



1. Preamble

Purpose of the General Terms and Conditions

The purpose of these General Terms and Conditions (hereinafter "GTC") is to define the terms and conditions according to 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 areas 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), quotes or specific contracts, which supplement and, where appropriate, specify or modify these General Terms and Conditions.

Acceptance of a commercial proposal, a quote or the signing of a contract or an order for services on the part of the Customer implies unreserved acceptance of these General Terms and Conditions, unless special conditions are agreed in writing between the parts.

Acceptance of the General Terms and Conditions

Acknowledgment: These General Terms and Conditions (GTC) are made available to the Customer on the Service Provider's website or are provided at the Customer's request. Consequently, placing an order implies complete knowledge and unreserved acceptance of these General Terms and Conditions by the Customer.

Prevalence of the General Terms and Conditions: Unless there is a specific written agreement signed by both parties, these General Terms and Conditions take precedence over any other document, and in particular over any general conditions of purchase.

Modification of the T&Cs: The Service Provider reserves the right to modify its T&Cs at any time. In this case, the applicable conditions will be those in force on the date of the order by the Customer.

Opposition to the General Terms and Conditions: Any Customer who objects to one or more clauses of these General Terms and Conditions and who has not notified the Service Provider in writing before any order or service will be deemed to have accepted them in their entirety.

2. Definitions

In these General Terms and Conditions, unless otherwise indicated by the context, the terms below will have the following meaning:

- Service Provider: Refers to Resilient Shield Consulting SAS, management and IT consulting and training company, responsible for the provision of the services described in these General Terms and Conditions.

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- **Client:** Refers to any natural or legal person who orders a service offered by the Service Provider.
- **Services:** Refers to all the services offered by the Service Provider, in particular studies, analyses, audits, training, drafting of reports, action plans and procedures.
- **Contract:** Refers to the agreement between the Service Provider and the Client, including these General Terms and Conditions, as well as any other document specifying the nature, cost and terms of the services ordered.
- **Commercial proposal:** Refers to any written document issued by the Service Provider detailing an offer of services intended for the Client.
- **Quote:** Refers to a written document issued by the Service Provider specifying the estimated cost of the services requested by the Client.
- **Parties:** Jointly refers to the Service Provider and the Client.
- **Website:** Refers to the official website of the Service Provider, <https://www.resilientshield.com>, on which the services and these General Terms and Conditions are presented.

The technical terms used in the presentation documentation for products and services, in offers, in contracts or quotes are defined by default in the corresponding ISO standards and documentation (International Standard Organization , <https://www.iso.org>). or in the official Resilient Shield Consulting documents available on the website.

3. Object

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

Advice

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

Training

On-site: Training sessions organized directly at the Customer's premises or at a location chosen by the Customer.

In the classroom: Training sessions organized in the Service Provider's premises or in a partner training center.

E-learning: Online training modules, accessible remotely via a dedicated platform, allowing flexibility in learning.

Studies and Analyzes

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

Audits

Detailed assessment of the Client's processes, systems or structures in the areas of management and IT, with a view to ensuring their compliance, efficiency and relevance.

Writing

Reports: Presentation of the results of studies, analyzes and audits, with specific recommendations.

Action Plans: Development of strategies and concrete actions to respond to identified needs and challenges.

Procedures: Drafting of detailed procedures to guide the Client in the implementation of recommendations and action plans.

Software:

- Sales: Marketing of ready-to-use software adapted to the Customer's needs.
- Design: Custom software development to meet the Client's specific needs.

4. Order conditions

Order process

- Initial request: The Customer expresses his interest in one or more services of the Service Provider, either via the Service Provider's website, or by e-mail , telephone or any other means of communication made available.
- Development of the proposal: Based on the needs expressed by the Client, the Service Provider develops a commercial proposal detailing the services, prices, and implementation methods.
- Validation by the Client: The Client examines the proposal and, if he agrees, validates it by returning it signed with the words "Good for agreement" or by placing an order via the Service Provider's website.

Order confirmation

- Acknowledgment of receipt: Once the order has been validated by the Customer, the Service Provider sends an acknowledgment of receipt confirming the details of the order, including the services requested, prices, and methods of completion.
- Mutual commitment: The order confirmation constitutes a commitment

mutual between the Client and the Service Provider. The Customer undertakes to respect the terms of the order and the Service Provider undertakes to provide the services in accordance with the accepted commercial proposal.

Editing the order

Any modification or resolution of the order requested by the Customer after confirmation can only be taken into consideration if it is received in writing before the start of the provision of the services ordered and after agreement from the Service Provider.

Cancellation of the order

In the event of cancellation of the order by the Customer after its acceptance by the Service Provider, for whatever reason, the deposit paid on the order, as defined in the "Price" article of these General Terms and Conditions, will remain acquired at the Service Provider and will not give rise to a refund.

5. Price

Pricing of services

Training:

- Catalogue: Standard training prices are available in the Service Provider's catalog.
- Tailor-made offers: Specific pricing can be proposed based on the Customer's particular needs.

Advice :

- Flat-rate offers: The Service Provider offers flat-rate prices for certain consulting services, defined in advance.
- Management: The pricing under management is variable and depends on the difficulty of the mission, its duration and the conditions of completion.
- Capped management: The Service Provider also offers management prices with a maximum ceiling, beyond which no additional costs will be billed to the Client.

Software:

- The prices of software, whether sold or custom designed, are defined in the commercial proposal or quote sent to the Customer.

Taxes and charges

Unless otherwise stated, prices are presented excluding taxes. Any tax, charge or contribution, in particular VAT, applicable on the day the order is placed will be added to the price indicated.

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Payment terms

- Billing: The services ordered are invoiced according to the terms defined in the commercial proposal or the quote accepted by the Customer.
- Means of payment: Payment can be made by bank transfer, check, or any other means agreed between the Service Provider and the Client.
- Payment deadline: Unless otherwise agreed, invoices issued by the Service Provider are payable within 30 days from the invoice date.
- Deposit: For certain services, a deposit may be requested at the time of validation of the order. The amount and conditions of this deposit will be specified in the commercial proposal or quote.

Travelling expenses

- Paris region: Travel costs are included in the price for any intervention in the Paris region.
- Outside the Paris region: For any intervention outside the Paris region, travel costs will be invoiced on the basis of actual expense reports.

Price indexation

Prices are indexed to the Syntec index. Any variation in this index may result in a revision of the prices proposed by the Service Provider.

Late penalties

- Application: In the event of late payment and payment of sums due by the Customer beyond the deadline set above, late payment penalties calculated at the rate of three times the legal interest rate in force in France will be automatically and automatically acquired from the Service Provider, without any formality or prior notice.
- Lump sum compensation: In addition to late payment penalties, any amount not paid by the due date will give rise to the payment of a lump sum compensation of 40 euros due for recovery costs, in accordance with articles L. 441-6 and D. 441 -5 of the Commercial Code. If the recovery costs actually incurred exceed this amount, the Service Provider may request additional compensation, upon justification.

6. Terms of delivery of services

Time limit

- Commitment: Delivery times for services are defined in the commercial proposal or quote accepted by the Customer. The Service Provider undertakes to respect these deadlines, except in the event of force majeure or circumstances beyond its control.

- Delay: In the event of a delay in the delivery of services, the Service Provider undertakes to inform the Client as soon as possible and to agree on a new delivery date.

Place of service

- On site: If the services require on-site intervention, this will be carried out at the address indicated by the Customer when ordering.
- Remote: Certain services, in particular e-learning training or remote consultations, can be carried out online or by other means of remote communication.
- Service Provider's premises: For certain services, in particular certain training courses, the Client may be invited to go to the Service Provider's premises or to a partner training center.

Terms specific to training

- Educational materials: For each training course, the Service Provider will provide the Client or participants with the necessary educational materials, whether printed documents, online content or other resources.
- Evaluation methods: At the end of each training course, an evaluation may be offered to measure the participants' achievements.
- Training certificate: A training certificate will be issued to each participant at the end of the session.
- Cancellation or postponement: In the event of cancellation or postponement of a training session by the Client, fees may be applied according to the conditions defined in the commercial proposal or quote.

7. Customer Obligations

Provision of information

- Accuracy: The Client undertakes to provide the Service Provider with all the information necessary for the proper execution of the services ordered. This information must be complete, accurate and up to date.
- Liability: The Customer is responsible for any error or omission in the information provided. Any delays or additional costs caused by incorrect or incomplete information will be the responsibility of the Customer.

Conditions of service at the customer's premises

- Access: If the services require on-site intervention, the Client undertakes to provide appropriate access to the premises and necessary equipment.
- Safety: The Client must guarantee a safe working environment for the Service Provider's personnel working on site. Any specific security requirements or

procedures must be communicated to the Service Provider before the start of the service.

- Means: The Client must make available to the Service Provider all the hardware and software resources necessary to carry out the services, unless otherwise agreed.

Collaboration

- Availability: The Client undertakes to make available the key contacts and resources necessary to facilitate the provision of the services.
- Communication: Regular and transparent communication is essential for the success of the service. The Client undertakes to promptly inform the Service Provider of any change or event that may impact the provision of the services.
- Feedback: The Client undertakes to provide constructive feedback throughout the service, allowing the Service Provider to continually adjust and improve the quality of services.

8. Obligations of the service provider

Quality of services

- Commitment: The Service Provider undertakes to provide services consistent with current professional standards, using its skills, expertise and resources to meet the needs expressed by the Client.
- Continuous improvement: The Service Provider is committed to a process of continuous improvement, regularly seeking to optimize the quality of its services and adapting to feedback and the evolving needs of the Client.
- Confidentiality: The Service Provider undertakes to respect the confidentiality of the Client's information and data to which it may have access in the context of carrying out the services.

Respect of deadlines

- Commitment: The Service Provider undertakes to respect the deadlines agreed with the Client for the delivery of services, as defined in the commercial proposal or the accepted quote.
- Unforeseen events: In the event of unforeseen events or circumstances beyond its control that may impact compliance with deadlines, the Service Provider undertakes to immediately inform the Customer and propose a new delivery date or alternative solutions.
- Force majeure: The Service Provider cannot be held responsible for delays or failure to fulfill its obligations in the event of force majeure, as defined by French case law.

Regulatory conformity

- **GDPR:** The Service Provider undertakes to comply with the provisions of the General Data Protection Regulation (GDPR) when processing personal data on behalf of the Client. This includes, among other things, the obligation to ensure data security, to inform data subjects, and not to transfer data outside the European Union without appropriate guarantees.
- **Other regulations:** The Service Provider also undertakes to comply with all other regulations applicable to its field of activity and the nature of the services provided.

9. Intellectual property

Rights to created content

- **Initial attribution:** All content, documents, reports, software, training and other deliverables created specifically for the Client as part of the services provided remain the intellectual property of the Service Provider until full payment for the service.
- **Transfer of rights:** Once full payment has been made, the Service Provider transfers to the Client the rights to use the content created specifically for him. This assignment includes the rights of reproduction, representation and modification for the Customer's internal use. However, unless otherwise agreed, the Service Provider retains the right to cite these achievements for reference or promotional purposes.

Rights to the methodologies used

- **Property of the Service Provider:** The methodologies, techniques, tools, processes and know-how developed or used by the Service Provider remain its exclusive property. The Client acknowledges that these elements may be used for other clients and are not specific to the service provided for them.
- **License to use:** The Service Provider grants the Client a non-exclusive, non-transferable license without sublicensing rights to use the methodologies and tools solely within the framework of the services provided and for the duration of the service. Any use outside this framework requires the prior written consent of the Service Provider.
- **Prohibition of reverse engineering:** The Client undertakes not to decompile, disassemble, reverse engineer or attempt to discover the source code of the software tools or methodologies provided by the Service Provider.

10. Confidentiality

Protection of exchanged information

- **Definition:** All information, whether oral, written, electronic or in any other form, exchanged between the Service Provider and the Client in the context of the provision of services, is considered confidential. This includes, but is not limited to, technical, commercial, financial, operational data, plans, strategies and working documents.
- **Mutual commitment:** Both parties undertake not to disclose, reproduce, use or allow access to this confidential information to third parties, unless this is necessary for the performance of the services or if disclosure is required by law.
- **Safeguards:** Each party agrees to implement appropriate security measures to protect Confidential Information from unauthorized access, use, reproduction or disclosure. This includes physical, technical and organizational measures.
- **Duration of the obligation:** The confidentiality obligation remains in force for the entire duration of the service and for a period of three years after its completion or termination, whatever the cause.
- **Exceptions:** Information will not be considered confidential if:
 - They were already known to the receiving party before their disclosure by the other party;
 - They are or become public without violation of this agreement;
 - They are received from a third party without confidentiality restrictions.
- **Consequences for violation:** Any violation of this confidentiality clause may result in damages and/or legal action.

11. Responsibility

Limitation of liability

- **Commitment of means:** The Service Provider undertakes to implement all necessary means to provide the services in accordance with the professional standards in force. However, it is understood between the parties that the Service Provider only has an obligation of means and not of result.
- **Capping:** Except for gross or intentional misconduct, the Service Provider's liability is limited to the amount paid by the Client for the services that caused the damage. The Service Provider cannot be held responsible for indirect damages such as loss of profits, contracts or opportunities.
- **Exclusions:** The Service Provider will not be held responsible for delays or failures to fulfill its obligations resulting from causes beyond its control, such as, but not limited to, supplier failures, strikes, work interruptions, acts of vandalism or natural disasters.

Force majeure

- Definition: Any unforeseeable, irresistible event external to the parties, as defined by French case law, is considered a case of force majeure.
- Effects: In the event of the occurrence of a force majeure event, the obligations of the parties will be suspended for the duration of this event. If the force majeure event continues beyond a period of thirty (30) days, each party will have the possibility of terminating the contract, without any compensation being due.
- Notification: The party wishing to invoke a force majeure event must immediately notify the other party upon its occurrence, providing all the relevant details, and endeavor to limit the consequences of this event.

12. Termination

Termination conditions

- Termination for breach: If one of the parties does not respect its obligations stipulated in the contract, the other party may, after formal notice which remains without effect for a period of fifteen (15) days, automatically terminate the contract without prejudice to any damages to which it may be entitled.
- Termination for force majeure: If an event of force majeure, as defined in the previous chapter, continues beyond a period of thirty (30) days, each party will have the possibility of terminating the contract without any compensation is due.
- Termination at the Customer's initiative: The Customer may terminate the contract at any time, upon thirty (30) days' notice and payment of all amounts due up to the date of termination.

Consequences of termination

- Payments due: In the event of termination of the contract, all amounts owed by the Client for services already provided by the Service Provider become immediately due and payable.
- Return of information: Upon termination of the contract, each party undertakes to return to the other all information, documents or tools entrusted to it as part of the execution of the contract, unless otherwise agreed. .
- Survival of Clauses: The clauses relating to confidentiality, intellectual property and liability will survive termination of the contract and continue to apply in accordance with their terms.
- Absence of liability: Unless there is a serious breach of its obligations, neither party can be held responsible for damages resulting from the termination of the contract.

13. Disputes

Applicable law

The present contract is regulated by French law. All questions relating to the validity, interpretation, performance or termination of the Agreement shall be construed in accordance with this law, without regard to conflict of law provisions.

Jurisdiction

In the event of any dispute arising out of or in connection with this Agreement, including any question concerning its existence, validity or termination, the parties will first endeavor to resolve the dispute amicably.

If the parties fail to resolve the dispute amicably within thirty (30) days from notification of the dispute by one of the parties, the said dispute will be subject to the exclusive jurisdiction of the courts of Paris, unless otherwise required by law.

14. Miscellaneous

Modification of the T&Cs

The Service Provider reserves the right to modify these General Terms and Conditions (GTC) at any time. Any modification will come into force as soon as it is published on the Service Provider's website or as soon as it is communicated to the Client. If the Customer continues to use the services after the publication or communication of the modifications, this will mean that he accepts these modifications. If the Customer does not accept the modifications made to the General Terms and Conditions, he must stop using the services and inform the Service Provider.

Partial nullity

If any provision of these T&Cs is held to be void, invalid or unenforceable for any reason, that provision will be deemed severable and will not affect the validity and applicability of any remaining provisions. The parties will endeavor to replace any invalid or unenforceable provision with a valid and enforceable provision which achieves, as far as possible, the objective and economic effect contemplated by the initial provision.

Non-waiver

The fact for one of the parties not to require the strict execution of an obligation provided for in these General Terms and Conditions or not to exercise a right conferred on it hereby will not be interpreted as a waiver of this right or to this obligation. Any such waiver will be effective only if made in writing and signed by the waiving party.