



**1 – PURPOSE:** These General Terms (“GT”) set forth the conditions for the performance of services provided by our Company. They are complemented by the applicable rates, and as the case may be by Specific Terms (“ST”), which prevail over these GT in case of conflict.

Unless agreed otherwise in advance and in writing with our Company, the placing of an order and/or the delivery of the products to our Company amounts to the full acceptance by the Client of our GT in force at that time. Our Company’s GT and ST prevail over the Client’s general purchase conditions and any other document issued by the Client. Our Company may modify at any time these GT, the new version of which will apply from the time of their communication to the Client by any means (including by posting on our website) and replace the preceding versions. Any issue not dealt with in these GT is governed by the compulsory or supplementary legal or regulatory provisions, or the International Conventions, applicable on the date of performance of the services.

**2 – OBLIGATIONS OF THE PARTIES:** Our Company performs the services according to the specifications agreed in advance with the Client in writing or any means of electronic transmission and storage of data. The Client provides to our Company all detailed information necessary for the performance of the services. In this respect, the Client holds our Company harmless from any claim or action resulting from any declaration or document which is incorrect, incomplete, inapplicable or provided late.

**3 – RATES:** The services are invoiced as per the prices based on the applicable public rates or those set forth in the ST. In addition, any order placed by the Client following a price quote from our Company amounts to acceptance of such quote. The price of services, based on public rates or negotiated, is based on the information/orders provided by the Client to our Company, taking into account the conditions of these GT. Our prices do not include duties, taxes or fees owed as per any regulations, including tax or customs regulations, which will be recharged to the Client. The agreed price may be revised depending on the conditions set forth as the case may be in the ST or, in particular for fuel charges, according to the legal or regulatory provisions in force.

**4 – PAYMENT:** In accordance with article L441-11 of the Commercial Code, services for road transportation of goods, rental of vehicles with or without driver, freight forwarding or customs representation shall be paid within 30 days of the date of issuance of the invoice. Payment for other services shall also be due within 30 days of the date of issuance of the invoice, except for pumping and cleaning which shall be paid upon receipt of the invoice. No discount will be granted for early payment. If an invoice is not paid by its due date, an interest equal to the refinancing rate of the European Central Bank, increased by 10 points of percentage, shall be immediately due without a reminder being required, as well as a flat-rate recovery fee of 40€ per unpaid invoice, in accordance with articles L441-10 and D441-5 of the Commercial Code. Any late payment will cancel any other agreed term of payment, so that any other sums owed to our Company shall become immediately due. In case of late payment, our Company reserves the right to suspend its contract with the Client and therefore suspend performance of the on-going services, as well as to refuse performance of new services, until full payment of all outstanding amounts. In any event, our Company may make the performance of any new service subject to full advance payment in respect to a Client with a track-record of late payment or default. For any late payment, the Client will also owe to our Company a penalty equal to 15% of the outstanding unpaid amounts, without prejudice to damages which our Company may claim.

**5 – LIABILITY/INDEMNIFICATION:** As a general rule, any Party shall be liable for the damages it causes and shall indemnify the tangible and intangible direct damages for which it is responsible. Any Party shall also be liable to third parties for tangible and intangible direct damages for which it is responsible, and shall hold the other Party harmless in relation to resulting claims. In any event, our Company’s liability shall be limited to the proven, direct and predictable damages, in accordance with the compulsory or supplementary legal or regulatory provisions, or the International Conventions, applicable on the date of performance of the services, excluding any indirect damage. Save for another applicable threshold, such as those mentioned below in particular, our Company’s liability shall not exceed 300,000 euros per event.

**5.1 Transportation:** Our Company’s liability is governed by articles L133-1 et seq. of the Commercial Code and the standard contracts (annexed to the Transportation Code) applicable on the date of performance of the services for national transports. It is governed by the CMR Convention of 19 May 1956, or other applicable International Conventions, for international transports.

**5.2 Vehicle rental with driver:** With respect to vehicle rental with driver, our Company’s liability is governed by the standard contract for industrial vehicle rental with driver for road transportation of goods. In any event, our Company’s liability shall not exceed 2,300 euros per ton of useful load of the rented equipment.

**5.3 Transport brokerage (commissionnaire de transport):** Indemnification shall follow the rules and limitations set forth in the applicable standard contract. Our Company’s liability for its substitutes shall not exceed such substitutes’ liability. If the limitations of the substitutes’ liability are unknown or do not result from compulsory or complementary provisions, they are deemed identical to the limitations set forth hereafter for our Company’s personal liability. In case of a proven wrongdoing, our Company’s personal liability shall not exceed the indemnification limits set forth in the standard contract for transport brokerage (commissionnaire de transport).

**5.4 Container and other equipment rental:** The Client is solely responsible for the choice of the container or other equipment made available and its fitness to the Client’s intended use. If a particular use has been agreed, the Client shall strictly comply with it. An examination of the equipment is performed, contradictorily or by our Company or a third party designated by our Company, before the equipment is made available and upon its return. Reports resulting from these examinations shall be binding between the parties. During the whole time the equipment is made available, the Client shall maintain the equipment in good state and bear the costs of its routine maintenance, which shall be performed in accordance with our Company’s instructions. Any damage or deterioration, normal use excepted, shall be borne by the Client. The Client shall have the equipment insured against all tangible damages, as well as theft or loss, which such equipment may suffer while it is made available. In this respect, the Client subscribes with a reputedly solvent insurance company and for an appropriate amount a comprehensive damage insurance, which it shall document upon demand from our Company, and the franchise of which shall be borne by the Client. The Client is responsible for any damage caused by the equipment while it is made available and shall hold our Company harmless from any risk or claims (including any lawyer’s or consultant’s fees) in this respect. In case of breakdown or unavailability of the equipment, our Company may be called upon to replace or restore it. The Client shall fully cooperate with the investigation of the causes of this situation and with the appropriate corrective steps. In any event, our Company shall not have to indemnify the Client for any prejudice whatsoever resulting from the unavailability of the equipment.

**5.5 Merchandise storage and other logistics services other than in relation to vehicles:** The goods shall be packaged, wrapped (unless our Company has accepted to take charge of a merchandise in bulk) and marked so as to bear transportation and/or storage performed under normal conditions, as well as the handling steps required during the process. The goods shall not constitute any cause of danger for the driving and/or handling personnel, the environment, or the safety of goods or third parties. The Client is solely responsible for the choice of packaging and its ability to bear transport and/or handling. The specificities of handling and storage conditions must be declared in writing and, in any event, appear clearly on the packaging. Acceptance of goods, the packaging of which does not fulfil the required conditions, cannot be construed as an assumption of liability by our Company. The fact that no reserves have been expressed at the takeover of the goods shall not prevent our Company from invoking at a later stage the absence, insufficiency or defectiveness of packaging. For any damage whatsoever resulting from a wrongdoing in the performance of goods storage or logistics services, our Company’s liability shall not exceed 50,000 euros per event. Damages caused by the quality or inner characteristics of the goods are borne by the owner of the goods or the Client. In relation to such damage, the owner or the Client waive any claim against our Company and its insurers and shall hold them harmless from any claim from third parties (including any lawyer’s or consultant’s fees). They shall procure an identical waiver and commitment from their insurers. Any damage whatsoever, including in particular those resulting from theft, missing quantities, attack, fire, explosion, glass breakage, thunder, leakages, flooding or other natural events, affecting the stored goods, materials or equipment shall be borne by the Client or their owner. They shall take care of the coverage of these risk by an appropriate insurance. They waive any claim against

our Company and its insurers in this respect and shall procure an identical waiver from their insurers. If our Company performs services on premises of the Client, the Client shall waive, and procure an identical waiver from its insurers regarding, any claim against our Company or its insurers in case of damage to the buildings, facilities, goods or materials at the Client’s premises, resulting from fire, flooding, explosion or similar risks, occurring within or to the buildings, regardless of their cause or accountability.

**5.6 Pumping:** For any damage whatsoever resulting from a wrongdoing in the performance of pumping services, our Company’s liability shall not exceed 50,000 euros per event.

The Pumping document is a contractual document. It shall be signed by the worksite manager. Only readable claims that are precisely and clearly written on this document by the worksite manager shall be eligible to a liability investigation.

It being reminded that any pumping operation may be stopped as a result of a mechanical incident to the pump or sudden incapacity of the operator, our Company recommends, prior to the performance of the operation, to order a replacement pump and operator. In lack thereof, our Company shall not be liable for a stop of the pumping operation and the Client shall not bring any damage claim against our Company, on any basis whatsoever.

The correct use of the relevant equipment requires concrete, the composition/characteristics of which are specially designed by the manufacturer of ready-mixed concrete (RMC) for use with the pump. Our Company shall not be liable for a forced stop of the pump caused by concrete unfit to pumping. Our Company shall still charge the service at the applicable rate. Moreover, the costs engaged by our Company (in particular impossibility to attend the next worksite) shall be recharged to the Client. Besides, penalties and damages which might be charged to our Company by a third party, due to the Client’s wrongdoing or failure, shall be recharged to the latter in full. If the timing or order of delivery of the concrete or the pace of arrival of the mixer trucks do not comply with our operator’s recommendations, any damage resulting therefrom (such as throwing away the concrete because of excessive wait, or incident to the pump) shall be borne by the Client.

It is established that pumping does not alter the concrete in any way. Therefore, our Company’s liability may not be sought in case of claims by any person (in particular the principal or the end user) in relation to the quality of the spread product. Our Company shall not be held liable for any deterioration of concrete resulting from the adding of water and/or additives.

**5.7 Vehicle storage on park and related automotive logistics services:** In any event, our Company may not be held liable for damages or loss that do not result from our wrongdoing or negligence in the performance of the services. It is specified that no indemnification shall be due to the Client and its insurers, or to third parties, in case of losses or damages caused by a natural event (thunder, hail, snow, flooding, storm...), and therefore the Client or the vehicle owner shall take care of the insurance against such risks. Moreover, no indemnification shall be due to Client or third parties for damages resulting from inner defects of a vehicle, or a wrongdoing, negligence or omission by the Client or the vehicle owner. In addition, our Company shall not be liable for ageing in stock related to the storage duration, if the services mentioned in the maintenance schedule have not been ordered in compliance with the manufacturer’s specifications. These formal exclusions of warranty amount to an express waiver by the Client, the vehicle owner and their insurers to seek our Company’s liability in this respect. The Client shall procure that the vehicle owner and their insurers comply with this provision. The indemnification of warranted damages shall not exceed the amount of 1,000,000 euros per event, with a sub-limitation at 200,000 euros for services performed onto the vehicle (cleaning, bodywork...), 300,000 euros for the risk of theft, and 100,000 euros for the risk of collision. These amounts constitute the limits of our warranty and liability. Beyond these limits the Client, the vehicle owner and their insurers (the commitment of whom the Client shall procure) waive any claim against our Company or its insurers. The indemnity owed by our company for intangible damage shall not exceed 5% of the tangible damages. Our company covers the entrusted vehicles with automotive civil liability insurance.

**5.8 Vehicle conveying:** The Client shall provide spontaneously all useful information, including the non-apparent specificities of the vehicle, for the correct performance of the conveying service. Our Company may refuse to perform the service or postpone it in case of error in the characteristics of the vehicle, impossibility to reach the pick-up or drop-off sites, dangerous weather conditions, or any other justified reason. The contradictory examination established at the time or pick-up or drop-off, or in their absence the statements of our Company, shall be binding to determine potential damage. When delivery cannot be performed, if our Company could not obtain in due course the Client’s instructions, it shall take the steps which it considers in the Client’s interest, and the Client shall reimburse the costs resulting from the instructions given or steps taken. The vehicles entrusted to our Company shall be equipped with water, oil, fuel and antifreeze (from October 1<sup>st</sup> to April 1<sup>st</sup> each year). More generally, they shall be in good state of use and equipped with the elements, components or products necessary to the planned conveying. Our Company shall in no event be liable for mechanical or structural incidents occurring during the conveying, caused by the absence, insufficiency or poor quality of these elements, components or products, or more generally caused by the state of the conveyed vehicles.

**5.9 Cleaning services:** For cleaning services, the Client undertakes, prior to any performance, to draw our attention in writing and precisely on any characteristics of the products previously transported or to be transported, or of the vehicles or means of transportation, which are of importance to handling, safety, health or performance of the services. Our Company is entitled, but has no obligation, to control the accuracy and comprehensiveness of the information provided. Our Company shall in no event be liable if the product previously transported and/or the information on the services to be performed are not correctly and precisely provided by the Client. The order to clean a containing equipment does not automatically imply the order to clean an accessory; the Client must therefore designate explicitly the accessory that needs to be cleaned. The quality and specificities of a product may require, in addition to cleaning, the possible replacement of joints (man hole, valves...) or filters. In such case, the Client shall request it explicitly from our Company. In the absence of such request, our Company may not be held liable for the non-replacement of a joint of filter. The Client shall inspect the equipment before signing the cleaning certificate or the acceptance of the equipment at the end of the service. In the absence of reserves, this certificate or acceptance shall be deemed proof of the definitive acceptance of our services and amounts to a waiver of any subsequent claim by the Client regarding any defect in the service or damage to the equipment or its content. Our Company warrants, in the current state of the technique, services that comply with the order placed by the Client, without ever making any guarantee against the risks inherent to possible inner defects or the vehicle(s) or the products previously transported, which may cause a defect in cleaning or the service or a shadow zone incompatible with the current techniques. Our Company has an obligation of means and is only liable for wrongdoing committed by it or by its employees. Where it is impossible to inspect the state of the inner coating before the service, our Company may not be held liable for the state of the inner coating after the service. **Our Company’s liability is limited to the direct tangible damage, excluding any consecutive intangible damage, and it shall not exceed the lower amount between the price of the service and 10,000 euros.** The Client waives any claim against our Company and its insurers beyond this limit, and it shall procure an identical waiver from its insurers. The Client undertakes to provide our Company, upon request, with any proof establishing that the relevant services are consecutive or preliminary to an intra-community transport (article 259-A of the General Tax Code) ; failing which, the Client shall pay to the French tax authorities, or via a supplementary invoice, the corresponding VAT, plus the late interests and penalties.

**5.10 Heating:** Our Company makes available facilities, equipment, energies and fluids allowing the Client to proceed to heating of its tanks, iso-tanks or similar transportation equipment, for heating of these containers and their content. One or several members of our staff is also made available to proceed, upon the Client’s instructions, to the plugging and handling operations required. The service is provided at our Company’s station, within the limits of such facilities and equipment. The facilities, equipment, energies and fluids made available are deemed in good state of use, presentation and maintenance and as having the characteristics required for the requested heating operation, save for prior reservations explicitly made in writing by the Client. The Client undertakes to use the facilities and equipment in compliance with their intended use and the applicable regulations (in particular in relation to hygiene and safety, with respect to the operations themselves or the intervention of any staff), and to hand them over in the state they were made available. The Client undertakes to comply with the normal use of the equipment and not to use it

beyond its capacities. Moreover, the Client undertakes : to use the site only for means of transportation which comply with the applicable regulations and duly insured, not capable of causing, with respect to the containers or the content, any damage to the station, its staffs or its equipment; to solely determine and define under its own responsibility the needs, means and technical criteria required for the heating operation; to provide under its own responsibility to the staff made available any instructions required for the correct performance of any handling and implementation of the equipment; and to use the facilities and equipment under its sole instructions and responsibility. The Client shall not perform itself the handling and plugging steps, which shall be carried out by the staff made available under the Client's instructions. The Client is solely responsible for the use and implementation of the heating facilities and its equipment and accessories. The choice of the means and processes, as well as of the characteristics of the fluids (temperature, flow, pressure, quality, etc.) is under the Client's sole initiative and responsibility, by reason of the Client's knowledge of the specifics of the mean of transportation and its content. The performance by the station's staff of the various instructions or handling steps instructed by the Client shall in no event engage the liability of the station. Any member of the station's staff made available is deemed to act under the Client's directives, as an agent (*préposé*) of the Client, with the Client acting as principal (*commettant*). Moreover, from the time the equipment and accessories are made available, their tangible and legal guardianship is transferred to the Client, who shall bear all risks. Therefore, for the whole time they are made available, the Client is liable for any bodily injury or tangible or intangible damage, toward our Company or third parties. Our Company's liability shall only be sought in relation to a proven hidden defect of the equipment made available. It shall be engaged under the condition that the damage and the circumstances of its occurrence have been contradictorily established and confirmed by registered letter with acknowledgment of receipt sent to our Company no later than 48 hours from the occurrence of the damage. **Our Company's liability is limited to the direct tangible damage, excluding any consecutive intangible damage, and shall not exceed 10,000 euros.** The Client waives any claim against our Company and its insurers beyond this limit, and shall procure an identical waiver from its insurers.

**5.11 Parking space rental for vehicles or containers:** The rental of parking space for vehicles or containers is charged monthly in advance, any month begun being due in full. Payment for any given month is due at the latest on the first day of such month. Within the premises, the Client shall comply with the rules regarding driving, parking, safety and compliance of vehicles and containers with regulations on traffic, transportation and parking of dangerous goods, as well as internal regulations. The Client shall limit its use to the designated slot, not interfere with traffic on the site, not create any risk to the safety of our Company or third parties and not create any inconvenience. The Client undertakes not to discharge any pollutant or product capable of creating a risk or inconvenience in terms of hygiene and sustainable development. The Client is bound by a general obligation of cleanliness with respect to its vehicles or containers as well as the space made available. The Client undertakes to comply with the access, parking and exit times and processes set up by our Company. Unless explicitly authorized in advance by our Company, the Client shall not introduce dangerous, inflammable or explosive products or materials, or perform repair works, on the site. It is strictly forbidden to allow a third party to use the space made available. In case of a breach to any of its obligations, the Client shall immediately owe to our Company, as a penalty, an amount of 500 euros per infringement, without prejudice to the potential additional damages our Company may seek. Our Company also reserves the right to immediately terminate the rental without notice or indemnity, to move or remove the vehicle or container under the Client's responsibility and at the Client's cost and/or to block the Client's access to the site until the Client has complied with its obligations. The Client is liable for any damage it may cause to the premises or their equipment, to vehicles and/or property of our Company or third parties present on the premises. Our Company is not bound by any surveillance or prevention duties whatsoever. Therefore, it shall not be held liable, under any circumstances, for tangible or intangible, direct or indirect, damage, such as fire, explosion, total or partial deterioration, theft or alteration of vehicles or containers, their accessories and as the case may be the contained goods. The Client is solely in charge of having the aforementioned risks insured by a reputedly solvent insurance company, and it waives any claim against our Company or its insurers for any damage or incident caused by such events. The Client shall procure an identical waiver from its insurers. In case of any damage to vehicles or containers, to the Client or its property, our Company's liability shall be engaged only in relation to a personal wrongdoing of our Company or its staff, excluding the actions of any other or unknown persons. In any event, our Company's liability is limited to the direct tangible damages, excluding any consecutive intangible damage, and it shall not exceed the residual value of the vehicle or container.

**5.12 Customs formalities and ancillary services:** Customs formalities performed by our Company or its agents are performed under direct representation such as defined under Article 18 of the European Union Customs Code. The Client shall provide, upon request of our Company, a written power of attorney for direct representation naming our Company or its designated agents. In any event, the acceptance of these GT implies a mandate granted by the Client to our Company to conclude in the name and on behalf of the Client a contract for customs direct representation with the customs representative of our election. The Client provides our Company, in due course, with the information necessary for the required formalities in relation to the customs obligations of the Client with respect to the relevant goods, of which the Client declares that it has full knowledge and control. Accordingly, our Company has no obligation of advice. The Client also verifies that the goods comply with the rules for access to market. To this end, the Client makes available to our Company any documents (tests, certificates, etc.) required by the regulations for the purpose of their access to market. Not providing the information and/or document necessary to the correct performance of customs formalities and/or to the justification of compliance with access to market rules expose the Client to risks of sanctions and overcharges, for which it shall be solely liable (sanctions caused by incorrect application of customs regulations, delay in custom clearance, etc.). The Client shall hold our Company harmless against any consequences caused by lacking, incorrect or inapplicable instructions and/or documents, such as additional duties and/or taxes, penalties, late interests, etc. The Client shall also indemnify our Company for the consequences of controls performed by the competent authorities and the related charges, such as parking, surveillance or assimilated costs, etc. Our Company's liability in relation to customs formalities or ancillary services is limited to the price of the relevant service. If the said service is not charged separately, is included in a flat fee or is performed free-of-charge, our Company's liability shall not exceed 100 euros per event.

**5.13 Delays:** For any damage caused by a delay in the performance of any service whatsoever, our Company's liability shall not exceed the price of the relevant service (duties, taxes and other costs excluded).

**6 – SAFETY / RIGHT TO WITHDRAW:** The Client is solely responsible for indicating the work areas and locations, access and loading/unloading zones (hereinafter "Work Zone") and establishing the corresponding safety protocol. It shall also procure that the Work Zone is accessible under normal conditions for the planned service and take all safety measures necessary vis-a-vis the staff and equipment, in order to avoid any damage, such as road signs, interruption of power or fluid, blocking of overhead power lines, protection of pipes, consolidation of the ground and underground, etc. If agreed between the Client and our Company, the equipment is set up upon request and under the instructions of the Client. The Client shall provide all the authorizations and exemptions necessary for the performance of the services, in particular the administrative authorizations for parking on the road and driving. If the Work Zone presents a risk/danger for the staff and/or the equipment and/or third parties, our Company reserves the right to suspend or refuse the performance, in all or part, of the services. Any service ordered but suspended or not implemented due to a problem with conformity and/or dangerousness of the Work Zone or lack of the necessary authorizations will be charged. In any event, the Client guarantees our Company against all actions, claims, proceedings or disputes relating to the safety or regulatory conformity of the Work Zone and undertakes to indemnify our Company in full for any prejudice that it may incur, including any lawyer's or consultant's fees, regardless of whether it has exercised its right to withdraw.

**7 – INSURANCE:** Our insurers guarantee the liability of our Company up to the maximum indemnity amounts mentioned in Article 5 of these GT. It is the Client's responsibility to arrange with our Company, prior to the performance of the service, the subscription on its behalf of any additional insurance that the Client may deem appropriate (declaration of value, declaration of special interest in delivery, damage insurance), in exchange for a supplemental premium.

**8 – FORCE MAJEURE:** Our Company's liability is released should it become unable to perform all or part of its obligations due to events that meet the criteria of force majeure, such as normally upheld by the jurisprudence of the French courts. However, the following are in particular considered as force majeure events releasing our Company from liability, even if they do not meet the aforementioned criteria: total or partial strikes, internal or external, lock-outs, serious bad weather, hail, floods, storms, epidemics, blockage of transport or procurement means for any reason whatsoever, war or serious international crisis, earthquakes, fire, water damage, governmental or legal restrictions, total or partial blockage of networks, sources of energy, in particular electric, or the means of telecommunication. Any damage in the performance of the service caused by a third party will also be considered as a force majeure event, exempting our Company from liability.

**9 – HARDSHIP:** Should changes in the financial, commercial or technical conditions substantially affect our Company so that it bears charges such that the balance of the contract is disrupted or lost, the parties shall meet, upon our Company's request, to negotiate new terms. If they do not reach an agreement within 1 month from such request, our Company may: (i) either immediately terminate the contract without indemnity, or (ii) apply new financial conditions, in which case the Client may, within 1 month, terminate the contract with 3-month notice.

**10 – PRIVILEGE / RETENTION / SECURITIES:** The Client is the presumed owner of the goods and all documents, equipment and values delivered to our Company within the context of the services. As a broker, carrier or logistics/storage provider, our Company benefits from corresponding privileges and securities according to the applicable laws. Moreover, regardless of the capacity in which our Company acts, the Client acknowledges and accepts that our Company has a right of contractual security implying the general and permanent right of retention and preference on all the goods and property of any kind whatsoever in the possession of our Company, as a guarantee for the complete payment of our Company's receivables against the Client.

**11 – SUBSTITUTION AND SUB-CONTRACTING:** Our Company reserves the right to be replaced in all or part of its rights and obligations relative to the contracts concluded with the Client, by one or more companies of the group to which it belongs. Our Company may also entrust the performance of all or parts of the services to one or several sub-contractors of our election who have the appropriate qualifications.

**12 – CONFIDENTIALITY:** The Parties commit to the strictest level of confidentiality regarding the information contained in the contract and/or exchanged between themselves in the course of the negotiation, conclusion and performance of the contract, for all the duration of the performance of the services and 3 years thereafter. Our Company and the Client remain, each respectively: (i) the exclusive owner of confidential information relating to it and/or that it has produced and (ii) sole owner of the related intellectual property rights.

**13 – STATUTE OF LIMITATIONS:** It is agreed that all legal actions against our Company to which the services could give rise, including counterclaims against us, must be filed within one year starting from the performance of the services, regardless of the capacity in which our Company acts.

**14 – PROHIBITION OF BRIBERY:** Our Company has an anti-bribery program. In this respect, it adheres to Middelnext's anti-corruption code of conduct, which may be found on Middelnext's website. The Client undertakes to comply with the principles of prohibition of bribery and to implement actions similar to those set forth in the said code.

**15 – PROTECTION OF PERSONAL DATA:** Each of our Company and the Client undertake to comply with the regulations on data privacy and, in particular the EU Regulation 2016/679 of 27 April 2016. Each party is respectively the controller of data processing of which it determines the purposes and means, and holds in this respect the other party harmless against all damage or third party claims (including any lawyer's or consultant's fees).

For data processing of which our Company is the controller, the legal basis is, depending on the case, the consent of the data subject, the performance of the contract or of a legal obligation or the legitimate interest of our Company. The data recipients are our Company as well as its relevant affiliates and sub-contractors. The data is held for the duration it is necessary to the performance of the services or the legal durations if the latter are superior. The data subject may access their data, rectify it, requests its deletion or exercise their right to the limitation of processing of their data, and if the legal basis of the processing so allows, withdraw their consent, oppose the processing or exercise their right to portability of their data, by contacting: [contact.rgpd@charlesandre.com](mailto:contact.rgpd@charlesandre.com). If these persons consider, after having reached out to us, that their rights are not complied with, they may file their claim with the CNIL.

In case our Company acts as a processor for a data processing, the controller of which is the Client, our Company acts on behalf and upon the instructions of the Client. In such case, the Client undertakes to collect all the necessary authorizations prior to the processing and to proceed with informing the data subjects. More generally, the Client holds our Company harmless against any damage or third party claim (including any lawyer's or consultant's fees) with respect to the relevant data processing. It is the Client's responsibility to propose to our Company the formalization of a specific agreement governing these sub-contracting operations in compliance with the aforementioned regulations.

**16 – GOVERNING LAW / COMPETENT COURTS:** The GT and ST are governed by French law. Whenever possible, the Parties will strive to settle amicably in good faith, for a reasonable time, any dispute relative to the performance of the services or the interpretation of these GT and/or the ST. In the absence of an amicable settlement, the Parties agree to submit any dispute to the competent court of the location of the registered office of our Company, even in the case of multiple defendants or activation of guarantees, except when imperative provisions command otherwise. Nevertheless, our Company reserves the right to sue the Client for payment or warranty according to the common law provisions on competence.