



SERVICE PROVIDER Contract Individual / Association / Company

Customer needs

BETWEEN THE UNDERSIGNED :

Service provision contract

1. **WebJetClouds**, SASU, whose registered office is located at 6 Rue d'Armaillé, registered in the Trade and Companies Register under number 952460152 RCS Paris, represented by Alexon Balanguin in his capacity as Chairman, duly authorised;

Hereinafter referred to as the "**Service Provider**";

AND

2.

.....
.....
.....
.....

Hereinafter referred to as the "**Customer**";

The Service Provider and the Customer are hereinafter referred to together as the "**Parties**" or, either of them, as a "**Party**".

IT BEING RECALLED THAT :

The Service Provider is a consultant, webmaster and developer. The Customer wished to use the Services of the Provider. To this end, the Service Provider sent a quotation to the Customer (attached as an Appendix to this Agreement), which the Customer accepted. To this end, the Customer signed an order form (set out in the Appendix to this Agreement) from the Service Provider. In these circumstances, the Service Provider and the Customer have entered into this contract for the provision of services (the "**Contract**") in order to define and agree the terms and conditions of the Service Provider's services to the Customer.

IT HAS BEEN AGREED AS FOLLOWS:

Article 1 - Purpose of the Contract and tasks of the service provider

The purpose of this Contract is to provide consultancy services, as defined below:

- Consultant
- Webmaster in Wordpress and Joomla set up Website showcase, CV and professional possibility to build a site E-Commerce, LMS, Social Networks, Freelancer, Blog and artist, musician or DJ
- Developer for a Webjetclouds project to build a showcase site for individuals or professionals and associations
- Natural referencing, mainly SEO for an audit or scan crawlIT outsourcing of private or dedicated servers (hereinafter referred to as the "**Mission**")
 1. The Service Provider undertakes to the Customer to carry out the Mission as defined in Article 1 of this Agreement with the utmost professionalism, to comply with the applicable legal and regulatory provisions and to comply with the applicable standards and procedures. The Service Provider undertakes to mobilise the technical resources necessary for the performance of the Assignment which it thus undertakes to provide, it being agreed, where necessary, that the Service Provider shall have sole control over the definition of the resources allocated to the performance of the Assignment without the Customer being able to interfere in any way whatsoever in this choice.
 2. The Customer undertakes to cooperate fully with the Service Provider in order to facilitate the Service Provider's operations and the proper performance of these Terms and Conditions as much as possible and, to this end, in particular:

Article 2 - Terms and conditions of the assignment

- Not to do anything or allow anything to be done that might prevent the Service Provider from carrying out the contract.
mission or to make it more difficult or onerous, subject to the Customer's protection of his interests;
- Transmit to the Service Provider in good time all the information necessary for the Service Provider to carry out its Mission in the best possible conditions;
- Inform the Service Provider in good time of any decision, element or clarification likely to have an impact on the Mission.

Article 3 - Reporting

The Service Provider undertakes to keep the Customer informed of the progress of the Assignment by means of reporting in the following manner: If a problem is encountered, it will be reported and an important note will be taken.

Article 4 - Use of results

The results of the Assignment will be under the full control of the Customer, as from the full payment of the service when due and the Customer will be able to dispose of them as it sees fit. The Service Provider, for its part, undertakes not to mention the results in question or to use them in any way whatsoever, unless it obtains the Customer's prior written authorisation (it being specified, where necessary, that this stipulation does not prevent the Service Provider from freely using its own knowhow).

Article 5 - Pre-contractual information

The Service Provider has ascertained the Customer's requirements and, prior to entering into the Agreement, has informed the Customer of the essential characteristics of the service to be provided, which the Customer acknowledges.

It also provided the necessary advice to the Customer to assess the usefulness of the service under the Mission.

Article 6 - Duration of the Contract

The Contract takes effect on/...../It is concluded for a period of 3 months from its date. to take effect.

It will be renewed by tacit agreement for the same term, unless one of the Parties gives notice of termination to the other at least 1 month before its expiry date.

Without prejudice to the liability of either of the Parties in the event of defective performance of the Contract, it is expressly agreed that no compensation on either side will be due solely as a result of the termination of the Contract.

The Service Provider undertakes to provide the services under the Mission in accordance with the following timetable:

- Fees supported by the final Clokify software.

Article 7 - Early termination of the Contract

In the event of a breach by one of the Parties of one of its essential obligations expressly provided for in the Contract, the other Party may notify the other Party of the breach and of its wish to terminate the Contract early.

This notification, equivalent to formal notice, must refer to the present clause, specify the breach in question and be sent by registered letter with acknowledgement of receipt. Such notification shall be irrevocably presumed to have been received on the date of the first presentation of the aforementioned registered letter at the domicile or registered office of the Party concerned indicated herein.

Unless the breach is remedied or the Parties reach an agreement, termination of the Contract will take effect after the expiry of a notice period of 15 days from receipt of the notification referred to above.

Article 8 - Remuneration of the Service Provider and payment of remuneration

In return for performing the services under the Mission, the Service Provider will be entitled to remuneration based on the time spent on the services calculated on the basis of a rate of **€20** excluding tax per hour. All payments will give rise to a headed invoice drawn up by the Service Provider containing all the legal information in force.

Payment will be made according to the following schedule:

As soon as the mission has been successfully completed.

Payment by the Customer for the services provided under the Mission shall be made by the following means(s) of payment:

Credit card, bank transfer, cheque.

The Service Provider shall also be entitled, at the same time as his remuneration, to reimbursement of the expenses incurred in the performance of the Assignment, approved in advance by the Customer and on production of the corresponding receipts.

Article 9 - Intuit Personae - Subcontracting

The Contract may not be transferred in whole or in part by one Party (including in the event of a merger or similar transaction), whether for consideration or free of charge, without the prior written agreement of the other Party.

The Service Provider may not subcontract all or part of the Services without the Customer's prior written consent. Unless expressly agreed by the Customer, no subcontracting of all or part of the Engagement authorised by the Customer shall have the effect of relieving the Service Provider of its obligations and/or liability under the Agreement.

Article 10 - Declaration of mutual independence

The relationship established between the Customer and the Supplier is that of independent and autonomous companies. Nothing in the Agreement shall be construed as giving either Party the power to direct the activities of the other Party or to control the other Party in any way. The Agreement relates solely to the purpose set out in Clause 1 and does not contain any form or intention of constituting a de jure or de facto company, as the Parties have no affectio societatis. The Service Provider may organise itself freely in the performance of the Agreement, insofar as there is no subordination relationship between the Parties but only a contractual relationship of a commercial nature.

Neither Party may, moreover, be considered as the representative of the other Party in any capacity whatsoever or in any manner whatsoever, unless it has been given a specific, express and prior mandate in writing by the other Party.

It is expressly agreed that the Contract is specific and that none of its stipulations may give rise to claims other than those arising from the obligations expressly provided for in the Contract.

This Agreement does not authorise the Service Provider to bind the Customer to any third party insofar as it does not include any mandate.

Lastly, it is specified, where necessary, that the Customer will be free to follow or not follow any recommendations made by the Service Provider.

Article 11 - Declarations by the Parties

Each of the Parties declares :

- Have full legal capacity,
- That there are no obstacles to entering into the Contract.
- Exist validly and regularly under the law to which it is subject,
- Carry out its activities in compliance with the applicable regulations,
- That the conclusion of the Contract does not contravene any legal, regulatory, professional or contractual obligation binding on it,
- That the person signing the Contract on its behalf has full authority to do so and that the Contract is validly and regularly enforceable against it.

Article 12 - Undeclared work

12.1. Pursuant to the law on illegal employment and its implementing decrees, the Service Provider certifies that, in the event that it uses one or more employees or one or more service providers to perform the services provided hereunder, the services covered by the Contract will be performed by employees duly recruited or service providers duly and regularly employed.

12.2. In addition, in the event that the Service Provider uses employees to perform the Agreement, the Service Provider undertakes, from the time of their recruitment and every six (6) months until the end of the performance of the Agreement, to provide the Customer with all the documents required under Article D. 8222-5 of the French Employment Code and in particular:

- A certificate of provision of social declarations from the social protection body responsible for collecting the contributions due, dated less than six (6) months ago;
- A sworn statement that, on the date of the certificate, all compulsory tax returns have been filed with the tax authorities;
- An extract from the Provider's entry in the trade and companies register;
- A sworn statement that the work will be carried out by employees legally employed under Articles L.1221-10 et seq., L.3243-1 et seq. and R.3243-3 et seq. of the French Labour Code.

Article 13 - Liability - Insurance

Each of the Parties shall be responsible for the proper performance of its obligations hereunder. The Service Provider shall remain solely liable for the acts of its employees, if any. The Service Provider shall only be liable for direct damage caused to the Customer resulting from its fault or negligence (excluding any case of force majeure or use of the service by the Customer that does not comply with the Service Provider's recommendations).

Each of the Parties therefore undertakes to inform the other without delay of any delay or failure in the performance of the Contract or of the tasks provided for in the Contract that it identifies, so as to avoid any prejudice to anyone.

The Service Provider declares that it has taken out professional indemnity insurance covering its activities and in particular the Mission.

Article 14 - Exclusion of warranty

The Service Provider excludes all warranties other than the legal warranties provided by the law in force applicable to the provision of services under the Contract.

The applicable legal guarantee shall not apply in the event of non-payment by the Customer of services under the Contract.

Article 15 - Obligation of confidentiality

The Service Provider undertakes to treat as confidential and not to use or communicate, except for the purposes of the performance of the Agreement, any information, whether of a commercial, strategic, operational, financial, legal, organisational, accounting, tax, administrative or other nature, relating to the Customer, the Customer's business, its achievements and projects and the operations and projects which are the subject of the Engagement, whether this information has been communicated orally, in writing or in electronic form by the Customer or to which the Service Provider has had access in the course of or in connection with the Agreement.

The obligations referred to in this Article shall be valid for the duration of the Contract and shall continue even after the Contract has expired, for whatever reason, for a period of 5 years from the expiry of the Contract.

At the end of the Contract, the Service Provider shall return to the Customer all data, information and databases, on whatever medium, relating to the Assignment, entrusted to it by the Customer.

Article 16 - General provisions

16.1. Good faith and cooperation

The Parties undertake always to behave towards each other as loyal partners acting in good faith and, in particular, to inform each other of any difficulties they may encounter in the performance of the Contract and to cooperate in the proper performance of the Contract.

16.2. Modification of the Contract

No subsequent document, no modification of the Contract in any form whatsoever shall be effective between the Parties unless it takes the form of an amendment duly dated and signed by them.

16.3. Nullity

If any of the stipulations of the Contract are found to be null and void with regard to a rule of law in force or a judicial decision that has become final, it will then be deemed to be unwritten, without this resulting in the nullity of the Contract or altering the validity of its other stipulations.

16.4. Disclaimer

Any waiver, for whatever length of time, of the right to invoke the existence or total or partial breach of any of the clauses of the Contract may not constitute a modification or deletion of the said clause or a waiver of the right to invoke previous, concomitant or subsequent validations of the same clause or other clauses. Such a waiver will only be effective if it is expressed in writing and signed by the person duly authorised to do so.

16.5. Direct debit

For the performance of the entire Contract and its consequences, the Beneficiary and the Provider elect domicile at their addresses as mentioned in their appearances above.

Any change of address and any notification under the Contract by one of the Parties will only be enforceable against the other if it is made (i) by registered letter with acknowledgement of receipt or (ii) by hand-delivered letter against receipt, it being specified that any notification will be presumed to have been received in the first case on the date of first presentation of the said letter at the address of the Party concerned and in the second case on the date of hand-delivery.

16.6. Applicable law - Settlement of disputes

The Contract is governed by French law.

Any disputes that may arise between the Parties relating to the conclusion, performance or interpretation of the Contract will be submitted to the competent courts. Signedin Three original copies,
The/...../.....

Customer's signature

Seller's signature

Service provider's signature

Appendices

- Copy of the Service Provider's quotation accepted by the Customer
- Copy of the Customer order form
- Copy of the Information to be completed to adapt a request for quotation
- Once completed, please send us by post or e-mail
- In the field of personal services, a contract is not necessary
- If it is not sold by a salesman or saleswoman only two originals are needed
- As soon as the contract is validated and the project finalised by the President of WebJetClouds