

Consulting Services Contract

Between:

Company name, represented by Name of the representative, in their capacity as Title of the representative, hereinafter referred to as “the Client”,

Address: Full address of the Client

Phone: Client’s phone number

Email: Client’s email address

And:

Adrien Damon Geosciences, represented by Adrien Damon, in their capacity as Consultant in geosciences, hereinafter referred to as “the Consultant”,

Address: 260 rue du Puech Radier, The Lab - ACMS INVEST, 34970 Lattes, France

Phone: +33 7 83 97 59 28

Email: management@adriendamon-geoconsulting.pro for matters relative to the contract, main@adriendamon-geoconsulting.pro for professional exchanges

Website: <https://adriendamon-geoconsulting.pro/>

Registered in France, SIREN 103315255, VAT not applicable



When the Client and the Consultant are referred to together, they are referred to as “the Parties”.

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Preamble

The Client wishes to benefit from the Consultant's services, and the Consultant agrees to provide such services in accordance with the terms and conditions set forth in this Contract.

Article 1: Purpose

The purpose of this Contract is to define the terms and conditions under which the Consultant will provide the Client with consulting services in **specify the consulting field**.

Article 2: Description of the Services

The Services to be provided by the Consultant are specified below and are referred to as "the Services". The Consultant undertakes to perform these Services with due care and professionalism.

- **Services**

Article 3: Term of the Contract

This Contract is entered into for a duration of **number of working days**, effective from the date of signature. See Article 4 for the organization of working days.

The Contract may be renewed by mutual agreement of the Parties.

Article 4: Organization of working days

Working hours and availability

When performing the Services remotely from the Montpellier metropolis, France, the Consultant will work between 10:00 AM and 5:00 PM (GMT/GMT+1, Paris time zone) on the days specified in Appendix 1. The Consultant will be available to the Client during such working hours on the agreed working days, except during its lunch break (see the following term). The Consultant may take a lunch break of up to one (1) hour whenever he needs, with due respect to the Services he provides. The Consultant have no obligation to be available outside of these working hours.

When performing the Services on-site during travel, the Consultant aligns its working hours, to a reasonable extent, with those of the Client for the purpose of facilitating effective interaction. Such alignment must respect the Consultant's reasonable working conditions, including adequate rest periods, a daily lunch break, reasonable daily start time allowing sufficient rest, and departure times permitting rest and evening meals.

Schedule adjustment

The Consultant reserves the right to reasonably adjust its working schedule in the event of a necessity for the management of his personal life, that of its child, or its companion (medical cause, imperative concerning the household, administrative imperative). In such circumstances, any affected working day will be postponed to a later date, of which the Client will be informed, and will not be cancelled. Such adjustment will therefore not affect the total amount of the Consulting Fees payable under this Contract (see Article 5).

Article 5: Definition of the total due and payment terms

Total due

The total amount payable by the Client under this Contract consists of:

- A daily fee of **daily consulting fee** € per day, in consideration for the Services provided by the Consultant, which represents a total fee of **amount of the total consulting fee** € for the **number of working days** for which the Contract is concluded (see Article 3). This total fee is referred to as "the Consulting Fee".

- All reimbursable expenses incurred by the Consultant in connection with the performance of the Services, in accordance with the following terms: reimbursable expenses include all reasonable and necessary out-of-pocket expenses incurred by the Consultant in the performance of the Services, including but not limited to transportation, accommodation, and meals. If applicable, accommodation for remote working from the Montpellier metropolis, France (rental of a workspace) is considered approved, with a daily cost of **daily cost of workspace rental** € per day, which represents a total of **total cost for the workspace rental over the contract duration** € for the **number of working days** for which the Contract is concluded (see Article 3). If applicable, travel between Montpellier, France and **cities of destination**, standard accommodation, reasonable meal expenses, local transport and parking are deemed approved. All of the mentioned expenses must be invoiced at cost, as incurred, and supported by appropriate documentation, with the acknowledgement that reimbursable expenses cannot be determined in advance. These are referred to as "the Reimbursable Expenses".

Payment terms

Consulting Fee and recurring Reimbursable Expenses

The Consultant invoices the Client on a monthly basis for the Consulting fee and recurring Reimbursable Expenses. Such invoices are issued on the first day of the month following the relevant billing period and are payable and due by the Client to the Consultant upon 14 net days following issuance by the Consultant. In the event that the duration of the Contract is less than one (1) net month, or if the remaining term of the Contract is less than one (1) net month, all such amounts are invoiced at the end of the Contract and are payable and due by the Client to the Consultant upon 14 net days following issuance by the Consultant.

Non-recurring Reimbursable Expenses

Non-recurring Reimbursable Expenses, are invoiced as incurred upon provision of the corresponding payment proof. The Client must reimburse the Consultant of such expenses promptly and in any event within 14 net days following issuance of the relevant invoice and corresponding payment proofs by the Consultant.

Payment method

All payments under this Contract will be made by SEPA bank transfer to the bank account designated by the Consultant below (professional bank account of the society Adrien Damon Geosciences, see Bank Account Details in Appendix 2). The Consultant will also provide the relevant bank details on its invoices and upon request from the Client. Payments will be made in accordance with the payment terms set out in Article 5. Should SEPA transfer not be available or practicable, the Client will ensure that payment is made by an alternative bank transfer method enabling the reception of the funds by the Consultant within the timeframes specified in Article 5.

Bank account details

Article 6: Late penalties

Any failure to meet the payment deadlines stipulated in Article 5 of this Contract results in financial penalties in the amount of 325 € per day of delay (equivalent to the daily consulting fee for a full net month contract).

Article 7: Obligations of the Parties

Each Party is responsible for fulfilling its respective obligations: **indicate the respective obligations of the Parties**.

Article 8: Confidentiality

The Consultant agrees to keep confidential all information and documents communicated by the Client. In order to preserve the numerical confidentiality of any information and document relative to the Client, the Consultant will use the dedicated End-to-End (E2E) encryption system provided by Proton AG (<https://proton.me/fr/business>) for mails, data transfer and storage, and video meetings.

Article 9: Termination

Either Party may terminate this Contract at any time upon one (1) month's prior written notice to the other Party. In such event, the Client remains liable for payment to the Consultant of the Consulting Fees for all working days performed by the Consultant up to the new effective date of termination, as well as for the reimbursement of all Reimbursable Expenses incurred during the same period. All such amounts are invoiced and must be paid by the Client to the Consultant in accordance with the payment terms set out in Articles 5 and 6, based on the effective termination date determined by the expiry of the notice period.

Article 10: Liability and limitation of liability

The Consultant shall perform the Services under this Contract as an obligation of means, and not as an obligation of result. The Consultant undertakes to exercise reasonable care, skill, and diligence in the performance of the Services.

The Consultant shall be liable solely for the services directly performed and the deliverables expressly produced under this Contract. The Consultant's role is strictly limited to the provision of data, analyses, and, where applicable, advisory input when explicitly requested by the Client. The Consultant does not have any decision-making authority. Any decisions taken by the Client, whether or not based on information, analyses, or recommendations provided by the Consultant, shall remain the sole and exclusive responsibility of the Client.

The Consultant shall not be liable for any use, implementation, interpretation, or reliance placed by the Client on the information, data, analyses, or recommendations provided under this Contract.

In particular, the Consultant shall not be liable for any direct or indirect consequences arising from decisions taken by the Client, including but not limited to operational, technical, environmental, regulatory, financial losses, loss of profit, business interruption, reputational damage, or any injury to persons or property.

In any event, and subject to mandatory legal provisions, the Consultant's total aggregate liability arising out of or in connection with this Contract, whether based on contract, tort (including negligence), breach of statutory duty, or otherwise, shall be strictly limited to ten percent (10%) of the Consulting Fee, excluding any Reimbursable Expense, actually paid by the Client under this Contract.

The limitations set forth herein shall not apply in cases of fraud (dol), wilful misconduct, or gross negligence (faute lourde) as defined under applicable French law.

Article 11: Governing Law and Jurisdiction

This Contract is governed by French law, and any dispute that cannot be resolved amicably shall be brought before the competent courts of Montpellier.

Executed in city, on date, in two original copies.

For the Client,

For the Consultant,