

NB. This rough translation from French to English of Riviera Property Assist's Conditions Générales de Vente is just for guidance only. Riviera Property Assist s.a.s is a French registered entity and in any case of legal interpretation the French version takes precedence.

SAS RIVIERA PROPERTY ASSIST

Simplified joint-stock company with a capital of 6,000 euros

Headquarters: Les Hauts de Breguiere D3

5 rue Paul Gaugin

06800 Cagnes-sur-Mer

R. Antibes No. 840 964 639

TERMS OF SALES

SAS RIVIERA PROPERTY SERVICES (hereinafter "RPA" or the "Company") is a company providing services and concierge services to professionals and individuals whose corporate purpose is the business intermediary activity. to the exclusion of all regulated activities, consisting in carrying out on behalf of one or more of its customers all requests, searches for partners and / or companies, searches and orders for all services and / or quotations from all governments, local authorities, public or private companies to facilitate the creation, implementation and development of the economic or patrimonial interests of its customers.

RPA does not provide property management services or rental management services.

RPA intervenes, according to the agreement of the Parties and according to the competences necessary for the supply of goods or services, as a direct service provider or as an intermediary in the context of a connection between customers and service providers or third party providers (hereinafter referred to as the "Services").

When the Company intervenes as an intermediary in the relationship between the customer and the third party providers and suppliers (hereinafter referred to as the "Service Providers and Third Party Suppliers"), it is then up to the customer to refer to the General Terms and Conditions of the said Providers. and Third Party Suppliers, in addition to these.

ARTICLE 1: PURPOSE AND APPLICATION OF THE TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale dated June 29, 2018 (hereinafter referred to as the "GTC") are intended to govern the terms and conditions applicable between the Company and its customers for the realization of the

Services performed either on an ad hoc basis, billed individually, either on a regular basis by the subscription of a fixed price (hereinafter referred to as the "Fixed Price Contract").

Any order for Services irrevocably implies acceptance by the customer of these GTC (accessible on the website www.rivierapropertyassist.com) notwithstanding the specific clauses that may appear in this order, unless these have been expressly accepted by the Society. Any waiver by the Company of one or more of these clauses does not affect the validity of the other clauses.

The customer declares to have read and accept the GSC before placing any order for Services.

ARTICLE 2: ORDER

2.1 Conditions applicable to all orders

Any order will not become final until it has been confirmed in writing by the Company electronically, after receipt of the order form dated, signed and transmitted by the customer to the Company by electronic means (at: [info @ rivierapropertyassist. com](mailto:info@rivierapropertyassist.com)) or by post. If the Services can not be carried out under the conditions envisaged at the time of the realization of the tariff proposal by the Company, the latter undertakes to put in place all means reasonably possible to formulate an alternative proposal to the customer. Alternative proposals will only be implemented after the customer's written agreement. In the absence of confirmation of the order by the Company within 48 hours or if no alternative solution is found or accepted by the customer, the order will be deemed not accepted without any compensation of any nature whatsoever can be requested by the customer. The benefit of the order is personal to the customer and can not be transferred to the benefit of a third party without the prior written consent of the Company.

Any request for modification or cancellation by the customer of an order confirmed by the Company, must take place at least three (3) calendar days before the start of the Services to be taken into consideration by the Company. It being specified that any request for modification remains subject to the appreciation and acceptance of the Company. Any request for modification or cancellation by the customer after the deadline defined in the previous paragraph may be rejected by the Company. In such a case, the price of the order will remain due by the customer and the sums already paid by the customer will not be returned in any case.

2.2 Special Conditions for Services for which the Company acts as an intermediary

The order of Services by the customer from the Company does not under any circumstances presume that the sale or the provision of service is carried out directly by the Company.

In spite of all the care taken by the Company, if the Company intervenes only as an intermediary or agent in the relationship between the customers and the Providers and Third Party Suppliers, the Company incurs no responsibility for the execution contract of sale and or delivery and delivery of products. The Company can not also be held liable for any damages of any kind whatsoever caused by Third Party Providers and Suppliers including delays in delivery / fulfillment or non-compliance of a product or service. . Delays of delivery / realization do not carry out neither cancellation nor modification of the order.

The customer will have to pay the cost of the products and services, as well as the commissions due to the Company and accepted by the customer, directly from the Providers and Third Party Suppliers. Invoices are issued by Third Party Providers and Suppliers to the order of the customer.

ARTICLE 3: RATES AND RULES

The Services will be invoiced on the basis of the rates defined in the tariff proposal established by the Company for the customer. Unless otherwise indicated, tariff proposals are valid for three (3) months. Beyond this deadline, a new tariff proposal may be established.

Any travel expenses will be charged in accordance with the most recent kilometric rate published by the tax authorities.

For services billed by the hour by the Company, every fifteen minutes started will be due in full.

Notwithstanding the preceding paragraph, the Company may have to modify the price of the Services (including within the framework of a Fixed Price Contract), particularly in the case where the VAT rate is modified. The client will be informed at least one (1) month before the changes take effect. In the event of disagreement, the customer will have the option to terminate the Contract to the flat rate without penalty of cancellation and without right to compensation within four (4) months after the entry into force of the modifications.

With the exception of the services performed under a fixed price contract, upon completion of the services, an invoice will be sent to the customer. After agreement of the Parties, the Services may be invoiced on a monthly basis in the event of regular or recurrent Services.

For any Fixed Price Contract, a monthly invoice will be sent to the customer at the end of the month for the Services performed during the month.

Invoices will be sent to the customer by email or, upon request, by post. Payment will be made upon receipt of invoice and no later than ten (10) days after the date of dispatch of the invoice. Payments can be made by check drawn on a French bank or bank transfer.

For invoices issued at the request of a client, in the name of a third party (real estate company for example), the principal and the third party are jointly and severally liable for the payment of these and the third party. execution of other commitments provided for in the GSC.

If payment is not made by the due date, late penalties will be applied at the current annual legal interest rate plus 7 points. For business customers and in accordance with Article D.441-5 of the French Commercial Code, any delay in payment automatically entails, in addition to the late payment penalties defined in this article, an obligation for the customer to pay a lump sum 40 € for collection costs.

All prices are exclusive of VAT, value added tax at the rate in effect at the time of delivery (currently at 20%), subject to different tax situation depending on the client's place of residence.

ARTICLE 4: RIGHT OF WITHDRAWAL IN CASE OF DISTANCE SALE

French law provides for a right of withdrawal to 14 days from the date of the order or validation of a tariff proposal made by internet, by correspondence or by telephone. During this period, the customer may cancel the order.

For this, it is appropriate to send an email to info@rivierapropertyassist.com or a postal mail to RPA at the following address: Riviera Property Assist SAS, Les Hauts de Breguiere D3, 5 rue Paul Gauguin, 06800 Cagnes-sur-Mer .

The Company will not be able to take into account any request for oral retraction. According to Article L121-20-13 of the Consumer Code, the customer has 14 days from the date of dispatch of his order to change his mind. During this period, the customer can change his mind and cancel his order without having to provide proof or explanation.

He will not be liable for any penalty or other charges. Any deposit paid to the order will be refunded in full, no later than 30 days after the notification of withdrawal (according to Article L121-20-1 of the Consumer Code). The service will not take effect until the expiry of this period of 14 days if the customer has not used his right to retract (according to Article L121-20-13 of the Consumer Code).

The Services ordered will take effect at the end of the withdrawal period. However, if he is certain that he does not wish to use his right of withdrawal and that he wants the Services to begin before this period of 14 days, the customer may expressly waive his right of withdrawal by indicating it in a handwritten manner. . From then on, the Services can start receiving the order form.

ARTICLE 5: TERMINATION

In the case of a Fixed Price Agreement, if it expressly provides for the possibility for the customer to prematurely terminate the Agreement to the Forfait, such termination may only occur after receipt by the Company of a termination of the Agreement to the Forfait by notification by registered mail with acknowledgment of receipt. In such a case, the termination of the Contract will be effective at the end of the month following receipt of the notification. The Services, subject of the Contract to the Package, will be carried out and invoiced until the effective date of the cancellation.

The Company reserves the right to terminate a Fixed Price Contract binding it to its customer at any time and without having to justify it, subject to a notice period of one month following notification by registered mail with acknowledgment of receipt. If sums have been committed by the customer for Services not yet realized, a refund will be made.

In the event of non-payment by the customer at the agreed dates in the Agreement to the Forfait, the Company may proceed to the termination of the Contract to the Package without any compensation being charged to it and without prejudice to any claim for damages by the Company and the penalties set out in section 3.

ARTICLE 6: LIABILITY AND INSURANCE

The customer expressly acknowledges that in the context of its Services, the Company is only bound by an obligation of means, whether for Services performed as a service provider or as a mere intermediary, and is in no way required to an obligation of result. As part of the Services performed by the Company as an intermediary, the Company can not be held liable for any dispute relating to the quality of the products or services delivered or performed by a Service Provider and Third Party Providers. Requests of any kind (claim, reservation or dispute, including warranty or non-compliance issues) relating to the products or services ordered under the mandate given to the Company must be sent directly by the customer to the Provider and Supplier. Third party concerned, without liability of the Company can not be engaged. If the client entrusts a set of keys to his property to the Company to perform a service in his absence, a discharge will be signed by the client so that the latter (1) declares not to have cash, jewelry or any other valuable object to its property and (2) releases the Company from any liability for damages that may result from the intervention or even temporary occupation, with respect to its property by third parties.

The Company has a safe in which are kept the keys of the customers.

Under no circumstances will the Company be liable to compensate for immaterial (consequential or non-consequential) or indirect damages, such as loss of use, loss of profits, market losses, commercial loss, loss of profits, etc. In any event, the liability of the Company shall be limited to direct material damage

caused by proven fault on its part and the amount of compensation, all inclusive, may not exceed 30% of the amount of the order concerned.

The Company holds a professional multi-risk insurance policy for the performance of its activity with the company _____ under the references _____.

ARTICLE 7: CUSTOMER'S DECLARATIONS

The customer declares to observe personally all the laws and regulations that apply to him.

In no event shall the Company be liable for the client's non-compliance with its legal or tax obligations, and the Company shall not dispense the client with any advice in this regard.

The customer declares to be covered by an appropriate insurance policy, in particular with regard to his civil liability towards third parties.

ARTICLE 8: PROTECTION OF INFORMATION AND PERSONAL DATA (CNIL)

The Company undertakes to protect and not disclose to third parties, except for the needs of the services and put in relation ordered by the customer, the information and personal data of the customer.

The personal information of the clients is kept for a duration which can not exceed five years, unless:

- The customer exercises his right to delete data concerning him, under the conditions described below;
- A longer shelf life is allowed or imposed under a legal or regulatory obligation.

During this period, the Company puts all means in place to ensure the confidentiality and security of the personal data of its customers, so as to prevent damage, erasure or access by unauthorized third parties.

Access to the personal data of the customers is strictly limited to the employees of the Company and the Provider and Third Party Provider authorized by the customer.

In accordance with the law "Informatique et Libertés" of 6 January 1978 as amended and the European Regulation n ° 2016/679 / EU of 27 April 2016 (applicable from 25 May 2018), the customer has the right of access, rectification, portability and erasure of data or limitation of treatment. The customer may also, for legitimate reasons, oppose the processing of data concerning him.

Subject to the production of a valid proof of identity, the customer can exercise

his rights by contacting the person responsible for processing at the following address: info@rivierapropertyassist.com.

For any additional information or complaint, you can contact the National Commission of Computing and Freedoms (more information on www.cnil.fr).

ARTICLE 9: APPLICABLE LAW AND JURISDICTION

By express agreement, these general conditions of sale are governed by French law.

The parties shall endeavor to resolve amicably any dispute as to the validity, interpretation or performance of their contractual relationship. In the absence of an amicable settlement, exclusive jurisdiction is given to the courts of the jurisdiction of the Court of Appeal of Aix-en-Provence.