

General Terms and Conditions for the use of the 2kingas secondary market trading platform

1 Purpose and scope

The purpose of the Contract is to specify the conditions in which:

- the Operator offers the Subscriber access to the trading platform called 2kingas, available at <https://www.2kingas.com>;
- the Subscriber issues or responds to Offers on 2kingas;
- the Seller is put in contact with the Purchaser for the purpose of making Transfers, on the understanding that it is up to the Seller and the Purchaser to establish contracts in which the conditions of these Transfers are specified;
- the Operator is notified of the Transfers agreed by the Subscriber, for publication on 2kingas and billing.

2 Definitions

C

- **Confirmation of Transfer:** confirmation sent to the Operator by the Seller and Purchaser after each Transfer completed following a contact between the Seller and the Purchaser via the 2kingas platform.
- **Contract for the Use of the 2kingas platform:** contract agreed between the Operator and a Subscriber including the General Terms and Conditions and the Special Terms and Conditions.

D

- **Day:** period of 24 (twenty-four) consecutive hours, beginning at 6 (six) a.m. on a given day and ending at 6 (six) a.m. on the next day. The date of a Day is the date on which the Day begins. Exceptionally, it lasts 23 (twenty-three) or 25 (twenty-five) hours at the time of the legal clock change in France.

E

- **Effective Date of the Offer:** date from which a buying or selling Offer comes into effect.
- **End of Offer Date:** date from which a buying or selling Offer ends.

G

- **General Terms and Conditions:** the present document.
- **Guest:** User who can access the 2kingas platform but is not authorised to place Offers to buy or sell.

O

- **Offer:** offer by a Purchaser or by a Seller subject to acceptance by the other party, for the purpose of agreeing to buy or sell a quantity of Product.
- **Operator:** entity that operates infrastructures as defined in the Special Terms and Conditions, which provides the service of putting its Subscribers in contact via the 2kingas secondary market trading platform.

P

- **Participant:** User authorised to post Offers to buy and sell.
- **Parties:** the Subscriber and the Operator

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- **Product:** product provided by the Operator, defined in the Special Terms and Conditions, for which selling or buying Offers may be made.
- **Product Price:** price associated with a Offer, set by the party issuing the Offer.
- **Product Quantity:** quantity associated with an Offer all with a response to an Offer.
- **Purchaser:** the Subscriber, when he places a purchase Offer on the 2kingas platform or responds to a selling Offer.

S

- **Seller:** the Subscriber, when he places a selling Offer on the 2kingas platform or responds to a buying Offer.
- **Special Terms and Conditions:** document specifying the Products, prices and contractual timeframes to be met for the sale and purchase of each Product.
- **Subscriber:** individual or legal entity, registered with the 2kingas platform as specified in paragraph 3.
- **Subscription:** registration of a Subscriber with the 2kingas platform, approved by the Operator.
- **Subscription Fee:** set amount to be paid by the Subscriber for access to the 2kingas platform; this amount is specified in the Special Terms and Conditions.

T

- **Time:** the time reference is French time.
- **Transfer:** sale or acquisition/purchase of a quantity of Product.

U

- **User:** individual Subscriber nominated by the subscribing legal entity to represent a Subscriber as a Participant or Guest.
- **Usage Fee:** percentage of the value of the Transfer specified in the response to the Offer; this term is defined in the Special Terms and Conditions and is collected from the Seller and from the Purchaser for every Transfer completed between the Seller and the Purchaser after they have been put in contact with each other through the 2kingas platform.

3 Subscription and Conditions Precedent

Access to the 2kingas secondary market trading platform requires interested parties to take out a prior Subscription as specified in this paragraph.

To subscribe, an individual or legal entity must send a duly initialled and signed Contract for the Use of the 2kingas platform to the Operator. The subscription conditions are described below:

- The Subscription takes effect on the date when the Contract for the Use of the 2kingas platform comes into force. The Subscriber undertakes to notify the Operator immediately of any change in the information supplied.
- The Operator can refuse to sign a Contract for the Use of the 2kingas platform provided that there is a valid reason. Valid reasons notably include serious reservations as to the possibility of the Contract for the Use of the 2kingas platform being properly executed, whether the nature of these reservations relate to technical, financial or safety factors.
- On receipt of the Contract for the Use of the 2kingas platform signed by the Operator, the Subscriber is authorised to access the 2kingas platform.
- Participants are authorised to place Offers to buy and/or sell on the 2kingas platform in accordance with the General Terms and Conditions.

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- In order to hold a Subscription, a legal entity must nominate at least one User. When a Subscriber is a legal entity, it may nominate one or more User(s) to have Guest status, without being obliged to nominate any User with Participant status; in this case, the Subscriber has Guest status.
- The price that must be paid to the Operator by a Subscriber is made up of:
 - a combination of the Subscription Fee and the Usage Fee for the 2kingas platform if the Subscriber has at least one User with Participant status;
 - the Subscription fee if the Subscriber has no User with Participant status.
- The Subscription becomes valid from the date when the Contract for the Use of the 2kingas platform comes into force until its expiry date.

4 Procedures for the Use of the 2kingas platform

4.1 Access to the 2kingas platform

In order to access the platform, each Subscriber is given a username and password that it shall keep confidential.

Offers are processed from 9 AM to 4 PM, Paris time, on working days in France.

Documentation associated with the platform will be supplied to all Subscribers.

4.2 Publication and processing of Offers

4.2.1. Publication of an Offer

- The Seller (or Purchaser) issues an Offer to sell (or buy) a Quantity of Products. The Price of the Product is set by the issuer of the Offer. The issuer of the Offer can choose whether or not to sell a Quantity of Product. The issuer of the Offer may choose whether to add description elements to its Offer, which will be visible to all Subscribers.
- The issuer of the Offer validates the Offer. In validating their Offer, the Seller (or Purchaser) requests that their Offer should be published on the 2kingas platform and agrees to their details being communicated by the Operator to the Purchaser (or Seller) that has responded to their Offer and whose response has been registered by the Operator. An Offer is binding on the Seller (or Purchaser) which issues it.
- Offers are processed by the Operator for publication or rejection. The Operator shall add a comment explaining the reasons for refusing to publish the Offer. The conditions for refusing the publication of an Offer are described in paragraph 4.5.

4.2.2. Response to a published Offer

- The Purchaser (or Seller) responds to an Offer to sell (or buy). If the Quantity of the Product is divisible, the issuer of the response to the Offer can choose to request a quantity less than or equal to the Quantity of Product available at the Product Price set in the Offer. The issuer of the response to the Offer may also choose to have partial validation of the Quantity of Product that they wish to buy or sell; in that case, the Purchaser (or Seller) chooses to buy (or sell) the Quantity of Product available at the moment when the Operator registers their response. Otherwise, the Purchaser (or Seller) asks the Operator to buy (or sell) the whole Quantity of Product they are requesting in their response or nothing. The issuer of the response to an Offer may add a comment in their response addressed to the Operator.
- The issuer of the response to an Offer validates their response. By validating their response to an Offer, the Purchaser (or Seller) is asking for their response to be registered on the platform by

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the Operator and for their details to be communicated by the latter to the Seller (or Purchaser) that issued the Offer in order to be put in contact with them and complete the Transfer with them.

- Responses to Offers are processed in order of arrival for registration or rejection. The conditions under which the Operator may refuse to register a response to an Offer are described in paragraph 4.5. The Operator shall add a comment explaining the reasons for refusing to register the response.

4.2.3. Putting the Seller and the Purchaser in contact with each other

- As soon as the Operator has registered the response to an Offer, it shall notify the Seller and the Purchaser by e-mail and communicate their respective contact details, so that they can establish contact and complete a Transfer on the basis of the Offer in question, within a timeframe that enables the Seller and Purchaser to meet the Transfer deadline specified in the Special Terms and Conditions.

4.2.4. Confirmation and registration of a Transfer

- The Seller and the Purchaser each sends the Operator written confirmation, by e-mail to the address specified in the Special Terms and Conditions, that the Transfer of the Quantity of Product has taken place at the Price specified in the response to the Offer, within a timeframe that enables the Seller and Purchaser to meet the Transfer deadline specified in the Special Terms and Conditions. By agreeing the Transfer the Seller and the Purchaser are contractually bound.
- The status of the response to an Offer moves to "finalised" on the 2kingas platform when the Operator receives an e-mail from the Seller and the Purchaser confirming the above-mentioned Transfer, in accordance with the procedures for responding to an Offer. The confirmed Transfer comes into force on the Effective Date of the Offer.
- The Operator adjusts the contractual details of the Subscriber accordingly in its information system within a timeframe compatible with the operational implementation of the Seller's and Purchaser's contract for access to capacity. Where applicable, the Seller and Purchaser respectively sign amendments to their contracts with the Operator.

4.2.5. Closure of Offers

An Offer whose Effective date is closed by the Operator in the following cases:

- At 1 PM Paris time LET on day D-1 at the latest,
- Once responses have been registered for the whole Quantity of the Product in the Offer,
- Following an exceptional e-mail request by the issuer of the Offer in the particular case where no third party has confirmed a response to an Offer.

4.2.6. Publication of Transfers

All completed Transfers are published on the 2kingas platform. Subscribers will be able to view the following information:

- Quantity of Product to which the Transfer applies,
- Amount of the Transfer,
- Effective Date of the Offer and End of Offer Date.

4.3 Obligations of the Subscriber as Seller

- When issuing an Offer to sell, the Seller must comply with the characteristics of the Product as defined in the Special Terms and Conditions.
- The Seller must comply with the notice period specific to the Product offered, as defined in the Special Terms and Conditions.
- The Seller must be in a position to honour their selling Offer, or their response to a purchase Offer, from the start date and until the end date specified in the Offer and assume responsibility for it vis-a-vis the Purchaser. The Seller may only issue a selling Offer on a Product that is in its possession and that he may use.
- The Seller undertakes to enter into a contractual relationship with the Purchaser to agree a Transfer in good faith. The Seller must notify the Operator by e-mail that this Transfer has been completed within a timeframe sufficient to meet the deadlines associated with the sale and purchase of the Products in the Offer, as defined in the Special Terms and Conditions.
- On that occasion, the Seller must send the Operator an e-mail confirming the proportion of the Quantity of the Product sold and the amount of the Transfer, within a timeframe sufficient to meet the deadlines associated with the sale and purchase of the Products in the Offer, as defined in the Special Terms and Conditions.
- Where applicable, the Seller undertakes to sign a contract for access to the Operator's capacity or an amendment to the original contract, in accordance with the provisions of the latter.

4.4 Obligations of the Subscriber as Purchaser

- When issuing an Offer to buy, the Purchaser must comply with the characteristics of the Product as defined in the Special Terms and Conditions.
- The Purchaser must be in a position to honour their Offer to buy or their response to an Offer to sell from the start date and until the end date specified in the Offer and assume responsibility for it vis-a-vis the Seller.
- The Purchaser undertakes to enter into a contractual relationship with the Seller to agree a Transfer in good faith.
- As soon as the Transfer is completed between the Purchaser and the Seller, the Purchaser must send the Operator an e-mail confirming the proportion of the Quantity of the Product acquired and the amount of the Transfer, within a timeframe sufficient to meet the deadlines associated with the sale and purchase of the Products in the Offer, as defined in the Special Terms and Conditions.
- Where applicable, the Purchaser undertakes to sign a contract with the Operator for access to the Operator's capacity or an amendment to the original contract, in accordance with the provisions of the latter.

4.5 Obligations of the Operator

- The Operator shall take the necessary measures to maintain the anonymity of Sellers and Purchasers issuing Offers or responding to Offers on the 2kingas platform, as long as the Operator has not registered a response to an Offer, in which case he shall put the Purchaser in contact with the Seller as specified in paragraph 4.2.3.
- Before publishing an Offer to sell or registering a response to an Offer to buy on the 2kingas platform, the Operator shall verify that the Seller is in possession of the Quantity of the Product at the date and time of publication of the Offer issued by the Subscriber and, if this is not the case, may refuse to publish an Offer to sell or to confirm a response to an Offer to buy, while notifying the Seller of the reasons for refusal. At the moment when the Offer to sell is posted online or the response to an Offer to buy is registered online, the Operator is not obliged to verify that the

Seller will be in possession of the Quantity of the Product on the Effective Date of the Offer or of the response to the Offer.

- The Operator makes no undertaking and assumes no responsibility as to the successful completion of a Transfer agreed following use of the 2kingas platform.
- Once the Operator has received an e-mail from the Seller and the Purchaser confirming completion of the Transfer, the Operator undertakes to:
 - send, where applicable, a contract for access to the capacity or an amendment to its original contract to the Subscriber,
 - to adjust the Subscriber's contractual data accordingly in its information system, within a timeframe compatible with the operational implementation of the Seller's and Purchaser's contract for access to the Operator's capacity as specified in the Special Terms and Conditions.

5 Availability of the tool

The Operator may temporarily restrict services on the 2kingas platform if this is necessary to maintain the security and integrity of the servers. The Operator may also take technical steps to ensure that the services operate properly or to improve them. In the event of unforeseeable technical problems, such as an interruption to the power supply, a failure or interruption in the telecommunications systems or a computer problem causing an interruption to the 2kingas platform, the Subscriber has no right to claim any compensation. The Operator shall try to bring the 2kingas platform back into operation as quickly as possible.

The Operator may suspend the operation of the 2kingas platform without specifying a reason, subject to 30 days notice, except in the case of an emergency. If the Operator cannot reasonably provide this period of notice in terms of its own interests and those of Subscribers and Guests, the 2kingas platform may be suspended without notice. In this case, the Operator shall immediately notify Subscribers and Guests.

During the period when the 2kingas platform is unavailable, a Subscriber who has received no response to an Offer within 48 (forty-eight) hours, may send a request by e-mail or fax to the Operator to withdraw its Offer.

6 Billing and payment terms

6.1 Billing

Invoices will be sent by fax and a confirmation copy will be sent by post.

They will be sent on a monthly basis no later than the 10th of the month. They will notably specify the following information:

- the Subscription fee defined in the Special Conditions ;
- the amount of the Usage Fee for using the 2kingas platform defined in the Special Conditions, if necessary ;
- any applicable taxes and deductions, as specified in paragraph 12 (taxes and duties);
- the total amount payable.

Invoices for Subscribers with Guest status will notably specify:

- the Subscription fee defined in the Special Conditions ;
- any applicable taxes and deductions, as specified in paragraph 12 (taxes and duties);
- the total amount payable.

The issue date of the invoice corresponds to the date on which the Operator sends the fax to the Subscriber or Guest.

6.2 Payment terms

Invoices relating to a given month M shall be settled by the Subscriber on the latest of the following two dates:

- the tenth calendar Day following the issue of the invoice by fax or, in the absence of a fax, following the dispatch of the invoice by post;
- the 20th day of month M+1.

If the Day in question is a non-working day for banks in France or in the country where the Subscriber's bank is located, the payment shall be made on the next working day for banks in France and in the country where the Subscriber's bank is located, as specified in the Special Terms and Conditions.

A payment is deemed to have been made once the Operator's bank account has been credited with the full amount of the invoice amount.

In the event of late payment of all or part of an invoice, interest shall be legally payable on the sums due at a rate equal to three times the statutory rate of interest applicable on the date that the invoice was issued, calculated according to the exact number of days elapsed from the date payment was due and the date when the invoice was actually settled. The rate will be calculated using the following formula:

$$\text{late payment interest} = \text{late payment amount} \times \text{number of days late} / 365 \times (3 \times \text{Legal interest rate})$$

The Subscriber has a period of 60 calendar days from the date of receipt of the invoice in which to dispute the amount. Beyond that period, the invoice is deemed to have been accepted.

If the Subscriber disputes all or part of the amount of an invoice, it shall provide the Operator with any information that may justify its claim, but shall nevertheless pay the whole amount of the invoice on the terms specified above, except in the event of a clear error by the Operator.

Any adjustment to a disputed invoice shall be subject to interest at a rate equal to the interbank one-month rate within the Euro zone (1 month Euribor) for the last month in the calendar quarter preceding the issue month of the invoice, calculated according to the exact number of days elapsed between the latest date for initial payment as defined in this clause and the date of final payment.

7 Duration, cancellation

The duration of the Contract for the Use of the 2kingas platform is specified in the Special Terms and Conditions.

In the event of a serious breach or repeated breaches by one of the Parties of its obligations under the Contract for Use of the 2kingas platform, and without prejudice to application of the penalties specified in the Contract for the Use of the 2kingas platform for the said breaches, the other Party may unilaterally cancel the Contract for the Use of the 2kingas platform by giving notice of 15 (fifteen) days, without the Party in breach being entitled to claim any compensation.

It is agreed that events of Force Majeure affecting one Party do not constitute a fault within the terms of the present laws.

In particular, the following constitute such a serious breach on the part of the Subscriber:

- non-payment of an invoice by the Subscriber following a failure to respond to a formal notice by the Operator for 15 (fifteen) days, or
- failure to supply the documents requested under Clause 3 within the required time.

If the Contract for the Use of the 2kingas platform is cancelled consequent upon a fault by the Subscriber, the total sums owed by the Subscriber under the Contract for the Use of the 2kingas platform become immediately payable, plus an amount of 5,000 euros in damages for the Operator.

The Subscriber undertakes, no more than 10 (ten) days after the Operator has sent the corresponding invoice, to pay onto the Operator's bank account the sums calculated by the Operator that correspond to the total amounts payable by the Subscriber under the Contract for the Use of the 2kingas platform, plus an amount of 5,000 euros in damages for the Operator, at the time of the cancellation of the Contract for the Use of the 2kingas platform, at the latest up to the expiry date of the Contract for the use of the 2kingas platform.

8 Information and contacts

The Parties shall keep each other informed, at all times and as soon as possible, of any event or situation or information of any kind whatsoever which could significantly affect performance of the Contract for the Use of the 2kingas platform.

Any communication between the Parties regarding the Contract or the use of the 2kingas platform shall be made using the means specified in the Special Terms and Conditions:

9 Confidentiality

Data on Product Prices and Product Quantities are published on the 2kingas platform. The anonymity of companies issuing Offers or responding to Offers on the 2kingas platform is guaranteed until a response to an Offer is registered.

The Parties shall not be responsible for the disclosure of information if such information:

- is already in the public domain; or
- has been obtained in the normal course of events from other sources without restriction or violation of the present obligation of confidentiality; or
- must be communicated to third parties because it is required by a law, or by a decision taken in court or a decision issued by a competent public authority; or
- is communicated to the respective advisors of the Parties who are bound by confidentiality or to their respective auditors in application of a legal or regulatory requirement.

This obligation of confidentiality is binding on the Parties for the duration of the Contract for the Use of the 2kingas platform and for a period of one (1) year from the expiry date of the Contract for the Use of the 2kingas platform, unless otherwise specified in existing laws and regulations.

10 Liability and insurance

10.1 Principle

Each Party is liable for direct economic damage caused to the other Party:

- in the event of negligence, deliberate breach or fraud by one or other of the Parties, if the cause of the damage lies in the failure to meet an obligation on that Party under the Contract for the Use of the 2kingas platform,
- in other cases explicitly specified in the Contract for the Use of the 2kingas platform.

10.2 Limitation of liability

Unless in application of a special provision laid down in the Contract for the Use of the 2kingas platform, no Party may seek to impose liability on the other Party in compensation for harmful consequences arising from the following events:

- events of Force Majeure, including strikes and disturbances in public order, under the conditions of Clause 11,
- failure of a service used by the other Party, which is beyond its control, in particular as a result of the unavailability, failure or interruption of the telecommunications networks or constraints or limits imposed by telecommunications operators or another service provider,
- partial or total inaccuracy and unavailability, or deficiency, of information or data of a technical nature originating from third parties,
- deterioration in computer data during its transfer on the Internet or during its arrival on, or departure from, computer equipment used for communication between the Subscriber and the Operator.

10.3 Liability of the Subscriber

The Subscriber is liable for its use of the services provided by the Operator under the Contract for Use of the 2kingas platform.

In particular, the Subscriber is liable in the event of:

- failure to comply with the provisions of the Contract for Use of the 2kingas, platform
- direct or indirect damage to the image and reputation of the Operator.

10.3.1 Liability of the Subscriber to third parties

The Seller and the Purchaser shall respectively bear all the pecuniary consequences of the civil liability they incur under common law for any damage, of whatsoever nature, caused to third parties by their personnel, and by any subcontractors and suppliers, by their equipment or the gas, in the execution of the obligations respectively incumbent upon them under the Contract for the Use of the 2kingas platform.

10.3.2 Insurance of the Subscriber

The Seller and the Purchaser shall use any means they consider appropriate, notably the subscribing of insurance policies, to cover their respective risks in relation to the Operator, or in accordance with the provisions of paragraph 10.3.1 above.

The Seller and the Purchaser shall bear the financial costs and any premiums arising out of their implementation of the measures referred to in the previous paragraph and, where applicable, the financial consequences and excesses resulting from the implementation of these measures.

In the event that the Parties may take out insurance policies to cover the risks for which they remain responsible, these insurance policies shall include a waiver of the insurers' rights of subrogation in favour of the other party.

10.4 Liability of the Operator

When the Operator puts the Seller and a future Purchaser in contact by e-mail, publishes a Purchaser's Offer to sell or registers a response to an Offer to buy issued by a Seller, this in no way constitutes a confirmation by the Operator of the quantities of Product that are actually available at the time when the Assignment is due to take place.

The Operator bears no responsibility as to the accuracy and completeness of the information provided by Subscribers in their Offers. In particular, the Operator is unable to, and therefore does not, guarantee that the Offer to sell or the response to the Offer to buy matches the quantity of Product actually sold to the Purchaser.

In this respect, therefore, the Operator bears no liability towards the Purchaser in the event that the Seller's undertakings are not met.

When the Operator is held liable for reasons of negligence, this negligence is assessed in terms of implementation of procedures intended to deal with a market-related or technical incident, or with a system failure.

Likewise, the Operator may under no circumstances be held liable for harmful consequences resulting from the following events:

- The impossibility or difficulty for the Subscriber to access the Operator's 2kingas platform as a result of access equipment for which either of the latter or third parties are responsible,
- Indirect damage, such as commercial damage, loss of business, commercial disruption of any nature whatsoever or loss of profit, arising from the failure to communicate or process an Offer, on the understanding that any proceedings taken against the Subscriber by a third party constitutes indirect damage and therefore gives no right to compensation. The Parties expressly agree that the Subscriber shall guarantee the Operator against any proceedings and claim against the Operator and shall hold the Operator free of any judgement pronounced against it, whatever the basis and nature of the proceedings or claim.
- Dispute regarding a Transfer agreed by the Subscriber.

10.5 Maximum limits of liability

Whatever the circumstances, in the event that the Operator should be held liable, that liability shall be restricted to 100,000 (one hundred thousand) euros.

11 Force Majeure

Events of Force Majeure are events, facts and circumstances, beyond the control of a Party, which cannot reasonably be foreseen by that Party and cannot be avoided or overcome by the implementation of the reasonable measures it is required to make, as a result of which it is unable to execute all or part of any one of its obligations under the Contract for the Use of the 2kingas platform.

When one of the Parties invokes an event of Force Majeure, it must send a notice of Force Majeure as quickly as possible to the other Party and provide written confirmation by fax, telex or any other means agreed between the Parties, containing at least:

- A description of the event or situation invoked,
- The date of the Day when the event or situation occurred,
- The possible consequences of the event or situation invoked.

Acting as a prudent and reasonable operator, the Party invoking a situation of Force Majeure shall take all reasonable measures to minimise the effects of the said event of Force Majeure and make every effort to resume the normal execution of the Contracts for the Use of the 2kingas platform as quickly as possible.

During the period of interruption of its obligations, the Party invoking Force Majeure shall inform the other Party of the consequences of the event or situation on the performance of its obligations, of the measures which it intends to take in order to minimise its effects on the performance of the Contract for the Use of the 2kingas platform, of the progress in the implementation of such measures, of the estimated date for the resumption of normal performance of its obligations under the Contract and of the date by which the event of Force Majeure will have terminated.

Unless explicitly stipulated otherwise, the invocation of Force Majeure by the Subscriber does not release it from its payment obligations under the Contract for the Use of the 2kingas platform.

In the event that an occurrence of Force Majeure should prevent one of the Parties from performing its obligations for a period of more than sixty (60) consecutive Days, the Parties shall meet to examine the adjustments to be made to their respective obligations under the Contract for the Use of the 2kingas platform in order to take account of this new situation.

If the Parties failed to reach an agreement within 90 (ninety) Days from the occurrence of a event of Force Majeure, either of the Parties may then cancel the Contract for the Use of the 2kingas platform, without notice or compensation and without legal formalities of any kind, provided that this is done by registered letter with acknowledgement of receipt.

12 Duties and taxes

The Parties shall pay, as applicable to each, the duties and taxes owed by them under the applicable regulations.

The prices stipulated in the Contract for the Use of the 2kingas platform, the Subscription fee, the amount of the Usage Fee and any additional prices agreed in accordance with the relevant paragraph) exclude duties, taxes or any similar deductions. The amounts owed by the Subscriber as defined in the Contract for the Use of the 2kingas platform shall be increased by any tax or similar deduction legally required to be paid by the Subscriber in application of the regulations in force at any time.

13 Disputes and applicable law

The Parties shall seek an amicable resolution to any dispute on the formation, execution or interpretation of the Contract for the Use of the 2kingas platform and in particular its validity, its interpretation, its execution, its cancellation and its consequences. In the absence of an amicable agreement, these disputes shall be submitted for a decision by the Paris Courts without prejudice to the ability of each Party to refer them, where applicable, to the competent authority or any other body established for this purpose under French law.

The Contract for the Use of the 2kingas platform is subject to French law both in its content and in the procedures applicable to it.

Regardless of any translation of the Contract, whether signed or not, the authentic language for the interpretation or execution of the Contract is French.