
General terms and conditions

**Please note that the terms & conditions of our services are governed by French law.
This is a translation provided in English for your information only.**

ALS is a service provider and the main activities are administrative help, property management and relocation services.

A/ General conditions

Payment

Subject to contrary agreement Aquitaine Lifestyle Solutions' fees have been established taking into account the number and experience of the personnel required, as well as the necessary level of competence and responsibility; the hourly rates are reviewed on a periodic basis. If necessary, all relevant travel costs will be billed; the current VAT rate will be added to fees and expenses.

All fees agreed upon between Aquitaine Lifestyle Solutions and the client means that the client must respect his/her obligations mentioned below.

If any delays or unexpected problems occur which do not fall under the responsibility of Aquitaine Lifestyle Solutions meaning that extra fees need to be charged, Aquitaine Lifestyle Solutions must inform the client and evaluate the consequences with him/her as soon as possible.

Client billing corresponding to the fees and expenses will be sent out each month and must be paid upon reception.

According to the law, any late payment (7 days) will result in Aquitaine Lifestyle Solutions billing penalties at the rate of 10%. Aquitaine Lifestyle Solutions also reserves the right to bill a flat fee of 40€ to cover collection costs. Aquitaine Lifestyle Solutions can also suspend the work until the bill has been paid in full without being made accountable. Aquitaine Lifestyle Solutions does not give discounts for early payment.

The cancellation of a service contract or an engagement letter from the customer after signature automatically entails an administrative fee of 25€ ttc.in addition to the invoicing of the time already spent on the files and possible disbursements.

All payment must be made by bank transfer; if exceptions may be made for payment by cheque, Aquitaine Lifestyle Solutions reserves the right to refuse this method of payment.

Service Provider Obligations

Aquitaine Lifestyle Solutions has an obligation of conduct which means that all services will be executed within the strict professional rules and regulations and according to the contract agreement. Aquitaine Lifestyle Solutions will make sure that all professionals executing the work have the necessary competence in order to deliver up to the quality standards.

Client obligations

So that Aquitaine Lifestyle Solutions is able to execute the service correctly, the Client:

- will give Aquitaine Lifestyle Solutions all the necessary information and documentation within the agreed time period without Aquitaine Lifestyle Solutions having to check that everything is complete and/or exact. Any omission or incorrect information on the client's behalf releases Aquitaine Lifestyle Solutions from their responsibilities.
- will take decisions within the timeframe and get buy off from hierarchy if necessary.

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- will designate a decision maker to correspond with Aquitaine Lifestyle Solutions.
- will ensure that they or key contacts are available throughout the service agreement.
- will warn Aquitaine Lifestyle Solutions directly about any issues relative to the services.

Information and Confidentiality

Aquitaine Lifestyle Solutions has legal obligations of professional secrecy and agrees not to divulge any confidential information given by the client. Confidential information covers any kind of information given, visually or orally on any kind of medium.

The obligations and restrictions do not apply to:

- confidential information communicated to other professionals, who also have legal obligations of professional secrecy, within the context of the agreed mission,
- information that must be communicated for legal or professional obligations or on request of any legal or regulatory authorities who have the right to request confidential information.

The Client recognizes and accepts:

- that both parties may, except for a request to the contrary, correspond and transfer documents via email on the internet network.
- that none of the parties are responsible for any capacity, dependability, access or security issues regarding emails.
- that Aquitaine Lifestyle Solutions is not responsible for any loss, damage, costs or prejudice incurred by the loss, lateness, interception, misuse or alteration of said emails.

Aquitaine Lifestyle Solutions complies with the European Data Protection Regulations of 25 May 2018 and therefore undertakes to collect and retain only data necessary for the proper execution of its contractual and legal obligations. The client has access, rectification and deletion rights to all data that concerns him. If the customer requests the deletion of his data, he will be informed of the correct execution of his request within 15 days; will be excluded from the deletion of data, those where the conservation is required by law.

Conflict of interest - Independence

In the event that there is a conflict of interest and/or independency issue during the execution of the services, Aquitaine Lifestyle Solutions will alert the client immediately and find the applicable solution with them in the respect of the regulations. More particularly if there is a modification of the regulations or professional rules which do not allow Aquitaine Lifestyle Solutions to complete the services, they will provide the result of the services to the client with any documents necessary for the work to be finished and to facilitate a 3rd party to take over.

Disclaimer

The entire responsibility of Aquitaine Lifestyle Solutions and their collaborators relative to any non-compliance, negligence or fault noted during the rendering of the services will be capped to the amount of the fees paid relating to questioned services, this covers any kind of claim (interest and expenses included) and independent of the number of actions, basis of claims or number of disputing parties.

These conditions do not apply to the responsibility in the case of death or injury, nor to any other responsibility that the law excludes or limits.

The responsibility of Aquitaine Lifestyle Solutions cannot be engaged in the following cases:

- following the non-compliance or deficiency of a product or service whose supply or delivery does not fall under their or one of their contractor's responsibility.

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- for any facts or information which are not relative to the services rendered or for future services.
- in the case of the services provided being used in a context or for a goal other than the one for which it was provided, for failure to comply with any recommendations from Aquitaine Lifestyle Solutions or in the absence of any reservations expressed by Aquitaine Lifestyle Solutions having been taken into account.

Neither Aquitaine Lifestyle Solutions nor his insurers are responsible for any indirect damages, loss of profits, benefits or any financial consequences related any actions brought against the client by a 3rd party.

Transferability – Subcontracting

Aquitaine Lifestyle Solutions reserves the right to sub-contract all or a part of the execution of the services to any service providers that deliver an equivalent level of service and qualification.

If Aquitaine Lifestyle Solutions requires any particular technical competence they will inform the client of the possibility of sub-contracting a part of the work. In this case these professionals will be responsible for the execution of the services confided to them and are required to keep any information that they receive confidential. Unless agreed otherwise, all fees for any sub-contractors will be billed by and paid to Aquitaine Lifestyle Solutions.

Solicitation and withdrawal period

In the event that this letter of mission should be considered as the result of an unsolicited proposition, the client benefits from a withdrawal period of 14 days, starting from the day the contract has been signed. During this period, the client is free to express purely and simply his/her renunciation in writing (registered letter with acknowledgement of receipt) according to the model below:

« I, the undersigned, (name forename) renounce the service agreement concluded the (date) with Aquitaine Lifestyle Solutions. » Date and Signature.

Any services already delivered or executed during this period at the client's request are due.

Claims

Any claims whether amicable or legal relating to the services rendered must be made known within a year of completion. The customer should address their complaint in writing to the following address: lieu-dit La Petite Métairie, 47120 Saint Pierre sur Dropt. Aquitaine Lifestyle Solutions has 10 days to acknowledge receipt of the complaint and two months from the date that the letter is received to give a reply.

In the case that an amicable solution cannot be found, both parties can contact the mediator **Centre de Médiation et d'Arbitrage de Paris** (CMAP):

- Through the online form available on the CMAP website at www.mediateur-conso.cmap.fr
- By email at consommation@cmap.fr
- By post at CMAP – Service Médiation de la consommation, 39 avenue Franklin Roosevelt, 75008 Paris

If no solutions are found the dispute may be brought before the relevant court.

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Independance

The execution of services does not in any way create an agency or company between the client and Aquitaine Lifestyle Solutions. Neither party may be bound or linked to the other.

Price list connected costs

basic hourly rate : administrative assistance 50€ ht; advice 70€ ht.
travel : 0,60€ ht. / km
simple translations : upon consultation
sworn translations : upon consultation
« lettre recommandée avec avis de réception » sent for the customer: 8€ ht.

B/ Administrative assistance and relocation services

Documents

Aquitaine Lifestyle Solutions will keep all original documents which have been given to them and will return them to the client upon request. All document, information or data given by the client remains their property. Aquitaine Lifestyle Solutions will only keep copies of the relative documents that are necessary to keep. The work documents prepared during the services belong to Aquitaine Lifestyle Solutions and are covered by the professional secrecy act.

Regulated professions

If any of the services come under a regulated activity such as:

- Asset management
- Insurance brokerage
- Financial and investment advice

Cabinet Drolshagen SASU, 303 Chemin de Puchon, 47120 Duras, France, RCS Agen 826 870 105 – Code APE 7022Z registered with l'ORIAS www.orias.fr under the n° 17003171 and insured by MMA Entreprise, RCP n° 118.263.166 will execute and be responsible for these services; if necessary, and conforming to legal obligations a letter of mission or a mandate will be signed between the client and Cabinet Drolshagen.

- Real estate transactions

Ficac Sarl, 7 rue Pierre Curie, 33400 Talence, RCS Bordeaux N° 498020940, Carte professionnel de transaction N°3301 2018 000 024 845 established CCI de Bordeaux, represented by Mme Yvonne Drolshagen will execute and be responsible for these services; conforming to legal obligations a mandate will be signed between the client and Ficac Sarl.

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C/ Property management

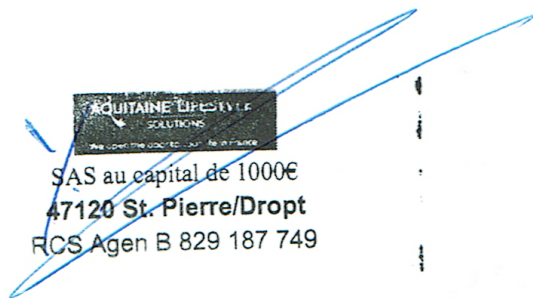
- The Client shall grant Aquitaine Lifestyle Solutions SAS access to the premises and its surroundings.
- Aquitaine Lifestyle Solutions SAS will supply their own standard cleaning equipment. If any specific equipment is required over and above the standard needs, the client will provide it.
- Aquitaine Lifestyle Solutions SAS will deliver finished services by 4pm on the day of the changeover.

Any emergency call-outs between 8h-20h Monday – Saturday are billed at 20€/hour plus VAT. Any emergency call-out between 20H-8H or Sundays are billed at 35€/hour plus VAT.

Aquitaine Lifestyle Solutions will inform the customer by 6pm on the first working day following the intervention of any extra costs, damages or breakages.

The terms & conditions for services rendered apply to all of the work and services that have been undertaken by the service provider hereby know as Aquitaine Lifestyle Solutions.

Fait à Saint Pierre sur Dropt le 17 décembre 2019



AQUITAINE LIFESTYLE
SOLUTIONS
SAS au capital de 1000€
47120 St. Pierre/Dropt
RCS Agen B 829 187 749