

AKKA SPAIN - GENERAL PURCHASING CONDITIONS

ARTICLE 1 – DEFINITION

Purchaser: designates AKKA Technologies as well as any company related to it within the meaning of Article L233-3 of the French Commercial Code.

End Customer: designates a customer of the Purchaser who purchases a service including the Service.

Order: designates the document issued by the Purchaser and sent to the Service Provider, including particularly the description of the Service ordered, any Special Conditions, as well as the reference to these General Conditions.

Special Conditions: their purpose, if applicable, is to specify the Order by defining the nature of the Service as well as its execution procedures, particularly technical, commercial, financial or other procedure. They can be covered by an implementation contract.

Contract: designates all Contractual Documents as defined by these General Purchasing Conditions, if appropriate relating to the execution of multiple services.

General Conditions: designate these General Purchasing Conditions for services.

Confidential Information: designates all information sent by or on behalf of the Purchaser to the Service Provider, whatever its nature, form or medium, associated with executing the Contract, and particularly but not limited to all resources made available to the Service Provider under the Contract, any technical, industrial, financial and commercial data, or any other information and document relating to the Purchaser's business, strategy, research and development work, without the Purchaser having to specify or identify their confidentiality.

Service Provider: designates the entity contracted by Purchaser under the Contract to execute the Service(s) or provide the Products.

Service(s): designate(s) all the work described in the Order, and if appropriate in the Special Conditions, which in particular includes advice, design, technical support, training, installation, configuration, hardware and/or software development, provided by the Service Provider under this General Purchasing Conditions.

ARTICLE 2 – PURPOSE AND SCOPE OF APPLICATION

After negotiations, the Service Provider and the Purchaser agree that this Contract defines the general conditions and procedures for executing the Orders for the Services which shall be performed by the Service Provider and declare that for any Order from the Purchaser these General Conditions shall apply. The result

of the commercial negotiation shall lead, if applicable, to the establishment of the Special Conditions. Any clauses or conditions shown on any document issued by the Service Provider that do not agree with the conditions on the Order are not enforceable against the Purchaser.

ARTICLE 3 – CONTRACTUAL DOCUMENTS

The conditions for executing the Service are governed by documents ("Contractual Documents"), which are listed below in decreasing order of priority and limited to:

- Orders and their amendments;
- Special Conditions, implementation contracts and any amendments to them;
- These General Purchasing Conditions;
- the technical and commercial proposal by the Service Provider.

If there is any contradiction between contractual clauses, the list above defines the order of precedence for these documents. The Contractual Documents embody the Parties entire undertakings. Any document predating the Contract, if it is not cited in the list of Contractual Documents, does not constitute a document of the Contract. Contractual Documents can only be modified after the explicit written consent of the Purchaser.

ARTICLE 4 – SPECIFICATION AND ORDER

(a) The Service Provider must prepare its proposal according to these General Conditions. Its proposal shall comply with the Purchaser specification and include all supplies, services and work required to achieve the utter completion of the Order and carry out the Service. Proposals not confirmed in an Order by the Purchaser shall not result in any kind of payment or compensation whatsoever. The service Provider's proposal, when approved, is subject to an Order from the Purchaser. The Purchaser shall only be bound upon signature of the Order. The Service Provider's acceptance of the Order implies its compliance with the obligations and requirements defined in this Contract.

(b) Order acknowledgements: The Service Provider shall acknowledge receipt of the Order within a maximum of three (3) working days after it is sent. Failure to formally acknowledge receipt within this deadline shall be interpreted as unreserved acceptance of the Order by the Service Provider. Starting to execute the services shall signify implicit and unrestricted acceptance by the Service Provider of the initial Order conditions, its Special Conditions and these General Conditions.

Notwithstanding the above provisions, the Purchaser has a period of five (5) calendar days after sending the Order to the Service Provider in which to notify the Service Provider of its decision to cancel the Service, without this conferring any right to consideration or compensation.

The Order acknowledgement shall bear unreserved consent to all clauses of the Order. If any conditions, modifications or reservations whatsoever are presented in the order acknowledgement in regard to the General Conditions and Special Conditions to the Order, these additions, modifications or reservations must be subject to a written amendment to the Order formally accepted by the Purchaser, or otherwise be rendered void.

ARTICLE 5 – EXECUTION OF SERVICES

(a) Service Provider's obligations: In exchange for the price, the Service Provider shall supply the Services according to current best practice and in accordance with the terms of the Contract. The Services shall be carried out within the delivery times and meet the contractually-defined quantitative and qualitative performance standards. The Service Provider is responsible for supplying the resources necessary to execute the Services in accordance with the terms of the Contract, which particularly includes all human resources, equipment and logistics. By accepting the Order, the Service Provider declares that it has the necessary qualifications, based on the volume and nature of the Services, and recognises that the appropriateness of the resources to the Service is the determining criterion for the Purchaser's consent in agreeing the Contract.

In addition, given its expertise, the Service Provider is bound by a duty of advice towards the Purchaser.

With the exception of data having to remain confidential, the Service Provider shall send the Purchaser all technical, industrial, economic or commercial information necessary to understand costs, technical risks and the processes used.

The Service Provider is bound to notify the Purchaser of any event whatsoever that hampers correct execution of the Service. Supporting documents, precisely establishing the fact, shall be sent in writing to the Purchaser within 48 hours following the beginning of the event.

(b) the Purchaser's obligations: the Purchaser shall supply or make available to the Service Provider any resources identified in the Order necessary to carry out the Service. However, the Purchaser is and remains the sole owner of all

resources and information made available to the Service Provider.

(c) Coordination: Each party undertakes to designate, as appropriate and for the duration of the Contract, a qualified person having the authority and ability to take decisions relating to managing and executing the Services. Each party may change the coordinator on condition that this change is notified to the other party in writing. The parties agree that all problems relating to execution of the Contract shall be addressed exclusively to the coordinators.

(d) Date and Place of execution of the Services: The date and place for delivering the Service are included on the Order. The Services will be delivered at the Service Provider's cost and at its own risk to the place and within the delivery times defined in the Order, or where unspecified to the Purchaser premises. The delivery time can be revised by joint agreement between the parties. If, during execution of the Services, the Service Provider realises that the delivery time will not be met, it shall notify the Purchaser as soon as possible and shall take all necessary measures to reduce this delay.

(e) Modification: At any time while executing the Service, the Purchaser has the right to ask the Service Provider in writing to modify the Service. Modify means any reduction, cancellation or increase in the content of the Service that cannot reasonably be considered as covered by the fixed price nature of the contract. The Service Provider is bound to carry them out and the conditions for their execution remain those for the initial Service, unless other provisions are agreed with the Purchaser in writing. The Service Provider shall immediately notify the Purchaser in writing if it considers that the modifications involve an increase or decrease in the price and contractual delivery time. It must also notify the Purchaser if other obligations of the Service Provider will be called into question by its modifications and must submit all supporting documentation to the Purchaser. These obligations shall therefore only be revised by written agreement. Any modification by the Service Provider that is not authorised by the Purchaser may result in costs for the Service Provider, demolition, correction or reworking needed to comply with the Order, without prejudice to damages and compensation that could result from the influence of this modification on the final quality of the Order and services contracted to third parties. Under these conditions, the Service Provider is bound immediately to carry out these instructions, which must not be suspended in particular pending agreement on their value.

(f) Acceptance of Services: Acceptance of the Services is, by means of a handover

report, hereafter called the "Report", signed and dated by the two parties, each of which receives an original copy. The Purchaser may refuse to accept all or part of the Service and reserves the right to reject all or part of the Service, particularly in the following cases: (i) if the expected documents do not meet the expressed need; or (ii) if one or more contractually required Reports is/are not prepared or the reservations noted in them are not lifted. This list is not exhaustive. In the opposite case, the Purchaser will draw up a Report stating the acceptance date for the Services and any reservations. The Service Provider undertakes to lift these reservations within the deadlines given in the Special Conditions. If not, the contract may be cancelled by the Purchaser.

ARTICLE 6 – CONTRACTUAL PERFORMANCE BOND

The Service Provider may be requested to provide any necessary bank security or bond intended to cover the Service Provider's contractual commitments, the procedures for which are defined in the Contract. The Purchaser reserves the right to refuse a performance bond if the guarantor bank, financial establishment or insurance company does not, in its opinion, appear to provide all the cover required. The financial cost of this will be paid entirely by the Service Provider without being able to include it by modifying the price of its proposal. Failure to provide the required performance bond will justify suspending the corresponding payments until it is obtained. No validity end date should be featured on the performance bond, but only the description of the event that will render this document null and void.

ARTICLE 7 – PRICE AND PAYMENT CONDITIONS

Prices exclude taxes and are agreed fixed and not-revisable, including all costs and duties, for delivery of a Service complying with the Contractual Documents. Prices also include licenses and fixed price transfer of industrial and intellectual property rights as referenced in these General Conditions. The Parties can specify in the Order or the Special Conditions that the Purchaser may reimburse the Service Provider all reasonable expenses previously-approved by the Purchaser and incurred by the Service Provider for the purpose of executing the Contract. Unless specified by an exemption to the Special Conditions or the Order, the Service Provider's travel and accommodation expenses incurred for the work carried out are considered to be included in the fixed price defined in the Order. Unless otherwise and explicitly stipulated in the Order, all invoices are payable at forty five (45) days end of month following the issue date of the invoice. In the event of a summary invoice ("Facture recapitulative") – in accordance with Article 289 I 3 of the French General

Tax Code ("*Code Général des Impôts*") – Purchaser will pay said invoice within 45 days following the issue date of the invoice. In case of payment default not justified by the Purchaser Service Provider shall be entitled to invoice late payment interests equal to 3 times the legal interest rate, and a fixed penalty of 40 euros for recovery costs (Article L. 441-6 of the Commercial Code ("*Code de Commerce*")).

ARTICLE 8 – PENALTIES – CANCELLATION

(a) Methods of applying penalties: Any period of time granted by the Purchaser to allow the Service Provider to ensure that its Services comply with the requirements of the Contract, does not exempt the Service Provider from payment of delay penalty(-ies). Delay penalty(-ies) may be applied automatically without prior notice. The amount of penalty(-ies) may be retained by the Purchaser at any time, including the settlement of the last bills, without prejudice to the rights of the Purchaser to claim for the damages suffered. In addition to the application of the delay penalty(-ies), the Purchaser is entitled to ask the Service Provider for the full reimbursement of the loss suffered as a result of the delay.

(b) Delay penalties: Exceeding the delivery dates indicated in the Contract will result in penalties being applied as defined in the Order or Special Conditions. By default, the following rates are applied to each delay:

- 1% (one per cent) for each of the first two weeks' delay
- 2% (two per cent) for each of the following weeks.

These penalties are calculated on the total and final value of the Contract excluding taxes. The total amount of penalties due for delays is limited to twenty-five per cent (25%) of the total for the Contract.

(c) Suspension: Unless otherwise specified, if the End Customer suspends the Service, the Purchaser reserves the right to request that execution of all or part of the Service is stopped at any time without being liable to the Service Provider for expenses that may arise from suspension if it is for a period of less than three (3) months. Beyond this period, the parties will meet to review the future of the Contract.

(d) Cancellation: In the event of total or partial failure by the Service Provider in any of its obligations, after being served notice to remedy the situation by registered letter if no action has been taken within eight (8) calendar days following the issue date of the letter, or immediately in case of non-compliance with the legislation, the Order and/or the Contract will be cancelled by right, totally or partially, notwithstanding damages and compensation that it will have the right to

claim for losses incurred. The Purchaser may consequently take all the measures it considers appropriate, including the right to place new orders with another Service Provider of its choice to carry out the Order.

At any time the Purchaser may abandon execution of the Order and request its premature termination for convenience by registered letter, subject to giving one (1) month notice from the date the said letter is sent. For any technical support Service carried out, the notice period is reduced to eight (8) calendar days.

Upon expiry or termination of the initial contract and/or Order linking the Purchaser to the End Customer, if the Contract and/or the Order is linked to this initial contract, it will be cancelled wholly or in part, without delay and without compensation, by sending a registered letter. The Purchaser will notify the Service Provider immediately of the date on which the End Customer intends to cancel the Service.

If the Service is stopped and if it had received the go-ahead, the Purchaser will immediately draw up a report in the presence of the Service Provider to record the situation of the Service. The amount of payments will consequently stop and payments will be made based on the Service actually performed, with deductions made for any deposits previously paid. The duly recorded termination will automatically result in the balance of the Order placed by the Purchaser being cancelled, with no other compensation.

Notwithstanding the end of the contract or its cancellation, the Service Provider's obligations regarding liability, guarantees, intellectual property, confidentiality, duty not to compete and not to solicit staff will continue.

ARTICLE 9 – LIABILITY – GUARANTEES

The Service Provider will remain liable to the Purchaser, the End Customer and third parties, for all direct and indirect losses caused by its action, that of its employees and/or any sub-contractors, and/or by the outcomes of executing its Service. It therefore guarantees the Purchaser against all recourse, claims or proceedings that might be brought by its personnel or by any third parties, in particular because of any damage to property or persons, caused by its personnel, its subcontractors, its agents, its equipment or software, or by items in its custody.

The Service Provider has a duty to take out all appropriate insurance policies intended to cover the Purchaser, its customers or any third party against losses that could arise from its responsibilities as defined in the Contract. As a result, and unless otherwise agreed

and accepted in writing by the Purchaser, it shall justify such cover and send the Purchaser, no later than when accepting the Order and each year, a valid insurance certificate covering Operating, Professional and/or Product civil liability, indicating the type, amount and duration of cover, exclusions and cover for goods under bailment if appropriate.

If the Service Provider is bound by a duty towards the Purchaser to achieve a given outcome, the Service Provider guarantees that the Services carried out will comply with the requirements defined in the Contract, in working condition, and free from faults and any other defect. This guarantee will be applied if the outcome is not achieved and will cover correction of errors and non-compliances appearing during a period of twelve (12) months, free of charge, unless a longer period is specified in the Order or Special Conditions, and will take effect from the date the Services are accepted by the Purchaser. During this period, the Service Provider undertakes to repair or replace (at the Purchaser's choice) any defective Service within the deadlines given in the Contract, or within the briefest possible time, at its own expense.

In addition the Service Provider will be liable for any loss caused to the Purchaser or to third parties under the guarantee due to defective Products.

ARTICLE 10 – QUALITY

The Service Provider hereby declares that it holds the certifications specified in the Annexes, the Special Conditions of purchase or the Order. It acknowledges that holding this certification is an essential condition of the Contract, and that its loss may constitute grounds for termination of the Contract by the Purchaser. In all events, should this qualification be lost, the Service Provider undertakes to notify said event to the Purchaser immediately so as to be able to discuss the conditions for possibly pursuing the Contract with the Purchaser and the end Customer.

Should the Service Provider not hold said certification, and insofar as the law and the regulations authorise it to do so, the Purchaser shall inform the Service Provider of all the requirements that must be implemented to allow the Service Provider to achieve an equivalent performance level.

The acceptance of any Order by the Service Provider therefore necessitates that the latter proceed to assess the quality requirements pertaining to said Order. It shall thus undertake to meet and observe said requirements in performing the Services it has accepted on order.

The Service Provider accepts that the Purchaser may, either itself or through its own client or any organisation appointed for this purpose, perform any verifications required to ascertain compliance with the above-mentioned standards and the

requirements of the services. Service Provider guarantees to the Purchaser an access to production facilities and to any documentation or information necessary to, and entering within the scope of, the Order. Any breach of the above conditions exposes the Service Provider to immediate termination of this Contract and Orders in process without notice or compensation.

ARTICLE 11 – INTELLECTUAL PROPERTY – TRANSFER OF RISKS

(a) Intellectual Property: The Service Provider undertakes to inform the Purchaser of ideas and inventions developed during execution of the Services. The Service Provider undertakes to keep eventual patentable inventions secret and provide to the Purchaser and/or to the end Customer with necessary support to apply for the patent. Unless otherwise agreed to in a written specific agreement by the Parties, patents shall be applied by and under the Purchaser's name. Nonetheless, Purchaser shall mention the inventors' name, and the Service Provider shall be responsible for paying supplementary compensation to its employees for the work-related inventions.

The Service Provider grants the Purchaser the expertise and, for the legal duration of patentable rights and/or copyright and for all countries worldwide, a free, non-exclusive, irrevocable and transferable right, with sub-licensing right, to use and/or operate patents, software and processes or techniques developed independently of the Service and of which it is the holder, author or licensee and which are necessary for execution of the Service or the use and/or operation of the outcomes. This right to use and/or operate granted to the Purchaser includes the right to reproduce, represent, translate, adapt and modify.

All Intellectual property rights prior to the start of the Service remains the property of each party.

The Service Provider agrees to indemnify and keep harmless the Purchaser against all damages and consequences arising from intellectual property infractions claims from third parties that the Purchaser could suffer as a result of executing, using or operating the Service. The Service Provider undertakes to indemnify and keep Purchaser harmless as well as accepting all consequences, including expenses, disbursements and financial penalties that could result from them for the Purchaser. The Service Provider shall, at the Purchaser's choice, either (i) obtain the right to continue using the Service, or (ii) replace it or modify it so that is no longer infringes the rights of the third party cited above, while also providing the functions initially specified by the Service Provider, all without prejudice to the Purchaser obtaining compensation for losses incurred.

The Service Provider is prohibited from operating, transferring or granting any right whatsoever over all or part of the Services and/or processes to a third party, to the extent that it would constitute a copy or derivative of the Services.

If Service Provider needs to use any intellectual property rights owned by the Purchaser, or for which it has a license, in order to execute the Services, Purchaser will grant Purchaser a temporary license to that purpose. This authorisation or license ends once the Order has been completed and may under no circumstances be interpreted as a transfer of ownership to benefit the Service Provider. When it exists, this authorisation is granted *intuitu personae*.

(b) Transfer of ownership: Service Providers hereby assigns to Purchaser the full ownership of any Intellectual property rights created as per the execution of the Service and its outcomes, whatever their form and their progress, without additional cost for the Purchaser;

(c) Transfer of risks: The risks of the service and its outcome are transferred on the date the Services are accepted. Until this date, the Service Provider is responsible for safekeeping of all data making up the Service. Risks of loss, damage or destruction are accepted exclusively by the Service Provider. The Service Provider is responsible for all replacements and upgrades.

ARTICLE 12 – CONFIDENTIALITY – DATA PROCESSING SECURITY

(a) Confidentiality: For the entire duration of the Contract and for a period of five (5) years from the receipt of Confidential Information, the Service Provider undertakes:

- To use Confidential Information only insofar as it is necessary to carry out the tasks contracted to it by application of the Service;

- To communicate Confidential Information only to the staff directly concerned by execution of the Service and only to the extent that this communication is necessary to carry out the purpose of the Service;

- To guarantee that its staff, employees and sub-contractors comply with the obligations aimed at preserving the secret character of the Confidential Information under all circumstances;

- Not to transmit or make the Confidential Information accessible, in whole or in part, to third parties;

- In the event the Service is cancelled or at the end of the guarantee period, the Service Provider undertakes immediately to return or destroy the Confidential Information. The Purchaser reserves the option to make checks or have checks made on the premises of the Service Provider.

- The Service may not be used for direct or indirect advertising, under any circumstances and in any form, without prior written consent from the Purchaser.

(b) Data processing security:

Notwithstanding the obligations of the parties related to the necessary compliance with confidentiality and intellectual property rights, it is explicitly agreed that the Service Provider, its employees and all the sub-contractors it vouches for must comply with the current instructions, information and graphic layout related to data processing security at the Purchaser or its customers. If necessary and subject to the explicit agreement of the Purchaser, the Service Provider, its employees and the sub-contractors it vouches for will use Internet, Extranet and Intranet e-mail inboxes only for business purposes. The Service Provider will decompile software of any kind whatsoever only in compliance with legal provisions, and particularly in accordance with Articles L.126 and L.126-1 of the French Intellectual Property Code ("*Code de la Propriété Intellectuelle*") after express authorisation from the Purchaser. In any event, the Service Provider will deal with all harmful consequences arising from the fact of its involvement and of creating a data processing product on the networks and all data processing systems belonging to the Purchaser, the End Customer or third parties.

ARTICLE 13 – SUB-CONTRACTING AND INTUITU PERSONAE

The Contract is agreed *intuitu personae* and it is not acceptable for the Service entrusted to the Service Provider to be sub-contracted in any way, without prior written authorisation from the Purchaser. Even where the Purchaser accepts sub-contracting, the Service Provider remains solely liable to the Purchaser for total or partial failure to execute or inadequate execution of the Order.

Similarly, the Contract shall not be transferred to a third party without the explicit prior agreement of the Purchaser. Transfer of the Contract includes: capital investment, merger, winding up without liquidation, transfer of goodwill or a business unit, a majority change in distribution of the Service Provider's share capital, and in general any transaction having the effect of changing the ownership structure of the Contract.

ARTICLE 14 – COMPLIANCE WITH SOCIAL LEGISLATION

(a) Labour law: The Service Provider is responsible for its staff assigned to execute the Services and assumes all the obligations of the employer towards its employees. The Service Provider alone recruits, manages and pays members of its staff. Directly through its representatives, by whatever means it chooses and under its sole responsibility, it supervises, manages, disciplines and

ensures safety of the said staff. The Service Provider undertakes to ensure its staff complies with safety instructions in the premises where it will be responsible for performing the Services, and for this purpose undertakes to issue them all appropriate safety instructions. The Service Provider undertakes to notify the Purchaser in advance in writing when members of its staff assigned to execute the Services start, leave or change. In particular, for any Service relating to the certified safety management system (MASE) and in addition to complying strictly with current regulations, the Service Provider undertakes to comply with the "SSE" charter in force at the Purchaser, and for any Service with risks of exposure to ionising radiation to satisfy the obligation to have a "person competent in radioprotection" in accordance with the Appendix to these General Conditions. The Purchaser shall not be held liable if they are not complied with.

(b) Undeclared work and administrative permissions:

The Service Provider ensures the Purchaser that its personnel in charge of all or parts of the Contract performance is duly employed under the provisions of the Labour Code ("*Code du Travail*"), and particularly under the legal provisions against undeclared work, as provided under Articles L.8222-1, L.8251-1 et seq. of said Code, or to any superseding legislation. In the event the Service Provider employs non-French personnel, the Service Provider ensures the Purchaser said personnel is allowed to work in France with regards to the entire legislation and regulations set in place.

The Service Provider shall provide, within fifteen (15) days from the Purchaser's request at the Contract signing and every six (6) months, Purchaser with :

- a declaration of provision of social declarations, and a declaration of social security contribution payment, issued by the French social protection organisation, responsible for collecting social security contributions, not older than six (6) months, mentioning the company's identification, the number of employees and the total amount of declared compensations;

- a sworn statement of filing to the fiscal administration, at the date of the statement, of the mandatory fiscal declaration set;

- an excerpt from the entry on the commercial register (Kbis). When the Service Provider employs personnel, a sworn statement of the work performed by the personnel, employed in compliance with the articles L.1221-10, L.3243-2 and R.3243-1, as well as a nominal list of foreign personnel, subject to work authorisation under article L.5221-2, specifying the date of hire, nationality, type and number of the work permit.

The Service Provider declares that it has obtained all the administrative authorisations necessary to the performance of the activities required by the Purchaser in the Contract, and undertakes to complete all the administrative formalities that are compulsory or necessary to perform these activities. The Service Provider acknowledges that it is alone liable to the payment of all taxes, compulsory payments, Social Security contributions, charges, insurances and other payments owed by it. If, under this Contract, an administrative or judicial authority qualifies the Service Provider or one of its employees as a Purchaser's employee as a consequence of a fault of the Service Provider or the non-performance of one of its obligations as referred to in this paragraph, the Service Provider shall refund the Purchaser for the totality of any sums, contributions or taxes, including interests and delay penalties, that may be claimed from the Purchaser.

ARTICLE 15 – PERSONAL DATA

In accordance with the Regulation n°2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter "The General Data Protection Regulation" or "GDPR") and with the law n° 78-17 of 6 January 1978 on computing, data files and freedoms, as well as its upcoming amendments (collectively "Data Protection Regulation"), the Parties hereby agree to include these clauses in these General Purchasing Conditions. Any word with a capital letter shall have the same meaning as the one laid out in the GDPR.

Under the processing of Personal Data necessary to the achievement of the Services, the Parties declare and acknowledge that the Purchaser (AKKA) has the quality of Controller and the Service Provider has the quality of Processor, within the meaning of the GDPR.

As such, the Controller and the Processor commit to respecting their obligations under the Data Protection Regulation and these terms.

The Processor undertakes to process the Personal Data, hereinafter "Data" only for the purposes necessary to perform its Services, and according to the Annexe "Personal Data Processing Mapping, and Technical and Organisational Measures" which describes the Data Processing terms the Processor carries out for the Controller. Said Annexe defines, in particular, the scope, the processing's duration, the processing's nature and aim, the type of Data and the categories of persons concerned, as well as the processed categories of activity. At all events, the Processor shall:

- Not recruit any other processor for the processing of Data without prior written consent, specific or general, of the Data Controller. If such sub-processing is authorised for one or several sub-processors the Processor shall remain jointly liable, together with its sub-processors, of their compliance with GDPR, and any omission or failure to perform;
- Process the Data only as instructed by the Controller in writing;
- Ensure that persons authorised to process the Data undertake to (i) respect confidentiality or are subject to appropriate confidentiality obligations, (ii) have access to Personnel Data only to perform the Service, (iii) have received adequate training to ensure full compliance with legal obligations and regulations regarding sub processing and to minimise data breaches;
- Take all necessary measures to protect Data, under article 32 of the GDPR, and under the measures described in the annexe, including:

- Implementation of instruments to guarantee the confidentiality and integrity of Data;
- Implementation of procedures to test, analyse and regularly evaluate effectiveness of the technical and organisational measures to ensure safety of the Data processing;

• Promptly assist the Controller, through appropriate technical and organisational measures while taking into account the nature of the processing of Data, whenever possible, in assuming his obligation when individuals want to assert their rights. Whenever a request is sent directly to the Processor, it shall promptly notify the Controller, it being solely entitled to respond to the individuals' requests.

• Taking into account the nature of the processing and the information available to the Service Provider, assist the Data Controller to comply with security obligations under GDPR according to the financial conditions negotiated within the scope of the Services to be performed for that purpose.

• At the Data Controller's request, delete or return all Data to the Data Controller and destroy any existing copies upon termination of the Agreement, unless the law requires retention of Data.

• Upon written request make available to the Data Controller, all necessary information to demonstrate compliance with the requirements in accordance with the personal data

legislation as well as GDPR and allow to perform audits by the Data Controller or other mandated auditor. If the elements disclosed for the auditing purposes prove to be insufficient to enable the Data Controller to demonstrate compliance with the obligations laid down by the personal data legislation and GDPR, the Parties will then meet to agree on the operational, safety and financial conditions of an inspection of the Service Provider's premises;

- Inform the Data Controller immediately if, in its opinion, any instructions constitute a violation of the personal data legislation or GDPR;
- Notify the Data Controller immediately of any data breach in written documentation, without undue delay and within twenty-four (24) hours, for the purpose of enabling the Data Controller to notify the breach to the authorities where necessary;

The Data Processor is authorised to use subcontractors, hereinafter the "the Subcontractors of 2nd rank" and in particular:

- The entities of the Group of which the Service Provider is part;
- Any other 2nd tier Subcontractor approved by the Data Controller in the terms of the Agreement;

If the Processor has been authorised to recruit a 2nd tier Subcontractor to conduct specific processing activities on behalf of the Data Controller, the same data protection obligations as set out above and imposed on the Service Provider under contract, in particular in providing sufficient guarantees for the implementation of appropriate technical and organisational measures ensuring that the treatment meets the requirements of the national law and GDPR.

The Processor is prohibited from transferring the Data outside the European Union without the prior consent of the Data Controller. In case such transfer is to be allowed by the Data Controller, the Data Processor must ensure that (i) it takes the necessary measures to ensure the transfer complies with the applicable legislation on data protection, (ii) it has entered into agreements with the other parties containing provisions at least equivalent to these Terms.

In case of failure to comply with the above-mentioned provision, the Purchaser shall be entitled to terminate the Contract and/or Orders for default at the discretion of Purchaser in accordance with the provisions of this Agreement related to the "Termination".

ARTICLE 16 – APPLICABLE LAW AND DISPUTES

The contract is subject to french law. differences or disputes arising from application of the contract or its interpretation shall be subject to an attempt to reach an amicable settlement. failing that the dispute will be settled by the competent court in the jurisdiction of the court of appeal of Lyon (france), to which exclusive jurisdiction is given, notwithstanding multiple defendants or the introduction of third parties, including the case of any emergency injunctions.

ARTICLE 17 – GENERAL PROVISIONS

(a) Export controls: Before executing the Order, the Service Provider undertakes to inform the Purchaser if the Service is subject to specific export rules. If necessary, it undertakes to provide the Purchaser all necessary classification information and authorisations enabling the Purchaser to use the Service legally, including with regard to the End Customer. The Service Provider must therefore ensure that any export licenses are issued by the competent authorities within a deadline appropriate to the dates for delivery to the Purchaser, and including the right for the Purchaser to re-export the Services to its own customers. If the license is (i) withdrawn, or (ii) not renewed, or (iii) not valid, this situation is the Service Provider's responsibility and the Purchaser may terminate the Contract without prejudice to other rights and penalties that the Purchaser may have against the Service Provider. The Service Provider will compensate the Purchaser for any outcomes arising from failure to comply with any regulation relating to applicable export controls, including those related to the final destination of the service.

(b) Not soliciting staff: The Service Provider will not employ nor seek to

employ through an intermediary any the Purchaser employee, even if the initial request comes from the employee. All concealed remuneration is also prohibited. This restriction is valid throughout the period of the Contract and for a minimum period of twenty four (24) months after the end of the Contract. Unless explicitly accepted and waived by the Purchaser, if the Service Provider were not to comply with the above provisions, it undertakes to reimburse the Purchaser for all losses by immediately paying a fixed sum equivalent to the gross salary that this employee would have received over the twelve (12) months prior to them leaving the Purchaser.

(c) Non competition: Throughout the duration of the Contract and for a period of twelve (12) months from its termination, the Service Provider shall not solicit the End Customer, nor provide to the End Customer, directly or indirectly, one or more services identical to those described in the Contract.

(d) Collective actions: the Purchaser must be notified as soon as possible if a collective action is opened against the Service Provider.

(e) Return of documents: At the end of the Contract, whatever the reason and the time, all the documents and materials submitted to the Service Provider will be returned to the Purchaser and the Service Provider is prohibited from using all or part of them for any purpose whatsoever.

(f) Non waiver: No act of tolerance by the Purchaser, even if repeated, shall constitute a waiver by the Purchaser of the right to take advantage of any of the provisions of these conditions.

(g) Entirety of the agreement: This Contract expresses the entire agreement

between the Service Provider and the Purchaser and prevails over all prior agreements, oral or written, and any other communications between the parties relating to its purpose.

(h) Interpretation: If all or part of the Contract were to be judged invalid, illegal or inapplicable, the other provisions will continue to have their effect. as if the invalid, illegal or inapplicable provisions had not existed from the start.

(i) Force majeure / Act of God: The parties are not held responsible for breaching one of their obligations under this Contract in the event of an Act of God.

(j) Ethics: The Purchaser is a signatory of the United Nations Global Compact and strives to promote the fundamental principles relating to human rights, labour rights, the environment, and the fight against corruption (COP 24 on the website www.akka.eu). The Service Provider acknowledges having read the principles and a fundamental right referred to above, and declares that it accepts them and undertakes to comply with them. It also undertakes both to deploy all the industrial and human resources necessary to ensure their application by itself, its subcontractors and its suppliers, and also, if required, to provide proof of implementation on the first request by the Purchaser. The Service Provider undertakes to inform the relevant the Purchaser management if the above-mentioned undertakings are not fulfilled.

(k) Retention of title: Under ordinary law, ownership transfer is immediate. No retention of title for the benefits of the Service Provider is agreed upon by the Purchaser.

APPENDICES:

- Appendix I:** Certificate as part of activities under ionising radiation or activities of nuclear facilities decontamination or decommissioning
- Appendix II:** Certificate as part of aeronautical, space or defence activities.
- Appendix III:** Certificate as part of railway industry activities

APPENDIX I : CERTIFICATE AS PART OF ACTIVITIES UNDER IONISING RADIATION OR ACTIVITIES OF NUCLEAR FACILITIES DECONTAMINATION OR DECOMMISSIONING

ACTIVITIES UNDER IONISING RADIATION

Decree dated 27 November 2013 applies to activities under ionising radiation.

Other than the activities which are expressly exempted by Decree dated 27 November 2013, the Service Provider must have a certified radiation management system (by a duly authorised certifying body) if its employees are or could be exposed to ionising radiation. Radiation certificate of the Service Provider must be maintained throughout the duration of the Contract.

The Service Provider commits to :

- send a copy of its radiation certificate
- send the name of its Person Competent in Radioprotection (PCR) duty under the labour code R 4451-103 à R4451-114
- communicate the result of its estimate of the individual dose and collective doses of its staff
- communicate its targets for individual and collective doses
- communicate its radiation experience feedback
- communicate, when appropriate, its interim staff
- communicate, when appropriate, its fixed term contract staff
- communicate, when appropriate, its radiation events

the Purchaser commits to :

- send to the Service Provider its Radioprotection policy
- communicate to the Service Provider the relevant details and associated risks of the activities.

ACTIVITIES OF NUCLEAR FACILITIES DECONTAMINATION OR DECOMMISSIONING

The Service Provider is responsible to know and to be in compliance with all appropriate Regulation applying to nuclear facilities decontamination or decommissioning.

For a contract covered by CAEAR (acceptation committee of decontamination or decommissioning providers) rules, the Service Provider commits to be agreed, according to End Customer procedures.

APPENDIX II: CERTIFICATE AS PART OF AERONAUTICAL, SPACE OR DEFENCE ACTIVITIES

OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider must execute its Service in compliance with the requirements of standard EN9100 and, when it is relevant, the requirements of standards EN9110 and/or EN 9120

The Service Provider, in strict compliance with the General Purchasing Conditions paragraph "Subcontracting and intuitu personae", engages suppliers authorised by the Purchaser to carry out special procedures.

The Service Provider must:

- implement a quality management system;
- use customer-designated or approved external providers, including process sources (e.g., special processes);
- notify the organization of nonconforming processes, Products, or services and obtain approval for their disposition;
- prevent the use of counterfeit parts;
- notify the organization of changes to processes, Products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
- flow down to external providers applicable requirements including customer requirements;
- provide test specimens for design approval, inspection/verification, investigation, or auditing;
- retain documented information, including retention periods and disposition requirements;

The Service Provider must retain records in accordance with the requirements defined in the special Purchasing Conditions. Failing that, the Service Provider must retain records in accordance with the requirements of the standard EN 9130.

The Service Provider is informed of the right of access for the Purchaser, its End Customer and regulatory authorities to appropriate locations on all sites, at any level in the supply chain, involved in the Order and to all applicable records. In particular, the Service Provider is informed that the Purchaser or its End Customer reserves the right to perform checks at the Service Provider's premises.

The Service Provider must ensure that persons are aware of:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

When the Purchaser delegates checking activities to the Service Provider, the Service Provider must inform the Purchaser in writing of the methods and resources it will employ for the checks.

When a Service purchased by the Purchaser is delivered by the Service Provider without it having performed all the checking activities, it must be identified and recorded so that it can be recalled and replaced if it subsequently proves not to meet requirements. In this case, the Service Provider must inform the Purchaser immediately in writing.

The provision of a Service by the Service Provider may be subject to the Government Quality Assurance ("GQA"). The Service Provider will be notified of the GQA requirement to implement, if any.

APPENDIX III: CERTIFICATE AS PART OF RAILWAY INDUSTRY ACTIVITIES

OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider must execute its Service in compliance with the requirements of standard ISO 9001.

The Service Provider, in strict compliance with the General Purchasing Conditions paragraph "Subcontracting and intuitu personae", engages suppliers authorised by the Purchaser to carry out special procedures.

Each of the Service Provider's deliverables shall be accompanied by an objective evidence of the deliverable quality (e.g. accompanying documentation or certificate of conformity or test reports or statistical records, etc).

The Service Provider must:

- inform the Purchaser of non-compliant services and suggest corrective actions to avoid them recurring
- obtain approval from the Purchaser for decisions relating to non-compliant services,
- inform the Purchaser of changes occurring in product definition, Service or procedures, changes of suppliers, changes in location of manufacturing sites and obtain its approval, implement applicable requirements throughout the entire supply chain including the Purchaser and supply chain requirements,
- inform the Purchaser of delivery delay and measures to restore initial delivery time,
- provide to the Purchaser, each month, a Service Provider on-time delivery performance indicator and quality delivery indicator.

The Service Provider must retain records in accordance with the requirements defined in the special Purchasing Conditions. Failing that, the Service Provider must retain records in accordance with the requirements of the standard IRIS.

The Service Provider is informed of the right of access for the Purchaser, its End Customer and regulatory authorities to appropriate locations on all sites, at any level in the supply chain, involved in the Order and to all applicable records. In particular, the Service Provider is informed that the Purchaser or its End Customer reserves the right to perform checks at the Service Provider's premises.

When the Purchaser delegates checking activities to the Service Provider, the Service Provider must inform the Purchaser in writing of the methods and resources it will employ for the checks.

When a Service purchased by the Purchaser is delivered by the Service Provider without it having performed all the checking activities, it must be identified and recorded so that it can be recalled and replaced if it subsequently proves not to meet requirements. In this case, the Service Provider must inform the Purchaser immediately in writing.