

GENERAL TERMS AND CONDITIONS OF PURCHASE

A. General

1. Scope

- 1.1. These general terms and conditions of purchase (the “**GTP**”) govern the contractual relationships between:
 - Eurofins NSC Canada, Inc., duly incorporated and validly existing under the law of the Province of Ontario, having its registered office at 1120 Finch Avenue West, Suite 200, Toronto, ON M3L 3H7 (“**Eurofins**”); and
 - its suppliers and/or service providers (individually the “**Supplier**”), who become active in the context of their commercial activity. (Eurofins and Supplier, individually the “**Party**” and jointly the “**Parties**”)
- 1.2. This section A of the GTP applies (i) to any and all purchase of goods and/or equipment (the “**Products**”) from the Supplier by Eurofins and/or (ii) to any and all provision of services (the “**Services**”) by the Supplier to Eurofins and/ or (iii) to any and all licensing of software (the “**Software**”) (the Services, Products and Software being hereafter defined as the “**Articles**”).
- 1.3. Sections B, C and D of this GTP provide specifications for the purchase of Products, the provision of Services, the licensing or provision of Software Articles.

2. Essential conditions / Conclusion

- 2.1. These GTP are incorporated into and made an essential part of every contractual relationship between Eurofins and the Supplier regarding Articles (the “**Agreement**”).
- 2.2. An Agreement may be created by either of the following methods:
 - 2.2.1. Eurofins may issue an order to the Supplier, setting out Eurofins’ requirements and any other documents or frame-agreements specified in the order (the “**Order**”). The Agreement is made, and the Order shall become binding upon (i) the acceptance by the Supplier (either verbally, in writing, or by electronic order confirmation) or (ii) on provision of Services, and/or (iii) the supply of the Products and/or (iv) supply of Software, whichever is the earlier point in time.
 - 2.2.2. Alternatively, the Supplier may issue written offer, proposal or quotation regarding the Articles (the “**Offer**”). The Agreement is made upon the acceptance by Eurofins of Supplier’s Offer. Eurofins’ acceptance shall be in writing and can take the form of: (i) a purchase order signed by Eurofins, (ii) a quotation accepted in writing by Eurofins, or (iii) a contract signed by a representative of Eurofins. For the avoidance of doubt, no work shall be commenced until an offer of the Supplier is expressly accepted in writing by Eurofins.
- 2.3. General terms and conditions of business of the Supplier shall not apply nor shall they form part of the Agreement. A notice of objection regarding such general terms and conditions of the Supplier is herewith given. They shall only apply where so stipulated in the respective Agreement. Eurofins’ failure to object to conflicting, contrary or additional terms and conditions shall not be deemed as an acceptance by Eurofins of such terms and conditions or a waiver of the provisions hereof. The terms of this GTP shall control in the event of any inconsistency in any Agreement or document referred to or incorporated therein, or any terms provided by Supplier. The terms of this GTP may not be supplemented, amended, modified or otherwise changed except in writing and executed by all parties. Delivery of Products, provision of Services, or supply of Software constitutes Supplier’s acceptance of all terms and conditions in this GTP.

3. Information

- 3.1. The Supplier shall notify Eurofins if any of the instructions or information contained in the Order or the Offer, including these GTP, do not comply with applicable federal, state, provincial and local laws and regulations, or do not conform to the best practices in the industrial area (the “**Information**”).
- 3.2. All Information shall have been provided to Eurofins by the Supplier on the date of the Agreement or at such alternative date as may be agreed to by Eurofins in writing. In the event that Supplier fails to provide any necessary or relevant Information and such failure results in material damages to Eurofins, Eurofins will be entitled to terminate any Agreement immediately and without penalty and seek all available remedies, at law or in equity.

4. Duration

- 4.1. Agreements may:
- be of instantaneous performance (the “Instantaneous Performance Agreements”); or
 - provide for performance successively or in instalments (the “Successive Performance Agreements”).
- 4.2. Successive Performance Agreements with a fixed term period may be prolonged by mutual agreement of the Parties.

5. Price / Invoicing / Payment

5.1. Prices and price adjustment

- 5.1.1. Prices are fixed prices excluding any federal, state, provincial, local or foreign sales, use, value added, goods and services, or other similar taxes.
- 5.1.2. No cost can be charged to Eurofins for quotations, samples, trial shipments and specimen materials.
- 5.1.3. Prices shall include all costs in relation with the execution of the Agreement as well as any applicable taxes and/or duties and cover payment for all deliveries and services assigned to the Supplier (including notably the costs of preparing and packaging for shipment and the shipment costs).
- 5.1.4. Any additional costs of whatever nature require the prior written consent of Eurofins.
- 5.1.5. No advance payment will be made by Eurofins.
- 5.1.6. Where the total price of the Articles depends on time spent by the Supplier, the Supplier will offer its Articles under the form of either a non-revisable all-inclusive price or of a maximum number of hours or units at a non-revisable hourly rate or unit rate.
- 5.1.7. Without prejudice to the previous provisions, Eurofins shall immediately benefit from any price reduction implemented by the Supplier prior to the date of delivery of the Article.
- 5.1.8. If at any time during the Agreement, it comes to Eurofins’ attention that a lower (contracted or non-contracted) price was or is being charged by the Supplier, its affiliates or by any company related/associated to the Supplier worldwide, to any company related/associated to Eurofins or any Company acquired by Eurofins, for a similar or identical Article under similar or identical circumstances, the lower price will also apply to Eurofins. The Supplier, following receipt of the notification of such lower price from Eurofins, will (i) apply the lowest price to both Eurofins and such affiliate within ten (10) business days; and (ii) credit Eurofins and its affiliates the difference paid between the higher price and lowest price required, post-acquisition pursuant to this provision.
- 5.1.9. Upon Eurofins’ request, Supplier will provide an itemized report of all items purchased by Eurofins, i.e., historical sales with part number, item description, unit of measure, price per unit of measure, quantity purchased, manufacturer name and part number if distributed, in an Excel or compressed file format.
- 5.1.10. Upon Eurofins request, supplier will cooperate with Eurofins to provide a business review on a periodic basis and will provide escalation contacts (both email and telephone) to be utilized to assist with issues, notification, prioritization and other tasks as needed. Such information will be updated and kept current as appropriate.
- 5.1.11. Eurofins shall not be liable for any additional payment for variations of work to be done or Articles supplied in excess without a written request from Eurofins. Before an additional payment can be made, a complementary quotation or variation approved in writing by an authorized representative of Eurofins must be obtained by Supplier.
- 5.1.12. No payment shall constitute any admission by Eurofins as to proper performance by the Supplier of its obligations under the Agreement.
- 5.1.13. Without prejudice to other provisions of the GTP or the Agreement, changes of price, fees or rates as well as any change in the terms of payment (the “**Change**”) shall only apply to Successive Performance Agreements as of the first of January of each year (the “**Effective Date**”) provided that:
- the Supplier had informed Eurofins of the proposed Change at least three (3) months prior to the Effective Date; and
 - if Eurofins agreed to the Change prior to the Effective Date.

5.2. Invoices

- 5.2.1. All invoices must be sent to Eurofins at the email address specified in the Agreement, except as otherwise indicated in writing by Eurofins. Supplier shall follow Eurofins US and Canada General Invoicing Instructions provided to Supplier. Eurofins’ preferred payment method is by ACH/EFT transfer and Supplier shall complete such registration with Eurofins’ payment systems in order to facilitate such payments.
- 5.2.2. Unless otherwise agreed, invoices shall not be rendered by the Supplier until delivery of the Articles which are the subject of the Agreement.

5.2.3. Each invoice will, at minimum, include an invoice number, invoice date, Supplier's remittance address, offer/order number, Eurofins PO number, description of the Products/Services/Software, quantity, unit price, total price, Eurofins' full name, Eurofins' Vendor ID number and the Fed ID number of the Supplier, if any, along with any applicable tax identification number of the Supplier.

5.2.4. The Supplier acknowledges that invoices without PO number cannot be processed by Eurofins and will not be considered a valid invoice.

5.2.5. Supplier shall not include or add charges to any invoice without the prior written approval by Eurofins. In the case of any discrepancy, Supplier will issue Eurofins a credit note. If invoiced price is higher than agreed pricing, supplier will issue a price adjustment.

5.3. **Payment.**

5.3.1. Payment of all undisputed amounts shall be made within seventy-five (75) days after receipt of an acceptable invoice from Supplier (pursuant to Section A.5.2 above).

5.3.2. Eurofins' records will constitute sufficient proof of such payment, unless the Supplier is able to provide evidence to the contrary.

5.3.3. The Supplier hereby accepts that Eurofins may offset any sums due from the Supplier to Eurofins or to its affiliates against any sums Eurofins owes to the Supplier.

5.3.4. Eurofins may also withhold any sums owed by Eurofins to the Supplier if Eurofins or its affiliates has another claim against the Supplier, without such claim having to be related to the Agreement or the sums owed.

5.3.5. Eurofins shall have no obligation to pay any invoice received more than one (1) year after delivery of the Articles or completion of the Services.

5.4. **Payment Disputes.**

5.4.1. If Eurofins has a good faith dispute regarding any amount due on an invoice, Eurofins shall pay the amount not in dispute and may withhold the disputed amount pending resolution. No dispute shall be considered a "good faith" dispute unless Eurofins provides written notice of the dispute to Provider, giving reasonable detail as to the basis of the dispute. Provider and Eurofins shall use their good faith efforts to promptly resolve all such disputes. The parties shall seek to resolve any disputes expeditiously and in good faith, and Supplier shall continue to perform its obligations during any such dispute.

5.4.2. Supplier shall notify Eurofins in the event of any overpayment to Supplier (whether due to a duplicate charge, price or invoice mistake, or any other reason), and shall, within thirty (30) days, provide, at Eurofins discretion, either an invoice credit or a refund to Eurofins for the amount of such overpayment.

6. **Delivery**

6.1. The Articles shall be delivered or, in case of Services, performed on the date written in the Agreement (the "**Delivery Date**"). Agreed dates and deadlines are binding. Time is of the essence. When it comes to determining whether deliveries and services have been made or provided in a timely manner, the decisive point in time shall be the actual provision of the Articles. Changes to agreed dates and deadlines shall only be valid subject to Eurofins' written consent and Eurofins' agreement to modify any Delivery Date does not waive any claims for damages Eurofins may have resulting from such delayed delivery.

6.2. All Articles are provided with and accompanied by all information and instructions necessary for proper and safe use, including all information, documents and instructions required under any applicable law or regulation, as the case may be.

6.3. Delivery of Articles will be performed by the means and company agreed in the Agreement.

6.4. The Supplier shall immediately notify Eurofins, in writing, of any circumstances known or suspected that may cause a delay in delivery, stating the estimated period of delay.

6.5. In case of failure to deliver by the Delivery Date, unless agreed otherwise in writing, Eurofins is entitled to release itself from any obligation to accept and pay for the Articles. Eurofins, without limiting its other remedies, may use express delivery courier services and the difference between the express delivery courier services and the original transportation costs shall be paid by the Supplier. A failure to deliver by the Delivery Date shall give Eurofins the right to cancel all or part of the Articles under the respective Agreement, in either case without prejudice to its other rights and remedies and to purchase substitute Articles, and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure to perform.

- 6.6. Eurofins is responsible for preparing the destination facility in advance according to the specifications provided by and the schedule agreed with the Supplier upfront in writing. In case the Supplier notices deficiencies in Eurofins' preparation work, the Supplier shall notify Eurofins and provide additional specification and requirements. The Supplier will not be responsible to the extent any delays are caused as a result of a failure from Eurofins to meet these agreed-upon specifications.
- 6.7. In the event that the Supplier or any of its representatives negligently or wilfully breach the obligation to effect delivery of Articles on the Delivery Date, the Supplier shall be obliged to pay to Eurofins liquidated damages in the amount of 1% of overdue contractual value per each week, up to a maximum amount equal to 12% of the overdue contractual value; in which the foregoing represent the intention of the parties to provide a genuine pre-estimate of the minimum damages to be suffered by Eurofins in such event. The parties agree that the sums payable under this subsection 6.7 shall constitute liquidated damages and are not penalties, and are in addition to all other rights of Eurofins, including the right to declare Supplier to be in breach of the Agreement. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, and (ii) the amounts specified in this subsection bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probably loss likely to be incurred in connection with any failure by Supplier to deliver the Articles. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.
- 6.8. The Supplier is not entitled to make early and partial deliveries without prior written consent of Eurofins. If early and partial deliveries were nevertheless made, at Eurofins' discretion such deliveries may be returned at the Supplier's risk and expense. Eurofins reserves the right to keep the Articles shipped ahead of schedule and make payment as if the delivery was made per the delivery schedule.

7. Insurance

- 7.1. Unless otherwise specified by Eurofins in writing, Supplier shall maintain and cause Supplier's subcontractors to maintain during the term of this Order
- 7.1.1. Workers' compensation insurance as prescribed by the law of the state, province or nation in which any Services are performed;
- 7.1.2. Employer's liability insurance with limits of at least \$1,000,000 for each occurrence;
- 7.1.3. Errors and Omission insurance with limits of at least (i) \$1,000,000 or (ii) the total value of all active purchase orders, whichever is greater, per claim.
- 7.1.4. Automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least (i) \$1,000,000 or (ii) the total value of all active purchase orders, whichever is greater, per claim; and
- 7.1.5. Commercial General Liability ("CGL") insurance, including, without limitation, Blanket Contractual Liability and Broad Form Property Damage, with limits of (i) \$1,000,000 or (ii) the total value of all active purchase orders, whichever is greater, per claim.
- 7.2. All CGL and automobile liability insurance shall designate Eurofins, its affiliates, and its directors, officers, and employees (all referred to as "Eurofins") as additional insureds. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Supplier and Supplier's subcontractors shall furnish, prior to commencement of any order, certificates or adequate proof of the foregoing insurance, including, without limitation, endorsements and policies. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of Eurofins shall not be effective (1) for such period as the laws of the State in which this Order is to be performed prescribe or (2) until thirty (30) days after the insurer or Supplier gives written notice to Eurofins, whichever period is longer. Insurance companies providing coverage under this Order must be rated by A. M. Best with at least an A-rating. Supplier's obligation to obtain the foregoing insurance does not waive or release Supplier's liabilities or duties to indemnify under this GTP.

8. Transfer of title and transfer of risks

- 8.1. Unless otherwise provided in the Agreement, title to the Articles shall pass to Eurofins only upon receipt by Eurofins of the Products, Software and/or at the completion of the performance of the Services at the agreed place of delivery (the "**Transfer of Title**").
- 8.2. If the Articles relate to the supply of machinery and other mechanical, electrical and electronic equipment and software, including related consulting and implementation services, the Supplier is obliged to perform the test of the Article upon installation (herein Site Acceptance Test "**SAT**" and Functional Acceptance Test

“FAT”). The Supplier owns the equipment until the outcome of the test is positive, only then the Transfer of Title comes into effect. Notwithstanding the foregoing, Eurofins has the right to perform SAT and FAT tests in-house in Supplier’s representative presence.

9. Conformity

- 9.1. The Supplier warrants to Eurofins (the “**Warranty of Conformity**”) that all Products and Software, including the packaging and the labelling and any documents relating thereto (such as e.g. safety data sheets):
- conform to the Supplier’s specifications, designs, drawings, samples, symbols or other description;
 - conform to the specifications, drawings, samples, symbols or other description specified by Eurofins in the Agreement, if any;
 - conform in all respects with the requirements of any statutes, orders, regulations or by-laws from time to time in force, and bear the CE approval mark, if applicable;
 - are fit and suitable for the purpose intended;
 - be manufactured according to the state of the art as applicable at the time of Order;
 - be free and clear of all liens and encumbrances; and
 - are free from any defects.
- 9.2. In the event of nonconforming Articles, within three (3) months from receipt of the Articles by Eurofins, Eurofins shall notify Supplier, by any means of communication, of such nonconformity.
- 9.3. The Supplier shall, within ten (10) calendar days from the receipt of the nonconformity notice, at Eurofins’ choice, replace or repair all nonconforming Articles, at no cost to Eurofins.
- 9.4. All risk and transportation charges for return and delivery shall be borne by Supplier. The Supplier will reimburse Eurofins for all costs, expenses and damages incurred by Eurofins as a result of such nonconformity.
- 9.5. The Warranty of Conformity is in addition to all applicable statutory warranties and conditions and all other warranties specified herein, and in particular the Additional Warranty (as defined hereinafter), or in the Agreement or implied by law and shall survive acceptance and payment.
- 9.6. If the Supplier fails to accept return or repair of nonconforming Articles or fails promptly to replace the nonconforming Articles, Eurofins, without limiting its other rights, may, at Supplier’s expense, replace, correct or repair the nonconforming Articles itself or through a third party or terminate the Agreement and claim for the refund of the nonconforming Articles.

10. Additional Warranties

- 10.1. The Supplier grants an additional warranty on the Articles (the “**Additional Warranty**”) for a period of at least two (2) years starting on the Delivery Date (the “**Additional Warranty Period**”).
- 10.2. During the Additional Warranty Period, the Supplier undertakes to repair or exchange the Articles in the event of malfunction, mistake, latent or apparent defect, or failure of proper operation.
- 10.3. In the event any Article being inoperable during the warranty period for forty-eight (48) hours or more, the warranty period shall be extended for the duration of the inoperability of the Articles.
- 10.4. In any event, the Supplier will be liable for, and will bear all direct and indirect financial consequences of, any damages of whatsoever nature to persons and/or properties, as well as taking all appropriate actions required by any public authority or on a voluntary basis and regardless of the motivation, i.e. latent defect, nonconformity to a legal provision or regulation, safety defect, etc.
- 10.5. The Supplier also warrants the continued availability to Eurofins of materials, components and spare parts at normal market prices or an equivalent or better product (at the same price as the Product initially ordered/offered) for a period of ten (10) years as from the delivery date of the Products, but not longer than the usual lifetime of the Article.
- 10.6. If Eurofins has grounds for considering an employee of the Supplier or a third party retained by the Supplier performing Services to be unsuitable, the Supplier undertakes to replace such person as soon as possible. The costs relating to the replacement’s learning curve, up to a maximum of 15 working days, will be borne by the Supplier.

11. Foreign trade and payments law

- 11.1. The Supplier warrants that for the term of this Agreement, in relation to any applicable economic and trade sanctions imposed by the United Nations, the European Union, the United States of America, Canada or any other country, that:
- it is not the target of any applicable Economic Sanctions;

- to the best of its knowledge, it is not controlled or beneficially owned by any person subject to applicable Economic Sanctions;
 - it shall comply with all applicable Economic Sanctions Laws. Without limiting the generality of the foregoing, the Supplier shall not (i) directly or indirectly export, re-export, tranship or otherwise deliver the Articles or any portion of the Articles in violation of any applicable Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any applicable Economic Sanctions Law;
 - it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.
- 11.2. The Supplier shall indemnify Eurofins against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Supplier as a result of any breach of clause A.11.1 by the Supplier.
- 11.3. Without affecting any other right or remedy available to it, Eurofins may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause A.11.1, and the Supplier shall not be entitled to claim compensation or any further remuneration.
- For the purpose of this clause:
- **“Economic Sanctions”** means any economic sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, Canada, the United States of America or any other sovereign government.
 - **“Economic Sanctions Law”** means any law, regulation or decision enacting Economic Sanctions.
- 12. Compliance with applicable laws and regulations; ethical conduct**
- 12.1. The Products must comply with all applicable law and regulation without limitation, including but not limited to:
- the quality, composition, labelling and presentation of the Products;
 - applicable labor laws, in particular, regarding children work;
 - environmental laws and regulations.
- 12.2. The Supplier shall be responsible for ensuring that the Products comply with all federal, state, provincial, local and foreign laws relating to pollution or protection of human health or the environment including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, “Hazardous Materials”) into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder (“Environmental Laws”).
- 12.3. Supplier acknowledges that Eurofins prioritizes having the lowest environmental (during their entire life cycle) and the most positive social (no child labour, occupational health and safety, regulatory compliance) impact. Therefore, the Supplier shall comply with Eurofins’ Supplier Code of Ethics (<https://cdnmedia.eurofins.com/corporate-eurofins/media/12152996/20200106-v1-eurofins-supplier-code-of-ethics-final-27052020.pdf>;) and any applicable supply chain law (including the California Transparency in Supply Chains Act). The Supplier shall ensure, that subcontractors in the supply chain also comply with any applicable supply chain law and Eurofins’ Supplier Code of Ethics.
- 12.4. The Parties consider ethical conduct a prerequisite for successful business, and each Party has adopted policies to ensure both good internal governance and sound relationship with reliable third parties. In addition, each Party specifically undertakes to the other Party that:
- all of its commercial activities and processes relating to its business with the other Party fully comply, at all times, with all applicable laws, regulations, other legal requirements, norms and standards applicable in the markets where that Party operates and/or has contractual relationship(s) and, where applicable, with ISO 37001, the U.S. Foreign Corrupt Practices Act 1977 (“FCPA”), the Canada Corruption of Foreign Public Officials Act, UK Bribery Act 2010 and French Criminal Code as amended and supplemented by the Law No 2016-1691 of 9 December 2016 on transparency, the fight against corruption and modernisation of economic life (“Loi Sapin II”);
 - all of its transactions or import, export and re-export activities and processes relating to its business with the other Party will be conducted in full compliance with all applicable import and export control laws, regulations and policies, including but not limited to those promulgated by the U.S. Department of State

(such as the International Traffic in Arms Regulations (ITAR)) or the U.S. Department of Commerce, Bureau of Industry and Security (such as the Export Administration Regulations (EAR)), as well as, governmental trade restrictions and international sanctions, including where applicable, but not limited to, UN Security Council sanctions, the OFAC Sanctions Program and Lists (<https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>) and sanctions adopted by the United States, Canada, and the European Union (<https://sanctionsmap.eu/#/main>); and

- furthermore, Supplier shall at all times comply and cause its personnel to comply with the Eurofins Group Code of Ethics, the Eurofins Group Anti-Bribery Policy, the Eurofins Supplier Group Code of Ethics as well as other policies available for consultation at <https://www.eurofins.com/investor-relations/corporate-governance/eurofins-core-compliance-documents/>.

12.5. "Eurofins reserves the right to audit whether the Supplier is in compliance with obligations set forth this in clause A.12 via document based or on-site audits (directly or through its partners and/or independent auditors / audit companies). Supplier commits to fully cooperate with any such audit and will in particular accept on-site visits, provide access to relevant personnel and provide any documents reasonably requested in the course of the audit.

12.6. Any of the aforementioned provisions of this clause A.12 are considered material obligations, the breach of which might result in termination with immediate effect and may give rise to claim for damages, including but not limited to, reputational damages.

13. Intellectual property rights

13.1. The Supplier represents, warrants and guarantees that all required licenses in relation to the Articles are and shall remain valid and in full force and that the scope of such licenses shall properly cover the intended use of the Articles.

Such licenses shall include the right for Eurofins to transfer and to grant sublicenses, especially to its affiliates.

13.2. The Supplier represents, warrants and guarantees that the manufacture, delivery, sale, license and use of the Articles will not infringe any intellectual property rights (patents, trademarks, designs, copyrights or other similar registered or unregistered rights) of any third party. The Supplier further guarantees that Eurofins has the right to use and/or reproduce pictures of the Articles on any medium, including its internet website.

13.3. The Supplier covenants and undertakes that it will, upon Eurofins request, at the Supplier's expense, defend or assist in the defense of any suit or action that may be brought against Eurofins, its directors, officers, representatives, employees or affiliates (the "**Eurofins Indemnitees**"), for any infringement or claim thereof predicated upon the manufacture, delivery, use, licence or resale of Supplier's products.

13.4. The Supplier further covenants and undertakes to hold Eurofins or Eurofins Indemnitees harmless from all loss, damages or liability which may be incurred by Eurofins or Eurofins Indemnitees on account of any infringement or alleged infringement of intellectual property rights of any third party arising out of the use or sale of the Articles.

13.5. If Eurofins' use of the Articles provided by Supplier is enjoined based on an intellectual property infringement claims, Supplier shall, at its own expense, either procure for Eurofins the right to continue using the Articles or, after consulting with Eurofins and obtaining Eurofins' consent, replace or modify the Articles with substantially similar and functionally equivalent non-infringing Articles.

13.6. To the extent the Articles (other than Software Articles) delivered to Eurofins include or rely upon intellectual property of the Supplier, Eurofins shall be allowed to use Supplier's intellectual property, at no cost to Eurofins, for the purpose of using the Articles. For greater certainty, with respect to Software Articles the licenses granted under section D of this GTP shall apply.

14. Limitation of Liability / Indemnification

14.1. Unless otherwise provided in the Agreement, to the greatest extent permitted by law, Eurofins and Eurofins Indemnitees shall only be liable:

- if the Supplier can demonstrate a direct and immediate loss or damage caused by Eurofins' wilful misconduct within the framework of the Agreement; and
- if Eurofins has received written notice thereof no later than six (6) months after the Supplier's knowledge of the relevant claim.

14.2. To the greatest extent permitted by law, in no event shall Eurofins be liable towards the Supplier or third parties for (i) any business loss (including loss of profits, revenue, contracts, anticipated savings, data,

goodwill or wasted expenditure), or any indirect, incidental or consequential losses or damage, or (ii) any amount that exceeds, in the aggregate, the lesser of (x) the amount of fees paid under the applicable Order in the 12 month period immediately preceding the date of the event giving rise to the claim, or (y) \$50,000.

- 14.3. The Supplier shall hold harmless and unconditionally indemnify Eurofins and Eurofins Indemnitees and its partners to the full extent of any liability, loss, cost, claim, damage or expense including, but not limited to, reasonable attorneys' fees for the defence of all liabilities, costs, claims, damages and expenses by reason of any alleged or actual property damage or personal injury arising out of, as a result of, or in connection with the breach of any term of the GTP by the Supplier, the Services performed and/or the Products supplied under the Agreement and due to any act or omission of the Supplier or its employees, agents, subcontractors.

15. Force majeure

- 15.1. Neither Party shall be responsible for delays in delivery or performance because of intervention of any event that is unforeseeable by and/or beyond the reasonable control of such Party that prevents such part from performing its obligations under an Agreement (the "**Force Majeure**"). Cases of Force Majeure include but are not limited to: labor disputes, pandemic, epidemic, intervention of civil or military authorities, war or hostilities, declared or not declared, acts of terrorism, riots, natural disasters, fire, water damage, malfunction or interruption of the telecommunications network or of the electricity network.
- 15.2. In no event shall lack of finances be considered as a cause beyond the control of a Party.
- 15.3. The Party affected by the Force Majeure event shall give prompt notice thereof and, upon cessation of the Force Majeure event, take all reasonable actions to resume compliance with its obligations. If a delay in delivery or performance extends beyond sixty (60) calendar days, then either Party may terminate the Agreement.

16. Confidentiality

- 16.1. In this clause, "**Proprietary Information**" shall mean all information marked as confidential hereafter transmitted, regardless of how transmitted, directly or indirectly from Eurofins and received by the Supplier, including but not limited to the business, financial conditions, operations, assets, liabilities, technology, know-how, products, trade secrets, inventions, services, and other technical or business information related thereto and belonging to Eurofins, as well as any disclosed information whose nature makes it obvious that it is confidential. Proprietary Information shall also include the fact that information has been provided or discussions are taking place between the Parties, as well as the status and content of such discussions. Proprietary Information shall expressly include information which is derived through Supplier's observations of Eurofins' facilities or operations.
- 16.2. Proprietary Information disclosed by Eurofins to the Supplier shall be held in confidence by the Supplier and shall not be used, reverse engineered or disclosed to others or in any way exploited for the benefit of the Supplier other than its use by the Supplier solely with the aim of performing its obligations pursuant to this Agreement.
- 16.3. The Supplier shall not, either during the performance of the Agreement and for a period of 3 (three) years subsequent to its termination, without Eurofins' express, prior written permission, use or disclose Proprietary Information to any third party or to any of the Supplier's employees, directors, officers, legal representatives, affiliates, agents or advisers (jointly referred to as the "**Authorized Recipients**") except where strictly required for the sole purpose of the performance of Supplier's duties under the Agreement or in the event the Supplier is obliged to disclose Proprietary Information pursuant to the provisions of the applicable law, a court order or a legitimate request from the relevant authorities. The Supplier shall advise Authorized Recipients of the confidential nature and all such Authorized Recipients shall have agreed to safeguard it either under a separate confidentiality obligation, their employment or service contracts (in each case with terms substantially similar to the obligations set forth herein) or under a statutory duty of confidentiality.
- 16.4. The Supplier shall safeguard (and shall ensure that its Authorized Recipients safeguard) the Proprietary Information in a manner consistent with the protection of its own proprietary information of a similar nature, but in all cases using no less than a reasonable degree of care. Supplier shall be liable for its Authorized Recipient's compliance with this clause A.16.
- 16.5. The Supplier shall not, without the prior written consent of Eurofins, in any manner use Eurofins's logo, advertise or publish or issue any news release, or make any public announcement or deny or confirm the fact that Supplier has sold or contracted to sell the Articles to Eurofins.

- 16.6. The above will not affect the Supplier's rights to use or disclose Proprietary Information which the Supplier can demonstrate:
- at the date of its receipt, is part of the public domain or, after such date, becomes part of the public domain, through no fault or negligence of Supplier;
 - by contemporaneous written evidence that it was already in its possession from a source other than Eurofins at the date of its receipt;
 - has been disclosed to the Supplier without an apparent breach of a confidentiality obligation towards Eurofins; or
 - by contemporaneous written evidence that it was developed without benefit of the Proprietary Information disclosed hereunder by Eurofins before or after disclosure.
- 16.7. The Supplier shall return or destroy and will ensure that the Authorized Recipients shall return and destroy all Proprietary Information (including all copies, notes and/or extracts thereof) supplied by Eurofins upon request of Eurofins. Unless Eurofins advises the Supplier otherwise in writing, any analyses, compilations, technical drawings, studies or other documents incorporating or utilizing the Eurofins' Proprietary Information and prepared by the Supplier and its Authorized Recipients shall be destroyed or, in the case of digital or electronic media, deleted. This shall not apply to the extent Proprietary Information is kept in automated backup solutions where deletion would require unreasonable commercial efforts or as long as the Proprietary Information needs to be retained and archived by the Supplier due to regulatory or statutory obligations.

17. Termination of the Agreement

17.1. Termination without cause by Eurofins

- 17.1.1. Eurofins may terminate Successive Performance Agreements with a notice period of at least three (3) months by registered letter with receipt.
- 17.1.2. Upon receipt of such written notice from Eurofins, the Supplier agrees to stop all or part of the work relating to the Agreement to the extent specified in the notice.
- 17.1.3. In the event the Agreement is terminated, the Supplier is entitled to receive payment for the Products and Software delivered and/or of the Services performed at the price agreed in the Agreement (the "**Last Payment**") until the end of the notice period.
- 17.1.4. If the Last Payment is not determinable, Eurofins and the Supplier will agree upon an equitable adjustment of the price, provided that:
- such adjustment shall not exceed the total price agreed under the Agreement; and
 - no amount will be allowed for anticipated profit for performance not rendered.
- 17.1.5. The Supplier will not be entitled to claim for any damages against Eurofins in the event of termination of the Agreement.

17.2. Termination with immediate effect

- 17.2.1. Without prejudice of the above provisions as well as the provisions of applicable laws, each of the Parties may terminate in writing the Agreement with immediate effect and without incurring any liability in the event of the occurrence of an Event of Default (as defined hereinafter).
- 17.2.2. The following events constitute Events of Default for the non-breaching Party:
- breach of any provision of the Agreement arising out of wilful misconduct by one of the Parties and such breach is not cured within seven (7) calendar days after notice thereof is received by the breaching Party;
 - breach by one of the Parties of a substantial provision of the Agreement (such as, without limitation, the failure of the Supplier to deliver the Products or Software or to perform the Services within the time specified in the Agreement, breach of the confidentiality clause, IP rights clause, breach of the conformity and warranty clauses) and such breach is not cured within seven (7) calendar days after notice thereof is received by the Supplier;
 - the Supplier is in breach of a non-substantial provision of the Agreement and such breach is not cured within thirty (30) calendar days after notice thereof is received by the Supplier;
 - the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
 - one of the Parties ceases to conduct its operations in the normal course of business, including the inability to meet its obligations as they mature, or if any proceeding under any applicable bankruptcy or insolvency

laws is brought by or against the Supplier, or a receiver/trustee for the Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by the Supplier;

- breach of the confidentiality clause under clause A.16 herein.
- (each of these events being individually an “**Event of Default**”).

18. Assignment and set off rights of Supplier

- 18.1 The Supplier shall not assign the Agreement or any of its rights under the Agreement without the prior written consent of Eurofins.
- 18.2 The Supplier may not offset sums due from Eurofins to the Supplier’s affiliates against any sums Supplier owes to Eurofins.

19. Remedies and waivers

- 19.1. No failure by Eurofins to exercise, nor any delay by Eurofins, in exercising, any right or remedy hereunder, shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

20. Applicable law / jurisdiction

- 20.1. Unless otherwise agreed in writing between the Parties, the Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 20.2. The Supplier agrees that, unless otherwise provided in the Agreement, the courts Toronto, Ontario shall have exclusive jurisdiction to resolve any dispute, which may arise out of, or in connection with, the GTP and that accordingly any proceeding, suit or legal action arising out of, or in connection with, the GTP shall be brought in such courts. Each party consents to the jurisdiction of such courts, and waives any right it may have to a trial by jury in any such proceeding, suit or legal action. If the Parties agree to arbitration, such arbitration shall be administered by the American Arbitration Association in accordance with its International Arbitration Rules. The arbitration shall be conducted in the City of Toronto, Ontario, and the language of the arbitration shall be English.

21. Miscellaneous

- 21.1. The invalidity, illegality or unenforceability of any provision of the GTP and/or of the Agreement shall not affect the continuation in force of the remainder of the GTP and the Agreement.
- 21.2. The GTP may only be waived, altered, amended or modified in a frame-agreement signed by an authorized representative of Eurofins and the Supplier, that shall expressly specify that it prevails over these GTP, if any, failing which these GTP, will remain in force and will prevail over this Agreement.
- 21.3. Unless otherwise specified in the Agreement, each demand, notice or other communication to be made hereunder shall:
- be made in writing in the English language; and
 - be made to the following address:
 - Eurofins : Eurofins’ address as it appears above.
 - Supplier: Supplier’s address is as appears in the Agreement

B.

Specifications for Purchase of Products

1. General

The following provisions under this section B of this GTP apply in addition to clauses under section A of this GTP as and in so far the Agreement relates to the purchase of Products.

2. Delivery of Products

Delivery of Products shall be made according to DDP (Delivery Duty Paid) unless otherwise mutually agreed by the Parties. DDP shall have the meaning ascribed in the International Chamber of Commerce Incoterms 2020.

3. Packaging

- 3.1. The Products shall be correctly and sufficiently packed in an appropriate packaging and protect the Products in a proper manner from possible transport damages. The Products shall be marked with the order number, the net, gross weights, the Supplier name, the details of the contents shall be clearly marked on each

container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings.

- 3.2. The Supplier is responsible for any loss or damages, as well as for any missing Products arising from an inappropriate or improper packaging, labelling or marking. The Supplier shall indemnify and keep indemnified Eurofins against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which Eurofins may suffer or incur as a result of or in connection with any breach of this clause B.3.2 to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.
- 3.3. The Supplier shall, at its expense, obtain all necessary custom clearance, export licenses, approvals and authorizations required to ship and/or import or export the Products.

C

Specifications for Provision of Services

1. General

The following provisions under this section C of this GTP apply in addition to clauses under section A of this GTP as and in so far the Agreement relates to the provision of Services.

2. Performance of Services

- 2.1. The Supplier shall perform the Services strictly on or within the time agreed in the Agreement and in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of the Agreement and the highest standards of performance applicable to service providers in the industry for similar tasks and projects.
- 2.2. The Supplier's employees, agents and representatives (hereinafter collectively "**Employees**") performing Services shall at all times be under the Supplier's direction and control. Supplier shall pay all wages, salaries, and other amounts due its Employees in connection with performance under this Agreement, and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting.
- 2.3. Unless otherwise agreed, the Supplier shall perform the Services during Eurofins' regular working hours. However, Eurofins' may require the Supplier to perform Services outside such working hours. In that event, the Supplier will not be allowed to add a surcharge unless otherwise agreed in writing between the Parties.

3. Supplementary Work / Tender

- 3.1. Any supplementary work regarding the Services that is not planned in the original Agreement must be approved in advance and will be included in an additional written agreement. The additional agreement will be subject to the same terms as the original acceptance and must be approved in writing by an authorized representative of Eurofins. It is the responsibility of the Supplier to inform Eurofins as soon as the possibility of additional work not covered by the original Agreement arises. Without an additional agreement duly signed by Eurofins, any additional or supplementary work carried out by the Supplier will be considered to be part of the contract and will be covered by the amounts specified in the Agreement already signed. In these circumstances Eurofins will not be required to pay any additional payment. Supplementary work that has been necessary because of poor quality of service, mistakes or omissions from the Supplier will be undertaken by the Supplier even if the defects or omissions are noted after completion of any work or service.
- 3.2. Where a tender is requested from Supplier regarding the Services, in certain cases, a Supplier will be selected upon an estimated budget for various work spread out over a certain period. Eurofins will sign a frame agreement with the Supplier for the work to be carried out. These frame agreements should comply with the GTP. The Supplier will be obliged to provide quotation for each Service included in the global budget and to obtain the signed approval from Eurofins before starting work. A detailed quotation must be supplied to Eurofins for each Service indicating the non-revisable contract prices applicable for each item of the budget.
- 3.3. Each quotation will have to be approved by an authorized representative of Eurofins and will constitute an addendum to the frame agreement. In so far as the main Supplier who is the beneficiary of the frame agreement, subcontracts work (printing work for example) to another Supplier, Eurofins reserves the right to request tenders for this work and to select the most appropriate subcontractor. Eurofins will not be obliged

to obtain the approval of the main Supplier for either the selection of the subcontractors to be contacted, or on the chosen subcontractor to do the work.

- 3.4. Any subcontracted work without approval of a specific quotation by Eurofins will be the financial responsibility of the Supplier. It is specifically agreed that the approval by Eurofins of a master budget will not imply the approval of the cost of each item of the budget which will be required to have detailed estimates that allow competition between suppliers. Quotations from Suppliers must reach Eurofins no later than 15 days before the date of the approval of the quotation by Eurofins to assure the completion of the services required within the timeframe required.

D.

Specifications for Licensing or Provision of Software Articles

1. General

The following provisions under this section D of this GTP apply in addition to clauses under section A of this GTP as and in so far the Agreement relates to the licensing or provision of Software or Products or Services relating to information technology irrespective if Software and Products are stand alone or combined in any matter (jointly referred in this section D refereed as **"Software Articles"**) and regardless of whether the license is granted for a limited or unlimited time period and regardless of the licencing model (such as purchase, licence, software as a service – SaaS and similar subscription models).

2. License of Software Articles

- 2.1. The Supplier grants Eurofins for the time period agreed in the Agreement an irrevocable, worldwide and nonexclusive license to use the Software Articles, including storing, copying, maintaining and supporting the Software Articles (including any interfaces between the Software Articles and any third party hardware and software). The license includes but is not limited to (i) use or application of the Software Articles at a central process unit or other device, (ii) use of the Software Articles for test and development activities, (iii) processing and copying any documentation with respect to the Software Articles for use within Eurofins' organization, and (iv) preparing a reasonable number of copies for the benefit of use, tests, development, training, archiving, maintenance and back-up.
- 2.2. The license shall apply to the Software Articles and any versions, updates and upgrades to it provided to Eurofins, its manual (documentation) and any and all applications and functionalities created by the Software Articles.

3. Delivery of Software Articles

- 3.1. The Software Articles shall be delivered entirely complete and ready for use on the Delivery Date agreed in the Agreement.
- 3.2. Unless otherwise agreed in writing, if new Software Articles is delivered, the latest release of that Software Articles will be delivered. All tools that are required for sound operation, additional documentation and application software will also be delivered, even if that has not been agreed in so many words.

4. Maintenance

- 4.1. Supplier agrees that it will make available to Eurofins at no extra cost the full toolset necessary for performing Supplier's support/maintenance, including but not limited to full administrative access rights over the Software Articles.
- 4.2. Supplier agrees that Eurofins has the right to request at no extra cost changes on the Software Articles necessary to provide Eurofins with a toolset for maintenance and security processes including, but not limited to, remote access solution and security tools; Supplier will support Eurofins IT department at no extra cost in the necessary change management process in configuration, testing and tuning.
- 4.3. Supplier agrees that throughout the full agreed period of use of the Software Articles Eurofins shall have full access management on the Software Articles, including but not limited to full administrative access rights; during this period every transitive technical or logical rights reasonably necessary to perform the full control over the Software Articles will be granted.

5. Tests and safeguards

- 5.1. Supplier agrees that Eurofins has the right to process security tests on the Software Articles, including but not limited to vulnerability scans or penetration testing.
- 5.2. Supplier agrees to deliver upon Eurofins' request any existing reports of vulnerability scans to Eurofins and Eurofins has the right to use such reports (and any data contained therein) for evaluation of the Software Articles and for safeguarding Eurofins information security.

- 5.3. In the event that tests cannot be performed in a Eurofins environment, Supplier agrees to deliver to Eurofins any change testing reports performed in Supplier's testing environment; this shall include (but is not limited to) testing reports relating to operating systems upgrades and updates, security tools implementation., upgrades and updates.
- 5.4. Eurofins will not disclose the results of any security test to any third party, except to its affiliates, employees, consultants or contractors on a strict need-to-know basis, and solely for purposes of ensuring Eurofins information security.
- 5.5. Supplier agrees that nothing shall prevent Eurofins from setting up and maintaining physical, technical, and administrative safeguards on any of its IT systems (including the Software Articles), such as updates and patches to operating system and applications or firmware and driver updates. Such safeguards shall be at least at the level of industry standards in the cloud computing or on-premises services industry.

6. Appropriate measures, changes

- 6.1. Supplier will take appropriate measures to ensure that Supplier systems connecting to Eurofins systems and anything provided to Eurofins through such systems (including, not limited to the Software Articles) do not contain any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); or (ii) that would disable or impair the operation of Eurofins systems or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); or (iii) designed to or that could reasonably be used to permit a Party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) designed to or that could reasonably be used to permit a Party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other Party or any of its customers.
- 6.2. Data created by or resulting from Eurofins activities (the "**Eurofins Data**"), including but not limited to sales data, hosted, stored, or otherwise held by Supplier in the Software Articles or in any solution operated by Supplier, or on any device owned or in the custody of Supplier, its affiliates, employees, agents or contractors, will be encrypted. Supplier will not transmit, and will ensure that none of its affiliates, employees, agents or contractors transmit, any unencrypted Eurofins Data over the Internet or a wireless network, and will not store, and will ensure that none of its affiliates, employees, agents or contractors store, any Eurofins Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry standard encryption software.
- 6.3. The Supplier must not take an action or make a decision, including implementing changes in the Software Articles, which may adversely affect the function or performance of the Software Articles without first obtaining Eurofins written approval to such changes, which approval Eurofins may withhold at its absolute discretion. Supplier must move applications from non-production environments to the production environment in a controlled and documented manner, so that no unapproved changes are introduced into the applications during any such move.

7. Security Incident

- 7.1. In the event that Supplier becomes aware that the security of the Software Articles is adversely impacted, and this event subsequently affects or has the potential to affect control, integrity or confidentiality of Eurofins Data in the Software Articles (the "**Security Incident**"), the Supplier shall promptly (but in any case, not later than twenty-four (24) hours after becoming aware of such Security Incident):
- assess the nature and scope of the Security Incident;
 - assess the scope of Eurofins Data affected by the Security Incident (also assessing potential future impact of the Security Incident on Eurofins Data) and proactively share this assessment with Eurofins;
 - take appropriate steps to contain, control and stop the Security Incident" and,
 - collaborate with Eurofins and any other stakeholders as may be required in particular by providing relevant information that can be used to address and mitigate the impact of the Security Incident, subject to the limitations on information exchange imposed by statutory law and further subject to any request by law enforcement or other government agencies to withhold information exchange pending the completion of an investigation.

- 7.2. The Parties will share among themselves any information that subsequently becomes available which may be useful for mitigating and/or preventing any effects of the Security Incident.
- 7.3. Eurofins will not disclose any information relating to the Security Incident to any third party unless such disclosure is required by statutory law. However, Eurofins shall have the right to inform any of its contractual partners of a Security Incident to the extent such information is required under the respective legal relationship.
- 7.4. In the event of a Security Incident the Supplier agrees to establish a security intelligence exchange communication channel with Eurofins. If Supplier has deployed *Threat Intelligence*, Eurofins may request resulting *Threat Intelligence Data* to be shared. Eurofins uses *Threat Intelligence Data* for threat analysis and mitigation, customer support, Software/Articles management and improvement, and research and development. *Threat Intelligence Information* will only be exchanged to the extent permissible under applicable law, in particular data protection law.

8. Warranty and updates

- 8.1. Supplier warrants that the Software Articles comply with Eurofins approved IT standards as described in the Agreement or any other document defining such Eurofins approved IT standards that was made available to Supplier.
- 8.2. Supplier warrants that the Software Articles is free of any overt or covert communication channels (aka backdoors) other than such communication channels expressly specified and disclosed to Eurofins and agrees that Eurofins will be granted full control over every communication channel included in the Software Articles in accordance with information security industry-standards.
- 8.3. Supplier will make generally available to Eurofins updates in order to maintain functionality of the Software Articles in the state of the art and in the contractual intended manner, including but not limited to functionality and compatibility with new operational systems, maintain security of the Software Articles, correct errors and fix bugs. The Supplier shall provide those updates for the complete time period of the license granting but no longer than the expected lifetime of the Software Articles. The Supplier shall bear all direct and indirect financial consequences regarding the updates.

Executed by Eurofins

Date: _____

Name :
Title :

Executed by the Supplier For Acceptance and Acknowledgement

Date: _____

Name :
Title :