

General Purchasing Terms and Conditions

EPSA Marketplace, whose French business registration number (SIREN) is 537 976 631, ("EPSA MP") provides its customers (the "End Customers") with various purchasing outsourcing services, either directly or through its French and foreign sister companies and/or subsidiaries (the "Subsidiaries"). The term EPSA MP used below includes the Subsidiaries. Within the framework of its services, EPSA MP acts as an agent of the End Customers for the placing of their orders (the "Orders") for products or services (the "Product") from any of its listed suppliers (the "Supplier"). EPSA MP on the one hand and the Supplier on the other hand are referred to as the "Parties" and individually as a "Party".

Article 1. Purpose

These general purchasing terms and conditions ("GPC") define the terms and conditions applicable to any Orders placed by EPSA MP with the Supplier once the Order has been accepted (within the meaning of Article 3) by the Supplier. Unless otherwise agreed in writing by EPSA MP, no other contractual documents shall govern the Orders. In particular, the Supplier's general terms and conditions of sale shall be excluded, even if they are attached to the Order or to any invoice of the Supplier arising therefrom.

Article 2. Right of Access

Our staff and, where applicable, members of classification bodies and/or representatives of our end customer shall have free access at all times to the Supplier's and their subcontractors' workshops, to the sites where the supply is performed and to all legal documents.

Article 3. Acceptance of an Order

All Orders shall be sent to the Supplier by e-mail to the address provided by the Supplier. Orders may, if necessary, be accompanied by a technical document. The Supplier shall have two (2) working days to acknowledge receipt of the Order by confirming in writing the main terms of the Order (time, quantity and price). Such acknowledgement of receipt shall constitute acceptance of the Order, it being understood that in the event of failure to comply with the aforementioned time frame, or in the event of commencement of performance, the Order shall be deemed tacitly accepted by the Supplier.

Article 4. Changing/Cancelling an Order

By the Supplier:

If the Supplier is unable to fulfil an Order as addressed to it, the Supplier shall be obliged to inform EPSA MP in writing within the time limit set out in Article 3, specifying in its reply the changes to the Order that it considers necessary. If the suggested changes are agreed upon, EPSA MP shall send the Supplier an updated Order which shall again be subject to the acceptance procedure referred to in Article 3. It is hereby specified that any changes, including immaterial changes shall be notified to the Supplier by any written means as soon as possible after the Supplier receives the Order, and in any event before delivery. The Supplier may only cancel an Order in a case of force majeure within the meaning of Article 16 of the GPC.

By EPSA MP:

The Supplier is informed of the fact that EPSA MP acts as an agent for an End Customer. EPSA MP may therefore have to change or cancel

an Order, if necessary after its acceptance by the Supplier, due to its own commitments to the Customer. Such change or cancellation shall not give rise to any compensation for the Supplier, EPSA MP being responsible for demonstrating that the required change or cancellation is the result of a request from the End Customer.

It is hereby clarified that in the event that an Order Form is accompanied by the GPC, it shall replace any quotation previously issued by the Supplier.

Article 5. Delivery time and place

The delivery times set out in the Order are firm and binding, and the Supplier is therefore bound by a performance obligation to meet them. The Supplier may only invoke the failure of its own suppliers against EPSA MP in the event of justified and documented force majeure (within the meaning of Article 16 GPC).

The Supplier may proceed with the early delivery of the Product but shall obtain the written agreement of EPSA MP if the actual delivery date precedes the date initially planned by more than ten (10) working days.

The Supplier undertakes to immediately notify EPSA MP by any written means of the occurrence of any event likely to result in a delay in delivery in relation to the deadline set out in the Order. The Supplier undertakes to take all necessary measures at its own expense to make up for this delay (e.g. use of express delivery).

The Supplier may not, under any circumstances, rely on any dispute with EPSA MP to refuse to execute, or to partially execute, an Order.

Article 6. Place of delivery

The place of delivery is indicated in the Order. Except in special cases, this is the End Customer's address (head office, establishment, office, warehouse, etc.).

The Supplier undertakes to check with EPSA MP, prior to delivery, that it has all the necessary information enabling it to access the delivery site. In the event of access difficulties, the Supplier must contact EPSA MP before cancelling or postponing the delivery.

Article 7. Delivery documents

The Supplier shall attach to each delivery:

- A delivery note with the following information:
 - o Delivery note number
 - o Number of packages
 - o Full Order Reference
 - o Product reference and designation
 - o Purchasing unit of the Purchase Order
 - o Quantity delivered
 - o Date of delivery
- Any accompanying documents, including but not limited to, warranty certificates, drawings, quality reports and maintenance and instruction manuals and generally any items reasonably necessary for the proper supply of the Product. Any other document required to certify the conformity of the Product to the Order specifications (e.g. but not limited to: certificate of origin/conformity/material, quality control, compliance with standards, customs clearance documents). It is hereby specified

for all practical purposes that these documents must be provided to EPSA MP on first written request and without delay. The Supplier should be able to justify at all times any approvals and declared standards compliance (e.g. ROHS, REACH AFNOR, CCT, UTE, BNAé, AIR, CE marking, etc.).

Article 8. Acceptance of delivery

The delivery shall be checked by the End Customer or a member of their staff, a member of EPSA MP's staff or any other third party selected by the Customer (the "Receiver"), which the Supplier accepts and acknowledges.

Any item which is surplus to requirements, or the Receiver deems non-conforming and/or defective, shall be the subject of a rejection report, or partial acceptance report, which shall be notified to the Supplier within thirty (30) days from the date of delivery. The Supplier shall proceed to recover the Product(s) concerned, by its own means, at its own expense, and within a maximum period of five (5) working days, failing which EPSA MP may organise reshipment and invoice the full cost to the Supplier, in addition to a penalty of one hundred (100) euros excluding tax. The Supplier shall then implement any remedial and/or corrective action enabling a new delivery of the Product with acceptance without reservation.

If the End Customer addresses their complaint directly to the Supplier, the latter undertakes to inform EPSA MP without delay and to hand over the relevant items.

Article 9. Liability and warranty

From the date of unconditional acceptance of the Order, the Supplier shall remain liable under the warranty for hidden defects provided for in Article 1641 of the French Civil Code. From the date of delivery and for a period of 36 months, the Supplier is expressly obliged to guarantee, parts and labour, all or part of the supply which may be affected by any defect in its design or execution or assembly. This guarantee obligation of the Supplier is total and may not be reduced for any reason whatsoever. The supplier shall therefore be obliged to replace, in a timely manner, all or part of the supply that proves to be defective. The transport costs and any travel guarantee costs for warranty work shall be borne by the Supplier. The Supplier also provides a 36-month guarantee on exchanges and repair work.

Article 10. Price

The prices set out in the Order shall be understood to include all taxes, duties and levies of any nature whatsoever incurred by the Supplier in delivering the Products and, more generally, in fulfilling the Order, with the exception of value added tax (VAT), or any other tax that may be applicable, which shall be invoiced by the Supplier in addition to the agreed price, or self-assessed by the Customer where applicable, in accordance with the tax provisions in force at the time the Products are invoiced. The price is firm, final and non-revisable. The applicable Incoterm is DDP (Delivered Duty Paid).

Article 11. Invoicing

EPSA MP acts as the agent of the End Customer and is therefore the sole recipient of the Supplier's invoices, whatever the circumstances, and even in the event of a dispute between the Parties. The Supplier undertakes not to send an invoice to the End Customer and not to contact them in the event of a dispute with EPSA MP. All invoices must be sent by e-mail or post, in one copy, to the attention of the "Accounts Payable Department".

All the addresses can be found on your order form.

All invoices must include:

- The full reference of the Order concerned (it being specified that an invoice may only relate to one Order; grouped invoices will be *de facto* rejected)
- The number(s) of the delivery note(s)
- Product reference
- Current prices
- The quantities delivered

The Supplier shall only issue their invoice on the date of delivery written on the Order (the "**Issue Date**"), subject to unconditional acceptance of the Product(s). Should EPSA MP receive an invoice issued prior to the Issue Date, only the Issue Date shall be binding between the Parties, the invoice being considered as not issued until that date.

All invoices from the Supplier shall be payable within forty-five (45) days from the end of the month following the Issue Date. In the event of late payment, the following additional sums will be due to the Supplier by operation of law:

- Legal fixed compensation for collection costs in the amount of €40 excluding VAT; and
- Late payment interest at a rate equal to three (3) times the legal interest rate in force in France, unless otherwise prescribed by an applicable law. The legal interest rate is that in force on the date of issue of the invoice.

In the event that EPSA MP is a creditor in any capacity whatsoever of the Supplier, the claim of EPSA MP and any possible claim of the Supplier shall be considered reciprocal and fungible, allowing them to be offset at the sole discretion of EPSA MP (expressed by any written means to the attention of the Supplier). EPSA MP may however opt for a credit note to be issued by the Supplier instead of the offsetting. This request must be sent by any written means to the Supplier and must be followed up within a maximum of five (5) working days. Any dispute by the Supplier of EPSA MP's claim must be documented and justified; any compensation shall then only be made up to the amount not disputed, the Parties having to reach an agreement on the disputed amounts at the latest within thirty (30) days from the date of the Supplier's dispute of EPSA MP's claim. In the absence of agreement after this period, EPSA MP may proceed with the above-mentioned compensation on a provisional basis, until a final agreement is reached between the Parties on the disputed sums.

Article 12. Protection of personal data

In this article, capitalized terms have the meaning given to them in Article 4 of the General Data Protection Regulation ("GDPR"), Regulation (EU) No. 2016/679.

12.1 Controller or Processor Status

To ensure the protection of Personal Data exchanged in the context of an Order, the Parties undertake to comply with the provisions of the GDPR and any other applicable legislation. In particular, each Party undertakes to make available to the other Party, on first request, any information necessary to demonstrate compliance with its obligations as set out in Article 28 of the GDPR.

In this respect it is recalled that:

- The Controller determines in writing the purposes and means of the processing; the Processor processes the data only on behalf of the Controller and according to their written instructions; finally, if the processor uses another processor as a sub-contractor they are subject to the same obligations.
- The Personal Data remains the property of the Data Subjects.

12.2 Obligations of the Controller

The Customer acts as data controller. The Data Controller undertakes to comply with all the obligations incumbent upon him and in particular to:

- Only transmit to the Processor, such Personal Data the Processing of which is lawful within the meaning of Article 6 of the GDPR;
- Inform the Processor if the Data Subjects exercise their rights of access, rectification, erasure, objection and/or restriction, and of any other right provided for by the GDPR (the "Rights") which may affect the performance of the service;
- Pass on to the Processor any requests which may be within its competence and emanating either from a Data Subject with regard to the exercise of their Rights, or from a competent authority, it being specified that the Processor undertakes to reply to the Data Controller as soon as possible and no later than within five (5) days.

12.3 Obligations of the Processor (initial and other)

The Supplier in their capacity as Processor undertakes to comply with all the obligations incumbent upon them and in particular to:

- To Process Personal Data only for the purposes defined by the Customer as Data Controller and for the period required to achieve the purposes. To take the reasonable measures required to guarantee an appropriate level of protection for Personal Data, and as a minimum, to put in place the measures described in Article 21 and in particular to carry out regular checks of the measures put in place and to train and raise the awareness of its staff;
- The Supplier must obtain the Customer's prior written consent before using subcontractors to perform the Order.
- Provide access to Personal Data only to those members of its staff (or the staff of authorised Processors) who will need to know it, either to carry out the performance of the service or to meet legal or regulatory requirements. The Supplier undertakes not to share the Customer's personal data with third parties (including subcontractors) without the Customer's prior and specific written consent. They must also ensure that the persons authorised to process the Customer's personal data are subject to confidentiality obligations equivalent to those set out in the Order and ensure that their staff and those of their sub-contractors are duly trained in their obligations in relation to the processing of the Customer's personal data;
- Notify the Data Controller of any destruction, loss, alteration, damage and/or disclosure of Personal Data, or any unauthorised, accidental or unlawful access, within a period not exceeding forty-eight (48) hours;
- Process Personal Data only within the EEA or in a non-EEA state ensuring an adequate level of protection (according to the decision of the European Commission); failing this and with the agreement of the Responsible Party only, the Processor undertakes to contractually frame the transfer of Personal Data by means of standard contractual clauses established by the European Commission, and in compliance with articles 44 et seq. of the GDPR.

If the Processor is contacted by a Supervisory Authority or by a Data Subject wishing to exercise their Rights, the Processor shall inform the Controller without delay. The Processor shall refrain from taking any action or response without the written instructions of the Controller, which shall be provided within a maximum period of five (5) days, and will provide full cooperation and support concerning such requests and claims. After this period and in the absence of instructions, the Processor shall take any action or response required and shall inform the Data Controller thereof.

12.4 Data Protection Officer (DPO):

EPSA MP's DPO can be contacted at DPO@epsa.com. The contact details of the Supplier's DPO shall be sent to EPSA MP by any written means.

Article 13. Privacy

13.1 Confidential information:

The following information is confidential (the "Confidential Information"), both in relation to the Parties and to the End Customers:

- The content of the Orders;
- Any information provided or made accessible to the other Party in the context of an Order, regardless of the (i) transmission: orally, in writing, in a digital file; (ii) medium: paper, electronic, hard disk; (iii) nature: file, document, photograph, email; (iv) field: technical, legal, commercial, marketing, industrial, R&D, financial;
- Any information derived from the above;
- Any information marked "confidential";
- With regard to the Party transmitting the information, without this list being exhaustive: business activities; business lines; know-how; strategy; projects; commitments; contracts; customers; suppliers; skills; techniques; ideas; intellectual property; organisation; governance; production processes; plans; financial statements; financial, marketing or commercial methods; commercial policy; legal structure; budgets; forecasts; servers and networks; specifications and other similar information.
- Customer Property

Confidential Information shall not include, unless the Party claiming otherwise can so demonstrate, information:

- Conveyed by a third party not bound by confidentiality;
- Developed from non-confidential information;
- Which was already in the public domain (generic or publicly available information) at the time of its disclosure or which entered the public domain after its disclosure through no fault of the receiving Party (the information will then be considered confidential until the date of its entry into the public domain);
- Ordered to be disclosed by virtue of a court order or a legal or regulatory provision.

13.2 Use and sharing of Confidential Information:

The Party receiving the Confidential Information undertakes to keep it confidential and to take all precautions in this respect that would have been taken to protect its own confidential information.

In particular, the Party receiving the Confidential Information undertakes to ensure that the Confidential Information is:

- used for the purpose of fulfilling the Order
- transmitted only to those members of its staff, collaborators and/or subcontractors who need to know it in order to carry out the Order, and who shall be subject to confidentiality conditions at least equivalent to those set out herein; the Party receiving the Confidential Information undertakes to ensure that the aforementioned obligation is complied with by the aforementioned persons and shall be liable in the event of any breach by them of this clause;
- not communicated, reproduced, distributed or published to any third party whatsoever without the prior written consent of the other Party; During the period of performance of the Order, and for a period of five (5) years after its expiry or termination, each Party undertakes to take all necessary steps with regard to their personnel and to the natural or legal persons with whom they have dealings to ensure that this prohibition is strictly complied with.

- protected against unauthorised reproduction, use or display.

An exception to the above shall be made if required by a legal or regulatory obligation, or by a judicial or administrative decision.

Article 14. Intellectual property

14.1 Proprietary knowledge. Each Party shall remain the sole owner of the intellectual property rights (i) owned, authored or licensed by them prior to the commencement of the Order or (ii) developed or acquired subsequent to but independent of the commencement of the Order, ("Proprietary Knowledge") subject to the rights of third parties.

The Supplier hereby grants the Customer, in consideration of the amount of the Order, for the legal duration of the intellectual property rights and for all countries of the world, a non-exclusive, irrevocable and transferable right to use and/or exploit the Proprietary Knowledge, with the right to sub-license insofar as such knowledge is necessary for the use and/or exploitation of the Products and/or Results. The Customer undertakes not to use such Proprietary Knowledge for any other purpose.

The Supplier grants the Customer a non-exclusive right to use the software as integrated into the Products, in an executable version for the life of the Products and for the whole world. This right is transferable to the end customer of the Customer using the Products, within the limits of this article.

14.2 Customer Property. All (i) logical components, in particular files, data received and processed and/or Customer data, incorporated into the Products or (ii) tangible assets belonging to the Customer (including deliverables) used, transformed and/or transferred for the production of the Products (Customer Property) remain, at all times, the exclusive property of the Customer. The Supplier undertakes not to access, use, change or process the Customer's Property, nor to allow a third party to carry out the aforementioned operations, except for the purposes of fulfilling the Order or if expressly requested in writing by the Customer. The Customer reserves the right to ask the Supplier to diligently amend, update, destroy and return, regardless of the manner, any Customer Property for which the Supplier is responsible.

14.3 Third party rights. In the performance of the Order, the Supplier shall refrain from using intellectual property rights belonging to a third party without the prior authorisation of that third party. Any rights or royalties that may be due for such use shall be borne exclusively by the Supplier. The Parties each represent and warrant that they are the owners of the intellectual property rights required for the performance of the Orders, and that they will take the necessary steps to maintain these rights for as long as required.

14.4 Transfer of results. The results of the performance of the Order, and the intellectual property rights attached thereto, including the Products manufactured to the Customer's specifications or developed by the Supplier for the Customer (the "Results"), shall, as and when the Services are performed, be the exclusive property of the Customer, to whom the Supplier undertakes to deliver them. In this respect, if the Results include copyrights, the Supplier transfers to the Customer exclusively and definitively, for the legal duration of the copyrights and for the whole world, all of the copyrights attached to the said Results. These rights include the rights of reproduction, representation, modification, adaptation, translation and marketing in any form, in whole or in part, by any means and on any media now known or to come. The Supplier assigns to the Customer any right to file patents on inventions that it may generate in the performance of the Services. To this end, the Supplier undertakes to grant the Customer, and to have its employees grant, where applicable, all the powers necessary for the filing, both in France and abroad, of any industrial property title

whatsoever relating to the Services that the Customer may wish to file. In return, the Customer grants the Supplier a free and non-exclusive licence to use the said patents in fields other than those of the Supplier.

14.5 Infringement warranty. The Supplier fully guarantees the Customer against any claim brought against the Customer in any place whatsoever by a third party relating to an infringement of intellectual property rights resulting from the Products covered by the Order and/or their exploitation/use. The Customer shall notify the Supplier of any such claims. In the event of a contentious claim, whether founded or not, the Supplier undertakes, by virtue of the aforementioned guarantee, at the Customer's choice, either to collaborate with and actively assist the Customer during the proceedings, or to intervene voluntarily without delay in the proceedings and to take charge of the management of the proceedings. In the event of an extra-litigious claim, whether founded or not, the Supplier undertakes to take the necessary steps to settle the dispute with a third party, keeping the Customer informed. Should the Customer be obliged to cease using all or part of the Product, and without prejudice to the Customer's right to cancel the Order, the Supplier undertakes to immediately implement one of the following solutions, in all cases at its sole expense:

- Provide the Customer with the right to use the Product freely,
- Or replace or modify it so that the rights of use can no longer be contested, it being specified that the Supplier undertakes, at its own expense, to take back any stocks of infringing Products already delivered. In all cases, the aforementioned modifications and/or replacements must comply in all respects with the contractual documents of the Order. In the context of the above claims, any sums/expenses that the Customer may have to bear for any reason whatsoever, in particular in respect of costs, fees and damages, shall be reimbursed in full by the Supplier to the Customer at first request and without delay.

14.6 Prices stated The price stated in the Order includes the price of the assignment of the rights referred to in Article 14.4 as well as all the Supplier's other commitments under this Article 14.

Article 15. Obligations of the Parties

15.1 Legality of the work: in accordance with the law on the fight against undeclared work and the work of foreigners in an irregular situation, the Parties guarantee the regularity of their situation with regard to Articles L.8221-1 et seq. and L. 8251-1 et seq. of the French Labour Code, and undertake to respect the conditions of registration, compulsory social contributions and declarations and payments to the tax authorities.

15.2 Insurance: the Parties hold the required insurance policies, taken out with reputable insurance companies, covering the consequences of their liability for any damage they may cause to each other or to any Potential Client in the performance of this Agreement.

15.3 Co-operation: The Parties undertake to co-operate actively and in good faith to ensure the performance of each Order. Thus, they undertake to keep each other informed of any difficulty in the performance of an Order so that appropriate measures can be taken to provide a rapid and effective solution to the difficulty observed.

15.4 Personnel: the Parties shall ensure that qualified staff are available in adequate numbers for the proper performance of each Order. Each Party shall be responsible for the management and control of its personnel, shall bear all related costs, and shall undertake to comply with the applicable laws, regulations and any collective agreements. Where applicable, each Party undertakes to ensure that their employees and agents who are seconded to the other Party's site comply with the applicable internal regulations or instructions as well as with the rules of physical and logical security, which will be brought to their attention beforehand.

15.5 Compliance with health, safety and environmental regulations. The Supplier undertakes to ensure that the Products are manufactured

and delivered in compliance with applicable international, European and national legislation and regulations as well as current health, safety and environmental standards, in particular (but not exhaustively) with regard to (i) dangerous products, chemical substances and preparations (e.g. REACH, RoHs, etc.) - including their transport to the place of delivery, (ii) the sourcing of minerals from conflict zones, (iii) waste and the circular economy (e.g. reuse and recycling), (iv) energy consumption, (v) preservation of natural resources and protection of soil, water, air, biodiversity and ecosystems, (vi) carbon footprint, (vii) protective equipment for electrical and fire protection, electromagnetic/ionising/optical/radioactive radiation and vibrations, (viii) personal safety and protection, (ix) prevention of pollution and nuisance (noise, visual, olfactory).

The Supplier undertakes to inform the Customer of any non-compliance with the regulations as set out above and shall indemnify the Customer for any consequences resulting from the Supplier's failure to comply with the obligation described in this article. Specific recommendations/instructions relating to any such non-conformities shall be provided to the Customer in order to ensure the safe use and disposal of the Product throughout its life cycle, including end of life.

If the Supplier is located outside the EU, in the event of delivery within the EU, it is nevertheless the Supplier's responsibility to ensure that its Product complies with these regulations and directives and to produce the required accompanying documents, unless explicitly specified otherwise by the Customer. If the Supplier is located within the European Union and the Products are to be delivered outside the EU, it is the Supplier's responsibility to comply with the laws and regulations applicable in the country or countries of delivery.

The Supplier undertakes to impose on their own suppliers and subcontractors the same obligations as those described above.

The Supplier undertakes, when working on the Customer's site, or on the site of one of the Customer's clients, to comply with the applicable health, safety and environmental rules and regulations. In particular, before any service or intervention, they will carry out a risk analysis and an analysis of the impact on health, safety and the environment, and implement all appropriate prevention and management measures. They undertake to sign the necessary prevention plans.

The Supplier undertakes, on request, to provide the Customer with their performance data in terms of safety, waste management and carbon footprint. In particular, the Supplier shall implement measures to reduce the carbon footprint associated with the production and performance of the Products. To this end, at the Customer's request, they will provide information on the methodology and monitoring of their greenhouse gas emissions (scope 1, 2, 3), as well as the targets for reducing such emissions and the actions implemented to achieve them.

15.6 Compliance with international trade laws

Each Party undertakes to comply with the (i) laws and regulations relating to export control, national security and national strategic interests, and (ii) economic sanctions or restrictions, which are in force in all countries (including the countries of the Parties, the United States of America and the United Kingdom) and in international organisations, in particular the EU ("European Union") and the UN ("United Nations"). The Supplier shall notify the Customer, via the email address used to send the EPSA order form, whether or not all or part of the Products are subject to export control regulations, before the Order comes into force. The Supplier certifies that all export control classification information relating to the Products is complete and accurate. The Order is issued subject to receipt of the duly completed and signed CECC form.

The Supplier warrants that it will not use any tangible or intangible controlled goods under the United States ITAR (International Traffic in

Arms Regulations) for the development, execution or manufacture of a Product.

Prior to acceptance of an Order, the Supplier shall use its best endeavours to obtain all licences/authorisations required for the export, re-export or transfer of the Products. Obtaining licences/authorisations must be compatible with meeting delivery deadlines for the Products.

In the event of refusal/withdrawal of a licence/authorisation before delivery of the Products, the Supplier must inform the Customer as soon as possible and at the latest within five (5) calendar days. The Customer shall be entitled to cancel the Order.

The supply, import, intra-Community transfer and export of cryptology equipment are subject to a declaration or request for authorisation from the ANSSI (French National Agency for the Security of Information Systems). Where applicable, the Supplier shall take these steps and shall provide, at the Customer's request, a copy of the documents issued by the ANSSI, within five (5) calendar days.

The Supplier shall notify the Customer as soon as possible and within a maximum period of five (5) days of any new condition applicable to a licence/authorisation which may affect the Customer's rights and obligations to import, use, transfer, export or re-export the Products. The Supplier shall provide the Customer with all the information required to assess the new situation and its consequences. The Parties undertake to discuss together the consequences of these changes on the Order.

At the Supplier's request, the Customer shall inform the Supplier of the classification, in terms of export control, of the know-how, documentation or information transmitted by the Customer as well as of any developments likely to modify the regime applicable in this respect.

The Customer's obligations under an Order may be subject to state or supranational authorisations. The Customer shall use its best endeavours to submit complete applications that comply with the required conditions and to apply for the necessary state or supranational authorisations within a timeframe that is compatible with the obligations of the Order. The Customer shall have no liability if these authorisations are refused or withdrawn.

The specific requirements relating to the Supplier's access to or possession of export-controlled goods (tangible or intangible) disclosed to it by the Customer shall be detailed in the Order. The Supplier undertakes not to give access to these goods to persons who are not authorised under the export control regulations governing these goods. French General Inter-ministerial Instruction No. 1300 on the protection of national defence secrets applies in the event of access by the Supplier to classified information or materials, or in the event of the Supplier's possession of such information or materials, disclosed by the Customer.

The Supplier shall pass on all of these obligations, in equivalent terms, to its subcontractors and suppliers.

Article 16. Force majeure

No Party shall be liable for failure to perform, or delay in performing, an obligation under these GPCs, if this results from a case of force majeure as defined in Article 1218 of the French Civil Code and by the established case law of the French courts.

The Party affected by a force majeure event shall notify the other Party as soon as possible. Delivery of the Order shall be suspended until the force majeure event has disappeared, expired or ceased. However, in the event of an impediment of more than fifteen (15) days, the Order may be terminated by operation of law.

Each Party undertakes to take the necessary and reasonable measures as soon as possible to mitigate the effect of force majeure on the performance of the Orders.

Article 17. Notification

All notifications shall be made by:

- ordinary mail to the registered office of the Parties indicated in the header of this document or by e-mail for basic communication;
- registered letter with acknowledgement of receipt to the registered office of the Parties indicated in the header of the present document for all communications to which the Parties intend to give an official character.

Article 18. Miscellaneous

18.1 Independence: the Parties declare and acknowledge that they are and shall remain independent professionals, each insuring the risks of their own business

18.2 Independence of clauses: If one of the provisions of the GPC is declared null and void or inapplicable or is reclassified by a court of law, this provision shall be deemed not to have been written and the other provisions of the GPC shall continue to have full effect. To replace the provision of the GPC that has been declared invalid or unenforceable, the Parties shall negotiate in good faith a new, satisfactory and valid provision in accordance with their original intention.

18.3 Non-waiver: The failure of a Party to exercise a right, sanction or remedy under these GPC shall not be construed as a waiver of that right, sanction or remedy.

18.4 Electronic signature: The Parties may, by express agreement, decide to sign these General Conditions electronically in accordance with the provisions of articles 1366 and following of the French Civil Code, by means of the DocuSign service (www.docusign.com), and thus agree to recognise this electronic signature as having the same value as a handwritten signature, rendering definitive the date attributed to the signature of the General Conditions.

18.5 Sub-contracting The Supplier undertakes not to sub-contract without the Customer's prior authorisation.

Article 19. Disputes

The GPC and the Orders are subject to French law. The Parties shall endeavour to settle any disputes amicably. In the absence of an amicable resolution, any dispute will fall under the exclusive jurisdiction of the Commercial Court of Paris.

Article 20. Termination

Without prejudice to any damages to which it may be entitled, either party may terminate all or part of the Order, ipso jure and without formality, in the event of a serious breach. Termination may be pronounced thirty (30) days after the sending of a registered letter with acknowledgement of receipt giving formal notice to perform. If termination is requested by the Customer, the Customer must indicate in the letter of termination whether it takes effect from the date of the letter of termination or whether the parties must return to each

other everything they have obtained in performance of the Order. If termination is requested by the Supplier or if the Customer has not specified an effective date, termination will only take effect for the future from the date of the termination letter.

The Customer Property or any part thereof shall not be retained in any manner whatsoever beyond the period of completion of the Order, except as required by law or by the Customer.

Article 21. Cybersecurity

The Supplier acknowledges that cybersecurity is a fundamental issue for the Customer and that compliance by the Supplier with the Customer's cybersecurity requirements is an essential and determining condition of the Order.

The Supplier will comply with the cybersecurity obligations described on the website: <https://www.epsa-marketplace.com>

Article 22. Integrity and corporate responsibility

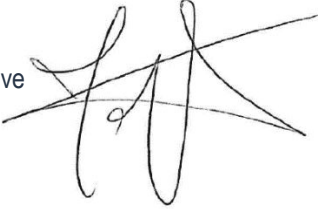
The Parties will always act in accordance with domestic and foreign laws and regulations applicable to the detection and prevention of risks of corruption and influence peddling, and in particular French Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life ("Sapin II Law"), if the latter is applicable to it.

Whether directly or through third parties, neither Party shall offer to a person, or accept from a person, an offer, promise, gift, present or advantage of any kind which is linked to an abuse which that person is making, or has already made, of his real or supposed influence, with a view to obtaining for himself or for another a distinction, a job, a contract or any other favourable decision.

Neither Party shall solicit or accept for itself any offer, promise, gift, present or advantage of any kind whatsoever for abusing their influence with a view to taking or obtaining any favourable decision.

Each of the Parties declares that it has set up a compliance programme that meets the requirements of the Sapin II Law, insofar as it is subject to it. The Supplier acknowledges having signed the EPSA Responsible Procurement Charter and undertakes to comply with it.

The Supplier undertakes to ensure that its subcontractors, suppliers and service providers adhere to a code of conduct that is substantially equivalent to the EPSA Responsible Procurement Charter. Any breach by the Supplier of this Article shall be deemed to be a serious breach conferring on the Customer the right to terminate the Order immediately and without prejudice to any other remedy to which it may be entitled under contractual or legal provisions.

<p>For EPSA MP Name: Matthieu Gufflet Position: Legal representative Duly authorised Signature:</p> 	<p>For the Supplier*: Company name: French business registration number (Siren): Name: Position: Duly authorised Signature:</p>
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* By countersigning this document, the Supplier agrees to submit the Contract it is signing today with EPSA MP to the General Conditions, subject to the exceptions set out in the Contract.