

# HighCoDATA

## PERFORMANCE CONDITIONS SPECIFIC TO DISCOUNT COUPON MANAGEMENT SERVICES (Ref. COUPONS Cspe no. 20260101) Applicable from 01/01/2026

These specific terms and conditions (hereinafter the "Specific Conditions") are intended to set out the terms under which **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"), provides the Client with services relating to the generation of mobile Discount Coupons ("Nifty Coupons") and/or the physical and/or electronic processing of Discount Coupons (hereinafter the "Services"), entrusted to it by the Client and for which reimbursement is requested by the Retailers. Any order for Discount Coupon Processing Services placed by the Client entails express and unreserved acceptance by the Client of these Specific Conditions and the Service Provider's Terms and Conditions of Sale, to the exclusion of all other conditions issued by the Client even if earlier in date, subject to specific conditions expressly accepted by the Service Provider. In the event of any contradictions arising between these Specific Conditions and the Service Provider's Terms and Conditions of Sale, the provisions of these Specific Conditions shall prevail.

### 1) DEFINITIONS

**Discount Coupon:** refers to any immediate discount, valid in one or more retail networks, entitling the consumer to a discount on the purchase of the discounted product with the processing of this operation being entrusted to the Service Provider. This discount is carried either:

- On a Digital Medium (coupon on mobile phone, on the loyalty card, self-scanning etc.) (hereinafter referred to as "**Digital Coupons**").
- Or on a Material Medium bearing the words "ScanCoupon Processing" (On-pack coupon, book of coupons in-store, check-out coupon, etc.) (hereinafter the "**Paper Coupons**").

**Disbursements:** the amounts paid by the Service Provider in the name and on behalf of the Client to retailers (face values, etc.).

**Retailers:** refers to all retailers who accept and offset the Discount Coupons used by consumers in their points of sale and including:

- "Member Retailers" who are Retailers having contractually entrusted to the Service Provider the task of collecting, sorting and processing the Discount Coupons used by consumers in their stores.
- "Non-Member Retailers" who are Retailers having entrusted to another Processing Centre the task of collecting, sorting and processing the Discount Coupons used by consumers in their stores.

**Capping:** maximum number of digital coupons that can be generated for a campaign.

**Processing Centre:** refers to the third-party service provider appointed by the Client, in charge of processing and reimbursing Coupons to Retailers, in the name and on behalf of the Client.

### 2) CONDITIONS FOR THE PERFORMANCE OF MOBILE DISCOUNT COUPON GENERATION SERVICES ("NIFTY COUPONS")

#### HighCo DATA services:

The services provided by HighCo DATA include:

- The generation of mobile Discount Coupons ("Nifty Coupons") with a unique code. These coupons are not distributed by HighCo DATA but by the Client and/or its service providers, except for the distribution of Coupons on the Nifty mini site where this Service has been agreed between the Parties.
- Verification of the eligibility of the Nifty Coupon. For each Nifty Coupon, HIGHCO DATA verifies the uniqueness of the code, the date, the Retailer, and the presence of the product subject to the promotion.
- If the control is validated: HighCo DATA informs the cash register of the Coupon's validity and amount to apply the discount in the point-of-sale system, then renders the coupon unusable.
- If the control is negative: HighCo DATA instructs the cash register to refuse the Coupon.
- Regular communication to the processing centre designated by the Client of coupons validated and accepted at the till, so that the processing centre can reimburse the Retailers.

#### The Service Provider's general obligations

Under no circumstances shall HighCo DATA be held liable:

- In the event that one of the eligible products is not available at an outlet,
- Policies for promotional activities run by the Client or the Retailers, and the performance of the Operations,
- In the event of an error on the EAN codes of the products sent by the Client. Indeed, HighCo DATA merely compares the Nifty Coupons and the EAN codes provided by the Clients with the information transmitted by the Retailers' cash register software publishers.
- Where Retailers accept Nifty Coupons at the cash register that have not been previously validated by HIGHCO NIFTY.

### 3) PERFORMANCE CONDITIONS SPECIFIC TO DISCOUNT COUPON PROCESSING ACTIVITIES

#### Recording Discount Coupons

The Client who entrusts their Discount Coupon processing to the Service Provider undertakes, for each Operation, to email to the Service Provider a form called a "*Coupon Record Sheet*" at least four (4) weeks before starting to distribute the corresponding Discount Coupon and featuring the following mandatory information: Client name, Operation name, Coupon name, Purchase order number (if required by the Client on the invoices issued by the Service Provider), Name of the Retailer(s) where the Coupons are distributed or failing this the words "All retailers", Geographical validity, Face value, VAT rate, Code of the product(s) concerned by the discount and average selling price, Validity period, Quantity issued, Mechanics, Distribution method, Estimated redemption rate, Stamp and signature of the Client and where appropriate, direct marketing dispatch information. The Client may call on a third-party company to forward to the Service Provider the mandatory information for each operation as indicated above. In this case, the transmission procedures and format will be established by mutual agreement between the Service Provider and the third party in a document entitled ("*Specific Coupon Record Medium*"). The Service Provider's liability may not be incurred in the event of failure by the third-party company. The estimated redemption rate mentioned above depends on the Discount Coupon distribution method. The estimated redemption rate cannot be less than the rate indicated in the table in [Appendix 1](#) to these Specific Conditions. Sending or receiving the Coupon Record Sheet or Specific Coupon Record Medium by post or email or any other mutually agreed means of transmission implies a commitment from the Client. Sending or receiving the Coupon Record Sheet or Specific Coupon Record Medium duly filled out with the information on the operation, constitutes a mandate from the Client to the Service Provider, to reimburse Retailers, in the name and on behalf of the Client, the face value amount of Discount Coupons and any other sum defined between the Retailer and the Client, the processing of which is entrusted to the Service Provider. The Service Provider reserves the possibility of refusing to process the Client's Discount Coupons and to reimburse them to the Retailer(s), in particular when such Discount Coupons incur a significant risk of fraud (excessively high face value, unconventional distribution method, insecure distribution medium, etc.) or in the event of a dispute as to the payment by the Client of management expense invoices and/or call for funds invoices and/or Disbursement invoices issued by the Service Provider and/or for any other reasons justified by the Service Provider. In the case of insured operations, the Client undertakes to inform the Service Provider at least 30 days prior to distributing the said Discount Coupons. All the information on the Coupon Record Sheet or Specific Coupon Record Medium is provided by the Client under its sole responsibility. The Service Provider is free of any liability in the event of inaccurate information being provided. The Client acknowledges that it alone is responsible for designing and organising each of the Operations performed as part of the Services, with the Service Provider being responsible solely for material performance of the Services in the conditions set down in these Specific Conditions.

#### Presentation of Discount Coupons

The Client alone is responsible for the presentation, content and encoding of its Discount Coupons. Each of the Client's Discount Coupons must feature at least the following elements:

- A coupon code and a bar code, accompanied by the words "ScanCoupon Processing" provided by the Service Provider for Paper Coupons,
- The face value of the coupon,
- The coupon validity end date,
- Clear and legible validity conditions,
- Geographical scope,
- The name of the Retailer(s) to whom the Discount Coupon is distributed if it is not valid for all retailers,
- The name, address and RCS number of the Client,
- A photo, or the name or brand of the product(s) on offer.

The Client acknowledges it has been forwarded a copy of the good couponing practices recommended by the Service Provider and available in [Appendix 2](#) to these Specific Conditions and that it undertakes to comply with these practices. By entrusting the processing of its Discount Coupons to the Service Provider, the Client automatically entrusts the Service Provider with the task of assigning a coupon code, freely determined by it and under its responsibility, to each of the Client's Discount Coupons intended to be distributed. Each Discount Coupon may also include a direct marketing code. In this case, the Client must provide the length (in particular the number of digital and alphanumeric characters, the control key, etc.) of the marketing code that will be printed. The Client may also add any other information after first informing the Service Provider. In this case, a supplementary services quotation may be drawn up.

#### Coding of Discount Coupons

Depending on the Discount Coupon, the Client must apply the encoding rules in force with the issuer and/or Retailer and choose one of the following means of obtaining coupon codes:

- Either ask the Service Provider for the coupon codes (codes 128) for each Discount Coupon intended to be distributed,
- Or ask GS1 France for EAN 13 coupon codes for each Discount Coupon intended to be distributed,

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- Or entrust a provider with the task of obtaining from the Service Provider (for 128 codes) or from GS1 France (for EAN 13 coupon codes) the codes corresponding to the Discount Coupons intended to be distributed,
- Or entrust the Service Provider with the task of obtaining from a third party the coupon codes corresponding to the Discount Coupons intended to be distributed.

## Discount Coupon Distribution

The Client alone is responsible for distributing its Discount Coupons to consumers and for the distribution method chosen. The Client is responsible for the information it provides to the Service Provider and the Retailer, or provider in charge of issuing the Discount Coupons. It also ensures the Retailer runs special offers as required at points of sale.

## Receipt of Discount Coupons

### Receipt of Paper Coupons for Physical Processing

The Service Provider receives the Paper Coupon packages (hereinafter referred to as the "Paper Coupon Parcels") sent to it by Retailers or other processing centres for Non-Member Retailers. Accordingly, the Service Provider will be released of any liability in case of delay or any problem in routing Paper Coupon Packages.

### Receipt of Paper Coupons for Electronic Processing

With the exception of Nifty Coupons, for which the Service Provider itself generates a data file of mobile Discount Coupons redeemed at the Retailers' cash registers, for all other digital Discount Coupons, the Service Provider receives data files of Discount Coupons redeemed at the cash registers corresponding to transactions carried out by the Retailer (hereinafter the "Electronic Processing Coupon Files"), which are sent to it either by the Retailers' stores having entered into a partnership agreement with the Service Provider or by other processing centres. The Client may call on a third-party company to forward to the Service Provider the Electronic Processing Coupon Files. In this precise case, the procedures and format for forwarding the Electronic Processing Coupon Files will be mutually agreed between the parties. The Service Provider's liability may not be incurred in the event of failure by the third-party company. Accordingly, the Service Provider will be released of any liability in case of delay or any problem in forwarding the Electronic Processing Coupon Files. It is understood that the Service Provider is not responsible for the information contained in the Electronic Processing Coupon Files provided to it by third parties and accordingly is not responsible for any error, omission or other anomaly in this information.

## Discount Coupon Counting

For each Paper Coupon Package and/or Electronic Processing Coupon File thus received, the Service Provider checks and counts the Discount Coupons cleared at the store check-outs and processes these Discount Coupons according to the information indicated on the Coupon Record Sheets forwarded by the Client. The Service Provider checks the following elements to the extent that it has the information required to perform these checks:

- The existence of the coupon code in its computer systems,
- The face value of the coupon,
- The coupon validity end date,
- Geographical validity,
- Store validity,
- False codes corresponding to false Discount Coupons, in the context of the Physical Processing of Paper Coupons.

This list is subject to change and may be supplemented in agreement with the Client. The Service Provider is not bound by an obligation to watch over any non-compliance use of the Discount Coupons carried out by third parties. Any abnormality detected when the Discount Coupon is first redeemed (abnormality on the face value, on the bar code, on the validity date) by the Service Provider responsible for processing the Discount Coupon concerned, will be immediately reported to the Client and the Client must give its instructions to the Service Provider about the said Coupon within a period of 2 business days. Depending on the instructions given by the Client, the Discount Coupon may be subject to a surcharge either in line with the conditions set out in the price schedule mentioned in article 8 of these Specific Performance Conditions for Discount Coupon management services, or based on a specific quotation. Failing a reply by the Client within this time, the said coupon will be reimbursed to Retailers and billed to the Client. If the Service Provider detects a new series of Discount Coupon reprints (in particular with new validity periods), the Service Provider will inform the Client by email and ask it to provide the real number of coupons issued, in order to be in a position to adjust Operation reporting, and issue requests for corresponding Disbursement provisions. If no response is received from the Client within five

(5) business days from the date the alert email is sent out will entitle the Service Provider to increase the quantity of coupons initially issued and communicated by the Client. If the Client's account works with provision requests, this will result in the automatic issuance of a request for a supplementary advance on disbursements.

## Discount Coupon Reimbursement

The Service Provider draws up a breakdown of all Discount Coupons mentioning the following information (hereinafter the "Breakdown"):

For Physically Processed Coupons	For Coupons Processed Electronically
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The Parcel number	The "virtual" parcel number
Date of receipt of the Parcel	The date of receipt of the "virtual coupon package" corresponding to the date of receipt of the Electronic Processing Coupon File
Name of the store that sent the coupons	Name of the store that sent the coupons
The total number of Paper Coupons received (declaration by the store) and their Face Value (declared FV)	The total number of Discount Coupons received (declaration by the store) and their Face Value (declared FV)
The number of valid Paper Coupons the processing of which is entrusted to the Service Provider and their face value (FV of valid coupons)	The number of valid Discount Coupons the processing of which is entrusted to the Service Provider and their face value (FV of valid coupons)
The number of invalid Paper Coupons the processing of which is entrusted to the Service Provider and their face value (FV of invalid coupons)	The number of invalid Discount Coupons the processing of which is entrusted to the Service Provider
The number of Paper Coupons intended for other processing centres (data provided by deduction between the store declarations and the breakdown calculated)	The number of Discount Coupons intended for other processing centres (if this service is requested by the Retailer)

Based on this Breakdown, the Service Provider draws up a payment sheet intended for Retailers and corresponding to the sums due to these Retailers in consideration of the number of Discount Coupons processed and validated by the Service Provider and their face value (hereinafter the "Payment Sheet"). On the basis of this Payment Sheet and subject to the Disbursement Advance Payment referred to in Article 3 of the Terms and Conditions of Service being sufficient, the Service Provider, in the name and on behalf of the Client, sends the corresponding payment to Retailers covering the following for each Discount Coupon:

- The face value shown on the Record Sheet,
- Any other sum agreed between the Retailers and the Client,

The Service Provider systematically asks Retail stores for certain information to enable it to check the identity of the Points of Sale. If the information requested from the point of sale is not forwarded to the Service Provider within the agreed time frame, or if its IBAN BIC is not forwarded, the Service Provider will not process the coupons sent by the said point of sale and will destroy them. Any difficulty, doubt or litigation other than those listed in the article "Discount Coupon Counts" herein, of any kind whatsoever, will be communicated to the Client on the same day the Service Provider becomes aware of this. The Service Provider will then automatically suspend the reimbursement pending clarification or a decision by the Client on the litigation. The Client undertakes to respond to the litigation and indicate the procedure to be followed within fifteen (15) days. Failing a reply by the Client within this time, the Discount Coupons will be reimbursed to Retailers and billed. If the Client indicates within this time limit, that it refuses to reimburse the Discount Coupons concerned, these will not be reimbursed to Retailers and will feature the words "Industrial refusal". These Discount Coupons, and any other Discount Coupons for which reimbursement is refused at the request of the Client, will be billed.

## Return, storage and destruction of Discount Coupons

Paper Coupons subject to Physical Processing, intended for other processing centres, will be sent to the said processing centres. Discount Coupons, subject to Electronic Processing, intended for other processing centres, will be sent to it, when this is provided for in the contract between the Retailer and the Service Provider. The Service Provider undertakes to store all Paper Coupons and/or Electronic Processing Coupon Files the processing of which is entrusted to it for three (3) months after being processed for the Paper Coupons and after being received for electronic files. During the storage period prior to destruction, Paper Coupons will be kept in a locked room set aside for this purpose and fitted out with an alarm. The Service Provider reserves the right to entrust storage to a provider, in these same conditions, and the Client specifically accepts this.

## Sending data

Any specific request to send this data that deviates from a standard transmission (e.g. specific format, specific data, etc.) will be subject to an additional quotation by the Service Provider. As the Service Provider is only obliged to process/scan and send the data as they were received, it cannot be held liable in the event of an error concerning this data.

## Statistics

The redemptions and statistics pertaining to all the Client's Discount Coupons processed by the Service Provider are updated regularly by the Service Provider and can be consulted by the Client using its own confidential code, on the site <https://portail-annonceurs.highco-data.fr/login>. The Service Provider retains redemption and statistical data for 12 months after the validity end date of the coupon on the site.

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## 4) FINANCIAL CONDITIONS SPECIFIC TO MOBILE DISCOUNT COUPON GENERATION SERVICES ("NIFTY COUPONS")

### Remuneration for the Services

The Services are invoiced under the Pricing Conditions agreed between the Parties and/or as indicated on the Quotation. The Service Provider's prices are available on demand in the form of a price schedule. Unless stated otherwise, prices are applicable from 1 January to 31 December of the current year and may be modified by the Service Provider on 1 January of each year. The management expenses include:

- Creation of a fully digital mobile coupon displayed in the iOS or Android Wallet, listing and configuration of the offer, graphic design of the offer, provision of three (3) coupon status templates (valid, used, expired), provision of a URL (or multiple URLs depending on the number of distribution channels) with tracking of the coupon generation source, provision of an automatic redirection landing page, provision of a generic out-of-stock webpage, a package for generating (x) unique coupon codes depending on the selected package, the Nifty Wallet certificate (iOS, Android), and the Nifty Solution licence (including data flows, hosting, maintenance, etc.)
- Listing of the offer on the mini-site
- The capped coupon generation package
- Verification of the eligibility of Coupons and communication of information to the Processing Centre.

## 5) FINANCIAL CONDITIONS SPECIFIC TO DISCOUNT COUPON PROCESSING ACTIVITIES

### Prices

The Service Provider's prices ("Management Expenses") are available on demand in the form of a pricing schedule. Unless stated otherwise, prices are applicable from 1 January to 31 December of the current year and may be modified by the Service Provider on 1 January of each year. The price (see the price schedule) applicable to the Client is determined based on the total volume of Discount Coupons reimbursed to Retailers over the twelve (12) previous months. When first signing on, the Client will be asked for supporting documents showing the volumes processed on its behalf for the previous year. A processing surcharge due in particular to the handling of non-compliant Discount Coupons will be billed to the Client in line with the information communicated to it beforehand. A minimum billing amount will be systematically applied for all management expense invoices that are below the minimum required. The amount of this minimum billing is set out in the Service Provider's price schedule. Any service other than the Discount Coupon Processing service (in particular specific analysis of redemptions, establishing databases, etc.) that the Client wishes to entrust to the Service Provider will be the subject of an additional Quotation.

### Terms of payment of the Management Expenses

Management expense invoices are drawn up every month by the Service Provider based on the effective number of Discount Coupons processed by the Service Provider between the first and last business day of each month and the price applicable to the Client.

### Disbursement payment terms

In order to enable the Service Provider to reimburse Retailers the face value of the Client's Discount Coupons, the Client must make a Disbursement advance payment by cheque or bank transfer for each Operation. If the Service Provider does not hold the advance funds to cover Disbursements relating to each couponing operation of the Client, the Discount Coupons for that operation shall not be processed by the Service Provider, which reserves the right not to reimburse them to the Retailers. The Client must pay the Service Provider, at the latest fifteen (15) days before the start of each Discount Coupon distribution Operation, a Disbursement advance payment corresponding to the request for a provision on Disbursements made by the Service Provider and calculated as follows:

$$\text{Number of Discount Coupons issued} \\ \times \text{estimated redemption rate} \times \text{unit face value}$$

In the course of the Operation, if the Client has a debit balance for Disbursements, the Service Provider will draw up a request for an additional disbursement advance payment. At the Client's specific request, the Service Provider will return any funds from any credit balance for any operations that are closed or completed, subject to there being a global credit balance for the face values of all of the Client's operations as a whole. The Parties may agree on procedures for the payment of Disbursement advances that are different from those provided for in the framework of these Specific Conditions, only in the context of special conditions. In this case, it is understood between the Parties that the special conditions prevail over the Terms and Conditions of Service.

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## APPENDIX 1: MINIMUM REDEMPTION RATE BY DISTRIBUTION METHOD

Distribution method	Minimum redemption rate applicable
In-store events	40%
Out-of-store events	3%
Self-service coupon pack or bag	20%
Letterbox without address	2%
Terminal	10%
Multi-brand chequebook at store entrance	6%
Cross-coupons	3%
Elec/Store card	1%
Elec/Mobile coupon	2%
Elec/Online	30%
Elec/Self-Scanner	1%
Elec/Check-out receipt	1%
Specific distribution (doctor, kit)	5%
Point-of-sale retailer	35%
Gain	30%
Internet: printed by the consumer	15%
Internet: Web coupon printed by consumer	15%
Refund voucher following a cashback offer	20%
Mailing with address	2%
Detachable On-Pack	35%
On/In-pack that applies to next purchase	5%
Press	1%
Brand prospectus	1%
Consumer service	80%
Check-out receipt	10%

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## APPENDIX 2: BEST PRACTICES FOR THE USE OF THE DISCOUNT COUPON



### Legal and mandatory information to ensure a discount coupon is valid at the check-out

1. Amount of the discount.
2. Validity end date.
3. Name, address and RCS number of the issuer.
4. Visual of the product.
5. Procedures for applying discounts: product, clear and legible conditions, geographical limitation, retailer limitation where appropriate.
6. Code and words • ScanCoupon Processing • surrounded by two black rings essential to identify the processing centre authorised to process the coupon and facilitate scanning at the check-out.

### Structure of the HighCo Data code

#### The HighCo Data code has a graphic layout that can be easily recognised and handled by check-out staff.

The HighCo Data code comprises 13 digits.

- The bar code is a 128 code.
- It includes the encrypted face value.
- The code and words • ScanCoupon Processing • surrounded by two black rings remain essential to identify the processing centre authorised to process the coupon. The HighCo Data code can be concatenated with an MD code (consumer identifier digital code) for your direct marketing campaigns.

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