

GENERAL TERMS AND CONDITIONS OF SERVICES

The company GENERIX GROUP PORTUGAL

A company with a capital of EUR 170 000,00

Whose registered office is located at: Av. Dr. Francisco Sá Carneiro, n.º 5 - 5 A-B-C, 2780-241
Oeiras, registered with the Trade and Companies Register of Cascais under number 503 875
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ARTICLE 1: PURPOSE

GENERIX is a software publisher and, as such, provides professional services to its clients.

The purpose of these general terms and conditions (hereinafter the “General Terms and Conditions”) is to set out the terms and conditions for the provision by GENERIX of the IT services described in the Order Form (hereinafter the “Services”).

ARTICLE 2: CONTRACTUAL DOCUMENTS

The Services provided by GENERIX are subject to (a) these general terms and conditions, (b) the associated Order Form and their annexes. Together, these general terms and conditions, the Order Form and their annexes relating to these Services form the “Contract”.

In the event of a conflict between the general terms and conditions and the Order Form, the general terms and conditions shall prevail over the Order Form.

These General Terms and Conditions prevail over any other document of the Client and, in particular, over its general terms and conditions of purchase, unless a framework agreement or a specific commercial agreement has been entered into with the Client. If the Client’s purchasing procedures require a purchase order to be issued, the Client must issue such purchase order before the start of the Services. The said purchase order must refer to this Contract, as defined below. If legal terms are inserted in the purchase order, such legal terms shall be void and shall not apply. GENERIX shall not be required to begin performing the Services agreed with the Client before the Client has signed this Contract.

ARTICLE 3: PREREQUISITES

If necessary for the performance of the Services, the Client undertakes to provide GENERIX with sufficient, unrestricted and secure access to its facilities and to its information system.

Sufficiently in advance of the provision of the Services, the Client shall provide GENERIX with copies of any security policy or any applicable policy of the Client in force, which must first be validated by GENERIX. GENERIX shall not be liable for delays or for the non-performance of its obligations caused by the time required to review such policies.

The Client undertakes to obtain and provide GENERIX as soon as possible with all the authorizations necessary for the performance of the Services, in order to access, use and modify the software, hardware and firmware, and any other product used by the Client. The Client undertakes to indemnify, defend and hold harmless GENERIX and its subcontractors against any claim, loss, liability and damage resulting from a failure by the Client to provide GENERIX with the necessary authorizations. GENERIX shall be released from the performance of all its obligations in the event of a failure by the Client to provide it in due time with the necessary authorizations.

ARTICLE 4: CONDITIONS OF PERFORMANCE

The method and the means used by GENERIX to provide all the Services are at the discretion and under the exclusive control of GENERIX.

GENERIX undertakes to provide each Service with care and diligence, in a professional manner and in accordance With the Contract, under a general best-efforts obligation.

GENERIX gives no warranty other than the warranty against eviction and the Client consequently waives, to the extent permitted by law, any warranty on the Services, including, without limitation, any implied warranty or condition of merchantability and fitness for a particular purpose, any warranty as to compatibility with any software / hardware, the absence of errors or the absence of viruses.

GENERIX has no obligation, under this Contract, to remedy any defect, failure, delay or malfunction in connection with the Services resulting from:

- an unauthorized modification or alteration of the Client's equipment, or a defect, deficiency or failure of the equipment or infrastructure belonging to the Client, for which it is solely responsible and on which the Services are performed;
- any handling or use of the hardware by the Client which does not comply with the associated standard documentation or with the Contract;
- a defect or failure of software supplied by a third party, or a defect or failure of other software or equipment with which the Services interface or interact;
- a change in the conditions of performance or in the Client's statement of requirements, in whatever form, which alters the initial conditions of the Services;
- any use of the Services by the Client that does not comply with the Contract, with the applicable regulations or with the state of the art;
- any act or omission of the Client or of any other person providing the equipment and facilities necessary for the Services;
- the negligence, wrongful resistance, act or omission of the Client, of its suppliers or of its own customers.

GENERIX cannot guarantee any date of performance or of acceptance of the Services and any date shall be indicative only. The mere finding of a delay in performance may under no circumstances give rise to the payment of any damages or compensation whatsoever.

The Client may modify its statement of requirements during the performance of the Services. GENERIX shall then examine the implications for prices, timeframes or other conditions. If the extent and complexity of the modifications requested by the Client so require, GENERIX shall invoice the activity of analysing such modifications. In such a case, GENERIX shall provide the Client with a written estimate and shall only begin the analysis after receiving the Client's written agreement where the design phase was carried out on a fixed-price basis. The modifications thus agreed between the Parties must be the subject of an amendment to this Contract.

ARTICLE 5: DUTY TO COOPERATE

It is recalled that the success of an IT project does not depend exclusively on the quality of the software and services supplied but also on factors over which GENERIX has no control, such as the structure of the company, working methods, and the qualification of staff. The performance of an IT project constitutes a sensitive phase which the Client must prepare by demonstrating rigour in the qualification of its staff and of its working methods. GENERIX, for its part, shall take all due care for the full success of the project in close cooperation with the Client.

In this respect, the Client undertakes, as part of its duty to cooperate, to provide GENERIX at all times with the information and documents, and to facilitate access thereto, to the extent that they are requested by GENERIX or if it considers that such documents could be useful to GENERIX for the performance of the Services covered by the Contract. It shall report to GENERIX as soon as possible any matters which it considers likely to jeopardise the proper performance of the Services.

The Client must also:

- provide GENERIX with the available information, and in particular ensure that GENERIX is made aware of the specific technical and functional contexts relevant to the performance of the Services;
- make available to GENERIX all the information necessary for the implementation of the Services;
- act diligently on GENERIX's requests for clarification and comply with any timeframes incumbent on it provided for in the Contract.
- designate for this purpose, within its staff, in addition to the main point of contact, qualified persons who may also act as GENERIX's contacts.

The Client shall inform GENERIX as soon as it becomes aware of any unavailability of its staff assigned to the performance of Services covered by this Contract. In this respect, the Client shall ensure for GENERIX the replacement of the unavailable member of its staff where this proves necessary.

In the event that GENERIX identifies breaches in the obligations of third-party providers (maintenance providers, publishers, telecom operators) contractually bound to the Client, such that these breaches have an impact on the proper performance of the Contract by GENERIX, the Client undertakes to do what is necessary to remedy the breaches identified and to allow a return to the contractual mode of operation.

The Client acknowledges that the failure to comply with undertakings or to complete tasks under the control or responsibility of the Client, or the failure to provide timely access to the facilities, equipment, technology or to complete and accurate information may delay the provision of the Services and that GENERIX shall not be liable for such delays or for the inability to provide the Services for this reason.

ARTICLE 6: ACCEPTANCE (if IT deliverable)

- Blocking Anomaly: means an Anomaly which, individually or cumulatively, has repercussions on the operation

of the Solution by totally preventing the use or operation of its essential functionalities.

- Major Anomaly: means an Anomaly which, individually or cumulatively, has repercussions on the most used or most important functions of the Solution and represents a significant inconvenience.
- Minor Anomaly: means an Anomaly which does not prevent the operation of the functionalities of the Solution and which results in a mere tolerable inconvenience (such as reduced ergonomics, slowdown, etc.).

The Acceptance operations shall be conducted by the Client and under its responsibility, and shall take place in two stages: the VABF and the VSR.

- **Verification of fitness for proper operation (VABF)**

The “Verification of Fitness for Proper Operation” is a phase, preceding the go-live, during which the Parties verify, on the basis of test scenarios predefined by them, the conformity of the Solution with the requirements identified beforehand with the Client, under test conditions.

This conformity is recorded by the Client through a Report (PV) in which reservations may only be included if they relate to minor anomalies. The signature of the PV is one of the prerequisites for the go-live of the GENERIX Solution.

- **Verification of Regular Service (VSR)**

“Verification of Regular Service” is a phase for verifying the proper continuity of the services after the go-live.

From the completion of the VABF of the Solution, the Client has a maximum of 30 days during which the Client uses the Solution in production. The completion of the VSR is declared by the Client if no Blocking or Major Anomaly has occurred during this test period. A VSR report is signed by the Client, setting out any reservations.

In the event of a reservation, the Parties jointly proceed with the diagnosis of the Anomalies. The Anomalies falling under the exclusive responsibility of GENERIX are corrected as they arise. Any other Anomaly, outside the exclusive responsibility of GENERIX, may be handled by GENERIX subject to an additional quotation. It is agreed that minor Anomalies are handled by GENERIX, during the VSR phase or during the Warranty phase.

The VSR is extended until any Blocking or Major Anomalies have been removed. Once all Blocking or Major Anomalies have been cleared, the Client signs the final acceptance report which marks the end of the project phase and the go-live is declared.

During this phase, the Parties agree that the defined service level commitments do not apply and therefore do not give rise to penalties.

It is however specified that, in the context of services invoiced on a fixed-price basis, if the duration of the VABF and/or of the VSR were to be extended for reasons not exclusively attributable to GENERIX, GENERIX shall provide the Client with an additional quotation corresponding to the extension period necessary to finalise the VABF and/or the VSR.

ARTICLE 7: FINANCIAL TERMS

The invoicing and payment terms are set out in the Order Form.

Invoices shall be issued by GENERIX and sent to the Client in duplicate (one original and one copy) to the billing address indicated in the Order Form.

Unless otherwise stipulated, the amounts shall be due upon receipt of the invoice and payable by direct debit or bank transfer.

Failing payment on the due date, all sums due shall automatically bear late payment interest at the legal interest rate applicable to commercial transactions under Portuguese law, as published half-yearly by notice of the Directorate-General for Treasury and Finance pursuant to Decree-Law no. 62/2013 of 10 May, running from the due date until full and effective payment, without any prior formal notice being required. GENERIX shall further be entitled to a minimum fixed compensation of forty euros (EUR 40) for recovery costs, without prejudice to compensation for any reasonable additional recovery costs actually incurred. All sums shall furthermore become immediately payable.

GENERIX may automatically suspend its ongoing Services in the event of the Client’s failure to pay a sum that has become due. The Client shall bear all the consequences of such suspension, in particular price increases relating notably to the standby of GENERIX’s teams and delays in the timeframes.

GENERIX may increase the daily rates of the Services subject to this Contract. In such case, the new pricing terms shall appear in the special conditions or Order Form drawn up in connection with the new order and duly executed by the Parties.

It is specified that the price of Services on a time and materials basis (“times and material”) is expressed on the basis of the following concepts:

- The time spent by GENERIX in performing the Services, by multiplying the number of days worked by GENERIX devoted to the Services by the agreed daily rate. Accordingly, any reference to a “total amount” or to a “proposed price” (or any similar expression) must be regarded as an estimate of the total price for performing the Services, established solely for the Client’s budgeting purposes. These expressions do not mean that GENERIX undertakes to perform all the time and materials Services at an actual total price lower than or equal to the total price indicated to the Client for information purposes.
- Any milestones and acceptance criteria agreed between the Parties shall be used solely for project management purposes, without calling into question GENERIX’s right to invoice the Client for the entire price devoted to the Services.

In addition, it is specified that where the price of the Services is on a fixed-price basis (“fixed price”), the Client acknowledges that the technical and budgetary constraints which it imposes on GENERIX have a direct and certain impact on the quality of services which will be implemented by GENERIX in the performance of the Contract. Consequently, the spirit of this Contract requires that the current balance, satisfactory for both Parties, be maintained. The Parties therefore agree that any significant event which would alter it, and in particular any delay resulting from the Client’s inaction or non-compliance with the Contract, would lead them to consult with each other in order to restore the situation in the spirit of the Contract and to agree on new financial terms. In the event of disagreement on the remedies to be applied, the Parties undertake to implement an escalation procedure at the level of their respective management. If the disagreement persists beyond a period of one month, GENERIX shall be entitled to terminate the Contract automatically, by sending a registered letter with acknowledgement of receipt. In such a case, the Client may not claim any compensation.

ARTICLE 8: INTELLECTUAL PROPERTY

This Contract does not entail any transfer of ownership of the methods and know-how, development tools, software, software packages, documents, databases, general and/or specific programs, and hardware owned by GENERIX or in respect of which GENERIX has obtained a license, of whatever nature, produced or used in connection with the performance of the Services.

In accordance with the terms of Portuguese laws, GENERIX holds all the moral and economic copyright in the results of the Services performed under this Contract.

Subject to full payment by the Client of the price agreed in the Order Form, GENERIX grants the Client a non-exclusive, personal, non-assignable and non-transferable license to use the items created or supplied to the Client in connection with the performance of the Services, in order to allow the use of the Services by the Client for its internal needs.

The Client undertakes, in the event of use of software, software packages and/or other items, whether Software or not, protected by copyright and for which it has obtained authorization for their use, to comply scrupulously with such authorization and shall be liable for any infringement committed by it and for the consequences of any claims and/or infringement actions which might be brought against GENERIX as a result.

ARTICLE 9: NON-INFRINGEMENT

GENERIX warrants to the Client the absence of infringement of the Services rendered by GENERIX.

The Client shall refrain from settling the dispute alone with the third-party alleging infringement. In the event of the conclusion of a settlement the amount of which is agreed between GENERIX and the third-party alleging infringement of its intellectual property rights, GENERIX shall bear all the amounts payable to the third party which might be charged to the Client under the settlement.

Failing GENERIX being able to conclude the settlement, GENERIX shall assume, under its control and direction, with the assistance of the Client, the legal defense against the claim of the third-party alleging infringement of its intellectual property rights. The Client shall refrain from conducting alone the legal defense of the dispute brought against it by the third-party alleging infringement and undertakes in this respect to join GENERIX as guarantor without delay.

In the event that the challenge by the third-party alleging infringement results in a court decision having the force of res judicata on the merits, GENERIX shall indemnify the latter for the amount of the damages awarded.

This warranty is applicable only subject to the following cumulative conditions:

- That the Client has notified GENERIX in writing of any infringement claim immediately after becoming aware of it.
- That GENERIX alone ensures the defense of its interests and those of the Client, after consultation with the latter
- That the Client has provided GENERIX with all the assistance necessary or useful for the defense mounted by GENERIX and has not made any statement liable to prejudice GENERIX’s defense or interests.

This warranty is excluded in the event of:

- Modification of the Services without GENERIX's agreement;
- Use of the Services in a manner not in accordance with their intended purpose or with the documentation or, more generally, with the Contract;

This GENERIX warranty does not apply to items:

- Which were not supplied by GENERIX;
- For which the infringement arises from a combination of the said items with hardware and software of the Client;
- Where the Client continues the alleged infringing activity despite the signature of a settlement, or the service of a court decision having the force of res judicata on the merits;
- If the Client has not implemented the modifications recommended by GENERIX which would have ruled out the classification as infringement;

The Client shall have no remedies, under the warranty against eviction, other than those set out in this article and may not claim any additional damages for any loss it may suffer.

ARTICLE 10: TERMINATION

Either Party may terminate the Contract in the event of a breach by the other Party of one of its essential obligations, provided that such termination is notified by registered letter and that the allegedly defaulting Party has first been given a period of 30 days to fulfil its obligations.

Performance of the Services on a "fixed-price" basis: Due to the fixed-price and indivisible nature of the agreed price, no termination for convenience is accepted. Accordingly, in the event that the Contract is terminated by GENERIX due to the Client's fault, or if the Client wishes to terminate the Contract early without any fault of GENERIX, it must, first, comply with a written notice period of one (1) month sent by registered letter with acknowledgement of receipt and, second, pay on the date of termination of the Contract the full amount of the fixed price agreed for all the Services to be performed, less any payments already made by the Client at that date.

Performance of the Services on a "time and materials" basis: In the event that the Contract is terminated by GENERIX due to the Client's fault, or if the Client wishes to terminate the Contract early or to suspend it without any fault of GENERIX, the Client shall owe, in addition to all the sums payable to GENERIX for the Services already performed at the date of termination or of the suspension request, a penalty equal to: 25% of the price of the scheduled Service in the event of cancellation one (1) month before the scheduled date; 50% of the price of the scheduled Service in the event of cancellation three (3) weeks before the scheduled date; 75% of the price of the scheduled Service in the event of cancellation two (2) weeks before the scheduled date. Any cancellation of a scheduled Service less than one week before the scheduled date results in the scheduled Service being invoiced at 100%.

However, in the event of termination of the Contract by the Client for Services performed on a time and materials basis due to a fault of GENERIX, the Client shall not owe the aforementioned penalties.

ARTICLE 11: LIABILITY

GENERIX undertakes to implement all commercially reasonable and necessary means, in accordance with IT practices and the state of the art, for the performance of the Services covered by this Contract.

In the event of work on the CLIENT's hardware, GENERIX shall do its utmost and take all necessary care in order to avoid affecting any other application or data of any nature whatsoever contained in the said hardware.

The CLIENT shall guard against the risks of data loss by making a back-up copy at least once every two working days of all documents, files and media, in particular before any work by GENERIX, and by providing for the procedures necessary for the resumption of operations.

GENERIX is not liable and shall not be required to indemnify the CLIENT for indirect damages as defined by Portuguese case law and courts. GENERIX shall also indemnify only the damages foreseeable at the time of the conclusion of the Contract, in accordance with the provisions of the Civil Code on contractual liability.

The Parties agree that the following constitute indirect damages: loss of earnings, increase in overheads, loss of profits or of customers, damage to the CLIENT's data, caused by the Software Package supplied by GENERIX.

GENERIX's liability towards the CLIENT under this Contract, for all damages combined, is limited to fifty per cent (50%):

- 1) Of the amount of the fixed price paid by the Client for the corresponding Services performed on a fixed-price basis;
- 2) Of the sums paid by the Client for the year during which the damage occurred, for the corresponding Services performed on a time and materials basis.

In any event, GENERIX's liability towards the CLIENT, for all damages combined, is limited to the sum of EUR 10,000. Only the Loss which could not be avoided shall be indemnified.

ARTICLE 12: CONFIDENTIALITY AND COMMUNICATION

The Parties shall ensure the confidential nature of any information obtained or any data transmitted in connection with the performance of the Contract. The Party to which confidential information is disclosed shall preserve its confidential nature with care at least equal to that which it applies to the preservation of its own confidential information of similar importance, which must in any event be reasonable. The Party receiving such confidential information may not communicate or disclose it to third parties, except with the prior written agreement of the other Party or to the extent required by law.

The Parties agree to adopt all reasonable measures to ensure that the confidential information is not disclosed to their employees or contractors in breach of this Contract. The terms of this obligation are valid throughout the term of the Contract and for the five (5) years following its end.

However, neither Party shall be bound by confidentiality with regard to the following information:

- Information for which written evidence can be provided that it was lawfully known on a non-confidential basis before it was disclosed as confidential information;
- Information developed by each of the Parties independently without using the other Party's confidential information;
- Information which was in the public domain or which enters the public domain without any fault on the part of the recipient of such information.

Each Party undertakes not to use the confidential information in any context other than that of the Contract and undertakes to return, upon first request of the other Party, all documents or other media containing confidential information as well as all reproductions thereof. All documents, in whatever form, communicated by GENERIX under this Contract shall remain its exclusive property and shall be returned to it upon simple request.

This "Confidentiality" article prevails over any previous confidentiality agreement existing between the Parties as regards the information exchanged in connection with the Contract.

Subject to GENERIX's compliance with the confidentiality provisions of the Contract, the Contract in no way restricts or limits GENERIX's right to provide services which may be similar to the Services to another entity in any industry.

ARTICLE 13: SUBCONTRACTORS

GENERIX reserves the right to use any provider it deems appropriate. In any event, where GENERIX subcontracts all or part of the Services, it remains liable for all the obligations arising from the Contract. Furthermore, GENERIX passes on to the subcontractor the obligations applicable to it, such as those relating to security and confidentiality.

ARTICLE 14: NON-SOLICITATION OF STAFF

GENERIX's staff assigned to the Services shall remain, in all circumstances, under the administrative control and under the hierarchical and disciplinary authority of GENERIX, no transfer of authority being able to occur in connection with the performance of the Contract. Whatever the duration and/or the place of performance of the Services, GENERIX's staff may under no circumstances be legally treated as an employee of the Client or as temporary staff made available to it.

Generally, each Party is responsible for the supervision, direction and control of its staff. GENERIX freely determines the allocation of tasks to its staff.

During the period of performance of the Services and for the twelve (12) months following their completion, the Client undertakes not to hire, directly or indirectly, GENERIX Staff taking part in, due to take part in and/or having taken part in the performance of the Services without the prior written agreement of GENERIX.

In the event of the hiring by the Client, or through the Client, of GENERIX staff, the Client undertakes to pay GENERIX a fixed indemnity equal to the last twelve (12) months of gross remuneration of the staff concerned.

ARTICLE 15: PERSONAL DATA

15.1 GENERIX as data controller

GENERIX may process personal data relating to the natural persons designated by the Client to work with GENERIX in connection with the management of the project (such persons being hereinafter referred to as the "Contacts").

GENERIX shall process the Contacts' personal data as data controller for the purposes of managing the commercial and administrative relationship of the Client account, on the basis of the performance of the contract and/or of the satisfaction of its legitimate interest. This data shall be kept for the entire period necessary for the fulfilment of the aforementioned purposes. GENERIX may share some of this data with its service providers. For its part, the Client warrants to GENERIX that it has provided the Contacts with the information required by the personal data regulations and has, where necessary under the said regulations, obtained their consent to such processing.

The Client shall forward, as soon as possible, any requests from data subjects regarding the personal data processed by GENERIX in its capacity as data controller.

15.2 GENERIX as processor

GENERIX shall also process personal data in connection with the performance of its Services. This data shall then be

processed by GENERIX in its capacity as processor of the Client's personal data, under the conditions defined in the personal data processing agreement in annex 1.

ARTICLE 16: FORCE MAJEURE

Neither Party may be held liable in the event of the occurrence of an event of force majeure which prevented it from performing its obligations under the Contract. The obligations of the Party claiming to be prevented by an event of force majeure shall be suspended during that period.

The Parties agree that the following constitute events of force majeure: (a) total or partial strikes; epidemics, pandemics, health crises, earthquakes, storms, floods, fires, explosions;
(c) wars whether declared or not, blockades or embargoes, riots, governmental restrictions or prohibitions
; (d) the blocking and interruption of means of transport or of supply for any reason whatsoever; (e) the blocking and interruption of telecommunications; (f) prolonged power cuts.

The occurrence of an event of force majeure may suspend the performance of the Contract for a period equivalent to that of the event concerned. As soon as it becomes aware of the occurrence of such an event, the Party which considers that it is thereby no longer in a position to fulfil its obligations must notify the other Party thereof by registered letter with acknowledgement of receipt. In the event that the event of force majeure lasts for more than two (2) months, the Parties agree to meet in order to redefine the terms of their contractual relationship.

ARTICLE 17: ASSIGNMENT

The Client may not validly assign the Contract in whole or in part without the prior written agreement of GENERIX.

ARTICLE 18: NO WAIVER AND SEVERABILITY

The failure or delay of a Party in exercising or invoking a right under this Contract shall not constitute a waiver of that right and any single or partial exercise of that right shall not prevent any other or subsequent exercise of that right or the exercise of any other right.

This Contract may only be amended by an amendment to this Contract.

If one or more of the provisions of the Contract are held to be unlawful or unenforceable by a competent court, the said provisions shall be deemed severed from this Contract, the other provisions continuing in full force and effect.

ARTICLE 19: GOVERNING LAW AND JURISDICTION

Each Party consents to the application of Portuguese law to govern, interpret and enforce all its rights and obligations in connection with the Contract.

Failing agreement after an unsuccessful attempt at mediation, jurisdiction is conferred on the Commercial Court of the place of GENERIX's registered office.

The Contract constitutes the entire agreement concerning the Services and replaces any prior oral or written communication between the Parties.

ANNEX 1: PERSONAL DATA PROTECTION

DEFINITIONS

In this Contract, words or expressions beginning with a capital letter shall have the following meaning:

“Contract” means the contract entered into with GENERIX within the framework of which this annex forms part.

“Personal Data” or “PD”: means any information relating to an identified or identifiable natural person (hereinafter the “Data Subject”), directly or indirectly, in particular by reference to an identification number, location data, online identifiers (for example, username and password) or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;

“Regulations”: means all laws and regulations applicable within the European Union relating to PD, the General Data Protection Regulation 2016/679 of 27 April 2016 (“GDPR”);

“Services”: means all the services performed by GENERIX for the Client and as referred to in the Contract;

“Data Controller”: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing. Within the framework of the Contract for the performance of the Services and of this annex, the Data Controller is the Client;

“Processor”: means the natural or legal person, public authority, agency or other body which processes PD on behalf of the Data Controller, and in accordance with its instructions. Within the framework of the Contract for the performance of the Services and of this annex, the Processor is GENERIX;

“Processing”: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The terms and expressions **“Personal Data Breach”, “Process”, “Data Subject”, “Member State”, “Supervisory Authority”, “Standard Clauses”**, shall have the same meaning as that given to them in the Regulations, and related expressions shall be construed accordingly.

ARTICLE 1: GENERAL OBLIGATIONS OF THE CLIENT

- 1.1 The Client undertakes to comply with the Regulations within the framework of the Contract.
- 1.2 GENERIX, in its capacity as Processor, processes Personal Data solely on the documented instructions of the Client, as defined in the “Processing Instructions Sheet” annex of the applicable Contract, and solely in order to perform the Services provided for in the Contract. The Client undertakes to complete this Processing Instructions Sheet at the latest within four (4) weeks following the signature of the Contract. Any use of the Services to process data, categories of Personal Data or Processing operations other than those described in the said Sheet is carried out at the Client’s own risk, GENERIX not being liable for any breach of the Regulations resulting from such use.
- 1.3 The Client acknowledges that GENERIX is limited to following the documented instructions of the Client, subject to informing the Client where instructions given are not compliant with the Regulations. Any request by the Client modifying the Service and which would result in a change to the processing instructions set out in the Processing Instructions Sheet shall be the subject of a separate quotation. Any instruction not documented in writing or not compliant with the Regulations shall not be taken into account.
- 1.4 In addition, any configuration and/or specific development at the Client’s request for the use of the Services and accepted by GENERIX resulting in a change to the instructions automatically entails an Update of the “Processing Instructions Sheet” Appendix. Any subsequent use of the Data by the Client is carried out at the latter’s own risk; GENERIX may not be held liable in the event of a breach of the Regulations.
- 1.5 In the event of a change to the Services requested, resulting in or likely to result in a potential change to GENERIX’s status under the Regulations, the Parties undertake to consult with each other in order to frame the relationship and to define their respective obligations and responsibilities.
- 1.6 The Client acknowledges that GENERIX’s commitments under this annex constitute sufficient guarantees of GENERIX’s compliance with the Regulations.
- 1.7 The Client maintains a record of all processing operations it carries out in its capacity as Data Controller. This record contains at least the mandatory information required by the Regulations.
- 1.8 It is incumbent on the Client to provide the information to the persons concerned by the processing operations at the time of collection of the PD. At the Data Controller’s option, GENERIX shall assist the Client in implementing this information obligation. In the latter case, the terms of the assistance requested by the Client shall be agreed by mutual agreement between the Client and GENERIX.

ARTICLE 2: OBLIGATIONS OF GENERIX TOWARDS THE CLIENT

2.1 Acting on documented instructions of the Data Controller

- 2.1.1 GENERIX undertakes to process the Personal Data covered by this Annex in accordance with the instructions listed in the Processing Instructions Sheet of the relevant Contract, in any supplementary quotation or by any written means originating from the Client, unless GENERIX is required to process the PD pursuant to a mandatory provision arising from EU law or from the law of the Member State to which it is subject. In such case, GENERIX shall inform the Client as soon as possible and, where possible, before the Processing.
- 2.1.2 If GENERIX considers that an instruction constitutes a breach of the Regulations, GENERIX undertakes to inform the Client thereof.

2.2 Ensuring the confidentiality of PD

- 2.2.1 GENERIX undertakes to ensure the confidentiality of the Personal Data processed within the framework of this Annex.
- 2.2.2 GENERIX undertakes to ensure that the persons authorised to process the Personal Data under these provisions:
- 2.2.3 Undertake to respect confidentiality or are subject to an appropriate statutory obligation of confidentiality;
- 2.2.4 Receive the necessary awareness training in the field of Personal Data protection.

2.3 Requests from public authorities

In the event of a request from a competent administrative or judicial authority concerning the disclosure of Personal Data processed on behalf of the Client, GENERIX undertakes, to the extent legally permitted, to (i) inform the Client without delay of such request, (ii) challenge the request where it appears manifestly unlawful, disproportionate or excessive, and (iii) limit any disclosure to what is strictly necessary. GENERIX shall keep a record of such requests and of the responses provided, in compliance with its legal obligations of confidentiality and retention.

2.4 Sub-processing

- 2.4.1 GENERIX is authorised, as a matter of principle, to engage sub-processors to carry out specific processing activities on behalf of the Client, subject to compliance with the conditions set out below.
- 2.4.2 In accordance with Article 28(2) of the GDPR, GENERIX shall inform the Client in advance and in writing of any intended change concerning the addition or replacement of a sub-processor, specifying at a minimum: (i) the identity and contact details of the sub-processor, (ii) a description of the sub-processed processing activities, (iii) the locations of data hosting and access, (iv) the possible existence of transfers outside the EEA and, where applicable, the associated safeguards.
- 2.4.3 The Client shall have a period of 30 calendar days from receipt of this information to notify GENERIX of a reasoned objection based on grounds relating to data protection. Failing any objection within this period, the sub-processor shall be deemed authorised. In the event of an objection, the Parties shall cooperate in good faith in order to agree on reasonable mitigation measures or an alternative sub-processor; failing a solution, the Client may request the cessation of the use of the sub-processor concerned for the processing relating to it, in accordance with terms to be defined (including, where applicable, the termination of the affected service).
- 2.4.4 GENERIX shall ensure that any sub-processor provides sufficient guarantees and shall impose on it, by written contract, obligations at least equivalent to those set out herein, and shall remain fully liable for the acts and omissions of its sub-processors.

2.5 Data Subjects' rights

- 2.5.1 To the extent possible and reasonable, GENERIX shall assist the Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects under the Regulations, namely: the right of access, rectification, erasure and objection, the right to restriction of processing, the right to portability of PD, the right not to be subject to an automated individual decision (including profiling within the meaning of the Regulations).
- 2.5.2 Where data subjects submit requests to GENERIX to exercise their rights, GENERIX shall forward such requests without delay, and at the latest within twenty-four (24) working hours, by email to the person designated by the Data Controller in the Processing Instructions Sheet of the Contract or notified by any other means. GENERIX may only respond directly to a data subject's request on the documented instruction of the Data Controller.
- 2.5.3 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding data subjects' rights. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.6 Notification of Personal Data breaches

- 2.6.1 A Personal Data breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, PD transmitted, stored or otherwise processed.
- 2.6.2 GENERIX shall notify the Client of any Personal Data breach without undue delay and, in any event, at the latest within twenty-four (24) hours after becoming aware of it, by email to the person designated by the Data Controller in the Processing Instructions Sheet of the Contract or notified by any other means. This notification shall be accompanied by all relevant documentation in order to enable the Data Controller, if necessary, to notify such breach to the competent supervisory authority. Where, and insofar as, it is not possible to provide all the information at the same time, the information may be provided in phases without further undue delay.
- 2.6.3 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations as regards the notification of PD breaches. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.7 Impact assessments

- 2.7.1 GENERIX shall assist the Data Controller in carrying out data protection impact assessments where the Data Controller decides to carry them out or is required to carry them out, to the extent possible and reasonable having regard to the nature of the Services and the information available to GENERIX.

- 2.7.2 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding impact assessments. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.8 Transfers outside the EEA

GENERIX shall inform the Client of the hosting location and the places of access to the Personal Data, as described in the Processing Instructions Sheet. Any transfer of Personal Data outside the European Economic Area (including remote access from a third country), where it takes place for the purposes of the Services, shall be carried out solely on the documented instructions of the Client and framed by an appropriate transfer mechanism (as applicable: adequacy decision, standard contractual clauses and/or supplementary measures), as documented in the Processing Instructions Sheet. GENERIX shall provide the Client, to the extent possible, with the information necessary to document the said mechanism. GENERIX shall not carry out any transfer outside the EEA without the documented instruction of the Client.

ARTICLE 3: SECURITY AND CONFIDENTIALITY

- 3.1 GENERIX undertakes to implement all appropriate technical and organisational measures and to take all useful precautions to ensure a level of security appropriate to the existing risk.
- 3.2 GENERIX undertakes to take all useful precautions having regard to the nature of the Data and the risks arising from the Processing, in order to preserve the security of the Data and to prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure, and/or any access by previously unauthorised third parties.
- 3.3 The measures taken by GENERIX must take into account the most recent technical possibilities and the cost of their implementation, the characteristics of the processing (nature, scope, purpose, etc.) as well as the risks presented for the rights of the Data Subjects. These may in particular include:
- Data encryption measures;
 - Measures ensuring, during the implementation of the processing, the confidentiality, integrity, availability and resilience of the systems and Services processing the data;
 - Measures enabling the access to and availability of the data to be restored as soon as possible in the event of a physical or technical incident;
 - Procedures for assessing and testing the effectiveness of the technical and organisational measures.
 - The technical and organisational measures applicable to the Processing (TOMs) are described and detailed in the appendix / annex "Processing Instructions Sheet" of the Contract, as completed by the Client, and form an integral part hereof. In the event of a conflict between these general security and confidentiality provisions and the technical and organisational measures (TOMs) described in the "Processing Instructions Sheet" annex, the TOMs set out in the Processing Instructions Sheet shall prevail for the Processing concerned, provided that they describe more specifically the measures applicable to the said Processing.
- 3.4 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding security and confidentiality. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

ARTICLE 4: RETURN OR DELETION OF PERSONAL DATA

Upon expiry of the Contract, GENERIX must, at the Client's choice, either return all the Personal Data processed, or delete it within a maximum period of thirty (30) days and certify to the Client in writing that the deletion has indeed been carried out, including the destruction of existing copies, subject to and within the limits of the legal and regulatory retention obligations incumbent on GENERIX.

In the event of the return of the Personal Data to the Client, GENERIX shall return the Data in a structured, commonly used and machine-readable format, allowing its reuse by the Client (e.g. standard export). The practical terms of return (medium, format, secure channel, scope of the Data returned) are specified in the Processing Instructions Sheet or, failing that, agreed between the Parties in writing. GENERIX may provide reasonable assistance with the return at the Client's request, in accordance with terms to be defined where applicable.

ARTICLE 5: AUDIT

- 5.1 The Client may, if it so wishes, up to once (1) per year, carry out, at its own expense, an audit at GENERIX's premises, directly or through any independent third party that is not a competitor of GENERIX, in order to ensure compliance with the PD protection measures processed within the framework of the Contract. As a matter of principle, the audit is carried out on the basis of documents (documentary audit) and may include, as required, the provision by GENERIX of certifications, attestations and/or audit reports in force, subject to confidentiality; an on-site audit shall only take place where duly justified and after prior agreement of the Parties on its scope and terms.
- 5.2 In the event that the Client wishes to call upon a third party to carry out the audit, the Client expressly undertakes to have the said third party sign a confidentiality agreement, to guarantee compliance with its terms, and to communicate this agreement upon the express request of GENERIX.
- 5.3 The Client shall notify GENERIX in writing, with at least forty-five (45) calendar days' notice, of any request for an audit operation, the date of the audit as well as the name of any third party in charge of the audit. In the case of a documentary audit, the Parties agree on a reduced notice period of at least fifteen (15) calendar days. In the event of a proven security incident likely to affect the Client's PD, the Parties shall coordinate in good faith for a targeted

documentary audit as soon as possible, with reasonable notice which shall not exceed five (5) working days, save where duly justified impossibility. GENERIX may refuse the audit firm and the persons designated to carry out the audit if the Client's proposal reveals a conflict of interest and/or if the audit firm is a competitor of GENERIX. In the event of refusal, GENERIX must notify this within eight (8) calendar days following the notification of the audit made by the Client or by an audit firm in charge of carrying it out (the Auditor) under the conditions defined by this Contract.

- 5.4 The terms for carrying out the audit shall be the subject of a prior agreement signed by the Parties, which shall include in particular the following conditions:
- The audit schedule, it being specified here that the audit may only take place on working days and hours;
 - The relevant participants;
 - The credentials of the audit firm and of the auditor, it being specified here that the audit firm and the auditor must provide sufficient guarantees of competence and independence, in particular with regard to an ISO/IEC 27001 certification or any equivalent recognised qualification;
 - The terms for communicating the audit report to GENERIX.
- 5.5 GENERIX shall cooperate in good faith with the Auditor and shall provide it with all information, documents or explanations necessary to carry out the audit. The access procedures shall be communicated by GENERIX to the Client, which must comply with them. The logical connections to access the Client's data shall be carried out by GENERIX at the Auditor's request and, where necessary, in the presence of the Auditor. The audit (documentary or on-site) is strictly limited to the elements necessary to verify compliance with GENERIX's obligations relating to PD under the Contract, and must not significantly disrupt GENERIX's activity.
- 5.6 GENERIX shall bear the cost of the time spent by its staff for the purposes of the audit up to a limit of one (1) day per year. Beyond that, the audit shall be invoiced at 3,000 (three thousand) euros excluding tax per working day of audit. Except where the audit report reveals a serious breach of an essential obligation relating to PD directly and exclusively attributable to GENERIX, in which case GENERIX shall bear the reasonable additional costs directly related to the conduct of the audit that enabled this breach to be established.
- 5.7 The audit report shall be sent free of charge to GENERIX by the auditors or by the Client, within a period defined in the audit agreement, so that GENERIX may submit, within a period of twenty (20) working days following the date of its communication, any observations or objections by any written means, including by email, by registered letter with acknowledgement of receipt addressed to the auditor and to the Client. This audit report is confidential in accordance with the terms of the "Confidentiality" Article of the Contract.
- 5.8 In the event that the audit report reveals a serious breach of an essential obligation relating to PD, directly and exclusively attributable to GENERIX, the latter expressly undertakes to implement, at its own expense, all the corrective measures necessary in order to comply with the Contract

INSTRUCTIONS SUPPLY CHAIN EXECUTION Range

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the Contract]
Contract reference	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the duration of performance of the Services
Purpose of the processing	Depending on the business processes subscribed to: - Manage warehouse operations: storage, receipt/returns, picking, packing, shipping - Manage transport operations: organisation, optimisation, freight forwarding, document management, cost calculation and invoicing - Analyse performance
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners - Data subjects derived from customer and prospect data
Categories of personal data processed	[Retain only the business processes subscribed to, delete the others] - WMS: identification data of the customers to be delivered (such as surname, first name) or of warehouse operators and/or truck drivers (warehouse operator's employee number, name of the supervisor), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - TMS: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, delivery appointments, delivery details, free-text fields - YMS: identification and contact data of the customers to be delivered (such as surname, first name, telephone), various information on warehouse operators and/or drivers (nationality, language spoken, contractual status of the data subject, vehicle registration number), free-text fields - EOT: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - 3PL Portal: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - Carriers Portal: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, free-text fields - GLS OMS: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, free-text fields
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure - Extraction, for analysis on business analytics solutions

List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	https://generixgroup.file.force.com/servlet/fileField?id=0BE7T000000L0TH
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com

INSTRUCTIONS B TO B INTEGRATION Range

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the contract]
Contract reference	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the entire duration of the project
Purpose of the processing	- Control of data flows related to the B to B process - Customer and/or supplier collaboration platform - Tax dematerialisation of invoices and archiving - File transfers, inter-application exchanges - Maintenance and support
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners - Data subjects derived from customer and prospect data
Categories of personal data processed	- Identification data, such as surname and first name - Contact data, such as telephone and email - Location data, such as the postal address on a document - Connection and content data, such as the IP or login identifiers, user records - Free-text fields
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure - Extraction, for analysis on Business Analytics solutions
List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	https://generixgroup.file.force.com/servlet/fileField?id=0BE7T000000L0TH
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com

GCR INSTRUCTIONS

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the Contract]
Internal reference of the Contract	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the entire duration of the project
Purpose of the processing	Give access to the GCR platform in order to: - Control data flows related to the GCR process - Customer and/or supplier collaboration - Calculation of supply requirements and transmission of supply orders - Optimisation of the transport of the goods ordered
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners
Categories of personal data processed	- Identification data, such as surname and first name, to give access to the platform - Connection and content data, such as the IP or login identifiers, user records - Email
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure
List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	AWS
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com