

PERFORMANCE CONDITIONS SPECIFIC TO SERVICES INVOLVING PHYSICAL AND DEMATERIALIZED PROCESSING OF DISCOUNT COUPONS

Applicable from 01/01/2020

These specific conditions (hereinafter the "Specific Conditions") are intended to set down the conditions in which **HIGH CO DATA**, a 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"), provides to the Customer services involving the Physical and/or Dematerialised Processing of Discount Coupons (hereinafter the "Services"), entrusted to it by the Customer and the reimbursement of which is requested by Retailers. Any order for Discount Coupon Processing Services placed by the Customer entails express and unreserved acceptance by the Customer of these Specific Conditions and the Service Provider's Terms and Conditions of Sale, to the exclusion of all other conditions issued by the Customer 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 Dematerialised Medium (coupon on mobile phone, on the loyalty card, self-scanning etc.) (hereinafter referred to as "**Dematerialised Coupons**"),
- Or on a Material Medium featuring the indication "ScanCoupon processing" (On pack coupon, book of coupons, check-out coupon, ...) (hereinafter referred to as "**Paper Coupons**").

Disbursements: sums paid by the Service Provider in the name and on behalf of the Customer to retailers (face values, handling allowances and carriage costs where appropriate 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.

Handling Allowance: the sum paid by the Customer to the Service Provider, intended for Retailers to compensate them for the work carried out in handling discount coupons used by consumers at their store check-outs.

Discount Coupon Processing services involve the Service Provider carrying out the following processing work:

- In a **Physical processing** context: Paper Coupons cleared at Retailers check-outs and returned by these Retailers to the Service Provider in the form of physical packages containing the said physical coupons,
- In a **Dematerialised processing** context: Paper and Dematerialised Coupons cleared at Retailers check-outs and returned by these Retailers to the Service Provider through computer files containing the data on the said coupons.

2) PERFORMANCE CONDITIONS SPECIFIC TO DISCOUNT COUPON PROCESSING ACTIVITIES

Recording Discount Coupons

The Customer 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 fifteen (15) days before starting to distribute the corresponding Discount Coupon and featuring the following mandatory information: Customer name, Operation name, Coupon name, Purchase order number (if required by the Customer 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, Validity period, Quantity issued, Distribution method, Estimated redemption rate, Stamp and signature of the Customer and where appropriate, direct marketing dispatch information. The Customer 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 Customer. 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 Customer to the Service Provider, to reimburse Retailers, in the name and on behalf of the Customer, the face value amount of Discount Coupons and any other sum defined between the Retailer and the Customer, the processing of which is entrusted to the Service Provider. The Service Provider reserves the possibility of refusing to process the Customer's Discount Coupons 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 Customer 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 Customer 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 Customer under its sole

responsibility. The Service Provider is free of any liability in the event of inaccurate information being provided. The Customer 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 Customer alone is responsible for the presentation, content and encoding of its Discount Coupons. Each of the Customer'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 Customer,
- A photo, or the name or brand of the product(s) on offer.

The Customer 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 Customer 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 Customer's Discount Coupons intended to be distributed. Each Discount Coupon may also include a direct marketing code. In this case, the Customer must provide the length (in particular the number of digital and alphanumeric characters, the control key...) of the marketing code that will be printed. The Customer may also add any other information after first informing the Service Provider. In this case, a supplementary services quotation may be drawn up.

Discount Coupon Codes

Depending on the Discount Coupon, the Customer 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,
- 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 Customer alone is responsible for distributing its Discount Coupons to consumers and for the distribution method chosen. The Customer 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.

Discount Coupon Reception

The reception of Physically Processed Paper Coupons

The Service Provider receives the Paper Coupon packages (hereinafter referred to as the "Paper Coupon Packages") 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.

The reception of Dematerialised Processing Paper Coupons

The Service Provider receives the IT files with the Discount Coupons cleared at the check-outs corresponding to the transactions performed by the Retailer, (hereinafter the "Dematerialised Processing Coupon Files") sent to it by Retailer stores that have entered into a partnership agreement with the Service Provider or by other processing centres. The Customer may call on a third-party company to forward to the Service Provider the Dematerialised Processing Coupon Files. In this precise case, the procedures and format for forwarding the Dematerialised 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 Dematerialised Processing Coupon Files. It is understood that the Service Provider is not responsible for the information contained in the Dematerialised Processing Coupon Files provided to it 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 Dematerialised 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 Customer. 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 Physical Processing of Paper Coupons.

This list is subject to change and may be supplemented in agreement with the Customer. 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 Customer and the Customer 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 Customer, 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 Terms and Conditions or based on a specific quotation. Failing a reply by the Customer within this time, the said coupon will be reimbursed to Retailers and billed to the Customer. If the Service Provider detects a new series of Discount Coupon reprints (in particular with new validity periods), the Service Provider will inform the Customer 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. Failure by the Customer to reply within a period of 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 Customer. If the Customer account works with provision requests, this will result in the automatic issuance of a request for a supplementary provision for 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 Paper Coupons	For Dematerialised Processing Coupons
The Paper Coupon Package number	The number of "virtual" coupon packages
The Paper Coupon Package receipt date	The date of receipt of the "virtual coupon package" corresponding to the date of receipt of the Dematerialised Processing Coupon File
The name of the store that sent the coupons	The 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 Customer, sends the corresponding payment to Retailers covering the following for each Discount Coupon:

- The face value appearing on the Record Sheet,
- The Handling allowance set by the Service Provider,
- Any other sum defined between the Retailer and the Customer.
- Carriage costs in the context of Physical Processing of Paper Coupons.

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 Customer 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 Customer on the litigation. The Customer undertakes to respond to the litigation and indicate the procedure to be followed within fifteen (15) days. Failing a reply by the Customer within this time, the Discount Coupons will be reimbursed to Retailers and billed. If the Customer 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 Customer, 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 Dematerialised 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 Dematerialised Processing Coupon Files received from Retailers or their provider the processing of which is entrusted to it for three (3) months after being processed for the Paper Coupons and after being received for dematerialised 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 Customer specifically accepts this.

Statistics

The redemptions and statistics pertaining to all the Customer's Discount Coupons processed by the Service Provider are updated regularly by the Service Provider and can be consulted by the Customer 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. Once this deadline is exceeded, and if redemptions over the last three (3) months have been zero, these data will no longer be available on the site and will be archived.

3) FINANCIAL CONDITIONS SPECIFIC TO DISCOUNT COUPON PROCESSING ACTIVITIES

Prices

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 all-in management cost per coupon includes:

- The Service Provider's processing costs,
- The handling allowance paid to the Retailer,
- Access to statistics
- Bank costs and telecommunication expenses incurred to reimburse the Retailer,
- Reimbursement to the Retailer of Discount Coupon shipping costs
- Any other sum defined between the Retailer and the Customer.

The price (see the price schedule) applicable to the Customer is determined based on the total volume of Discount Coupons reimbursed to Retailers over the twelve (12) previous months. When first signing on, the Customer 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 may be billed to the Customer 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 Customer wishes to entrust to the Service Provider will be the subject of an additional Quotation.

Terms of payment for 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 Customer.

Disbursement payment terms

In order to enable the Service Provider to reimburse Retailers the face value of the Customer's Discount Coupons, the Customer must make a disbursement advance payment by cheque or bank transfer for each Operation. If the Service Provider does not have the disbursement advance payments for each of the Customer's couponing operations, it will not be possible for the Service Provider does not have the disbursement to process the Discount Coupons in this Operation and the SERVICE PROVIDER reserves the possibility of not reimbursing Retailers for them. The Customer 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 Customer has a debit balance for Disbursements, the Service Provider will draw up a request for an additional disbursement advance payment. At the Customer'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 Customer'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.

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 block or bag	20%
Letterbox without address	2%
Terminal	10%
Multi-brand chequebook at the store entrance	6%
Cross-couponsing	3%
Demat/Store card	1%
Demat/Mobile coupon	2%
Demat/Online	30%
Demat/Self-Scanner	1%
Demat/Check-out receipt	1%
Specific distribution (doctor, box)	5%
Retailer sales force	35%
Gain	30%
Internet: printed by the consumer	15%
Internet: Web Coupon printed by the consumer	15%
BR letter following reimbursement offers	20%
Mailing with address	2%
Detachable on-pack	35%
On/In-pack that applies to next purchase	5%
Press	1%
Store material	1%
Consumer department	80%
Check-out receipt	10%

APPENDIX 2: GOOD COUPONING PRACTICES



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. Product visual.
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.