

## General Terms and Conditions of Purchase

### INTRODUCTION

By accepting any purchase order from EVOLUTIS, the Supplier unreservedly agrees to these General Terms and Conditions of Purchase. The Supplier relinquishes the right to reference any document (such as invoices or other Supplier documents) that contradicts any of the clauses contained within these Conditions. These General Terms and Conditions of Purchase do not replace the "Certificate of Compliance with Regulatory Requirements" but rather complement it.

#### 1. DEFINITIONS AND CONTRACTUAL DOCUMENTS

- ♣ Order: paper or electronic document by which EVOLUTIS orders the supply of Products and/or Services to the Supplier.
- ♣ Contract: sales contract by which the Supplier undertakes to sell the Supply(s) of the Products and/or Services to EVOLUTIS.
- ♣ Supplies: products, raw materials, packaging or services ordered by EVOLUTIS from the Supplier.
- ♣ Parties: EVOLUTIS and the Supplier.
- ♣ Site: the facility of EVOLUTIS or a third party involved in the delivery of Products and/or Services and mentioned in the Order.

All orders, including any modifications, must be submitted in writing and will result in the issuance of a purchase order. The Supplier cannot, under any circumstances, claim reliance on an implicit agreement from EVOLUTIS. EVOLUTIS is bound only by documents signed by an authorized person on the company letterhead or that of one of its Group entities, which reference these General Conditions. These General Conditions, along with any updates, are available online at <https://www.evolutis-group.com>.

#### 2. ACKNOWLEDGMENT OF RECEIPT

An order will only become final when EVOLUTIS receives the acknowledgment of receipt, attached to the order form, within a maximum of eight days. This acknowledgment must be dated, bear the Supplier's commercial stamp, and be free of any modifications or erasures. Any other document attached to this acknowledgment of receipt will be considered void and as if unwritten. If the acknowledgment of receipt is not received within the specified time frame, the order will be deemed accepted by EVOLUTIS.

Until the Supplier confirms the order, EVOLUTIS reserves the right to modify or cancel it. The Supplier must promptly inform EVOLUTIS of any changes in price or schedule resulting from the requested modifications.

The order, once accepted by the Supplier, constitutes a firm and definitive commitment on the Supplier's part, and implies adherence to these General Conditions of Purchase, unless written reservations have been formally accepted by EVOLUTIS.

#### 3. PRICE

Unless otherwise agreed, the price of the order is always firm and definitive. Any packaging instructions or services must be indicated on the Supplier's delivery slips to be accepted by EVOLUTIS. No additional costs, expenses, or fees of any kind will be applied unless expressly agreed upon by the Parties.

Orders do not give rise to any systematic payment of advances (neither deposits nor down payments) unless expressly stipulated in the order or in the special conditions.

#### 4. SHIPPING TERMS

##### Lead time

The delivery date is mandatory and applies to any supply of products and/or services delivered to the location indicated on the order. The Supplier must immediately inform EVOLUTIS in writing of any delay, regardless of the reason, occurring during the execution of the order, specifying its probable duration and its consequences on delivery times.

This deadline constitutes a strict and essential condition of EVOLUTIS's consent. The Supplier will be entirely responsible for any delay in delivery and will bear all resulting consequences, whether direct or indirect, without prejudice to EVOLUTIS's right to cancel the order without requiring a court ruling. If the delay continues for more than a month, EVOLUTIS may also seek an alternative supplier to fulfill the order. In such cases, the additional costs and expenses incurred by this new purchase will be the responsibility of the defaulting Supplier.

In the event of delay in one of the contractual deadlines set out in the Order, EVOLUTIS In the event of a delay in meeting any of the contractual deadlines specified in the order, EVOLUTIS is entitled to charge penalties amounting to 0.4% (zero-point four percent) of the contract amount per calendar day of delay, up to a maximum of 10% (ten percent) of the contract amount. These penalties will begin to accrue from the date of notification of the defect by EVOLUTIS and will apply until the defective product and/or service is removed and replaced with a compliant substitute. These sums are due without the need for formal notice and will be paid in the form of a credit.

##### Packaging

Any specific packaging instructions must be indicated on the Supplier's delivery slips to be accepted by EVOLUTIS. Invoicing for packaging will only be accepted if it is expressly provided for in the order.

### Shipping

Delivery of the products and/or services must be made in accordance with the written instructions and/or shipping conditions stipulated in the contract. In the absence of a contract or if the contract does not specify shipping conditions, delivery must be made to the location identified in the EVOLUTIS purchase order according to the Incoterm DDP ("Delivered Duty Paid," Incoterm 2020), or any local equivalent in the case of national sales.

The goods must be labeled with the EVOLUTIS order number, the Supplier's name, a description of the items, the quantity, and the batch number assigned by the Supplier. Each shipment must be accompanied by a delivery slip that details the supply of the products and/or services and specifies:

- The order number, and if applicable, the line number
- If "open" order, from the D.C (Delivery call) or O.C. (Order call), along with the line number(s).
- The shipping method,
- The recipient Site,
- The description of the goods shipped and their weight,
- The quantity of each product or item in the order unit.

The Supplier is responsible for packaging the supplies or products for shipment. This packaging must provide effective and adequate protection to maintain the quality of the supplies or products until they reach the delivery location.

### Receiving

Receipt of delivery by EVOLUTIS constitutes acceptance of the delivery and triggers the obligation to pay the Supplier. This process takes place at the site location specified in the order.

EVOLUTIS has 45 days to examine and/or inspect all products and/or services to ensure they meet EVOLUTIS's requirements. A qualitative and quantitative control is then conducted to verify the conformity of the supplies with the order.

In the event of non-compliance, as notified by EVOLUTIS, the Supplier must take all necessary measures to remove the rejected products at its own expense within a maximum of 15 working days from the notification of refusal, adhering to EVOLUTIS's store hours.

#### 5. BILLING AND PAYMENT

Undisputed invoices will be paid in accordance with the payment terms specified in the contract. In the absence of such terms, payment will be made within forty-five (45) days, calculated to the end of the month, i.e., no later than the forty-fifth (45th) day following the last day of the month in which the invoice was issued, unless otherwise required by mandatory legislative or regulatory provisions. In such cases, the maximum payment period stipulated by the applicable laws will apply.

Each invoice must clearly indicate the following information:

- The title of the document (e.g., Invoice or Credit Note), prominently highlighted.
- The company name, address, and VAT number or other tax identification number of The Supplier.
- The company name and address of EVOLUTIS (as specified in the order placed by EVOLUTIS).
- The number of the EVOLUTIS purchase order or the identification of the EVOLUTIS representative who issued the request.
- The invoice number and date.
- The invoiced amount, both excluding and including taxes.
- The currency used.
- A description and quantity of the products and/or services provided, along with justification for the costs.
- The delivery address.
- The Supplier's RIB/IBAN

Each invoice must be submitted in PDF format to the billing email address provided by EVOLUTIS (digital submission only), at the time of delivery of the products and/or services, or shortly thereafter. EVOLUTIS reserves the right to reject and refuse payment for any invoice submitted more than twelve (12) months after the date of delivery of the products and/or services. EVOLUTIS is not liable for late payment of invoices that contain incomplete, incorrect, or disputed information.

Invoices for products and/or services that have not been accepted by EVOLUTIS may be rejected in whole or in part. When EVOLUTIS disputes all or part of an invoice, it will notify the Supplier via email or other means. If EVOLUTIS's dispute is upheld, the Supplier must promptly issue the corresponding credit note. In case of disagreement, the Parties may utilize the dispute resolution procedure specified in the contract.

If EVOLUTIS's claim is confirmed, in whole or in part, through this procedure, the Supplier must, at EVOLUTIS's discretion, issue either a total or partial credit note and/or a new invoice, payable according to the agreed payment terms from the date of the new invoice. If EVOLUTIS's claim is not upheld through the dispute resolution procedure,

EVOLUTIS will pay the initial invoice along with any applicable late payment interest accrued since the original payment due date.

For clarification, the Supplier must not suspend the supply of products and/or services while a dispute is being resolved.

The Supplier authorizes EVOLUTIS to deduct any amounts owed by the Supplier to EVOLUTIS under the contract.

In the event that penalties for late payment are applicable, the interest and/or fees, as well as the interest rate and/or fees, will be the minimum amounts defined by the applicable laws

## 6. INSURANCE

### Public liability

Before commencing execution of the order, the Supplier agrees to provide evidence of a civil liability insurance policy that covers, in particular, the liabilities incurred as a result of fulfilling this contract, including for all material, bodily, or immaterial damage.

To this end, the Supplier shall supply to EVOLUTIS the civil and professional insurance certificates, duly completed and signed by the insurer, upon the insurer's first request. The issuance of these insurance certificates by the Supplier does not, in any way, constitute a recognition by EVOLUTIS of any limitation of liability on the part of the Supplier.

### Traceability / quality

The Supplier agrees, upon request from EVOLUTIS, to provide all relevant information that allows for the identification of the origin, place, and date of manufacture of the supplied products or their components. This includes details on quality controls performed, as well as serial or batch numbers.

## 7. ASSIGNMENT AND SUBCONTRACTING

The Supplier may not assign, subcontract, or transfer any obligation or right under the contract without the prior written consent of EVOLUTIS. Any such assignment, subcontract, or transfer made without EVOLUTIS's consent will be considered null and void. The Supplier remains fully responsible to EVOLUTIS for the complete execution of the contract. If EVOLUTIS grants consent, the Supplier must ensure that each subcontractor is bound by the terms of the contract and complies with them. EVOLUTIS retains the right to seek direct recourse against any subcontractor, in addition to the Supplier. In the event that the Supplier fails to meet its obligations under the contract, EVOLUTIS is entitled to engage directly with the Supplier's subcontractors. Any amounts paid by EVOLUTIS to these subcontractors may, at the sole discretion of EVOLUTIS, be deducted from the amount payable to the Supplier or reimbursed to EVOLUTIS by the Supplier.

## 8. INSPECTION AND AUDIT

Upon reasonable request and with prior notice from EVOLUTIS, the Supplier shall provide EVOLUTIS (or its designated third-party auditor) with access to all documents, books, and records, regardless of format, related to the performance of the contract (collectively referred to as "Documents"). The Supplier shall also grant access to its infrastructure and, if necessary, assist EVOLUTIS in facilitating a safe inspection and/or audit of the products and/or services, including the quality processes and procedures applicable to them.

Such access must be provided during normal business hours, and the Documents should be made available at either the principal place of business of EVOLUTIS or the Supplier, as determined by EVOLUTIS. During the audit, EVOLUTIS or its designated representatives have the right to review and examine the necessary Documents or extracts thereof.

The Supplier is required to retain Documents related to the products and/or services and to its performance under the contract for at least the duration of the contract and for the retention period mandated by applicable laws, or as otherwise requested by EVOLUTIS. For clarification, the exercise of inspection and audit rights by EVOLUTIS does not relieve the Supplier of any liability or obligations arising under the contract.

## 9. CONTINUITY OF OPERATIONS

The Supplier must establish and maintain a Business Continuity Management Plan to ensure the continued provision of products and/or services to EVOLUTIS in the event of any occurrences that could impact the regularity of commercial operations or the Supplier's capabilities, including Force Majeure events.

Upon request from EVOLUTIS, the Supplier shall:

- Provide Documentation: Supply a copy of its Business Continuity Management Plan to EVOLUTIS.
- Conduct Risk Assessment: Perform a risk assessment and/or an impact analysis related to its operations and provide EVOLUTIS with the written results of this evaluation, along with any recommendations arising from it.
- Submit Reports: Upon request, provide any findings, recommendations, or reports from the Supplier's insurer(s) concerning security measures or disaster prevention strategies.

These measures ensure that EVOLUTIS is informed of the Supplier's preparedness and resilience strategies, supporting ongoing operational reliability.

## 10. SUPPLIER RESPONSABILITIES

The Supplier commits to fully adhering to the obligations specified in the specifications, the product specifications, and the packaging requirements outlined in the order. Any

subcontracting of all or part of the order must receive prior written approval from EVOLUTIS. The Supplier is specifically responsible for ensuring that its approved subcontractors comply with these General Conditions.

Additionally, the Supplier may not alter its manufacturing process or production site without obtaining prior consent from EVOLUTIS.

In the event that non-compliance with the contractual specifications is identified after receipt, the Supplier agrees to retrieve the supply or products at its own expense and risk, and without the right to claim any compensation or indemnity from EVOLUTIS. EVOLUTIS reserves the right to address any complaints within one year following delivery.

The Supplier guarantees that the products or packaging delivered are free from any defects or contamination. This guarantee does not exclude liability for hidden defects, which remain the Supplier's responsibility (as per Articles 1641 et seq. of the Civil Code). The Supplier also agrees to comply with all legal and regulatory obligations concerning the packaging and labeling of materials or packaging delivered under the order. Furthermore, the Supplier will inform EVOLUTIS of any specific storage conditions required for the proper preservation of the products.

## 11. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Supplier agrees, through this contract, to uphold and promote the principles of social and environmental responsibility in all its operations. These commitments include, but are not limited to:

- Respecting Human Rights: Upholding human rights and fundamental freedoms in all business activities.
- Protecting the Environment: Implementing practices to safeguard the environment.
- Ensuring Health and Safety: Guaranteeing the health and safety of workers.
- Acting Ethically and in Compliance: Conducting business with integrity and in adherence to relevant regulations.

EVOLUTIS reserves the right to terminate the contract of goods or services provided if there is a substantiated failure to comply with these principles.

The Supplier is also committed to adhering to and maintaining appropriate procedures to ensure compliance with all applicable laws and regulations relevant to its scope of activities.

In line with its duty of transparency, the Supplier agrees to provide EVOLUTIS with all necessary information or respond to any requests related to its Corporate Social Responsibility (CSR) practices.

## 12. REPRESENTATION AND WARRANTY

The Supplier represents and warrants that it is a duly constituted and validly existing company under the laws of its country of incorporation. The Supplier possesses the necessary power and authority to enter into and perform the obligations specified in the contract. The Supplier further affirms that entering into this agreement does not conflict with, contravene, or constitute a breach of any existing contractual, financial, commercial, or legal obligations to which it, its affiliates, or its employees are subject. Moreover, during the term of the agreement, neither the Supplier nor its affiliates or employees will undertake any obligations that would breach or materially and adversely affect their ability to perform under the agreement.

- Compliance with Applicable Laws: The Supplier must comply at all times with all applicable laws.
- Authorizations, Licenses, and Consents: The Supplier has obtained and will maintain, at its own expense, all authorizations, licenses, and consents necessary to fulfill its commitments under the contract.
- Qualified Personnel: The Supplier will assign personnel with the required qualifications, experience, training, and skills to carry out the tasks specified in the contract, ensuring they are knowledgeable about its requirements.
- Receipt of Relevant Information: The Supplier has received all relevant information from EVOLUTIS, had the opportunity to ask all necessary questions, and has received satisfactory answers.
- Assistance and Advice: The Supplier will assist and advise EVOLUTIS in defining its needs and will propose actions or technical solutions to improve the quality of the products and/or services or reduce costs.
- Notification of Relevant Changes: The Supplier will inform EVOLUTIS during the execution of the contract about any events, information, or changes in applicable laws that may impact the economy, price, quality, performance, or use of the products and/or services.
- Reporting of Fraud or Misconduct: The Supplier will promptly inform EVOLUTIS in writing, within fifteen (15) days of becoming aware, of any fraud or similar acts involving dishonesty or illegal activities related to the products and/or services, whether involving the Supplier, its employees, shareholders, agents, subcontractors, or other third parties. This obligation extends for three (3) years after the completion of the supply of the products and/or services.
- Compliance with Specifications: The Supplier guarantees that the products and/or services supplied will comply with the descriptions, specifications, or samples outlined in the contractual documents. This includes adherence to the requested quantities and the origin of the products as defined in the specifications and/or order form, which may be subject to reservations and the application of relevant provisions.

Regardless of any specific conditions outlined in the Order, the Supplier is required, as part of the warranty for the Products and/or Services it provides, to address any failures or defects by either replacing or making the Products and/or Services suitable for their intended use, at no cost to EVOLUTIS and with prior written approval from EVOLUTIS. If the Supplier fails to replace or repair the defective Products and/or Services within 30 working days of EVOLUTIS' request, EVOLUTIS may engage a third party of its choice to perform the necessary operations. In such cases, the Supplier will be responsible for all associated costs, including travel, labor, and transportation expenses. Additionally, EVOLUTIS reserves the right to cancel or reduce the Order if the Supplier refuses or is unable to meet its technical or commercial obligations as specified in the Order.

### 13. FORCE MAJEURE

Neither party shall be held liable for non-performance or delays in the performance of their obligations under these general conditions if such non-performance or delay is due to an event of force majeure.

An event of "Force Majeure" is defined as any unforeseeable and irresistible event beyond the control of the Parties that prevents, in whole or in part, the fulfillment of a Party's contractual obligations. Such events may include, but are not limited to: civil or foreign war, riots, strikes, production stoppages, fires, large-scale floods, government decisions, the enactment or implementation of any law, regulation, court order, or other legal action by the government, trade wars, explosions, natural disasters, epidemics, or pandemics.

It is important to note that this list is not exhaustive. If a Force Majeure event occurs and prevents a Party (the "Affected Party") from fulfilling its obligations under the Contract, the performance of those obligations will be suspended. The Affected Party will not be held liable for non-performance during the period and to the extent that the Force Majeure event remains irresistible, beyond their control, and the impact cannot be mitigated by commercially reasonable measures.

The Affected Party must notify the other Party in writing (via email with acknowledgment of receipt or another appropriate method) within a commercially reasonable timeframe following the occurrence or onset of the Force Majeure event. The notification should detail the circumstances preventing performance, the measures taken to mitigate the impact of the event, and, if possible, an estimate of how long the suspension of performance will last.

The occurrence of a Force Majeure event does not relieve the Supplier of its obligation to implement its Business Continuity Management Plans and Business Recovery Plans. If the Force Majeure event persists for more than thirty (30) days from the date of notification and continues to prevent the Supplier from performing its obligations, EVOLUTIS may, at its sole discretion and without incurring liability, terminate the Contract, in whole or in part, either immediately or subject to the Services of Reversibility and/or a notice period. In such a case, the Parties will negotiate the conditions for the continuation of the Contract.

### 14. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS OF OWNERSHIP

In relation to patents or licenses, the Supplier assumes exclusive responsibility for any rights associated with the raw materials and packaging used. The Supplier guarantees that the use of the Products and/or Services provided under the order does not infringe on any third-party rights and that there are no ongoing disputes concerning their use. The Supplier will be held responsible for any infringement or legal actions related to the Products and/or Services delivered. If such actions are brought against EVOLUTIS, the Supplier will reimburse EVOLUTIS for any costs incurred in defending against these claims.

### 15. DOMAIN NAMES

The Supplier is prohibited from acquiring or creating any domain name or subdomain that includes the name, brand, or registered or unregistered trademarks of EVOLUTIS or its Affiliates, or any similar designation that could cause confusion. All such domain names must be validated and exclusively held by EVOLUTIS or its Affiliates.

### 16. EVOLUTIS GOODS IN THE CUSTODY OF THE SUPPLIER

EVOLUTIS will retain sole ownership of all tools, equipment, samples, documents, materials, or other goods provided or made available to the Supplier by or on behalf of EVOLUTIS, and/or specifically paid for by EVOLUTIS in connection with the supply of Products and/or Services by the Supplier (collectively referred to as "EVOLUTIS Property").

Before using any EVOLUTIS Property, the Supplier must inspect it for any damage or defects and confirm receipt of and familiarity with any warning and safety notices. The Supplier must maintain a precise inventory that clearly identifies all EVOLUTIS Property under its custody or control, and this inventory must be available to EVOLUTIS upon request.

All EVOLUTIS Property must be marked with a specific label or identification, protected against loss, damage, or deterioration while in the Supplier's possession, used solely for EVOLUTIS's benefit in providing the Products and/or Services, and in compliance with all warning notices, instructions for use, and Applicable Laws. The Supplier must not copy, reproduce, or disclose EVOLUTIS Property to any third party without the prior written consent of EVOLUTIS. Upon request, the Supplier must return all EVOLUTIS Property in the same condition as when it was originally received, except for reasonable wear and tear. The return location will be the same as where the EVOLUTIS Property was initially supplied or made available unless otherwise directed by EVOLUTIS.

The Supplier is responsible for all costs associated with the use and maintenance of the EVOLUTIS Property, including any loss or damage, while it is in the Supplier's custody or control.

### 17. CONFIDENTIALITY

Generally, the Supplier must adhere to the principle of "Professional Confidentiality." The Supplier agrees to comply with applicable regulations concerning the processing of personal data, including Regulation (EU) 2016/679 of the European Parliament and the Council of April 27, 2016 (effective from May 25, 2018), and Law No. 78-17 of January 6, 1978, related to data processing, files, and freedoms. Non-compliance with these regulations may be considered a breach of contract and could result in termination for cause.

The Supplier commits not to disclose, without the prior written consent of EVOLUTIS, any technical, scientific, economic, financial, commercial, or legal information, including but not limited to trade secrets, ideas, plans, studies, experimental protocols, reports, drawings, graphic representations, specifications, know-how, prototypes, materials, formulas, processes, synthesis methods, formulation methods, analytical methods, manufacturing processes, parameters, molecules, non-commercial samples, product functionalities, software, computer programs, or algorithms. This information may be disclosed in any form or medium and through any means collected during the execution of the Order and pertains to the activities of EVOLUTIS.

Any information and/or data derived from, resulting from, based on, or incorporating this Confidential Information will also be considered Confidential Information. Products and/or Services specifically developed or created for EVOLUTIS will be regarded as Confidential Information of EVOLUTIS from their creation. Confidential Information remains the exclusive property of EVOLUTIS at all times.

### 18. TRANSFER OF OWNERSHIP

Unless otherwise specified in the particular conditions of an order, ownership and risk transfer occur upon the receipt of the Supplies of Products and/or Services, provided that such receipt is acknowledged as good and complete. EVOLUTIS does not accept any retention of title clause unless it has explicitly agreed to it in writing beforehand.

### 19. NON RENONCIATION

The failure or delay by either Party to assert any right or claim under the Agreement shall not be interpreted as a waiver or abandonment of that claim or any similar claims that may arise in the future. Such failure or delay shall not prejudice any rights of the Party under the Agreement. Any waiver of rights by either Party must be in writing and apply solely to the specific transaction or series of transactions explicitly mentioned in the waiver.

### 20. NON LIMITORY DISPOSITION

Any provision of the Agreement that, by its nature, is intended to survive expiration or termination will continue to remain in full force and effect even after the Agreement has expired or been terminated.

### 21. APPLICABLE DUTY – COURT OF JURIDICITION

Any disputes arising from the execution or interpretation of our orders that cannot be resolved amicably will be subject to the jurisdiction of the courts in Roanne, France. The applicable law is French law, excluding private international law. If the dispute occurs outside the EU, it will be settled according to the Arbitration Rules of the International Court of Arbitration of the International Chamber of Commerce in Paris, by three arbitrators appointed in accordance with these rules, unless the parties agree to a single arbitrator. The arbitration will be conducted in Paris and in French. Should these terms be translated into other languages at the customer's request, only the French text will be considered authentic in case of a dispute. The costs of arbitration will be borne by the party whose fault is officially recognized.

### 22. PROTECTION OF PERSONAL DATA

The Supplier is responsible for directly collecting and processing personal data.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (applicable from May 25, 2018), as well as Law No. 78-17 of January 6, 1978, as amended: EVOLUTIS is responsible for processing the personal data it collects and transmits to the Supplier. The Supplier is responsible for processing the personal data it collects from EVOLUTIS.

#### General supplier responsibilities

The Supplier agrees to:

- Process Personal Data: Only process personal data that is necessary for performing the services outlined in this order.
- Confidentiality of Personal Data:
  - Ensure the confidentiality of personal data and avoid making unauthorized copies of documents and/or information media, except for copies required for fulfilling the tasks specified in this order.
  - Use the processed documents and information solely for the purposes defined in this order.
  - Refrain from disclosing documents or information to any third parties, whether private or public, natural or legal persons.
  - Implement measures to prevent unauthorized or fraudulent use of computer files or data transmitted during the execution of the order.

- Authorized Personnel: Ensure that individuals authorized to process personal data:
  - Receive necessary training and assessment regarding data protection.
  - Commit to maintaining the confidentiality of personal data or are bound by appropriate legal confidentiality obligations.
- Compliance with Legal Provisions
  - Adhere to the principles of data protection by design and by default, ensuring that only the minimum necessary data is processed considering the quantity, extent, retention period, and access.
  - Implement technical and organizational measures to guarantee a level of security appropriate to the risk, including securing data exchanges via websites, email, or file transfers.
- Record Keeping: Maintain a written register of processing activities, detailing:
  - The name and contact details of the Data Controller on whose behalf the Supplier acts.
  - Any subsequent subcontractors and, where applicable, the Data Protection Officer (DPO) of the Data Controller.
  - Categories of processing conducted on behalf of the Data Controller.
  - Transfers of personal data to third countries or international organizations, including identification and documentation of appropriate guarantees.
- Documentation and Compliance: Provide EVOLUTIS with necessary documentation to demonstrate compliance with all obligations.
- Breach Notification: Notify the competent supervisory authority (CNIL) of any personal data breaches and inform EVOLUTIS within a maximum of 48 hours of any such breaches.

These responsibilities ensure that the Supplier manages personal data responsibly and complies with applicable data protection laws.

#### **Retention period and disposal of personal data**

The Supplier is committed to informing individuals whose personal data is being processed about the details of the processing at the time of data collection.

#### **Right of information for data subjects**

The Supplier agrees to inform individuals whose personal data is being collected about the details of the processing at the time of data collection.

#### **Exercise of the rights of data subjects**

The Supplier agrees to assist EVOLUTIS in meeting its obligations to respond to requests from individuals exercising their rights. This includes rights such as access, rectification, erasure, opposition, limitation of processing, data portability, and the right not to be subject to automated individual decisions, including profiling. If individuals make such requests directly to the Supplier, the Supplier is committed to addressing these requests in accordance with applicable legal and regulatory provisions and to notify EVOLUTIS of the receipt of these requests at its registered address.

#### **Data Protection Officer**

The Supplier agrees to provide EVOLUTIS with the name and contact details of its Data Protection Officer (DPO) upon signing this order, if one is appointed in accordance with Article 37 of the European Data Protection Regulation. If a DPO is not designated, the Supplier must provide the identity and contact details of a designated contact person for data protection matters. If neither is provided, the Supplier's legal representative will be considered the contact point. For EVOLUTIS, the designated DPO is Mrs. Mathilde DURIER, who can be reached at [dpo@evolutis-group.com](mailto:dpo@evolutis-group.com).