

**DV LIVE SPECIAL TERMS AND CONDITIONS**

**V. April 2026**

**PREAMBLE**

La SOCIETE, a subsidiary of the DIGITAL VIRGO group, is a company specialized in the publishing and hosting of multimedia services, whose mission is to offer a range of innovative services and products in the fields of mobility, voice and internet services. With its experience in the field of interactivity, the COMPANY has created a technical solution to manage the interactivity of its partners' services.

As part of its activities, the PARTNER wishes its listeners/viewers to be able to access a certain number of services, such as signings, polls, competitions or voting services relating to its activities. It wishes to offer interactive services related to its activities. To this end, he has approached the COMPANY, insofar as he wishes to manage the interactivity of his programs independently or with the support of the COMPANY through the COMPANY's technical solution (DV Live Solution).

## 0. DEFINITIONS

### **API WhatsApp**

means the application programming interface integrated into the DV LIVE Solution, allowing the PARTNER to interact with Users via the WhatsApp channel.

### **Internet+ MOBILE channel:**

means the access and billing channel allowing the User to access the Services from the PARTNER's Site and to pay the price through its Operator using the Mobile INTERNET Resources.

### **Personal data:**

means personal data collected by the PARTNER in the context of the Services that it organises and manages through the DV Live Solution.

### **Interface:**

means the technical interface for accessing the DV Live Solution. From this interface, the PARTNER indicates the parameters of each Service. The interface is available in English, French and Spanish. Facebook:

means the social network Facebook, from which Users can participate in the Services offered by the PARTNER.

### **SMS Short Number:**

means the five-digit code(s) assigned to the COMPANY and connected to the mobile telephone operators by the COMPANY, allowing access to the Service and specified in the Order Form.

### **Premium rate voice number:**

means telephone number(s) of type 08 AB PQ MCDU whose communication cost is borne by the User and which is generally overcharged allowing access to the Services.

### **Non-surcharged voice number:**

means telephone number(s) of type 08AB PQ MCDU which corresponds to a toll-free number or a number at the price of a local call for the user; or a geographical or type 09 number, the cost of which is the price of a local call.

### **Operator:**

means any organisation that operates an electronic communications network (telecommunications), invoices or provides electronic communications services (telecommunications).

### **Walk-in purchase:**

means the path proposed on the PARTNER's Site allowing Users to read the pre-contractual information and validate a Service, in return for the

payment of a price, without resulting in the subscription or tacit renewal.

### **Network:**

means Communications Networks consisting of facilities or sets of facilities for the transmission, routing of communications signals and the exchange of information between network termination points

### **Resources:**

means resources in SMS Short Codes and/or Premium rate voice numbers as well as Internet+ MOBILE.

### **Service(s):**

means the one-off events offered by the PARTNER to the Users.

### **DV Live Solution:**

means the technical solution allowing the PARTNER to manage its Interactive Services and specifically to offer its Services to Users by creating them independently or accompanied in the DV Live Solution.

### **Territory:**

means the agreed territory(ies) within the Bond of Command.

### **Twitter:**

means the social network from which Users can participate in the Services offered by the PARTNER.

### **User:**

means users of the Services offered by the PARTNER.

### **WhatsApp:**

means the messaging service from which Users can interact with the PARTNER via the Service offered.

## 1. DV LIVE SOLUTION BRIEF

The DV Live Solution allows the PARTNER to technically create and manage the PARTNER's Services. A

Thus, the PARTNER may choose to create and manage the following Services as defined in Appendix 1:

- voting services;
- survey services;
- signing services;
- competition services;
- Messaging services.

These services may be accessible in particular through the following technical means:

- SMS short codes;
- Surcharged and non-surcharged voice numbers;
- Facebook;
- Twitter;
- WhatsApp
- Internet+ MOBILE Channel

The Resources used can be:

- Resources owned by the COMPANY and dedicated to the PARTNER in connection with the DV Live Solution;
- Resources belonging to the COMPANY and which are shared between the PARTNER and other partners of the COMPANY;
- of the Materials belonging to the PARTNER in connection with the DV Live Solution.

The DV Live Solution can be used:

- autonomously by the PARTNER;
- with the support of the SOCIETY.

The details of the services agreed between the PARTNER and the COMPANY are specified in the Order Form.

The DV Live Solution allows the PARTNER to plan and offer several Services concomitantly or independently, to moderate the Services, to access reports on each Service.

## 2. OBLIGATIONS OF THE COMPANY

### 2.1. General obligations

➤ In the context of the performance of the Contract, the COMPANY undertakes to:

- make the DV Live Solution available;
- make the Interface available;
- make available to the PARTNER one or more Resources so that the PARTNER's Services are accessible;
- take the necessary steps with the Operator(s) in order to activate the Resources designated within the Order Form. As such, the PARTNER expressly acknowledges that the effective commissioning of the Resources will depend solely on the time taken to carry out the connection operations by the internal services of the Operator(s);
- to develop the kinematics of the Services provided by the PARTNER, and to ensure their maintenance;
- provide the PARTNER with statistical access relating to traffic as well as an interface allowing the PARTNER to retrieve the Users' Personal Data.

➤ In addition, the COMPANY will put in place:

- the configuration connected to the Network of the Operator(s) for the PARTNER's Service(s);
- the applications for connecting to this Network;
- the technical and IT adjustments required for the operation of the Service;
- the management of applications and services (SMS, call, Facebook and Twitter feed management).

➤ Accommodation

Within the framework of this Agreement, the COMPANY undertakes to host the Services on its infrastructure or that of its partners of which the PARTNER acknowledges having been aware.

The COMPANY undertakes to guarantee the permanence of the Service for at least 95% of the time of the day calculated over 24 hours and an average server efficiency rate at a busy time of at least 85%.

In the event of inaccessibility of the Service due to minor and partial technical malfunctions, within its own responsibility or that of its subcontractors, the COMPANY will make every effort to remedy the malfunctions and make the necessary corrections, the COMPANY will inform the PARTNER by email and telephone.

The commitments made in this article are understood to be except in cases of force majeure as provided for by the Civil Code and defined by case law (riots, wars, strikes, fire, natural disasters, disruption of electricity, telephone, rail, air, land and sea links and in general) and excluding malfunctions or interruptions attributable to third parties (including in particular the Telecommunications Operator(s) and/or E.D.F.).

➤ Maintenance

The COMPANY may, after having notified the PARTNER at least forty-eight (48) hours in advance, except in cases of force majeure or exceptional cases, interrupt the operation of the Services in order to carry out maintenance, upkeep and updates.

In addition, the COMPANY may, after notifying the PARTNER and with twelve (12) hours' notice, shut down the server hosting the Services for exceptional technical reasons.

It is agreed that the PARTNER's agreement on the date and time of the intervention will be sought in all cases where the maintenance of the server would make it necessary to interrupt the Services.

The COMPANY undertakes to reconstitute the documents or files entrusted to it and which may be lost or damaged through its fault, provided that the PARTNER provides it with the data necessary for this reconstruction.

## 2.2. Obligations applicable to the autonomous management by the PARTNER of the DV Live Solution

The COMPANY undertakes to:

- Enable Interface access rights requested by the PARTNER;
- provide documentation for the use of the Interface;
- respect the cutscenes populated by the PARTNER in the Interface;
- comply with the opening and closing periods of the Services provided by the PARTNER in the Interface for access to the Services by the Users;
- send SMS or alert streams written by the PARTNER.

## 2.3. Obligations applicable to the support services provided by the COMPANY in the context of the management of the DV Live Solution

The COMPANY undertakes to:

- Enable viewing rights to the Interface for the PARTNER;
- create and manage the Services in accordance with the operational and technical specifications previously provided by the PARTNER;
- enter the information provided, such as the cinematics and opening and closing periods of the Services, text of SMS and/or alerts, by the PARTNER in the Interface;
- transmit to the PARTNER the Personal Data of the Users.

## 3. OBLIGATION OF THE PARTNER

### 3.1. General obligations

The PARTNER undertakes, as publisher of the Services, in particular to:

- in the promotional campaigns that it may be required to carry out to promote the Services, to indicate the cost of access to the Service, the price for the individual purchase within the framework of the Internet+ MOBILE Channel, for the consumer expressed in the currency in force including VAT as well as the legal notices;
- so that the COMPANY can adapt its capacity to receive SMS or calls or Facebook or

Twitter feeds, to be reported to the COMPANY during the life of the Services, all new promotional campaigns likely to generate traffic peaks greater than 25% of the traffic peaks observed in the last six (06) months;

- to promote and market the Services in accordance with the legislation and usage under its sole and exclusive responsibility. In particular, it guarantees compliance with public order, the protection of Users, the regulation of electronic communications and information and communication law and assumes full editorial responsibility for the promotion and operation of the Services and, where applicable, the content of the Services when the data appearing on the Service has been provided by the PARTNER to the COMPANY;
- to comply with the legal and/or regulatory provisions applicable to the Services and more particularly to games, signings, polls and votes;
- use the Resources belonging to the COMPANY in accordance with their intended purpose agreed between the COMPANY and the PARTNER;
- reserve the Resources when they belong to it and provide the COMPANY with all the data necessary for the connection of said Resources to its servers and to the Operators;
- to communicate to the COMPANY all the information necessary for the proper functioning of the Services that will be requested of it, and according to the deadlines and schedules that will be defined by mutual agreement;
- to take charge of Users' complaints;
- to file the regulations relating to competitions with a ministerial officer and to take charge of its application and the related costs;
- to retrieve and list the contact details of the winners on the dedicated Interface made available by the COMPANY.

### 3.2. Obligations relating to the use of the Internet+ MOBILE Channel

The PARTNER undertakes to:

- Indicate the price for the deed purchase for the consumer, expressed in the currency in force including VAT, as well as the legal notices;
- Integrate and provide access to the components provided by the COMPANY on its Site and in compliance with the technical specifications
- Ensure that the Transactional Purchasing Process has been validated with the COMPANY.

- Ensure that the Transactional Purchasing Journey complies with the legal provisions in force
- Fill in all useful information for each Service it offers, and in particular:
  - the type of Service;
  - the Service Purchase Journey;
  - the means of access to the Service;
  - The Periods Opening and closure of the Service;
    - the texts and contents of the Services.

### 3.3. Obligations relating to the organisation of competitions through the DV Live Solution

The organization of a lottery requiring a financial participation from the player, in particular through the use of premium rate numbers, is strictly regulated by Article L322-2-1 of the Internal Security Code.

The organisation of competitions on premium rate numbers is permitted by exception for lotteries organised by a media outlet as part of one of its programmes or publications (L. 322-7 of the Internal Security Code).

Consequently, any request from the PARTNER for the organisation of competitions on the DV LIVE tool must correspond to this above-mentioned exception.

### 3.4. Obligations applicable to the autonomous management by the PARTNER of the DV Live Solution

The PARTNER undertakes to:

- use the Interface in accordance with the technical specifications and technical documentation provided by the COMPANY;
- provide all useful information for each Service it offers, and in particular:
  - o the type of Service;
  - o the Service kinematics;
  - o the means of access to the Service;
  - o The Periods Opening and closure of the Service;
  - o the texts and contents of the Services.

### 3.5. Obligations applicable to the support services provided by the COMPANY in the context of the management of the DV Live Solution

The PARTNER undertakes to:

- consult the Interface in accordance with the technical specifications and technical documentation provided by the COMPANY;
- provide the COMPANY with all useful information for each Service it offers, and in particular:
  - o the type of Service;
  - o the Service kinematics;
  - o the means of access to the Service;
  - o The Periods Opening and closure of the Service;
  - o the texts and contents of the Services.
- validate the cinematics, the opening and closing periods of the Services, the texts and content of the Services when they are offered by the COMPANY, within five (5) working days of their presentation. Silence on the part of the PARTNER shall constitute acceptance of the COMPANY's proposals.

## 4. PERSONAL DATA

### 4.1. Protection of personal data

The PARTNER and the COMPANY recognise the importance of strict compliance with the regulations in force concerning the protection of personal data and more specifically, in the context of the application of European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation or GDPR).

The PARTNER and the COMPANY are free to determine the purposes and means of the processing it carries out on its own behalf.

The PARTNER and the COMPANY are responsible for all legal and regulatory obligations incumbent on them with regard to the protection of personal data for the processing they carry out on their behalf.

The PARTNER cannot be held liable for the breach of the obligations to which the COMPANY was bound on a personal basis.

The COMPANY cannot be held liable for the failure to comply with the obligations to which the PARTNER was personally bound.

As such, the PARTNER and the COMPANY will be personally responsible for any sanctions or financial consequences that they may bear due to their lack of compliance with data protection regulations for the processing they carry out on their own behalf.

### 4.2. Subcontracting

As part of the missions entrusted to it by this contract, the COMPANY recognises the importance of complying with the specific obligations applicable to the data controllers' subcontractors.

Indeed, the COMPANY is required to process personal data on behalf of and on the instructions of

the PARTNER. The protection and the conditions under which personal data are processed are a major issue for the PARTNER and the COMPANY.

THE PARTNER, as the data controller implemented within the framework of this contract, guarantees the COMPANY to have implemented the legal prerequisites necessary for this contract and allowing the communication of data in compliance with the applicable data protection regulations, in particular the formalities, the information of individuals and, where applicable, the collection of consent.

As such, the PARTNER is personally responsible for any sanctions or financial consequences that it may bear due to its lack of compliance with data protection regulations for the processing carried out within the framework of this contract.

The purpose of Appendix 2 "Protection of personal data" is to specify the obligations of the COMPANY with regard to the processing of personal data that it may implement hereunder.

In order to ensure a high level of protection of personal data as well as processing in accordance with the purpose of the agreement and the regulations relating to data protection, the COMPANY undertakes to process the personal data relating to the PARTNER in accordance with its written instructions and the provisions set out in Appendix 2 "Protection of personal data", which the COMPANY expressly declares to be able to respect.

## ANNEX 1 FUNCTIONAL SPECIFICATIONS OF EACH SERVICE

### Contest service

- 1- Description of the Service

#### Format:

- Open-ended questions
- Closed-ended questions
- Contact Information Request

#### Type:

- Instant Winner
- Winning Rank
- Random draw (instant or scheduled)

#### Period:

- Start date
- End date

#### Setting up questions:

- Choosing the number of questions
- Setting up the dates for sending questions
- Ordered and/or random questions

- 2- Reports

- Extraction of entries (aliases, data transmitted by Users, contact details)
- Email or SMS alert
- Export of reports in CSV format
- Report on the Contest Service

- 3- Winner Selection Counter

- Setting up a single meter on
- One or more game cutscenes
- Instant meter updates
- Random draw on the segment of participants defined by the Client (e.g. draw on the pool of participants or participations)

### Voting service

- 1- Description of the Service

#### Type:

- Simple Voting
- LiveVoting

#### Multiple cutscenes possible

- 2- Reports

- Accurate, real-time and scalable statistics
- Email or SMS alert
- Voting Service Update

- 3- Option

- The ability to add a random draw to the Voting Service

#### Signing service

- 1- Description of the Service

- The display of messages on the Interface, grouping all the flows (SMS, calls, social networks)
- Flexible message display
- The ability to moderate messages from the Interface
- Connection to the computer systems of the advertising agencies in order to broadcast messages during television broadcasts.

- 2- Reports

- Export of reports in excel format
- Email or SMS alert
- Report on The Services of dedication

- 3- Option

- The ability to add a draw on
- The Dedication Service

### Survey Service

- 1- Description of the Survey Service

- Simple poll and live poll
- Multiple cutscenes possible

- 2- Report

- Export of reports in excel format
- Email or SMS alert
- Report on The Services of dedication

- 3- Option

- The ability to add a sweepstakes to the Survey Service

### Messaging Service

In the context of the use of the WhatsApp API for the Messaging Service, the PARTNER declares that it has read and undertakes to comply with all the WhatsApp terms of use, accessible at the following address:

<https://www.whatsapp.com/legal/business-terms>

- 1- Description of the Messaging Service

- The availability of the WhatsApp API allowing the sending and receiving of text messages in real time
- Support for multimedia content via WhatsApp API (images, videos, documents, voice messages)
- Managing individual or group conversations from a third-party system
- The ability to configure webhooks to receive real-time notifications (message reception, delivery status, etc.)
- Authenticating users via a unique identifier associated with their phone number

## 2- Report

- Track messages sent and received via WhatsApp API with pass/fail indicators
- Report on deliverability rate and message statuses (sent, delivered, read)
- Automatic alert in case of non-response or repeated technical errors.

## 3- Option

- - The ability to integrate a chatbot to automate responses to incoming messages- The addition of automatic message translation functionality through third-party services connected to the WhatsApp API.

## ANNEX 2 PROTECTION OF PERSONAL DATA

### 1. General framework

The purpose of these clauses is to define the conditions under which the COMPANY undertakes to carry out the personal data processing operations defined below on behalf of the PARTNER.

The PARTNER and the COMPANY acknowledge that the PARTNER is the Data Controller and that THE COMPANY is the Data Processor.

The Data Controller authorises the Processor to process personal data on its behalf under the conditions and for the purposes defined in the contract.

Therefore, the Processor undertakes to carry out the processing of the personal data provided by the Controller in accordance with its documented instructions and the rules established in this contract.

### 2. Treatment Details

#### 2.1. DPO or GDPR referent

For the Data Controller: refer to the Order Form

For the Subcontractor: Agnès Filafferro, e-mail: service-rgpd@digitalvirgo.com

#### 2.2. Who is concerned

The processing concerns the following persons:

- Users of the services offered by the Partner
- DV Live Tool Users

#### 2.3. Personal data processed

##### 2.3.1. Vote

The following categories of data are processed: telephone or e-mail address, transaction data, messages.

##### 2.3.2. Survey

The following categories of data are processed: Contact details, telephone or e-mail address, transaction data, messages.

##### 2.3.3. Dedication

The following categories of data are processed: telephone or e-mail data, transaction data, messages,

##### 2.3.4. Competitions

The following categories of data are processed: marital status, postal, telephone or e-mail address, transaction data, messages, IP address.

##### 2.3.5. Messaging

The following categories of data are processed: Telephone details, messages, videos, photos and/or attachments

##### 2.3.6. Customer relationship management

The following categories of data are processed: Civil status, Postal, telephone or email details, identity card, transaction data, messages, bank details, operator bill.

##### 2.3.7. Direct Marketing Campaigns

The following categories of data are processed: Title, first name, last name, telephone number, transaction data.

#### 2.4. Purposes of the processing

##### 2.4.1. Vote

The processing is carried out for the following purposes:

[digitalvirgo.com](https://www.digitalvirgo.com)

- Management of voting operations
- Voting Statistics
- Participation reports
- Management of Users' rights (access, modification, deletion, portability, limitation, opposition)

#### 2.4.2. Survey

The processing is carried out for the following purposes:

- Management of survey operations
- Survey Statistics
- Participation reports
- Management of Users' rights (access, modification, deletion, portability, limitation, opposition)

#### 2.4.3. Dedication

The processing is carried out for the following purposes:

- Management of signing operations
- Dedication Statistics
- Participation reports
- Management of Users' rights (access, modification, deletion, portability, limitation, opposition)

#### 2.4.4. Competitions

The processing is carried out for the following purposes:

- Management of Contest Operations by
- Gaming Statistics
- Participation reports
- Sweepstakes
- Management of Users' rights (access, modification, deletion, portability, limitation, opposition)

#### 2.4.5. Messaging

The processing is carried out for the following purposes:

- Management of Messaging Operations
- Message statistics
- Participation reports
- Management of Users' rights (access, modification, deletion, portability, limitation, opposition)

#### 2.4.6. Customer relationship management

The processing is carried out for the following purposes:

- Customer Request Management
- Customer reimbursement management

- Statistics on The Applications and refunds

#### 2.4.7. Direct Marketing Campaigns

The processing is carried out for the following purposes:

- Management of Direct Marketing campaigns sent by SMS to customers who have participated in an operation proposed by the Partner (such as a competition, survey), competition operation, surveys managed by the DV Live tool
- Customer segmentation for targeting
- Customer blacklisting management
- Follow-up of campaigns already received
- Campaign Statistics

#### 2.5. Data retention period

##### 2.5.1. Vote

The data is thus kept for five (5) years.

##### 2.5.2. Survey

The data is thus kept for five (5) years.

##### 2.5.3. Dedication

The data is thus kept for five (5) years.

##### 2.5.4. Competitions

The data is thus kept for five (5) years.

For the Contest Service via the Internet+ MOBILE Channel, the data is kept for five (5) years for completed Transactional Purchase Processes and one (1) year for unsuccessful Transactional Purchase Processes.

##### 2.5.5. Messaging

Data is retained for a period of one (1) days on active hold, followed by a period of six (6) days of archiving.

#### 2.6. Cross-border flows

In the event that a User requests the application of his or her rights in terms of personal data, makes a request for reimbursement or any other request, the management of his or her request is handled by SEDECO, a subsidiary of the Digital Virgo Group registered in Mauritius.

For the messaging service, Meta data (WhatsApp) is stored in the United States, this transfer outside the EU is governed by standard contractual clauses.

The data is processed and stored by the COMPANY in Europe. Only access to an interface is made available to authorised persons within SEDECO.

### 3. Warranties

Within the framework of their contractual relations, the PARTNER and the COMPANY undertake to comply with the regulations in force applicable to the processing of personal data and in particular Regulation (EU) 2016/679 of 27 April 2016, applicable as of 25 May 2018 (GDPR).

The Controller guarantees to the Processor that it is entitled to transfer the personal data to the Processor in compliance with the applicable regulations for the protection of personal data, including, if applicable, compliance with any prior formalities or the rights of the data subjects.

The Data Controller guarantees the Data Processor compliance with the data protection regulations by itself and any person acting under its authority.

The Processor and any person acting under the authority of the Controller or the Processor who has access to the personal data pursuant to this contract, may only process personal data on the documented instructions of the Controller.

### 4. Obligations of the Data Controller

The Controller is solely responsible for the accuracy and adequacy of its documented instructions as well as for the validation of the security measures applicable to the protection of personal data as described in this contract. The Data Controller is responsible for complying with the obligations set out in the regulations in force, including the keeping of a register.

In addition, the Data Processor undertakes to provide the Data Processor with clear instructions regarding the performance of the data services.

### 5. Obligations of the Processor

Pursuant to this contract, the Subprocessor:

- process personal data only on the documented instructions of the Controller, including with regard to transfers of personal data to a third country or to an international organisation, unless it is required to do so under Union or French law, in which case the Processor informs the Controller of this legal obligation prior to the processing, unless the relevant law prohibits such information for important reasons of public interest;
- ensures that persons authorized to

process the personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;

- take into account the nature of the processing, assist the Data Controller, through appropriate technical and organisational measures and to the extent possible, in fulfilling its obligation to respond to requests made by data subjects in order to exercise their rights;
- assists the Controller in ensuring compliance with the obligations under the GDPR relating to the security of personal data, taking into account the nature of the processing and the information available to the processor
- make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Article and to enable audits, including inspections, to be carried out by the Controller or another auditor appointed by the Controller, and to contribute to such audits, under the conditions set out below.

### 6. Subcontracting

The Data Controller authorises the Processor to use other subcontractors.

In this context, the processor is authorised to use the SEDECO entity (hereinafter, the "sub-processor") to carry out the following processing activities:

- management of users' rights
- management of the data controller's customer service in the event that this service has been subscribed to within the framework of the contract.

In the context of the messaging service, the processor is authorized to use the META entity.

The Initial Processor informs the Controller of any planned changes regarding the addition or replacement of other Processors, thereby giving the Controller the opportunity to object to such changes. The Processor undertakes to pass on its obligations under this contract to the other Processors by contract, in particular with regard to providing sufficient guarantees as to the implementation of appropriate technical and organisational measures in such a way that the processing meets the requirements of the GDPR.

Where that other processor fails to comply with its data protection obligations, the original processor shall remain fully liable to the Controller for the performance by the other processor of its obligations.

## 7. Technical and organisational measures for the security of processing

Taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks, the degree of probability and severity of which varies, for the rights and freedoms of natural persons, the Processor shall take all the technical and organisational measures required to ensure a level of security appropriate to the risk, including, but not limited to, as required:

- pseudonymisation and encryption of personal data where possible and necessary;
- the means to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the means to restore the availability of and access to personal data in an appropriate time frame in the event of a physical or technical incident;
- a procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing. As part of this assessment, the COMPANY takes into account the risks presented by the processing resulting in particular from the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed, in an accidental or unlawful manner.

The Processor notifies the Controller of any personal data breach as soon as possible after becoming aware of it.

## 8. Cross-border flows

In the event of transfers of personal data to a third country, the Processor undertakes to inform the Controller.

It also undertakes to cooperate with the Data Controller to put in place the appropriate procedures to comply with the regulations for the protection of personal data.

If necessary, the Processor will sign the necessary contracts and clauses to regulate the transfer of data. To do this, the PARTNER and the COMPANY undertake to use the Standard Contractual Clauses of the European Commission and/or the CNIL.

## 9. Registry

The Processor undertakes to keep a record of all categories of processing activities carried out on behalf of the Controller, including:

- the name and contact details of the processor(s) and each controller on whose behalf the processor is acting and, where applicable, the names and contact details of the controller's or processor's representative and the data protection officer;
- the categories of processing carried out on behalf of each controller;
- where applicable, transfers of personal data to a third country or to an international organisation, including the identification of that third country or international organisation and, if necessary, documentation of the existence of appropriate safeguards;
- to the extent possible, a general description of the technical and organisational security measures put in place.

## 10. Audit

Under the conditions set out in Article 28.3 of the GDPR, the Data Controller may conduct audits including inspections. These audits must comply with the following conditions.

### 10.1. Conditions

The Data Controller may carry out a maximum of one audit per period of twelve (12) months. This audit must not exceed two working days.

The Controller undertakes to give thirty (30) days' reasonable notice to notify the Processor of the implementation of an audit, unless the regulations for the protection of personal data require a shorter period. The PARTNER and the COMPANY undertake to provide in advance the framework of the audit and its program, the audit must exclusively verify the Subcontractor's compliance with this contract.

If an independent auditor is appointed by the Controller, such auditor must not be a competitor or former employee of the Processor and must act under a confidentiality agreement validated by the Processor.

The audit must not disrupt the provision of services and more generally the activity of the Subcontractor.

### 10.2. Information provided by the Processor

In the context of an audit, the Processor will make available to the Controller all the information necessary to demonstrate its compliance with the obligations provided for in this contract.

The Controller shall not have the right to see or have access to any systems, applications, data, records, records or information in connection with any other customer of the Processor or with the Processor's own activities.

### 10.3. Financial conditions

The Data Controller undertakes to carry out audits and inspections under Article 28.3 of the GDPR at its own expense.

### 10.4. End of the audit

The Controller shall provide the Sub-Processor with the

processing a copy of the audit report.

If the audit report recommends the modification or improvement of the audited procedures and services, the implementation of these recommendations must be examined jointly by the PARTNER and the COMPANY and, if necessary, will be the subject of an amendment to this contract.

### 10.5. Audit by a supervisory authority

In the event of an audit or request for information by a supervisory authority from the Processor concerning the processing operations carried out on behalf of the Controller, the Processor undertakes to inform the Controller as soon as possible and to comply as far as possible with the requests of the supervisory authority at the Controller's expense.

## 11. Fate of personal data

In accordance with the article retention period, the data is kept for five (5) years. At the end of this period, all personal data is deleted.

Upon completion of the provision of services relating to the processing and at the Controller's choice, the Processor deletes all personal data or returns them to the Controller, and destroys existing copies, unless Union or French law requires the retention of the personal data.

The Controller shall notify the Processor of its choice at least sixty (60) days prior to the end of the contract or, in the event of early termination of the contract, within five (5) days of the notice of the

termination regardless of the party that caused the Early Termination.

If the Controller does not notify its choice, the Processor will delete all personal data of the Controller within ninety (90) days of the end of the contract.

The deletion obligation does not apply to personal data processed by the Processor on its own behalf in relation to this contract, including contact information, invoicing and more generally any personal data that must be retained to demonstrate its compliance with this contract by the Processor.

## 12. Liability

In the event of an action for compensation against the Data Controller or a person concerned by the processing operations carried out on behalf of the Data Controller, for any reason whatsoever and within the limits permitted by applicable law, the PARTNER and the COMPANY accept that the Processor may only be held liable in the event of proven fault. In all other cases, the Data Controller undertakes to indemnify the Processor for the sums that must have been incurred by the Processor, in particular to exercise its right of defence.