

ALTARES - D&B GENERAL TERMS OF SERVICES – FR1121

ARTICLE 1. DEFINITIONS

The terms beginning by a capital letter have the following meaning:

Affiliate(s): means an entity which, directly or indirectly, controls, is controlled by, or is under the common control with a Party, where "Control" means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50 %) of the votes in a general assembly of an entity or more than fifty percent (50 %) of the votes in a meeting of the executive body of an entity.

Agreement: means the present document, which includes the Order, the General Terms and Conditions and, in certain cases, additional contractual documents listed in the Order.

Anti-Corruption Laws: means the European and local anti-corruption legislation, guidelines and industry standards in force in the relevant jurisdiction.

API (Application Programming Interface): means an applicative programming interface that grants the Customer access to the Services.

Confidential Information: means (i) any information (i) which has been qualified as confidential by a Party, orally or by writing or (ii) which, by its nature, character or method of disclosure, would be regarded as confidential by a reasonable person in identical circumstances.

Customer: means the entity mentioned in the cover page, who subscribes to the Services provided by ALTARES - D&B by the Agreement.

Database: means a gathering of works, information or other independent elements, displayed in a continuous or methodical way, and individually accessible by electronic or other means, as well as updates and new versions, which are owned by or licensed to ALTARES - D&B.

D-U-N-S® Number: means the unique numeric serial numbers which identify a business and which are proprietary to and controlled by Dun & Bradstreet.

File: means one of the media of provision of the Information to the Customer, consisting in a digital file, standard or specifically created for the needs of the Customer, delivered as per a matching and/or enhancement service. The description of the File is set out in the Order.

Information: means all information of legal, commercial and/or financial nature regarding one or several local and/or international companies, on which ALTARES - D&B owns Intellectual Property Rights or license rights, that is included in ALTARES - D&B's Database and provided to Customer via the Services. Information may include Personal Data.

Intellectual Property Rights: means (i) any right relating to patent, designs and models, trademarks, copyrights, moral rights, trade secrets, sui generis database rights, domain names, including the benefit of any registration, application for registration, right to apply for registration on any future item and any rights attached thereto, for the maximum duration attached thereto (including any extension and

renewal), in the Territory; and (ii) any other intellectual property right and any form of protection of a similar nature or having a similar effect that may exist in the Territory.

General Terms of Services: means the general terms and conditions set out herein that regulate provision of Services by ALTARES - D&B and the relationship between the Parties.

Order: means the description of the Services and, when applicable, the specific terms applicable to the Agreement.

Party/Parties: means individually ALTARES - D&B and/or the Customer, and collectively ALTARES - D&B and the Customer.

Personal Data: has the meaning as defined in the European Union Regulation 2016/679.

Privacy Laws: means the European Union Regulation 2016/679 dated April 27th 2016 and any other applicable data protection (local or global) legislation, guidelines and industry standards in force in a relevant jurisdiction, relating to the use and processing of Personal Data in that jurisdiction.

Programs: means the computer programs or applications (including those accessed remotely) that allow access to the Services by the Customer and/or the User. The Programs may include Files, API's, Websites or any other program defined in the Order.

Services: means the provision of the Information by ALTARES - D&B to the Customer via the Programs. The Services are described in the Order and, if applicable, in the additional contractual documents listed in the Order.

Statement of Work (SOW): means the description of the technical conditions for the implementation of a Service and/or Program. The Statement of Work is mentioned in the Order when it is necessary for the implementation of the Service.

Territory: means those countries or regions, identified in the Order, included in the scope of the license to use the Services, Information and Programs.

Update: means the functional corrections, bug or error corrections or modifications made to the Programs that are provided to ALTARES - D&B's customers, including the Customer that might imply a version change.

Upgrade: means the modification or addition of important functions of the Program requiring a version change.

Users: means the employees and contractors of Customer and, if applicable, of Customer's Affiliate(s), who access and/or use the Information, Services and/or Program on Customer's behalf. For the purpose of this definition, "contractor" means any person not an employee of Customer or Customer's Affiliate who performs the functions of an employee for Customer on a temporary basis.

Website: means an online platform that allows access to the Services via the internet. URL of the Website is set out in the Order.

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions for the provision of the Services set out in the Order. The Customer accepts the General Terms of Services provided, if applicable, the specific terms and conditions set out in the Order. The Customer recognizes that he has received all the information necessary to understand the operation and the use of the Services.

ARTICLE 3. DURATION – RENEWAL

3.1 Unless otherwise stipulated in the Order, this Agreement is entered into as of the date it is executed by both Parties, for an initial term of twelve (12) months. In the event of signature at different dates, the last date shall be considered between the Parties as the effective date of signature of the Agreement.

3.2 After this initial term the Agreement shall be automatically renewed for successive twelve (12) month periods, unless any one of the Parties withdraws from it by prior notice by registered letter with acknowledgement of receipt, return receipt requested sent three (3) months prior to the expiration of the initial term or of each renewed term.

ARTICLE 4. INTELLECTUAL PROPERTY AND LICENSE TO USE THE SERVICES

4.1 Intellectual Property

4.1.1 Customer acknowledges that the Information and Programs are proprietary to ALTARES - D&B and may include copyrighted works, trade secrets, patented or patentable inventions or other materials created by ALTARES - D&B at great effort and expense, or on which ALTARES - D&B has obtained from third parties the license rights necessary for the purpose of this Agreement. In addition, the Customer acknowledges that the Databases are proprietary works under Articles L 111-1 and L 341-1 et seq. of the French Intellectual Property Code. ALTARES - D&B retains all Intellectual Property Rights on the Services and nothing in this Agreement shall be deemed or construed as an assignment or transfer of legal interest by ALTARES - D&B to Customer of any Intellectual Property Rights. Customer obtains only such rights as are explicitly granted in this Agreement. Customer will not contest the validity or ownership of ALTARES - D&B's Intellectual Property Rights on the Information or Programs in any way. As far as possible, Customer will reproduce ALTARES - D&B's copyright and proprietary rights legend on all copies of Information and Programs.

4.1.2 The French ALTARES - D&B Database includes, among other things, Information from (i) the SIRENE directory of the INSEE, (ii) the RNCS data originating from the INPI, (iii) the legal notices published in the Journal Officiel within BODACC (A, B, and C), (iv) the BALO, (v) the Journal des Associations and (vi) the BOAMP. The ALTARES - D&B Database is separate from these public services.

4.1.3 D-U-N-S® Numbers are the exclusive property of Dun & Bradstreet. ALTARES - D&B hereby grants to Customer a non-exclusive, perpetual limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers)

solely (i) for identification purpose and (ii) for internal business use. Where practicable, Customer shall refer to this Information as "D-U-N-S® Number" and shall state that "D-U-N-S" is a Dun & Bradstreet registered trademark of Dun & Bradstreet.

4.2 License to use the Services

4.2.1 ALTARES - D&B grants Customer a non-exclusive, non-transferable and revocable license, for the duration of the Agreement and upon the terms set out in the Agreement, for the number of Users specified in the Agreement (if applicable), to access and/or use the Information, Services and/or Programs provided pursuant to the Agreement. Unless expressly permitted in the Order Customer may not sublicense in whole or in part or grant any rights in or to the Information, Services or Programs to any third party.

4.2.2 Unless otherwise set out in the Order, the Territory on which the license is granted to the Customer is the French territory. Customer agrees that it shall (and shall procure that its Users shall) only access and/or use the Information, Services and Programs at the locations specified in the Territory to support its business operations. Customer shall not set up or share any user ID's, passwords or Information with persons located outside the Territory.

4.2.3 Information, Services and Programs are licensed to Customer for its internal use only. Customer will not make available or permit any third party to access or use any of the Information, Services or Programs in whole or in part, whether directly or indirectly, in any media; or use or permit the use of Information, Services or Programs (i) to generate any statistical or other information that is or will be provided to third parties (including as the basis for providing recommendations to others), (ii) to prepare any comparison to other information databases that is or will be provided to third parties, or (iii) more generally, in connection with providing advice or recommendations to third parties.

4.2.4 Unless otherwise stipulated in the Order, the internal use excludes the use by an Affiliate of the Customer. Therefore, the extension of the scope of Services to the Customer's Affiliates may be subject to additional license fees. The license hereby granted allows internal use of the Services, excluding any diffusion or distribution. When such extension is set out in the Agreement, Customer hereby represents and warrants that (i) it has the authority to bind Customer Affiliate to the terms of this Agreement and (ii) it remains liable to ALTARES - D&B for any failure by Customer's Affiliate to comply fully with, or in connection with any breach by Customer's Affiliate of the terms of this Agreement.

4.3 Restrictions of use

4.3.1 Customer will not (i) attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of Programs, or (ii) copy, download, upload or in any other way reproduce Information or Programs, except as expressly permitted by this Agreement and to create a reasonable number of copies of the Information for its internal business needs, not for the purpose of generalized internal distribution.

4.3.2 Customer will not voluntarily produce any Information in legal proceedings without ALTARES - D&B's prior written consent. Where Customer receives a subpoena, summons, warrant or

governmental order requiring it to produce any Information in legal proceedings, Customer shall (i) promptly notify ALTARES - D&B with details of the requirement and the Information it intends to produce, and (ii) take all reasonable steps (a) to minimize the Information produced and (b) to obtain written confidentiality undertakings in its favor with respect to any Information produced.

4.3.3 Each Party shall implement and maintain security measures that effectively restrict access to the Information and Programs to authorized Users with a need to know, and protects the Information and Programs from unauthorized use, alteration, access, publication and distribution.

4.3.4 When the purpose of the provision of the Information to the Customer is set out in the Order, it shall be acknowledged as a restrictive condition, excluding the use Services, Information or Programs for any other purpose.

4.3.5 Both Parties undertake to perform the Agreement in strict compliance with the applicable laws and regulations (including without limitation Privacy Laws and Anti-Corruption Laws). Customer will not use any Service to engage in any unfair or deceptive practice or in connection with any criminal activity.

4.4 Audit

On not more than one (1) occasion in any twelve (12) month period, or such further occasions as may be required by applicable laws, and on reasonable notice and during normal business hours, Customer will permit (and where applicable will procure that its sub-contractors will permit) ALTARES - D&B to inspect the locations at, or computer systems on which, Information and Programs are used, stored or transmitted. ALTARES - D&B will limit any inspection to the extent reasonably necessary to confirm compliance with the terms of this Agreement and applicable laws. If required by Customer, ALTARES - D&B will enter into a confidentiality agreement (in a form reasonably acceptable to ALTARES - D&B) in respect of any information that its representative may incidentally acquire while carrying out an inspection.

4.5 Trademarks

Each Party undertakes to obtain prior and express authorization from the other Party prior to (i) use a trademark, a proprietary name or any registered element of the other Party or its Affiliates, (ii) to issue a press release relating the Agreement; (iii) to quote the name and the brand of the other Party within a marketing operation.

4.6 Third party Intellectual Property Rights

ALTARES D&B warrants to Customer that (i) it has the right to grant the license set out herein and (ii) to ALTARES D&B's knowledge, the Information and Programs, when used in accordance with this Agreement, do not violate any existing third party Intellectual Property Rights in the Territory, as of the effective date and for the duration of the Agreement. The foregoing warranty does not apply to the extent Customer is not using the most up to date Programs version, or modifies the Information or Programs in any way, or combines the Information or Programs with material not supplied by ALTARES - D&B.

4.7 Essential condition

The provisions of the present article "Intellectual property and license to use the Services" are essential and determining condition of ALTARES - D&B's consent to the Agreement.

ARTICLE 5 – TERMS OF USE OF THE SERVICES

5.1 General Terms

5.1.1 When access to the Services requires the use of login identifiers (access codes and passwords), these are allocated to the Customer by ALTARES - D&B. They are personal to the Customer and must be kept confidential, the Customer being solely responsible for their use. In this respect, any operation carried out using the Customer's login identifiers will be deemed to be operated by the Customer and will be charged to the Customer. ALTARES - D&B is relieved of any consequences related to a disclosure by the Customer of his connection identifiers, including in case of accidental disclosure.

5.1.2 When the Information is provided via a File, it shall be stored for twelve (12) months from the date of transmission to the Customer, then five (5) years for archiving purposes.

5.1.3 ALTARES - D&B makes available to the Customer the main "transmission protocols" included in the price of the Services. In case the Customer requires its own protocol, the costs of software acquisition and/or computer development by ALTARES - D&B will be borne by the Customer.

5.2 Specific terms for Services accessible via an API

Updates are provided at no additional cost to the Customer. Upgrades may (i) include optional additional features, the terms of which will be communicated to the Customer in advance; (ii) involve changes to the settings that the Customer has made on the Programs. Qualification as an Update or Upgrade is the sole responsibility of ALTARES - D&B. All Updates and Upgrades provided to the Customer are subject to the terms and conditions of this Agreement.

5.3 Specific terms for Services accessible via a Website

5.3.1 ALTARES - D&B makes its best effort to provide and maintain all Services available on the Websites at all times. However, ALTARES - D&B is only bound by an obligation of means regarding the availability of the Websites. The Customer thus accepts that ALTARES - D&B cannot be held liable, in particular, in the event of : (i) operating difficulties or momentary interruption of access to the Website due, in particular, to an power outage or communications interruption; (ii) momentary interruptions necessary for Updates, Upgrades, maintenance or backup of elements of the Website; (iii) failure or malfunction of the Internet network that causes anomalies on the operation of the Website.

5.3.2 The Customer accepts the characteristics and the limits of the Internet and acknowledges, in particular, (i) that the technical performance and the response time in the use of the Services may be affected independently from the control of the Parties; (ii) that he undertakes to ensure that its computer equipment has sufficient characteristics and configuration for access to the Services and use of the Information; (iii) that he undertakes to take all measures in accordance with the state of the art in terms of

computer security to protect its own data, software and/or equipment from contamination by possible viruses when using the Services.

5.4 Obsolescence

5.4.1 ALTARES – D&B may make Updates or Upgrades on Services with reasonable prior notice, provided that (i) there is no charge to the Customer unless mutually agreed; (ii) the updated or upgraded Service serves the same use case with similar product capabilities and functionality; (iii) ALTARES – D&B provides reasonable technical support and training; and (iv) the conditions applicable to any new feature will be communicated to the Customer. Solely for API's, ALTARES - D&B maintains access to the prior version of the API for a reasonable period of time, after which the API will no longer be maintained. If the Update or Upgrade is subject to additional charges, the Customer may terminate its subscription to the concerned Service within thirty (30) days from the date of written notice by ALTARES - D&B of the change.

5.4.2 ALTARES – D&B may sunset a Service with twelve (12) months advance notice. This notice may be reduced to a shorter period (i) as mutually agreed or (ii) if Service's sunset is necessary to address material and imminent risks relating to regulatory or compliance requirements, in which case contracted fees after discontinuation may be reduced as mutually agreed by the Parties.

ARTICLE 6 – PAYMENT

6.1 Prices and product descriptions for specific Information, Services or Programs shall be as set out in the Order, or, if not specified in the Order, then the applicable pricing shall be the one in force at the time of the Order date.

6.2 Unless otherwise stipulated on the Order, Customer will pay all fees due to ALTARES – D&B within thirty (30) days of the relevant invoice date, net and without discount, by direct debit or bank transfer.

6.3 Any delay in payment shall automatically entail, without the need for a reminder, from the first day of delay, the application (i) of a penalty corresponding to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points and (ii) a fixed recovery indemnity of forty (40) euros per invoice. ALTARES - D&B may furthermore suspend the provision of the Services without prejudice to ALTARES – D&B's rights of termination hereunder.

6.4 All prices indicated are exclusive of taxes and will be increased by the duties and taxes in force at the date of invoicing.

6.5 If Customer exceeds the permitted usage in the Order, Customer will be invoiced for such excess usage at the rate specified in the Order, or, if not specified in the Order, then the applicable pricing shall be the one in force at the time of the Order date.

6.6 If the Agreement continues beyond the initial period, the prices of the Services will be subject to annual revision, on the date of renewal of the Agreement, according to the following formula: $T_n = T_{n-1} \times [(S_n / S_{n-1}) + 5\%]$. Where T_n is the rates after revision, T_{n-1} is the rates before revision, S_n is the SYNTEC index for the month of October of the year (n-1) and S_{n-1} is the SYNTEC index for the month of October of the year (n-2). A five

percent (5%) increase shall be applied to the variation of the SYNTEC index. In the event of the disappearance of the index and in the absence of agreement between the Parties on a substitute index, the President of the Commercial Court of Nanterre is expressly competent to define an index that will be included in the revision formula.

6.7 Subject to compliance with the notification procedure described herein, ALTARES - D&B may, at any time during the term of the Agreement, modify the rates applicable to the Services, in particular in the event of a change in tax legislation applicable to the Services. Any modification of the rates applicable to annual licenses to use the Services will be applicable from the date of renewal of the license. ALTARES - D&B will inform the Customer of the terms and conditions of this modification prior to its implementation. The Customer may refuse this modification by terminating the Agreement by giving notice to ALTARES - D&B within thirty (30) days of the above-mentioned information. In the absence of termination of the Contract, the Customer is deemed to have accepted the tariff modification.

6.8 Any dispute relating to invoicing shall be addressed to ALTARES - D&B within a maximum period of two (2) months from the invoice date.

ARTICLE 7 – LIABILITY

7.1 ALTARES - D&B undertakes, as an obligation of means, to use extensive procedures to keep its Database current and to promote the accuracy of the Information. However, the Customer acknowledges that due to its nature and sources the Information may contain a degree of error. The Customer is responsible for determining whether the Information is sufficient for Customer's use and Customer shall use its own skill and judgment when relying upon the Information. Customer assumes full responsibility for the use of the Services provided by ALTARES - D&B.

7.2 Other than explicitly stated in the Order, (i) all Information, Services or Programs are provided on an "as is", "as available" basis, without warranty or representation regarding availability of a Service, Service levels or performance; (ii) ALTARES – D&B disclaims all warranties, express or implied, on the Services, Information and Programs, including any warranties of accuracy, completeness, currentness, quality or fitness to a particular purpose; (iii) ALTARES – D&B does not warrant that the Services will be uninterrupted or error-free.

7.3 The aggregate liability with respect to the Agreement, for each Party, will not exceed the sums payable by Customer to ALTARES - D&B in respect of one (1) contractual year.

7.4 Unless specifically provided to the contrary in this clause "Liability", neither Party shall have any liability to the other Party for any damages other than direct damages.

7.5 The liability limits set out in this clause may not apply to (i) death or personal injury of each Party's employees, agents or subcontractors; (ii) wilful misconduct or gross negligence of a Party and (iii) for claims arising out of infringements of intellectual property rights.

ARTICLE 8 – CONFIDENTIALITY

8.1 Each Party undertakes to: (i) treat all Confidential Information disclosed by the other

Party in the same way that it treats its own confidential information; (ii) to use it in the sole purpose of fulfilling its contractual obligations and/or for internal analysis purposes. ALTARES – D&B may share Confidential Information with its employees and third party service providers with a need to know in order to fulfill its obligations pursuant to this Agreement and in furtherance of the provision of Services, provided that such employees and service providers are subject to confidentiality obligations substantially as restrictive as those set forth herein.

8.2 Confidential Information shall not include information that: (i) is or becomes part of the public domain without breach of this Agreement; (ii) information which was lawfully in the possession of a Party before being disclosed to it by the other Party; (iii) information that was disclosed by a third party with the right to disclose such information without restriction or (iv) is independently developed by ALTARES – D&B without use of or reference to the Confidential Information.

8.3 The Customer shall not disclose the negotiated pricing or terms of this Agreement to any third party (save where it is required to do so by a regulatory or governmental body in which case it shall take all reasonable steps to minimize such disclosure and to obtain written confidentiality undertakings in its favour with respect to such disclosure).

ARTICLE 9 – PERSONAL DATA

9.1 Each Party undertakes to comply with Privacy Laws relating to the processing of Personal Data applicable under the Agreement. The terms and conditions for the processing of Personal Data by ALTARES - D&B are specified in the Appendix "Processing and Protection of Personal Data by ALTARES - D&B".

9.2 Each Party undertakes to proceed to all the necessary declarations and administrative procedures provided by the Privacy Laws with the competent authorities and, more generally, to assume all the responsibilities and obligations arising from the Privacy Law, in particular in the event of the transfer of Personal Data.

9.3 Each Party warrants to respect Privacy Laws in its relations with third parties (including data processors, partners, etc.) regarding the processing of Personal Data.

9.4 Each Party shall take the appropriate precautions, in regard to the nature of the Personal Data and the risks presented by the processing, to preserve the security of the Personal Data and, in particular, to prevent them from being distorted, damaged or accessed by unauthorised third parties.

9.5 The Parties agree to transmit without delay to the other Party: (i) any request relating to the right of access, rectification or opposition to Personal Data processed under the Agreement; and (ii) any request made by an administrative or judicial authority relating to Personal Data processed under the Agreement or to the conditions of their processing that the other Party should address.

ARTICLE 10 – SUBCONTRACTING

ALTARES - D&B is authorized to use subcontractors and service providers in the provision of all or part of the Services and undertakes to provide a list of these at the Customer's request.

ALTARES - D&B remains, however, the sole debtor of its obligations under the Agreement.

ARTICLE 11 – TERMINATION

11.1 In the event of a breach by one of the Parties of its contractual obligations, and failure to remedy such breach thirty (30) days following a formal notice sent by registered letter with acknowledgement of receipt, the other Party may terminate the Agreement by sending a registered letter with acknowledgement of receipt.

11.2 In the event of a breach of the provisions regarding Intellectual Property Rights and License to use the service, Compliance with laws, Confidential Information and/or Personal Data by Customer, ALTARES - D&B shall promptly inform the Customer of the identified breach (email is permitted) and may immediately suspend the Services and/or the use by Customer of any Information or Programs without delay. If the breach is remedied (to ALTARES - D&B's reasonable satisfaction) within seven (7) days of ALTARES - D&B giving such notice to Customer, ALTARES - D&B shall promptly reinstate the Services and permit Customer to resume using the Services, or (ii) if such breach is not remedied or capable of remedy, ALTARES - D&B may terminate the Agreement upon giving Customer not less than seven (7) days written notice.

11.3 Either Party may terminate this Agreement immediately by notice in writing if the other Party suffers an insolvency event.

11.4 Upon expiry or termination of this Agreement (or upon receipt of Programs or Information that is intended to supersede previously obtained Programs or Information), unless ALTARES - D&B and Customer agree otherwise in writing, Customer will promptly (and no later than seven (7) days after termination of the Agreement) delete or destroy all originals and copies of the Information and/or Programs, as applicable, and upon request, provide ALTARES - D&B with certification thereof. Notwithstanding the aforesaid, Customer may retain a single copy of the Information (but not the Program) for regulatory compliance and archive purposes, provided always that such retained copy may not be used for any commercial purpose.

11.5 If, without ALTARES - D&B's written permission or as otherwise permitted hereunder, Customer continues after expiry or termination of the Agreement to access or use Services, Information and/or Programs, in addition to any other remedies available to ALTARES - D&B, Customer will be liable to pay ALTARES - D&B for the Services, Information and/or Programs Customer has continued to access and/or use at the amounts provided for in the Agreement for such Services at the date of termination or, in case the prices are not set out in the Agreement, at the premium "pay-as-you-go" rate applicable on the date of expiry of the Agreement and on such terms as to payment as ALTARES - D&B shall specify.

11.6 Except where exclusively caused by a breach of ALTARES - D&B, the termination of the Agreement does not entail any obligation to refund the sums paid by the Customer.

11.7 The exercise by ALTARES - D&B of any rights of suspension or termination under this paragraph shall be without prejudice to any other rights or remedies which ALTARES - D&B has under Agreement or at law.

11.8 Any provisions set forth in this Agreement which by their nature are intended to survive termination of this Agreement will be deemed to survive termination of this Agreement.

ARTICLE 12 - GOVERNING LAW AND JURISDICTION

12.1 The Agreement shall be governed by and construed in accordance to French law.

12.2 Any dispute relating to the Agreement, and in particular to the interpretation, performance or validity of the Agreement or one of its stipulations, shall be subject to an attempt at amicable resolution by the Parties within ten (10) business days from the receipt by one of the Parties of the notification of the dispute by registered letter with acknowledgement of receipt sent by the other Party.

12.3 In the absence of agreement between the Parties within thirty (30) days from the said meeting, the dispute shall be brought before the Commercial Court of Nanterre, notwithstanding the plurality of defendants or appeal in warranty, even for emergency or provisional proceedings, in summary proceedings or by petition.

ARTICLE 13 – OTHER PROVISIONS

13.1 Entire Agreement and precedence. The relationship between the Parties are governed by the Agreement consisting in, in decreasing hierarchical order, the Order, these General Terms and Conditions, any attached addendums, appendices and schedules, and any online service terms applicable to a specific Service in effect from time to time. All prior agreements both oral and written between the Parties on the matters contained in this Agreement are cancelled, replaced and superseded by this Agreement. In no event shall any Customer terms or conditions (including those in or attached to a Customer's purchase order) apply to any Order or vary this Agreement. The headings in this Agreement are for ease of reference and shall not affect its interpretation.

13.2. Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the same economic, legal and commercial objectives.

13.3. Waiver/Amendment. The failure to exercise a right provided by this Agreement or at law shall not constitute a waiver of that right. If a Party waives a breach of any provision of this Agreement this shall not operate as a waiver of any subsequent breach. Any amendment, addendum or waiver relating to this Agreement must be in writing and signed by both Parties.

13.4 Assignment. Neither party may assign any of its rights and/or obligations under this Agreement without the prior written consent of the other party, save that ALTARES - D&B may assign the Agreement (i) to any of its Affiliates or (ii) as part of a restructuring or consolidation or the sale of substantially all of ALTARES - D&B's assets, to the beneficiary of such operation. Any assignment in breach of this paragraph is void.

13.5 Force majeure. Neither Party shall be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from an event meeting the definition of force majeure provided in Article 1218 of the French Civil Code, as interpreted by French case law, corresponding to circumstances or causes beyond its reasonable control, and in such circumstances either Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that, if the period of delay or non-performance continues for thirty (30) consecutive days, either Party may cancel the Agreement by giving not less than fourteen (14) days notice to the other Party, sent by registered letter with acknowledgement of receipt.

13.6. Labour Law. ALTARES - D&B undertakes to comply with all of its legal and regulatory obligations relating to (i) the working conditions of the personnel assigned to perform the Services, (ii) the completion of formalities with the social security organisms and the payment of the social security contributions necessary for the exercise of its activity, (iii) the affiliation of its personnel to the social bodies, (iv) the labour legislation relating to the fight against illegal employment.

13.7. Insurance. ALTARES - D&B has subscribed to the necessary insurances policies for the exercise of its activity in a notoriously solvent company and accepts, at the Customer's request, to provide him with a certificate thereof.

13.8 Modification. ALTARES - D&B reserves the right to modify the provisions of the Agreement. ALTARES - D&B will send a written notice to the Customer specifying the modifications. The Customer may reject these modifications by registered letter with acknowledgement of receipt notified within thirty (30) days from the date of their communication by ALTARES - D&B. Failing this, the modifications are deemed to have been accepted as is.

13.9 Notice. Any notice to be served on a Party shall be in writing and may only be served by sending it by registered letter with acknowledgment of receipt. Email may be used for routine communication and where otherwise expressly permitted in this Agreement. For the avoidance of doubt, e-mail notices shall not amount to notice in writing or a written instrument for the purposes of termination for breach, waiver and assignment paragraphs.

APPENDIX 1 – PROCESSING AND PROTECTION OF PERSONAL DATA

ALTARES – D&B is committed to ensuring that its activities comply with its obligations regarding the protection of personal data and to implementing all necessary means to this end, according to Law N°78-17 of January 6th, 1978 relating to data processing, data files and liberties ("*Informatique et Libertés*") and European Regulation 2016/679 of April 27th, 2016 relating to personal data and its guiding principles (hereinafter the "Applicable Legislation"). This commitment is reflected in the implementation of technical and human resources, as well as appropriate organizational measures.

To this end, this appendix aims to describe the measures set in place to ensure the protection of personal data within the meaning of the Applicable Legislation (hereinafter the "Personal Data") that is processed within the framework of the agreement signed between the Parties (hereinafter the "Agreement") and for the provision of the services described in said Agreement (hereinafter the "Services"), and more specifically :

- the processing of the Customer's (hereinafter the "Customer") Personal Data within the framework of the execution and management of the Agreement;
- the processing of Personal Data in the databases of ALTARES – D&B (French databases) and its partner DUN & BRADSTREET (international databases);
- the processing of Personal Data communicated by the Customer for the performance of Services for which ALTARES – D&B acts as a subcontractor.

1. PROCESSING OF PERSONAL DATA FOR THE EXECUTION AND THE MANAGEMENT OF THE AGREEMENT

1.1 ALTARES – D&B processes the following Customer's Personal Data as a controller:

- Personal Data relating to the signatory of the Agreement (as set out in the first page of the Agreement);
- Personal Data of the contact person of the Agreement (as set out in the first page of the Agreement);
- Personal Data of the users of the Services (hereinafter the "Users").

1.2 These Personal Data are processed by ALTARES – D&B for the purpose of performing the Agreement, including the setting of Users' account necessary for the provision of certain Services.

The information requested is mandatory; the lack of communication of such information may affect the performance of the Agreement and the provision of the Services provided for in the Agreement.

1.3 When personal data have been collected by the Customer directly from the data subject, the Customer warrants and represents that:

- the data subjects have been duly informed of the collection and processing of their Personal Data in accordance with the Applicable Legislation; where applicable, this information shall be

supplemented with regard to the specific use of Personal Data that may be made, and

- the consent of data subjects is obtained (where such consent is required).

1.4 Depending on the purposes of the processing the grounds of such processing of Personal Data may vary. In that sense, data processing is generally necessary for : (i) the execution of an agreement or precontractual measures (for example for the management, processing, and monitoring of the Services provided for in the Agreement); (ii) the pursuit of ALTARES -D&B's legitimate interests in the management and monitoring of its relationships, in particular commercial, with its customers, and in the organisation of its communication operations in general; and (iii) the compliance with legal and regulatory obligations imposed on ALTARES – D&B.

1.5 The Personal Data thus collected will be kept for the duration of the Agreement and any renewals thereof, and for a maximum period of 10 (ten) years from the end of this Agreement, which is necessary to achieve the aforementioned purposes.

1.6 The Personal Data mentioned herein is intended, depending on the Services concerned:

- to ALTARES - D&B ;
- to its partner DUN & BRADSTREET and the subsidiaries, affiliated entities and members of DUN & BRADSTREET's Worldwide Network (hereinafter the "WWN");
- and possibly for their providers and/or contractual or commercial partners exclusively for the achievement of the aforementioned purposes.

Some of the collected Personal Data may be communicated to third parties outside of the European Union, exclusively for the purposes mentioned above. These third parties may be entities of the group to which ALTARES – D&B belongs, and have signed standard contractual clauses with ALTARES – D&B in order to regulate the transmission of information within the group, as well as to their providers and/or partners.

1.7 In accordance with the Applicable Legislation, the data subjects concerned by the processing of Personal Data within the scope of this Article shall have (i) the right to query, access, correction, deletion and/or portability of their Personal Data, as well as the right to obtain the limitation of their processing and the right to object (to the processing of Personal Data, as well as to prospection, including commercial prospection), (ii) the right to set guidelines regarding the fate of Personal Data and the way data subjects wish these rights to be exercised after their death.

These rights can be exercised by simple written request sent by post to the following address: ALTARES - D & B – Campus Equilibre – Immeuble Le Yard - 52/58 avenue Jean Jaurès 92700 Colombes, or by email at the following address: dpo@altares.com.

For any further information relating to the protection of Personal Data, the Data Protection Officer appointed by ALTARES - D&B can be contacted at the following address dpo@altares.com.

The data subject may in any event file a complaint with the French Data protection authority (Commission Nationale de l'Informatique et des Libertés – CNIL), in charge of the protection of Personal Data, if it is considered that Personal Data is not processed in accordance with the Applicable Legislation.

2. PROCESSING OF PERSONAL DATA IN DATABASES

2.1 DESCRIPTION AND PURPOSE

2.1.1 Processing of French data by ALTARES – D&B as data controller

2.1.1.1 ALTARES – D&B, as Data controller, processes data on French companies and their managers – sometimes including Personal Data – in order to offer business solutions that address "Risk Management" , "Sales & Marketing", "Compliance" and "Data Management" issues, which contribute to the security of transactions by enabling companies to manage their financial risks, to develop a better knowledge of their customers, partners and suppliers, including for marketing purposes, and to comply with the various regulatory requirements applicable to their business, such as protection against fraud, corruption and money laundering.

2.1.1.2 In this context, Personal Data that may be processed are data of any kind relating to:

- professional activity of the data subjects, including data relating to their identification (e.g. names, first names, date of birth) and their contact details (e.g. email, phone number),
- professional life of the data subjects (e.g. capital linkage, SIRET number, DUNS@ Number, company name, registered office address),
- economic and financial information (e.g. balance sheets, collective proceedings, legal announcements),
- and more generally all Personal Data necessary for the aforementioned purposes;

2.1.1.3 The categories of data subjects are the following:

- natural persons whose information is necessary to study French companies, and in particular, statutory leaders or operational directors,
- natural persons such as craft traders, traders, craftsmen, liberal professions, farmers and other individual entrepreneurs.

2.1.1.4 The nature of the operations carried out on personal data is: collection, qualification, enhancement and analysis.

2.1.1.5 Personal Data that may be processed may come (i) mainly from public sources, since the ALTARES – D&B French database is based in particular on the INSEE's SIRENE registry, RNCS data from INPI and INFOGREFFE and Legal Announcements published in the Official Journal within BODACC (A, B and C), BALO, Journal des Associations, and BOAMP, but also (ii) from private sources and (iii) from ALTARES – D&B's customers.

2.1.1.6 The grounds for such processings of Personal Data may vary. In this respect, in general, data processing is necessary to (i) pursue ALTARES – D&B's legitimate interests in offering products and services to help its customers manage their financial risks and the relationship with their own customers; and (ii) pursue the legitimate interests of ALTARES – D&B's customers to use products and services that

enable them to better manage their financial and commercial relationships, and to meet some of their regulatory obligations.

2.1.1.7 The Personal Data thus collected will be kept for a period that varies according to their nature and the purpose for which they were collected, in accordance with the legal retention periods.

2.1.2 The processing of international data by DUN & BRADSTREET as data controller

2.1.2.1 DUN & BRADSTREET, as data controller, processes data on companies and their managers all over the world – sometimes including Personal Data – in order to offer products and services helping its customers to make important business decisions.

2.1.2.2 Personal Data that may be processed is data of any kind regarding the professional activity of data subjects, including data relating to:

- their identification (e.g. names, first names, date of birth) and their contact details (e.g. email, phone number, fax number);
- their professional life (e.g. capital links, SIRET number, DUNS® Number, company name, registered office address, professional contact details, function, domain name, professional associations);
- economic and financial information (e.g. effective owner, balance sheets, collective proceedings, legal notices, payment histories, debts, assets), criminal convictions, offences and security measures (newspaper and press articles on criminal convictions);
- and more generally all personal data necessary for the aforementioned purposes.

2.1.2.3 The categories of data subjects are the following: natural persons whose information is necessary to study companies all over the world, and in particular, individual companies, company managers, shareholders, administrators, professional contacts.

2.1.2.4 The nature of the operations carried out on Personal Data is: collection, qualification, enhancement and analysis.

2.1.2.5 Personal Data that may be processed comes from DUN & BRADSTREET's subsidiaries and affiliated entities, as well as members of DUN & BRADSTREET's WWN. As such, they may come from (i) public sources (and in particular law enforcement agencies or public records) but also (ii) private sources.

2.1.2.6 The grounds for such processings of personal data may vary. In this respect, in general, the processing of data is necessary to pursue DUN & BRADSTREET's legitimate interests in offering commercial products and services to help its customers manage their financial risks and the relationship with their own customers.

The Personal Data thus collected will be kept for a period that varies according to their nature and the purpose for which they were collected, in accordance with the legal retention periods.

2.1.2.7 The collected Personal Data is processed by DUN & BRADSTREET to create scores and ratings, as well as customized profiles for their customers. DUN & BRADSTREET does not make any decision regarding the entities present in its

database, does not keep blacklists and does not make recommendations to enter or not into business any entity to their customers.

2.2 THE RECIPIENTS OF PERSONAL DATA

Personal Data is intended for ALTARES – D&B, its partner DUN & BRADSTREET and subsidiaries, affiliated entities and members of DUN & BRADSTREET's WWN, their clients and possibly their providers and/or contractual or commercial partners exclusively for the achievement of the aforementioned purposes. Some of the Personal Data collected may be communicated in particular to third parties located outside of the European Union, exclusively for the purposes mentioned above. These third parties may be entities of the group to which ALTARES – D&B belongs and have signed standard contractual clauses with ALTARES – D&B in order to regulate the transmission of information within the group, as well as their providers and/or partners.

2.3 THE RIGHTS OF DATA SUBJECTS

2.3.1 In accordance with the Applicable Legislation, the data subjects have (i) the right to query, access, correction, deletion and portability of their Personal Data, as well as the right to obtain the limitation of their processing and the right to object (to the processing of their data, as well as to prospection, including commercial prospection), (ii) the right to set guidelines regarding the fate of Personal Data and the way data subjects wish these rights to be exercised after their death.

2.3.2 These rights can be exercised by simple written request accompanied by a copy of both sides of a signed identity document sent by post to the following address: ALTARES – D & B – Campus Equilibre – Immeuble Le Yard - 52/58 avenue Jean Jaurès 92700 Colombes, or by email at the following address: dpo@altares.com

For any further information relating to the protection of personal data, the Data Protection Officer appointed by ALTARES – D&B can be contacted at the following address : dpo@altares.com

2.3.3 Data subjects may in any event file a complaint with the French Data protection authority (Commission Nationale de l'Informatique et des Libertés – CNIL) in charge of personal data protection, or with their own data protection authority, if it is considered that data is not processed in accordance with the Applicable Legislation.

ALTARES – D&B and DUN & BRADSTREET, as data controllers of their French and international database, are committed, respectively, to comply with the provisions of European Union law and applicable regulations relating to the processing of Personal Data.

3. PROCESSING OF PERSONAL DATA COMMUNICATED BY THE CLIENT FOR THE PROVISION OF SERVICES BY ALTARES – D&B AS DATA PROCESSOR

3.1 ALTARES – D&B'S COMMITMENTS

3.1.1 Presentation of the processing of Personal Data

3.1.1.1 ALTARES – D&B may be given access to certain Personal Data as a processor, for the provision of certain Services. ALTARES – D&B may thus be required to process such Personal Data on behalf of the Customer, who is then acting as data controller, for the sole purpose of providing Services and for the duration of the Agreement.

3.1.1.2 Personal Data that may be processed is data of any kind regarding the professional activity of data subjects, including data relating to:

- their identification (e.g. names, first names, date of birth) and their contact details (e.g. email, phone number);
- their professional life (e.g. capital links), economic and financial information (e.g. balance sheets, collective proceedings, legal announcements);
- and more generally all personal data necessary for the execution of the Agreement.

3.1.1.3 The categories of data subjects are: the clients, providers, partners and/ or prospects of the Customer, including natural persons whose information is necessary to provide the benefits and Services, and in particular, statutory leaders or operational managers.

3.1.1.4 The nature of the operations carried out on Personal Data is: qualification and enhancement.

3.1.2 Security and confidentiality

3.1.2.1 ALTARES – D&B ensures to implement all relevant measures to preserve the security, and in particular the confidentiality, of any Personal Data to which it may have access or which may be communicated to them for the performance of the Agreement. Moreover, ALTARES – D&B undertakes to take all appropriate technical and organisational measures, considering the stage of knowledge, the costs of implementation and the nature, scope, context and purpose of the processing of Personal Data, which would be necessary for ALTARES – D&B and its employees to comply with these obligations of security, integrity and confidentiality.

3.1.2.2 In this context, ALTARES – D&B undertakes in particular :

- Not to process, or consult Personal Data for other purposes than the performance of its obligations for the provision of the Services on behalf of the Customer under this Agreement;
- To process or consult such Personal Data only according to the Customer's documented instructions (the Parties acknowledge that ALTARES – D&B acting within the framework of the execution of the Agreement falls in the notion of documented instruction), including regarding the transfers of Personal Data to a third country or to an international organization, unless it is required to do so under the European Union law or a Member State legislation, to which ALTARES – D&B is subject. In that case, ALTARES – D&B shall inform the Customer of this obligation before processing Personal Data, unless the applicable legislation prohibits such information for important reasons of public interest;
- To take all necessary precautions to preserve the security of Personal Data to ensure that it is not deformed, damaged, that unauthorized third parties have access to it, and to prevent any access that is not previously authorized by the Customer;
- To take all measures to (i) ensure the constant confidentiality, integrity, availability and resilience of the processing systems and services used, (ii) restore the availability of and access to Personal Data within an appropriate

period in the event of a physical or technical incident, and (iii) regularly test, analyze and evaluate the effectiveness of these measures;

- To ensure that the persons authorised to process such Personal Data are subject to an appropriate contractual or legal obligation of confidentiality;
- and, at the end of the Agreement, according to the Customer's instructions, to return the Personal Data processed on behalf of the Customer and to destroy any manual or computerized files storing said data, including any copies thereof, unless European Union law or French legislation requires ALTARES – D&B to retain such Personal Data.

3.1.2.3 The means implemented by ALTARES – D&B to ensure security and confidentiality of Personal Data shall be in accordance with the state of the art in this field. ALTARES – D&B undertakes to maintain these means throughout the execution of the Agreement and, otherwise, to inform immediately the Customer about it. In any case, ALTARES – D&B undertakes, in the event of a change of means aiming to ensure the security and confidentiality of such Personal Data, to replace them with means of equivalent or superior performance.

3.1.3 Sub-processing

3.1.3.1 Customer acknowledges that ALTARES – D&B is entitled to use other processors (hereinafter referred as to "sub-processors") to carry out specific processing activities. Sub-processors will be identified in the Orders.

3.1.3.2 ALTARES – D&B shall inform the Customer, via the email communicated by the Customer in the Agreement, of any intended change regarding the addition or replacement of sub-processors. The Customer will then have 48 (forty-eight) hours from the date of receipt of this information to present his objections. This sub-contracting can only be carried out if the Customer did not object within the agreed period.

3.1.3.3 ALTARES – D&B further undertakes that sub-processors will comply with the obligations of this Agreement as well as the Applicable Legislation. ALTARES – D&B undertakes to conclude for this purpose a written agreement with each sub-processor, it being specified that in case of non-compliance by a sub-processor with its obligations regarding the protection of personal data, ALTARES – D&B shall remain fully liable to the Customer.

3.1.4 Cooperation

3.1.4.1 ALTARES – D&B as data processor, also undertakes to assist the Customer, to the extent of its obligations under this Agreement and, where applicable, under operational and financial conditions to be agreed between the parties.

3.1.4.2 To this end, ALTARES – D&B shall assist the Customer in the compliance with its own obligations regarding the security and confidentiality of Personal Data.

3.1.4.3 ALTARES – D&B shall assist the Customer to carry out a privacy impact assessment on the protection of Personal Data if it is required by the nature of the processing, and where applicable, in any prior consultation of the control authority that may be necessary.

3.1.4.4 ALTARES – D&B shall assist the Customer for the management of requests for the exercise of the rights granted to data subjects under the Applicable Legislation (right of access, rectification, deletion and portability of Personal Data, right to object and right to limit processing, right not to be the subject of an automated individual decision, including profiling) and the answers to be provided. The management of such requests is not ALTARES – D&B's prerogative. Therefore, ALTARES – D&B shall not answer itself to this kind of requests. Nevertheless, it shall inform the Customer, via the email communicated by the Customer in the Agreement, of any request received in this regard. Upon Customer's written request, ALTARES – D&B shall also communicate to Customer any information in its possession requested by Customer, which may be necessary for the processing of data subject requests and the preparation of appropriate responses for the exercise of their rights.

3.1.4.5 ALTARES – D&B shall assist the Customer to comply with the obligation of notification to the control and information authority of the data subject in case of a breach of personal data, i.e. any breach of security that accidentally or unlawfully results in the destruction, loss, alteration, disclosure or unauthorized access to Personal Data being processed. These obligations are not ALTARES – D&B's responsibility. Therefore, ALTARES – D&B will not itself notify the control authority nor inform data subjects. However, it shall inform the Customer, via the email communicated by the Customer in the Agreement, as soon as possible after it becomes aware of any breach of Personal Data. Upon Customer's written request, ALTARES – D&B will also communicate to Customer any information in its possession requested by the Customer and which would be necessary for the Customer to proceed with the aforementioned notification and information.

3.1.4.6 ALTARES – D&B further undertakes to inform the Customer if, in its opinion, an instruction constitutes a violation of the Applicable Legislation or other provisions of Member States' legislation relating to the protection of Personal Data to which ALTARES – D&B would be subject.

3.1.5 Verifications

3.1.5.1 The Customer has the right to carry out any verification that it deems useful to ascertain whether ALTARES – D&B complies with its obligations regarding the protection of Personal Data, in particular by means of audits (or inspections). These verifications may be carried out by the Customer itself or by a third party it has selected, commissioned and mandated for this purpose, not competitor of ALTARES – D&B. In this context, ALTARES – D&B will provide the Customer or said third party the necessary information to enable these verifications to be carried out and to provide proof of compliance with the aforementioned obligations and undertakes to contribute to the said verifications by collaborating with the Customer.

3.1.5.2 The number of audits that may be carried out during a contractual year is limited to one (1) audit, unless ALTARES – D&B seriously fails to meet its obligations, in which case the Customer may request an additional audit or an inspection.

3.1.5.3 In view of these verification operations, the Customer will notify ALTARES – D&B by registered letter with acknowledgment of receipt at least thirty (30) days before the scheduled date of the

audit or inspection and will include a detailed plan of its request in this notification.

3.1.5.4 The audits shall be carried out at the Customer's expense, including ALTARES – D&B's internal costs, in particular the working days of its staff, it being specified that the price of one (1) working day will be charged € 850.00 excluding taxes.

3.1.5.5 The duration of the verification operations will not exceed three (3) working days.

3.1.5.6 Verification operations must take place during the normal business hours of ALTARES – D&B's offices and will be conducted in a manner that does not interfere with the provision of the Services nor any other activity carried out by ALTARES – D&B for the benefit of its other customers, who will always remain a priority over the performance of verification operations; ALTARES – D&B may at any time interrupt these verification operations if the provision of the Services or any other activity carried out by ALTARES – D&B for the benefit of its other customers requires that the resources and / or means used by the audits be mobilized for other purposes.

3.1.5.7 It is expressly agreed that the following will not be subject to verification: any financial data or Personal Data that does not concern the Customer, any information whose disclosure could affect the security of ALTARES – D&B's systems and / or data (e.g. risk for the confidentiality of information) or other ALTARES – D&B's customers, or the source code of the computer programs used in the provision of the Services.

3.1.5.8 Any person in charge of verification may be admitted to a building of ALTARES – D&B or one of its processors only after declaration by the Customer of its identity; the Customer must ensure the probity of the persons mandated to carry out the verification operations, whether they are employed by the Customer or an external audit firm, and the Customer guarantees ALTARES – D&B that these persons respect absolute confidentiality of the information that may come to their attention in the context of these verification operations.

3.1.5.9 The person in charge of the verification operations may not copy any document, file, data or information, in whole or in part, nor take photographs, digitize, or capture sound, video or computer recordings; he cannot ask for all or part of these elements to be provided or sent to him or her; ALTARES – D&B can organize a review of sensitive documents in a secure room (black room).

3.1.6 Data Protection Officer

ALTARES – D&B has designated a Data Protection Officer who may be contacted at the following address: dpo@altares.com

3.1.7 Register of processing activities

ALTARES – D&B declares to keep a written record of the processing activities carried out on behalf of the Customer, in accordance with the Applicable Legislation.

3.2 CUSTOMER'S COMMITMENTS

3.2.1 The Customer, as data controller, is responsible for the processing of Personal Data implemented or made in connection with the provision of the Services. It guarantees ALTARES –

D&B that it complies with the provisions of the Applicable Legislation.

3.2.2 The Customer has documented in the Orders its instructions relating to the performance of this Agreement, and in particular the processing of Personal Data to be implemented in this context on its behalf by ALTARES – D&B.

3.2.3 As data controller, the Customer undertakes to ensure:

- the lawfulness, fairness and transparency of the collection and processing of Personal Data (including information of data subjects, or collection of their consents when required, in particular due to the purpose or methods of processing or due to the Personal Data collected and processed);
- That such Personal Data are only processed for a specific, explicit and legitimate purpose, and are not processed for subsequent purposes incompatible with that initial purpose;
- That Personal Data collected and processed in connection with the provision of the Services are adequate, relevant, not excessive and limited to what is necessary in view of the purposes pursued, and that the collection of such data is not unlawful. The Customer undertakes not to process Personal Data under specific protection, except if necessary for the purpose of its own processing;
- The quality, topicality, updating and accuracy of such Personal Data;
- That Personal Data are kept in a form which allows the identification of data subjects only for a period no longer than is necessary for the purposes of the processing. In this regard, it is also the Customer's responsibility to determine and communicate to ALTARES – D&B the desired retention periods for the Personal Data for it to be implemented in the context of the provision of the Services, subject to any contrary regulatory, legal or contractual provisions requiring ALTARES – D&B to keep personal for a different retention period;
- That authorization for Personal Data are strictly limited to users who need to know them, on the basis of the rule of least privilege;
- The respect for the rights of data subjects (right of access, interrogation, rectification, opposition, deletion, limitation, portability, etc.) and to respond in the manner and within the time limits set by the provisions applicable to the requests made to this effect by the data subjects.

3.2.4 The Customer releases ALTARES – D&B of any claim from data subjects whose data is processed, for the sole purpose of providing the Services.

3.2.5 The Customer, as data controller, undertakes to provide ALTARES – D&B with all information and elements necessary to comply with its own obligations regarding the protection of personal data.

ALTARES – D&B as a subcontractor, may be transferred to entities located:

- in a Member State of the European Union, thus ensuring an adequate level of protection;
- in a country benefiting from an adequacy decision by the European Commission, thus ensuring an adequate level of protection;
- in a third country with which ALTARES – D&B and DUN & BRADTREET have concluded a specific agreement on data protection and standard contractual clauses, thus ensuring appropriate guarantees for the data subject.

4.2 A copy of the guarantees put in place and detailed above can be obtained from the DPO of ALTARES – D & B, at the following email address: dpo@altares.com

4. CROSS-BORDERS DATA TRANSFERS

4.1 The Personal Data covered by this appendix, including the Customer's Personal Data as ALTARES – D&B's Customer, Personal Data within databases and Personal Data communicated by the Customer for the provision of Services by