

**TRANSPARENCY-ONE**  
**GENERAL SUBSCRIPTION TERMS AND CONDITIONS**  
**Version 10/08/2020**

Transparency-One develops, publishes and markets an on-line collaborative software solution - i.e. in "SaaS mode" - (the "Transparency-One Solution") which allows subscribers to Transparency-One services to verify data, assess risks and communicate in real-time.

BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE OR BY OTHERWISE ACCEPTING A REGISTRATION FORM -, THESE GENERAL SUBSCRIPTION TERMS AND CONDITIONS (the "GSTC") OR AN AGREEMENT WITH TRANSPARENCY-ONE OR A DISTRIBUTOR AGREEMENT WITH AN AUTHORIZED DISTRIBUTOR OF TRANSPARENCY-ONE, YOU ("SUBSCRIBER") HEREBY ACCEPT THE AGREEMENT AND ACKNOWLEDGE AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU OR ANY SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE TRANSPARENCY-ONE SOLUTION.

Subscriber acknowledges that prior to its conclusion of the Agreement it has been granted access to, and was able to request and/or consult, all necessary information to take into consideration the offer of Transparency-One, including the associated technical prerequisites, as well as all contractual documents as referred to in article 3 below. In this context, Subscriber was able to make sure Transparency-One Services met its needs.

Subscriber hereby declares that it freely agrees to be bound by the Agreement and to use the Services.

Transparency-One recommends to Subscriber to print and keep a hard copy of the GSTC, which are also downloadable at any time.

## **1 - Definitions**

**"Administrator"**: the natural person as appointed by Subscriber in accordance with the terms of article 4.4 of the GSTC, having authority to bind any Authorized User to the terms and conditions of the Agreement. By default, the Subscriber's representative - subscribing online to the Services and designated as such in the Registration Form - is the Administrator.

**"Agreement"**: the contractual documents between Transparency-One and Subscriber as defined in article 3 of the GSTC which govern the subscription of the Services, and any potential amendment.

**"Authorized Distributor"**: the partner of Transparency-One's which has concluded a valid contract with Transparency-One relating to the resale of subscriptions to the Services directly to Subscribers.

**"Authorized User"**: any natural person placed under the responsibility of Subscriber (including employee, agent, service provider, representative), identified and authorized by the Administrator to use the Transparency-One Solution and more generally the Services, in strict compliance with the terms and conditions of the Agreement.

**"Brand Owner"**: any entity which has subscribed to the Transparency-One Services to monitor its Suppliers, in order to assess the quality and the transparency of the Supply Chain.

**"Business Days"**: from Monday to Friday, excluding French public holidays.

**“Connection Data”**: the logins and passwords of each Authorized User.

**“Content / Data”**: any information of any nature, transmitted and / or received by Subscriber and / or Authorized Users - including Personal Data and where applicable, the Shared Data - in the context of the use of Transparency-One Solution and more generally of the Services by Subscriber.

**“Data Transfer Limit”**: the volume of Data defined in the Registration Form and authorized under the Transparency-One Services subscribed by Subscriber; any volume of Data exceeding the Data Transfer Limit shall be subject to an additional invoice in accordance with the terms of the Registration Form.

**“Distributor Agreement”**: the order and/or the contract existing between Subscriber and Authorized Distributor which allows Authorized Distributor to directly resale to Subscriber the subscription to Transparency-One Services; the Distributor Agreement incorporating the Agreement by reference with regards to the subscription to Transparency-One Services.

**“Documentation”**: the documentation in English language describing the main functionalities of the Solution, and any Updates of such documentation, as made available to Subscriber within the framework of the Agreement, and in the medium of Transparency-One’s choice.

**“Effective Date”**: the date of payment of the Services fees for the initial term, in accordance with the Registration Form.

**“Environment”**: Subscriber’s computer equipment, in particular hardware, operating systems, third-party software, connection to an Internet access service.

**“General Subscription Terms and Conditions” or “GSTC”**: the applicable version of this document, including its exhibits 1 and 2.

**“Laws and Regulations on Data Protection”**: the laws and regulations in force in the European Union, the European Economic Area and their Member States relating to the processing of Personal Data, in particular Law No. 78-17 of 6 January 1978 on information technology, to files and freedoms in its current version (the "Loi Informatique et Libertés") and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

**“Party/Parties”**: individually, Subscriber or Transparency-One, and collectively Subscriber and Transparency-One.

**“Personal Data”**: any personal Data in the meaning of article 4 -1) of the GDPR.

**“Price Calculation”**: the price calculation made automatically from the rates reported to Subscriber, once the Registration Form is completed by Subscriber, and prior to the validation of such Registration Form.

**“Registration Form”**: the online, firm, registration form, which notably designates Subscriber and Transparency-One as contracting entities, the scope (and in particular the Data Transfer Limit and the subscribed options), as well as the initial term of the Transparency-One Services, the Services fees resulting from the Price Calculation and payment specifications. Any registration form - to constitute a Registration Form - shall be (i) duly completed and accepted by Subscriber, and (ii) entails Subscriber’s express acceptance of the GSTC and payment of the Services fees.

**“Services” or “Transparency-One Services”**: the provision of the Solution by Transparency-One in SaaS mode to Subscriber which includes (i) remote and online access by Authorized Users to the Solution, for the term and the scope of the Services, (ii) hosting of the Solution on Transparency-One Server and (iii) maintenance, depending on the terms of the selected subscription (direct or indirect maintenance through Authorized Distributor).

**“Shared Data”**: the Data that Subscriber agrees to share with its Trading Partners through the Transparency-One Solution. By default, the Data of Subscriber is not shared, and only Subscriber - upon invitation by its Trading Partners - shall decide of the level of sharing for such Shared Data with the downward chain of its Trading Partners.

**“Subscriber”**: the entity which subscribes to the Transparency-One Services signatory of the Registration Form, and co-contractor with Transparency-One.

**“ Supplier”**: the direct (**“Tier 1”**) or indirect supplier of a Brand Owner, which has subscribed to the Transparency-One Services.

**“Supply Chain”**: the overall chain of products, Suppliers, Suppliers’ Sites from the final product all the way to the raw material which makes the overall harvesting, transformation, production and packaging of a final product.

**“Supplier Site”**: the physical site(s) (production, site, warehouse, packaging site...) of a Supplier. A single Supplier may have several Supplier Sites.

**“Survey(s)”**: the electronic questionnaires developed by Transparency-One, integrated into the Transparency-One Solution and automatically sent to Subscriber, as part of the Transparency-One Services.

**“Technical Prerequisites”**: the equipment (hardware, operating system, Internet connection with sufficient bandwidth), necessary for the activation and the use of the Solution, and more generally of the Services, as described in English language in the Solution, and any evolution thereof throughout the term of the Agreement.

**“Third-party software”**: the third parties’ standard software, proprietary or open source, included in the Solution.

**“Trading Partners”**: Subscriber’s direct and/or indirect customers - exclusively part of the “downward” supply chain - having subscribed to the Transparency-One Services, which have authorized access to the Transparency-One Solution and which therefore may have access to the Shared Data.

**“Transparency-One”**: Transparency-One, a French “société par actions simplifiée” with a capital of 2,222,000.00 euros, incorporated and registered in Paris under number 815 233 242, whose head office is located 47 rue de Monceau 75008 Paris - France.

**“Transparency-One Server”**: all the data processing system on which the Solution is installed, which is the property of Transparency-One and/or on which Transparency-One owns the rights necessary for the provision of the Services under the Agreement, located on the geographical site(s) chosen by Transparency-One and connected to the Internet.

**“Transparency-One Solution” or “Solution”**: the English version of the collaborative software package solution for professional use and its related Documentation, including any potential Updates, made available to Subscriber by Transparency-One as they become available, as part of the Services.

**“Update(s)”**: the improvements to Transparency-One Solution in terms of functional evolutions, the corrections of possible anomalies to the Solution and/or if applicable, any evolution of the Documentation throughout the term of the Agreement, to the exclusion of any additional module.

## **2 - Purpose of the Agreement**

The purpose of the Agreement is to define the terms and conditions of use of the Services by Subscriber. The Transparency-One Services do not include any implementation services of the Transparency-One Solution.

### **3 - Contractual documents**

The Agreement is composed of the following documents:

- (i) the Registration Form;
- (ii) the General Subscription Terms and Conditions, including their exhibits 1 and 2.

In case of conflict, ambiguity or inconsistency between the contractual documents listed above, the first-listed shall prevail.

Furthermore, articles 7, 9, 10, 11, 12 and exhibits 1 and 2 of the GSTC shall prevail over any other contractual provisions.

For the sake of clarity, the Distributor Agreement incorporates the Agreement by reference with regards to the subscription to the Transparency-One Services.

### **4 - Access and use of the Solution; Technical Prerequisites**

**4.1** Transparency-One grants Subscriber the personal, non-exclusive and non-transferable right of access and use of the Solution and more generally the Services for its sole professional activities in accordance with the terms and conditions of the Agreement and the Documentation, and in particular for the scope and the term of the Agreement.

Any non-expressly authorized use of the Solution is strictly prohibited.

**4.2** Subscriber acknowledges and agrees that Transparency-One Solution is a standard software and is designed to meet the needs of the largest number of users. Only the functionalities and tasks corresponding to the options subscribed in the Registration Form may be carried out within the limit of the Data Transfer Limit, and more generally within the scope defined in the Registration Form. Subscriber acknowledges and agrees that training is recommended prior to the use of the Solution, and that the Transparency-One technical support service is not intended to be used as substitute for such training.

**4.3** Subscriber shall be responsible for ensuring that each of its involved Authorized Users is made aware and complies with the terms and conditions of the Agreement governing the use of Transparency-One Solution and more generally the Services, which are therefore used under Subscriber's sole control, direction and responsibility.

**4.4** Subscriber shall appoint an Administrator at the Effective Date who shall be primary contact for Transparency-One in designating the Authorized Users. The Administrator may appoint delegated administrators. The Administrator shall update the Authorized Users' lists and profiles and approve new Authorized User accounts. Any replacement of the Administrator or any delegated administrator shall be subject to registration in the Transparency-One Solution.

**4.5** Subscriber represents having been informed of the Technical Prerequisites at the Effective Date. Transparency-One is free to upgrade and change the Technical Prerequisites throughout the term of the Agreement, notably due to the evolution of the Solution and more generally the Services, and will inform Subscriber of such evolution by any means of Transparency-One's choice, and in all extent possible, in advance.

**4.6** Subscriber acknowledges and agrees it shall bear all costs and maintenance fees for the provision and maintenance of the Environment throughout the term of the Agreement, including the

subscription to telecommunication services required for the use of the Solution and more generally the Services, in order to ensure the compatibility of the Environment with the latest version of Transparency-One Solution.

**4.7** Subscriber acknowledges that an Environment which does not comply with the Technical Prerequisites may cause performance degradation of the Solution and more generally of the Services, which Transparency-One may not in any way be held responsible for.

## **5 - Security and Data**

**5.1** Authorized Users shall authenticate themselves to connect to the Transparency-One Solution through their Connection Data, which remains strictly personal to each Authorized User. Any connection to the Transparency-One Solution made through the Connection Data shall be deemed to have been made by Subscriber itself or by the Authorized Users. In this context, Subscriber shall ensure that the Connection Data is not used by unauthorized persons, and shall implement all methods and measures of protection for the Connection Data and the Environment against any intrusion and any virus. Transparency-One shall not be held responsible in the event of wrongful or fraudulent use of the Connection Data.

**5.2** Transparency-One is under no obligation to monitor any Data transmitted and/or received by Subscriber and/or to monitor the Shared Data, and cannot in any way be held responsible for such data.

**5.3** Subscriber acknowledges and agrees that it is solely responsible for any use of the Transparency-One Solution and more generally the Services by Authorized Users, and in particular of any Data (including Personal Data), transmitted and/or received and/or of any Shared Data in any way whatsoever, by Subscriber under the Services. In particular, Subscriber is solely responsible for all Content accessible on its allocated workspace on the Transparency-One Server and of any Data related to the access and use of the Transparency-One Solution, and more generally of the Services.

**5.4** Subscriber warrants that Data will not give rise to any third-party claims, including claims relating to the intellectual property rights of third-parties, pornographic materials, libel, slander, violations of privacy, or other third-party rights.

**5.5** Notwithstanding the above, and in the event that Transparency-One is informed that the Data does not comply with the terms of the Agreement and more generally of any use of the Services for illegal purposes, or infringing third-party's rights, or in case of emergency, Transparency-One reserves the right, at its sole discretion, as of right, without notice, without any prior formality and without liability to Subscriber, to delete such Data and/or to deny access to such Data and/or access to the Transparency-One Solution and/or to all or part of the Services.

**5.6** The terms and conditions related to the processing of Personal Data under the Services are defined in exhibit 1 of the GSTC.

**5.7** Subscriber expressly authorizes Transparency-One to collect, process, store, use the Data and share any Shared Data by Subscriber through the Solution in accordance with the terms and conditions of the Agreement, except for Personal Data for which Transparency-One only acts in accordance with the documented instructions of Subscriber as defined in exhibit 1 of the GSTC. In this regard, Subscriber warrants that no applicable legal or regulatory requirement prevents Transparency-One from complying to its obligations under the Agreement. Moreover, Subscriber warrants to Transparency-One that it has obtained the consent of all natural persons prior to the collection, processing, storage, use and sharing of their Personal Data.

**5.8** Authorized Users are informed of how Transparency-One processes their Personal Data as a controller, mainly for the creation and management of their account, in exhibit 2.

**5.9** Subscriber acknowledges that Transparency-One may - except for Personal Data - compile information for statistical purposes and/or anonymous information relating to the execution and use of the Solution, in order to create statistical analysis, notably for managing operations within the framework of the Transparency-One Services, and / or for research and development purposes.

## **6 - Hosting, availability and maintenance**

**6.1** The Services involve the storing of Data mutualized in Transparency-One servers. The storage space available for the storage of Data (and, where relevant, the related fees) is set out in the Registration Form or, if applicable, the Distributor Agreement.

**6.2** The Services are available twenty-four (24) hours a day and seven (7) days a week, subject to (i) periodic or exceptional maintenance and security procedures (scheduled or not scheduled by Transparency-One), (ii) events of force majeure and/or (iii) cases of suspension of the Services as provided below.

**6.3** Transparency-One does not directly provide Subscriber with any technical support as part of the Services, when the Services were purchased under a Distributor Agreement. In such case, Authorized Distributor is solely responsible for the provision of level 1 technical support to Subscriber, including the reception of all Subscriber's inbound requests (telephone, chat, web helpdesk and/or answer center support, logging, categorization, prioritization, tracking). Level 2 technical support is carried out by Transparency-One at Authorized Distributor's request, and to Authorized Distributor, when necessary. In such case, Subscriber shall be informed by Authorized Distributor when the problem is resolved and/or of the receipt of Transparency-One's answer and/or of the necessary time for Transparency-One to resolve the problem. Under no circumstances shall Subscriber directly contact Transparency-One under the Services subscribed through a Distributor Agreement.

**6.4** When the Services were purchased directly to Transparency-One, Subscriber shall promptly designate at least one technical representative (and within the limit of two technical representatives) amongst Authorized Users, who shall be the sole authorized contact(s) of Transparency-One for maintenance matters - sufficiently competent(s), qualified and trained. In such case, Subscriber undertakes to be actively involved and notably to provide Transparency-One with all the information necessary to carry out the technical support. By default, the Subscriber's representative - subscribing online to the Services and designated as such in the Registration Form - is the authorized contact of Transparency-One for maintenance matters.

**6.5** Transparency-One reserves the right to amend and upgrade the Services in the context of the maintenance. Transparency-One may, at its discretion and without liability, interrupt access to the Services or the Solution for maintenance or upgrades purposes. Transparency-One will use its best efforts to inform Subscriber of any interruption which is predicted to last for more than one (1) hour, by placing a notice on the welcome page of the Services prior to such interruption.

## **7 - Confidential Information, use of content and references**

**7.1** The Parties agree the following information is strictly confidential: all pricing information, data, information or knowledge, regardless of its format, its nature (commercial, technical, financial etc.) or its medium, they may receive from the other Party in the context of the Agreement (the "Confidential Information").

**7.2** Each Party agrees that it will neither communicate or disclose to any third party (unless otherwise stipulated or legally required), the other Party's Confidential Information, unless: (i) with the explicit prior consent of the disclosing Party; (ii) the information in question has become public knowledge

through no fault of the receiving Party; (iii) the information in question has been obtained by the receiving Party from a third party free of any obligation of confidentiality; (iv) the information is independently developed by the receiving Party without use of or access to the disclosing Party's information; and/or (v) such disclosure is court-mandated or required to disclose Confidential Information in order to comply with applicable laws or regulations. In such case, the receiving Party shall, to the extent reasonably practicable, seek confidential treatment of the information so disclosed and shall notify in advance and in writing the other Party in order to allow such Party to find any protective means.

**7.3** Subscriber acknowledges that the technical specifications, source code, object code and any other information regarding the Solution and more generally the Services (the "Transparency-One Solution Information") are Confidential Information of Transparency-One. Subscriber undertakes to maintain the confidentiality of the results of any trials carried out on the Services.

**7.4** Each Parties undertake to use the Confidential Information solely for the purposes of executing the Agreement and within the limits permitted by the Agreement, and to protect the Confidential Information of the other Party with the same degree of care as is used with respect to its own Confidential Information.

**7.5** The Parties shall only communicate the Confidential Information of the other Party to the persons with a need-to-know, who agree to be bound by the provisions of the Agreement, and for the exclusive purposes of such Party exercising its rights or performing its obligations under the Agreement.

**7.6** Each Party shall ensure that the aforementioned persons sign a confidentiality agreement including provisions substantially equivalent to those of this article, and shall be responsible for all acts and omissions by such persons.

**7.7** If an unauthorized use or disclosure of Confidential Information occurs, the Party making the unauthorized use or disclosure shall immediately notify the other Party, and shall, at its own expense, take all reasonably necessary steps to recover such Confidential Information and to prevent subsequent unauthorized use or disclosure thereof.

**7.8** The obligations of confidentiality of the present article shall apply retroactively to all Confidential Information disclosed by the Parties prior to the Effective Date, and shall continue (i) with respect to Transparency-One Solution Information, for the entire term of the Agreement and for ten (10) years following its expiration or termination for any reason whatsoever, and (ii) with respect to all other Confidential Information, for the entire term of the Agreement and for three (3) years following its termination or expiration, for any reason whatsoever.

**7.9** Subscriber acknowledges and agrees that the Shared Data may be shared with / made visible to its Trading Partners through Transparency-One Solution, depending on the access rights Subscriber configures using the Solution; it being reminded that by default, the Data of Subscriber is not shared. In such case, Subscriber acknowledges and agrees that its Trading Partners might use Transparency-One Solution to share with their own trading partners all or part of the Shared Data that was made available to them, and under their respective legal and regulatory obligations.

Similarly, Subscriber may gain access to data shared by other subscribers as part of the Services. In such case, Subscriber undertakes to only share with its own Trading Partners and in any event, depending on the access rights set by said subscribers for their trading partners, and in the exclusive context of the use of the Services.

Subscriber and its Trading Partners that exchange or share Data shall maintain the confidentiality of any Confidential Information made available to them and agree to use such Data solely for the purposes for which access was granted to them.

Transparency-One shall not be responsible for any breach related to the confidentiality obligation of Subscriber and/or any Trading Partner and more generally for any use of Data by Subscriber or by any Trading Partner.

**7.10** Subscriber authorizes Transparency-One to quote and/or reproduce, for the purposes of its internal and external communication, on any medium and in any form of its choice, Subscriber's names and logos.

## **8 - Financial conditions**

### **8.1 Services fees**

The Services fees for the initial annual period is defined in the Registration Form, according to the Price Calculation.

The subscription to the Services is firm and Subscriber may no longer modify the Registration Form during the current annual period, (except to update its bank details in case of direct subscription).

If the scope of the Services is extended during an annual period, the regularisation for the remaining period of the current annual period shall be based on the pricing conditions indicated in the Registration Form, or failing this, on the pricing conditions applicable on the date of the additional subscription. In case of renewal of the Services, the extension of the scope will be taken into account for the calculation of the Services fee for the following annual period.

Any reduction of the scope of the Services will not result in a refund of any portion of the Services fees paid by the Partner for the current annual period. However, such reduction will be taken into account for the calculation of the Services fees for the following annual period.

### **8.2 Price revision**

At the end of the initial term, and in the event of renewal of the Services, the Services fees - for identical scope - will be subject to an automatic annual revision, up to a maximum increase of six percent (6%) of the Services fees for the previous annual period.

### **8.3 Specific conditions relating to direct online subscription to the Services**

#### **8.3.1 Invoicing**

Transparency-One invoices are drawn up in the Subscriber's name, and sent to the electronic billing address, according to the information provided in the Registration Form.

#### **8.3.2 Payment terms**

Subscriber's online payment shall be carried out by credit card (among the authorised cards defined in the Registration Form) or by SEPA Direct Debit mandate to be completed online by Subscriber (for EU Subscribers), through the payment service provider chosen by Transparency-One at the Effective Date, i.e. Stripe.

Payment processing by Stripe is certified to comply with the PCI/DSS Level 1 standard developed by the Security Standards Council (SSC), and implements a system to ensure the security of Subscriber's payment data, via the encryption of the data contained in the credit card used for payment; the entry of Subscriber's credit card number as well as its expiry date and its cryptogram being made on a highly secure page at Stripe.

Subscriber is required to provide its bank details. A direct debit authorisation request is sent by Stripe to the issuer of the payment card in order to validate the payment. If such payment is authorised, the bank account corresponding to the aforementioned card is debited up to the total amount of the



Services for the scope and the initial term as subscribed under the Registration Form, or for the renewal term, and - where applicable - for any adjustments in accordance with article 8.1.

Subscription to the Services for the initial term is only considered as accepted by Transparency-One and becomes definitive when the bank payment centre concerned has given its agreement to the payment. In addition, Transparency-One validates the Registration Form as submitted by Subscriber, by means of a confirmation email, which is deemed to be an acknowledgement of receipt of the subscription to the Services.

Thereafter and in case of renewal of the Services, the Services fees will be debited on the anniversary date of the Services, using the same means of payment. Renewal is only considered as accepted by Transparency-One and becomes definitive when the bank payment centre concerned has given its agreement to the payment of the corresponding fees.

If the payment is refused by the relevant bank payment centre, the Registration Form or the renewal of the Services will automatically be refused and Subscriber will be informed by email. In this case, Subscriber will have to resolve the problem with the issuer of his payment card, check and/or update his payment information and make a new subscription attempt.

Once the payment has been accepted, the Services are activated.

Subscriber's payment data recorded by the payment service provider's payment system constitutes proof of the financial transactions carried out by bank card. Transparency-One does not store any card number.

Subscriber acknowledges and agrees that Transparency-One may change payment service provider at anytime and that it shall inform Subscriber of such change by any means.

**8.3.3** Subscriber warrants that (i) it is the holder of the payment card or it is authorised to use the payment service, and in particular, in the case of its representative, to have the legal authority necessary to consent to this Registration Form in the name and on behalf of the entity referred to at the head hereof, (ii) the information provided in the Registration Form, in particular those relating to payment, must be accurate and complete, and regularly updated; and that (iii) it shall not use the payment service, directly or indirectly, for fraudulent or illegal purposes, or in any way that interferes with the normal operation of the payment service. If Transparency-One suspects that Subscriber is using the payment service for unauthorised, fraudulent or illegal purposes, it may share any information relating to this activity with the financial institution concerned and/or any appropriate organisation in accordance with its legal obligations.

Subscriber is solely responsible for the consequences of their incorrect or incomplete nature and in general, the use of the payment service, as Transparency-One has no control over the content of the payment data, and cannot be held liable in this respect.

#### **8.4 Disclaimer**

In any event, Transparency-One will not be liable:

- for any irregular or fraudulent activity or declaration by Subscriber in the context of the use of the payment service;
- for any fraudulent or unauthorized transaction by Subscriber or by a third party without its knowledge in the context of the misappropriation of his payment data, in particular in the case of phishing (theft of an access code to an online bank account, with or without the use of false documents) or a carding operation (for example, theft of a bank card) resulting from organized fraud;

- in the event that the payment service provider and/or a supplier in the payment or electronic payment chain fails, for example, and without limitation, the payment acceptance networks of the GIE Carte Bancaire, ("CB Bank card Group") the servers of the Visa and Mastercard acceptance systems;
- in the event that the Internet hosts of the payment systems are subject to massive fraud or attacks requiring the payment service to be cut off in order to stop a massive and organized attack;
- in the event of a general interruption of Internet communication systems making online payments thus impossible;
- in the case of a unilateral service interruption at the request of the GIE Carte Bancaire, ("CB Bank card Group") Visa or Mastercard;
- in the case of a court-ordered immediate closure of the payment service;
- in the event that the functionalities of the payment service prove to be incompatible with certain equipment and/or functionalities of Subscriber's computer hardware, and/or in general ; and/or
- in any other case relating to the payment service, beyond the control of Transparency-One.

## **9 - Intellectual property rights; rights granted**

**9.1** Transparency-One Solution remains the exclusive property of Transparency-One and/or its licensors. Any licenses and rights are granted by Transparency-One on a personal basis (unless otherwise expressly stated in the Agreement) to the sole Subscriber and as expressly provided in the Agreement, in particular, the scope as defined in the Registration Form, i.e. modules/functionalities, number of Surveys, number of Supplier Sites, and the Documentation, on a non-exclusive, non-transferable basis, for its own professional needs as part of its business activities. Any right not expressly granted by Transparency-One to Subscriber under the Agreement is excluded; the Agreement is not granting any property rights to Subscriber relating to the Services, to the Transparency-One Solution and more broadly to Transparency-One's technology and/or to the intellectual property rights of Transparency-One and/or of its licensors.

**9.2** Subscriber is expressly prohibited from interfering in any way whatsoever with the Services and in particular from using the Services in a non-compliant way with their purposes and/or with the terms and conditions set out in the Agreement and/or the Documentation. In particular, Subscriber shall not: (i) enable a third-party to access and use Transparency-One Solution and/or the Services, and notably to sell, rent, sublicense, make available or otherwise transfer and/or share the rights pertaining to the Solution, whether in whole or in part and by any means whatsoever, except as otherwise stated in the Agreement; and/or (ii) create derivative works based on the Solution; and/or (iii) attempt to gain unauthorized access to the Services or to the associated systems or networks; and/or (iv) reproduce all or part of the Solution; and/or (v) alter or disrupt the integrity or the execution of the Services or the data contained therein; and/or (vi) reverse-engineer the Solution except as otherwise permitted by applicable laws; and/or, (vii) access the Services in order to create or market a product similar to the Solution or a service likely to compete with the Services, or to copy characteristics, functions or graphics elements of the Solution; and/or (viii) use the Services in order to store or transmit any malicious code (in particular any virus) and/or obscene, libellous, or otherwise unlawful or infringing material. In addition, considering the authorized use of the Services by Subscriber, Subscriber shall not send or store data that is not related to its professional activities.

**9.3** Subscriber shall maintain intact the author's right notices and other notice of intellectual property rights displayed in or on the Solution and the Documentation.

**9.4** Intellectual property rights arising from any services carried out by Transparency-One pursuant to the Agreement, including, where relevant, during maintenance and training, are and shall remain the sole and exclusive property of Transparency-One. Subscriber undertakes to communicate and cause its employees and agents to communicate, at Transparency-One's expense, any and all documents which Transparency-One deems reasonably necessary to protect its proprietary rights as set forth in the present article.

**9.5** No license or other right to any trademarks and/or domain names of Transparency-One are granted as part of the Agreement. Such trademarks and domain names are and shall remain the sole and exclusive property of Transparency-One and/or its licensors.

**9.6** The Solution may contain one or more library(ies), file(s) or other (including Third-party software) intended to assist Subscriber in using the Solution. As such, Transparency-One grants to Subscriber, on the basis of the licenses acquired from its licensors, a right of use for such software components, libraries and files included in the Solution provided that Subscriber complies with the terms and conditions of the Agreement, or as the case may be, with all specific terms and conditions related to such components, as defined in the Documentation.

In particular, Subscriber is informed that the Solution uses open source components. Such components and their associated license agreements are defined in the Documentation.

## **10 - Warranties**

Unless otherwise expressly stated in the Agreement, the Solution, and more generally the Services made available to Subscriber under the Agreement are provided "as is" and are used by Subscriber without any warranty of any kind, express or implied, notably with regards to their quality, performances and/or results. To the maximum extent permitted by applicable law, Transparency-One expressly excludes any warranty, representation and other commitments of any kind, express or implied, other than those expressly prescribed by applicable law, including notably warranties of merchantability and fitness for a particular purpose.

## **11 - Limitations on liability**

**11.1** Transparency-One is bound by an obligation of means under the Agreement. Should Transparency-One be held liable, whatever the nature and/or the cause for the action:

- only direct and foreseeable damages may result in compensation;
- any and all indirect material, immaterial, or unforeseeable damages and notably in case of interruption of the functioning of the Solution and/or the Services, operating losses, commercial prejudice, loss of clientele, any commercial disruption, loss of brand image, loss or corruption of data, costs relating to the acquisition or subscription to a third substitute service/solution, suffered by Subscriber, Authorized Users, Trading Partners and/or a third party, shall not under any circumstances result in compensation to Subscriber, even if Transparency-One has been notified of any such damages;
- Transparency-One's aggregate liability - for all types of causes and damages whatsoever and for the term of the Agreement - shall not exceed the amount paid by Subscriber relating to the Services during the twelve (12) months preceding the event that generated the claim.

In any event, Transparency-One will not be liable in case of: (i) unauthorized and/or fraudulent access to the Services; (ii) use by Subscriber and/or Authorized Users of external data processing means other than those made available to Subscriber by Transparency-One; (iii) non-compliance with the recommendations of Transparency-One; (iv) more generally, in the event of non-compliant, wrongful or fraudulent use of the Services; and/or (v) any damaging event over which Transparency-One does

not have control, such as resulting from the connection of the Environment to the Transparency-One Server, the wrongful use and/or re-routing of data, Content, and/or of the Connection Data, the disruption of the telecommunication network, of the Internet and more generally any element which may be attributed to a third party, Subscriber and/or its representatives.

**11.2** The Parties expressly agree that any claims for damages against Transparency-One arising in connection with the Agreement will be time-barred one (1) year after the event that generated the claim.

**11.3** Subscriber acknowledges that the terms and conditions of the Agreement reflect the allocation of risks under the Agreement and the economical balance required by the Parties on the one hand, and that the Agreement would not have been concluded without the limitations of liability as set out in this article on the other hand, and that they shall remain in force even in the event of termination or dissolution of the Agreement. It is expressly agreed that Transparency-One's limitations of liability as stated above include any claim directed against Transparency-One's employees, subcontractors or any other person authorized by or acting on behalf of Transparency-One.

## **12 - Non-infringement warranty**

**12.1** Transparency-One undertakes to ensure, at its own expense, Subscriber's defence against any claim relating to the infringement of an intellectual property right by the Solution under the Agreement, provided that Subscriber: (i) informed Transparency-One in writing of the existence of such allegation as soon as it arises; (ii) has allowed Transparency-One to have the sole direction of the defence and any negotiations for a settlement; (iii) actively collaborates in good faith with Transparency-One, at the request of Transparency-One, for the defence or amicable settlement of the dispute; (iv) used the Services and in particular the Solution in strict compliance with the Agreement, the Documentation and recommendations from Transparency-One.

**12.2** If a claim or potential claim is to be brought against Subscriber as a result of using the Solution or if Transparency-One believes that it may be the case, Subscriber agrees that Transparency-One, at its own choice and at its own expenses, obtains for Subscriber the right to continue to use, or replace or modify the elements in question, so as to remove all grounds for such claims, without substantially altering the functionalities of the Solution. Otherwise, Transparency-One is free to terminate the Agreement and shall refund Subscriber for any amount received by Transparency-One for the remaining contractual period from the effective termination date.

It is specified that Transparency-One shall pay all damages awarded against Subscriber because of an infringement of Transparency-One Solution, once the court decision establishing the damages is final and acquired the effect of *res judicata*, including any fees and expenses of any kind incurred by Subscriber for his defence, including attorneys' fees, within the limits set out in article 11 of the GSTC.

**12.3** In any event, Transparency-One shall not be held liable if the abovementioned claim is based on: (i) any act or omission from Subscriber unauthorized under the Agreement; (ii) the use of the Solution in combination with any other software or technology not provided by Transparency-One; (iii) Third-Party Software (open source components in particular); and/or (iv) the Content.

**12.4** This article states Transparency-One entire liability and Subscriber's sole remedy as to the infringement of third parties' intellectual property rights and/or any other proprietary right within the framework of the Agreement, which Subscriber expressly acknowledges and accepts.

**12.5** Subscriber agrees to indemnify and defend Transparency-One against any third-party claim relating to the use of Data which infringes the intellectual property rights and/or rights relating to the personality of such third party or which constitute an infringement of the Laws and Regulations on

Data Protection. Any amicable settlement related to such claim shall require Transparency-One's consent which shall not be refused without legitimate reason.

### **13 - Term; termination; data recovery**

**13.1** The Agreement comes into force at the Effective Date, for the term and under the conditions of renewal of the Agreement as stated below in case of direct subscription to the Services with Transparency-One, or as stated in the Distributor Agreement.

Thereafter:

- Subscriber shall receive a reminder e-mail from Transparency-One at the address indicated in the Registration Form, fifteen (15) days before the date of the anniversary date of the Services; and
- the Services are tacitly renewed for periods of twelve (12) months and the Services fees shall be due and payable in advance. The Services fees shall be invoiced on each anniversary date, with identical scope (taking into account any extension or reduction during the preceding annual period), subject to the price revision clause in accordance with article 8.2, unless one Party informs the other Party of its intent not to renew the Services prior to the expiration of the then-current annual period, and specified (i) concerning Subscriber, directly online and (ii) concerning Transparency-One, in writing.

**13.2** In the event of a breach by either Party to its contractual obligations under the Agreement, which is not cured within thirty (30) days following the reception of a notice by registered letter with acknowledgment of receipt by the breaching Party, the notifying Party may notify, without advance notice and as of right, by registered letter with acknowledgment of receipt, the termination of the Agreement, without prejudice to any other rights that such Party could be entitled to under the Agreement. Notices of termination shall be deemed received by the other Party at the time of the first presentation of the registered letter with acknowledgment of receipt.

**13.3** At the end of the Agreement, for any reason whatsoever:

- the access to the Services is automatically inactivated and may no longer be used by Subscriber;
- Subscriber shall immediately pay any and all amounts due under the Agreement, without any right to offset or deduction, all the amounts paid to Transparency-One for the Services being not refundable;
- Subscriber shall promptly return to Transparency-One any Confidential Information, and any Connection Data provided under the Agreement.

Notwithstanding the foregoing, in the event the Agreement was terminated by Subscriber due to Transparency-One's material breach of its contractual obligations, Transparency-One shall refund to Subscriber, if applicable, the Services fees paid by Subscriber to Transparency-One for the remaining contractual period from the effective termination date to the end of the initial contractual subscription period.

**13.4** Before the effective termination date, Subscriber is required to recover the Data of Subscriber and other data accessible and visible by Subscriber through the Solution's functionalities, or to request from Transparency-One the recovery of a copy of such data's last performed backup. The data recovery shall be made in the standard format on the market of Transparency-One's choice, and depending on

Subscriber's Data volume - by downloading or on any other medium, which shall then be billable as part of an additional service by Transparency- One.

Upon Subscriber's written notice within thirty (30) days before the effective termination or expiration date of the Agreement, Transparency-One may provide Subscriber with a commercial proposal in order to assist Subscriber in the recovery of its Data, under specific conditions defined between the Parties.

**13.5** After such thirty (30)-day period, Transparency-One shall have no obligation to store or to provide Data and shall thereafter delete or destroy all copies of such Data stored in Transparency-One Server or otherwise in Transparency-One's possession or control as provided in the Documentation, unless otherwise required by law.

**13.6** Articles 7, 9, 10, 11, 12, 13, 15, 17, 18 and 19 of these GSTC and any other provisions or terms of the Agreement and all the provisions which should survive the expiration or termination of the Agreement by nature, shall remain applicable, for the term necessary to give them full force.

#### **14 - Force Majeure**

**14.1** Neither Party shall have any liability for any failure or delay in performing any obligation under the Agreement, when such failure or delay is the exclusive result of the occurrence of a case of force majeure as defined in article 1218 of the French Code civil and, by express agreement, in case of interruption of transportation facilities, of total or partial interruption or blockage of communication telecommunication or postal services, or in case of court-ordered liquidation of a supplier or subcontractor of Transparency-One, or of total or partial strikes ( hereinafter "Case of Force Majeure").

**14.2** As soon as one Party has knowledge of the occurrence of a Case of Force Majeure, it shall notify the other Party in writing, it shall state the circumstances and information related to the Case of Force Majeure, and it shall take every measure reasonably necessary to limits its impact. The occurrence of a Case of Force Majeure shall first suspend, as of right, the execution of the Agreement, excluding Subscriber's payment obligation which remains fully applicable. As soon as the impediment due to the Case of Force Majeure stops, the said obligations shall continue for the rest of the term of the Agreement extended by the duration of suspension. However, if the Case of Force Majeure event prevented the execution of the Agreement for longer than sixty (60) days, either Party may terminate the Agreement without giving prior notice and without liability, in accordance with article 13.2. If the impediment is permanent, the Agreement shall be terminated as of right and the Parties shall be released from their obligations, pursuant to articles 1351 and 1351-1 of the French Code civil.

#### **15 - Compliance with laws and regulations**

Each Party undertakes to comply with all applicable laws and regulations relating to their activities and the performance of the Agreement, in particular those relating to the environment, security, labour law and Personal Data.

#### **16 - Assignment, Subcontracting**

Subscriber shall not assign, sublicense or otherwise transfer to a third-party any of its rights and obligations under the Agreement, in whole or in part, either against payment or free of charge, without the prior written consent of Transparency-One.

Transparency-One is expressly authorized by Subscriber to assign or otherwise transfer its rights and obligations under the Agreement to any third party, without formalities; Transparency-One being then no longer liable to Subscriber under the Agreement, at the date of written notification of the

considered operation to Subscriber, and will not be held jointly or severally liable for the execution of the Agreement by the assignee or transferee.

In addition and subject to the terms and conditions relating to the Personal Data as described in exhibit 1 of the GSTC, Subscriber expressly authorizes Transparency-One to subcontract any of its rights and obligations under the Agreement, it being specified that Transparency-One shall be then solely responsible towards Subscriber, of all the obligations resulting from the Agreement and of the respect by such third party of its obligations as a processor under the GDPR.

## **17 - General provisions**

**17.1 Relations between the Parties.** The Parties acknowledge and agree they are independent contractors, both legally and financially, and that in no event shall the Agreement be considered to establish any mandate, franchise or any type of legal entity.

**17.2 Language.** The Agreement is written in English. In case of any translation thereof, only the English version shall have contractual value. Moreover, and except as otherwise expressly agreed, all communications between the Parties relating to the execution of the Agreement shall be made in English.

**17.3 Non-waiver.** The failure of either Party to invoke or belatedly invoke a breach by the other Party of any of its obligations under the Agreement shall not be construed as a waiver by such Party to exercise its rights for the breach in question or for any other breach. No waiver shall be effective unless made in writing and signed by a duly authorized representative of each Party.

**17.4 Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable, as a result of any statutory or regulatory provision or after the decision of a competent court which has become final, the other stipulations of the Agreement shall not be affected and shall continue in full force and effect, unless the purpose of the Agreement is consequently affected. The Parties shall negotiate to amend or replace such provision by a provision that reflects as closely as possible what was agreed between the Parties, provided that such replacement provision is legally enforceable.

**17.5 Notices.** Unless otherwise expressly stated in the GSTC, all notices pertaining to the Agreement shall be sent by email to the address mentioned for each Party in the Registration Form. Each Party may add, delete or change the name of its representative or the address to which the notifications shall be sent to, at all times, by email to the other Party.

**17.6 Exclusion of unforeseeability.** The Parties declare measuring and accepting the inherent risks of the execution of the Agreement. By express agreement, the Parties hereby waive application of the provisions of article 1195 of the French Code civil.

**17.7 Proof.** Acceptance of the Agreement by electronic means shall have the same probative value between the Parties as a paper-based agreement. The digitized records of the Parties stored in the Parties' data processing systems shall be kept in reasonable conditions of security, stored on reliable and durable carriers and shall be admitted as proof.

## **18 - Entire agreement - amendment**

**18.1** Subscriber expressly agrees that Transparency-One shall have the right to amend these GSTC at any time. Should Transparency-One amend these GSTC, Transparency-One (i) will expressly inform Subscriber's representative of such changes by email to the address mentioned in the Registration Form; and/or (ii) shall post a notice on the welcome page of the Services indicating that the GSTC have been amended with a link to a description of the amendments. For a period of thirty (30) days after the amended GSTC are posted, the terms and conditions of the Agreement applicable prior to such notice shall continue to apply. Subscriber's use of the Services after this period shall constitute

Subscriber's acceptance of and agreement to be bound by the amended terms and conditions of the Agreement.

**18.2** The Agreement constitutes the complete and entire agreement between the Parties. It cancels and replaces all prior or simultaneous agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. Unless otherwise stated in article 18.1, any change to the Agreement is subject to an amendment signed by a duly authorized representative of each Party.

## **19 - Governing law; jurisdiction**

**19.1** The Agreement shall be governed by and construed in accordance with French Law, without regard to any principles of conflict of law.

**19.2** Except where a breach of the defaulting Party makes the contractual relation impossible to maintain, the Parties will try to reach an out-of-court settlement for any dispute arising out of or relating to the interpretation, the enforcement or the termination of the Agreement. In the event that the Parties cannot reach an amicable solution within fifteen (15) Business Days as from the delivery of the corresponding notice by a Party to the other Party, the Parties irrevocably agree that the commercial Court of Paris shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter, except for any dispute regarding intellectual property rights, which shall be submitted to the exclusive jurisdiction of the "Tribunal Judiciaire" of Paris, notwithstanding the plurality of defendants, claim against guarantor, summary or conservatory proceedings.



**EXHIBIT 1**  
**PERSONAL DATA PROCESSING**

The purpose of this exhibit is to define the terms and conditions under which Transparency-One shall, in its quality of Data Processor as defined hereafter, carry out the processing of Personal Data on behalf of Subscriber and under its documented instructions, while providing the Services.

**1. Definitions**

For the purposes of the present exhibit, and notwithstanding any other definition provided under the Agreement, the following terms, wherever used herein, have the following meaning, irrespective of whether they are in the singular or in the plural:

**Data Controller:** any entity determining the purposes and the means of Processing. For the purposes of the Agreement and regarding Transparency-One, Subscriber acts as Data Controller of the Processing under the Agreement.

**Data Processor:** an entity processing Personal Data on behalf, under the instructions, and under the authority of the Data Controller. For the purposes of the Agreement, and regarding Subscriber, Transparency-One acts as Data Processor.

**Data Subject:** an identified or identifiable natural person whose Personal Data are subject to Processing. Is deemed an “identifiable natural person” any natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

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

**2. Description of the Processing**

Transparency-One is authorized, on behalf of Subscriber and under its documented instructions, to process the Personal Data necessary for the performance of the Services as defined under the Agreement.

By default, the performance of the purpose of the Agreement as well as the use of the Services and of its functionalities constitute the documented instructions by Subscriber.

Any additional instruction concerning the Processing by Transparency-One shall be given by Subscriber in written form.

Subscriber’s documented additional instructions shall be at Subscriber’s expense and shall be processed subject to their technical and organizational feasibility and unless otherwise expressly stated in the Agreement.

**3. Fate of Personal Data**

At the end of the Agreement for any reason whatsoever and upon Subscriber’s written request, Transparency-One shall return and/or destroy the Personal Data entrusted by Subscriber under the performance of the Services, subject to Transparency-One’s applicable legal obligations.

#### **4. Obligations of Transparency-One with regards to Subscriber**

Transparency-One shall:

- process the Personal Data solely for the purposes object of the Processing;
- process the Personal Data in accordance with the documented instructions from Subscriber as defined in the present exhibit, and for the term of the Agreement subject to applicable law. If Transparency-One considers that a documented instruction infringes the Laws and Regulations on Data Protection, Transparency-One shall inform Subscriber without delay. In addition, if Transparency-One is required, by European Union law or by the applicable Member State law, to transfer Personal Data to a third country or an international organization, Transparency-One shall inform Subscriber before the Processing unless prohibited by law on important grounds of public interest;
- ensure the confidentiality of Personal Data entrusted within the framework of the Agreement;
- ensure that the persons authorized to process Personal Data under the Agreement:
  - covenant to respect the confidentiality or are subject to the appropriate legal obligation of confidentiality
  - receive the appropriate training relating to Personal Data management
- take into consideration, in terms of its tools, products, applications or services, the principles of data protection by design and by default;
- maintain, in writing, a record containing all categories of Processing carried out on behalf of Subscriber.

#### **5. Sub-processing**

Subscriber authorizes Transparency-One to engage another data processor (hereinafter the “sub-processors”) to carry out specific Processing activities. The list of Transparency-One’s sub-processors shall be provided at Subscriber’s written request.

Transparency-One shall inform Subscriber of any considered hiring or replacement of sub-processors within the best delays.

From the reception of this information, Subscriber shall have ten (10) Business Days to object in writing. Subscriber acknowledges and agrees that the absence of objection within such period shall be equivalent to Subscriber’s acceptance of the concerned sub-processor. In case of objection, Transparency-One shall have the possibility to answer to Subscriber in order to bring elements susceptible to overcome Subscriber’s objections. Should Subscriber maintain its objections, the Parties shall discuss such concerns in good faith regarding the continuation of their business relationship.

In any event, Transparency-One shall be liable for the acts and omissions of its sub-processors under the Agreement.

#### **6. Notification of Personal Data Breach**

Transparency-One shall notify Subscriber of any Personal Data Breach under the Agreement within the best delays after having become aware of it, via email to Subscriber’s DPO or, failing that, to the primary contact designated by Subscriber.

Said notification shall be sent along with any necessary documentation to enable Subscriber, where necessary, to notify such Personal Data Breach to the competent supervisory authority or to the Data Subjects if necessary.

#### **7. Exercise of Data Subjects’ rights**

In so far as this is possible and taking into account the nature of the processing, Transparency-One shall assist Subscriber by appropriate technical and organisational measures for the fulfilment of the controller's obligation to respond to requests for exercising the Data Subject's rights.

Where the Data Subjects submit requests to Transparency-One to exercise their rights, Transparency-

One shall forward these requests as soon as they are received by email to Subscriber's DPO, or failing that, to the primary contact designated by Subscriber.

#### **8. Security measures**

Transparency-One shall implement and maintain the appropriate technical and organisational measures, taking into account the state of knowledge, the costs of implementation, the nature, scope, the context and the purposes of the Processing as well as the risks, which the degree of probability and gravity varies, for the rights and freedoms of natural persons, to ensure a level of security appropriate to the risk.

Transparency-One shall notably implement the means enabling to guarantee the constant confidentiality, integrity, availability and resilience of the services of Processing under the Agreement.

#### **9. Privacy impact assessment**

In accordance with the GDPR and in so far as this is possible and taking into account the nature of the processing, Transparency-One shall assist Subscriber for performing data protection impact analysis under the Services.

Thus, if Subscriber so requests in writing, and subject to a notice period of ten (10) working days, Transparency-One undertakes to communicate to Subscriber all relevant documentation in its possession to enable it to carry out its impact analysis.

In order to remove any ambiguity, it is reminded that Transparency-One is not responsible for carrying out and/or updating Subscriber's impact analysis.

#### **10. Personal Data transfer outside the European Economic Area subject to appropriate safeguards**

Subscriber authorizes Transparency-One to export Personal Data to countries outside of the European Union provided that such transfers comply with an appropriate legal framework. As such, and in the event that the transfer of data outside of the European Union has to be governed by the standard contractual clauses adopted by the European Commission in its decision of February 5, 2010, Subscriber expressly mandates Transparency-One to sign such standard contractual clauses on its behalf.

#### **11. Compliance; audit**

Within the limit of one audit per annual period and upon a notice period of fifteen (15) Business Days - subject to having previously requested in writing, from Transparency-One, information related to Transparency-One's compliance of its obligations as a processor and if the answers are not considered satisfactory by Subscriber (except in case of imminent risk relating to Personal Data's security) - Subscriber may notify Transparency-One, by registered letter with acknowledgment of receipt, the request for an on-site compliance audit for the Processing under the Agreement, duly justified and in which Subscriber appoints the designated auditor, the date, the number of hours or days that will be required to carry out the audit, the site on which the audit will take place and the scope of intervention of such auditor. For the sake of clarity, the scope of the on-site audit shall be strictly limited to Transparency-One's processes operating the Services as processor of the Personal Data entrusted by Subscriber under the Agreement.

The designated auditor shall be an independent auditor, be professionally acknowledged in his field, and shall not be a competitor of Transparency-One. The auditor shall imperatively sign a written non-disclosure agreement before starting the audit.

The designated auditor shall not interfere with Transparency-One's activities when carrying out its audit, which may only be conducted during Transparency-One's opening hours. Transparency-One shall assist the auditor within the limit of two (2) man/days.

Subscriber shall bear all audit costs, including but not limited to auditor's fees, and shall reimburse Transparency-One the costs and expenses related to the audit, including the costs and expenses

related to the time spent by Transparency-One's personnel on the audit exceeding the abovementioned two (2) man/days limit, based on the average man/days' rate of Transparency-One personnel involved in the audit.

Subscriber undertakes to communicate the results of the audit to Transparency-One, and if it is found that Transparency-One is not in compliance with its obligations under the laws and regulations on the protection of Personal Data, GDPR in particular, Transparency-One shall take all necessary measures to remedy this situation and shall inform Subscriber of the measures taken in this regard. The Parties acknowledge that any and all reports and information resulting from such audit are confidential information.

**EXHIBIT 2**  
**Privacy policy**

**Processing of Authorized Users's Personal Data when Transparency-One is acting as a controller**

The purpose of this exhibit is to define the terms and conditions under which Transparency-One (or "we" for the purpose of this exhibit) shall, in its quality of Data Controller as defined hereafter, carry out the processing of Personal Data of Authorized Users (or "you" for the purpose of this exhibit) for the purposes of creating and managing their accounts.

Transparency-One reserves the right to complete and/or amend this exhibit, even after acceptance of the GSTC, in particular in order to take into account any modification of the Processing described in the exhibit and/or to ensure the compliance of this information notice with any modification of the Laws and Regulations on Data Protection. Transparency-One will inform Authorized Users of any such changes by any means of its choice.

### **1. Definitions**

For the purposes of the present exhibit, and notwithstanding any other definition provided under the Agreement, the following terms, wherever used herein, have the following meaning, irrespective of whether they are in the singular or in the plural:

**Data Controller:** any entity determining the purposes and the means of Processing. For the purposes of the creation and the management of Authorized Users' accounts, Transparency-One acts as Data Controller.

**Data Subject:** an identified or identifiable natural person whose Personal Data are subject to Processing. Is deemed an "identifiable natural person" any natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

### **2. Principles**

Transparency-One undertakes to comply with the Laws and Regulations on Data Protection every time it processes Personal Data. More specifically, Transparency-One undertakes to respect the following principles:

- **Lawfulness, fairness, transparency:** your Personal Data is processed in a lawful, fair and transparent manner;
- **Purpose limitation:** your Personal Data is collected for specified, explicit and legitimate purposes, and is not further processed in a manner incompatible with those purposes;
- **data minimisation:** your Personal Data are kept in an adequate, relevant and appropriate manner and are limited to what is necessary for the purposes for which they are processed;
- **accuracy:** your Personal Data are accurate, kept up to date and all reasonable steps are taken to ensure that data which are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.

### 3. Recipients of the Personal Data

Personal Data are only accessible to authorized personnel and when strictly necessary.

Furthermore, depending on the processing operations concerned and exclusively in order to achieve the purposes presented hereafter, Personal Data may be communicated and/or shared with:

- subcontractors (service providers) and partners of Transparency-One. Transparency-One requires its service providers and partners to implement strict confidentiality and data protection measures for these data;
- Legal authorities, if required by law or a regulation.

### 4. Collection of Personal Data

#### Categories of Personal Data

In accordance with the principle of minimisation set out in the GDPR, we collect and process only the Personal Data strictly necessary to achieve the purposes set out hereafter.

In particular, the following categories of personal data may be processed: name, first name, address, email, navigation data.

#### Source of data

We collect Personal Data when:

- you create your account
- you respond to surveys online
- (and if) you update your personal information

### 5. Purpose of the processing

Personal Data are processed for specified, explicit and legitimate purposes. Depending on the case, Personal Data may be used for the purposes of:

- Creating your account;
- Managing the account;
- Making your navigation on the Solution possible, efficient and secure.

We may also use your Personal Data for administrative purposes or for any other purpose imposed by applicable law and regulation.

### 6. Legal basis

The processing of your Personal Data is justified on different grounds (legal basis) depending on the use we make of the Personal Data (relevant purpose).

The legal bases for our main processing operations are as follows:

- **Consent:** we obtained your prior express consent;
- **Legitimate interest:** the processing is in our legitimate interests (notably to protect ourselves against fraud or ensure the security of the networks and data), provided your interests or fundamental rights and freedoms are not overridden.
- **legal or regulatory provisions:** the processing of your Personal Data is made compulsory by a legal or regulatory provision.

### 7.Storage of your Personal Data

Your Personal Data is stored either in Transparency-One's databases or in those of its subcontractors and/or partners, in accordance with the legal provisions, for no longer than is necessary for the purposes for which the Personal Data are processed.

### **8. Transfers of your Personal Data outside the European Union**

Transparency-One may transfer your Personal Data to countries outside of the European Economic Area. In this case, Transparency-One shall take the necessary measures to supervise such transfer, in accordance with the GDPR.

#### **Your rights**

Under certain circumstances, you are entitled to:

- **request access** to your personal information. This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it;
- **request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected;
- **request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below);
- **object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes;
- **request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it;
- **request the transfer** of your personal information to another party. The exercise of that right allows you to receive the Personal Data about you we process, in a structured, commonly used and machine-readable format and to transfer it to another data controller without us obstructing it. You can also ask us to transfer your Personal Data directly to another data controller when technically possible.

In addition, when the Personal Data's collection, processing and/or transfer is based on your consent, you have the right to withdraw such consent at any time for this specific processing.

#### **Inquiries**

If you wish to examine, verify, rectify or request erasure of your Personal Data, object to processing, withdraw your consent or ask we provide a copy of your Personal Data to you or another data controller, you must provide us with (i) a signed inquiry; (ii) a copy of your identity papers containing your signature; and (iii) the address to which Transparency-One shall provide its answer to, to the following address: [hello@transparency-one.com](mailto:hello@transparency-one.com). The processing of such inquiry shall be carried out as promptly as time permits and, in any event, no later than within the maximum period of time permitted by applicable laws and regulations.

In addition, should you consider we do not fulfil our Personal Data legal and regulatory obligations, you also have the right to appeal to the Commission Nationale de l'Informatique et des Libertés.

#### **Cookies used by Transparency-One**

During your navigation on the Transparency-One Solution, some information may be recorded in files called “cookies” (hereafter referred as “Cookies”). The following terms allow an understanding of what is a Cookie, what is its purpose and how we can set it up.

A Cookie is a small file - a sequence of information - placed on your computer, or other device used to access the Transparency-One Solution. This data can only be read by its issuer. It allows identification of your terminal in which it has been registered for a limited time- The lifetime of cookies does not exceed 13 months.

Transparency-One uses the following cookie XSRF-TOKEN; ApplicationGatewayAffnityCore; ApplicationGatewayAfinity; to enable and facilitate a secure access to the Transparency-One Solution. By pursuing your navigation on the Transparency-One Solution, you accept the storage of Cookies on your terminal. You may configure your web browser by taking into account the Cookies’ stocked. If your web browser is set to refuse cookies from the Transparency-One Solution, it may alter your experience of the Transparency-One Solution.

### **Cookies used by third parties**

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