

GENERAL TERMS AND CONDITIONS OF SALE - IPD LEADS SERVICE
INDUSTRY PLAZA (L'EXPO PERMANENTE) / BATIPRODUITS / EQUIP GARAGE
Last updated 10.2025

The **IPD LEADS** service (referred to hereinafter as the **Service**), a service reserved for professionals wanting to communicate with a professional audience, is marketed by IPD SAS with a share capital of €10,144,256, registered with the Créteil RCS [Corporate and Trade Register] under number 490 727 633, with its registered office at 20 rue des Aqueducs 94250 GENTILLY.

1. All Service subscriptions imply the unconditional acceptance of these General Terms and Conditions of Sale and associated Purchase Order, notwithstanding all other conditions set forth in the Client's documents, their authorised representative or instructing party. No tolerance shall be interpreted as equalling renunciation of a right. IPD reserves the right to refuse all or part of a Purchase Order the content of which is incomplete or which does not correspond to the aim of its site or its ethics. Rejected orders are reimbursed for the entire portion concerned without the Client being able to seek any compensation for this.

2 - Definitions

Client: any professional, legal entity or individual identified in the Purchase Order who has taken out a Service subscription.

Client Account: Virtual private space, available via the Internet, enabling the Client to administer and operate the Service independently

Content: set of communication elements produced and provided by the Client (texts, photographs, etc.) which describe the products and services they wish to present to Users on their Virtual Stand(s).

Contract: these General Terms and Conditions of Sale and the related Purchase Order(s) initialled and signed by the Client.

Lead: a User having sought an introduction of any kind for a category of products or services corresponding to one of the categories listed in the Client Account, either directly by IPD or, where applicable, via the products or services published on their Virtual Stand.

Regulations applicable to the processing of Personal Data: means Regulation (EU) 2016/679 (referred to hereinafter as the "GDPR"), any law or regulation transposing it, as well as the laws on the protection of Personal Data of other States or countries applicable between the Parties.

Service(s): services described in Article 3 and in the Purchase Order to which the Client subscribes under the Contract.

Sites: IPD sites on which the Service will be delivered according to the terms and conditions of the Purchase Order.

Virtual Stand: online exhibition stand on which the Client showcases its products and/or services aimed at Users, hosted on one of IPD's sites.

User: any person who, in their professional capacity, visits the Sites and is likely to make a request for an introduction regarding a product/service or with a Client using any contact method provided by the Service.

3 - DESCRIPTION OF THE SERVICE SUBSCRIPTION

3.1 Standard plan

3.1.1 Client Account access

Upon IPD's validation of the Contract, the Client receives their login credentials (username and password) by email that enables them to access their Client Account.

In this space accessible throughout the term of the Contract, the Client:

- will define the categories in which they wish to receive Leads, if applicable,
- will consult the Leads received through the Service,
- will access performance monitoring dashboards,
- will manage their profile and contact details. In addition, if they have opted for a Virtual Stand:
- will upload and will administer the Content of their Virtual Stand(s);
- will define the categories in which they wish to list their Content.

The Service is deemed active on the day the email containing the log-in credentials to access the Client Account is sent to the Client.

3.1.2 Sending of Leads

IPD makes the leads available directly in the Client Account; the presence of a lead in the Client Account constitutes proof of delivery. The Client will also receive an email notification for informational purposes at the address they have registered in their Client Account. The Leads provided to the Client under the Contract are for the Client's personal and exclusive use.

3.1.3 Hosting a Virtual Stand

The Content is uploaded to the Virtual Stand in accordance with the parameters described in the Purchase Order (e.g. the number of product sheets, the number of catalogues, the reserved hosting capacity, etc.).

The Client defines the characteristics of their listing on the Site(s) and in particular, the categories of activities to which they are attached. The Content of the Virtual Stand and the Service parameters can then be updated by the Client via their Client Account as often as they choose.

However, it is specified that certain parameters (such as exceeding the Content hosting capacity) can be modified for a fee. In this case, the Client will notify IPD of its project and such extension will then be the subject of a Purchase Order made based on the Contract and signed by the Client.

3.2 CPL (Cost per Lead)/Performance plan

Independently or in addition to the subscription to the Standard plan described in 3.1 above, the Client may subscribe to a specific plan of the Service called "Performance plan," which includes access to the Client Account and the transmission of Leads, on a per unit basis, in the event of the detection of a Lead in accordance with the Client's product or service categories.

Under this plan, in addition to the subscription fee that grants access to their Client Account, the Client pays for the leads actually

transmitted at the unit price and in accordance with the terms set out in these General Terms and Conditions of Sale and in the Purchase Order. The Client, upon written request, has the option to cap the maximum number of monthly or weekly Leads it wishes to receive, but this cap may not be less than 5 Leads/month.

Under this specific plan, the Client may return a Lead to IPD that does not comply with the following criteria:

- the Lead sent is a duplicate (i.e. the same User for the same category of products/services has already been sent via the Service within the last six months),
- the User's contact details are incorrect (invalid phone number, invalid email address (email definitively rejected by the server managing this account/hard bounce) after verification and confirmation by IPD's quality service,
- the Lead sent is a test from a competitor of the Client,
- the Lead does not correspond to one of the contractually defined criteria, provided that this criterion could have been verified by IPD before transmission to the Client.

To do so, the Client must make their request within five (5) days of the transmission of the relevant Lead by IPD, through their Client Account. After verification, if the Lead returned by the Client does indeed meet one of the above criteria, the non-compliant Lead will not be invoiced to the Client.

3.3 Subscription to additional options

In addition to their existing Standard plan, the Client may subscribe to additional options with IPD at any time, such as:

- the publication of additional commercial information on their Virtual Stand (Product Details, Press Releases, PDF Catalogues, etc.),
- priority spaces on certain sites operated by IPD ("Featured Stands" type, advertising banners, etc.),
- featuring their Virtual Stand in Product Newsletters or Exclusive Emailings.

If these options are not ordered at the time of the initial subscription by the Client they will be processed through an additional Purchase Order and will be attached to the Contract.

When a Final Proof is required by the Client for the execution/online publication of the additional option subscribed, IPD will send the final proof document to the Client beforehand for validation. **If no response is received from the Client within 2 (two) working days at most before the execution/online publication of the option concerned, it shall be deemed that the Client is unconditionally in agreement with the Final Proof of the documents sent.**

4 - TERM - EXPIRY - TERMINATION

4.1 Term

The term of the subscription to the Service is, unless specified otherwise on the Purchase Order, one (1) year starting from the dispatch by email of the log-in details enabling the Client to access their Client Account. It shall then be extended tacitly for successive periods of one (1) year. This Contract may be terminated by either of the Parties at the end of each period, including at the end of the initial period, by sending a letter by registered mail with notification of receipt at the latest one (1) month before the end of each period, based on the postal date.

4.2 Suspension and termination for breach

Should the Client fail to comply with one of their obligations under the Contract, IPD shall have the right to suspend, without prior formal notice, performance of the Contract in full or part 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 Client to any right to compensation whatsoever.

In addition, in the event of a breach by any of the Parties of one of their essential obligations, not remedied within fifteen days of formal notice by registered letter with acknowledgement of receipt, this Contract shall be terminated, if the other Party sees fit, automatically, without legal formality and without notice, subject to any damages that the Party affected by the non-performance may claim.

The Parties expressly exclude any unilateral right to reduce the price and/or to enforce the obligations concerned, whether by themselves or by a third party.

4.3 Consequences of the end of the Contract

On expiry of the Contract, for any reason whatsoever, the log-in details of the Client Account shall be deactivated by IPD. The Client Content will be deleted and unpublished upon simple request by the Client.

5 - THE CLIENT'S OBLIGATIONS

5.1 The Client's Virtual Stands shall only present the Content provided by the Client, either directly or through its public marketing documents. The Client expressly authorises IPD to reproduce the Content for the sole purpose of meeting its obligations under the Contract.

The Client warrants, even if the Content had been, in whole or in part, technically published online by IPD:

- 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 rights holders of the Content,
- that the Content faithfully reflects its 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 authority or competent authority, regardless of the basis thereof, against IPD or any company of the INFOPRO DIGITAL® Group resulting from non-compliance by the Client with any of the above statements, and generally the unlawfulness of the Content, the Client undertakes to (i) defend at its expense IPD and any company of the INFOPRO DIGITAL® Group against this action or claim (by way of settlement, administrative or judicial proceedings) and (ii) to indemnify IPD and any company of the INFOPRO DIGITAL® Group for all damages of any kind suffered (including any expenses related to the need for the administration of evidence, settlement indemnities, damages, costs and fees, etc.).

5.2 The Leads provided to the Client under the Contract are for the Client's personal and exclusive use. Any transmission to a third party is strictly prohibited and will result in the immediate termination without notice of the Client's subscription to the Service, without compensation or reimbursement and without prejudice to any damages that IPD may claim.

5.3 Since the Client is solely responsible for its materials, networks and equipment installed and maintained by the operators and service providers selected under its responsibility, IPD cannot be held liable for any damage of any kind suffered by the Client as a result of poor performance or non-performance of the Contract due to malfunctions of said materials, networks and equipment.

5.4 If the Client fails to perform any of its obligations under the Contract (provision of Content outside specified deadlines, etc.) preventing or delaying the delivery of the Services, the latter shall remain bound to pay all sums due under the Contract according to the schedule initially provided, and IPD cannot be held liable for damages arising from the inability to perform the Services within the agreed deadlines.

5.5 The Client is solely responsible for the information that it records on its Client Account, in particular:

- the category or categories to which it links its products and services, which will have an impact on the listing of its Virtual Stand and/or the relevance of the detection of Leads;
- the details of contacts to whom alerts related to the detection of Leads will be sent.

5.6 The Client is also solely responsible for, and guarantees, the retention, use, and confidentiality of its access credentials for its Client Account. Therefore, IPD cannot be held liable for damages of any kind resulting from the loss or communication of the said access codes, access to the Client's Account by any third party, and the Client fully guarantees IPD for all damages suffered in this way. The Client must inform IPD immediately of any unauthorised use of its Client Account, and/or any breach concerning the confidentiality or security of its log-in details.

5.7 IPD reserves the right, which the Client expressly accepts, to modify the name (with the exception of brands/logos), the description and classification of the Client's products and services in order to optimise their listing and improve the quality of User searches. In addition, IPD reserves the right to delete all or part of the Content proposed by the Client if the Content is redundant, inappropriate or likely to negatively affect the overall listing of the Site, or is contrary to law or morality. It is up to the Client to verify any modifications made by IPD and to indicate to the latter, in the event of an error, the corrections to be made.

6 - IPD'S OBLIGATIONS

6.1 Generally speaking, IPD undertakes to use reasonable efforts to provide the service subscribed. Since the Service merely connects prospects with suppliers, IPD does not guarantee in any way the conclusion of commercial contracts between the Client and its prospects, nor the sending of a minimum number of Leads during a specified period. Similarly, IPD being in no way and at no time party to the relationships that may be formed between the Client and the Users, cannot be held liable in any way whatsoever in any disputes that may arise between them.

6.2 IPD may, for maintenance reasons or technical reasons beyond its control, momentarily and without prior warning suspend access to the Virtual Stands, without the Client being able to request the payment of damages in this regard, nor the extension of the term of the subscription.

Furthermore, and taking into account the nature of the internet, IPD is absolved of any responsibility in the event of an outage, interruption or alteration in access to the Client Account and/or Virtual Stands due to an outage, interruption or alteration of the telecommunication networks, the connection devices used by the User and/or the Client or any other cause that is beyond IPD's control.

6.3 IPD undertakes to do its utmost to select, for each Lead it receives, the most relevant Client(s) of the service. However, despite its best efforts, the categories of products and services cannot be exhaustive or account for all the technical nuances unique to each product or service offered on the market at a given time.

6.4 IPD is not responsible for indirect damages, in particular but not exclusively, any commercial damage, additional operating costs, loss of data or files, loss of turnover or profit, loss of clientele or loss of opportunity in relation to the availability or use of the Service, even if IPD has been warned of the possibility of such a loss or damage arising.

6.5 In the event that IPD is held liable for any reason and on any basis whatsoever (contractual, tortious, quasi-contractual), to the fullest extent legally permitted, the damages and any compensation due by IPD, for all causes combined, may not exceed the sums paid by the Client hereunder for the year in which the damage giving rise to compensation occurred.

6.6 These provisions establish a division of the risks between IPD and the Client. The price reflects this division, as well as the limitation of liability described.

The provisions of this Article shall continue to apply in the event of termination of the Contract for any reason whatsoever, including in the event of a judicial settlement established by a final decision.

6.7 In the context of the Services, IPD does not guarantee the Client any exclusivity for any reason whatsoever, as these are provided to many clients whose activities may be totally or partially competitive with each other, which the Client expressly acknowledges and accepts.

7 - FINANCIAL TERMS AND CONDITIONS

7.1 Price and invoicing

Subscription to the Service is invoiced on the basis of the tariffs indicated on the Purchase Order. It may be revised by IPD at the time of renewal on the basis of the positive progression of the SYNTEC index for the period under consideration. Any discounts that are applicable on the date of the order or proposed [during] the first year will not, except in the event of express agreement by the Parties, be carried over during the renewal of the Contract. Similarly, the discounts subject to the fulfilment of several conditions of implementation shall cease to apply if one of these conditions ceases to exist.

The payment terms and any payment schedule are indicated in the Purchase Order. Invoices are payable within 30 days of the end of the month following their issue date.

By signing the Purchase Order and the Direct Debit Authorisation, the signatory declares themselves duly authorised to engage the designated banking entity in effecting the payments corresponding to the subscription taken out. The Client undertakes to inform IPD as soon as possible of any change in the information communicated during their subscription and, in particular, its banking details and invoicing address. Invoices are payable without discount by direct debit, cheque or transfer and according to a payment schedule, these conditions being defined in the Purchase Order.

When certain services and/or options are billed based on consumption, they will be invoiced monthly in arrears, in the month following their consumption or at a later date if the amount to be invoiced is less than the minimum direct debit amount applied by IPD on the day the invoice is issued. In any event, if amounts remain due at the end of the Contract due to such postponement of invoicing, they shall be invoiced no later than the month following the end of the Contract.

7.2 Late payment

7.2.1 In accordance with the legal and regulatory requirements, late payment penalties shall be applied if payment of the amounts due is made after the time limit stated above. These penalties, in an amount equal to the last rate applied by the European Central Bank plus 10 points, will begin to run on the day after the due date of the invoice concerned without any reminder or formal notice being necessary. The applicable rate for the first six months of the year concerned is the rate in force on 1 January of that year and the rate applicable for the second half of the year concerned is the rate in force on 1 July of that year. Furthermore, a fixed fee of €40 may be claimed for recovery costs.

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

- a suspension of the subscription, 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.

Suspension under this Article shall not affect IPD's rights (i) to retain the sums received in return for the Services performed, (ii) to collect the sums due in return for the Services performed, (iii) to collect or retain the price of the subscription, the additional fees paid for the period of commitment initially defined by the Contract, (iv) to claim compensation for its losses, (v)) to terminate the Contract under the conditions indicated in Article 4.2 above.

8 - PERSONAL DATA:

In this Article, the terms “Data Controller”, “Processor”, “Sub-Processor”, “Personal Data”, “Processing” and “Data Breach” have the meaning assigned to them under Article 4 of the GDPR.

8.1 Processing carried out by IPD as data controller

8.1.1 Contract management

Personal Data relating to the Client's representatives and employees involved in the conclusion and performance of the contract shall be processed by IPD as data controller and is shared with them for the sole purpose of the performance of the Contract (invoicing, notifications, archiving, etc.). Data will be stored in France for the duration of the Contract plus applicable legal retention periods. Data subjects may exercise their rights in relation to the above processing at the following address: dpo@infopro-digital.com.

8.1.2 Service Improvement

IPD may carry out data processing under its own responsibility to improve services.

8.1.3 Provision of the Service

Purpose of the Processing	Legal basis for processing	Processed data	Data subjects	Nature of the Processing
---------------------------	----------------------------	----------------	---------------	--------------------------

Generation of Leads	Performance of the User Contract	Identity, contact details and professional information	Users	Collection, storage, access,
Qualification of Leads by the IPD Mediator	Legitimate interest	Identity, contact details and professional information	Leads	Access, enrichment, modification, deletion, storage,
Transmission of Leads to the Client	Performance of the User Contract and the Client Contract	Identity, contact details and professional information	Leads	Collection, storage, enrichment, organisation, modification, provision, removal
Analysis of the use of the Platform	Legitimate interest	Professional contact details of the Client or its employees, the timeframe for the Client and its employees to review Leads.	Client employees	Collection, storage, Provision, deletion
Lead Quality Surveys (Option)	Legitimate interest	Identity, telephone number	Leads	Collection, storage, deletion

8.2 Processing carried out by IPD as a processor

8.2.1 Characteristics of the processing carried out by IPD as a data processor:

In the context of the Services, IPD is required to process Personal Data on behalf of the Client. The characteristics of this processing are as follows:

Purpose of the Processing	Processed data	Data subjects	Nature of the Processing	Retention period
Technical support	Business contact details, identity, terminals used, connection data	Client employees	Collection, storage, modification, deletion	Term of the Client Contract + 12 months

8.2.2 General obligations of IPD as a processor:

On behalf of the Client, IPD only processes the Personal Data necessary for the purposes set out above and only on the written, documented instruction of the Client, including transfers to a third country, unless IPD is obliged to do so under EU law, in which case IPD shall inform the Client of this obligation in advance, unless the applicable law prohibits such information on important public interest grounds.

IPD shall inform the Client if it deems an instruction constitutes a breach of the Regulations applicable to the processing of Personal Data or other applicable provisions, and reserves the right, where applicable, not to execute said instruction without incurring its liability in this respect.

IPD only grants its staff members access to the Personal Data subject to processing to the extent strictly necessary for the performance, management and monitoring of the Contract. IPD ensures that the persons authorised to process Personal Data (IPD employees and contractors) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, and receive the necessary training in the protection of personal data.

IPD shall promptly inform the Client of any request it has received from the data subjects. IPD shall not itself comply with this request, unless Client has authorised it to do so. IPD shall assist the Client as necessary in fulfilling its obligation to respond to requests made by data subjects to exercise their rights.

IPD deletes all Personal Data or returns them to the Client upon completion of the processing services and destroys existing copies, unless European Union or Member State law requires the retention of personal data.

IPD undertakes to:

- communicate to the Client all appropriate information and provide it with all assistance required to enable it to fulfil its obligations as Data Controller,
- keep a written register, in accordance with the provisions of Article 30.2 of the GDPR,
- assist the Client in ensuring compliance with the obligations provided for in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to it, in particular:

- provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that processing meets the requirements of all regulations applicable to processing Personal Data and guarantees the rights of data subjects will be protected,
- by notifying the Client by any means, and as soon as possible, of any breach of Personal Data in accordance with the Regulations applicable to the processing of Personal Data, in particular Articles 33 and 34 of the GDPR,
- by helping the Client, as necessary, to ensure compliance with the obligations set out in Article 35 of the GDPR, namely conducting data protection impact assessments in the event of processing that is likely to result in a high risk to the rights and freedoms of natural persons.

8.2.3 Appointment of a data protection officer:

The Parties undertake to appoint one or more persons responsible for the protection of Personal Data (DPO or similar roles) or, alternatively, to provide the contact details of a contact person for the protection of Personal Data within their organisation. For IPD: dpo@infopro-digital.com. For the Client, this contact person will by default be the signatory of the purchase order, unless otherwise stated during exchanges.

8.2.4 Audits:

IPD shall make available to the Client all information necessary to provide proof of its compliance with the obligations of this article and to enable audits to be carried out. These audits are conducted within the limit of one audit of one day per calendar year (regardless of the number of orders placed by the Client, if applicable). 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. The Client shall notify IPD in writing at least thirty (30) days before the planned audit date and inform IPD of the precise scope of the audit. IPD may propose another date to the Client, which cannot be more than 15 (fifteen) days from the date proposed by the Client, except for IPD site closure periods, in which case this deadline may be extended.

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 five (5) working days from the date of receipt of the preliminary audit report. 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 joint approval by the Parties. They are only binding on IPD to the extent that the conclusions of the report mention proven non-compliance with the applicable legal obligations or with this Article and recognised as such by the latter. The corrective action accepted by IPD shall be taken according to a mutually agreed schedule.

8.2.5 Use of subsequent Sub-Processors:

IPD is generally authorised to call upon the services of one or more sub-processors and (i) will ensure these sub-processors carry out all obligations in this Article in the same way, (ii) remains liable to the Client for any non-performance on the part of sub-processors, and (iii) will inform the Client of any changes regarding the addition/replacement of any sub-processors in order to allow the Client to raise any objections against these changes, which will be deemed accepted in the absence of any objections received within ten (10) days of IPD providing this information. In the event of a reasoned objection, the Parties shall seek a negotiated solution. In connection with the above processing, Client is informed and agrees that IPD may use the following data processors:

Sub-processor	Registered office	EU Representative	Subcontracted processing	Country of processing location	DPO contact details	Guarantees	Privacy Policy
JIRA	Atlassian Pty Ltd 350 Bush Street, Floor 13, CA 94104, San Francisco, USA	Atlassian B.V.	<i>Ticketing tool for technical support</i>	USA	privacy@atlassian.com	DPA-CCT	JIRA/ATLASIAN Policy Link
NP6	34 Allées d'Orléans, 33000 Bordeaux, France	Not applicable	<i>email router</i>	France	dpo@chapsvision.com	DPA	Policy link NP6 (CHAPSVISION)
WEBIKEO (Optional)	1940 Route de Loqui, 13090 Aix-en-Provence, France	Not applicable (100% Infopro Digital subsidiaries)	<i>Onboarding of the Client</i>	France	Dpo@infopro-digital.com	DPA	WEBIKEO Policy Link
IPD Lisbon	306 Avenida Infante Dom Henrique, 1950-421 Lisbon, Portugal		<i>Transmission / Provision of Leads</i>	Portugal			IPD LISBON Policy Link

AMAZON WEB SERVICES EMEA SARL	38 avenue John 38 Av. John F. Kennedy, 1855 Neudorf- Weimershof Luxembourg	Not applicable	<i>Hosting</i>	Ireland	aws-EU- privacy@am azon.com	DPA	AWS Policy Link
--	---	----------------	----------------	---------	--	-----	-------------------------------------

8.2.6 Data transfers outside the EEA:

If either Party plans to process Personal Data outside the European Union, it is their responsibility to inform the other Party in advance so they can jointly define any compliance actions to be carried out. In all cases, IPD undertakes, in accordance with Articles 44 and 46 of the GDPR, to present the appropriate guarantees with regard to the transfer of data outside the EU, in particular through:

- the use of standard contractual clauses adopted by the European Commission, or by a non-European supervisory authority guaranteeing an adequate level of protection of the rights and freedoms of persons when the standard contractual clauses of the European Commission do not have the competence to apply and/or are not sufficient with regard to the laws and regulations of the territories concerned, or,
- the use of any other safeguards, deemed appropriate to protect the personal data of data subjects, referred to in Article 46 of the GDPR.

8.3 Processing carried out by the Client as Data Controller

With regard to the Personal Data provided, where applicable, to IPD by the Client for the purposes of performing the Contract, the latter represents and warrants that the collection of said Personal Data, its transmission to IPD, the information of the data subjects, and more generally the processing carried out by it in respect of such Personal Data, has been carried out in accordance with the Regulations applicable to the processing of Personal Data.

With regard to the processing carried out by the Client concerning the Personal Data transmitted or made available by IPD in connection with the Services, it is specified that it will be carried out under the exclusive responsibility of the Client. Under no circumstances may IPD be held liable for any claims of said data subjects, third parties or competent authorities resulting from such subsequent processing carried out by the Client. Where applicable, the Client undertakes to indemnify IPD and any company of the INFOPRO DIGITAL® group to which IPD belongs for any losses suffered as a result of non-compliance with the aforementioned commitments (including all expenses related to the need for the administration of evidence, settlement compensation, damages, costs and fees, expenses, etc.). This guarantee shall continue to apply after the termination of the Contract for any reason whatsoever.

9 - FORCE MAJEURE

Force majeure events are considered to be those usually recognised by the case law of French courts. In addition, the following are considered to be force majeure events: blocking, disruption or congestion of telecommunications networks, poor quality of or interruption to electricity, blocking of means of transport or supply for any reason whatsoever, strikes, lockouts, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, fire, lightning, explosions, uprisings, war, acts of terrorism or threats of terrorism, military operations, states of national or local emergency, government or legal restrictions, acts or omissions of the government or competent higher authorities, legal or regulatory changes regarding the methods of offering and/or implementation of the Services, 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 this Contract is to be performed.

A force majeure event:

- must be notified by any means as soon as possible by the affected Party;
- initially suspends the Contract.

The notice given must indicate:

- the event constituting force majeure;
- its foreseeable duration;
- the obligations which the affected Party considers it can no longer perform;
- the means that the affected Party is implementing to limit the consequences of the force majeure.

If the force majeure event continues for more than three (3) months from the date of the aforementioned notice, the Contract may be terminated as of right and without any other formality than sending a registered letter with acknowledgement of receipt. As applicable, the termination takes effect at the end of a period of thirty (30) days from the date of the first attempted delivery of the aforementioned registered letter with acknowledgement of receipt. Neither Party may then claim any compensation.

10 - INTEGRITY AND TRANSPARENCY

10.1 Each Party represents that it conducts its activities honestly, with integrity, reliably and responsibly and shall ensure that every individual or legal entity with which it works abides by these same values. Therefore, each Party as well as any third party acting on its behalf shall, under the Contract, strictly comply with all applicable anticorruption laws and regulations. In particular, under the Contract, neither of them shall, directly or indirectly, propose or grant to, or solicit or receive from a third party any undue advantage in order to perform, delay or omit to perform an act within the scope of their duties as part of the performance of the Contract, nor shall they abuse their actual or supposed influence on a third party in order to obtain from that third party an advantage for the other Party. Each Party shall also provide the other with any assistance it may require in order to respond to a request from a duly authorised authority relating to anticorruption and influence peddling. Each Party also represents and warrants to the other Party that no amount (including fees, commissions or any other unfair financial benefit) and no item of value (including, but not limited to, gifts, holidays, meals or inappropriate

entertainment) has been or will be given directly or indirectly to any employee, director or corporate officer of the other Party for the purpose of obtaining the signing of this Contract or Purchase Order and/or to facilitate its performance or renewal.

10.2 In addition, each Party and any third party acting on its behalf shall comply with the laws and regulations applicable to trade sanctions, including the restrictive measures and sanctions implemented by the United Nations, the European Union and its Member States, the United States, the United Kingdom and, as applicable, any jurisdiction in which this Contract is to be performed (hereinafter referred to as "Economic Sanctions"). Each Party represents in this respect that neither it nor the third parties acting on its behalf are i) subject to Economic Sanctions, ii) owned or controlled, directly or indirectly, by an entity or individual subject to Economic Sanctions or iii) registered, located or resident in a country or territory subject to Economic Sanctions.

10.3 Any breach by one of the Parties of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Contract under the conditions indicated in Article 4.2 above, with no notice being applicable in this case, and without prejudice to the compensation payable by the defaulting Party for the damage caused to the other Party as a result of this breach.

10.4 After signing this Contract, each Party shall inform the other Party as soon as possible of any event that could conflict with the representations and warranties made in this clause.

11 - MISCELLANEOUS

11.1 If the Client intends to use an agency as an intermediary, the latter must have received a written mandate in accordance with Act 93-122 of 29 January 1993. In any case, the Client has sole responsibility for any actions concerning their authorised representative.

11.2 The Client expressly agrees not to assign or transfer all or part of the Contract to any third party, including any of its subsidiaries, even for free. IPD may assign the Contract to any third party of their choice.

11.3 Any amendment to the Contract must be in writing and signed under the same conditions. Any tolerance, by either Party, shall not be construed as a waiver of a right or as an amendment of contractual relations.

11.4 The Client authorises IPD to cite it as a client reference and in this context to include its logo on its promotional material.

11.5 The Parties consider as strictly confidential all information of any kind (commercial, financial, strategic, organisational, structural, etc.), 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 tasks 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.

11.6 Usage data. By using the Services, the Client grants IPD the right to store certain data (hereinafter referred to as 'content information'), in particular (i) data relating to the Client and end users, (ii) data from shopping baskets, orders, transactions and stored receipts, (iii) usage behaviour such as entry, search and accessed content data, and (iv) feedback data. Content information that IPD receives from the Client during use of the Services by the Client and end users helps IPD design and constantly improve the use of the applications. IPD uses this information to process and improve data processes, purchase orders, the delivery of goods and the provision of services. IPD also uses this data to communicate with the Client about orders, products, services, product development and marketing offers, as well as to update records and establish and maintain customer accounts, and to provide content such as suggestions for improvement and to recommend products or services that may be of interest to the Client. IPD also uses this information to improve its services, to prevent or detect misuse of its website or applications, or to enable third parties to provide technical, logistical or other services on its behalf. In addition, the information collected is used to continually expand functions and improve applications, which offer new functions and information content to further improve the process for clients. The Client grants IPD a perpetual and irrevocable, worldwide, royalty-free right and license to use, process, store, display, reproduce and aggregate the incorporated data for the purpose of providing, improving and developing its existing and future products and services. The Client is solely responsible and guarantees that it has the right to grant such a license. It is expressly agreed that the aforementioned rights and license of use granted to IPD include the right to sub-license them.

11.7 In application of Articles 1365 et seq. of the French Civil Code and, if applicable, Article L.110-3 of the French Code of Commerce, the information released by IPD is binding between the Parties. The elements such as the information shared between the Parties and the Content published online, as well as the quality of the data received shall prevail in priority as recorded in IPD's information systems or as authenticated by IPD's computerized procedures, unless the Client provides written evidence to the contrary. The evidential value of the information provided by IPD's computerized systems shall be equivalent to that of an original written paper document, hand-signed.

11.8 The Client irrevocably waives any demand, claim, right or action against IPD relating to the Contract if not submitted within twelve (12) months of the event giving rise to the liability concerned.

12 - CONTRACT SIGNED ELECTRONICALLY

The Parties agree to sign the Contract electronically in accordance with a secure, regulatory-compliant electronic signature process that will authenticate the signatories and ensure the integrity of the Contract in electronic format. The Parties agree that the electronic signature expresses consent such that this Contract is legally binding on the Parties and serves as evidence in the same manner as a paper document signed by hand.

13 - DISPUTES

ANY DISPUTE RELATING TO THE ESTABLISHMENT, INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS CONTRACT, WHICH CANNOT BE RESOLVED AMICABLY WITHIN 3 (THREE) MONTHS OF IT ARISING SHALL COME UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF NANTERRE. THE APPLICABLE LAW IS FRENCH LAW. THIS CLAUSE WILL SOLELY APPLY, EVEN IN THE CASE OF URGENT OR EX-PARTE PROCEEDINGS, THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.