

EURAZEO

**STANDARD**  
TERMS &  
CONDITIONS  
OF PURCHASE

# STANDARD TERMS & CONDITIONS OF PURCHASE EURAZEO

## Under the French law

These Standard Terms & Conditions of Purchase (hereinafter referred to as « ST&Cs ») shall apply to orders from any member company of the EURAZEO network and their subsidiaries and affiliates (hereinafter referred to as the « Client ») for the supply of goods or services (hereinafter referred to as « Services ») by a supplier or service provider (hereinafter referred to as the « Service Provider »).

The ST&Cs may be supplemented by Additional Standard Terms and Conditions of Purchase (hereinafter referred to as « Additional Terms and Conditions »), applicable depending on the nature of the products and/or Services ordered. Whenever a reference is made to the ST&Cs, it shall be understood as a reference to the ST&Cs and the applicable Additional Terms and Conditions, taken together.

The ST&Cs and Additional Terms and Conditions beginning with a capital letter shall have the meaning given to them in this Preamble, whether used in singular or plural:

- « Order Form » or « Order »: refers to the printed or electronic document used by the Client to order the Service from the Service Provider.
- « Agreement » or « Special Terms »: refers to the clauses negotiated between the Parties to govern their relations for the given Service, which adapt these ST&Cs.
- « Service »: refers to the provision by the Service Provider of any products and/or services as specified in the Order Form.

These ST&Cs set the general framework of the relationship between the Client and the Service Provider (hereinafter together referred to as the « Parties ») and their reciprocal obligations with respect to the supply of Services. They set the principles for the purchase of Services from the Service Provider. These ST&Cs may be adapted by mutual agreement between the Parties in an Agreement or in Special Terms.

In the event of any conflict or contradiction, the Special Terms or the Agreement shall take precedence over these ST&Cs. The Service Provider's standard terms and conditions shall only apply if they have been first either accepted in writing by a representative of the Client who is duly empowered for that purpose, or adapted and approved in writing by both Parties, by an Agreement, Special Terms or an Order Form expressly referring to them.

When the Client launches a request for proposals or quotation, the Client reserves the right to only make enquiries with service providers that the Client believes meet its criteria in view of the importance and nature of the Services. The Client shall, at its discretion, select the offer it finds most relevant; bidders whose offers have not been selected may not claim compensation or challenge the reasons for the Client's decision on any grounds.

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# CREATION AND PERFORMANCE OF THE ORDER

# 01

## **Article 1.1: Duty of information, warning and advice**

1.1.1 The Service Provider agrees to provide the Client with any information or advice relating to the Service with respect to the needs stated by the Client before and at the stage of the Order as well as during the performance of the Service. The Service Provider shall provide the Client with all the Services and related deliverables and professional manner and for the best interests of the Client and the Group, in a business-like, safe and lawful manner.

1.1.2 The Service Provider agrees to warn the Client of any difficulties of which it may become aware with respect to the needs stated by the Client before and at the stage of the Order as well during the performance of the Service.

The Service Provider will allocate to the provision of the Services the material and human resources enabling it to meet its commitments under the Agreement. The Service Provider is exclusively responsible for the administrative, accounting and social management and supervision of its personnel assigned to the Services, whose competence, probity and experience it guarantees for the provision of the Services. The Service Provider expressly retains all powers of management, command, supervision and control over its employees assigned to provide the Services.

## **Article 1.2: Order**

1.2.1 The printed Order shall only be binding on the Client if it has been signed by a representative of the Client who is duly empowered for issuing Orders.

1.2.2 Electronic Orders shall only be valid if the issuer is clearly identifiable.

1.2.3 Each Order shall only be valid if it is numbered by the Client.

1.2.4 The Parties agree to consider electronic Orders as original documents that are fully binding between them. The Parties agree to give such documents probative value. The Order and all other legal documents will be signed electronically by the Parties, on the date indicated on the document, and under conditions in accordance with Article 1367 of the French civil code. The Parties acknowledge that the Order and all other legal documents, signed electronically, will constitute valid evidence of the rights, obligations and responsibilities of the Parties and the consent of the signatories.

## **Article 1.3: Acknowledgment of receipt of the Order**

The Service Provider shall acknowledge receipt of the Order within two (2) business days after it has been sent. Following the acknowledgement of receipt of the Order, the Service Provider shall confirm the delivery date of the products or the start date of the Services by returning an email to the address stated on the Order Form within a period of no more than seven (7) calendar days, unless a shorter period is specified in the Order Form, or, as the case may be, in an Agreement or in Special Terms.

## **Article 1.4: Delivery**

1.4.1 The Service Provider agrees to deliver the products and/or Services at the places, on the dates and at the times stated in the Client's Order Form.

1.4.2 The delivered products shall strictly comply in all respects (particularly quality and

quantity) with the terms of the Order and the characteristics agreed between the Parties.

1.4.3 The Services shall strictly comply with the needs stated by the Client at the time of the Order or in the user requirements given by the Client, in an Agreement or in Special Terms.

1.4.4 In the event of any reservations expressed by the Client, reported by any means, the Service Provider shall remedy the contractual breaches observed as soon as possible. If, at the end of a period of eight (8) calendar days, the breaches observed have not been remedied, the Client may decide to reject the Service and will be reimbursed for all sums received by the Service Provider.

1.4.5 In the absence of reservations, the Client shall declare the conformity of the delivery in writing by signing the delivery note. Acceptance entails the transfer of ownership and risk.

## **Article 1.5: Longevity of the products**

After the receipt of the products and for a period defined by the Parties, the Service Provider undertakes to supply the Client, under similar conditions, particularly in terms of price, references and delivery times, with the products, parts, components and other elements necessary for the use of the products.

## **Article 1.6: Conformity and compliance of Services**

1.6.1 The Service Provider shall exclusively provide products and Services that are free from any visible and/or latent defects, and which comply with applicable regulations, good workmanship and best practices, the state of the art and standard requirements of use, reliability, life and purpose that are known to the Service Provider.

1.6.2 The Service Provider shall guarantee that the products and Services comply with the needs of the Client, and that Products shall last and operate as expected for a minimum period of three (3) years from the acceptance of the products.

1.6.3 The Service Provider similarly guarantees that it shall, within fifteen (15) calendar days unless a shorter period is provided for in the Order Form, an Agreement or Special Terms, repair or replace, at the preference of the Client, any defects, breach and nonconformities of the products and Services found during the warranty period, at its own costs, and shall hold the Client harmless from all consequences of any resulting damage. Any expenses or costs incurred for the implementation of the warranties shall be paid by the Service Provider.

# FINANCIAL TERMS AND CONDITIONS

# 02

## Article 2.1: Prices, invoicing and payment

2.1.1 The prices shall be fixed, non-revisable and quoted inclusive of all costs, including transport, packaging, unloading, insurance, taxes and other charges, with the exception of the applicable VAT. They shall be those stated in the Order Form approved by the Client.

2.1.2 The Service Provider's invoices must contain the mandatory legal information and that required by the Client, particularly the Client's legal entity to which the invoice is addressed, the Order Form number and the VAT number, and shall be sent to the address stated by the Client. Any failure to comply with these requirements shall automatically lead to the return of the invoices, and payment shall be suspended until a complete invoice is submitted.

2.1.3 Payments shall be made not less than 30 days unless explicitly specified otherwise from the receipt of the invoice, by wire/bank transfer.

2.1.4 In the event of a payment delay, the Service Provider may charge a lump-sum compensation to the Client as collection fees, set to forty (40) euros in accordance with Articles L. 441-10 and D. 441-5 of the Commercial Code [Code de commerce], as well as interests for late payment, which rate may not in any event be greater than three (3) times the legal interest rate applicable in France.

## Article 2.2: Schedule and penalties

2.2.1 The delivery schedule agreed beforehand between the Parties shall start from the date of the acknowledgement of receipt of the Order by the Client. The schedule shall be upheld and may not be modified without the prior written consent of the Client.



# **INFORMATION SECURITY AND BUSINESS CONTINUITY**

# **03**

## Article 3.1: Information Security

3.1.1 The Service Provider agrees to protect the security of the Client's information made accessible for the performance of the Service, particularly its availability, integrity and confidentiality in accordance with Articles 3.2, 3.3, 3.4 and 4.3 of these ST&Cs.

3.1.2 Depending on the nature of the products or Services, the Client may send a questionnaire to the Service Provider relating to its information security policies and procedures. Said questionnaire will enable the Client to assess the Service Provider's information security standards and make sure that they are consistent with its own approach to information security. The Service Provider undertakes to respond to the questionnaire within 15 working days upon receipt.

3.1.3 The Service Provider agrees that it shall maintain a register of individuals it has authorized to access the Client's information, based on prior written approval from the Client. It agrees to put in place all inspection measures that are necessary to guarantee information security.

3.1.4 The Service Provider agrees to comply with the regulations and the security measures, procedures and policies put in place by the Client and made known to the Service Provider during the performance of the Service. The Service Provider shall be notified of any material changes to the Client's security policies and will be granted a reasonable timeframe to comply.

3.1.5 The Service Provider shall make sure that its employees and subcontractors who handle Client information were made aware of and have understood the information security instructions and shall guarantee that these instructions are followed. If necessary, the Service Provider shall organize information security training. Security training shall be mandatory for any employee or subcontractor accessing classified or sensitive Client information.

3.1.6 The Service Provider undertakes to implement a security incident management process. All incidents that have affected, affect or could affect the information of the Client or its personnel, customers and partners resulting from the activity of the Service Provider, shall be notified to the Client as soon as possible, and in any event at the latest within 24 hours after the Service Provider becomes aware of it. Notification shall be made via email/security portal and include the nature of the incident, impacted data, initial assessment of impact, and immediate containment measures.

3.1.7 In the event of a manifest emergency, the Service Provider may implement preliminary containment measures prior to formal Client approval.

3.1.8 Vulnerability Management and Notification. The Service Provider undertakes to actively and continuously identify, monitor and assess any vulnerabilities, weaknesses or security flaws that may affect the products, software, Services, systems, components, libraries or dependencies used or provided in the context of the Service, including third-party and open-source components.

The Service Provider shall implement appropriate processes to track publicly disclosed vulnerabilities (including, where applicable, vulnerability databases, security advisories and alerts) and to evaluate their potential impact on the Client's information, systems and operations.

In the event that a vulnerability affecting, or reasonably likely to affect, the Client is identified, the Service Provider shall promptly inform the Client without undue delay. Such notification shall include, at a minimum:

1. a description of the identified vulnerability and the affected components;
2. an assessment of the associated risks and potential impacts; and
3. either:
  - the corrective measures implemented or to be implemented, or
  - where an immediate correction is not available, a temporary mitigation or workaround.

In the case where a workaround or mitigation is provided, the Service Provider undertakes to define and communicate to the Client a corrective action plan, including a clear and binding remediation timeline for the definitive resolution of the vulnerability. The Service Provider shall implement such corrective measures within the agreed timeframe and keep the Client informed of progress until full remediation is achieved.

#### Article 3.1.9 – Digital Operational Resilience (DORA).

As the Client is a “financial entity” under Reg. (EU) 2022/2554 and the Services are ICT supporting functions, the Service Provider shall (i) comply with the DORA regulation by signing the required DORA contractual clauses (ii) support Client DORA compliance (risk mgmt., incident reporting, ICT third-party risk, resilience testing), (iii) provide information for the Client’s ICT third-party register, (iv) flow-down materially equivalent obligations through any subcontracting chain, and (v) cooperate with competent authorities and the Client during audits/inspections/requests.

#### Article 3.1.10: Service Provider’s Business Continuity

Each Party must be prepared to handle events that could significantly disrupt its operations, particularly those resulting in the loss of critical resources. The Service Provider guarantees the Client that it has defined, implemented, and maintains protection strategies to prevent or mitigate such events.

These strategies and all related measures must enable the Service Provider to fulfill its obligations under the Order, Special Terms, Agreement, and/or the ST&Cs. All such protection and remediation measures are documented in a business continuity plan or equivalent document(s), which the Service Provider shall provide to the Client at the signature of the Order or Agreement.

## Article 3.2: Confidentiality

### 3.2.1 Definition and Scope

Any information of any nature—commercial, technical, financial, accounting, legal, or administrative—disclosed between the Parties during the conclusion or performance of the Order or Agreement (hereinafter referred to as “Confidential Information”) shall remain the sole property of the disclosing Party. Such information is deemed confidential without the need for explicit marking. This includes any Orders, Order Forms, these ST&Cs, Special Terms, or Agreements.

### 3.2.2 Exceptions

The following shall not be considered Confidential Information:

- Information lawfully known by a Party prior to disclosure by the other Party.
- Information in the public domain, unless made public through a breach by one of the Parties.
- Information disclosed publicly by a third party legally entitled to do so.
- Information explicitly agreed in writing by the Parties to be freely communicated or used.

### 3.2.3 Obligations of the Parties

#### **Each Party agrees:**

- To protect the confidentiality of the Confidential Information received
- To use such Confidential Information solely for the performance of the Order or Agreement.
- To return or destroy (with proof of destruction) all entrusted documents and copies upon completion of the Order or Agreement or after termination of the Order or Agreement for any cause.
- Not to retain any copies, excerpts, or reproductions, except for a backup copy retained

under the security procedures outlined in Article 3.1 and following.

- Not to use Confidential Information or its results for personal benefit, directly or indirectly.
- To disclose Confidential Information only to personnel directly involved in the performance of the Order or Agreement, or those with a legitimate need to know and to take the necessary measures to ensure that those people strictly comply with this obligation of confidentiality incumbent on them individually. This includes entities within the Eurazeo network, their subsidiaries and affiliates, as well as the Client's insurers, legal advisers, and subcontractors—provided confidentiality is maintained.
- To ensure compliance with this article by its personnel and legal representatives and To guarantee that any subcontractors also comply with these confidentiality obligations. Each Party will remain responsible for any breach of this clause by its personnel, legal representatives, advisers and subcontractors.
- To make reasonable and lawful efforts to prevent disclosure. The Service Provider undertakes (i) to inform the Client immediately of any breach of the security and integrity of the Confidential Information and of any unauthorized disclosure or communication of the Confidential Information of which it becomes aware, (ii) to inform the Client immediately of any request by a judicial or other authority to disclose all or part of the Confidential Information, to the fullest extent permitted by applicable law, and (iii) in both cases, to cooperate fully with the Client and its legal counsel to oppose, limit or appeal the proceedings and/or prevent or limit the consequences of any such infringement, disclosure or communication, to the fullest extent deemed appropriate by the Client.

The Service Provider duly notes that the Client, is a company listed on Euronext Paris and acknowledges having understood the provisions of applicable securities laws and market regulations relating to the use of inside information. The Service Provider acknowledges moreover that some of the Confidential Information of the Client may be regarded as inside information within the meaning of such applicable regulations. The Service Provider undertakes to comply with applicable market regulation.

Subject to the provisions of the “Personal Data” relating to the subsequent subcontracting of data, the Service Provider may subcontract all or part of the Services to any third party of its choice with the prior approval of the Client. The Service Provider undertakes, at the Client's request, to provide an up-to-date list of subcontractors. In any event, the Service Provider remains solely and fully responsible to the Client for the performance of the Services defined in the Agreement/Order, as well as for any omissions on the part of its subcontractors.

#### 3.2.4 Duration

This confidentiality obligation remains in effect for five (5) years following the termination of the Order or Agreement between the Client and the Service Provider.

## Article 3.3: Professional secrecy

It is specified that the Parties shall be bound by professional secrecy (Article 226-13 of the French Penal Code [Code Pénal]). The Client may immediately terminate the Order or the Agreement without compensation to the Service Provider if the professional secrecy obligation is violated, and without prejudice to its right to be indemnified.

# COMPLIANCE, ETHICS AND SUSTAINABLE DEVELOPMENT

# 04

## Article 4.1: Employment legislation

4.1.1 The Service Provider agrees to deliver the products and perform the Services in accordance with national and international laws and regulations, particularly with respect to workplace safety, environmental protection and labour law.

The employees of each of the Parties remain under the exclusive authority, direction and supervision of the Parties. The Service Provider's personnel assigned to perform all or part of the Services shall at all times remain the Service Provider's employees, with respect to whom the Service Provider assumes all the obligations of an employer. The Service Provider alone recruits, manages and remunerates the members of its staff in the performance of the Order or Agreement. The Service Provider shall be directly responsible for the management, discipline and safety of such personnel and neither the Service Provider nor any of its personnel shall under any circumstances be deemed to be employees of the Client or to enjoy any status or benefit granted to employees of the Client.

The Service Provider acknowledges that it is solely responsible for the payment of all taxes, withholding taxes, social security benefits, insurance and other contributions owed by the Service Provider. The Service Provider shall not subcontract or engage any third party to perform all or part of the Services, unless it obtains the Client's prior written consent. Notwithstanding the obtaining of such authorization, the Service Provider is required to carry out all verifications and obtain from the third party concerned the same undertakings and certifications as those mentioned in this Article, and shall in any event remain guarantor and responsible for compliance by said third party with the terms of this Order or Agreement.

4.1.2 The Service Provider agrees to comply with the provisions of Decree 92-158 dated February 20, 1992, setting out the health and safety requirements applicable to the work carried out in an establishment by an external company (Article R. 4511 to 4515-11 of the French Labour Code [Code du travail]).

The Service Provider acknowledges that, in its capacity as an independent and professional service provider, it is solely liable for any improper performance or non-performance, whether faulty or not, partial or total, of any of the Services, for any failure to comply with applicable regulations, or for any action, omission or statement, whether or not attributable to negligence, and expressly and irrevocably undertakes to indemnify and hold the Client harmless against any damages caused to the Client, its employees or third parties by the Service Provider in connection with the performance hereof.

4.1.3 The Service Provider agrees to comply with the employment legislation with respect to measures against illegal work (Articles L. 8222-1 et sequentes and Articles R. 8222-1 et sequentes of the French Labour Code [Code du travail]) and foreign labour (Articles L. 8253-1 et sequentes and L. 8254-1 et sequentes of the French Labour Code [Code du travail]).

## Article 4.2: Protection of Personal Data

### 4.2.1 Compliance with Applicable Laws

The Parties undertake to comply at all times with the provisions of the French Data Protection Act of 6 January 1978 ("Loi n° 78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés"), as amended, the European General Data Protection Regulation 2016/679 («GDPR»), and any other applicable rule, law, recommendation, or regulation issued by a competent French or European authority.

### 4.2.2 Lawful Collection and Processing

Each Party guarantees that any personal data it transmits to the other Party has been collected lawfully and fairly, and is processed in accordance with applicable regulations, particularly Article 6 of the GDPR.

#### 4.2.3 Data Subject Rights

Data subjects have the right to request from the Controller access to, rectification or erasure of personal data, restriction of or objection to processing, and the right to data portability. To exercise these rights, data subjects may contact the Client in writing at EURAZEO's designated contact address. The Service Provider agrees to provide the Client with the contact details of its data protection officer or other designated contact person.

#### 4.2.4 Confidentiality and Security

The Parties agree not to disclose personal data exchanged between them to any third party or use it for unintended purposes. They commit to taking all necessary precautions to preserve the confidentiality and security of personal data, including preventing unauthorized access, theft, distortion, or damage. The Parties also agree to implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, or alteration, in accordance with applicable data protection laws.

#### 4.2.5 Purpose Limitation

Each Party agrees to process personal data solely for the purposes of executing the Order, Special Terms, or Agreement. Personal data is considered Confidential Information.

#### 4.2.6 Use of Subcontractors

If the Service Provider intends to use subcontractors, it must obtain the Client's prior written consent. The Service Provider shall only engage subcontractors that provide sufficient guarantees of implementing appropriate technical and organizational measures in compliance with applicable laws. The Service Provider must enter into a written agreement with each subcontractor that imposes the same data protection obligations as those set out in the Order, these ST&Cs, Special Terms, or the Agreement, including obligations related to security, confidentiality, cooperation in the event of a data breach, and international data transfers.

Upon request, the Service Provider shall provide the Client with a certificate confirming the subcontractor's compliance with data protection obligations, along with a description of the processing activities carried out by the subcontractor. This description must include the purposes of processing, categories of data processed, categories of persons with access to the data, and the location(s) where the data is stored.

If a subcontractor fails to comply with data protection obligations, the Service Provider remains fully liable to the Client for the subcontractor's performance and agrees to fully indemnify the Client for any costs, losses, or damages incurred.

#### 4.2.7 Data Retention

Personal data processed under the Order, Special Terms, these ST&Cs, or the Agreement shall be retained only for the time strictly necessary for the purpose of processing and will then be deleted.

#### 4.2.8 Return and Deletion of Data

Where the Service Provider processes personal data as a Processor within the meaning of the GDPR, it shall return the personal data to the Client at the end of the Order, Special Terms, the Agreement and/or the ST&Cs, for any reason, and delete all traces from its archives and databases, unless retention is authorized by applicable law.

#### 4.2.9 Data Subject Requests

The Service Provider undertakes to inform the Client immediately of any request received from data subjects.

#### 4.2.10 Security Breaches

The Service Provider shall notify the Client without delay of any security breach that may affect personal data. It shall investigate and provide the Client with all relevant information regarding the nature and scope of the breach, and the corrective measures taken or planned, at its own expense. Notification shall be sent to the Client's data protection officer

#### 4.2.11 Data Hosting and Transfers

All personal data processed in connection with the Order, Special Terms, Agreement, and/or the ST&Cs shall be hosted on servers located in France or within the European Union and processed only within these territories. No transfer of personal data outside the EU may occur without the prior written consent of the Client. If such a transfer is proposed, the relevant Party must obtain prior written approval from the other Party, which may refuse if adequate protection measures are not in place.

#### 4.2.12 Audit and Cooperation

The Service Provider agrees to provide the Client with all necessary information to demonstrate compliance with its obligations and to cooperate in the event of a personal data audit. Each Party shall complete any formalities required of it.

#### 4.2.13 Termination for Breach

If the Service Provider fails to comply with any obligation under this article, the Client may terminate the Order, Special Terms, Agreement, and/or the ST&Cs by right, eight (8) days after formal notice has been served by registered letter with acknowledgment of receipt and remains unaddressed, or immediately in the case of an irremediable breach. In such cases, the Service Provider shall not benefit from any clause limiting its liability.

#### 4.2.14 Contact Data Processing

Each Party may process personal data related to the other Party, such as names, email addresses, and phone numbers of representatives or contact persons. This data is processed by the receiving Party as a data controller for:

- (i) Compliance with professional and ethical regulations (e.g., independence, conflict of interest management, quality control);
- (ii) Management of the business relationship, including administrative and financial matters.

## **Article 4.3: Anti-money laundering, anti-bribery, anti-tax evasion and compliance with international sanctions**

4.3.1 The provider acknowledges that it will seek to comply with all applicable laws concerning money laundering, anti-bribery and corruption and/or anti-tax evasion regulations or conventions, and confirms that:

4.3.2 The provider acknowledges that it has duly completed and provided any appropriate documentation required by Eurazeo in the context of the onboarding process and during the entire duration of the business relationship

4.3.3 The provider acknowledges that the provider is operating in compliance with all applicable anti-money laundering and/or counter terrorist financing and/or anti-tax evasion laws and related activities laws and/or regulations applicable to it and has, and will continue to have, appropriate compliance procedures in place.

## Article 4.4: Focus on Anti-Corruption Rules

4.4.1 General Commitment: The Service Provider guarantees that it is in compliance and undertakes to comply, for the duration of the Order or Agreement, with the applicable laws and regulations relating to the fight against corruption and influence peddling, including the French law «Sapin 2,» the UK Bribery Act, and the US Foreign Corrupt Practices Act (the «Anti-Corruption Legislation»).

The Service Provider guarantees that it has read the provisions of the Eurazeo Group Code of Conduct, has understood the obligations set forth therein, and undertakes to comply with them, where applicable. The Service Provider further certifies that it has adopted and implemented adequate and rigorous compliance procedures to prevent the risk of corruption and influence peddling in the course of its activities under the Order or the Agreement.

In the event of non-compliance by the Service Provider with any provision of this article, the Service Provider undertakes to implement, at its own expense, sufficient corrective measures. The Service Provider acknowledges that compliance with this provision constitutes an essential obligation of the Order or Agreement. In the event of a breach, the Client reserves the right to immediately terminate the Order or Agreement at its sole discretion and upon simple notification, without prejudice to any other rights or remedies.

### 4.4.2 Service Provider Obligations

The Service Provider agrees that, in its relationship with the Client:

- (i) Neither it nor its senior managers, employees, partners, agents, or other representatives have committed or will commit any act of corruption toward any senior manager, employee, partner, or agent of the Client, or any other party.
- (ii) It has implemented and will maintain appropriate anti-corruption policies and controls to prevent and detect corruption within its organization.
- (iii) Its majority shareholder is not a civil servant (i.e., an agent or employee of any government or governmental agency, ministry, or department) and does not hold any position that could exert unlawful influence on behalf of the Client or its affiliates. If this changes, the Service Provider shall immediately inform the Client.
- (iv) Neither it nor its senior managers, employees, partners, agents, or other representatives undertake not to offer, give, or commit to give, nor solicit or accept from any person acting on its behalf or on behalf of a third party, any gift, payment, or benefit of any kind that could constitute an illegal practice or an act of corruption under the applicable laws of any country (collectively, the "Anti-Corruption Obligation"), and (ii) to ensure that any person acting or providing services on its behalf complies with the Anti-Corruption Obligation.
- (v) it guarantees that it has read the provisions of the Eurazeo Group Code of Conduct, has understood the obligations contained therein, and undertakes to comply with them.
- (vi) it acknowledges that compliance with this provision constitutes an essential obligation of the Contract.

Each party has the right to immediately terminate this Agreement/Contract if the other party fails to meet its obligations under the Anti-Corruption Obligation, at its sole discretion and upon simple notice, without prejudice to any other rights or remedies.

### 4.4.3 Notification of Suspected Violations

The Service Provider agrees to promptly inform the Client if it becomes aware of or has reasonable grounds to suspect any activity related to the Order or Agreement that may violate anti-corruption laws in any country where it operates.

### 4.4.4 Termination for Breach

The Client may terminate the Order, Special Terms, Agreement, and/or the ST&Cs with immediate effect, by written notice and without legal formalities, if the Service Provider is found guilty of corruption or violates this article or any anti-corruption law, whether or not

related to the Order or Agreement.

#### 4.4.5 Indemnification

To the extent permitted by applicable law, the Service Provider agrees to indemnify the Client, its senior managers, employees, partners, agents, or other representatives for any loss, damage, or cost (including legal fees) resulting from a breach of this article.

#### 4.4.6 Disclosure

The Service Provider agrees that the Client may disclose the content of these ST&Cs to third Parties to demonstrate compliance with applicable anti-corruption regulations.



# **GUARANTEES, LIABILITY AND INSURANCE AUDIT**

# **05**

## Article 5.1: Liability and Insurance

5.1.1 All employees of the Service Provider assigned to the performance of the Order, Special Terms, or an Agreement shall remain under the authority of the Service Provider in all circumstances.

5.1.2 The Service Provider has a duty of result toward the Client and is fully responsible and liable for the Products and/or Services.

5.1.3 The Service Provider agrees to take out insurance with a financially sound company to cover the financial consequences of its third-party liability for bodily injury, property damage, and intangible damage—whether direct or consequential—suffered by the Client or any third party during the term of the Order or Agreement. Insurance premiums shall be paid exclusively by the Service Provider.

5.1.4 The Service Provider shall provide copies of insurance certificates to the Client's at the signature of the Order or the Agreement.

5.1.5 In any event, the insurance cap stated in the policy shall not be construed as the Client's acceptance of any limitation of the Service Provider's liability beyond those amounts.

## Article 5.2: Intellectual Property

5.2.1 If the performance of the Order, Special Terms, Agreement, and/or the ST&Cs involves the delivery of one or more deliverables specifically created for the Client, the Client shall acquire the intellectual property rights to those deliverables for the agreed price. This transfer includes the right to reproduce, adapt, translate, represent, and exploit derivative works. The transfer is exclusive, worldwide, and valid for the duration of the intellectual property rights under applicable French and international laws.

The Service Provider warrants that it has not granted similar rights to third parties and will not assign or grant any rights over these deliverables to others. It also guarantees that the deliverables are legally transferable, free of third-party rights, and that it has obtained all necessary authorizations or assignments.

5.2.2 The Service Provider expressly warrants to the Client the full and complete enjoyment of the rights assigned hereunder, against all claims, demands, evictions or complaints whatsoever. In particular, the Service Provider warrants that the deliverables shall be entirely original and shall not contain any unauthorized reproduction or borrowing of any kind from any other work of any nature whatsoever that may give rise to the Client's liability to third parties. In this respect, the Service Provider undertakes to indemnify the Client against all claims relating to the deliverables from any third party alleging infringement of any right whatsoever, and in particular against all costs, expenses and judgments in the event of any action for infringement and/or unfair competition and/or parasitism brought by any third party on the basis of any intellectual property right whatsoever owned or enjoyed by the Service Provider and which has been infringed.

5.2.3 If the Products and/or Services infringe third-party intellectual property rights, the Service Provider shall, at its own expense, adapt or replace them with equivalent alternatives to ensure the Client can continue using them without liability. If the Parties consider that such options are not feasible, each Party shall have the right to terminate the Order or Agreement. In this case, the Client will be entitled to a refund of any amounts paid in advance to the Service Provider on a pro rata basis for the time actually spent using the Services, without prejudice to any other rights and remedies of the Client.

5.2.4 All information made available to the Service Provider by the Client under this Order or Agreement, including Confidential Information, is and shall remain the property of the

Client, without this provision being deemed to confer upon the Service Provider any license whatsoever, in particular with respect to the intellectual property rights relating to said information. The Service Provider further undertakes not to make any reference to the Client or any of its affiliates in its press releases, advertising or other promotional communications, including as a customer reference, without the Client's prior written consent and in accordance with Article 7.1 of the ST&Cs.

## **Article 5.3: Independence and Financial Position of the Parties**

The Service Provider declares that it operates independently and is not subordinate to the Client. It organizes its activities freely and bears all associated costs.

The Parties acknowledge their contractual freedom and confirm that they negotiated the Order, Special Terms, Agreement, and/or the ST&Cs in good faith to reach a balanced agreement.

The Service Provider confirms that it retains full autonomy to diversify its client base and grow its market share, particularly for the services covered. It is responsible for avoiding any dependency on the Client's business.

Each Party affirms that its legal and financial position is compatible with fulfilling its obligations. The Service Provider guarantees that, as of the effective date or the date of signing the Order, Special Terms, or Agreement, it has not suspended payments and is not at risk of doing so in the near future.

## **Article 5.4: Audit**

5.4.1 The Client reserves the right to conduct, at its own expense, one (1) audit per year to verify the Service Provider's compliance with obligations related to information security, personal data protection, anti-corruption, confidentiality, professional secrecy (if applicable), and the quality of Products and/or Services.

5.4.2 The Service Provider shall retain and archive all necessary documentation in accordance with best practices and make it available to the Client. The Client may appoint an auditor with at least thirty (30) calendar days' notice. In the event of a security incident or data breach, the Client may conduct an audit with shorter notice.

5.4.3 The Service Provider agrees to fully cooperate with audits, including granting access to premises, equipment, documents, deliverables, tools, and any other relevant materials. Information collected during the audit shall be used solely for that purpose.

5.4.4 If the audit reveals any non-conformities, the Service Provider must remedy them and/or submit an action plan within a timeframe agreed with the Client. The Service Provider shall also reimburse the Client for all audit-related costs.

# **FORCE MAJEURE & TERMINATION**

# 06

## Article 6.1: Force Majeure

6.1.1 Neither Party may be held liable for non-performance or delay in performance of any of its obligations due to the occurrence of an event of “force majeure” within the meaning of article 1218 of the French Civil Code and case law.

6.1.2 The Party affected by a force majeure event shall:

- Inform the other Party by mail or email (within five (5) calendar days of the occurrence of the event), detailing the nature of the event, its expected duration, and any measures taken or attempted to mitigate its effects.
- Use its best efforts to find an alternative solution or resume performance of the Order or Agreement as soon as reasonably possible.

6.1.3 If the impediment is temporary, performance of the Order or Agreement will be suspended unless the delay justifies termination. If the impediment is partial, only the affected obligations will be suspended, unless the overall balance or interest of the Order or Agreement is compromised. In such cases, the Parties shall attempt to renegotiate, though either Party may terminate the Order or Agreement. If the force majeure event continues for more than ten (10) calendar days, the Order or Agreement, including the Services in progress, may be terminated automatically.

6.1.4 Termination in such cases shall occur without compensation. The initiating Party shall notify the other Party by registered letter with acknowledgment of receipt, effective no earlier than the date of the force majeure event. The Service Provider must return all sums paid by the Client for Services not provided or performed. For time-based Services, refunds shall be made on a pro rata temporis basis. For partially performed Services, refunds shall reflect the unperformed portion, considering the actual value and usability to the Client.

## Article 6.2: Withdrawal – Termination – Lapse – Cessation

### 6.2.1 Withdrawal

The Client may withdraw from the Order within five (5) business days of its issuance, even if confirmed by the Service Provider, without incurring any costs or penalties.

### 6.2.2 Termination

- (a) If the Service Provider fails to fulfill its obligations and does not remedy the breach within thirty (30) calendar days of receiving formal notice by registered letter with acknowledgment of receipt, the Client may terminate the Order, Special Terms, Agreement, and/or ST&Cs as of right, without prejudice to any damages. The same applies if the Service Provider becomes bankrupt or subject to insolvency proceedings, unless otherwise decided by the relevant authorities. In both cases, the Service Provider must reimburse the Client for all Services not fully provided or performed.
- (b) The Order or Agreement and its benefits cannot be transferred by one of the Parties without the written agreement of the other Party. The Service Provider undertakes to notify the Client of any change of Control (the term “Control” being understood in the sense of article L.233-3 of the French Commercial Code) within thirty (30) days of its occurrence, whether this change of Control occurs by absorption, merger, sale or any other assignment or transfer including following a capital increase or for any other reason whatsoever. In the event of a change of Control of the Service Provider to the benefit of a direct competitor of the Client operating as an investment company, the Client may terminate the Order or Agreement by right with immediate effect, without any compensation, by sending a simple letter of notification to the Service Provider by registered mail with acknowledgement of receipt.



### 6.2.3 Legislative or Regulatory Change

If a change in law, regulation, or circumstances (including a change in ownership of the Service Provider or its affiliates) renders performance unlawful or contrary to professional or independence rules, the Client may terminate the Agreement as of right. The Service Provider must reimburse the Client for all Services not provided or performed, with refunds calculated as described in Article 6.1.4.

### 6.2.4 Lapse

If the Order or Agreement is part of a set of interdependent contracts and one becomes void, the Order or Agreement shall lapse if its performance becomes impossible or loses its purpose. Termination shall occur without compensation, upon notification by registered letter with acknowledgment of receipt, effective from the date of the lapse. The Service Provider must reimburse the Client for all Services not provided or performed, with refunds calculated as described in Article 6.1.4. If the lapse is attributable to the Service Provider, it shall reimburse all sums for Services not fully performed in accordance with the Order, Special Terms, Agreement, and ST&Cs.

### 6.2.5 Survival of Obligations

Termination of the Order, Special Terms, Agreement, and/or ST&Cs, for any reason, shall not affect obligations that by nature survive termination, including those related to warranties, regulatory compliance, intellectual property, confidentiality, and personal data protection.

# MISCELLANEOUS

# 07

## Article 7.1: General Notes

7.1.1 The nullity or lapse of any contractual clause shall not result in the nullity or lapse of the Order, the Special Terms, the Agreement, or the ST&Cs. The same applies if a clause is deemed unenforceable. In such cases, the Parties shall use their best efforts to replace the clause with a valid one that most closely reflects the legal and economic intent of the Order or Agreement as a whole.

7.1.2 Any delay or failure by a Party to enforce a right or remedy shall not be construed as a waiver of that right or remedy, nor of any other rights or remedies.

7.1.3 The Service Provider shall not use the names, logos, trademarks, or any other distinctive signs belonging to or associated with the Client as a reference in its commercial and/or advertising communications.

The Service Provider may only use such elements in internal, commercial, or advertising communications after obtaining prior written authorization from the Client, specifically from the Client's communications and trademark department—and must comply with the Client's brand guidelines, image, and reputation.

All communication materials must be submitted to the Client for formal written approval before any distribution. The Client reserves the right to approve or reject such requests. If the Client wishes to use the names, logos, trademarks, or any other distinctive signs belonging to the Service Provider, the Client must also obtain the Service Provider's prior authorization and respect its image and reputation.

7.1.4 If, at any time during the term of the Order, Special Terms, Agreement, and/or the ST&Cs, the revenue generated by the Service Provider from its business relationship with the Client exceeds twenty-five percent (25%) of the Service Provider's total revenue, the Service Provider shall immediately notify the Client in writing.

Failure to provide such notification within ten (10) business days of reaching this threshold shall entitle the Client to terminate the Order, Special Terms, Agreement, and/or the ST&Cs as of right, without prior notice or compensation, by written notification sent to the Service Provider.

7.1.5 The fact that one of the Parties does not assert its rights to the strict application of all or part of the provisions of the Order or Agreement, shall not have the effect of limiting the possibility for that Party to, and shall not constitute a waiver by that Party of, the assertion of said rights. Furthermore, a waiver in due form by one Party to enforce its rights in respect of a breach of the Order or Agreement by the other Party shall not constitute a waiver to enforce its rights in respect of a subsequent similar breach.

7.1.6 The relationship between the Parties is one of service provider to customer. Accordingly, the Parties acknowledge that the Order or Agreement does not create between them any relationship of subordination, agency, association or joint venture, nor does it create or imply the existence of any license. In addition, each of the Parties acts in its own name and for its own account. One Party has neither the power nor the authorization to bind the other Party in any way whatsoever. The Client does not delegate any mandate or power to the Service Provider and vice versa.

## Article 7.2: Applicable Law and Dispute Settlement

7.2.1 These ST&Cs, the Orders or Order Forms, Special Terms, and Agreements are governed by the laws of France.

7.2.2 Wherever possible, the Parties shall seek to resolve any disputes amicably.

7.2.3 If a dispute gives rise to legal proceedings, it shall be brought exclusively before the courts within the jurisdiction of the Court of Paris, notwithstanding the plurality of respondents or third-party claims.



# **RESPONSIBLE BUSINESS CONDUCT AND SUSTAINABILITY EXPECTATIONS**

# **08**

*Eurazeo requires its Service Providers to comply with these Standard Terms & Conditions of Purchase and to commit to upholding its principles.*

*Service Providers are expected to implement any corrective action plan that may be necessary to align with the commitments set out below.*

*They are also encouraged to raise awareness among their own business partners to ensure accountability across every link in the supply chain.*

## **Article 8.1: Compliance with National and International Laws and Regulations**

Service Providers must comply with all applicable laws and regulations, including export regulations (e.g., the REACH Regulation), relevant to their business activities in each country where they operate.

In the absence of such standards, they must, at a minimum, comply with and promote, to the extent possible, the Sustainability commitments defined in these Standard Terms & Conditions of Purchase.

## **Article 8.2: Respect for Human rights**

Service Providers are committed to promoting, respecting, and ensuring respect for human rights in the conduct of their professional activities.

They must ensure that the working conditions of their employees are decent and compliant with applicable local and international legislation.

In the event of any discrepancy between legal or regulatory provisions and the Sustainability principles set out in these Standard Terms & Conditions of Purchase, the provisions most favorable to employees shall prevail.

### **8.2.1 Prohibition of Child Labor**

Service providers must not employ individuals who have not reached the minimum legal working age established in the country where they operate.

If no minimum age is defined, service providers must comply with the provisions of ilo conventions no. 138 and 182.

They are therefore expected to verify, by any lawful means, the age of their employees.

The minimum working age set by the ilo is 15, except in certain countries where employment of children aged 14 is permitted.

The minimum age requirement must also take into account the arduousness of the work.

Persons under 18 must not perform night work, hazardous work, or any activity that could be harmful to their physical or mental health.

### **8.2.2 Prohibition of Forced Labor and Slavery**

Service Providers must not engage in or benefit from any form of forced or compulsory labor. No individual shall be required to perform work or provide services under the threat of any penalty, and without having offered themselves voluntarily.

The retention of employees' identity documents and the requirement of a deposit at the time of hiring are strictly prohibited. Service Providers must not practice or benefit from any form of servitude, human trafficking, or slavery and must comply with ILO Convention No. 29.

### **8.2.3 Fair remuneration**

Service Providers must respect employees' right to receive fair remuneration sufficient to ensure a decent standard of living for themselves and their families.

Wages must be at least equal to the statutory minimum wage applicable in the country where the work is performed and must be paid without delay, regularly, and in full, in legal tender.

#### 8.2.4 Decent working hours

Service Providers must ensure that employees' working hours and rest periods comply with applicable laws and regulations in the country where they operate.

Overtime must be voluntary, compensated at an increased rate, and must not pose an occupational health or safety risk.

Service Providers may, through a collective agreement or equivalent arrangement, replace all or part of overtime pay with equivalent compensatory rest.

#### 8.2.5 Non-Discrimination, Harassment, and Inhumane Treatment

Service Providers must prohibit any form of discrimination based on gender, age, origin, religion, sexual orientation, physical appearance, health status, family situation, pregnancy, political opinions, trade-union membership, disability, or any other form of discrimination, particularly in hiring, training, or promotion.

All forms of harassment, threats of violence, abuse, coercion, or corporal punishment are unacceptable and intolerable.

Service Providers must ensure that all employees are treated with dignity and humanity.

#### 8.2.6 Promotion of Diversity

Service Providers are encouraged to promote diversity within their organizations and to implement measures facilitating the inclusion and continued employment of persons facing difficulties or living with disabilities.

#### 8.2.7 Health, Safety, and Workplace Hygiene

Service Providers must identify and assess potential health and safety risks within their organizations and implement appropriate procedures to prevent or mitigate such risks.

Training must be provided to employees who may be exposed to these risks.

Service Providers must ensure that workplace hygiene and safety procedures are respected, including compliance with national standards regarding indoor air quality (ventilation), noise levels, temperature, and lighting.

Fire-prevention equipment must be installed, and evacuation drills are conducted regularly.

Service Providers are expected (i) to identify and mitigate employee exposure to occupational risks, and (ii) to strengthen employee protection in case of accident, including through insurance coverage.

They must also provide employees with appropriate individual and collective protective equipment.

#### 8.2.8 Freedom of Association and Collective Bargaining

Service providers must respect employees' rights to freedom of association and collective bargaining, in accordance with applicable national and international laws and regulations.

They must maintain a collaborative approach with employees and seek to prevent conflicts through effective and continuous social dialogue.

#### 8.2.9 Respect for local communities

Service Providers must respect the local communities within which they operate.

They are encouraged to support and promote initiatives that contribute to the economic and social development of these communities.

## Article 8.3: Preventing Anti-Competitive Practices

Service Providers must take all necessary measures to prevent anti-competitive behavior. They must in particular refrain from participating in any form of collusion or abuse of a dominant position.

Service Providers must not share any sensitive information (such as client lists, marketing plans, commercial strategies, purchase or sale prices, etc.) with third parties — especially with Eurazeo's competitors.

They are also encouraged to familiarize themselves with the laws and regulations applicable to competition in each country where they operate and to seek professional advice when necessary.

## Article 8.4: Environmental Responsibility and Carbon Data Transparency

### 8.4.1 Environmental Responsibility

Service Providers must comply with all applicable national and international environmental laws and regulations.

They are expected to apply the precautionary principle by identifying, assessing, and mitigating potential environmental risks, and by taking all appropriate measures to prevent or eliminate them.

Service Providers must minimize their environmental impact by:

- Contributing to the fight against climate change,
- Reducing their energy consumption, CO<sub>2</sub> emissions, and water use,
- Limiting their impact on biodiversity in the sourcing of raw materials and the generation of waste and discharges,
- Reducing the use of non-renewable resources or products that are not environmentally friendly.

Service Providers are encouraged to promote innovation processes that favor the development of products with the lowest possible environmental impact throughout their life cycle.

Service Providers providing industrial services are also expected to:

- Implement programs to ensure that their products do not contain prohibited or illegally sourced raw materials (e.g., skins from protected animals or substances derived from protected plants) and that the best possible conditions of breeding, transport, and living are ensured,
- Identify and manage any material or chemical substance that may pose a risk if released into the environment, ensuring that handling, transport, storage, recycling, reuse, and disposal are carried out safely and in compliance with applicable regulations,
- Monitor wastewater and solid waste resulting from their operations and treat them in accordance with the laws governing their discharge or disposal,
- Monitor, control, and treat atmospheric emissions of chemical substances, aerosols, corrosive products, particles, or volatile chemicals that deplete the ozone layer,
- Reduce or eliminate all types of waste, including through recycling, composting, and material reuse, and by limiting waste generation at the source, notably through reduced packaging,
- Prioritize the use of eco-designed materials.

### 8.4.2 Carbon Data Transparency and Emissions Reduction

Understanding and managing greenhouse gas emissions is essential to ensuring business resilience, competitiveness, and compliance with evolving regulatory and market expectations.

In line with its climate commitments, Eurazeo measures its own greenhouse gas emissions and expects its Service Providers to provide accurate and transparent carbon data, which is essential to assessing the resilience of Eurazeo's value chain.

To ensure transparency and effective management of climate-related risks, Eurazeo sets out the following expectations and recommendations for its Service Providers:

Eurazeo strongly expects its Service Providers to:

- Measure and disclose their greenhouse gas emissions (Scopes 1, 2, and 3 upstream) in line with the GHG Protocol or an equivalent standard;
- Ensure data accuracy, completeness and cooperate with Eurazeo to enable transparent carbon data collection.

Service Providers are encouraged to:

- Define a decarbonization pathway consistent with the 1.5°C objective of the Paris Agreement and, where possible, set reduction targets aligned with the Science Based Targets initiative (SBTi);
- Report annually on progress, particularly for activities with significant environmental impacts.

To facilitate this process, Eurazeo collects climate-related information through an annual questionnaire, to which Service Providers are required to respond accurately and in a timely manner.

Eurazeo relies on EcoVadis as a key third-party ESG assessment tool to assess and monitor the ESG maturity of its Service Providers. Service Providers are therefore strongly encouraged, where relevant, to engage in EcoVadis assessments and to update them periodically, particularly for activities with material environmental impacts.

## **Supplier Signature**

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First Name - Last Name:

Company name :

Title or job position :

e-mail address:

Telephone:

