

## General terms and conditions of Sales

### Preamble

These general terms and conditions of sale ("T&Cs") define the rights and obligations of Healthy Mind SAS with a share capital of 84 518,70 €, registered in R.C.S Paris under number 833 226 608 and having its head office at 11 rue de Lourmel 75015 Paris ("**Healthy Mind**") and any client (the "**Client**") ordering from Healthy Mind a virtual reality solution which includes software developed by Healthy Mind (the "**Software**") and which may also include hardware consisting of a virtual reality headset associated with an audio headset, a tablet and accessories.

In accordance with Article L. 441-6 of the French Commercial Code, the General Terms and Conditions of Sale and the unit price scale form an integral part of them.

### Article 1. Opposability of the general terms and conditions of sale

Any order subscription with Healthy Mind implies the Client's full and complete adherence to the GTC. Unless Healthy Mind has given its prior written consent, any contrary condition opposed by the Client shall not be binding on Healthy Mind. These GTC may be adapted within the framework of special conditions of sale negotiated with the Client.

### Article 2. Ordering

Any order subscription by the Client must be expressly accepted by Healthy Mind.

The Client undertakes to check the completeness and conformity of the information provided when ordering, especially concerning the unit price of the Software, hardware and services related to the Software (installation, training and support and maintenance) provided when ordering. It is specified that in the event of a contradiction between the price applicable in accordance with Article 7 and the unit price indicated by the Client at the time of ordering, the former shall prevail. Regarding elements of the order other than the unit price (reference of the Software, number of Software ordered, services and options, etc.), the Client's order as indicated at the time of subscription shall be deemed authentic.

Any request for modification or cancellation of an order must be objectively justified and must, subject to Healthy Mind's express acceptance, be notified in writing to Healthy Mind at least twenty (20) working days before the date of delivery of the Software. In the event of non-compliance with the mentioned deadline or in the event of Healthy Mind's refusal, the sale will be considered to have been completed and full payment of the order due regardless of the reason given by the Client to justify its request for modification or cancellation. In the event of acceptance of a modification or cancellation of an order within the above-mentioned period, Healthy Mind will invoice the Client for the costs and expenses incurred because of this modification or cancellation.

Healthy Mind reserves the right, at any time and without notice, to make any changes it deems necessary to its Software and the templates presented in its prospectuses or websites. In this respect, it is recalled that only the characteristics of the Product referred to in the order are contractual.

### Article 3. User License Agreement

The Software license will start on the date of delivery of the Software to the Client and shall remain in effect for the initial term of use stipulated in the order and for the entire extended term of use by renewal.

The license will be personal, non-exclusive, and will allow the Software to be used on a limited number of devices as specified in the order.

The rights granted to the Client include the rights to represent, privately or publicly, to distribute, distribute and distribute all or part of the Software, free of charge or against payment, to any public, by any means or process, present or future, and in particular by any means of electronic communication, cable and satellite, by radio, optical, wired, satellite, through networks (and in particular networks such as Internet, extranet, intranet), all computer processes, known or unknown to date, and the right to port the Software to other hardware, or to adapt it to other operating systems than those used or known on the date of entry into force of these GTC.

Client agrees not to use the Software after the expiration or termination of the license, excepted for perpetual license, and to uninstall the Software in accordance with the procedure communicated by Healthy Mind.

### Article 4. Configuration

The Client is responsible for the "Configuration" (designating all hardware, software, and electronic communications resources, under the Client's sole responsibility and allowing the Client to access and use the Software, excluding the Software itself allowing it to access and use the Software). The minimum system requirements of the Software are specified when ordering.

At the Client's request, Healthy Mind may provide additional recommendations, rent, or sell to the Client certain equipment (computer and/or virtual reality headsets, tablet, headphones, accessories, and protections) from suppliers, ranges, brands, and prices selected by Healthy Mind. Healthy Mind undertakes to supply the ordered equipment as soon as possible after the formal acceptance of the quotation by the Client. The rented or resold equipment will be provided with a warranty period associated with the duration of the service provided by Healthy Mind when the equipment is sold. Without associated service, the manufacturer's warranty and its duration apply for the resold equipment.

Delivery of the Software will only be scheduled once the Client confirms to Healthy Mind that the Configuration is in place. In the case of rental or resale of hardware, the hardware may be provided by Healthy Mind at the same time as the Software. The hardware will be sold permanently or rented for the period stipulated in the order form, starting on the day the hardware is delivered to the Client and for the entire period extended by renewal.

### Article 5. Order Delivery

Unless otherwise provided by contract, deliveries are made by delivery of the Software to the Client, free of postage and packaging for any order that can be delivered at a single point and on the same date, as specified when the order is placed. If the Client requests a delivery in several points and/or several dates, Healthy Mind reserves the right to invoice the Client a fixed sum of 100 € HT per delivery for logistics costs.

Healthy Mind undertakes to install the Software on the hardware covered by the Configuration and to provide training in the use of the Software for a period agreed at the time of ordering, on the Client's premises and for the Client's personnel, unless in case of equipment installed and training remotely.

### Article 6. Contractual guarantee for the benefit of the Client

The contractual warranty covers any malfunction of the Software directly related to a defect attributable to Healthy Mind in the design of the Software.

Except for specific warranty conditions expressly agreed between the Client and Healthy Mind, no contractual warranty will be due by Healthy Mind



when the malfunction is caused either by a breach of the prerequisites related to the Minimum Configuration defined in these GTC, or by a modification of the Software by the Client, or when the malfunction is due to a case of force majeure as defined in Article 13 below.

Under the guarantee, Healthy Mind undertakes to provide assistance to the Client from 9am to 6pm from Monday to Friday (except on public holidays) by email or by telephone to the address(es) and number(s) provided in the order.

Healthy Mind undertakes to respond to the request for assistance within a maximum of five (5) calendar days from the date of the request for assistance by telephone or email.

If Healthy Mind determines that the support request is related to a Software failure, Healthy Mind will intervene, remotely or on site if needed, to correct these Software failures as part of corrective maintenance. Issues related to hardware failures (hardware, virtual reality headset (display problem, power problem, audio problem, etc.), virtual reality headset sensors, virtual reality headset controllers) or third-party software problems (i.e., software other than the Healthy Mind Software, including the operating system used by the Client), are not covered by the support and maintenance services of the Agreement.

If the failure of the Software requires corrective maintenance, Healthy Mind undertakes to provide, within a maximum period of fifteen (15) business days from the confirmation of the need to initiate corrective maintenance, a corrected version of the Software via a SD card or a download link.

If this version corrected for the Client is not sufficient to solve the problem, Healthy Mind will intervene on site within fifteen (15) calendar days from this observation.

As part of ongoing maintenance, Healthy Mind undertakes to make available an update of its software at least once every year from the date of the Software delivery note.

#### **Article 7. Prices**

The Software, hardware and services are sold at the prices as communicated by Healthy Mind at the time of order. Prices are exclusive of tax and carriage and packaging. Any tax, levy, duty, or other service to be paid pursuant to French or transit country regulations shall be borne by the Client unless otherwise indicated by Healthy Mind.

#### **Article 8. Payment**

The Healthy Mind invoice is issued upon delivery of the Software or upon receipt of the order signed by the Client.

Payments are made by bank transfer. Payments by cheque are not allowed.

No discount will be granted in the event of early payment.

Unless otherwise specified in the order, the amounts due to Healthy Mind are to be paid 30 days from the date of issue of the invoice.

Any amount not paid on the due date indicated on the invoice shall automatically result in the application of penalties equal to an amount equal to three times the ECB rate plus ten (10) points, as well as, in accordance with Articles L. 441-6 and D. 441-5 of the French Commercial Code, a fixed indemnity of two hundred (200) euros for recovery costs. These penalties and the flat-rate compensation will be payable from the day following the payment date indicated on the invoice, without prior formal notice. When the total amount of the expenses incurred by Healthy Mind to obtain the recovery of its debt is higher than the amount of the mentioned fixed indemnity, Healthy Mind may request the Client, upon presentation of supporting documents, to reimburse in full said expenses.

Failure to pay by the due date of a term will also automatically lead, without prior formal notice and as of right, to the suspension of orders in progress,

without prejudice to any other course of action. In the event of non-payment, forty-eight (48) hours after a formal notice has remained unsuccessful, the contract may be terminated automatically by Healthy Mind, as well as any previous unpaid orders or orders not yet due.

Under no circumstances may payments be suspended, or the mutual claims of the parties be offset in any way without the prior written consent of each of the parties. Any partial payment shall be deducted first from the non-preferred part of the claim, and then from the sums for which the due date is the earliest.

#### **Article 9. Intellectual Property**

Healthy Mind is and remains the sole owner of the intellectual property rights to the Software. The granting of rights under the license does not entail any transfer of intellectual property to the Client.

Any use not expressly authorized by Healthy Mind, or by operation of law, is prohibited. In particular, the Client is prohibited from deleting, partially or totally modifying any existing information relating to copyright, trademark law and more generally to Healthy Mind's intellectual property rights affixed to the Software.

Healthy Mind is the owner of the intellectual property rights to the Healthy Mind brand and logo as well as to all its Software, images and photos related to them. The sale of the Software does not confer any prerogative on the Client over the intellectual property rights held by Healthy Mind.

Consequently, the Client undertakes to use the Healthy Mind trademarks and logo solely for the purpose of promoting the Healthy Mind Software to the exclusion of any other use. If the Client wishes to carry out a specific advertising of the Healthy Mind Software outside the scope of the usual promotion, he must first ensure that Healthy Mind has given its written consent.

The Client undertakes not to copy, disassemble, extract, modify or reproduce all or part of the Software and/or its components and documentation.

#### **Article 10. Contractual liability**

The Client undertakes, on delivery of the Software, to read the operating instructions of the products sold by Healthy Mind in its entirety, and to use the products according to the given operating instructions.

Healthy Mind's contractual liability for current and direct material damage suffered by the Client, for any cause whatsoever, may not exceed the total amount of sums collected by Healthy Mind excluding taxes for the supply of the Software during the year preceding the claim.

If Healthy Mind rent the equipment to the Client, the Client may not rent or give to a third party all or part of the equipped equipment unless otherwise agreed. The Client must keep the equipment free of all rights, registrations, pledges, and other securities. All replaced parts or accessories incorporated, which must not in any way harm the equipment, become the property of Healthy Mind by right and without compensation. The Client assumes full responsibility for the use of the rented equipment and for putting it into service, with the documents required by the regulations in force. The Client must fulfill all administrative and fiscal obligations, in particular the payment of all duties, taxes, and fees, and comply in all circumstances with the laws and regulations pertaining to the possession, use and circulation of the equipment. He is also solely responsible for the declarations and payments of all duties, taxes, and fees, particularly in the case of equipment that can be registered, as well as those relating to the movement of goods and to the vehicles themselves. Throughout the rental period, the Client is also responsible for the upkeep of the equipment to ensure that it is always in good working order. Healthy Mind may inspect the equipment or have it inspected and checked for proper operation. In the event of any damage to the equipment observed by Healthy Mind, the Client agrees to reimburse Healthy Mind in full for the damage observed by Healthy Mind within a



period of less than three months from the date of the observation and for a maximum amount of 1,000 euros excluding taxes per set of equipment required to run the Software.

Healthy Mind's contractual liability is strictly limited to the obligations expressly stipulated in these GTC and, where applicable, in the sales contract. All penalties and indemnities provided for therein shall be of a lump sum, full discharge and exclusive of any other sanction or compensation.

In any event, Healthy Mind cannot be held liable for material or immaterial damage consisting in the loss of data (or databases), programs, expected gains or savings, damage to the image or reputation.

In the event of recourse by third parties against the Client, Healthy Mind's liability, which would be admitted by a decision that has become final and binding, shall be limited with respect to the Client to the purchase price excluding tax of the Software subject to the recourse concerned.

Notwithstanding the foregoing, Healthy Mind may be held liable without limitation in cases where the law excludes any limitation.

It is specified that Healthy Mind is not required to repair any damage caused to the Client and/or any third party if such damage results from acts attributable to the Client and/or third parties, due to negligence, recklessness, fault, or non-compliance with the health and safety conditions of the equipment sold by Healthy Mind and indicated in the manufacturer's operating instructions provided by Healthy Mind on delivery, etc.

Similarly, Healthy Mind shall not be held liable for any harmful consequences resulting from the use by any person of technical documents drawn up by the Client and/or by third parties, recommendations or communications of any kind whatsoever issued by the Client and/or by third parties, without the prior and express agreement of Healthy Mind.

#### **Article 11. Remedies based on intellectual property rights**

Healthy Mind shall be fully liable in the event of a claim/recourse by a third party against the Client for any infringement of intellectual property rights attributable to Healthy Mind.

The Client shall inform Healthy Mind in writing and without delay of any action by third parties for infringement of their intellectual property rights because of Healthy Mind Software. The Client undertakes to fully cooperate with Healthy Mind.

No amicable settlement can be accepted by the Client without the express prior agreement of Healthy Mind. It is specified that the Client may not be compensated by Healthy Mind if the above-mentioned conditions are not met.

Healthy Mind may choose between (i) processing the claim and/or recourse of the third party in a way that allows it to continue marketing the Software concerned, (ii) replacing the Software concerned by other Software, (iii) modifying the Software to stop the disorder or (iv) resuming and refunding the Software concerned.

Healthy Mind is not obliged to indemnify the Client for any infringement of the intellectual property rights of a third party resulting from (i) Software manufactured by Healthy Mind according to the Client's specifications or specifications, (ii) the use of the Client's intellectual property rights, (iii) the non-conforming use or modification of the Software by the Client, or (iv) the combination of the Software with other Software by the Client without Healthy Mind's prior written consent.

#### **Article 12. Renewal**

When the present contract concerns the rental of the Software, the rental of hardware or the provision of services for a specific period, it will be automatically renewed for the same period, by application of the principle of tacit renewal, on the anniversary date appearing on the initial delivery

note, unless expressly terminated in accordance with the rules set out below.

At the time of renewal, the amount of the rental of the Software, the rental of the hardware or the services will be equal to the amount of the initial purchase order and invoiced on the above-mentioned anniversary date. The invoice will be paid according to the payment terms detailed in Article 8 above.

This contract may be terminated by the Client one month prior to the date of its expiration by registered letter with acknowledgement of receipt sent by mail or e-mail with acknowledgement of receipt, using the following contact information:

Mail: Healthy Mind, Timothée Cabanne, 187 rue du Chevaleret, 75013 Paris  
Email: [contact@healthymind.fr](mailto:contact@healthymind.fr)

#### **Article 13. Force majeure**

Healthy Mind cannot be held liable - in accordance with article 1218 of the Civil Code - for the non-performance of its obligations under these GTC if such non-performance is due to the occurrence of a case of force majeure. Cases of force majeure include, but are not limited to, fires, floods, epidemics, natural disasters, strikes, lockouts, raw material shortages, unavoidable accidents, government regulations, wars, riots, and insurrections.

#### **Article 14. Confidentiality**

For the purposes of this article, information of any kind communicated in any way whatsoever (orally, in writing or otherwise) directly or indirectly by Healthy Mind, its employees, agents or servants of the Client, its employees, agents or servants, on the occasion of or for the purposes of these GTC (hereinafter referred to as the "Confidential Information") shall be considered confidential: the source code of the Software, technical information, know-how, ideas, inventions, concepts, software, equipment information, design, drawings, specifications, technical procedures, systems, models, data, source codes, object codes, documentation, diagrams, flowcharts, R&D, plans or business opportunities, Software, projects, prototypes, procedures, procedures and information related to finance, costs, prices, suppliers, Clients and employees.

Information that has been made public through the will of Healthy Mind is not considered Confidential Information. The Client undertakes not to disclose Healthy Mind's Confidential Information without its prior written consent unless such disclosure is required by government entities, law, or court order.

The Client undertakes to ensure that this confidentiality clause is respected by its employees, agents, and agents.

#### **Article 15. Miscellaneous**

**15.1. Entirety** - The invalidity of all or part of a provision of the GTC due to a change in legislation or a court decision shall not affect the validity of the remaining provisions. In the event of the invalidity of one of the clauses of these GTCs due to a change in legislation or a court decision, the other clauses shall remain valid.

**15.2. Modification** - Healthy Mind reserves the right to unilaterally modify these Terms and Conditions at any time. This change will be notified to the Client by registered letter with acknowledgement of receipt or by e-mail one (1) month before the effective application of this change.

**15.3. Non-Waiver** - The fact that Healthy Mind does not require the Client to perform any of its obligations under these T&Cs at any time shall not in any way affect Healthy Mind's right to require its performance at any time thereafter nor shall it constitute a waiver by Healthy Mind of any other breach of the same or any other provision.



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**15.4. Jurisdiction - Applicable law** - All commercial relations between Healthy Mind and the Client shall be governed by French law. Any dispute relating to these GTC shall be submitted, in the absence of an amicable agreement, to the jurisdiction of the Paris Commercial Court, even in the event of a warranty claim or multiple defendants.