

Master General Terms and Conditions of Services

These general terms and conditions of services are applicable to the Clarity services for Corporate Social Responsibility management, provided by BUREAU VERITAS (as defined further) and to which the CLIENT (as defined further) wishes to subscribe.

They are completed by the Order Form (as defined further), which together form the master agreement between the parties (the "Agreement").

ARTICLE 1 – DEFINITIONS

1.1 For the purpose of this Agreement, the following words and expressions shall have the meanings set forth below:

"Affiliate" means any other entity that either directly or indirectly controls or is controlled by a Party or is under the common control with the said Party. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, or is entitled to exercise, directly or indirectly, the votes attaching to 50% (fifty per cent) or more of the equity shares of the other entity or if it possesses, directly or indirectly, the power to determine the composition of the board of directors of the other entity;

"BUREAU VERITAS" means the entity of the Bureau Veritas group that has entered into this Master Agreement with the Client, as identified in the Order Form;

"CLIENT" means the person, firm, company, partnership, association, trust or government agency or authority that appoints BUREAU VERITAS to provide the Services and identified as such in the Order Form;

"CLIENT Information" means any data, information or material provided or submitted to BUREAU VERITAS by the CLIENT in the course of the performance of the Services;

"Digital Dashboard" means the SaaS (software as a service) service enabling the CLIENT to consult the results of self-assessment questionnaires and/or onsite audits conducted for the CLIENT's Affiliates and/or suppliers sites (non-anonymized data). For the avoidance of doubt, the CLIENT's Affiliates and/or suppliers sites will access to the Digital Dashboard to consult their own self-assessment questionnaires (non-anonymized data) and the results of other CLIENT's Affiliates and/or suppliers sites (anonymized data);

"Fees" means the fees payable by the CLIENT to BUREAU VERITAS for the Services, as set out in the Order Form, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Bureau Veritas incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof. The Fees and all additional costs will be in the currency of the country where Bureau Veritas is located;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order Form" (or commercial proposal) means a form evidencing the initial subscription for the Services and any subsequent order forms submitted in written form, specifying, among other things, the Services contracted for, the applicable fees, as agreed to between the parties;

"Platform" means MAIA+ online-platform developed and owned by BUREAU VERITAS and its Affiliates;

"Reports" means all documents created by BUREAU VERITAS in relation to or as a result of the performance of the Services;

"Services" means the services offered by BUREAU VERITAS to the CLIENT, which are described in details in the Order Form.

Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the documents listed above.

ARTICLE 2 – PURPOSE

2.1 The purpose of this Agreement is the provision by BUREAU VERITAS of the Services to the CLIENT, subject to the terms hereof.

2.2 The CLIENT's Affiliates and/or suppliers will have to perform a self-assessment questionnaire ("SAQ") for a selection of sites, in order to evaluate their level of compliance and performance against the CLIENT's sustainability strategy. The CLIENT may add new sites to be assessed over time by prior written notice sent to BUREAU VERITAS. In the case where CLIENT's Affiliates and/or suppliers pay directly BUREAU VERITAS for the SAQ, the CLIENT agrees to inform and cause such CLIENT's Affiliates and/or suppliers to order, pay and perform the SAQ directly with BUREAU VERITAS.

ARTICLE 3 – CONTRACTUAL DOCUMENTS – ORDER OF PRECEDENCE

3.1 This Agreement consists of this document (including Articles 1 to 18), the Exhibit "Data Protection" and the Order Form.

3.2 The various parts of the Agreement shall be read as one document, the contents of which, in the event of conflict or inconsistency, shall be given precedence in the following order listed in declining weight: (i) this document, (ii) its Exhibit and (iii) the Order Form. In the event of a contradiction, the document with higher priority will prevail with respect to the obligation in question. Any modification to the contractual documents shall be subject to a written amendment signed by both Parties.

3.3 The aforementioned contractual documents constitute the entire agreement between the Parties with respect to their subject matter and supersede any prior agreement, oral or written, between the Parties with respect to that subject matter. They prevail over all other contractual conditions, including the respective general conditions of the Parties.

ARTICLE 4 – BUREAU VERITAS' OBLIGATIONS

4.1 BUREAU VERITAS shall, with reasonable care, skill and diligence as expected of a competent body experienced in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Reports to the CLIENT.

4.2 BUREAU VERITAS, in the capacity of an independent party, provides information to the CLIENT in the form of ascertainment, assessment, relative to regulatory requirements, general

Master General Terms and Conditions of Services

industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

4.3 In providing the Services, BUREAU VERITAS does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding BUREAU VERITAS' actions, are not released from any of their obligations of whatever nature. If and to the extent that the CLIENT releases any third party from its liabilities, obligations and duties with respect to the CLIENT's products or services, or from its liabilities, obligations and duties with respect to information upon which BUREAU VERITAS relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause BUREAU VERITAS' liability to increase and the CLIENT shall assume and undertake as its own such liabilities, obligations and duties.

4.4 For the avoidance of doubt, under no circumstances does BUREAU VERITAS fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the CLIENT to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use or compliance with any particular law or regulation, is made by BUREAU VERITAS or any activities undertaken by the CLIENT or systems or processes maintained or put in place by the CLIENT.

4.5 **Hosting of CLIENT Information.** The CLIENT acknowledges and expressly agrees that CLIENT Information will be hosted on the Digital Dashboard and the Platform included in the Services, following all security best practices. CLIENT Information is made available to the CLIENT through the Digital Dashboard and the Platform for the term of this Agreement. The CLIENT is responsible for CLIENT Information back-ups.

ARTICLE 5 – CLIENT'S OBLIGATIONS

5.1 The CLIENT must:

5.1.1 co-operate with BUREAU VERITAS in all matters relating to the Services;

5.1.2 ensure that all documents, information and material made available by the CLIENT to BUREAU VERITAS is accurate in all material respects;

5.1.3 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services;

5.1.4 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services.

5.2 To the extent that BUREAU VERITAS renders Services, the CLIENT agrees that BUREAU VERITAS does not owe any specific success but only such Services.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.1 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.

6.2 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair

the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.

6.3 The names, service marks, trademarks and copyrights of BUREAU VERITAS shall not be used by the CLIENT except solely to the extent that the CLIENT obtains the prior written approval of BUREAU VERITAS and then only in the manner prescribed by BUREAU VERITAS. For the avoidance of doubt, and except as provided in article 6.1, nothing in the Reports or any other writing shall convey to the CLIENT any rights of ownership or license whatsoever to BUREAU VERITAS' Intellectual Property, the Digital Dashboard, the Platform, its proprietary software, the proprietary audit methods, training materials and best practices manual, protocols, BUREAU VERITAS' name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by BUREAU VERITAS or its Affiliates to perform the Services and to issue the Reports. Such Intellectual Property rights shall remain the sole property of BUREAU VERITAS.

6.4 Ownership of CLIENT Information. The CLIENT retains all right, title and interest, including all related Intellectual Property rights, in and to CLIENT Information. The CLIENT shall ensure that all CLIENT Information made available by the CLIENT to BUREAU VERITAS under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade name, trade secret, license, copyright or other Intellectual Property rights or proprietary rights of any third party.

6.5 License to use CLIENT Information. Subject to the terms and conditions of this Agreement, the CLIENT hereby grants BUREAU VERITAS a limited, non-exclusive, royalty-free, transferable, worldwide license to use the CLIENT Information and perform all acts with respect to the foregoing solely as may be necessary for BUREAU VERITAS to perform the obligations set forth in this Agreement, including providing the Services.

6.6 Notwithstanding the clauses 6.4, 6.5 and 8, the CLIENT accepts and expressly authorizes BUREAU VERITAS to use the CLIENT Information for benchmarking, analysis and commercial purposes, provided that data is anonymised and such use is in compliance with the applicable laws and regulations protecting personal data.

6.7 CLIENT trademark license. During the term of this Agreement, the CLIENT grants to BUREAU VERITAS a royalty-free, transferable, worldwide, non-exclusive license to use and display CLIENT trademarks for the purpose of providing the Services ("CLIENT Marks"). BUREAU VERITAS shall not modify the CLIENT Marks in any way without obtaining the prior consent of the CLIENT. The CLIENT shall provide all necessary branding and trademark guidelines to BUREAU VERITAS as part of its consent.

6.8 **Ownership of the Digital Dashboard and the Platform.** BUREAU VERITAS and licensors retain all right, title and interest, including all related Intellectual Property Rights, in and to the Digital Dashboard and to the Platform. This Agreement is not a sale and does not convey to the CLIENT any rights of ownership in or related to the Services or the Digital Dashboard or to the Platform. The product or service names associated with the Services are trademarks of BUREAU VERITAS or affiliated third parties, and no right or license shall be deemed granted to use them to the CLIENT or any other third-party without the prior, express written consent of BUREAU VERITAS.

6.9 **Acceptable use of the Digital Dashboard and the Platform.** BUREAU VERITAS grants the CLIENT a non-exclusive, revocable and non-transferable license to use the Digital Dashboard and the Platform, part of the Services, solely

Master General Terms and Conditions of Services

for the CLIENT's Affiliates or CLIENT's suppliers' sites and during the Term of this Agreement. The CLIENT may under no circumstances assign, transfer, delegate or sub-license a third party directly or indirectly in any manner whatsoever without the prior written agreement of BUREAU VERITAS.

Except when permitted by law, the CLIENT is prohibited to:

- attempt to copy, modify, reproduce, create any derivative work, alter, mirror, republish, download, display, transmit or distribute all or any part of the components of the Digital Dashboard and/or the Platform, that are part of the Services, in any form, on any medium or by any means whatsoever ;
- attempt to decompile, disassemble, reverse engineer or otherwise make all or part of the Digital Dashboard and/or the Platform;
- access all or part of the Digital Dashboard and/or the Platform in order to design a competing application or service;
- access the Digital Dashboard and/or the Platform in the form of source code or unlocked coding with comments;
- attempt in any way whatsoever to remove, circumvent any technical protection measure ("TPM"), or use or manufacture for sale or rental, import, distribute, sell or rent, offer for sale or rental, promote sale or rental, or hold for private or commercial use any means to facilitate the unauthorized removal or circumvention of TPMs; and
- use the Digital Dashboard and/or the Platform to provide services to third parties or license, sell, rent, lease, assign, distribute, display, disclose, commercially exploit or otherwise make the solutions and services available to any third party;
- adapt, correct, modify or reproduce all or part of the Digital Dashboard and/or the Platform or their respective components, by any process whatsoever, without the express prior written authorisation of BUREAU VERITAS;
- extract, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the Digital Dashboard and/or the Platform, by any means and in any form whatsoever; as long as this extraction takes place outside the rights of use granted by BUREAU VERITAS;
- reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the Digital Dashboard and/or the Platform, in any form whatsoever, as long as this reuse takes place outside rights of use granted by BUREAU VERITAS; and
- repeatedly and systematically extract or re-use of qualitatively or quantitatively insubstantial parts of the Digital Dashboard and/or the Platform when these operations clearly exceed the conditions of normal use;
- send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of a third party;
- interfere with or disrupt the integrity or performance of the Digital Dashboard and/or the Platform.

The CLIENT undertakes to take all reasonable steps to prevent any unauthorised access to or use of the Digital Dashboard and the Platform and, in the event of such unauthorised access or use, to notify BUREAU VERITAS as soon as possible.

The CLIENT undertakes to keep the access codes to the Digital Dashboard and to the Platform strictly secret, to take all

measures to preserve their confidentiality, and to inform BUREAU VERITAS in the event of an unauthorized use of its account, as soon as it becomes aware of it. The Parties expressly agree that all operations carried out using the CLIENT's access codes are deemed to emanate from the CLIENT, who is the sole responsible for their safekeeping.

The CLIENT further undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of this Agreement. The CLIENT shall not use the Digital Dashboard, the Platform or the Services, in whole or in part, for illicit purposes. The CLIENT is duly informed that it is notably forbidden to transmit and/or store and/or disseminate data of a pornographic, pedophilic, hateful and/or racist nature or inciting hatred or discrimination. The CLIENT shall be responsible for the content and CLIENT Information loaded onto the Digital Dashboard or the Platform.

ARTICLE 7 – FINANCIAL CONDITIONS

7.1 The CLIENT shall pay all Fees to BUREAU VERITAS in accordance with the Fees set forth in the Order Form. BUREAU VERITAS' Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the CLIENT shall be responsible for payment of all such taxes, levies, or duties.

7.2 Prices may be increased by BUREAU VERITAS during the term of the Agreement. In this event, BUREAU VERITAS will inform the CLIENT at least two (2) months before the effective date of such price increase.

7.3 In the event of a change of law or of a CLIENT policy leading to increase the cost to BUREAU VERITAS of delivering the Services, the Parties agree that the Fees for the Services may be increased to reflect these increases in costs. BUREAU VERITAS will provide such evidence of increases as is reasonably practicable.

7.4 BUREAU VERITAS will invoice the CLIENT all Fees due to BUREAU VERITAS according to the payment schedule set out in the Order Form. All invoices shall be payable within thirty (30) days of the date of invoice. If the CLIENT believes any invoice is incorrect, the CLIENT must contact BUREAU VERITAS in writing promptly, but in no event later than thirty (30) days following receipt of the invoice, setting forth in detail the amount(s) in dispute. For the avoidance of doubt, the license fee is payable in full and in advance for each subscription. Unless otherwise set forth in the invoice, all fees shall be payable in the currency stated in the Order Form. The CLIENT agrees to provide BUREAU VERITAS with complete and accurate billing and contact information. This information includes the CLIENT's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact.

7.5 If the Client fails to pay BUREAU VERITAS on the due date, BUREAU VERITAS may charge interest on such sum from the due date for payment at the monthly rate of 1.5% (or the maximum rate permitted by applicable local law if local law specifies a maximum which is less than 1.5%; or if local law provides for a minimum rate which is above 1.5% then such minimum rate should apply) accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment. If any payment due to BUREAU VERITAS from the Client under this Agreement or otherwise is late, BUREAU VERITAS may suspend the provision of some or all of the Services including but not limited to the provision of deliverables until overdue payment is received by it and shall be entitled to require payment in advance prior to continuance of the Services.

7.6 When the Order Form states that the CLIENT will pay all

Master General Terms and Conditions of Services

Fees except SAQ related fees, the Parties acknowledge and agree that such fees payable to BUREAU VERITAS will be directly charged to the CLIENT's Affiliates and/or suppliers sites in accordance with the general terms and conditions of services they have entered into with BUREAU VERITAS.

ARTICLE 8 – CONFIDENTIAL INFORMATION

8.1 "Confidential Information" means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;

8.2 Notwithstanding the provisions of Clause 8, the CLIENT agrees that the Reports and CLIENT's Affiliates and/or suppliers information (except personal data) will not be treated as Confidential Information and may be made available to (i) any other master clients with which Bureau Veritas or a Bureau Veritas Affiliate has entered into an agreement related to Clarity Services and (ii) CLIENT's Affiliates and/or suppliers sites.

8.3 Each of the Parties shall not disclose or use for any purpose whatsoever (other than the performance of this Agreement) any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

8.4 This confidentiality undertaking shall not apply to any information:

- which is publicly available or becomes publicly available through no act of the receiving Party;
- which was in the possession of the receiving Party prior to its disclosure;
- which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority.

8.5 Each Party may disclose Confidential Information to an Affiliate on a need-to-know basis. Such Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

8.6 Notwithstanding the provision of clause 8, Bureau Veritas reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

ARTICLE 9 – DATA PROTECTION

9.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable data protection laws and regulations, and in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 (together the "Data Protection Laws").

9.2 Bureau Veritas, acting as data controller, collects and processes personal data from the Client to perform Services ordered by the Client.

9.3 The communication to Bureau Veritas of personal data is necessary and essential for the performance by Bureau Veritas of the Services and is based on the contractual relationship binding on the Parties.

9.4 The personal data will be retained for suitable periods of time and in accordance with the retention periods in force for each type of personal data and the purposes for which they are collected.

9.5 The personal data may be transferred outside the European Union to countries recognized by the European Commission as guaranteeing an adequate level of protection of personal data or to countries not recognized as such. Where applicable, Bureau Veritas will ensure that the transfer is conducted under terms and conditions that provide effective data protection and comply with the Data Protection Laws. Information on these measures are available upon request by writing to: <https://personaldataprotection.bureauveritas.com>.

9.6 The Client guarantees that: (i) it has lawfully collected the personal data; (ii) it has communicated to its employees and/or any third parties that may be involved in the performance of the Services, all the information relating to the processing of their personal data by Bureau Veritas, so that they are fully aware of such processing.

9.7 The Client, its employees and/or any third parties that may be involved in the performance of the Services have the right to access, rectify and erase any personal data concerning them, as well as to limit the processing, oppose to the processing or request the portability of their personal data. They also have the right to set out general and specific guidelines that define how they intend these rights to be exercised after their death. These rights may be exercised your rights by writing to: <https://personaldataprotection.bureauveritas.com>. Finally, they have a right to lodge a complaint to the competent supervisory authority.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 This clause sets out the entire liability of BUREAU VERITAS (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the CLIENT in respect of the Services, any breach of the Agreement, any use made by the CLIENT of the Services, the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

10.2 Neither Party shall be liable to the other Party in any circumstances whatsoever for:

- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
- (ii) depletion of goodwill and/or similar losses; or
- (iii) loss of contract; or
- (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.3 Nothing in this Agreement limits or excludes the liability of either Party:

- (i) for death or personal injury resulting from negligence; or
- (ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or

Master General Terms and Conditions of Services

(iii) for any other loss which by law cannot be excluded or limited.

10.4 Notwithstanding clauses 10.1 and 10.3, the total aggregate liability of BUREAU VERITAS and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the greater of:

- A sum equivalent to three (3) times the amount of fees paid or payable by the CLIENT to BUREAU VERITAS in respect of the Services that give rise to the BUREAU VERITAS' liability to the CLIENT; or
- Ten thousand (10,000) euros.

10.5 The CLIENT hereby agrees to indemnify BUREAU VERITAS and its Affiliates, and their respective employees, directors, officers, and agents, and to hold them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:

- (i) any act, omission, default, breach of contract or negligence of the CLIENT, its agents or employees;
- (ii) any claim by a third party in connection with the Services, and/or the Reports, including, without being limited to, where the Reports are disclosed in full or in part to the third party with the consent of BUREAU VERITAS.

ARTICLE 11 - WARRANTIES - DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents and warrants that (i) it has the legal power and authority to enter into this Agreement and to perform its respective obligations hereunder; (ii) the obligations undertaken by such Party have been authorized by all necessary action, corporate and otherwise; (iii) the persons whose signatures appear on the execution page of this Agreement have been duly authorized to enter into this Agreement on behalf of the party they represent.

11.2 **Limited warranties.** The Reports issued by BUREAU VERITAS or any of its relevant Affiliates are given only in relation to documents and information provided by the CLIENT and / or the CLIENT's Affiliates or the CLIENT's suppliers. BUREAU VERITAS cannot be held liable for any error, omission or inaccuracy in the Reports to the extent that BUREAU VERITAS has been given erroneous or incomplete information by the CLIENT and / or the CLIENT's Affiliates or the CLIENT's suppliers. The Reports will identify the results of the Services performed by BUREAU VERITAS based solely upon the written information provided to BUREAU VERITAS as set out in CLIENT Information and / or information provided by CLIENT's Affiliates or CLIENT's suppliers provided to BUREAU VERITAS prior to or during the performance of the Services. The Reports will reflect the findings of BUREAU VERITAS at the time of performance of the Services only and in respect of CLIENT Information and / or information provided by CLIENT's Affiliates or CLIENT's suppliers made available to BUREAU VERITAS prior to and during the performance of the Services. BUREAU VERITAS shall have no obligation to update the Reports after issuance, except as otherwise stated in the Agreement. BUREAU VERITAS shall not be held liable for any decision taken on the basis of the information given to the CLIENT in the frame of this Agreement.

11.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUREAU VERITAS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, SUITABILITY, TRUTH, OR COMPLETENESS OF THE SERVICES. EXCEPT AS

EXPRESSLY SET FORTH IN THIS AGREEMENT, BUREAU VERITAS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS OR EXPECTATIONS. THE SERVICES ARE PROVIDED TO THE CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BUREAU VERITAS. BUREAU VERITAS DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO THE CLIENT THROUGH THE SERVICES, OR ELECTRONIC COMMUNICATIONS SENT BY BUREAU VERITAS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ARTICLE 12 – FORCE MAJEURE

12.1 Neither BUREAU VERITAS, nor the CLIENT (or their respective Affiliates), shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the Party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the Party affected) or epidemic ("**Force Majeure**").

12.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

- The Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations because of such Force Majeure to the other Party explaining the causes and demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;
- The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Services.

12.3 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an act of Force Majeure. If the disability continues for more than two (2) consecutive months, then the non-disabled Party will have the right to terminate this Agreement by giving fifteen (15) days written notice to the other Party, without incurring any liability whatsoever.

ARTICLE 13 – TERM - TERMINATION

13.1 The Agreement shall come into force on the Effective Date, and shall remain in full force and effect for a period determined in the Order Form (the "Term"). It may be extended upon the Parties' written agreement and for a period defined by the Parties. Such extension of the Agreement will be upon the same terms and conditions then in force and effect, unless modified in writing by mutual consent of the Parties.

13.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may

Master General Terms and Conditions of Services

terminate this Agreement without liability to the other, by giving written notice to the other party if: (a) the other party fails to perform or observe any obligation under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (b) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment; or (c) after the Effective Date of this Agreement, any party files, under any existing or future local or foreign law, any bankruptcy, insolvency, reorganization or debtors relief proceeding; this Agreement shall therefore be immediately terminated upon written notice; or (d) the other party ceases to carry on business. In addition, BUREAU VERITAS remains free to terminate this Agreement at its discretion, independently of a breach by the Client, without having to justify any reasons or pay a penalty. In such cases, BUREAU VERITAS will give a three (3) months' notice of the termination by recorded delivery letter with acknowledgement of receipt.

13.3 Consequences of termination. In case of termination of this Agreement for any reason, the CLIENT shall: (a) cease immediately any use of the Digital Dashboard and the Platform; (b) settle any outstanding invoices. Each Party shall immediately return any confidential information to the other Party and shall destroy any further records held for the performance of this Agreement, unless the applicable law imposes otherwise. Termination of this Agreement shall not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

13.4 On termination of the Agreement for any reason the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.

13.5 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

ARTICLE 14 – NON SOLICITATION

14.1 The CLIENT shall refrain from hiring or employing, directly or indirectly, any employee of BUREAU VERITAS. This commitment is valid for the whole Term of this Agreement and for a minimum period of two (2) years after termination of the Agreement.

14.2 In the event of non-compliance with this provision, the Parties agree that the penalty invoiced will be equivalent to one year's current salary.

ARTICLE 15 – ASSIGNMENT AND SUBCONTRACTING

15.1 Neither Party shall, without the prior written consent of the other Party, have the right to assign its rights and obligations under the Agreement, to another party. Any assignment without such consent shall be null and void.

15.2 BUREAU VERITAS at its sole discretion may delegate the performance of all or a portion of the Services under the Agreement to an Affiliate, agent or subcontractor of BUREAU VERITAS without prior notice to the CLIENT, and the CLIENT hereby consents to such delegation.

ARTICLE 16 – GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by, and construed in accordance with, the laws of the country where the BUREAU VERITAS' registered office is located, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

16.2 In the event of dispute, the Parties shall make their best efforts to settle their disagreement amicably, by referring the matter to their general management. If the matter cannot be resolved amicably, the Parties shall be free to invoke the following clause.

16.3 The Parties irrevocably agree that the competent courts of the country where the BUREAU VERITAS' registered office is located, shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Agreement or its subject matter which cannot be settled amicably.

16.4 The Vienna Convention on Contracts for the International Sale of Goods, 1980 shall not apply to this Agreement.

ARTICLE 17 – NOTICES

Notices shall be sent by registered post or fax, or delivered in person, to the registered address of the Parties, as identified in the Order Form.

Said notices shall be deemed received (i) upon delivery if hand delivered, (ii) upon delivery if sent by registered post, and (iii) upon recipient's confirmation of receipt if faxed.

ARTICLE 18 – MISCELLANEOUS

18.1 The Agreement and any terms and conditions referred to herein embody the entire agreement between the Parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof. The Agreement shall not be modified in any manner, except by a written instrument duly signed by each Party.

18.2 The Agreement shall not be construed as creating a relationship of employment, co-employer, joint employer, joint-venture, partnership, or the like. Neither Party shall act or be deemed to act on behalf of the other Party (or its Affiliates), or have the right to bind the other Party (or its Affiliates). Each Party shall remain an independent entity, and act as an independent contractor.

18.3 Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent and economic effect.

18.4 If one or more of the provisions in this Agreement are considered to be null and void, inapplicable or invalid by any competent court the other provisions in this Agreement shall remain valid, applicable and enforceable notwithstanding any provision to the contrary by the said court. The Parties agree that they will negotiate alternative provisions in such a situation which will be (i) valid, applicable and enforceable, and (ii) will comply with the Parties' initial intention.

Master General Terms and Conditions of Services

18.5 Failure by either Party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

18.6 The provisions of the Agreement which by their nature are intended to survive the termination or expiry of the Agreement shall remain in full force and effect after said termination or expiry.

18.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

EXHIBIT – DATA PROTECTION

1. Data Processing

Operations on personal data involve (the "**Data Processing**"):

- the purpose(s) of the processing: performance of the Services, as described in the Order Form, and in particular hosting of the CLIENT Information,
- the categories of personal data involved (the "**Personal Data**"): first name, last name, login, email address, phone and mobile phone numbers, language,
- the duration of the data processing: for the Term of the Agreement, including any renewal; and
- the categories of data subjects concerned: CLIENT, CLIENT Affiliates and CLIENT suppliers.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing.

2. Data Processor's obligations

BUREAU VERITAS will:

- comply with all its obligations as Data Processor within the meaning of Data Protection Laws in the framework of the performance of this Agreement;
- provide to the CLIENT, upon prior written request, information and documentation necessary to justify BUREAU VERITAS' compliance with applicable Data Protection Laws and this Exhibit, in particular in the event of audits and investigations carried out by the CLIENT, or any third-party acting on its behalf, or any competent data protection authority;
- inform promptly the CLIENT of any circumstances entailing an incapacity of BUREAU VERITAS to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, BUREAU VERITAS and the CLIENT will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the CLIENT shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data exclusively for the purposes set forth herein and in any case, exclusively for the needs of the performance of this Agreement, unless otherwise agreed upon by writing executed by both Parties;
- process personal data in accordance with the documented instructions of the CLIENT. This Agreement constitutes the CLIENT's complete and final instructions for the Data Processing. The CLIENT guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by BUREAU VERITAS of its Services under this Agreement. If BUREAU VERITAS considers that an instruction from the CLIENT constitutes a violation of the Data Protection Laws, it shall inform the CLIENT accordingly;
- assist the CLIENT in carrying out data protection impact assessments and for CLIENT's prior consultations of the competent data protection authority;
- cooperate with the CLIENT to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- comply with the defined data retention duration as defined by the CLIENT and, at the discretion and upon instruction of the CLIENT, delete all Personal Data or return them to the CLIENT, and destroy existing copies, except as required by applicable laws;
- hold a record of processing activities in accordance with Article 30 of the EU General Data Protection Regulation 2016/679 of 27 April 2016;
- communicate, upon request, to the CLIENT the name and contact details of its data protection officer, as the case may be, if it has designated one in accordance with Article 37 of the EU General Data Protection Regulation 2016/679 of 27 April 2016.

3. Confidentiality measures

BUREAU VERITAS will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the CLIENT, unless he or she is required to do so by European or applicable law.

4. Security measures

BUREAU VERITAS will preserve the security of Personal Data, and in particular:

- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data as described hereunder;
- ensures that such measures are adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the CLIENT as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the CLIENT to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

The security measures implemented by BUREAU VERITAS are described in BUREAU VERITAS' Security Insurance Plan, available at: https://group.bureauveritas.com/sites/g/files/zypfnx196/files/media/document/Security_Insurance_Plan_EN.pdf

5. Sub-processing

The CLIENT hereby expressly agrees that BUREAU VERITAS may entrust another processor (hereinafter the "**Sub-Processor**") with all or part of the operations involved by the Data Processing. BUREAU VERITAS will inform the CLIENT in advance in writing, of any planned changes to add or replace a Sub-Processor. This information will clearly indicate the outsourced processing activities, the identity and contact details of the Sub-Processor. If the CLIENT objects to such change, it shall be entitled to terminate this Agreement in accordance with its terms and conditions.

In addition, BUREAU VERITAS undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in this Appendix;
- it will remain fully liable for any breach of this Appendix and/or Data Protection Law committed by the Sub-Processor in the framework on the Services.

6. Cross-borders transfers

The CLIENT hereby expressly agrees that BUREAU VERITAS may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services. BUREAU VERITAS undertakes to have entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to the transfers.