

# GENERAL TERMS AND CONDITIONS (GTC)

## *RESILIENT SHIELD CONSULTING – 02/2025*

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### 1. PREAMBLE

#### **Purpose of the GTCS**

These General Terms and Conditions of Sale (hereinafter "GTCS") define the terms and conditions under which Resilient Shield Consulting SAS, hereinafter referred to as "the Service Provider," offers its clients, hereinafter referred to as "the Client," consulting and training services in the fields of business continuity management, crisis management, resilience management, risk management, and information security.

These services may be detailed in specific documents such as commercial proposals, product presentations (consulting, training, software), quotations, or specific contracts, which supplement and, where applicable, clarify or amend these GTCS.

The acceptance of a commercial proposal, a quotation, or the signing of a contract or service order by the Client implies full and unconditional acceptance of these GTCS, unless otherwise agreed in writing between the parties.

#### **Acceptance of the GTCS**

**Acknowledgment:** These General Terms and Conditions of Sale (GTCS) are available to the Client on the Service Provider's website or upon request. Consequently, placing an order implies full acknowledgment and unconditional acceptance of these GTCS by the Client.

**Prevalence of GTCS:** Unless otherwise agreed in writing and signed by both parties, these GTCS take precedence over any other document, particularly any general purchasing conditions.

**Modification of GTCS:** The Service Provider reserves the right to amend its GTCS at any time. In such cases, the applicable conditions shall be those in effect on the date of the Client's order.

**Objection to GTCS:** Any Client objecting to one or more clauses of these GTCS and who has not notified the Service Provider in writing before placing an order or requesting a service shall be deemed to have fully accepted them.

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## 2. DEFINITIONS

Unless otherwise indicated by the context, the terms used in these GTCS shall have the following meanings:

- **Service Provider:** Refers to Resilient Shield Consulting SAS, a consulting and training company in management and IT, responsible for providing the services described herein.
  - **Client:** Refers to any natural or legal person placing an order for a service offered by the Service Provider.
  - **Services:** Refers to all services provided by the Service Provider, including studies, analyses, audits, training, report drafting, action plans, and procedures.
  - **Contract:** Refers to the agreement between the Service Provider and the Client, including these GTCS, as well as any other document specifying the nature, cost, and terms of the ordered services.
  - **Commercial Proposal:** Refers to any written document issued by the Service Provider detailing a service offer to the Client.
  - **Quotation:** Refers to a written document issued by the Service Provider specifying the estimated cost of services requested by the Client.
  - **Parties:** Refers collectively to the Service Provider and the Client.
  - **Website:** Refers to the official website of the Service Provider, <https://www.resilient-shield.com>, where services and these GTCS are presented.
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## 3. PURPOSE

These General Terms and Conditions of Sale (GTCS) define the terms and conditions for the provision of services by the Service Provider to its Clients. The default language for these services and products is French or English.

### **Consulting**

Supporting the Client in identifying, understanding, and resolving specific issues related to risk management, crisis management, business continuity management, resilience management, and information security management.

### **Training**

- **On-site:** Training sessions organized directly at the Client's premises or at a location chosen by them.
- **Classroom:** Training sessions conducted at the Service Provider's premises or at a partner training center.
- **E-learning:** Online training modules accessible remotely via a dedicated platform, allowing flexible learning.

## Studies and Analyses

Conducting in-depth studies to assess the Client's current situation, identify areas for improvement, and propose appropriate solutions.

## Audits

Detailed evaluation of the Client's processes, systems, or structures in management and IT to ensure their compliance, efficiency, and relevance.

## Report Drafting

- **Reports:** Presentation of the results of studies, analyses, and audits, with specific recommendations.
- **Action Plans:** Development of strategies and concrete actions to address identified needs and challenges.
- **Procedures:** Drafting detailed procedures to guide the Client in implementing recommendations and action plans.

## Software

- **Sale:** Commercialization of ready-to-use software adapted to the Client's needs.
- **Development:** Custom software development to meet specific Client requirements.

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# 4. ORDERING TERMS

## Order Process

- **Initial Request:** The Client expresses interest in one or more services offered by the Service Provider, either via the Service Provider's website, email, telephone, or any other communication method provided.
- **Proposal Development:** Based on the Client's expressed needs, the Service Provider drafts a commercial proposal detailing the services, pricing, and execution terms.
- **Client Validation:** The Client reviews the proposal and, if in agreement, validates it by returning a signed copy with the mention "Approved" or by placing an order via the Service Provider's website.

## Order Confirmation

- **Acknowledgment of Receipt:** Once the order is validated by the Client, the Service Provider sends an acknowledgment confirming the order details, including requested services, pricing, and execution terms.
- **Mutual Commitment:** The order confirmation constitutes a mutual commitment between the Client and the Service Provider. The Client agrees to comply with the order terms, and the Service Provider agrees to deliver the services as per the accepted commercial proposal.

## Order Modification

Any modification or cancellation of an order requested by the Client after confirmation will only be considered if submitted in writing before service execution begins and subject to the Service Provider's approval.

## Order Cancellation

In case of order cancellation by the Client after its acceptance by the Service Provider, for any reason, the deposit paid at the time of the order, as defined in the "Pricing" section of these GTCS, shall remain acquired by the Service Provider and will not be refunded.

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# 5. PRICING

## Service Pricing

- **Training:** Pricing for training services is available in the Service Provider's catalog.
- **Consulting:** Fees are either fixed or based on time spent, with a maximum cap option.
- **Software:** Prices are specified in the commercial proposal or quotation.

## Taxes and Charges

All prices are exclusive of taxes unless otherwise stated. Applicable taxes, including VAT, will be added to the indicated price.

## Payment Terms

- **Invoices:** Issued as per the agreed proposal.
- **Methods:** Payments can be made via bank transfer, check, or any agreed method.
- **Deadlines:** Unless otherwise agreed, invoices are due within 30 days of issuance.
- **Advance Payment:** Some services may require an upfront deposit, as specified in the commercial proposal.

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## 6. SERVICE DELIVERY TERMS

### Delivery Deadlines

- **Commitment:** The service delivery timelines are defined in the commercial proposal or the quotation accepted by the Client. The Service Provider commits to respecting these deadlines, except in cases of force majeure or circumstances beyond its control.
- **Delays:** In the event of service delivery delays, the Service Provider agrees to promptly inform the Client and arrange a new delivery date.

### Location of Service Delivery

- **On-site:** If services require on-site intervention, they will be conducted at the address specified by the Client at the time of ordering.
- **Remote Services:** Certain services, including e-learning training or remote consultations, may be delivered online or through other remote communication methods.
- **At the Service Provider's Premises:** For specific services, such as certain training sessions, the Client may be required to attend sessions at the Service Provider's premises or a partner training center.

### Training-Specific Terms

- **Training Materials:** For each training session, the Service Provider will provide the Client or participants with necessary training materials, including printed documents, online content, or other resources.
- **Assessment Methods:** At the end of each training session, an assessment may be conducted to measure participant knowledge acquisition.
- **Training Certificate:** A training completion certificate will be issued to each participant upon session completion.
- **Cancellation or Rescheduling:** In case of cancellation or rescheduling by the Client, charges may apply as specified in the commercial proposal or quotation.

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## 7. CLIENT OBLIGATIONS

### Provision of Information

- **Accuracy:** The Client agrees to provide all necessary information to enable the proper execution of the ordered services. The information must be complete, accurate, and up to date.

- **Liability:** The Client is responsible for any errors or omissions in the provided information. Any delay or additional costs caused by incorrect or incomplete information will be borne by the Client.

### Conditions for On-Site Service Delivery

- **Access:** If services require on-site intervention, the Client agrees to provide appropriate access to the premises and necessary equipment.
- **Safety:** The Client must ensure a safe working environment for the Service Provider's personnel performing on-site interventions. Any specific security requirements must be communicated prior to the commencement of service.
- **Resources:** The Client must provide the necessary materials and software required for service execution, unless otherwise agreed.

### Collaboration

- **Availability:** The Client agrees to make key contacts and resources available to facilitate service execution.
- **Communication:** Regular and transparent communication is essential for service success. The Client agrees to promptly inform the Service Provider of any changes or events that may impact service execution.
- **Feedback:** The Client agrees to provide constructive feedback throughout the engagement to enable the Service Provider to continuously improve service quality.

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## 8. SERVICE PROVIDER OBLIGATIONS

### Quality of Services

- **Commitment:** The Service Provider commits to delivering services in accordance with applicable professional standards, leveraging its expertise, skills, and resources to meet the Client's expressed needs.
- **Continuous Improvement:** The Service Provider is committed to continuous improvement, seeking to optimize service quality based on client feedback and evolving requirements.
- **Confidentiality:** The Service Provider agrees to maintain the confidentiality of all Client-related information encountered during service delivery.

### Adherence to Deadlines

- **Commitment:** The Service Provider is committed to meeting agreed-upon service deadlines as outlined in the commercial proposal or accepted quotation.
- **Unforeseen Events:** If unforeseen circumstances arise that may impact deadlines, the Service Provider agrees to promptly inform the Client and propose alternative delivery dates or solutions.

- **Force Majeure:** The Service Provider shall not be held liable for delays or failure to fulfill obligations due to force majeure events as defined under French law.

## Regulatory Compliance

- **GDPR Compliance:** When handling personal data on behalf of the Client, the Service Provider commits to complying with the General Data Protection Regulation (GDPR), ensuring data security, informing relevant parties, and refraining from transferring data outside the European Union without appropriate safeguards.
- **DORA, NIS2, and Other Directives Compliance:** The Service Provider also commits to adhering to European Union regulations, including:
  - **Digital Operational Resilience Act (DORA):** Ensuring compliance with digital resilience and cybersecurity standards applicable to financial entities and ICT third-party service providers.
  - **Network and Information Security Directive (NIS2):** Implementing cybersecurity risk management measures and reporting obligations for essential and important entities.
  - **Other applicable EU directives and national cybersecurity laws.**
- **Other Legal Compliance:** The Service Provider further commits to adhering to all other applicable regulations relevant to its field of activity and the nature of services provided.

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## 9. INTELLECTUAL PROPERTY

### Rights to Created Content

- **Initial Ownership:** All documents, reports, software, training materials, and other deliverables created specifically for the Client remain the intellectual property of the Service Provider until full payment for services has been made.
- **Transfer of Rights:** Upon full payment, the Service Provider grants the Client rights to use the created content for internal purposes, including reproduction, representation, and modification. However, unless otherwise agreed, the Service Provider retains the right to reference these works for promotional or reference purposes.

### Rights to Methodologies Used

- **Service Provider's Ownership:** The methodologies, tools, techniques, and expertise developed or employed by the Service Provider remain its exclusive property. The Client acknowledges that these may be used for other clients and are not exclusive to the provided service.
- **License for Use:** The Service Provider grants the Client a non-exclusive, non-transferable, and non-sublicensable license to use methodologies and tools solely

within the scope of the delivered services and for the agreed duration. Any use beyond this scope requires prior written consent from the Service Provider.

- **Reverse Engineering Prohibition:** The Client agrees not to decompile, disassemble, reverse-engineer, or attempt to discover the source code of software or methodologies provided by the Service Provider.

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## 10. CONFIDENTIALITY

### Protection of Shared Information

- **Definition:** All information, whether verbal, written, electronic, or otherwise, exchanged between the Service Provider and the Client in connection with service delivery is deemed confidential. This includes, but is not limited to, technical, commercial, financial, and strategic data, as well as work-related documents.
- **Mutual Commitment:** Both parties agree not to disclose, reproduce, use, or grant third-party access to confidential information, except when necessary for service execution or when required by law.
- **Security Measures:** Each party commits to implementing appropriate security measures to protect confidential information from unauthorized access, use, reproduction, or disclosure.
- **Duration of Obligation:** The confidentiality obligation remains in effect throughout service delivery and for three (3) years following termination or completion of services.
- **Exceptions:** Information shall not be considered confidential if:
  - It was already known to the receiving party before disclosure.
  - It becomes public without any breach of this agreement.
  - It is received from a third party without confidentiality restrictions.
- **Consequences of Breach:** Any breach of this confidentiality clause may result in claims for damages and/or legal proceedings.

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## GENERAL TERMS AND CONDITIONS OF SALE (GTCS) OF RESILIENT SHIELD CONSULTING – 09/2023

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## 11. LIABILITY



## Limitation of Liability

- **Best Effort Obligation:** The Service Provider undertakes to implement all reasonable means to provide the agreed services in compliance with professional standards. However, the Service Provider has an obligation of means and not of result.
- **Financial Cap:** Unless in cases of gross negligence or willful misconduct, the Service Provider's liability is strictly limited to the amount paid by the Client for the service that caused the damage. The Service Provider shall not be held liable for indirect damages, such as loss of profits, contracts, or opportunities.
- **Exclusions:** The Service Provider shall not be held responsible for delays or breaches of obligations resulting from causes beyond its control, including but not limited to supplier failures, strikes, work stoppages, acts of vandalism, or natural disasters.

## Force Majeure

- **Definition:** A force majeure event shall be deemed as any unforeseen, irresistible, and external event preventing one of the parties from fulfilling its obligations, as defined by French case law.
- **Effects:** In the event of force majeure, the obligations of both parties shall be suspended for the duration of the event. If the force majeure event persists for more than thirty (30) days, either party may terminate the contract without any compensation being due.
- **Notification:** The party invoking a force majeure event must immediately notify the other party upon its occurrence, providing all relevant details and making efforts to limit its consequences.

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# 12. TERMINATION

## Termination Conditions

- **Termination for Breach:** If either party fails to comply with its contractual obligations, the other party may terminate the contract by right after a formal notice remains unanswered for a period of fifteen (15) days, without prejudice to any damages that may be claimed.
- **Termination for Force Majeure:** If a force majeure event, as defined above, extends beyond thirty (30) days, either party may terminate the contract without any indemnity.
- **Client-Initiated Termination:** The Client may terminate the contract at any time with a thirty (30) days' notice and must settle all outstanding payments due until the termination date.

## Consequences of Termination

- **Payment of Outstanding Amounts:** Upon contract termination, all amounts due by the Client for services already provided shall become immediately payable.
  - **Return of Materials:** Upon contract termination, both parties shall return all materials, documents, or tools received during the contract execution unless otherwise agreed.
  - **Survival of Clauses:** Clauses regarding confidentiality, intellectual property, and liability shall survive contract termination and continue to apply accordingly.
  - **No Compensation for Termination:** Unless in the case of serious breach, neither party shall be held liable for damages resulting from contract termination.
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## 13. DISPUTE RESOLUTION

### Governing Law

This contract shall be governed by and construed in accordance with **French law**. Any question regarding its validity, interpretation, execution, or termination shall be interpreted under French law, without consideration for conflict of law provisions.

### Jurisdiction

- **Amicable Resolution:** In the event of any dispute arising from or related to this contract, the parties shall first endeavor to settle the matter amicably.
  - **Legal Proceedings:** If no amicable resolution is reached within thirty (30) days from the dispute notification, the dispute shall be submitted to the **exclusive jurisdiction of the courts of Paris**, unless mandatory legal provisions state otherwise.
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## 14. MISCELLANEOUS

### Modification of GTCS

The Service Provider reserves the right to modify these General Terms and Conditions of Sale (GTCS) at any time. Any modification shall take effect upon its publication on the Service Provider's website or communication to the Client. If the Client continues to use the services after such publication or communication, it shall be deemed acceptance of the modified terms. If the Client does not accept the changes, they must cease using the services and inform the Service Provider accordingly.

### Partial Invalidity

If any provision of these GTCS is deemed null, invalid, or unenforceable for any reason, it shall be considered separable and shall not affect the validity and enforceability of the other

provisions. The parties shall endeavor to replace any invalid or unenforceable provision with a valid one that best achieves the original intent and economic effect.

### **Non-Waiver**

The failure of either party to enforce any obligation under these GTCS or to exercise any right provided herein shall not be interpreted as a waiver of such obligation or right. Any waiver shall only be effective if expressed in writing and signed by the waiving party.

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**End of Document**