

# GENERAL TERMS AND CONDITIONS GOVERNING ACCESS TO AND USE OF THE FRAMATOME GROUP'S PROCUREMENT PORTAL AND ELECTRONIC PARTICIPATION IN THE FRAMATOME GROUP'S EVENTS (PORTAL'S TERMS AND CONDITIONS (T&Cs))

as of 5 January 2017, reference no: CGUPF0516

## Introduction

### **Welcome to the Web Portal of Framatome SAS (hereinafter, the 'Procurement Portal').**

Framatome SAS, its Entities and Affiliates constitute an industrial Group supplying technological solutions for the production of energy.

Framatome SAS has a dedicated portal for suppliers, accessible online at <https://sirius.bravosolution.com/web/login.html>.

In particular, this portal constitutes a platform for the sharing of information between the Framatome Group and Suppliers involved in the implementation or execution of projects of any kind defined by the Framatome Group.

This portal includes the following, in particular:

- A **public area** accessible to all suppliers via hyperlinks visible at <https://sirius.bravosolution.com/web/login.html>, providing various information and documents to be consulted and/or required in the context of the Framatome Group's procurement, such as:
  - the sustainable development commitment applicable to Framatome Group suppliers,
  - the Framatome Group's procurement policy,
  - the Framatome Group's charter of values.
- A **private area** accessible via a secure user authentication process. In particular, this area enables suppliers authorised by Framatome or by the user authentication system of any third-party partner of Framatome, subject to their prior, unconditional acceptance of Framatome's non-disclosure agreement, to respond to or take part in, as may be, in real-time or otherwise, any RFPs, RFIs, Tenders or Events to which they are invited and to complete, update or view the information concerning their company (hereinafter, the 'Procurement Portal').

**By using the Procurement Portal, you agree to comply with and be bound by these general terms and conditions governing access to, participation in and use of the Framatome Group's Procurement Portal (hereinafter, the 'Portal's Terms and Conditions (T&Cs)') and all other terms and conditions of third parties providing services implemented or used in the Procurement Portal. We reserve the right to modify the Portal's Terms and Conditions (T&Cs) and the other general terms and conditions of service implemented or used in connection with the Procurement Portal at any time, without notice and without incurring any liability whatsoever.**

The Portal's Terms and Conditions (T&Cs) and other general terms and conditions may vary from section to section within the Procurement Portal. In the event of an inconsistency between the Portal's Terms and Conditions (T&Cs), the other general terms and conditions and the specific terms and conditions governing a given section of the Procurement Portal, you must comply with the terms and conditions of use applicable to the section in question. You acknowledge and accept that your relationship with third-party agents or service providers of the Framatome Group regarding access to and use of the Procurement Portal and its various areas and third-party services, which may be associated with third-party accounts, is governed exclusively by the

general terms and conditions concerned and applicable by said third-party agents.

## 1. Purpose

The purpose of these Portal's Terms and Conditions (T&Cs) is to set out the terms and conditions governing access to and use of the Procurement Portal by the Supplier and participation by Supplier(s) or User(s) respectively invited or authorised by Framatome SAS or its authorised third-party agents, in services, dynamic negotiation events, tenders or other processes (hereinafter, the 'Events') organised by Framatome SAS on the third-party or Framatome SAS platform accessible via the Procurement Portal.

The Procurement Portal provides the Supplier with an environment enabling it to access a communication tool as well as information, data, databases, websites, information systems, applications, etc. belonging to the Framatome Group, with the aim of making optimal use of its relationship with the Framatome Group, particularly in order to respond to calls to tender, participate in events and electronic transactions taking place on the E-Sourcing platform belonging to Framatome SAS or its third-party agent and consult all data linked to its profile, pursuant to the provisions set forth in the Portal's Terms and Conditions (T&Cs).

## Definitions

'Framatome SAS': refers to Framatome, a French limited company (*société par actions simplifiée*), with a capital of €706,690,542.60, registered with the Nanterre Trade and Companies Registry under number 712 054 923, whose registered office is at Tour Areva 1, Place rue Jean Millier, 92400 Courbevoie Cedex, France, acting in its own name and on its own behalf and in the name and on behalf of the Entities or any entity acting on its behalf in connection with the operation of the Portal (hereinafter, 'Framatome').

'Event's Terms and Conditions (T&Cs)': refers to the General Terms and Conditions governing Participation by a Seller in Events organised on the third-party Technological Platform and applicable to a Supplier or Authorised User wishing to access or take part in events and electronic transactions on the E-Sourcing Platform of the third-party agent that owns it, implemented and used in the Procurement Portal.

'Framatome Group': refers to Framatome SAS and/or any subsidiary, entity or Affiliate.

'Affiliate': refers to any existing or future legal entity, subsidiary or company established in France or abroad, including any joint venture directly or indirectly controlled by Framatome SAS as a signatory or in which it holds an interest conferring controlling powers upon it, as at the date of the entry into force or effect of the Agreement or thereafter, and for as long as said entity remains directly or indirectly controlled by (or under the control of) Framatome SAS. 'Control': means, in particular, directly or indirectly holding the majority of voting rights in a company or the right to dismiss the majority of members of the board of directors and/or the direct or indirect right or power to appoint the majority of members of the corporate body in charge of managing and steering the company and/or, more generally, holding an interest in any other company or the right to control the management and policy of the subsidiary, company or establishment pursuant to Articles L.233-1 to L.233-16 of the French Commercial Code. The following entities are authorised and benefit from these Portal's Terms and Conditions (T&Cs): Framatome SAS, the Framatome Group and its subsidiaries, joint ventures, joint companies and any company in which Framatome holds an interest within the meaning of the aforementioned Articles.

'Supplier': means any company that (i) has undertaken to comply with these Portal's Terms and Conditions (T&Cs), (ii) meets the criteria for obtaining access to the Procurement Portal defined below and (iii) whose Authorised User(s) are authorised by Framatome SAS to access the Procurement Portal and who are bound by these Portal's Terms and Conditions (T&Cs). These three criteria are cumulative.

'Third party': means any natural person or legal entity other than the Framatome Group and the Supplier.

'Authorised User': means any natural person and member of the Supplier's personnel who has the capacity and authority to represent the Supplier and act in its name and on its behalf in the Supplier Portal, as an individual and/or collectively, authorised by Framatome SAS or its third-

party agent to, on the one hand, access the Procurement Portal or service in question, such as an Event, by means of a unique and personal username or identification code and password, transmitted to him or her in advance by Framatome SAS or its third-party agent and, on the other hand, use the Procurement Portal or service concerned such as the Event, in the name and on behalf of the Supplier, in compliance with the Portal's Terms and Conditions (T&Cs) and other general terms and conditions such as the applicable Event's Terms and Conditions (T&Cs), particular with regard to Events.

The Framatome Group and the Supplier are referred to hereinafter individually as the 'Party' and jointly as the 'Parties'.

## **2. Terms of Access and Use**

### **2.1 Technical prerequisites**

The Procurement Portal is available in 'browser only' mode, which means that only a Web browser is necessary to access the application.

Users must therefore be in possession of a platform supporting a Web browsers (in particular: Microsoft Internet Explorer® 10.0 or later, Firefox v31 or later) connected to the Internet, in accordance with the minimum configuration conditions indicated by Framatome SAS or its third-party agent for the services concerned, such as Events.

Framatome SAS may provide occasional assistance in the event of problems logging into or using the Procurement Portal but may under no circumstances replace the Supplier's own IT teams, responsible for managing the workstations, or the teams of its third-party agent which owns the E-Sourcing Platform dedicated to the events and electronic transactions taking place thereon, such as participation in Tenders.

### **2.2 Access Authorisations**

The Supplier may only access and use the Procurement Portal in the context of its business relations with the Framatome Group and via the Authorised Users. Likewise, the Supplier or Authorised User may only access or participate in events and electronic transactions on the E-Sourcing Platform of the third-party agent that owns it, implemented and used in the Procurement Portal, subject to their full and unconditional compliance with the General Terms and Conditions governing Participation by a Seller in Events organised on the third-party Technological Platform (hereinafter, the 'Event's Terms and Conditions (T&Cs)'), attached hereto.

Access to the Procurement Portal and its content, particularly Events, is subject to full and unconditional acceptance of these Portal's Terms and Conditions (T&Cs) and, a fortiori, other general terms and conditions such as the Event's Terms and Conditions (T&Cs), expressed by the Supplier's first Authorised User 'clicking' on the 'I accept' button the first time they log on to register and/or under the conditions set out in other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs).

The Parties agree that this action by the Supplier's first Authorised User constitutes acceptance of said Portal's Terms and Conditions (T&Cs), of other general terms and conditions and of the Event's Terms and Conditions (T&Cs), in the name and on behalf of the Supplier and all the Supplier's other Authorised Users. The Parties agree that this acceptance will have the same probative value and the same legal effect as a paper version bearing a handwritten signature, pursuant to the legal provisions and regulations in effect. The Portal's Terms and Conditions (T&Cs) and other general terms and conditions such as the Event's Terms and Conditions (T&Cs) will be provided to the other Authorised Users when they each receive their username and password from Framatome SAS or the third-party agent concerned. The Supplier accepts that other documents such as non-disclosure agreements may be submitted for its approval under the foregoing conditions before it is able to participate in Events.

Proof of this acceptance may, depending on the cases or uses concerned, be stored on a server

for ten years as from the acceptance date.

The usernames or identification codes and passwords issued to each Authorised User by Framatome SAS and/or the third-party agent concerned are strictly personal, confidential and non-assignable. The Supplier and each of its Authorised Users are responsible for the safekeeping and confidentiality of their passwords or identification codes and usernames. The provisions regarding password management are defined by the third-party agent responsible for access to the Procurement Portal and/or in the other terms and conditions, particularly in the applicable Event's Terms and Conditions (T&Cs).

Depending on the nature and specific aspects of the relationship between the Framatome Group and the Supplier, Framatome SAS and/or the third-party agent concerned may authorise the creation of one or several Authorised Users.

## **2.3 Terms and conditions of use**

Use of the username or identification code and password attributed to an Authorised User is deemed as having been done so by said Authorised User, under the latter's sole responsibility. Subject to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the Framatome Group will not conduct any prior checks on the identity of the person logging in to the Supplier Portal and/or service concerned, such as an Event, when they do so using the password and/or username. The Framatome Group and/or third-party agent may not be held responsible for fraudulent use of a username or password by a third party who is not an Authorised User.

No Supplier, Authorised User or any other person may access the Procurement Portal and/or service concerned, such as an Event, using the password and/or username of another Supplier or Authorised User.

The Supplier guarantees compliance by each Authorised User with the obligations incumbent on it by virtue of the Portal's Terms and Conditions (T&Cs), the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs). Accordingly, the Supplier undertakes to verify that each of its Authorised Users (a) has the capacity and authority to commit said Supplier and to act in its name and on its behalf via the Procurement Portal and any area within said Portal, (b) accepts responsibility for the security, safekeeping and use of their password and/or username (c) does not disclose their password and/or username to any third party, (d) does not authorise any other natural person or legal entity to use their password and/or username, (e) uses the Procurement Portal and its various areas in compliance with the Portal's Terms and Conditions (T&Cs) and/or the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs).

Authorised Users must take all necessary precautions to keep said passwords and/or usernames completely confidential and protect use of the Procurement Portal and its various areas by the other Suppliers and the security of the Procurement Portal, under the conditions set forth in these Portal's Terms and Conditions (T&Cs) and/or in the other terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs). They undertake, in particular, to inform the third-party agent concerned immediately should they lose their password and/or username; said third-party agent will then provide them swiftly with a new password and/or username, without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), after having deactivated and updated the profile corresponding to the Authorised User concerned.

The Supplier and/or Authorised User is solely and exclusively responsible for any use of or access to the Procurement Portal by anyone whatsoever accessing said Portal, in any manner whatsoever, using the passwords and/or usernames of said Supplier and/or its Authorised Users.

The Framatome Group or third-party agents concerned will under no circumstances be responsible for the management, control and/or supervision of use of the Procurement Portal or the services concerned, such as those in connection with Events, by the Authorised Users.

The Supplier and/or Authorised User must inform Framatome SAS immediately of any fraudulent use of its usernames and/or passwords.

In general and without prejudice to the other general terms and conditions, particularly the applicable Event's Terms and Conditions (T&Cs), the Supplier and/or Authorised Users undertake not to use the Procurement Portal and its various areas or accessible services, such as Events, in a fraudulent, unlawful or unauthorised manner, particularly by (i) creating links from a website to the Procurement Portal and its various areas and services, or (ii) creating content on other websites using information obtained via or pertaining to the Procurement Portal.

Save where indicated otherwise in the other general terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs), the Supplier and/or Authorised User may use a bot to help it collect the same information repetitively from the Procurement Portal or alert the Supplier to the publication of new data or information. Use of this bot must be declared to Framatome SAS and/or the third-party agent concerned.

Such use is only authorised to automatically perform tasks that could normally be performed by a natural person with authorised access to the Procurement Portal and its various areas. Without prejudice to the other general terms and conditions, particularly the applicable Event's Terms and Conditions (T&Cs), the Supplier and/or Authorised User is strictly prohibited from using a bot to perform tasks inaccessible via the standard human-machine interface of the Procurement Portal or its applications. This bot will operate under the sole responsibility of the Supplier and/or Authorised User.

The Supplier and/or Authorised User furthermore undertake to use the Supplier Portal, its various areas and services in accordance with their intended purpose and not to harm the image of the Framatome Group or that of its third-party agents, for any reason and in any manner whatsoever, through their use of the Supplier Portal, its various areas and services accessible via said Portal.

Without prejudice to the other terms and conditions and in particular the Event's Terms and Conditions (T&Cs), the Supplier will regularly monitor access to the Portal by Authorised Users in order to prevent any behaviour that may jeopardise the aim and purpose of the Procurement Portal and its various areas, services and applications or the integrity of the data published.

Without prejudice to the other terms and conditions and in particular the Event's Terms and Conditions (T&Cs), the Supplier must submit a prior request to Framatome SAS and/or the third-party agent concerned in order to create, modify or delete an Authorised User.

The Supplier undertakes to monitor:

- The permanent status of the first or principal Authorised User and to inform Framatome SAS and/or the third-party agent concerned of any modification (change of position, dismissal, resignation, retirement, etc.) concerning them regarding the person designated as having the status of first or principal Authorised User, in order enable Framatome SAS and/or the third-party agent concerned to update Authorised User's profile.
- Requests to create or delete Authorised Users prior to their submission to Framatome SAS and/or the third-party agent concerned.

Without prejudice to the other general terms and conditions and in particular the Event's Terms and Conditions (T&Cs), Framatome SAS and/or the third-party agent concerned reserve the right to modify and update any information, products or services presented on the Procurement Portal and its various areas, without notice and entirely at their own discretion,

## **2.4 Cost of access**

Access to the Procurement Portal and its various areas and services and its use by the Authorised Users are free of charge, unless stipulated otherwise in the other general terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs).

Without prejudice to the other terms and conditions and in particular the Event's Terms and Conditions (T&Cs), the Supplier will bear all costs inherent in accessing and using the Procurement Portal, including in particular:

- the cost of subscribing to the Internet service provider of its choice to access the Procurement Portal and its various areas and services,
- the cost of purchasing the hardware and software necessary to access the Procurement Portal and its various areas and services.

## **3. Term - Suspension - Withdrawal - Termination**

Without prejudice to the provisions regarding termination, term, withdrawal and suspension set out in the other general terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs), the rights to access and use the Procurement Portal and its various areas and services are valid until the termination date of the Portal's Terms and Conditions (T&Cs) and/or of the other general terms and conditions applicable by Framatome SAS and/or the third-party agent concerned, save in the event of suspension for acceptance of modifications to the Portal's Terms and Conditions (T&Cs).

Likewise, without prejudice to the provisions regarding termination, term, withdrawal and suspension set out in the other general terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs), Framatome SAS and/or the third-party agent concerned reserve the right to terminate the Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions concerned, or to suspend access by the Supplier and/or its Authorised Users to the Procurement Portal and its various areas and services at any time, under the conditions set out below or, where applicable, in the applicable general terms and conditions concerned.

### **3.1 Termination**

In the event of termination of the Portal's Terms and Conditions (T&Cs) by Framatome SAS, irrespective of the reason therefor, all rights granted hereunder to the Supplier and/or its Authorised Users will immediately cease, without Framatome SAS being liable to pay any form of compensation. The Supplier and/or its Authorised Users will no longer be able to access the various areas within the Procurement Portal.

Without prejudice to the statutory grounds for termination, Framatome SAS reserves the right to terminate the Portal's Terms and Conditions (T&Cs):

- in the event of a breach by the Supplier and/or the Authorised Users of all or any of their obligations under the Portal's Terms and Conditions (T&Cs) and, in general, any violation of the laws and regulations in effect applicable to the Supplier's business activities on, via or in connection with the Procurement Portal and its various areas and services, without prejudice to any other rights and remedies of which Framatome SAS may avail itself. Termination will take effect immediately and by operation of law after formal notice to perform has been served by registered letter with acknowledgement of receipt remaining without effect after eight (8) calendar days, without the need for any judicial intervention and unless indicated otherwise by Framatome SAS, which reserves the right to do so
- in the event of modifications to the Portal's Terms and Conditions (T&Cs) notified to the Supplier and refused by the latter (pursuant to the clause entitled 'Updates to the Portal's Terms and Conditions (T&Cs) and other general terms and conditions applicable to the Procurement Portal').

In the event of termination of the Portal's Terms and Conditions (T&Cs) or the applicable general terms and conditions concerned, each party undertakes to return to the other Party and/or destroy all Confidential Information received from the latter and all other documents concerned in its possession, including the other Party's Confidential Information, under the conditions set forth in

the clause entitled 'Confidentiality'.

### **3.2 Suspension**

Framatome SAS reserves the right to suspend access to the Procurement Portal by the Supplier and its Authorised Users at any time and without compensation:

- in order to perform maintenance on the Procurement Portal. Framatome SAS undertakes to do everything in its power to restore the service as swiftly as possible;
- due to technical issues caused by the infrastructure. Framatome SAS undertakes to do everything in its power to restore the service as swiftly as possible;
- during the period prior to the acceptance or refusal of modifications to the Portal's Terms and Conditions (T&Cs) by the first Authorised User or the Supplier (see Clause 10);
- due to a breach by the Supplier and/or an Authorised User of one of their obligations under the Portal's Terms and Conditions (T&Cs). If the Supplier does not remedy the breach within fifteen (15) days, Framatome SAS reserves the right to terminate the Portal's Terms and Conditions (T&Cs) pursuant to the 'Termination' clause above.

The Parties will agree on an alternative means of communication and cooperation in order to enable the Supplier to continue its relations with the Framatome Group during the period of suspension.

### **4. Protection of Personal Data**

As part of providing access to and use of the Procurement Portal and without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), Framatome SAS and/or its third-party agent may collect, process and forward personal data concerning the Authorised Users, who undertake to protect the confidentiality and security of said data pursuant to the 'information technology and freedoms' obligations laid down in French Act No 78-17 of 6 January 1978, as amended by Act No 2004-801 of 6 August 2004 (the French Data Protection Act).

The Supplier undertakes to inform the Authorised Users if the personal data concerning them has been forwarded to the Framatome Group and/or third-party agents.

In accordance with the afore-mentioned French Data Protection Act, the rules governing the accessing, modification and/or deletion of said personal data are set forth in the Procurement Portal's legal notice.

### **5. Protection and Safeguarding of the**

#### **Procurement Portal Procurement Portal Security**

Without prejudice to the other terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the

Supplier represents that it is aware of and undertakes to comply with the laws in force regarding IT security, in particular those concerning fraudulent access, the act of remaining inside a system without authorisation, intentionally impeding the system's operation and fraudulent action regarding data.

In the event of the unlawful or unauthorised accessing and/or use of the data or content exchanged via the Procurement Portal and/or of the Procurement Portal itself (including its various areas and services), or should it suspect any such security incident, the Supplier undertakes to alert Framatome SAS and/or its third-party agent thereof in writing as soon as it becomes aware of it, either through its own findings and/or as a result of any notification received from an authority to which it is directly or indirectly accountable. In such case, Framatome SAS and/or its third-party agent reserve the right to take any appropriate measure they deem necessary to protect their data and the Procurement Portal (including its various areas and services), including but not limited to the suspension of all logins and/or the blocking of all access. Under no circumstances may Framatome SAS and/or its third-party agent be held liable for the consequences of damage to the quality of the services due to the measures taken under the above conditions.

## **Access to the Procurement Portal**

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the Supplier undertakes, both on its own behalf and on behalf of its Authorised Users and personnel, to comply with all the security conditions specific to performance of the Portal's Terms and Conditions (T&Cs) and the other applicable general terms and conditions.

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), Framatome SAS and/or its third-party agent, where applicable, only authorise the Supplier to access the Procurement Portal and its various areas and services for the purpose and under the conditions set out or attributed to said Portal.

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the Supplier undertakes not to use software other than that disclosed to and authorised in writing by Framatome SAS and/or its third-party agent.

## **Non-vulnerability**

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the Supplier undertakes to ensure that its means of communication are sufficiently secure, by taking the necessary precautions to avoid the risk of introducing or transmitting any virus (particularly a 'system', 'macro' or 'worm-like' virus) liable to affect the Procurement Portal or the software environment, hardware or computer programs of Framatome SAS, third parties to whom Framatome SAS's information systems are connected and/or its customers.

The Supplier undertakes to use software, fixes, patches, updates and new versions free of vulnerability at the time it installs them for the tools and equipment under its responsibility and used to access and use the Supplier Portal, its various areas and services.

The Supplier undertakes, prior to any installation, to conduct vulnerability detection according to standard industry practice, using detection and eradication tools. The Supplier will run all appropriate tests in this respect. Framatome SAS and/or its third-party agent may test the software, fixes, patches, updates and new versions installed by the Supplier, running on the operating system in effect and supplied to them by the Supplier.

If such tests reveal that the vulnerability protection procedure implemented by the Supplier was ineffective, Framatome SAS and/or its third-party agent will notify the Supplier of the detected vulnerability. In response to this notification, the Supplier will deliver an action plan to remedy the vulnerability within a maximum of two days, and software, fixes, patches, updates or new versions free of vulnerability within a maximum of eight days, at no cost for Framatome SAS and/or its third-party agent. The mere identification of the presence of a virus will place the Supplier under the obligation to immediately eradicate all vulnerabilities at its own cost and risk. The Supplier will bear the cost of all consequences and damage caused to Framatome SAS and to third parties and will, in particular, reinstall the damaged data and programs at no cost to Framatome SAS and/or its third-party agent.

If, by the end of such tests, no viruses have been detected, the Supplier will no longer be responsible for the presence of viruses in the aforementioned pieces of software running on the operating system.

## **Audit**

The Parties agree that Framatome SAS, one of its Affiliates and/or its third-party agent may conduct an audit of the conditions for accessing and using the Procurement Portal and its various areas and services, at their own cost and at any time, limited to one audit per year, subject to giving three calendar days' notice. This limitation to one audit per year does not apply to security audits.

This audit may be conducted either by Framatome SAS and/or the third-party agent concerned, by an internal auditor from within Framatome SAS and/or the third-party agent concerned, by an external auditor which may not be a competitor of the Supplier in the latter's area of business, or by a team composed of an internal auditor from within Framatome SAS and an external auditor.



The auditors will only have access to the part of the Supplier's environment concerning the Procurement Portal and its various areas and services.

The aim of the audit conducted by Framatome SAS and/or the third-party agent will, in particular, be to verify:

- Compliance with standards and industry practice,
- Application of the safety rules in place,
- The tools, resources and procedures put in place by the Supplier to access and use the Procurement Portal and its various areas and services,

In the context of such audits, the Service Provider undertakes to fully cooperate with the internal auditors of Framatome SAS and/or the third-party agent or those duly appointed to this effect, and to provide them, free of charge, with all the information and resources necessary for the audit.

The audit conclusions or report will be forwarded to the Supplier and may be subject to in-depth examination at a meeting that may be organised by either Party.

If the audit conclusions reveal breaches of the obligations incumbent on the Supplier, the latter undertakes to take, at its own cost and risk, all corrective measures necessary to remedy said breach within ten business days from receiving the audit report from Framatome SAS and/or the third-party agent concerned, save as decided otherwise in writing by the Parties. In this case, Framatome SAS and/or the third-party agent concerned will invoice the Supplier for the cost of the audits.

The Parties agree that in any event, the conclusions of the audit report and/or the implementation of the audit procedure will not release the Supplier and/or its Authorised Users in any manner whatsoever from complying with their contractual obligations.

## **6. Confidentiality**

Without prejudice to the other terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the term

'Confidential Information' refers to any information, content or other data transmitted to the Supplier in any form whatsoever (particularly orally, in writing or electronically), directly or indirectly, by or on behalf of Framatome SAS and/or the third-party agent, either before or after the date the latter obtains access to the Procurement Portal. The term includes, in particular, any information, content or data of a personal, scientific, technical, technological, industrial, social, commercial, financial or legal nature, or any other nature whatsoever, whether or not covered by intellectual property rights, including any plans, designs, specifications, processes, know-how, methods, studies, software or software packages and names of third-parties, customers or partners.

The Supplier undertakes to protect the confidential nature of the Confidential Information it receives from Framatome SAS and/or the third-party agents concerned throughout the period of activation and access to the Procurement Portal and its various areas and services, or throughout the term of these Portal's Terms and Conditions (T&Cs) and/or the other applicable general terms and conditions, and at all times.

In particular, the Supplier undertakes:

- not to forward all or part of the Confidential Information, either directly or indirectly, to any third party without the prior written consent of Framatome SAS and/or the third-party agents concerned;

Should Framatome SAS and/or the third-party agents concerned give their consent, the Supplier may only forward the Confidential Information concerned to the party or parties in question if the latter first undertake in writing to comply with the same obligations as those resulting from these Portal's Terms and Conditions (T&Cs). In any event, the Supplier will remain fully liable towards Framatome SAS and/or the third-party agents concerned for any breach by said third party or parties of their confidentiality obligations as defined in these Portal's Terms and Conditions (T&Cs) and, where applicable, in the applicable general terms and conditions concerned;

- not to forward the Confidential Information to any individuals other than to members of its personnel.
- only to use or reproduce the Confidential Information for the purpose of accessing and using the Procurement Portal and its various areas and services. The Supplier undertakes, in particular, not to exploit the Confidential Information for purposes contrary to the legitimate interests of Framatome SAS and/or its third-party agents;
- to display any information regarding property and/or confidentiality on all media containing Confidential Information, including on authorised reproductions thereof;
- to take all reasonable measures, offering at least as much protection as those taken by the Supplier to protect its own confidential information, in order to prevent and protect against theft as well as the unauthorised use, disclosure and/or reproduction of the Confidential Information;
- to impose this confidentiality obligation on members of its personnel with access to the Confidential Information and, where required, have them sign the non-disclosure agreement forwarded by Framatome SAS and/or its third-party agents.
- to ensure compliance with this confidentiality undertaking by any subcontractors and have their personnel sign the afore-mentioned non-disclosure agreement or [other agreement] in conformity with the provisions of this clause;
- to do the following at the written request of Framatome SAS and/or its third-party agents:
  - (i) transmit a list of individuals having had access to the Confidential Information and/or,
  - (ii) cease using and/or promptly return all or part of the Confidential Information provided by Framatome, accompanied by a detailed list of the Confidential Information thus returned and/or,
- destroy and provide written certification of the destruction of all documents containing Confidential Information, providing Framatome SAS and/or the third-party agents with a detailed list of said documents.

The Supplier undertakes to inform Framatome SAS and/or the third-party agents concerned of any breach of any whatsoever of the obligations under this clause, particular through its fault and/or through fault of a third-party recipient of the Confidential Information, and to offer Framatome SAS and/or any third party designated by the latter any assistance to minimise the damaging effects of such a breach. The Supplier also undertakes to compensate Framatome SAS and/or the third-party agents concerned for any harm sustained as a result of any breach of the obligations under this clause, either by its own doing and/or that of a third party.

The obligations set out in this clause will remain in effect after the expiry or termination of these Portal's Terms and Conditions (T&Cs) or general terms and conditions applicable to accessing and using the Portal, its various areas and services, irrespective of the cause thereof, for as long as the Confidential Information concerned has not entered the public domain through no fault or negligence by the Supplier or a third-party recipient of the Confidential Information.

With regard to the type of exchanges that may be considered, particularly exchanges regarding any services or Events that may be implemented, the confidentiality of any information forwarded may be subject to a specific agreement. In this case, the provisions contained in this clause must be considered as complementary to said specific agreement.

Framatome SAS and/or the third-party agents give no warranty, either express or implied, as to the quality or relevance of the Confidential Information.

## **7. Intellectual Property**

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the Parties agree that the general structure of the Procurement Portal as well as the information, pictograms, photographs, images, text sequences, animated videos with or without sound and any other documents comprising the Supplier's Portal, its various areas and services, are the property of the Framatome Group or the third-party agents concerned, which have granted the Framatome Group limited authorisation to use them, and are protected by intellectual property rights.

In this respect, any full or partial reproduction, representation, adaptation, translation and/or transformation of the Procurement Portal or one or several of its components, by any process whatsoever (including by transfer to another site), without prior written authorisation by the Framatome Group or the third-party agents concerned, is prohibited, with the exception of copies for private use only, and would constitute infringement under Article L. 335-2 et seq. of the French Intellectual Property Code, liable to incur the author's civil and/or criminal liability.

Without prejudice to the intellectual and industrial property provisions of the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the 'Framatome' trademarks, Framatome Group logos or any other trademarks, domain names and logos of third parties appearing on the Procurement Portal are trademarks and logos registered as such by Framatome SAS and/or the third-party agents concerned. Any total or partial reproduction or any use of such trademarks and logos without prior written authorisation by Framatome SAS and/or the third-party agents concerned is prohibited. The Supplier and/or Authorised Users undertake not to use said trademarks or logos belonging to Framatome SAS and/or third-party agents in any manner whatsoever, in particular for reference or advertising purposes, without the express, prior written consent of Framatome SAS and/or the third-party agents concerned.

The Supplier and/or its Authorised Users undertake in particular not to file, directly or via any third party whatsoever, any patent application, software or design and model resulting from the disclosure of such intellectual or industrial property.

Save where indicated in writing to the contrary, no provision contained in the Portal's Terms and Conditions (T&Cs) and other general terms and conditions, in particular the applicable Event's Terms and Conditions (T&Cs), constitutes:

- a waiver by the disclosing Party of the protection conferred on the intellectual or industrial property it discloses to the other Party by a patent or any other intellectual property right,
- the granting of any licence or right whatsoever to its intellectual or industrial property, whether tacit or explicit, in favour of the Beneficiary Party.

## **8. Licence to Use the Procurement Portal**

Subject to your compliance with these Portal's Terms and Conditions (T&Cs) and with the other third-party general terms and conditions applicable, Framatome SAS grants the Supplier a limited, non-transferable and non-exclusive licence enabling the Authorised User to download a copy of the documents appearing on the Procurement Portal to a mobile device or computer in the latter's possession or under their control, and to run said temporary back-up copy solely for their personal and professional use within the Supplier's company.

## **9. Content of the Procurement Portal and Licence to Use the Content**

Subject to your compliance with these Portal's Terms and Conditions (T&Cs) and with the other third-party general terms and conditions applicable, Framatome SAS grants the Authorised User a limited, non-transferable and non-exclusive licence to (i) access and view the Framatome SAS content solely for the purposes of the services and events shown on the Procurement Portal and (ii) access and view any content belonging to third-party agents solely for the purposes of the services and events shown on the Procurement Portal. The Authorised User is in no way authorised to sublicense the licence rights conferred on it under this clause.

The Supplier and Authorised User shall refrain from using, copying, adapting, modifying and producing derived works based on the Procurement Portal and its various areas, services, content and events. Likewise, they shall also refrain from distributing, licensing, selling, transferring, publicly displaying or executing, assigning, disseminating or exploiting the Procurement Portal and its various areas, services, content and events, in any manner whatsoever, save where expressly indicated to the contrary in these Portal's Terms and Conditions (T&Cs) or in the applicable third-party general terms and conditions. No licence or any other right is granted to you either implicitly or otherwise under the terms of any intellectual property right belonging to or controlled by the Framatome Group, Framatome SAS or its assignees, save those licences and rights expressly granted in these Portal's Terms and Conditions (T&Cs).

## **10. Content Belonging to Authorised Users**

Framatome SAS and/or the third-party agent concerned may, at their sole discretion, allow the Authorised User to post, download, publish, submit or transmit content belonging to Authorised Users. By proposing any content belonging to Authorised Users on or via the Procurement Portal and its various areas and services, the Supplier and/or Authorised User hereby grant the Framatome Group a global, irrevocable licence, for the duration of copyright protection, non-exclusive, assignable and free of charge, including the right to sublicense, to use, consult, copy, adapt, modify, distribute, sublicense, sell, transfer, publically display and use, assign, stream, disseminate, access, view and exploit in any manner whatsoever the content belonging to the Authorised Users in question on and via the Procurement Portal and its various areas and services, in addition to the right to promote or market the Procurement Portal and its various areas and services.

The Supplier and/or Authorised User acknowledge and accept that they are solely responsible for any content they publish on the Procurement Portal and its various areas and in connection with the services. Accordingly, the Supplier and/or Authorised User represent and warrant that: (i) they are the exclusive owner(s) of any content they publish on the Procurement Portal and its various areas and in connection with the services, or that they possess all the rights, licences, approvals and authorisations necessary to grant the Framatome Group the rights to all of the aforementioned content, as set out herein; and (ii) neither the aforementioned content nor their publication, download, submission or transmission, nor the Framatome Group's use of said content (in full or in part) on, via or with the help of the Procurement Portal and its various areas and in connection with the services will infringe, misappropriate or breach any patent, author's right (including copyright), trademark, manufacturing secret, moral or other intellectual property right, image right or privacy, nor violate the applicable laws and regulations.

## **11. Links**

The Procurement Portal and its various areas and services may contain links to third-party websites and resources. The Supplier agrees that Framatome SAS and/or the third-party agents concerned waive all liability regarding: (i) the availability and accuracy of such websites and resources; and (ii) the content, products and services available on or via the websites and resources in question. The presence of links to such websites and resources under no circumstances indicates that Framatome SAS and/or its third-party agents approve the websites and resources in question or the content, products and services offered on them. The Supplier acknowledges that it is solely responsible and assumes all risk in connection with its use of any such websites and resources, or the content, products or services offered by such websites and resources.

Certain parts of the Procurement Portal may use third-party mapping services, including APIs. The Supplier agrees that use of such services is governed by the terms and conditions of use of said third parties.

## **12. Liability - Limitations**

The Procurement Portal and its various areas and services are accessible via the Internet.

You are hereby reminded that the Internet is an open and informal network consisting in the global and international interconnection of computer networks. The Internet is not managed by any central body and each portion of this network belongs to an independent public or private organisation. It therefore functions on the basis of cooperation between the operators of the various networks, without any obligations regarding supply or quality of supply between operators. The networks may have unequal transmission capacities and their own policies regarding use. No-one can guarantee the proper functioning of the Internet as a whole.

Accordingly, neither the Framatome Group nor the Supplier bears any liability or warranty in the event that the Internet malfunctions (such as a delay in transmission, communication or any other form of malfunction).

The Framatome Group may not be held liable for any damage whatsoever affecting the Supplier's content or access to and/or use of the Procurement Portal or the services, areas or services accessible via the Procurement Portal.

The Framatome Group or Framatome SAS will, however, make every effort to avoid the occurrence of damage resulting from the functioning of the Procurement Portal.

The Procurement Portal and its various areas and services, as well as the content and/or events shown or taking place on them, are proposed or provided as is, with no warranty of any kind, either express or implied. Without limiting the foregoing, the Framatome Group and/or its third-party agents expressly exclude any warranty of merchantability, fitness for a particular purpose, compatibility, peaceful enjoyment or non-infringement, as well as any warranty resulting from standard business practice.

The Framatome Group and/or its third-party agents do not guarantee that the Procurement Portal and its various areas and services or the content and events shown or taking place thereon will meet the needs of the Supplier and/or the Authorised Users in an uninterrupted and dependable manner, nor that they will be free of errors, nor the accuracy, appropriateness, truthfulness, exhaustiveness or reliability of any content obtained via the Procurement Portal and its various areas and services.

No opinion or information, whether oral or in writing, obtained from the Framatome Group and/or its third-party agents constitutes any guarantee or warranty other than those expressly stipulated in these Portal's Terms and Conditions (T&Cs).

The Supplier and/or Authorised Users are solely responsible for all their communication and interaction with other users of the Procurement Portal and its various areas and services when they use said Portal, areas and services.

If the Supplier or Authorised User chooses to use the Procurement Portal and its various areas and services and/or the content circulating therein, or to take part in events taking place via the Portal, they do so at their own risk.

The Supplier or Authorised User agrees that the Framatome Groups and/or its third-party agents are not under any obligation to verify the background or history of the Supplier and/or Authorised Users, but that they may do so at their sole discretion.

In the event of fraudulent, unlawful or unauthorised use of the Procurement Portal by the Supplier and Authorised Users, the Suppliers must compensate the Framatome Group accordingly and hold the latter harmless from and against any action or claims for compensation or damages resulting from or in connection with any action or omission by one of its Authorised Users or resulting from or in connection with use of the Procurement Portal.

The Framatome Group may not be held liable for the Supplier's content made available on the Procurement Portal. The Supplier expressly releases the Framatome Group from any responsibility with regard to verifying and filtering the Supplier's content. The Framatome Group may, however, depending on the circumstances, take any measures it deems necessary or appropriate with regard to the Supplier's content.

Neither the Framatome Group nor any third party involved in the production, operation or dissemination of the Procurement Portal and its various areas, services, content and events, may be held liable for incidental, special, indirect or consequential damage, including loss of earnings, loss of data or clientele, service outages, damage to computer systems or information system failings.

Neither will they be liable for the cost of any replacement products or services or any other damages resulting from or in connection with this Agreement or the applicable general terms and conditions, or the use or impossibility of using the Procurement Portal and its various areas, services, content and/or events, irrespective of whether or not such damages are based on a warranty, contractual or tortious liability or any other basis and whether or not the Framatome Group and/or third-party agents concerned were informed of the possibility of such damages.

The total liability of the Framatome Group and/or the third-party agents as a result of or in

connection with this agreement or the general terms and conditions applicable to use of the Procurement Portal and its various areas, services, content and events, may under no circumstances exceed during the entire term of your contractual relationship with the Framatome Group and/or the third party concerned, without prejudice to the latter's applicable general terms and conditions, which will prevail, (i) ten per cent of the amount of the order placed by the Framatome Group and/or the third party concerned through use of the Procurement Portal or (ii) the sum of one hundred euros if no order has been placed by the Framatome Group and/or the third party concerned with the Supplier through use of the Procurement Portal.

You agree to release, defend, compensate and hold Framatome SAS, the Framatome Group and/or the third party or parties concerned, as well as their managers, directors, employees and agents, harmless from and against any liability concerning any claim, liability, damage, loss and expense, including in particular reasonable legal and accounting fees, resulting from or in connection in any way with (a) your access to or use of the Procurement Portal and its various areas, services, content and events, or any breach by you of this Agreement and/or the applicable general terms and conditions; (b) your content belonging to the Supplier and/or Authorised User; (c) (i) your interaction with any third party or use, (ii) the creation of your access account, or (d) your participation in events or services via the Procurement Portal.

### **13. Force majeure**

Without prejudice to the other general terms and conditions and in particular the applicable Event's Terms and Conditions (T&Cs), the following are expressly deemed to constitute force majeure events, in addition to those usually considered as such by the French courts: strikes, whether within or external to the company, bad weather, lightening, governmental and legal restrictions and modifications, computer failures and disruptions to telecommunications, power cuts, failures of the servers of the Framatome Group and/or those of third parties and any other event outside the express intentions of the Framatome Group and/or the third parties.

### **14. Updates to the Portal's Terms and Conditions (T&Cs) or Other General Terms and Conditions Applicable to the Procurement Portal**

Framatome SAS and/or the third-party agent concerned will notify the Supplier or Authorised Users by post or by any other means at the discretion of Framatome and/or the third-party agent concerned, of any modifications to these Portal's Terms and Conditions (T&Cs) and other general terms and conditions applicable to the Procurement Portal.

The first or principal Authorised User must expressly accept such modifications in the name and on behalf of the Supplier and any other Authorised Users pursuant to the terms set forth in the 'Access Authorisation' clause, it being understood that during the period prior to acceptance or refusal thereof, access to the Procurement Portal and its various areas and services by any other Authorised Users will be suspended pursuant to the terms of the clause entitled 'Term - Suspension - Withdrawal - Termination' or 'Suspension'.

Without prejudice to the provisions pertaining to suspension set forth in the other general terms and conditions and in particular in the applicable Event's Terms and Conditions (T&Cs), in the event of a refusal of said modifications, Framatome SAS and/or the third-party agent concerned reserve the right to terminate the Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions in accordance with the clause entitled 'Term - Suspension - Withdrawal - Termination' or 'Termination'.

Each modification of the Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions will give rise to a new version dated and bearing a reference number.

## **15. Assignment - Transfer**

The Supplier agrees and hereby authorises Framatome SAS to assign or transfer, for any reason whatsoever, its rights and obligations under the Portal's Terms and Conditions (T&Cs) and the general terms and conditions, without prior written approval by the Supplier, particularly in the context of a restructuring of its capital and/or business by virtue, for example, of a merger, demerger, acquisition, sale of its assets or transfer of its business assets, shares or securities, to any third party whether or not involved in the context of the performance of the Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions, particularly on behalf of Framatome SAS or one of its Affiliates.

Any such assignment or transfer will, by operation of law and without the need for any formality other than notification by the assigning or transferring party, substitute the assignee for the assignor as the new beneficiary of the rights and obligations pertaining to performance of the services covered by the Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions.

The Parties agree that in the event of the removal of one or more Affiliates from the Framatome Group, the provisions set forth in these Portal's Terms and Conditions (T&Cs) or applicable general terms and conditions will continue to apply to the assigned Affiliate until their expiry or termination, save as decided otherwise by Framatome SAS and/or the Affiliate and notified to the Supplier by letter sent recorded delivery with acknowledgement of receipt.

## **16. Language**

In the event of any inconsistencies between the French and English versions of these Portal's Terms and Conditions (T&Cs), the Parties will deem the French version to be authentic.

## **17. Governing law and jurisdiction**

The Portal's Terms and Conditions (T&Cs), other general terms and conditions (unless stipulated otherwise therein), Procurement Portal and its various areas, services, events and content and all the rights and obligations of the Parties, including those of third parties including agents, generated by or in connection with the Procurement Portal, are subject to French law and are construed and applied pursuant thereto.

The Parties must first seek to settle out of court any dispute, claim or disagreement resulting from or in connection with the Portal's Terms and Conditions (T&Cs) or the breach, termination, application, interpretation or validity hereof, within a maximum of thirty (30) calendar days as from the date on which the disagreement arises or, where applicable, the date of its notification by the first Party to do so. Should negotiations fail, the disagreement will be subject to the exclusive jurisdiction of the courts of Paris (France).

# APPENDICES

## General Terms and Conditions of Third-Party Agents Implemented in the Framatome Procurement Portal

### 1.1 BRAVOSOLUTIONS

#### GENERAL TERMS AND CONDITIONS GOVERNING PARTICIPATION AS A SELLER IN EVENTS ORGANISED ON BRAVOSOLUTION'S TECHNOLOGICAL PLATFORM (SELLER TERMS AND CONDITIONS)

#### 1. INTRODUCTION

- 1.1 BravoSolution S.p.A is a company whose business activity includes support and consulting services in the field of e-sourcing and the design and supply of IT solutions for carrying out electronic transactions.
- 1.2 BravoSolution S.p.A controls Italian and foreign companies that supply the services defined in Clause 1.1 above. For the purpose of these general terms and conditions, the term **BravoSolution** refers to: (i) BravoSolution S.p.A or an Italian company it controls, if the Events (as defined in Clause 2.1) are conducted by BravoSolution S.p.A or one of its Italian subsidiaries; (ii) BravoSolution France S.A.S, if the Events (as defined in Clause 2.1) are conducted by BravoSolution France S.A.S; or (iii) BravoSolution Espana S.A., if the Events (as defined in Clause 2.1) are conducted by BravoSolution Espana S.A.

#### 2. PURPOSE

- 2.1 The purpose of this document (the **Seller Terms and Conditions**) is to set forth the terms and conditions according to which particular individuals, acting in the context of their company or their institutional or professional activity (the **Seller** or **Sellers**) may participate as sellers, by invitation, in dynamic negotiation events, tenders and other events (the **Events**) organised by an individual acting in the capacity of Buyer (the **Buyer**), on the technological platform of BravoSolution (the **Platform**), composed of *hardware* and *software* belonging to the latter.
- 2.2 Events take place according to the 'Rules Governing Participation in the Dynamic Negotiations, Tenders and Other Events Organised on the BravoSolution Platform' (the **Rules**), appended hereto. The Seller Terms and Conditions and Rules constitute the entire agreement between each Seller and BravoSolution (the **Agreement**).

#### 3. REGISTRATION ON THE BRAVOSOLUTION WEBSITES - PARTICIPATION IN EVENTS

- 3.1 Registration on BravoSolution's Websites (the **Websites**) is a mandatory requirement for participation in Events. To this end, the Seller must forward to BravoSolution accurate, error-free information concerning its identity and any other data that BravoSolution may deem necessary or useful for its identification (the **Registration Data**).
- 3.2 When Registering, the Seller selects one or more identification codes (*User ID*), and one or more passwords (*Password*) are attributed to it. Registration is complete upon validation of the *Password* and *User ID* by BravoSolution.
- 3.3 The *User ID* and *Password* are strictly personal and may not be assigned. The Seller undertakes not to disclose them to third parties and to keep them safe and protect them with the utmost care. It will be solely responsible for their use by third parties and undertakes, in any event, to inform BravoSolution immediately in the event of their loss or theft.
- 3.4 Once the *User ID* and *Password* have been validated, the Seller may, if invited, take part in Events by means of

a computer with a Web browser and connected to the Internet pursuant to the minimum configuration requirements indicated by BravoSolution. The cost of acquiring, installing and configuring such *hardware* and *software* is borne solely by the Seller.

- 3.5 In addition to the Rules, Events also take place in accordance with any publication letter regarding the Event or series of Events (the **Publication Letter**), as well as with the provisions and definitions contained in the Platform's information pages.
- 3.6 The Seller designates the person authorised to use the Platform (the **Principal User Account**) in the area **provided to that effect at the end of the Agreement**. In the absence of any specifically designated person, the Seller is deemed to designate the signatory of the Agreement as the Principal User Account.
- 3.7 BravoSolution grants the Seller the right to:
- (i) authorise other individuals to use the Platform (the **Operational User Accounts**),
  - (ii) revoke this authorisation and extend or restrict the scope of rights granted to the Operational User Accounts. BravoSolution may, at its sole discretion, refuse requests by the Seller to authorise or extend Operational User Accounts.

#### 4. SELLER'S OBLIGATIONS AND WARRANTIES

- 4.1 As regards its use of the Platform, the Seller undertakes to:
- (i) Comply with all the provisions laid down in the Seller Terms and Conditions, the Rules and the Publication Letter;
  - (ii) Refrain from any behaviour or practice that is anti-competitive or liable to breach the legal or regulatory provisions in force of the rights of third parties, as well as from disseminating any false, misleading or unlawful information;
  - (iii) Treat the data and information concerning each Event as strictly confidential;
  - (iv) Use and configure its own hardware and software in order to ensure that Events are covered by the best possible IT security;
  - (v) Where applicable, pay the fee agreed upon each time with BravoSolution for the Events in which it takes part.
- 4.2 As regards its use of the Platform, the Seller represents and warrants that it has every right to freely dispose of any data, information and content provided to BravoSolution and/or the Buyer, and that their use by BravoSolution for the purposes of this Agreement does not breach any third-party right, nor violate any legal or regulatory provision.
- #### 5. TERMINATION - RIGHT OF WITHDRAWAL
- 5.1 BravoSolution will have the right to terminate the Agreement in the event of failure by the Seller to perform any one of the obligations laid down in Clauses 4 and 7.2 of this document, as well as in the event that the Seller is subject to court-ordered liquidation proceedings (or other insolvency procedures).



**GENERAL TERMS AND CONDITIONS GOVERNING PARTICIPATION AS A SELLER IN EVENTS ORGANISED ON BRAVOSOLUTION'S TECHNOLOGICAL PLATFORM (SELLER TERMS AND CONDITIONS)**

- 5.2 Subject to Clause 5.3 below, BravoSolution and the Seller have the right to terminate the Agreement at any time by letter, fax or email. This termination must be confirmed by registered letter with acknowledgement of receipt.
- 5.3 The Seller may not, however, exercise this right while an Event in which it is taking part is in progress, including during the award phase.
- 6. BRAVOSOLUTION'S WARRANTY**
- 6.1 BravoSolution will incur no liability for harm of any nature whatsoever sustained by the Seller as a result of any use, malfunction, defect or delayed use and/or interruption or suspension of use the Platform, including damage resulting from a loss of sales opportunities, loss of earnings, loss of data, damage to its image, demand for compensation or any other claims by third parties, where the cause of such harm is:
- (a) a force majeure event such as, for example: a power cut or disruption to the telephone lines or Internet connection caused by a third party, strikes, industrial disputes, wars, reasons of State or actions by the civil or military authorities, embargos, acts of vandalism or terrorism, epidemics, floods, earthquakes, fire or other natural disasters;
  - (b) misuse of the Platform by the Seller and/or the Buyer;
  - (c) an operational defect in the connection devices used by the Seller and/or the Buyer;
  - (d) a failure of BravoSolution's IT systems, telecommunication devices and/or technical equipment lasting for fewer than 30 days.
- 6.2 The Seller acknowledges and accepts that:
- (i) BravoSolution reserves the right to suspend and/or interrupt its use of the Platform and/or revoke at any time the registration and authorisation of a User Account, subject simply to informing the Seller accordingly, without incurring any liability towards the latter as a result;
  - (ii) BravoSolution under no circumstances guarantees that the Buyer and Sellers will enter into a sales agreement and remains entirely disassociated therefrom and from any dispute that may arise between them;
  - (iii) The Platform is usable as is, subject to no warranty of any kind; the Seller therefore waives any warranty, whether express or implied, such as the warranty of fitness for a particular purpose, for example.
  - (iv) The obligations assumed by BravoSolution under this Agreement constitute best-efforts obligations (*obligations de moyens*) and not obligations to achieve a particular set of results (*obligations de résultat*);
  - (v) BravoSolution cannot guarantee the capacity to act or the good faith of those who use the Platform;
  - (vi) BravoSolution does not guarantee the accessibility, truthfulness, exhaustiveness or legal compliance of the content of websites to which any links inserted on the Websites may lead.
- 6.3 Without prejudice to the provisions of the foregoing clauses and paragraphs, BravoSolution may under no circumstances be asked to pay compensation for damage in excess of the sums paid by the Seller for the latter's participation in the Event to which the claim in question refers.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 The content and information provided to the Seller via the Websites, the Platform and the software used are the exclusive property of BravoSolution or have been licensed to the latter by third parties, and are protected by copyright or other intellectual property rights

- (including database rights).
- 7.2 The Seller undertakes not to download, reproduce, forward, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available on the Websites or received via the Platform for purposes unrelated to access to the Websites and use of the Platform, without BravoSolution's express, written authorisation.
- 7.3 The Seller accepts that the Registration Data, as well as data and information provided subsequent thereto, will be added a data bank compiled by BravoSolution and which will remain the latter's exclusive property.
- 7.4 The Seller grants BravoSolution throughout the entire term of the Agreement and free of charge, the non-exclusive and geographically unlimited right to use one or more of its distinctive signs (the 'Distinctive Signs') in order to perform its obligations under the terms of the Agreement.
- 8. PERSONAL DATA PROCESSING**
- 8.1 Data provided by the Seller will be processed by BravoSolution in compliance with the legal provisions regarding the processing of personal data, for the purposes indicated below:
- (a) Fulfilment of the obligations laid down in national, EU and international regulations;
  - (b) Use of the Platform, including all preliminary and subsequent activities;
  - (c) Communications regarding BravoSolution's services, business opportunities and any statistical surveys;
- 8.2 Consent to the processing of data for the purposes indicated above in paragraphs (a) and (b) is necessary in order to fulfil the legal and contractual obligations. Consent to the processing of data for the purposes indicated above in paragraph (c) is necessary to enable the Seller to obtain information regarding potential business opportunities and to be able to use the Platform more effectively.
- 8.3 The Seller has been informed of the purposes of the data processing and consents to their being processed and disseminated by BravoSolution for:
- (i) the purposes indicated in paragraphs (a) and (b)  
YES  NO
  - (ii) the purposes indicated in paragraph (c)  
YES  NO
- 8.4 BravoSolution is the data controller with regard to the processing of personal data. The Seller may contact BravoSolution to exercise the rights provided for in the regulations in effect, by writing to it at the address indicated in Clause 9 below.
- 9. CORRESPONDENCE**
- All correspondence must be sent:
- (a) To the Seller at the email address provided to BravoSolution upon registration;
  - (b) To BravoSolution at info@BravoSolution.fr.
- Correspondence by fax or by registered letter with acknowledgement of receipt may be addressed to the Seller at the address provided to BravoSolution and to BravoSolution at the address indicated on the information page of the www.bravosolution.com website concerning the company within the BravoSolution Group to which the correspondence is addressed.

**GENERAL TERMS AND CONDITIONS GOVERNING PARTICIPATION AS A SELLER IN EVENTS ORGANISED ON BRAVOSOLUTION'S TECHNOLOGICAL PLATFORM (SELLER TERMS AND CONDITIONS)**

**10. MODIFICATION OF THE SELLER TERMS AND CONDITIONS**

- 10.1 The Seller agrees that BravoSolution may modify the Seller Terms and Conditions at any time by notifying it accordingly by fax or by email at the addresses indicated in Clause 9 above.
- 10.2 Such modifications will be deemed to be accepted by the Seller by tacit consent upon the expiry of 15 days from the sending of the notification provided for in Clause 10.1 above, if BravoSolution has not received any response from the Seller expressing its intention not to accept them. In any event, the Seller's continued use of the Platform will constitute acceptance of the modifications concerned.
- 10.3 The Parties acknowledge that the Seller's acceptance of the modifications may not be only partial and must be understood as referring to all the modifications concerned.
- 10.4 The Seller reserves the right to terminate the Agreement subsequent to the notification referred to in Clause 10.1.

**11. AGREEMENT IN FAVOUR OF A THIRD PARTY**

The Seller acknowledges that the Agreement is also entered into for the benefit of the Buyer. Accordingly, the latter may assert its rights under the Agreement directly against the Seller.

**12. CONFIDENTIALITY OF COMMERCIAL INFORMATION - IT SECURITY**

- 12.1 The data and information concerning each Event are processed by BravoSolution in a strictly confidential manner.
- 12.2 BravoSolution implements the most appropriate procedures and resources in order to guarantee IT security during the Events.

**13. GOVERNING LAW AND JURISDICTION**

- 13.1 Any dispute arising in connection with the interpretation, performance or termination of the Agreement or participation in a particular Event will come within the exclusive jurisdiction of the court in the area where the registered office of the BravoSolution Group company having conducted said Event is situated, and will be subject to the national law of said court.
- 13.2 In the event of a dispute concerning the interpretation, performance or termination of the Agreement that is not connected to participation in a particular Event, the court with jurisdiction will be that in the area where the registered office of the BravoSolution Group company with which the registration referred to in Clause 3.1 was made is situated.
- 13.3 The competent courts and governing laws for the application of the provisions of Clauses 13.1 and 13.2 above are as follows: - BravoSolution S.p.A and its Italian subsidiaries - Court of Milan - Italian law - BravoSolution France S.A.S - Court of Paris - French law - Bravosolution Espana S.A. - Court of Madrid - Spanish law

**SELLER'S SIGNATURE AND COMPANY STAMP**

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The Seller represents that it has carefully read and expressly accepts the provisions of the following clauses: Clause 3.6 (designation of the Principal User Account), Clause 3.7 (designation of the Operational User Accounts), Clause 4 (Seller's Obligations and Warranties), Clause 5 (Termination - Right of Withdrawal), Clause 6 (Limitations of Liability and Absence of Bravosolution Warranty), Clause 7 (Intellectual Property Rights), Clause 10 (Modifications to the Seller's Terms and Conditions), Clause 11 (Agreement in Favour of a Third Party), Clause 13 (Governing Law and Jurisdiction).

**SELLER'S SIGNATURE AND COMPANY STAMP**

\_\_\_\_\_  
DATE

Appendix: Rules for participation in Dynamic Negotiations, Tenders and any event that may be organised on the BravoSolution Platform

**DETAILS REGARDING THE PRINCIPAL USER ACCOUNT (CLAUSE 3.6)**

SELLER'S COMPANY NAME:

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REPRESENTED BY:

FIRST NAME:

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LAST NAME:

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POSITION:

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