

# GENERAL TERMS AND CONDITIONS FOR THE SALE OF SERVICES

## 1 - SCOPE OF APPLICATION

The bidding company (the "**Services Provider**"), has, to meet the need of its client (the "**Client**") approached the latter for the performance of the services and/or work, including where applicable the supply of products (the "**Services**") as described in the Services Provider's offer (the "**Offer**").

The Parties agree that any order for the Services shall be governed by these reciprocal General Terms and Conditions. Such order may be supplemented by specific provisions or documents as described in article 2. This whole set of documents constitutes the contract (the "**Contract**"). As it was freely negotiated by the Parties, they consequently expressly waive their rights to enforce any other general or particular terms and conditions and agree that their relationship shall therefore solely be governed by the Contract.

The Parties shall cooperate and mutually exchange information and advice in a spirit of transparency, fairness and equity throughout the negotiation and performance of the Contract.

## 2 - ACCEPTANCE - ORDERS - CONTRACT

**2.1** The Client undertakes to transmit the full expression of its needs in writing as well as all documentation (including technical files, various plans, etc.) and associated information (including concerning any presence of hazardous product or waste, technical constraints, etc.) relevant and useful to the Services Provider or which may have an influence on the preparation of the Offer. Communication of all these elements is a determining element of the Services Provider's consent.

Based on the information set out above, the Services Provider issues an Offer describing in a restrictive manner the Services to be performed and, when appropriate, the technical specifications required for the performance of such. Unless otherwise provided in the Offer, the Offer shall remain valid for thirty (30) days from its date of issuance. Acceptance of the Offer may be notified in any form or medium whatsoever.

The set of documents constituting the Contract is as follows: (i) the Offer and/or any particular provisions or technical specifications and corresponding appendices, (ii) the contractual time schedule, (iii) these General Terms and Conditions, and (iv) the order issued by the Client, if any.

In case of discrepancy between provisions of these documents, the order of precedence for interpretation shall be as mentioned hereunder, e.g. the (i) hereunder shall prevail on the (ii), etc.

**2.2** As the Contract is concluded *intuitu personae*, neither Party shall be entitled to assign or transfer in any manner whatsoever all or part of its rights and obligations resulting therefrom without the prior and express agreement of the other Party. As an exception, the Parties agree that either Party may assign or transfer the Contract to any company in the Group it belongs to, or to a company owned or controlled directly or indirectly by a parent company as defined in Article L 233-3 of the French Commercial Code. The assignor/transferor shall inform the assignee/transferee in writing of the said assignment or transfer. In case of assignment, the Client waives the benefit of the joint and several liability.

## 3 - DEADLINES

The Services shall be performed within the time limits set out in the Offer. When applicable, the Services Provider and the Client shall agree on a performance schedule setting milestones or deadlines subject to penalties. Such schedule shall become binding subject to prior formal agreement of the Parties. Any delay attributable to the Services Provider may give rise to application of penalties after formal notice sent by registered letter with proof of deliver remained unsuccessful ten (10) working days after receipt. The total amount of penalties shall not exceed the cap provided in article 12 and such penalties shall be in full satisfaction of the Client and exclusive of any other remedy or compensation.

Any delay or suspension of Services not attributable to the Services Provider shall give rise to an equivalent extension of time and the Services Provider shall be reimbursed for all resulting costs and expenses. The Services Provider shall be entitled to terminate the Contract as of right if such a delay or suspension results from an interruption or suspension of the Contract performance for more than two (2) months

## 4 - TERMS AND CONDITIONS OF EXECUTION

### 4.1 Client's Obligations.

In order to allow proper performance of the Services by the Services Provider, the Client undertakes in particular to:

(i) communicate in writing the business hours of the site of performance of the Services, its internal rules and regulations as well as any special conditions concerning access to such site and shall enable access to the working area without undue delay. The Client also undertakes to obtain or give all necessary

authorisations to perform the Services and to enable the Services Provider access to the site on which they are to be performed;

(ii) draw up when applicable a prevention plan and to fully comply with its obligations under the French Labour Code and with all laws or regulations as regards the prevention of health and safety risks and occupational diseases, and in particular the risks of exposure to asbestos. To this end, the Client shall notify the Services Provider any hazardous products or materials (asbestos, lead, etc.) on the site of performance of the Services and its surrounding area. If there are any the Services Provider reserves the right to modify the terms and conditions of its Offer. The Client warrants that the site of performance of the Services shall be in compliance with all applicable environmental and safety standards and rules. The Client shall be liable to the Services Provider for any interruption or suspension of the Services resulting from a breach of the Client's obligations in this respect;

(iii) in particular for maintenance Services, carry out a contradictory technical audit of the fixtures at the beginning and at the end of the Services;

(iv) supply the Services Provider with all utilities (water, gas, electricity, etc.) necessary for the performance of the Services;

(v) make available to the Services Provider the structures or prerequisites necessary for the performance of the Services under conditions enabling the Services to be performed flawlessly, including materials and samples for any potential tests;

(vi) supply the Services Provider with the skips necessary to sort and remove waste generated by the Services;

(vii) if relevant, provide the Services Provider with a secure area for the storage of equipment and/or tools necessary to perform the Services;

(viii) ensure that the equipment, supplies and procedures formally recommended by the Client meet its requirements and bear sole responsibility for their consequences, qualities, technical characteristics, performance and guarantees;

(ix) be legitimately represented by a person with authority to bind the Client at all meetings, particularly site meetings, needed to perform the Services;

(x) deliver its responses in writing and within the time allowed when the Client's agreement or approval is requested by the Services Provider during the Services performance (prior study validation, manufacturing order, etc.). In lack of responses, such agreement or approval shall be deemed to have been given without reservation at the end of a reasonable period of time.

### 4.2 Obligations of the Services Provider.

The Provider undertakes to:

(i) perform Services in compliance with the Order;

(ii) follow standard practice, mandatory legislative and regulatory provisions, together with contractual requirements and specifications so that the Services shall meet at least a level of quality in accordance with the standards of the profession;

(iii) to meet all obligations incumbent upon it by virtue of applicable laws and regulations, and those aimed at ensuring environmental protection, site security, worker protection, health and safety, and to take all necessary steps to this end or ensure such steps are taken;

(iv) remain solely liable for its personnel, over whom it exercises its sole authority, direction and control through the representative that the Services Provider shall appoint on the site;

(v) report in writing to the Client, within the time allowed and following the arrangements set out in the special terms and conditions, any circumstances that might justify a request for additional services.

**4.3** Should a change in circumstances, unforeseeable at the conclusion of the Contract, increase for the Services Provider the costs of performance of the Contract by more than twenty percent (20%) of the contractual price, the Services Provider would be entitled to request a renegotiation of the Contract to the Client. The Services Provider would provide documentary evidence of the increase. Should this renegotiation fail and no agreement for an amicable termination of the Contract be reached, the Parties would resort the matter to a business mediator (<https://www.mieist.bercy.gouv.fr>) to be chosen on the list held by the French Ministry of the Economy and Finance in order to set the terms and conditions of such termination. They shall continue to perform their obligations until the end of the Contract.

**4.4** If the Client fails to meet its obligations the Services Provider may enforce articles 1219 and 1220 of the French Civil Code.

**4.5** Each Party agrees to receive any notifications in the performance of the Contract from the other Party by electronic mail. The particular terms and conditions shall state the address to which such notifications shall be sent. If not, the addresses for correspondence used during the formation of the Contract shall be deemed as those chosen by the Client. The date of dispatch indicated on the email shall be presumed to be both the date of dispatch and the date received, unless proven otherwise.

## 5 – AMENDMENTS

The prices, deadlines and conditions stated in the Offer apply strictly for a performance in accordance with the Offer and are not binding on the Services Provider for any additional or modified works or services.

Any modification or change to the Services provided in the Offer, whether the results of a decision of the Client or from new law, regulation, standard or of consequences of a general epidemic, must be subject to signature of a prior amendment stating in particular the impact on the prices, conditions and performance deadlines initially provided. Failing agreement on these, the Services Provider may terminate the Contract, and no compensation shall be due to the Client in this respect.

Where the Services Provider is obliged for any reason whatsoever to bring changes or perform additional services, the Client, when duly informed thereof by the Services Provider, cannot refuse to pay for such services or changes if no objection was raised before said services performed or changes were brought.

## 6 – ACCEPTANCE

Conditional or unconditional acceptance of the Services (“**Acceptance**”) shall be made by a contradictory acceptance report drawn up no later than fifteen (15) days after the Services Provider has notified the Client of the Services completion. Said notice shall invite the Client to conduct Acceptance and shall set a date in this regard. Silence kept by the Client beyond fifteen (15) days after the deadline shall be deemed as unconditional Acceptance of the Services on the completion date. The grounds of any refusal of Acceptance shall be given in writing. Such grounds shall be valid only for Services (i) which are not complete, or (ii) with a material technical non-compliance. If the Acceptance is conditional, all reservations shall be set in a list to be attached to the Acceptance report. The Services Provider shall have three (3) months to remedy such reservations. This period shall start to run from the time notice of the reservations is served. On expiry of this period, the Client shall record that the reservations have been lifted, if applicable.

Any taking of possession by the Client, in whole or in part, of any supplies of the Services shall be deemed as Acceptance without reservation and occurrence of the transfer of custody and risks to the Client. By taking of possession the Party means any direct or indirect control by the Client in whole or in part, over such supplies or over the Services, in particular for the purposes of commissioning or operating them. Any provisional or partial acceptance, if provided in the Contract, shall be deemed as full Acceptance of the Services concerned and therefore starting of the warranties and occurrence of transfer of risks.

## 7 – CONTRACTUAL GUARANTEES

Besides any statutory guarantees that might apply the Services Provider shall guarantee the Services against any defective performance for a twelve-month period from the date of Acceptance.

This guarantee shall not apply if the defects result from normal wear and tear, interventions, modifications or additions made by the Client or a third party, from defects or damages caused by the acts or omissions of the Client or a third party, or from failure to comply with instructions regarding installation, use, maintenance or the environment. Maintenance services are not covered by this guarantee.

To benefit from this guarantee, the Client shall notify without delay and in writing the Services Provider of the defects and shall provide any documentary evidence.

Unless expressly agreed by Services Provider, the Client shall not carry out repairs or, modify any element of the Services nor have them modified by a third party.

## 8 – SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE SALE OF PRODUCTS

When the Services are only for supply of equipment or products (“**Product(s)**”), none of these provisions shall be construed as conferring on the Client more prerogatives, guarantees or rights than those granted by law or by this article on the sale of said Products.

Unless otherwise agreed the price set in the Offer is provided ex-factory, excluding transport and customs charges. The transfer of risks shall take place upon handing over at the Services Provider's premises.

In no detailed studies has been entrusted by the Client to the Services Provider regarding compatibility of the Products ordered with the Client's requirements, the Services Provider gives no guarantee in this respect. The guarantees relating to the Products shall be strictly those of their manufacturers and suppliers.

Any guarantee for Products shall run at the latest on the day of delivery. With regards to latent defects, the guarantee shall only cover the replacement of the defective Products or parts rendering them unfit for use. The Service Provider shall not be considered to the Client as liable for any harmful consequences arising from any latent defects.

At the delivery of the Products, and even if not intended for immediate use, the Client shall check their condition and quantities. If necessary, the Client shall issue any reservations to the carrier on the delivery note by registered letter with proof of delivery within three (3) days of the delivery, copy of which shall be sent simultaneously to the Services Provider.

The Incoterm EXW 2020 shall apply to any sales of Products for export. The Services Provider shall deliver the Products to the carrier designated and paid by the Client at the place indicated by the Services Provider and located in Metropolitan France. The transfer of risks shall take place as provided in the applicable Incoterm. As concerns export Products, any claims for apparent defects or for non-conformity of the Products delivered shall have to be made to the Services Provider by registered letter with proof of delivery within six (6) calendar days following delivery, failing that they shall be considered as time barred.

## 9. WASTE MANAGEMENT

The Services Provider shall ensure that the Services performed comply with statutory and regulatory requirements in force with regards to the environment, safety and personal health. After performance of Services, it shall let the site in the state in which it found it. For waste arising from the Services, the Services Provider shall use the skips and other selective sorting containers that the Client undertakes to put at the Services provider's disposal on the site. In the event of changes in environmental protection legislation during the performance of the Contract, any change requested by the Client in order to comply with the new rules shall be submitted to an amendment to the Contract.

## 10 - NON-SOLICITATION OF STAFF

Throughout the Services performance and for twelve (12) months from their Acceptance, the Client shall refrain, directly or indirectly, from hiring any member of the Services Provider's staff as well as from taking any steps to this end except with the prior written consent of the Services Provider. This provision applies regardless of the type and duration of the Contract, the legal and employment status, the temporary nature, full-time or part-time of the position. Should this obligation be breached, the Client would immediately pay the Services Provider a compensation equal to the gross monthly salary the Services Provider's employee was paid in the twelve (12) months preceding his/her departure.

## 11- PRICES – INVOICES – PAYMENT

Prices are of the essence of the Contract and payment is a material obligation of the Client.

Prices in the Offer are exclusive of tax and for Services in accordance with applicable standards on the date of the Order. They include only performance requirements normally and reasonably expectable from skill practitioner of this specialty.

For Services to be performed in another country than France, payments shall be made without any offsetting, deduction or exemption of any kind for or on because of taxes, levies, imports, duties, fees and deductions. If any such should apply, the Client would pay the Services Provider all amounts necessary to ensure full payment for the Services.

Unless otherwise provided, the prices are for Services performed for a period not exceeding the legal maximum working time per week and carried out during day and on business days, from Monday to Friday inclusive, and for continuous performance and on a site made available by the Client where health and safety conditions are compliant with current regulations, and with access to usual site facilities.

Unless expressly provided otherwise, prices shall be revised all along the period of Services performance pursuant to the terms and conditions set out in the Offer.

Prior to the start of Services performance, the Client shall provide any payment guarantees applicable under statutory provisions.

Each Order shall be invoiced in accordance with the payment terms provided in the Offer. Unless otherwise agreed, payment shall be made by cheque or bank transfer thirty (30) days net from issuance of the invoice. No discount shall be applied in case of early payment.

Any late payment shall give rise to automatic and immediate application of a penalty equal to the rate applied by the European Central Bank at its most recent refinancing operation plus 10 percentage points as calculated in accordance with the French Commercial Code provisions. In addition, a statutory charge for collection costs for late payment of forty (40) euros shall be owed by the Client, except when these costs are higher. Furthermore, the Services Provider may suspend performance of the Contract and/or of any Order in progress after formal notice to pay remained without effect for more than fifteen (15) days. The Client shall make payments without any deduction or reduction of any kind. The Client may not suspend payment of sums rightfully invoiced by the Services Provider. Transfer of title for Services shall take place after full payment of the price.

## 12- LIABILITY - INSURANCE

**12.1** The liability of the Services Provider shall be strictly limited to the obligations expressly provided for in the Contract. The Services Provider may only be liable to the Client for direct, certain and foreseeable loss or damage attributable to it.

As a material condition, the Services Provider's liability for any loss or damage caused to the Client in connection with the Contract shall be limited to the Contract's price, before tax. Compensation or indemnity for indirect and consequential loss or damage shall be sub-limited to twenty percent (20%) of the amount of the Contract's price before tax. The Services Provider's insurers shall not compensate the Client and its insurers beyond the above limits. Damage caused to neighbours as a non-faulty performance of the Services shall remain at the expense of the Client.

When damage is caused, in whole or in part, by defect or flaw of a product whose characteristics were defined by the Client or when the supplier of this product has been recommended by the Client, the Client undertakes to appeal directly and claim against this supplier, thereby releasing the Services Provider from any obligation and liability in this respect.

**12.2** The Services Provider undertakes to take out and maintain with reputable insurance companies all appropriate insurance policies covering the financial consequences of its liability under the Contract.

**12.3** The total amount of the contractual penalties under the Contract, whether for delay, failure to perform and/or for any other cause of application, shall not exceed five percent (5%) of the Contract's price before tax. The indemnities granted in this respect shall be a lump-sum in compensation, in full discharge and exclusive of any other actions, penalties or remedies of the Client.

## 13 - INTELLECTUAL PROPERTY

The Client acknowledges that all know-how, intellectual and/or industrial property rights attached to the Services, their execution or preparatory acts (studies, etc.) shall remain the full and entire property of the Services Provider and that no transfer of rights shall be made to the Client under the Contract. Where applicable, only a non-transferable and non-exclusive right of use shall be granted to the Client.

No Party shall infringe, directly or indirectly, in any way whatsoever, the intellectual and/or industrial property rights of the other Party.

The Services Provider shall indemnify the Client against third parties claims relating to intellectual or industrial property rights, procedures or methods implemented for the performance of the Services and/or necessary for the Client's uses. In the event of such third parties claims, the Services Provider undertakes to conduct any actions and proceedings at its own expense to bring such claims to an end and to make the Client good from loss or harm of any kind, but this shall not apply when such third parties claims relate to changes, adaptations or amendments that the Client has directly or indirectly brought.

The Client shall indemnify and hold harmless the Services Provider against any third-party claims or action concerning intellectual or industrial property rights, methods and procedures that the Client requires the Provider to use for performance of the Services.

At occurrence of a third-party claim against either Party, the Parties shall take all measures under their control to bring the claim an end and shall cooperate to defend their rights.

## 14 - CONFIDENTIALITY - BUSINESS SECRECY

Each Party undertakes to consider as "**Confidential Information**" all the provisions of the Contract as well as any information and data of any nature and in any form whatsoever divulged to the other Party or of which such Party take knowledge and which relates to the execution or performance of the Contract. This shall apply to any third that a Party would involve in the performance of the Contract. Each Party undertakes to keep it strictly confidential and to take all reasonable and necessary protective measures its take to keep its own Confidential Information secret.

The Parties agree that the Confidential Information shall be considered as business secrecy and shall therefore be protected as provided in Articles L 151-4 et seq. of the French Commercial Code.

However, the Services Provider may to invoke on the performance of the Contract as a commercial reference.

## 15 - ETHICS AND COMPLIANCE - RESTRICTIVE MEASURES AND INTERNATIONAL SANCTIONS

**15.1** The Supplier's ethics and compliance policy is in line with the VINCI Group's values and commitments as set out in a collection of documents available on VINCI's website at <https://www.vinci.com/> or on request to the Supplier, i.e. the VINCI "Together" manifesto, its Ethics and Conduct Policy, its adherence to the ten principles of the United Nations Global Compact, its Global Performance Commitments for VINCI suppliers, its Subcontractor Relations guideline and its Human Rights Guidelines; together the "**VINCI**

**Values**". The Services Provider circulates and implements the VINCI's Values in all its business activities and intends its human rights policy defined therein to its partners. The Services Provider wishes to involve the Client in its human rights on going improvement efforts.

**15.2** The Parties also attach special importance to compliance with legislation and regulations on ethics in terms of competition and combating corruption and environmental policy. The Client consequently undertakes, in respect of its material obligations to, for both it and its contractors to (i) comply with applicable laws and regulations in all countries where it operates, (ii) comply with VINCI's Values in the course of Contract performance, (iii) respect human rights by preventing, limiting and making good its current and future negative impacts, (iv) comply with all legislation and regulations relating on ethical competition and combating corruption and to refrain from all unlawful conduct in this regard, (v) incorporate environmental aspects in conducting its business and to curb its environmental impact, (vi) implement and maintain its own appropriate policies and procedures to ensure respect for human rights and compliance with competition, anti-corruption and environmental protection rules, (vii) raise the awareness of its employees about respecting human rights, competition law, anti-corruption measures and environmental regulations, (viii) control and monitor its own supply and subcontracting chain by imposing the same respect on its own co-contractors, (ix) inform the Services Provider without delay of any request, act or omission or event that is inconsistent with or counter to VINCI's Values and legislative and regulatory provisions concerning ethical, competition and anti-corruption measures and environmental protection.

The Client hereby authorises the Services Provider to carry out by any third-party auditor an audit on the Client's sites, or to have one conducted by any third-party auditor, to check strict compliance with the obligations set out in this article.

In the event of a breach of such obligations by the Client, then, and in addition to the sanctions provided for in article 16, the Client shall indemnify and hold the Services Provider harmless for any penalties, fines, compensation, costs and/or expenditures and/or any other liabilities resulting from such breach.

**15.3** The Client undertakes to comply with all restrictive measures or sanctions (such as embargoes, asset freezes, economic sanctions, export of dual-use goods, etc.) in Europe and/or the United States concerning the sale, purchase, import, export or payment of any goods and/or the performance of any services, when such measures or sanctions are likely to directly or indirectly affect the Services Provider, its staff, its bank, its commercial and/or financial intermediaries, its suppliers and service providers as well as its clients.

Any new restrictive measure or sanction coming into force during the performance of the Contract, as well as any breach by the Client of a restrictive measure or sanction during such performance shall suspend the performance of the obligations of the Contract and shall allow the Services Provider to terminate the Contract with immediate effect at its discretion, without any prior notice and without any liability to the Client.

## 16 - REMEDIES FOR NON-PERFORMANCE - SUSPENSION

**16.1** Without prejudice to any other provisions herein, in case of failure by a Party to any of its contractual obligations the other Party may terminate the Contract subject to a thirty (30) days prior formal notice remained without effect, but without prejudice to any damages. Such failure shall either be of a particular seriousness or shall be of a recurrent nature likely to compromise the security and/or continuity of the performance of the Contract, or shall result from the non-payment of one or more invoices or from unjustified and duly noted abandonment of the Services performance, or shall result from the suspension of the Contract for a continuous or non-continuous period of more than two (2) months, or from the violation of the "Ethics and Compliance" article provisions.

Termination shall take place without prior notice in the event of breach of labour legislation or breach of health and/or safety rules endangering the integrity of persons and/or property or in the event of endangerment of persons or property.

**16.2** In addition to and without prejudice to any other legal or regulatory provisions, in the event of failure of payment by the Client of one or more invoices or failure to provide the documents and prior information necessary for the proper performance of the Contract, the Services Provider may fifteen (15) days after formal notice remained without effect suspend performance of the Services in whole or in part until the documents/information have been provided or until full payment of the sums due, principal and interest, have been made, and without application of any penalty to the Services Provider.

## 17 - FORCE MAJEURE

The Services Provider shall not be held liable for non-performance or improper performance of its contractual obligations when such is the result of a force majeure event. Force majeure in respect hereof refers to any event of any kind whatsoever beyond the control of the Services Provider, which was not

reasonably foreseeable at the time the Contract was concluded and which prevents the Services Provider to perform its contractual obligations.

The Services Provider invoking a force majeure event shall take suitable reasonable measures to overcome or limit the consequences thereof, at no additional cost to it.

When performance of the Services is temporarily prevented, then the Services Provider's contractual obligations shall be suspended. If this suspension lasts more than one (1) month, the Services Provider may terminate the Contract subject to reasonable prior notice and no compensation shall be due to this title. The Client shall pay to the Services Provider any Services already performed.

## 18 - PERSONAL DATA

**18.1** Under the Contract, the Parties undertake to comply with all applicable laws relating to personal data (the "**Personal Data**") and in particular with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regards to the processing of personal data and on the free movement of such data (together constituting the "**Applicable Law**"). Capitalized terms in this article 18 shall have the meaning given to them by the above-mentioned Regulation.

**18.2** For the performance of the Contract, the Client shall be the Data Controller and the Services Provider shall be the Data Processor. The Data Processor shall be authorised to process on behalf of the Data Controller the Personal Data necessary for the performance of the Contract in accordance with the Applicable Law and the provisions below.

Within this framework, the Data Processor undertakes in particular to:

- process the Personal Data only on documented instructions from the Data Controller's, and only for the end purposes set out in the Contract and for periods which do not exceed those required to achieve such end purposes;
- implement appropriate technical and organisational measures necessary to guarantee the storage, integrity and protection of the Personal Data;
- guarantee the confidentiality of the Personal Data processed under the terms of the Contract;
- keep a register of processing operations in accordance with the Applicable Law;
- ensure that the persons authorised to process Personal Data by virtue of the Contract (i) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and (ii) receive the necessary training in the protection of Personal Data;
- take account of the principles of Personal Data protection in relation to its tools, products, applications and services, through technology design to ensure that, by default, only Personal Data which are necessary for each specific purpose of the processing are processed;
- when transferring Personal Data to a country outside the European Union, to respect the Applicable Law;
- inform the Data Controller of any Personal Data breach without undue delay after becoming aware of such breach;
- assist the Data Controller in fulfilling its obligation to respond to any requests from data subjects wishing to exercise their rights regarding their Personal Data: right of access, right to restriction of processing, right to data portability, to erasure or any other rights to which the said data subjects are entitled to;
- assist the Data Controller with the performance of data protection impact assessment when such assessment is required;
- in case of subcontracting of any or all part of the processing of the Personal Data, to apply to its subcontractor the Data Processor's own obligations under this article.

Should the Services Provider become Data Controller and the Client becomes Data Processor for the performance of the Contract, the above provisions would also apply.

## 19 - LITIGATION - APPLICABLE LAW - LANGUAGE

The fact for a Party not to have required the application of any clause of the Contract shall in no way be considered as a renunciation by that Party to any of the rights arising from the said clause.

Without prejudice to any public policy provisions, any request, claim or action by the Client against the Services Provider under the Contract shall be submitted within three (3) years of knowledge by the Client of the causes of this request, claim or action. Failing this, such request, claim or action shall be time-barred.

The Contract shall be solely governed and construed by the laws of France. The Parties expressly exclude application of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.

In the event of any controversy or claim over the validity, interpretation or performance of the Contract, for any reason whatsoever, and should the Parties fail to resolve their dispute, such dispute shall be submitted to the Commercial Court with jurisdiction over the Services Provider's registered office. As the

language of the Contract is French, the language applicable in the event of a dispute shall also be French. In the event of a translation of the Contract, the French language version shall prevail.