

GENERAL TERMS AND CONDITIONS (GTC)

FM4ALL, SAS au capital de 30.000€

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Preamble

FM4ALL is a facility management company offering a comprehensive range of services to companies, enabling the management and optimization of their work environments. FM4ALL selects and coordinates specialized service providers to ensure the delivery of these services, acting as a single point of contact for its Clients.

Article 1. Purpose

These General Terms and Conditions (GTC) define the contractual terms applicable to the facility management services provided by FM4ALL to its Clients.

Article 2. Definitions

- Client: Any legal or natural person who has contracted with FM4ALL for the provision of Services.
- Services: All facility management services offered by FM4ALL, including but not limited to: the provision of office managers, cleaning services, supply of sanitary consumables, fire safety management, coffee machine management, coffee supply, water fountain management, and delivery of snacks, beverages, and fresh fruits. This list is not exhaustive.
- Contract: Agreement concluded between FM4ALL and the Client, including these GTC, the quote, and any other contractual document.
- Site: The location where the Services are performed.
- Supplier(s): Service providers selected and mandated by FM4ALL for the execution of the Services.

Article 3. Contract Formation

1. Order

The Client's order can be placed via the FM4ALL website, by phone, or by email. The order constitutes a firm offer from the Client.

2. Acceptance

The formation of the Contract is subject to the express acceptance of the order by FM4ALL, through written confirmation (email or letter).

3. Contractual Documents

In case of contradiction, the FM4ALL contractual documents prevail in the following order: 1) the specific conditions of the Contract, 2) the quote, 3) these GTC. Unless expressly agreed between the parties, these GTC will prevail over any other document external to FM4ALL.

4. Nature of Services

FM4ALL undertakes to coordinate and supervise the execution of the Services by the selected Suppliers. FM4ALL manages the administrative and operational follow-up of the Services, including the centralization of Supplier invoices and the issuance of a single invoice to the Client.

5. Obligations of FM4ALL

FM4ALL undertakes to:

- Select competent and reliable Suppliers.
- Ensure the coordination and follow-up of the Services.
- Centralize and verify Supplier invoices.
- Issue and send invoices to the Client.
- Respond to Client requests and complaints within a reasonable timeframe.

6. Obligations of the Client

The Client undertakes to:

- Provide FM4ALL with accurate and complete information regarding the Site, including its surface area (in m²), the number of occupants, and any other relevant data necessary for the preparation of the quotation and the proper execution of the Services.
- Grant reasonable access to the Site for FM4ALL's authorized Service Providers.
- For deliveries, provide a valid delivery address, the name and phone number of the delivery contact, and any necessary access codes.
- Notify FM4ALL at least two (2) months in advance in the event of a temporary summer closure or planned construction work.

- Be aware that any restricted access requiring special administrative procedures (badges, authorizations), paid parking (train stations, airports, etc.), or specific intervention conditions may incur additional charges.
- Pay the invoices issued by FM4ALL within the agreed deadlines.
- Be responsible for the accuracy of the information provided. In the case of incorrect or incomplete data, FM4ALL reserves the right to adjust the pricing in accordance with Article 6.7.

Article 4. Subcontracting

FM4ALL is authorized to subcontract all or part of the Services to Suppliers of its choice, remaining solely responsible to the Client for the proper execution of the subcontracted Services. The commercial conditions negotiated by FM4ALL with its Suppliers do not alter the rates contractually agreed with the Client, except in the event of a price adjustment provided for in article 6.6.

Article 5. Pricing and Payment Terms

1. Pricing

The prices of the Services are indicated in the quote and/or the Contract. They include the costs of Supplier services, FM4ALL's management fees, and its margin. FM4ALL's internal cost structure, including its margin, is part of its internal management and is not disclosed to the Client.

2. Invoicing

Billing is on a monthly basis, corresponding to one-twelfth of the annual contract amount, except for one-time services or specific requests from the Client, which will be subject to specific billing.

3. SEPA Direct Debit Payment with Schedule

Payment for services provided by FM4ALL is exclusively made by SEPA B2B direct debit.

5.3.1. SEPA B2B Direct Debit Mandate

Upon signing the Contract, the Client agrees to complete, sign, and return a SEPA B2B direct debit mandate to FM4ALL, along with the necessary bank information (IBAN and BIC) to set up the direct debits. This mandate authorizes FM4ALL to issue direct debit instructions to the Client's bank.

5.3.2. Invoicing and Direct Debit Schedule

An annual invoicing and direct debit schedule is established by FM4ALL and provided to the Client upon signing the Contract. This schedule specifies:

- The total annual subscription amount.
- The monthly direct debit amount, corresponding to one-twelfth of the annual amount.
- The dates of issuance of monthly invoices (before the 5th of each month).
- The due dates for direct debits, set for the 15th of each month or the next business day.

5.3.3. First Direct Debit

The first direct debit will take place on the due date specified in the schedule, following the contract start date.

5.3.4. Change of Bank Details

Any change in the Client's bank details must be notified to FM4ALL in writing with acknowledgment of receipt at least fifteen (15) working days before the next direct debit date. Otherwise, the Client will bear any bank fees incurred by this late change.

5.3.5. Mandate Révocation

The Client may revoke the SEPA B2B direct debit mandate at any time by written notification with acknowledgment of receipt to FM4ALL, subject to a thirty (30) day notice period. If the mandate is revoked by the Client without FM4ALL's written agreement for another payment method, all remaining amounts due under the annual subscription will become immediately payable.

5.3.6. Payment Incidents

In the event of a direct debit rejection by the Client's bank, FM4ALL will inform the Client by any means (email, phone, postal mail, etc.) as soon as possible.

Incident Fees

For the first direct debit rejection within the same contractual year, a fee of fifty euros (€50) will be charged to the Client as incident management fees. For subsequent rejections within the same contractual year, a fee of one hundred and fifty euros (€150) will be charged for each incident.

Consequences of Payment Incidents

Any payment incident will automatically and without prior notice entail:

- The immediate demand for all unpaid invoice amounts, including the incident fees mentioned above.
- The suspension, at FM4ALL's discretion, of ongoing services until full payment of the amounts due, including incident fees and, where applicable, late payment interest.

4. Late Payment and Late Fees

In accordance with Article L. 441-10 of the French Commercial Code, in the event of late payment, late fees will be automatically applied, without the need for a reminder, starting from the day following the invoice due date. The applicable interest rate is the legal interest rate in force, increased by 10 percentage points. A fixed compensation of forty euros (€40) for collection costs will also be due by right. After a formal notice that remains without effect within 8 days, FM4ALL reserves the right to suspend the execution of the Services until full payment of the amounts due.

5. Non-Payment

Any non-payment by the due date, characterized by the persistent non-settlement of amounts due despite reminders and formal notice, will automatically and without prior notice, result in the immediate demand for all outstanding amounts, as well as the suspension of ongoing services. FM4ALL also reserves the right to initiate any collection actions for the amounts due.

6. Price Revision

The prices may be revised on the anniversary date of the Contract, on January 1st and July 1st of each year, according to the following formula: $P1 = P0 \times (I1 / I0)$, where P1 is the new price, P0 is the initial price, I1 is the value of the ICHTrev-TS index at the revision date, and I0 is the value of this index at the Contract signing date.

7. Price Adjustment in Case of Incorrect Information

The prices offered by FM4ALL are based on the information provided by the Client during the quotation request. In case of discrepancies between the declared information and the actual Site conditions, FM4ALL reserves the right to adjust the prices based on the actual services provided. This adjustment will be communicated in writing to the Client and will be subject to an amendment to the Contract. Services already rendered will be invoiced based on actual quantities. For others, the Client will have 15 days to accept or reject this amendment. In case of refusal, the Parties may agree on a new assessment or terminate the Contract according to the terms set out in Article 7.

8. Changes to GTC and Platform Pricing Conditions

FM4ALL reserves the right to modify these GTC or the pricing conditions of its platform at any time. Any modification will take effect after written notification to the Client with a 1-month notice before application. In case of refusal by the Client, the contract will continue without any other consequence, under the previous conditions until the end of the current period. Any renewal of the contract or signing of an amendment will constitute acceptance of the new GTC and pricing conditions.

Article 6. Duration and Termination of the Contract

1. Initial Commitment Period

The Contract is concluded for an initial commitment period of 12 months. At the Client's request, this initial commitment period may be extended to 24, 36, 48, or 60 months to reduce costs on certain equipment and services. This initial commitment period, along with the associated pricing benefits, is specified in the quote and is binding.

2. Renewal

At the end of the initial commitment period, the Contract is automatically renewed for successive 12-month periods unless terminated by either Party by registered letter with acknowledgment of receipt, at least 3 months before the end of the current period.

3. Termination for Breach

In the event of a serious breach by one of the Parties of its contractual obligations, the other Party may terminate the Contract automatically, after a formal notice that remains without effect within 15 days, by registered letter with acknowledgment of receipt.

4. Early Termination

In the event of early termination of the Contract by the Client, notified by registered letter with acknowledgment of receipt, except in cases of force majeure as defined by French jurisprudence or FM4ALL's failure to fulfill its contractual obligations, the Client will be liable for an early termination fee. This fee is intended to cover the direct and indirect financial consequences of this termination for FM4ALL, including:

- Costs related to the cessation of services and the termination of contractual commitments with subcontractors.
- Administrative and management costs related to termination.
- Costs of resource immobilization, including time spent setting up and managing subcontractors.
- Reclassification or compensation costs for subcontractors, such as contract termination fees, new mission search costs, or lost income suffered by subcontractors due to termination.

The amount of this fee will be calculated as follows:

For service provisions:

- 3-month notice invoiced
- Flat-rate indemnity:
 - During the initial period: 30% of the remaining amount due until the end of this period, with a minimum of 1.5 months of invoicing minus any advance payments already made.

- During a renewed period: 15% of the remaining amount due, with a minimum of 1 month of invoicing, minus any advance payments already made by the Client.

For the loan, purchase, or provision of equipment (dispensers, machines, etc.):

- 3-month notice invoiced
- Flat-rate indemnity:
 - During the initial period: The client will be liable for 100% of the remaining amount due for this period.
 - During a renewed period: The client will be liable for 25% of the remaining amount due for the period with a minimum of 2 months of invoicing.

The Client acknowledges that the cost of equipment and services has been calculated based on amortization over the initial contract period to benefit from preferential conditions, as evidenced by the quote.

Those costs are maximums and can be reduced by FM4ALL as commercial gesture.

5. Consequences of Termination

Regardless of the reason for termination, amounts due to FM4ALL for services rendered up to the effective termination date will remain fully acquired by FM4ALL. Similarly, equipment provided by FM4ALL or its suppliers must be returned by the Client within 5 days of the effective termination date, in perfect working order, except for normal wear and tear.

In the event of non-return of the equipment within the specified period or in the event of damage upon return, FM4ALL will invoice the Client for the repair cost or, if necessary, the replacement cost of the equipment concerned, based on the new value minus an annual depreciation coefficient of 14%.

6. Early Termination by FM4ALL

FM4ALL reserves the right to terminate this Contract early, for convenience or economic reasons, subject to a 3-month notice period, notified to the Client by registered letter with acknowledgment of receipt. In the event of termination for convenience by FM4ALL, no compensation will be due by either Party, provided that contractual obligations are met until the effective termination date and that amounts due for services rendered are paid.

This notice period may be shortened if the Client:

- Fails to meet its payment obligations after a formal notice remains without effect.
- Hinders the execution of services by refusing access to the premises or not providing the necessary information for the proper execution of the contract.
- Adopts behavior detrimental to the smooth running of the services.

7. Non-Poaching and Non-Solicitation

Unless expressly agreed in writing by FM4ALL, the Client and any company under its direct or indirect control agree not to, for 6 months after receiving a quote, during the entire duration

of the Contract, and for a period of 12 months following its termination, regardless of the reason:

- Contract directly with a provider after receiving a quote from FM4ALL with this same provider.
- Solicit, hire, cause to be hired, or engage, in any form (including employment contracts, service contracts, independent collaboration) any employee, trainee, consultant, temporary worker, or provider of FM4ALL and its suppliers who participated in the execution of the Contract.
- Contract directly with an FM4ALL subcontractor who performed services on a Client site.

"Employee" means any person linked to FM4ALL or its providers by an employment contract, regardless of its nature (permanent, fixed-term, temporary, freelance, etc.). "Provider" refers to any physical or legal person linked to FM4ALL by a framework or service contract, freelance agreement, or commercial contract.

In the event of non-compliance with this clause, the Client agrees to pay FM4ALL a flat-rate indemnity of 15% of the last annual contract in force for this person or service, in addition to all legal fees incurred to enforce this right.

This indemnity is intended to compensate FM4ALL and its providers for the damage suffered due to the time spent developing its service offerings and advisory value, poaching costs, including recruitment, training costs, time spent selecting partners, purchases, and loss of know-how.

Article 7. Liability and Insurance

1. Liability

FM4ALL's liability is limited to direct and foreseeable damages resulting from proven fault on its part in the performance of its obligations. FM4ALL's liability is strictly limited to the amount of the annual value of the recurring services provided and capped at 500,000 Euros per incident and per year. Under no circumstances shall FM4ALL be liable for indirect damages, such as loss of profits, loss of data, or business disruptions.

2. Insurance

FM4ALL declares that it holds Professional Civil Liability Insurance with AXA France IARD under the policy number 11371254304 .

Article 8. Performance of Services and Claims

1. Quality of Services and FM4ALL's Obligations

FM4ALL selects qualified providers for the execution of services and undertakes to ensure their compliance with the requirements defined in the contract.

2. Reporting a Service Deficiency

Each service is subject to a best-effort obligation. In the event of a non-compliant or unperformed service, the Client must inform FM4ALL within 5 working days from the occurrence of the issue. FM4ALL will analyze the claim and take appropriate measures with the relevant provider.

3. Procedure for Handling Service Deficiencies

If a service is deemed non-compliant after analysis by FM4ALL, the following solutions may be offered to the Client, depending on the circumstances:

- Reperformance of the service at no additional cost (if a provider is available).
- A credit corresponding to the value of the unperformed service, usable on a future invoice.
- Replacement of the provider, if possible, under equivalent conditions.

Any claim must be accompanied by evidence (photos, written description of the problem, exchanges with the concerned provider, etc.). FM4ALL undertakes to handle the claim within 5 days after receipt of all supporting documents. Under no circumstances may the Client withhold payment due to an ongoing claim, under penalty of financial penalties of 10% of the amount due per month of delay.

4. Limitation of Liability

FM4ALL remains responsible for the proper coordination of subcontracted services but shall not be held liable for the faults or shortcomings of the subcontractor if reasonable corrective measures have been taken. The Client acknowledges that certain providers may be subject to operational and logistical constraints beyond FM4ALL's control.

Article 9. Force Majeure

Neither Party shall be held liable for the non-performance of its obligations in the event of force majeure, as defined by French jurisprudence.

Article 10. Confidentiality

Each Party undertakes to treat as confidential any commercial, technical, financial, or other information that it may become aware of in the course of the performance of the Contract.

Article 11. Personal Data

FM4ALL undertakes to comply with the applicable regulations on personal data protection, including the General Data Protection Regulation (GDPR). Personal data collected in the context of the Contract is processed for the purpose of performing the Services and managing the client relationship. The Client has the right to access, rectify, delete, and object to the processing of their data.

Document Archiving and Retention FM4ALL will archive all contractual documents and exchanged information on a reliable and durable medium, in accordance with the provisions of Article 1348 of the French Civil Code. These documents will be retained for a period of 5 years and may be consulted upon request by the Client, subject to proof of identity and the context of the request.

Article 12. Applicable Law and Dispute Resolution

1. Governing Law

This Contract is governed by French law.

2. Amicable Dispute Resolution

In the event of a dispute relating to the interpretation, execution, or validity of this Contract, the Parties agree to seek an amicable solution before any judicial or arbitration proceedings. The Party wishing to initiate an amicable procedure must notify its intention to the other Party by registered letter with acknowledgment of receipt, specifying the reasons for its request. The Parties agree to meet within 30 days of receiving this notification to attempt to reach an amicable agreement.

3. Mediation

If the attempt at amicable resolution fails, the Parties may agree to resort to a mediation procedure with an approved mediator. The choice of the mediator will be made by mutual agreement between the Parties. Mediation costs will be shared equally between the Parties, unless otherwise agreed.

4. Jurisdiction

In the absence of an amicable agreement or mediation, any dispute relating to the interpretation, execution, or validity of this Contract will be submitted to the exclusive jurisdiction of the competent courts of Paris.