

General Terms and Conditions of Purchase

1. Scope of application

These General Terms and Conditions of Purchase (hereinafter the "GTCP") govern all purchases of goods and services made by **Paragon ID SAS**, its subsidiaries and entities directly or indirectly controlled, regardless of their country of establishment (hereinafter the "Group"), from their suppliers (hereinafter the "Supplier").

The GTCP apply in particular to purchases carried out in the following geographical areas: the United Kingdom, the European Union, the United States of America and Australia, without prejudice to any mandatory local legal provisions.

Any order placed by the Group implies the Supplier's full and unconditional acceptance of the GTCP, to the exclusion of any general terms and conditions of sale or other documents of the Supplier, unless expressly accepted in writing in advance by the Group.

2. Contractual Documents – Order of Precedence

The contractual relationship is governed, in descending order of priority, by the following documents:

- the framework agreement or specific agreement entered into between the Parties, if any;
- the purchase order issued by the Group;
- these GTCP;
- the technical documents or specifications.

These GTCP shall apply to each purchase order howsoever issued by the Group to the Supplier, even where reference is not expressly made to them. Commencement of performance or delivery constitutes Supplier's acceptance of these GTCP.

3. Orders

Orders are firm and binding upon their written issuance by the Group. Any modification or cancellation of an order must be subject to the Group's prior written consent.

4. Prices

Prices are firm, final and non-revisable, unless otherwise expressly agreed in writing. Prices are exclusive of taxes and delivered to the agreed place of delivery in accordance with Incoterms® 2020 (DDP by default, unless expressly agreed otherwise), and include all costs necessary for the proper performance of the order, including in particular transport, packaging, insurance, customs duties and regulatory compliance costs.

No additional charges, indexation or surcharges (energy, raw materials, currency exchange, etc.) may be invoiced without the Group's prior written consent.

5. Invoicing and Payment

All invoicing must be strictly supported by a prior purchase order issued by the Group.

The purchase order number must be mandatorily referenced on each invoice.

Any invoice received without a valid purchase order or without an explicit reference to the purchase order number shall not be processed or paid by the Group.

Invoices must comply with all applicable legal requirements and with the Group's instructions. Any non-compliant invoice may be rejected.

Unless otherwise agreed, payments in France shall be made within 45 days end of month from the date of receipt of a compliant invoice. For all other geographical areas, payments shall be made within 60 days end of month from the date of receipt of a compliant invoice.

6. Delivery – Deadlines

Delivery deadlines are binding. Any delay may result in the application of penalties, without prejudice to the Group's right to terminate the order or claim damages.

Deliveries are made at the Supplier's risk until compliant receipt by the Group.

7. Acceptance – Compliance

The Group reserves the right to verify the quantitative and qualitative compliance of the goods and services delivered. Acceptance shall not constitute final acceptance.

In the event of non-compliance, the Group may reject the goods or services, require their replacement or compliance, at the Supplier's sole expense.

8. Warranty

The Supplier warrants that the goods and services comply with the contractual specifications, are free from defects and are fit for their intended purpose.

This warranty applies without prejudice to any more favorable statutory or contractual warranties.

9. Liability

The Supplier shall be liable for any direct damage suffered by the Group as a result of the Supplier's failure to perform or improper performance of its obligations.

Unless otherwise contractually agreed, the Supplier's total cumulative liability, all causes combined, shall be capped at the total amount actually paid by the Group to the Supplier under the relevant order or contract over the previous twelve (12) months.

This cap shall not apply in the event of gross negligence or willful misconduct, breach of confidentiality obligations, intellectual property rights, personal data protection obligations, regulatory non-compliance, or damage to the safety of persons or property.

The Supplier shall be liable for any direct damage suffered by the Group as a result of the Supplier's failure to perform or improper performance of its obligations.

No limitation of liability shall apply and Supplier shall indemnify, defend, and hold harmless the Group and its affiliates from all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Supplier's breach of these GTCP in the event of gross negligence, willful misconduct, infringement of intellectual property rights or breach of essential contractual obligations.

10. Insurance

The Supplier undertakes to take out and maintain, for the entire duration of the contractual relationship, insurance policies with solvent and reputable insurers, covering in particular its professional civil liability and, where applicable, its product liability with limits sufficient to cover its obligations under these GTCP. The coverage amounts shall be sufficient with regard to the risks incurred. The Supplier shall provide any insurance certificate upon the Group's simple request.

The Supplier also undertakes to maintain insurance covering the risks related to the performance of the orders for the entire duration of the contract and to provide evidence thereof upon request.

11. Confidentiality

The Supplier undertakes to keep strictly confidential all information, data, documents, processes, know-how or commercial information disclosed to it in the context of its relationship with the Group, regardless of the medium.

Such information may only be used for the purpose of performing the orders and may not be disclosed to any third party without the Group's prior written consent.

This obligation shall survive for a period of five (5) years after termination of the contractual relationship, without prejudice to any stricter statutory obligations.

12. Intellectual Property

All results, deliverables, studies, developments, creations or works produced for the benefit of the Group shall become, upon their creation and as they are produced, the exclusive property of the Group, worldwide and for the entire duration of protection of the relevant rights, unless otherwise contractually agreed.

The Supplier hereby assigns to the Group all related intellectual property rights, on an exclusive basis, without limitation as to duration or territory.

The Supplier warrants the Group against any claim, action or proceedings by third parties based on an infringement of intellectual property rights.

13. Regulatory Compliance – Ethics – CSR

The Supplier undertakes to comply with all applicable laws and regulations in the countries where the services are performed, in particular those relating to labor law, health and safety, environmental protection, human rights, export controls, international sanctions and anti-corruption.

The Supplier undertakes to comply with the ethical and corporate social responsibility principles of **Paragon ID SAS**, including in particular:

- the prohibition of any form of corruption, influence peddling or anti-competitive practice;
- respect for fundamental rights, including the prohibition of forced labor and child labor;
- limitation of environmental impacts and traceability of raw materials where required.

The Supplier acknowledges that any breach of these commitments constitutes a material breach.

14. Personal Data and Cybersecurity

Where the Supplier processes personal data on behalf of the Group, it acts as a data processor and undertakes to comply with all applicable data protection regulations, in particular the GDPR and any equivalent local regulations.

The Supplier undertakes to implement appropriate technical and organizational measures to ensure the security, integrity and confidentiality of the data, and to promptly notify the Group of any data breach or security incident.

15. Subcontracting

Any subcontracting, whether in whole or in part, is subject to the Group's prior written consent. The Supplier remains fully responsible for the performance of the services, including those carried out by its subcontractors, and ensures that such subcontractors comply with obligations equivalent to those set out in these GTCP.

16. Termination

The Group reserves the right to terminate all or part of an order or contract, as of right and without compensation, in the event of a material breach by the Supplier of any of its obligations.

The Group may also terminate, without compensation, in the event of a change of control of the Supplier, a financial situation likely to affect the performance of its obligations, or non-compliance with ethical and regulatory commitments.

17. Force majeure

Neither Party shall be held liable for a failure resulting from a force majeure event as recognized under the applicable law.

The Party invoking a force majeure event shall promptly inform the other Party and use all reasonable efforts to mitigate its effects.

18. Business Continuity

The Supplier undertakes to implement and maintain a business continuity plan adapted to the criticality of the goods and services supplied to the Group.

The Supplier undertakes to promptly inform the Group of any event likely to affect the continuity, security or quality of supplies, and to implement the necessary measures to limit the impacts.

19. Governing Law – Jurisdiction

Unless otherwise contractually agreed, these GTCP shall be governed by the law of the country in which the Group entity issuing the order is established.

Any dispute relating to their interpretation or performance shall fall under the exclusive jurisdiction of the courts having jurisdiction over the registered office of such entity, unless mandatory legal provisions apply or an arbitration clause has been expressly accepted by the Group.