GENERAL TERMS OF SERVICES

The purpose of these general conditions is to define the terms and conditions of the performance of the Services as defined below, by the company *ELAIAPHARM,* simplified joint-stock company with capital of 15.000.000 Euros, registered with the Trade and Companies Register of Grasse under the number 411200165, whose registered office is located at 2881 route des Cretes 06560 VALBONNE**,** represented by its President, Mr.Lars BANG, duly authorized **(hereinafter "ELAIAPHARM") .**

ARTICLE 1 - DEFINITIONS

When the following terms start with a capital letter herein, in both the singular and the plural, they will always have the following meaning:

1.1. **Agreement:** refers to this document, to which are added the Quote(s), the Brief, the Specifications and any other possible appendix.

1.2. **Client** : refers to the client of ELAIAPHARM as defined in the Quote;

1.3. **Finished Product**: refers the Trial Product having undergone the Development Phase and validated by the Client at the end of that phase. The Finished Product is manufactured in the Production Phase accordingly to the Quote and process described in Article 3 hereof.

1.4. **Intellectual Property:** means Confidential Information, Know-how, patents, patent applications, copyright, design rights, rights relating to computer software, and any other industrial or intellectual property rights, registrable, registered or otherwise.

1.5. **Item** : Means raw materials necessary to the production of the Finished product that are not provided by the Client but directly purchased by ELAIAPHARM.

1.6. **Product Development Services**: refers to the Product Development activities (i.e. pharmaceutical development, technical transfer, analytical development and validation, stabilities) performed by ELAIAPHARM based on the Raw Material.

1.7. **Production Services**: refers to the manufacture, production, packaging (i.e. primary and secondary packaging, clinical packaging and any other relevant service) and supply services performed by ELAIAPHARM in compliance with the Specifications, as the case may be, after completing the Product Development phase.

1.8. **Quote**: means the document signed by the Parties, providing the Services ordered by the Client to ELAIAPHARM. It includes in particular a detailed description of the Services to be performed, an estimate of their duration, their price, their performance conditions, as well as any other technical and / or operational information provided by the Client allowing ELAIAPHARM to perform the Services in accordance with the Agreement. The Quote is an integral part of the Agreement.

1.9. **Trial Product**: refers to the processed Material, developped by ELAIAPHARM through the Development Phase under Specifications, Brief before validation of the Production Services launch.

1.10. **Materials:** refers to the materials, components, and packaging provided by the Client to develop, manufacture and package Product in accordance with the Specifications.

1.11. **Services**: refers to both Product Development and Production Services.

ARTICLE 2 - PURPOSE

The purpose of the Agreement is to define terms and conditions under which the Client entrusts ELAIAPHARM with the Services as specified in the Quotes, Brief and Specifications.

The Agreement governs the relations between ELAIAPHARM and the Client in compliance with the Specifications.

ARTICLE 3 - ORDER AND SERVICES PHASES

ELAIAPHARM provide two types of Services:

- Product Development Service and/or
- Production Service

3.1 - The Product Development Service

The Product Development Service is subject to the following process:

1. **Brief:** the Client gives ELAIAPHARM the brief specifiing the product to be developed during the product development phase. It therefore gathers product description (technical, design, regulatory, positioning) and project requirements (timeline, volumes forecast and price constraints) (hereinafter the "***Brief***").
2. **ELAIAPHARM's evaluation and quote :** ELAIAPHARM assesses and agrees on the Brief or proposes an adapted Brief, following dully justified constraints. ELAIAPHARM will issue a Quote for the Product Development phase based on the Brief.
3. **Acceptation of the quote :** the Client has a five (5) working days period to accept the Quote. The acceptance can be electronic by simple mail return. The product development phase is then deemed firm and final, it can only give rise to amendment or cancellation on the mutual and written agreement of the Parties.
4. **Specifications:** based on the Brief given by the Client and possibly adapted by ELAIAPHARM, the latter will draft the specifications needed for the Product. It gathers all technical, regulatory and manufacturing details allowing the production of the required products with the required quality, in the event of regulatory changes the Client undertakes to make the appropriate changes in the Specifications . (hereinafter the "***Specifications***").
5. **Product Development** : based on the Quote and Specifications, ELAIAPHARM will produce a Trial Product.
6. **Trial Product validation**: the Client validates the Trial Product to finalize the product development phase and go to the Production Phase. If not, the Trial Product should be re-worked. If the Client expectations cannot be reached, the project may be stopped under dully justified constraints. This is the end of the product development phase.

3.2. The Production Service

The **Production Service** is subject to the following process:

1. **Forecast** : the Client must provide ELAIAPHARM with a 18 months rolling forecast of Client's expected monthly order volume of Finished Products (the "***Forecast***").
2. **Quote** : based on the Forecast and, as the case may be, any quality agreement and/or Trial Product, ELAIAPHARM will edit an annual Quote for the production of the Finished Products. The period of validity of the Quote is indicated in the Quote. Failing this, the Client has five (5) working days to accept the Quote. The acceptance can be electronic by simple mail return.

3. **Order :** each month, depending on the Forecast, the Client will edit a purchase order based on the Quote. The order must precise the order number, the designation and quantity of the Finished Product, the quantity of Material provided, and an estimated delivery date.
4. **Confirmation Order** : ELAIAPHARM will confirm the order by issuing a any written means. The order is deemed firm and final, it can only give rise to amendment or cancellation by mutual agreement of the Parties.
5. **Production:** ELAIAPHARM produces the defined Finished Product under the required Specifications, quality agreement and under the required timeline and quality.
6. **Sampling test, packaging and delivery :** accordingly to articles 7, 8 and 9 hereinunder ELAIAPHARM will proceed to conduct sample tests during the production, package the product in order to respect their specifications and deliver it to the Client.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 - General provisions

ELAIAPHARM undertakes to provide the Services in accordance with Quotes and Specifications.

When necessary, the Client must collaborate with ELAIAPHARM to carry out the Product Development activities, in particular in the drafting of the Brief and Specifications. If needed, the Parties shall divide the Product Development in phases specifiing the schedule and involvement of each Party.

Each Party shall remain responsible for the allocation of the technical and/or human resources it deems necessary to carry out the Services.

The Parties agree to get in touch periodically in accordance with a schedule agreed between the Parties, for the purpose of drawing up a progress report on the Services covered by this Agreement.

4.2 - Place of performance

Unless other agreement between the Parties provided for in the Quote, the Services will be carried out within ELAIAPHARM's premises.

ARTICLE 5 - INTELLECTUAL PROPERTY

All intellectual property rights specific to each Party (including patents, logos, trademarks, corporate name, trade name, Material etc.) are and will remain the exclusive property of each Party. The Agreement does not confer on the Parties any right or interest in the rights of the other. As such, they may not be used in any form of communication to third parties. For clarity, the Material belongs to the Client. For clarity, ELAIAPHARM owns the proprietary know-how relating to the development and manufacturing of Products.

The Client hereby grants to ELAIAPHARM a fully paid, royalty-free, nonexclusive, license under any and all Client's Material and intellectual property solely for the purposes of performing ELAIAPHARM's obligations under this Agreement, together with a right to grant sub-licenses to suppliers and subcontractors in respect of such rights strictly to the extent necessary for such purpose. If such rights include copyright, the Client hereby grants to ELAIAPHARM the right to reproduce, represent, translate, modify and amend the works in question on any support or medium world-wide.

In consideration for the payment by the Client of the amounts referred to in Quotes, the Client shall acquire exclusive right on the Trial and Finished Products. Any development, technology, work, Product and other material developed, created, obtained or generated thanks to the performance of the Services by ELAIAPHARM will be the exclusive property of the Client.

If the Client cannot be considered as author or owner of those rights for any reason, then ELAIAPHARM automatically assigns to the Client, exclusively and definitively, with all the guarantees of fact and of law, all the Intellectual Property Rights it may hold thereon, with effect from the date of their creation, without any further act being required.

ARTICLE 6 - SUPPLY AND STORAGE OF MATERIALS

6.1 - Supply of Materials

The Client undertakes to supply the Materials as stated in the Brief and Specifications, the quality of which complies with the requirements set out in the Specifications. Furthermore, the Client undertakes to choose packaging and shipment conditions that are compliant to Materials so neither alters its quality.

The Client undertakes to organize the shipment and delivery of Materiels, to the delivery place corresponding to the place of performance as set out in the Quote by ELAIAPHARM.

The Client bears the burden of shipment risks in the event of loss, damages or destruction of Materials until it is received by ELAIAPHARM at the agreed delivery location.

Any delay in the supplying of the Materials will impact the Schedule, in this event ELAIAPHARM cannot be deemed liable for the delay.

6.2 - Receipt and storage of Materials by ELAIAPHARM

6.2.1 Apparent defect of the package

As ELAIAPHARM receives Materials, it is its responsibility, in the event of damage to the package, to make all necessary reservations on the waybill, to it and deliver it directly to the carrier or send it by recommended letter with request for notice of receipt to the Client within three (3) working days following receipt of the Materials.

6.2.2 Non-compliance of Materials

ELAIAPHARM shall test the quality of the Materials in the delivered batch within a fifteen (15) working days period, as stated in the Specifications.

Any Materials that would have a quality defect will be considered as not-compliant. In this event, ELAIAPHARM shall, according to the decision taken with the Client :

- Return the Materials to the Client, at the cost and risk of the Client, unless it appears that the defect is not confirmed;
- Destroy the Materials, with the confirmation of the Client, to the cost of the Client.

6.2.3. Materials Storage

If no complain has been raised within the period provided in article 6.2.2., the Materials is considered as compliant, ELAIAPHARM is, therefore, responsible of its storage meanwhile the proceeding. ELAIAPHARM undertakes to choose a mode of storage that is appropriate, so it would not alter the quality of the Materials, as specified in Specifications enclosed.

ARTICLE 7 - MANUFACTURING OF THE FINISHED PRODUCT

7.1 - Manufacturing process

ELAIAPHARM undertakes to comply with the manufacturing process as setout in Specifications. The manufacturing process is described in the Specifications, any amendment must be immediately notified to the Client whom shall validate it.

7.2 - Order of Items

When necessary, ELAIAPHARM may order Items for the prodution of the Finished Product. The item are ordered accordingly to the Quote. If ELAIAPHARM is required to purchase Items in certain minimum quantities and such Items are not used by ELAIAPHARM either before their expiry or within six (6) months from delivery of the Items to ELAIAPHARM, ELAIAPHARM shall be entitled to charge the Client for the purchase price paid for the Items, warehousing costs and destruction fees. Any such Item minimum quantities will be set out in the Quote. Also, all Items, which cannot be used due to regulatory changes preventing ELAIAPHARM from using them, will be charged to the value of the remaining quantities, including storage and destruction costs.

7.3 - Sampling and final tests

Anytime during the manufacturing on the Client's request and at the end of the manufacturing, a quality test may be run.

ARTICLE 8 - QUALITY AND BATCH DOCUMENTATION

ELAIAPHARM undertakes to proceed with the primary pack of the Finished Products. ELAIAPHARM guarantees to the Client that the packaging used keeps the stability of the Finished Product and comply with the security obligations provided in the Specifications. As a consequence, ELAIAPHARM shall inform the Client of every relevant characteristics of the packaging, as (i) its composition, included technical substances as additives; (ii) the impurity that are technically unavoidable, (iii) casual migration from the packaging to the Finished Product.

ELAIAPHARM undertakes to package the Finished Products in batches, each batch must be numbered and documented in a batch documentation. This document must provide the recap of the tests ran by ELAIAPHARM, the quantity of Materials used, the quantity of Finished Products obtained and contained in the batch. The list of information that must be provided in the batch documentation is specified in the Specification.

Every batch must be packed and stored so it does not alter the quality of the Finished Product, the measures of packaging specific to the Finished Product are detailed in the Specifications.

ARTICLE 9 - FINISHED PRODUCT'S DELIVERY

9.1 - Shipment Delivery

ELAIAPHARM undertakes to manage the shipment of the Finished Products, by batches. Therefore, ELAIAPHARM must choose a shipment condition that does not alter the quality of the Finished Product.

The Parties agree that the EXWORKS agreement applies to the delivery of the Finished Products.

ELAIAPHARM will make the Finished Products available in suitable packaging at its premises indicated on the order confirmation. Upon receipt of a notice of availability confirming that the Finished Products are available for collection, the Client designates a carrier to collect them.

Under 3 tons, The Client will be responsible for the loading of the Finished Products, export procedures, import, transportation and all costs arising from the removal of the Finished Products.
Above 3 tons, Elaiapharm will be responsible the loading of the Finished Products. Otherwise, the Client will remain responsible for the export procedures, import, tranportation and all costs arising from the removal of the Finished Produts.

If applicable and unless otherwise provided, ELAIAPHARM will be responsible for obtaining the necessary import licenses or other required documents, for complying with applicable laws and regulations regarding the importation of Finished Products into the territory of the Client's choosing, for paying all customs duties, taxes and fees applicable to the importation of the Finished Products into the said territory. The Client shall provide any document necessary for the transportation, in particuliar so that ELAIAPHARM can proove its compliance to the regulation in case of audit.
In the event that the products are not collected within 05 (five) Business Days following the sending of the notice of availability, ELAIAPHARM may invoice the Client for the additional storage costs.

9.2 - Receipt

On receipt of the Finished Products by the Client the Client will have fifteen (15) working days to carry out a quality control of the Finished Products contained in the batch received, in accordance with the Specifications.

Every batch that would have a quality defect shall be considered as not compliant.

If a quality control carried out before or after delivery by the Client reveals a defect, they can then, at its sole discretion:

- Return the Finished Products to ELAIAPHARM, at the expense and risk of the latter;
- Destroy the Finished Products, with the agreement of ELAIAPHARM, at the latter's expense.

ARTICLE 10 - COMMITMENTS AND GUARANTEES OF ELAIAPHARM

10.1 – Regulation compliancy

ELAIAPHARM is deemed to comply with the relevant and applicable Regulations and with the Specifications.

10.2 – Obligation to advise and inform

ELAIAPHARM is subject to an obligation to advise and warn within the framework of the performance of the Services, and to propose to the Client any useful addition or modification under the Services.

ELAIAPHARM undertakes to keep information relating to their progress available to the Client throughout the performance of the Services. As such, ELAIAPHARM will inform the Client at the end of each of the development and production steps of the Finished Product or Trial Product, by providing it with an update on the progress of the performance of the Services.

10.3 – Audit

The Client or an independent third party acting on behalf of the Client shall have the right, for one day every two years upon providing a six (6) month prior notice to ELAIAPHARM and free of charge, to inspect, audit

ELAIAPHARM'S premises. Each additional day will be charged to the Client under conditions detailed in a specific Quote issued by Elaiapharm.

10.4 - Commitments regarding Services

ELAIAPHARM undertakes to provide all the care and diligence necessary for the performance of Services while respecting the rules of the art, as well as the prescriptions appearing, if applicable, in the Specifications, and following scrupulously the instructions which will be given to it for this purpose by the Client, so as to successfully complete the said Services.

As such, ELAIAPHARM undertakes to provide his expertise, his know-how and all the necessary care so that the relationship between the Parties is as fluid and easy as possible, so that the Finished Products correspond to the expected quality, that they are well routed and, more generally to ensure the proper execution of these.

Unless otherwise provided, the organization of the performance of the Services, the allocation of resources for the performance of these tasks, the choice of working methods are freely defined by ELAIAPHARM. ELAIAPHARM is, as such, solely responsible for the means and methods he implements within the framework of this Agreement. As such, ELAIAPHARM will be held responsible for any failure to perform his commitment that would be directly attributable to ELAIAPHARM, resulting in compromising the quality of the Finished Products.

ELAIAPHARM undertakes to inform the Client of any difficulties or incidents that may arise during the performance of the Services from the day of their occurrence.

ARTICLE 11 - CLIENT'S COMMITMENTS

In addition to what is stipulated elsewhere, the Client undertakes to:

- collaborate actively and in good faith with ELAIAPHARM. As such, the Client undertakes to spontaneously communicate any events, information or documents that would be useful for the proper performance of its obligations by ELAIAPHARM and, more generally, for the proper performance of the Agreement.
- Supply the Materials in order not to cause any delay in the performance of the Services.
- Comply with the regulations regarding the Materials, Brief and Specifications.
- comply with applicable national and international laws relating to human rights, labor rights, environmental protection and the prevention of corruption.
- not to engage directly or indirectly in facilitation payments by applying the ethical code of good conduct or equivalent of its group of companies.
- pay the price of the Services and Finished Products performed and manufactured by ELAIAPHARM at the agreed deadlines.

ARTICLE 12 - FINANCIAL CONDITIONS

12.1 - Price of the Services

The Services and Products are supplied at the price mentioned in the Quote.

The Client will pay the sums due to ELAIAPHARM for the Services performed, on presentation of an invoice detailing each Service performed in accordance with the Quote.

12.2 - Terms and conditions of payment

The Client shall pay all invoices issued by ELAIAPHARM within thirty (30) days after such invoice is issued. Failing to do so, a penalty of three times the French legal rate shall be automatically applied on the outstanding debt, starting from the date the payment is due. Also, an automatic lump sum indemnity of 40€ will be applied.

ARTICLE 13 - DURATION

The Agreement is concluded for a period of two (2) years from its signature by the Parties. It will be tacitly renewed for successive periods of one (1) year, unless terminated by one of the Parties at least six (6) months before the end of the term.

ARTICLE 14 - TERMINATION

14.1 – Termination of a Quote

In the event of a Party's failure to comply with any of its obligations under a Quote, the other Party may terminate the Quote, as of right and without judicial formality, after formal notice from the defaulting Party, by registered letter with acknowledgment of receipt, remained partially or totally unsuccessful for a period of thirty (30) working days. The termination will take effect immediately and will take place without prejudice to any damages to which the injured Party may claim.

The termination of a Quote, for any reason whatsoever, does not result in the termination of the Agreement and other Quotes which will continue to apply normally.

14.2 – Termination of the Agreement

14.2.1. Termination for breach

In the event that one of the Parties breaches one of the obligations under the Agreement, the other Party may send it a formal notice, by registered letter with acknowledgment of receipt, to have to remedy this failure within thirty (30) days from the date of receipt, or failing that from the date of first presentation of this letter. In the event that, after this period, this formal notice remains totally or partially unsuccessful, the Agreement will be terminated automatically with immediate effect, without any other formality and without prejudice to any other rights or actions to which the injured Party may claim.

14.2.2. Termination for insolvency

The Agreement may be terminated by either Party, without notice, in the event of liquidation or bankruptcy of the other Party under the legal and regulatory conditions in force, and subject to the applicable public policy provisions.

14.2.3. Effect of Termination

Upon termination of the Agreement, for any reason, ELAIAPHARM will cease to initiate the Services provided for in the Agreement. ELAIAPHARM will finalize the Services undertaken under a Quote prior to the date of termination of the Agreement. ELAIAPHARM will provide all the necessary diligence in this regard, in accordance with the terms of the Quote and the Agreement.

All of the provisions of the Agreement which can reasonably be interpreted as surviving the expiration or termination of the Agreement will survive this event. Without limitation of the foregoing, the provisions of the Agreement which will survive the expiration or termination of the Agreement include in particular those of the articles "Confidentiality", "Intellectual Property", "Consequences of the termination of the Agreement" and "Applicable law and jurisdiction ".

ARTICLE 15 - LIABILITY

ELAIAPHARM's liability to the Client may only be sought in the event of a proven contractual breach committed in or during the performance of the Services for which it is responsible under the Agreement. ELAIAPHARM cannot be held liable for consequential damages, financial losses or operating losses suffered by the Client as a result. Consequently, the Client waives recourse against ELAIAPHARM and against its insurers beyond these limits, both in kind and in amounts, and undertakes to waive recourse against its own insurers beyond the same limits.

If, however, ELAIAPHARM's liability were retained before the courts, the Parties agree that ELAIAPHARM's liability shall be limited to 100.000 Euros.

ARTICLE 16 - CONFIDENTIALITY

16.1 - Confidentiality and non-disclosure obligations

Given the confidential nature of the Confidential Information, in whole or in part, and in order to ensure its protection against any inopportune use or unauthorized disclosure to third parties, the Receiving Party shall, and shall cause its Representatives to:

(i) Use any Confidential Information with at least the same degree of care that would be used for its own confidential information;

(ii) Not disclose nor communicate any Confidential Information to third parties without prior written consent of the Disclosing Party, and in case of any authorized disclosure, inform beneficiaries of disclosure about the strict confidential nature of said information;

(iii) Make the Confidential Information available only to those Representatives having a need to know such Confidential Information and who shall comply with the provisions of this Agreement;

(iv) Use all or part of the Confidential Information of the Disclosing Party for the sole purposes of the execution of the Project;

(v) Not copy nor reproduce the Confidential Information except for the internal use provided in this Agreement;

(vi) Not use Confidential Information for its own benefit or for the benefit of any other natural or legal person other than the Disclosing Party;

(vii) Not publish any article nor answer any reporter's question relating to the other Party's activities of functioning, without prior authorization of the Disclosing Party;

(viii) Return to the Disclosing Party the documents or the reproductions containing Confidential Information, and destroy all copies, abstracts, summaries thereof or reference thereto in the documents in its possession, upon request by the Disclosing Party and no later than the termination or expiry of the Agreement for any reason whatsoever.

In the event the Receiving Party is required to disclose Confidential Information pursuant to a legal, judicial, or administrative proceeding or otherwise as required by law, the Receiving Party shall give reasonable prior written notice (if not prohibited by applicable law) to the Disclosing Party and shall provide reasonable assistance to the Disclosing Party in the Disclosing Party's attempt to obtain protective or other appropriate confidentiality orders; however, any such required disclosure of Confidential Information shall not relieve the Receiving Party of its confidentiality obligations hereunder with respect to any Confidential Information not so disclosed, or with respect such Confidential Information under any other circumstance.

This commitment is absolute and applies to all third parties regardless to their nationality, country of residence, quality of parents, relatives or simply third parties; themselves subject to professional secrecy or not. Only signatories of the Agreement, strictly understood, are not considered as third parties.

16.2 - Duration

The confidentiality and non-disclosure obligations take effect upon the signature of this Agreement by the Parties for the duration of 5 years after its termination for any reason whatsoever, exclusive of know-how and trade secrets which shall remain confidential for as long as they are maintained in secret by the Disclosing Party. Any prior non-disclosure agreement is construed as being replaced by this Agreement.

Notwithstanding the foregoing, the Parties expressly agree that any Confidential Information disclosed prior to the signing of this Agreement shall be protected by the terms of this Agreement.

16.3 - Liability

The Receiving Party acknowledges that the Disclosing Party may suffer significant prejudice in the event of a breach of this Agreement. In case of breach of the confidentiality obligation and, more generally, of any of the commitments contained in this Agreement by the Receiving Party, the Disclosing Party reserves the right to terminate this Agreement immediately, ipso jure. The Receiving Party shall be liable to indemnify the Disclosing Party for any damage resulting from the breach of the Agreement. As such, the Disclosing Party is entitled, without prejudice to any other available means, to file any application and/or to request any available order or judicial decision against the Receiving Party.

This section will survive termination or expiration of the Agreement for any reason.

ARTICLE 17 - FORCE MAJEURE

If any Party is delayed or prevented from the performance of any act required under this Agreement by reason of any *force majeure*, act of nature, including any epidemic or outbreak of pandemic disease, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy or other supplies, labour disputes of whatever nature or whatever reason beyond the control of the Party (a "Force Majeure Event"), the affected Party shall promptly (and in any event not later than ten (10) business days) notify the other Party in writing, giving details of the Force Majeure Event, the acts affected by the Force Majeure Event and the extent to which they are affected, and performance of such acts shall be excused for the period of such event provided that if such interference lasts for any period in excess of ninety (90) business days either Party may, by written notice to the other, at its discretion, reject the Products or refuse to supply the Products or performe the Services affected by that Force Majeure Event by giving a hundred (100) business days' notice to the delaying Party or terminate this Agreement by giving a hundred (100) business days' notice to the delaying Party.

ARTICLE 18 - INDEPENDENT CONTRACTORS

18.1 - Preliminary statement

Each of the Parties is a legally and financially independent legal person, acting in its own name and under its sole responsibility. This Agreement does not constitute an association, a partnership contract, an employment contract, or a mandate given by one of the Parties to the other.

Consequently, ELAIAPHARM acts as an independent product or service provider. He therefore undertakes to declare, under its sole responsibility, the income derived from this Agreement, to pay the declarations and social and tax contributions attached thereto and, in the event that he would be required to employ employees, to comply with the statements below.

ELAIAPHARM will retain exclusive control over its employees without the Client being able in any way to influence the working relations and conditions, nor on the salary policy, the hiring policy or the disciplinary power of ELAIAPHARM.

ELAIAPHARM will freely determine its organization and working hours. ELAIAPHARM retains the free choice of its customers, as well as the free use of its resources.

18.2 - Concealed work

ELAIAPHARM is prohibited from resorting to concealed work, in accordance with local laws and regulations.

ELAIAPHARM certifies that it is up to date with its reporting and payment obligations to collection agencies.

ELAIAPHARM undertakes to provide the Client, upon signature of the Agreement and every six (6) months until the end of its execution:

- a certificate of provision of social declarations and contributions less than six (6) months old;
- an extract from its registration in the Trade and Companies Register or in the Trades Directory, dated less than three (3) months.

In the event of discovery by the Client, of non-compliance with social legislation by ELAIAPHARM, the latter undertakes to regularize the situation within ten (10) days following the Client's notification, by registered letter with request for notice of receipt, directing him to do so. Failing this, the Client will be free, as of right and without notice, to terminate the Agreement, to the exclusive prejudice of ELAIAPHARM without prejudice to all other rights, actions and remedies available to it with a view to repairing the damage that it might have suffered as a result.

18.3 - Hierarchical and disciplinary power

ELAIAPHARM's staff remain, in all circumstances, under the hierarchical and disciplinary authority of the latter.

Indeed, ELAIAPHARM ensures, in its capacity as employer, the administrative, accounting and social management of its employees intervening under these conditions.

ELAIAPHARM undertakes to provide, at the Client's simple request, any document justifying compliance with these obligations.

Consequently, ELAIAPHARM declares to be in order with the social legislation, in particular with regard to the regularity of the situation of its staff and the payment of social contributions.

ELAIAPHARM must, by any means, continue to ensure the performance of the Services, Production and Supply, without being able to invoke reasons specific to its employees. It is up to it, if necessary, to replace any intervening party.

ARTICLE 19 - INSURANCE

Each Party undertakes to take out with an insurance company known to be solvent and to maintain, throughout the duration of the Agreement, civil liability insurance intended to cover the risks relating to the performance of the Agreement and to cover damage likely to occur.

At the request of the other Party, each Party must be able to justify the purchase of this insurance.

ARTICLE 20 - MISCELLANEOUS

20.1 - Agreement documentation

The Agreement includes this document, the Specifications, Appendices and the Quotes. In the event of any contradiction between the provisions of this document and those of its appendices or Quotes, the provisions of Appendices and Quotes shall prevail.

20.2 - Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous proposals or agreements, oral or written, and all negotiations, conversations or discussions heretofore had between the Parties related to the subject matter of this Agreement.

20.3 - Agreement amendements

This Agreement may not be amended or modified in any manner, except by an instrument in writing signed on behalf of each of the Parties to this Agreement by their duly authorized representatives.

20.4 - Assignment of the Agreement

The Agreement is concluded intuitu personae. The resulting rights and obligations may not be assigned by either Party for any reason whatsoever without the prior written consent of the other Party.

20.5 - Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible and the remaining provisions will nonetheless be enforceable according to their terms.

Parties undertake to negotiate in good faith any amendment or replacement of the invalid provision. To this end, Parties shall gather to amend the invalid provision with a new one that stands by the sense of it and of the Agreement.

20.6 - Tolerance

It is formally agreed that any tolerance or renunciation by one of the Parties regarding the application of all or part of the undertakings set out in the present general conditions regardless of their frequency and duration cannot imply a modification of the present general conditions or generate any right whatsoever.

ARTICLE 21 - APPLICABLE LAW - JURISDICTION

This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the substantive laws of France, conflicts of law excluded.

In order to find a mutual solution to disputes arising in the performance of this Agreement, the Parties agree to meet within fifteen (15) days, as from receipt of a registered letter with acknowledgement of receipt, notified by either Party or a digitally signed email.

If after a further period of fifteen (15) days, the Parties were unable to agree on a compromise or solution, the dispute will be referred to the jurisdiction of the courts of Grasse.