

1. SCOPE

These standard terms and conditions of purchase (hereinafter referred to as "T&C") shall govern and form part of the order (hereinafter referred to as "Order"). T&C shall apply to any and all types of purchase, in particular, to the purchase of goods (hereinafter referred to as "Product(s)") and/or the performance of services (hereinafter referred to as "Service(s)"). The term "Supply(ies)" means the "Products" and/or the "Services". These T&C shall be applicable in the absence of a dedicated contract signed between the parties related to the Supplies.

2. ORDER

2.1 The Supplier is prohibited from commencing performance of the Supplies until it has obtained an Order to such effect. Should the Supplier commence performance it shall do so at its sole risk and shall not be entitled to seek compensation and/or damages from the Purchaser, should the Purchaser not issue an Order for such Supplies.

2.2 Acceptance of an Order by the Supplier shall be done either by (i) sending back, without modification, the acknowledgment of receipt of the Order by mail, e-mail or electronic portal, within seven (7) days as from the date on which the Order was issued or (ii) starting performance of the Order.

2.3 By accepting the Order, the Supplier warrants having received all the information, documentation, etc..., allowing it to be bound by and to perform the Order. The onus is on the Supplier to request all information it deems necessary to ensure its proper performance of the Order.

2.4 Any modification, even minor, of the Order is subject to the prior written agreement of the Purchaser.

3. PACKAGING AND CONSIGNMENT DOCUMENTS

3.1 All packaging, packaging materials, storage and warehousing shall be in strict compliance with the Agreement, applicable industry rules, related standard practices, any applicable requirements of the carrier, and the applicable laws and regulations of the countries of dispatch, transit and destination.

3.2 Each package must visibly display on the outside of the packaging, in addition to all legal obligations and/or any specific requirements stated in the Order, the following information : reference of the Order; description of the Supplies; quantity delivered and/or the gross or net weigh; code, date and part and serial numbers, if applicable; address of the place of delivery; certificate of conformity; storage conditions.

3.3 For each delivery, the Supplier shall attach a delivery slip containing the packing list as well as the information appearing in the Order used to identify the Supplies and to check the quality and quantity thereof.

4. DELIVERY, DELAYS

4.1 The delivery dates are mentioned in the Order. On-time delivery is of the essence of the Order.

Supplier shall notify the Purchaser without undue delay of any event that could jeopardise its compliance with a delivery date and shall take all commercially reasonable steps to avoid or limit a late delivery. Within eight (8) days of the notification, the Supplier shall provide a written report giving details of the current status of the Order and the reasons for any foreseeable delay, including proof thereof; the steps taken or to be taken by the Supplier to avoid or limit the late delivery; and, if possible, a new delivery date.

4.2 Without prejudice to Purchaser's right to terminate the Order as per Article 4.4 below, the Purchaser is entitled to charge, a penalty of point three (0,3%) percent of the price of the delayed Supply per day of delay, up to a maximum amount of fifteen (15%) percent of the price of the delayed Supply. The Purchaser shall notify the amount of owed penalties. Failure to contest within thirty (30) days of notification, the said amount shall be set-off from any amounts owed by the Purchaser to the Supplier.

4.3 For any delay exceeding one (1) month, the Purchaser reserves the right to terminate the Order in accordance with the terms of Article 14 hereinafter.

4.4 Early or partial deliveries require the Purchaser's prior written consent.

5. ACCEPTANCE

5.1 A noncompliant Supply may be refused by notifying the Supplier by email or regular mail, describing the reasons for said refusal. No payment shall be due for a refused Supply.

5.2 As from notification, the Supplier shall have seven (7) days within which to verify the noncompliance and propose remedial measures. If the Purchaser refuses the remedial measures, the Supplier must take back the refused Supply within the next seven (7) days. In such a case, the Supplier shall replace it with a compliant Supply without delay and without prejudice to Purchaser's rights to claim for penalties for delay as from the Supply's initial contractual delivery date. The costs and risks of the return of the refused Supply and delivery of the replaced Supply shall be borne by the Supplier.

5.3 Any inspection of the Supplies by Purchaser prior to delivery shall be without prejudice to any contractual and legal warranties.

6. PRICE, INVOICING AND TERMS OF PAYMENT

6.1 The prices of the Supplies are set in the Order. Prices are fixed, firm, not subject to adjustment and prices include all applicable taxes, fees, and duties, excluding value added tax (VAT) which shall be billed by the Supplier in addition to the price or paid directly by the Purchaser if permitted under the applicable tax regulations. If the Purchaser is required to withhold part of the payment made to the Supplier, it shall deduct such tax from the payment made to the Supplier, it shall pay the remaining amount to the Supplier and shall send to the Supplier written proof of payment within thirty (30) days of receiving such proof from the tax authorities. If a tax treaty signed between the Purchaser's and the Supplier's country provides for the application of a reduced rate of withholding tax, the Purchaser shall apply the reduced rate provided that the Supplier provides a proof of residence for tax purposes (or any other document required by tax authorities) at least thirty (30) days prior to the payment date of the invoice. The Supplier may benefit from shorter payment terms by joining the reverse factoring program implemented by the Purchaser with a 3rd party financial provider, enabling payment of the Supplier invoices before their due date.

6.2 The Supplier shall issue all invoices in duplicate. Invoices must be addressed to the Purchaser's accounts department and sent to the address stated in the Order. Invoices shall contain the following information: the Order reference, Order line number, full description of the Supplies, number of items ordered and delivered, series number, currency as per the Order, country of origin and customs code, where applicable, date and references of the delivery slip as well as the price of each Supply. Moreover, the invoices shall mention the payment due date and the rate of late payment penalties.

Invoices shall be paid within forty-five (45) days end of billing month, calculated as from the date on which the invoice is issued or thirty (30) days for Orders related to the transport sector, as stated in the French Commercial Code. In case of a late payment, late payment liquidated damages shall be paid, calculated at a rate equal to three times the legal interest rate applicable in France, plus a fixed sum for collection costs equal to forty (40) Euros. This fixed sum is subject to adjustment by French law.

6.3 If the Supplier issues an invoice that fails to meet any legal and/or contractual requirement the Purchaser may return the invoice to the Supplier stating the reason for the rejection. The Supplier shall then issue a new, correct invoice and the delay for payment shall start on the date on which such invoice is issued.

7. WARRANTY

7.1 The Supplier warrants that the Supplies are compliant with the product data sheet, technical specifications, and/or statement of work, in addition to the terms and conditions of the Order, all legal requirements and good industry standards.

7.2 The contractual warranty period is eighteen (18) months as from the delivery date. The contractual warranty covers at Purchaser's discretion the free replacement or repair of the Supplies (parts and labour). The Supplier shall bear all corresponding costs as well as carriage costs (return and reshipping). The Supplier undertakes to replace or repair within seven (7) days as from the notification of the defect. If the Supplier fails to properly replace or repair in due time, the Purchaser reserves the right to carry out or have a third party carry out its obligations at the Supplier's expense and risks.

7.3 Supplies replaced or repaired under the terms of this Article 7 will be covered by a new warranty period equal to the remaining period of time of the initial warranty period.

7.4 The Supplier remains liable for any loss suffered by the Purchaser and/or its customers due to the noncompliant Supply.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Supplier's Background IPR. The intellectual property rights (i) owned or controlled by either party prior to the entering into force of the Order, or (ii) generated or acquired by either party at any time independently from the performance of the Order ("Background IPR") shall remain the property of the owning party.

Supplier shall grant to the Purchaser, in consideration for the price, a non-exclusive, irrevocable and worldwide license, with a right to sub-license, to use, have used and exploit the Background IPR of the Supplier, to the extent that such Background IPR is necessary for the Purchaser to use and exploit the Supplies and/or Results. This license shall apply to the above-defined extent only, and shall be valid for the duration of the legal protection of the Background IPR in question. In the case of software incorporated into a Product, the Supplier grants to the Purchaser a non-exclusive right to use the software as incorporated into the Product, in executable version, for the entire life cycle of the Product, on a worldwide basis. This right is transferable to the final client using the Product, in the limits of the present article.

8.2 Thales Asset. Any non-tangible asset of the Purchaser, such as files, data received and processed and deleted and/or data of the Purchaser, which is used for the performance of the Order, and/or (ii) any tangible asset of the Purchaser which is used, transformed or/and transferred in the context of the Order (Thales Asset) remains the property of the Purchaser at all times. The Supplier must not access, use or modify (or otherwise process), or permit third parties to access to, use or modify (or otherwise process), any Thales Asset, except for the sole purpose of performing the Supplier's obligations under the Order (but only to the extent necessary to perform those obligations), or as otherwise instructed by the Purchaser in writing. The Client reserves the right to require Supplier to promptly change, update, destroy, and return any Thales Asset, in any manner, under the responsibility of the Supplier.

8.3 Third party rights. To perform the Order, the Supplier undertakes not to use a third party's intellectual property rights without said third party's prior written permission and warrants that it possesses or holds licences to all intellectual property rights necessary for the use of Supplies. The Supplier shall exclusively bear the expense of royalties or fees that may be owed for such use.

8.4 Assignment of the Results. Title to all results generated by performance of the Services and the intellectual property rights attached thereto, including Products built from specifications provided by the Purchaser or developed by the Supplier for the Purchaser ("the Results") shall vest exclusively and immediately upon their creation in the Purchaser. In this respect, if the Results include copyright, the Supplier shall transfer and assign on an exclusive and definitive basis to the Purchaser, for the legal duration of the copyright protection and on a worldwide basis, all author's rights attached thereto. These rights include the rights of reproduction, representation, modification, adaptation, translation and marketing in all forms, in full or part, by any means and on any current or future media. The Supplier assigns to the Purchaser all rights to file patents on inventions that it could generate by performing the Services. For this purpose, the Supplier undertakes to give the Purchaser, and if applicable, to have its employees give all necessary authorisations to file, in France and abroad, any patent whatsoever related to the Results that the Purchaser wishes to file. In return, the Purchaser grants the Supplier a free and non-exclusive license of said patents for use in fields that are out of the Purchaser's scope, as specified in the Universal Registration document duly filed each year by Thales to the Financial Markets Authority.

8.5 IP Infringement. The Supplier shall hold harmless and indemnify the Purchaser from and against any claim brought in any place whatsoever by a third party founded on the infringement of that third party's intellectual property rights by the use and/or exploitation of the Supplies. The Purchaser shall notify the Supplier of any claims of such kind. In the event of a disputed claim, whether substantiated or not, the Supplier undertakes under the aforementioned hold-harmless obligation, at Purchaser's discretion, either to cooperate with or actively assist the Purchaser during proceedings or to intervene voluntarily and promptly in proceedings and to manage the legal action. In the event of an extra-judicial claim, whether substantiated or not, the Supplier undertakes to take all necessary measures to settle the dispute with the third party and to keep the Purchaser informed. If the Purchaser has to discontinue using all or part of the Supplies, without prejudice to Purchaser's right to terminate the Order, the Supplier undertakes to immediately implement one of the following solutions, in any event at its sole expense:

- Either obtain the right for the Purchaser to freely use the Supply; or
- Provide a fit, form and function equivalent modification or replacement so that user's rights may no longer be contested.

The Supplier undertakes at its sole expense to take back any infringing stocks of Supplies that have already been delivered. In any event, the aforementioned modifications and/or replacements must fully comply with the contractual documents of the Order. In relation to the above claims, any amounts/expenses that the Purchaser has to bear, in any respect whatsoever, in particular, for costs, fees, damages shall be fully and promptly reimbursed by the Supplier upon Purchaser's first request.

8.6 The price mentioned in the Order shall include the price of the assignment of the rights mentioned as well as all other commitments of the Supplier in application of this Article 8.

9. CONFIDENTIALITY/ADVERTISING

9.1 Each party undertakes not to disclose, except on a strict need-to know basis, all information which by its nature should be reasonably considered confidential, whether communicated orally or in writing by the other party, in any form and on any medium during the performance of the Order.

During the performance of the Order and for a five (5) year period after its expiry or termination, each party undertakes to take all necessary measures with its personnel and with regard to persons and/or companies with which it is in contact to ensure strict compliance with the confidentiality obligations herein.

9.2 The Order, its object and its conditions, as well as Thales Asset shall be considered as confidential information.

10. TRANSFER OF TITLE AND RISKS

The Products shall be delivered as per the Incoterm® 2020 mentioned in the Order. Title to each Product shall pass simultaneously with the transfer of risks as defined under the chosen Incoterm.

11. FORCE MAJEURE

The Supplier shall inform the Purchaser in writing, with supporting evidence, of any force majeure event that prevents it from performing its obligations under the Order, within five (5) working days as from the occurrence of the force majeure event and specify the foreseeable duration and consequences thereof.

Social conflicts (apart from general strikes) and increases in the prices of raw materials shall not be deemed to constitute force majeure events. In the event all or part of the Supplies are delayed due to a force majeure event for a period exceeding thirty (30) days, the Purchaser shall be entitled to terminate the Order by sending a registered letter with immediate effect as at the date of such letter.

12. LIABILITY

The Supplier is liable for the performance of its obligations under the Order. The Purchaser is entitled to claim direct material and immaterial damages (construed under French Law as “*dommages matériels ou immatériels directs*”) for all losses that it has suffered due to the acts or omissions of the Supplier, its agents, employees or subcontractors.

The Supplier remains liable for all corporal, material or immaterial damages caused to the Purchaser or any third party that are attributable to it or to its agents, employees, subcontractors, suppliers or service providers in the limits of the value of the Order. The Supplier remains liable for performance of the Order even if part of the Order is subcontracted. Nothing in the Order shall exclude nor limit the liability of the Supplier for infringement of third-party intellectual property rights, breach of its confidentiality obligations and/or violation of personal data protection, cybersecurity obligations and/or export control regulations.

13. INSURANCE

13.1 Without in any way limiting the liability incurred by Supplier, Supplier shall take out and maintain with reputable insurers, insurance policies offering appropriate cover and benefits, based on the risks incurred and for the total duration of the aforementioned risks. Supplier shall subscribe insurance policies covering, without limitation, damage suffered by its assets including its information system against cyber risks, its staff members, the Purchaser, or third parties (Professional Civil Liability, Liability for Defective Product, etc...).

13.2 Supplier shall provide the Purchaser, upon request and at least once a year, with its certificate of insurance, per policy subscribed, duly signed by its insurers under which the existence, the coverage and the validity period of the insurance are certified.

13.3 Supplier shall inform, without undue delay, the Purchaser of any changes that may adversely affect its insurance coverage, including a change of insurance company.

13.4 Supplier shall declare to its insurers its business activities accurately and shall pay all fees.

14. TERMINATION

14.1 Without prejudice to any damages it may be entitled to claim, each party to an Order may terminate, all or part of said Order, in the event the other party fails to remedy a material breach within thirty (30) days of receipt of a notice sent by registered letter with acknowledgement of receipt.

14.2 In the event of termination of the Order under the conditions referred to in Article 14.1 above, the Supplier undertakes, at Purchaser's request, to assign to it the stock of raw materials in process and/or finished or semi-finished Products and/or the buffer stock that it uses to fulfil the Order and that it holds on the date of termination and/or study in progress.

14.3 If the termination is requested by the Purchaser, it shall notify under the termination letter if the termination takes effect on the termination letter date or if the parties shall restore integrally what they have obtained from each other under the Order before termination. Should the termination be requested by the Supplier or should the Purchaser not precise any starting point, then the termination shall be for the future only and start on the termination letter date.

14.4 In the event of termination by a customer of the Purchaser of the prime contract for which the Supplies are being purchased, the Purchaser may terminate all or part of the Order, with a thirty (30) day prior notification by registered letter. The parties will discuss how to assess the consequences of this termination.

14.5 Thales Asset or any portion thereof shall not be retained in any manner whatsoever, beyond the duration of the Order, except as required by law or unless otherwise instructed by the Client.

15. GLOBAL TRADE COMPLIANCE

15.1 For the performance of the Order and to the extent applicable to the Order, each party shall comply with (i) all laws and regulations related to import and export control, and national security and strategic interest, and (ii) all

economic sanctions or restrictions, in force in all countries (including the Parties' countries, the United States of America and the United Kingdom) and in all international trade organisations (including the European Union and the United Nations), hereafter collectively referred to as "Trade Regulations".

15.2 The Supplier shall notify the Purchaser, using the Thales Group form referred to as the "Commodity Export Classification Certificate" ("CECC"), should all or part of a Supply, including the technologies used for its development and/or manufacture be subject to any Trade Regulations. The Supplier shall ensure that all classification information delivered is complete and accurate. To the extent possible, the CECC shall be delivered with the commercial proposal and at the latest prior to acceptance of the Order. The issuance of the Order is conditioned to the Purchaser having the CECC duly completed and signed.

15.3 The Supplier warrants that it has not and will not use for the development, manufacture and performance of the Supplies any tangible or intangible goods which are controlled by United States of America International Traffic in Arms Regulations ("ITAR").

15.4 Prior to the acceptance of an Order, the Supplier shall use its best efforts to obtain all required licenses/authorisations permitting the exportation, re-exportation or the transfer of the Supplies. The Supplier shall obtain such licenses/authorisations in a timely manner so as not to have an adverse effect on the delivery dates.

15.5 Should a license/authorisation be refused or withdrawn prior to the delivery of the Supplies, the Supplier shall notify the Purchaser, as soon as commercially reasonable and at the latest within five (5) working days. The Purchaser shall be entitled to terminate the Order.

15.6 The supply, importation and exportation of cryptology means and services in and from France are regulated activities. These operations are subject to either a declaration or an authorisation process administered by the French National Cybersecurity Agency ("ANSSI"). Supplier undertakes to make the necessary filings and abide by the appropriate process. Upon Purchaser's request, the Supplier shall provide, within a maximum of five (5) working days, proof of filing for the declaration process or a copy of the granted certificate for the authorisation process.

15.7 The Supplier shall notify, as soon as commercially reasonable and at the latest within five (5) business days, of any new conditions or restrictions of a license/authorisation which may affect the rights and/or obligations of the Purchaser to use, transfer, export and re-export the Supplies. The notification shall specify all information necessary to understand and evaluate the new situation and its consequences. The parties undertake to open negotiations in order to determine the consequences of these changes on the Order.

15.8 Upon Supplier's request, the Purchaser shall inform the Supplier of the export control classification of any information or good, either material or immaterial (such as documentation, software, etc...) to which the Supplier may be given access to under an Order.

15.9 The delivery of the Supplies may be conditioned to the Purchaser having, on the delivery date, all required national, international and supra-national licenses/authorisations. The Purchaser shall use its best efforts to obtain all required licenses/authorisations prior to the delivery date. Should any of the required licenses/authorisations be refused or withdrawn, the Purchaser shall be entitled to terminate the Order by way of written notification and as at the date of such notification. Should the Purchaser decide to terminate the Order, it shall bear no liability whatsoever.

15.10 The Purchaser shall specify in the Order any export regulation constraints incurred in case of access or possession of export controlled tangible or intangible goods by the Supplier during the performance of the Order. The Supplier undertakes not to give access to these goods to persons not authorised under the Trade Regulations.

15.11 The Supplier undertakes to ensure the protection of classified information and materials (procedures, objects, documents, information, information technology networks, computerised data or files possessing an attribute of national defense secret) that it may have knowledge of and/or possess during its performance of the Agreement, taking into account the special provisions specified in the Order. General Interministerial Directive N°1300 on the protection of national defense secret shall apply in that case.

15.12 The Supplier shall ensure that the aforementioned provisions shall be flowed down on its subcontractors and suppliers, if any.

16. COMPLIANCE WITH ENVIRONMENTAL PROVISIONS AND PREVENTION OF RISKS IN TERMS OF SECURITY

16.1 The Supplier grants that the manufacture and the delivery of the Supplies is compliant with all applicable international, European and national regulations concerning health, safety and environment, including but not limited to those pertaining to products, chemical substances and dangerous preparations (ex: REACH, RoHs etc), including during their transportation to the place of delivery; supply of minerals extracted in conflict areas; circular economy waste (ex: reuse and recycling); energy consumption; preservation of natural resources and protection of soils, waters, air, biodiversity and ecosystems; carbon footprint; electric protection and protection against fires, electromagnetic / ionizing / optical/radioactive radiations; vibration levels; safety and protection of persons; prevention of pollution and other nuisances (sound, visual, olfactory).

16.2 The Supplier undertakes to inform the Purchaser of any breach of regulations mentioned in 16.1 and shall hold Purchaser harmless from any consequences resulting from the Supplier's breach of the obligation described in this article. Specific recommendations/instructions related to these potential breaches will be provided to the Purchaser in order to ensure the safety of use and scrapping of Supply throughout its life cycle, including end of life.

16.3 In the event of a delivery in the European Union, if the Supplier is located outside the European Union, it nevertheless shall ensure the compliance of its Supply with European Union regulations and directives, and shall produce the required accompanying documents, unless otherwise explicitly clarified by the Purchaser. sure compliance with all the norms and regulations applicable in the destination country.

16.4 The Supplier undertakes to require that its own suppliers and subcontractors comply with the same obligations as those described above.

16.5 The Supplier acknowledges that security is essential to the Purchaser and as such the Supplier's compliance with all security related laws, regulations, norms and rules is of the essence of the Order; failure to comply with any such laws, regulations, norms or rules shall constitute a fundamental breach. Should the Supplier or one of its subcontractors discover or be notified of a security incident or potential risk thereof, the Supplier shall inform the Purchaser with undue delay and within a maximum time-period of twenty-four (24) hours. [mailto:](#)

16.6 In the event of an intervention on the premises of the Purchaser or its clients, the Supplier undertakes to comply with all the applicable rules concerning health, safety and environment, as well as internal rules. In particular, before any performance or intervention, it undertakes a risk analysis, as well as an analysis of impacts pertaining to health, safety and environment and implements all the appropriate measures of protection and management. It commits to sign all the necessary prevention plans.

16.7 The Supplier undertakes, upon a simple request, to transmit to the Purchaser its performance data on safety, waste management and carbon footprint. In particular, the Supplier takes all the appropriate measures to mitigate the carbon footprint related to the manufacturing and the performance of Supplies. To this end, upon request of the Purchaser, it provides information concerning the methodology and the follow up on greenhouse gas emissions (scope 1, 2, 3), as well as objectives put into place to reduce its carbon footprint and the measures taken to achieve it.

17. COMPLIANCE WITH LABOUR LAW

17.1 The Supplier warrants not to sell or provide Supplies that have been produced or performed in breach of the International Labour Standards published by the International Labour Organisation.

17.2 In accordance with French law, the Supplier hereby certifies having not committed a breach of any labour laws such as hiring undeclared workers, illegal subcontracting ("*marchandage*"), illicit hiring of labour ("*prêt illicite de main d'oeuvre*"), employing a non-national without a work permit, irregular cumulation of jobs, fraud / false declaration (art. L8211-1 of French labour code), human slavery or foreign labour trafficking.

17.3 In order to comply with the regulations on the fight against illicit work, the Supplier shall communicate to the Purchaser, upon acceptance of an Order(s) for a minimum amount of five thousand (5,000) euros excluding taxes per year, and every six (6) months during the term of the Order(s):

- a copy of its valid certification of incorporation or any legal proof of its company's registration, dating from less than three (3) months, or one of the documents mentioned in article D8222-5 of French labour code; and,
- a copy of its declarations to social protection agencies or tax administration under the legal provisions in force, or any document certifying that it is up to date with its social security and tax obligations in its country of registration;
- if the Supplier is registered in France, a sworn statement regarding employment (or non-employment) of non-EEA (European Economic Area) nationals. If the Supplier is registered in another country, a sworn statement that its employees receive pay slips conforming to applicable legal mandatory requirements

17.4 Supplier shall be the sole manager of all employees that it assigns to perform the Order and therefore shall be responsible and bear all related costs for supervising, training, managing, remunerating and more generally ensuring compliance with all labour and health & safety laws and regulations. Supplier's and its Subcontractors' employees accessing the Purchaser's or Customer's premises shall comply with all rules and instructions applicable at the premises.

17.5 The Supplier undertakes to provide its own employees with a safe and healthy working environment, in accordance with the legal and regulatory standards applicable, including without limitation health, safety and non-discrimination.

17.6 The Supplier undertakes to impose the substantially same obligations as those above on its own suppliers and subcontractors. The Purchaser reserves the right to carry out audit(s). The Supplier shall be fully responsible for all consequences of its violation of said provisions and shall bear all costs and liabilities that the Purchaser has to assume in this regard.

18. PERSONAL DATA PROTECTION

18.1 The parties shall comply with any data protection laws and regulations that apply in the context of the performance of this Agreement, in particular the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and any other laws or regulations relating to the processing of personal data (altogether, “Applicable Data Protection Legislation”).

The Purchaser shall act as a data controller and Supplier, acting as data processor, shall be processing the Purchaser’s or the Purchaser’s customer’s personal data (THALES personal data) according to the Purchaser’s documented instructions and for no other purposes than the one expressly defined and approved by the Purchaser, unless required to do so by European Union or Member State law to which Supplier is subject; in such case, Supplier shall inform the Purchaser of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

18.2 The processing carried out by the Supplier on behalf of the Purchaser under this Agreement shall consist in hosting, and/or consulting and/or using THALES personal data, only for the purposes defined herein, as well as deleting THALES personal data in accordance with the Purchaser’ instructions, in particular at the end of the processing duration (i.e., the end of this Order). The processing is necessary for the provision of the Services by the Supplier to the Purchaser under this Order. The categories of the concerned THALES personal data are contact details and identification data. The types of the concerned data subjects are the Purchaser’ employees and/or suppliers and/or clients and/or prospects, as the case may be. In this regard, Supplier warrants and guarantees that it has in place and will implement and maintain appropriate technical, organizational and contractual measures (i) to ensure a level of security of THALES personal data appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk (in terms of likelihood and severity) to the rights and freedoms of natural persons, (ii) designed to implement data protection principles in an effective manner and to integrate the necessary safeguards into the processing in order to meet the requirements of Applicable Data Protection Legislation; and (iii) to ensure that, by default, only THALES personal data which are necessary are processed for the purposes defined by the Purchaser.

18.3 Where Supplier intends to rely on sub-processors for the performance of this Agreement, Supplier shall first obtain the Purchaser’ prior written consent. Supplier shall not share THALES personal data with any third party (including sub-processors) without the Purchaser’ prior specific written consent.

In addition, Supplier shall:

- ensure that persons authorized to carry out processing of THALES personal data are bound by confidentiality obligations equivalent to those set out in this Agreement;
- ensure that the sub-processors which carry out processing of THALES personal data are committed to the same data protection obligations as the ones applying to Supplier under this Agreement, in particular providing sufficient guarantees to implement appropriate measures in such manner that the processing will meet the requirements of Applicable Data Protection Legislation;
- ensure that its personnel and the one of the sub-processors are duly trained on their obligations when processing THALES personal data;
- remain fully liable to the Purchaser for the performance of the sub-processors’ obligations;
- not transfer THALES personal data out of the European Economic Area without the Purchaser prior written consent and if the Purchaser agrees to consider such transfer, facilitate the implementation of the measures defined by the Purchaser to ensure an adequate level of protection to the transferred THALES personal data;
- ensure the portability and the right to be forgotten of THALES personal data;
- immediately notify the Purchaser about any request of communication of THALES personal data it may receive from third parties, authorities or jurisdictions, as well as about any action and/or measures instigated by such third parties, authorities or jurisdiction regarding the processing of THALES personal data;
- immediately notify the Purchaser about data subjects’ requests and/or complaints it may receive in relation to the processing of THALES personal data, refrain from reverting to data subjects without the Purchaser’s prior written consent and provide the Purchaser with full co-operation and assistance in relation to any such request and/or complaint;
- allow the Purchaser to perform audits in relation to the processing of THALES personal data carried out in the context of this Agreement and commit to audit on a regular basis its sub-processors in relation to the processing of THALES personal data;
- cooperate actively with the Purchaser to enable it to comply with the Applicable Data Protection Legislation, in particular with its obligations set out in articles 32 to 36 of the GDPR (including the obligation to carry out a data protection impact assessment) and to assess and document the compliance of the processing of THALES personal

data, including by providing to the Purchaser any information that the Purchaser may need or that may be necessary;

- immediately notify the Purchaser if it believes that the Purchaser's instructions with respect to the processing of THALES personal data infringes any Applicable Data Protection Legislation and include sufficient details for the Purchaser to assess the basis of such belief.

18.4 In the event Supplier identifies or believes that there has been any personal data breach (as defined by the GDPR), Supplier shall notify the Purchaser without undue delay after becoming aware of such personal data breach and in any event within twenty-four (24) hours after becoming aware of such personal data breach.

Upon the Purchaser's request, Supplier shall provide to the Purchaser, without undue delay, a copy of THALES personal data it processes in the format prescribed by the Purchaser. In addition, upon expiry or termination of the Agreement, Supplier shall cease immediately any processing of THALES personal data and shall, upon the Purchaser's request, return and/or delete THALES personal data no later than one (1) month following the Purchaser's request, unless Supplier informs the Purchaser of the legal requirement preventing it from deleting all or part of THALES personal data. Supplier shall in such case implement, at its costs, the appropriate anonymization measures.

19. CYBERSECURITY

The Supplier acknowledges that security is a fundamental concern for the Purchaser and that compliance with the Purchaser's security requirements is an essential and determining condition of the Order. The Supplier shall comply with the security obligations described on its website : <https://www.thalesgroup.com/en/supplier-online>.

20. ASSIGNMENT

20.1 The assignment or transfer to a third party, of all or part of the Supplier's rights and obligations under the Order is subject to the Purchaser's prior written consent, with the exception of assignments of receivables.

In such a case, the Purchaser is entitled to terminate the Order by registered letter.

20.2 The Supplier expressly agrees that the Purchaser is free to assign or transfer to a third party, without any restriction, its rights and obligations under the Order and that such assignment or transfer discharges the Purchaser for the future.

21. INTEGRITY AND CORPORATE SOCIAL RESPONSIBILITY

21.1 Each Party, its executives and employees, shall act in compliance with the laws and regulations (including any applicable extraterritorial laws and regulations) against corruption and influence peddling applicable in its country of registration and in the country(ies) in which each Party carries on its business, (for the purposes of this Article "Regulations"). In addition, the definition of Regulations shall include the French law n° 2016-1691 of December 9, 2016, on Transparency, Fight Against Corruption and Modernisation (known as the Sapin II Law) for any Supplier meeting the criteria of applicability as set therein.

Whether directly or through third parties, neither Party shall propose any offer, promise, gift, present or benefit to any person for herself/himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision.

Neither Party shall solicit or accept for themselves any offer, promise, gift, present or benefit whatsoever, to make illegitimate use of their influence with a view to making or obtaining any favourable decision.

For any Party subject to the Sapin II Law, it declares having implemented a compliance program that meets the requirements of such law.

Supplier acknowledges that it has signed the Thales Integrity & Corporate Responsibility Charter and undertakes to comply therewith.

The Supplier undertakes to ensure that its subcontractors, suppliers and service providers adhere to a code of conduct substantially equivalent to the Thales Integrity & Corporate Responsibility Charter.

Any violation by the Supplier of this article shall be deemed a material breach of the Order, entitling the Purchaser to terminate the Order immediately and without prejudice to any other remedy for which it may be entitled under contract and/or law.

21.2 The Purchaser expects the Supplier to work, when possible, with companies employing disabled people (Secteur du Travail Protégé et Adapté - STPA) for the execution of the Order.

22. JURISDICTION – GOVERNING LAW

The Order is governed by French Law with the express exclusion of the Vienna Convention of 11 April 1980 for the international sale of goods.

Any dispute or claim that may arise in connection with the Order shall be first referred to the Thales internal mediator: mediation@thalesgroup.com. If not settled with Thales internal mediator, referred to the proceedings under the

International Chamber of Commerce (ICC) mediation rules. If the dispute has not been settled pursuant to the said rules within sixty (60) days following the filing of a request for mediation or within such other period as may be agreed in writing, such dispute shall thereafter be finally settled under the rules of arbitration of the ICC by one or more arbitrators appointed in accordance with the said rules of arbitration. The place of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall be confidential. In addition to the authority conferred upon the arbitral tribunal by the ICC's rules of arbitration, the arbitral tribunal shall have the authority to order production of documents in accordance with the International Bar Association (IBA) rules on the taking of evidence in international arbitration.

23. MISCELLANEOUS

23.1 Subcontracting by the Supplier is possible only subject to the Purchaser's prior written consent.

23.2 The Supplier is required to provide the Purchaser with all necessary information and advice in connection with the Supplies. In particular, it shall verify that the technical specifications are sufficient and relevant, and inform the Purchaser of any non-compliance of such technical specifications with current regulations and the state of the art.

23.3 If any provision in the Agreement is found to be invalid or unenforceable in any respect in any jurisdiction: the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless this Order reasonably fails in its essential purpose; and, the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

23.4 Any waiver shall only have effect if it is specific and in writing. The failure of a party to enforce any of the provisions of the Agreement shall in no event be considered a waiver of such provision. No waiver of a provision by a party shall (i) preclude that party from later enforcing any other provision of the Agreement, or (ii) operate as a waiver of any succeeding breach of the same provision of the Agreement.

23.5 Given the respective rights and obligations of the Parties under the Order, the Supplier accepts the risk of change in circumstances which may have been unforeseeable at the time it accepted the Order and shall fully assume the consequences thereof. The Supplier hereby waives any right it may have to terminate or renegotiate the Order on such grounds.

23.6 In the event of a change in the Supplier's control, or in one of its subcontractors, if any, the Supplier shall inform the Purchaser by registered letter and the Purchaser shall be entitled to terminate the Order by registered letter.

23.7 The Purchaser reserves the right to audit the Supplier in its facilities. This right to audit is subject to a fifteen (15) days notice period, is at Purchaser's costs and is limited to once per year, except in cases where (i) the Supplier has committed a fundamental breach (i.e. failure to comply with any safety laws, regulations, norms or rules; loss or damage to Purchaser's data) or (ii) the audit has been ordered further to a non-compliance by the Supplier as evidenced in the audit report. The Purchaser reserves the right to have the Supplier undertake audits of its subcontractors or suppliers, in particular relating to safety issues, and require the Supplier to communicate the results of such audits.

23.8 The Supplier undertakes to use its best efforts to assist the Purchaser, and more generally the Thales Group, in the fulfillment of its offset obligations including:

- ensuring the eligibility of all orders it issues, either directly or through re-sellers, with foreign suppliers (including the transmission of copies of orders, obtaining the consent of the foreign supplier, signing the required administrative forms, etc.); and,
- consulting potential suppliers in countries for which the Thales Group has offset obligations.