**GENERAL TERMS AND CONDITIONS OF SALE
AND USE OF THE EPROTOCOLE SERVICE**

LEGAL INFORMATION - INTRODUCTION

The owner and publisher of the EPROTOCOLE service is the French company B2PWeb (Bourse Premium Professionnel Web), a simplified joint-stock company registered with the RCS AVIGNON under no. 489 052 902, whose registered office is at 127 avenue Joseph Boitelet, 84300 Cavaillon, France, intracommunity VAT no. FR 59 48 052 902.

The publication director is Mr Benoit Aujay.
The contact telephone numbers are: 04.84.91.00.93. The Website
is hosted by B2PWeb.

Via the EPROTOCOLE service, consisting of a web platform and a mobile application, accessible at the URL www.eprotocole.fr, B2PWeb intends to provide its Customers with an IT tool enabling users of the service, professionals and players in the transport sector (haulage contractors, freight forwarders, shippers, etc.), to centralise and facilitate the management of security protocols.

1/ PURPOSE AND SCOPE

These general terms and conditions of sale and use (hereinafter referred to as the "General Terms and Conditions"), supplemented by the special terms and conditions specific to each contract entered into, as well as their appendices (appendices relating to the Protection of Personal Data, the Description of Functionalities and Services and the pricing grids) for the use of the EPROTOCOLE website, constitute a contractual package governing the relationship between B2PWEB, which operates the EPROTOCOLE service, and any Customer using the said service. The Customer acknowledges having read this contractual document, accepts its terms and waives the right to rely on any contradictory document, in particular their own general terms and conditions. Any use of the EPROTOCOLE service is therefore subject to these General Terms and Conditions.

2/ TERMINOLOGY AND DEFINITIONS

For the purposes of interpreting and executing the General Terms and Conditions, it is agreed that the following terms beginning with a capital letter herein, whether used in the singular or in the plural, shall have the meaning given to them below:

- ✓ *Customer* or *Subscriber*: refers to the holder of the Contract, who may or may not be a Principal (Shipper or Freight Forwarder in relation to their subcontractor) or a Service Provider (Freight Forwarder in relation to the Shipper, or Haulage Contractor).
- ✓ *Non-Subscribing Service Provider*: refers to a Service Provider who does not hold a Contract.
- ✓ *Contract*: refers to the Special Terms and Conditions to which the Customer has subscribed.
- ✓ *Anniversary Date*: means the calendar date on which the Contract took effect.
- ✓ *Principal*: refers to the party who entrusts the execution of a transport operation to a Service Provider (according to the terminology used in the professional Transport sector, this may be a Shipper or a Freight Forwarder).
- ✓ *Supplier*: refers to the Company B2PWeb.
- ✓ *The Party* or *Parties*: refers to the Customer and B2PWeb, or both taken together.
- ✓ *Offer*: refers to the proposal made by the Supplier to subscribe to one or more of the Services it offers, this proposal describing precisely the characteristics of the Service(s) offered; acceptance of this Offer, whether explicit or tacit, forms the Contract between the Parties and entails acceptance of the General and Special Terms and Conditions
- ✓ *Transport Operation*: refers to the provision of services whereby a haulier takes charge of goods at a place of dispatch and transports them by road to the agreed place of delivery. The service shall be provided within the time frame and at the price agreed between the Parties to the said operation.
- ✓ *Host Company*: refers to the Customer's company where Transport Operations take place.
- ✓ *Platform*: refers to either the website accessible at the URL www.eprotocole.fr or the EPROTOCOLE mobile application, which centralise and facilitate the management of security protocols.
- ✓ *Service Provider*: refers to the party entrusted with the execution of a Transport Operation (according to the terminology used in the professional transport sector, this may be a freight forwarder or a haulage contractor)**.**
- ✓ *Service(s)*: refers to the services provided by B2PWeb and accessible via the EPROTOCOLE website and mobile application depending on the subscription taken out, as defined in Article 3 below.
- ✓ *User*: refers to any individual using the www.eprotocole.fr website, and therefore subject to these General Terms and Conditions.

3/ GENERAL PRESENTATION OF THE SERVICES PROVIDED

With a view to promoting quality partnerships, the Supplier shall assist its Customers in managing security protocols between a Principal, hauliers and their drivers through the following actions:

- Digitisation of protocols;
- Provision to loading and delivery personnel;

- Forwarding of protocols to subcontractors, particularly in the event of re-chartering;
- Validation and acknowledgement of receipt by each player.

The EPROTOCOLE service enables:
- The Principal, via the EPROTOCOLE platform:
  - To forward a security protocol to their service providers;
  - To receive the protocol validated by their service providers.

- The Haulier and/or Freight Forwarder:
  - To receive security protocols from their Principals who have an EPROTOCOLE subscription from the EPROTOCOLE platform;
  - To digitise the security protocols of their Principals who do not have an EPROTOCOLE subscription;
  - To forward security protocols to their resources;
  - To validate or reject the security protocols forwarded by their Principals.

The various features of the Service are offered and accessible for a fee or free of charge by signing up to specific subscription contracts for each type of Customer (*Haulage Contractor - Service Provider - Shipper - Freight Forwarder*). The Supplier is therefore free to decide on the types of contract it intends to offer to each type of Customer, bearing in mind that said contracts remain subject to these General Terms and Conditions and to the Special Terms and Conditions specific to each Contract.

The "Gatehouse" feature of the EPROTOCOLE Service is available to Non-Subscribing Service Providers or to Customers who are temporarily unable to access the Service. This feature enables the Non-Subscribing Service Provider or Subscriber to receive and consult the Host Company's security protocol on the Platform.

Subscription to the Supplier's Services implies application of all the rights and obligations arising from these General Terms and Conditions, the Special Terms and Conditions and the appendices relating to the "Protection of Personal Data",
the "Description of Functionalities and Services" and "Pricing Grids" specific to each subscription taken out.

The specific characteristics of each Service and its pricing are set out in detail in the Special Terms and Conditions and in the appendices to those Terms and Conditions, which also set out the obligations and rights specific to each Service and their prices.

Access by Non-Subscribing Service Providers to the Platform via the Gatehouse function also implies application of all the rights and obligations of these General Terms and Conditions, the Special Terms and Conditions and the "Protection of Personal Data" appendices

4/ SUBSCRIPTION CONDITIONS AND ENROLMENT PROCEDURES

4.1 Subscription conditions:
To be able to subscribe to the Offers proposed by the Supplier, the subscriber must be a Service Provider or Principal as defined in Article 2 above and, more generally, any economic player who may be a party to a Transport Operation, bearing in mind that the Supplier reserves the right to propose its Offers of services according to each type of Customer (Shipper/Freight Forwarder/Haulage Contractor).

Service Providers are transport or freight forwarding companies whose APE code (for companies based in France) is as follows:
- □ 4941A: Interurban road freight transport, 4941B:
- □ Local road freight transport.
- □ 4941C: Truck hire with driver. 5229A: Courier,
- □ express freight.
- □ 5229B: Chartering and organising of transport.

The Customer must have full legal capacity to enter into commitments under the General Terms and Conditions and, in particular, must certify that they have reached the age of legal majority.

4.2 How to subscribe: To be able to subscribe to the Supplier's Services, the Customer must have subscribed to the Special Terms and Conditions specific to one of the Offers proposed by the Supplier.

5/ HOW TO ACCESS SERVICES VIA THE EPROTOCOLE WEBSITE

The Service is accessible from the URL www.eprotocole.fr, provided that the Customer has an Internet connection, a working telephone line or a mobile phone subscription. The Customer connects to the Services after identifying their user code (provided to the Customer when they activate their account, by means of a link sent to them so that they can create their code when subscribing to the Contract). For security reasons, the bills for the telephone numbers provided by the Customer may be requested in order to check that they actually relate to the subscribing company.

The user code is strictly personal and confidential and is the sole responsibility of the Customer. In the event of loss of their identification data, the Customer must immediately notify the Supplier. The access codes must be managed solely by the person responsible for the Customer's Users, whose details have been included in the Contract. In the event of a change in the person responsible for the Users, the Supplier must be informed in writing. The Customer shall be fully responsible for the "driver" accounts.

5.1 Passwords and logins may only be used by the Customer listed on the subscribed site. Any use of these logins and passwords by and on behalf of a third party not identified when the subscription was taken out on the site shall be considered fraudulent.

5.2 The details of Users who have a login and password cannot be changed. The Supplier reserves the right to refuse to create or modify a User if it considers that the User is not directly linked to the Customer who has taken out the subscription. Any use considered fraudulent by the Supplier shall result in the immediate termination of the Subscriber's Services. The balance of the instalments due up to the end of the contract shall remain due in full to the Supplier, in accordance with the due date of the contract concerned.

Any use of the Service considered to be fraudulent shall result in immediate termination of access to the Service for the subscription site. The balance of the instalments shall be due in full to the Supplier, in accordance with the due date of the contract concerned.

5.3 The Supplier reserves the right to refuse, suspend or terminate access to its Services at its own discretion, particularly in the event of suspected fraud, unfair competition or misuse of the services, and more generally in the event of non-compliance with contractual obligations.

By way of example, access to the Service may be refused, suspended or withdrawn in the following cases:
- The Customer (or one of their Users) has previously had access to the Services but has not honoured their contractual commitments.
- There are serious doubts as to the veracity of the information provided by the Customer or one of their Users or as to the latter's honesty in using the Services.
- Any company with a link of any kind whatsoever with any legal entity or natural person carrying out an activity in competition with that of the Supplier.
- Any company whose manager has already been terminated for fraud in connection with the use of the Services with a previous company.
- Any company that has already had its subscription terminated for fraud or non-payment in connection with the use of the Services and that wishes to re-subscribe to the Services.
- Any company for which the competent authorities (e.g. police) have reported theft to one of the Group's companies.
- Any company subject to liens with the Treasury, Social Security or a pension organisation.

In any event, the company (or one of its User employees) whose access has been refused, suspended or withdrawn shall be informed by mail (electronic or postal) of the reasons for the decision taken by the Supplier.

5.4 In the event that access to the Services is withdrawn as a result of a fault or breach of contract on the part of the Customer, the balance of the remaining instalments shall be due in full to the Supplier, in accordance with the due date of the relevant contract.
In the event that access to the Services is withdrawn as a result of a fault or breach of contract on the part of the Customer's Service Provider, the Supplier undertakes not to claim the balance of the instalments still owed by the Customer.

5.5 The Gatehouse feature of the EPROTOCOLE service enables Non-Subscribing Service Providers or Customers to access the Platform by means of a QR Code or URL link provided by the Host Company. Non-Subscribing Service Providers can fulfil their legal obligations by consulting the security protocol made available by the Host Company, after duly completing an eProtocole form. Service Providers who do not have a subscription shall not be able to access other EPROTOCOLE features. The Customer shall be able to consult the security protocol directly without filling in a form, while still having access to the Service's other features.

6/ SUPPLIER OBLIGATIONS COMMON TO THE VARIOUS CONTRACTS

It should be noted in advance that:
The different Offers proposed by the Supplier depending on the type of Customer each have different characteristics and features that are detailed in the appendix "*Description of Functionalities and Services*" attached to the Special Terms and Conditions, when subscribing to the Offer.
- Customers can subscribe to these Offers:
  ↘ Either as Hauliers and/or Freight Forwarders, in order to receive security protocols, assign them to resources and validate them.
  ↘ Or as Principal, in order to forward the security protocols to their Service Providers and to receive validations or rejections of the security protocols.

Within this framework, the Supplier's obligations consist of ensuring the secure transmission, on the EPROTOCOLE Platform, of the security protocols accepted by the Customer to their recipient; the Supplier is in no way authorised to check the content, veracity, form or regularity of the security protocols provided.

The information provided or the documents published by the Customer shall be visible for one year. The Customer remains the owner of the documents they send and is therefore free to use them. However, the Supplier may not be held liable for the use of said documents or information by the Customer or any other person having access to the interface. Nor can the Supplier be held responsible for the content of documents and/or information generated by the use of the Service.

The Supplier shall refrain from communicating or using documents or information provided to the Customer other than strictly in the context of the execution of the Contract.

7/ GUARANTEE AND LIABILITY OF THE SUPPLIER RELATING TO USE OF THE SITE

7.1 - Purpose of the guarantee

The Supplier guarantees the Customer the proper operation of the above-mentioned Services, under satisfactory conditions of availability and reliability.

It is therefore agreed that, in providing its Services, the Supplier has an obligation of means.

The elements, documents and information placed online via the Platform are the sole responsibility of the Customer (and their Users).

Placing information or a document online via the Platform does not imply any guarantee by the Supplier as to the authenticity of the information mentioned.

It is up to the Customer (and their Users) to take all necessary precautions and obtain all relevant information before choosing a co-contractor.

7.2 - Maintenance and improvements

The Supplier undertakes to take all necessary steps to ensure that consultation and use of the Services is secure and in accordance with the rules of Internet usage.

The Services are accessible to Users from the URL www.eprotocole.fr, 24 hours a day, 7 days a week, "as is" and subject to availability.

The Supplier may not be held liable for delays in transmission or access to the Services, for interruption or discontinuity of the service due to force majeure and subject to any outages.

The Supplier reserves the right to interrupt its Services for the period(s) it deems necessary to carry out maintenance or improvement operations, if possible between 19:00 and 08:00. Except in emergencies, the Customer will be notified in advance of any such interruptions; under no circumstances will the Supplier be held liable in any way whatsoever for such interruptions, nor will they give rise to any right to compensation.

7.3 – Service Level Agreement - *(SLA)*

Although it is expressly agreed that the Supplier only has an obligation of means in the provision of its Services, the Supplier undertakes to observe a level of service ensuring availability and access to the site under optimum conditions defined as follows:

Definition: the Supplier undertakes to restore the availability of Services found to be faulty within 4 working hours of the incident being declared and a ticket being issued.

Terms and conditions of application: as soon as an incident is reported to the Supplier, a ticket is issued (implementation of a procedure to resolve the incident). From this point, the Supplier has 4 working hours to carry out an audit of the incident. If it is confirmed that the incident is due to an internal malfunction on the part of the Supplier, the restoration period begins as soon as the ticket is opened.

Penalties for non-compliance with the commitment

In the event of non-compliance with the commitment, if it is confirmed that the incident is the result of an internal malfunction, the Supplier shall be liable, at the Customer's request, for the following penalties:

Restoration time	Amount of penalty
Less than or equal to 4 working hours	None
More than 4 working hours	10% of the monthly subscription

The amount of the penalty may not exceed the amount of the monthly subscription for the period concerned.

7. 4 - Hotline

The Customer benefits from a free Hotline available Monday to Friday from 08:00 to 12:00 and from 14:00 to 18:00, except on public holidays.

Tel. +33 (0)4 90 71 42 31 or email: exploitation@b2pweb.com

7.5 - Exclusions

The Supplier cannot be held responsible for the quality or authenticity of the data and information supplied and put online by its Customers and Non-Subscribing Service Providers.

Nor can it be held responsible for any identity theft to which it or one of its Customers or Non-Subscribing Service Providers may fall victim. It may not be held liable or be deemed responsible in the event of disputes arising from the conclusion or execution of transport operations entered into by its Customers or Non-Subscribing Service Providers, between themselves or with third parties. Nor shall it, in its capacity as a mere intermediary, settle or participate in the settlement of disputes between its Customers or Non-Subscribing Service Providers or between them and a third party governed by public or private law. In view of the characteristics of the Internet and its intrinsic security limitations, the Supplier does not guarantee the security of data collected and stored via the Service.

The User acknowledges that he/she has been informed of the permeability and possible malfunctions of the Internet, and warned not to forward, via the Service, data and information that he/she considers confidential.

Furthermore, the Supplier may not be held liable for any direct or indirect harm of any kind resulting from the malfunctioning of the Service due to:

- Use of the Service by the Customer or a third party that does not comply with its purpose or the stipulations herein. (E.g.

hacking or misuse of the Service),

- Unavailability of Internet servers, outages or any other problem affecting the networks or equipment of Internet service providers,
- Malfunctions of any kind on the part of the Customer and the Non-Subscribing Service Provider,
- Data entry errors by the Customer and the Non-Subscribing Service Provider, incomplete or erroneous forwarding of information provided by the Customer, loss of information or failure to update information,
- Loss of commercial data, loss of profit or any other loss resulting from inappropriate use of the Service, whether intentional or accidental.

Finally, the Supplier may not be held liable for the content of the documents distributed or for their interpretation.

7.6 - Rights and obligations of the Parties relating to the data forwarded.
The Supplier's obligations, responsibilities and guarantees with regard to the collection and processing of personal data are set out in the "Protection of Personal Data" appendix hereto.

7.7. Hypertext and hypermedia links:
The EPROTOCOLE platform may contain hypertext and hypermedia links directing the User to websites operated by third parties.

The Supplier has no control or right of inspection over the information, products or services offered by these third-party sites. The use of hypertext and hypermedia links and the consultation of third-party sites are the sole responsibility of the User, particularly in the event of harm of any kind to his/her computer or accessories. The Supplier accepts no responsibility for any malfunctions or failures on these third-party sites.

7.8 Enforcement of the Supplier's liability

In the event of fault proven by the Customer, the Supplier may only be held liable for direct or foreseeable harm suffered by the Customer, resulting from a breach of its contractual obligations as defined herein.

In any case, the Supplier's liability in the event of harm suffered by the Customer, for any reason whatsoever and whatever the legal basis invoked or retained, and for all losses combined and cumulated, shall be strictly limited to an amount which may not exceed three times the sums excluding taxes actually paid by the Customer to the Supplier during the twelve (12) months preceding the starting point of the dispute between the Parties.

8 / OBLIGATIONS OF THE USER:

The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) undertake to use the Service in accordance with its purpose. *(See Article 1).*
They shall refrain from forwarding, via the www.eprotocole.fr site, any data that is prohibited, illicit, illegal, contrary to public decency or public order and infringing the rights of third parties, from making fraudulent or improper use of the Service, such as in particular voluntary or involuntary congestion of the Supplier's email servers and email recipients by unauthorised mailings, without this list being exhaustive.

More generally, the Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) shall refrain, when using the Service, from committing or attempting to commit any act whatsoever likely to cause prejudice to the Supplier and/or any User. The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) also undertake not to engage in any act of unfair competition with the Supplier. In this respect, the Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) undertake to use the Service solely for their own needs, honestly and in good faith, in strict compliance with these General Terms and Conditions.
This excludes, in particular, allowing access to the Service to individuals or legal entities other than those identified at the time of registration.
Furthermore, it is strictly prohibited for the Customer and the Non-Subscribing Service Provider to extract all or part of the Service's database.

In the event of non-compliance with these General Terms and Conditions, the Supplier reserves the right to suspend or withdraw access to the Service, without the Customer or the Non-Subscribing Service Provider being able to claim any compensation or reimbursement of sums already paid.
The Supplier declines all responsibility in the event of non-compliance with its recommendations by the Customer (and their Users) or by the Non-Subscribing Service Provider (and their Users).
The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) are solely responsible for the use, whether fraudulent or not, by a third party of their login and password, for the use of the Services made by this third party and for the actions and declarations made by this third party. It is the responsibility of the Customer (and their Users) to ensure the strict confidentiality of their login and password, in particular by refraining from communicating them to a third party.
The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) must ensure that the technical specifications of their computer equipment enable them to access the Service under optimum conditions.
The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) undertake to take all necessary measures to ensure the security of their connection to the Platform, in particular by installing an antivirus system.

The Principal must ensure that they are forwarding the correct security protocol for their Service Provider. The Customer undertakes to comply with the legal provisions relating to road haulage and the stipulations of standard transport contracts such as the standard contract for the hire of an industrial vehicle with driver for road haulage. The Supplier shall not be held liable in any way whatsoever for any harm or disputes that may arise when the Principal forwards an incorrect security protocol to a Service Provider, whether a Subscriber or not.

9/ COMMUNICATION

The Customer authorises the Supplier to mention the services covered by the Contract, and in particular the Customer's use of the Platform, in its commercial and/or advertising documentation, whatever the medium. In this context, the Customer authorises the Supplier to use their trade names, trademarks and other distinctive signs (the "Signs") solely for promotional and communication purposes, even after the Contract has expired for any reason whatsoever. The Supplier undertakes to use the Signs without infringing the Customer's rights. The Supplier acknowledges that the Contract does not entail any transfer of the intellectual property rights held by the Customer on the Signs.

10/ ADDITIONAL SERVICES

Additional services may be offered by the Supplier or one of its commercial partners during the execution of the Contract. By way of example, and at the Customer's request, the Supplier may allow the Customer to collect and then access heterogeneous data from different telematics solutions. This may involve so-called
"social" data (e.g. drivers' driving and rest times) and geolocation data (e.g. vehicle position coordinates).

The terms and conditions of execution of these additional services shall be determined by mutual agreement between the Parties and set out in agreements separate from the Contract.

11/ FINANCIAL CONDITIONS

With the exception of the Gatehouse function for Non-Subscribing Service Providers, the Supplier's Services are invoiced to the Customer in the form of an annual subscription, the amount of which depends on the type of contract and the options validated.

Payments are made exclusively by direct debit on the 25th of the month following the issue of each invoice. Invoices are issued monthly, quarterly, half-yearly or annually, and are payable either on receipt or on the due date, depending on the contract.

The Customer must therefore provide the Supplier, on the day the contract is signed, with the direct debit mandate duly completed, dated, signed and stamped by the company, as well as a bank details document corresponding to the account to be debited. The Customer also undertakes to inform the Supplier of any change in their bank, postal or electronic details by email to: compta@b2pweb.com.

On each anniversary date of the contract, the Supplier may revise the price by applying the following formula: $P_n = P_o \times (S_n/S_o)$, where:
- P_n = revised price
- P_o = original price
- S_o = latest SYNTEC index published on the date of the previous revision or original index (latest published on the date the contract is signed)
- S_n = latest SYNTEC index published on the revision date.

In the event of non-compliance by the Customer with their payment obligation, the Supplier may, after giving formal notice to the Customer by registered letter with acknowledgement of receipt:
→ Interrupt the Service if payment is not received within 7 days.
→ Terminate the contract if payment is not received within one month, in accordance with Article 11 of these General Terms and Conditions of Sale.

Early payment shall be without discount.
Late payment shall give rise to a penalty equal to five times the legal interest rate in force from the date on which the invoice is due until full payment.
In addition, each payment incident shall result in the application of a flat-rate penalty of €40 (excl. VAT) to cover collection costs.
Any dispute by the Customer concerning all or part of an invoice must be made by registered letter with acknowledgement of receipt within 30 days of the date of issue of the said invoice. If the Supplier acknowledges that the complaint is well-founded, a credit note for the corresponding amount shall be applied to the next invoice.
In all cases, complaints shall not entitle the Customer to suspend payments.

12/ DURATION OF THE CONTRACT - TERMINATION AND ITS EFFECTS

The effective date of the Contract is specified on the Contract when it is registered by the relevant department. This date shall be considered the Contract Anniversary Date.
Any Contract signed for consideration is signed for a period of one year from the Anniversary Date.
The Contract is tacitly renewed from year to year, unless terminated by either of the Parties at the latest two months before each Anniversary Date, by registered letter with acknowledgement of receipt, without having to give any reason whatsoever.

The Contract may also be terminated automatically, and without notice, in the event of a breach of the contractual obligations set out in these General Terms and Conditions, with termination taking effect on receipt of the registered letter with acknowledgement of receipt justifying the reasons for said termination. Termination of the Contract to the detriment of the Customer shall be without prejudice to any damages and interest to which the Supplier may be entitled as a result of the contractual breaches of the Customer at fault.

In the event of the Customer's receivership, this contract shall be governed by Articles L 620-1 et seq. of the French Commercial Code If it is not pursued within the framework of the proceedings or in the event of compulsory liquidation, it may be terminated automatically, all sums paid by the Customer, by way of lump sum or otherwise, being definitively acquired by the Supplier.

Finally, it may be terminated automatically by either of the Parties in the following cases:

- In the event of fraud or embezzlement on the part of the other Party to its detriment, and without prejudice to any claim for compensation,
- In the event of partial or total transfer of this contract by the Customer to a third party without the Supplier's authorisation,
- In the event of fraud damaging the Supplier's reputation,
- In the event of conduct contrary to professional practice in the road haulage sector.

13/ INTELLECTUAL PROPERTY AND USE OF DATA

The general structure of the www.eprotocole.fr website, as well as the texts, images, brands, logos, graphics, sounds and videos that make it up, are the property of the Supplier and are protected by the provisions of the French Intellectual Property Code. The intellectual property rights relating to the Services belong exclusively to the Supplier. The Contract does not entail any transfer to the Customer or to the Non-Subscribing Service Provider of the intellectual property rights held by the Supplier on the Service.

Under these General Terms and Conditions, the Supplier grants the Customer a non-transferable, limited and non-exclusive licence to use the Service for the duration of the Contract between the Parties.

The Customer (and their Users) and the Non-Subscribing Service Provider (and their Users) may not under any circumstances: (i) modify, translate or adapt the Service; (ii) decompile, reverse-engineer or disassemble the Service; (iii) (if applicable) copy any part of the Service, except to create a backup copy solely for backup purposes and which shall be identified as a backup copy; and/or (iv) forward, assign, sublicense, rent, loan or distribute the Service to any third party.

At the end of the Contract or in the event of termination, this user licence shall terminate automatically and immediately. In this case, the Customer undertakes to immediately cease all use of the Service by themselves and their Users.

Unless otherwise agreed, the Customer authorises the Supplier to mention the Services covered by the Agreement, and in particular the Customer's use of the EPROTOCOLE Service, in its commercial and/or advertising documentation, whatever the medium (paper, Internet, etc.). In this context, the Customer authorises the Supplier to use their trade names, trademarks and logos. The Supplier undertakes to cease all use of these distinctive signs within a reasonable period of time on expiry of the Contract, for whatever reason.

The Supplier undertakes to observe the strictest confidentiality with regard to any information it may collect from the Customer and the Non-Subscribing Service Provider, and in particular not to use any data collected in connection with the service offered. In return, the Customer and the Non-Subscribing Service Provider shall refrain from reproducing or distributing in any form whatsoever, other than for their own needs, all or part of the data made available by the Supplier. The Customer and the Non-Subscribing Service Provider shall not use this data, directly or indirectly, whether for payment or free of charge, and consequently may not claim any right to the use of this data other than consultation on the site and possible partial downloading.

These stipulations constitute a decisive condition of the Contract, non-compliance with which would allow the Supplier to suspend the Customer's access to its services or, at its discretion, to terminate the Contract, without prejudice to any damages and interest that the Supplier may claim.

14/ AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

The Supplier reserves the right to amend the General Conditions at any time.
The existence of a new version of these shall be indicated in advance when accessing the site. All Customers (and Users) and all Non-Subscribing Service Providers (and Users) must therefore check for the existence of any new version each time they use the Service, the date of the online version being systematically mentioned by the Supplier at the end of the General Terms and Conditions.

Any amendment shall take effect immediately as soon as it is published online and shall apply to any Customer (and User) and any Non-Subscribing Service Provider (and User) using the Service after the said amendments.
Customers (and Users) and Non-Subscribing Service Providers (and Users) who do not wish to be bound by the new version of the General Terms and Conditions must cease to use the Services from the date on which the amended General Terms and Conditions are published online.

15/ APPLICABLE LAW AND JURISDICTION CLAUSE:

These General Terms and Conditions, the Contracts governed by them and the terms and conditions of use of the Service are governed by French law, regardless of the place of use.
In the event of a dispute, and after all attempts to find an amicable solution have failed, the French courts shall have sole jurisdiction to hear the dispute.
Any dispute between the Supplier and a Customer or Non-Subscribing Service Provider shall fall within the exclusive jurisdiction of the competent Courts in the AVIGNON area, notwithstanding multiple defendants or third-party claims.

If you have any questions about these terms and conditions, please contact the Supplier: exploitation@b2pweb.com.

EPROTOCOLE APPENDIX RELATING TO THE PROTECTION OF PERSONAL DATA

1. PREAMBLE AND SCOPE OF APPLICATION

This Appendix forms an integral part of the **General Terms and Conditions of Sale and Use of the EPROTOCOLE service of B2PWeb** and the **Special Terms and Conditions** entered into between the Supplier and the Customer (hereinafter the "Contract"). This Appendix also applies to the Non-Subscribing Service Provider as part of the Gatehouse feature.

The EPROTOCOLE service is intended for professionals in the road haulage industry, and is therefore a B2B service that does not process much personal information about the individuals using it. Nevertheless, insofar as B2PWEB (hereinafter the "Supplier") collects and processes some personal information, it has published this appendix in order to define the rules applicable to the processing of this personal information through the B2PWEB Internet platform and its mobile application (hereinafter referred to as the "EPROTOCOLE Service").

2. COMPLIANCE WITH APPLICABLE REGULATIONS AND CAPACITY OF THE PARTIES

The processing of Personal Data via the Service is subject in particular to European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the "GDPR") and Act No. 78-17 of 6 January 1978 on data processing, files and liberties, as amended (known as the "Data Protection Act"), (hereinafter referred to as the "Regulations").

For the purposes of this Appendix, the following terms shall have the meaning given to them in the GDPR: "personal data", "processing", "controller", "processor", "data breach", etc.

Personal data is defined as any information relating to a natural person who can be identified, directly or indirectly, such as the last name, first names, email and postal addresses of a natural person, a transport licence, a login and password, an IP address, connection data, etc. (hereinafter referred to as "Personal Data").

In addition, for the purposes hereof, the Supplier acts as: (i) "Data Controller" in relation to the management of its Customer database; and (ii) "Processor" in relation to the management of personal data provided by Customers and Users of the EPROTOCOLE Service, whether subscribers or non-subscribers. In the latter case, the Customer acts as "data controller".

As part of their contractual relationship, the Parties undertake to process Personal Data in accordance with the provisions of the aforementioned laws and regulations. To this end, the Supplier has appointed a Data Protection Officer (hereinafter referred to as the "DPO"). The DPO ensures that the Supplier complies with Privacy Regulations. The appointment of a DPO demonstrates the Supplier's commitment to respecting the privacy and rights of Customers and other data subjects whose Personal Data is processed.

3. PROCESSING OPERATIONS, PURPOSES AND CUSTOMER INSTRUCTIONS

The Supplier is authorised, as a processor acting on the instructions of the Customer, to process the Personal Data provided by the Customer to the extent necessary for the provision of the EPROTOCOLE Service. In this respect, the Supplier carries out the following processing operations: direct and indirect collection, consultation, use, storage and any other operations necessary for the provision of its services to the Customer.

The legal basis for the collection of Personal Data is:
- Customer consent,
- Execution of the Contract,
- The Supplier's legitimate interest in ensuring the best quality of its services,
- The existence of legal and regulatory obligations.

The Supplier collects and processes Personal Data for the following purposes:
- To provide and manage the services associated with the Platform (e.g. access to the EPROTOCOLE interface via logins and passwords);
- To enable Principals and Hauliers to put security protocols online and distribute them to their Service Providers and drivers;
- To provide proof to the Principal that the transport service has been carried out in compliance with the security rules set out in the security protocol;
- To communicate with Customers and Users and improve the quality of our services, in particular to inform Customers of corporate, marketing and promotional news from the Supplier and its sister companies;
- To resolve any disputes that may arise or resolve any problems in connection with the use of our Service.

Any use of Personal Data for purposes other than those set out above shall require the express prior consent of the Customer or the persons concerned, as the case may be. The Supplier undertakes not to access or use Personal Data for purposes other than those necessary for the execution of its services or provided for in the Contract, and to act only on the Customer's written and documented instructions, as provided for in the Special Terms and Conditions. However, the Supplier

undertakes to inform the Customer if, in its opinion and on the basis of the information available to it, any of their instructions infringe the provisions of the GDPR.

4. CATEGORIES OF PERSONAL DATA PROCESSED VIA THE SERVICES

Use of the EPROTOCOLE Service involves the collection and processing of Personal Data by the Supplier in the following cases:

A) <u>Creation of an EPROTOCOLE account</u>

When you create your Professional Account on EPROTOCOLE, you must provide us with: the name of the entity that has subscribed to the service, the postal address of the registered office and of the user site if different, the email address of the administrative manager, the telephone number at which the establishment can be reached, Siret number and VAT number, as well as the list of users containing their identity and contact details. If you are a sole trader, you will need to provide us with the following personal details: title, last name, first name, telephone number, postal address and email address.

B) <u>Use of the Service</u>

When you use the Service, you must provide us with the following personal data: title, last name, first names, telephone number, email address of the driver and his/her registration number (for Service Providers) and of the person supervising the loading or unloading (for Principals).

C) <u>Contact for customer support, administrative or commercialfollow-up</u>

When you contact our customer support or other services, you must provide us with: the name of the establishment to which you belong, the postcode, your last name, first name and email address, and any financial or billing information.

D) <u>Validation of the security protocol</u>

The main purpose of the EPROTOCOLE mobile application is to enable resources to receive security protocols and validate them. For each transport operation, the EPROTOCOLE service will notify the driver that a safety protocol has been sent to him/her, who will then be able to consult and validate it using the Application. However, this feature is only available if the driver activates the geolocation function on his/her mobile phone. The EPROTOCOLE mobile application has no such feature and does not collect geolocation data. Therefore, at no time is the exact location or itinerary of a driver visible to other Users, and the driver can deactivate the geolocation option on his/her mobile phone at any time. The Supplier therefore collects and processes information relating to the validation of the security protocol by the driver (time stamping).

As part of the Gatehouse feature, Non-Subscribing Service Providers must also provide the following information: last name, first name, company, vehicle registration number and Host Company reference.

E) <u>Email campaigns aimed at certain Users</u>

The Supplier processes the following Personal Data provided by Users: last name, first name and email address.

Lastly, we may use cookies to measure our audience in order to improve our services, subject to your choices.

5. RETENTION PERIOD FOR PERSONAL DATA

The Supplier undertakes to keep Personal Data only for as long as is strictly necessary for processing for the aforementioned purposes, and in any event within the limits imposed by the applicable regulations and legislation.

In this respect, the Supplier undertakes to keep the Personal Data, for example:

- *Relating to contractualisation*: up to a maximum of 3 years from the end of the commercial relationship;

- *Relating to the management of Users' accounts*: up to a maximum of 3 years from the date of deletion;

- *Relating to connection data (logs) of Platform Users*: up to a maximum of 6 months;

- *Relating to security protocol validation data*: up to a maximum of 6 years on the Platform accessible by the Principal and the Service Provider;

- *Relating to data concerning Users of Non-Subscribing Service Providers (Gatehouse feature)*: up to 3 years from the date of collection by the Supplier or the User's last contact with the Supplier.

- *Relating to cookies*: up to 13 months.

<u>However,</u> the Supplier may retain certain Personal Data for subsequent periods in order to comply with various obligations (e.g. accounting and tax), legal limitation periods and to respond to any requests for information sent by authorised third parties (administrative authorities).

6. COOPERATION AND ASSISTANCE

The Supplier shall provide the Customer with <u>reasonable</u> assistance in the following limited cases:

- Managing the rights of data subjects,

- Notification of Personal Data breaches,
- Conducting data protection impact assessments, and
- Consultation with the competent supervisory authority.

This assistance requires a <u>detailed written request from the Customer, including a precise scope of intervention</u>. It must also relate to the processing of Personal Data carried out by the Supplier under the terms of the Contract, and will be required provided that the Customer concerned is obliged to obtain this cooperation under the Regulations.

This assistance consists of providing the Customer with the information and documentation requested by the latter, within a reasonable time frame depending on the degree of urgency involved in the request for assistance concerned.

7. CONFIDENTIALITY AND INFORMATION SHARING

The Supplier shall ensure that its employees authorised to process Personal Data under the Contract are subject to an obligation of confidentiality.

Furthermore, Personal Data shall under no circumstances be transferred or sold to third parties without the Customer's express prior consent.

Personal Data may, where appropriate, be provided to third parties involved in the provision of our services (technical and hosting service providers, management of security incidents or fraudulent activity, etc.). The Supplier undertakes only to pass on your information and Personal Data to authorised and trusted service providers, who process it on our behalf, according to our instructions and in accordance with these terms and conditions.

In addition, the Supplier uses the services of certain service providers who are likely to collect Personal Data with your consent, in particular B2PWEB's sister companies: S3PWeb.

Secondly, Personal Data may be disclosed to a third party if the Supplier is required to do so by law, regulatory reasons or court order, or if such disclosure is necessary for the purposes of an investigation, injunction or legal process, whether at home or abroad.

Similarly, the Supplier may share Personal Data with third-party companies, consultants or persons in order to: (a) enforce its contractual terms and conditions, including to ascertain any breaches thereof; and (b) protect against any harm to the Supplier's rights, property or security, in accordance with and in compliance with the law.

Finally, in the event of requests for information received from a competent authority and relating to Personal Data processed under the Contract, the Supplier undertakes to inform the Customer (unless the applicable laws or the injunction of a competent authority prohibit this), and to limit the disclosure of the data to what the authority has expressly requested.

8. SUBCONTRACTING

The Supplier may use subcontractors to carry out specific processing activities. The Supplier shall be liable to the Customer for the execution of any obligations which subsequent subcontractors fail to fulfil.

9. SECURITY OF PERSONAL DATA

a) Measures and guarantees provided by the Company

The Supplier provides a standard level of security to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorised distribution or access, as well as against any other form of unlawful processing or disclosure to unauthorised persons. To this end, the Supplier and its technical service providers have implemented appropriate measures to ensure the integrity, confidentiality and security of Personal Data.

Finally, generally speaking, and despite all the security measures implemented by the Supplier, the latter cannot guarantee that communications and other Personal Data will not be intercepted or disclosed by a third party.

a) Personal Data protection breaches

If the Supplier becomes aware of an incident likely to infringe the rights and freedoms of the persons concerned by the processing of Personal Data (unauthorised access, loss, disclosure or alteration of data), it undertakes to inform the Customer as soon as possible. The notification shall include the following information: the nature of the incident, the likely consequences of the incident, the measures taken or proposed by the Supplier in response to the incident and the name of the contact person at the Supplier.

b) Location and transfer outside the EU

The Supplier would like to inform the Customer that Personal Data is stored on servers located in the European Union. Furthermore, the Supplier undertakes not to transfer Personal Data outside the European Union without the Customer's authorisation, either in connection with the services it provides or in connection with services provided as part of a subcontracting arrangement. However, if the Supplier is required to make such transfers under applicable law, it undertakes to inform the Customer immediately, unless this is legally impossible.

10. THE CUSTOMER'S OBLIGATIONS

In order to process Personal Data in accordance with the Contract, the Customer must provide the Supplier with any relevant instructions in writing. The Customer remains solely responsible for processing the information communicated to the Supplier.

The Principal is responsible for ensuring that:

a) the processing of Personal Data in the context of the execution of services has an appropriate legal basis (obtaining, where applicable, the Customer's authorisation to use the EPROTOCOLE Service);

b) data subjects are informed about the processing of their Personal Data in a concise, transparent, intelligible and easily accessible manner, using clear and simple language, as required by the GDPR;

c) data subjects are informed and can easily exercise their rights under the GDPR at any time;

d) appropriate technical and organisational security measures have been put in place for systems, applications and operations that do not fall within the Supplier's scope of responsibility as set out in the Contract;

e) the data transmitted via the Platform is accurate and kept up to date.

The Service Provider, whether a Subscriber or not, is responsible for ensuring that:

The data concerning them that they forward via the Platform is accurate and kept up to date.

11. LIABILITY

Although the Supplier and its subcontractors have taken reasonable steps to protect personal data, no transmission or storage technology is totally infallible. Thus, the Supplier's liability towards Customers (and Users) and Non-Subscribing Service Providers (and Users) of the Platform may only be sought for foreseeable direct harm suffered by them as a result of a breach of contractual and/or legal and regulatory provisions by the Supplier, within the limits defined in Article 7.8 of the General Terms and Conditions.

12. RIGHTS OF DATA SUBJECTS

a) Your rights

Any data subject whose Personal Data is processed by the Supplier has the following rights in particular:

- Right of access (e.g. to check the data concerning you that we collect, process and store and to obtain a copy of it in order to access it);

- Right to rectification (e.g. to update or correct your data if it is incomplete or incorrect). This right gives you the opportunity, at any time, to request changes to the Personal Data in your account. On the basis of the legitimate interests of our members, you may be asked to provide supporting documents. Requests can be sent to: rgpd@b2pweb.com;

- The right to object at any time to the collection and processing of all or part of your data for commercial prospecting purposes, for example, including profiling insofar as it is linked to such prospecting. This right gives you the opportunity to change your notification preferences at any time, unless B2PWeb has legitimate or compelling reasons;

- Right to restriction (e.g. in certain cases provided for by law, and if you challenge the processing of some of your data, in particular concerning the accuracy of the data or the lawfulness of the processing, you may request that we restrict the use of your data during the management of our dispute);

- Right to portability (e.g. you have the right to recover your data or request that it be transferred to third-party service providers). This right offers you the possibility of receiving your Personal Data in a structured, commonly used and interoperable format, and forwarding it to another data controller without the Supplier objecting;

- Right to erasure (e.g. you may request the definitive deletion of data concerning you stored by the Supplier, subject to legal retention obligations);

- The right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or significantly affects you in a similar way, except where such a decision is necessary for the conclusion or execution of a contract, or is authorised by law;

- The right to define general and specific directives setting out how you wish these rights to be exercised after your death;

b) How can you exercise your rights?

You may exercise these rights at any time by sending us your requests, with proof of identity, to the addresses given in Article 13 below. If you exercise these rights, we will endeavour to respond as quickly as possible, and in any event within one month from receipt of your request.

If necessary, this period may be extended by two months, depending on the complexity and number of requests made to the Supplier. In this case, you will be informed of the extension and the reasons for the deferment.

If the Supplier does not respond to your request, it will inform you of the reasons for its inaction and you will have the right to lodge a complaint with a supervisory authority and/or to take legal action.

c) CNIL

To find out more about your rights or to make a complaint, you can contact Commission Nationale de l'Informatique et des Libertés (CNIL) (website: www.cnil.fr).

13. CONTACT US

If you have any questions about this document and, more generally, about the collection and processing of your Personal Data by the Supplier, please contact us by:

- Email at the following address: rgpd@b2pweb.com
- Contact us by post at: B2PWEB, Service RGPD EPROTOCOLE, 127 avenue Joseph Boitelet
  - 84300 CAVAILLON - France
- Telephone number: +33 (0)4.90.71.42.31.