



## Article 1: Object

These terms and conditions determine the rights and obligations of the parties under the database delivery contract provided by BNZSA.

## Article 2: BNZSA obligations

BNZSA commits to make every effort to fulfil the obligations and respect the deadlines given in the attached contract. However, BNZSA cannot be held responsible for late delivery resulting from no fault on their own.

## Article 3: Client Obligations

The Client commits to provide all the necessary elements that BNZSA needs and that have been applied to finalise the contract. "Elements" refer to all documents, answers and indications necessary for the good execution of the contract.

## Article 4: Payment conditions

The Client agrees to the payment of the price under the conditions determined by the contract concluded with BNZSA.

## Article 5: Price

The Client agrees to pay the price previously provided in the terms of the contract.

## Article 6: Contractual Liability

The CLIENT bears full responsibility for the use made of the data provided by BNZSA, this use must be in accordance with the legal provisions in force and the GDPR regulation (regulation 2016/679).

The Client guarantees that the elements that he transmits to BNZSA comply with the applicable laws and regulations as well as the rights of third parties. BNZSA will under no circumstances will be required to perform any such verification of the documents provided.

The CLIENT has a non-exclusive, non-transferable and personal right to use the files and data transmitted to him by BNZSA for the duration and for the purposes referred to in the Contract. The CLIENT therefore expressly commits to use the files and information provided by BNZSA only for the specific needs of its activity. Any use for purposes not stipulated in the signed Contract, even partial and in any way whatsoever, is prohibited, except with written and express authorisation.

BNZSA commits to provide its services, under the conditions determined in the contract and within the framework of an obligation of means, according to the state of the art or the standards of the profession, and this within the deadlines and as closely as possible to the client's expectations. If the client wishes to engage BNZSA's Liability, the Client must provide proof of the non-respect of the obligation.

## Article 7: Contract Termination

This Agreement may be terminated ipso jure and without judicial formalities by one of the parties, if the other party to the contract commits a material breach of its obligations under this Agreement,

after notice served by registered letter with acknowledgment within fifteen (15) working days from the date of notification.

## Article 8: Intellectual property

BNZSA is the owner of the intellectual property rights relating to the elements provided to the Client within the framework of the Contract. These elements are provided to the Client only for the duration of the Contract and for the performance of the Contract's and for the purposes stipulated in the agreed contract.

The Client therefore commits to respect the intellectual property rights of BNZSA. In this sense, any use, or modification of documents provided by BNZSA to the Client must be subject to the prior approval of BNZSA. By documents it is understood here any document provided in context for the fulfilment of the contract.

In addition, databases created, enriched and provided by BNZSA are protected by the Intellectual Property Code. According to Article L. 341-1 of the French Intellectual Property Code, the producer of a database "benefits from a protection of the content of the database when the constitution, verification or presentation of the database attests to 'substantial financial, material or human investment', per producer means 'any person taking the initiative and the risk of corresponding investments'.

## Article 9: Data Protection

BNZSA undertakes under the data protection regulation, the regulation n ° 2016/679, to treat the data stipulated in the attached contract in compliance with this regulation.

### Therefore, BNZSA will:

- Collect and process personal data only in accordance with the express instructions of the Client and the purposes related to the subject of the contract;
- Preserve the security, integrity and confidentiality of the personal data processed as soon as it proceeds to their collection and / or registration as part of the performance of the contract;
- Not communicate the personal data to any third party, except if this transmission is strictly necessary and the third parties in question are expressly indicated in an appendix to the contract and made known to all parties to the contract;
- Set up any data security system that would be required. And alert the customer without delay in case of violation, loss or unauthorised disclosure of personal data collected under the attached contract.

The Client agrees to use the data provided by BNZSA only within the strict framework provided in the contract. The latter cannot in any circumstances send this data to third parties without the prior consent of BNZSA and it can make use of this data only in the strict framework provided for in the contract and that within the framework of authorisations given by the person's physical data whose personal data has been collected.

## Article 10: Force Majeure

BNZSA cannot be held responsible for the non-performance of its contractual obligation provided for in the attached contract, if this non-performance is due to unforeseeable events, irresistible and constituting Force Majeure. BNZSA will notify the Client of the occurrence of such an event as soon as possible.

**Article 11: Nullity and contract modification**

If one of the clauses of the contract is cancelled, this will not entail in any case the nullity of the other clauses of the contract. These will remain in effect.

Only if this nullity causes a major change within the agreement, then the contract can be considered as obsolete. The economic balance of the contract must not be destabilised by the nullity of this clause.

Any contractual modification is valid only after a written and signed agreement between the parties to the contract. No modification can be made unilaterally, under penalty of nullity of all modified clauses.

**Article 12: Applicable Law**

This contract and the general terms and conditions are subject to French law. The parties agree that any disputes concerning the execution of the attached contract shall be settled under the aegis of French law and submitted to the District Court of Bordeaux (33) if no amicable agreement is reached.

**Article 13: Non-competition clause**

Each party agrees not to release the other party's personnel for the duration of the agreement for 1 (one) year after the end of this agreement. The parties also undertake not to appeal to BNZSA employees for any reason whatsoever, outside the scope of the contractual agreements.

In addition, the client commits not to develop a competing database to BNZSA having used the data provided by BNZSA.

**Article 14: General Statement**

These general conditions are applicable to the Contract concluded between BNZSA and the Customer. The client declares having first read these general conditions and accepts them in their entirety therefore waiving any contradictory documents, including his own terms and conditions, which will be binding on BNZSA.