

SUBSCRIPTION AGREEMENT: TERMS AND CONDITIONS

Version 18/03/2024

These General Terms and Conditions of Subscription apply to any subscription to the SHOPPINGFEED Solution made by a professional (*hereinafter "the Client"*) with SHOPPING FLUX, a simplified joint-stock company, with share capital of €300,000 registered with the Trade and Companies Register of Créteil under number 531 496 339, whose registered office is located at 35 rue de la Gare, 94230 CACHAN (*hereinafter "the Provider" or "SHOPPINGFEED"*).

SHOPPINGFEED is the designer and publisher of its feed management software for Product Catalogs to Broadcast Channels, such as marketplaces, shopbots (*hereinafter "the Solution"*). The Solution makes it possible to manage, distribute and optimize the visibility of Product Catalogs on Broadcast Channels.

IMPORTANT

Any Subscription to the Solution necessarily implies the Customer's unreserved acceptance of these General Terms and Conditions.

ARTICLE 1. DEFINITIONS

Terms beginning with a capital letter in the Contract, whether used in the singular or in the plural, will have the meaning given to them below.

- « **Subscription** »: refers to any subscription to the SHOPPINGFEED Solution by a Customer. The Subscription is governed by these General Terms and Conditions of Subscription.
- « **Back-Office** »: refers to the interface provided by SHOPPINGFEED through which the Customer can administer and configure the flows between his e-commerce Site and the Broadcast Channels, and view order information;
- « **Customer Database** »: designates the database which contains the information of the Customer's products.
- « **Broadcast Channel** »: refers to any platform, such as marketplaces, shopbots, social networks likely to distribute the Product catalogs of the Client. ;
- « **Product catalog** »: refers to any file, whatever its format, retrieved by the SHOPPINGFEED Solution containing data relating to the Customer's products.

- « **Customer** »: designates any natural or legal person acting in a professional capacity and who subscribes to the Service, as well as any agency reselling or not the Solution which manages subscriptions to SHOPPINGFEED for its own customers. As such, it is expressly provided that the Customer acts within the framework of his usual or commercial activity;
- « **End Customer** »: means the customer of the Customer purchasing its products through one of the Broadcast Channels;
- « **“Contract” or “Agreement”** »: refers to these subscription conditions and any appendix governing the terms of subscription to the Solution as well as the provision of the Services offered by the Service Provider;
- « **Contents** »: designates all the information, texts, inventory data, brands, images, hypertext links and in general all the elements and content of the Customer transmitted to SHOPPINGFEED with a view to their publication on the various Broadcast Channels and present on the Product catalog client ;
- « **Data** »: means the data relating to the product catalog of the Database of the Customer, transmitted by the Customer in a format indicated by SHOPPINGFEED and processed by the Solution for transmission to the Broadcast Channels, and the personal data of the End Customers present in the orders (identity, address, email) returned from them;
- « **Identifiers** »: means both the user's own identifier ("login") and the connection password ("password"), communicated after registration for the service;
- « **Offer** »: refers to the various Subscription offers offered by SHOPPINGFEED to potential Customers;
- « **Part** »: means SHOPPINGFEED and the Customer collectively, and individually one of them;
- « **Services** »: refers to all the services provided by the Service Provider allowing Customers to benefit from the Solution;
- « **Site** »: refers to the Website published by SHOPPINGFEED accessible at the address <https://www.shoppingfeed.com>.
- « **E-commerce site** »: designates the online sales site from which the Customer markets its products;

- « **Solution** »: means the software published by SHOPPINGFEED, allowing the processing of the product catalog of the Client, the sending and receiving of the processed Data to the Broadcast Channels;
- « **E-commerce solution** »: refers to technical solutions for the creation and management of e-commerce sites;
- « **Anomaly** »: refers to design defects, malfunction or interruption of operation, of any nature whatsoever, as well as any non-compliance, including technical, functional or visual, with respect to the Service, affecting all or part of the Solution . Anomalies are classified according to their degree of severity:
 - “Critical Anomaly”: an Anomaly is said to be Critical when it leads to the interruption of the Service in whole or in part for all users.
 - “Major Anomaly”: an Anomaly is said to be Major when it leads to the interruption of the Service in whole or in part for a limited number of users.
 - "Minor Anomaly": refers to an Anomaly that does not reduce the possibility of using the platform but harms its experience. Data sent to Broadcast Channels is not cut.
- « **User** »: means the person placed under the responsibility of the Customer (agent, employee, representative, etc.) and benefiting from online access to the Application Services under the user license contracted by the Customer.

ARTICLE 2. PURPOSE

These “General Terms and Conditions of Subscription” (GTCS) govern the subscription of a Subscription by a Customer with the Service Provider, as well as the terms and conditions applicable to the Services ordered by the Customer.

SHOPPINGFEED offers Customers Services including:

- I. A right to remote use of the Solution for the processing of the Product Catalog, the sending of the processed Data to the Broadcast Channels, and the reporting of order information from the Broadcast Channels;
- II. Access to a Back-Office to manage the transmission of data from the Product Catalog to the Broadcast Channels.

The Customer is clearly informed that the Solution is only intended for professionals. Only a professional Customer can take out a Subscription with the Service Provider.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The Contract is comprised of the following contractual documents, listed in order of precedence:

- Appendixes;
- The Special Conditions if the Parties have come together to define them;
- These General Terms and Conditions of Subscription (GTCS).

The Contract applies to all the Services provided to the Client who cannot, therefore, rely on any provision of his own general and/or specific conditions.

The Appendix - “SPECIAL CONDITIONS”, if it exists, prevails over these General Terms and Conditions of Subscription.

ARTICLE 4. ACCEPTANCE OF THE GENERAL CONDITIONS OF SUBSCRIPTION

The Customer undertakes to carefully read these General Terms and Conditions of Subscription and to accept them before proceeding to the payment of his Subscription. The Customer is also invited to download them, print the General Terms and Conditions of Subscription and keep a copy.

The Service Provider recommends that the Customer read these GTCS before any new subscription to a Subscription, the latest version of said General Terms and Conditions of Subscription applying to any new Subscription.

ARTICLE 5. CUSTOMER INFORMATION

Before subscribing, the Customer acknowledges having verified the suitability of the Services and the Solution to his needs and having received from SHOPPINGFEED the information and advice necessary to subscribe to this commitment knowingly.

SHOPPINGFEED will refer, if necessary, to the information provided by the Customer to advise him of an Offer that meets his needs.

ARTICLE 6. PREREQUISITES APPLICABLE TO THE CUSTOMER'S INFORMATION SYSTEM

Prior to Subscribing to the Service, the Customer certifies having verified that all of its hardware, software and Internet flows are sufficiently sized and protected by anti-virus software to enable it to use the Solution correctly. The Customer is responsible for the maintenance and updates of its software and hardware.

Aware of the specificity of the Solution based on hardware and software resources internal to its organization, the Customer undertakes to inform SHOPPINGFEED of any modification of the said organization which could impact the use of the Services, namely change of solution and - commerce, change of hosting infrastructure, modification of the labels of the Data fields (titles, organization, etc.) or the mode of connection to the Data (in particular the authorizations) or of the settings.

SHOPPINGFEED cannot be held liable in the event of non-compliance with this obligation by the Customer, the consequences of organizational modifications or material changes made by the Customer.

ARTICLE 7. SUBSCRIPTION TO SERVICES – CREATION OF AN ACCOUNT AND PROVISION OF AN IDENTIFIER

To be able to subscribe to the Services, the Customer is invited to select the Offer that corresponds to his needs via his sales contact.

Subscription to the Service entails the creation of access to the Back-Office by the Service Provider.

Access to the Service and the creation of its Back-Office are in particular conditioned by the provision by the Customer of his correct contact details, and by his ability to contract on behalf of the company he represents if the Customer is a person moral.

SHOPPINGFEED provides the Customer with the Identifiers necessary to access the Services and the Back-office, including a user name and a password.

The Customer may ask SHOPPINGFEED to modify the Identifiers (loss, departure of an employee, etc.). To do this, the Customer must send his request to the following address: contact@shoppingfeed.com .

The Customer undertakes to ensure the confidentiality of its Identifiers, even if the Service is used by one of its employees or service provider on behalf of the Customer.

In addition, the Customer undertakes to notify SHOPPINGFEED in the event of unauthorized or fraudulent use of its Back-Office or its Identifiers as soon as it becomes aware of it, by any means.

Under no circumstances can SHOPPINGFEED be held liable in the event of the theft of a Customer's identity.

By express agreement between the Parties, except in the event of a malfunction or security breach on the part of SHOPPINGFEED, any operation carried out using the Customer's Identifiers is deemed to originate from the Customer, who assumes sole responsibility, insofar as SHOPPINGFEED does not have any obligation and does not have the technical means allowing it to ensure the identity of the people who connect from the Identifiers.

Subject to good involvement on the part of the Customer and the availability of the SHOPPINGFEED teams, it is possible to proceed with the deployment of the Solution within a reasonable time from the date of signature.

ARTICLE 8. SOLUTION SERVICES

8.1. General provisions

After purchasing a Subscription, the Customer will be able to benefit from the following Services:

- The automatic recording of orders made by End Customers on the Broadcast Channels in the administration interface of the Customer's E-commerce Software solution;
- The right to use the Solution remotely to process the Customer's Product Catalog, the sending of the processed Data to the Broadcast Channels, and the feedback of order information from the Broadcast Channels;
- Support from SHOPPINGFEED for the installation and handling of the Solution under the defined conditions in the Appendix - PRICING CONDITIONS signed by both Parties.

8.2. Support for the implementation of the Solution

After opening his account, the Customer will be able to benefit from support for the implementation of the Solution and the first handling.

However, the Customer remains solely responsible for the proper installation of the Solution.

8.3. Access to Broadcast Channels

The Solution is a feed transmitter. Its operation is directly dependent on the technical characteristics of the Customer's Product Catalog and the Broadcast Channels.

The list of Broadcast Channels accessible through the Solution is presented on the Site. This list is established by SHOPPINGFEED at its sole discretion and is subject to change, including during subscription. Given the constant changes in the variety of Broadcast Channels, SHOPPINGFEED does not guarantee the Customer accessibility to all existing Broadcast Channels.

The legal or natural persons offering the Broadcast Channels are third parties to these General Terms and Conditions of Subscription. The Customer himself becomes aware of and accepts in a completely independent manner from SHOPPINGFEED the conditions of the Broadcast Channels.

The Solution makes it possible to transmit the Data to the Broadcast Channels, but the distribution of products from the Customer's Product Catalog remains subject to the rules of the Broadcast Channels independently of the operation of the Solution. Among other things and in a non-exhaustive way, SHOPPINGFEED does not guarantee the Customer against:

- A delisting of the Client on a Broadcast Channel, for example, and without this list being exhaustive, in the event of poor Client statistics on the Broadcast Channel or non-compliance with the contract binding it with the Broadcast Channel;
- Poor presentation of a product on a Broadcast Channel, each Broadcast Channel being free to determine the terms of listing the Products it offers for sale.

8.4. Solution Interface Module to a product database (example E-commerce site) client

By default, the Customer must use its own connections from its Database to the Solution.

8.4.1. Solution interfacing module developed by SHOPPINGFEED for the Customer's Database developed using a SaaS Platform

In the event that SHOPPINGFEED has developed a module for a SAAS solution, SHOPPINGFEED remains responsible for the proper functioning of its interfaced module on the Customer's Database except in the cases mentioned in Article 16 - "Responsibility".

8.4.2. Module for interfacing the Solution with the Customer's Product catalog in the case of open source software or software developed internally or in the case of SAAS software that would not fit into article 8.4.1

In the case where the Customer's Database is developed thanks to an Open Source solution or specific development, the Customer is solely responsible for the proper functioning of the connection with the Solution. Indeed, in the event that the Customer interfaces the Solution on a Database developed in

Open Source or specific development, it becomes in fact impossible for SHOPPINGFEED to control the developments carried out by the Customer on its Database.

The Customer therefore remains entirely responsible in the event that the developments carried out on its Database alter the proper functioning of the Solution. Under no circumstances can SHOPPINGFEED be held liable in the event of a malfunction of the Solution linked to the development choices of the Customer whose Database is developed in Open Source.

For certain compatible e-commerce Solutions presented to the Customer on the Site, SHOPPINGFEED develops modules for interfacing the Solution with the Customer's Database for the standard version of said Open Source solutions. These modules are APIs (*application program interface*) open made available to the Customer. The Customer remains free to use the proposed API, it being understood that the decision to use or not the API remains the sole responsibility of the Customer.

SHOPPINGFEED cannot be held responsible for problems encountered with the interfacing module, and for any necessary modifications to the interfacing module to adapt to the specifics of the Customer's Database, due to the Open Source character or specific development from the Customer's Database.

The Customer is prohibited from using these modules for purposes other than interfacing its Database and the Solution. SHOPPINGFEED's authorization to use the modules by the Customer is limited to the duration of these General Terms and Conditions of Subscription.

The Customer remains entirely responsible for uninstalling the module or connection to the Solution following termination of the Subscription.

8.5. Support

In the event that the Customer encounters a difficulty preventing access to all or part of the functionalities of the Solution, and after ensuring that the problem or malfunction encountered is not related to its own hardware and software equipment, the latter can contact the Service Provider:

- By completing the form provided in its Back-Office;
- By sending an email to the following address: support@shopping-feed.com ;

The Service Provider will only take into account a Customer complaint if the latter communicates to the Service Provider all of his identification data, namely: his Shoppingfeed ID.

The Customer is informed that tickets opened following a Customer complaint are processed by SHOPPINGFEED on working days and hours, namely Monday to Friday from 9:30 a.m. to 12:30 p.m. and

from 2 p.m. to 6 p.m. CET. SHOPPINGFEED undertakes to respond within the time limits set out in the Contract binding it to the Customer.

The Customer is also informed that, in order to allow SHOPPINGFEED to resolve the ticket opened by the Customer, SHOPPINGFEED may ask the Customer for FTP access to its Database. FTP accesses are provided to SHOPPINGFEED by the Customer under his sole responsibility. The Customer undertakes in particular to transmit only temporary accesses, and to modify FTP accesses as soon as the support ticket is closed.

The Customer agrees that its Data or the data of its Channels may be used in a pre-production environment for testing purposes.

When the Service Provider considers that the Customer complaint has been processed, the latter closes the ticket and informs the Customer by email. The Customer then has a period of two (2) working days from the notification of the closure of his ticket to contest said closure. In the absence of a dispute from the Customer, the latter is deemed to have accepted the closure of the ticket.

SHOPPINGFEED customer support does not carry out any consulting services or specific development for the Customer. Any specific developments will systematically be the subject of a preliminary estimate and additional invoicing.

The Customer acknowledges that SHOPPINGFEED's customer support only intervenes in the operation of the Solution, and therefore never replaces the Customer who remains fully responsible for the administration of his Database, his use of the Service, the APIs made available, its settings, its relations with a Broadcast Channel and/or with its End Customers.

ARTICLE 9. CONFIGURATION OF THE SOLUTION

The Solution developed by SHOPPINGFEED is made available to the Customer to allow him to transfer his Data to the Broadcast Channels. However, the role of SHOPPINGFEED is limited to providing the Solution. The Customer assumes sole responsibility for setting the flow of Data processed by the Solution (products in the catalog, price rules and stock status, etc.), including in the event of intervention by SHOPPINGFEED at the Customer's request insofar as SHOPPINGFEED acts only on instructions from the Client. Aware that SHOPPINGFEED is a software program and not an agency, the Customer also assumes sole responsibility for monitoring his or her Data. The deactivation or reactivation of the alerts proposed in the SHOPPINGFEED software is also the responsibility of the Customer. Once the Customer has notified SHOPPINGFEED, SHOPPINGFEED undertakes to propose a solution to resolve the problem within the timeframe specified in the Contract.

The support that SHOPPINGFEED could provide to the Customer for the implementation and handling of the Solution can in no way be assimilated to a service giving rise to an obligation of result.

The consideration by the Solution of the configuration action carried out by the Customer within the solution is immediate. The taking into account of the action of this setting by the Broadcast channel depends on the latter, which the Customer expressly acknowledges and accepts. The Customer is informed that SHOPPINGFEED makes backups of its settings. The Customer acknowledges and accepts that these backups are made every 24 hours and kept for 48 hours. Settings dating back less than 24 hours may be lost in the event of an incident.

In the event of a request by the Customer to restore the settings on the SHOPPINGFEED Solution, the Customer will be billed an amount of €500 excluding tax unless the loss of the settings results from a failure of SHOPPINGFEED or one of its - contractors.

ARTICLE 10. OBLIGATIONS OF THE PARTIES

10.1. Customer Obligations

10.1.1. Obligation to cooperate

The Customer acknowledges that he is the only one to have information relating to his product catalog. As such, the Customer undertakes to collaborate actively with the SHOPPINGFEED teams for the proper functioning of the Services. This collaboration will be reinforced in particular in the following cases:

- when requesting information from SHOPPINGFEED,
- in the event of an alert,
- in the event of a malfunction of the Service.

Where applicable, the Customer undertakes to scrupulously respect the instructions given by SHOPPINGFEED for the use of the Solution, and to ensure that they are transmitted to all Users.

10.1.2. Use consistent with the purpose of the Service

The Service may only be used for product catalog management of the Client's Database allowing centralized management of the publication of sales offers on the Broadcast Channels respecting public order and good morals. The Customer undertakes to comply with the legislation and regulations in force.

The Customer is prohibited from any other use, any other use being subject to the prior written authorization of SHOPPINGFEED.

10.1.3. Loyal use of the Service

The Customer undertakes to use the Service according to the usual standards of the profession, and not to carry out any act likely, intentionally or not, to have an impact on the normal operation of the Service for Customers of SHOPPINGFEED, whatever be the amplitude and the nature of this impact.

10.1.4. Obligation of information

The Customer undertakes to inform as soon as possible and in any way whatsoever SHOPPINGFEED of any act of counterfeiting of the Solution, or likely to be so qualified of which it would have been aware and of any loss or destruction of data as well as any malfunction, even non-blocking of the Service.

The Client undertakes to send the Service Provider a valid email address which will be dedicated to communications.

10.2. SHOPPINGFEED obligations

10.2.1. Service Availability

SHOPPINGFEED undertakes to provide the Solution and the Services diligently and according to the rules of the art.

SHOPPINGFEED will use its best efforts to make the Service available to the Customer 24 hours a day, 7 days a week, without interruption other than those required for the purposes of curative or evolutionary maintenance of the Solution or, in general, to ensure the proper functioning of the Service.

However, the Customer is warned of the technical hazards inherent to the Internet, and of the access interruptions which may result therefrom. Consequently, the Service Provider will not be held responsible for any unavailability or slowdown of the Application Services.

The Customer acknowledges that, in the event of unavailability of the Service, he retains the full and entire capacity to directly manage his orders on the Backoffices of the Broadcast Channels or to pause his advertising campaigns. Also, SHOPPINGFEED cannot be held liable for unprocessed orders on the Broadcast Channels caused by the unavailability of the Service due to technical hazards inherent to the Internet.

SHOPPINGFEED reserves the right to close access to the Service for the purposes of curative or evolutionary maintenance of the Solution. These closures will, as far as possible, be carried out outside of

peak hours and subject to prior written information to Customers at least 24 hours in advance with regard to ongoing maintenance.

In the event of an interruption for maintenance purposes, the Customer's Back-office will be inaccessible. On the other hand, SHOPPINGFEED will maintain the feeds between the Customer's Database and the Broadcast Channels. SHOPPINGFEED cannot however guarantee the integrity of the feeds during the maintenance period of the Solution. as defined above, and guarantees feeds, including clicks, redirects and escalations of orders at 99%.

In fine, SHOPPINGFEED undertakes to provide, as far as possible:

- Guaranteed Response time of forty-five (45) minutes during office hours for critical anomalies and four (4) hours for major/minor anomalies;
- and a Guaranteed Recovery Time of six (6) hours during office hours.

The deadlines mentioned above run from the moment the Customer, the partner or SHOPPINGFEED opens a Support ticket to declare the incident.

For any ticket opened outside office hours, the Intervention Guarantee runs from the first working hour following the opening of the ticket.

The compensations of interruption, of any kind, are the following :

<i>Interruption duration</i>	<i>Compensation as a % of the monthly subscription</i>
< 1 hour	0%
< 4 hours	5%
Between 4 and 10 hours	10%
> 10 hours	20%

>12-24 hours	25%
>48 hours	30%

10.2.2. Maintenance

The Service Provider undertakes to make every effort to have the technical corrections to be made to the Solution carried out as soon as possible concerning any anomalies in operation and/or compliance with the applicable safety standards.

The Service Provider provides Customers with Customer Support accessible under the conditions defined in Article 8.5 hereof.

On the other hand, the Customer acknowledges that the Service Provider cannot be held responsible for the Maintenance in the following cases:

- Refusal of the Customer to collaborate with him in the resolution of anomalies and in particular to answer questions and requests for information;
- Use of the Application Services in a way that does not comply with their intended purpose or their documentation API (<https://developer.shopping-feed.com>) ;
- Failure of the Customer to fulfill its obligations under the Contract;
- Failure of electronic communication networks;
- Voluntary act of degradation, malevolence, sabotage;
- Deterioration due to a case of force majeure or improper use of the Application Services.

However, the Service Provider may take charge of the resolution of malfunctions caused by the cases listed above, at the rate negotiated between the Parties on the date of intervention.

10.3 Non-Denigration Clause

The Parties agree that maintaining a positive and respectful relationship is mutually beneficial. Therefore, they agree not to make, directly or indirectly, any disparaging, false, or defamatory statements about the other Party, its products, services, officers, employees, or operations.

Each Party commits not to disparage or harm the reputation of the other Party, whether orally, in writing, or via social media or any other form of communication. This obligation extends to not spreading rumors, false information, or malicious comments that could damage the image or reputation of the other Party.

This clause shall not prevent a Party from making truthful statements as required by law, court order, or a competent regulatory body.

In the event of a breach of this clause, the aggrieved Party may, at its discretion :

- terminate the present contract by operation of law under the same conditions as set out in article 15.3.
- seek redress, including but not limited to, damages for any harm suffered.

The obligations stipulated in this clause shall remain in force for the duration of this Contract and will continue to apply for a period of two years, from the date of termination or expiry of the Contract.

ARTICLE 11. FINANCIAL TERMS

11.1. Price

The subscription by the Customer to the Subscription allowing him to benefit from the Solution gives rise to the financial terms detailed in the Appendix - "PRICING CONDITIONS".

The pricing change by SHOPPINGFEED will give rise to a communication to the Customer by SHOPPINGFEED at least two (2) months before its entry into force.

In the event of disagreement by the Customer on the new pricing, the Customer may terminate his Subscription for convenience in accordance with Article 15.1. of this Agreement.

In the absence of termination formulated by the Customer, the new prices will be applied to him from the date indicated by SHOPPINGFEED.

SHOPPINGFEED undertakes not to apply any general rise tariff for Customers whose seniority is less than twelve (12) months.

The price of the Subscription is indicated in euros and is exclusive of taxes.

11.2. Methods and means of payment

The amount of the Subscription will be invoiced monthly to the Customer.

Payment for the Subscription is made either by credit card, by bank transfer or by direct debit.

SHOPPINGFEED uses payment solutions offered by the following providers:

- Stripe whose terms and conditions are accessible at the following address:
<https://stripe.com/fr/privacy>
- GoCardless whose terms and conditions can be accessed at: <https://gocardless.com/fr-fr/legal/>

The Customer undertakes to provide SHOPPINGFEED, in an exhaustive manner, with all the information necessary to ensure the effective processing of payments, where applicable. He undertakes in particular to inform and update as soon as necessary his means of payment, his name or his company name, his postal address, his bank details, his intra-community VAT number as well as a valid email address.

The Customer guarantees SHOPPINGFEED that he has all the authorizations required to use the chosen means of payment.

SHOPPINGFEED takes all necessary measures to guarantee the security and confidentiality of data transmitted online.

11.3. Invoices

In case of payment by direct debit or any other means of payment, the invoice will be issued monthly by SHOPPINGFEED and sent to the Customer by email to the email address present in the SHOPPINGFEED interface. The amount of the Subscription for month N is invoiced on the last day of month N. Invoices are payable immediately, or according to the conditions negotiated in the Contract, by the payment method chosen by the Customer at the time of Subscription to the Service .

11.4. Late or refused payment

In the event of non-payment after a first reminder by registered letter, access to the Services will be suspended fifteen (15) working days after receipt. The Client will no longer have access to the Back Office of the Solution. For convenience, all flows remain operational, except for order flows between the SHOPPINGFEED Solution and the Customer's Database. Without regularization within thirty (30) days of receipt, the service will be interrupted in its entirety.

In this case, it is specified that in the absence of payment of the invoices, access to the Solution will be closed and all the deadlines of the fixed-term contract will remain due until the scheduled expiry date.

In the event of default or late payment, SHOPPINGFEED applies late payment penalties calculated as follows:

*Late payment penalties = (amount including tax of the invoice * RATELEGAL APPLICABLE FOR THE SEMESTER) * (number of days late in the semester / 365)*

The APPLICABLE LEGAL RATE means and three times the legal interest rate in force applied by the European Central Bank in its most recent refinancing operation.

Late payment penalties are payable the day following the payment date appearing on the invoice without the need for a reminder. Any Customer in a situation of late payment is automatically indebted, with regard to the creditor, to a lump sum compensation for recovery costs in the amount of 40 euros. When the collection costs incurred exceed the amount of this fixed compensation, SHOPPINGFEED may request additional compensation, upon justification.

ARTICLE 12. INTELLECTUAL PROPERTY

12.1. Property of SHOPPINGFEED

SHOPPINGFEED declares and warrants:

- that the Solution he has developed is original within the meaning of the French Intellectual Property Code,
- that he is the holder of all the intellectual property rights which allow him to conclude the Contract.

The Service Provider is and remains the owner of the property rights relating to any element of the Application Services and the Solution made available to the Customer.

The Contract does not confer on the Customer any right of ownership over the Solutions. The temporary provision of the Solution under the conditions provided for in the Contract cannot be analyzed as the transfer of any intellectual property right for the benefit of the Customer, within the meaning of the Intellectual Property Code.

The Customer is prohibited from reproducing any element of the Software, or any documentation relating to it, by any means whatsoever, in any form whatsoever and on any medium whatsoever, except with the agreement of SHOPPINGFEED.

The Customer may not assign all or part of the rights and obligations resulting from the Contract, whether in the context of a temporary assignment, a sub-license or any other contract providing for the transfer of said rights and obligations, except with the agreement of SHOPPINGFEED subject to the conditions set out in article 21 below.

The Customer also acknowledges that all elements of the Site are the exclusive property of SHOPPINGFEED. Any total or partial reproduction of the Site and its content, by any means whatsoever, without the express prior authorization of SHOPPINGFEED is prohibited and will constitute an infringement punishable by the provisions of the Intellectual Property Code.

12.2. Licence

By this Agreement, the Service Provider grants the Customer a license to use the Solution.

It is specified that this license is non-exclusive, non-transferable and cannot be considered as a transfer of ownership of any kind in favor of the Customer. The latter is therefore prohibited from assigning, exchanging, lending, renting or granting to a third party, even free of charge, any right of use conferred by this Agreement.

This license is granted for the whole world, for the entire duration of this Agreement, in return for the sums agreed in the Appendix - "PRICING CONDITIONS".

In addition, it is recalled that any use that does not comply with the license is liable to legal proceedings.

SHOPPINGFEED guarantees the Customer peaceful enjoyment of the Solution and of any deliverable comprising it.

If a third party alleges that the Solution, or any deliverable provided under the Contract, constitutes an infringement of its intellectual property rights, and that this results in an enforceable or final judicial condemnation, SHOPPINGFEED will indemnify the Customer against all damages as well as the costs and expenses (including reasonable attorneys' fees relating to the defense of the said allegation of infringement) and other direct prejudicial consequences borne by the Customer on the basis of such allegation.

In all cases, SHOPPINGFEED will be called to the procedure to assert its rights and comply with its warranty obligation.

12.3. Customer Property

The Customer declares to hold all the intellectual property rights to the Content published on the Broadcast Channels.

The Customer declares that said Content does not in any way infringe the rights of third parties, in particular that it does not constitute an infringement or an act of unfair or parasitic competition of a pre-existing work and that it does not in any way infringe the intellectual property rights of third parties.

With a view to the execution of this Contract, the Client grants a free and non-exclusive license to the Service Provider, to use, reproduce, represent, adapt and make available to the public the said Content

including in particular the brands, logos, creations protected by the copyright as well as any visible distinctive signs for the execution of this Contract and any associated contract. This license will be valid for the duration of this Agreement and worldwide.

12.4. Commercial reference

SHOPPINGFEED authorizes the Customer to cite its corporate name as a commercial reference, subject to obtaining the prior written consent of SHOPPINGFEED. This authorization is valid only during the term of this Agreement.

The Customer also expressly authorizes SHOPPINGFEED to cite, throughout the term of this Agreement, as a commercial reference, its corporate name and the brands of its products.

Each Party expressly undertakes not to harm the image of the other Party.

ARTICLE 13. PERSONAL DATA

Each of the Parties guarantees the other Party compliance with the legal and regulatory obligations incumbent on it according to its role in respect of the protection of personal data.

13.1. Customer data

As part of the Services, the Service Provider is responsible for processing in that it collects and processes the Customer's personal data, in particular when the Customer subscribes to the Services.

These data are processed solely for the management, operation and provision of the Site and the Solution, the management of the execution of the Services, the management of the payment of the Subscription, the sending of newsletters and other communications commercial, the management of requests for rights arising from the GDPR and the amended Data Protection Act and for the proper functioning and continuous improvement of the Site, its functionalities and the Solution.

All Customer data is processed in accordance with these purposes.

The Customer's personal data is kept for the duration of the Contract and then for an additional period of five (5) years for the purpose of proof and is intended for the Service Provider as well as all the service providers associated with the operation of the Solution.

The Customer benefits in particular in this respect from the following rights:

- Rights of access, rectification, updating, portability and erasure of information concerning him, as well as a right to limit processing in accordance with Articles 49, 50, 51, 53 and 55 of the Data

Protection Act (french “Loi informatique et Libertés”) and the provisions of Articles 15, 16, 17 and 18 of the General Data Protection Regulations (hereinafter “GDPR”);

- Right of opposition for legitimate reasons in accordance with the provisions of Article 56 of the Data Protection Act and Article 21 of the GDPR;
- Right to define the fate of his data after his death, and choose whether or not to communicate to the Service Provider, his data to a third party who will have been previously designated. In the event of death and in the absence of instructions from the Client, the Service Provider undertakes to destroy its data, unless retention proves necessary for evidentiary purposes or to meet a legal obligation.

The Client may exercise their rights by sending an email to: dpo@shoppingfeed.com or by sending a letter to Shoppingfeed - Confidentiality and Personal Data Claims Department, 35 rue de la Gare 94230 Cachan (France).

The Client also has the possibility of introducing a complaint to the supervisory authorities and in particular the CNIL (<https://www.cnil.fr/fr/plaintes>).

All the information relating to the processing of personal data carried out by the Service Provider is detailed in the Privacy Policy accessible here: <https://f.hubspotusercontent20.net/hubfs/19665323/Legal/SHOPPINGFEED%20-%20Politique%20de%20Confidentialit%C3%A9.pdf>

13.2. Personal data of End customers

As part of the provision of the Services, the Service Provider may collect and process the personal data of End Customers.

The purpose of this processing is to provide the Customer with the data of End Customers collected via the various Broadcast Channels for the processing of orders from End Customers.

For this processing, the Service Provider will have the status of Data Processor of the Client within the meaning of the Data Protection Act (french “Loi informatique et Libertés”) of January 6, 1978 as amended and Article 28 of the GDPR. The Service Provider will therefore act on the instructions of the Client.

It is therefore expressly agreed between the Parties that the Customer, as Data Controller, will use all means in its possession to ensure the security and confidentiality of the personal data entrusted to it.

SHOPPINGFEED automatically anonymizes all personal data (PII) contained in orders processed by its customers, as part of the provision of the Services, after thirty (30) days from the closing of the order (shipped or canceled). Only the data essential to the proper functioning of the Solution will be kept.

For this processing of personal data, the Parties undertake to comply with the regulations in force applicable to the processing of personal data, as well as all the provisions and processing instructions provided for in the Appendix - “DPA – Data Controller”.

ARTICLE 14. DURATION

The Contract is concluded for the duration provided for in the Appendix - “PRICING CONDITIONS”, from the date of signing hereof.

The Subscription will then be renewed automatically by tacit agreement for the same duration, except in the event of a termination request made by the Customer in accordance with the terms provided for in Article 15 of this Agreement.

ARTICLE 15. SUSPENSION AND TERMINATION

15.1. Termination for convenience

15.1.1 Termination for convenience of a contract of indefinite duration

Each Party may terminate the subscription of the Subscription subscribed for an indefinite period, without justification or compensation, subject to compliance with a notice period of three (3) months.

Each Party must notify the termination to the other Party by sending it a registered letter with acknowledgment of receipt.

The Customer remains liable for the amount of the sums due for the Subscription to the Service until the day on which his account is closed.

SHOPPINGFEED will send the Customer an email confirming the termination of his Subscription.

15.1.2 Termination for convenience of a Fixed Term Contract

Each Party may terminate the Subscription taken out for a fixed period, without justification, subject to compliance with a notice period of three (3) months before the anniversary date of the Contract.

Each Party must notify the termination to the other Party by sending it a registered letter with acknowledgment of receipt.

In the event of termination for convenience by the Customer, he remains liable for the amount of the sums due under the Subscription to the Service throughout the duration of his initial commitment.

SHOPPINGFEED will send the Customer an email confirming the termination of his Subscription.

15.2. Termination or Suspension for Breach

In the event of breach of its contractual obligations provided for by this Agreement by one of the Parties, namely the obligations provided for in articles 10.1, 10.3, 11.2, 11.3 and 12 for the Customer and in articles 8, 10.2, 10.3, 12 and 13 for SHOPPINGFEED, the other Party may automatically terminate this Agreement.

In such a case, the Party will send to the other Party, on a durable medium, a registered letter with acknowledgment of receipt, referring to the specific facts or circumstances and the reasons justifying the sending of this notification, and enjoining it to remedy the breach noted within thirty (30) days following the sending of said letter. If, at the end of this period, the defaulting party has not satisfied all of its obligations and has not provided proof that its failure is due to a case of force majeure, as defined in article 1218 of the Code civil law, the complaining party may automatically terminate this Contract at the end of the aforementioned thirty (30) day period, without prejudice to any other recourse open to it.

Such termination must be notified by sending a registered letter with acknowledgment of receipt.

During the thirty (30) day period, if the breach is notified by the Service Provider, depending on the nature of the breach which will have been indicated in its registered letter with acknowledgment of receipt, SHOPPINGFEED reserves the right to suspend access to the Services at Customer concerned.

However, it is specified that if it decides to terminate the provision of all of its Services to a Customer, SHOPPINGFEED will be exempted from respecting the thirty-day notice period if it:

- Is subject to a legal or regulatory obligation to terminate the provision of all of its Services in a way that does not allow it to meet this notice period or;
- Exercises a right of termination for a reason of public order provided for by national law in accordance with European Union law;
- In the event of technical actions on the part of the Customer creating malfunctions of the Solution;
- May provide evidence that the relevant Customer has repeatedly breached this Agreement, resulting in the termination of the provision of all Services.

When this notice period does not apply, SHOPPINGFEED will still be required to send the Customer concerned, without undue delay, the statement of the reasons for this decision on a durable medium.

Such termination does not entitle the Customer to any compensation.

The Customer remains liable for the amount of the sums due for the subscription to the Service until the effective date of termination.

SHOPPINGFEED reserves the right to be compensated for its entire loss, if applicable.

Similarly, if SHOPPINGFEED suspects that the Customer is attempting to take unfair advantage of or misuse the refund policy or any of SHOPPINGFEED's other policies whatsoever, SHOPPINGFEED may, without prejudice to the possibility of terminating the Subscription under the terms cited above, suspend the Services or access to the Solution upon simple notification by email from the Customer.

15.3. Other termination assumptions

Each Party may terminate this Agreement in the event of cessation of activity by the other Party. The Party concerned will be required to notify the other Party by sending it a registered letter with acknowledgment of receipt.

In the event of termination for breach of article 10.3, the aggrieved Party will send the other Party, on a durable medium, a registered letter with acknowledgement of receipt, referring to the specific facts or circumstances and the reasons justifying the sending of this notification, and enjoining it to remedy the breach observed within two (2) months of the sending of the said letter. If, at the end of this period, the defaulting party does not retract, the complaining party may terminate the present Contract by operation of law on expiry of the aforementioned two (2) month period, without prejudice to any other remedy open to it.

15.4. Effect of termination

The termination of the subscription to the Service entails, without delay, in particular, the termination of the rights to use the Solution granted to the Customer. It also entails, among other things, the suspension of the Customer's access to the Back-office, the stopping of flows to the Broadcast Channels and the zeroing of stocks on the Broadcast Channels.

ARTICLE 16. LIABILITY

16.1 Responsibility of the Parties

One of the Parties may engage the liability of the other Party when it has previously been notified by registered letter with acknowledgment of receipt of the alleged breach and that the other Party has not

responded within thirty (30) working days from receipt of this formal notice. In any case, it is recalled that the responsibility of each of the Parties can only be sought in the event of proven fault.

SHOPPINGFEED shall be automatically released from any liability:

- Linked to the actual execution of the sales contract concluded between the Customer and the End Customers or generally to any dispute that may arise between the Customer and the End Customers;
- In the event of a dispute between the Customer and a Broadcast Channel;
- In the event of force majeure as defined by applicable case law;
- In the event of unavailability of the Services attributable to a third party at SHOPPINGFEED ;
- In the event of default of payment by the Customer;
- In case of violation of these by the Customer.

The Customer hereby acknowledges that SHOPPINGFEED cannot be held liable in the event of malfunctions or interruptions of the transmission networks or the Customer's computer equipment. SHOPPINGFEED thus declines all responsibility in the event of loss of data, intrusions, viruses, service interruption or other problems unrelated to SHOPPINGFEED.

The Customer is solely responsible for all the operations he carries out or for any operation carried out by a third party he has appointed for this purpose, when using the Solution. SHOPPINGFEED declines all responsibility for the content and the expected legal value of the items appearing in the Customer's Product Catalog as well as their assessment by any administration or jurisdiction.

Under no circumstances may SHOPPINGFEED be held liable, regardless of the type of action brought, for indirect damage of any kind for example, and without the list being exhaustive, any financial or commercial prejudice, loss of profit, commercial trouble, loss of profit, prejudice of a third party, or action brought by a third party against the Customer as well as their consequences, related to the present or their execution. The Customer is solely responsible for any damage, direct or indirect, material or immaterial caused by himself or one of his employees to SHOPPINGFEED or to third parties as a result of his use of the Services.

In any case, it is expressly agreed between the Parties that if SHOPPINGFEED's liability were retained in the context of the performance of this Agreement, it would be limited to all direct damages and all claims combined, to the sums paid by the Customer to SHOPPINGFEED, as payment for the Subscription taken out, for the last six (6) months. It is specified that the flow of business generated by the Customer will have no impact on the application of this clause, given the potential importance of the flow of business generated by the Solution for the Customer.

The Customer undertakes to insure its own risks, in accordance with Article 16.2 of this Agreement.

16.2 Assurance

SHOPPINGFEED declares that it is insured for its professional civil liability, with a notoriously solvent company, for all potential material and immaterial damage in the context of the provision of the Service. It will provide the Customer, on first request, with a certificate of insurance.

The Customer declares to be insured for his professional civil liability, with a notoriously solvent company, for all potential material and immaterial damage in the context of the use of the Service. He will provide SHOPPINGFEED, on first request, with a certificate of insurance.

ARTICLE 17. FORCE MAJEURE

The responsibility of the Parties cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in these GTCS results from a case of force majeure, as defined in article 1218 of the French Civil Code.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the contract. If the impediment is final, the contract is automatically terminated and the parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In the event of the occurrence of one of the aforementioned events, each of the Parties will endeavor to inform the other Party as soon as possible.

ARTICLE 18. VALIDITY OF THE GTCS

If any of the stipulations of these GTCS were to be declared void with regard to a legislative or regulatory provision in force and/or a court decision having the authority of res judicata, it will be deemed unwritten but not will in no way affect the validity of the other clauses which will remain fully applicable.

Such a modification or decision does not in any way authorize the Customer to disregard these General Terms and Conditions of Subscription.

ARTICLE 19. MODIFICATION OF THE GTCS

These General Terms and Conditions of Subscription apply to any Customer who takes out a Subscription to the Solution.

These GTCS are dated precisely and may be modified and updated by SHOPPINGFEED at any time. The applicable General Conditions are those in force at the time of subscription to the Subscription.

In the event that the Customer is committed for an indefinite period, SHOPPINGFEED reserves the right to modify this Agreement at any time. These modifications will be notified to the Customer by email at the address indicated on page 1 (or any other address explicitly communicated by the Customer) at least thirty (30) days before the entry into force of the changes. In the event of substantial changes to these, the following assumptions should be distinguished:

- Either the Customer consents to such material modifications, in which case these will automatically become effective on the date provided for in the notification;
- Either the Customer refuses the substantial modifications, in which case he may terminate the contract before the expiry of the notice period. This termination takes effect within fifteen (15) days of receipt of the notice.

The Customer expressly accepts that his silence following the information given about the modification of the Contract is considered as an acceptance of the modifications made.

In the event that the Customer is committed for a fixed period, SHOPPINGFEED guarantees the Customer that it will not modify the GTCS for the entire duration of the Customer's commitment.

ARTICLE 20. GENERAL PROVISIONS

The fact that one of the Parties has not demanded the application of any clause of these GTCS, whether permanently or temporarily, can in no way be considered as a waiver of the said clause.

In the event of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of these, the titles will be declared non-existent.

If any of the stipulations of the Contract were to be void with regard to a legislative or regulatory provision in force and/or a court decision having the authority of res judicata, it will be deemed unwritten but will not affect nothing the validity of the other clauses which will remain fully applicable.

Each of the Parties is a legal person independent of the other, whether from a legal or financial point of view. Thus each Party acts in its own name and under its sole responsibility.

None of the Parties may be considered as the representative of the other and may not act or commit on behalf of the other.

This Agreement excludes any relationship of subordination or desire to create a de facto company between the Parties.

Nevertheless, each of the Parties undertakes to always behave in relation to the other as a loyal partner in good faith, and in particular to bring to the attention of the other Party without delay any dispute or difficulty it may encounter in the performance of this Contract.

ARTICLE 21. CESSION

Each Party is free to assign or transfer, in whole or in part, its rights and obligations arising from the Contract as well as all the rights and obligations attached thereto to (i) all the companies controlled directly or indirectly by it or (ii) all companies controlled directly or indirectly by a company controlling it (iii) any third party in the context of a change of control of the Party concerned or any merger, demerger or partial contribution of assets.

For the present, control is understood within the meaning of Article L. 233-3 of the Commercial Code.

ARTICLE 22. PRIVACY

The Parties agree on the strictly confidential nature of the information of any kind exchanged between them, both in the pre-contractual, contractual and post-contractual period, and in general in the context of their commercial relationship.

Consequently, the Parties are strictly prohibited from disseminating to anyone, whether during the duration of their relationship or at their expiry for any reason whatsoever, all information concerning them, whether organizational, commercial or financial of which they may become aware.

The documents submitted by a Party for the purposes of the performance of the Contract are and remain the exclusive property of this Party and must be returned upon termination of the Contract, for any reason whatsoever.

In any case, the information of which the other Party will be aware must be used exclusively for the purposes of the execution of these presents.

In addition, all acts and agreements that will be formalized between the Parties will also be strictly confidential.

The Parties undertake to ensure that these provisions are respected by all their employees and generally by all persons who will intervene in the performance of the Contract. To do this, the Parties undertake to take all precautions to prevent any risk of disclosure of said information.

This clause will continue to apply for a period of three (3) years, after the termination of the Contract, whatever the cause.

ARTICLE 23. JURISDICTION AND APPLICABLE LAW

These GTCS as well as the relations between the parties are subject exclusively to French law.

The Parties will endeavor to settle amicably any dispute arising between them regarding the interpretation, execution or termination of these GTCS.

In the absence of an amicable agreement within one (1) month from the referral of one of the Parties, the dispute may be submitted to the courts within the jurisdiction of the Paris Court of Appeal to which it is expressly made attribution of competence, notwithstanding plurality of defendants or call in guarantee, including for the emergency procedures or the protective procedures, in summary or by request.

ARTICLE 24. ANNEXES

Annex: PRICING CONDITIONS

Annex: DPA – Data Processor

Annex: SPECIAL CONDITIONS, if the Parties have come together to define them

APPENDIX – Data Processing Agreement - Data Processor

ARTICLE 1. PERSONAL DATA OF END CUSTOMERS

- a) As part of the provision of the Services, the Service Provider may collect and process the personal data of End Customers.

The purpose of this processing is to provide the Customer with the data of End Customers collected via the various Broadcast Channels for the processing of orders from End Customers.

For this processing, the Service Provider will have the status of Data Processor of the Client within the meaning of the amended Data Protection Act (French “Loi Informatique et Libertés”) of 6 January 1978 and Article 28 of the GDPR. The Service Provider will therefore act on the instructions of the Client.

- b) For the sole purposes of the execution of this Contract, the Service Provider is authorized to carry out the processing operations described in article 2 "Description of Data Processing entrusted to the Service Provider" of this and in accordance with documented instructions provided by Customer. The Customer reserves the right to modify and/or supplement, in writing and at any time, the instructions given.

The Service Provider's refusal to comply with an instruction from the Client constitutes a breach of an essential obligation, which may lead to the automatic termination of this Contract.

If the Service Provider considers that an instruction constitutes a violation of the regulations applicable to the processing concerned, it immediately informs the Client, who will give clearer instructions.

- c. The Parties acknowledge that they are fully aware of the obligations of the regulations relating to the protection of Personal Data which apply to them in their respective capacities as Data Controller for the Client and Data Processor for the Service Provider. As such, the Parties undertake to respect and comply with these obligations in each of the countries in which the processing of such Data is implemented for the purposes of this Agreement.

Each Party indicates in the article2 identity and contact details of the contact person or Data Protection Officer within his organization in terms of data protection. Any change of referent contact must be notified in writing to the other Party.

- d. The Service Provider undertakes in particular to comply with the following obligations and to have them complied with by its staff, and its subcontractors where applicable:

- Process Personal Data only for the purpose or purposes which are the subject of the subcontracting and refrain from any personal use, including for commercial purposes;
 - Guarantee the confidentiality of the Personal Data processed under this Agreement;
 - Ensure that persons authorized to process Personal Data:
 - Access only the Personal Data necessary for the performance of their duties due to their duties and the needs of the execution of this Contract,
 - Is subject to an appropriate obligation of confidentiality,
 - Have received the necessary training in the protection of Personal Data.
 - Communicate to the Client, on simple request and without delay, all the information and documents demonstrating the Service Provider's compliance with its legal and contractual obligations;
 - Assist the Customer in complying with the obligations to which he is subject as data controller, in particular to ensure the security of Personal Data, to fulfill his obligation to respond to requests to exercise the rights of the persons concerned and to carry out any necessary data protection impact assessment, with consultation of the relevant supervisory authority where appropriate;
 - Allow audits and inspections to be carried out by the Client or by any third-party organization mandated by the Client for this purpose, in order to monitor the Service Provider's compliance with its legal and contractual obligations under this Contract;
 - Return or destroy, at the end of the processing and at the latest at the expiration of the contract for any reason whatsoever, according to processes and methods previously agreed between the Parties, all the Personal Data processed on behalf of the Client.
- e. The Service Provider also undertakes to use exclusively subsequent subcontractors providing the appropriate guarantees and subject to compliance with the following conditions:
- The Service Provider has notified the Client of the plan to use a subsequent third-party subcontractor. This notification contains all the documentation demonstrating the guarantees presented by the intended sub-subcontractor and is made at least 1 month before the start of the sub-subcontracting;
 - The Customer has previously authorized the said subsequent subcontractor in writing (specific approval);
 - The sub-processor is required to comply with the obligations of this Agreement on behalf of and according to the instructions of the Client;
 - The Service Provider remains fully liable to the Client for the performance by the subsequent subcontractor of its obligations.
- f. The Service Provider also undertakes to use exclusively means of processing personal data located on the territory of the European Union.

However, the Service Provider may use processing methods outside the European Union subject to compliance with the following conditions:

- The Service Provider has notified the Client of the planned transfer at least 1 month before the start of the planned transfer;
 - The country of destination is the subject of an adequacy decision by the European Commission or, in the absence of such a decision, the transfer is framed by appropriate guarantees such as the signature of standard contractual clauses adopted by the European Commission ;
 - The transfer is secured by appropriate technical and organizational means;
 - In any case, no transfer of Personal Data outside the territory of the European Union should in any way diminish the protection granted to the persons concerned by the European Regulation and by any other applicable regulations in the matter.
- g. The Service Provider undertakes to implement and maintain the technical and organizational measures required by the Client and, on the advice of the Service Provider in its capacity as a recognized professional after the Client's approval, all other measures necessary to guarantee a level of security, integrity and confidentiality adapted to the risk of the processing(s) entrusted to the Service Provider, such as to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, disclosure or unauthorized access.

The Service Provider undertakes to test, analyze and periodically evaluate the effectiveness and adequacy of the technical and organizational measures defined in item 2 and to provide the Client with the audit report drawn up as well as the remediation plan implemented, if applicable.

- h. If the Service Provider is aware of or suspects the occurrence of a security breach likely to be qualified as a violation of Personal Data, it undertakes to notify the Customer of said violation, whether proven or not, within a maximum period of twenty-four (24) hours by the following means(s): email

This notification must contain all the known information on the breach, in accordance with the provisions of the European Regulation, and must be accompanied by any useful documentation in order to allow the Customer, if necessary, to notify this violation to the competent control authority and To those concerned. The Service Provider undertakes to:

- investigate the origin and scope of the fault;
 - regularly inform the Client of the results of the investigation;
 - to define and adopt, at its expense, all measures to remedy the shortcomings referred to above as soon as possible, as well as measures to prevent their occurrence in the future.
- i. The Service Provider shall be fully liable and shall indemnify the Customer for any damage resulting from the violation of the provisions of this article due to the acts or omissions of its employees, affiliates or subcontractors.
- j. The Service Provider undertakes to assist the Client in carrying out privacy impact analyses.

- k. In order to enable the Client to ensure compliance by its obligations under this clause and the GDPR, the Service Provider undertakes to provide the Client with all the information and documentation necessary to demonstrate this compliance and to allow the performance of audits and inspections by the Client.
- l. The Service Provider undertakes to record the processing entrusted to it in a Data Processor register and to keep it available to the Client and to communicate all the information entered there on request.
- m. The Data Processor shall make available to the Data Controller the documentation necessary to demonstrate compliance with all its obligations and to allow audits to be carried out, including inspections, by the Data Controller or another auditor it has mandated, and contribute to these audits.

These audits are conditional on the occurrence of an event likely to engage the responsibility of the parties. These triggering facts concern the processing carried out by the Data Processor and are for example: a personal data breach, a complaint from a data subject, an opinion from the supervisory authority.

As the Data Processor is directly involved in the occurrence of the triggering event, it is agreed that the costs and other costs of implementing the audit are at its expense. However, if the Data Controller has specific requests regarding the scope or content of the audit, or if the triggering event concerns specific processing, unique to the Data Controller and developed for it by the Data Processor, then, in under these circumstances, a sharing of up to half the cost is to be applied, with the exception of the Data Processor's failure to comply with the instructions communicated to it by the Data Controller.

The choice of the auditor is discussed at the appropriate time by the parties, it being agreed that the latter must be impartial, independent, and not be a competitor of the Data Processor. The audit report will be sent to all the parties who will then agree on the procedure to follow depending on the conclusions reached.

It is understood by the Parties that the limitation of liability stipulated in Article 16 of the Contract does not apply to damages suffered as a result of a breach of the Personal Data processed under this Appendix.

This section shall survive termination or expiration of the original Agreement for any reason.

ARTICLE 2. DESCRIPTION OF DATA PROCESSING ENTRUSTED TO THE PROVIDER

Purpose of the Processing(s): allow the transmission of shipping and billing information orders placed by End Customers on Broadcast Channels.

Nature and purpose(s) of the Processing(s): provision to the Customer of the data of the End Customers collected via the various Broadcast Channels for the processing of the orders of the End Customers.

Duration of the Processing(s) entrusted to the Service Provider: The entire duration of the contractual relationship.

Categories of Personal Data:

- Data relating to identity (first name, surname, delivery and billing address, etc.)
- Marketplace order reference and its content
- National identity card number, if applicable
- Marketplace ID

Categories of Data Subjects: End customers (buyers) who place an order on the Customer's seller account.

Technical and organizational measures put in place at the Service Provider :

- Data collection via API, protected by the Client's token.
- Anonymization and pseudonymization, encryption (<https://mariadb.com/kb/en/data-at-rest-encryption-overview/>), SSL certification on all our applications (webapp, API etc.).
- Hash identifiers and tokens using the standard for the PHP ecosystem.

- Employees have limited and nominative access, with a secure password.

List of subsequent Subcontractors of the Service Provider: N/A

ARTICLE 3 – Contact details of referring contacts

Contact details of the GDPR contact at the Service Provider:

dpo@shoppingfeed.com