

GENERAL RENTAL CONDITIONS**Definitions:**

- **“Property”** means the real estate subject to the stay reservation and is described in the Special Conditions.
- **“Client”** means the holder of the reservation and representative of the group of persons making the reservation. The use of the plural “Clients” refers to all members of the group. The Client is designated in the Special Conditions.
- **“Owner”** means the person or persons holding a property right over the Property subject to the reservation. The Owner is represented by Utlibri.
- **“Reservation”** means the reservation made by the Client for the purpose of a tourist stay within the Property and during the period defined in the Special Conditions.
- **“Stay”** means the period covered by the reservation made by the Client and for which this contract has been concluded.
- **“Utlibri”** means the company Utlibri, a simplified single-member company (SASU) with a share capital of €4,000, having its registered office at VENELLES (13770), 302 rue de la Gare - France, registered with the Trade and Companies Register of AIX-EN-PROVENCE under number 933 822 967 R.C.S; Tel: +33 6 19 07 84 48; Email: contact@utlibri.com. The company Utlibri is the representative of the owner of the Property designated in the Special Conditions and acts in its name and on its behalf.

1. General Rental Conditions

This contract is composed of general conditions and special conditions, supplemented by annexes, all of these contractual documents forming an indivisible whole.

These General Conditions, together with the Special Conditions and their annexes, as well as all the content of the Utlibri website, www.utlibri.com, constitute the rules and regulations applicable when renting a property from Utlibri.

By confirming the reservation and making payment, the Client expressly acknowledges having read and accepted all of the General Conditions, the Special Conditions and the Utlibri Privacy Policy.

The Client thus declares that they are informed of their rights and obligations in the context of the rental of a property through Utlibri.

2. Designation of a Client holding the Reservation / Group making the reservation

The Client holding the Reservation, who represents the group of Clients intended to carry out a Stay in the Property, is designated in the Special Conditions. The Client shall be solely responsible for any breaches of this contract and for any damage caused to the Property towards Utlibri and the Owner, even if these are attributable to other Clients of the group, for whom they are responsible and guarantee. The Client holding the Reservation shall be the designated contact in their exchanges with Utlibri, in particular for any communication necessary concerning the schedule and the Reservation.

Utlibri shall not be held liable for any commitment made by the Client holding the Reservation in the name and on behalf of the group without the consent of each member of the group.

3. Designation of the Property

The Property subject to the Reservation is designated in the Special Conditions.

The Client shall ensure respect for the peace and quiet of other occupants and neighbors. The Client shall enjoy the Property with its annexes and dependencies in a reasonable manner and shall ensure respect for the rights of third parties and neighbors, in particular with regard to vehicle parking, the use of games or sound devices and, more generally, the reasonable use of the premises.

Furniture Equipment: this rental is granted furnished; the list of furniture is annexed to this contract and the inventory shall be checked by the Client upon arrival.

It is specified that the Client shall remain solely responsible for the use of the equipment and installations of the Property and shall take all precautionary measures to ensure, in particular, the safety of children and vulnerable persons whom they may have brought onto the premises. Utlibri and the Owner may under no circumstances and under no pretext be held liable or provide any guarantee in this respect.

The conditions of use of the swimming pool and of various equipment (irrigation system, barbecue, ...), if the Property is equipped with them, must be strictly respected by the Client, their assigns and successors, so that Utlibri and the Owner are never held liable or concerned in this respect.

The Client shall also benefit from WiFi Internet access in the rented premises, if the Property is equipped with it and if this option has been subscribed.

4. Reservation

This Reservation is granted for the duration of the Stay defined in the Special Conditions.

The Client may not, under any circumstances, claim any right to remain in the Property upon expiry of the rental period initially provided for in this contract, unless expressly agreed in advance by Utlibri.

After payment of the deposit and confirmation of the Reservation, the Client will have personal access to their own Client Area. The Client holding the reservation must provide all requested information (home address, mobile phone, email address, identity) in the "Profile" section.

Once this information has been provided, the Client will have access to their travel documents.

Arrival :

The Reservation begins, unless otherwise agreed in advance, on the day and at the time defined in the Special Conditions.

The Client must arrive on the specified day and at the agreed times. In the event of late or delayed arrival, the Client must immediately inform Utlibri or its representative.

A representative of Utlibri will be present to welcome the Client, show them around the Property and inform them of all practical details and the operation of the various appliances and equipment.

The Client must check the quantitative and qualitative inventory of the furniture upon arrival and report any anomaly to Utlibri within 48 hours. After this period, the furniture shall be considered complete and free from defects.

Departure:

The rental ends on the day and at the time defined in the Special Conditions or at a time agreed with Utlibri or its representative after the check-out inventory.

The Client must return the Property in the condition in which it was found (tidying of items, returning furniture to its place, ...), it being specified that a full end-of-stay cleaning will be carried out upon departure. The Client may also benefit from additional cleaning during the Stay upon request, which will be subject to additional billing.

In the event that the check-out inventory is not carried out at the Client's departure, due to the Client's choice or due to a departure time different from that initially provided for in the contract, and outside office hours, Utlibri will unilaterally carry out the inventory at the scheduled time and return the security deposit within a maximum period of two months following the Client's departure, in the absence of damage and subject to the

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restoration of the premises.

If damage is noted, Utlibri will inform the Client within eight days, and the security deposit will be handled as stated below.

Utlibri will endeavor, where applicable, to retain any evidence of possible damage to the premises by means of photographs or video and will provide justification to the Client.

5. Purpose – Use

The Property is intended for tourist and family accommodation use, excluding any professional, commercial or artisanal activity of any kind; it is not suitable for collective-type rental. The Client may not, under any circumstances, establish their primary residence in the rented premises, under any pretext whatsoever.

Utlibri undertakes to ensure the reception of the Client on the scheduled day of arrival, in order to facilitate installation, the Stay and the discovery of the region.

The Client shall enjoy the Property subject to this rental in a peaceful and reasonable manner, and shall make proper use of it, in accordance with the intended purpose of the premises. The Client undertakes to occupy the premises personally with their family. The Client shall ensure compliance with the safety instructions indicated by Utlibri, in particular with regard to fire risk prevention.

Subletting is prohibited, under any pretext whatsoever, even free of charge, under penalty of termination of the contract, the full amount of the Stay price then remaining acquired or due to Utlibri as a fixed indemnity.

The Client shall ensure respect for and the peace of the neighborhood.

Upon departure, the Client undertakes to return the Property as clean as it was upon arrival. In particular, the Client shall ensure that the refrigerator and dishwasher are emptied, the air conditioning or heating is turned down, the garbage is emptied and disposed of, along with any other waste, in the containers provided for this purpose.

Doors and windows must be closed. All furniture and equipment listed in the inventory shall be returned to the place it occupied upon entry into the premises. The Client undertakes to maintain the sanitary, electrical and heating installations, as well as open fireplaces, in perfect condition, in particular by taking all necessary precautions.

Any repairs made necessary by negligence or improper use during the rental shall be borne by the Client, both within the Property and throughout the entire property.

Utlibri shall deliver the Property to the Client in conformity with the description provided in the descriptive sheet supplied with this contract.

The Client shall refrain from making any modifications, for any reason whatsoever, to the electrical, gas and water installations existing in the rented premises and undertakes to immediately have carried out, at their own expense, any repairs that may be required due to improper use of these installations, after having previously and immediately informed Utlibri.

6. Capacity of the Property

The Client undertakes to comply with the accommodation capacity of the Property, as defined in the Special Conditions.

The Client shall provide Utlibri, upon first request, with any documents or evidence justifying the number and age of the occupants of the Property subject to this rental.

7. Price of the Stay – Charges – Services

The amount of the Stay price is defined in the Special Conditions.

Consumption of water, gas and electricity is included, on a flat-rate basis, in the Stay price, within the limits of normal use.

Upon departure, the Client shall pay Utlibri for any excess consumption exceeding normal use, namely the average consumption observed for stays of equivalent duration during the same seasonal period.

The following services and provisions are included in the Stay price:

- Reception,
- Provision of bed linen, kitchen linen and other household linen,
- Cleaning of the premises: full cleaning upon arrival and departure.

The Client may, subject to additional invoicing according to the price list of Utlibri or its representative, benefit from the following “à la carte” services:

- additional cleaning,
- concierge service (organization and booking of activities during the Stay),
- private chef (preparation of meals and cooking classes by a chef),
- parents),
- firewood.

The Client shall also benefit from free WiFi access in the rented premise

8. Security deposit

To cover any loss or damage that may be caused to the Property, its installations, objects, furniture or others, the Client undertakes to provide Utlibri, no later than the day the keys are handed over, with a security deposit, in addition to the Stay price, the amount of which is defined in the Special Conditions.

This security deposit, which may take the form of a credit card imprint, shall not be cashed and shall be returned to the Client upon departure, if no damage is noted after the check-out inventory.

Otherwise, it shall be returned within a maximum period of two (2) months after the Client’s departure date, less the cost of repairs for damages and replacement of lost or damaged items with identical items.

The amount is determined by mutual agreement between Utlibri and the Client, on the basis of the value of the destroyed or damaged item(s), upon presentation of the invoice

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by Utlibri.

In the event of a dispute, an estimate shall be drawn up by a qualified professional, at the request of Utlibri, and shall constitute agreement on the value of the replacement or repair cost of the lost or damaged item(s).

This security deposit may under no circumstances be considered as a contribution to the payment of the Stay price.

9. Payment for the reservation of a villa

All prices are indicated in euros. All payments to Utlibri must be made in euros. All invoices relating to payments can be viewed in the Client Area.

Payments may be shared with other persons participating in the Reservation. This payment may only be made by credit/debit card (MasterCard or Visa). If the Client chooses to share the payment with other persons participating in the Reservation, the total payment must be made at the time of the reservation. The Client holding the Reservation must pay at least 40% of the amount to confirm the reservation.

9.1 Reservation made more than 60 days before the Client's arrival date

Deposit

At the time of reservation, the Client must immediately pay 50% of the total amount. This payment must be made to Utlibri by credit/debit card (MasterCard or Visa) or by bank transfer.

Balance

The balance must be paid no later than 30 days before the date of the Stay. The balance may be paid from the Client's personal area.

In the absence of payment of the full balance no later than 30 days before the start date of the Stay, the Reservation shall be cancelled at the Client's fault, and no refund shall be guaranteed for any reason whatsoever. Cancellation fees may be claimed in addition.

9.2 Reservation made less than 60 days before the date of the Stay

In the event of a Reservation made less than 60 days before the start date of the Stay, the Client must pay the full price of the Stay to Utlibri, by bank transfer or by credit/debit card (MasterCard or Visa). For reservations made less than 3 weeks before the start date of the Stay, only credit/debit cards are accepted.

10. Modification/Cancellation of the Reservation by the Client

Any modification or cancellation of the reservation by the Client must be sent without delay to Utlibri by registered letter with acknowledgment of receipt (LR-AR). This notification may be replaced by the sending of an email to Utlibri on the express condition that it is confirmed by the sending of a confirmation by LR-AR within a period of 15 days.

A request to increase the number of persons staying in the villa will only be accepted if the number of persons complies with the authorized accommodation capacity. If a Client wishes to increase the number of persons staying in the Property, they will have to pay the corresponding additional costs. A request to reduce the number of persons staying in the Property communicated after the 10-day withdrawal period will be accepted, but shall not give rise to any refund and the Client shall pay the full agreed and invoiced Stay price. The transfer of an existing Reservation is prohibited without the prior express consent of Utlibri.

Any cancellation of the Reservation by the Client after the 10-day withdrawal period shall result in cancellation fees payable by the Client:

Cancellation 60 days or more before the start date of the Stay: Cancellation fee of 50% of the Stay price

Cancellation between 40 and 59 days before the start date of the Stay: Cancellation fee of 60% of the Stay price

Cancellation between 30 and 39 days before the start date of the Stay: Cancellation fee of 80% of the Stay price

Cancellation between 0 and 29 days before the start date of the Stay: Cancellation fee of 100% of the Stay price

The Client will receive a cancellation confirmation request in their Client Area.

Cancellations are confirmed once the Client has completed and accepted the cancellation form.

In the event of a legitimate and serious impediment, the Client may request Utlibri to postpone the dates of the Stay.

In such case, Utlibri shall be free to accept or refuse this request in consideration of the periods and booking schedule of the Property.

If no postponement can be offered to the Client, the cancellation conditions of the Stay set out above shall apply, in particular with regard to cancellation fees and sums already paid by the Client.

In the event of agreement between the parties on a solution to postpone the initially planned Stay, no cancellation indemnity shall be due by the Client in respect of this change. It is however specified that the new Reservation shall be governed by and subject to these terms, in particular with regard to payment of the rent and cancellation conditions.

11. Modification/Cancellation of the Reservation by Utlibri and/or the Owner

Utlibri undertakes to inform the Client of any modification made to the Property or to the Reservation conditions, without delay, by email. In the event of a substantial modification, that is to say a modification resulting in a change to an essential characteristic of the Reservation, such as a modification of the Stay date, a change affecting the Property, the removal of an installation or a service equipping the Property, Utlibri shall inform the Client by email and by LR-AR and shall propose to the Client either to confirm the Reservation, or to postpone it to other equivalent Property, or to cancel the Reservation without charge, or to postpone the Reservation to a later date.

The Parties shall use their best efforts to find an amicable arrangement regarding the conditions of cancellation or postponement of the Reservation, if the modification or cancellation occurs more than 60 days before the start date of the Stay.

If the modification or cancellation of the Reservation occurs less than 60 days before the start date of the Stay, Utlibri shall reimburse the following amounts (per person) for all persons aged at least 16 formally registered at the time of the Reservation:

Cancellation between 29 and 59 days before the arrival date: Compensation of €15 per person

Cancellation between 14 and 28 days before the arrival date: Compensation of €30 per person

Cancellation between 0 and 13 days before the arrival date: Compensation of €45 per person

In the event of a refund by Utlibri, the Client must complete the refund acceptance form. The Client shall be reimbursed the agreed amount within 15 working days.

12. Booking of an activity – Additional services

The Client may submit a request for an activity to Utlibri from their personal Client Area. Activities taking place in the Property may only be booked by the Client who made the Reservation. After payment and confirmation of the activity, the Client will receive access to their personal Client Area. All information relating to the booked activity, as well as the corresponding voucher and invoice, are available in the Client Area.

Payment for an activity or additional services may only be made by credit card (Visa or MasterCard). After confirmation of availability, the amount shall be charged to the same credit card as that provided at the time of the Reservation. Payment conditions vary depending on the activities. All information relating to payments is provided on the webpage of each activity. For certain activities, a non-refundable deposit must be paid at the time of booking and the balance must be paid in cash on the day of the activity. It is the Client's responsibility to verify the payment conditions for each activity and, where applicable, to have the corresponding amount available to pay the balance in cash. Cancellation conditions vary for each activity and are specified on the corresponding information page. Utlibri shall not be held liable for any losses, inconveniences or dissatisfaction relating to activities and additional services.

13. Travel documents

Utlibri provides the Client with the various travel documents necessary for the Stay.

These documents are available in the personal Client Area. They will be made available to the Client once the Reservation price has been paid in full and once the requested information has been completed.

The travel documents include:

- The Villa Voucher
- The Property Guide
- Arrival instructions.

The Villa Voucher includes the security deposit receipt. It must be printed in order to be presented on site upon arrival and departure.

If an activity has been booked, the corresponding voucher will also be available in the Client Area. It must also be printed in order to be presented on the day of the activity.

14. Requests and special needs

Utlibri shall endeavor to take into consideration any requests and special needs of the Client. The Client must inform Utlibri of such requests and needs sufficiently in advance. In particular, the Client must inform Utlibri of any food allergies, conditions, disabilities, or need for special assistance.

Utlibri shall be bound only by an obligation of means and shall inform the Client of any difficulties encountered.

Any filming or photography for commercial purposes shall be subject to the acceptance of an authorization request to Utlibri. This request must be sent in advance in writing to Utlibri.

15. Visas and Passports

The Client must inform themselves and ensure, on their own, compliance with the legal formalities relating to visas and/or passports required for their Stay. Utlibri shall not be held liable nor incur any liability in the event of refusal of entry at the border or prohibition of stay in the territory of the country where the Property is located;

Cancellations of Reservations resulting from the impossibility for the Client to enter the territory of Morocco, or because they have not obtained the necessary documents to enter the territory of Morocco, shall not be subject to any refund. Utlibri shall not be held liable for the costs of obtaining the necessary travel authorizations nor for any other loss or inconvenience relating to travel documents. It is the responsibility of the Client to ensure that all persons registered for the Stay Reservation are in possession of the required documents to travel to the territory of Morocco. The Client must ensure that a valid identity document is presented for each member of their group upon arrival, for registration with the local police.

16. Insurance

The Client, together with all Clients in their group, must have taken out Travel insurance and Health insurance valid for the duration of the Stay. It is the responsibility of the Client to ensure that all persons registered are in possession of their Health insurance and that their Travel insurance covers all accidents and losses and damages. Utlibri shall not be responsible for costs related to the subscription of Health insurance, nor for any prejudice and damage related to Health insurance or for any other prejudice related to the absence of Travel insurance. The Client may also take out, if they wish, Cancellation insurance. Utlibri disclaims all liability for losses due to a cancellation by the Client.

17. Conduct, Safety, Accidents, Bodily Injury

It is the responsibility of the Client, both for themselves and for the persons for whom they are responsible, to adopt behavior appropriate to the customs and practices of the

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place where the Property is located. In particular, the Client shall ensure not to cause any disturbance to the neighborhood or to the staff made available to them.

The Client must ensure compliance with all safety instructions relating to the Property, its installations and equipment and shall be solely responsible for any breach, both for themselves and for the persons for whom they are responsible. Minor children shall be under the responsibility of their representative, in particular if the Property has a swimming pool.

The Client's attention is particularly drawn to the fact that in Morocco most swimming pools do not have a protective barrier, as this equipment is not mandatory. Utlibri shall not be held liable in the event of an accident.

Furthermore, neither Utlibri nor the Owner of the Property may be held liable for bodily injury, accidents or death occurring in the Property. Utlibri provides the Client with an "electronic villa guide" explaining the rules and instructions to be followed when using the various equipment of the Property. The Client is required to strictly comply with the instructions given in this Guide and to carry out a daily check of all equipment, including sports equipment and swimming pools. Sports equipment and swimming pools must not be used by persons under the influence of alcohol or other psychotropic substances. Utlibri and the Owner disclaim all liability in the event of damage or accidents resulting from improper use, during the Stay, of sports or leisure facilities, including swimming pools.

18. Difficulties - Client Complaints

In the event of difficulty, Utlibri may be contacted by the Client 7 days a week and 24 hours a day, via the Local Manager, throughout the duration of the Stay.

Utlibri shall not be held liable for issues reported after the Client's departure. Any anomaly or difficulty must be reported by the Client to Utlibri before departure.

In the event of a Client Complaint, Utlibri shall endeavor to address it as soon as possible and with due diligence.

Utlibri shall examine this complaint, in consultation with the Owner, on an individual basis and shall decide on the best measures to be taken.

In all cases, the amount of damages shall be limited to the price of the Stay paid by the Client for the Reservation of the Stay.

Any compensation offer shall be presented to the Client by email by means of a compensation form which must, in case of agreement, be accepted and returned within 7 days.

The Client shall not be entitled to any compensation in the following cases:

- Failure to inform Utlibri of the complaint during the Stay.
- Failure of the Client to take reasonable measures to prevent the occurrence of the events giving rise to the complaint.
- Fault of the Client and/or the persons for whom they are responsible.
- Occurrence of exceptional or unforeseen circumstances which were either unavoidable or beyond the control of Utlibri.
- Any event that Utlibri or the Owner could not resolve or prevent.
- Resolution of the issue during the Stay.
- Refusal by the Client of a proposal of equivalent accommodation as a replacement.
- Departure of the Client before the agreed day for the check-out inventory.

19. Force Majeure

Utlibri shall not be held liable for any damage, loss, modification, disappointment or dissatisfaction resulting from unforeseen circumstances or force majeure. Within the framework of these General Conditions, "Force Majeure" means any circumstance beyond the reasonable control of Utlibri, including but not limited to: war, riots, civil unrest, terrorist action, industrial disputes, natural disasters, epidemics, adverse weather conditions, fire, flood, pollution and fault on the part of any governmental body or external company. In these General Conditions, "Force Majeure" includes lack of maintenance in the surroundings of the Property, including the roads providing access to the property and any issues with transport companies, such as airlines and transport providers, preventing the Client from reaching the Property.

20 Compliance of the brochure, website and photos

The information contained in the Utlibri catalogue and on its website (www.villapremium.fr) may be modified at any time without notice. Utlibri reserves the right to modify at any time the information in the catalogue and on its website, including prices. The Client may consult the new editions of the Utlibri catalogue on its website.

The photos of the properties and rentals of Utlibri published in the Utlibri catalogue, as well as on its website or any other medium, are intended to give the Client a general idea of the main characteristics of the Property. Certain details of the Property such as furniture, paint colors, garden layout, etc., may differ from what is presented in the photos, due to changes in layout or renovations carried out in the Property. Utlibri shall not be held liable for any changes or modifications occurring in the surroundings of the Property.

21. Liability of Utlibri

Utlibri, in its capacity as representative and agent of the Owner, shall not incur any liability in respect of the Property, its installations and equipment.

Utlibri therefore disclaims all liability in the event of claims or damages whatsoever resulting from:

- The actions and services of the owner of the villa and the actions of the employees or collaborators of the owner
- The fault of any person other than Utlibri
- Illness, injury or death of the Client and/or the Clients and/or persons for whom they are responsible
- Financial losses suffered by the Client
- Damage to or loss of the Client's personal property
- Losses of any kind suffered by the Client
- Errors or incorrect information on the invoice or any other document issued by Utlibri and of which Utlibri had not been previously informed
- Damage and deterioration caused to the Property during the Client's Stay and not forming part of the normal wear and tear of a property
- Damage of any kind in the event of cancellation of the Stay
- Failure by the Client to communicate to Utlibri, within 10 days after making the reservation, any requests or special needs
- The occurrence of a force majeure event or element
- The Client's failure to appear on the agreed day and time

- False or incorrect information provided by the Client.

22. Termination clause

It is expressly agreed that in the event of non-performance by the Client of any of their obligations and, in particular, in the event of non-payment of the Stay price or its accessories, or failure to pay any sum due, lack of insurance or failure to comply with any of the obligations defined herein, Utlibri shall have the right to terminate this contract as of right.

This termination shall take effect, at Utlibri's discretion, forty-eight (48) hours after the occurrence of the first breach or wrongful conduct by the Client, without the need to bring legal proceedings.

In all cases, if the Client refuses to leave the Property, although the contract has been terminated as of right, their eviction may be ordered by summary order, issued by the President of the Judicial Court, which shall be provisionally enforceable.

23. General Data Protection Regulation

The Client's personal data collected by Utlibri within the framework of this contract are subject to processing necessary for its performance. These data may be used or transferred to third parties in the context of the application of applicable regulations (fight against money laundering and the financing of terrorism). The Client's personal data shall be retained for the entire duration of the performance of this contract, extended by the applicable statutory limitation periods. They shall be transmitted, where necessary, to the services and teams responsible for the provision of para-hotel services and, in particular, catering. The data controller is the legal representative of the legal entity designated under the name "Utlibri".

Pursuant to Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms, the Client has the right of access, rectification, deletion, objection and portability of their data by contacting the Data Protection Officer designated by Utlibri at: contact@utlibri.com

The Client is informed that where their telephone details have been collected, they have the possibility to request registration on the telephone solicitation opt-out list (Article L.223-1 of the Consumer Code).

24. Election of domicile – Applicable law – Jurisdiction – Dispute

Utlibri elects domicile at its registered office.

The Client elects domicile at their address, as indicated in the Special Conditions.

This contract is governed by the provisions of Articles 1704 et seq. of the French Civil

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UTLIBRI

Villas de luxe / Service personnalisé

Code.

The foreign language version of this contract is for information purposes only and is not considered a legal document, only the French version being authoritative.

In the event of a dispute, difficulty or disagreement arising from the performance, interpretation or termination of this contract, the parties shall make every effort to seek an amicable resolution of their dispute. For this purpose, they undertake to meet at the initiative of the most diligent party in order to examine the conditions and modalities for implementing a possible amicable settlement.

If, however, upon expiry of a period of two (2) months from the request of the most diligent party, no agreement has been reached, each party shall have the right to bring the matter before the competent courts within the jurisdiction of the place of the registered office of Utlibri.

Date : _____

Place : _____

Signature of the Client preceded by the mention “Read and Approved”.