

## GENERAL TERMS AND CONDITIONS OF PURCHASE (GCP)

**Purchase Order and acceptance of GCP:** These general terms and conditions shall govern all requests for services from the AGENCY as well the performance of services by the Service Provider. These general terms and conditions take precedent over the Service Provider latter's general conditions of sale. The specific conditions governing Purchase Orders, as agreed in writing between the AGENCY and the Service Provider, shall take precedent over the GCP in the event of contradiction between them.

**Performance of an order:** The Service Provider hereby agrees to perform services requested in a Purchase Order in accordance with state of the art rules and standard practice in the profession as well as currently applicable laws and regulations. The Service Provider also accepts responsibility for submitting all tax and social security declarations in accordance with current regulations and agrees to provide evidence of compliance on first request by the AGENCY.

**Contract term:** The contractual relationship shall terminate once the services requested in a Purchase Order have been performed, without prejudice to the provisions governing confidentiality set out below, which shall continue to apply thereafter.

**Prices, payment and billing:** Prices shall be fixed and not reviewable for the term covered by the order. Any changes to a Purchase Order must be in the form of a written agreement. All services supplied must be invoiced in accordance with statutory and regulatory obligations. Unless otherwise specifically agreed in writing, the AGENCY will make payments 45 days after the end of the month of billing, by bank transfer, once the service provided has been acknowledged as complete by the AGENCY and in accordance with the Purchase Order. The Service Provider agrees to allow the AGENCY to set-off any credit and debit balances it may have with regard to the AGENCY.

### **Liability and insurance**

The Service Provider shall be liable for all damage, direct and indirect, caused to the AGENCY, its customers and any third parties while performing the services entrusted to it as well as to its own suppliers. The Service Provider hereby declares itself to be the holder of a valid insurance policy subscribed to with an insurance company known to be solvent and covering the financial consequences of its liability for any damage, direct or indirect, it may cause as a consequence of performing the services.

**Assignment – subcontracting:** The Service Provider may not assign, transfer or subcontract, even free of charge, all or part of an order without the prior and express consent of the AGENCY. In every case, it shall remain solely and fully liable to the AGENCY for the performance of all orders and for complying with the GCP.

### **Industrial and intellectual property rights:**

Each of the Parties shall retain ownership on all items of property protected by intellectual property rights and acquired and/or held prior to the placement of a purchase order. The Service Provider thus guarantees that the AGENCY shall be entitled to peacefully exercise and enjoy the ownership rights to all property supplied in execution of a Purchase Order and also indemnifies the AGENCY against any legal recourse or action that may be taken against it by a party considering itself to hold rights to all or part of the property supplied by the Service Provider pursuant to the placement of the purchase order.

**Termination – Cancellation:** Non-performance by either of the Parties of its obligations under the terms of the Purchase Order shall entitle the other Party, fifteen (15) days after service of notice delivered by registered letter in exchange for a receipt fails to obtain a satisfactory response, to terminate the agreement automatically, without prejudice to the right of the Party cancelling the agreement to seek compensation.

**Confidentiality – Personal data:** The Service Provider hereby commits to keep strictly confidential all information, of any kind, written or verbal, it may have access while executing a Purchase Order, as well as any confidential information concerning the AGENCY and its customers it may similarly have access during that time. It also commits not to communicate such information to third party other than those entitled to have access to them for the purpose of executing a Purchase Order. The Service Provider undertakes to use

such confidential information solely in order to perform the services entrusted to it, and for a period of 3 years following execution of a Purchase Order or the agreement's end.

The Service Provider shall comply with applicable data protection and privacy laws and only process Personal Data (as regulated under aforementioned laws) for the strict purposes of providing the services, and, where applicable, solely on behalf of the AGENCY. Any disclosures to third parties shall be subject to prior notice and, where applicable, prior consent. The Service Provider shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, alteration or unauthorised disclosure or access. Personal Data transfers outside of the EU/EEA shall be subject to appropriate legitimisation tools. The Service Provider shall notify the AGENCY within 24 hours of becoming aware of any occurrence of a Personal Data breach.

**Independence** : There is no a legal partnership or joint venture between the AGENCY and Service Provider which remains an independent contractor. The Service Provider declares not to be in a situation of economic dependency towards the AGENCY and will inform in writing the AGENCY should he fall under such economic dependency.

**Social and Environmental Responsibility** : The Service Provider undertakes to comply with national, european and international applicable rules regarding ethical norms and responsible conducts, including and without limitation, norms about human rights, protection of the environment, sustainable development and active and passive corruption.

**Jurisdiction**: Purchase Orders and these GCP shall be subject to French law. In the event of litigation concerning the interpretation and/or performance of Purchase Orders, the Nanterre Commercial Court shall have sole jurisdiction.