BETWEEN:

The "**Client**", as described in the subscription form,

AND

YOOZ, single member simplified limited company under French law, located at Parc d'Andron – Le Sequoia – 30470 Aimargues, France registered in the Register of Commerce and Companies of Nîmes under number 808 386 148, hereafter called "**Yooz**".

The Client and Yooz are together referred to as the "**Parties**".

WHEREAS

Yooz provides online application services (known as software as a service or SaaS). As such, it offers a remote virtual invoice and purchase order service via Internet.

The Client, an informed professional, having been duly informed and having acquired all the information deemed necessary to ensure the feasibility of its project, according to the considered assessment of its situation, wishes to take advantage of the service offered by Yooz.

For the purposes of good commercial relations and a desire for effective cooperation, the Parties agree as follows.

Article 1. Definitions

"Administrator" designates the individual selected by the Client, as its representative, who shall be responsible for the administration of the Service and who may make changes to its commitment in the name and on behalf of the Client.

"Authorised Personnel" designates Yooz' employees, agents, representatives or sub-contractors whose access to the Client and End Client data and information is strictly required for the proper performance of the Contract.

"Client Data" designates all data and information provided by the Client and/or End Client(s) and received by Yooz in performance of the Service, except the Client's identification data.

"Collaborator" means a named natural person authorized to use Yooz Expert Edition. Sharing login credentials of a Collaborator between several people is expressly prohibited.

"Contract" designates the whole formed by all the documents with a contractual value. The Contract thus comprises, in decreasing order of importance, the subscription form, the Terms and Conditions of Use, the Data Processing Agreement, and the Pricing Guide (available in English on demand), which all have a contractual value. Any acceptance of the subscription form is acceptance of the Contract as a whole. The Client agrees that the Contract excludes the application of Clients' general terms and conditions of purchase and/or any contractual terms specified by the Client in its purchase order.

"Document" designates either an invoice processed by the Service or a purchase order created through the Service.

"End Client" designates the clients of the Client.

"End Users" designates the employees of the Client or the End Clients authorised to use the Service.

"Hardware" designates the computers, computer peripherals and computer components sold by Yooz.

"Maintenance Period" designates the period during which Yooz modifies, corrects or updates the Service, the Software or the Hardware. Each maintenance period can only run between 6 p.m. and 6 a.m. Monday to Friday, Saturday or Sunday.

"Named User" designates a physical named person authorised to use Yooz Expert Edition. This person will be identified by the Client in the conditions defined by Yooz. It is expressly forbidden to share the identifiers (name and password) of one Named User between several people. The status of Named

User can be transferred from one person to another, provided that the person initially holding the status no longer has authorised access.

"Service" designates both Yooz Business or Expert Edition and the Additional Services.

"Software" designates the computer program(s), software or software components required by the Service and/or provided by Yooz, with which the Client interacts directly or indirectly by using the Service.

Article 2. Purpose

The Contract sets forth the terms and conditions of the Service proposed by Yooz to the Client. The use of the Service is subject to full compliance with the Contract by the Client.

The Service requires access to the Internet (telecommunications network). This access is not included in the Service and should be provided by a third party chosen by the Client under its own responsibility, at their costs and expenses.

Article 3. Effective date and duration of the Contract

3.1. Effective date of the Contract

The Contract is effective from the date of signature of the subscription form by the Client.

3.2. Duration of Contract

The Contract is agreed for an open-ended period, with a minimum commitment of twelve (12) months (hereafter, the "Commitment period") with effect from the first full month of subscription to the Service.

Article 4. Description of Services

4.1. Yooz Editions

Each Yooz Edition provides a remote, electronic processing service (import, indexation, research, consultation, validation, export) of Documents via Internet that is used and administered by the Client.

The number following the Yooz Edition (100, 500, 1000, etc.) designates the total volume of Documents that can be processed via the Service every month. Beyond this volume, the processing of every additional Document will be invoiced according to the rate set out in the Pricing Guide or the subscription form.

Yooz offers two Yooz Editions dedicated to the professional status or business activity of the Client:

a) **Yooz Business Edition** is the offer dedicated to any natural person or legal entity under private law that will use the Service for its own account.

b) **Yooz Expert Edition** is the offer dedicated to accountants and related professions. The accesses are only limited by the numbers of Collaborators allowed to use the Service as indicated on the subscription form and/or Collaborators created within the Service. The number of read-only users (i.e. users with only consultation rights within the Service) is unlimited.

c) **Yooz Gold Edition** is a special edition for early adopters including all existing Additional Services at the time of purchase.

4.2. Additional Services

Additional Services (or Add-ons) are options and complementary services that may be added to a Yooz Edition subscription, as described in the Pricing Guide or the subscription form.

The number after the name of some Additional Services (100, 500, 1000, etc.) refers to the Yooz Edition subscribed to by the Client.

The Client can subscribe to Additional Services at any time subject to the Contract. The subscription implies that the Client agrees to all conditions stipulated in the applicable Pricing Guide.

4.3. Consulting Services

Various services are proposed to the Client and defined in the Pricing Guide.

Some services may include a visit to the Client's premises by specialised personnel. The personnel allocated to this service remains, in any case, under the full supervisory and disciplinary authority of Yooz and will under no circumstances be incorporated *de facto* into the Client's company.

Any Consulting Services ordered but not used will be invoiced to the Client in full twelve (12) months after the date of the order, unless the lack of use of the said Consulting Services can be attributed exclusively to Yooz.

4.4. Sale of Goods – Hardware

Yooz sells Hardware subject to availability.

Hardware offers are limited to available stocks. Should ordered Hardware be unavailable, the order will be cancelled automatically, and the Client advised of this by Yooz.

The Hardware remains the property of Yooz until full payment of the price by the Client.

All Hardware delivered may be subject to tax and customs duties. The tax and duties are due by the Client.

4.5. Protection of personal data

The Service processes Client Data and End User data, which may include personal data. In accordance with European legislation on the protection of personal data, the automated processing of Documents by the End User through the Service must comply with the rules applicable to the Client as Data Controller and to Yooz as Subcontractor of the Client. In accordance with the law, the processing methods are defined in the Data Processing Agreement, which is automatically applicable as soon as the subscription form is signed and whose current version can be consulted on the official Yooz website.

4.6. Conditions for accessing the Service

The Service is reserved exclusively to legal entities as opposed to natural persons.

The Client undertakes not to enter into direct competition with Yooz and not to develop software or services competing with Yooz, unless Yooz gives its prior written consent.

The Client also undertakes not to access the Service for the purpose of monitoring its availability, performances or operation or any other comparative or competitive assessment purpose, unless Yooz has given its written consent in advance.

By using the Service, the Client agrees to the transfer, processing and storage of information by Yooz under the conditions set by the Contract.

4.7. Technical Requirements to access the Service

Access to the Service requires that Client and Client Data meet the technical specifications set forth on the Yooz website as updated from time to time. Yooz cannot be held liable for any malfunction or non-operation of the Service as a result of non-conforming data.

If the Document posted online by an End User is an image file, the Service processes the image to automatically recognize readable text data.

If the Document is a text file, the Service extracts the readable text data.

If the Document is a hybrid text + image file (example: UBL2, PDF), Yooz extracts the readable text data and ignores the image(s) contained in the Document.

Article 5. Yooz Obligations

5.1. Service offered

Yooz undertakes to provide the Client with the Service as defined in the Contract, subject to compliance by the Client with all its contractual obligations. Yooz cannot guarantee a level of quality and/or a lasting Service and/or free of any fault, defect or interruption in operation.

5.2. Modification of Service

Yooz has no obligation to modify the Service or the Software. In cases where Yooz changes the Service or the Software, the Client agrees in advance to use this latest available version of the Service or the Software.

5.3. Online support

The Service includes a specific online support system to resolve incidents affecting the Service. The Administrator and End Users will find all the components they need to use the said support within the Service.

The Client can report an incident via online support by sending a support request from a web page and chat (electronic writing) with a Yooz technical representative.

Except for public holidays, days on which Yooz is closed and cases of force majeure, online support is available Monday to Friday, 9 a.m. to 5 p.m. CET. Yooz reserves the right to change these times.

Online support only covers incidents directly attributable to the Service. The support does not cover incidents affecting Hardware sold by Yooz or the Client's technical environment and telecommunications network.

Yooz undertakes to consider a written support request within eight (8) working hours.

Before submitting a support request, the Client undertakes to carry out any test necessary that can reasonably be expected of it to attempt to correct any errors, bugs, malfunctions or network connection faults and to respond, at its own expense, to any question or claim submitted by the End Users.

Yooz guarantees that support will be provided according to trade practices but cannot guarantee that said support will solve the incident or that it will not be repeated or that no further incident will be generated by the support. Where support is unable to resolve the incident, the Client must prove that Yooz has failed to comply with the relevant trade practices.

Yooz reserves the right not to respond to a request for online support that does not comply with the terms of this article.

5.4. Service Level

Service availability is calculated on a calendar month basis, excluding Maintenance Periods.

Yooz will use commercially reasonable efforts to deliver a Service available at all time.

Yooz guarantees the availability of the Service for 98% of the time.

If it is proved that the Service has not reached this level of availability and the Client has been affected, compensation in the form of discount will be allocated as follows:

- If the Service is available less than 98% of the time in a month, the Client will receive a discount of five (5)%;
- If the Service is available less than 97% of the time in a month, the Client will receive a discount of ten (10)%;
- If the Service is available less than 96% of the time in a month, the Client will receive a discount of twenty (20)%.

The discount is calculated from the price paid by Client for the Service (excluding any additional invoice processed and/or Additional Services) in the month affected by the downtime and is deducted from next month's invoice. If the month affected by the downtime is the last month of the Contract, the Client may be reimbursed by cheque at its request.

The provisions of this article "Service Level" constitute Yooz entire liability under the Contract regarding the Service's availability.

5.5. Integrity of Client Data

During the Contract period, Yooz undertakes to take all care reasonably possible in compliance with industry standards to keep and to ensure the

integrity and the availability of Client Data, mainly by backing them up on a regular basis.

Where significant amounts of Client Data are permanently lost and the loss can be attributed exclusively to Yooz, the Client will benefit from a discount equal to 100% of the price paid for Yooz Edition (excluding additional processing of Documents and/or Additional Services) during the month of the most recent loss. The discount will be applied to next month's invoice. If the month affected is the last month of the Contract, the Client may be refunded by cheque at its request.

The provisions of this article constitute the entire liability under the Contract for Client Data integrity.

5.6. Security

Yooz undertakes to take all care reasonably possible in compliance with industry standards to ensure the security of its Service, in particular against the risk of hacking or viruses.

Yooz may interrupt the Service at any time or forbid any access to it or hosted Client Data if the security of the Service is threatened (detected vulnerability, intrusion, data corruption, viruses, malware). Yooz undertakes to allow access to the Service after termination of the threat as soon as possible. This downtime period is part of the Maintenance Period.

5.7. Confidentiality

Yooz guarantees that it will treat the Client Data as confidential information.

To this end, Yooz undertakes, for the duration of the Contract and until permanent deletion of Client Data, not to disclose or cause the disclosure of Client Data, except to the Authorised Personnel.

Yooz will be held responsible for acts and/or omissions of the Authorised Personnel should this article be breached.

Yooz is not bound by the obligation of confidentiality in cases where:
- disclosure of Client Data is required by law, regulations or a court decision or if such disclosure is necessary to implement or prove the existence of rights under the Contract;
- Client Data was made available to the public by the Client without restriction;
- Client Data was already in the public domain or has entered the public domain outside of any intervention by Yooz.

Article 6. Obligations of the Client

6.1. Payment for subscribed Service, Additional Services, consulting services and computer hardware

The Client undertakes to pay Yooz for the subscribed Service, Additional Services, Consulting services, Hardware at the amount(s) set in the Pricing Guide under the conditions set forth in the article "Payment for the Service" in this document.

6.2. Administration, Security and Privacy

The Client agrees to comply (and vouches for the compliance of the End Users) with the following administrative, safety and confidentiality rules:
- It is forbidden to connect to the Service under a false identity or with the account of a third party;
- It is forbidden to create user accounts by automated means, under false pretences or by fraudulent means;
- It is forbidden to change, adapt, translate or reverse engineer any part of the Service or the Software;
- It is forbidden to use the Service for illegal file sharing;
- It is forbidden to send to the Service any pornographic content, content inciting hate or violence or content that presents documents, products or services that infringe criminal law, other laws in force or the rights of third parties or which encourage adoption of behaviour contrary to criminal law, other laws in force or rights of third parties;

- The Client is required to notify Yooz immediately of any violation of the safety system of the Service, including, without limitation, in the event of unauthorised use of its password or account;
- The Client must advise Yooz, according to the applicable laws, if it receives a writ of summons or any other request for legal information that involves information from the Service or from Yooz;
- The Client is solely responsible for the safekeeping of the access codes issued to him and undertakes that no person not authorised by Yooz can access the Service;
- The Client assumes responsibility for the safety of individual stations to access the Service;
- The Client undertakes not to use the Service for illegal purposes;
- The Client undertakes not to engage in activities likely to interfere with or interrupt the Service or the servers or networks connected to the Service.

6.3. Administration of the Service by the Client

The Client is solely responsible for the administration of the Service through its online administration interface (addition of End Users, modification of Service parameters, etc.).

The Client acknowledges and agrees that Yooz cannot be held liable in any way for any acts or omissions by the Client in the administration of the Service.

6.4. Legality of data sent to Yooz

The Client is solely responsible for the collection, transmission and updating of Client Data.

The Client guarantees that the Client Data do not infringe any third party rights, including Intellectual Property Rights.

More generally, the Client guarantees that the Client Data do not violate any legislation in force.

Article 7. Intellectual Property

7.1. Intellectual Property of Yooz

Yooz holds all the Intellectual Property Rights required to execute the Service and use the Software (and the work derived or modified from this), including, without being limited to, all software, technologies, information, content, supports, directives and documentation, except for Client Data.

The Client is not authorised to remove, hide or alter in any way whatsoever the Yooz distinctive signs, copyrights or trademarks affixed or supplied under the execution of the Contract.

The Service, the Software or any part thereof, may not be used, copied, transferred or modified, except as authorised expressly by the Contract.

7.2. Restrictions on Use

The Client undertakes not to infringe, directly or indirectly, rights held by Yooz and will notably refrain from the following:
- Allowing the Service or Software to be used by any third party (except the End Client). The Client mainly refrains from assigning (apart from under the conditions in Article 11.3), lending, hiring, licensing or sub-licensing and more generally exploiting commercially the Service or the Software;
- Reproducing the Software, even partially;
- Adapting, translating, converting, merging and more generally modifying the Software in any way and for any reason whatsoever, including correcting any Software errors, the Client agreeing expressly to reserve this option for Yooz;
- Creating a product or service in competition with the Service or the Software incorporating ideas, functions or graphics similar to the Service or the Software;
- Analysing the Software's source and object codes, regardless of the reason and the context.

7.3. Infringement guarantee

The Client guarantees that the Client Data do not infringe any intellectual or industrial property right or other third-party rights and therefore guarantees Yooz against any action, claim, demand or challenge by any third party invoking such a violation on all or part of Client Data.

As such, the Client undertakes to pay all costs borne by Yooz due to the said demand or procedure and all damages and other costs resulting from a court or arbitration decision or indemnities that would be paid under a transaction.

This guarantee is granted notwithstanding the full and entire reparation of the loss suffered by Yooz.

Article 8. Payment for the Service

8.1. Prices

Prices for the Service and products are as set forth in the Pricing Guide applicable at the date of subscription to the Service or purchase of products and/or Additional Services.

All prices are excluding VAT; the VAT rate in force at the time of invoicing is applicable to obtain the price including VAT.

Changing the subscription to a lower volume Yooz Edition package is not possible during the Commitment period when the Client has benefited from a preferential rate.

8.2. Invoicing methods

Invoicing for the Service commences when the Contract becomes effective and is carried out on a monthly (mandatory direct debit), quarterly or annual basis (either by direct debit or administrative mandate).

In the event of subscription to a Service during the period, the first period is invoiced *pro rata temporis*.

The Client authorises Yooz expressly to issue invoices in electronic files format and make them available online after authentication.

The invoice includes the sums payable for Yooz Edition and Additional Services for the next period and the sums due for extra processing of Documents exceeding the Services subscribed to by the Client for the period elapsed.

Sales of products and Consulting Services are invoiced immediately.

8.3. Terms of Payment

Invoices are due fifteen (15) days from invoice date.

Yooz offers the following payment options:

- Direct debit (monthly, quarterly or annual billing)

Yooz shall automatically withdraw the amount of the invoice from the Client's account no earlier than four (4) days after the invoice is generated.

The Client undertakes to inform its bank as soon as the choice of payment by direct debit is made, of the implementation of a mandate for the authorization of direct debit for the benefit of Yooz, and to ensure that it is properly accepted by its bank.

- Wire transfer (annual billing)

8.4. Contestation

The Client has fifteen (15) days from receipt of an invoice to dispute any amount.

8.5. Client delay or default

Any payment delay or default will result in the Client being sent a reminder email stating that failure to settle the payment within thirty (30) days will result in the Service being suspended, then terminated if the delay exceeds ninety (90) days.

Late payment fees are payable on the day following the due date on the invoice. The interest rate for late payment is equals to the one of the

European Central Bank in its most recent refinancing operation increased by ten (10) points. Yooz reserves the possibility of adding all accrued recovery costs to these fees.

Article 9. Liability

9.1. Client's Liability

The Client is solely responsible for the suitability of the Service and products for its needs and requirements (in all cases the Client must prove that Yooz has not provided all the items of information required to assess this suitability).

The Client is solely responsible for the Client Data; under no circumstances can Yooz' liability be sought in this matter.

The Client cannot be held liable for any prejudice arising further to a case of force majeure event.

9.2. Yooz' Liability

Yooz undertakes to take diligent measures to facilitate the realisation of the Service provided on an "as is" basis and ensures a best effort obligation executing the Contract. Consequently, Yooz cannot be held liable for defects in the functions of the Service and Software solely because of their existence.

Yooz is liable, under the conditions of this article, for any material damage proven by the Client that is directly consecutive and exclusively attributable to the Service provided by Yooz. This responsibility may be implemented by the Client if it establishes, firstly, the causal link thus defined and, secondly, a serious breach by Yooz of its contractual obligations.

9.3. Limitation of Liability

To the fullest extent permitted by law and in any event and for all causes combined, Yooz cannot will be liable for more than the net amount received and retained by Yooz under the Contract during the six (6) months immediately prior to the first serious breach alleged against it.

9.4. Exclusion of liability

Yooz may not be held liable for any indirect, special, incidental, (non)consequential damage that may result from using the Service such as financial or commercial loss, loss of clientele or savings, any sort of commercial disorder, operating loss in accounting terms, loss of productivity, increase in cost and other general expenses, loss of profit, loss of contracts, loss of brand image, delay or disturbance in business or any project schedule or activity of the company.

Similarly, Yooz may not be held liable for the non-execution or delays in executing an obligation of the Contract that would be partially or entirely due to action by the Client or a case of force majeure event, total or partial strike, inside or outside Yooz, halting of power supply, blockage or poor functioning of telecommunication networks, computer hacking or pirating, computer virus, intervention by the civil or military authorities, natural disasters, fires, water damage, act of terrorism, health alerts and any other circumstances preventing the normal execution of the contract.

Yooz may not be held liable for any damage caused by using Services in conjunction with software or hardware used by the Client or any technical problem in its information system or technical environment.

9.5. Exclusion of third parties

Yooz only makes a commitment to the Client and the Client alone. Yooz makes no commitment to third parties and especially clients, partners and companies linked economically or legally to the Client (hereinafter collectively called "**Third Parties**" to the Contract).

The availability to a Third Party or the direct or indirect use of the Service by a Third Party will take place under the sole responsibility of the Client who will compensate Yooz if these third parties fail to comply with the conditions of use or make a claim against Yooz for any prejudice they have suffered.

9.6. Obligation to minimise the damages

Each Party should do its best effort to minimise the damage that could be incurred in application of the Contract.

9.7. Allocation of risks

These provisions allocate risks between the Client and Yooz. The price defined by the Parties reflects this allocation and the limitation of liability described above.

9.8. Pursuance of this article

It is agreed expressly between the Parties that this article will remain applicable should the Contract be terminated for any reason whatsoever.

Article 10. Termination

10.1. Termination without breach

Either Party may terminate the Contract at any time by registered letter with acknowledgement of receipt with three (3) months' notice.

Where the Client terminates the Contract during the Commitment period, it must pay all sums remaining due until the end of the Commitment period (monthly payments not paid). These sums will be payable immediately.

10.2. Termination due to breach

Either Party may terminate the Contract immediately and automatically after written notification in the event of a breach of the Contract by the other Party, without prejudice to its other rights and means of action, unless otherwise provide for elsewhere.

If the Contract is terminated during the initial Commitment period through the fault of the Client, it should pay all sums remaining due until the end of the Commitment period (monthly payments not paid). These sums will be payable immediately.

10.3. Return of Client Data

Provided that the Client is up to date with payments, in the thirty days following termination of the Contract, Yooz may, within thirty (30) days and upon request, return all the Client Data by sending a download link containing all Client Data in an intelligible form, for an amount set out in the Pricing Guide.

After the return of Client Data or two (2) months after the end of the Contract, Yooz undertakes to permanently delete all Client Data within thirty (30) days at most.

10.4. Closure of the account

In all cases, the Client undertakes to pay Yooz the amount of the Service in proportion to its use up to the day of termination of the Contract.

Article 11. General

11.1. Logs

The Parties agree that logs made by Yooz servers and electronic exchanges between the Parties will act as proof between the Parties.

To this end, it is agreed expressly that all the technical information concerning the Client and all types of electronic exchange (mainly e-mail, internal message to the Services, etc.) may be stored by Yooz for purposes of proof.

11.2. Publicity

The Client authorises Yooz to use its name and/or logo and/or trademarks solely as a commercial reference to promote Yooz and the Service internally or externally, through joint communication actions, customer testimonials or press releases.

11.3. Assignment

The Client may not assign or transfer in any way its rights or obligations under the Contract without obtaining prior, express, written approval from Yooz.

11.4. Modification of the Contract

Yooz reserves the right to make minor modifications (new functionalities or compliance with the Law) to the Contract at any time provided that they do not impact the essential obligations of the Parties (compliant provision of the Service by Yooz, payment of the agreed price for the Service by the Customer), the new version will be effective thirty (30) days after being communicated to the Client by any means and notably through publication on its website.

Yooz also reserves the right to make substantial changes to the Contract if technological developments or financial constraints require it, the new version of it becoming effective ninety (90) days after its submission to the Client by any means, especially by informing the client through its administration interface.

If the Client rejects the substantial changes of the Contract, it must notify Yooz of this rejection in writing within sixty (60) days of communicating the new version of the Contract. Rejection is not allowed if the substantial modification is justified by an evolution of the applicable law or linked to the enforcement of additional security measures

In this case, Yooz may at its own choice decide either not to modify the Contract, in which case the previous version will continue to apply but Yooz won't be liable for the consequences of the Client's rejection, or to agree to terminate the contract under the conditions provided for in Article 10.1 "Termination without Breach", even during the initial Commitment period and without application of the penalty for termination during said Commitment period if applicable.

11.5. Severability

If one of the clauses of the Contract is declared null and void with respect to a law or any other legal rule in force, it will be deemed unwritten, without this for all that nullifying the contract as a whole, with the other stipulations retaining all their force and scope.

11.6. Governing law and dispute

The Contract shall be governed by and construed in accordance with French law.

The Parties state their intention to seek an amicable solution to any dispute relating to the formation, application or interpretation of the Contract within three (3) months of it occurring.

Any dispute not resolved amicably within this period will be subject to the exclusive competence of the courts of Paris, France. This clause is applicable even in the case of summary procedures, third party claims or multiple respondents.

Article 1. Scope

This Data Processing Agreement is an amendment to YOOZ Terms and Conditions and is automatically effective upon Client's signature of the subscription form.

As part of the Service, YOOZ will process Client Data. If Client Data contain Personal Data, YOOZ undertakes to comply with the applicable French Law on protection of Personal Data, including the amended French Law n°78-17 of January 6th, 1978 and European Regulation 2016/679, together "Personal Data Regulations". The Parties shall refrain from committing any act likely to put the other Party, to the best of its knowledge, in a position of breach of the Personal Data Regulations.

Article 2. Definition of responsibilities

YOOZ processes Personal Data on behalf of the Client by delivering the Service.

The Client is responsible for processing the Personal Data originating from the Client Data stored in the shared suppliers database and End User personal Data and YOOZ is the Client's Data Processor in that regard.

Article 3. Hardship

The Parties agree that if specific requirements resulting from the processing of Personal Data on behalf of the Client increase the cost of processing Client's Personal Data beyond the strict compliance with the Law, the Parties must agree upon new contractual conditions, including financial conditions if need be.

Article 4. Obligations of YOOZ

YOOZ has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing financial documents on behalf of the Client, which do not contain Special Categories of Personal Data.

YOOZ processes Personal Data only for the purposes of delivering its Service as subscribed by the Client;

Aside from the delivery of the Service itself, YOOZ is allowed to process the Personal Data only on documented instructions from the Client;

YOOZ shall immediately inform the Client, as Data Controller, if the Client's instruction may infringe Personal Data Regulations. This cannot be construed as obligating YOOZ to provide legal advices for ensuring effective compliance of the processing or generally to advise the Client about Personal Data Regulations;

YOOZ must ensure that the persons authorized by YOOZ to process Client Data respect their confidentiality obligations;

YOOZ must respect the conditions for involving another processor; subprocessing is generally accepted by the Client, including if it entails a transfer of Personal Data outside of the European Union, being specified that in that case, the transfer shall be compliant with the article below. In that case, YOOZ shall inform the Client of any intended changes concerning the addition or replacement of a subprocessor, thereby giving the Client, as Data Controller, the opportunity to object to such changes. Where YOOZ entrusts another processor for carrying out specific processing activities on behalf of the controller, the same data protection obligations as set out in this Data Processing Agreement, shall be imposed on that other processor and YOOZ shall remain fully liable to the Controller for the performance of that other processor's obligations;

YOOZ shall notify the Controller without undue delay after becoming aware of a Personal Data Breach, being specified that it is the Client's responsibility to notify the Personal Data breach to the competent supervisory authority and the data subjects if need be;

YOOZ, at the choice of the Client, will delete or return all the Personal Data to the Client after termination of the subscription to the Service, and will delete backup copies and activity logs unless a legal provision stipulates otherwise;

YOOZ provides to the Client that requests it in writing any necessary information to demonstrate its compliance with its Data Protection obligations.

YOOZ assists the Client in fulfilling its obligation to answer to requests from data subjects about their Personal Data. If YOOZ receives such a request directly, YOOZ shall forward the request to the Client, who is responsible for answering to it;

YOOZ assists the Client in notifying a Personal Data breach;

YOOZ assists the Client in conducting an impact analysis relating to the protection of Personal Data as well as in consulting with the supervisory authority, where appropriate, by providing any documentation at its disposal that the Client does not hold already.

The Parties agree that the assistance provided by YOOZ is carried out considering the nature of the processing and the level of information provided by the Client to YOOZ and within the limits of YOOZ' obligations. Requests for assistance not covered by this Agreement must be governed by a separate agreement between the Parties.

Article 5. Obligations of the Client

The Client is responsible for the content and nature of the Client Data. The Client guarantees the quality, lawfulness and relevance of the Client Data.

The Client also guarantees that it holds the intellectual property rights that allows it to process the Client Data and to allow YOOZ to process it on its behalf. The Client guarantees YOOZ against any damage that could result from allegations from a third-party about an infringement of its intellectual property rights.

The Client, as Data Controller, guarantees that the Personal Data meet the requirements of the Personal Data Regulations: Personal Data were collected for specified, explicit and legitimate purposes and the appropriate information was provided to the data subjects at the time of collection of their Personal Data.

As such, the Client guarantees YOOZ against any claim from a data subject which Personal Data are processed by YOOZ on behalf of the Client and, consequently, the Client agrees to indemnify and hold YOOZ harmless against any consequences of such processing. The Client cannot claim any compensation from YOOZ if it has been required to make full compensation for the damage caused.

The Client must document in writing any specific instructions concerning the processing of Personal Data by YOOZ on its behalf.

Article 6. Transfer of Personal Data

YOOZ subcontracts the hosting of the Service to a hosting provider located in the United States of America and whose servers are located on the territory of the European Union. YOOZ warrants that this subprocessor has sufficient and adequate guarantees under the Personal Data Regulations.

In any case, if a transfer of Personal Data outside the European Union is operated by YOOZ, it shall be compliant with either (i) a decision of the European Commission stating that the country, territory or one or several international organization(s) in question provide an adequate level of protection, (ii) the European Commission's standard Contractual Clauses, the Client appointing YOOZ to sign these with its subcontractors outside the European Union in the name and on behalf of the Client, (iii) the appropriate guarantees listed in Article 46 of European Regulation 2016/679 or (iv) one of the conditions listed in Article 49 of European Regulation 2016/679.

Article 7. Audit

The Client may carry out an audit of YOOZ Personal Data processing to ensure compliance with this Data Processing Agreement:

This audit is notified by the Client to YOOZ by registered letter with acknowledgement of receipt, giving the details of the protocol and the methods to be used, and the Personal Data to be audited, thirty (30) working days before the date scheduled for the audit;

YOOZ may object to the protocol and methods with legitimate reasons, that can't prevent the performance of the audit but only force the Parties to agree on a modified protocol and/or method for the audit;

The audit may be carried out by the Client or by a third party appointed by the Client, subject to a two-fold condition that the third party is not a direct or indirect competitor of YOOZ and that such third party has agreed to sign a non-disclosure agreement prior to any operation of control, a copy of which will be transmitted to YOOZ for approval;

It is expressly agreed that the active collaboration of YOOZ will not include having to communicate internal documents of financial and accounting nature or documents relating to other clients or other clients data;

The Client remains liable for any consequences of this audit on the provision of the Service for the Client (e.g. interruption of Service during the audit);

The audit report must be communicated in its entirety to YOOZ and must be discussed between both parties and the findings must be validated by both parties. In any case, the Client will bear the cost of the audit;

If a non-compliance is found and validated by both parties, YOOZ must without undue delay correct the non-compliance at its own expense.