

CORPORATE NETWORK PARTNERSHIP TERMS AND CONDITIONS

1 - PURPOSE

The purpose of this partnership contract is to define the general conditions of partnership between the signatories.

2 - DEFINITIONS

2.1 – Corporate Network Card designates the corporate loyalty card. The Corporate Network Card is a product designed and managed by GROUPE SRI. This card is intended for all establishments that are members of the Enterprise Network that have taken out an annual membership. **2.2 – SRI GROUP**: Refers to the company issuing and managing the Corporate Network Card, located: 120, rue Jean Jaurès, Building B, 92300 LEVALLOIS-PERRET. **2.3 – Member company, or Member**: Company having subscribed to the Corporate Network Card. **2.4 – Partner, Network Partner**: Refers to any establishment having signed a partnership contract, and brought together around the same marketing plan aimed at building business loyalty through offers of business privileges from the Corporate Rewards program. **2.5 – Network, Corporate Network, Corporate Network**: This is all of the network's business partners, and all of the companies holding the Corporate Network Card. **2.6 – Network Points**: Refers to the method of rewarding business expenses incurred by a Member. Network Points are obtained according to scales and specific calculation conditions specific to the Network. 1 Network Point is equivalent to 0.50 Eur of purchase within the Network. **2.7-Business privileges**: Refers to all the privileges obtained with Network Points. **2.8 – Corporate Rewards, Corporate Rewards Program**: Refers to the name of the Network's loyalty program. **2.9 – CardSystem, CardSystem application**: Designates the internet and mobile software for the collection and transmission of transaction data with the Corporate Network Card.

3 - NETWORK MEMBERSHIP CONDITIONS

Membership of the Corporate Network is subject to pre-selection, prior admission agreement, payment of an entry fee and an annual fee in accordance with the rates in force. Any membership supposes for the Partner, a registration in the trade and companies register, the acceptance of the general conditions of membership and the payment of a commission on the amount of each transaction carried out with the Members of the Network. Membership becomes effective after handwritten or electronic signature of a partnership contract which must be duly completed with care and precision by both parties, it must also contain information relating only to the establishment for which it is established.

4 - ENTRANCE FEE AND ANNUAL SUBSCRIPTION

For the Partner, membership in Corporate Network is subject to the payment of an entry fee at the current rate applicable per establishment. The Network entry fee is payable once for the entire duration of the partnership with GROUPE SRI, and includes: – loyalty equipment, – a POS (Point of Sale Advertising) kit, – software configuration CardSystem for remote access and data transmission. In the event of termination of the contract in one of the cases provided for in paragraph 9, the Partner cannot claim reimbursement of the entry fee. The termination of the contract cannot give the Partner the right to compensation. In the event of a new membership in the Network following a breach of contract in one of the cases provided for in paragraph 9, the Partner shall pay the entry fee in accordance with paragraph 3 applicable to any new membership in the Network. The annual fee is the amount paid each year by Members in order to benefit from all the services and privileges offered by the Corporate Network Card. The renewal of the card being included in the amount of the contribution.

5 - SECURITY DEPOSIT

GROUPE SRI may ask the Partner, when subscribing or during the contract, to provide a guarantee such as the payment of a security deposit. This security deposit, which is not systematic, may be requested in one of the following cases: – when payment of the entrance fee is not required during the promotional period – in the event of non-compliance with the payment conditions of a partnership contract with the Enterprise Network entered into previously – in the event of repeated payment incidents during the partnership – if the number of establishments belonging to the Network is greater than three in the same geographical area. The amount of the security deposit is set at thirty percent (30%) of the amount excluding tax of the corresponding entrance fee, and per establishment. The reimbursement of the security deposit takes place after termination of the contract subject to payment of the sums remaining due to GROUPE SRI. GROUPE SRI thus reimburses the amount of the security deposit within thirty (30) days.

6 - DURATION OF THE CONTRACT AND RENEWAL

The contract is concluded for an indefinite period with a minimum period of two (2) years from the effective date indicated on the contract. The renewal of the contract will be by tacit agreement from year to year.

7 - NOTICE

The notice period is set at two (2) months. Either of the parties may request the termination of the contract in accordance with paragraph 8, by registered letter with acknowledgment of receipt, respecting the notice period, to: SRI GROUP – Corporate Network Department – 120, rue Jean Jaurès, Building B, 92300 LEVALLOIS-PERRET.

8 - SUSPENSION OF LOYALTY TRANSACTIONS

GROUPE SRI may at any time suspend any network transaction if the Partner does not comply with one of the obligations arising from this contract, or if irregularities and malfunctions have been observed. The suspension of network transactions may occur after notification to the Partner by registered letter with acknowledgment of receipt. In the event of violation of the measure suspending network transactions, GROUPE SRI may automatically terminate this partnership contract with immediate effect without giving the right to compensation or reimbursement.

9 - TERMINATION

This partnership contract constitutes a firm commitment. The contract may be terminated by either party for the end of each calendar year at the end of a registered letter with acknowledgment of receipt, respecting the notice period set at two (2) months, and within the one of the following cases: 9.1. in the event of non-payment of a single fee or invoice, 9.2. by operation of law solely because of the dissolution, amicable liquidation, merger, massive division of social rights, cessation of activity of the Partner, 9.3. as of right following death or bankruptcy. GROUPE SRI reserves the right to terminate the partnership contract in one of the cases provided for below: 9.4. in the event of non-compliance and non-performance of one of the clauses of this contract, 9.5. in the event of alienation of the goodwill in any form whatsoever, 9.9. in the event of amicable liquidation, receivership or judicial liquidation of the Partner, 9.10. in the event of jeopardizing the rights and guarantees of GROUPE SRI. In the event of termination, the amounts owed by the Partner become immediately due and payable in full.

10 - RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

RESPONSIBILITIES AND OBLIGATIONS OF SRI GROUP:

GROUPE SRI is bound by an obligation of means and undertakes to make every effort to guarantee quality service to Partners and Members of the Business Network. GROUPE SRI cannot be held liable in the event of the occurrence of a case of force majeure as defined in paragraph 25 "Force majeure" or of an event beyond its control, including, but not limited to, the interruption of the link for electronic transactions resulting from the failure of the telephone operator's network, and/or the Partner's equipment – GROUPE SRI cannot be held liable in the event of interruption of the link for electronic transactions for maintenance and/or improvement of the network, knowing that GROUPE SRI will make the best efforts so that they intervene as soon as

possible and under the best possible conditions. These interruptions may be notified to the Partner before they occur, specifying, where applicable, the duration of the planned interruption, except in an emergency. In the event of an exceptional extension of the interruption, GROUPE SRI undertakes to keep its Partners informed by any appropriate means.

– Within the framework of the application of the partnership contract, GROUPE SRI could be required to train sellers, or groups of sellers of establishments that have signed a partnership contract in order to inform and give the best welcome to Members of the network, holders of the Corporate Network Card. – GROUPE SRI undertakes to make every effort to guarantee perfect management of the business relationship between itself and its Partners exclusively within the framework of the Corporate Network Card. GROUPE SRI cannot replace the Partner with regard to after-sales service or any other area not directly related to the Corporate Network Card issued and managed by it.

– As part of the application of the contract, GROUPE SRI undertakes to ensure proper monitoring and perfect management of the Business Privileges guaranteed to Members

– GROUPE SRI undertakes to ensure the smooth running of loyalty transactions between the Partner and member. – GROUPE SRI undertakes to implement everything in compliance with the commitments and services guaranteed to both Partners and Members.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTNER:

– Staff information and training: As part of the application of the partnership contract, the Partner is required to inform all cashiers and sales staff of their membership in the Corporate Network, of the acceptance of the Corporate Network Cards by their establishment. The Partner undertakes to make available to GROUPE SRI, all checkout staff and all sales staff of its establishment in order to benefit from training on reception and the Network's loyalty tools. This training session may not exceed eight (8) hours in its entirety. Training sessions could be renewed at the request of GROUPE SRI depending on the innovations and technological advances of the Network, and they cannot exceed eight (8) hours of training for one year. – Signage – window sticker: The Partner, to indicate its membership of the Corporate Network, must affix, and in a visible manner, the Corporate Network window sticker at the entrance to its establishment and near its cash desk. – Customer reception: All cashiers and sales staff having direct contact with customers must give preferential treatment to any holder of the Corporate Network Card who presents their Membership card. The Partner reserves the right to grant a particular service if it sees fit to improve the commercial relationship with the Member.

– Loyalty transaction: After payment of any purchase made by a Member, the Partner must validate the loyalty transaction. No discount shall be granted directly to the Member holding a Corporate Network Card. The latter will have to pay the net amount to be paid without cash discount. The loyalty transaction ticket is automatically transmitted by the CardSystem application to the Member by text messaging (SMS) or by e-mail in accordance with the contact details provided by the Member to GROUPE SRI at the time of membership. However, the Partner may, if he wishes, print and give the Member the loyalty transaction ticket or the loyalty slip if applicable, for any possible checks by the Member.

– Network commission: The Partner must respect, throughout the duration of the partnership, the discount rate previously defined and appearing on the partnership contract. The Partner is informed that this discount may under no circumstances be less than four (4%) of the amount of the transaction carried out by a Member carrying a Corporate Network Card. This discount will represent the basic rate necessary for calculating the commissions intended for the Network, and which the Partner will have to pay within the set deadlines.

11 - BENEFITS GUARANTEED TO PARTNERS

As part of the application of the partnership contract, GROUPE SRI guarantees the following services to all Partners for the duration of their membership in the Network: – the allocation of a Corporate Network Card in the name of the signatory establishment, – access to an online account as a Member, – telephone assistance, – personalized information and promotional offers – a statement of Network Points available on the internet in the "My account" section – a scale business privileges available on the internet. GROUPE SRI reserves the right to improve and supplement the offer and the quality of the services that it guarantees to all the Partners of the network.

12 - NAME - BRAND - LOGO - IMAGES

The names, brands, logos, images, designations and trade names are the property of GROUPE SRI and may only be used with prior written consent. It is forbidden for the Partner to use it with a view to carrying out or having carried out any written or audiovisual advertising or any other action that could suggest that it is done with the agreement of GROUPE SRI, without its express written authorization.

13 - ADVERTISING

No advertising other than that provided or previously authorized by GROUPE SRI is permitted. In general, press, radio, audiovisual or social media advertising directly involving Corporate Network and the Corporate Network Card is strictly prohibited for the Partner. It is the exclusive responsibility of GROUPE SRI to carry out any press, radio or audiovisual communication and advertising action, to also carry out any radio promotional action, games, any marketing action to publicize the Network, or the Corporate Network Card whose it is the sole manager, and to facilitate its sale.

14 - DOCUMENTATION AND MEDIA

The media and documentation of any kind delivered or sent by GROUPE SRI to the Partner always remain the entire property of GROUPE SRI. They must be returned at the request of GROUPE SRI. GROUPE SRI retains full ownership of all rights attached to its products and documents which must be considered confidential and which may not be, without its written authorization, communicated, executed, reproduced, or even used for purposes other than those for whom they were given.

15 - RETENTION OF OWNERSHIP CLAUSE

Any documentation, material and support provided by GROUPE SRI to the Partner remains the property of GROUPE SRI and must be returned to it at the end of the partnership. GROUPE SRI reserves ownership of the product(s) and equipment delivered until full payment of the price, the Partner being the depositary. The Partner bears the risk of damage that the product(s) or equipment may suffer or cause, whatever the cause. The Partner must take out any insurance likely to guarantee GROUPE SRI in its capacity as owner. In the event of non-payment of all or part of the price on the agreed due date, the sale may be canceled if GROUPE SRI sees fit by simple registered letter. GROUPE SRI may require the return of the product(s) or equipment at the Partner's expense.

16 - EXCLUSIVITY AND NON-COMPETITION

Corporate Network, having as its object the loyalty of the business customers of all the Partners belonging to this same Network in accordance with paragraph 2.1, consequently, the Partner undertakes throughout the duration of the partnership, to: – use exclusively the services of Corporate Network loyalty, – not to enter into a new contract of the same type as this one with a competing company or network, – not to accept a competing loyalty card within the establishment designated in the partnership contract. As this clause is likely to guarantee cohesion within the Network and the proper functioning of the Corporate Rewards program, the Partner must take all necessary measures to preserve the interests of the Network of which it is a Member,

17 - NETWORK COMMISSION

The loyalty of the business customers of the Partner designated in the contract, supposes for the Partner a financial and joint participation in the costs of management of the business relationship, and in the financing of the business Privileges guaranteed by the Network to the Members. This financial and solidarity participation will be equal to a commission on the amount of each transaction carried out with the holders of the Corporate Network Card. This commission may not be less than four (4%) of the amount of the card transaction of each Network Member.

18 - ACCOUNT STATEMENT

GROUPE SRI will send an account statement to the Partner at the end of each quarter. This statement of account will total the network transactions carried out during the past quarter, namely the number of Members carrying the Corporate Network Card having visited the establishment(s) of the Partner, the turnover achieved during the quarter, the total amount of commissions to be paid to the Network.

19 - PAYMENT OF NETWORK COMMISSIONS

The amount of commissions to be paid to the Network is due on the date of issue of the account statement. Upon receipt of this, the Partner has a payment period. The payment date shown on the account statement. Non-compliance with this payment date gives rise to the application of the measures for late payment provided for in paragraph 20. In the case of payment by direct debit, it is directly debited between five (5) and ten (10) of the month in which the statement was issued.

20 - CONDITIONS OF PAYMENT - LATE PAYMENT AND COLLECTION COSTS

Membership of Corporate Network is subject to the payment of an entry fee. All entrance fees are payable by check or by bank transfer upon joining. Commissions intended for the Network are paid by direct debit, transfer or check upon receipt of the account statement and in compliance with the payment deadline. No complaint or dispute authorizes the Partner to defer the payment of a due commission.

Late payment: Failure or delay in payment will entail, without the obligation of prior formal notice, the immediate payment of all sums due, even those not yet due. A late payment penalty will come into effect from the thirtieth day after the fixed payment deadline. This penalty will be equal to interest at the base bank rate plus three points.

Recovery: The costs incurred for amicable or judicial recovery will remain the responsibility of the Partner. Non-performance of these payment conditions by the Partner is sufficient to justify the termination of the current contract without giving rise to the right to compensation or damages.

21 - INFORMATION AND COMPLAINTS ON ACCOUNT STATEMENTS

GROUPE SRI makes available to the Partner, and during the twelve (12) months following the date of establishment of the account statement that it sent to him, the elements of information relating to the payment of commissions on card transactions. Members having attended their establishment under the partnership contract. If the Partner sends a complaint to GROUPE SRI, the obligation to pay the disputed sum is suspended. The Partner is nevertheless required to pay the amount of the undisputed part of the statement. If GROUPE SRI confirms the amount of the disputed amount after the complaint has been processed, payment of this amount becomes immediately due. In the event that the complaint occurs after payment of the disputed sum, the reimbursement takes place when the next account statement is drawn up in the form of a deduction of the disputed sum. If applicable, GROUPE SRI will reimburse the disputed amount within thirty (30) days.

22 - VALIDITY OF THE GENERAL CONDITIONS

In the event that any of the provisions of these general conditions of partnership are declared contrary to the law or in any other way legitimately unenforceable, this clause will be declared null and void without this resulting in the nullity of the entirety of these general conditions of partnership.

23 - MODIFICATION OF GENERAL CONDITIONS

SRI GROUP reserves the right to modify these general partnership conditions. The modified general conditions of partnership are sent by mail to the Partner who is then kept informed of this modification. As from the knowledge of the new general conditions of partnership (date of the accompanying letter and postmark being proof), the Partner has a period of thirty (30) days to refuse the modifications, by sending his refusal by registered letter with acknowledgment of receipt to GROUPE SRI. In the absence of an express refusal from the Partner within this period, the latter is expressly deemed to have adhered to the modified general conditions of partnership.

24 - TRANSFERABILITY OF THE CONTRACT

In the event of cessation of activity, GROUPE SRI reserves the right to transfer to any other company the rights and obligations of these general conditions of partnership, provided that this company does not substantially modify the services provided to the Partner.

25 - MISCELLANEOUS

Information: The Partner undertakes to inform GROUPE SRI in writing of any modification concerning its situation (change of address, bank details, modification of its electronic payment terminal equipment). GROUPE SRI cannot be held responsible for the consequences that the Partner may suffer in the event that he has omitted to inform GROUPE SRI of any modification. Contractual modifications: Force majeure: The parties will not be held responsible, or considered to have breached these general conditions of partnership, for any delay or non-performance, when the cause of the delay or non-performance is linked to a case of force majeure as defined by the case law of the French courts. However, GROUPE SRI understands by case of force majeure, any event beyond its control and in particular labor disputes, criminal actions, failure of the telephone operator or supplier, weather conditions and fire. Dissociation: If any of the stipulations of the contract is considered null and void, it will be deemed unwritten and will not result in the nullity of the other stipulations.

26 - EXCLUSION OF PARTNER FROM THE NETWORK

Any Partner who has caused moral and/or financial damage to GROUPE SRI, and/or who has damaged the proper functioning of the network and its respectability is definitively excluded from Corporate Network. Any abuse or breach and non-compliance with these general conditions may lead to the permanent exclusion of the Partner from the network with immediate effect, without giving right to compensation or damages.

27 - ACCEPTANCE CLAUSE

The contract is granted in consideration of the quality of the signatories and it is expressly agreed that the contract is concluded "INTUITU PERSONAE". In the event of a change either in the manager of the legal person or in the holder of the goodwill, the signatory must inform GROUPE SRI to present his successor or, if it seems to GROUPE SRI, terminate the partnership contract with immediate effect. The Partner declares to have been informed of the mandatory transparent nature of the partnership conditions and expressly accepts it.

28 - COMPLAINTS - JURISDICTION - APPLICABLE LAW

All complaints and disputes must be sent by registered letter with acknowledgment of receipt to the address of the registered office located: SRI GROUP – Corporate Network Department – 120, rue Jean Jaurès, Building B, 92300 LEVALLOIS-PERRET. Any dispute that may arise as a result of the execution or interpretation of these general conditions of partnership is governed by French law and falls within the jurisdiction of the French courts.