

GENERAL TERMS OF SALE

Campus Serge Kampf Les Fontaines

I – GENERAL PROVISIONS

The "CAMPUS SERGE KAMPF LES FONTAINES GENERAL TERMS OF SALE" (hereinafter "LES FONTAINES" comprising the "COMMERCIAL PROPOSAL" and "SAFETY AND SECURITY APPENDIX", jointly referred to as the "General Terms of Sale" or "GTS") form the sole basis for commercial negotiation.

These GTS are concluded between CAPGEMINI GOUVIEUX, a simplified joint-stock company ("LES FONTAINES"), and any natural or legal person (the "CLIENT") for the purchase of the services described hereinafter (the "SERVICES").

It is understood that the GTS were previously sent to the Client along with a quote for the requested services in accordance with the provisions of Article 1119 of the French Civil Code and Article L.441-6 of the French Commercial Code.

The contractual relationship between LES FONTAINES and the Client shall be governed by the contractual documents outlined above and by the "BOOKING AGREEMENT" signed between the Parties (collectively referred to hereinafter as the "AGREEMENT") where the rights and obligations of the Parties are expressed.

If any provision of the GTS is invalid with regard to binding legal standards, or declared as such by final decision of a competent court, all other provisions shall nevertheless retain their full force and effect.

The Agreement invalidates and replaces all prior written agreements and correspondence regarding the same subject matter and quote.

All pre-printed terms and conditions that appear in the Client's order documents, including the Client's purchasing terms and conditions or any related appendices, shall be considered null, void and without effect. In any event, the Agreement shall prevail over any contradictory conditions found in any document attached or drawn up by the Client or any appendix related to a Client purchase order.

The Agreement may only be modified by an addendum signed by the signatory Parties to this Contract.

LES FONTAINES and the Client shall be referred to individually as the "Party" or together as the "Parties".

II – SERVICES

The Services are defined in the "SALES PROPOSAL" subject to subsequent amendments agreed between the Parties.

The Services shall be performed at the following address (the "Site"):

CAMPUS SERGE KAMPF LES FONTAINES
67 route de Chantilly
60270 Gouvieux – France
Mailing address:
BP 6011 – 60501 Chantilly – France
Tel: 33(0)3.44.62.91.00/92.00/93.00
Email: contact@les-fontaines.com

It should be noted that the LES FONTAINES Campus is strongly committed to organizing events that limit environmental impact and is very active in environmental conservation. As such, it is certified by many French and international organizations. Certain services will therefore be offered while taking this social and environmental commitment into account. All persons working on or visiting the Campus are requested to adopt the same approach.

All Bookings mean the purchase of Services within or outside the Site as part of any event such as conferences, training sessions and/or seminars organized by the Client (hereinafter the "Event").

By signing the BOOKING AGREEMENT, the Client accepts these GTS and the Booking is finalized.

Failure to pay the initial deposit may result in cancellation of the Booking. Under these conditions, the Client shall be responsible for all costs incurred by LES FONTAINES, including the payment of any amounts owed under the conditions provided for in the GTS.

III – CONDITIONS REGARDING THE USE OF SERVICES BY THE CLIENT

a) Participants

A Participant is any person chosen by the Client, and who is placed under its responsibility and/or authority, to attend the Event specified in the Booking Agreement.

For Booking purposes, the Client expressly agrees to send LES FONTAINES a list containing the Participants' names no later than seven (7) days prior to the Event.

If such a list is not provided, LES FONTAINES shall not be liable for any consequences arising from non-compliance with this obligation.

b) Entry to LES FONTAINES

The Site is monitored in order to ensure Participant safety and privacy for Events.

At the entrance to the Site, Participants shall be welcomed at the security gatehouse by an attendant. Once the checks are carried out, the attendant shall direct Participants to the reception and/or parking area ("the Reception").

On arrival to Reception area, Participants will be given a badge that allows them to access their room.

The Client agrees to comply with the safety regulations presented upon their arrival to the Site. Failure to do so by the Client shall not render LES FONTAINES liable.

c) Reception

LES FONTAINES staff members ("the Receptionists") are in charge of the reception 24 hours a day from Monday to Friday and provide the following services:

- issuing individual badges to each Participant;
- booking and organizing transfers for Participants by coach, taxi, etc.;
- BUSINESS CENTER services, secretary services, photocopying, mail, and network cables.
- distributing documents to Participants and other similar services, additional special reception requests, available as an option and based on an estimate.

LES FONTAINES also provides an additional service, at the Client's request, to place documents, gifts or amenities in rooms, available as an option and based on an estimate. Any Client wishing to avail of this service must inform LES FONTAINES as soon as possible and at least three (3) days prior to the Event date, so that the request is carried out under the best possible conditions.

d) Check-In, Checkout and Late Checkout

Rooms are available from 3:00 p.m. on the day of arrival ("Check-In").

On the day of departure, Participants must vacate their rooms by 9:00 a.m. at the latest ("Checkout").

Participants must return their badge when they check out. If badges are not returned, the Client agrees to reimburse LES FONTAINES the equivalent cost per badge.

If the Checkout time is exceeded ("Late Checkout"), the Client must pay an additional room night per Participant based on the applicable price list.

e) Room availability

The number of meeting rooms allocated for each Event shall be proportional to the number of Participants. The Client will be given a specified number of master keys that open the rooms allocated for the Event. However, the number of master keys issued may not exceed 10% of the total number of Participants at an Event. The Client is obligated to return the master keys at the end of the Event.

Additional meeting rooms may be allocated to the Client if required, as an option and based on an estimate.

The rooms are equipped based on the Client's requirements and equipment availability.

Depending on availability, LES FONTAINES shall provide Participants with equipment during the Event that allows them to carry out certain Services, without charge or private occupation (the "Equipment").

If damage is caused by the Participants, the Client shall, at its own expense, restore the loaned Equipment to its original condition.

The meeting rooms are equipped according to the feasible specifications of each room.

The Client must inform LES FONTAINES of its needs and wishes no later than fifteen (15) business days prior to the Event in order for LES FONTAINES to best meet these requirements, according to equipment availability.

If the Client requests a change to the room installation(s) on the day the Equipment is set up, or on the day of the Event, the Client shall pay LES FONTAINES an additional charge for any costs and handling fees based on the appropriate price list.

The Client shall have no recourse against LES FONTAINES in the event where work takes place on or outside the LES FONTAINES Site during all or part of the Services.

Under no circumstances may the Client obtain from LES FONTAINES financial compensation or payment for damages due to the completion of the aforementioned work.

f) Special activity and/or show

In the event that the Client wishes to organize a special activity and/or a show, it may not continue past 1:00 a.m. unless expressly authorized by LES FONTAINES.

The Client shall be billed for the provision of a suitable space in relation to the size of said space. It is stipulated that the Client shall bear the cost of all copyright or rights relating to said copyright with the obligation to meet all of the formalities and declarations required for this purpose.

In the event that the Client wishes to decorate the space provided, all of decorative items must:

- meet the requirements of fire safety regulations as specified in the safety and security appendix and, in general, all safety and security regulations and/or instructions.

- be formalized by submitting a complete technical file that specifies the various materials used for said decoration as well as its installation. LES FONTAINES expressly reserves the right to refuse any decoration upon reviewing the file.

- only be set up in the space provided and not elsewhere.

It is expressly understood that this prior approval may not, under any circumstances, transfer any liability to LES FONTAINES as the Client remains solely responsible for any special decoration that it puts in place.

Any special activity or show during the Event that requires authorization (fireworks, lantern release, drone flight, etc.), the Client agrees to provide LES FONTAINES with the authorization documents validated by the competent authorities at least two (2) weeks prior to the Event.

At the end of the special activity or show, the Client must return the space to its original state so that it can be used by no later than 7:00 a.m. the following day.

Failure to do this shall render the Client automatically liable for a daily fixed fee based on the appropriate price list until the space is properly cleared. This is a crucial precondition of the Parties' agreement.

g) Auditorium

The auditorium is available to the Client from 8:00 a.m. to 6:00 p.m., unless a booking has already been made. If the Client uses the auditorium outside these hours, an additional fee shall be incurred based on the appropriate price list.

The Client will also be offered additional optional services based on an estimate.

The auditorium is operated by a single third-party service provider chosen by LES FONTAINES.

However, with the agreement of LES FONTAINES, the Client may assign one or more external technical service providers. LES FONTAINES shall be available to the Client to contact any external service provider(s) to provide them with all the information required to carry out their work.

However, the external service provider(s) must submit a technical file (at least 15 business days prior to the Event) to LES FONTAINES for all of the facilities and services that they are assigned to provide within the auditorium.

In any case, the external technical service provider(s) may not use the auditorium without the presence of LES FONTAINES auditorium technical team (the "Stage Manager"), which shall be billed according to the Event requirements.

Under no circumstances shall LES FONTAINES be held liable for the Services carried out by these external providers by the submission of a technical file and presence of the Stage Manager. The Client shall be solely responsible for the Services carried out by its own providers and for any consequences arising therefrom.

At the end of the Event, the Client is required to return the auditorium to its original state so that it can be used by no later than 7:00 a.m. the following day. Failure to do this shall render the Client automatically liable for a daily fixed fee based on the appropriate price list until the space is properly cleared. This is a crucial precondition of the Parties' agreement.

h) Furniture and decorative items

The furniture and decorative items installed throughout various areas are an integral part of the Site.

The Client may request that the existing furniture be moved or replaced. The Client shall receive an additional estimate as this request involves handling services, furniture rental, and storage.

If the Client wishes to bring certain decorative items to the Site's rooms or facilities as part of the Event, the Client is formally obliged to provide LES FONTAINES with a technical file fifteen (15) business days before the start of the Event.

Under no circumstances shall LES FONTAINES be held liable for the Client's decorative items only by submission of this technical file. The Client remains solely responsible for any decorative items that it installs.

If any decorative items are supplied by the Client, these items must only be installed in the room made available to the Client and provided for this purpose, and must comply with current safety regulations.

At the end of the Event, the Client agrees to remove any decorative items so that the space where they were installed can be used by no later than 7:00 a.m. the following day.

Failure to do this shall render the Client automatically liable for a daily fixed fee based on the appropriate price list until the space is properly cleared. This is a crucial precondition of the Parties' agreement.

An incoming and outgoing inventory will be carried out by LES FONTAINES and the Client.

i) Meals/breaks

Catering services (coffee breaks, breakfast, lunch, dinner, etc.) form an integral part of LES FONTAINES' service proposal. The Client may not use its own catering service or bring solid or liquid food items onto the Site without prior approval from LES FONTAINES. The use of a third-party food supplier or food items from an external source will not lead to a discount and may result in compensation based on the appropriate price list. The Client must specify the exact number of place settings planned for each meal in writing to LES FONTAINES at least eight (8) business days prior to the Event (Saturday and Sunday not included).

Beyond the cut-off date stipulated by LES FONTAINES and/or in the event of a discrepancy between the items confirmed by the Client and those last approved by LES FONTAINES, the latter reserves the right to impose the category of Services most recently selected by the Client and/or refuse any additional requested Services without being held liable in this matter.

Any place settings provided but not used by the Client will not result in a price reduction.

A reduction in the Services ordered shall be considered a partial cancellation of the booking and the cancellation conditions provided for herein shall be applied.

The Client shall be informed of the conditions regarding meals and/or coffee break services on arrival of the Participants.

Meal services are scheduled as follows:

- Breakfast: from 7:00 a.m. to 9:00 a.m.
- Lunch: noon to 2:00 p.m.
- Dinner: 7:00 p.m. to 10:00 p.m. (winter) and 7:30 p.m. to 10:30 p.m. (summer), according to the timeframe set by LES FONTAINES.

- Coffee breaks: 45 minutes served between 10:00 a.m. and noon and between 3:00 p.m. and 6:00 p.m.

The Client will be systematically billed for any overrun in these scheduled times.

Buffets shall be provided and billed for a minimum of thirty (30) Participants.

It is possible to take meals outside; however, the final decision will be made by LES FONTAINES.

In order to provide a pleasant working environment and to keep the meeting areas enjoyable and clean, coffee breaks and meals are prohibited in the meeting rooms, unless otherwise indicated by LES FONTAINES. Failure by Participants to comply with this instruction may result in additional cleaning fees based on the current price list.

j) Café du Forum

The Café du Forum offers a self-service or non-self-service range of hot (espresso coffee, tea) and cold (water, juice) beverages from 7:30 a.m. to 6:00 p.m.; Participants can meet in small groups here.

Work group breaks should take place in the areas designated for this purpose and not in the Café du Forum, which is not designed for this purpose, unless explicitly authorized by LES FONTAINES.

k) Bar du Château

The Bar du Château is open from 6:00 p.m. to midnight. LES FONTAINES may, at the Client's specific request, extend the Bar's hours beyond midnight which will be billed per extra hour.

All drinks at the Bar are charged according to the menu rates. Drinks are billed individually (to each room) or in accordance with the Agreement and/or its appendices, by means of transfer to a master bill where the total amount will be included in the Client's final bill.

As such, if one or more Participants do not pay for their drinks at the Bar, the Client irrevocably undertakes to pay for the drinks, which will be added to the Client's final bill, no later than eight (8) days from the date that the final bill is issued.

Alcoholic beverages are only served to Participants at meals, as an aperitif before the meal, during the meal, or after the meal as a digestive. The LES FONTAINES Campus staff reserves the right to refuse to serve alcohol to any Participant showing signs of intoxicated behavior.

l) The Spa ("Les Thermes")

Participants can access the Spa from 6:00 a.m. to midnight, using their room key.

LES FONTAINES expressly advises the Client and the Participants that the Spa is freely accessible, with no special supervision or qualified staff instructors in attendance.

Therefore, in the event that a Participant has an accident while visiting the Spa, LES FONTAINES may not be held liable if said accident occurs due to the fault of the Participant, such as the use of spa equipment that goes against recommendations regarding the Participant's health or physical capabilities and, generally, any case other than gross negligence caused by LES FONTAINES.

m) Extras

All extras ordered by Event Participants, including: drinks at the Bar du Château, dry cleaning, reception gift shop, etc., must be paid directly by each Participant on site at the time of Checkout.

If one or more Participants do not pay for these extras, the Client irrevocably undertakes to pay for said extras, which will be added to the Client's final bill, no later than eight (8) days from the date that the final bill is issued.

n) Client deliveries and equipment

Any equipment brought by the Client for organizing the Event must be received in advance by LES FONTAINES in the presence of a Client representative. LES FONTAINES reserves the right to prohibit any equipment or miscellaneous fixtures made available to the Client that are not compatible with the intended use of the Site's premises/spaces.

The Client, or its carrier under the Client's responsibility, must carry out the loading or unloading of the equipment. LES FONTAINES can provide this service as an option and based on an estimate.

Regarding the delivery of food or beverage items, the Client shall assume all risks by providing a liability waiver for receipt and storage.

A corkage fee will be also applied based on the current price list.

Deliveries take place Monday to Friday, from 8:00 a.m. to 5:00 p.m., through the Site's main entrance.

In order to receive deliveries under proper conditions, the name of the carrier/delivery company, a description of the equipment delivered, and the delivery date must be provided to LES FONTAINES at least 48 hours prior to delivery.

Any Client equipment received by LES FONTAINES is stored in a space provided for this purpose, where it is available to the Client.

If the Client fails to collect all the equipment brought to the Site (including documents and other materials) after the Event, LES FONTAINES may dispose of it by any means within ten (10) days following the end of the Event.

LES FONTAINES reserves the right to claim reimbursement from the Client for any possible costs it may incur for this purpose, as well as fixed rate storage costs based on the appropriate price list.

The Client agrees to respect and to ensure that its Participants respect the installations, infrastructure, equipment, furniture, and premises that are part of the Site.

A meeting must be held in advance with LES FONTAINES for any sports activities, incentives, or games/ special events organized by the Client, either directly or indirectly.

The Client must provide a detailed record of the planned activities and/or events to the LES FONTAINES Technical Department in order to check their feasibility within the best possible conditions.

Any involvement of a third party on behalf of the Client shall be subject to a request to LES FONTAINES in advance under the conditions outlined above.

LES FONTAINES explicitly reserves the right to refuse certain special activities or games on the Site.

The Client remains solely responsible for any special activities and/or games organized during the Event. Under no circumstances may LES FONTAINES be held liable for any harmful event resulting from the organization or fulfillment of these activities.

IV – MODIFICATIONS

a) Changes to the number of Participants

The Client shall inform LES FONTAINES at least eight (8) days before the date of the Event of any changes to the number of Event Participants.

In the event where the number of Participants is less than the number planned, the Client may be allocated a new room in proportion to the number of Participants to ensure proper management of the premises. The Client will not be entitled to any refund due to this change.

A reduction in the number of Participants is considered a partial cancellation of the Booking.

If the number of Participants is more than the number indicated in the Agreement, the availability of the space will be confirmed subject to the availability of other spaces, and on receipt of the additional deposit that corresponds to the booking differential.

If space is unavailable, the Agreement shall remain in place according to the terms and conditions set out in the Agreement/estimate.

Under no circumstances will the Client receive financial compensation or compensation for damages of any kind from LES FONTAINES in the event that the originally planned rooms are changed.

(b) Service changes

The Client must send any request to change the Services related to the accepted Agreement/estimate to LES FONTAINES in writing. The Client will be billed for these changes. LES FONTAINES may, at any time and without any reason, refuse the request to change the Services.

Without written approval from LES FONTAINES within eight (8) days of receiving the request, the Agreement shall remain in place according to the terms and conditions set out in the Agreement accepted by the Client. In this case, the Client may not seek any compensation from LES FONTAINES.

(c) Unavailable rooms

In the event that rooms are unavailable due to Force Majeure resulting in temporary unavailability, technical problems on the Site, construction works or any other reason, LES FONTAINES shall make every effort to provide total or partial accommodation for Participants in a hotel with an equivalent grading at least. LES FONTAINES shall cover all transfer expenses (except in cases of Force Majeure), but may not be held liable for payment of any additional compensation.

V – PROHIBITIVE AND SAFETY MEASURES – RESPECT FOR THE ENVIRONMENT

The following are strictly prohibited throughout all rooms made available to the Client: any food items (outside meals), alcohol, or substances whose consumption is prohibited by law, or other outside substances, as well as any animals with the exception of service animals.

To ensure that the rooms made available to the Client are kept safe and properly maintained, LES FONTAINES reserves the right, where this decision cannot be challenged by the Client or result in eligibility for compensation, to

immediately and without notice expel, or escort to their room, any Participant who is intoxicated, or who has consumed a prohibited substance, or who has displayed a physically or verbally aggressive attitude, or who does not comply with the aforementioned rules and obligations (opening and closing hours of the swimming pool/bar, respecting the environment).

In any event, given the exceptional environment of the premises at its disposal, the Client shall ensure that these premises are respected.

The Client agrees to inform the Participants of all the safety rules, in particular those described in the SAFETY AND SECURITY Appendix attached hereto, as well as the rules on environmental responsibility applicable to the Site, and to ensure that Participants behave appropriately, especially during activities organized in the Site's park and while using the Spa.

Prior to the Event, LES FONTAINES shall appoint a staff contact for the Client in the event that problems are encountered regarding a Participant.

Given the fact that LES FONTAINES may organize several Events simultaneously, the Client must also ensure that its own Event does not disturb any neighboring Events.

VI – EXTERNAL PARTIES AT THE CLIENT'S REQUEST

The Client may commission any external service provider, by paying an entry fee based on the appropriate price list, to work at the LES FONTAINES Site, provided that it has obtained prior approval and permission from the appropriate LES FONTAINES departments. LES FONTAINES shall in no way be held liable for the presence of external service provider(s) on the Site. The Client shall remain solely responsible for these providers.

The Client agrees to inform all external parties of the terms and obligations of the Agreement, including these General Terms and the Safety and Security Appendix, subject to concluding a specific confidentiality agreement, and shall ensure compliance with these terms under its sole entire responsibility.

The Client is responsible for any issues or damage attributable to an external party and shall assume all the consequences.

VII – PAYMENT OF SERVICES

The Client agrees to pay for the Services performed according to the follow schedule:

- a 40% deposit on the day the Agreement is signed;
- a 40% deposit 60 days prior to the date of the Event;
- the remaining balance, no later than eight (8) days following receipt of the final bill ("Full Payment Deadline") for the Services provided to the Client.

In the event that Services are not paid within eight (8) days following the Full Payment Deadline, late payment penalties that correspond to three times the legal interest rate will be applied. LES FONTAINES shall be entitled to automatically terminate the Agreement.

A fixed recovery fee of forty (40) Euros shall be payable for each invoice not paid by the Final Payment Deadline. An additional fee may also be added to compensate for all costs incurred in the event of any disputed recovery. The fees may be modified in the event of legislative and/or regulatory changes that may lead to price variations such as changes in the applicable value added tax (VAT) rate, changes in tourist tax, the introduction of new Service taxes, or a change in the existing tax system. The VAT rate applied will be the current rate in force on the date of billing.

Any special provisions requested by the Client outside the invoicing/ payment terms and conditions set out in this article and any request for subsequent changes to these terms and conditions, must be formally approved by LES FONTAINES by signing an addendum to the BOOKING AGREEMENT, which will result in additional billing for administrative costs.

These costs are equal to 3% of the total amount (including tax) of the Services billed, with a minimum charge of €20 (before tax).

It is expressly stipulated that in the event of intermediation during the organization of the Event, the commission shall only relate to the number of Services used and duly collected by LES FONTAINES and shall be billed specifically by the intermediary. Payment of the commission shall be subject to full collection of the payment related to the Event.

The commission is calculated based on the pre-tax amount and the commission amount obtained includes all taxes.

All forms of payment are accepted by LES FONTAINES for bills and deposits.

VIII – CANCELLATIONS

It is understood that the cancellation conditions described in Article VIII are not cumulative for the same Event.

a) Cancellation by LES FONTAINES

Apart from cases of Force Majeure, LES FONTAINES reserves the right to unilaterally cancel, by registered letter with acknowledgment of receipt, any agreement for any reason making its execution impossible, impracticable or illegal.

As compensation, any deposits paid by the Client shall be definitively retained by LES FONTAINES, subject to any other damages that LES FONTAINES may claim in court.

b) Cancellation by the Client

Except for Force Majeure cases, if the Client cancels the Agreement, the latter shall be liable for a fixed rate compensation that cannot be reduced within the limits stipulated below.

Given that billing is based on the Services ordered for the entire Event, the Client is encouraged to closely read the cancellation conditions below. Cancellations for all or part of the initial booking must be sent to LES FONTAINES in writing.

1) Total cancellation of Services

A change in the Event date where the Client has notified LES FONTAINES, as well as failure to pay the deposits by the deadlines provided for in the Agreement, shall be considered as a complete cancellation at the Client's request and will result in a fixed rate compensation of 60 to 100% of the price (before tax) for all canceled Services, according to the number of days prior to the Event date.

- For cancellations occurring more than 45 days before the Event, LES FONTAINES shall bill 60% of the price (before tax) for all Services booked, as fixed rate compensation;

- For cancellations between 45 days and 10 days before the Event, LES FONTAINES shall bill 85% of the price (before tax) for all Services booked, as fixed rate compensation;

- For cancellations less than 10 days before the Event, LES FONTAINES shall bill 100% of the price (before tax) for all Services booked, as fixed rate compensation.

2) Partial cancellation of services

If Event Services are disrupted for whatever reason, the total agreed price (including tax) for the entire Event shall be collected without any possible recourse by the Client.

A disruption to the Event Services refers to any direct or indirect interruption by the Client of an Event already in progress, regardless of the reason or cause of the

interruption. This disruption of an Event is considered a partial cancellation.

Any changes to the Booking at the Client's request is also considered a partial cancellation (including but not limited to changing the number of Participants and/or the Services ordered, or the duration of the Event).

Any partial cancellation will result in the payment of a fixed rate compensation calculated under the below conditions:

- For over 75% cancellation of the Services booked, the conditions for fixed rate compensation will be the same as those provided for in the event of total cancellation of the Event.

- For 0% to 75% cancellation of the Services booked more than 45 days before the Event, LES FONTAINES shall bill 25% of the price (before tax) for all canceled Services, as fixed rate compensation.

- For 0% to 75% cancellation of Services booked between 45 days and 10 days before the Event, LES FONTAINES shall bill 50% of the price (before tax) for all canceled Services, as fixed rate compensation.

- For 0% to 75% cancellation of Services booked less than 10 days before the Event, LES FONTAINES shall bill 100% of the price (before tax) for all canceled Services, as fixed rate compensation.

The Client irrevocably accepts this fixed rate compensation, which must be paid within eight (8) days from the date of billing, and waives the right to request a reduction by amicable arrangement or court proceedings.

Any deposits paid by the Client shall be automatically deducted from the fixed rate compensation due under the above provisions.

If payment is not made within this deadline of eight (8) days, the Event shall be considered definitively canceled at the sole fault of the Client and LES FONTAINES may request that the Client pay damages for any losses suffered, in addition to paying the balance or the full price.

The above cancellation conditions may be modified according to the operating requirements of LES FONTAINES and/or the exceptional or complicated nature of the Event.

c) Cancellation due to Force Majeure
In the event of a Force Majeure as defined in Article 1218 of the French Civil Code that results in the total or partial non-performance of the Services, neither Party shall incur any liability and will not be held liable to pay damages to the other Party.

The respective obligations of each of the Parties shall be suspended provided that the Party subject to the Force Majeure informs the other Party as soon as possible and within 48 hours of its occurrence.

Failure to do so may require the defaulting Party to pay damages, by any legal means, to compensate any losses suffered by the other Party as a result of the delayed notification.

In the event where the hindrance caused by the Force Majeure occurs as the Services are being carried out by LES FONTAINES and lead to a partial non-performance of Services, LES FONTAINES shall bill the Client for any costs incurred for Services already performed prior to the notification of the Force Majeure.

In the event of the total non-performance of Services, LES FONTAINES shall bill a fixed rate for administrative costs equal to 15% of the amount (before tax) of the Agreement accepted by the Client.

After thirty (30) days following notification from the Party that suffered the Force Majeure, or if it is impossible to carry out the full Services within the meaning of Article 1351 of the French Civil Code, the Agreement may be terminated by either Party by sending written notification to the other Party by registered mail with acknowledgment of receipt. Termination will take effect upon receipt of the registered letter with acknowledgment of receipt without either Party incurring any liability as a result.

d) No-shows

If the Client fails to attend the Event without notifying LES FONTAINES ("No-shows"), LES FONTAINES shall bill the Client for compensation equal to 100% of the cost (including tax) for Services booked for the entire Event.

If the number of Participants provided for in the Agreement does not match the number of Participants on the Site during the Event, the Client undertakes to pay the fees due for the no-shows under the conditions defined above and in accordance with the payment terms provided for in these GTS.

e) Report

Unless explicitly agreed by LES FONTAINES, the Client may not postpone the Event once the booking has been made, i.e., once the Sales Proposal is accepted.

Any request by the Client to postpone shall, unless explicitly agreed by LES FONTAINES, be considered a cancellation and shall result in fixed rate compensation as stipulated above in b) Cancellation by the Client.

IX – LIABILITY – INSURANCE

a) Liability

1) Party liability

The Client shall assume, with regard to LES FONTAINES and all third parties, full liability for any losses resulting from damage, including physical, material or immaterial, caused to persons and/or property by the Client, Participants, and/or by an external service provider or subcontractor working on behalf of and under instruction of the Client.

In particular, the Client shall assume, with regard to LES FONTAINES, full liability for any damage (theft, deterioration, etc.), caused by the Client or its intermediaries (notably Participants or service providers), which affects property, equipment or other materials made available by LES FONTAINES, or property belonging to the Client and under its responsibility, regardless of where the property is located (parking lot, lounge, hotel room, etc.).

In the event of non-compliance with any of its obligations, LES FONTAINES may not be held liable if the breach originates in one of the following events: A Force Majeure event as defined above, pandemics, electrical failure, disrupted water supply, act or fault of a third party, Client interference that renders it impossible for LES FONTAINES to partially or totally fulfill its obligations, hidden defects in the facilities, equipment, or buildings.

Similarly, LES FONTAINES may receive, at the Client's request, any package on behalf of the Client delivered to the Site during the Event. However, under no circumstances shall LES FONTAINES be held liable for any incident, deterioration, number of incorrect packages, damaged packages, or delivery issues. The Client irrevocably accepts to assume sole liability for any risks and/or fees associated with the delivery of the package and receipt by LES FONTAINES.

LES FONTAINES may return any packages to the Client.

LES FONTAINES may only be held liable for its employees, staff working at the Site or any service providers operating at the Site on behalf of LES FONTAINES in relation to tasks carried out in order to perform the Services stipulated in this Agreement and within the maximum amount (before tax) for the Services ordered by the Client, in addition to the limits stipulated below.

If one or more Participants are late and miss the scheduled transportation, LES FONTAINES shall not be held liable for their late arrival.

2) Social and environmental responsibility

The Client declares and guarantees to be fully compliant with the laws and regulations applicable to the GTS, in particular those relating to fundamental human rights and freedoms as well as social, labor or environmental regulations, anti-corruption regulations, compliance with competition law and other principles of business ethics, whether these are conventional (company agreements, branch agreements, collective agreements), national, European, or international.

b) Insurance

The Client must take out a Civil Liability insurance policy with a reputable solvent insurance company, which covers all damages (physical, material, and immaterial) that it may cause to a third party (including LES FONTAINES), especially due to the activities that are carried out.

The Client must also take out a Property Damage insurance policy with a reputable solvent insurance company, which covers all damages (including theft) to any goods or materials brought by the Client, including goods and materials of value.

The Client must prove to the relevant LES FONTAINES departments that it has taken out the insurance policies detailed above at least fifteen (15) days prior to the Event. If the Client fails to do so, LES FONTAINES reserves the right to terminate the Agreement. Any deposits paid shall be definitively retained by LES FONTAINES and the Client will remain liable for all the agreed Services. This is a crucial precondition of the Parties' agreement.

It is specified that if the Client wishes to have one or more service providers work on the Site, it must:

- Obtain written approval from the relevant LES FONTAINES departments;
- Ensure that the service providers have the same insurance coverage as that required from the Client; and
- Proof of this insurance coverage must be provided to the relevant LES FONTAINES departments, under the same above conditions that the Client is subject to.

The Client shall waive any recourse against LES FONTAINES for any damage or loss not covered by LES FONTAINES' insurance contract, as well as for any losses exceeding the amount (before tax) for the Services ordered by the Client.

The Client agrees to obtain the same waiver of recourse from its insurance provider.

X – USE OF LOGOS AND TRADEMARKS

The Client agrees to respect the intellectual property rights of LES FONTAINES including the latter's names, trademarks, domain names, logos, acronyms, and artwork and is prohibited from infringing on them in any way.

In this regard, the Client is prohibited from mentioning the identity of LES FONTAINES, using its trademarks, trade name, logo, corporate name, copyright, and any other property right, as well as referring to its codes, artwork, or specifications in any communication or promotional media without prior written approval from LES FONTAINES.

LES FONTAINES is authorized to use the Client's name for commercial promotion and/or public communication of Events on the Site.

XI – CONFIDENTIALITY AND PERSONAL DATA

a) Confidentiality

Each of the Parties shall keep strictly confidential all documents, information, and data relating to the other Party that it has come to know or may come to know or exchange in order to conclude the GTS and to carry out the Services ("**Confidential Information**").

Each Party agrees to comply with its obligations regarding Confidential Information received from the other Party, specifically:

(i) to keep such Information strictly confidential and protect it the same way that it protects its own Confidential Information;

(ii) to refrain from communicating or forwarding, in whole or in part, any Confidential Information to third parties, except with prior written approval from the holding Party;

(iii) to refrain from directly or indirectly using this Confidential Information in any other manner than that described in the GTS;

(iv) to limit the disclosure of Confidential Information only to members of staff or subcontractors who need to know this information strictly within the scope of carrying out the Services.

Any information shall not be considered Confidential Information if either of the Parties can prove that:

(i) the information has become public knowledge before or after it was disclosed, but through no fault of its own;

(ii) the information was lawfully received from a third party, without any restriction or breach by this third party of a non-disclosure obligation toward the holding Party;

(iii) the Party already possessed the information prior to receiving it from the other Party, and that it was acquired directly or indirectly from a source wholly independent of the other Party;

(iv) the Parties are required to disclose the information by a court ruling, at the request of a government, administrative or social body, or by applicable law or regulation;

(v) the information was published without breaching the non-disclosure obligations under this Agreement.

This clause shall remain in force for the duration of the Services and for two (2) years following its expiration for whatever reason.

The Client agrees not to transmit or give access to LES FONTAINES or any other company within the CAPGEMINI Group information subject to export control under the relevant laws and regulations, in particular those issued by France, the United States, and the European Union.

b) Personal data

In general, each Party agrees to comply with all obligations provided for by the laws and regulations in force relating to the protection of personal data and applicable to processing personal data as part of performing the Services and maintaining the contractual relationship, notably French Data Protection Act No. 78-17 of January 6, 1978, as amended, relating to the digital processing of personal data, and (EU) Regulation 2016/679 on the protection of individuals with regard to the processing of personal data.

Within the scope of Service performance, the Client shall remain the natural or legal person, public authority, service, or body that determines the means and purposes of the data processing and shall act as the data controller for the Participants' personal data or, more generally, for data sent by the Client (the "Client's Personal Data") to LES FONTAINES, which shall act as a Subcontractor that processes the Client's Personal Data exclusively on behalf of the Client, while adhering to its instructions and processing methods described in **Appendix B attached hereto**.

In this regard,

Within the scope of Data Processing, LES FONTAINES hereby declares that it (i) will take all the necessary steps under Article 32 of the GDPR and, in particular, (ii) will implement any technical and organizational measures detailed in **Appendix C** "Capgemini's Technical and Organizational Measures". The Parties are also informed that the personal contact data for their representatives, employees, and subcontractors may be collected and processed by the other Party for the sole purpose of maintaining the contractual relationship defined under these terms and not for the purposes of Service performance. These processing activities are strictly limited to contacts with representatives, employees, and subcontractors of the other Party for contact and billing purposes as part of the contractual relationship. Unless explicitly agreed by the Client, personal contact data will not be processed for any other purposes and will especially not be used for marketing reasons that are irrelevant to the main purposes. The Parties therefore explicitly agree that each of them shall act as data controller for any personal data collected and processed with the aim of maintaining the contractual relationship as defined above.

XII – APPLICABLE LAW – JURISDICTION

The Agreement, including the GTS, is governed and interpreted by the provisions of the applicable French law. In the event of a dispute and in the absence of an amicable settlement within thirty (30) calendar days, the dispute shall be submitted to the exclusive jurisdiction of the Tribunal de Commerce de Paris [Paris Commercial Court], notwithstanding the Agreement's place of execution, the defendant's domicile, or the accepted method of settlement, multiple defendants or third-party claims, even for emergency or interim proceedings, in summary proceedings or by petition.

XIII – TRANSFER AND SUB-CONTRACTING

a) Transfer

The Client may not transfer or assign all or part of the obligations or responsibilities under the GTS, or replace a third party without express prior approval from LES FONTAINES.

b) Sub-contracting

The Client hereby authorizes LES FONTAINES to subcontract all or part of the Services to any subsidiary of CAPGEMINI S.E., whether located in France or abroad, or to any other third-party subcontractor, independent of CAPGEMINI S.E.

XIV – RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties is that of independent professionals. No portion of the Agreement shall be deemed to create a partnership, joint venture, agency, or similar relationship between the Parties, nor shall either Party be considered an agent of the other Party. Nothing in the GTS shall be interpreted or considered as creating or establishing an employer-employee relationship between LES FONTAINES and the Client.

1. FOREWORD

The purpose of this document is to provide the Clients of the Campus Serge Kampf Les Fontaines, and their subcontractors who may work at Les Fontaines, with the regulatory and living constraints on the site that are to be taken into account in the organization of their events.

This covers both the setting up of resources, decorations, specific stage, electric and audiovisual equipment, and the installation of temporary light structures, tents etc.

2. REGULATORY CONSTRAINTS

2.1 JOINT INSPECTION – PREVENTION PLAN

Capgemini Gouvieux has a general obligation to provide a safe environment for its Clients which it considers particularly important.

Thus, the work performed by external companies requires the implementation of specific means, which must be completed under the conditions defined by Decree No. 92-158 of February 20, 1992 regarding work performed by external companies or parties.

In accordance with Article R. 237-6 of this decree, before any external company can work on the site, a Joint Inspection of the work zones, installations, and equipment at the disposal of the external companies must be carried out.

After communicating all the information necessary for prevention, and considering the data gathered and risk analysis carried out during the Joint Inspection, a prevention plan defining the measures to be taken to prevent any existing risks will be drafted.

2.2 EXTERNAL PROVIDERS AND PARTIES

The Client must inform the sales department of any external providers that will work on the site on its behalf.

This involves sending the following necessary information:

- Service provider name (the company hired by the Client);
- First and last name(s) of the service provider employees;
- The type of service performed or on-site equipment;
- The service provider's arrival and departure dates and times (including vehicle information—type and registration).

The Client must inform the external providers it hires of the specific constraints that apply to Les Fontaines.

Any suppliers or other delivery companies will be directed to the logistics route to access the delivery bays in the logistics building or the Château basement (vehicles over 19 tons prohibited).

2.3 FIRE SAFETY

In anticipation of work on the site, Capgemini Gouvieux shall inform its Clients and their subcontractors of the regulatory constraints regarding fire safety to be taken into consideration in order to properly carry out their work.

2.3.1 Classification

The entire establishment is classified as Category 3, Type R Public Access Building (Établissements Recevant du Public (ERP)).

Each building considered to be separate is listed as:

- The Forum: Category 3 Type R ERP;
- The Château: Category 3 Type N ERP with P and L type activities;
- Accommodation: Each of the seven villas are Category 5 Type O ERP;
- The Spa: Type X ERP Category 5;
- The listing for the parking lot is subject to declaration.

2.3.2 Authorized workforce

The declared number of persons that should not be exceeded in the Forum building is 690.

The maximum number of persons per area is:
 "La Bulle" multimedia zone (1st floor): 100 people
 Ateliers 1, 2, 3 and 4 (1st floor): 199 people
 Entire ground floor: 540 people
 Lower level: 499 people
 Villa: 92 people per villa

The declared number of persons not to be exceeded in the Château building is 690.

2.3.3 Emergency access

Access for emergency vehicles is via the road between the Château and Forum: fire department access spanning 3 m (10 ft.) must be kept free from any obstructions.

2.3.4 Authorized loads

The loads not to be exceeded are:

- 400 kg/m² in the amphitheatres, hallways, hall patio, bar, reception
- 250 kg/m² in the breakout meeting rooms.

Furthermore, in the Auditorium:

- the beam at the bottom of the stage can support a maximum load of 100 kg/linear meter.
- the open beam at the front of the stage can support a maximum load of 50 kg/linear meter.
- the American beams located on either side of the hall can support a maximum load of 50 kg/linear meter between two supports and 20 kg on the sections not between supports.

- the number of persons on the stage must be limited to 100.

2.3.5 Exit routes

On the ground floor:

Please allow unobstructed access measuring:

- 1.40 m in the gallery to provide access to the doors leading outside.
- 2.40 m between the foot of the monumental staircase and the two gallery doors.
- 1.40 m from the breakout room hallways through the break and relaxation areas.
- 2.40 m in the hallways from the break and relaxation areas and the reception to the circular gallery.

In the basement:

- 1.80 m between the auditorium doors and the central staircase.
- 1.40 m between the stage and the seats.

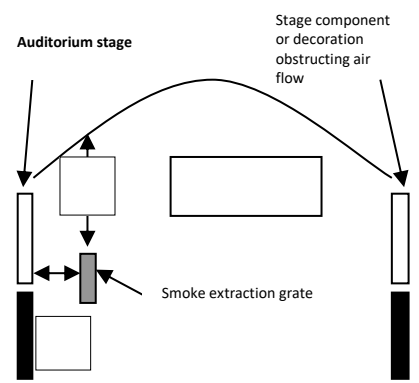
There are automatically closing doors in the building: nothing should obstruct their closure in the event of a fire.

No emergency exits may be declared "not in use" for a particular layout without a special study and the opinion of the relevant safety commission.

2.3.6 Smoke extraction

The lower level, the auditorium, the side hallways leading to the exterior, the elevator waiting areas, and the lower entrance hall are equipped with a mechanical extraction system.

The grates located either in the lower parts or the upper parts of the premises or hallways must not be obstructed or blocked by any layout or decoration, especially on the auditorium stage.



On the ground floor, the windows used for natural smoke extraction in the Atrium relaxation areas in the enclosed gardens and the glass roof close to the reception must not be obstructed.

All of these installations are automatic and are controlled by an automatic fire detection system.
This system is smoke-sensitive.

2.3.7 Layouts

Any floor coverings added must be correctly fitted and have an M2 fire resistance rating.

Decorative elements fixed to the side walls must have a fire resistance rating:

- M2 in the exit route areas (except limited surface areas).
- M2 in premises where their surface area exceeds 20% of the wall surface area.

Floating decorative elements exceeding 0.50 m² on premises exceeding 50 m² and exit routes must be have an M1 fire resistance rating.

Stretched ceiling fabric (vellum) is prohibited.

Wall coverings, curtains, and sheer fabric are prohibited in exit routes. If they are fitted in spaces with a surface area exceeding 50 m², they must be have an M2 rating.

Stage curtains must have an M1 rating.

Possible stands, podiums, or platforms must be set up using M3-rated equipment. They must either be attached to the ground or sufficiently rigid so that a surge in the crowd will not move them.

As a reminder, usually:

- solid resinous timber of a thickness greater than or equal to 18 mm is rated M3 and M4 for lower thickness;
- solid non-resinous timber of a thickness greater than or equal to 14 mm is rated M3 and M4 for lower thickness;
- a wood derivative panel (plywood, stratified, particle, fiber) of a thickness greater than or equal to 18 mm is rated M3 and M4 for lower thickness;
- solid wood flooring of a thickness greater than or equal to 6 mm is rated M3 and M4 for lower thickness.

2.4 ELECTRICITY

All work on Campus electric installations must be carried out by a Campus technician.

Nevertheless, Capgemini Gouvieux would like to reiterate a few ground rules to follow:

- All persons working on electrical equipment must have the appropriate authorization for the work being carried out.

· The party working on the electrical installation must have the clearance certificate on hand at all times.

· Persons connecting and disconnecting electric appliances must have HOV/BOV certification.

· Fairground electrical installations must be designed to use the TNS neutral system (neutral lines, diagrams, and calculation notes must be drawn up) and undergo inspection by an approved body.

· The electric ducts must be C2 flame-retardant type and attached to the static elements of the construction.

· The wiring must not obstruct the movement of the public.

· The covers for the fire-resistant trunking installed beneath the amphitheater (air supply chamber) must be closed after installing the cables and firestop cushions and should be positioned adjacent to the openings into the control room and hall (wall and concrete floor).

· Lighting must be compliant with the incandescent 750°C wire test and with standard NF EN 60 598. Lighting must be installed according to the manufacturers' instructions especially regarding minimum distances from other materials.

· Systems connected to 125A power outlets must be fitted with 30mA ground fault circuit breakers in order to protect them from indirect currents.

2.5 SAFETY OF PARTIES

All parties or external companies must:

- Circulation routes must be unobstructed. The area must be marked using signs in the event of a spillover onto a road.
- Designate areas for storing various materials. It is understood that the areas concerned must be kept clean and orderly.
- Submit all technical sheets for any products or liquids containing chemicals that may be used to the safety department.

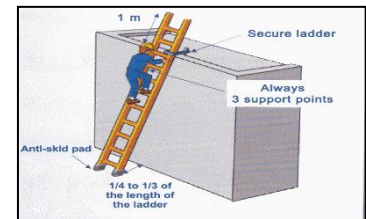
With regard to the dangers of working at a height:

· Using ladders:

From September 1, 2004, the use of a ladder as a workstation is prohibited. If the circumstances do not allow this, compensatory measures must be taken (note: when a user is not protected by a railing, he must have at least three support points).

For example, the ladder must be attached [attachment system] or held

in place by a person and, if necessary, the user must wear a harness, a rope and be attached to an anchor point.



Using scaffolding:

From December 21, 2004, any assembly or changes to scaffolding must be checked by a qualified person (trained or appointed). This person must be informed of the work to be carried out and the loads involved as part of the work. The person must also have the assembly plans and instructions, as well as the strength and stability calculations. A written document must show the results of the inspection (notion of receipt).

Regarding the dangers related to the use of machinery or tools:

- All machinery, tools, or equipment must be stored correctly.
- Use safety cutters.

Finally, regarding the dangers of lending equipment:

- It is prohibited to lend equipment unless a written loan agreement is drawn up and signed between the parties.
- An inspection of the equipment must be made when the equipment is delivered and also when it is returned (see principle of rental). The agreement must show the result of the inspection.

3 BUILDING EVACUATION EXERCISES AND EMERGENCY PROCEDURES

3.1 EVACUATION EXERCISES

Fire safety evacuation drills are organized on a regular basis.

It is requested that the Client and Participants take part in the drill if the drill is being organized during their presence on the site.

The Campus has a Single Gathering Point located between the Reception and the Château.

3.2 PROCEDURE IN THE EVENT OF SERIOUS INCIDENT OR CRISIS SITUATION

The procedure to be followed in the event of a serious incident or an exceptional situation is:

1. Call the Security Desk at #9190 from an internal phone extension or at 03 44 62 91 90.
Any information concerning a serious event must be immediately reported to the Security Desk (#9190), located near the reception area of the Forum by any person witnessing such an event.
2. Generally report to any Capgemini Gouvieux staff member close to and/or at reception.
3. The SECURITY DESK will call the Fire Department and/or the Police.
The Security desk is manned by Security Staff 24/7.
The Security Desk staff are trained in:
 - providing initial emergency care and first aid;
 - alerting emergency services;
 - evacuating the Public;
 - taking action during a fire outbreak.

Once informed, the Fire Department and the Police shall manage the crisis. The Clients, their Subcontractors, and Participants must obey the instructions of the police.

4 LIFE ON SITE

4.1 SUSTAINABLE DEVELOPMENT

It should be noted that the LES FONTAINES Campus is strongly committed to organizing events that limit environmental impact and is very active in environmental conservation. As such, it is certified by many French and international organizations. Certain services will therefore be offered while taking this social and environmental commitment into account. All persons working on or visiting the Campus are requested to adopt the same approach.

4.2 Vehicle parking

The site has several parking lots: the underground lot and the outdoor lots at the main entrance and Logistics building. The latter is exclusively reserved for service vehicles.

Parking space users are responsible for their vehicles, which must be locked. Capgemini Gouvieux accepts no responsibility for the loss, theft, or destruction of personal belongings.

4.3 NO SMOKING RULE

In accordance with Decree No. 2006-1386 of November 15, 2006 banning smoking in shared spaces, from February 1, 2007, smoking is prohibited inside all Campus Serge Kampf Les Fontaines buildings. Decree 2017-633 of April 25, 2017 also

prohibits vaping in certain shared use spaces. Ashtrays are available outside the buildings.

4.4 WEARING NAME BADGES

The badge must be visible and worn at all times.

4.5 VIDEO SURVEILLANCE

For safety and security reasons, the site is under surveillance by closed circuit television cameras. The cameras are installed along the perimeter and inside the buildings.

4.6 RECEPTION

The reception area and services can be reached by phone at the following numbers:

- +33 (0)3 44 62 91 00 from an outside line
- #9100 internally

24/7 SECURITY DESK

The Security Desk can be contacted 24/7 for any issues relating to the safety of persons and property at the following numbers:

- +33 (0)3 44 62 91 90 from an outside line
- #9190 internally

APPENDIX B – PERSONAL DATA PROTECTION

Under Article XI – CONFIDENTIALITY AND PERSONAL DATA; b) Personal Data, LES FONTAINES is authorized to process the Client's Personal Data, on behalf of the Client, in accordance with the terms detailed below:

- Data is processed for the purposes of managing bookings and organizing seminars.
- The categories of persons involved are the organizers and participants of corporate events.
- The personal data categories are identification data (last name, first name, email address, phone number), as well as data relating to the participants' personal life (diet).
- Data processing shall continue for the duration of the contractual relationship.

LES FONTAINES shall implement the appropriate technical and organizational measures, in particular the measures mentioned in **Appendix C**, in order to guarantee a level of security appropriate to the risk and to protect the Client's Personal Data against any security breach resulting, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed (a "Data Breach"). In the event of a Data Breach, LES FONTAINES shall immediately inform and cooperate with the Client by providing all relevant information to enable the Client to fulfill its Data Breach notification requirements. LES FONTAINES shall ensure that the persons authorized to process the Client's Personal Data respect the confidentiality of the Client's Personal Data or are subject to an appropriate legal disclosure obligation.

LES FONTAINES will assist the Client, by means of appropriate technical and organizational measures, as far as possible, in fulfilling its obligation to comply with requests made by the persons involved to exercise their rights relating to the processing of personal data. LES FONTAINES also undertakes to assist the Client in ensuring compliance with the obligations relating to data protection impact assessments and consultations with the appropriate personal data protection authority. In general, LES FONTAINES shall, upon request, provide the Client with all information necessary to comply with the personal data protection obligations set out in these conditions and to carry out audits, including inspections, to be performed by either the Client or a contracted auditor, and shall contribute to such audits.

LES FONTAINES undertakes to refrain from recruiting another subcontractor without the Client's specific or general prior approval. In the event that LES FONTAINES uses another subcontractor to perform specific processing activities on behalf of the Client, the same data protection obligations as those set out in these conditions shall be imposed on this other subcontractor.

LES FONTAINES undertakes to refrain from transferring the Client's Personal Data outside the European Economic Area (EEA) without the Client's explicit, prior, and written consent. If necessary, the Parties shall agree by way of an addendum on the procedures to follow to regulate the transfer of Personal Data outside the EEA.

On conclusion of the Services, or if they are canceled for any reason whatsoever, LES FONTAINES may, at its discretion and potentially at the Client's expense, either return or destroy the Client's Personal Data.

APPENDIX C – CAPGEMINI TECHNICAL AND ORGANIZATIONAL MEASURES

Capgemini has implemented the following data protection measures in its own IT systems, which are used by Capgemini for data processing. The Client remains responsible for implementing data security measures on its systems and areas where Capgemini may process data remotely. If the Client requires wishes to adjust Capgemini's data protection measures, due to its internal specifications or its own risk assessments, the corresponding adjustments are subject to agreement between the Parties during the transition/project implementation period. The Client shall bear the costs associated with Capgemini implementing these adjustments.

1 ACCESS CONTROL

All unauthorized access to the facilities must be prevented.

Technical and organizational access control measures, including measures to verify the identity of authorized individuals:

- Building access control;
- Logging the entries and departures at Capgemini offices;
- Visitors have limited access to Capgemini buildings;
- Visitors are supervised by an authorized employee when accessing the computer labs;
- Access to server rooms is restricted by additional security measures (door locking system, access control).

2 IT SYSTEM ACCESS CONTROL

All unauthorized access to IT systems must be prevented.

- Technical and organizational measures for user identification and authentication;
- Access and identity management;
- User accounts have a unique password;
- All passwords are at least eight (8) characters long;
- Passwords are changed at least every three months (password is no longer valid if not renewed);
- Administrator account passwords are at least 12 characters long and are changed monthly;
- PCs and workstations are secured by a password-protected screensaver with the automatic activation function.

3 INTERVENTION MONITORING

All unauthorized interventions in data processing systems must be prevented.

Requirements to implement controlled and logged access rights and authorizations:

- Differentiated and documented authorizations for profiles, roles, transactions, and objects (separation of duties by authorizations);
- Authorization maintenance;
- Protection against unauthorized access;
- Remote access to data processing systems based on encryption and approved authentication;
- Controlling access to system files and program source code;
- User approval required for updating or deleting data;
- An encryption system protects laptops, external/mobile devices, and applications on the devices.

4 COMMUNICATION CONTROL

Measures for the transporting, transmitting, and communicating or storing data on data carriers (manual or electronic) and for subsequent verification:

- Secure VPN connection to access systems or applications;
- Electronic signature for transmission by email (certificate-based);
- SSL encryption for web access;
- Data media destruction policy;
- Secure deletion of electronic documents;
- Secure transportation of data sources and transport containers.

5 INPUT CONTROL

Verification or documentation of data management and maintenance must be ensured.

Measures to retroactively verify whether and by whom data have been entered, modified or deleted:

- Recording/analysis of system access;
- Only authorized persons can modify a item of data;
- The verifications must be carried out by different people

6 SERVICE MONITORING

Data processed by Capgemini must only be processed in accordance with the Client's instructions.

Measures (technical/organizational) to define the respective responsibilities of the Client and Capgemini:

- Drafting the service/project agreement and the data processing agreement, which includes the rights and obligations of Capgemini and the Client;
- Using a ticketing tool;
- Capgemini's internal policies and guidelines provide general guidance on the processing of personal data;
- Regular internal audits and monitoring of agreement performance;
- Specifying the contacts and Commitment Managers responsible for a particular project;
- Training all employees authorized to access the data;
- Employee commitment to data confidentiality.

7 AVAILABILITY MONITORING

Data must be protected against accidental destruction, damage, or loss.

Data security measures (physical/logical):

- Backup data to ensure information is protected (stored in different locations);
- Implement disk mirroring;
- Uninterrupted power supply (Datacenter);
- Antivirus/firewall systems
- Disaster recovery plan/emergency plan;
- Fire protection, firefighting measures.

8 SEPARATION

Data collected for different purposes must also be processed separately.

Measures to ensure separate processing (storage, modification, deletion, communication) of data collected for different purposes:

- Separate production and test environments
- System/database separation;
- Restrict internal or multiple client environments only for specific purposes;
- Differentiated access authorizations.