Preamble

These General Terms and Conditions of Sale (GTCS) apply to all orders placed with Keonys, whether in particular for the resale of Third-Party Software (hereinafter also referred to as "**Products**") and/or the provision of services (hereinafter referred to as "**Services**").

Keonys has made available to the Client a commercial proposal and/or documentation presenting the Products and/or Services of which the Client acknowledges having read. It is the Client's responsibility, in particular on the basis of this information, to ensure that the Products and Services are suitable for its own needs.

Article 1. DEFINITIONS

Keonys: KEONYS SAS, whose registered office is located at 24, Quai Gallieni, Building A - 2nd Floor in Suresnes (92150), registered with the Nanterre Trade and Companies Register under number 504 725 730, and all the companies controlled by Keonys within the meaning of, in particular, Articles L.233-1, L.233-2 and L.233-3 of the French Commercial Code.

Customer : the entity that is a signatory to this Conctract or for whom the Services and/or Products are performed/delivered.

Contract: includes the following contractual documents, presented in hierarchical order of decreasing value:
- The Commercial Proposal and its annexes,
- where applicable, any transaction document referring to the terms of use of the Third-Party Software,
- The functional specifications written, if any, by Keonys or the Third-Party Publisher, for certain Products or Services,
- These Terms and Conditions (also "T&Cs").

In the event of any contradiction between the stipulations of the different documents, those contained in the higher-ranking document shall prevail.

In the event of a contradiction between documents of the same rank, the most recent will prevail.
The Client expressly waives the application of its own general terms and conditions of purchase or license, including those that may appear on the Client's purchase order or on any other commercial documentation of the latter, over which the T&Cs will prevail.

Publisher: refers to the company that designs, develops and markets the Products and Services that are the subject of the Client's Order. For the purposes of this Agreement, Keonys is either the Publisher or the authorized distributor of a Third-Party Publisher's Products or Services.

Third-Party Software: software whose author is a Third-Party Publisher and which Keonys is authorized to distribute as a reseller, according to the limits and conditions of use of the Third-Party Publishers that have been brought to the Customer's attention.

Commercial proposal: document from Keonys describing the Services, the Products, the prices offered to the Client and the provisional schedule.

Services: refers to all the services for the integration and/or maintenance of Third-Party Software:

- Advice to identify needs and opportunities for improvement with a solution based on Third-Party Software,
- Installation and configuration of Third-Party Software according to the Customer's environment and expectations,
- Customization of Third-Party Software to meet specific needs (or "Specific Developments"),
- Testing and validation to ensure that the Third-Party Software works for the intended use,
- Maintenance and support for the use and maintenance of Third-Party Software in operational conditions,
- Standard and specific user training to secure solution adoption.

Article 2. COMMANDS

Orders are deemed to have been made upon signature by the Client of the Commercial Proposal or, upon receipt by Keonys of an order form from the Client referencing the Commercial Proposal.

The license terms of the Third-Party Software will apply to Customer.

Orders for Products or Services are independent of each other. They are final, non-modifiable, and non-refundable.

Article 3. FINANCIAL CONDITIONS

Third-Party Services and Software are provided at the rate in effect on the day the order is placed. They are mentioned in the Business Proposal.
These rates are firm, expressed in Euros and are net and exclusive of VAT. As a result, they will be increased by the VAT rate and any transport costs applicable to the order.
For Technical Support Services or license renewals of Third-Party Software, and unless otherwise agreed, Keonys will proceed with an upward revision of the prices referred to in the Business Proposal, on the anniversary date of the Agreement, in accordance with the following indexation formula:
$P = P^* (S/S^*)$
- P = the new Price after revision
- P^* = the Price before revision
- S = the last published Syntec index on the revision date
- S^* = the last Syntec index published on the day of the previous revision (for the first revision, S^* = the last index published during the month in which the Contract was signed).

Travel expenses are not included in the amount of the Business Proposal, unless otherwise specified in the Commercial Proposal.
If they are not included, they will be invoiced separately to the Customer.
Travel time (from door to door), carried out by the Consultant, during working hours, will be invoiced to the Client as time worked. The Service Provider may also, after notifying the Client, invoice significant travel times carried out outside working hours.

Article 4. SETTLEMENT TERMS

4.1 Settlement Timelines
Payment must be made, according to the terms and conditions defined on the invoice, and failing this by bank transfer or direct debit, within 45 days of the date of the invoice.
The Client's commitment to pay the sums due under the Contract is firm and irrevocable.

The Client must notify Keonys and justify any dispute of an invoice in writing before the due date of the said invoice and, by way of derogation from Article 1223 of the Civil Code, may not decide alone on any reduction of the sums appearing therein.

In the event that, for internal administrative reasons, the issuance of the invoice is linked to the receipt of a purchase order from the Client by Keonys, the Client undertakes to issue the corresponding purchase order.

4.2 Late Penalties

In the event of late payment, late payment penalties will apply, calculated on the basis of 10 times the legal interest rate, and will be applied automatically and by operation of law, without any formality or prior notice; it being specified that any delay in payment, including when payment is made in instalments, will result in the immediate payment of all sums due to Keonys by the Client, without prejudice to any other action that Keonys may be entitled to take against the Client in this respect.

4.3 Lump sum compensation for recovery costs

The Client in a situation of late payment will be required to pay Keonys a lump sum compensation for recovery costs, of forty (40) euros, in addition to the late payment penalties mentioned in Article 4.2., which may be replaced by additional compensation if these costs are higher, upon proof (collection agency, bailiff, etc.).

4.4 No Compensation

No compensation can be validly made by the Client between any penalties for delay.

In the event of non-compliance with the payment terms set out above, Keonys reserves the right to suspend, or terminate the supply of the Products and/or Services, within 8 (eight) days of the unsuccessful formal notice, without this measure being analysed as a breach by Keonys of its obligations which may lead to a termination of the Contract, and without prejudice to the damages to which Keonys may be entitled. In the event of resumption of service after suspension following late payment, the Client may be re-invoiced for the resumption of service.

Article 5. DELIVERY

5.1 Services

The performance of the Services is deemed to be done on a rolling basis, subject to specific terms and conditions related to a flat-rate invoicing, the terms of which are set out in the Commercial Proposal.

5.2 Delivery of Products
5.2.1 Delivery of Third-Party Software

The Delivery Date of the Third-Party Software means the later of: (i) the date on which the Third-Party Software is shipped or made available to the Customer electronically or, if applicable, (ii) the date on which the Customer is informed by Keonys or the Third-Party Publisher that the corresponding license key can be requested or is available, or (iii) for Third-Party Online Software, the date on which the Third-Party Publisher provides Customer with the necessary information to enable Customer to access the online services, or to download the Software, as the case may be.

5.3 Third-Party Software shall be deemed to have been delivered to the Customer on the date of delivery as referred to in clause 5.2.1. Unless otherwise stipulated in writing, the downloading and installation of the Third-Party Software is carried out under the sole responsibility of the Customer, and Keonys cannot be held liable in this respect under any circumstances.

The risks of loss or damage to the Third-Party Software are borne by the Client from the time the Third-Party Software is made available to the Client under the conditions set out above.

Article 6. OBLIGATIONS OF THE PARTIES – WARRANTIES

6.1. Obligations of the Parties

Keonys is committed to taking the best care, in compliance with the rules of its art, in the accomplishment of its missions. It can only be held liable in the event of fault for which it is up to the Client to prove, unless otherwise stated in the Commercial Proposal.

Keonys undertakes to advise the Customer on the Products, within the limits of the information provided to it by the Third-Party Publisher concerned.

The Client undertakes to assign the competent and necessary personnel to carry out and monitor the Services provided by Keonys, and the Contract in general, and to cooperate in good faith and actively with Keonys to enable it to perform the said Services under the conditions set out herein. In particular, the Client undertakes to:

- Communicate to Keonys and make available to it any other element, information and/or document, if necessary requested by Keonys or the Publisher, in particular to allow Keonys to provide the support service;
- Respect the deadlines set for him/her;
- Carry out due diligence and actively participate in the procedure for receiving the items ordered;
- To request and obtain all legal, administrative, regulatory and/or contractual authorizations necessary for the performance of the Contract for the obligations incumbent on it;
- Protect itself against any damage to the data, files, software, hardware and any documents provided by the Client for the purposes of the Contract.

The Client also undertakes to take the necessary measures to ensure the regular backup of its data, and is not satisfied with this commitment by its users regarding their own data.

6.2. Warranties

The Customer acknowledges that Keonys is not the publisher of Third-Party Software and that it will directly benefit from the terms and conditions and warranties of the Third-Party Software publishers of which the Customer acknowledges having read.

6.2.1 Warranty against counterfeiting

Keonys guarantees the Client against any infringement in France of the rights of third parties relating to the infringement of an intellectual property right in respect of specific developments. As such, Keonys will defend, at its own expense, the Client and will bear all damages to which the latter may be ordered by a court decision that has become final and which is based exclusively on the demonstration of an infringement committed in France by Keonys in respect of the specific developments.

This coverage is subject to the following conditions:
- That the Client has notified within a short period of time, in writing, the infringement action or the declaration that preceded this action, and;
- That Keonys has been able to defend its own interests and those of the Client, and, to do so, that the Client has faithfully cooperated in the said defence by providing all the elements, information and assistance necessary to carry out such defence.

In the event that the prohibition of use is pronounced as a result of an infringement action, or results from a transaction signed with the plaintiff in the infringement action, Keonys must, at its option and at its expense, either:

- Obtain for the Client the right to continue the use of the Keonys Specific Developments that are the subject of the action in question;
- Replace it with an equivalent element that is not the subject of a infringement action;
- Modify it in order to avoid said counterfeiting;
-Or, if Keonys cannot achieve the three previous solutions, the Client will be reimbursed only for the sums paid as the annual user fee for specific infringing Keonys developments minus an amount of 20% per year of use.

The above warranty does not apply to elements or components:
 - Which have not been provided by Keonys,
- Caused by the Customer's equipment or its users,
- Which are combined with third-party software, hardware or equipment where the alleged infringement relates to such combination,
- When the Client continues the alleged infringing activity despite the signing of a transaction, or the service of a court decision having the force of res judicata in the main proceedings and having become final, if the Client has not implemented the modifications recommended by Keonys that would have ruled out the qualification of infringement.

This article sets forth Keonys' full liability and the exclusive remedy of the Customer with respect to the infringement of the specific developments, which the Customer expressly acknowledges and accepts.

6.2.2 Other Warranties
Except as otherwise provided in the Agreement, the Services and any Products provided by Keonys or used in connection with the Services, are provided by Keonys on an "as is" basis. Keonys expressly disclaims all other warranties, express or implied, of any kind.

Article 7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Keonys shall not be liable for any improper use of the Products by the Customer, in particular in the event of intervention by the Customer itself or by the intervention of a third party on the Products; also in the event of the transmission of erroneous information or lack of information transmitted by the Client necessary for the performance of the sale or the Service(s), and more generally, in all cases of exclusion of liability referred to in the license conditions of the Third-Party Software.

Keonys can only be held liable for direct and foreseeable damage caused by a poor performance of the Agreement by Keonys proven by the Client. In the event that Keonys is found liable, the total amount of compensation that may be charged to Keonys is expressly limited to 50% of the sums received by Keonys in respect of an order, as the case may be, for Products or Services causing the damage.

Keonys cannot be held liable for indirect damage such as operating loss, commercial loss, financial loss, loss of cash, loss of customers, business disturbance of any kind, loss of orders, loss of earnings, loss of opportunity, loss of brand image, loss of or damage to data.

Any legal action against Keonys must be initiated within one year of the occurrence of its chargeable event.

Article 8. INTELLECTUAL PROPERTY

Keonys retains exclusive ownership of all inventions, discoveries, innovations, technical improvements or know-how designed by it. This ownership includes the right to obtain, and to keep in its name, patents, and other intellectual property rights that may be conferred on it.

If specific developments are carried out or in the event of settings or configurations on Third-Party Software, the Client will be granted a non-exclusive right of use on these works, unless otherwise agreed in writing.

These GTC do not confer any rights on the Client other than those expressly granted in the Agreement. The use of Third-Party Software is exclusively subject to the license terms of the Third-Party Software Publisher.

Article 9. CONFIDENTIALITE

The Parties shall refrain from communicating to anyone, who is not involved in the service, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial, nominative, etc., which has been communicated to them by one of them, or of which they may have become aware during the performance of the Contract, and to take all possible measures to prevent its disclosure. The Parties undertake to inform their duly authorised employees, agents or subcontractors of the confidentiality commitment set out above. The Client undertakes not to disclose any information relating to Keonys' know-how.

This reciprocal commitment will continue until the end of the service and for a period of three (3) years following the termination of the Contract. It is expressly agreed that this clause is set aside in favour of any prior confidentiality agreement between the Parties relating to the same subject-matter.

Article 10. FORCE MAJEURE – HEALTH CRISIS

Keonys cannot be held liable if the non-performance or delay in the performance of one of its obligations described in these general terms and conditions of sale results from a case of force majeure within the meaning of Article 1218 of the Civil Code.

In the event that a pandemic-type health crisis or its effects make it impossible for one of the Parties to fulfil its commitments, the Parties shall consult with a view to seeking a solution.

Article 11. REFERENCE

KEONYS may mention the name, logo and address of the Client's website on a list of references for both internal and external communication purposes.

Article 12. NON-SOLICITATION

The Parties undertake not to solicit, without the prior written consent of the other Party, any of the employees who have participated in the performance of the Services. This non-solicitation commitment is valid for the entire duration of the project, increased by a period of six months from the end of the said project. In the event of non-compliance by one of the Parties with the obligation of non-solicitation of personnel referred to in this article, the defaulting Party shall pay to the other Party, as a penalty clause, compensation in an amount corresponding to eighteen (18) times the last gross monthly remuneration of the employee concerned.

Article 13. OUTSOURCING

Keonys is authorized to subcontract all or part of the Services, unless expressly refused by the Customer.

Article 14. EVOLUTION OF BENEFITS

Any new request from the Client and/or in general, any modification and/or evolution of the Services not provided for in the Commercial Proposal or made necessary during the performance of the Contract will be the subject of additional order(s) and additional remuneration; similarly, any consumption of Products and/or Services not expressly referred to in the Contract will be subject to additional invoicing. In the context of the Services, any modification of a work hypothesis having an impact on the price and time conditions initially agreed upon constitutes an evolution of the Services and must be the subject of an additional technical and financial proposal which must be accepted or refused by the Client and may be the subject of an amendment to this Contract.
In the event of refusal by the Client, the evolution and/or modification of the Services will not be implemented by Keonys without it incurring the slightest liability as a result.

Article 15. PERSONAL DATA

Keonys, acting as data controller, processes personal data in the context of the marketing of Products and/or Services.
The data collected from the Client is necessary for this marketing.
Each Party undertakes to use the personal data communicated in accordance with the European regulations in force, in particular the principles laid down by Article 6.1 b) of Regulation (EU) No. 2016/679 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 ("GDPR").

The data collected may also be transmitted to any judicial or administrative authority for the settlement of disputes between Keonys and one of its Customers.
The data collected is kept for the time necessary for the marketing of the Products, the performance of the contract and for the applicable limitation period.

In accordance with the Data Protection Act of 6 January 1978 as amended, the Client's staff and employees have, at any time, the right to access, modify, rectify, oppose, limit, transfer and delete all of their personal data, which can be exercised by a request sent by e-mail to: dataprotection@keonys.com:
They also have the possibility of filing a complaint with the CNIL.

When Keonys acts as a personal data processor, the Parties undertake to comply with the provisions of Annex 1 below.

Article 16. INSURANCE – SOCIAL REGULATIONS

16.1 The Parties must be insured with an insurance company that is known to be solvent and established in France, for all harmful consequences of acts for which they may be held liable under the Contract; and undertake to keep the payment of the corresponding premiums up to date. In addition, each Party undertakes to provide, at the first request of the other Party, a certificate from its insurance company specifying the risks covered and the payment of the corresponding premiums.

16.2 Keonys undertakes to comply with the social and tax provisions as well as the provisions of the Labour Code, in particular the rules applicable to the fight against concealed work, and to transmit to the Client, on the date of signature of the Contract and then every six (6) months, at the Client's request only, until the end of the Contract, all the necessary certificates, such as the certificate of vigilance issued by the URSSAF.

16.3 Keonys undertakes to comply with the Code of Conduct set out in Annex 2 below.

Article 17. DUREE – RESILIATION

17.1 Duration
The duration of the Contract is stipulated in the Business Proposal.
The licenses granted on the Third-Party Software terminate automatically in the event of early termination of the Agreement, in particular in the event of a breach of the terms of the license of use. With the exception of Contracts with instant performance (e.g. sale or installation of the Products), the Contract is tacitly renewed for a fixed period identical to the duration mentioned in the Commercial Proposal, or failing that, for a fixed period equal to that of the initial period if one has been provided. By way of derogation, either Party may prevent the tacit renewal of the Contract by sending a registered letter with acknowledgement of receipt, subject to three (3) months' notice prior to the anniversary date of the Contract.
By mutual agreement between the Parties and by express derogation from Article 1214 of the Civil Code, the Contract is contracted for a fixed term notwithstanding its renewal. Therefore, the Contract may not be terminated before the term set for the initial period and during each specified contractual period renewed. The Client acknowledges and agrees that it will owe Keonys, in the event of early termination of the Agreement or failure to comply with the terms of termination, with an early termination fee of 100% of the total sums that Keonys would have received if the Agreement had continued until its termination. As an express agreement between the Parties, the above-mentioned clause is qualified as an "early termination indemnity clause" and does not correspond in any way to a "penalty clause" within the meaning of Article 1231-5 of the French Civil Code.

17.2 Termination
In the event of a breach by one of the Parties of these contractual obligations, not remedied within thirty (30) days of receipt of the registered letter with acknowledgement of receipt notifying the breach in question (except in the case of late payment where the regularization period is eight days), the other Party may assert the termination of the Contract with immediate effect and by operation of law, by registered letter with acknowledgement of receipt, without prejudice to any other rights under the Contract.
By way of derogation from Article 1222 of the French Civil Code, in the event of a breach by one of the Parties (the "Defaulting Party") of its contractual obligations for any reason whatsoever (including in the event of force majeure), the other Party shall refrain from having the said obligations performed by a third party without the prior and express consent of the defaulting Party. No reimbursement of costs or advance payment may be requested from the defaulting Party in this respect without its prior and express agreement.
The Client expressly acknowledges and accepts that the termination of this Agreement, for any reason whatsoever, does not automatically entail the termination of the financing contract that it would have entered into with a financial institution to finance all or part of the Products or Services. Therefore, notwithstanding the early termination of the Contract, the Client remains obliged to comply with

its commitments to pay the "rents" due to the funder, even if the services are no longer provided. In the event of early termination of the financing contract, the Client will be liable in the same way for all the rents that it should have paid until the agreed contractual term. The Client hereby waives, purely and simply, any liability or guarantee on the part of Keonys as a result of the performance of its financing contract.

Article 18. STIPULATIONS GENERALES

The Parties declare that they measure and accept the risks inherent in the performance of the Contract. By express agreement, the Parties waive the application of Article 1195 of the Civil Code.

ARTICLE 19. JURISDICTION – APPLICABLE LAW

19.1 Governing Law
THE LAW APPLICABLE TO THIS CONTRACT IS FRENCH LAW.

19.2 Jurisdiction
IN THE EVENT OF ANY DISPUTE OR DIFFICULTY THAT MAY ARISE BETWEEN THE PARTIES RELATING TO THE VALIDITY, FORMATION, INTERPRETATION, PERFORMANCE OR TERMINATION OF THE CONTRACT, THE PARTIES UNDERTAKE TO COOPERATE DILIGENTLY AND IN GOOD FAITH WITH A VIEW TO FINDING AN AMICABLE SOLUTION BEFORE ANY LEGAL PROCEEDINGS, EXCEPT IN CASES OF URGENCY JUSTIFYING RECOURSE TO THE JUDGE HEARING THE APPLICATION FOR INTERIM MEASURES. IN THE ABSENCE OF AN AMICABLE SOLUTION OBTAINED DURING DISCUSSIONS AND AT THE END OF A MEDIATION PROCEDURE WHICH MUST BE ATTEMPTED ON PAIN OF INADMISSIBILITY OF ANY ACTION ON THE MERITS OF ANY DISPUTE EXCEEDING €30,000, ANY DISPUTE THAT MAY ARISE BETWEEN THE PARTIES CONCERNING THE VALIDITY, FORMATION, PERFORMANCE, INTERPRETATION OR TERMINATION OF THE CONTRACT, SHALL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF NANTERRE, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR A THIRD PARTY CLAIM.

This Appendix is drawn up pursuant to Article 28.3 of the European Regulation 2016/679 from the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or ("GDPR") (hereinafter the "**Regulation**").

It is an integral part of the KEONYS General Terms and Conditions of Sale (the "**Contract**").

Capitalised terms used in this Appendix shall have the meaning ascribed to them in the GDPR or in the Contract.

1.1. The Parties acknowledge that when KEONYS processes Personal Data on behalf of the CUSTOMER within the framework of the execution of the Contract, it acts as a Data Processor and the CUSTOMER acts as a Data Controller.

The personal data processed are identification data (surname, first name, professional email address, professional telephone number). The categories of data subjects concerned by the Processing are the Customer's employees or service providers.

Therefore, KEONYS undertakes to act in accordance with the documented instructions of the CUSTOMER (including for the transfer of Personal Data outside the EU).

The CUSTOMER's instructions for Processing Personal Data must be lawful and in accordance with the Regulation; the CUSTOMER is solely responsible for the accuracy, quality and lawfulness of the Personal Data and the means by which it has acquired the Personal Data.

1.2. If KEONYS considers that one of the CUSTOMER's instructions constitutes a violation of the GDPR or of any other provision of EU law or of the law of the Member States relating to data protection, it will inform the CUSTOMER as soon as possible, without this notice constituting a legal opinion or legal advice. KEONYS is entitled to suspend the execution of this instruction until the CUSTOMER confirms or modifies it.

1.3. KEONYS undertakes:

a) To guarantee the confidentiality of the Personal Data processed on behalf of the CUSTOMER;
b) Not to use the Personal Data collected as a Data Processor of the Customer for any other purpose than those set out in this Appendix except where expressly permitted by Article 28 (3)(a) of the GDPR;
c) To implement appropriate and reasonable technical measures to ensure the protection of Personal Data processed on behalf of the CUSTOMER. In particular, KEONYS undertakes to implement the following security measures:
   - Measures to ensure the confidentiality, integrity, availability and resilience of processing systems and services;
   - Measures to restore availability and access to personal data within an appropriate timeframe in the event of a physical or technical incident;

   - A procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing;

The Customer acknowledges that these measures are likely to evolve due to future knowledge and technical developments. KEONYS is therefore expressly authorised to implement alternative measures to those described as long as these measures maintain the general level of security as described above.

d) To ensure that access to Personal Data is limited to those staff and sub-processors who need access to it for the provision of the services under the Contract;
e) To notify the CUSTOMER by e-mail or post as soon as possible after becoming aware of any breach of personal data, provide all relevant information, and take all reasonable steps to remedy the breach, of which it shall keep the CUSTOMER informed. The notification shall be accompanied by all relevant documentation to enable the CUSTOMER to notify the competent supervisory authority of the breach;
f) To assist the CUSTOMER, as far as possible, in the management of requests or claims made by the Data Subjects in the exercise of their rights. When the Data Subjects exercise their rights directly with KEONYS, the latter must address these requests as soon as they are received to the CUSTOMER's DPO by e-mail.
g) To cooperate with the competent data protection authorities.

1.4. The CUSTOMER authorises KEONYS to use one or more sub-processors for the Processing of Personal Data. In particular, the CUSTOMER authorises KEONYS to use the company CENIT AG (parent company) located at 54 Industrie Strasse - Stuttgart - Germany, which performs the backup of the Data hosted by KEONYS. KEONYS undertakes to inform the CUSTOMER in writing of any planned change concerning the addition or replacement of subsequent sub-processors by indicating the Contract reference. The CUSTOMER may object, for justified and legitimate reasons, to the use of a new sub-processor by notifying KEONYS by e-mail within ten (10) days from the receipt of the notification from KEONYS, under the conditions of article 28 paragraph 3 of the GDPR.

In any case, KEONYS will impose on its authorised data processors the same obligations to protect Personal Data as those set out in this Appendix. KEONYS will also ensure that its sub-processors do not process Personal Data for purposes other than those necessary to provide the subcontracted services.

1.5. Any transfer of Personal Data shall be implemented in accordance with the Regulation.

If KEONYS or one of the sub-processors processes or transfers Personal Data outside the European Union, in a country that does not have an adequate level of protection as defined by the European Commission, the CUSTOMER mandates KEONYS to sign in its name and on its behalf with the legal entities concerned a data transfer contract established on the basis of the European Commission's Standard Contractual Clauses for the transfer of Personal Data to companies established in third countries (the "Contractual Clauses for the Transfer of Data" or "EUSCC"). Alternatively, transfers will be managed by means of a substitute mechanism validated and recognised by the European authorities

as ensuring an adequate legal framework to secure the Processing of Personal Data outside the European Union.

KEONYS specifies that no transfer of Personal Data is made outside the EU.

1.6. The CUSTOMER may verify, at the most once a year, the respect by KEONYS of all the obligations resulting from the present agreement or may mandate an auditor of its choice for this purpose, as long as it is not a competitor of KEONYS.

Such audit shall be conducted (i) during KEONYS' normal business hours, (ii) without interfering with KEONYS' business operations, and (iii) with appropriate notice and after consultation with KEONYS.

The Customer shall bear its own expenses in connection with such audit and shall compensate KEONYS for the cost of its internal resources required to conduct the on-site audit (on the basis of time and materials according to the then current price list) if the audit does not reveal a serious breach by KEONYS of its obligations under this Appendix (in which case KEONYS shall promptly remedy the breach at its own expense).

1.7. KEONYS will respect the CUSTOMER's instructions concerning the retention of personal Data and, at the CUSTOMER's choice and request, undertakes to destroy or return to the CUSTOMER, within the period agreed with it, all the personal Data, including all copies which may have been made on any medium whatsoever, except in case of necessity of retention required by a law or regulation.

In any case, the Personal Data processed by KEONYS within the framework of the Contract will be kept for the duration of the Contract plus the duration of the applicable statute of limitations necessary for KEONYS to ensure the defence of its rights.

In case of deletion, KEONYS shall specify beforehand to the CUSTOMER the procedures for the deletion of the Personal Data.

1.8. KEONYS also specifies that it has appointed a Personal Data Protection Officer (DPO) whose contact details are given below:

KEONYS 24 Quai Gallieni CS 40024, 92158 Suresnes CEDEX
Email : dataprotection@keonys.com

Appendix 2 - CSR Code of Conduct - Anti-corruption and Compliance.

Keonys conducts its business with integrity and respect for the interests of others in accordance with the obligations set out in the Code of Conduct. Keonys will use its best efforts to ensure that all of its data processors involved in the provision of Products and/or Services comply with the requirements set forth in this Code of Conduct.

Keonys will comply with all applicable laws and regulations relating to the matters listed below.

1. Anti-corruption

Keonys will refrain, within the framework of its activity, from carrying out fraudulent activities or from unduly soliciting any sum of money for its activity. Keonys will not offer, pay, ask or accept a bribe, directly or indirectly through a third party.

2. Human rights

Keonys will support and respect the protection of internationally recognised human rights.

3. Employment practices

Anti-discrimination

Keonys will not discriminate in its workplace on the basis of race, ethnicity, age, religion, gender, marital status or sexual orientation.

Safety and health of working conditions

Keonys will provide its employees with a safe and hygienic working environment. Keonys will carry out regular inspections of the safety and health conditions in its facilities and take any necessary corrective measures.

Child labour

Keonys will not employ children under the legal working age and will not support child labour in any form.

Fair working conditions

Keonys shall comply with all applicable laws and regulations regarding working hours. The Supplier's employees shall be offered wages at least equal to the minimum wage. Keonys shall in no way promote or support human trafficking or any form of slavery.

Freedom of association

Keonys will not accept any disciplinary or discriminatory action against employees who have freely and legally chosen to join an association or other organisation.

4. Environmental protection

Keonys is committed to acting in an environmentally friendly manner, conducting its business in an environmentally friendly manner and adopting an approach to reduce its impact on the environment.

Keonys will use an environmental management system and ensure a high level of environmental protection in procurement, manufacturing, transport and waste management.