

TERMS AND CONDITIONS OF SERVICE FOR THE WWW.PROCSEA.COM WEBSITE

FOREWORD

Procsea SA, a public limited company having its registered office at Avenue d'Ouchy 4, 1006 Lausanne, Switzerland ("*Procsea*"), publishes and manages the internet platform at www.procsea.com.

IMPORTANT

By registering on the website, a Seller hereby unconditionally accepts the Agreement in its entirety.

ARTICLE 1. DEFINITIONS

Any terms beginning with an upper case letter shall have the meaning defined in the various binding documents which are of the essence of the Agreement, as listed under article 3 hereafter.

Within these Terms and Conditions of Service and any appendices thereto, "**Party or Parties**" shall exclusively refer to Procsea and/or a Seller.

ARTICLE 2. PURPOSE

This Agreement aims to determine the terms and conditions under which Sellers may access the Services, and the respective rights and obligations of the Parties when using the Services.

Each Seller is hereby clearly informed and acknowledges that the Agreement shall apply to any use of the Services whatsoever, including, in particular, any Order received by the Seller, and that any use of the Services, including in particular any Order received thereunder, shall be deemed to imply the Seller's unconditional acceptance of the Agreement.

This Agreement shall apply to all the Services provided to Sellers, whose own terms and conditions and/or special terms and conditions of sale and/or purchase shall under no circumstance prevail over this Agreement.

ARTICLE 3. BINDING DOCUMENTS

The following documents are of the essence of the Agreement between each Seller and Procsea, in descending order of priority:

- The Special Terms and Conditions in force,
- The Terms and Conditions of Service in force,
- any appendices to the Special Terms and Conditions and the Terms and Conditions of Service,
- the Specifications,
- the Terms and Conditions of Sale and Use in force,
- any appendix thereto.

Procsea reserves the right to modify these binding documents at any time. Any new provisions shall be notified to Sellers at least seven (7) working days before they come into force, and shall automatically apply to the Sellers from the date of enforcement. Should any modification substantially cause prejudice to a Seller, the latter may, within thirty (30) days from the date of enforcement of the modifications, terminate the Agreement in the conditions specified under article 12 hereafter.

I. Market Place Service

ARTICLE 4. REGISTRATION

In order to offer Products for Sale on the Website and take advantage of the Services, a User must meet the conditions defined under the Terms and Conditions of Sale and Use, open a Personal Space and be recognised as a Seller.

4.1. Opening a Personal Space

To register on the Website, the User must contact Procsea and complete the Personal Space request form available in the Seller section of the Website.

The User will then receive an automatic acknowledgement of receipt sent to the email address provided in the registration form.

Procsea will then proceed to examine the registration request.

Once Procsea has received all the relevant information signed by the User, a Personal Space will be configured for the User, including the Products selected according to the provisions of article 6.1 hereafter, and an email confirmation of the opening of the Personal Space will be sent to the User. The User will then be recognised as a registered Seller.

This will open a probationary period of sixty (60) days during which:

- the Seller may offer Products for sale on the Website and
- Procsea will check that the Seller is complying with all their obligations under this Agreement. More specifically, Procsea will check the frequency and quality of the Products offered by the Seller on the Website and the Seller's business relationship with Procsea and with the Buyers.

If, at any time during the probationary period, the Seller is found to be in breach of any of their obligations hereunder, Procsea may without notice close down the Seller's Personal Space on the Website. The Seller shall be informed by email and may submit a new request only subject to the conditions specified in article 12.5 hereafter.

Users hereby recognise and accept that Procsea reserves the right to confirm or reject any registration request and/or any probationary period without any further justification.

4.2. Accuracy of information provided

Sellers hereby undertake to provide any administrative documents that may be required, on request, such as: a K-bis extract or any other proof of business registration issued within the previous three months, banking details, company financial statements, any documents requested by the providers of Ancillary Services and the Recovery Service, etc.

Each Seller is entirely liable for any information provided to Procsea on registration and for any information posted on their Personal Space at any point in time. The Seller hereby guarantees that any such information shall be accurate and in good faith and shall notify Procsea immediately by email of any updates thereto.

Should such information prove to be obsolete, incomplete and/or inaccurate, Procsea reserves the right to suspend the Seller's access to their Personal Space without further notice. Should the Seller fail to respond to a request for alteration of the said information within fifteen

(15) days of the request being sent by email, Procsea may terminate the Agreement under the conditions specified in article 12 hereafter.

Procsea reserves the right to check any information provided by the Seller, at any time.

ARTICLE 5. PERSONAL SPACE

5.1. Purpose

Each Seller may use their Personal Space to:

- manage their Seller profile,
- manage their Product catalogue,
- manage their Product prices,
- display, manage and monitor their Orders,
- display their sales figures, using their performance indicators.

We hereby specify that Procsea will not vet any content of the Personal Spaces before it is displayed and that Sellers retain full liability for the said content. Sellers are the only owners of the customers possibly attached to its products.

5.2. Identifiers

Each Seller's identifiers, used to access their Personal Space, are entirely personal and confidential. They may only be changed at the Seller's own request or at Procsea's initiative. Sellers therefore undertake to keep their identifiers secret and to prevent any breaches of confidentiality. Each Seller has full responsibility for preserving the confidentiality of their own identifiers and shall not hold Procsea liable for any breaches thereof.

Sellers shall have sole liability for the use of their identifiers. The Parties hereby expressly agree that any use of a Seller's identifiers shall be deemed to be by the Seller, who shall hold full liability for their use. In particular, any access to the Website from a Seller's account shall be deemed to have been made by the Seller.

Each Seller shall immediately notify Procsea in the event of any loss, theft or public disclosure of their Personal Space and/or of their identifiers, and/or any unauthorised or fraudulent use thereof. Procsea shall then generate new identifiers and/or shall prevent access to the Seller's Personal Space.

As a general rule, each Seller shall make every reasonable effort to prevent any unauthorised access or use of their Personal Space, and shall notify Procsea immediately as soon as they become aware of such unauthorised access or use.

Sellers shall not assign their Personal Space or their identifiers to any third party without Procsea's prior written consent.

5.3. Remedial Maintenance

Procsea shall make every effort to remedy any internal malfunction of a Seller's Personal Space which is under Procsea's sole responsibility (see "Malfunction" hereafter) as follows:

Procsea aims to restore service or implement a replacement solution within forty-eight (48) hours of being notified of the malfunction by the Seller concerned. A Malfunction shall be deemed to be "serious" if it prevents use of all or part of the Personal Space's essential functionalities.

Any other Malfunction, in particular preventing the normal use of all or part of the non essential functionalities of the Website or of the Personal Space or which can in any way be circumvented, shall be deemed non serious.

Procsea hereby undertakes to correct any non serious Malfunction as soon as possible.

Any remedial maintenance operation arising from a malfunction that may result from the following causes:

- the Seller's failure to comply with their obligations hereunder, and in particular, their misuse of the Personal Space or of the Services,
- use of the Personal Space or of the Services by an unauthorised third party,
- the Seller's failure to correctly train their staff,
- insufficiently detailed error reporting to Procsea, may be billed as a supplement to the Seller.

Procsea shall provide a Seller helpline available from 8 a.m. to 6 p.m. Monday to Friday on working days in France, at the address provided on the Website.

ARTICLE 6. SALE OF PRODUCTS

6.1. Product Selection

The Website is exclusively for the sale of day-fresh fish and seafood products. This means that we carefully select both the Sellers and the Products they offer. The Product types and categories offered by the Seller on the Website are decided jointly by Procsea and the Seller when the Seller's Personal Space is set up. Whenever the Seller wishes to add a new type of product, they shall submit a request to Procsea, using the Personal Space interface.

Before confirming a Seller registration or referencing a Product, Procsea will assess the "supplier/product" combination on the basis of a number of objective criteria, namely:

- the nature of the Products (fish, sea shells, sea crustaceans and algae),
- the type of Product the Seller specialises in,
- the guarantees offered by the Seller,
- Product freshness,
- Product preparation (filleting, portioning, scaling, etc.),
- the Seller's geographical area,
- the Seller's supply areas,
- existing offers on the Website for the same type of product.

The Seller hereby undertakes to offer for sale only fresh, high quality Products, as advertised in their Personal Space, and more generally, Products complying with the quality criteria defined in the Agreement, and in particular, in the Specifications and under current European legislation.

The Seller has full responsibility for their Product classification and description displayed on the Website.

The Seller acknowledges full ownership of the Products on sale and/or that they are fully authorised to sell the Products by the relevant health authorities or third parties, as distributors of the Products. The Seller acknowledges full ownership of customers possibly attached to its products.

The Seller undertakes to offer the products for sale on the Website on a regular basis.

Procsea shall not be liable in any respect towards the Seller, should the latter not be well placed in the lists of Products displayed in response to Website User queries.

6.2. Orders

Buyers shall place orders for the Products according to the Terms and Conditions defined under the Terms and Conditions of Sale and Use.

They are free to choose the Products they order and are fully responsible for the Products, the quantities and the Sellers they buy from, according to the rules applicable on the Website.

The Sellers shall not be notified by Procsea of each Order received. Sellers must therefore follow up Orders received for their Products in real time, by using their Personal Space.

Once the Buyer has placed an Order, it is up to the Seller concerned to deal with the Order immediately in order to meet their obligations, in particular with respect to the quality and freshness rating indicated for their Products, and the delivery times specified on the Order.

6.3. Product availability

Each Seller shall be fully responsible for defining the quantity of each of their Products available for sale on the Website. The Seller shall update the said quantity in real time and guarantees the availability of the Products at any given time.

Sellers shall undertake to fulfil any Order for their Products offered for sale on the Website.

6.4. Shipment

On receiving an Order, the Seller concerned shall immediately prepare the shipment of the Products ordered.

II. Other services

ARTICLE 7. ANCILLARY SERVICES

The Delivery Service, Insurance Service, Billing Service and Currency Risk Hedging Service linked to the Market Place Service are subject to different legal frameworks, which also differ from that which governs the Market Place Service, as specified in the Terms and Conditions of Sale and Use. These Ancillary Services are governed by separate appendices to these Terms and Conditions. Their subscription is inseparable from the Market Place Service and by no means optional.

Any Seller using the Market Place Service automatically subscribes to the Ancillary Services, which are of the essence of the Agreement of its intermediation service

ARTICLE 8. RECOVERY SERVICE

Sellers acknowledge and accept that the collection of payments from Buyers is made through Webhelp.

To use the Recovery Service, Procsea subscribes to the standard Webhelp framework agreement.

ARTICLE 9. CURRENCY RISK HEDGING SERVICE

Sellers acknowledge and accept that the financial flow from transactions made via the Site passes through a foreign currency hedging company to protect the transactions against currency exchange rate fluctuations.

Procsea contracts directly with the said company offering the currency risk hedging service.

III. GENERAL PROVISIONS

ARTICLE 10. FINANCIAL PROVISIONS

10.1. Service Prices

Subscriptions to the different Services of Procsea as Market Place as well as attached services shall be subject to separate financial provisions, which are detailed in the Special Terms and Conditions.

10.2. Product Prices

Each Seller freely determines the sales price for their Products, in compliance with existing laws and regulations. Sellers shall nevertheless apply to the Products they offer for sale on the Website their most competitive terms and conditions in force at the time of sale.

Sellers shall display on their Personal Space the price of each Product, not including tax, in their own currency. They may modify the price at any time.

When determining their prices, Sellers are made aware, in a transparent manner, of any fees due to Procsea for the use of the Services, the said fees being automatically included by Procsea in the price of each Product as it is displayed for Buyers on the Website.

10.3. Billing

Under the Billing Service, Procsea shall establish a bill for every Order placed by each Buyer, in Procsea's name and on the Seller's behalf, in the Buyer's currency¹. The bills are then made available to the Buyers in their account.

In the event of a litigation claim involving Seller's liability towards the Buyers, the Seller entrusts Procsea to issue a credit-note to the Buyer, provided that the Seller has been informed beforehand of the concerned amount. Procsea may charge the Seller the amount of the Market Place Service related to the litigation.

10.4. Self-billing for Sellers

For each invoice sent to the Buyers, for each Order, a self-bill is generated by Procsea for the Sellers and corresponds to the price excluding Procsea services of the Products sold. This invoice is issued in the Seller's currency. Procsea makes these invoices available to the Sellers on their account.

10.5. Settlement

Any sums due by the Sellers in relation to their Orders received shall be paid according to the provisions of the Terms and Conditions of Sale and Use.

Procsea then apportions the settlement received for each Order prorata the sums due to each of the Parties, i.e. payment of the Products to the Seller and payment of the Services to Procsea, as well as any other ancillary services the latter may have provided.

Should any additional fees be due, other than those listed in the Special Terms and Conditions under the provision of Services, the Sellers shall settle the corresponding bills within thirty (30) days of the provision of the said services.

10.6. Payment default or arrears

Under the Recovery Service, Webhelp shall be responsible for recovering in Procsea's and the Sellers' name and on their behalf, the sums due to Procsea and to the Sellers by the Buyers, for purchases billed by Procsea.

Procsea shall therefore in no way be liable to the Sellers for the settlement of sums due by Buyers for Orders placed with the Sellers. Procsea is in no way owner of the customers possibly attached to the Products sold by the Sellers.

In the event of non payment, Webhelp may proceed with recovery by enforcement or by any other means that it deems necessary or useful to recover the debts, such as reminders, serving notices, or litigation.

¹ Pursuant to the provisions of article 256-V and corresponding articles of the French Tax Code.

ARTICLE 11. OBLIGATIONS

Under their general obligation of loyalty and good faith, described in the Terms and Conditions of Sale and Use, the Sellers hereby undertake:

- to make every effort to satisfy the Buyers,
- not to incite the Buyers to resort to other physical or on-line sales outlets,
- not to sell their Products to Buyers other than on the Website.

ARTICLE 12. DATA

As the publisher of their own Personal Space, each Seller is solely liable for the Data displayed and for any commitments made therein. The Seller publishes and uses the Data at their own risk, and declares that they hold the entirety of the rights that entitle them to use the Data for the purposes defined hereunder.

Each Seller hereby declares that their Seller Data and their Products shall in no way breach the rights of any third party, and that they do not, in particular, breach any copyright or trademark or unfairly compete with an existing work, that they do not infringe any third party's intellectual property rights and are not a threat to public morality or public order.

The Seller hereby holds Procsea harmless against any litigation, claims, or legal proceedings of any kind whatsoever relating to the Seller's Data. Procsea shall in no way be held liable in any way for any breach of third party rights, error or omission.

The Sellers hereby undertake to regularly back up their Seller Data.

Each Seller hereby authorises Procsea, on a non exclusive basis and for the whole world, to use, copy, represent, adapt and make available to the public their Seller Data, including their trademarks, logos, copyrighted creative materials, and any distinctive signs displayed for the purpose of implementing this Agreement and any associated agreement.

ARTICLE 13. TERM - TERMINATION

13.1. Term

This Agreement is concluded for an indefinite term and each of the Parties may terminate it at any time, without prior justification, by recommended letter with acknowledgement of receipt sent to the other Party, with two (2) months notice.

The termination of one Service or of any part of a Service, shall result in the termination of all the Services.

13.2. Suspension

Should a Seller fail to meet any of their obligations hereunder, Procsea may as of right and without notice, and without prejudice to any other claims that it may enter, suspend the Agreement concerned and in particular, the Seller's access to their Personal Space. Such a suspension will not suspend billing to the Seller nor any payments due by the latter for the provision of Services.

The decision shall be notified to the Seller concerned by email or by registered letter with acknowledgement of receipt, specifying the alleged breach.

Should the Seller fail to make good their breach of obligations within thirty (30) days of the suspension, Procsea may, subject to the conditions specified in article 12.4 hereafter, terminate the Agreement as of right with immediate effect by the Seller's fault and the latter shall bear any resulting consequences.

Sellers hereby expressly accept the consequences of the application of this article and may not claim against Procsea for any damage whatsoever that Sellers may incur as a result thereof.

13.3. Termination for breach of the Agreement

Should one of the Parties fail to meet their obligations hereunder, the other Party may terminate the Agreement as of right at any time, if, thirty (30) days after having been served notice of the breach by registered letter with acknowledgement of receipt, the offending Party has failed to respond. The terminating Party shall inform the other of the termination by registered letter with acknowledgement of receipt, without further judicial or extra-judicial proceedings and without prejudice to any claims for damages that the terminating Party may enter against the offending Party pursuant to the law and/or provisions of the Agreement.

13.4. Termination at Procsea's initiative

Procsea may terminate the Agreement with a Seller as of right in the event of the Seller going into administration or liquidation, being taken over by a third party, or if the Seller's business is sold to a third party.

Procsea reserves the right to suspend or terminate access to a Seller's Personal Space, by simply notifying the suspension or termination by email or by registered letter with acknowledgement of receipt, if the Seller has not concluded any business on the Website over a period of six (6) months from the last transaction.

13.5. Consequences of the termination

The termination of an Agreement, for any reason whatsoever, shall automatically result in the dereferencing of the Seller's catalogue of Products, the closure of their Personal Space, the cancellation of the Services provided to the Seller, and all sums due by the Seller to Procsea and to the Buyers shall become immediately payable as from the date of termination.

Should the Seller have sums owing to them, such sums shall be sequestered for a maximum period of three (3) months, while Procsea examines the state of the Seller's accounts, and any sums outstanding shall be paid back in part or in whole as the case may be.

Whatever the circumstances, the Seller concerned shall continue to manage any conflicts and claims to the best of their ability, until their complete resolution.

Unless the Agreement is terminated for breach, it shall remain in force until the final closure of any binding obligations between the Seller concerned, Procsea and the Buyers, in particular when Products have been ordered before the closure of the Seller's Personal Space.

Any Seller whose Personal Space has been closed down for whatever reason, may not submit a new request for an account until three (3) months after the closure of their Personal Space. Procsea reserves the right to accept or reject such a request without justification.

Procsea shall, for an additional period of six (6) months from the date on which the notice of termination is sent, retain the right to use the Seller's name, business name and logo and a sample "Client reference" message, for communication and advertising purposes, free of charge.

Should the binding relation between Procsea and the Seller cease, for whatever reason, Procsea hereby undertakes to restore to the Seller all their Seller Data in a readable format, on presentation of an estimate, within thirty (30) days of acceptance of the estimate. The above mentioned undertaking shall be subject to the Seller having settled all sums due to Procsea. Should the Seller fail to request the return of their Data within two (2) months of the end of the Agreement, Procsea shall be entitled to delete the Seller's Data.

ARTICLE 14. GENERAL PROVISIONS

Should any of the provisions hereunder become null and void pursuant to the law or to current regulations, and/or to a final judicial ruling, it shall be deemed to have been unwritten and shall not in any way affect the validity of any other provisions, which shall remain fully enforceable.

ARTICLE 15. GOVERNING LAW – JURISDICTION

EACH AGREEMENT, ITS PERFORMANCE AND ITS INTERPRETATION ARE GOVERNED EXCLUSIVELY BY SWISS LAW. SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW, ANY CONFLICTS, DISAGREEMENTS OR CLAIMS ARISING FROM OR RELATING TO AN AGREEMENT SHALL BE REFERRED TO THE JURISDICTION OF THE COURTS OF LAUSANNE.

In the event of claims or conflicts, the Sellers hereby recognise the right for Procsea to withhold any sums that may be owed to Procsea, until the claim or conflict is resolved.

APPENDIX 1
TO THE PROCSEA TERMS AND CONDITIONS OF SERVICE
DELIVERY SERVICE

ARTICLE 1. DEFINITIONS

The following terms are defined as follows:

- "**Package**" means an object or set of several objects, whatever their weight, dimensions and volume, which constitute a single identifiable load when handed over to the Carrier.
- "**Shipment**" means all the Products, packaging and load-bearing material made available to the Carrier at one moment in time, for transport from one Seller and place of loading to one Buyer and place of unloading.
- "**Delivery**" means the physical delivery of the Products to the Buyer or the Buyer's representative, who accepts to take possession of the Products.
- "**Ancillary Services**" means the mandatory ancillary services provided with the Transport of the Products and included therein, and in particular the customs clearance service.
- "**Taking over**" means the acceptance of the Products by the Carrier.
- "**Reservations**" means any accurate, substantiated and significant on-the-spot observation relating to the state or quantity of the Products at Product Acceptance or Delivery or any observation relating to the time taken to transport the Products to their destination.
- "**Transport**" means the transportation of Products by the Carrier to their final destination, including the Delivery to the Buyers.
- "**Carrier**" means the natural person or legal entity responsible for delivering the Products.

Any other terms beginning with an upper case letter shall have the meaning defined in the other binding documents which are of the essence of the Agreement.

ARTICLE 2. PURPOSE

Under the Delivery Service, each Seller hereby appoints Procsea to organise the Carriage of the Seller's Products in their name and on their behalf and to carry out the Ancillary Services.

By opening a Personal Space on the Website, a Seller automatically and unconditionally accepts the Delivery Service.

ARTICLE 3. SELLER'S OBLIGATIONS

3.1. Supply of information

Sellers shall provide Procsea, at the latter's first request, with the information and documents required by and useful for Procsea and/or which may have an impact on the correct performance of the Delivery Service, and shall regularly update the said information and documents. They shall respond in a timely manner to any request for additional information or documentation from Procsea.

Each Seller shall be entirely liable for any consequences resulting from inaccurate, false, incomplete, inappropriate or belated information forwarded to Procsea.

Should the Seller instruct Procsea to carry out anything which infringes current regulations and/or may result in a risk of any kind for Procsea, the latter shall refuse to carry out the instructions, without incurring any liability thereof. Procsea shall in that case inform the Seller by letter or by email.

3.2. Transport equipment

Any Seller who requires a particular type of equipment must specify their needs in writing to Procsea by letter or email or any other type of electronic means of communication and data preservation. Procsea shall

then contact the Seller concerned and confirm whether their requirements can be met and what conditions and tariffs will apply.

3.3. Product packaging and labelling

The Products shall be packaged and labelled by each Seller with the Seller's trademark or countermark, in compliance with current transport standards, in order to guarantee the best protection for the Products during transport.

Sellers shall provide Procsea with the exact weight of the Products in each shipment, and the number of packages being sent.

Each Seller shall label each package clearly so that the Shipment it belongs to may be immediately identified. The Seller shall issue the labels and any documents required for the transport of the Products (i.e. health certificates, bill of carriage, etc.)

Should Procsea be informed by the Carrier of any obvious damage to the outer or inner packaging or labelling of the Products, Procsea shall immediately inform the Seller concerned by email and request further instructions.

ARTICLE 4. UNEXPECTED EVENTS

Should a Product not be able to be handed over to the Carrier on the expected date, the Seller concerned shall notify Procsea with sufficient notice according to industry practise.

Once the Carrier has taken over the Products, if all or part of a Transport is temporarily prevented or interrupted, or if all or part of a Transport cannot take place or becomes impossible to carry out, Procsea shall ask the Seller concerned for instructions by email. Procsea shall inform the Seller of any consequences of the unexpected event. Should the Seller fail to respond in a timely manner, Procsea shall take any measures in the Seller's best interests that they deem fit for the preservation of the Products or their transportation by other channels or means, without incurring any liability whatsoever for any decision taken. Any charges incurred shall be billed to the Seller concerned on presentation of supporting documents.

ARTICLE 5. TEMPERATURES

5.1. Product temperature before Carrier take-over

Each Seller shall be responsible for the lowering or raising of the Products' temperature to the level required and for maintaining the Product temperature until they are handed over to the Carrier. A counter check of the Product temperature may be carried out when the Products are handed over to the Carrier.

5.2. Product temperature during Transport

The Carrier shall be responsible for lowering or raising the temperature inside the vehicle to the level required. The Carrier shall be responsible for maintaining the ambient temperature inside the refrigerated or temperature-controlled vehicle, according to the specifications on the CMR document or any written instructions from the Seller concerned, or failing that, according to the nature of the Products, pursuant to current regulations.

Procsea may under no circumstances be held liable for non compliance with the temperatures specified by the Seller for the Shipment of the Products.

ARTICLE 6. DELIVERY - TRANSFER OF RISK

The risks related to the Products concerned shall be transferred from the Seller to the Buyer on delivery of the Products in the hands of the Buyer.

ARTICLE 7. PROCSEA'S OBLIGATIONS

7.1. Nature of the obligations

Procsea shall make every best effort to achieve the best results for the Sellers.

Procsea shall organise the Transport of the Products in the name and on behalf of the Sellers, but shall in no way be deemed to be a Carrier.

Procsea reports to the Sellers on the conditions in which the different Services have been carried out.

7.2. Documentation and checks

Procsea shall check that all the information and supporting documents required for the establishment of the Transport documentation have been provided by the Seller concerned or have been handed over to the Carrier at the latest when the latter takes over the Products.

Procsea shall complete any documents under its responsibility and shall ensure that any other documents are completed by those responsible for completing them.

7.3. Procsea's obligations towards the Carriers

Before signing any contracts with Carriers, Procsea shall ensure that all the Carriers entrusted with the Products are duly authorised, equipped and able to carry out the transport operations.

Procsea shall be entirely responsible for the selection of the Carriers and is not obliged to ask for the Sellers' approval.

Procsea shall forward to the Carriers any information, request and instructions provided by the Sellers, shall keep them informed of any specificities of the Products involved, and shall facilitate the Transport of the Products according to the instructions given by each Seller.

Procsea shall make sure that the Carriers forward any transport documentation and ancillary documents to the final destination and hand them over on Delivery of the Products.

ARTICLE 8. PRODUCT INSURANCE

Procsea will not take out any insurance coverage for the goods. The Sellers have full responsibility for insuring their Products.

ARTICLE 9. PROCSEA'S REMUNERATION

The terms of Procsea's remuneration for the Delivery Service applicable to each Seller are determined in the Agreement.

ARTICLE 10. LIABILITY

10.1. Carriers' liability

The Sellers hereby acknowledge that Procsea's liability in relation to the Delivery Service is strictly limited to that incurred by the Carriers. In the event of damage caused by a Carrier, the only compensation owed to the Seller shall be any compensation paid out by the Carrier, Procsea's responsibility being limited to passing on any such sums to the Seller.

10.2. Procsea's personal liability

The conditions under which Procsea's personal liability may be invoked and the consequences thereof are specified in the Terms and Conditions of Sale and Use.

10.3. Statute of limitation

Any claims arising from the Delivery Service shall be subject to a statute of limitation of one year.

In the event of total loss, this duration is deemed to begin on the day on which the Products should have been delivered, and in all other cases, on the day on which the Products have actually been delivered.

APPENDIX 2
TO THE PROCSEA TERMS AND CONDITIONS OF SERVICE
INSURANCE SERVICE

ARTICLE 1. DEFINITIONS

The following terms are defined as follows:

- "**Insurance contract**" means the credit insurance taken out by Procsea with the Insurer for the provision of the Insurance Service.
- "**Claim**" means any default by a Buyer on the payment of a bill covered by this Insurance Contract.

Any other terms beginning with an upper case letter shall have the meaning defined in the other binding documents which are of the essence of the Agreement.

ARTICLE 2. PURPOSE

Procsea has taken out with the Insurer an Insurance Contract which defines the terms and conditions under which the Insurer covers Procsea and the Sellers against non payment by the Buyers of any sums owed by the latter on bills issued by Procsea under the Billing Service.

The terms and conditions of reimbursement of the said Insurance Contract are specified in the rider to this appendix.

Under the Insurance Service, each Seller entrusts Procsea with the responsibility of taking out an Insurance Contract on the Seller's behalf and of managing the said Contract with the Insurer.

By opening a Personal space on the Website, the Seller hereby automatically and unconditionally accepts the Insurance Service, including the terms and conditions of the Insurance Contract subscribed.

ARTICLE 3. CLAIMS MANAGEMENT

Should a Buyer fail to settle a bill covered by the Insurance Contract, Procsea shall enter a Claim with the Insurer for their own account and on the Seller's behalf and shall follow up the settlement of the Claim by the Insurer.

Procsea shall repay to the Seller any compensation that the Insurer may have paid out for the amount of the unpaid bill owed to the Seller.

Sellers hereby expressly accept that the only sums due to the Sellers in the event of a Claim, shall be those relating to the Seller's Products, and that Procsea's only obligation in the event of a Claim shall be to pass on to the Seller concerned those sums paid out by the Insurer for the loss of the Seller's Products. Procsea shall have no liability for the way in which the Insurer processes a Claim, and in particular, shall not be liable to the Seller in the event that the Insurer decides not to pay out any compensation following a Claim, unless such a decision can be proved to have been caused by a failing on Procsea's part in meeting its obligations under the Insurance Service.

ARTICLE 4. SELLER'S OBLIGATIONS

Sellers shall provide Procsea, in a timely manner, with any information and documents that Procsea may require or find useful and/or that may have an impact on the successful implementation of the Insurance Service and shall ensure that such information and documents are regularly updated. They shall respond in a timely manner to any request for additional information or documentation from Procsea.

Sellers shall in particular forward to Procsea any documentation and information required to document Insurance Claims and shall respond in a timely manner to any request for additional information or documentation.

Each Seller shall be entirely liable for any consequences resulting from inaccurate, false, incomplete, inappropriate or belated information forwarded to Procsea.

Should the instructions provided by a Seller prove to be incompatible with current regulations and/or cause any risk whatsoever, Procsea shall refuse to carry out such instructions, without incurring any liability on those grounds. Procsea shall inform the Seller concerned thereof by letter or by email.

ARTICLE 5. PROCSEA'S OBLIGATIONS

Procsea shall register the Sellers with the Insurer under the conditions defined in the Insurance Agreement.

Procsea shall make every best effort to achieve the best results for the Sellers.

Procsea shall organise the Insurance Service on behalf of the Sellers, but shall in no way be deemed to be an Insurer.

Procsea shall keep the Sellers informed of any new events likely to modify the conditions under which the Insurance Cover has been subscribed.

Procsea hereby undertakes to notify the Insurer of any Buyer whose coverage has reached the limit for unnamed risks authorised by the Insurer.

Procsea reports to the Sellers on the conditions in which the different Services have been carried out.

ARTICLE 6. REMUNERATION

The terms of Procsea's remuneration for the Insurance Service applicable to each Seller are determined in the Agreement.

ARTICLE 7. LIABILITY

7.1. Insurer's liability

The Sellers hereby acknowledge that Procsea's liability in relation to the Delivery Service is strictly limited to that incurred by the Carriers. In the event of damage caused by the Insurer, the only compensation owed to the Seller shall be any compensation paid out by the Insurer, Procsea's responsibility being limited to passing on any such sums to the Seller.

7.2. Procsea's personal liability

The conditions under which Procsea's personal liability may be invoked and the consequences thereof are specified in the Terms and Conditions of Sale and Use.

It being hereby specified that should Procsea authorise a Buyer to enter Orders for amounts exceeding the total Coverage guaranteed by the Insurer, Procsea shall indemnify the Seller concerned in the same conditions as those of the Insurance Contract, for any amounts above and beyond the total guaranteed Coverage, in the event of wilful non payment of the sums due by the said Buyer.

APPENDIX 3
TO THE PROCSEA TERMS AND CONDITIONS OF SERVICE
BILLING SERVICE

ARTICLE 1. DEFINITIONS

Any terms beginning with an upper case letter shall have the meaning defined in the various binding documents which are of the essence of the Agreement.

ARTICLE 2. PURPOSE

Under the Billing Service, Procsea shall bill the Products in its own name on behalf of the Seller. The Seller hereby entrusts Procsea with billing the Buyer for Orders of the Seller's Products, in Procsea's name and on the Seller's behalf (Pursuant to the Official Journal BOI-TVA-CHAMP-10-10-40-20120912 § 50 and following).

The Seller shall be responsible for entering the regular VAT submissions and payments relating to such sales.

By opening a Personal Space on the Website, a Seller automatically and unconditionally accepts the Billing Service.

ARTICLE 3. PROCSEA'S OBLIGATIONS

Procsea shall issue the bills relating to the Product Orders for each Seller, on the basis of the information provided by the Seller and in compliance with the law.

Such bills shall bear all the mandatory wording specified by applicable tax and economic regulations, as well as the Seller's name and address.

Such bills shall bear the mention "Bill issued by Procsea, in Procsea's name and on behalf of the Seller (identified by name on each bill).

Procsea shall make every best effort to achieve the best results for the Sellers.

Procsea reports to the Sellers on the conditions in which the different Services have been carried out.

ARTICLE 4. SELLER'S OBLIGATIONS

Sellers shall provide Procsea, in a timely manner, with any information and documents that Procsea may require or find useful and/or that may have an impact on the successful implementation of the Billing Service and shall ensure that such information and documents are regularly updated. They shall respond in a timely manner to any request for additional information or documentation from Procsea.

Each Seller shall be entirely liable for any consequences resulting from inaccurate, false, incomplete, inappropriate or belated information forwarded to Procsea.

Should the instructions provided by a Seller prove to be incompatible with current regulations and/or cause any risk whatsoever, Procsea shall refuse to carry out such instructions, without incurring any liability on those grounds. Procsea shall inform the Seller concerned thereof by letter or by email.

The Sellers remain entirely responsible for meeting their legal and tax obligations (in particular regarding VAT), with regard to the bills issued by Procsea on their behalf under the Billing Service.

In this respect, they undertake to:

- declare to the tax authorities any VAT collected, as it becomes due,
- pay to the tax authorities the VAT indicated on the bills,
- immediately request a copy of the bill if it has not been forwarded by Procsea,

- notify Procsea in writing, in a timely manner, of any changes to the details relating to their identity or any other mandatory information appearing on the bills.

ARTICLE 5. REMUNERATION OF PROCSEA'S SERVICES

The terms of Procsea's remuneration for the Billing Service applicable to each Seller are determined in the Agreement.

ARTICLE 6. CLAIMS

The bills issued under the Billing Service do not need to be formally authenticated by the Seller concerned.

The Seller may however question the information contained in the bills within fifteen (15) days of them being issued.

Should the claim be accepted by Procsea, the Seller shall forward to Procsea the information required to enable Procsea to issue a new bill with the updated information.

ARTICLE 7. LIABILITY

The conditions under which Procsea's personal liability may be invoked and the consequences thereof are specified in the Terms and Conditions of Sale and Use.

APPENDIX 4
TO THE PROCSEA TERMS AND CONDITIONS OF SERVICE
FINANCIAL PROVISIONS

ARTICLE 1. SERVICE OVERVIEW

The Seller hereby acknowledges and accepts that this article provides only a brief overview of the Services detailed in the Agreement.

1.1. Market Place Service

By using the Market Place Service, the Seller will enjoy the benefit of:

- a Personal Space specially created on the Website, where the Seller can manage their Product catalogue, their promotional offers and their Orders, display their performance indicators and access their bills and credit notes.
- automatic interaction with the Buyers on the Website.

1.2. Mandatory Ancillary Services supplementing the Market Place Service

Procsea provides the Seller with a number of mandatory Ancillary Services which supplement the Market Place Service, namely:

- the Insurance Service, which gives the Seller the benefit of credit insurance coverage against defaulting Buyers who have purchased Products via the Website,
- the Delivery Service, which enables the Seller to delegate the transport of Products sold on the Website to the delivery point specified by the Buyer in the Order, including border controls and customs clearance.
- the Billing Service, through which Procsea can bill the Buyers for their Orders, in their own currency, in Procsea's name and on behalf of the Seller. The Seller entrusts Procsea with the establishment of invoices related to the sales registered on the Seller's behalf. The Seller shall be responsible for entering the regular VAT submissions and payments relating to such sales. The Seller shall, however, remain responsible for fulfilling his obligations in terms of billing.
- The Currency Risk Hedging Service to protect transactions against fluctuations of foreign exchange rates.

1.3. Mandatory Recovery Service supplementing the Market Place Service

The Seller acknowledges and accepts that WebHelp company handles the collection and recovery of invoices issued for each Order. Webhelp contracts for this directly with the Procsea.

ARTICLE 2. FINANCIAL PROVISIONS**2.1. Service billing embedded in the Product sales price**

The Market Place Service includes:

- The Commercial Service
- The Billing service
- The Financial Services (including the Insurance service, the Recovery Service, and the Currency Risk Hedging Service)
- The Delivery service whose cost varies according to the place of delivery

The Market Place Service is between 2% and 20% of the amount excl. VAT of each Order and is included in the selling price visible to the Buyers.

Service	Charge
Market Place Service	between 2% and 20% of each Order, excluding VAT
Commercial Service	included in the Market Place Service price

Billing Service	included in the Market Place Service price
Delivery Service	variable charge according to the place of delivery, included in the Market Place Service price
Financial Services (including the Insurance service, the Recovery Service, and the Currency Risk Hedging Service)	Between 1.5% and 3% of each Order, excluding VAT, included in the Market Place Service price

The charges listed above may be reduced by discounts and rebates granted to the Seller.

2.2. Bonus payment according to quarterly sales figures

Range of quarterly sales	% of sales
From CHF 75,000 to 100,000	0.5 %
From CHF 100,000 to 150,000	1 %
From CHF 150,000 to 250,000	1.5 %
More than CHF 250,000	2 %

Procsea will bill the bonus payment on a quarterly basis and the sum will be payable within 15 days. The amount of the bonus is calculated by multiplying the total amount of the quarterly sales by the percentage corresponding to the considered range.

2.3. Additional Services

Optional additional services and/or provisions may be offered by Procsea to the Seller at the Seller's request and after acceptance of a quote submitted by Procsea.