

GENERAL TERMS AND CONDITIONS OF SALE

IPDATA Service

(last update 07-2024)

PREAMBLE

IPD (SAS with share capital of € 10.144.256, 20 rue des Aqueducs 94250 GENTILLY - FRANCE, Créteil Trade & Companies Register 490 727 633) owns a database of professional contacts and implements commercial prospecting operations for the purpose of said professional contacts on behalf of its customers.

The Customer wishes to subscribe to the IPD services and is informed that the signature by it (by any means, electronic or not) of the Insertion Order entails its unreserved acceptance of these *General Terms and Conditions of Sale* (hereinafter the "GTCS") and the formation of the Contract, constituted solely by the GTCS and the Insertion Order, which exclusively governs the subscription and performance of the services covered by the Insertion Order, so that all other documents (including any conditions of purchase or purchase order of the Customer) are in any event unenforceable against the Parties in the context of the performance of the said services.

ARTICLE 1 - DEFINITIONS

Customer: any professional, legal or natural person, identified in the Insertion Order.

Contact: business contact details of a natural person.

Target Contact: Contact of a professional from the IPD bases meeting the Customer's targeting criteria.

Content: editorial content provided by the Customer and integrated into the chosen communication medium.

Contract: these GTCS and the Insertion Order.

Record Layout: all information relating to a Contact that the Customer wishes to collect as part of the Services.

Lead: Contact from a professional who has downloaded the Customer's Content or who wishes to be put in contact with the Customer in the context of the Services.

Agent: a third party acting on behalf of the Customer and ordering the Services via the Insertion Order.

Insertion Order: document attached to these GTCS, describing and materialising an order for the Services, and forming the Contract with these GTCS.

Regulations Applicable to Personal Data: *General Data Protection Regulation 2016/679* and all applicable French data protection laws.

Services: services described in Sections 3.1, 3.2 and 3.3 to which the Customer subscribes under the Contract.

ARTICLE 2 - ORDER

2.1 No order for Services not formalised by the actual signature of the Contract by the Customer or its Agent shall be deemed accepted by IPD and only the terms and conditions of the Contract as signed by the Customer shall be binding on IPD.

2.2 No specific handwritten annotation added to the Contract by the Customer has any value unless it is expressly accepted by IPD.

2.3 In the event of a contradiction between the GTCS and the Insertion Order, the Insertion Order shall prevail.

2.4 If the Customer is represented by an Agent, the latter declares that it has received a valid written authorisation from the Customer. Where applicable, the Contract entered into by the Agent is subject to compliance with this Contract and the Agent shall be bound by the same obligations as those incumbent on the Customer on behalf of which it acts, but in any event the Customer shall remain solely liable for the actions of its Agent.

2.5 Any Contract signed by the Customer or its Agent shall constitute a firm and irrevocable commitment to order for the Customer.

ARTICLE 3 - DESCRIPTION OF THE SERVICES

3.1 Communication campaigns aimed at Target Contacts

3.1.1 This service consists of the performance by IPD of one or more commercial communications campaigns (email or telephone) on behalf of the Customer addressed to Target Contacts. To this end the Customer indicates to IPD the targeting criteria of the recipients of the planned campaign (sector,

function, size of the company, turnover, workforce, etc.). For the purpose of optimising the campaign concerned, and in consideration of its characteristics, IPD reserves the right to complete the targeting criteria defined with the Customer with affinity criteria. IPD then estimates the number of potential recipients, sets the price and schedule of the campaign, and submits these elements to the Customer's approval. After acceptance of the aforementioned elements, the Customer communicates the Content in accordance with the forms and deadlines agreed between the Parties. Compliance by the Customer with the deadlines is essential to the smooth running of the campaigns. The Content transmitted by the Customer, IPD then submits to the Customer for approval:

- for a mailing campaign: the draft email sent as part of the communication campaign,
- for a telemarketing campaign: the draft telephone script that will be carried out during the call and the Record Layout that will be collected by the teleoperators.

From the time IPD sends the aforementioned elements, the Customer then has two (2) business days to send IPD all the corrections it wishes to see made, although this period may be shortened due to technical constraints. The validation of the Customer received, IPD carries out the mailing or telemarketing campaign.

3.1.2 Any request for suspension or postponement of a campaign by the Customer must be notified in writing to IPD (account-ipd@infopro-digital.com). The Customer must notify IPD in writing of the desired dates for the resumption of the campaign concerned within five (5) business days following the aforementioned notification. In any event:

- the postponement or suspension has no effect on the duration initially planned for the campaign concerned,
- the launch (in case of postponement) or the resumption (in the event of suspension) of the campaign must take place no later than six (6) months following the initial launch date, failing which, the orders being firm and irrevocable, the campaign thus postponed or suspended not resumed due to the Customer at the end of the aforementioned six-month period (6) is then invoiced in full to the Customer.

3.1.3 Any request to change a campaign from the Customer must be notified in writing to IPD (account-ipd@infopro-digital.com) no later than ten (10) business days before the date of the launch of the campaign. Where applicable, the Customer is informed and agrees that the requested changes may lead to the adjustment of the price. If the Parties fail to agree on the adjustment of the price, the Customer may maintain the campaign under the conditions initially provided for or cancel it in accordance with the provisions of Article 3.1.4 below. Requests for modification of orders notified to IPD less than ten (10) business days before the date of launch of the said campaign are not taken into account, the Customer may maintain the campaign under the conditions initially provided or cancel it. If applicable, the cancellation shall be carried out in accordance with the provisions of Article 3.1.4 below.

3.1.4 As orders are firm and irrevocable, the Customer is informed and accepts that in the event of a request for cancellation of a communication campaign occurring more than fifteen (15) business days before its initially scheduled launch date, the technical costs and/or services that may be paid remain with IPD as a fixed indemnity. If the cancellation request occurs less than fifteen (15) business days before the initially scheduled launch date, the entire amount of the order is invoiced to the Customer as a fixed indemnity. The absence of communication by the Customer of technical elements and/or Content requested by IPD to implement a communication campaign less than fifteen (15) business days before its initially planned launch date shall be deemed to be a cancellation of the said campaign occurring less than fifteen (15) business days before the initially planned launch date.

3.2 Lead generation campaigns

3.2.1 This service consists of the creation by IPD, at the Customer's request, of a Leads file from the database of IPD's professional contacts. To this end, the Customer informs IPD of the desired targeting criteria (sector, function, size of the company, turnover, workforce, etc.). On this basis, IPD estimates a number of Leads that can thus be potentially collected following communication operations that it carries out (telemarketing, download of white books, etc.), defines the price, defines the schedule, and the Record Layout. The aforementioned elements validated by the Customer, the Leads generation campaign is carried out by IPD on behalf of the Customer.

3.2.2 Prior to the delivery of the Leads, these are the subject of a check carried out by IPD on the basis of:

- the following general criteria: exclusion of Leads from incorrect contact details (name of company, contact email or company phone), individuals, competitors of the Customer, Contacts located outside France or already sent to the Customer during the last six (6) months,

- specific criteria defined with the Customer at the time the Insertion Order is formalised.

Upon delivery of the Leads, the Customer undertakes to check their conformity solely on the basis of the criteria referred to above and to send any dispute by email (servicequalite@infopro-digital.com), under penalty of forfeiture, within five (5) business days of delivery of the disputed Lead, specifying: the number of the disputed Lead and the reason for the objection. Objections not submitted in the above-mentioned form and timeframe will not be taken into account.

3.2.3 The Customer may request (in writing to account-ipd@infopro-digital.com) to modify the specific criteria of a Leads generation campaign and/or to change the frequency or volume of delivery of Leads. The campaign concerned is, where applicable, suspended and since orders are firm and irrevocable, it is the sole responsibility of IPD to accept these change requests or not. In case of acceptance by IPD of the change requests:

- they shall be implemented at the earliest within five (5) business days from the agreement of the Parties on (i) the modifications and (ii) the price adjustment, volumes and delivery leadtimes that may result therefrom,
- they are not retroactive and apply only to deliveries of Leads remaining to be made.

If the Parties fail to agree on the changes requested by the Customer, the Customer may maintain the implementation of the campaign concerned under the conditions initially provided or cancel it. If applicable, the cancellation shall be carried out in accordance with the provisions of Article 3.2.5 below.

3.2.4 During the execution of a Leads generation campaign, the Customer may request the suspension of the delivery of Leads. If applicable:

- the suspension request must be notified in writing to IPD (account-ipd@infopro-digital.com) no later than ten (10) business days before the date of suspension desired by the Customer to be taken into account,
- the suspension requested may not have a duration of less than two (2) business days,
- if the Customer requests the resumption of the campaign within two (2) calendar weeks following its suspension, the duration of the campaign is postponed for as long as it has been suspended,
- if the Customer does not request the resumption of the campaign within two (2) calendar weeks following its suspension, IPD will invoice the sums due in consideration of the Leads actually delivered at the end of the two (2) weeks mentioned above and, failing resumption of the campaign due to the Customer before the end date of the campaign initially provided, IPD will invoice an amount equal to 80% of the value initially estimated for this campaign minus the sum invoiced in real terms mentioned above.

3.2.5 As orders are firm and irrevocable, the Customer is informed and accepts that in the event of a request for cancellation of a Lead generation campaign occurring more than fifteen (15) business days before its initial launch date, the technical costs and/or services that may be paid remain with IPD as a fixed indemnity. If the request for cancellation takes place less than fifteen (15) business days before the start date initially planned or during its execution, the technical costs and/or services that may be paid remain with IPD and the Customer is invoiced, as a fixed indemnity, for an amount equal to 80% of the estimated value of the said campaign. The absence of communication by the Customer of technical elements and/or Content requested by IPD to implement the campaign less than fifteen (15) business days before its initially scheduled launch date shall be deemed to be a cancellation of the said campaign occurring less than fifteen (15) business days before its initially scheduled launch date.

3.3 Enrichment of pre-existing files

3.3.1 This service consists of the enrichment by IPD of a file of pre-existing customers belonging to the Customer. To this end, the Customer informs IPD of the desired enrichment criteria (postal enrichment, standard telephone enrichment, data *cleaning*). On this basis, IPD estimates the volume of Contacts and/or companies to be enriched, defines the price, the schedule, the processing operations that may be carried out, the Record Layout. The aforementioned elements validated by the Customer, the enrichment operations are carried out by IPD on behalf of the Customer and IPD deliver the enriched file.

3.3.2 As orders are firm and irrevocable, the Customer is informed and accepts that in the event of a request for cancellation of an enrichment operation occurring more than fifteen (15) business days before the date of receipt by IPD of the Customer's file initially planned, the technical costs and/or services that may be paid remain with IPD as a fixed indemnity. If the cancellation request occurs less than fifteen (15) business days before the date of receipt by IPD of the Customer's file initially provided for, the entire amount of the order is invoiced to the Customer as a fixed indemnity.

ARTICLE 4 - SUPPLY OF SERVICES

4.1 During the execution of communication or lead generation campaigns, IPD reserves the right to modify formal and/or insubstantial elements of the said campaign in order to optimise it.

4.2 After the performance of the Services, IPD shall draw up and submit to the Customer a post-operation report detailing the conditions for performance of the Services.

4.3 Unless otherwise specified, the date or period of performance of the Services referred to in the Insertion Order is indicative and IPD may propose schedule changes, including campaign optimization reasons.

ARTICLE 5 – GUARANTEES AND LIABILITY

5.1 The Customer

5.1.1 The Customer guarantees:

- being the holder of the rights and authorisations necessary for the conclusion of the Contract,
- being the owner of the rights and authorisations necessary for the dissemination of the Content (copyright, trademark, image rights, etc.),
- that the Content does not contain anything that is false, defamatory, offensive, contrary to public order and morality, and more generally likely to engage the liability of IPD in any capacity whatsoever and on any basis whatsoever,
- that it has sent IPD the notices of rights relating to any right holders on the Content,
- that the Content is not fraudulent, that it faithfully reflects the Customer's products and services and is not likely to mislead the public,
- that the Content does not involve the promotion or sale of counterfeit or stolen property, and is not generally unlawful,
- that the Content complies with all applicable regulations, particularly those relating to advertising and competition.

In the event of any action or claim by any third party or any competent authority, regardless of its basis, against IPD or any company of the INFOPRO DIGITAL® group resulting from non-compliance by the Customer with any of the above declarations, the Customer undertakes to defend at its own expense IPD and any company of the INFOPRO DIGITAL® group against this action or claim (by settlement, administrative or legal means) and to compensate IPD and any company of the INFOPRO DIGITAL® group for all damages of any kind suffered.

5.1.2 In the event of non-performance of one of its obligations by the Customer preventing or delaying the performance of the Services by IPD, the Customer remains bound to pay the sums due under the Contract, and IPD's liability cannot be called into question for any damages resulting from the said impediment or delay.

5.2 IPD

5.2.1 Under the Contract, IPD is bound by a general obligation to provide the means and does not guarantee in any way that the transmission of Leads gives rise to a business relationship. As the case may be, IPD does not take part in the discussions, training, or the conclusion of contracts subsequent to the transmission of the Leads, under no circumstances shall IPD be considered as sales representative, agent, broker or representative. In general, the Customer is solely responsible for the decision to enter into a relationship, negotiation, sale or contract with the Contacts and Leads transmitted by IPD and for its consequences. Thus, the Customer agrees that IPD's liability cannot be invoked for any damage suffered by the Customer resulting directly or indirectly from the relationship resulting from the Services.

5.2.2 In connection with the Services, IPD does not guarantee the Customer any exclusivity for any reason whatsoever, such Services being available to various customers to potentially competing activities, which the Customer declares that it accepts.

5.2.3 IPD may subcontract all or part of its Services to any third parties of its choice but will remain solely responsible for their flawless execution towards the Customer.

5.2.4 IPD may, for technical reasons beyond its control, suspend the performance of the Services temporarily and without notice, delay and/or cancel the performance thereof. Where applicable, the Customer may not hold IPD liable for any damage of any kind resulting from this, nor shall the Customer terminate the Contract early. In addition, due to the nature of the Internet network, IPD shall not be liable for the suspension, delay or cancellation of the Services resulting from a failure, interruption or alteration of the telecommunications networks, the means of connection used by the Customer or any other cause external to IPD.

5.2.5 In any case, if IPD's liability is called into question by a final and enforceable court decision, on any grounds whatsoever (contractual, tortious, quasi-contractual):

- IPD will not compensate any indirect damages suffered by the Customer, including, in particular, any commercial damages, additional operating costs, loss of data, turnover, profit, clients, or any damages suffered by third parties;
- the total amount of the sums owed by IPD as compensation for all the losses resulting from all the events occurring in the context of the execution of an Insertion Order may not exceed the total amount of the sums paid by the Customer in the context of the Insertion Order concerned.

By accepting the Contract, the Parties acknowledge and agree that these provisions establish a fair allocation of risk between IPD and the Customer and that the price reflects this allocation and the limitation of liability described.

ARTICLE 6 - PERSONAL DATA

6.1 Processing carried out by IPD as controller

6.1.1 Processing carried out by IPD as controller for the purpose of managing the Contract

Personal data relating to the Customer's representatives and employees involved in the conclusion and performance of the Contract (identity and business details) are processed by IPD as data controller and are intended for use by IPD for the purpose of managing the Contract (invoicing, notifications, archiving etc.). The legal basis for this processing is the performance of the Contract and the data thus processed are kept in France for the duration of the Contract plus the applicable legal retention periods. Data subjects may exercise their rights in relation to the above processing at the following address: dpo@infopro-digital.com.

6.1.2 Processing carried out by IPD as controller for the purpose of performing the Services

PURPOSE OF THE PROCESSING	TYPE OF DATA PROCESSED	DATA SUBJECTS	NATURE OF PROCESSING
COMMERCIAL PROSPECTING Sub-purpose: Conducting promotional campaigns	Identity, business contact details,	Professional prospects, from the IPD database, targeted (Target Contacts) or qualified (Leads) as part of the Services in consideration of the criteria defined by the Customer	- Sorting - Storage - Sending commercial communication - Deletion

In the performance of the Services, IPD may carry out processing under its responsibility for the purpose of improving the Services.

6.2 Data processing carried out by IPD as processor as part of the performance of the Services

6.2.1 In the context of the Services, IPD is required to process personal data on behalf of the Customer. The characteristics of this processing are as follows:

NO.	PURPOSE OF THE PROCESSING	TYPE OF DATA PROCESSED	DATA SUBJECTS	NATURE OF PROCESSING	PROCESSING TERM
1	COMMERCIAL PROSPECTING Sub-purpose: Creation and provision of a Leads file	Identity, business contact details,	Professional prospects, from the IPD database, targeted (Target Contacts) or qualified (Leads) as part of the Services in consideration of the criteria defined by the Customer	- Sorting - Storage - Sending commercial communication - Sending to the Customer - Deletion	Duration of the execution of the Services, no later than 12 months from the end of the execution of the Services*.
2	ENRICHMENT OF CUSTOMER'S PRE-EXISTING FILES		Professional prospects from	- Acceptance - Storage - Cross-referencing - Sending to the Customer - Deletion	

			the customer's database		
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**The deletion only concerns files containing the Leads (processing 1) and enriched files (processing 2) as constituted and transmitted by IPD as part of the Services for each Customer, the database of pre-existing professional contacts being the property of IPD.*

6.2.2 With regard to the processing carried out by IPD as a processor:

- (i) regarding processing operations No. 1, it is the Customer's responsibility to inform IPD of the methods of information that it wishes to be sent to the data subjects, failing which IPD will apply its usual methods of information without the Customer being able to hold IPD liable in this respect,
- (ii) IPD makes the following commitments:
 - IPD undertakes to provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that processing meets the requirements of the Regulations Applicable to Personal Data and guarantees the rights of data subjects will be protected;
 - IPD is generally authorised to use subcontractors, ensures that the said subcontractors perform all the obligations of this Article in the same way, remains liable to the Customer for their non-performance, and informs the Customer of any change concerning the addition/replacement of a subcontractor in order to allow the Customer to object to these changes, which are deemed to be accepted in the absence of an objection within ten (10) calendar days following the information provided by IPD;
 - IPD processes on behalf of the Customer only the personal data necessary for the purposes set out above and only on the instructions of the Customer, including transfers to a third country, unless IPD is obliged to do so under EU law, in which case IPD will inform the Customer of this obligation in advance, unless the applicable law prohibits such information on important public interest grounds,
 - IPD will ensure the individuals authorised to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation regarding confidentiality;
 - IPD declares that it is aware of the obligations of Article 32 of *Regulation (EU) 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* (the "GDPR") and undertakes to comply with them,
 - IPD shall notify the Customer by any means of any personal data breach in accordance with the Regulations Applicable to Personal Data,
 - IPD declares it keeps a written register, in accordance with the provisions of article 30.2 of the GDPR;
 - IPD will assist the Customer, where necessary, with appropriate technical and organisational measures and as far as possible in order to fulfil their obligation to respond to requests made by data subjects to exercise their rights;
 - IPD will assist the Customer, where necessary, to ensure the obligations provided for in articles 32-36 of the GDPR are respected;
 - IPD will make available to the Customer all the information necessary to provide proof of its compliance with the obligations of this Article and to allow audits to be carried out at its exclusive expense by the Customer or any other auditor appointed by it, up to a limit of one day's audit per calendar year, irrespective of the number of contracts concluded and/or orders placed by the Customer. The Customer shall notify IPD in writing at least thirty (30) business days before the planned audit date and inform IPD of the precise scope of the audit. IPD may propose another date to the Customer which cannot be more than 15 (fifteen) business days from the date proposed by the Customer, except for IPD site closure periods, in which case this deadline may be extended. In the event of an external audit, the auditor may not be a competitor, a company directly or indirectly belonging to a group competing with IPD, or a partner of a competitor of IPD. In any event, the Parties and the external auditor shall sign a confidentiality agreement guaranteeing the confidentiality of the audit and the information exchanged on that occasion. At the end of the audit, a preliminary audit report is communicated simultaneously to the Parties on a strictly confidential basis. The Parties may issue comments and reservations within 5 (five) business days. After the comments and reservations have been transmitted, the auditor shall approve the terms of the audit report, and all of the comments and reservations exchanged shall be reproduced in an appendix, even if they were not included in the final version of said report. The report shall set out all of the conclusions presented and duly approved by the Parties, as well as the action plans to be undertaken for approval by the Parties. They shall only be enforceable vis-à-vis IPD if the report conclusions contain proven breaches of its legal obligations that IPD acknowledges as such. The corrective action accepted by IPD shall be taken according to a mutually agreed schedule.

- IPD shall inform the Customer if an instruction appears to IPD to be in breach of the Regulations Applicable to Personal Data or other applicable provisions, and reserves the right not to carry out the instruction without incurring any liability in this respect,
- once the aforementioned purposes have been achieved, IPD will delete all personal data, insofar as they relate to processing above carried out at the Customer's instructions.

6.2.3 In connection with the processing carried out by IPD as a processor, the Customer agrees that IPD shall use the following subcontractors:

- HUBSPOT France SAS, 277 rue Saint-Honoré, 75008 Paris France,
- NP6, 104 bis Quai des Chartrons, 33300 Bordeaux,
- ETAI TUNISIE, 1, rue des Métiers, ZI Charguia II, 2035 Tunis Carthage, subsidiary of the *Infopro Digital*[®] group in the same way as IPD, the activities carried out on behalf of IPD are governed by the standard contractual clauses of the European Commission,
- COMPANEO LISBONNE, Avenida Infante Dom Henrique No. 306, 1950 - 421 LISBON, subsidiary of the *Infopro Digital*[®] group.

6.2.4 Concerning the personal data provided, where applicable, to IPD by the Customer for the purposes of performing the Services, the latter represents and warrants that the collection of said data, their transmission to IPD, the information provided to data subjects, and more generally the processing carried out by it with regard to such data, have been carried out in accordance with the Regulations Applicable Regulations to Personal Data and all other applicable regulations. In the event of an action or claim by any third party or any competent authority, whatever its basis, against IPD or any company of the INFOPRO DIGITAL[®] group resulting from the Customer's failure to comply with the above guarantee, the Customer undertakes to defend IPD and any company of the INFOPRO DIGITAL[®] group at its own expense against this action or claim (by settlement, administrative or judicial means) and to compensate IPD and any company of the INFOPRO DIGITAL[®] group for all damages of any kind suffered (including all expenses related to the need for evidence, settlement indemnities, damages, costs and fees, etc.). This guarantee shall continue to apply after the termination of the Contract for any reason whatsoever.

6.2.5 Regarding the processing carried out by the Customer as from the termination of the Contract and relating to the personal data transmitted by IPD as part of the Services, it is recalled that it will be carried out under the exclusive responsibility of the Customer, as a result, IPD's liability cannot under any circumstances be called into question in respect of any claims by one of the data subjects, any third party or any competent authority, resulting from this subsequent processing carried out by the Customer. Where applicable, the Customer undertakes to compensate IPD and any company of the INFOPRO DIGITAL[®] group for all damages suffered as a result of the failure to comply with the aforementioned undertaking (including all expenses related to the need for the administration of evidence, settlement indemnities, damages, costs and fees, expenses, etc.). This guarantee shall continue to apply after the termination of the Contract for any reason whatsoever.

ARTICLE 7 - FINANCIAL TERMS AND CONDITIONS

7.1 Price and invoicing

7.1.1 The price is indicated in the Insertion Order. It consists of the price of the Service and possible options and/or technical costs if the Services so require.

7.1.2 The Customer acknowledges that the prices have been offered to it on the basis of a set of parameters which it has previously declared, including:

- the targeting/volume/date criteria of the campaigns,
- targeting criteria/frequency/volume of Lead deliveries.

Accordingly, the Customer acknowledges and accepts that any change in one or more of the elements defining the initial scope shall result in the adjustment of the initial prices.

7.1.3 Invoicing takes place according to the deadlines set out in the Insertion Order. Any delay in the delivery of the Service not attributable to IPD will result in the invoicing of the Service on the dates initially scheduled. Invoices are drawn up in the name of the Customer and/or the name of its Agent. When invoicing is drawn up in the Customer's name, the Customer shall receive the original invoice and the Agent shall receive a copy of this invoice. In the event of default by its Agent, the Customer is liable, as the principal debtor, for payment of the unpaid debt. The payment period is thirty (30) calendar days from the invoice date. In the event of any difficulty in recovering payment and/or if any Customer and/or Agent experiences a deterioration in solvency, IPD reserves the right to make the execution of an order dependent on the provision of a guarantee or cash payment.

7.1.4 The Customer states that it shall in any case waive the right to any amount that it considers due

to it by IPD in order to release itself from the obligations that it has contracted and in particular its payment obligation.

7.1.5 No compensation may take place without IPD's prior agreement.

7.2 Late payment

7.2.1 Penalties for late payment may be applied, are payable without the need for a reminder and run from the day following the date of payment shown on the invoice (rate applicable for the 1st half of the year in question = ECB key rate plus 10 points in force on 1 January of the year in question / rate applicable for the 2nd half of the year = ECB key rate plus 10 points in force on 1 July of the year in question). Furthermore, a fixed fee of forty euros for recovery costs may be claimed.

7.2.2 In addition, any late payment on the due date may result in:

- a suspension of the Services, such suspension not being considered as a breach of contract or a termination which may render IPD liable in any way and on any grounds whatsoever,
- a payment request for all amounts due or falling due including any costs of recovery proceedings,
- the suspension of discounts applied, if applicable,
- payment before completion of any order.

ARTICLE 8 - DURATION OF THE CONTRACT

8.1 The Contract shall come into force as from its signature for the period necessary for the performance of its obligations by each of the Parties.

8.2 Should the Customer fail to comply with any of its obligations under the Contract, IPD shall have the right to suspend, without prior formal notice, the performance in full or part of the Contract until the breach identified is remedied. The Parties agree that this suspension may not be considered as a de facto termination of the Contract by IPD, nor shall this entitle the Customer to any right to compensation whatsoever.

8.3 If, despite the best efforts made by IPD to perform the Services in an optimal manner, it appears that one of the Services cannot be satisfactorily implemented, IPD may terminate the Contract during the performance of the Services, without any liability in this respect. Where applicable, the Customer is only invoiced for sums due in return for the Services actually rendered.

8.4 Upon termination of the Contract for any reason whatsoever, the obligations set out in Articles 5, 6.2.4, 6.2.5, 10.3, 10.6 and 10.7 shall remain in force.

ARTICLE 9 - FORCE MAJEURE

It has been expressly agreed that the events usually retained by the case law of the French courts and tribunals and by Article 1218 of the French Civil Code are deemed force majeure events. In addition, the following are deemed force majeure events: blockage, disruption, or congestion of telecommunications networks, poor quality of electric power, power cut, blockage of means of transport or supply for any reason whatsoever, strike action, bad weather, epidemics, earthquakes, fires, lightning, storms, floods, water damage, explosion, insurrection, war, act of terrorism or threat of terrorism, military operations, national or local state of emergency, governmental or legal restrictions, act or omission of government or higher competent authorities, governmental or legal restrictions, legal or regulatory changes in forms of marketing, as well as restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which the Contract is to be performed.

The occurrence of force majeure event must be notified via any means and as soon as possible by the Party impacted and, at first, suspends the Contract. The notice thereby given indicates:

- the event constituting force majeure,
- its foreseeable duration,
- the obligations which the impacted Party considers no longer being able to perform,
- the means being applied by the impacted Party to limit the consequences of the force majeure.

If the force majeure event lasts for more than two (2) months from the aforementioned notification date, the Contract may be terminated automatically and without formalities other than the sending of a registered letter with acknowledgment of receipt. If applicable, the termination is effective at the end of a period of thirty (30) days from the date of first presentation of the aforementioned registered letter with acknowledgment of receipt. No compensation may then be claimed by either Party.

ARTICLE 10 – MISCELLANEOUS

10.1 The Customer expressly agrees not to cede or to transmit to any third party, including any of its subsidiaries, even for free, any or part of the Contract. IPD may cede the Contract to any third party of its choice.

10.2 The Customer authorises IPD to cite it as a customer reference and in this context to include its logo on its promotional material.

10.3 Each of the Parties declares that it will conduct its activities with honesty, integrity, and transparency and intends that any natural or legal person in relation with it will adhere to the same values. Consequently, each of the Parties and any third party acting on its behalf undertakes, within the framework of the Contract, to strictly comply with the applicable laws and regulations against corruption and bribery. In particular, each of the Parties undertakes, within the framework of the Contract, not to directly or indirectly offer, grant, solicit or receive from a third party an undue advantage with a view to performing, delaying or omitting to perform an act required in connection with the performance of its obligations under the Contract, nor to abuse its actual or supposed influence over a third party in order to obtain from this third party an advantage in favour of the other Party. Each of the Parties undertakes to provide the other with any assistance that may be necessary to respond to a request from a duly authorised authority relating to the fight against corruption and influence peddling. Each Party represents and warrants to the other Party that no paiement (including fees, commissions or any other improper financial advantage) nor anything of value (including, without limitation, improper gifts, travel, meals or entertainment) has been or will be offered directly or indirectly, to any employee, director or officer of the other Party or of a Beneficiary for the purpose of obtaining the execution of the Contract or facilitating its execution or renewal. In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which the Contract is to be performed (together, "Economic Sanctions"). Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf (i) are subject to Economic Sanctions, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions. Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of the Contract in which case no notice shall apply, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach. Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of the Contract of any event that would contradict the declarations and guarantees defined in this Article.

10.4 The Parties consider as strictly confidential all information of any kind (commercial, financial, strategic, organisational, structural, etc.), methods and data communicated between them by any means and/or that they are required to know during the performance of the Contract. With respect to this information, each Party agrees:

- not to use it for purposes other than the performance of the Contract
- not to disclose it to third parties unless previously agreed by the other Party
- to only transmit it to its salaried staff whose assignments justify this transmission
- to take, with regard to its staff and any external person involved in the execution of the Contract, all necessary measures to ensure their confidentiality.

10.5 Pursuant to Articles 1365 et seq. of the French Civil Code and, if applicable, Article L.110-3 of the French Commercial Code, the information issued by IPD's information systems is binding between the Parties. Elements such as the time of receipt or transmission, as well as the quality of the data received, shall be deemed to be authentic by priority as recorded on IPD's information systems or as authenticated by IPD's computerised procedures, and shall be given the same weight as an original in the sense of a handwritten, hand-signed paper document.

10.6 The Customer irrevocably waives any request, claim, right or action against IPD and any company of the INFOPRO DIGITAL® group having as its object the Contract unless it is formulated within twelve (12) months following the event giving rise to the liability in question, and thereby irrevocably waives the right to bring any action before any jurisdiction beyond this period against IPD and any company of the INFOPRO DIGITAL® group.

10.7 Except with IPD's prior written consent, the Customer (and its authorised agent signing the Insertion Order where applicable) agrees not to directly or indirectly poach, hire or arrange for the employment of any person who has been involved in the performance of the Services in the name or

on behalf of IPD. This obligation shall remain in effect, for each person working for IPD, for the entire duration of the Insertion Order under which they shall have collaborated with the Customer or its representative and for a further twelve (12) months. In the event of non-compliance with these restrictions, the Customer shall immediately pay IPD a fixed compensation payment equal to half of the gross annual fully loaded salary of the member of staff concerned or, for an external contractor, equal to six times the amount of the services paid to said contractor under the Insertion Order concerned, without prejudicing any damages that IPD would be entitled to claim from the Customer in reparation for the damage caused.

10.8 The applicable law is French law.

10.9 In the event of a dispute relating to the formation, interpretation, performance or termination of the Contract, the first Party to take action undertakes, prior to referral to the competent court, to send the other Party a registered letter with acknowledgement of receipt requesting the holding of a conciliation meeting whose agenda is set by the Party at the initiative of the request. Therefore, the Party receiving the letter appoints a manager with the power to resolve the dispute within five (5) business days of receipt of the said letter and communicates the identity and contact details of the person so designated within this same period. The designated persons meet within fifteen (15) business days of receipt of the aforementioned registered letter with acknowledgement of receipt and a report is jointly validated by the Parties. The conciliation procedure shall not exceed ninety (90) days from the first conciliation meeting, unless expressly agreed by the Parties. Decisions made by mutual agreement in the conciliation procedure shall be binding. If the Parties fail to resolve their dispute within the framework of the above conciliation procedure, express jurisdiction shall be given to the competent courts of NANTERRE (France), notwithstanding multiple defendants or third-party proceedings, even for emergency proceedings or protective proceedings. The Parties are not required to apply the conciliation procedure prior to the implementation of emergency or protective proceedings, or summary or ex-parte proceedings.

AS AN AUTHORISED REPRESENTATIVE OF MY COMPANY, I HEREBY CERTIFY:

- **THE ACCURACY OF THE ABOVE INFORMATION;**
- **AND HAVE READ AND UNRESERVEDLY ACCEPT THE GENERAL TERMS AND CONDITIONS OF SALE AS ATTACHED.**

NAME OF AUTHORISED SIGNATORY: [complete]

DATE OF SIGNATURE: [complete]

COMPANY STAMP: [complete]

SIGNATURE: [complete]

The data collected are processed under the responsibility of IPD for the purpose of managing the Contract, as part of its performance. Unless opposed, this information may be used by IPD® or any other company within the INFOPRO DIGITAL® Group (see [Appendix 1 Personal Data Charter](#)), as part of their legitimate interest, to send you suggestions that may be useful to your business. You may exercise your rights of access, rectification, erasure and opposition [here](#). More information on the data processing of the INFOPRO DIGITAL® Group can be found [here](#).