

### BETWEEN

The "**Client**", as identified in the subscription form,

### AND

Yooz, a French company, having its registered office at Parc d'Andron – Le Sequoia, 30470 Aimargues, France, registered with the Nîmes Trade and Companies Register under number 808 386 148, hereafter called "**Yooz**".

The Client and Yooz are together referred to as the "**Parties**" and individually as a "**Party**".

### Preamble

WHEREAS, Yooz provides online application services (commonly referred to as Software as a Service or SaaS) to automate the Purchase-to-Pay (P2P) process; and

WHEREAS, the Client desires to subscribe to the services provided by Yooz; and

WHEREAS, the Client, an experienced professional in its field of activity, having been duly informed and having acquired all the information deemed necessary to ensure the feasibility of its project, according to the considered assessment of its situation, wishes to take advantage of the service offered by Yooz.

NOW, the Parties agree as follows:

### Definitions

1. "**Administrator**" means the individual selected by the Client, as its representative, who shall be responsible for the administration of the Service and who may make changes to its commitment in the name and on behalf of the Client.
2. "**Archive**" means a Document hosted in the dedicated long-term storage when the Add-On YoozProtect+ is active.
3. "**Authorized Personnel**" means Yooz's employees, agents, representatives and/or sub processors whose access to the Client's data is required for the performance of the Contract.
4. "**Client Data**" means the Documents and information communicated by the Client and received by Yooz for the operation of the Service, except for Archives.
5. "**Collaborator**" means a named natural person authorized to use Yooz Expert Edition. Sharing login credentials of a Collaborator between several people is expressly prohibited.
6. "**Contract**" means all the contractual documents which are, in decreasing order of precedence, the subscription form and any amendments thereto, the Terms and Conditions, the Data Processing Agreement and the Pricing Plan as last updated. Signature of the subscription form implies acceptance of the Contract as a whole. Any provisions to the contrary or additional provisions stipulated in an order form or similar document issued by the Client are expressly excluded from the Contract its own general terms and conditions of purchase.
7. "**Document**" means an invoice processed by the Service, an order generated by an End User via the Service and any other document processed by the Service.
8. "**Edition**" or "**Yooz Edition**" means Yooz Business Edition, Yooz Expert Edition, Yooz Gold Edition or Yooz Portal Edition.
9. "**End Client**" means, solely in the context of a subscription to Yooz Expert Edition, the Client's clients.
10. "**End User**" means an employee of the Client or the End Client, authorized by Yooz to use the Service.
11. "**Maintenance Period**" means the period during which Yooz modifies, corrects and/or improves the Service. Each Maintenance Period may only take place between 18:00 and 06:00, Monday to Friday, Saturday and/or Sunday (UTC+01:00).
12. "**Named User**" designates a physical named person authorized to use Yooz Expert Edition. This person will be identified by the Client in the conditions defined by Yooz. It is expressly forbidden to share the

identifiers (name and password) of one Named User between several people. The status of Named User can be transferred from one person to another, provided that the person initially holding the status no longer has authorized access.

13. "**Service**" means a Yooz Edition and the optional Additional Services subscribed to by the Client.
14. "**Software**" means the computer program(s), application software or software components necessary for the Service and/or provided by Yooz and with which the Client interacts directly or indirectly by using Service.
15. "**Third Party**" means any person who is not a Party to the Contract.

### Purpose

This Contract sets out the terms and conditions for the provision of the Service by Yooz and the rules governing its use by the Client.

### Effective Date

16. This Contract is effective on the date the Client signs the subscription form or when the Client first accesses the Service, whichever occurs first.

### Term

17. The Contract commences on the Effective Date and continues until terminated, subject to a minimum initial term of twelve (12) months (hereinafter, the "Commitment Period").

### Description of the Service

18. **Yooz Edition.** Each Yooz Edition provides access to a remote, electronic processing service (import, indexation, research, consultation, validation, export) of Documents via Internet that is used and administered by the Client and, where applicable, the End Client. The level of automation is customizable and must be chosen by the Client when setting up the Service.
19. The number following the Yooz Edition (100, 500, 1000, etc.) designates the total volume of Documents that can be processed via the Service every month. Beyond this volume, the processing of every additional Document will be invoiced according to the rate set out in the Pricing Plan or the subscription form.
20. Yooz offers two Yooz Editions dedicated to the professional status or business activity of the Client:
  - a. **Yooz Business Edition** is the offer dedicated to any natural person or legal entity under private law that will use the Service for its own account.
  - b. **Yooz Expert Edition** is the offer dedicated to accountants and related professions. The accesses are only limited by the numbers of Collaborators allowed to use the Service as indicated on the subscription form and/or Collaborators created within the Service. The number of read-only users (i.e. users with only consultation rights within the Service) is unlimited.
  - c. **Yooz Gold Edition** is a special edition for early adopters including all existing Additional Services at the time of purchase.
21. **Additional Services.** Yooz offers options and complementary services that may be added to a Yooz Edition subscription, as described in the Pricing Plan or the subscription form (the "Additional Services" or "Add-Ons").
22. The Client may subscribe to Additional Services at any time subject to the Contract. The subscription implies that the Client agrees to all conditions stipulated in the applicable Pricing Plan.
23. The Additional Service may be limited in volume, like the Yooz Edition to which it is attached.
24. **Consulting Services.** Some services may be provided on-site by Yooz personnel remain under Yooz's exclusive management and are not integrated into the Client's operations.
25. Unless expressly agreed otherwise, configuration and training services are provided remotely.

### Protection of personal data

26. The Service processes Client Data and End User data, which may include personal data, as defined in the applicable regulations. In accordance with European legislation on the protection of personal data, the automated processing of Documents by the End User through the Service must comply with the rules applicable to the Client as Data Controller and to Yooz as a processor of the Client. In accordance with the law, the processing methods are defined in the Data Processing Agreement appendix, which is automatically applicable as soon as access to the Service is provided to the Client and whose most recent version can be consulted on the official Yooz website.

### Conditions for Service Access

27. The Service is intended solely for use by legal entities or self-employed professionals as part of their ordinary business activities.
28. The Client undertakes to not be a direct competitor of Yooz and must not offer or develop services that compete with Yooz, unless Yooz has given its prior written consent.
29. The Client also undertakes not to access the Service for the purpose of monitoring its availability, performances or operation or any other comparative or competitive assessment purpose, unless Yooz has given its written consent in advance.
30. By using the Service, the Client agrees to the transfer, processing and storage of information by Yooz under the conditions set by the Contract.

### Technical Requirements for Service Access

31. Reliable Internet access is required to access the Service. This access is not included in the Service and must be arranged by the Client through a third party, at the Client's own responsibility and expense.
32. Access to the Service requires that Client and Client Data meet the technical specifications set forth on the Yooz website as updated from time to time. Yooz cannot be held liable for any malfunction or non-operation of the Service as a result of non-conforming data.
33. Client Data transmitted, generated and/or processed during a trial period shall be deleted by Yooz as soon as possible at the end of the trial.
34. If the Document posted online by an End User is an image file, the Service processes the image to automatically recognize readable text data. If the Document posted online by an End User is an image file, the Service processes the image to automatically recognize readable text data. If the Document is a text file, the Service extracts the readable text data. If the Document is a hybrid text + image file (example: UBL2, PDF), Yooz extracts the readable text data and ignores the image(s) contained in the Document.

### Provision of the Service

35. Yooz agrees to provide the Client with the Service as outlined in the Contract, subject to compliance by the Client with all its contractual obligations.
36. The Service is provided "as-is," without any warranties or guarantees of fitness for a particular purpose, quality or uninterrupted operation, except as expressly stated in the Contract.
37. The Client acknowledges and accepts that the Service is a shared platform delivered over the Internet and subject to ongoing updates, which may occasionally cause temporary disruptions that do not constitute a breach of contract by Yooz.

### Modification of the Service

38. Yooz aims to continually improve the Service but is under no obligation to update it within any timeframe, whether by adding new features or enhancing existing features.

39. In cases where Yooz changes the Service or the Software, the Client agrees to use this latest available version of the Service or the Software.

### Online support

40. The Service includes dedicated online support to address incidents affecting its functionality. The Administrator and End Users will find all the components they need to use the said support within the Service.
41. Online support allows the Client to report an incident at any time via email and to engage in live discussions with a Yooz technical representative.
42. Online support is available in English, French, and Spanish, Monday to Friday from 09:00 to 17:00 (UTC+01:00), except on French public holidays, days when Yooz is closed. Yooz reserves the right to adjust these time zones as needed.
43. Premium online support is available as an optional service, providing enhanced commitments such as on-call support during pre-defined times.
44. As an option, online support may be available in English, Monday to Friday from 08:00 to 12:00, then 13:00 to 17:30 (UTC-06:00), except on USA public/bank holidays.
45. Online support only covers incidents directly attributable to the Service. Incidents affecting the Client's IT environment (hardware and software) or telecommunications network are not covered by online assistance.
46. Yooz will review written support requests within eight (8) working hours.
47. Before submitting a support request, the Client must conduct reasonable tests to identify and attempt to resolve any errors, bugs, or network issues. The Client is also responsible for addressing End User questions or claims at its own expense.
48. Yooz guarantees support in line with industry practices but does not guarantee resolution of incidents, prevention of recurrence, or avoidance of new issues caused by the support process. If support does not resolve the incident, the Client must demonstrate that Yooz failed to meet relevant industry practices.
49. Yooz reserves the right not to respond to a request for online support that does not comply with the terms of this clause.

### Availability

50. Service availability is calculated on a calendar month basis, excluding Maintenance Periods (hereinafter, the "Service Period").
51. Yooz will use commercially reasonable efforts to deliver a Service available at all time.
52. Yooz guarantees the availability of the Service 99% of the Service Period (except for test and pre-production platforms).
53. If it is proved that the Service has not reached this level of availability and the Client has been adversely affected, compensation in the form of credit will be allocated as follows:
- If the Service is available less than 99% of the Service Period, the Client will receive a discount of five (5) %.
  - If the Service is available less than 98% of the Service Period, the Client will receive a discount of ten (10) %.
  - If the Service is available less than 97% of the Service Period, the Client will receive a discount of twenty (20) %.
54. To get the credit, the Client shall report the incident through online support, which shall inform the Client of the availability rate for the Service Period in question. Where applicable, the corresponding credit will be granted to the Client in accordance with this section.
55. The credit is calculated based on the price (excluding VAT) paid by the Client for its Yooz Edition (excluding the processing of additional Documents and Additional Services) during the month affected by the unavailability and is applied to the invoice for the following month.
56. The provisions of this article constitute Yooz entire liability under the Contract regarding Service availability.

### Integrity

57. During the Contract Term, Yooz will implement the appropriate technical and organisational measures, as described in its documentation, to guarantee the integrity and availability of Client Data. This includes performing daily back-ups of said Client Data. However, the Client remains responsible for retaining original copies of the Documents in a secure location for the duration of the Contract. .
58. If significant amounts of Client Data are permanently lost and the loss can be attributed to the restoration by Yooz of a backup of the Client Data, the Client will be entitled to compensation equivalent to one (1) month's subscription fee for its Yooz Edition (excluding tax and excluding the processing of additional Documents and/or Additional Services). This discount will be applied to the Client's next month's invoice. If the month affected is the month of the Contract, the Client may request direct payment of the equivalent sum.
59. The provisions of this article constitute the entire liability under the Contract for Client Data integrity.

### Security

60. Yooz will implement appropriate technical and organisational measures, as outlined in its documentation, to ensure a level of security appropriate to the risks associated with the Service.
61. Yooz reserves the right to suspend the Service or restrict access to the Service or Client Data if the security of the Service is compromised (e.g. security breach detected, intrusion, data corruption, virus, malware). Yooz undertakes to restore access to the Service and Client Data as soon as possible. This downtime period is part of the Maintenance Period.

### Confidentiality

62. Yooz guarantees that Client Data and Archives will be treated as confidential information (hereinafter, the "Confidential Information").
63. Yooz agrees, for the duration of the Contract and until the permanent deletion of Client Data, not to disclose Confidential Information to Third Parties, except to the Authorized Personnel.
64. Yooz remains responsible for the acts and/or omissions of Authorized Personnel in the event of a breach of this section.
65. Yooz is released from its obligation of confidentiality in cases where:
  - a. Disclosure of Confidential Information is required by law, regulation, judicial or administrative decision or if such disclosure is necessary to enforce or prove the existence of rights under the Contract.
  - b. Confidential Information has been made available to the public directly by the Client without restriction.
  - c. Confidential Information is already known to the public without any intervention by Yooz.
  - d. Confidential Information that has been disclosed was already lawfully in Yooz's possession prior to the signing of the Contract.

### Rules and limitations

66. The Client shall comply (and shall ensure that End Users comply) with the following administration, security and confidentiality rules:
  - a. It is forbidden to connect to the Service under a false identity or with the account of a Third Party.
  - b. It is forbidden to create user accounts by automated means, under false pretences or by fraudulent means.
  - c. It is forbidden to change, adapt, translate or reverse engineer any part of the Service or the Software.
  - d. It is forbidden to use the Service for illegal purposes, including uploading Client Data or sharing files protected by third-party rights (e.g. intellectual property, confidentiality, trade secrets, professional secrecy, etc.).
  - e. It is forbidden to send to the Service any pornographic content, content inciting hate or violence or content that presents

documents, products or services that infringe criminal law, other laws in force or the rights of Third Parties or which encourage adoption of behaviour contrary to criminal law, other laws in force or rights of Third Parties.

- f. The Client is required to notify Yooz immediately of any violation of the safety system of the Service, including, without limitation, in the event of unauthorized use of its password or account.
  - g. The Client must advise Yooz, according to the applicable laws, if it receives a writ of summons or any other request for information from an administrative or judicial authority for the purpose of disclosing Client Data stored via the Service.
  - h. The Client is solely responsible for the safekeeping of individual stations and access codes issued to him and undertakes that no person not authorized by Yooz can access the Service.
  - i. The Service is an automated data processing system. The Client and its employees are prohibited from unauthorized access, interference, or actions that disrupt the Service, including preventing its proper functioning, interrupting operations, or modifying, deleting, or altering any data, files, programs, servers, or networks connected to the Service.
67. The Client undertakes not to infringe, directly or indirectly, rights held by Yooz and therefore undertakes to refrain from:
    - a. Allowing the Service or Software to be used by any Third Party (except the End Client and End User). In particular, the Client undertakes not to assign (except under the conditions set out in article "Assignment"), lend, hire out, license or sub-license and more generally commercially exploit the Service or the Software.
    - b. Reproducing the Software or the Service interface, even partially.
    - c. Adapting, translating, converting, merging and more generally modifying the Software in any way and for any reason whatsoever, including correcting any Software errors, the Client agreeing expressly to reserve this right to Yooz.
    - d. Creating a product or service in competition with the Service or the Software incorporating ideas, functions or graphics similar to the Service or the Software.
    - e. Analysing or decompiling the Software's source codes and object codes for any purpose.

### Administration of the Service by the Client

68. The Client is solely responsible for the administration of the Service through its online administration interface (e.g. addition of End Users, modification of Service parameters, etc.).
69. The Client acknowledges and agrees that Yooz cannot be held liable in any way for any acts or omissions by the Client in the administration of the Service.
70. The Client is solely responsible for the collection, transmission and updating of Client Data.
71. More generally, the Client guarantees that the Client Data does not violate any legislation in force.

### Intellectual Property

72. Yooz holds all the Intellectual Property Rights required to execute the Software and provide the Service (including any use or update of the later), including, without being limited to, all software, technologies, information, content, supports, directives and documentation made available to the Client, except for Client Data.
73. The Client is not authorized to remove, hide or alter in any way whatsoever any Yooz logo, copyright or trademark appearing on the Service interface or supplied under the execution of the Contract.
74. The Service, the Software or any part thereof, may not be used, copied, transferred or modified, except as authorized expressly by Yooz.
75. The Client warrants that the Client Data does not infringe any intellectual or industrial property rights or other rights of third parties and consequently indemnifies Yooz against any action, claim, demand or opposition from any third party alleging such infringement in respect of all or part of the Client Data.

76. As such, the Client undertakes to pay all costs borne by Yooz due to the said demand or procedure and all damages and other costs resulting from a court or arbitration decision or indemnities paid as part of any resolution or settlement.
77. This guarantee does not limit the Client's obligation to compensate Yooz for any direct damages or losses incurred.

### Financial conditions

78. The Client must pay Yooz for the Service, the Additional Services and Consulting Services at the price indicated in the subscription form or, if the Price is not specified, at the price listed in the Pricing Plan applicable at the time of the order.
79. Prices may be increased annually by four percent (4%) on the client's Contract anniversary date and the increase will apply on the next billing date.
80. The prices listed are exclusive of VAT, which remains the sole responsibility of the Client.
81. Changing the subscription to a lower volume Yooz Edition package is not possible during the Commitment Period.
82. If the subscription to the Service is modified during the period, the initial period will be invoiced *pro rata temporis*.
83. The Client expressly authorizes Yooz to issue invoices in electronic files format and make them available online after authentication.
84. The invoice includes the sums payable for Yooz Edition and Additional Services for the upcoming period, as well as amounts due for extra processing of Documents that exceeded the Client's subscription during the previous period.
85. Consulting Services will be invoiced as they are performed.
86. The Client has fifteen (15) days from receipt of an invoice to dispute any amount.

### Terms of payment

87. Invoices are due within fifteen (15) days from invoice date.
88. Yooz offers the following payment options:
- Direct debit** (monthly, quarterly or annual billing)  
Yooz shall automatically withdraw the amount of the invoice from the Client's account no earlier than four (4) days after the invoice is generated. The Client agrees to notify its bank immediately upon selecting direct debit as a payment method, implement the necessary authorisation mandate for Yooz, and ensure its acceptance by the bank. If the direct debit request is rejected, any associated management costs will be borne by the Client.
  - Wire transfer** (available only for annual billing)

### Client delay or default

89. In the event of late payment, Yooz will issue a reminder email to the Client, providing thirty (30) days to resolve the overdue balance. If the payment is not rectified within this period, access to the Service will be suspended, and the Contract may be terminated ninety (90) days from the date of the initial notification, at the Client's sole risk.
90. Late payment fees will apply from the day following the invoice due date. The interest rate for such fees will be the European Central Bank's most recent refinancing rate, plus ten (10) percentage points. Yooz may also charge additional compensation for recovery costs.

### Liability

91. The **Client** is solely responsible for determining whether the Service and products meet its needs and requirements. If the Client claims that the Service or products are unsuitable, it must demonstrate that Yooz failed to provide sufficient information required to assess this suitability).
92. The Client is responsible for the long-term preservation of Client Data, particularly concerning obligations to tax authorities. Under no circumstances can Yooz's liability be sought in this matter.
93. If the Client is authorised in advance by Yooz, any direct or indirect use of the Service by a Third Party shall be the sole responsibility of

the Client. The Client must ensure that such Third Parties comply with the terms of the Contract.

94. The Client is responsible for the security of the workstations used to access the Service.
95. The Client is solely responsible for the confidentiality of login details and undertakes not to share them either voluntarily or through negligence.
96. The Client shall not be held liable for any loss or damage arising from a force majeure event.
97. **Yooz** shall inform, advise and alert the Client before and during the performance of the Contract, solely based on the information that the Client has provided to Yooz.
98. Yooz provides the Service on an "as-is" basis and in accordance with the Contract. Consequently, Yooz shall not be liable for defects or malfunctions in the Service or Software unless such defects are caused by a breach of its obligations under this Contract.
99. Yooz shall only be liable for material damage or loss proven by the Client, provided such damage is directly and exclusively caused by the Service and results from a serious breach of Yooz's contractual obligations. To establish liability, the Client must demonstrate both a direct causal link between the damage and the breach, and the existence of such a breach.
100. To the fullest extent permitted by law, Yooz's total liability for any claims arising under or in connection with this Contract, regardless of the cause of action or number of claims, shall not exceed the total net fees paid by the Client to Yooz under this Contract during the six (6) months immediately preceding the event giving rise to the first such claim.
101. Yooz shall not be liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of profit, revenue, business, contracts, goodwill, or anticipated savings, or any increased costs or expenses arising from or in connection with the use of the Service.
102. Yooz shall not be liable for the non-execution or delays in executing an obligation of the Contract that would be partially or entirely due to action by the Client or a case of force majeure event, total or partial strike, inside or outside Yooz, halting of power supply, blockage or poor functioning of telecommunication networks, computer hacking or pirating, computer virus, intervention by the civil or military authorities, natural disasters, fires, water damage, act of terrorism, health alerts and any other circumstances preventing the normal execution of the contract.
103. Yooz shall not be liable for any damage caused by using Services in conjunction with software or hardware used by the Client or any technical problem in its information system or technical environment.
104. Yooz's obligations under this Contract are solely to the Client. Yooz makes no commitments to any third parties, including but not limited to the Client's clients, partners, or any entities economically or legally associated with the Client (collectively referred to as 'Third Parties' under this Contract).
105. An individual who is not a Party to this Contract shall have no right under the Contract to enforce any of its terms.
106. Any access to or use of the Service by a Third Party, whether direct or indirect, shall be the sole responsibility of the Client. The Client shall indemnify Yooz for any claims, losses, or damages arising from a Third Party's failure to comply with these Terms and Conditions or any claims made against Yooz by such Third Parties.
107. **Each Party** shall use its best endeavours to minimise any damage it may suffer as a result of the application of this Contract.
108. This 'Liability' section defines the allocation of risks between the Client and Yooz. The pricing agreed upon by the Parties reflects this allocation and the limitations of liability outlined herein.
109. It is expressly agreed between the Parties that in the event of termination of the contract for any reason whatsoever, the "Liability" article shall survive.

### Termination

110. Either Party may terminate the Contract at any time by registered letter with acknowledgement of receipt sent three (3) months' notice to the registered office of the other Party.
111. Either Party may terminate the Contract immediately and by operation of law after written notification in the event of a serious breach of the Contract by the other Party, without prejudice to its other rights and remedies, unless otherwise provided elsewhere.
112. Where the Client terminates the Contract during the Commitment Period, it must pay all sums remaining due until the end of the Commitment period (monthly payments not paid). These sums will be payable immediately.
113. In all cases, the Client undertakes to pay Yooz the amount due for the Service and its options in proportion to its use of the Service and until the effective termination date of the Contract or until the end date of the Commitment Period if applicable. Archives are automatically deleted after ten (10) years and notice of such deletion is sent to the Client 6 month before the first planned deletion.

### Return of Client Data

114. At the end of the Contract and provided that the Client is up to date with its payments, in the thirty days following termination of the Contract, Yooz may, within thirty (30) days and upon request, return all the Client Data by sending a download link containing all Client Data in an intelligible form.
115. After the return of Client Data or two (2) months after the end of the Contract, Yooz undertakes to destroy the Client Data within a maximum period of thirty (30) days and may produce a certificate of destruction if the Client so requests.

### Logs

116. The Parties agree that *logs* made by Yooz servers and electronic exchanges between the Parties shall constitute evidence.
117. To this end, it is agreed expressly that all the technical information concerning the Client and all types of electronic exchange (mainly e-mail, internal message to the Services, etc.) may be kept by Yooz for evidentiary purposes.

### Publicity

118. The Client authorizes Yooz to use its name and/or logo and/or trademarks solely as a commercial reference to promote Yooz and the Service internally or externally, through joint communication actions, Client testimonials or press releases.

### Assignment

119. The Client may not assign or transfer in any way its rights or obligations under the Contract without obtaining prior, express, written consent from Yooz.

### Modification of the Contract

120. Yooz reserves the right to make minor modifications (new features, security updates or legal compliance) to the Contract at any time provided that they do not impact the essential obligations of the Parties (e.g. compliant provision of the Service by Yooz, payment of the agreed price for the Service by the Client), the new version will be effective thirty (30) days after being communicated to the Client by any means and notably through publication on its website.
121. Yooz also reserves the right to make substantial changes to the Contract if technological developments or financial constraints so require, the new version of it becoming effective ninety (90) days after its communication to the Client by any means, especially by informing the client through its administration interface.
122. If the Client rejects the substantial changes of the Contract, it must notify Yooz of this rejection in writing within sixty (60) days of communicating the new version of the Contract. Rejection is not allowed if the substantial modification is justified by an evolution of

the applicable law or linked to the enforcement of additional security measures.

123. In this case, Yooz may at its sole discretion, choose either to refrain from modifying the Contract, in which event the previous version shall remain in effect without Yooz incurring liability for the Client's rejection, or to terminate the Contract pursuant to Article 106, including during the initial Commitment Period, without imposing any penalties for termination during that period, where applicable

### Severability

124. If any clause of this Contract is deemed null and void under applicable law or legal rules, it shall be treated as unenforceable without affecting the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

### Modern slavery

125. Yooz complies with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes. This includes taking reasonable steps to ensure that modern slavery and human trafficking do not take place in any part of its business or supply chain.

### Governing law and dispute

126. The Contract shall be governed by and construed in accordance with French law.
127. The Parties declare their intention to seek an amicable resolution to any dispute relating to the formation, application or interpretation of the Contract within a period of three (3) months from its occurrence.
128. Any dispute not resolved amicably within this period will be subject to the exclusive competence of the courts of Nîmes, France. This clause shall apply even in the event of summary proceedings, third-party proceedings and/or multiple defendants.

### Scope

1. This Data Processing Agreement is an appendix to Yooz Terms and Conditions and is automatically effective upon Client's first use of the Service.
2. Yooz reserves the right to update this agreement in the event of changes to the Service and shall inform the Client in accordance with the "Modification of the Contract" section of Yooz Terms and Conditions.
3. As part of the performance of the Service, Yooz processes Client Data. If the Client Data includes personal data (hereinafter the "Personal Data"), each Party undertakes to comply with its obligations under the applicable laws relating to the protection of Personal Data (hereinafter together referred to as the "Applicable Regulations").
4. The Parties shall refrain from committing any act which, to the best of their knowledge, is likely to place the other Party in breach of the Applicable Regulations.
5. The terms used in this appendix have the meaning given to them by the Applicable Regulations or the Yooz Terms and Conditions.

### Nature of the processing

6. The processing of Personal Data carried out by YOOZ as processor on behalf of the Client is as follows:
  - a. Management of End Users and Administrators.
  - b. Management of the Client's shared supplier database.
  - c. Long-term storage and archiving of Documents, if YoozProtect add-on is activated.
7. The description of the processing operations and the technical and organisational measures implemented to ensure appropriate protection of Personal Data appear respectively in the Yooz record of processing activities as Data Processor and in the Yooz Rising Security documentation. These documents are available on request, updated in line with changes to the Service and automatically appended hereto.

### YOOZ's obligations

8. As a processor within the meaning of the Applicable Regulations, Yooz implements appropriate technical and organizational measures to ensure that the processing carried out on behalf of the Client complies with the Applicable Regulations, and in particular to preserve the security, integrity and confidentiality of the Personal Data processed.
9. YOOZ shall only process Personal Data based on documented instructions from the Client.
10. Yooz shall immediately inform the Client, as Data Controller, if the Client's instruction may infringe Applicable Regulations. This cannot be construed as obligating Yooz to provide legal advice for ensuring effective compliance of the processing or generally to advise the Client about Applicable Regulations.
11. Yooz must ensure that the Authorized Personnel respect their confidentiality obligations with regards to Personal Data.
12. Yooz must respect the conditions for involving another processor; sub processing is generally accepted by the Client, including if it entails a transfer of Personal Data outside of the European Union, being specified that in that case, the transfer shall be compliant with the section below.
13. In any event, Yooz shall inform the Client of any intended changes concerning the addition or replacement of a sub processor, thereby giving the Client, as Data Controller, the opportunity to object to such changes. Where Yooz entrusts another processor for carrying out specific processing activities on behalf of the Client, the same data protection obligations as set out in this Data Processing Agreement, shall be imposed on that other processor and Yooz shall remain fully liable to the Client for the sub processor's compliance with these obligations.

14. Subject to any legal provision to the contrary, Yooz shall return the Client Data to the Client at the end of the Contract and/or delete them definitively within the deadlines set out in the Contract.
15. Yooz provides the Client with all the information necessary to demonstrate compliance with its obligations and to enable audits to be carried out.
16. Yooz responds to requests to exercise the rights of natural persons concerned by a processing operation of which Yooz is a processor. In the event of direct receipt by Yooz of such a request, Yooz will transfer the request to the Client as soon as possible and the Client assumes responsibility from the time of such transmission for responding thereto within the time limits provided for by the Applicable Regulations.
17. Yooz must notify the Client without undue delay after becoming aware of a Personal Data breach, being specified that it is the Client's responsibility to notify the Personal Data breach to the competent authority and the data subjects if need be.
18. Yooz assists the Client when the latter decides to carry out an impact assessment relating to the protection of Personal Data as well as in carrying out the prior consultation with the competent authority, where applicable, by providing any documentation at its disposal that the Client does not already hold. Yooz's assistance with impact assessments is a service invoiced to the Client on the basis of an accepted quote.
19. The Parties acknowledge that the assistance provided to the Client by Yooz under this section is provided taking into account the nature of the processing, the level of information that Yooz has received from the Client and within the limits of the obligations incumbent upon it. In any event, requests for assistance not expressly covered by this Contract shall be the subject of a specific agreement between the Parties.

### Client's obligations

20. The Client, as Data Controller within the meaning of the Applicable Regulations, guarantees Yooz that the processing in question meets the requirements of the Applicable Regulations and in particular, where applicable, that the Personal Data has been processed lawfully, fairly and transparently, that it has been collected for specified, explicit and legitimate purposes and that the information required from the persons concerned by the processing has been provided at the time of collection of the Personal Data.
21. The Client guarantees Yooz against any recourse, complaint, claim for compensation or complaint from a natural person whose Personal Data is processed by Yooz on behalf of the Client and indemnifies Yooz against any judgement in this respect.
22. The Client undertakes to document in writing any instruction concerning the processing of Personal Data by Yooz.
23. The Client, in its capacity as Data Controller, shall ensure compliance with the obligations set out in the Applicable Regulations throughout the processing period.

### Transfer of Personal Data

24. Yooz subcontracts Service tasks to suppliers who access Client Data outside the European Union or the United Kingdom, which the Client authorizes provided that such access complies with the Applicable Regulations.
25. Yooz warrants that those suppliers have sufficient and appropriate guarantees to protect Client Data in compliance with the Applicable Regulations.
26. Yooz's record of processing activities, as a Data Processor, outlines the data processing operations involved, specifying the relevant countries and the legal basis for any transfers outside the European Union or the United Kingdom.

### **Audit**

27. The Client may request an audit of Yooz's Personal Data processing to ensure compliance with this appendix.
28. The Client must provide Yooz with at least 30 days' prior written notice of any audit, including a clear description of its scope and methodology.
29. Yooz may object to an audit if it believes the scope is excessive, conflicts with other obligations, or risks compromising confidential information.
30. The audit may be conducted by the Client or an independent auditor not in competition with Yooz and subject to a binding confidentiality agreement.
31. It is expressly agreed that Yooz's active collaboration in the audit shall not require it to disclose internal information or documents, particularly those of a financial or accounting nature or related to other clients.
32. The Client remains liable for any consequences this audit may have on the Service (e.g. interruption of Service during the audit).
33. The audit report must be shared in its entirety with Yooz, discussed between both parties, and the findings agreed upon by both. All costs associated with the audit, including any expenses incurred and time spent by Yooz, shall be borne by the Client.
34. If a non-compliance is found and validated by both parties, Yooz shall implement at its own expense the corrective action plan as outlined in the audit report agreed upon by the Parties.

### **Specific requirements**

35. If the processing of Personal Data on behalf of the Client, due to the Client's specific requirements, increases Yooz's workload and/or the cost of providing the Service beyond the mere fulfilment of Yooz's legal obligations, the Parties must agree in good faith to amend the Contract terms, in particular the financial conditions, to reflect the change in the scope of the Service.