

**Add some spark to your marketing and commercial development in France and abroad with emerod.**

## **Emerod General Sales Terms and Conditions**

### **1. INTRODUCTION**

**emerod** was created in 2007 by N. Lafrasse-van den Assem, with the goal of supporting you in your development in France and abroad.

In 2012, **emerod** developed EXPERTS in EUROPE, a hub of experts, with partners experienced in business development in **Germany, Belgium, the Netherlands, the UK, Italy, North Africa, USA&Canada**. The basic premise being that when starting a business in these countries, a **local expert is better integrated in the business world and local practices, making the entire process faster and more cost effective. This "team of two" is a partnership we use for optimum efficiency.**

We assist you in solidifying your goals with our services in marketing and commercial network development with **major customer accounts, distributors as well as presence in France and abroad.**

With us, you're in direct contact with operational experts who are in the market that interests you. This allows you to start your business activity faster.

We also provide:

- Managing Directors,
- Commercial Managers
- Export Managers

with our **skills** and true savoir-faire, acquired from our experience with important French and international companies, as well as from being entrepreneurs and independent contractors. We use this experience to navigate **all types of sometimes complex situations working with contacts** that can provide solutions.

Lastly, and very importantly, we are **highly aware of cultural differences within the business world**, and **guarantee excellent understanding and communication with headquarters**, because we speak **the very same language** as you.

### **2. OBJECTIVES**

Our goal is to assist you on-site, and also within the country where you wish to develop your business, aiming for sustainability, structure, effectiveness and continuity.

For the international development of companies, **emerod** offers a list of services that meet their needs for consulting, diagnostics, expertise, information, support and representation. Our list of services ("**Services**") available ("**Clients**") are laid out in our offer/ agreement.

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signed by the client and **emerod**. It specifies the terms and conditions for completing the order.

The purpose of this document is to establish the conditions applicable under the Contracts.

### **3. HOW OUR SERVICES WORK**

#### *a. Phase 1: Analyzing your company's needs*

We go to headquarters to discuss your needs and get a clear picture of what you do, the products and services you provide, your strengths and unique selling points. We get to know and understand your company, your area of expertise and expectations. This meeting takes place with general and commercial management, as well as any staff who will be working with us in next phases.

#### *b. Phase 2: Action plan and timeframe*

We write out your expectations and needs in an action plan. It includes action items, timeline, and established deadlines, as well as the financial cost of the project, which we then provide to the project leader. Then, of course, together we look at what you think of the project while always keeping in mind and respecting your company's personality and general strategy.

#### *c. Phase 3: Getting started on the order*

After both parties have agreed upon and signed the work order, they agree to undertake the project.

Downstream support is then provided, allowing us to determine the export strategy to be implemented: what it requires, the business plan, necessary financing, and the operational marketing elements necessary for us to assist you.

The upstream process is then ready to begin.

We will go through a selection process of companies that correspond to the strategy; our goal is to find a company that has both the possibility and desire to enter into a win-win partnership. This choice will be made by searching through our own networks, professional networks, internal and external profiles, and other networks selected based on their experience and market expertise.

#### *d. Phase 4: Planning and implementation*

As soon as the first steps have been taken, your company will be introduced to potential partner candidates, preferably on-site at the involved companies. Your company will be represented there, ideally with the project manager or another representative from your company.

#### *e. Phase 5: Consolidation*

In order to achieve commercial success, it is essential to follow up after initial contact. This is why we carefully follow up with new and established contacts; every company's objective is to increase sales. All follow-up activities are always offered at a fixed price.

The frequency with which we meet is determined in advance.

### **4. OUR RANGE OF SERVICES**

#### **a. Marketing and strategy**

All products or services for sale require a marketing concept and structured strategic plan. We do detailed market research studies which give you a clear idea of your competition's positioning, product strengths, and price. In order to present your company, we can make-

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up the correct documentation (a presentation of your company, all sales tools,..) according to the countries usage.

We also advise you on the implementation of your development strategy.

For your website, we know how to showcase and highlight the information that is most important to your customers and distributors. The final publication of your website is done by your webmaster.

**b. Industrial and commercial developments/establishing contact**

Do you need to validate your certification, or certify your products? Do you need to put strategic partnerships into place (distribution, authorizations, find an expert, logistics...)?

We know how to create long-term solutions.

We take care of establishing contact, assist with your prospects, and help with negotiations, follow-up and maintenance for the relationship for a determined period of time. Training on your products is also possible with these prospects, as well as client outsource service.

**c. Trade Fairs**

Need professionals to support you during a trade fair, or to unload during set up? We take care of all necessary tasks with the service provider, coordinate logistical details and handle sales materials for the fair.

**d. Press and Public Relations**

We can draw up a media plan adapted to your industry.

**f. Recruitment**

**g. Network development and management**

We find, connect you with, negotiate with, and manage your partners.

**5. Prices and Payment Conditions:**

The pricing corresponds to the proposal sent to you.

The services provided by **emerod** generate fixed expenses and commission, for which you must provide payment unless otherwise stipulated in the contracts. Besides these fees and commissions, the Client must reimburse **emerod**, for all transportation expenses, including toll fees, at a rate of €0,52c/km as well as lodging expenses incurred when working to fulfill an Order. The Client is also responsible for all other expenses related to the job, including external consulting expenses incurred with the Client's consent. All expense receipts will be provided to the Client. Unless otherwise specified within the contracts, the agreed-upon fees are payable as follows: half of the amount when the Contract is signed, or at the beginning of a phase, as a deposit—unless otherwise specified in the Order—which is non-refundable by **emerod**, even upon cancelation of a Contract by either one of the parties. The balance is to be paid after the final report has been submitted, upon receipt of the invoice. Over time, any unpaid amounts will sum-up with an interest fees of 2.5 times the legal interest rate.

Our conditions of payment are clearly specified in the order and should be deposited into **emerod's** account.

**5. GENERAL CONDITIONS:**

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### **5.1. Accepting the general conditions**

These general conditions, which have been expressly attached, are an integral part of the contracts. The signatures of both **emerod** and the Client on one or several Contracts, implies agreement on their part, of these terms and conditions.

### **5.2. TVA**

Our listed prices do not include VAT.

### **5.3. Validity of our prices**

Our pricing is valid for three months after the date listed at the top of the order

### **5.4. Confidentiality**

We guarantee that all information is treated with the utmost confidentiality, including with our partners from EXPERTSInEUROPE. We expect the same from our clients.

### **5.5. Overdue or missed payments**

All overdue payments exceeding the agreed-upon terms by two weeks will result in suspension of all activity, and a meeting with your director.

### **5.6. Obligations of both parties**

**emerod** commits to delivering all the services defined in the order, while always doing its best to optimize manpower, structural and technical services implemented in the contracts that have been accepted by the Company.

The Client Company commits to:

- Providing the documents and all other elements necessary to complete the job within the time limit.
- The participation of the head of the Company, effective at every stage of its development.

The company agrees to compensate and pay **emerod** and its partners from EXPERTSInEUROPE within the conditions established in the services.

#### **e. Conventions**

The general terms and conditions of the industry apply to all offers, proposals and orders, contracts and agreements of and with **emerod**.

### **5.7. Terms of Service**

**emerod** is committed to carrying out the services diligently and at the exclusive interest of the Client, according to the methods established in the Contract. **emerod** adapts services to the Client's situation and goals.

In cases where the first steps indicate a need for an extension or of redefining the Services, **emerod** will immediately notify the Client to discuss the conditions for going through with the Contract signed by both parties.

**emerod** is committed to reporting back regularly with the Client regarding the status of the services, and to designate a qualified representative from whom the Client may obtain any information they may need.

If, because the Client has not provided enough information or did not validate the due offer/information necessary to proceed with the Services within 10 days, then **emerod** will not be able to proceed with the work without investing more time and money than the agreed upon amount, **emerod** will then have the right to bill the Client for these corresponding fees and expenses, based on the most recent rates used in the profession.

### **5.8 Sub-contracting**

**emerod** reserves the right to outsource to deliver their Services.

In cases where the Services require the intervention of a lawyer or financial advisor,

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**emerod** will first get the approval of the Client. This intervention will have an estimate pre-approved by the client, who will incur the cost.

### **5.9. Responsibilities**

**emerod** is committed to the terms in its general conditions and in its contracts to deliver the services and to act according to the Client instructions, but cannot be held liable to the extent that it does not act in good faith or commits any serious or gross negligence in the delivery and performance of its Services.

**emerod** does not act as a legal, financial or accounting advisor. Therefore, **emerod** or its associates shall not incur any liability from legal, tax or accounting advice received from qualified third parties.

### **6. Duration**

It is specified in the proposal.

In specific cases where certain challenges may lead to exceeding the timeframe for carrying out our Services, which timeframe remain an indication, **emerod** will notify the Client immediately.

Except as otherwise stipulated in the Contract, the Client cannot terminate the final Contract with **emerod** before the agreed upon timeframe or the complete delivery of Services. Even if authorized, the termination of the Contract by the Client does not cancel out the previous commitments and contracts entered upon per the Client's request, and under the Client's name or on their behalf. Therefore, the Client must pay and compensate **emerod** for all costs incurred prior to the termination.

**emerod** has the full right to end the Contract in case of extenuating circumstances, or in cases where the information they need to deliver their Services are non-existent or unavailable.

### **6.1 Compensation**

In cases where **emerod** acts as an agent for the Client, and except for gross negligence by **emerod**, the Client is liable for paying **emerod** for all costs incurred by **emerod** or its employees in any capacity whatsoever, and in particular after found to be legally bound to pay damages and interest to third parties. The Client will also reimburse all court-related expenses incurred by **emerod** or its associates to secure their defense.

### **6.2- Applicable law, attribution jurisdiction**

Unless otherwise specified in the Contracts, these are governed by French law and any disputes arising from their interpretation and execution or from their termination will be settled amicably. If an agreement cannot be reached, jurisdiction will be conferred to the Commercial Court of Paris.

Read and approved, plus Company Stamp/Seal

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