

**TERMS AND CONDITIONS OF SERVICE**  
Applicable from 18/11/2022

These Terms and Conditions of Service (hereinafter the "Conditions") are intended to govern any service of any kind (hereinafter the "Services") performed by **HIGHCO DATA SAS** - Société par Actions Simplifiée - with a capital of €636,966, whose head office is in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence RCS) (hereinafter the "Service Provider"), for the Customer. Any order for Services placed by the Customer implies the express and unreserved acceptance by the Customer of these Conditions along with any Specific Conditions applicable depending on the Service Provider's Activities (which can be consulted by clicking on the links below), to the exclusion of any other conditions issued by the Customer even if earlier in date, subject to the special conditions specifically 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 contradictions arising between these Terms and Conditions of Service and the Service Provider's Specific Conditions, the provisions of the Specific Conditions shall prevail.

**1) DEFINITIONS**

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

- Operational marketing consultancy,
- Physical and dematerialised processing of Discount Coupons,
- Managing Promotional Offers, ▪ Creation, printing and manufacture, ▪ Logistics.
- IT services.

**Price conditions:** price schedule applicable for a given period or the tariffs mentioned in the Quotation.

**Specific Conditions:** specific conditions applicable to the different Activities of the Service Provider and which can be consulted by clicking on the links below:

- Conditions specific to Physical and dematerialised Discount Coupon processing services  
<https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Coupons-2020-ENG.pdf>
- Conditions specific to Managing Promotional Offers <https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Promo-20210910-ENG.pdf>
- Conditions specific to Creation and Printing services <https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Print-et-fab-2020-ENG.pdf>
- Conditions specific to Logistics and/or Transportation services <https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Log-2020-ENG.pdf>
- Conditions specific to IT services <https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Informatique-2020-ENG.pdf>

**Disbursements:** sums paid by the Service Provider in the name and on behalf of the Customer to consumers and/or retailers such as face values, handling allowances, carriage costs where appropriate, etc.

**Quotation:** the details and price of the Services offered and itemised by the Service Provider to the Customer.

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

**Services:** the various Services which will be carried out by the Service Provider in the course of its Activities.

**Operations:** any promotional marketing campaigns such as games, reimbursement offer, couponing campaigns, etc. relating to the Service Provider's Activities.

**Deliverables:** all the items, regardless of the type, that must be submitted by the Service Provider to the Customer for the purpose of performing the Services.

**2) SERVICE PERFORMANCE CONDITIONS**

Any new Customer wishing to entrust a Service to the Service Provider for the first time, must apply to have an account opened with the Service Provider and must fill out a Customer Identification Form providing all the information and documents requested. Prior to launching any Services, the Customer forwards to the Service Provider the information concerning the Operation(s) it wishes to entrust to the Service Provider. Based on this information the Service Provider will send the Customer a business proposal that must be accepted by the Customer according to the Service performance procedures specific to the Service Provider's Activities such as described in the Specific Conditions.

**Acceptance of the Quotation**

Any order for Services will result in the Service Provider drawing up a commercial proposal based on the information forwarded by the Customer and valid for one (1) month from the date it is sent to the Customer (hereinafter the "Quotation"). Acceptance by the Customer 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 Customer undertakes to provide, under its sole responsibility, to the Service Provider, all information or documents required to perform the Services. It is up to the Customer to check that the Quotation meets its needs.

**Additional services - changes**

Any Additional Services, not included in the Initial Quotation, as well as any changes requested by the Customer in respect of the initial Quotation, will be set down in a supplementary Quotation, indicating in particular the Service Provider's

supplementary payments, which must be accepted by the Customer, under the above conditions, before any Services can be provided. In any case, the Service Provider reserves the right to refuse certain Customer requests, in particular for technical or legal reasons.

**Cancellation**

In the event of the Customer partially or totally abandoning, cancelling or interrupting one or more Services ordered, the Customer remains obliged to pay to the Service Provider the amount of the payment set down in the Quotation and/or agreed in Writing between the Parties and pertaining to the Services concerned, and the Customer guarantees the Service Provider against any claims from third parties arising out of this cancellation. The Customer is released from its obligations towards the Service Provider only after payment of the total amount indicated 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 said obligation has been served on the Party concerned by registered letter with acknowledgement of receipt and which has remained without effect.

**3) FINANCIAL CONDITIONS**

**Payment for the Services**

The Services are billed at the Price Conditions agreed between the Parties and/or such as indicated in the Quotation and in line with the procedures specific to the different Activities of the Service Provider, such as described in the Specific conditions.

**Settlement**

Unless provided otherwise in the Quotation and in the conditions specific to the different Activities of the Service Provider, invoices issued by the Service Provider are payable 30 days from the date of invoice as of their issue, without any rebate or reduction applicable and without discount in case of advance payment. In the event of a change in the Customer'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 Customer 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 Customer 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 Customer 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 Customer. In the event of non-payment on the due date, the Service Provider may proceed to offset any payments that it owes to the Customer against the amount due to it by the Customer. The Service Provider reserves the right to terminate the Services fifteen (15) days after formal notice to pay served on the Customer 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. Where the Customer owes several payments to the Service Provider, it is agreed that payments will be made against the oldest debts. Accordingly, the Customer expressly waives the provisions of Article 1342-10 of the Civil Code.

**Disbursement Advance Payment**

In the case of Discount coupon processing Services and/or Managing Promotional Offers, requiring a Disbursement Advance Payment, and unless specifically agreed otherwise between the Parties, the Customer undertakes to pay the Service Provider an advance payment prior to each Operation to enable the Service Provider to reimburse Disbursements made to beneficiaries of the reimbursements (retailers or consumers).

The conditions in which the Customer will pay a Disbursement Advance Payment to the Service Provider are detailed in the specific conditions below with respect to the following Services:

- Physical and dematerialised processing of Discount Coupons  
<https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Coupons-2020-ENG.pdf>
- Managing Promotional Offers <https://www.highco-data.fr/app/uploads/2026/05/CONDITIONS-SPE-HCD-Promo-20210910-ENG.pdf>

In any case, and without prejudice to the Service Provider's other rights, the Service Provider reserves the right, in the absence of sufficient funds for Disbursements, to refrain from making refunds, without its liability being incurred in any manner whatsoever with respect to this. At the end of the Operation, unless agreed otherwise between the Parties, the Service Provider will return any credit balance at the request of the Customer, subject to full payment by the Customer of all invoices payable 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 procedures in the Quotation and/or any Written document agreed between the

Parties, and in compliance 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 that comply with the Quotation and/or with any document in Writing agreed between the Parties. Under its general advisory obligation, the Provider will make its best efforts to inform, advise and warn the Customer about the Services and decisions relating to performance of the Services that the Customer 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 Customer or any third party designated by it, as well as their consequences, whether direct or indirect. The Service Provider's liability cannot be incurred in case of failure by the Customer 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 Customer 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 Customer. 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 Service Provider's contractual liability cannot be incurred, which the Customer acknowledges and accepts.

#### **The Customer's general obligations**

Prior to and in the course of performing the Services, the Customer undertakes to make available to the Service Provider all the information and documents in its possession that the Service Provider may need to perform the Services, the hardware and software required to input information and tests or trials and to comply with the deadlines validated in Writing by the Parties. Any delay by the Customer in relation to the deadlines agreed between the Parties will result in a corresponding postponement of the following actions by the Service Provider. The Customer 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 Customer undertakes to provide material conditions to the Service Provider that facilitate the performance of the Services when they are carried out on the Customer's premises. It will also put the Service Provider in contact with its staff members whose skills will be useful in performing the Services. Without prejudice to the Service Provider's obligation to provide advice, the Customer is also responsible for designing, selecting and organising each of its operations performed as part of the Services, and for compliance with the regulations applicable to its business activity. The Customer guarantees the Service Provider against all amicable or contentious claims from third parties, based, directly or indirectly, on the breach by the Customer of one or more obligations incumbent on it under this Agreement, on the information and documents that the Customer has provided to the Service Provider to perform the Services, on failure to comply with laws and regulations applicable to its business activities. The Customer 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 Customer defining the terms and conditions for use of these Services. The Service Provider is not liable to the Customer for claims brought by third parties based on use by the Customer 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 Customer 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. With respect to this, the Customer guarantees the Service Provider 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 Customer 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 Customer entrusts the Service Provider with exclusive responsibility for performing the Services detailed in the Quotation for the entire duration of said Services.

#### **Legal lien**

The Customer specifically acknowledges that HighCo Data has a conventional legal lien that is a possessory lien giving it general and permanent priority over all goods, valuables and documents in its possession, and this as a guarantee for all receivables (invoices, interest, expenses incurred, etc...) held by HighCo DATA on the Customer, even those prior or not related to the Operations performed with respect to the goods, valuables and documents that are effectively held by HighCo DATA.

#### **Retention of title**

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 Customer.

#### **5) LIABILITY**

The Service Provider is responsible for direct losses caused by it to the Customer through failure by it to comply with the obligations incumbent on it under this document. The proven liability of the Service Provider is specifically limited to direct damages suffered by the Customer to the exclusion of all indirect damages such as, in particular and without limitation, loss of opportunity, loss of revenue, operating loss, commercial loss, reputational harm, etc. In any event, should the Service Provider be held liable, it may be liable to pay the Customer compensation

as reparation for the damage up to the total annual amount of payments due by the Customer to the Service Provider in consideration of the Services, whether these payments have already been billed or not or paid or not (hereinafter the "Total Payment Amount"). This Total Payment Amount will be equal to the Service Provider's payment for the last 12 full months of collaboration prior to the month in which the loss occurs. It is specifically agreed between the Parties (i) that the following are excluded from the Total Payment Amount: face value amounts reimbursed or to be reimbursed to retailers and/or consumers and (ii) that the amount of this compensation may in no case exceed the compensation amounts stipulated in the Service Provider's civil liability insurance policy for each type of prejudice suffered. The Customer is exclusively and in all eventualities responsible for compliance with regulations that apply to its activities, to its products and/or services, as well as the information and data forwarded to the Service Provider. It guarantees the Service Provider against any recourse by third parties on these grounds.

#### **6) FORCE MAJEURE**

The Service Provider cannot be held liable in cases of the 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 including in particular failure of the public electricity distribution grid, industrial action 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 impacted in the performance of its obligations by the occurrence of a case of force majeure must immediately inform the other party of the occurrence of the said case of force majeure. The Parties will then endeavour to take any measures required to mitigate the consequences of this event and the timeframes for 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 one (1) month, the Services may be terminated by the most diligent Party, without any compensation being due by either Party on these grounds. In case of partial completion of the Service, the occurrence of the events above does not release the Customer from payment of its order in proportion to the service actually performed.

#### **7) INSURANCE**

The Service Provider declares that it is the holder of a civil liability insurance policy taken out with a reputedly solvent insurance company and covering the financial consequences of its liability for any losses it may cause to the Customer or to third parties in the course of performing its Services. Each Party shall bear the cost of 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) SUB-CONTRACTING:**

For the implementation of the Services it is understood that the Service Provider will be able to call on any sub-contractor of its choice. The Service Provider is responsible for its choice of sub-contractors and shall vouch for their skills.

#### **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 Customer 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 Estimate drawn up for the Services or in a separate estimate. Failing this, no rights are assigned. It is specified between the Parties that if the Customer were to entrust to the Service Provider IT services involving the provision by the Service Provider of its IT platform on a white label basis for the distribution, registration and follow-up of participations in promotional operations (reimbursement offers and Games) (hereinafter referred to as the "Platform") and/or the development of websites and/or mobile applications for consumers, or any other Ad hoc development (hereinafter referred to as the "Sites and Applications"), these Deliverables will remain the property of the Service Provider, who hereby grants to the Customer a right to use and operate the said Deliverables for the entire duration of the Operation concerned.

##### **The Customer's intellectual property elements**

The Customer specifically authorises the Service Provider to use any intellectual property element, and in particular brands, drawings and models, and any of the Customer's other distinctive signs required to be used by the Service Provider in the course of providing the Service. The Customer guarantees the Service Provider against any claims by third parties on these grounds. The Service Provider and the Retailers are not required to carry out any checks or other actions with respect to this.

##### **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 Customer 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 Customer of the amount and limit of the rights acquired. **Intellectual property guarantee**

a) As regards commercial trade marks: 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 Customer and will guarantee the Customer 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 Customer as soon as possible the result of searches on names and slogans, and any distinctive sign in general. The Customer will, if it deems it necessary, then make it its personal

business to conduct more in-depth searches (search by similarity - search extended to territories other than France and the European Union, not covered by the INPI brand base) and analyses of its searches as well as enter consultations with lawyers to ensure control of the availability of names and slogans proposed by the Service Provider, without the Customer's decision releasing the Service Provider of its guarantee obligation as defined above, which remains fully applicable.

b) As regards intellectual property rights and unfair competition: the Service Provider guarantees the Customer 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](http://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 Customer 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 Customer. In case of refusal of the Customer to resort to such analysis, the Service Provider's liability may not be incurred in case of third party claims.

#### **Commercial reference**

Unless specifically refused by the Customer, the Service Provider reserves the right to use the Customer's name, the visuals and description of the Services provided as a commercial reference on any media for its corporate communication or to present its commercial offer. In this framework, the Service Provider undertakes to refrain from disclosing any confidential information or from mentioning any net budget with respect to the collaboration put in place specifically for this Customer.

### **10) PERSONAL DATA**

#### **Customer's personal data**

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

#### Applicable Laws

The Service Provider undertakes, in accordance with the French Data Protection Act No. 78-17 of January 6th, 1978 as amended and European regulations in force on the protection of Personal data, to ensure the protection and security of Personal Data in its possession. As such, the Service Provider complies with the instructions of the Data Controller and together they agree on processing procedures.

#### Purpose of the processing of Personal Data

The Service Provider 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. The purpose of collecting Personal Data is to manage the customers and potential customers of the Data Controller in connection with the Services that the Service Provider puts in place for the Data Controller.

#### Data retention period

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

#### Sub-contracting

The Service Provider may use another sub-contractor to conduct specific processing activities. It undertakes to call upon a sub-processor that provides sufficient guarantees for implementation of appropriate technical and organisational measures. The Service Provider informs the Data Controller when it has recourse to a sub-processor. In the absence of any objection from the Data Controller, the latter is deemed to have accepted the sub-processor. Where the Service Provider 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.

#### Rights of persons

Data subjects can exercise their rights, as mentioned in articles 13 to 23 of the GDPR, by writing to the contact address provided by the Data Controller. At the written request of the Data Controller and as far as is reasonably and proportionately possible, the Service Provider will help the Data Controller address any requests made by a data subject. 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 customers 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 customers (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 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

January 6, 1978 as amended and the GDPR, customer employees can exercise their right to be informed, their right to access, rectify, delete or limit processing of their personal data, their right to portability, their right to object to commercial prospecting, including profiling, their right to object on legitimate grounds, 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](mailto: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 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 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 said employees or managers, 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 co-contractor undertakes:

a) to read and comply with the Service Provider's anti-corruption code of conduct available 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 following email address: [alerte\\_highco@nest-avocats.com](mailto: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 Customer 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 Customer agrees, while the Services are being carried out and for 6 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 during a period of twelve (12) months preceding the date of termination of employment), an officer, commercial agent or employee of the Service Provider, of the HighCo Group, or one of its subsidiaries. In cases of violation of this Article, the Service Provider, the HighCo Group or one of its subsidiaries may claim from the Customer, within one (1) year following such hiring, fixed compensation of three (3) months of the net pay of the employee concerned, as a penalty clause.

### **14) SETTLEMENT OF DISPUTES**

These terms and Conditions are subject to French law. THE PARTIES WILL ENDEAVOUR TO RESOLVE THEIR DISPUTES OUT OF COURT. FAILING THIS, THE PARIS TRIBUNAL DE COMMERCE WILL ALONE BE COMPETENT TO RULE ON ANY DISPUTE RELATING TO THE INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT.