

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Applicable from 01/01/2023

These general terms and conditions of purchase (hereafter referred to as the "Terms and Conditions" or "GTCP") apply to all orders for products and/or services placed by **HIGHCO DATA**, a simplified joint stock company with capital of €636,966, with head office in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence Register of Trade and Companies) (hereafter referred to as the "Client"), to the exclusion of the general terms and conditions of sale of the supplier and without prejudice to any specific terms and conditions agreed in writing between the Parties. The Client may amend the GTCP at any time, it being understood that the new version of the GTCP only applies to new orders placed by the Client.

### 1) ORDER

**1.1** In order to be valid, all orders must be covered by a written order issued by the Client, which may take the form of an email or a written purchase order (hereafter referred to as the "Purchase Order") signed by an authorised representative of the Client.

**1.2** The supplier has a period of 48 hours to accept or decline the order. If the supplier does not accept the order within this period, the order is null and void, it being understood that confirmation of receipt of the order without reservations and/or the start of the fulfilment of the order by the supplier constitutes tacit acceptance.

**1.3** All orders placed by the Client may be amended or cancelled by the Client before acceptance from the supplier. Following acceptance, the supplier undertakes to consider in good faith any request by the Client relating to the cancellation (total or partial) or amendment of the order, stating the financial consequences of this decision, it being understood that in such an event, the supplier may only claim compensation for costs actually incurred, which it undertakes to prove on request by the Client. Furthermore, if additional purchases not provided for in the initial order should become necessary for the satisfactory performance of the service, the supplier is solely responsible for the cost thereof, unless otherwise expressly stipulated.

### 2) RELATIONSHIP BETWEEN THE CLIENT AND THE SUPPLIER

**2.1** There is no partnership between the Client and the supplier, which are independent legal entities. Furthermore, no subordinate relationship exists between them, and the supplier is free to organise its activities as it sees fit, without prejudice to Clause 8 below.

**2.2** Unless otherwise expressly stated and confirmed by the Parties, the supplier is not authorised to make any undertakings to third parties in the name of and/or on behalf of the Client, in any respect or for any purpose whatsoever. It will therefore strive to avoid any confusion in this regard in its dealings with third parties, particularly the clients and other suppliers of the Client. If the supplier operates on a freelance basis, the Client may however provide it with business cards and/or an email address in order to facilitate the provision of its services. In this case, the supplier undertakes not to use them in any way outside this framework. The supplier is not granted exclusivity with respect to its products or services.

**2.3** The supplier undertakes not to assign or transfer to a third party all or any of its rights and obligations pursuant to an order without the prior written agreement of the Client.

### 3) SUPPLIER'S OBLIGATIONS

**3.1** The supplier undertakes to comply with all of the provisions of the Purchase Order, including any attachments thereto (brief, statement of need, specifications, QAP, SLA, etc.), particularly, but not exclusively, with respect to deadlines, product characteristics (dimensions, size, composition, colour, etc.), quantities, labelling, packaging, shipping method, delivery address, delivery times and procedures, service content and performance procedures, technical constraints (format, transmission method, etc.) and, if applicable, the non-contradictory stipulations of its commercial proposal. The supplier guarantees, for a period of two years from receipt of the products, the compliance of the products with the sample approved, if applicable, by the Client (hereafter referred to as the "Sample"), and the supplier is obliged to carry out strict quality and compliance control before shipping. It also guarantees that its products and services comply with the applicable French regulations. It is subject to an obligation to achieve a result in these various respects.

**3.2** The supplier undertakes to inform the Client of any change to the specifications, manufacturing processes or sources of supply in a timely manner. These changes shall be accepted in advance by the Client. If it does not accept them, the Client reserves the right to cancel and/or amend the order, at no cost and without payment of any indemnity.

**3.3** If the Client gives the supplier access to its premises and/or to goods for the purposes of providing services, it undertakes to use them within this framework only and to comply with the health and safety rules in force on said premises.

**3.4** The documents relating to the products delivered, particularly technical documentation and user manuals, shall be written in French.

**3.5** When the services require the approval of visuals, the supplier shall submit a final draft and/or a press proof document to the Client, which shall be expressly accepted by the Client before completion of the order. If final drafts and/or press proof documents are not issued, the Client may legitimately dispute the compliance with the order of the Services provided by the supplier. The signing of the final draft and/or press proof document does not release the supplier from its liability in the event of any obvious mistake and/or obvious breach of its obligation to give advice.

**3.6** The supplier undertakes not to subcontract all or any of the services ordered without the prior written agreement of the Client. It remains, under all circumstances, solely and fully liable to the Client for the supply of said services in accordance with the GTCP.

**3.7** The supplier undertakes to inform the Client immediately of any event that might affect the fulfilment of its obligations. It also undertakes to send the Client an inventory of the products in stock manufactured at its request.

**3.8** The Client may inspect, or have inspected by any third party of its choosing (excluding the supplier's competitors), the supplier's facilities (and/or the facilities of any subcontractors, from whom the supplier undertakes to obtain agreement to this end), and the supplier undertakes to give access to its premises, in order to check that it is fulfilling its obligations.

**3.9** The Supplier acknowledges and agrees that the Client may choose to use the services of an external organization of its choice (trusted third party) for the purpose of collecting the documents and periodic information mentioned and carrying out the necessary verifications. In this regard, the Supplier undertakes to sign up for an account with the external organization that may be chosen by the Client at any time during the term of the Contract, and to provide the Client with all the documents and information required in accordance with the applicable legal and regulatory provisions on the correct date through this outsourced platform.

### 4) DELIVERY, TRANSPORT, COMPLIANCE AND PENALTIES

**4.1** The order number shall be stated on the delivery notes, it being understood that any acceptance thereof does not exclude the application of the penalties set out below.

**4.2** The supplier undertakes to protect, store and pack the products covered by the order. The packaging used for the delivery of the products shall comply with the legislation in force in Europe and with any specifications given on the order, and shall be suitable for the products concerned, the transport methods and conditions and the safety standards in force in the country in question. The supplier will be responsible for damages resulting from defects due to inadequate packaging. The supplier shall strive to reduce the packaging of its products in order to optimise the packing relating to the products. To this end, it shall give priority to the use of recycled raw materials, and contribute to the development of recycling.

**4.3** The products shall be transported and stored in accordance with the Client's instructions on the order and European legislation, in appropriate conditions depending on the nature of the products, and in accordance with the safety standards in force, and particularly the ADR regulations, if applicable. Unless specified on the order, the products will be shipped free of charge by French suppliers and Incoterms DDP will be applied by foreign suppliers. In the event of delivery on the Client's behalf to an address other than the Client's address, the supplier will send the Client the delivery note duly signed by the recipient.

**4.4** All deliveries of goods shall be made during the opening hours of the receiving department, to the location(s) designated by the order and according to the delivery procedures supplied by the Client. The Client reserves the right to refuse part deliveries. The signing of the transport documents without reservations does not constitute acceptance of the delivered products. The Client has a period of 30 days from delivery to examine the products and dispute the compliance thereof if applicable. Similarly, the transfer to a third party or putting online of the elements produced by the supplier does not constitute acceptance of the corresponding services. For IT services, tacit acceptance is expressly excluded, notwithstanding the use of the deliverable.

**4.5** If a product does not comply with the Purchase Order and/or the Sample, the supplier is obliged, at the Client's discretion, (i) to collect it (from any location) and replace it with a compliant product within a maximum of 10 working days, at its own expense and risk, without prejudice to the penalties for delay set out below, or (ii) to collect it (from any location) within a maximum of 10 working days, at its own expense and risk, issue a credit note and reimburse the Client for the price of the product, without prejudice to any damages. After 10 working days, the Client may destroy the product at the supplier's expense. The supplier undertakes not to sell the non-compliant products, unless agreed in advance in writing by the Client.

**4.6** For products, transfer of ownership occurs when they are ascertained in the supplier's stock and transfer of risks occurs on delivery.

**4.7** If it fails to meet the deadlines, unless in the event of force majeure, the supplier is liable for penalties equal to 1% of the amount excluding tax of the order per working day of delay, capped at 30% of said amount, without prejudice to any damages (particularly expenses or penalties for which the Client is invoiced by its own clients as a result of said delay) or to the Client's right to cancel the corresponding order.

## 5) FINANCIAL CONDITIONS

**5.1** The price of the products and/or services is specified on the Purchase Order. Unless otherwise stipulated, this price is inclusive of all taxes, firm and fixed. It is understood to include all costs and taxes (packaging, transport, customs clearance, unloading, insurance, duties and taxes). Only the quantities actually delivered may be invoiced.

**5.2** The supplier's invoices must be sent in two copies to [facture\\_highco-data@highco.fr](mailto:facture_highco-data@highco.fr) and include all the mandatory legal mentions as well as the Purchase Order number. Any invoice that does not comply with this requirement cannot be considered.

If the supplier comes under the social security arrangements for artists and authors (AGESSA or Maison des artistes), the invoice shall contain their social security number and membership number of the relevant body, and be accompanied by a certificate from the relevant body relating to social security deductions, together with a certificate of provision of a social security return issued by the social protection body responsible for collection. It shall state that it relates to an assignment of rights.

If the supplier comes under the arrangements for performers, the invoice shall state that it relates to neighbouring rights for the portion of their remuneration that exceeds the wage portion.

**5.3** The supplier's invoices are payable 45 days from the end of the month in which they are issued. The Client may offset against these invoices any amount owed to it by the supplier, for any reason.

In the event of late payment, penalties will be payable at a rate equal to three times the legal interest rate in force, in accordance with article L.441-10 of the French Commercial Code.

## 6) CONFIDENTIALITY AND FAIR DEALING

**6.1** The supplier undertakes to maintain strict confidentiality with respect to third parties regarding the conditions of their intervention, together with information of any kind to which it has had access in the context of its relationship with the Client and relating to the Client (particularly, but not exclusively, its structure, directors, business methods, projects, clients, etc.). It guarantees that its employees and any subcontractors will make the same undertaking.

**6.2** The supplier also undertakes not to express a negative opinion of the Client or their relationship to third parties.

**6.3** These undertakings will remain in effect for a period of 5 years after the cessation, for whatever reason, of the relationship.

## 7) NON-COMPETE CLAUSE

The supplier undertakes not to work directly or indirectly with the Client's clients outside the framework of its relationship with the Client, nor to contribute to a proposal that competes with the Client's proposal in the context of an invitation to tender, both during their relationship and for a period of one year from the cessation thereof, for any reason. It guarantees that its employees and any subcontractors used within the framework of its relationship with the Client will make the same undertaking.

## 8) INTELLECTUAL PROPERTY

**8.1** When the provision of services includes the creation of protectable works (hereafter referred to as the "Works"), the supplier exclusively and transferably assigns to the Client, as and when they are created, all of the rights of use relating to the Works, worldwide and for the entire duration of the intellectual property right and any extensions thereto. The consideration for this assignment is included in the price of the services. The corporeal ownership of the media is transferred free of charge to the Client when they are handed over.

The supplier guarantees the Client quiet enjoyment of the rights assigned in this way. It guarantees it against the consequences of any action taken by a third party on the grounds of infringement of their rights due to the use of these rights.

The following are assigned, unless otherwise stipulated on the Purchase Order:

- The right to reproduce all or part of the Works on any physical or electronic medium (particularly, but not limited to, posters, prospectuses, POS displays, packaging, merchandising, press, mail shots, email shots, DVDs, hard disks), in unlimited quantities.
- The right to perform all or part of the Works using any media or communications method (particularly, but not exclusively, electronic communication networks including social media, mobile, TV, satellite, cable, VOD, SVOD, replay, cinema, exhibitions, events), for streaming and/or downloads.
- The right to adapt, modify and translate all or part of the Works into any language or any format.
- The right to put the Works on the market if they are software, it being understood that the supplier undertakes to give the Client all of the source codes and relating documentation.

**8.2** With respect to its moral right, the supplier authorises all of the envisaged uses and acknowledges that the advertising use of the Works does not permit the exercising of the right to claim authorship. It guarantees that it will, if applicable, obtain such authorisation and such acknowledgement from the co-author(s) of the Works.

**8.3** The Client is the sole holder of the intellectual property rights relating, if applicable, to the products manufactured at its request and/or the information and documents sent to the supplier to this end. It alone may engage in processes worldwide with a view to obtaining an industrial property title for these elements, and the supplier undertakes not to engage in such processes or contribute thereto on its own behalf or on behalf of third parties.

**8.4** Unless authorised in advance in writing by the Client, the supplier undertakes not to cite the Client and/or its clients as a commercial reference and/or to reproduce or perform the Works for the purposes of demonstrating or promoting its activities. These undertakings will remain in effect after the cessation, for any reason, of the relationship between the Client and the supplier.

**8.5** In the event that the Client gives the supplier access to its databases, the supplier expressly acknowledges that such access will not give it any rights to these databases or to the data that they contain, even if it contributed to the collection of the data or the enrichment of the databases. In any event, it undertakes not to carry out any data extraction without prior written authorisation from the Client.

## 9) INSURANCE, LIABILITY AND SOCIAL SECURITY REQUIREMENTS

**9.1** The supplier declares and guarantees that it has taken out an insurance policy with a company known to be solvent, covering the financial consequences of its professional liability for all material and non-material damage, consequential or otherwise, caused to people or property. It undertakes to provide proof thereof at the Client's first request, together with proof of payment of the corresponding premiums. The statement of the amounts covered in the insurance policy may not constitute any limitation of the supplier's liability.

**9.2** The supplier shall compensate the Client for any material or non-material, direct or indirect damage, consequential or otherwise, resulting from any failure to fulfil its obligations.

**9.3** The supplier hereby certifies that it performs the Purchase Orders with staff employed in accordance with the provisions of the French Labour Code and in particular that it oversees its employees and meets all of its commitments relating to labour legislation with respect to items such as wages, social security contributions, etc. It particularly undertakes not to use forced or compulsory labour or to employ individuals below the required minimum age as set forth in the Fundamental Conventions of the International Labour Organization. Furthermore, in accordance with the legislative and regulatory provisions on undeclared labour, the supplier undertakes to send the Client the following documents prior to the performance of a Purchase Order and every 6 months thereafter:

- A certificate of provision of social security returns and payment of social security charges and contributions as set forth in article L. 243-15 of the French Social Security Code, issued by the social protection body responsible for collecting the charges and contributions.
- A company registration certificate (extrait Kbis) less than three months old.
- Certification that the Purchase Order will be performed by lawfully employed employees within the meaning of articles L.1221-13, L.1221-15, L.1221-10 and L.3243-1, L.3243-2, L.3243-4 of the French Labour Code.

If the supplier operating in France is foreign, it undertakes to comply with articles L.8222-4 and D.8222-7 of the French Labour Code and undertakes to send the Client the following documents:

- A document stating its individual identification number allocated pursuant to article 286b of the French General Tax Code. If the supplier is not obliged to have such a number, a document stating its identity and address or, if applicable, the contact details of its ad hoc tax representative in France.
- A document certifying compliance regarding social security contributions in light of Regulation (EC) No 833/2004 of 29 April 2004 or an international social security convention and, where provided for by the legislation of the country of domicile, a document issued by the body that manages the mandatory social security system stating that it is up to date with its social security returns and the payment of the related charges, or an equivalent document or, failing this, a certificate of provision of social security returns and payment of social security charges and contributions as set forth in article L.243-15 of the French Social Security Code. In the latter case, it shall ascertain the authenticity of this certificate with the body responsible for collecting the social security charges and contributions.

The supplier undertakes to comply with the Client's Responsible Purchasing Charter, and acknowledges that it is acquainted with said Charter.

## 10) FORCE MAJEURE

The Parties cannot be held liable in the event of the occurrence of a case of force majeure as defined by Article 1218 of the Civil Code. The Party impacted in the performance of its obligations by the occurrence of an event of force majeure must immediately inform the other Party of the occurrence of said event of force majeure. The Parties will then endeavor to take all necessary measures to mitigate the consequences of such event and the timeframes for the performance of the Services will be extended for the duration of such events, and must be executed spontaneously upon their cessation. However, if the event persists beyond a period of thirty (30) days, the affected Party shall have the right to give notice of termination, without compensation and without any other formality.

## 11) PERSONAL DATA

### 11.1 Client's personal data

This clause applies in cases where the supplier is required to process personal data on behalf of the Client. The purpose of the clause is to define the conditions under which the supplier, as a "subcontractor", undertakes to perform on behalf of the Client (directly or on behalf of the Client's clients), hereafter referred to as the "Data Controller", processing operations on personal data (hereafter referred to as "Personal Data"). The supplier uses Personal Data only to the extent strictly necessary for performance of its Services. Therefore, and unless expressly agreed by the Data Controller, it undertakes not to communicate such Personal Data to third parties.

#### a/ Applicable Laws

The supplier undertakes, in accordance with law no. 78-17 of 6 January 1978 as amended relating to Data Processing, Data Files and Individual Liberties (the French Data Protection Act) 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 supplier complies with the instructions of the Data Controller and they define the processing procedures together.

#### b/ Purpose of the processing of Personal Data

The supplier only processes Personal Data for specified, explicit and legitimate purposes. It also undertakes to process Personal Data in accordance with the instructions given by the Data Controller.

#### c/ Retention period

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

#### d/ Subcontracting

The supplier may only call upon another subcontractor (hereafter referred to as the "sub-processor") to carry out specific processing activities with the express prior agreement of the Data Controller. If such agreement is obtained, the supplier undertakes to call upon a sub-processor that provides sufficient guarantees regarding the implementation of appropriate technical and organisational measures. Where the supplier has recourse to a sub-processor outside the European Union, it undertakes to supervise the transfer of Personal Data and to ensure a sufficient level of protection with regard to the regulations.

#### e/ Rights of persons

Data subjects may exercise their rights, as mentioned in articles 13 to 23 of the GDPR, by writing to the contact address given by the Data Controller or its client. The supplier undertakes to assist the Data Controller as soon as possible to respond to any request made by a data subject.

#### f/ Security

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

### 11.2 Supplier's personal data

The supplier acts itself as a Data Controller when collecting and processing the Personal Data of its employees or of the Client's partners 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 the supplier's clients (business relationship, orders, accounting, etc.). The data is kept in confidence for the duration of the contractual relationship between the Parties. It is possible that this Personal Data may be transferred outside the European Union. In this case, this transfer is governed by measures that ensure a sufficient 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 and partners may exercise their right to information, their right of access, rectification, erasure, their right to restrict processing, their right to portability, their right to object to direct marketing, including profiling, their right to object 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 the supplier by any method.

## 12) ANTI-CORRUPTION

Each party hereby undertakes, on its own behalf and, where appropriate, on behalf of its employees, officers, subsidiaries and subcontractors, for whom it vouches, to comply with all applicable laws and regulations on combating corruption and in particular French Act No. 2016-1691 of 9 December 2016 on transparency, combating corruption and economic modernisation. Accordingly, each party undertakes in particular to act in an ethical and professional manner in all its business relationships and in particular:

a) to never solicit or propose to one of the other party's employees or directors, or accept from said employees or directors, 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 professional activity or function or that is facilitated by their activity in breach of their legal, contractual or professional obligations,

b) to never exert its real or supposed, direct or indirect, influence with a view to obtaining from a public authority or administration or from a public official, any decision favourable to the other party.

Furthermore, the supplier undertakes:

a) to comply with the Client's anti-corruption code of conduct, with which it acknowledges that it is acquainted and which can be consulted at <https://www.highco.com/investisseurs/anticorruption-conformite/>

b) to report without delay any act or event that could be qualified as corruption or trading in influence, to the email address [alerte\\_highco@nest-avocats.com](mailto:alerte_highco@nest-avocats.com)

c) to return without delay the duly completed questionnaire provided by the Client and to update it every year and on the occurrence of any event concerning it.

In the event that the supplier fails to comply with the provisions of this clause, the Client may, by registered letter with acknowledgement of receipt, automatically and without payment of any indemnity, or provision of any notice or prior notification, terminate all agreements entered into between the Parties and all business relations. The termination will then be considered to be attributable to the co-contractor and this will entitle the Client to take proceedings for damages.

## 13) TERMINATION

**13.1** If the Client's client cancels an operation, the Client may terminate the corresponding order immediately and automatically. The Client will then owe the supplier a sum corresponding to the price of the products delivered and/or the services provided to date, on presentation of proof and to the exclusion of any other sum or compensation.

**13.2** If either of the parties fails to fulfil any one of its contractual obligations, and to rectify this within a period of one month following notice to perform issued by the other party, said party may terminate the corresponding order immediately and automatically, without prejudice to any damages. As an exception to the above, if the supplier fails to fulfil an obligation to achieve a result or a negative obligation, the Client may terminate the corresponding order immediately and automatically and end its relationship with the supplier, without prejudice to any damages.

**13.3** On cessation of its relationship with the Client, for any reason whatsoever, the supplier undertakes to return to it without delay all of the elements given to it within the framework of their relationship, without retaining any copies thereof, and to provide a certificate from its legal representative in this respect at the Client's request.

## 14) NON-SOLICITATION

The supplier undertakes, for the entire duration of the relationship between the parties and for 6 months after it has ceased, 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 during the last twelve (12) months), a director, commercial agent or employee of the Client, of the HighCo Group, or of one of its subsidiaries. In the event of the breach of this clause, the Client, the HighCo Group or one of its subsidiaries may claim from the supplier fixed compensation equal to twelve (12) months of the net pay of the employee concerned, as a penalty clause.

## 15) APPLICABLE LAW AND JURISDICTION

The relationship between the Client and the supplier is subject to French law, to the exclusion of the provisions of the United Nations Convention on contracts for the international sale of goods. IN THE EVENT OF A DISPUTE RELATING TO THIS RELATIONSHIP, REGARDLESS OF THE NATURE OR SUBJECT THEREOF, PARTICULARLY RELATING TO THE FULFILMENT OF A PURCHASE ORDER, SOLE JURISDICTION IS EXPRESSLY ASSIGNED TO THE COURTS OF PARIS.