

# GENERAL CONDITIONS FOR AUDIT SERVICES

## 1. GENERAL

Unless otherwise agreement written, all audit proposals or assessments provided by HUMANISSUE to any person requesting its services and all contracts or other arrangements arising as a result will be governed by these Terms and Conditions and constitute the entire contract between the Customer and HUMANISSUE regarding the requested service. Unless otherwise agreed, no such amendment shall be valid unless it is in writing and signed by and on behalf of the client and HUMANISSUE.

## 2. DEFINITIONS

In these terms and conditions, the following terms shall have the following meanings: "Audit Program" means the document on the basis of which HUMANISSUE will conduct its audits and publish its conclusions. "Quote" means the document that describes the scope and fees for the services to be performed. "Customer" means any organization to which HUMANISSUE will provide the Services and will include Customer's successors and assigns. "Audit Report" means the audit report and, if applicable, a certificate, which will be provided by the Company to the client after completion of the services and any oral or written information provided to HUMANISSUE by the Client, which is equivalent to a commercial secret or which constitutes information that is confidential or commercially sensitive and that may not be available to other actors engaged in the same type of activities as the client. "Services / Services" means assisting with the design or improvement of the Customer Audit Program and assisting with the design or enhancement of customer support and / or audit training tools, such as: that, without restriction, audit checklists and / or client audits conducted by

HUMANISSUE using the Audit Program.

## 3. PROVISION OF SERVICES

a) HUMANISSUE undertakes to provide the services with the care and competence that can reasonably be expected of it, in accordance with the limits of the instructions received by the Client and the content of the Audit Program as defined in the implementation of evaluation audits.

b) The contents of the audit reports represent the verification by HUMANISSUE of the facts and documents existing at the time of the performance of the services only and within the limits of the instructions received and which only benefit the client, who is responsible for acting as he on the basis of these reports.

c) HUMANISSUE may delegate the performance of all or part of the services to an agent or a subcontractor and the customer authorizes HUMANISSUE to disclose all information necessary for the said realization to the agent or the subcontractor.

d) The customer acknowledges that HUMANISSUE, in providing these services, does not replace or relieve him or a third party of his obligations, nor assumes, abridges, aborts or undertakes to unload the customer of an obligation to a third party or a third party towards the customer.

## 4. CUSTOMER OBLIGATIONS

a) HUMANISSUE provide all necessary and required access to documents, codes of practice, records, information systems and customer installations, so that HUMANISSUE can provide the services.

b) Ensure that sufficient information, instructions and documents are provided in a timely

manner to enable the completion of the required services.

c) Allow all necessary access to HUMANISSUE representatives to the premises in which the Services will be performed, and take all necessary measures to eliminate or remedy all obstacles to, or interruption of, the performance of services.

d) Comply with HUMANISSUE's requests for interviews, meetings or discussions with employees and agents of any third party related to the Customer regarding matters relating to the Services, within the deadlines established by HUMANISSUE.

e) Provide, as appropriate, any equipment and personnel needed to perform the services.

f) In the event of late payment of the service, the penalty rate for late payment will be 12%.

## 5. APPLICABLE LAW AND COMPETENT JURISDICTION

The general conditions detailed in this document are governed by French law. In the event of a dispute arising between the Client and HUMANISSUE in connection with the interpretation of these terms or the performance of the contract, an amicable solution will be sought. Otherwise, the courts of the defendant will have sole jurisdiction to settle the dispute.

