HQF Development
42 lot les Genêts, 13480 Calas, France
contact@hqf-pdf.com

AGREEMENT

Agreement No. HQF-2026-0087
Signed 20 July 2026
Effective 1 September 2026

SERVICE PROVIDER

HQF Development
42 lot les Genêts, 13480 Calas, France
SIRET 752 492 777 00012 · APE 6202A
VAT FR59 752 492 777

CLIENT

Northwind Trading SARL
18 quai du Port, 13002 Marseille, France
RCS Marseille 812 665 431
VAT FR41 812 665 431

This agreement is made on 20 July 2026 between the parties named above, and takes effect on 1 September 2026. It sets out the terms on which the Provider supplies software development and support services to the Client. Each clause below binds both parties from the date the last of them signs.

1. Scope of services

The Provider designs, builds and maintains the software described in the statement of work annexed to this agreement, together with any further work the parties agree to in writing. A change of scope is agreed in writing before it is carried out, and the Provider may decline a change that cannot be delivered within the agreed term.

2. Term and commencement

This agreement begins on the effective date shown above and runs for twelve months. It renews for successive periods of twelve months unless either party gives written notice of at least sixty days before the end of the period then running.

3. Fees and payment

The Client pays the Provider 620.00 EUR for each day of work, before value added tax. The Provider invoices monthly in arrears and each invoice falls due thirty days after its issue date. A sum still unpaid on the due date carries interest at the statutory rate, and no reminder has to be sent for that interest to run.

4. Intellectual property

Once an invoice has been paid in full, the Client owns the source code and the documents written for it under this agreement. The Provider keeps the tools, libraries and generic components it brought to the work or wrote for general use, and grants the Client a perpetual non-exclusive licence to use them as part of the delivered software.

5. Confidentiality

Each party keeps in confidence what it learns of the other's business, customers and technology, and uses it only to perform this agreement. That duty outlives the agreement by five years. It does not cover what is already public through no fault of the party that received it, nor what a court or a regulator requires be disclosed.

6. Warranties and liability

The Provider warrants that the work is performed with the skill and care of a competent professional, and corrects at its own cost any defect reported within ninety days of delivery. Neither party is liable for loss of profit, loss of data or any indirect loss, and the liability of each party under this agreement is capped at the fees paid over the twelve months before the claim arose.

7. Termination

Either party may end this agreement on sixty days' written notice, and either may end it at once if the other commits a material breach that is not put right within thirty days of being asked in writing to put it right. On termination the Client pays for the work done up to that date and the Provider hands over the deliverables in the state they are then in.

8. Notices

Notice under this agreement is given in writing to the address shown for the party at the head of this document, and takes effect on the day it is delivered. A party that moves tells the other within fifteen days.

9. Entire agreement and governing law

This document, with the statement of work annexed to it, is the whole of what the parties have agreed on this subject and replaces every earlier understanding of it. The agreement is governed by French law, and any dispute the parties cannot settle between them goes to the courts of Aix-en-Provence, France.

SIGNATURES

Each party signs in the boxes below: a signature, a printed name and a date, filled in from reading software. The agreement takes effect on the later of the two dates written here, and a copy of the signed document goes to each party.

FOR THE PROVIDER

Olivier Pons — Director

Signature

Printed name

Date (DD/MM/YYYY)

FOR THE CLIENT

Claire Lemoine — Managing Director

Signature

Printed name

Date (DD/MM/YYYY)