

General Terms and Conditions of Consulting Services



The Consultant

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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 General Terms and Conditions set forth in this Document.

Article 1: Purpose and Extent

The purpose of this Document is to define the General Terms and Conditions under which the Consultant will provide the Client with consulting services. Specific Terms and Conditions are defined in a dedicated document. In the event a dispute that cannot be resolved amicably, the General Terms and Conditions and the Specific Terms and Conditions shall both prevail and shall be submitted to the competent courts (see Article 6).

Article 2: Payment terms

Consulting Fee

The Consultant invoices the Client on a monthly basis for the Consulting fee. 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 Consulting Contract is less than one (1) net month, or if the remaining duration 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.

Reimbursable Expenses

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 will be made by SEPA bank transfer to the professional bank account of the society Adrien Damon Geosciences. Payments will be made in accordance with the payment terms set out in Article 2. 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 2.

Article 3: Late penalties

Any failure to meet the payment deadlines stipulated in Article 2 results in financial penalties in the amount of 10% of the daily Consulting Fee per day of delay.

Article 4: Confidentiality

The Consultant agrees and ensures 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 uses 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 5: Liability and limitation of liability

The Consultant shall perform the Services 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. 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 by the Consultant.

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 the Services provided by the Consultant shall be strictly limited to ten percent (10%) of the Consulting Fee, excluding any Reimbursable Expense, actually paid by the Client.

Article 6: Governing Law and Jurisdiction

The Terms and Conditions (General and Specific Conditions and Terms) are governed by the French law. Any dispute that cannot be resolved amicably shall be submitted, at the Consultant's discretion, to the competent courts of Montpellier or Paris in France, or to the competent courts in Switzerland.

