiveness, etc.), the guarantee and liability of POLE STAR may not be invoked:

- should the abovementioned claim deadlines are exceeded;
- should POLE STAR was not empowered to verify the invoked defects;
- should Equipment has been handled, used, and/or maintained in conditions that are contrary to the recommendations and instructions provided by POLE STAR
- in any event, more than twelve (12) months after the date at which the Client became aware of or should have become aware of the circumstances allowing him to take action against POLE STAR

In any case, whatever the defects and legal basis invoked, the guarantee and liability of POLE STAR are strictly limited to the total amount exclusive of taxes paid by the Client with regard to the Services which are the subject of the claim.

9 MUTUAL OBLIGATIONS

9.1 POLE STAR general obligations

POLE STAR's commitments constitute an obligation of means (*i.e.* "best efforts" clause) under which the Services will be performed in accordance with the Specifications, in strict compliance with current professional rules as well as, where applicable, in compliance with the terms and conditions of the particular contract agreed between Parties. To this end, POLE STAR will assign professionals to perform the Services who have the skills required to ensure their proper execution.

POLE STAR shall complete all legal, fiscal, and administrative formalities pertaining to the execution of Services, as well as file any declarations required and pay all taxes in compliance with current legislation.

POLE STAR will contact the Client in a timely manner to request any authorizations and instructions required for the proper execution of Services.

In the event of direct intervention on the Client's premises, POLE STAR agrees to comply with internal regulations and safety instructions in force on the Client's premises.

POLE STAR shall deploy all reasonable means of intervention to remedy any service interruptions resulting from Services, for which POLE STAR shall be duly held liable. POLE STAR shall not be liable for any service interruption and disturbance related to a change in the exterior environment, architecture, network or its operation, to the mobile application and/or products integrating POLE STAR software.

In the event of a serious malfunction preventing normal use of the Services and the impossibility for POLE STAR to remedy the latter, the Parties may agree, by mutual agreement and depending on the degree of malfunction, to early termination of the order, contractual relations, or adaptation of the Services with a possible revision of the price.

In any case, the Client may submit to POLE STAR any malfunctioning problem during normal working days by email or by telephone from 9.00am to 12pm and from 2pm to 6pm using POLE STAR issue feedback tools provided to the Client.

The Client shall receive an answer in due time in accordance with the terms and conditions of assistance described in Annex 1.

9.2 Obligations of POLE STAR with regard to regulations pertaining to personal data

Respect for privacy and the protection of personal data is of the utmost importance to POLE STAR. It is essential to build trust and is a value to which POLE STAR is deeply committed.

This personal data protection policy reflects the commitments and provisions implemented by POLE STAR daily to ensure that personal data is used responsibly and protected.

In order to safeguard privacy and protect personal data, POLE STAR in 2018 appointed a Data Protection Officer who carries out his mission for all POLE STAR entities.

The Data Protection Officer, a pledge of trust, is specialized in protecting personal data. In this capacity, he or she is responsible for ensuring that privacy is respected and that personal data protection rules are properly implemented. He or she is the key contact person when it comes to liaising with the European Data Protection Authorities, and with regards to data subjects or anyone concerned by personal data collection or processing.

9.3 Client obligations

The Client recognizes that the execution of POLE STAR's obligations requires close collaboration on his part and expressly undertakes to do so.

Generally speaking, the Client shall execute its obligations in good faith and shall refrain from taking any measure or engaging in any action or causing a third party to do so, from entering into or causing a third party to enter into any agreement that would prevent the proper execution of these General Terms and Conditions and Services.

To enable POLE STAR to perform under the proper conditions the Services agreed on, the Client undertakes to provide him with all documents required in a timely manner.

The Client shall provide POLE STAR with the equipment and/or shall perform all work identified and required by the Parties prior to performance of the Services. The Client shall also provide all the means required for the proper performance of the Services.

In particular, the Client undertakes, prior to performance of the Services, to install a compatible radio infrastructure, set up in sufficient quantity and in locations that enable the Solutions to operate with the expected service level.

The Client shall provide POLE STAR with digital plans of the premises on which the Services are to be performed, and any information requested by POLE STAR enabling to carry out the georeferencing of the plans and to understand the contents.

During the deployment phase, the Client shall grant POLE STAR full access to the premises, its staff and/or any sub-contractors, and shall provide them with an office that is equipped with an internet connection and that can be locked.

Without limiting the generality of the foregoing, in order to facilitate the proper performance of Services, the Client undertakes in particular to:

- Provide POLE STAR with complete, exact documents in due time without POLE STAR being liable for verifying the complete, exact nature of the latter;
- To make decisions in a timely manner and to obtain all the authorizations and hierarchical approvals required;
- To mandate a representative with decision-making power;
- To ensure that key stakeholders and the representative are available for the duration of the performance of Services;
- To inform POLE STAR of any changes in the framework and of any element defined in the Specifications;
- To directly and immediately inform POLE STAR about any element or event of any kind likely to have an impact on the execution of the Services.

The Client undertakes to strictly comply with the terms and conditions, limitations, instructions, scope, objectives, contexts, environments and use cases of POLE STAR Solutions and Equipment, as defined in particular in the documentation associated with the said Solutions and said Equipment.

POLE STAR shall not be held liable, on any grounds whatsoever, for any damage resulting from the use, integration, assembly, conservation, maintenance, and /or intervention on the Solutions and Equipment by the Client contrary to the documentation provided by POLE STAR.

The Client undertakes to inform POLE STAR about any imitation, or usurpation or counterfeiting of trademarks or models, unfair competition and more generally any act likely to violated all or part of the intellectual property rights belonging to POLE STAR, and to provide him with any help and assistance necessary.

The Client also agrees to allow POLE STAR to use and reproduce the logo and name of the Client on all existing digital or print media and authorizes POLE STAR to communicate about the Client's use of POLE STAR Solutions.

10 MUTUAL LIABILITIES

10.1 General considerations

Each of the Parties is liable for damages due to a fault or breach of his obligations under these General Terms and Conditions and/or any other applicable contractual document.

In any event, the liability of the Parties is limited to direct foreseeable material damages and excludes any indirect or unforeseeable damages, or consecutive damage, in particular, to any loss in turnover, earnings, profits, operation, renown or reputation, clientele, third party action, economic prejudice and any other loss in income.

10.2 POLE STAR's liabilities

The liability of POLE STAR can only be invoked in the event of a breach of its obligations of means.

The liability of POLE STAR shall not be engaged, whatever the legal basis used, in the following cases:

- For any prejudice and/or damage, whatever the nature, with respect to the use of the results of the Services by the Client;
- If the Client failed to provide POLE STAR with an element, document and/or information required for the performance of Services;
- With respect to the functioning of the Bluetooth infrastructure and resulting services;
- For any failure and/or deficiency related to the Services of which the supply and delivery are not the responsibility of POLE STAR or of its sub-contractors;
- For the facts and/or data which are not within the scope of the Services under the responsibility of POLE STAR and/or which are not an extension thereof;
- In case of use of the results of the Services, for a purpose and/or in a context different from that in which it is intended for, or faulty deployment of recommendations or failure to take into account POLE STAR's reservations;
- If the Equipment and Solutions have been handled, used and/or maintained in conditions contrary to the instructions and recommendations provided by POLE STAR, in particular in the related documentation;
- In the event of force majeure within the meaning of these General Terms and Conditions, such as in circumstances beyond the control of POLE STAR.

In any event, the liability of POLE STAR, whatever the legal basis and the extent of the damages invoked, is limited to the total amount exclusive of tax paid by the Client for the Services which are the subject of the claim.

10.3 Client's liabilities

The Client shall be solely responsible and liable for guaranteeing compliance with all current legal provisions related to and/or arising from deployment of the Services and in particular with regard to all processing of personal data that it shall himself implement.

The Client undertakes to verify in due time all the documents submitted for his approval and to clearly formulate his comments, observations and any disagreement.

The Client is solely responsible for his decisions pertaining to the strategy and both overall and particular objectives that he is pursuing and, in particular, regarding management, operation and evolution of results of the Services, as well as the consequences of all his decisions.

In addition the Client is liable for the use that it makes of the results of the Services.

11 INSURANCE

Each of the Parties must hold an insurance policy covering his professional civil liability and the risks associated with his activity.

Each of the Parties declares that it holds, from the start and throughout execution of the Services and contractual relations, insurance policies covering his Civil and Professional Liability.

Each Party shall provide upon request from the other Party, the corresponding certificates and policies specifying the sums guaranteed per claim and the deductibles, and must provide proof that it has paid for the insurance premiums.

12 NON-SOLICITATION CLAUSE

Each Party waives, unless prior written authorization from the other Party, the right to directly or indirectly make offers of employment to an employee of the other Party assigned to perform the Services, or to hire him, regardless of his status (even in the event that the other Party's employee directly solicits him).

This waiver is valid for the duration of the contractual relations between the Parties, extended by a period of twelve (12) months starting from their termination, whatever the cause and the time.

In the event that one of the Parties fails to respect this non-solicitation clause, it undertakes to compensate the other Party by paying a compensation equal to the total gross remuneration paid to this employee over the twelve months (12 months) prior to his departure.

13 NON-DISCLOSURE

All information in particular including these General Terms and Conditions, Quotations, purchase orders, Specifications, data, commercial, technical, financial information, specifications, drawings, sketches, models, archives, samples, tools, computer programs and documentation, whether oral or written, and without the need for a specific mention or label to this effect (hereafter called “**Confidential Information**”) provided by one of the Parties to the other party hereto or hereunder are strictly confidential and shall remain the property of the disclosing Party.

Each Party shall grant the Confidential Information of the other Party the same degree of care and protection as it gives its own Confidential Information.

Each Party shall refrain, at all times, from disclosing, revealing, or providing a third party with any Confidential Information relating to the other Party.

Each Party shall disclose Information exclusively to those of its employees or sub-contractors for whom this disclosure is needed to perform the Services, on the condition that the said employees and any sub-contractors are bound by an obligation of confidentiality of a legal, contractual and/or statutory nature of the same degree as these confidentiality clauses.

In any event, each Party undertakes to ensure that all of the confidentiality obligations provided in this article are respected by his employees and sub-contractors and shall be personally liable for any breach of this article, including any committed by his employees and sub-contractors, whether it had knowledge of it or not.

All copies of Confidential Information in written or graphic form or in any other tangible form shall be returned to the disclosing Party and/or destroyed in accordance with the instructions and choice of the disclosing Party (i) either at any time at the request of the disclosing Party, (ii) or at the term of contractual relations between the Parties, for whatever reason and at any time. In any event, the recipient Party shall not conserve any copies of the said confidential information unless otherwise expressly agreed to by the disclosing Party.

However, the aforementioned obligations shall not apply to Information that:

- Was already in the possession of the Recipient Party before their reception;

- Was already in the public domain or entered the public domain through no fault of the Receiving Party, were acquired by the Receiving Party from a third party entitled to transmit this information to the Receiving Party without an obligation of confidentiality and without being prohibited from disclosing them;
- Was developed independently from the Receiving Party;
- Has obtained a prior written authorization to communicate delivered by the owner of the information;
- Must be produced (after notifying the Disclosing Party whenever this is possible) under applicable law or any other law or regulation, including a court ordinance.

The confidentiality obligations stipulated in this article apply for the entire duration of contractual relations between the Parties, plus a period of five (5) years after termination of contractual relations, whatever the cause and whatever the time.

14 INTELLECTUAL PROPERTY

Each Party is and shall remain the sole owner of its own knowledge and intellectual/industrial property rights under the international conventions. Each Party undertakes not to use either directly or indirectly any element that is protected or likely to be protected by intellectual and/or industrial property rights belonging to the other Party, unless within the strict scope of the performance of the Services and contractual relations.

In particular, it is expressly agreed that POLE STAR remains the sole owner of all industrial or intellectual property rights protecting or likely to protect its concepts, processes, know-how, Services, Solutions, Equipment, documentation, and more generally any element directly or indirectly related to the performance of the Services (hereinafter called « **POLE STAR Intellectual Property Rights**»).

Hence, the Client expressly agrees to refrain from duplicating, reproducing, using and or exploiting, directly or indirectly, any element and deliverable that is part of the Services and is protected or likely to be protected by POLE STAR intellectual Property Rights, outside the strict framework agreed by the Parties and in particular for personal use or for use by a third party, without prior written authorization from POLE STAR.

POLE STAR guarantees the Client that it is the owner of all intellectual property rights and any other rights over any item or transaction included in the Services and covered by such rights.

To this end, POLE STAR fully and entirely guarantees the Client that the creations pertaining to Services are legally available and are not encumbered, in any way, partially or totally, directly or indirectly, by third party rights.

15 FORCE MAJEURE - EVENTS BEYOND THE CONTROL OF THE PARTIES

No Party shall be considered in breach of its obligations if its performance of the Services and/or obligations is delayed and/or prevented, in full or in part, due to a case of force majeure or an event beyond its control.

In addition to the legal definition, force majeure events and events beyond the control of Parties shall in particular include, but not restrictively: civil disturbances, riots, strikes (other than a strike mainly involving POLE STAR employees), epidemics, pandemics, embargos, governmental and/or legal restrictions, malfunctions in means of transportation and/or communications, fires, floods of all or part of POLE STAR premises, its suppliers and/or sub-contractors, earthquakes, an explosion or natural catastrophe, and more generally any cause beyond the control and not due to an error or negligence of the Party requesting the application of this clause, or of any person under its responsibility.

The Party which is the victim of one of the aforementioned cases shall inform the other Party in writing and as soon as possible and shall implement all reasonable measures in its power to minimize the consequences of such a situation, in particular to prevent or limit any delays in the performance of the Services.

If the situation continues more than sixty (60) working days after its occurrence, the Parties shall meet to decide what to do next, and whether the order concerned shall be continued, adjusted or terminated.

16 APPLICABLE LAW AND JURISDICTION

These General Conditions and Terms and the operations arising therefrom are governed by the laws of the State of Illinois, without giving effect to principles of conflicts of law.

In the event of a dispute (contractual or extracontractual) concerning the validity, performance, interpretation and/or termination of these terms and conditions, the Parties shall endeavour to resolve their differences amicably within three months (3) from the date of referral of one of the Parties to the other.

In the event that the Parties are unable to resolve their differences within the aforementioned time period, the dispute shall be exclusively brought by the most diligent Party to the competent courts located in the jurisdiction of POLE STAR headquarters.