

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall apply to any and all services provided by Xplanation USA, Inc. (hereinafter 'Xplanation') to its Customers, even if no specific reference is made hereto, except when amendments to these General Terms and Conditions of Sale have been confirmed explicitly and in writing by Xplanation and the Customer (hereinafter 'the Parties'). Any general terms and conditions of the Customer are hereby superseded and replaced in their entirety by the following terms and conditions.

### 1. Deadlines

Any deadlines to which Xplanation has agreed in writing shall become effective only after Xplanation has received all information and documents from the Customer that are necessary for the completion of the assignment accepted by Xplanation. Deadlines in quotes and offers are therefore expressly conditioned upon Xplanation's receipt of all necessary information and documents.

In the event of force majeure, such as fire, war or power failure, deadlines will be extended for the period of said event or the time needed to rectify the negative effects of the event and enable the completion of the assignment.

Xplanation retains the right to reject, cancel or postpone an assignment and invoice the work done so far without penalty should Xplanation deem the assignment to be in violation of good practices and/or legislation in force, or in the event of Customer's failure to pay an invoice timely or other risk of non-payment by the Customer.

In such cases where the Customer considers, on a reasonable basis, that no further purpose shall be served by continuing an assignment entrusted to and accepted by Xplanation, the Customer may request in writing to Xplanation that the assignment be cancelled following a detailed explanation. In such an exceptional event, the Customer will indemnify Xplanation for all work already performed and all costs incurred by Xplanation resulting from such termination, including but not limited to the commitments made to its subcontractors regarding the cancelled assignment. Xplanation shall use its best efforts to keep such costs to a minimum.

### 2. Quality of the services

Xplanation is committed to taking the utmost care regarding the completion of accepted assignments. However, the Customer agrees that languages are of such complexity that they may have inherent differences and accepts that, for example, the perfect translation of a word or sentence may be impossible. Should the Customer have any remarks or complaints regarding the services rendered by Xplanation, it must inform Xplanation of these remarks/complaints in writing within a period of fourteen (14) calendar days following the delivery date of these services. To this end, the Customer must specify their remarks or complaints in detail. Xplanation shall subsequently contact the Customer and make the necessary arrangements to handle the remarks or complaints stated by the Customer.

In the event of a complaint, Xplanation reserves the right to correct possible errors within a reasonable time frame.

Unless the Customer informs Xplanation of the remarks or complaints within fourteen (14) calendar days of the delivery, it shall be conclusively deemed that the Customer has accepted the services delivered.

### 3. Liability

The Customer is liable for securing all necessary intellectual property rights to material it delivers to Xplanation. The Customer is also liable for insuring that the material it delivers to Xplanation does not infringe upon the rights of any third party.

The Customer agrees to defend, indemnify and hold harmless Xplanation from and against any and all costs, expenses, liabilities, actions, or fines arising from or in any way connected to the materials, texts, documents, software or other items delivered to Xplanation for an assignment.

In the event Xplanation becomes liable to pay a third party any compensation or other payment due to material delivered to Xplanation by the Customer, the Customer becomes liable to pay these amounts in full to Xplanation.

Xplanation is liable for the quality of the services rendered insofar as these are used by the Customer in their complete and unaltered form. The liability of Xplanation for each assignment shall be limited to the amount invoiced and collected by Xplanation for that assignment, with a maximum of what is specifically covered by Xplanation's professional indemnity insurance.

Xplanation shall under no circumstances be liable to the Customer or any third party for indirect damages, such as loss of profit or any other consequential damages.

#### 4. Invoices

Invoices presented by Xplanation are payable within thirty (30) days of the invoice date, unless alternative payment terms have been agreed between the Parties. Invoices presented by Xplanation are payable no later than on the due date and into the bank account mentioned on the invoice. Upon payment by the Customer, all intellectual property rights relating to the services rendered within the framework of the assignment executed by Xplanation become the property of the Customer.

Failure to make payment on the due date shall result in all invoices, including those not yet due, becoming due for immediate payment. These shall automatically be subject to interest for late payment, with no advance notice being required, at a rate which is equal to the highest interest rate chargeable under Georgia USA law on liquidated accounts. Moreover, Xplanation shall also be entitled to reasonable attorney's fees, court costs, and other recovery costs incurred as a result of late payment or failure to pay.

Any dispute regarding an invoice should be sent to [invoicing@xplanation.com](mailto:invoicing@xplanation.com) within a period of fourteen (14) calendar days following the sending of the invoice by Xplanation. If the Customer makes no complaint about an invoice within fourteen (14) days of receipt, the Customer shall be conclusively deemed to have waived any such complaint.

The Customer expressly authorises Xplanation to offset any amount of any nature whatsoever owed by it to the Customer for any reason whatsoever, against any amount owed to Xplanation by the Customer.

#### 5. Confidentiality

Xplanation recognises the strict confidentiality of any information that is and/or becomes available during the course of the accepted assignment. Xplanation will not reveal this information to third parties without the prior written consent of the Customer, except to Xplanation subcontractors who have signed confidentiality agreements with Xplanation and only to the degree necessary to execute the assignment. This obligation applies both during the execution of the assignment and after delivery of the assignment.

The obligation of confidentiality does not apply to information (1) already known to Xplanation, unless this information was given in the strictest confidence, (2) rightfully and independently obtained or developed by Xplanation, (3) rightfully obtained by Xplanation from any third party without restrictions or confidentiality obligations, (4) already made available to the public by the rightful owner.

To ensure confidentiality of this information, Xplanation will take all reasonable security measures, equal to the precautionary measures taken to protect its own confidential information.

#### 6. Applicable law and jurisdiction

The titles in the different paragraphs of these General Terms and Conditions of Sale are meant solely for the ease of understanding these General Terms and Conditions of Sale.

The nullity or unenforceability of any provision of these General Terms and Conditions of Sale shall in no way affect the validity or enforceability of the other provisions and shall never render the legal relationship null or void. The Parties agree to make every best effort to replace the invalid or unenforceable clause with a valid clause that has the same or largely the same economic impact as the invalid or unenforceable one.

These General Terms and Conditions of Sale are governed by the laws of the state of Georgia, United States of America. Any disputes are to be submitted to the exclusive jurisdiction of the courts of Fulton County, Georgia, and the Customer hereby submits to personal jurisdiction and venue in Fulton County, Georgia.