

This document ("**Terms and Conditions of Sale**" or "**T&Cs**") defines the terms and conditions that govern the conditions under which the Company carries out the services, regardless of their nature, entrusted to it under the Agreement.

"**Company**" refers to the company **Dalkia SA**, a public limited company with capital of EUR 220,047,504, registered on the Trade and Companies Register of Lille Métropole under number 456 500 537, located at 37 avenue du Maréchal de Lattre de Tassigny in SAINT-ANDRE-LEZ-LILLE (59350), France, which has elected the address of the establishment of the Company mentioned in the Special Terms and Conditions for the service of documents (hereinafter the "**Establishment**").

"**Affiliate**" refers to any legal entity directly or indirectly (i) controlled by the Company, (ii) controlling the Company or (iii) controlled by any legal entity which has control over the Company; "control" as defined in the Article L.233-3 of the French Commercial Code.

"**Client**" refers to any person to whom the Company is contractually obliged to carry out the Services in consideration for the Price set out in the Financial Terms and Conditions of the Agreement.

"**Party(ies)**" refers to the Company and/or the Client, either individually or collectively.

### Scope of the Agreement

"**Agreement**" refers to the agreement made between the Parties through the Special Terms and Conditions, including these T&Cs.

"**Special Terms and Conditions**" or "**ST&Cs**" refers to any agreement regardless of its nature, negotiated and entered into between the Parties represented by the persons duly authorised for the purposes thereof, for the provision of the Services. The Parties are free to negotiate the ST&Cs, including by agreeing on conditions that may amend these T&Cs.

"**Services**" refers to the services entrusted by the Client to the Company under the Agreement.

"**Installations**" refers to the installations and/or equipment, whatever they may be, with which the Company is required to perform the Services, or which it is required to build, as described in the ST&Cs.

The terms and expressions starting with an upper-case letter must be interpreted in the Agreement in accordance with the meaning outlined in the T&Cs, or failing that, in the ST&Cs.

The Agreement reflects all the commitments made by the Parties. In any case, it cancels and replaces all written and verbal agreements made prior to its signature, as well as all propositions or offers to enter into an agreement from any one of the Parties that were not formally adopted under the ST&Cs or which may contradict the T&Cs and/or ST&Cs.

Nothing, other than what has been expressly agreed in the Agreement may be binding on the Parties. The fact that one of the Parties does not avail itself of any of the rights arising from this Agreement shall not be interpreted, regardless of the duration and extent of this tolerance, as a waiver of its right to subsequently enforce, at any time and without notice, each of the provisions and conditions of the Agreement.

By entering into the Agreement with the Company, the Client acknowledges that it is aware of the corporate social responsibility commitments of the Company from the Dalkia Ethics Charter and the Code of Conduct Ethics & Compliance (published on the website [www.dalkia.fr](http://www.dalkia.fr)) and undertakes to comply with them in particular by complying with the laws and regulations regarding to corruption, international sanctions, money laundering and financing of terrorism. Failing which, this breach shall be a serious breach and the Agreement may be terminated by the Company without compensation for the Client.

### Purpose of the Agreement

The **Services**, levels of commitments and the guarantees taken out by the Company under the Agreement are described in the ST&Cs.

For the term of the Agreement, the Company shall have exclusivity over the Services entrusted to it by the Client. Consequently, the Client shall refrain from carrying out the Services itself, or from having them carried out by a third-party company.

The Company shall perform the Services with full independence. As such, for the performance of the Services, it undertakes to allocate human resources, whose number and qualifications enable the Company to carry out the Services correctly.

**Effective date/Term.** The Agreement shall come into force on the date that the ST&Cs are signed by the Parties and shall take effect from that date, for a term set out in the ST&Cs (hereinafter "**Initial Term**").

**Renewal.** At the end of the Initial Term, unless one of the Parties terminates the Agreement by registered letter with confirmation of receipt, six months before

its expiry, the Agreement shall be automatically renewed for a term of one (1) year, unless stipulated otherwise in the ST&Cs.

The Agreement shall then be renewed at the end of each term.

### Financial Terms

**Price/Revision of the Price.** The Price of the Services and the means for revising them are set out in the ST&Cs.

If any of the revision indices set out in the ST&Cs can no longer be applied, for any reason whatsoever, it shall be automatically substituted by the replacement index published for this purpose.

Failing this, the Company may apply one or more indices, that are the most relevant to the products and services to which the missing index related. This shall appear on the first invoice issued after the disappearance of the initial index. Unless the Client expresses its disagreement with the new index before the due date of the invoice, the new index shall be retained ipso jure. Should the Client disagree with this new index, it shall be applied until the disagreement is resolved. The Parties shall have a period of two (2) months from the date of issue of the invoice to agree on a new index. Should both Parties fail to agree, the new index shall be determined within two months at the latest by an expert appointed by mutual agreement within fifteen (15) days, or appointed at the request of the most diligent Party by the competent legal authority.

Furthermore, in the event that new legal, regulatory or pricing provisions different to those in force on the date of signature of the Agreement, relating in particular to the transport and storage of gas, or in general terms, the supply of fuel, that are likely to have a direct or indirect impact on the price of the fuel purchased and used by the Company for the execution of the Agreement, come into force during the execution of said Agreement, the Company shall inform the Client of the consequences of the changes and shall apply them to the Agreement.

**Taxes, fees, royalties or contributions of any kind.** Any taxes, fees, royalties or contributions, other than the corporate tax due by the Company and the tax on corporate value added, related to the Installations and the Services, shall be borne exclusively by the Client.

Prices are notably subject to value added tax (VAT) at the rate in effect on the date of invoicing, unless otherwise stipulated by law.

Notwithstanding any provision to the contrary in the Agreement, any modification or change to the rate or amount, including a limitation rule, cancellation or creation of a tax, fee, royalty or contribution of any kind or price as well as any change in the interpretation of the administrative and/or judicial jurisdictions and regarding tax and accounting matters any new and/or corrective and/or confirmatory interpretation by the competent authorities directly or indirectly affecting the prices, shall be immediately passed on to be invoiced, either upwards or downwards, including the full indemnification of the Company by the Client in the event of tax reassessment ("**redressement fiscal**") by the competent authorities for these reasons.

**Invoicing and payment terms.** Invoices addressed to the Client are payable net and without discount, within thirty (30) days of the date of the invoice, unless stipulated otherwise in the ST&Cs. The frequency of issue is set out in the ST&Cs, failing which, the relative provisions of common law shall be applied. Unless

stipulated otherwise in the ST&Cs, invoices shall be paid by automatic bank transfer. Payment shall be deemed to have been completed when the bank account of the Company has been credited with the full amount invoiced.

**Failure to pay.** Any delay by the Client in paying the invoice shall automatically result, from the day after the due date displayed on the invoice, in the application of default interest, the rate of which shall be equal to the interest rate applied by the European Central Bank at its most recent refinancing operation, plus ten (10) percentage points, and may not, under any circumstances, be less than three (3) times the legal interest rate. Furthermore, in accordance with the provisions of Articles L. 441-10 and D. 441-5 of the French Commercial Code, the Client shall be liable to pay the Company a fixed rate recovery fee of forty (40) Euros. When the recovery costs incurred are higher than this fixed rate recovery fee, the Company may request additional compensation, provided that justification is given for this.

Without prejudice to the foregoing, the Company, in the event of a delay by the Client in paying the invoices, may serve formal notice on the latter, by registered letter with confirmation of receipt, demanding that they act within fifteen (15) days at the latest following receipt of this letter.

Failure to pay by the end of this deadline, any compensation by the Client being formally excluded, and independent of the late payment fees set out above, may result in the Company immediately suspending the provision of the Services, this suspension being at the sole risk of the Client until full payment has been made for both the principal and the interest of the sums due on this date.

The implementation of the provisions relating to the Client failing to pay shall temporarily release the Company from the entirety of the obligations incumbent on it, without releasing the Client from its own obligations.

Regardless of the foregoing, in the event of a failure to pay within a period of thirty (30) days following the aforementioned formal notice, the Company may unilaterally terminate the Agreement ipso jure following the sending of a second registered letter with confirmation of receipt, without prejudice to the recovery of all sums due by the Client, which shall become immediately payable due to this termination without any other formality being required, subject to the right to compensation for early termination and the recovery compensation.

### Terms and conditions of performance

**Access to the Installations.** The Client shall guarantee the Company, its staff as well as any possible suppliers and subcontractors, free and secured access to the Installations to carry out the Services. It shall provide at least two copies, unless stipulated otherwise in the ST&Cs due to a particular regulation of the site (industrial constraint, defence secret, etc.), of keys, remote controls, badges to enter buildings or access the Installations and anything that may be required to guarantee access to the building and/or Installations (e.g. ladder locks).

Any hindrance of any kind to the access to the site and/or Installations shall result in the suspension of the Services by the Company, which shall come into force as soon as the hindrance becomes apparent and the Client shall be notified thereof at this time. The suspension of the Services shall only be lifted once the hindrance has stopped, in particular after the Client has taken all measures to effectively remove this

hindrance, and the Client has informed the Company thereof by any written means.

**Provision.** Unless specified otherwise in the ST&Cs, the Client undertakes to provide the Company, for the entire term of the Agreement, free of charge, with all the resources and premises required to carry out the Services, other than those for which the Company is liable under the Agreement.

If applicable, in order to enable to Company to maintain its commitments towards the Client, the latter authorises the Company and its Affiliates to collect data from the Client's consumption sites via energy distribution network managers or energy suppliers with which the Client may have had contract. As such, the Company or its Affiliates shall submit the required authorisations for signature by the Client.

**Compliance.** The Company undertakes to carry out the Services in compliance with the legislations and regulations in force, and with the provisions of the Agreement.

The Client undertakes to ensure that, as of the date of signature of the Agreement and for the entire term of the Agreement, the Installations and their access, as well as the resources and premises provided comply with the legislation and regulations in forces and their maintenance and operational status enable the proper provision of the Services. Failing this, the Company shall have right not to start or to suspend, at any time, the performance of its obligations, until the Client is in a position to prove its compliance to the Company in writing. The Services carried out, if applicable, during the time that the Installations and premises are brought into compliance shall only consist of obligations of means.

**Legislative/regulatory/administrative changes.** In the event of changes to the legislations, standards, regulations or new positions of the administration during the term of the Agreement, or in the event of a change to the Scope of Activity of the Client, which results in the Installations becoming non-compliant or unable to meet the requirements of the legislation, regulations and/or administration, the Client shall have sole administrative, civil, criminal, technical and financial liability for bringing the Installations into compliance or up to code. In the event of changes to the legislation, standards, regulations or new administrative positions relating to the performance of the Services during the term of the Agreement, the adjustment procedure set out in the Agreement shall be applied.

**Work to bring the Installations into compliance.** In the event that work is required, and until the Installations are brought into compliances, all consequences arising from this situation shall be borne exclusively by the Client. The latter shall therefore hold the Company harmless against any consequence that it may incur as a result of this situation.

**Control, monitoring and inspection.** The Client retains responsibility and financial, technical and administrative liability for any legislative or regulatory control, monitoring or inspection obligation of the Installations, in particular with regard to the safety of the Installations, to pressure equipments, to energy performance, and to environmental protection, etc., except those for which the Company is expressly liable under the Agreement or legislation or regulations.

In the event that the Installations are covered by the regulations relating to installations rated for environmental protection, the Client is the sole operator in this respect and the sole contact person for the relevant authorities.

**Prevention of Health/Safety/Hygiene risks.** The Parties shall cooperate to enable them to comply with their health and safety obligations, in particular to enable the Client to implement the resources and procedures to ensure the safety of goods and persons on its premises and for the Company to comply, as an employer, with its health and safety obligations towards its employees under Articles L.4111-1 et seq. of the French Labour Code.

**Prevention plan/Individual Health Protection & Safety Plan.** The Company authorises, at all times, the Clients safety service providers to access and work on

the Installations. The Client undertakes to comply with the provisions of Articles R.4511-2 et seq. of the French Labour Code relating to work carried out in an establishment by an external company.

As such, it undertakes to organise a prior joint inspection resulting in the establishment of a prevention plan, in which the on-site safety instructions shall be integrated.

The Client also undertakes to inform the Company in good time of the occupational risks to which the latter's employees may be exposed on the site or with the Installations, and immediately undertakes to take appropriate health and safety measures.

The Client undertakes to comply, when necessary, with the provisions of Articles L.4531-1 et seq. of the French Labour Code relating to construction and civil engineering operations and to draw up a relevant Individual Health Protection and Safety Plan (PPSPS).

**Asbestos.** In accordance with the legislative and regulatory provisions in force for protection against the health risks linked to asbestos exposure, the Client shall provide the Company with:

- at the time of signing the Agreement, a copy of the Asbestos Technical Report (DTA), mentioning the premises visited, the buildings concerned by the scope of the Agreement, or a construction permit issued after the 1st of July 1997,
- during the term of the Agreement, updates to the DTA required by law or the regulations or recommended by the DTA itself,
- before any operation of the Company, on a building by nature or by use, a piece of equipment, material or item, involving risks of exposure of workers to asbestos, a tracking report prior to any work being carried out.

Unless stipulated otherwise in the ST&Cs, operations and work relating to asbestos are excluded from the scope of action of the Company. In any case, and notwithstanding any provision to the contrary, including in the ST&Cs, the Company is not liable for any dangerous materials present on the site and any operations to contain and remove asbestos on the Installations are not covered by the Services under this Agreement.

In the event of a suspicion or actual presence of asbestos in the working environment of the Company (false ceiling, asbestos-reinforced plasterboard, floor coverings, etc.), the Client shall carry out dust collection measures prior to any work being carried out by the Company, in order to ensure that dust levels are below the thresholds set out in Article R.1334-28 of the French Public Health Code.

In the event of a suspicion or actual presence of asbestos in a material or materials (seal, braiding, or fibro-cement conduits, etc.) on which the Company is required to work, the Client shall appoint a laboratory, prior to any work being carried out, to take a sample, analyse the sample and carry out a dust measurement. The Client shall immediately send the results to the Company.

In any case, if the values analysed are higher than the threshold exposure values, the Client shall carry out asbestos containment or removal work, for which it is legally liable.

Until the documents and results of the analysis are obtained, or if necessary, until containment or removal work is carried out, the Company may delay and/or suspend its commitments depending on the nature of the Services concerned by the suspicion or actual presence of asbestos.

### Liability and insurance

**Liability.** In the event of a breach by the Company in the performance, or when performing its contractual obligations, it shall be sanctioned according to the terms and conditions set out exclusively in the Agreement, unless there is a public policy provision to the contrary. The Application of Article 1223 of the French Civil Code is expressly excluded.

In any case, the Company's liability towards the Client may only be incurred in the event of a breach, misconduct or omission committed during, or in

connection with the execution of the Agreement, that has caused direct and certain harm to the Client.

Furthermore, the Company's liability may only be incurred, including in the event of termination, up to an overall amount set at five hundred thousand (500,000) Euros per injurious event per year, unless a different limit is set out in the ST&Cs.

The Client shall waive any recourse against the Company and its insurers beyond the limits set out in the Agreement.

The action for damages must, except in the event of personal injury, be submitted by the Client within a period of twelve (12) months at the latest following the injurious event and must prove that this is imputable to the Company and provide justification of the direct and foreseeable harm suffered, as well as the fact that this harm could not have been reasonably avoided or limited as a result of diligent conduct by the Client.

When the Company is liable to pay liquidated damages to the Client, these shall take the form of fixed rate compensation within the meaning of Article 1231-5 of the French Civil Code and are exclusive of any other compensation. The Company may only be held liable towards the Client beyond the compensation thresholds set out in the Agreement in the event of a breach, misconduct or omission distinct from the non-compliance that gave rise to liquidated damages.

The liquidated damages procedure is set out in the ST&Cs, in particular with regard to the calculation methods and limits, which may be defined annually and/or for the term of the Agreement, and/or by type of breach. All liquidated damages applied annually shall be limited to an amount set at five (5) % of the annual amount of the Agreement, exclusive of tax, unless a different limit is set out in the ST&Cs.

In the event that no liquidated damages are set out in the ST&Cs, this annual penalty limit shall be the compensation limit for the Client due to a breach by the Company of one of its performance obligations, incumbent on it, if applicable, under the Agreement. In any case, the liquidated damages can only be applied to performance obligations, i.e. obligations that are quantifiable, measurable and subject to contractually set indicators.

**Grounds for exclusion.** In any case, the Company may not be sanctioned for breaches in the event that it has been prevented by a force majeure event, or by any one of the following facts or events, even if they do not meet all the requirements to be classed as force majeure:

- any action by the Client (including failure to perform its obligations under the Agreement),
- any action by third parties,
- any defect or fault with the Installations falling under the contractual guarantees or legal liabilities of the manufacturers or suppliers of the Client, other than the Company,
- any event external to the Company, including any interruption or shortage with the gas and electricity distribution services, any significant changes to the physical characteristics of the energies thus supplied, any quotas on fuel or on any other supply necessary for the operation of the Installations or for the provision of the service,
- any environmental damage not caused by the Company.

**Insurance.** The Company undertakes to take out and maintain, with the same level of cover and guarantee, for the entire term of the Agreement a "Civil Liability" insurance policy in order to cover the Client for the aforementioned liabilities under the Agreement. A valid "Civil Liability" insurance certificate shall be provided by the Company to the Client on request.

The Client shall take out all insurance policies that are required in its capacity as occupant and/or owner of the site (including the resources and premises provided) and user of the Installations as well as insurance policies to cover the various occupational risks associated with its business, or damages of any kind caused to third parties, including the Company.



## Force majeure

Shall be considered as causes exempting the Parties from their liabilities or obligations: all events beyond the control of one of the Parties, which could not be reasonably foreseen when entering into the Agreement, and whose effects cannot be avoided by appropriate measures, preventing one of the obligations of the Parties from being performed in accordance with the Article 1218 of the French Civil Code.

Provided that they are beyond the control of one of the Parties and their effects cannot be avoided by appropriate measures, the following events preventing the Parties from fulfilling one of their obligations are considered to be force majeure events: the consequences (in particular as legislative or regulatory obligations and measures taken by public authorities) related to or resulting from natural disasters, fires, lightning, prolonged power cuts, inclement weathers, epidemics, pandemics, the COVID-19 virus and/or its developments/mutations, strikes, social unrests, armed conflict, riots, sabotages, embargoes, acts or regulations by public, civil or military authorities or acts of terrorism.

All cases that may be classed as force majeure must be notified by any means by the impeded Party within fifteen (15) days of occurrence at the latest.

As soon as this case occurs, the impeded Party shall be immediately, ipso jure, provisionally and lawfully exempted from fulfilling their obligations affected by this case for the entire duration thereof.

The Parties shall then jointly and in good faith, seek, in accordance with the adjustment procedure set out in the Agreement, the means required to limit the consequences arising as a result of the event in question, and to enable them to continue with the execution of the Agreement. If required, the Parties will adjust the price and schedule conditions while maintaining the balance of the Agreement, even agreeing, if applicable, to fulfilment in downgraded mode. If the case of force majeure persists beyond a period of six (6) months and, if applicable, the Parties have not agreed to an adjustment of the Agreement, the Agreement may be terminated ipso jure, with one of the Parties notifying the other, by registered letter with acknowledgement of receipt, without compensation being due to any Party, with the exception of the Recovery Compensation as set out in the section "Termination of the Agreement", and the Parties shall be definitively and lawfully exempted from their obligations in accordance with Article 1351 of the French Civil Code.

## Changes to the Agreement

**Principle of cooperation.** The spirit of cooperation that must prevail in the relations between the Parties enables any discussions or meetings that may be required for the proper execution of the Agreement.

**Activity parameters of the Client.** The determination of the Company's obligations under the Agreement, as well as the Prices, are subject to certain activity parameters of the Client (the Activity Parameters of the Client) such as: the nature, scope and terms of performance of the Client's activity, the production load, the number of visitors and/or occupants and/or dimensions of the premises, the characteristics of the Installations. The Activity Parameters of the Client shall be provided by the latter, taking into account the requirements for the proper execution of the Agreement, and set out in the ST&Cs.

In the event of a correction or variation in all or part of the Activity Parameters of the Client, the latter shall notify the Company as soon as it becomes aware thereof, and the adjustment procedure defined below shall be applied.

**Adjustment procedure.** In the event that circumstances that were unforeseeable on the date that the Agreement was signed, which are of a technical, technological, administrative, economic and/or legal or regulatory manner, evolve in such a way that would result in the conditions for executing the Agreement being significantly modified, for either of the Parties, in particular on an economic level; and/or in the event of major difficulties encountered by the Company in executing the Agreement; and/or in the case of an event considered and referred to in the Agreement, for which

this provision may apply under the Agreement, the following procedure shall be applied, notwithstanding the provisions of Article 1195 of the French Civil Code.

The most diligent Party shall notify the other Party of the occurrence of one or more of these events by email, sent to the contact person who has been appointed as responsible for the Agreement by the other Party, which must acknowledge receipt of this email within forty-eight (48) hours of receipt.

Failing this, notification shall be confirmed by means of a recorded letter with confirmation of receipt.

A proposal to adapt the Agreement shall be sent in writing by the Company to the Client within fifteen (15) days of receipt of the confirmation of receipt of the email or of the notification by registered letter with confirmation of receipt. On the basis of this proposal, the Parties shall negotiate in order to reach an agreement of the adjustments to be made to the Agreement.

Should the Parties fail to agree on an addendum or agreement within two (2) months of the adjustment proposal, the matter shall be submitted by the Parties (on a shared-cost basis) to a third-party expert appointed by mutual agreement within fifteen (15) days following the expiry of the aforementioned two (2) month period, or failing this, by the President of the competent court within fifteen (15) days of the matter being referred to him/her by the most diligent Party. Once the expert has been appointed, he/she shall have two (2) months in which to send an adjustment proposal for the Agreement to the Parties.

In the event that one or other of the Parties refuses to amend the Agreement, on the basis of the proposal submitted by the expert, or if an expert is not appointed in accordance with the aforementioned conditions, the Agreement may be terminated by one or other of the Parties, without any compensation being due, with the exception of the recovery compensation, if applicable.

The other Party shall be notified of the termination by registered letter with confirmation of receipt and shall take effect from the date of issue of this notification.

Use of this clause shall not result in a suspension by the Parties of their obligations, unless the circumstances render their performance impossible or excessively onerous.

**Transfer of the Agreement/Change of control.** The rights and obligations of the Agreement may not be transferred by any of the Parties, without the prior written consent of the other Party, taking into account that such a request may not be reasonably denied.

However, this agreement is not required in the event of a transfer to any Affiliate company. This substitution shall exempt the Company from all its rights and obligations under the Agreement.

In any case, the Parties shall sign an addendum to the Agreement to record the transfer and undertake to provide a copy of the Agreement to the transferee which shall be bound by the same terms and conditions.

The Client must inform and obtain the prior written consent of the Company in the event of a change of control concerning the former, and must provide reasonable notice thereof, and in any case no later than the date upon which the information concerning this change may be disclosed to third parties. The term "control" used in this clause must be interpreted in accordance with the meaning set out in Article L.233-3 of the French Commercial Code.

The Company may terminate the Agreement due to misconduct by the Client, by simply sending a registered letter with confirmation of receipt, without any formal notice being required, in the event of a change of control that takes place without the prior consent of the Company, or in the event that the Client has undertaken to transfer the Agreement to a third party without the prior consent of the Company, in particular in the event that the Client sells the goods comprising the Installation or offers them for lease-management.

## Termination of the Agreement

**Normal termination of the Agreement.** At the end of the normal term of the Agreement, the Company undertakes to return the Installations to the Client in normal working order, taking into account the obligations set out in the

Agreement and wear and tear as a result of using the equipment in question.

**Early Termination of the Agreement.** The Agreement may be terminated under the conditions exclusively set out in the Agreement, and exclusive of any decision of the courts, in accordance with the provisions relating to late payment, or an unauthorised change of control or transfer of the Agreement, failure of the adjustment procedure of the Agreement and force majeure, as well as the situations outlined below.

**(i) in the event of a serious breach.** In addition to the cases specified above and termination following the termination of an inseparable agreement, the Agreement may only be terminated in the event of a serious and repeated breach by one of the Parties, preventing the proper performance of an essential obligation of the Agreement for a period exceeding thirty (30) days, and after formal notice to perform, sent by registered letter with confirmation of receipt addressed to the latter has remained without effect for thirty (30) days. The termination shall take effect from the date upon which the notification was sent.

The following shall be deemed to be a serious breach: any breach by one of the Parties of its obligations regarding compliance with regulations and that endangers the health of persons and/or the safety of goods and persons (in particular, when the non-compliance that leads, where applicable, to the suspension of the Agreement persists beyond a period of thirty (30) days).

**(ii) in the event of termination of an inseparable Agreement.** In the event of termination of an agreement for any reason whatsoever, that prevents/renders the execution of the Agreement impossible, the latter contributing to the same overall operation, the Agreement may be terminated by one of the Parties, by notifying the other Party by registered letter with confirmation of receipt.

The termination shall take effect from the date upon which said notification is sent.

**(iii) compensation for early termination.** In all cases of termination of the Agreement that are not due to a breach by the Company, the Client shall pay the Company, in the month following the termination, in addition to any recovery compensation, compensation for the early termination of the contractual relations calculated as follows: [Total amount of the Services due by the Client for the last twelve month period (or which, in the first year of the Agreement, would have been due for one year)] x [0.015] x [number of full months left until the normal expiry of the Agreement], in addition to the costs that the Company may have incurred, if applicable, as a result of the agreements terminated that were entered into in order to execute the Agreement.

**(iv) recovery compensation.** In all cases of early termination of the Agreement, the Client shall pay the company compensation (Recovery Compensation) covering the entire value of the goods and/or work delivered and/or carried out by the Company and for which the latter has not been fully paid as of the date of the early termination of the Agreement; the recovery compensation is calculated in accordance with the conditions set out in the ST&Cs, including any addenda; if this is not specified in the Agreement, the Recovery Compensation shall be equal to the unamortised value of the goods and/or work, plus a coefficient of 10%.

Full payment of the Recovery Compensation thus defined entails, after clearance of the accounts, the transfer of property and use for the benefit of the Client of the goods and/or work delivered and/or carried out by the Company. The Client, in any case, shall be liable for all the risks arising from the safekeeping of the goods and/or work from the date of termination of the Agreement as defined above.

## Miscellaneous provisions

**Confidentiality.** The term "Confidential Information" or "CI" refers to any information or data, in any form and on any medium whatsoever, concerning the Parties, including, but not limited to, the technical, financial, administrative, commercial and legal aspects of a Party, its expertise, methods, intellectual property rights, its commitments, as well as the content of the Agreement, and/or any information obtained in relation to the Agreement and its negotiation, regardless of the way in which said information was communicated, be it verbally, in writing or by any other means of communication chosen by a Party, and regardless of the fact that the information may or may not have been clearly indicated as confidential or the property of one of the Parties.

The Parties shall be required to maintain the confidential nature of the CI, and must not use them for purposes other than the Agreement. The Parties may not disclose the CI to third parties without the prior consent of the Party that communicated the information, unless the information: (a) was in the public domain prior to its disclosure, or thereafter, but in the latter case this must not be as a result of any fault attributable to the Party that received the information; (b) is known to the Party that received the information, which obtained it from a third party that is not in breach of a confidentiality obligation; (c) must be communicated to a third party as a result of a public order provision, a judgment or decision taken by a competent public authority, provided that the Party that is obliged to disclose the information informs the other Party in advance, or as soon as possible, so that the latter may protect its interests; each of these exceptions (a) to (c) must be conclusively demonstrated.

In the event that it is necessary for the execution of the Agreement, each Party may disclose the CI to its employees or its subcontractors, provided that it informs them of the confidentiality obligation set out in the Agreement, and ensures that they comply therewith. It is understood that the Company may disclose the CI to its Affiliate which need to be made aware of said CI.

The obligations of confidentiality, non-use and non-disclosure of CI outlined above shall remain in force for a period of one (1) year following the end of the Agreement, unless stipulated otherwise in the ST&Cs.

**Intellectual Property.** These T&Cs do not grant any transfer or assignment of intellectual property rights for the benefit of the Client.

The Company retains full and exclusive ownership of the processes, procedures, methods, algorithms, specifications, data, databases, distinctive signs, drawings, plans, instructions, manuals, documents, resources, tools, inventions, software, expertise, without this list being exhaustive, created or developed independently and/or when carrying out the Services, whether or not they are covered by a specific protection under intellectual property law and/or any other right recognised by the legislation in force. Any use, for any reason whatsoever, of these elements by the Client must have the express prior written consent of the Company.

**"Deliverable"** refers to any information or data contained on any medium that the Company has agreed to provide the Client under the Agreement. The Deliverables are defined in the ST&Cs.

Provided that the Client complies with the obligations of the Agreement and the rights of third parties, the Company shall grant the Client, for the term of protection of intellectual property rights, and covering the whole world, a personal, non-exclusive and non-transferable right, the sole purpose of which is to make use of the Deliverable in accordance with its purpose and the purpose of the Services: (i) the right to use the Deliverables; (ii) the right to reproduce all or part of the Deliverables, on any medium known or unknown to date, current or future; (iii) the right to broadcast all or part of the Deliverables on any medium, and by any process or means of communication whatsoever, known or unknown to date. Any use of the Deliverables whatsoever carried

out for any other purpose shall only be authorised with the express prior written consent of the Company.

The Client is not authorised, for any reason, to carry out any alterations, modifications, additions or improvements to the Deliverables. The Company shall retain the exclusive right to do so.

The Client is the sole owner of the rights over its own data used within the framework of the Services.

The Client grants, as and when necessary, the Company and its subcontractors, for the term of the Agreement, a non-exclusive, free, worldwide licence enabling them to use the data for the sole purpose of carrying out the Services, and only in connection with or on the occasion thereof. The Client declares and warrants that it has all the rights and/or all authorisations required for the Company and its subcontractors to the use and the exploitation of the Data within the framework of the Services and that it is free to grant a licence under the aforementioned terms to the Company and its subcontractors.

Unless stipulated otherwise in the ST&Cs, and notwithstanding the Article "Confidentiality", the Client shall authorise the Company to make reference to the Agreement, the nature of the Services provided and to use its corporate name as well as its brand or logo in commercial presentations of the Company, in particular as a commercial reference to justify its technical capabilities.

**Personal Data or PD.** In accordance with the latest version of the French Data Protection Act ("Loi Informatique et Libertés") of the 6th January 1978 and the European General Data Protection Regulation (GDPR) no. 2016/679, the Client is informed that the Company, as the data controller, carries out processing operations on the Client's personal data or any other natural data subject ("**Data Subject**") when executing the Agreement. Use of this PD is strictly necessary for the execution of the Agreement and the PD is collected directly from the Client. Should this data not be provided, the Company will be unable to execute the Agreement.

This PD is used at any time in accordance with the legislation in force regarding PD protection and in compliance with the purposes outlined below. The PD are collected and processed by the Company for the purpose of enabling the Company to manage client relations within the framework of the Agreement.

The PD processed by the Company are intended for the internal departments of the Company and, if applicable, its service providers or subcontractors or partners and third parties which are authorised pursuant to a legal or regulatory provision.

The PD processed by the Company shall not be transferred outside the EU. In the event that certain PD may be processed occasionally by services providers located outside the EU, these processing operations shall be carried out in accordance with the law in force. The Company shall provide, in this case, all information regarding the appropriate guarantees and means put in place to ensure the security of this transfer.

The Company shall implement security measures that comply with the professional standards in force, in order to ensure the security, integrity and confidentiality of the PD of the Client and/or Data Subjects, collected for the duration required for this data to be processed, in accordance with the law in force. The PD of the Client and/or Data Subjects collected are retained only for the period required to carry out the purposes described above, within the legal limitation period in force.

The Client and the Data Subjects have the right to access, rectify and erase PD concerning them, as well as a right to restrict or object to the processing of their PD, the right to data portability and the right to define the directives relating to their PD after their death. The Client and the Data Subjects may exercise all of these rights with the Company, by sending a letter to: Service du DPO/DPO Department, Place des Corolles TSA 12345 - 92099 Paris La Défense, France, or by email at: [dpo@dalkia.fr](mailto:dpo@dalkia.fr).

In the event of a complaint, the Client and the Data Subjects may contact the French Data Protection

Authority (CNIL) (by sending a letter to: CNIL Service des Plaintes /CNIL Complaint Department, 3 Place de Fontenay - TSA 80715 - 75334 PARIS CEDEX 07, France, or via its online complaint service at: [www.cnil.fr/fr/plaintes](http://www.cnil.fr/fr/plaintes)). The Client and the Data Subjects also have the possibility of contacting the Company's Data Protection Officer, by post or email at the aforementioned addresses.

**Language/Communication.** The Agreement is drawn up in French and only the French language version shall be valid. Any translation of the Agreement is provided for information purposes only.

All notifications, correspondence, communications and documents that may be issued, exchanged or submitted by each of the Parties must be drafted in French, unless stipulated otherwise in the ST&Cs.

Unless stipulated otherwise in the Agreement, all propositions, requests, notifications and authorisations requested or given must be made in writing and shall be deemed to have been completed at the date they were delivered by hand against a receipt, or upon notification of delivery of an email or registered letter, if applicable.

**Applicable law/Disputes.** The applicable law, regardless of the place of performance of the Services is French Law. As such, application of the Vienna Convention of the 11th April 1980 on the international sale of goods is expressly excluded.

In the event of a dispute relating to the Agreement, the most diligent Party shall contact the other Party by registered letter with confirmation of receipt to attempt to settle the matter amicably between the duly authorised representatives of each of the Parties, in particular to negotiate on a commercial level, within a period set depending on the urgency of the matter.

In the absence of an amicable settlement within the deadline, any one of the Parties may then decide, within fifteen (15) days after the expiry of this deadline, to resort to an arbitration procedure under the following conditions: (i) either the Client may submit the dispute, free of charge, to the EDF Ombudsman, which may be done online on the website [www.mediateur.edf.fr](http://www.mediateur.edf.fr) ("Referral to the Ombudsman") or by letter (Médiateur du groupe EDF [EDF Group Ombudsman], 9, avenue Percier, 75008, Paris, France) together with the documents required to process the request; (ii) or the Client may refer the dispute, free of charge, to the energy ombudsman, if the dispute falls within his/her area of expertise; (iii) or the Parties may turn to the CMAP (Centre for Mediation and Arbitration of Paris) or equivalent, which shall appoint an Arbitrator. Referral to one of these arbitrators may not be conditional on the prior or simultaneous referral to another arbitrator.

Unless technically or economically impossible, making use of the chosen arbitration procedure shall not suspend the execution of the Agreement.

In the event of an amicable settlement of the dispute or outcome of the arbitration procedure, the Parties must agree on the terms of a settlement agreement. Any arbitration costs shall be divided equally between both Parties.

**Failure to find an amicable settlement and/or should the arbitration procedure fail and/or is not used, or if the urgency of the matter so requires, any disputes arising from the Agreement may be resolved by the courts in accordance with the legal provisions in this area. Courts within the jurisdiction of the Company shall have sole jurisdiction over the matter.**

## SEVERABILITY CLAUSE

If any of the provisions of this Agreement is declared null and void or inapplicable pursuant to a law, regulation or following a final decision of the courts or a competent authority, it shall be deemed to be unwritten. However, the other provisions shall retain all their force and scope, it being specified that the Parties must, by means of an addendum, replace the invalid provision(s) with a clause fulfilling the same purpose.