



General conditions of sale of the ViMeet platform

#ARTICLE 1 - PREAMBLE

The Service offered by PROXIMUM SARL is designed to meet the requirements of the widest range of Customers.

Therefore, it is the sole responsibility of the Customer to establish the specifications or an expression of requirements. Such a document may only be taken into consideration after it is validated expressly by PROXIMUM SARL before the signature of this document and shall be included in the appendix of this document. Failing this, the document shall not be considered non-existent.

Similarly, it is the responsibility of the Customer to ensure the suitability of the service as regards its own requirements, particularly based on the information provided in the documents and/or commercial proposal submitted to it, which it acknowledges being aware of.

In the event that it has not contacted PROXIMUM SARL to request additional information and/or to attend an additional demonstration of the Service prior to the signature of this document, the Customer acknowledges having been sufficiently informed.

These general conditions, prepared in accordance with Article L 441-6 of the French Commercial Code, are rightfully applicable to the sale carried out directly by PROXIMUM SARL or its subsidiaries to the CUSTOMER.

They shall prevail over any purchase condition to the contrary.

PROXIMUM SARL reserves the right to modify its general conditions of sale and its public tariffs at any moment.

This modification shall enter into force one month after the publication of the new provisions.

Any order accepted by the commercial department of PROXIMUM SARL is immediately considered fixed and definitive.

However, PROXIMUM SARL reserves the right to subject the execution of the orders to prior payment guarantees.

The act of placing an order implies the complete and entire acceptance of the CUSTOMER to these general conditions, as well as the compliance with the obligations resulting from the Intellectual Property Code under French law.

These General conditions of sale of the VIMEET platform are an integral part of the general conditions of use of the said platform which all Customers-Users of VIMEET acknowledge being aware of and undertake to comply with, as well as the provisions set out in the confidentiality policy of PROXIMUM SARL and the conditions of the SLA.

#ARTICLE 2 - DEFINITIONS

For the execution of this document, the following terms must be understood within the meaning defined below:

#Agreement:

refers to this document consisting of several parts and several documents, i.e. the “description of functionalities” part, the “Purchase order” part, and the “VIMEET general conditions of sale” part, and lastly the “VIMEET General Conditions of Use” part. All the details and additional information contributed by PROXIMUM SARL for the purposes of this Agreement and made aware to the Customer through any means, except if they are expressly contradicted by it before the signature of the Agreement, shall be considered as accepted by the Customer and shall constitute an integral part of the Agreement.

#Documentation:



General conditions of sale of the ViMeet platform

refers to the information provided by PROXIMUM SARL in the form of user documentation which may be provided with the Service and/or exist in the form of online assistance.

#Customer data:

refers to the information (including professional data which may be considered personal within the meaning of the CNIL) which is the property of the Customer, which the latter enters, provides, or communicates as part of using the Service.

#Non-sensitive Personal Professional Data:

refers to the customer data which the customer itself has voluntary and under its entire responsibility as regards the authenticity, topicality, lawfulness, and legality of the information which it has provided on the VIMEET site - whether this data concern the customer personally or whether it has provided data concerning third parties, in order to obtain the service ordered from PROXIMUM SARL.

#Portal:

refers to the web services portal which PROXIMUM SARL provides to its customers. The Portal can be accessed at the address <https://vimeet.events> or any other website address communicated by PROXIMUM SARL.

#User workstation:

refers to the equipment and computer devices of the Customer which allows them to access the Service. The User Workstation must be compliant with the Technical Pre-requisites.

#Implementation services:

refers to the implementation services concerning the Service (analysis, configuration, training) offered by PROXIMUM SARL and subscribed to by the Customer within the context of the Agreement.

#Service:

refers to the access and use of the standard online application functionalities. The Service is intended for professional use.

#Users:

refers to the Customer and/or its personnel authorised to access or who can access the Service for professional use.

These definitions are marked with capitals and are used in both, the singular and plural forms.

#ARTICLE 3 - ACCEPTANCE

The Customer is considered to be aware of the Agreement and having duly accepted the same. Any modification or alteration made to the pre-printed part of this document must be mandatorily confirmed in writing by PROXIMUM SARL. Failing this, the modification or alteration is considered null and void. The acceptance of the Agreement by the Parties through digital channels shall have the same probative value as the agreement on paper. The registers which are digitised and stored in computer systems shall be retained in reasonably secure conditions and considered as proof of the communications that have taken place between the Parties. The contractual documents are archived on a reliable and sustainable support which can be produced as proof.

#ARTICLE 4 - PURPOSE

PROXIMUM SARL offers the CUSTOMER the option of accessing its VIMEET platform using the internet which allows organising the management of events and professional trade shows which PROXIMUM SARL organises to establish B-to-B relations between Customers who are users of VIMEET.

The VIMEET platform has the following functionalities:

- Creating online registration forms for our various events
- Online store which allows the participants to choose their plan and pay online
- Event administration module for the organiser
- Data import and export module (list of participants, orders, invoicing, conference registrations, meeting requests and meetings organised, etc.)
- Search engine that allows establishing relations between the participants



General conditions of sale of the ViMeet platform

PROXIMUM

- Algorithm for scheduling meetings between the participants
- Management of the event program and conferences
- Management of the participants' agenda
- Online invoicing for the participants
- Mailing tool for automatic notifications and reminder emails for the participants
- SMS mailing tool for automatic notifications concerning modifications to the agenda during the event

PROXIMUM SARL undertakes to provide the Client with the Service and the Implementation Services as per the general conditions defined below.

#PROVISIONS CONCERNING THE SERVICE

#ARTICLE 5 - RIGHT OF ACCESS TO THE SERVICE

PROXIMUM SARL grants the Customer a right of access to the Service which is limited to the elements stated in the purchase order. This right of access to the Service is granted exclusively for the professional requirements of the Customer.

The data concerning the CUSTOMER's organisation (hereinafter referred to as the "Information") may be integrated by the CUSTOMER in the Service. The Information remains the exclusive property of the CUSTOMER.

The commercial Personal data entered by the Customer to open its account in the VIMEET platform is:

- TRADE NAME > EXEMPL'AIR
- CORPORATE FORM > SAS (simplified joint stock company under French law)
- TCR > NANTERRE
- SIREN no > 999 999 999
- HEAD OFFICE > 17, rue démo 75015 PARIS
- COUNTRY > France
- INTRACOMMUNITY VAT no > FR999999999999
- TELEPHONE > +33 (0)9 99 99 99 99
- E-MAIL > contact@exemplair.com
- PROCESSING MANAGER WITHIN THE COMPANY > JEAN DUPONT
- LEGAL MANAGER > PAUL COIFFE

** the commercial personal data entered in the tables above is fictitious and given as an example*

The Customer is considered as solely liable for the processing of the Personal Data collected within the context of execution of the Agreement.

However, the Customer is duly informed and expressly accepts that its Information, particularly concerning this agreement, and necessary for the execution of the service by the service provider may be consulted by any employee of PROXIMUM SARL, who is authorised for the same, for the correct administration of its dossier.

PROXIMUM SARL owns all the applicable intellectual property rights concerning the Service. Therefore, this Contract does not grant the Customer any property right concerning the Service, its technology, or the intellectual property rights held by PROXIMUM SARL.

It is prohibited for the Customer to cause harm in any manner whatsoever to the Service, and particularly to use the Service in a manner that is non-compliant with its intended purpose and as per the conditions stated in the Agreement. Consequently, the Customer shall particularly refrain from reverse-engineering the Service in order to create a competitor product or service and/or to copy or reproduce any functionalities, functions, or graphical attributes of the Service.



General conditions of sale of the ViMeet platform

The Customer:

- Guarantees compliance with this Agreement by the Users;
- Assumes entire responsibility concerning the accuracy, integrity, and legality of the Non-sensitive Personal Professional Data called "Customer Data" communicated to PROXIMUM SARL within the context of the Service in accordance with the European Regulation 2016/679 dated 27 April 2016 concerning the protection of physical persons as regards processing of personal data and free circulation of this data (the "GDPR").
- In particular, considering the authorised use of the Service by the Customer, the latter shall refrain from sending or storing non-professional data and generally any data that is illegal, obscene, defamatory, illegal, or in violation of the rights of a third party, the protection of minors, or private life;
- In the event that the Customer enters non-sensitive personal professional data concerning third parties, it shall ensure that PROXIMUM SARL is in a position where, in its capacity of sub-contractor, PROXIMUM shall have to process user data - on behalf of its own customer - for which it shall have no method of verification or inspection since the data shall have been entered under the sole responsibility of its customer.

Consequently, the customer, in its capacity of processing manager within the meaning of the European Regulation GDPR, must guarantee its GDPR compliance as regards its sub-contractor PROXIMUM SARL, and shall replace and protect the latter in case of any complaint which may be raised against it as soon as the blame may be attributed to the processing manager with regard to the origin, lawfulness, and legality of the user data entered by the Customer on the VIMEET platform:

- Undertakes to not distribute the Service, use it for commercial purposes, provide it to third parties or lease it unless stipulated otherwise in the Agreement;
- Undertakes to not change or affect the integrity or execution of the Service or the data published and/or belonging to PROXIMUM SARL contained therein;
- To not attempt to obtain unauthorised access to the Service or the systems or networks associated with it.

#ARTICLE 6 - TERMS OF EXECUTION OF THE SERVICE

#6.1.

PROXIMUM SARL undertakes to provide the Service in accordance with the provisions of the corresponding agreement, which particularly specifies the contents, limitations, duration, associated procedures, and terms of implementation of the updates.

#6.2.

The Service shall be used by the Customer under its own controls, directions, and entire responsibility. Therefore, the following falls under the responsibility of the Customer:

- The implementation of any procedures and measures used which are intended to protect its equipment, integrated suites, software, passwords, against viruses and intrusions;
- The compliance with the technical pre-requisites (present and future) to avoid the damaging consequences such as slow-downs, blockages, and data alterations;
- The choice of supplier for telecommunications access or support, since the Customer must take responsibility for the administrative requests and take out the necessary subscriptions for which it shall bear the costs;
- The appointment, from among its personnel, of a preferred point of contact for PROXIMUM SARL acting in the capacity of administrator, for the Customer, the Service, and particularly as regards the security aspects;
- The use of identifiers and access codes which are provided by PROXIMUM SARL during the execution of the Service. It shall ensure that no persons who are not authorised by it have access to the Service;



PROXIMUM

General conditions of sale of the ViMeet platform

- The errors committed by its personnel when using the Service and the procedures which allow logging-on to the Service particularly concerning the means of accessing and browsing the internet.

PROXIMUM SARL shall not be held liable for the nature or content of the information, or the Customer data and the resulting use of the same. Similarly, PROXIMUM SARL shall not be held liable for the quality and digital transmission of the data when it is transmitted using telecommunications networks and generally the quality and reliability of the telecommunications connections between the Customer work stations and the point of access of the Service.

#6.3. The following is excluded from the Service:

- The works and interventions concerning the installation and correct functioning of the User Workstation and infrastructure of the Customer (telecommunications, networks, security equipment) which allow the Customers to access and use the Service;
- The resolution of the problems caused by an error or incorrect use by the Users;
- The Implementation Services.

#6.4.

PROXIMUM SARL guarantees the compliance of each Service with its Documentation. This compliance guarantee shall not include a guarantee of compliance with the specific requirements of a Customer or User, in consideration of the local standards, practices, or regulations. It is the responsibility of the Customer or a third party appointed by the Customer for this purpose to ensure the appropriateness of the Service as regards its requirements and compliance with the standards, practices, and regulations applicable on the territory where the Service is used.

#6.5.

The Parties have agreed that PROXIMUM SARL shall remain, under all circumstances, free to determine its industrialisation policy. Therefore, PROXIMUM SARL may, without constraints, design, organise, and dimension the Service, modify it and develop it as required with the partners and suppliers of its choice without prior written approval from the Customer.

#ARTICLE 7 - NON-SENSITIVE PERSONAL PROFESSIONAL DATA OF THE CUSTOMER

The Parties undertake to comply, under all circumstances, with the provisions of the European Regulation concerning data protection (RGPD/GDPR), and also the legislation concerning protection of personal data drafted by the National Data Protection Authority of their respective nations, and also the French law called "Computers and Liberties", amended, concerning computers, files, and liberties, such as they exist today and such as they may be amended, and any other rule, law, recommendation, or regulation from any competent European supervisory authority.

#7.1. LOCATION OF CUSTOMER DATA

The Customer Data is located in one or more sites situated in France unless stipulated otherwise in the agreement.

When the Customer Data is located in France, PROXIMUM SARL undertakes to not transfer the sites where the Customer Data is located outside France without prior approval from the Customer, who in this case, shall authorise PROXIMUM SARL to carry out the said transfers by signing the standard contractual clauses such as imposed by the CNIL.

#7.2. NON-UTILISATION OF CUSTOMER DATA

Other than the use stated in Article 7.3, the Customer shall remain the proprietor of the Customer Data.

#7.2.1



General conditions of sale of the ViMeet platform

PROXIMUM SARL thus undertakes to carefully and confidentially process the Customer's non-sensitive personal professional data such as stated in Article 5 of this agreement and which was given in a voluntary, informed, and express manner in accordance with the terms hereof.

PROXIMUM SARL undertakes to take safety measures in accordance with the standard professional practices to ensure the security of the Customer Data such that it cannot be distorted, damaged, or communicated to unauthorised third parties due to it.

Within the context of its obligations, PROXIMUM SARL declares that it relies on the services of an external Data Protection Officer.

#7.2.2 Guarantees for commercial personal data of the Customer - Subcontracting authorised by the Customer by signature of this Agreement

PROXIMUM SARL declares that it has presented sufficient guarantees to ensure the implementation of security and confidentiality measures, and in this regard, having taken all useful precautions concerning the nature of the Personal Data and the risks presented by the processing, to ensure the security of the Personal Data and particularly preventing it from getting distorted, damaged, or being accessed by unauthorised third parties.

Moreover, PROXIMUM SARL confirms to its Customer that all its salaried employees are duly informed about their GDPR compliance obligation and the obligation to strictly follow the same under penalty of sanctions such as stipulated in its internal regulations and the relevant workplace legislation.

Your Personal Information is received only by PROXIMUM SARL. This Personal Information, regardless of whether it is individual or collective, is never communicated to a third party, except to sub-contractors which PROXIMUM SARL may rely on. Neither PROXIMUM SARL, nor any of its sub-contractors shall make commercial use of personal data of the visitors and users of its site.

This agreement may not be sub-contracted by PROXIMUM SARL unless expressly stipulated otherwise by the Customer.

Consequently, by signing this agreement, the Customer authorises the sub-contracting within the PROXIMUM SARL group. To this end, PROXIMUM SARL informs its Customer that it may only transfer all or Part of its rights and obligations within the context of the Agreement or sub-contract all or part of it, to any third parties, after having obtained written approval from the Customer beforehand. In the event of authorised transfer, PROXIMUM SARL shall remain the joint guarantor of its transferee for the term of the agreement. PROXIMUM SARL may partially sub-contract the services covered under this Agreement.

PROXIMUM SARL undertakes to comply with the law dated 31 December 1975 concerning the sub-contracting and shall guarantee the correct execution of the services by the sub-contractors. The sub-contractors authorised by PROXIMUM SARL to provide contractual services, including their role and their field of application for its sub-contracting and the geographical sub-contracting zone, are published on the list of sub-contractors available on request. These sub-contractors, in the capacity of data processors, shall be accepted by the Customer for the requirements related to the intended purposes given in this Agreement. PROXIMUM SARL shall ensure that each sub-contractor provides guarantees concerning the protection of data which are at least equivalent to those in the agreement, including these appendices insofar as they are applicable to the nature of the Services provided by this sub-contractor. In the event PROXIMUM SARL foresees the necessity of modifying or adding a sub-contractor, PROXIMUM SARL shall inform its Customer about any change of sub-contractor which the Customer has the right to oppose within a reasonable period. If the Customer does not oppose this within this period, it shall be considered to have accepted this change. If there is a major material reason for such an opposition and in the absence of a mutual resolution between the parties, the Customer shall have the right to terminate this agreement. PROXIMUM SARL shall ensure that each new sub-contractor is bound by the same applicable standards as the previously authorised sub-contractors.



General conditions of sale of the ViMeet platform

Thus, the recipients of your personal data shall be:

- PROXIMUM SARL;
- The service providers with whom PROXIMUM SARL co-operates for the creation and management of online professional directories, catalogues of professional trade show exhibitors, and files provided by third parties (sponsors of the event organised by PROXIMUM, or partners of PROXIMUM), for the developments of its database, for the information requests generated by its communication actions (advertising, event promotion website, email lists, etc.)

Consequently, PROXIMUM SARL undertakes to comply with and ensure that its personnel comply with all the obligations imposed by the GDPR and particularly the following obligations:

- Not making copies of documents and media containing Customer Data entrusted to it, unless strictly necessary for the execution of the service;
- Not using Customer Data for purposes other than those of this Agreement;
- Not disclosing Customer Data to other persons, whether they are public or private persons, physical or legal, unless this disclosure is required by law or a competent legal or administrative authority, or it is necessary within the context of a legal action.

PROXIMUM SARL also undertakes to not modify, use, assign, or transfer to a third party, completely or in part, in exchange for payment or otherwise, the Customer Data which may have been communicated to it by the Customer during the execution of the Service.

#7.2.3. Transfer of data outside of EU/EEA (Principle).

Any transfer outside the European Union shall require prior written agreement from the Customer, and the signature of standard contractual clauses imposed by the CNIL, in accordance with the applicable law.

The Customer's agreement is subject to verification that the level of guarantees in terms of security, access, and protection of the Personal Data stated in the Agreement shall be complied with in the case of such a transfer.

PROXIMUM SARL undertakes, whether owing to the Services which it executes or owing to the Services provided in the context of sub-contracting authorised as per the Agreement conditions, to not transfer the personal data processed within the context of this Agreement, outside of the European Union or the countries with "sufficient protection" without prior written authorisation from its Customer.

Nevertheless, if PROXIMUM SARL is obligated to carry out such transfers pursuant to the applicable law, it undertakes to immediately inform the Customer, unless it is legally impossible.

#7.3. USE OF THE STATISTICAL INFORMATION

By exception to Article 7.2, the commitment of PROXIMUM SARL regarding not using Customer Data shall not concern the operations necessary for the creation by PROXIMUM SARL of its invoices and use statistics as well as the provision of any explanation concerning the execution of the Service.

Similarly, PROXIMUM SARL may compile statistical information, which is anonymised, concerning the provision of the Service and may make it public provided that it does not include Customer Data and/or does not identify the Customer's confidential information and that it does not include any directly or indirectly or indirectly nominative data. PROXIMUM SARL retains all the intellectual property rights concerning the results of these statistical processing operations.

#7.4. DECLARATIONS CONCERNING CUSTOMER DATA

The Customer is informed that it is its responsibility to carry out all formalities, declarations, and authorisation requests provided for by the laws and regulations in force concerning any processing operation that it carries out and the data that it processes for the Service and particularly, the data provided by the C.N.I.L regarding the processing of personal data. It is stated that within the meaning of the combined provisions of the European Regulation 2016/679 dated 27 April 2016 concerning



General conditions of sale of the ViMeet platform

protection of physical persons as regards processing of personal data and the free circulation of this data and the national law no. 78-17 dated 6 January 1978 called Information and Liberties, PROXIMUM SARL shall only act in its sole capacity of sub-contractor, following the instructions of the Customer in its capacity of processing manager of the data implemented through the Service offered by PROXIMUM SARL.

Generally, it is the responsibility of the Customer to ensure compliance with any national legislation of its country of residence or any European or international law if the latter impose a specific procedure for administrative declaration concerning personal data.

#7.5 CUSTOMER INFORMATION OF CONCERNING THE PROCEDURE TO BE FOLLOWED FOR EXERCISING ITS RIGHTS

PROXIMUM SARL informs its Customer about the procedure which it must follow once it wishes to exercise one of the rights granted to it by Article 12.3 GDPR.

The Customer may exercise its rights through a request sent (mail/Registered Letter with AR, or other) to PROXIMUM SARL directly or to the sub-contractor too, for which a response shall be provided in the month following the receipt of its request.

Email: cnil@vi-meet.com

Through letter: PROXIMUM SARL - 855 Avenue Roger SALENGRO 92370 CHAVILLE

#ARTICLE 8 - SERVICE SECURITY

#8.1. SECURITY MANAGEMENT

PROXIMUM SARL undertakes to implement the technical resources compliant with the standard professional practices to ensure the physical and logical security of the servers and networks under its responsibility and control.

Once it is aware of it, each Party will immediately inform the other Party about any event likely to constitute an attack on the physical or logical security of the other Party's environment (intrusion attempt or data violation, for example).

#8.2. SECURITY OF THE PREMISES ACCESS

Unless stipulated otherwise, PROXIMUM SARL shall implement a control system for access to the premises where the services are executed, such as to only provide access authorisation for persons who are authorised by PROXIMUM SARL or accompanied by authorised personnel. It shall take all measures that ensure that intrusions are prevented.

#8.3. SECURITY OF THE STANDARD APPLICATION FUNCTIONALITIES AND DATA

PROXIMUM SARL shall implement the measures necessary for ensuring that access to the Service and the Customer's data is granted only to persons authorised by PROXIMUM SARL and the persons authorised by the Customer.

PROXIMUM SARL shall ensure complete separation of the Customer Data and the data of other Customers-Users.

#ARTICLE 9 - TERM OF THE SERVICE

The Service is concluded for the term set in the agreement.



#ARTICLE 10 - RECOVERY AND RESTORATION OF DATA/REVERSIBILITY OF DATA

After the Service is completed and/or in case of termination of the Agreement, the access to the Service is closed on the last day of the Service or on the day the Agreement is terminated.

All the personal documents that the CUSTOMER has entered via the VIMEET platform shall remain its property.

The CUSTOMER shall remain the proprietor of the data which it may have entered, and which is under its personal responsibility, whether it is data concerning it directly or third-party data. The customer may not claim that it possesses data that is not entered or personalised by it. On the other hand, the CUSTOMER shall refrain from reproducing or pirating the standard PROXIMUM documents for the purposes of resale or direct or indirect and disloyal competitive activity as regards PROXIMUM SARL under penalty of a legal sanction which shall give rise to damages, not exclusive for the Customer, of an obligation to cease parasitical business practices.

#RECOVERY-RESTORATION

The Customer Data must have, before this deadline, recovered the Customer Data which is accessible through the Service functionalities or have requested PROXIMUM SARL to restore a copy of the latest back-up of the Customer Data. This restoration shall be carried out in a standard market format chosen by PROXIMUM SARL and shall be provided to the Customer in the form of a download or if the size is too big, it is sent on an external medium as a billable service.

#REVERSIBILITY.

Unless stipulated otherwise in the agreement, on the 60th day from the end date of the Service or termination of the Agreement, the Customer Data deletion process shall be activated to render it unusable. This deletion shall include production data as well as the backed-up data depending on the storage periods of the back-ups.

PROXIMUM SARL may however retain the Personal Data within the context defined by the applicable laws only insofar as and for the period required by the applicable laws, and provided that PROXIMUM SARL guarantees the confidentiality of this Personal Data and ensures that this Personal Data is only processed - whenever necessary - for the purposes specified by the applicable laws which require the data to be stored and for no other purposes.

#PROVISIONS CONCERNING THE IMPLEMENTATION PROVISIONS

#ARTICLE 11 - IMPLEMENTATION SERVICES

#11.1.

The Implementation Services chosen by the Customer and mentioned in the "Ordered elements" Part shall be executed by PROXIMUM SARL.

The Customer shall take all measures necessary for the protection of its computer equipment and particularly as regards the protection against viruses, worms, and other hostile intrusion methods. Moreover, the Customer undertakes to provide PROXIMUM SARL with free access to any information considered necessary by PROXIMUM SARL to ensure the Implementation Services.

#11.2.

All services for execution of interfaces and/or data transfer must be executed by PROXIMUM SARL, having first undergone a technical feasibility study based on the information which must be provided by



General conditions of sale of the ViMeet platform

the Customer and a costing of the days required in the form of a quotation accepted by the Customer and PROXIMUM SARL.

#11.3.

The terms and conditions of execution of the training sessions are as follows:

The Customer which registers a participant must ensure that it possesses the level and motivation necessary for understanding and correctly completing the training session(s) required.

The training services shall be provided by PROXIMUM SARL according to the terms below: PROXIMUM SARL shall offer training sessions in the form of Web Training or e-learning services. To complete the Web Training services offered by PROXIMUM SARL, the Customer undertakes ensure that it has an operational telephone and internet connection. The cost of implementing these resources shall be borne by the Customer in any event. The Customer is informed that the Web Training and e-learning services are not covered by a paying agency.

In any event, the applicable prices are those given in the Agreement. The invoices for the services are sent to the Customer and shall not be divisible.

#FINANCIAL AND GENERAL PROVISIONS

#ARTICLE 12 - FINANCIAL PROVISIONS

#12.1.

The prices of the ordered elements are fixed and given in Euros Excluding Tax and are given in the "purchase order" Part of this document.

#12.2.

Once the Agreement is signed and unless stipulated otherwise, the Customer shall pay PROXIMUM SARL a down payment of 40% of the total amount of the Services, then the remaining 60% when the service is online.

#12.3.

The PROXIMUM SARL invoices shall be paid by the Customer without discount.

#12.4.

After the deadline, a late payment penalty shall be required by PROXIMUM SARL without the necessity of a reminder. It shall be calculated based on an interest rate published by the European Central Bank.

Moreover, PROXIMUM SARL reserves the right, fifteen (15) days after the registered letter of the formal notice for payment is sent, and has remained completely or partially ineffective, to suspend the Service and any ongoing service till the amounts due are completely paid and, if required, to rightfully and immediately terminate the current Agreement. All the unpaid expenses, following a rejection of the Customer's payment by the bank, shall be borne by the latter. Moreover, if the Customer fails to pay an invoice which has reached its due date, PROXIMUM SARL may require the payment of all other invoices, including those for which the deadline has not yet elapsed.

In accordance with law no. 2012-387 dated 22 March 2012 the Customer shall also have to rightfully pay a fixed rate compensation of forty (40) Euros (€) as recovery fees incurred by PROXIMUM SARL. If required, when these fees exceed the amount of this compensation, PROXIMUM SARL may require an additional compensation from the Customer, upon presentation of supporting documents specifying the completed diligences. These compensations shall not be applied in case the Customer provides supporting documents that it is undergoing a legal redress or liquidation procedure.



#ARTICLE 13 - TERMINATION FOR DEFAULT

#13.1.

The Contract may request, through registered letter with acknowledgement of receipt, the rightful termination of this Agreement in the event of non-compliance by PROXIMUM SARL, for three consecutive weeks, with the rate of availability of the Service of 99.9% without prejudice to any damages within the limits of the upper limit and conditions stated in Article 15.2 of the Agreement.

The termination of this Agreement shall take effect three (3) weeks after the receipt of the aforementioned letter by PROXIMUM SARL, unless the latter provides supporting documents proving that the appropriate remedies have been or will be undertaken to eliminate the observed default.

#13.2.

PROXIMUM SARL may request, through registered letter with acknowledgement of receipt, the rightful termination of this Agreement in case of default by the Customer as regards its obligations and without prejudice to any damages.

The termination of this Agreement shall take effect three (3) weeks after the receipt of the aforementioned letter by Customer, unless the latter provides supporting documents proving that the appropriate remedies have been or will be undertaken to eliminate the observed default.

#ARTICLE 14 - CUSTOMER COLLABORATION

To ensure the correct execution of this Agreement, the Customer is obligated to actively, regularly, and loyally collaborate with PROXIMUM SARL. Thus, it shall be the responsibility of the Customer to submit to PROXIMUM SARL, all the information necessary for the execution of the Implementation Services provided for and shall inform PROXIMUM SARL about all the difficulties which it may be aware of or which it can foresee owing to its knowledge of its domain of activity, as the Implementation Services are executed and for the entire duration of the execution of this Agreement. Moreover, the Customer undertakes to ensure that sufficiently competent, qualified, and trained Users are present for the entire term of execution of this Agreement.

#ARTICLE 15 - RESPONSIBILITIES

#15.1.

Considering the standard professional practices applicable in its profession, PROXIMUM SARL, which undertakes to take every care in the execution of its obligations, is nevertheless subject only to an obligation of means.

PROXIMUM SARL guarantees that the Service is compliant with its Documentation, and if required, the online documentation. PROXIMUM SARL does not guarantee that the Service shall be free of any defects or problems but exclusively undertakes to remedy, with all possible reasonable diligence and at the earliest, the reproducible malfunctions of the Service observed in relation to its Documentation.

PROXIMUM SARL does not guarantee the suitability of the Service for achieving the objectives or results which the Customer may have fixed and/or to execute specific tasks for which it concluded this Agreement but which it may not have, on the one hand, expressed beforehand in writing in an exhaustive manner and which, on the other hand, may not have been expressly validated by PROXIMUM SARL as per the conditions defined in the Preamble.

#15.2.

PROXIMUM SARL shall be only responsible for the direct and foreseeable damages resulting from a default concerning its contractual obligations. In the event PROXIMUM SARL's liability is incurred, the



General conditions of sale of the ViMeet platform

total and cumulative compensation, for all causes, which the Customer may claim, shall be limited to the amount invoiced to the Customer by PROXIMUM SARL.

The Parties acknowledge that the price of the Service reflects the distribution of the risks resulting from the Agreement, as well as the economical balance desired by the Parties, and that the Service would not have been concluded without the limitations of liability defined in this Agreement.

The Parties expressly agree that the limitations of liability shall continue to be applicable even in case of nullity, invalidity, or termination of the agreement.

#15.3.

In no event shall PROXIMUM SARL be held liable towards the Customer or a third party for any indirect damages, which may be material or immaterial, foreseeable or otherwise, such as an operating loss, loss of profits or image, or any other financial loss resulting from the use or impossibility of using the Service by the Customer as well as any loss or deterioration of information for which PROXIMUM SARL may not be held liable. Any damages incurred by a third party constitute indirect damages and shall not therefore result in compensation.

#ARTICLE 16 - FORCE MAJEURE

PROXIMUM SARL may not be held liable in case it is unable to fulfil its contractual obligations for reasons of force majeure, i.e. owing to any cause exterior to the Agreement, unpredictable, and unavoidable as per the standard interpretation of the situation by the case-law of French courts. Telecom operator and telecommunications malfunctions are also considered as cases of force majeure if these malfunctions are not caused by the technical resources implemented by PROXIMUM SARL and do not fall under its responsibility.

#ARTICLE 17 - CONFIDENTIALITY

All information exchanged between the Parties or which the Parties may be aware of during the execution of the Agreement (particularly Customer Data), regardless of the medium, shall be considered as confidential (hereinafter referred to as "Confidential Information").

Each Party undertakes to protect the Confidential Information and not disclose it to third parties without prior written authorisation from the other Party.

The confidentiality obligations of each Party shall be waived when it comes to information (i) which was in the possession of this Party before it was disclosed by the other Party without such a possession directly or indirectly resulting from an unauthorised disclosure of this information by a third party, (ii) which is part of the public domain as on the date of acceptance of the Agreement or which was included in the public domain after this date without the cause of the same being attributable to non-compliance by this Party with its confidentiality obligations under the Agreement, (iii) which is developed independently by this Party, or (iv) the disclosure of which is required by the law or a competent legal or administrative authority or is necessary within the context of a legal action.

The Parties undertake to comply with the obligations resulting from this Article for the entire term of the Agreement as well as for 2 years following its end.



General conditions of sale of the ViMeet platform

#ARTICLE 18 - ASSIGNMENT

The Agreement may not in any event be totally or partially assigned, in exchange for payment or otherwise, by the Customer, without express, prior, and written authorisation from PROXIMUM SARL.

PROXIMUM SARL reserves the right to assign the Agreement without formalities. In the event of assignment, the assignee establishment shall replace PROXIMUM SARL from the date of assignment. The Customer expressly acknowledges that the assignee establishment shall become its co-contractor.

#ARTICLE 19 - MISCELLANEOUS PROVISIONS

- In the event either Party does not enforce any of the obligations stated in the Agreement, it shall not be subsequently interpreted as a waiver for the obligation in question.
- The Customer accepts that PROXIMUM SARL may, freely and without prior formalities, sub-contract all or part of its obligations within the context of this agreement, under its responsibility.
- Unless stipulated otherwise, the terms and conditions and obligations of this document shall prevail over all others.
- If one or several stipulations of the Agreement were considered invalid or declared as such pursuant to a law or following a definitive ruling of a competent court, the other stipulations shall remain in force to their full extent.
- The Customer authorises PROXIMUM SARL to cite its name in commercial references.
- PROXIMUM SARL shall be free to use the expertise acquired during the execution of the Agreement and execute similar services on behalf of other Customers.
- The Customer undertakes, for the term of the Agreement and twelve (12) months after it ends, to not approach, recruit, or directly or indirectly employ a member of the PROXIMUM SARL personnel, except written and prior approval from the latter. In the event of an infringement, the Customer must immediately pay PROXIMUM SARL a fixed rate compensation equal to the salary of the poached employee for twelve (12) months prior to the poaching, salary expenses and employer's contributions. PROXIMUM SARL may also request compensation for the damages actually suffered if it exceeds the salary expenses.
- If the Service includes accounting application functionalities, the Customer is informed that in case of an audit of its computerised accounting, PROXIMUM SARL shall provide the tax authority with the computer documentation and shall support the Customer, upon express request from the latter and in exchange for payment to be decided through mutual agreement, to meet any information request from the administration concerning this document.
- PROXIMUM SARL and the Customer declare that the information provided and used by the PROXIMUM SARL Service shall prevail till proof is provided to the contrary.
- PROXIMUM SARL undertakes to maintain a professional third-party liability insurance policy in force covering the damages which may occur during the execution of the Service.
- The Customer may not initiate any action, regardless of the nature or basis, more than two years after the occurrence of the operative event.

#ARTICLE 20 - LAW AND ATTRIBUTION OF JURISDICTION

This agreement is subject to French law as regards the procedural and substantive rules. In the event of a dispute, express jurisdiction is attributed to the commercial court of Nanterre, notwithstanding the plurality of defendants or introduction of third parties.



#APPENDIX 2 OF THE STANDARD CONTRACTUAL CLAUSES

This appendix is a part of the clauses and must be filled and signed by the parties.

Description of the technical and organisation measures associated with security implemented by the data importer in accordance with clause 4, point d), and the clause 5, point c) (or the attached document/legislation):

PROXIMUM SARL ensures the security of the personal data belonging to the customers/prospects/Users/Partners by implementing data protection systems that are strengthened by using physical and logical means of securement.

PROXIMUM SARL has taken all useful precautions to ensure the safety of the personal data and, particularly, ensure that it is not distorted or damaged, and that unauthorised third parties cannot access it.

These security measures must be particularly as follows:

Organisational measures

- Granting access to the employees of PROXIMUM SARL during the recruitment and revocation of access when they leave the company. The accesses include management of rights which limit access to data depending on the profile of the employee.
- External security audit carried out regularly by an expert service provider
- Inactivation of obsolete data over time
- Implementation of secure servers to carry out data exchanges

Logical safety measures

- Regular back-up of all its infrastructure
- Access to business applications controlled by a password log-in with management of rights depending on the profiles
- Recording the mass data manipulations
- Recording all data consulted on our system
- Advanced authorisation management
- Securing the workstations (access to workstations after authentication through log-in / password) and access to the database (authentication via dedicated log-in / password)
- Restriction of access to business tools limited to the company premises
- Daily update of the workstations, antivirus software on all workstations
- Logging- in to the application tools have TLS or SSH encryption.

Physical security measures

- Each employee accesses the premises in defined time slots
- Building inaccessible at night

The data is stored on a cloud infrastructure and undergoes processing to provide the service subscribed to by the Customer and improve the services. The hosting servers where PROXIMUM SARL processes and stores the databases of its Customers / Users are exclusively located within the European Union.