

GENERAL TERMS AND CONDITIONS FOR THE SERVICES OF THE COMPANY RECYCLEME BY VALORIE

1. General principles / scope

1.1 All legal transactions between the Customer and RecycleMe by Valorie (hereinafter referred to as the "Contractor") shall be governed exclusively by the following General Terms and Conditions of Business, which the Customer acknowledges by concluding a contract with the Contractor. The version valid at the time of the conclusion of the contract shall be authoritative in each case.

1.2 These General Terms and Conditions of Business shall also apply to all supplementary agreements to which no express reference is made in future contractual relationships between the Customer and the Contractor (hereinafter collectively referred to as the "Parties"), thus also in the event that the Contractor is not expressly bound by these General Terms and Conditions of Business.

1.3 General terms and conditions of the client Customer shall not apply. Conflicting or deviating general terms and conditions, terms and conditions of purchase or other terms and conditions of the Customer shall only become part of the contract if the Contractor and the Customer expressly agree on this in writing. Contradictory terms and conditions, e.g. contained in a counter confirmation, shall not apply even if the Contractor does not object to them.

1.4 Insofar as individual contractual provisions exist between the parties (including supplementary agreements, ancillary agreements, amendments or supplements) which deviate from or contradict the provisions of these General Terms and Conditions, the individual contractual provisions shall take precedence.

1.5 These General Terms and Conditions shall apply to those client Customers who are co-contractors in the sense of Article 1145 (French Civil Code),

i.e. to natural or legal persons or partnerships with legal capacity.

1.6 The Contractor shall only be entitled to amend these General Terms and Conditions if the following conditions are cumulatively met:

- a) after conclusion of the contract, changes or developments occur which lead to a disturbance of the principle of equivalence existing at the time of conclusion of the contract to a not insignificant extent;
- b) these changes or developments were neither initiated by the Contractor nor did the Contractor have any influence on them; and

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c) the Contractor is not disadvantaged by the resulting changes to these General Terms and Conditions contrary to good faith.

The aforementioned right of amendment does not include essential provisions of the contractual relationship (such as the agreements regarding the mutual services or the term of the contract).

1.7 Amendments to the General Terms and Conditions shall be notified to the Customer in writing and shall be deemed approved if the Customer does not object to the amended General Terms and Conditions in writing within four (4) weeks after receipt or notification. The Contractor shall separately point out this right of objection when announcing the changes. In the event of timely objection by the Customer, the originally included General Terms and Conditions shall continue to apply unchanged.

2. Subject matter of the contract, scope of services and performance, subcontractors

2.1 The contracting parties agree on cooperation in accordance with the specific, individual contractual agreement.

2.2 The Contractor shall perform the services incumbent upon him on his own responsibility and shall be free to choose the working time and place as well as the

selection and assignment of his personnel. An employment relationship between the Customer and the Contractor is not established and shall not be established.

2.3. The Contractor shall be entitled to have the tasks and performance obligations incumbent upon it performed in whole or in part by third parties ("subcontractors"). Payment of the subcontractor shall be made exclusively by the Contractor. No direct contractual relationship whatsoever shall arise between the subcontractor and the Customer. References in these General Terms and Conditions to the Contractor shall insofar refer to the Subcontractor.

2.4 In the event that the Customer fails to pay the remuneration in full in accordance with Section 7.1, the Contractor shall be entitled to provide the contractually agreed service owed to the Customer only to the extent that payment has been made by the Customer.

2.5 The Contractor shall also be free to act for other Customers and to provide services or other performances.

2.6 Insofar as the Contractor offers seminars, webinars, videoconferences or other events on contractual or similar topics or subject areas, these all pursue the sole purpose of providing information or a general overview of certain issues and topics. All contents presented and considerations made in the aforementioned events, in par-

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Particular legal aspects, are made without guarantee for the correctness, topicality and completeness of the contents. They do not constitute legal advice or legal services, especially in the case of topics with legal relevance, nor can they and do they intend to replace such advice or services for reasons of professional ethics. Legal advice must be given individually by a lawyer, taking into account the circumstances of each case.

3. Offer / Conclusion of the Contract

3.1 Unless expressly designated as binding, the Contractor's offers shall remain subject to change and non-binding.

3.2 The subject matter of the contract or the exact description of the services shall be described in the individual contractual agreement.

3.3 The scope of the services to be performed by the Contractor shall be specified in writing when the order is placed within the scope of the individual contractual agreement. Any change or addition to the scope of services shall be made in writing to be legally binding.

3.4 Insofar as the commissioning of the Contractor's services by the Customer is to be qualified as an offer pursuant to Article 1113 (French Civil Code) the Contractor may accept this within two weeks.

4. Term of contract, post-contractual obligations in the event of termination of the contract

4.1 The contract shall begin and end on the individually agreed date.

4.2 The contractual obligations shall be fulfilled until the end of the contract term; this shall also apply in the event of termination for cause; post-contractual obligations shall be fulfilled for the calendar year in which the contract ends, even beyond the aforementioned date.

5. Cooperation obligations of the Customer

5.1 The Customer shall ensure that the Contractor is provided in good time with all documents necessary for the performance of its activities, that it is provided with all information and that it is informed of all processes and circumstances which are of importance for the performance of the service order. This shall also apply to documents, processes and circumstances which only become known during the Contractor's activity.

6. Remuneration and Terms of Payment, Rights of Set-Off and Retention

6.1 Remuneration and prices for the services of the Contractor shall result from

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the individual agreement between the parties and shall be understood in each case in euros, plus the applicable statutory value added tax.

6.2 The Contractor's invoices shall be payable in full, i.e. without deduction, 30 (thirty) days after receipt, stating the invoice number, unless another payment term has been agreed.

6.3 The statutory rules on default of payment defined in the French Civil Code and the French Commercial Code shall apply.

6.4 The Contractor is entitled to send invoices to the Employer also in electronic form. The Employer expressly agrees to the Contractor sending invoices in electronic form.

7. Preparation of Reports and Disclaimer

7.1 To the extent that Contractor's performance consists of the preparation of a study or report ("Report"), such Report is prepared with due care and to the best of Contractor's knowledge of the laws and regulations in effect at the time of publication. To the fullest extent permitted by law, Contractor makes no warranty (express or implied) and assumes no liability or responsibility for the accuracy, completeness, reliability, or usefulness of the information set forth in the Report. Liability for demonstrably intentional or grossly negligent fault is

excluded from this. The statements expressed in the report correspond to the current state of knowledge of the contractor, based on current market developments. The information contained in the report is subject to change at any time and reflects only a snapshot. The report is not automatically updated. The report is prepared for a specific purpose and addressee.

7.2 The Contractor shall not be liable and responsible for any loss, damage of any kind, including but not limited to direct, indirect, incidental, punitive and consequential damages, as well as loss of profits, revenue in any manner whatsoever, arising out of or in connection with the use of the Report in any manner whatsoever. Customer alone shall be fully responsible and/or liable for any decision made based on this report. Clause 2.6 shall apply accordingly.

7.3 The report may not be reproduced without the prior consent of the Contractor.

7.4 Subject to the Contractor's express written consent, the report may only be passed on to third parties in its entirety and only if the respective third party has previously agreed in writing to the applicability of our limitation of liability and this passing-on provision as well as to the confidential treatment of the report and non-disclosure.

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8. Intellectual Property

8.1 The property rights and copyrights to the works created by the Contractor and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Contractor. Unless otherwise agreed, they may be used by the Customer during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Customer shall not be entitled to reproduce and/or distribute the work(s) without the Contractor's express consent. Under no circumstances shall an unauthorized reproduction/dissemination of the Work give rise to any liability on the part of the Contractor - in particular for the correctness of the Work - vis-à-vis third parties.

8.2 Licenses and other rights - of any kind whatsoever - shall not be granted to the Customer as a result of the contractual relationship; in particular, rights to names, as well as rights to patents, utility models and/or trademarks, as well as other industrial property rights, shall not be granted as a result of the contractual relationship, nor shall a corresponding obligation to grant such rights to the Customer arise from this.

9. Right of set-off and right of retention

The Customer shall only be entitled to rights of set-off and retention if its counter-claims have been legally established, are undisputed or have been expressly acknowledged by the Contractor.

10. Publication / advertising

Without the prior written consent of the Contractor, the Customer shall not be permitted, either alone or in cooperation with third parties, to use information, articles, photographs, illustrations or any other material in connection with the contractual relationship in publications (printed works, homepage, etc.) or for advertising purposes ("Use"). This shall also apply with regard to the Use of industrial property rights such as trademarks or logos of the Contractor. Consent must be obtained in writing for each individual Use.

11. Assignment / Transferability

11.1 The Customer shall not be entitled to assign the rights and obligations arising from the contract or parts thereof to third parties in whole or in part without the prior written consent of the Contractor.

11.2 The Contractor shall be entitled to assign its rights and obligations under the

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contractual relationship to third parties, in particular to a company affiliated with it within the meaning of Chapter V of the Commercial Code relating to stock corporation.

12. Force majeure

12.1 Insofar as the Contractor is prevented from fulfilling its obligations as a result of force majeure (as defined in Section 12.2 below), it shall be released from these obligations. The Customer shall be released from its counter-performance obligations to the extent and for as long as the Contractor is prevented from fulfilling its obligations due to Force Majeure.

12.2 Force majeure is an external, unforeseeable event that cannot be averted or averted in time even by applying reasonably expected care and technically and economically reasonable means. This includes, in particular, natural disasters, terrorist attacks, power failures, pandemics, necessary repair work, machine damage, operational failures of equipment, faulty equipment or necessary installations, failure of telecommunication links, operational disruptions, strikes and lockouts, insofar as the lockout is lawful, or statutory provisions or measures of the government or of courts or authorities (irrespective of lawfulness).

12.3 The Contractor shall notify the Customer without undue delay and inform it of

the reasons for the Force Majeure and its expected duration. It shall endeavor to use all technically possible and economically reasonable means to ensure that the conditions for performance of this Agreement are restored.

12.4 If the Contractor uses services of third parties ("Subcontractors") for the performance of its contractual obligations, an event which would constitute Force Majeure or any other circumstance within the meaning of Clause 12.2 for the Subcontractor shall also be deemed Force Majeure for the benefit of the Contractor.

13. Liability

13.1 The Contractor shall be liable without limitation in accordance with the statutory provisions for damages of the Customer,

- a) which are caused intentionally or by gross negligence,
- b) which are based on fraudulent intent on the part of the Contractor,
- c) which are the consequence of the non-existence of a guaranteed quality,
- d) which are the result of a culpable breach of "essential contractual obligations" (as defined in Clause 13.2),

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- e) which are the result of culpable injury to health, body or life, or
- f) for which liability is provided for under the defective Product Liability Act.

13.2 "Material contractual obligations" shall be obligations which protect the legal positions of the Customer which are material to the contract and which the contract is intended to grant to the Customer in accordance with its content and purpose; material contractual obligations shall also be obligations the fulfillment of which makes the proper performance of the contract possible in the first place and compliance with which the Customer regularly relies on and may rely on.

13.3 In the event of a breach of material contractual obligations, the Contractor shall, however, only be liable in the event of slight negligence to the extent that damage is typically associated with the contract and is foreseeable.

13.4 In all other respects, liability - on whatever legal grounds - shall be excluded.

13.5 If and to the extent that the Contractor's liability is excluded under the above provisions, this shall also apply to the personal liability of the Contractor's employees, representatives and vicarious agents.

14. Confidentiality

14.1 The contracting parties undertake, unless statutory reporting obligations conflict with the duty of confidentiality, to treat as confidential all information and documents of the respective other party which are designated as confidential or which are to be treated as confidential due to the circumstances, including their trade and business secrets, and not to disclose them to third parties or use them for their own purposes without the prior written consent of the other party.

14.2 Information and documents which are generally known and accessible at the time of disclosure or were already known to the receiving party at the time of disclosure or were legitimately made accessible to it by third parties shall not be covered by the confidentiality.

14.3 The Contractor shall be released from the duty of confidentiality vis-à-vis employees, vicarious agents and substitutes of which it avails itself. However, he shall fully transfer the duty of confidentiality to them and shall be liable for their breach of the duty of confidentiality as for his own breach.

14.4 The Contractor may take copies for its own files of documents which have been made available to the Contractor for inspection and which are of importance for the execution of the order.

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15. Data protection

15.1 The Parties undertake to comply with the requirements of data protection law (in particular the GDPR and all other applicable data protection laws).

15.2 For the performance of the contract and fulfillment of the order, personal data shall be processed and used by the Contractor in accordance with Art. 6 (1b) and (f) EU-GDPR. The data shall be stored for the duration of the contract and after its termination - if necessary - for the duration of statutory retention periods.

15.3 Data shall only be passed on within the purpose of the agreed order, insofar as this is necessary for fulfillment, in particular for the purpose of initiating and executing the contract. The Contractor is entitled to pass on personal data to third parties who have been commissioned to perform contractual services. The customer may revoke his consent to the storage of personal data for the future at any time. The recipient of the revocation is RecycleMe by Valorie, 14 rue d'Edimbourg, 75008 Paris, France.

15.4 For the period of storage of personal data, the Customer ("Data Subject") shall be entitled to request information on the data from the Contractor at any time. The Data Subject shall also be entitled to request the correction, deletion and blocking of individual Personal Data, provided that this does not conflict with the Contractor's legitimate

interest in continuing the data processing against the background of the order and its statutory obligations.

15.5 The data subject is entitled to complain to the competent supervisory authority if he/she is of the opinion that the processing of his/her personal data is not lawful. The supervisory authority responsible here is the French Data Protection Authority : la Commission nationale de l'informatique et des libertés. Further rights of the data subject result from Art. 15 - 23 EU-DSGVO.

16. Written Form, Applicable Law, Place of Performance, Severability Clause

16.1 Any amendment or supplement to the present contract shall be made in writing to be legally binding; the provision of Clause 1.6 shall remain unaffected. The written form requirement shall also apply to any waiver of the written form requirement. The Parties agree that an electronic signature in form of AdobeSign or DocuSign is sufficient to maintain written form. There shall be no oral (collateral) agreements.

16.2 French substantive law shall apply to the interpretation and implementation of these General Terms and Conditions as well as to the entire legal relationship between the Contractor and the Customer, to the

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exclusion of the reference norms of French private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

16.3 The place of performance and exclusive place of jurisdiction shall be the Contractor's place of business. This shall not apply to dunning proceedings and other mandatory statutory places of jurisdiction which cannot be deviated from by agreement of the parties.

16.4 Should one or more provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of these Terms and Conditions and their remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.