

STANDARD TERMS AND CONDITIONS OF PURCHASE

PREAMBLE: DEFINITIONS AND PURPOSE

These Standard Terms & Conditions of Purchase (hereinafter referred to as « **ST&Cs** ») shall apply to orders from any member company of the Deloitte Tohmatsu Limited¹ (« **DTTL** ») network in France and their subsidiaries and affiliates (hereinafter referred to as the « **Customer** ») for the supply of goods (hereinafter referred to as « **Products** ») or services (hereinafter referred to as « **Services** ») by a supplier or service provider (hereinafter referred to as the « **Provider** »).

Words beginning with a capital letter shall have the meaning given to them in this Preamble, whether used in the singular or plural:

« **Order Form** » or « **Order** »: refers to the printed or electronic document used by the Customer to order Products and/or Services from the Provider.

« **Contract** » or « **Special Terms** »: refers to the clauses negotiated between the Parties to govern their relations for the given Supply, which adapt these ST&Cs.

« **Supply** »: refers to the provision by the Provider of any Products and/or Services as specified in the Order Form.

These ST&Cs are aimed at defining the general framework of the relationship between the Customer and the Provider (hereinafter together called the « **Parties** ») and their reciprocal obligations in respect of the supply of Products and/or Services.

They set the principles for the purchase of Products and/or Services from the Provider.

These ST&Cs may be adapted by mutual agreement between the Parties in a Contract or in Special Terms. In the event of any disagreement, the Special Terms or the Contract shall prevail over these ST&Cs.

The Provider's standard terms and conditions shall only apply if they have been first either accepted in writing by a representative of the Customer who is duly empowered for that purpose, or adapted and approved in writing by both Parties, by a Contract, Special Terms or an Order Form expressly referring to them.

When the Customer launches a request for proposals, the Customer reserves the right to only make enquiries with providers that the Customer believes meet its criteria in view of the importance and nature of the Products or Services.

The Customer shall, at its discretion, select the offer it finds most relevant; bidders whose offers have not been selected may not claim compensation or challenge the reasons for the Customer's decision on any grounds.

TITLE I. CREATION AND PERFORMANCE OF THE ORDER

Article 1.1: Duty of information, warning and advice

1.1.1 The Provider agrees to provide the Customer with any information or advice relating to the Supply in respect of the needs stated by the Customer before and at the stage of the Order and also on the occasion of the performance of the Service and/or the Supply of the Products.

1.1.2 The Provider agrees to warn the Customer of any difficulties of which it may become aware in respect of the needs stated by the Customer before and at the stage of the Order and also on the occasion of performance of the Service and/or the Supply of the Products.

¹ Deloitte refers to one or more firms that are members of Deloitte Touche Tohmatsu Limited, a company under UK law (private company limited by guarantee) and its network of member firms that are independent and legally distinct entities. To find out more about the legal structure of Deloitte Touche Tohmatsu Limited and its member offices, visit www.deloitte.com/about. In France, Deloitte SAS is a member office of Deloitte Touche Tohmatsu Limited, and professional services are provided through its subsidiaries and affiliates.

Article 1.2: Order

1.2.1 The printed Order shall only be binding on the Customer if it has been signed by a representative of the Customer who is duly empowered for issuing Orders.

1.2.2 Electronic Orders shall only be valid if the issuer is clearly identifiable.

1.2.3 Each Order shall only be valid if it is numbered by the Customer.

1.2.4 The Parties agree to consider electronic Orders as original documents that are fully binding upon them. The Parties agree to give such documents probative value.

Article 1.3: Acknowledgment of receipt of the Order

The Provider shall acknowledge receipt of the Order within two (2) business days following the Order being sent, and agree to confirm the date of delivery of the Products or of the start of the Service by return of email to the address stated on the Order Form within a period of no more than seven (7) days from the acknowledgement of receipt of the Order sent by the Provider, unless a shorter period is provided for in the Order Form, or, as the case may be, in a Contract or in Special Terms.

Article 1.4: Delivery

1.4.1 The Provider agrees to deliver the Products and/or Services at the places, on the dates and at the times stated in the Customer's Order Form.

1.4.2 The delivered Products shall strictly comply in all respects (particularly quality and quantity) with the terms of the Order and the characteristics agreed between the Parties.

1.4.3 The Services shall strictly comply with the needs stated by the Customer at the time of the Order or in the user requirements given by Customer, in a Contract or in Special Terms.

1.4.4 In the event of any reservations expressed by the Customer, reported by any means, the Provider shall remedy the contractual breaches observed as soon as possible.

If, at the end of a period of fifteen (15) calendar days, the breaches observed have not been remedied, the Customer may decide to reject the Services and will be reimbursed for all sums received by the Provider.

1.4.5 In the absence of reservations, the Customer shall declare the conformity of the delivery in writing by signing the delivery note. Acceptance entails transfer of ownership and risk.

Article 1.5: Continuity of Products

The Provider undertakes to supply the Customer, after receipt of the Products, under similar conditions, particularly in terms of price, references and delivery times, with the Products, parts, components and other elements necessary for the use of the products, for a period defined by the Parties.

Article 1.6: Conformity of Products and Services

1.6.1 The Provider shall exclusively supply Products and Services that are free from any visible and/or latent defects, and which comply with applicable regulations, good workmanship and good practices, the state of the art and normal requirements of use, reliability, life and purpose that are known to the Provider.

1.6.2 The Provider shall guarantee that the Products and Services comply with the needs of the Customer, and that Products shall last and operate as required for a minimum period of three (3) years from the acceptance of the Products.

1.6.3 The Provider similarly guarantees that it shall, within fifteen (15) calendar days unless a shorter period is provided for in the Order Form, a Contract or special Terms, repair or replace, at the option of the Customer, any defects, faults and nonconformities of the Products and Services that are found during the warranty period at its own costs, and shall hold the Customer harmless for any resulting damage. Any expenses or costs incurred for the implementation of the warranties shall be paid by the Provider.

TITLE II. FINANCIAL TERMS AND CONDITIONS**Article 2.1: Prices, invoicing and payment**

2.1.1 The prices shall be firm and non-revisable and quoted inclusive of all costs, including transport, packaging, unloading, insurance, taxes and other charges, with the exclusion of applicable VAT. They shall be those stated in the Order Form approved by the Customer.

2.1.2 The Provider's invoices must contain the mandatory legal information and that required by the Customer, particularly the Customer's legal entity to which the invoice is addressed, the Order Form number and the VAT number, and shall be sent to the address stated by the Customer. Any failure to comply with these requirements shall automatically lead to the return of the invoices, and payment shall be suspended until a complete invoice is submitted.

2.1.3 Payments shall be made within a period of sixty (60) days of the date of issuing of the invoice, by bank transfer.

2.1.4 In the event of a payment delay, the Provider may charge an inclusive penalty to the Customer for collection fees, set to forty (40) euros in accordance with Articles L. 441-10 and D. 441-5 of the Commercial Code [Code de commerce].

2.1.5 In the event of a payment delay, the Provider may apply a penalty for late payment that may not in any event be greater than three (3) times the legal interest rate applicable in France.

Article 2.2: Schedule and penalties

2.2.1 The delivery schedule agreed beforehand between the Parties shall start from the date of the acknowledgement of receipt of the Order by the Customer. The schedule shall be upheld and may not be modified without the prior written consent of the Customer.

2.2.2 The Customer reserves the right to refuse any early delivery.

2.2.3 The schedule provided in the Order shall end on the date of delivery of the last Product or Service relating to the Order.

If the schedule is not followed, the Customer may, on the sole grounds of the delay, apply as of right and without any formality a penalty for late payment in an amount equal to 0.5% of the total value of the Order per calendar day of delay, limited to the value of the Order, without prejudice to any damages.

Beyond that limit, the Customer reserves the right to terminate said Order or Agreement as of right merely through notification, without advance notice or intervention of the courts, and without prejudice to its right to compensation for any resulting damage.

TITLE III. INFORMATION SECURITY AND BUSINESS CONTINUITY**Article 3.1: Information Security**

3.1.1 The Provider agrees to protect the security of the Customer's information that is made accessible for the purposes of the performance of the Service, particularly its availability, integrity and confidentiality in accordance with Articles 3.2, 3.3, 3.4 and 4.3 of these ST&Cs.

3.1.2 Depending on the nature of the Products or Services, the Customer may send a questionnaire to the Provider relating to its information security policies and procedures. Said questionnaire shall be aimed at enabling the Customer to assess the Provider's information security standards and make sure that they are consistent with its own approach to information security.

3.1.3 The Provider agrees that it shall keep a register of persons authorised by the Customer to receive the Customer's information and have access to it. It agrees to put in place all inspection measures that are necessary to guarantee information security.

3.1.4 The Provider agrees to comply with the regulations and the security measures, procedures and policies put in place by the Customer and made known to the Provider during the performance of the Service.

3.1.5 The Provider shall make sure that its employees and subcontractors who handle Customer information are aware of and have understood the information security instructions. If necessary, the Provider shall organise information security training for its employees and subcontractors.

3.1.6 The Provider undertakes to implement a security incident management process. All incidents that have affected, affect or could affect the information of the Customer or its personnel, customers and partners resulting from the activity of the Provider, shall be notified to the Customer as soon as possible, and in any event at the latest within 24 hours after the Provider becomes aware of the same.

3.1.7 In the event of a security incident, the Provider undertakes to propose and implement, following the validation of the Customer, an action plan to contain without delay the source and the impact of the incident.

Article 3.2: Confidentiality

3.2.1 Any information of any nature, whether commercial, technical, financial, accounting, legal or administrative, disclosed between the Parties on the occasion of the conclusion of the Order or the Contract, or during performance of the Service (hereinafter referred to as « **Confidential Information** »), shall remain the sole property of the disclosing Party and shall be considered to be confidential with no need for the Customer to specify or mark its confidential nature. Any Orders or Order Form, these ST&Cs, any Special Terms or Contract entered into, is Confidential Information.

3.2.2 As an exception, the following does not constitute Confidential Information within the meaning of these ST&Cs:

- information which a Party can establish that it was lawfully aware of before it was transmitted by the other Party,
- information in the public domain other than by reason of a disclosure, direct or indirect, by one of the Parties,
- information disclosed on a public basis by a third party legitimately holding it and having the right to disclose it,
- Information for which the Parties have accepted free communication or use in writing.

3.2.3 Each Party agrees:

- to protect the confidentiality of the Confidential Information provided by the other Party as part of the Order or the Contract, negotiations prior to the Order or the Contract or during the performance of the Service;

- to only use the Confidential Information that has been given to it as part and for the purpose of the performance of the Order or the Contract;
- to return all documents that have been given to it and any copies thereof after the end of the performance of the Order or the Contract;
- to keep no copy, excerpt, reproduction, record or other element relating to the Confidential Information that has been given to it, with the exception of a backup copy, it being agreed that the data is to be retained in accordance with the security procedures mentioned in article 3.1 *et sequentes* of these ST&Cs;
- to not use on its own behalf, directly or indirectly, the Confidential Information that has been given to it and the results obtained by it;
- to only disclose the Confidential Information received from the other Party to the members of its personnel expressly responsible for the performance of the Order or the Contract or those who need to know it, it being understood that the member entities of the Deloitte Touche Tohmatsu Limited network, as well as their subsidiaries and affiliates (hereinafter the "**DTTL Network**") may have a need to know such information, so that the Provider accepts the principle of sharing Confidential Information and documents relating to the Order or the Contract within the DTTL Network, and also with the insurers or legal advisers and any sub-contractors of the Customer, while guaranteeing the confidentiality of the Confidential Information transmitted;
- to take all the steps that are required to ensure that its personnel and/or legal representatives comply with the terms of this article;
- to guarantee compliance with this article by any subcontractors;
- to make every effort to make a reasonable and legal attempt to prevent a disclosure in the event that one of the Parties is required to disclose Confidential Information under a request from an administrative or market authority, a court decision of a competent court, an investigation procedure in the context of legal proceedings, or any law or regulation having the force of law, and to inform the other Party thereof without delay, the information disclosed remains Confidential Information with the sole exception of the said disclosure.

3.2.4 This article shall remain in force for five (5) years after the date of the end of the Order or the Contract between the Customer and Provider.

Article 3.3: Professional secrecy

It is specified that the Parties shall be bound by professional secrecy (Article 226-13 of the French Penal Code). The Customer may immediately terminate the Order or the Contract without compensation to the Provider if the professional secrecy obligation is violated, and without prejudice to its right to be indemnified.

Article 3.4: Protection of personal data

3.4.1 The Parties undertake to comply in all circumstances with the provisions of the French Data Protection Act of 6 January 1978, as amended, relating to data protection, as it exists on the date of signature of the Contract, and as it may be amended, with the European general data protection regulation 2016/679 ("GDPR"), and with any other rule, law, recommendation or regulation of a competent French or European authority.

3.4.2 Each Party guarantees that it has collected the personal data that it transmits to the other Party in a fair and lawful manner and that it processes it only in accordance with the applicable regulations in force, in particular article 6 of the GDPR.

3.4.3 Each Party shall be responsible for processing the data it transmits to the other Party as the Controller.

3.4.4 The data subjects concerned shall have the right to request from the Controller access to and rectification or erasure of personal data, or restriction of processing or to object to processing, as well as the right data portability. For the exercise of these rights, the data subjects concerned may address the Customer in writing to dpo@deloitte.fr

The Provider undertakes to provide the Customer with the contact details of its data protection officer or other dedicated contact person.

3.4.5 The Parties shall refrain from communicating to a third party the Order or the Contract, in any form whatsoever, the personal data exchanged between them, or from making any unintended use thereof between the Parties. The Parties undertake to take all

useful precautions to preserve the confidentiality and security of personal data and in particular to prevent it from being stolen, distorted, damaged or communicated to unauthorized persons. The Parties also undertake to take the necessary technical and organizational security measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration in accordance with applicable personal data protection laws.

3.4.6 Each Party undertakes to process personal data only for the strict purposes of implementing the Order or the Contract.

It is recalled that personal data is Confidential Information.

3.4.7 If the Provider wishes to use subcontractors, it undertakes to obtain the prior written consent of the Customer. The Provider shall use only subcontractors providing sufficient guarantees that appropriate technical and organizational measures are in place, in accordance with the applicable regulations, and undertakes to sign a written contract with each subcontractor imposing on it the same data protection obligations as those provided for in the Order, these ST&Cs, Special Terms or the Contract, in particular obligations relating to security, confidentiality, cooperation in the event of data breach and international transfers of personal data.

If the Provider uses a sub-contractor, the Provider shall provide the Customer, at the Customer's request, with a certificate guaranteeing the implementation of the obligations relating to the protection of personal data by its sub-contractor, as well as a description of the processing carried out by the sub-contractor, indicating in particular the purposes of the processing, the categories of data processed, the categories of persons having access to the data and the place(s) where the data is stored. If the sub-contractor fails to comply with the data protection obligations, the Provider shall remain fully liable to the Customer for the proper performance of its sub-contractor's obligations and undertakes to fully indemnify the Customer for any costs, losses and other damages it may incur.

3.4.8 Personal data processed under the Order, Special Terms, these ST&Cs or the Contract is kept for the time strictly necessary for the purpose of processing and will then be deleted.

3.4.9 Where the Provider processes personal data as a Processor within the meaning of the GDPR, the

Provider shall return the personal data to the Customer at the end of the Order or the Contract, for whatever reason, and shall delete all traces of it from its archives and databases, unless it is authorized to retain it for a longer period pursuant to the legislation in force.

3.4.10 The Provider undertakes to inform the Customer immediately of any request from data subjects and to cooperate with the Customer in exercising their rights.

3.4.11 The Provider undertakes to notify the Customer without delay of any security breach likely to affect the security of personal data, to carry out investigations in order to provide the Customer with any useful information on the nature and extent of any personal data that may be affected and the corrective measures taken or to be taken to prevent such a breach from occurring again, all at the Provider's expense.

Notification shall be sent to the Customer's data protection officer at the following address: dpo@deloitte.fr

3.4.12 All personal data processed in connection with the performance of the Order or the Contract will be hosted on the servers of each of the Parties, located in France or in the European Union and processed only in France or within the European Union.

No transfer of personal data may take place outside the European Union without the prior written consent of the Customer. In the event of the transfer of personal data outside the European Union, for the purposes of the performance of the Order or the Contract, the Party concerned shall seek the prior written consent of the other Party so that it may refuse such transfer if it considers that the necessary measures to ensure that the data benefit from a level of protection equivalent to that existing within the European Union are not in place. If the Customer agrees to this transfer, the Provider undertakes, in particular, to ensure the implementation of appropriate guarantees in order to supervise the said transfer and to guarantee the necessary and adequate level of protection under the applicable laws on the protection of Personal Data.

3.4.13 The Provider undertakes to provide the Customer with all the information necessary to prove compliance with its obligations and will collaborate with the Customer in the event of an audit concerning personal data. Each Party shall carry out any required formalities incumbent upon it.

3.4.14 In the event of failure by the Provider to comply with any of the obligations provided for in this article, the Customer may terminate the Order, Special Terms, or the Contract, as of right, eight (8) days after formal notice has been served to the Provider by registered letter with acknowledgement of receipt and has remained unsuccessful, or immediately in the event of a breach that cannot be remedied. In this case, the Provider shall not be entitled to the benefit of any clause in the Order, Special Terms or the Contract that may have the purpose or effect of limiting its liability.

3.4.15 In addition, each Party may process personal data concerning the other Party, such as, in particular, the names, e-mail addresses, telephone numbers of the representatives and/or contact persons of the other Party. This data is processed by the receiving Party as data controller for the following purposes:

(i) compliance with professional and ethical regulations (in particular management of the obligation of independence, management of conflicts of interest and quality control);

(ii) the management of the business relationship between each Party and the other, including administrative and financial matters.

Article 3.5: Provider's business continuity

Each Party must be able to cope with events liable to significantly disrupt the normal functioning of its organization and its activity, in particular by causing the loss of critical resources.

The Provider guarantees to the Customer that it has defined, implemented and that it maintains protection strategies making it possible to avoid the occurrence of such events, and / or to limit the effects of such events. These protection strategies and all of the provisions provided by the Provider must enable it to meet its obligations resulting from the Order, Special Terms, the Contract and/or these ST&Cs.

All of these protection and remediation measures are described in a business continuity plan or in one or more equivalent document (s), which the Provider will communicate to the Customer at the latter's request.

TITLE IV. REGULATIONS, ETHICS AND SUSTAINABLE DEVELOPMENT**Article 4.1: Employment legislation**

4.1.1 The Provider agrees to deliver the products and perform the Services in accordance with national and international laws and regulations, particularly in respect of workplace safety, environmental protection and labour law.

4.1.2 The Provider agrees to comply with the provisions of Decree 92158 of 20 February 1992 setting out the particular health and safety requirements applicable to the work carried out in an establishment by an outside company (Article R. 4511 to 4515-11 of the French Labour Code [Code du travail]).

4.1.3 The Provider agrees to comply with the employment legislation in respect of measures against illegal work (Articles L. 8222-1 *et sequentes* and Articles R. 8222-1 *et sequentes* of the French Labour Code) and foreign labour (Articles L. 8253-1 *et sequentes* and L. 8254-1 *et sequentes* of the French Labour Code).

4.1.4 In accordance with the legal provisions in respect of the prevention of and penalty for undeclared work, the Provider agrees to submit the following to the Customer before the conclusion of the Order, Special Terms or the Contract and every six (6) months till the end of the Order, Special Terms or Contract:

- an attestation of the filing of employee welfare declarations and payment of social security contributions from the welfare body in charge of collecting welfare contributions dating from less than six (6) months;
- a certificate of the registration in the Trade and Companies Register dating from less than three (3) months;
- if applicable, a list with the names of the foreign employees who require work permits under Article L.5221-2 of the French Labour Code, with the following for each employee: date of employment, nationality, type and serial number of the document acting as a work permit.

Article 4.2: Ethics and sustainable development

4.2.1 The Customer is committed to corporate social responsibility (CSR) relying on the four (4) principles below:

- providing confidence in a changing economy,
- innovating to contribute to growth and development in solidarity,
- creating high-quality employment and reinforcing youth employability,
- turning the environmental objective into a driver for economic development).

This approach has been described in its CSR report available on the Customer's website.

4.2.2 In that respect, the Customer wishes to make sure that its Providers' behaviour is consistent with its own CSR approach and that they agree to the following key points:

- The Provider agrees to comply with the fundamental conventions of the International Labour Organisation (ILO) in all the countries in which it operates, as well as the principles of the UN Global Compact.
- The Provider agrees to submit its CSR approach to the Customer, along with its CSR reports for measuring its performance in the area. The Provider will also communicate its ethical or conduct codes if available.
- The Provider shall inform the Customer of the parts of its HR policy which particularly address the following aspects:
 - career equality between men and women,
 - diversity and equal opportunities,
 - inclusion of disabled workers,
 - prevention of psychosocial risks and protection of quality of life in the workplace.
- The Provider shall inform the Customer of those parts of its environmental policy that address the following aspects:
 - measurement and reduction of greenhouse gases,
 - suggestion of eco-designed or approved Products or Services,
 - waste reduction and recycling,
 - environmental requirements applicable to the Provider's service providers.

4.2.3 Depending on the nature of the Products or Services, the Customer may send a more complete questionnaire to the Provider relating to its CSR performance in areas judged to be relevant.

The questionnaire shall be intended to allow the Customer to measure the involvement, commitments and practices of the Provider, consistent with its own CSR approach.

Article 4.3: Anti-corruption rules

4.3.1 The Provider agrees that the Customer has agreed to comply with the applicable laws and regulations that prohibit corruption and prohibit the payment or receipt by any of its senior managers, employees, partners, representatives, agents or other third parties acting on its behalf of any amounts or the securing of benefits that could be assimilated with acts of corruption.

4.3.2 The Provider agrees to the following as part of its relations with the Customer:

- (i) Neither the Provider nor its senior managers, employees, partners, agents or other parties acting on its behalf have committed or will commit any act of corruption towards a senior manager, employee, partner, agent of the Customer or any other party,
- (ii) The Provider has put in place and shall put in place appropriate anti-corruption rules and controls to prevent and detect acts of corruption within its organization, whether by its senior managers, employees, partners, agents or other parties acting on its behalf,
- (iii) The majority shareholder of the Provider is not a civil servant (i.e any agent or employee of any government or governmental agency, ministry or department) and does not hold any other position that could exert illegal influence on behalf of the Customer or its affiliates. If any of the afore mentioned parties are to become a civil servant, the Provider shall immediately inform the Customer.

4.3.3 The Provider agrees to inform the Customer as soon as it becomes aware of or has reasonable reasons to suspect that activity related to the Order or the Contract violates or could violate any anti-corruption regulations in the countries in which the Provider operates.

4.3.4 The Customer may terminate the Order or the Contract with immediate effect after written notification – as of right and with no need for a legal formality – if, during the term of the Order or the Contract, the Provider is found guilty of an act of corruption or has violated this article or anti-corruption laws and regulations, whether or not that is related to the Order or the Contract.

4.3.5 To the extent allowed by applicable laws, the Provider agrees to compensate the Customer, its senior managers, employees, partners, agents or other parties acting on its behalf for any loss, harm, damage or cost (including legal costs) sustained due to a violation of this article.

4.3.6 The Provider agrees that the Customer may disclose the content of the Contract to third parties, so that the Customer can demonstrate compliance with the applicable anti-corruption rules.

TITLE V. GARANTEES, LIABILITY AND INSURANCE, AUDIT

Article 5.1: Liability and insurance

5.1.1 All the employees of the Provider assigned to the performance of the Order or the Contract shall remain under the authority of the Provider in all circumstances.

5.1.2 The Provider has an obligation of result towards the Customer and assumes full responsibility and liability for the Products and/or Services.

5.1.3 The Provider agrees to take out insurance with a company known to be financially sound to guarantee the pecuniary consequences of its third party liability for injury, damage to property and intangible damage, whether direct or consequential and regardless of origin, sustained by the Customer or by any third party during the term of the Order or the Contract. Insurance premiums shall be paid exclusively by the Provider.

5.1.4 The Provider shall submit copies of attestations of insurance cover taken out by it whenever requested by the Customer.

5.1.5 The indication of the amount of the cover in the insurance policy shall not in any event amount to a waiver by the Customer of the liability of the Provider above those amounts, or any limitation of liability.

Article 5.2: Intellectual property

5.2.1 Where the performance of the Order or the Contract leads to the supply to the Customer by the Provider of one or more deliverables created specifically for the Customer, the Customer acquires the intellectual property of these deliverables for the

agreed price. This transfer includes the right to reproduce, adapt, translate, represent and continue to exploit a derivative work. This assignment is exclusive and valid for the whole world. It is granted for the duration of the intellectual property rights in accordance with French and foreign laws, international conventions, current and future.

The Provider warrants to the Customer that it has not granted any similar rights to these deliverables to third parties and undertakes not to assign or grant any rights of any nature whatsoever over these deliverables to third parties.

The Provider fully warrants to the Customer that the deliverables to which the rights are assigned are legally available, are not encumbered by any rights whatsoever belonging to third parties, employees or other service providers acting on its behalf, and that it has obtained all necessary authorisations, undertakings or assignments.

5.2.2 The Provider shall guarantee the quiet enjoyment of the intellectual property right granted or licensed to the Customer. It shall indemnify the Customer from all action by third parties as a result of the violation of intellectual property rights relating to the Products and/or Services and shall be liable to the Customer for any direct or indirect damage arising out of the same.

5.2.3 The Provider shall agree to adapt the Products and/or Services at its own cost if they violate the intellectual property rights of a third party or replace them with Products and/or Services that are similar or equivalent so that the Customer may freely continue to use them without incurring any liability.

Article 5.3: Independence and financial position of the Parties

The Provider declares that it operates as an independent service provider without any subordination to the Customer. It enjoys the independence of any company in the organization of his activity. It therefore organises its activities freely and bears all costs.

Furthermore, the Parties acknowledge that they have contractual freedom to negotiate and conclude the Order or the Contract and that each has demonstrated good faith in order to reach a balanced agreement regarding their respective obligations.

The Provider undertakes not to devote all of its resources to the performance of its obligations under the Order or the Contract and acknowledges that it

retains all powers to ensure the diversification of its clientele or to increase its market share, in particular for this type of service, and that it is incumbent upon it to take all necessary steps in this respect, in particular to avoid any situation that could lead it to depend mainly on the Customer's activity.

Each Party declares that its legal and financial position is fully compatible with the performance of the Service. In particular, the Provider guarantees that on the Effective Date or on the date of conclusion of the Order or the Contract, it has not suspended payments and is not in a position that could lead to such a suspension of payments in the near future.

Article 5.4: Audit

5.4.1 The Customer reserves the right to carry out, at its own cost, any inspection that it may deem fit to assess compliance by the Provider with the aforementioned provisions in the areas of information security, personal data protection, compliance with anti-corruption rules, confidentiality, and professional secrecy where applicable and/or the quality of the Services, and without this giving rise to a billing from the Provider within the limit of one (1) audit per year.

5.4.2 To this end, the Provider will keep at the disposal of the Customer all necessary information and documents, which will be kept and archived in accordance with good practice, so that the Customer can, subject to at least prior notice thirty (30) calendar days, mandate any auditor to carry out an audit. In the event of a security incident or breach of personal data, the Customer reserves the right to conduct an audit with shorter notice.

5.4.3 The Provider undertakes to fully cooperate in these audits, facilitates access to any premises, installation, all documents, deliverables, tools or information or any other useful element and allows the proper conduct of the auditor's mission, it being understood that the information collected may not be used for purposes other than the said audit.

5.4.4 In the event that the audit reveals one or more non-conformities, the Provider would be required to remedy it and / or propose an action plan, within a period agreed with the Customer, and to compensate this last of all the costs incurred for this audit.

TITLE VI. FORCE MAJEURE AND TERMINATION**Article 6.1: Force majeure**

6.1.1 In the event of total or partial non-fulfilment of one of its contractual obligations, the Party debtor of this obligation shall not be considered to be in default, nor shall it be liable to pay compensation, if the fulfilment of the obligation has been made impossible by a case of force majeure as defined by law and jurisprudence.

The Parties expressly agree that the same shall apply when the Party which is the creditor of an obligation is unable to benefit from it, in whole or in part, when this impossibility results from an event beyond its control, which could not reasonably have been foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures.

6.1.2 The Party facing such a case of force majeure or such an impossibility shall:

- immediately inform the other Party by post or e-mail of the existence of the force majeure or of the impossibility to benefit of an obligation, which will be reported in detail, indicating the foreseeable duration of the event and the measures taken or attempted to remedy the consequences;
- and make its best efforts to find an alternative solution or in any event to resume performance of the Contract as soon as reasonably possible.

6.1.3 If the impediment is temporary, the performance of the Order or the Contract will be suspended unless the resulting delay justifies the termination or cancellation of the Order or the Contract.

If the impediment is partial, only the impeded obligations will be suspended, unless the balance of the Order or the Contract, or its interest for one of the Parties, is affected. In this case, the Parties shall meet to try to reach a new agreement, each Party nevertheless having the option to terminate the Order or the Contract.

When the impediment is complete and definitive, the Agreement is terminated as of right.

6.1.4 In all cases, such termination will take place without any compensation being due, at the initiative of the Party which will send the other Party a registered letter with acknowledgement of receipt to notify the termination taking effect at the earliest on the date of occurrence of the event.

In any event, the Provider shall be obliged to return to the Customer all sums already paid by the Customer for all Services not provided or not performed.

For all Services invoiced on a time-spent basis, the amounts paid will be refunded on a *pro rata temporis* basis.

For all Services partially performed, the refund will be made in proportion to the portion not performed and not delivered to the Customer, taking into account the actual value to the Customer of the partial Service and its usability, as well as the means provided by the Provider.

Article 6.2: Withdrawal – Termination – Lapse - Cessation**6.2.1 Withdrawal**

The Customer reserves the right to withdraw from the Order within two (2) business days of the Order, even after the Order has been confirmed by the Provider, without incurring any costs or penalties.

6.2.2 Termination

If the Provider fails to fulfil its contractual obligations and does not remedy non-fulfilment within thirty (30) days of the sending of a registered letter with acknowledgement of receipt of a notice by the Customer, the Customer may terminate the Order or the Contract as of right, without prejudice to any damages it may claim.

Similarly, the Customer may terminate the Order or the Contract as of right if the Provider goes bankrupt or if any collective procedure is initiated against the Provider, unless otherwise decided by the procedure bodies.

In these two (2) cases of termination, the Provider shall be obliged to reimburse to the Customer all sums already paid by the Customer for all Services not fully provided or not fully performed in accordance with the Order or the Contract.

6.2.3 In the event of any legislative or regulatory change or change in circumstances (including changes in the ownership of the Provider or any of its affiliates) which has the effect of rendering the performance of any part of the Contract unlawful or illegal or contrary to professional or independence rules, the Customer may terminate the Contract as of right.

The Provider shall then be required to reimburse to the Customer all sums already paid by the Customer for all Services not provided or not performed.

For all Services invoiced on a time-spent basis, the sums paid will be refunded on a *pro rata temporis* basis.

For all Services partially performed, the refund will be made in proportion to the portion not performed and not delivered to the Customer, taking into account the actual value to the Customer of the partial Service and its usability, as well as the means provided by the Provider.

6.2.4 Lapse

When the performance of the Order or the Contract forms part of a set of two or more contracts, all of which are necessary for the performance of the same operation, and one of them disappears, the Order or the Contract shall automatically lapse when its performance is rendered impossible, deprived of purpose or interest for one of the Parties.

The lapse shall terminate the Order or the Contract. It is established, without any compensation being due, by the Party that sends the other Party a registered letter with acknowledgement of receipt to notify the termination of the Order or the Contract at the earliest on the date of occurrence of the lapse, i.e. on the date of the disappearance of one (or more) of the contracts required for the operation.

The Provider shall then be required to reimburse to the Customer all sums already paid by the Customer for all Services not provided or not performed.

For all Services invoiced on a time-spent basis, the sums paid will be refunded on a *prorata temporis* basis.

For all Services partially performed, the refund will be made in proportion to the portion not performed and not delivered to the Customer, taking into account the actual value to the Customer of the partial Service and its usability, as well as the means provided by the Provider.

In the event that the lapse is directly or indirectly attributable to the Provider, the Provider shall be obliged to reimburse to the Customer all sums already paid by the Customer for all Services not fully provided or not fully performed in accordance with the Order or the Contract.

6.2.5 Contract termination and survival of obligations

The termination of the Order or the Contract, whatever the cause, shall not put an end to the obligations that may survive by their nature in respect of the guarantee, compliance with regulations, intellectual property, confidentiality and protection of personal data.

TITLE VII. MISCELLANEOUS

Article 7.1: Subcontracting – assignment or transfer

7.1.1 The Provider may not subcontract, cede or transfer the Order or the Contract, directly or indirectly, entirely or in part, free of charge or for a consideration, without the express prior consent of the Customer. Failing that, the Order or the Contract may be terminated immediately without penalty by the Customer, due to a breach by the Provider.

7.1.2 If the Customer gives its express consent to subcontracting, assignment or transfer, the Provider shall continue to be liable towards the Customer for compliance by the transferee with all the rights and obligations under the Order or the Contract for the remaining term of the concerned agreement.

7.1.3 Any change in the shareholding of the Provider that leads to a change in control over the Provider within the meaning of Article L. 233-3 of the French Commercial Code shall be reported immediately to the Customer, which shall then be entitled to unilaterally terminate the Order or the Contract under the conditions specified in article 6.2.3.

7.1.4 The Provider shall be liable for compliance by any subcontractors with the provisions of the Order or the Contract.

Article 7.2: Miscellaneous

7.2.1 The nullity or lapse of a contractual clause shall not entail the nullity or lapse of the Order or the Contract. The same shall apply where a clause is deemed to be unwritten. In this case, the Parties agree to make their best efforts to replace the clause which is null and void or deemed unwritten with a valid clause which most closely matches the legal and economic objectives of the Order or the Contract as a whole.

7.2.2 Any delay or failure to enforce a right or a remedy by a Party shall not constitute a waiver of said right or remedy or a waiver of any other right or remedy.

7.2.3 The Provider shall not use the names, logos, trademarks or any other distinctive sign belonging to or relating to the Customer as a reference in its internal, commercial and/or advertising communication.

The Provider may only use the names, logos, brands or any other distinctive sign belonging to or relating to the

Customer as a reference in its internal, commercial and/or advertising communication, only after authorization and prior written confirmation from the Customer and more particularly from the Customer communication and brand service, whilst respecting the Customer's graphic charter, image and reputation. The Provider must present all the communication media intended to the Customer and obtain its formal written and prior authorization before any distribution, it being specified that the Customer reserves the right to accept or refuse the said authorization.

If the Customer also wishes to use the names, logos, brands or any other distinctive sign belonging to the Provider, the Customer must also obtain the prior authorisation of the Provider and respect its image and reputation.

Article 7.3: Applicable law and settlement of disputes

7.3.1 These ST&Cs, the Orders or Order Forms, Special Terms and Contracts are governed by the laws of France.

7.3.2 In the event of a dispute, the Parties will favor, as much as possible, the amicable way in order to try to find a solution.

7.3.3 In all cases where a dispute would be subject of legal proceedings, the dispute shall be brought EXCLUSIVELY BEFORE THE COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF VERSAILLES, NOTWITHSTANDING PLURALITY OF RESPONDENTS OR GUARANTEED APPEALS.