

General conditions of sale / Alcimed

The following text lists the general conditions that have successfully governed ALCIMED's relationship with our customers in the past and in the scope of which we would be prepared to enter into a business relationship with your company.

- **Protection of confidential customer information**

- ALCIMED undertakes to protect the confidentiality of all non-public information communicated to us by our customers during the course of our business relationship and not to divulge said information to any parties other than our staff or to the consultant and specialist third parties working on the project. Information that is already or will become public knowledge, or that is already known to ALCIMED prior to its relationship with the customer, or communicated to us by any third party, or that we are required by law or by a legal or government organisation to divulge shall not be affected by this undertaking.
- Our staff and the external consultants and specialists contracted to work on the project are bound by confidentiality agreements preventing them from divulging any customer information.
- It is our standard practice to retain one confidential copy of all reports, presentations and work documents for our archives.

- **Guarantees for customers on the same business sector**

- Providing services for customers on the same business sector enables us to develop our knowledge of that sector and therefore enhances our ability to handle the strategic issues faced by our customers. Consequently and as a general rule, we do not enter into exclusive agreements with one customer from a given business sector.
- We do however take the necessary steps within our company to enable us to work with different customers from the same business sector without compromising our commitment to confidentiality. More specifically, we do not assign consultants or project managers who have worked with you on a particular project to work for a competitor on a similar project for at least twelve months following the completion of the initial project.
- ALCIMED is committed to ensuring that all our staff comply with our Charter of Ethics, a copy of which is available to you on request.

- **Ownership, integrity and distribution of results**

- ALCIMED grants its customers all proprietary rights to the presentations and reports delivered in the scope of our work, but retains all copyrights and proprietary know-how rights. The intellectual property rights retained by us shall include our knowledge of techniques, methodologies, models, processes and formats developed by our staff during the course of work carried out for our customers or for our own research. They shall also include data concerning the business sector or market in question.
- ALCIMED's deliverables are primarily designed for internal purposes of customer with a view to inform business decisions and are not designed specifically for the purpose of external dissemination. Customer may thus use these works for internal company or group use only.

However, if ALCIMED's deliverables subsequently appear to have potential interest for external dissemination outside of the customer's group, and since such deliverables might contain third parties' opinions which are not intended to be rendered public or confidential evaluations of technologies, products, services, firms... ALCIMED's written consent is necessary prior to any

communication of its works outside customer's group. ALCIMED's approval must not be unreasonably refused.

As for the specific case of Deliverables on video format, if it appears that any external dissemination outside of Customer Group has any potential interest, it will be mandatory, besides ALCIMED's prior written consent, to validate that the necessary dissemination rights have been acquired.

- As a consequence, ALCIMED shall not be held responsible should Customer distribute the results of its work to any third party to the Agreement without its prior written consent. Customer shall undertake to compensate ALCIMED for any damages caused by the distribution of said documents and to reimburse it all costs related to any resulting legal action.

- **Cooperation and responsibility**

- We expect your employees to cooperate fully with our team. Our work will notably be based on the data, instructions and hypotheses provided by your company. Your company shall therefore be held responsible for the accuracy of this information.
- We may need to cooperate with certain external consultants or specialists in the scope of our work. They shall be held responsible for their work and recommendations
- We may not be held responsible for the information or opinions communicated or formulated by the various persons interviewed during the course of our work.
- The results of our work shall apply only to the current circumstances and regulatory situation at the time of their submission to your company and we may not be held responsible for changes to these circumstances or to the regulations in force. Neither shall we be obliged to inform you of any such changes after the end of our assignment.
- ALCIMED does not act in any legal or intellectual property advisory capacity and it is therefore the customer's responsibility to seek guidance from the relevant consultant organisations in order to validate the hypotheses put forward by ALCIMED in our work concerning all legal or regulatory matters or to provide advice on these matters regarding the work entrusted to ALCIMED.
- ALCIMED's obligation extends only so far as to use the reasonable methods available to us to carry out the work entrusted to us by our customers. In the event that we do not properly fulfil our commitment to you, we shall assume full responsibility for the direct resulting damages. These damages shall be limited to the total fees paid to us by your company for our work or for the portion of our work in question.
- In the event of our work being interrupted before completion, the customer shall pay ALCIMED the balance of the total fees stipulated for the completion of our work, on a *pro rata temporis* basis from the beginning of the work to the date of interruption as against the total duration of the work initially stipulated in our agreement.
- Alcimed and its customers undertake not to solicit or employ in any manner whatsoever, directly or indirectly, any employees of the other party to the services agreement, unless with the prior written consent of the other party. This undertaking is valid for the duration of the contract and for 12 months after the end of the performance of the relevant services. In case of non compliance with this non-solicitation undertaking, the defaulting party agrees to indemnify the other party in an amount equal to 6 months of gross salary offered to the solicited employee. This indemnity will be due for each concerned employee.