

CYBERWINGS GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

(17/04/2026)

These general terms and conditions for the provision of services apply to the services provided by CYBERWINGS to its clients as defined in the service proposal. CYBERWINGS and the Client are hereinafter referred to individually as **“the Party”** and collectively as **“the Parties”**.

THE PROVISION OF SERVICES BY CYBERWINGS IS SUBJECT TO THESE GENERAL TERMS AND CONDITIONS.

These General Terms and Conditions are written in French. A translation may be provided for convenience only. In the event of any discrepancy or difference in interpretation between the versions, this French version shall prevail.

ARTICLE 1: DEFINITIONS

The terms used in these General Terms and Conditions, whether in the plural or singular, shall have the following meanings:

“Auditee” means any natural or legal person, entity, organisational unit, department, site, system, technical environment or functional scope that is the subject, in whole or in part, of the Services. Unless otherwise stated in the Order, the Beneficiary is the Auditee.

“Beneficiary” means any natural or legal person on whose behalf or for whose benefit the Client orders the Services and/or to whom all or part of the Deliverables are provided. Unless otherwise stated in the Order, the Client is the Beneficiary.

“Client” means any natural or legal person acting in a professional capacity as designated in the Proposal, who contracts for the Services with CYBERWINGS and who is solely liable, unless expressly stipulated otherwise, for payment of the price and the performance of contractual obligations towards CYBERWINGS.

“Order” means the Proposal accepted by the Client, by means of a written confirmation, the issue of a purchase order in accordance with the terms of the Proposal, or any other method agreed between the Parties.

“General Terms and Conditions” means these general terms and conditions for the provision of services and any document annexed to or referred to in these general terms and conditions.

“Contract” means the contract entered into between CYBERWINGS and the Client, which comprises the General Terms and Conditions and the Order. The Contract may be supplemented, as the case may be, by any service agreement, test authorisation, performance document, or undertaking by the Beneficiary or the Auditee, expressly referred to in the Order or signed in connection with the Services.

“CYBERWINGS” means CYBERWINGS, a simplified joint-stock company, registered under number 838 157 865 in the Marseille Trade and Companies Register, with its registered office at 565, Avenue du Prado – 13008 Marseille and represented by its current representative, or any affiliated entity expressly designated in the Order.

“Deliverables” means all reports, analyses, studies, specifications, outputs, presentations, minutes, recommendations, roadmaps, scripts, materials or other digital or paper documents produced by CYBERWINGS in the course of performing the Services and intended, in accordance with the Order, for the Client and/or the Beneficiary.

“Services” means all the services ordered by the Client, described in these General Terms and Conditions and specified in the Order. Where applicable, **“Qualified Services”** means the Services expressly identified as PASSI-qualified in the Order, performed by CYBERWINGS where the latter holds, on the date of the Order, a valid PASSI (Information Systems Security Audit Provider) qualification covering the relevant activities. The activities covered by the PASSI framework are architecture, configuration and source code audits, penetration testing, and organisational and physical audits.

“Proposal” means the document provided by CYBERWINGS to the Client, identifying the Client and, where applicable, the Beneficiary and/or the Auditee, the Services, the price and, where applicable, any specific details relating to the Services.

ARTICLE 2: PURPOSE AND CONCLUSION OF THE CONTRACT

The Contract, comprising these General Terms and Conditions, the Order and any annexed documents, is intended to define the terms and conditions for the provision of the Services and the use of the Deliverables.

Acceptance of the Contract by any of the Client's agents or employees shall be deemed to have been made in the name and on behalf of the Client by a duly authorised person.

The Contract shall prevail over any other document issued by CYBERWINGS or the Client, in particular over any of the Client's terms and conditions of purchase that have not been expressly accepted by CYBERWINGS, and shall supersede any written or oral agreement between the Parties having the same subject matter.

For any Qualified Service, the Parties shall additionally enter into a service agreement and its implementing documents. These documents shall take precedence over these General Terms and Conditions for the provisions required by the PASSI framework.

Where the Services include security testing, which may comprise audits, vulnerability scans and penetration tests, the Parties shall enter into a security testing authorisation in addition to these General Terms and Conditions, to specify the Order regarding the scope and technical arrangements of such tests. The Client represents and warrants that it has all the rights, powers, authorisations and, where applicable, mandates necessary to have this test authorisation signed by the authorised entity and to enable the performance of the Services within the relevant scope. Where the Client does not itself hold the rights to the audited scope, it undertakes to obtain the signature of the Auditee, the Beneficiary or any other authorised entity prior to commencement.

These supplementary documents are considered to form an integral part of the Contract. In the event of any conflict between the contractual documents, the following descending order of priority shall apply: (i) the service agreement and PASSI implementation documents, where applicable; (ii) the test authorisation or any specific technical document signed for the assignment; (iii) the Order; (iv) these General Terms and Conditions; (v) the non-contradictory annexes.

Any Proposal issued by CYBERWINGS is valid for a period of one (1) month. The Proposal is drawn up on the basis of the information provided and the requirements expressed by the Client. In this context, the Client acknowledges that they have communicated all their requirements and have received from CYBERWINGS all the information and advice enabling them to fully understand the Services, to assess their suitability for their needs and thus to place an Order in full knowledge of the facts.

The Order becomes firm and final upon acceptance by the Parties. Any cancellation or modification of the Order shall be subject to the prior written agreement of the Parties.

In the event that the Client wishes, during the performance of the Services, to modify or extend their scope, the Client must notify CYBERWINGS, specifying the desired modifications, and CYBERWINGS shall send the Client a new Proposal aimed at adapting the Services.

CYBERWINGS provides Services exclusively to the Client; however, the Services may be performed for the benefit of the Beneficiary or within the scope of the Auditee, where applicable. Unless otherwise stipulated in a written agreement between the Parties, the Contract shall not be construed as conferring rights on third parties, in particular the Client's affiliates, suppliers or customers, nor as imposing obligations on CYBERWINGS in respect of such third parties.

Where the Services are performed on behalf of a third party, the Beneficiary or the Auditee, the Client remains CYBERWINGS' sole contracting party and is solely responsible for payment for the Services and for ensuring that the Beneficiary or Auditee complies with its obligations. The Beneficiary or Auditee shall not acquire any direct contractual rights against CYBERWINGS, unless expressly stipulated otherwise in the Order or in a document signed by CYBERWINGS. The Client remains responsible for compliance with the Contract and undertakes to have the Beneficiary and/or the Auditee sign any document required by CYBERWINGS for the performance of the Services, in particular any test authorisation, confidentiality undertaking, or undertaking relating to the Deliverables.

ARTICLE 3: DESCRIPTION AND PERFORMANCE OF THE SERVICES

3.1. Services

CYBERWINGS may provide the following services, subject to their being expressly specified in the Order:

- Consultancy and assessment of information system security, analyses, strategic and/or operational risk assessment, diagnostics,
- Audits (of architecture, configuration, source code and/or organisational or physical audits, penetration tests),
- Phishing tests,
- Code security reviews, vulnerability scans,
- Open-source intelligence,
- Support for managing and implementing digital security projects,
- Documentation production,
- IT outsourcing,
- Incident management support and crisis exercises (strategic/operational),
- Digital forensics,
- Training, awareness-raising or coaching.

The detailed content of the Services, the scope, prerequisites, methods and Deliverables are set out in the Order.

3.2. Performance of the Services

CYBERWINGS undertakes to perform the Services listed in the Order, to provide the Deliverables to the Beneficiary and to exercise all due care and diligence in performing the Services in accordance with professional standards and best practice.

CYBERWINGS provides the Services on a best-efforts basis, which means that CYBERWINGS undertakes to use all reasonable efforts, expertise and resources in accordance with industry standards and regulatory requirements, but cannot guarantee specific results such as the complete invulnerability of the systems, environments or organisations falling within the scope of the Services.

The default place of performance of the Services is at the premises designated by CYBERWINGS, outside the premises of the Client, the Beneficiary or the Auditee. For the performance of the Services, CYBERWINGS may, with the agreement of the Parties and subject to mission costs agreed in advance, be required to visit the operational site and/or access the systems, environments, premises or assets necessary for the performance of the Services.

Where applicable, the Client must ensure that CYBERWINGS staff have access to the systems, environments, premises or assets necessary for the performance of the Services, subject to the terms of performance set out in the Contract. In the event of on-site work, CYBERWINGS' staff undertake to comply with the applicable rules, in particular those relating to health and safety, as communicated in writing prior to such work.

CYBERWINGS performs the Services on the basis of the statements and information provided by the Client, the Beneficiary, the Auditee or any third party acting on their behalf, and shall not be held liable for any error or omission if the information provided is incomplete or inaccurate. In the course of providing the Services, CYBERWINGS is not required to verify the documents and information provided unless such verification is expressly provided for in the Services.

The Parties undertake to appoint (or arrange for the appointment of) contact persons with sufficient skills and authorisation to monitor the Services and take any decisions necessary for their performance. The Parties may, at any time and without notice, change the personnel they have assigned to the Services, provided that the continuity of the skills and authorisations necessary for the Services is ensured.

CYBERWINGS may subcontract the performance of all or part of the Services, and shall remain liable to the Client for the performance of the Contract. All subcontractors are subject to a prior qualification and validation process by CYBERWINGS, and are bound by strict commitments regarding quality, security and confidentiality. For Qualified Services, subcontracting shall be carried out in accordance with the applicable requirements (in particular, for the high qualification level, by engaging a qualified subcontractor for the subcontracted activities and with the client's approval in the scope of work document).

CYBERWINGS undertakes to perform the Services impartially, in good faith, and to avoid any situation likely to compromise its independence of judgement, particularly in the context of audit and assessment Services.

3.3. Delivery of Deliverables

Upon completion of the Services (or each part of the Services, as detailed in the Proposal), CYBERWINGS shall provide the Beneficiary with the corresponding Deliverable(s) in a standard, readable format, by any means of communication of its choice, ensuring a level of security appropriate to the sensitivity of the information. If the Client is not the Beneficiary, CYBERWINGS shall inform the Client that the Deliverable(s) have been communicated solely to the Beneficiary. Such delivery shall constitute satisfactory performance by CYBERWINGS of its obligation to deliver. Unless otherwise stated in the Order or authorised in writing by the Beneficiary, only the Beneficiary may communicate them to the Client in accordance with the agreement between the Client and the Beneficiary.

The Beneficiary shall have a period of fifteen (15) days from the delivery of the Deliverable to assess its compliance with the Contract and to raise any justified and documented reservations. Unless a reservation is notified within this period, or in the event of full payment of the invoice relating to the Deliverable, the Deliverable shall be deemed accepted. The Client shall be responsible for all coordination with the Beneficiary, in particular regarding the submission of any reservations, comments or requests relating to the acceptance of the Deliverables.

In the event of non-compliance notified within the time limit, CYBERWINGS undertakes to analyse the reservations, to indicate whether they appear to be justified in the light of the Contract, and, where they are, to make the corrections or additions reasonably necessary to bring the Deliverables into compliance.

The Deliverables are based on the information available and the circumstances existing at the time the Services were performed and are based solely on the facts and information provided within the scope of the Services. CYBERWINGS shall not be required to update the Deliverables on the basis of events occurring after their date of issue. In such cases, it shall be the Client's responsibility to request, where appropriate, that CYBERWINGS carry out an additional Service.

In accordance with Article 8, CYBERWINGS holds the intellectual property rights to the Deliverables and, consequently, they may only be used by the Beneficiary or Auditee for their internal purposes, solely for the purposes provided for within the scope of the Services. CYBERWINGS is not obliged to disclose to the Client, Beneficiary or Auditee the protocols used for the analysis and performance of the Services, which form part of its exclusive know-how.

3.4. Timetable

Where applicable, the schedule for the performance of the Services is set out in the Order. This schedule is drawn up on an indicative basis in accordance with the Services.

In the event that the Services are suspended for more than two (2) months due to the Client, CYBERWINGS reserves the right to terminate the Contract, or to make the resumption of its Services conditional upon rescheduling, updating the scope and requirements, and/or revising the Proposal. Reasonable costs for rescheduling and resource mobilisation may be invoiced on presentation of supporting documents or on the basis of a flat rate agreed in an Order.

ARTICLE 4: OBLIGATIONS OF THE CLIENT

The Client undertakes, both on its own behalf and on behalf of the Beneficiary and/or the Auditee where these are separate entities, to:

- i. Cooperate fully and in good faith with CYBERWINGS, involve the relevant personnel, designate a point of contact for all communications with CYBERWINGS, comply with the specified prerequisites, provide all information and documents in a timely manner, and grant timely access to all information, documents, systems, test environments, data and resources necessary for the proper performance of the Services;

If the Services require on-site visits or remote access to the systems concerned by the Services, the Client must ensure that CYBERWINGS has prompt and unrestricted access to these facilities, networks, software, hardware and personnel, as required. The Client is responsible for organising and maintaining such access, including all necessary security authorisations or permissions, for ensuring that its equipment is in good working order and suitable for the performance of the Services, and for obtaining and maintaining all necessary licences and consents in relation to the Services.

The Client remains solely responsible for (i) obtaining authorisations from third parties whose systems fall within the scope of the Services, (ii) implementing all measures necessary to manage the risks associated with the performance of the Services (e.g. appropriate prior backups), and (iii) providing a test environment where the Order so requires.

- ii. Pay the price in accordance with the applicable Order;
- iii. Comply with and ensure compliance with the terms of use of the Deliverables.

In the event of a breach by the Client, Beneficiary or Auditee of these obligations to cooperate, provide information, grant access or fulfil prerequisites, CYBERWINGS may suspend the performance of the Services following written notification to the Client. Any additional costs reasonably incurred as a result of such suspension (including rescheduling, mobilisation of personnel, and cancelled travel) may be invoiced separately.

The Client remains liable to CYBERWINGS for any failure on the part of the Beneficiary, the Auditee or a third party within its sphere of influence.

ARTICLE 5: FINANCIAL TERMS

The price is set in the Order by CYBERWINGS on a case-by-case basis, taking into account, in particular, the Services agreed with the Client.

The prices quoted are firm and final. Travel costs and other related expenses are invoiced separately.

A deposit may be requested upon acceptance of the Order. The balance shall be payable in accordance with the terms set out in the Proposal.

Unless otherwise specified in the Order, the Services will be invoiced as follows:

- 30% upon acceptance of the Order;
- 70% upon completion of the Services.

The Parties agree to exchange invoices in electronic format, in accordance with applicable regulations. The Client undertakes to provide CYBERWINGS with all information necessary for the proper issue and receipt of invoices, in particular from the date on which the legal obligations regarding electronic invoicing come into force. Each Party is responsible, insofar as it is concerned, for the selection, maintenance and correct configuration of its electronic invoicing solution(s), including any approved platform or service provider it appoints.

Payment must be made upon receipt of the invoice, by bank transfer to the bank details provided by CYBERWINGS. No discount shall be granted for early payment.

In keeping with its commitments to confidentiality and discretion, CYBERWINGS applies, as a matter of course, the principles of data minimisation and need-to-know at all stages of its processes, including during invoicing. Consequently, CYBERWINGS includes, by default, on its invoices only the information necessary for invoicing the Services, and in particular the associated reference (Order number). This precaution ensures that no information regarding the Services (which may be sensitive) is disclosed to persons who do not have a need to

know, and limits the Parties' exposure in the event of a data breach. The Client may request, in agreement with CYBERWINGS, the inclusion of any additional information it deems necessary for its invoicing process.

The Client remains solely liable for payment of the price, including where the Services are performed for the benefit of a Beneficiary or within the scope of a separate Audit, even in the event of late payment by the latter to the Client.

Any invoice not paid in full by its due date shall automatically and without prior notice result in the application of late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, and a fixed compensation for recovery costs of a minimum fixed amount of forty (40) euros pursuant to the Commercial Code, without prejudice to CYBERWINGS' right to suspend the Services and/or terminate the Contract.

ARTICLE 6: TERM – TERMINATION

6.1. Term

The Contract shall come into force upon acceptance of the Proposal and shall remain in force for the duration of the performance of the Services.

6.2. Early termination

The Parties undertake to seek in good faith all possible solutions to achieve a swift and fair resolution of any difficulties that may arise during the performance of the Services.

The Contract may be terminated early by either Party in the event of the other Party's failure to fulfil any of its obligations under the Contract, within 30 days of the sending of a formal notice by registered letter with acknowledgement of receipt specifying the alleged breach by the defaulting Party, which has remained unaddressed.

Termination shall then take effect automatically without the need for any legal proceedings, at the fault and expense of the defaulting Party, without prejudice to any damages that may be claimed from it.

6.3. Consequences of termination

In the event of early termination of the Contract attributable to the Client, Beneficiary or Auditee, for whatever reason, the Client shall remain liable to CYBERWINGS for all sums already invoiced and/or already paid (including advance payments), which shall be retained by CYBERWINGS, and for the cost of Services already performed as at the effective date of termination, as well as for non-recoverable costs incurred (in particular subcontracting, expert mobilisation, and planning).

In the event of termination prior to the kick-off meeting, CYBERWINGS may invoice the equivalent of half a day's work to cover the costs of mobilising the teams.

CYBERWINGS shall return to the Client or Beneficiary, as agreed by the Parties, all documents and materials relating to the Beneficiary or Auditee and their activities provided to CYBERWINGS.

The rights and obligations set out herein which, by their nature (in particular those relating to confidentiality, intellectual property, liabilities and warranties, and dispute resolution), are intended to survive the termination of the Contract shall continue to have effect.

6.4. Reversibility

Where the nature of the Services so warrants, in particular in the case of ongoing support or an outsourced digital security team, the Parties may provide in the Order for a reversibility phase designed to enable the orderly termination or transfer of the Services to the Client, Beneficiary or Auditee, or to a third-party service provider designated by the latter.

Unless otherwise stipulated in the Order, reversibility is not included in the price of the Services and shall give rise to additional invoicing, based on a quotation, for time spent in accordance with CYBERWINGS' current rates.

Reversibility relates exclusively to the elements expressly specified in the Order or, failing that, solely to the handover of the Deliverables and a reasonable number of meetings or knowledge transfer exchanges. Reversibility does not entail any transfer of CYBERWINGS' internal tools, methods, know-how, models, internal reference systems or internal procedures.

CYBERWINGS shall have no obligation regarding technical migration, recovery of historical data, document reconstruction, conversion to a specific format, enhanced support, intervention with third parties, or the continuation of the Services beyond their term, unless expressly stipulated otherwise in the Order.

The Client undertakes to cooperate in good faith during the reversibility phase, to appoint a contact person with the necessary authorisations, to take any necessary decisions within timeframes compatible with the proper execution of this phase, and to take responsibility for coordination with any incoming service provider.

Unless otherwise stipulated, the reversibility phase shall commence on the effective end date of the Services or on the date of notification of termination, as the case may be, for a maximum duration of thirty (30) calendar days. Any request beyond this period or exceeding the reasonable scope of reversibility shall give rise to a supplementary commercial proposal.

ARTICLE 7: WARRANTIES AND LIABILITY

The Services are provided on a best-efforts basis and CYBERWINGS shall only be liable in the event of proven fault in the performance of its obligations.

CYBERWINGS declares that it holds, with a company of recognised solvency, professional indemnity insurance covering the financial consequences of its civil liability that may arise from the performance of the Services.

CYBERWINGS undertakes to provide all Services with care and diligence, in accordance with professional standards and the state of the art. However, due to the complexity of security testing and the evolving nature of cyber threats, CYBERWINGS cannot guarantee the identification of all vulnerabilities or security flaws. CYBERWINGS cannot be held liable for vulnerabilities, threats or breaches that are not detected during the performance of the Services.

The Client acknowledges that cybersecurity testing and security assessments inherently involve certain risks, including the potential disruption of systems. CYBERWINGS shall not be liable for any damage or loss incurred during penetration testing, provided that CYBERWINGS has acted with due diligence. The Client must report to CYBERWINGS any disruption to the proper functioning of any system or environment falling within the scope of the Services following the performance of the Services, prior to the handover of the Deliverables or at the latest within 15 days of CYBERWINGS' intervention, together with all supporting information enabling CYBERWINGS to carry out investigations.

For Services relating to the assistance of the Beneficiary during certification processes, CYBERWINGS' liability is limited to the provision of advice and technical support. The Client acknowledges that certification is subject to the actions and verifications of third parties, and CYBERWINGS cannot guarantee that the Beneficiary will obtain certification and cannot be held liable for delays, rejections or failures in certification caused by the actions or decisions of external auditors, assessors or certification authorities.

Under no circumstances shall CYBERWINGS be liable to the Client, including in the event of a claim by a third party, for any indirect damages. Indirect damages include, in particular, any loss of profit margin, loss of turnover, loss of customers, damage to reputation, loss of opportunity, and operating losses.

In any event, to the fullest extent permitted by applicable law, should CYBERWINGS's liability be established for any reason whatsoever, it is expressly agreed that the amount of damages and any compensation owed by CYBERWINGS to the Client, for all causes combined, shall be strictly limited and shall not exceed the sums actually paid by the Client in consideration of the provision of the Services giving rise to the damage.

Neither Party shall be liable nor shall it be deemed to have breached its obligations if such breach is due to an event beyond the control of one or both Parties, including but not limited to civil or foreign war, riot, fire, water damage of any kind, accidents, cyber-attacks, strikes, industrial action, governmental, regulatory or legislative decisions or any other restrictions, natural disasters, disruption to transport or telecommunications networks, shortages of energy, raw materials or finished products, or any other cause beyond the control of either Party.

Should a force majeure event as defined above prevent the performance of all Services, the Contract may be terminated at the discretion of either Party.

ARTICLE 8: INTELLECTUAL PROPERTY

All rights, titles and interests, including intellectual property rights and know-how (regardless of their nature, scope and/or origin), software, tools and elements held by each Party shall remain its exclusive property.

In particular, the Client acknowledges that the know-how, tools, methods and processes, algorithms and other elements covered by an intellectual property right belonging to CYBERWINGS and used or developed during the performance of the Services constitute Confidential Information. The Client undertakes, on its own behalf and on behalf of the Beneficiary or Auditee, not to reverse engineer, copy, disclose or make available to a third party the tools, methodologies or processes belonging to CYBERWINGS. CYBERWINGS remains the sole owner of the intellectual property rights, know-how, knowledge and processes implemented in the course of the Services, and nothing in this Agreement shall be construed as conferring any intellectual property rights on the Client, Beneficiary and/or Auditee in respect of such elements.

The Beneficiary, and where applicable, the Auditee, may use the Deliverables in their original form for internal purposes and may reproduce, represent, adapt and modify them solely for its internal needs and for the purpose of demonstrating its security (in particular to its auditors, authorities, clients and partners), to the exclusion of any commercialisation, transfer, independent provision or public dissemination other than for the internal needs of the Beneficiary or Auditee. Any transmission to a third party shall be limited to strictly necessary extracts and must be accompanied by confidentiality undertakings at least equivalent to these.

Similarly, the Client, Beneficiary and/or Auditee remains the sole owner of any item, in particular any document, data, information or file belonging to them that may be provided to CYBERWINGS for the performance of the Services or to which CYBERWINGS may have access during the performance of the Services. CYBERWINGS undertakes to use such items solely for the performance of the Services requested by the Client and to return them upon the Client's first request.

ARTICLE 9: CONFIDENTIALITY

For the purposes of this Agreement, “**Confidential** Information” means all information, whether written, electronic, oral or otherwise, disclosed by one of the Parties (or by the Beneficiary or Auditee) to the other, including, but not limited to, business plans, technical data, software, security architecture, system vulnerabilities, test results, designs, prices, proprietary methodologies and any other non-public information relating to the activities, products, services or technology of the disclosing Party (or, where applicable, the Beneficiary or Auditee).

Specifically for the Client, Recipient or Auditee, Confidential Information includes (without limitation) all software source codes, documentation, product designs and architecture to which CYBERWINGS may have access during the performance of the Services.

Specifically for CYBERWINGS, Confidential Information includes (without limitation) know-how, methodologies, algorithms, tools, techniques, reports and analyses relating to the Services.

The information detailed in this Contract, its annexes and the associated Proposals has commercial value and is declared confidential within the meaning of Law 2018-670 on the protection of trade secrets.

Each Party undertakes to:

- i. maintain the strict confidentiality of the other Party's Confidential Information and take all reasonable steps to protect it, exercising the same degree of care as it would for its own Confidential Information, but in no event a degree of care less than that which is reasonable;
- ii. not to disclose or allow access to any Confidential Information to any third party without the prior written consent of the disclosing Party, except to those of its employees, agents, subcontractors or advisers who need to know such information and after such employees, agents, subcontractors or advisers have signed a similar confidentiality agreement;
- iii. Not to use the Confidential Information for any purpose other than the performance of the Services provided for in this Agreement, unless expressly authorised in writing by the disclosing Party.
- iv. Ensure that third parties (including subcontractors and consultants) having access to Confidential Information are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

In this regard, the Client undertakes both on its own behalf and on behalf of the Beneficiary or Auditee.

The confidentiality obligations shall not apply to information which:

- i. is or becomes publicly available without any breach of this Agreement by the receiving Party;
- ii. was already lawfully known to the receiving Party prior to its disclosure by the disclosing Party;
- iii. is lawfully received from a third party without breach of any confidentiality obligation;
- iv. is developed independently by the Receiving Party without using or referring to the Disclosing Party's Confidential Information;
- v. must be disclosed pursuant to a law, regulation or court order, provided that the Receiving Party promptly notifies the Disclosing Party to enable the latter to seek a protective remedy.

The confidentiality obligations shall remain in force for a period of five (5) years from the termination or expiry of this Agreement, or for any longer period required by applicable law or regulation. However, with regard to trade secrets or CYBERWINGS' methodologies and processes, the confidentiality obligations shall remain in force for as long as such information constitutes a trade secret under applicable law.

Upon termination of this Agreement, for whatever reason and without the need for prior notice or formal notice, each Party undertakes to return to the other Party all property or documents, whether originals or copies, belonging to the other Party, which may be in its possession or under its control. Each Party shall certify in writing to the other Party within fifteen (15) calendar days of receiving a written request from the other Party that it has carried out such return/destruction, subject to any statutory retention obligations. Notwithstanding the foregoing, the receiving Party may retain a copy of the Confidential Information if required by law or regulatory compliance, provided that such copy remains subject to the confidentiality obligations herein and, where applicable, to the PASSI framework.

ARTICLE 10: PERSONAL DATA

The performance of these General Terms and Conditions, as well as any pre-contractual measures relating thereto, requires the provision of personal data concerning the Client, Beneficiary or Auditee to CYBERWINGS, which shall be processed in accordance with its SMSN Manual.

If the provision of the Services involves the processing of any personal data by CYBERWINGS in its capacity as a data processor, CYBERWINGS and the Client agree to enter into a Data Processing Agreement (DPA) in accordance with applicable data protection laws.

ARTICLE 11: GENERAL PROVISIONS

11.1. Independence of the Parties

CYBERWINGS and the Client shall carry out their respective activities as independent professionals and shall have no authority to act in the name and on behalf of the other Party. Each Party shall personally bear all social security, tax or other charges relating to the performance of the Contract and falling within its responsibility.

Under this Contract, CYBERWINGS shall act as an independent service provider and, not being the Client's agent, shall have no authority to enter into contracts in the Client's name or on the Client's behalf, nor to bind the Client in any whatsoever.

The Parties declare that they do not intend to form, within the framework of this Contract, any company or legal entity whatsoever, and that any form of 'affectio societatis', such as any sharing of profits, is expressly excluded.

CYBERWINGS shall, upon written request from the Client, provide the documents required by Article L.8222-1 of the Labour Code.

11.2. Anti-corruption policy

The Parties certify that they have not offered or promised to offer, given, authorised, solicited or accepted any undue advantage of any kind whatsoever with a view to the conclusion of this Contract, and have taken all reasonable measures to prevent their subcontractors, suppliers, third parties and intermediaries under their control from doing the same. Furthermore, the Parties undertake to do so throughout the term of the Contract, both for themselves and for their subcontractors, suppliers, third parties and intermediaries under their control.

The Parties undertake, throughout the duration of their relationship and thereafter, to comply with, and, to the extent possible, ensure that their subcontractors, suppliers, third parties and intermediaries under their respective control comply with, the legislation in force, and to put in place the necessary human and material resources to prevent conflicts of interest and any form of corruption or influence peddling.

If one Party provides substantiated evidence that the other Party has failed to fulfil its obligations under this Article, it shall notify the other Party, and the latter must take all necessary measures to remedy the situation within a reasonable timeframe. Failing this, the Party may terminate the Contract, without prejudice to any claim for damages

11.3. Assignment

Neither Party may assign or transfer its rights or obligations under this Contract, whether by sale, merger, demerger or any other form of transfer, without the prior written consent of the other Party. Any assignment or transfer made without such consent shall be null and void. If an assignment is authorised, the assigning Party warrants that the assignee will comply fully with the terms of this Contract.

11.4. Non-solicitation

Throughout the term of the Contract and for a period of twenty-four (24) months following its termination, for any reason whatsoever, the Client shall refrain (both on its own behalf and on behalf of the Beneficiary and Auditee, if applicable) from soliciting, poaching, directly or indirectly recruiting, or engaging outside the scope of the Contract, any employee, independent consultant, subcontractor or expert engaged by CYBERWINGS in connection with the Services, of whom it may have become aware during the performance of the Contract, unless CYBERWINGS has given its prior written consent.

In the event of a breach of this prohibition, the Client shall be required to pay CYBERWINGS immediately, by way of a penalty clause, a lump-sum compensation proportional to the remuneration paid by CYBERWINGS to the person concerned during the last 12 months, namely an amount equal to 12 times the last gross monthly salary or twelve (12) months' average invoiced turnover for their services if they are acting as a self-employed person, plus all costs incurred in recruiting a replacement.

11.5. Invalidity of a clause

If any provision of the Contract should prove to be invalid or unenforceable by virtue of any law or following a binding decision by a competent court or authority, the Parties expressly agree that this Contract shall not be affected by the invalidity of the aforementioned clause and that they shall endeavour to replace said clause with equivalent provisions that comply with the law.

11.6. No Waiver

The fact that one of the Parties does not, at any time, require the other Party to strictly comply with any provision or condition of the Agreement shall not be deemed to constitute a definitive waiver of that provision or condition.

11.7. Notices

Any notice under the Contract (reservations, claims, requests, formal notices, suspension, termination) shall be given in writing. Unless otherwise stipulated, it shall be validly effected by email to the addresses set out in the Order with acknowledgement of receipt or a reply from the other Party, or where expressly required, by registered letter with acknowledgement of receipt to the registered offices of the Parties. Each Party undertakes to inform the other without delay of any change to its contact details.

ARTICLE 12: GOVERNING LAW AND SETTLEMENT OF DISPUTES

12.1. Applicable law

The formation of this Contract, its performance, its termination and the interpretation of its provisions are governed by French law.

12.2 Complaints Procedure

In the event of any dispute, disagreement or conflict that may arise between CYBERWINGS and the Customer in relation to the formation, validity, performance, interpretation or termination of the Contract, the Parties shall endeavour to resolve it amicably, except in cases of urgency.

In particular, the Client may submit any complaint to CYBERWINGS at qualite@cyberwings.fr.

With regard to a Qualified Service, CYBERWINGS undertakes to process complaints within a maximum of one month (this period being extended to three months for complex requests, provided that the complexity has been substantiated within one month), excluding the waiting period for a response from the Client. In the absence of a response from the Client for more than one month, the complaint is closed and the Client is informed.

In accordance with the PASSI framework, CYBERWINGS records and processes complaints submitted by clients, beneficiaries and, more generally, any third party, and promptly informs ANSSI of any complaint relating to a Qualified Service as well as its handling.

12.3. Competent court

In the absence of an amicable settlement within one month of either Party notifying the other of a dispute, the matter may be referred to the Commercial Court of Marseille.

ARTICLE 13: ELECTRONIC SIGNATURE

In accordance with Articles 1366 et seq. of the Civil Code, the Parties have agreed to sign this Contract electronically, by affixing an electronic signature generated by Yousign.

Each Party acknowledges and agrees that the electronic signature of the Contract (i) ensures its integrity and validly identifies the Parties and (ii) consists of the use of a reliable identification method within the meaning of Article 1367 of the Civil Code and consequently ensures its link to the Contract to which it is attached. Each Party expressly acknowledges and agrees that the Contract signed using this electronic signature process:

- Is drawn up in a single digital copy, the requirement for multiple originals being deemed to be satisfied where the Contract is drawn up and retained in accordance with Articles 1366 and 1367 of the Civil Code, and where the method enables each Party to have a copy on a durable medium or to access it;
- Has the same probative value as a document signed by hand on paper;
- May be validly invoked against the Parties to seek its performance and compliance with its terms.