

HighCoDATA

GENERAL CONDITIONS OF SERVICE

(Ref. no. CGS 20260101)

Applicable from 01/01/2026

These General Terms and Conditions of Service (hereinafter the "Terms and Conditions") are intended to govern any services of any kind (hereinafter the "Services") performed by HIGHCO DATA, a simplified joint stock company with share capital of €636,966

whose registered office is in Aix-en-Provence, registered under No. 403 096 670 (Aix-en-Provence Trade and Companies Register) (hereinafter the "Service Provider"), for the Client. Any order for Services placed by the Client shall constitute the Client's express and unconditional acceptance of these Conditions, as well as any specific terms and conditions applicable depending on the Service Provider's Activities (accessible via the links below), to the exclusion of all other conditions issued by the Client, even if prior in date, subject to any specific terms and conditions expressly accepted by the Service Provider. The fact that the Service Provider does not, at a given time, invoke one of these Conditions cannot be interpreted as constituting a waiver of its right to invoke it in the future or in the past. In the event of any inconsistency between these General Terms of Service and the Service Provider's Specific Terms and Conditions, the provisions of the Specific Terms and Conditions shall prevail.

1) DEFINITIONS

Activities: the main activities carried out by the Service Provider:

- Operational marketing consultancy,
- Physical and electronic processing of Discount Coupons,
- Managing promotional offers,
- Marketing of advertising spaces,
- Creation, printing and manufacturing,
- Logistics,
- IT services.

Pricing conditions: pricing schedule applicable to a given period or the prices mentioned in the Quotation.

Specific terms and conditions: specific terms and conditions applicable to the Service Provider's various Activities, which can be consulted via the links below:

- Conditions specific to the physical and electronic Processing of Discount Coupons
https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Coupons_EN.pdf
- Conditions specific to Promotional Offer Management services
https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Promo_EN.pdf
- Conditions specific to Creation and Printing services
https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Print-et-fab_EN.pdf
- Conditions specific to Logistics and/or Transport services
https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPECIFIQUES-HCD-LOG_EN.pdf
- Conditions specific to IT services https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Informatique_EN.pdf

Disbursements: amounts paid by the Service Provider in the name and on behalf of the Client to consumers and/or retailers, including in particular face values.

Quotation: the details and price of the Services proposed and specified by the Service Provider to the Client.

In Writing: any correspondence by post, fax or electronic means identifying the sender and the recipient.

Services: the various Services that will be performed by the Service Provider as part of its Activities.

"Operation(s)": refers to any promotional marketing campaign such as games, reimbursement offers, couponing campaigns, etc. relating to the Service Provider's Activities.

Deliverables: all elements, of any kind whatsoever, that must be provided by the Service Provider to the Client for the purpose of performing the Services.

2) SERVICE PERFORMANCE CONDITIONS

Any new Client wishing to entrust a Service to the Service Provider for the first time must request the opening of an account with the Service Provider and complete a Client Information Form by providing all the required information and documents. Prior to the start of any Services, the Client shall provide the Service Provider with the information relating to the Operation(s) it wishes to entrust to

the Service Provider. On the basis of this information, the Service Provider shall provide the Client with a commercial proposal, which must be accepted by the Client in accordance with the terms governing the performance of the Services specific to the Service Provider's Activities, as described in the Specific Terms and Conditions.

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Acceptance of a Quotation

Any order for Services gives rise to establishment by the Service Provider of a commercial proposal based on the information forwarded by the Client and valid for one (1) month from the date it is sent to the Client (hereinafter the "Quotation"). Acceptance by the Client of a Quotation is materialized by its signature on said Quotation or by a written agreement. This acceptance constitutes a firm and irrevocable order for Services and unconditional acceptance of these Terms and Conditions. Upon acceptance of the Quotation, the Client undertakes to provide, under its sole responsibility, to the Service Provider, all information or documents necessary for performance of the Services. It is the Client's responsibility to verify that the Quote meets its needs.

Additional services - changes

Any additional Services not provided for in the initial Quotation, as well as any modifications requested by the Client in relation to the initial Quotation, shall, if deemed feasible by the Service Provider, be subject to a supplementary Quotation setting out, in particular, the additional remuneration of the Service Provider, which must be accepted by the Client, in accordance with the above conditions, prior to any commencement of performance. In any event, the Service Provider reserves the right to refuse certain requests from the Client, in particular for technical or legal reasons.

Cancellation

In the event of waiver, cancellation or interruption, in whole or in part, by the Client of one or more ordered Services, the Client shall remain liable to pay the Service Provider the remuneration set out in the Quotation and/or agreed in Writing between the Parties in respect of the Services concerned, and the Client shall indemnify the Service Provider against any third-party claims arising from such cancellation. The Client shall be released from its obligations towards the Service Provider only upon payment in full of the remuneration set out in the Quotation and/or agreed in Writing between the Parties, without prejudice to any other claim for compensation.

Termination

If either of the Parties fails to fulfil any one of its substantive obligations, the other Party may terminate the Services, by registered letter with acknowledgement of receipt, without compensation and without prejudice to any compensation that it might claim from the Party at fault. Such termination may only occur thirty (30) days after notice to perform has been sent by registered letter with acknowledgement of receipt and remained without effect.

3) FINANCIAL TERMS

Remuneration for the Services

The services are invoiced under the Pricing conditions agreed between the Parties and/or as set out in the Quotation, and in accordance with the specific terms applicable to the Service Provider's various Activities, as described in the Specific Terms and Conditions.

Settlement

Unless otherwise provided in the Quotation and in the Specific Terms and Conditions applicable to the Service Provider's various Activities, invoices issued by the Service Provider shall be payable within thirty (30) days from the invoice date, without any discount or rebate and without any deduction for early payment. In the event of a change in the Client's financial situation, the Service Provider reserves the right, - notwithstanding any stipulation to the contrary - to demand guarantees and sureties and/or cash payment for the Services, prior to provision of said services. Where the Client requires, as a mandatory mention to appear on the Service Provider's invoices, a purchase order number, it is its responsibility to send the Service Provider said number within a maximum of 15 days from signature of the Quotation. Failing this, the Client may not refuse the Service Provider payment of said invoices on the grounds that they do not include said purchase order number.

Late payment –payment default

Any amount not paid at the due date will result, automatically and without any other formality, in payment by the Client to the Service Provider of penalties for late payment at the rate provided for in Article L. 441-10 of the French Commercial Code as well as an additional lump sum amount for collection costs in accordance with the law. Non-payment of even one invoice on the due date, automatically and without further formality, makes the balance due on all other invoices issued by the Service Provider legally due and suspends provision of the Services in progress until complete payment has been made of all the sums due by the Client. In the event of non-payment on the maturity date, the Service Provider may proceed to perform offsetting against any amount that it owes the Client. The Service Provider reserves the right to terminate the Services fifteen (15) days after formal notice to pay notified to the Client remains without effect. The Service Provider may, in summary proceedings, apply for return of goods delivered, without prejudice to the right to seek further legal damages. In the event that the Client is liable for

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several payments to the Service Provider, it is agreed that payments will be offset against the oldest debts. Accordingly, the Client expressly waives the provisions of Article 1342-10 of the French Civil Code.

Advance of funds to cover Disbursements

In the case of Discount Coupon processing services and/or the management of promotional offers requiring an advance of funds to cover disbursements, and unless otherwise expressly agreed between the Parties, the Client undertakes to pay the Service Provider an advance of funds prior to each Operation in order to enable the Service Provider to reimburse the disbursements to the beneficiaries (retailers or consumers).

The conditions under which the Client shall pay an advance of funds to cover disbursements to the Service Provider are set out in the specific conditions below relating to the following Services:

- Physical and electronic processing of discount coupons

https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Coupons_EN.pdf

- Managing promotional offers

https://www.highco-data.fr/app/uploads/2026/05/20260101-CONDITIONS-SPE-HCD-Promo_EN.pdf

In any event, and without prejudice to any other rights the Service Provider may exercise, it reserves the right, in the absence of sufficient funds in respect of disbursements, not to carry out reimbursements, and its liability shall not be engaged in any way in this respect. At the end of the Operation, unless otherwise agreed between the Parties, the Service Provider shall refund, at the Client's request, any positive balance, subject to full payment by the Client of all amounts due to the Service Provider.

4) RIGHTS AND OBLIGATIONS

The Service Provider's general obligations

The Service Provider undertakes to perform the Services in accordance with the terms of the Quotation and/or any Written document agreed between the Parties, as well as with the laws and regulations in force applicable to its activity. The Service Provider shall implement necessary and sufficient means and resources as well as its knowledge, know-how and experience so as to provide Services conforming to the Quotation and/or any Written document agreed between the Parties. Under its general advisory obligation, the Service Provider will make its best efforts to inform, advise and warn the Client about the Services and decisions relating to performance of the Services that the Client is led to take and that are brought to the knowledge of the Service Provider. The Service Provider is solely responsible as an employer for the personnel that it may allocate to its activities and will strictly comply with its obligations concerning them, particularly in the social security and tax areas. The Service Provider is not responsible for decisions to modify the Services, taken by the Client or any third party designated by it, as well as their consequences, whether direct or indirect. The Service Provider's liability cannot be engaged in case of failure by the Client to comply with one of its obligations, in case of negligence or error on its part or non-compliance with the Service Provider's recommendations. The Service Provider will be fully released from its obligations, in particular as regards deadlines, in cases where the Client does not comply with deadlines or recommendations figuring on the Quotation and/or validated in Writing with the Service Provider. The Service Provider is bound by an obligation of means towards the Client. The Service Provider cannot be held liable for damage caused by third parties in connection with Services, such as viral marketing and/or community management services, involving risks and uncertainties that are beyond the Service Provider's control. In such cases, the contractual liability of the Service Provider shall not be engaged, which the Client acknowledges and accepts.

The Client's general obligations

Prior to and during the performance of the Services, the Client undertakes to make available to the Service Provider all the information and documents in its possession that the Service Provider might need for performance of the Services, the hardware and software required for the entry of information and tests or trials, necessary for performance of the Services, and to comply with the deadlines validated in Writing by the Parties. Any delay by the Client in respect of the deadlines agreed between the Parties will lead to a corresponding delay in the subsequent actions of the Service Provider. The Client also undertakes in general to cooperate in an active and fair manner in order to permit proper performance by the Service Provider of its obligations. The Client undertakes to provide material conditions to the Service Provider that facilitate the performance of the Services when they are carried out on the Client's premises. It will also put the Service Provider in contact with its staff members whose skills will be useful for performance of the Services. Without prejudice to the Service Provider's obligation to provide advice, the Client is also responsible for the design, selection and organisation of each of its operations, which are the subject of the Services, and compliance with the regulations applicable to its business activity. The Client guarantees the Service Provider against all amicable or contentious claims, from third parties, based, directly or indirectly, on the breach by

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the Client of one or more of its obligations under this Agreement, from the information and documents provided by the Client to the Service Provider for the performance of the Services, or from any failure to comply with the laws and regulations applicable to its activity. The Client undertakes not to use the Services performed by the Service Provider outside the stipulations of the Quotation, except with the express agreement between the Service Provider and the Client defining the terms and conditions for use of these Services. The Service Provider is not liable to the Client for claims brought by third parties based on use by the Client of all or part of the Services performed by the Service Provider not in accordance with the stipulations of the Quotation and the Service Provider's recommendations. The Client is solely responsible for complying with the laws and regulations applicable to its business, its products and/or services and all the elements and/or information (texts, logos, photos and other intellectual property rights) as well as any written notices appearing on all communications sent to the Service Provider. The Client guarantees the Service Provider on this point against any proceedings and/or actions that may be brought by any natural or legal person, for whatever reason. Consequently, it undertakes to bear the costs incurred by any action, whatever it may be, brought by a third party against the Service Provider, as well as any compensation that may result from such actions. It is up to the Client to pay all applicable taxes (Ecofolio, etc.) except where these are invoiced in addition by the Service Provider.

Exclusivity

Unless stated otherwise in the Quotation or in Writing, the Client entrusts the Service Provider with exclusivity of performance of the Services, subject of the Quotation, throughout their duration.

Right of lien

The Client expressly grants HIGHCO DATA a contractual lien, including a right of retention and a general and continuing right of priority over all goods, funds, and documents in its possession, as security for all claims (invoices, interest, costs incurred, etc.) held by HIGHCO DATA against the Client, including those arising prior to or unrelated to the Operations carried out in respect of the goods, funds, and documents actually held by it.

Retention of ownership

The Service Provider retains ownership of the Services and all the intellectual property rights to its Services until complete payment has been made of all invoices issued by the Service Provider for the Client.

Transfer of ownership and risks

Ownership of the goods sold shall only be transferred to the Client after the agreed price has been paid in full. The transfer of risk shall take place upon delivery of the goods to the carrier, even if the transport is undertaken by the Service Provider. Consequently, the goods shall travel at the Client's risk, and in the event of damage or loss, the Client must exercise any appropriate recourse against the carrier within the statutory time limits. In the absence of any provision to the contrary, all liability relating to damage, loss or deterioration suffered by the products after dispatch shall rest with the Client. The latter remains responsible for checking the condition of the goods upon delivery and, where applicable, for making any reservations by registered letter with acknowledgement of receipt within a period of three (3) days (Art. L. 133-3 of the French Commercial Code).

Fraud

As part of its general duty to advise, the Service Provider shall use its best efforts to detect and prevent any potential cases of fraud relating to the Discount Coupons and/or promotional offers it processes. For this purpose, the Service Provider undertakes to implement standard control measures, as well as any additional optional measures quoted separately where specifically requested by the Client, and to inform the Client as soon as possible of any fraud it suspects or detects. However, as this fraud detection is carried out using subjective criteria, and as the Service Provider is not in a position to anticipate all new and emerging methods of fraud, it shall not be held liable in the event of undetected fraud, its sole obligation being limited to verifying the elements agreed with the Client (e.g. screening based on various criteria: IBAN, Names, etc.). In such cases, the contractual liability of the Service Provider shall not be engaged, which the Client acknowledges and accepts.

5) LIABILITY

The Service Provider shall be liable for any direct damage caused to the Client as a result of its failure to comply with its obligations under this Agreement. The Service Provider's proven liability shall be expressly limited to direct damage suffered by the Client, excluding all indirect damage, including, but not limited to, loss of opportunity, loss of turnover, loss of profit, commercial loss, damage to reputation, etc. In any event, if the Service Provider's liability is established, it may be required to pay the Client compensation for its loss up to a maximum amount equal to the total annual remuneration due by the Client to the Service Provider in consideration of the Services, whether or not such remuneration has already been invoiced or paid (hereinafter the "Total

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Remuneration Amount"). This Total Remuneration Amount shall be equal to the Service Provider's remuneration for the twelve (12) full months of collaboration preceding the month in which the damage occurred. It is expressly agreed between the Parties

(i) that amounts corresponding to face values reimbursed or to be reimbursed to Retailers and/or consumers, postage costs, transport costs, and the cost of purchasing rewards are excluded from the Total Remuneration Amount, and (ii) that the amount of such compensation shall in no event exceed the compensation limits stipulated under the Service Provider's civil liability insurance policy for each type of loss incurred. The Client is exclusively and in all cases responsible for compliance with the regulations applicable to its activity, its products and/or services, as well as the information and data transmitted to the Service Provider. It guarantees the Service Provider against any third-party claims in this respect.

6) FORCE MAJEURE

The Service Provider cannot be held liable in cases of occurrence of an event of force majeure. The following are regarded as events of force majeure: those usually retained by the jurisprudence of the French courts and tribunals, as well as in particular in case of failure of the public electricity distribution grid, strike affecting a third party, war, storm, epidemics, earthquake, failure of the public telecommunications network, loss of Internet connectivity due to public or private operators, affecting performance by the Service Provider of its Services. The Party affected in the performance of its obligations by the occurrence of a case of force majeure must immediately notify the other party of the occurrence of the said case of force majeure. The Parties shall endeavour to take appropriate measures to mitigate the consequences of such event, and the time limits for the performance of the Services shall be extended by the duration of such events and shall resume automatically once they have ceased. However, if the event persists beyond one (1) month, the Services may be terminated by the more diligent Party, without any compensation being due by it to the other Party in this respect. In the event of partial performance of the Services, the occurrence of the above events shall not release the Client from payment of its order on a pro rata basis corresponding to the Services actually performed.

7) INSURANCE

The Service Provider declares that it holds a civil liability insurance policy taken out with a duly solvent insurance company, covering the financial consequences of its liability for any damage it may cause to the Client and to third parties in the performance of the Services. Each Party shall bear the premiums and deductibles of the insurance policies it has taken out and, at the first request of the other Party, undertakes to forward to it all insurance certificates in connection with the Services.

8) SUBCONTRACTING

For the performance of the Services, it is understood that the Service Provider may use any subcontractor it chooses. The Service Provider is responsible for the choice of any subcontractors it engages and shall guarantee their competence.

9) INTELLECTUAL PROPERTY

Service Provider's rights

Patrimonial intellectual property rights, attached to the creations and work performed by the Service Provider in the course of providing the Services, are not assigned to the Client unless specifically indicated otherwise and stating the duration, the territory and the price paid for said assignment. Where appropriate, these assignment elements are indicated in the Quotation drawn up for the Services or in a separate estimate. Failing this, no rights are assigned. It is specified between the Parties that, where the Client entrusts the Service Provider with IT services involving the provision, on a white-label basis, of its platform for the distribution, registration, and tracking of participation in promotional operations (cashback offers and prize draws) (hereinafter the "Platform") and/or the development of websites and/or mobile applications for consumers, or any other bespoke development (hereinafter the "Sites and Applications"), such Deliverables shall remain the property of the Service Provider, which hereby grants the Client a right of use and exploitation of said Deliverables for the duration of the relevant Operation.

Intellectual property of the Client

The Client expressly authorises the Service Provider to use any intellectual property elements, in particular trademarks, designs, and any other distinctive signs of the Client, where such use by the Service Provider is necessary for the performance of the Services. The Client guarantees the Service Provider against any claims from third parties on these grounds. The Service Provider and the Retailers are not required to carry out any verification or other checks in this respect.

Rights of third parties

The rights of third parties (copyrights, ancillary rights, image rights, etc.) are negotiated by the Service Provider in agreement with the Client according to the needs of the Services and billed to the latter. If uses other than those initially envisaged are to be considered, the Service Provider will endeavour to negotiate with a view to acquiring the rights necessary for this use. The Service Provider will inform the Client of the amount and limit of the rights acquired.

Intellectual property guarantee

a) Concerning commercial brands: the Service Provider will carry out at the National Institute of Industrial Property (hereinafter the "INPI") prior art searches for identical marks on all the distinctive signs offered to the Client and will guarantee the Client against any claim under the conditions defined in the article "Liability". This guarantee will not be granted if the information given by the INPI is inaccurate. The Service Provider shall transmit to the Client as soon as possible the result of searches on names and slogans, and any distinctive sign in general. The Client shall then, if it deems necessary, carry out more in-depth availability searches (similarity searches and searches extended to territories other than France and the European Union, not covered by the INPI trade mark database), as well as analyses of such searches and any consultations with legal counsel, in order to verify the availability of the names and slogans proposed by the Service Provider, without the Client's decision relieving the Service Provider of its warranty obligations as defined above, which shall remain fully applicable.

b) Concerning intellectual property rights and unfair competition: the Service Provider guarantees the Client against any claim by third parties based on infringement of their intellectual property rights and unfair competition, which concern advertising creations and any work of any kind that the Service Provider could not ignore the existence of, in consideration among other things of their dissemination and in view of its activity as a communication professional and its searches on the search engine www.google.com.

c) When it deems it necessary, and in case of doubt about the infringement of any intellectual property right or in case of doubt about the unfairness of an advertising creation, the Service Provider undertakes to alert the Client to call on the expertise of a specialist intellectual property lawyer of its choice for further analysis. The costs related to such consultation will be borne by the Client. In case of refusal of the Client to resort to such analysis, the Service Provider's liability may not be engaged in case of third party claims.

Commercial reference

Unless expressly refused by the Client, the Service Provider reserves the right to use the Client's name, visuals, and a description of the Services performed as a commercial reference in any medium for its corporate communications or for the presentation of its commercial offering. In this context, the Service Provider undertakes not to disclose any confidential information and not to refer to any net budget relating to the collaboration established specifically for this Client.

10) PERSONAL DATA

Client's personal data

This clause applies in cases where the Service Provider is required to process personal data on behalf of the Client. Purpose of the clause is to define the conditions under which the Service Provider, as a subcontractor, undertakes to perform on behalf of the Client, hereinafter referred to as the "Data Controller", processing operations on personal data (hereinafter, "Personal Data"). The Service Provider only uses the Personal Data to the extent strictly necessary for performance of its Services. Therefore, and unless expressly agreed by the Client, it undertakes not to communicate such Personal Data to third parties. The external Personal Data protection policy is available at <https://www.highco.com/investors/anti-corruption-compliance/>.

Applicable Laws

The Service Provider undertakes, in accordance with law no. 78-17 of 6 January 1978 as amended relating to Information Technology, Files and Civil Liberties and to the European regulations in force on the protection of Personal data, to ensure the protection and security of Personal Data in its possession. In this respect, the Service Provider shall comply with the instructions of the Data Controller, and they shall define the processing procedures together.

Purpose of the processing of Personal Data

The Service Provider shall only process the Personal Data for specified, explicit and legitimate purposes. It also undertakes to process the Personal Data in accordance with the instructions given by the Data Controller. The purpose of collecting Personal Data is to manage the clients and potential clients of the Data Controller in connection with the

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the Services that the Service Provider puts in place for the Data Controller.

Storage period

The Personal Data shall be kept for the time necessary to fulfil the purposes mentioned above, always in compliance with the legal retention periods.

Subcontracting

The Service Provider may use another subcontractor to conduct specific processing activities. It undertakes to call upon a subcontractor that provides sufficient guarantees for implementation of appropriate technical and organisational measures. The Service Provider informs the Data Controller of the use of the subsequent subcontractor. In the absence of any objection from the Data Controller, the latter is deemed to have accepted the subcontractor. Where the Service Provider has recourse to a subcontractor outside the European Union, it undertakes to supervise the transfer of the Personal Data and to ensure a sufficient level of protection with regard to the regulations.

Rights of individuals

Data subjects may exercise their rights, as mentioned in Articles 13 to 23 of the GDPR, by writing to the contact address transmitted by the Data Controller. At the Written request of the Data Controller and as far as possible, reasonable and proportionate, the Service Provider will help the Data Controller to answer any request coming from the person concerned. Any costs related to this Service will be agreed in Writing between the Parties.

Security

The Service Provider has put in place sufficient safeguards (appropriate technical and organisational measures) in terms of security to meet the requirements of the regulations and to ensure the protection of persons.

Service Provider's personal data:

The Service Provider acts itself as a Data Controller when collecting the Personal Data of its clients for the purposes of the Services and on the basis of the execution of a contract. This Personal Data is necessary for the management of clients (commercial relations, orders, accounting, etc.). The data is kept in confidence for the duration of the contractual relationship between the Parties. It is possible that these Personal Data may be transferred outside the European Union. In this event, this transfer is governed by measures that ensure an adequate and appropriate level of data protection. Pursuant to the French Data Protection Act of 6 January 1978 as amended and the GDPR, the Client's employees may exercise their right to information, their right of access, rectification, erasure, their right to limit processing, their right to portability, their right of opposition to commercial prospecting, including profiling, their right to opposition for a legitimate reason, their right to file a complaint with the CNIL (French Data Protection Authority) and their right to define guidelines regarding the fate of their Personal Data after their death, by contacting deleque-protection-donnees@highco.com.

11) ANTI-CORRUPTION

Each Party hereby undertakes, for itself and where appropriate, for its employees, officers, subsidiaries and sub-contractors, for whom it vouches, to comply with all applicable laws and regulations on combating corruption and in particular Law No. 2016-1691 of 9 December 2016 on transparency, combating corruption and economic modernisation. Accordingly, each Party undertakes in particular to act in a professional and ethical manner in all its business relations, and in particular:

- a) to refrain from ever soliciting or proposing to one of the other party's employees or managers, or accepting from the latter at any time, directly or indirectly, any offers, promises, gifts or advantages whatsoever for itself or for anyone else (including each party's clients), in exchange for this person performing or refraining from performing an act that is part of their work or function or that is facilitated by their work in violation of their legal, contractual or professional obligations,
- b) never to exert its real or supposed, direct or indirect, influence with a view to obtaining any decision favourable to the other party from a public authority or administration or from a public official.

Furthermore, the co-contractor undertakes:

- a) to read and comply with the Service Provider's anti-corruption code of conduct available at <https://www.highco.com/investors/anti-corruption-compliance/>.

- b) to report without delay any act or event that could be defined as corruption or trading in influence, to the following e-mail address: alerte_highco@nest-avocats.com.

- c) to provide without delay any information enabling the Service Provider to meet its third party assessment obligations such as required under Article 17 of the "Sapin II" Act and, where applicable, to forward within a maximum period of one month following the request made to it by the Service Provider, the duly completed questionnaire forwarded to it beforehand by the Service Provider, and to update it every year and whenever any event occurs concerning it.

It is understood between the Parties, that in the event of the co-contractor failing to comply with the provisions of this article, and/or if the information forwarded by the co-contractor is not satisfactory to the Service Provider in light of the provisions of the "Sapin II" Act, the Service Provider may, by registered letter with acknowledgement of receipt, automatically and without payment of any indemnity, or provision of any notice, terminate all agreements entered into between the Parties and all business relations. The co-contractor will then be considered to be at fault and be at the origin of the termination and this will entitle the Service Provider to take proceedings for compensation.

12) NON-DISCLOSURE

The terms of the Services as well as the operations carried out in this context, the documents, concepts, know-how, commercial methods and, in general, the commercial and technical secrets of the Parties are confidential. The Service Provider and the Client undertake to keep confidential all the information referred to in this article concerning the other party, to which they may have had access during execution of this agreement. They also undertake to impose compliance with this obligation of secrecy on their employees and on any third party intervening in the execution hereof. Unless otherwise agreed in Writing, this confidentiality obligation is valid for a period of three (3) years from the date of disclosure of the confidential information.

13) NON-SOLICITATION

The Client agrees, while the Services are being carried out and for 18 months after they have been completed, not to hire, employ or attempt to hire or employ, or to negotiate the hiring by any third party company or enterprise, any person who is or has been an officer, commercial agent, or employee of the Service Provider, of the HighCo Group, or one of its subsidiaries. In the event of a breach of this Article, the Service Provider, the HighCo group or any of its subsidiaries may claim compensation from the Client for the entirety of its loss, it being specified that such compensation shall in any event not be less than an amount equal to twelve (12) months' net remuneration of the employee concerned.

14) SETTLEMENT OF DISPUTES

These Terms are subject to French law. THE PARTIES SHALL ENDEAVOUR TO SETTLE THEIR DISPUTES AMICABLY. FAILING THIS, PARIS COMMERCIAL COURT SHALL HAVE SOLE JURISDICTION TO SETTLE ANY DISPUTE RELATING TO THE INTERPRETATION OR PERFORMANCE HEREOF.

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