
ROAMING AGREEMENT N°0

This Roaming Agreement is concluded between :

<u>DENOMINATION</u>	Not specified
<u>FORM</u>	Not specified
<u>REGISTRATION</u>	Not specified
<u>ADDRESS</u>	
<u>REPRESENTATIVE</u>	Not specified
<u>TITLE</u>	Not specified

Duly authorized herein,
Unique Operation ID :

HEREINAFTER REFERRED TO AS : « **Charge Point Operator** » or « **CPO** » ON THE ONE HAND
AND

<u>DENOMINATION</u>	Not specified
<u>FORM</u>	Not specified
<u>REGISTRATION</u>	Not specified
<u>ADDRESS</u>	
<u>REPRESENTATIVE</u>	Not specified
<u>TITLE</u>	Not specified

Duly authorized herein,
Unique Operation ID :

HEREINAFTER REFERRED TO AS : « **E-Mobility service Provider** » or « **eMSP** » ON THE
OTHER HAND

HEREINAFTER REFERRED TO collectively as « **the Parties** » or « **the Operators** » or
individually « **the Party** »

SPECIFIC TERMS AND CONDITIONS OF ROAMING

ARTICLE 1. Acceptance

These specific terms and conditions formulate the roaming offer of the CPO to the eMSP, to which the CPO is committed. The eMSP is free to discuss the terms of this offer with the CPO.

These specific terms and conditions of roaming are associated with the attached general terms and conditions and together form an inseparable contractual whole, constituting the Roaming Agreement, excluding any other documents.

The Signature of these specific terms and conditions constitutes unconditional acceptance by the eMSP of the roaming offer and of the Roaming Agreement as a whole.

The eMSP undertakes to complete the required fields in these specific terms and conditions; the transmitted information must be complete and accurate.

ARTICLE 2. Effective date - term

Once signed by both Parties, this Roaming Agreement shall come into force , unless terminated by either Party in accordance with article 18 (General terms of termination) of the general terms and conditions and with articles 6 and 7 (Specific terms of change and termination) of these specific terms and conditions.

By signing this Roaming Agreement, the eMSP defines the expected starting date of the service which shall not be less than after the date of entry into force of this Roaming Agreement.

ARTICLE 3. Identification of the CPO's services

The services supplied by the CPO to the eMSP under the Roaming Agreement are described hereafter:

Description of the service

Charging point description

<u>CHARGING POINTS CONCERNED</u>	To complete
<u>COMMENTS</u>	To complete

Description of the service

<u>AUTHENTICATION MODE</u>	To complete
<u>FINAL CHARGE DETAIL RECORD (CDR)</u>	To complete
<u>INTERMEDIATE CHARGE DETAIL RECORD (CDR)</u>	To complete
<u>START OF SERVICE EVENT</u>	To complete
<u>END OF SERVICE EVENT</u>	To complete

Description of the Remote and Onsite support service

Phone assistance

<u>DEDICATED PHONE LINE FOR EMSP</u>	None
<u>SERVICE HOURS FOR PHONE ASSISTANCE</u>	None

Onsite assistance

<u>SERVICE HOURS FOR ONSITE ASSISTANCE</u>	None
<u>RESPONSE TIME FOR ONSITE ASSISTANCE</u>	None

Safety and Usage restrictions	
<ul style="list-style-type: none"> • When the cable is attached to the charging station and is an integral part of it : <ul style="list-style-type: none"> o use the cable of the charging station excluding any other accessory. • In cases where the use of a personal cable is authorized : <ul style="list-style-type: none"> o use only an approved cable compatible with the charging terminal and allowing the connection of your vehicle. • In all cases : <ul style="list-style-type: none"> o check the condition of the accessories before using the charging stations. • Use the plug that meets your needs and the technical characteristics of your vehicle. • Remain vigilant to any signal emitted by the warning lights appearing on the charging station and/or on the vehicle. • When the cable attached to the station is used : <ul style="list-style-type: none"> o Put the cable back in its holder on the charging station after use. • In the event of an alert, such as an anomaly or a fault found on the charging station : <ul style="list-style-type: none"> o take all necessary protective measures to ensure the safety of the vehicle and third parties. 	

ARTICLE 4. Tariffs and financial terms

The tariffs and financial terms related to the services supplied by the CPO are described hereafter :

Tariff of the service

A Group / Basic charging service prices (includes access to POI and technical assistance)	
<u>CHARGING POINTS CONCERNED</u>	To complete
<u>UNIT PRICE EXCL. TAX (INCLUDING ROUNDING RULE)</u>	To complete

ARTICLE 5. Invoicing

The eMSP may dispute a CDR before invoicing by the CPO of the related charging session according to the following conditions (see Articles 10.2 and 10.3 of the general terms and conditions) :

<u>ONLINE DISPUTE OF CHARGING SESSIONS</u>	
<u>DISPUTE TIME LIMIT FOR THE eMSP</u>	
<u>DISPUTE RESPONSE TIME LIMIT FOR THE CPO</u>	

Charging sessions are invoiced by the CPO if they exceed the following threshold (see article 10.4 of the general terms and conditions) :

<u>CHARGING SESSION INVOICING THRESHOLD</u>	No threshold
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Invoicing terms of the CPO's services are as follows :

<u>INVOICING FREQUENCY</u>	
<u>SENDING METHOD</u>	
<u>SETTLEMENT PERIOD</u>	
<u>PAYMENT METHOD</u>	

The CPO appoints the following third party to invoice its services :

<u>DENOMINATION</u>	Not applicable
<u>FORM</u>	Not applicable
<u>CAPITAL</u>	Not applicable
<u>REGISTRATION</u>	Not applicable
<u>VAT ID</u>	Not applicable
<u>ADDRESS</u>	Not applicable
<u>REPRESENTATIVE</u>	Not applicable
<u>EMAIL</u>	Not applicable
<u>PHONE</u>	Not applicable

ARTICLE 6. Services change

The CPO is free to change these specific terms and conditions at any time. These changes will be notified to the other Party by Online notification. The notified Party shall have a period of to accept these changes by Online notification. In case of refusal, notified on line, the Roaming Agreement will be automatically terminated at the end of this period ipso jure and without any formalities. In the absence of reply, the changes will apply automatically at the end of the period defined above.

ARTICLE 7. Specific terms of termination

In addition to article 6 of the specific terms and conditions and article 18 of the general terms and conditions, the following provisions apply.

Within following the entry into force of the Roaming Agreement and, in any event, before any effective start of the service, each Party may decide to withdraw without motive. The Roaming Agreement will be terminated automatically and without notice or financial penalties. The Party shall notify the other of its decision to withdraw by Online notification.

Beyond this period, each Operator may terminate the Roaming Agreement at any time and for no particular reason and no penalty, with a notice period of notified by Online notification.

The conditions for termination due to contractual breach are defined in the general terms and conditions of roaming.

ARTICLE 8. Contact persons

The Operators have appointed one or more persons responsible for the proper implementation of the Roaming Agreement. Contact details of these persons are updated and available at any time on the Connect-Place.

ARTICLE 9. Other special conditions

Not applicable

ARTICLE 10. Signature of the CPO & the eMSP

Signed by

Date :

Signed by

Date :

Expected date for the service start (refer to article 2) :

GENERAL TERMS AND CONDITIONS OF ROAMING

ARTICLE 1. Recitals

The Operators have each entered into a Subscription Agreement to GIREVE roaming platform and are thus benefiting from the services offered by GIREVE.

The Operators wish to cooperate with a view to develop roaming of charging services and, for with this view, they have decided to enter into the Roaming Agreement.

GIREVE is not a party to the Roaming Agreement.

ARTICLE 2. Definitions

The following terms shall have the meaning set forth below:

- "Access Service": Service contract between the eMSP and its Clients for the purpose of charging on EVCI of the eMSP's partners, including the CPO;
- "Charging service" : set of elementary services provided by the CPO to the eMSP in accordance with the terms of the Roaming agreement, including the provision of data aiming at facilitating the identification of a Charging point, the supply of electricity for recharging electric vehicles on a Charging point, the transmission of data enabling the charging authorisation and those relating to the charging session, the invoicing of the service and, optionally, the right to park and the possibility of reserving this Charging point;
- The "Charging Infrastructure" or "EVCI" includes the following components:
 - o "Charging Pool": location where charging infrastructures elements can be found. A Charging Pool may have several Charging Stations. A Charging Pool is managed by a single CPO;
 - o "Charging Station": physical element on which Charging Points are available. The Charging Station is also the "Human-Machine Interface" between the charging infrastructure and the End-Driver. A Charging Station may have several Charging Points;
 - o "Electric Vehicle Supply Equipment" or "EVSE" or "Charging Point": the part within a Charging Station which delivers the electricity to an electric vehicle. A vehicle can connect to an EVSE using one of its Charging Connector. An EVSE may have several Charging Connectors. Only one vehicle can charge on a given Charging Point at a time;
 - o "Charging Connector": a socket, plug or attached cable.
- "Client": any natural person or legal entity having ongoing Access Service with the eMSP;
- "CPO Operation": group of EVSE defined by a CPO, registered under a unique operation identifier and to which one or more Roaming Agreements apply. Several operations can be combined to form a CPO network;
- "eMSP Operation": group of End-drivers defined by the eMSP, registered under a unique operation identifier and to which one or more Roaming Agreements apply. Several operations can be combined to form an eMSP network;
- "End-Driver": natural person using the EVCI of the CPO through the Access Service of the eMSP and through this Roaming agreement;
- "GIREVE Roaming Platform": IT platform operated by GIREVE and designed to ensure the exchange of data and services between Operators connected to the GIREVE Roaming Platform and/or between GIREVE and the Parties;
- "GIREVE Digital Portal or "Connect-Place": secured web-interface accessible at the address <https://connect-place.gireve.com/> and allowing employees of the Operators to access the GIREVE's services;
- "Notification": the notification can occur by email or through the Connect-Place ("Online notification") or by registered letter with acknowledgment of receipt ("Notification by letter");
- "Positive double click": when the Roaming Agreement is concluded online, the click is the materialization of the electronic Signature of the eMSP; with the first click, the eMSP expresses a first time its willingness to contract with the CPO according to the terms of the Roaming Agreement and with the second click, the eMSP agrees to the terms of the Roaming Agreement;

- “Roaming Agreement”: The present general terms and conditions of roaming with the specific terms and conditions of roaming;
- “Subscription Agreement”: Contract describing the terms and conditions of the subscription which binds each Party with GIREVE, and which allows each Party to access and use the GIREVE services;
- “Signature”: formalization of consent and unconditional acceptance of this Roaming Agreement, online by positive double click.

ARTICLE 3. Purpose

The purpose of these general terms and conditions is to set forth the general legal and organizational principles applicable to the Charging Service provided by the CPO to the eMSP.

They govern the rights and obligations between the Operators resulting from their Subscription Agreement to the services offered by GIREVE via the GIREVE Roaming platform.

They do not affect in any way the rights and obligations of the Operators under their respective Subscription Agreement entered into with GIREVE.

ARTICLE 4. Effective date – Term

The effective date and term of the Roaming Agreement are specified in the specific terms and conditions.

This Roaming Agreement is entirely enforceable against Operators upon its Signature by the Parties.

ARTICLE 5. Contract documents

5.1 Hierarchy

The specific terms and conditions can complement, clarify, or expressly derogate from these general terms and conditions.

In case of discrepancy, the contract documents forming the Roaming Agreement are, in decreasing order of priority:

- the specific terms and conditions of roaming;
- these general terms and conditions of roaming;

and their respective evolutions.

In case of discrepancy between documents of different nature or rank, the Parties expressly agree that the provisions contained in the document with the higher rank in the order of priority shall prevail with regard to the conflicting obligations.

In case of discrepancy between documents of the same rank, the most recent documents shall prevail.

The Roaming Agreement shall be signed by the Parties in French and English languages. The French and the English versions of this Roaming Agreement shall be written in identical wording.

However, in case of discrepancy or conflict between the Parties regarding the interpretation of one or more of the Roaming Agreement’s provisions, the French version shall prevail.

5.2 Entire agreement

These general and specific terms and conditions, and their evolutions represent the entire agreement between the Parties and represent all of their obligations. No general or specific terms set forth in any document sent or delivered by either Party shall be integrated hereto.

This Roaming Agreement supersedes all prior contemporaneous agreements, proposals or representations, written or oral, concerning the purpose of this Roaming Agreement.

ARTICLE 6. Commitments by the Operators

6.1 Commitments made by both Operators

Each Operator undertakes to fulfil its commitments and obligations under this Roaming Agreement.

Each Operator further undertakes to comply with the Subscription Agreement entered into with GIREVE, and in particular to meet its commitments concerning the compliance of its software platform, the service levels and the quality of the data provided.

6.2 Commitments made by the CPO

The CPO undertakes to provide the eMSP with the services detailed in the Roaming Agreement and to scrupulously fulfil its service commitments especially concerning the compliance and the service levels.

The CPO shall provide the eMSP with the data relating to its points of interest ("POI") via the GIREVE's Roaming Platform. The CPO grants a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to the eMSP to use the POI for delivering its Access Services to its Clients and End-drivers. Such right includes the right to receive, store, use, modify (including enriching with additional information concerning the Charging Point and its surroundings) and/or process POI, at its own risk and responsibility. This right of use granted on its POI will be exercised within the framework and limits of the rights of use granted by GIREVE on its services within the Subscription Agreement.

On its Charging Infrastructure or its website, the CPO makes safety and usage instructions for the use of the Charging Infrastructure available to the eMSP and its End-drivers.

The CPO undertakes to maintain its Charging Infrastructure in the best conditions of proper functioning, and to make them evolve in accordance with the applicable regulations.

The CPO undertakes to maintain the features required for the exchange of data via the GIREVE Roaming Platform.

It further undertakes to provide the eMSP with a technical support in accordance with article 3 "Identification of the CPO's services" in the specific terms and conditions of roaming, in order to enable the eMSP to provide assistance to its End-drivers.

6.3 Commitments made by the eMSP

The eMSP is responsible for giving its Clients and End-drivers clear, transparent and comprehensive information on the EVCI made available under this Roaming Agreement:

- CPO's identity or commercial brand of the charging network
- scope of the services offered and related tariffs;
- rights, obligations and responsibilities when using the services.

To this end, the eMSP includes in its general terms and conditions that its End-drivers must (i) read the safety and usage instructions of the CPO and (ii) follow these instructions when using the EVCI of the CPO in order to avoid, in particular, any damage to its equipment.

Except in case of specific rights that could be granted by GIREVE to the eMSP within its Subscription Agreement, the eMSP agrees not to sell or transfer, directly or indirectly, against payment or free of charge, the CPO's POI to third parties apart from the services delivered as part of its activity as eMSP.

The eMSP is responsible for ensuring that the Access Service contracts concluded with its Clients are compatible with its Subscription Agreement and the Roaming Agreement. Whenever needed, the eMSP will amend the Access Service contracts concluded with its Clients.

Notwithstanding the commitments made by the CPO described in paragraph 6.2, the eMSP is solely liable to its Clients and End-Drivers for the supply of the services provided and the management of any complaints from its Clients.

The eMSP undertakes to provide its Clients et End-drivers with its own hotline, to be contacted by them in the event of an anomaly. .

In addition, the eMSP is required to report as soon as possible, to the CPO or its technical operator, any emergency situation, any anomaly, or any malfunction of a charging station as far as it is informed of them, by using the technical support service provided by the CPO.

The eMSP acknowledges and accepts that CPO may reasonably temporarily suspend all or part of the access to the eMSP and/or to the eMSP End-drivers at a Charging Point, in the following situations :

- if required by law;
- in case of fraud;
- in case of force majeure as defined by the French law and case law;
- for urgent unplanned maintenance.

The CPO shall undertake to (i) reasonably limit the duration of such suspension; and (ii) if reasonably possible, inform the eMSP thereof in advance.

ARTICLE 7. Terms of performance of the Roaming Agreement

7.1 Exchange of data

The Parties agree that any automated exchange related to the service transactions executed within the framework of this Roaming Agreement, will be made through the GIREVE Roaming Platform.

Each Operator will assume a full liability for the data sent to the other Operator and to the GIREVE Roaming Platform under the Roaming Agreement.

In case of conflict between the computer records of the Parties, it is expressly agreed between the Parties that the computer records of GIREVE will prevail and shall be the only ones admitted as evidence.

7.2 Collaboration

The Parties agree to closely collaborate in the course of their relations.

The Parties undertake to inform each other of any event that, to their knowledge, may impact on the smooth performance of the Roaming Agreement.

Each Party shall appoint one or several contact person(s) in charge of the proper performance of this Roaming Agreement. The contact persons are designated and updated on the Connect-Place.

7.3 B2B relations

Within the framework of this Roaming Agreement, the CPO clearly recognizes that the End-Drivers likely to use the recharge networks of the CPO, do not buy the Recharge Service in their name or in the name of the Client but in the name and for the eMSP account and that the eMSP resells an Access Service to its Client (including the Charging Service purchased from the CPO) which itself can resell it to the End-Drivers. Payment for the services will be agreed separately for each level of invoicing by the parties concerned. Each supplier bears the risk of default at its own level.

ARTICLE 8. Intellectual property

Each Party retains ownership of its intellectual property rights.

The Roaming Agreement does not imply any transfer or assignment of any intellectual property rights.

ARTICLE 9. Warranties

These terms and conditions offer no warranty other than those that may be stated in the specific terms and conditions of roaming.

ARTICLE 10. Financial terms

10.1 Tariffs

Regarding the Charging Service provided by the CPO to the eMSP, the Roaming Agreement includes, either an explicitly definite tariff, or the link to an up-to-date tariff, accessible by the eMSP at any time.

The tariffs applicable under this Roaming Agreement, detail the currency used and all types of taxes, tributes and fees except for the Value-Added Tax (VAT). Therefore, they shall be increased by the VAT tax only, possibly applicable on the day of invoicing.

The eMSP acknowledges and accepts that the CPO's tariffs may vary for each Charging Point and change over time without frequency limitation.

The units used to define these tariffs are freely chosen by the CPO according to its commercial policy and local regulation, and accepted by the eMSP upon signature of the Roaming Agreement.

In all cases, the CPO shall undertake reasonable efforts to maintain the historical record of tariffs for a period of at least three (3) months. The eMSP may request from the CPO the historical record of tariffs in a given Charging Point and the CPO shall use reasonable efforts to provide the eMSP with the requested history.

10.2 Charge Detail Records

The CPO undertakes to transmit the Charge Detail Records ("CDR") within the time limit defined in the specific terms and conditions

Even if the CPO transmits the price of sessions in the CDR, the CPO undertakes to also transmit in the CDR all the information necessary for the eMSP to be able to recalculate the price of the charging session, on the basis of the information defined in the specific terms and conditions.

The CPO agrees not to invoice, or alternatively to invoice a zero amount, any CDR transmitted beyond the maximum period defined in the specific terms and conditions (and by default 90 calendar days).

10.3 Charging Session Dispute before invoicing

From the date of receipt of a CDR, the eMSP can dispute a charging session with the CPO within a "Dispute time limit for the eMSP" as provided for in specific terms and conditions (and by default 10 calendar days).

Then, from the date of dispute by the eMSP, the CPO can provide a response to this dispute or put this dispute on hold in the case where further analysis is required, within a "Dispute response time limit for the CPO", as provided for in the specific terms and conditions (and by default 10 calendar days).

If the CPO fails to respond or once the "Dispute response time limit for the CPO" has been exceeded, the session associated with the disputed CDR is deemed non-billable, or alternatively billable for free by the CPO.

In the event that the CPO require in the specific terms and conditions that the Connect-Place be the sole means of disputing a CDR, the CPO is not bound to respect its dispute response time limit for responding to a dispute expressed by the eMSP by another means.

Notwithstanding the foregoing, the eMSP shall have the right to dispute CPO's invoices independent from aforementioned charging session dispute process (see Article 10.4 Invoicing).

10.4 Invoicing

Within the framework of this Roaming Agreement, the Charging service delivered to the eMSP by the CPO will be invoiced directly by the CPO to the eMSP, at a frequency defined in the specific terms and conditions (and by default on a monthly basis). Invoicing is performed on the basis of the summaries of data exchanges between the Parties, provided by GIREVE to both Parties on the Connect Place.

The CPO undertakes to invoice the eMSP for a charging session only if the delivery of the service complies with the following conditions:

- The authorisation to access the Charging service has been provided by the eMSP,
- The charging session meets values of duration and energy delivered above the billing threshold possibly defined by the CPO under specific terms and conditions,
- The session or the CDR is not the subject of dispute that has not yet been resolved.

If the eMSP disagree with an invoice, the latter shall notify in writing the CPO before the due date of the invoice and shall provide its arguments for complaint. A disagreement on a given invoice doesn't release the eMSP from its obligation to pay at least the uncontested part of that invoice.

10.5 Added Value Tax (« VAT »)

The CPO undertakes to comply with the tax regulation in force regarding the application of value added tax on the invoices that the CPO issues to the eMSP within the framework of this Roaming Agreement.

In case the principle of VAT reverse charge must be applied by the CPO, the eMSP is responsible for carrying out this reverse charge formality with the tax authorities of its country of establishment.

10.6 Payment

Unless otherwise stated in the specific terms and conditions, payments will be made by bank transfer within thirty (30) days of the date of issuance of the correct invoice.

The eMSP is responsible for collecting the commercial revenues for the subscriptions and charges of its Clients. In no event may the eMSP invoke a failure to collect the subscription or charge price from its Clients to be exempted from making payment due to the CPO.

Except upon motivated protest about an invoice, if the eMSP fails to pay the amounts owed on their due date, this will lead ipso jure and without prior notice to the following:

- these amounts will become immediately payable upon their due date;
- a payment interest equal to the rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage point, will be invoiced and become payable on the day following the due date shown on the invoice;
- the CPO has the right to suspend the provision of its services to the eMSP, until regularization of default of payment by the eMSP.

In any event, the CPO that has issued the unpaid invoice is entitled to claim from the defaulting eMSP a fixed compensation of forty (40) euros for recovery costs.

However, if the recovery costs eventually incurred by the CPO that has issued the unpaid invoice exceed the above-mentioned fixed amount, the CPO will be entitled to obtain additional compensation from the defaulting eMSP, upon presentation of documents evidencing the amounts incurred.

ARTICLE 11. Liability

11.1 General rules

Unless otherwise expressly stated in the specific terms and conditions of roaming, the Parties are bound to have due care in performing all their obligations under the Roaming Agreement and can be held liable only if it is proved that they committed a fault.

The Parties jointly agree that they may be held liable only for the consequences of direct damage and that compensation for indirect damage shall be excluded.

The Parties expressly agree that indirect damage, i.e. damage for which compensation shall be excluded, shall mean loss of turnover, orders, profits, customers, expected gains, commercial damage, damage to brand image, and third party claims.

Each Operator agrees that it shall not take any legal action against GIREVE based on the non-performance or poor performance of the Roaming Agreement by the other Operator.

11.2 Liability exemption

The CPO cannot be held liable for the exclusive action of a third party or an external event in the following cases:

- Improper use of the service by the eMSP's End-Drivers or by a third party in a fraudulent manner;
- Deterioration of vehicles or equipment not provided by the CPO;
- Malfunction of the EVCI of the CPO for a cause not attributable to the CPO and preventing the CPO from providing the service to End-Drivers of the eMSP;
- Unavailability of parking spaces;
- Civil works on the road network, the stations, the electric grid or the telecommunication networks;
- Power outage;
- Loss, failure, partial/total malfunctions or degradation of the GSM/CPRS/3G/GPS signal.

If the events mentioned above lead to the unavailability of one of its Charging Points, the CPO is responsible for promptly updating all information on its EVCI and sending a status update through the GIREVE's platform.

Moreover the CPO does not assume any responsibility for the surveillance of a vehicle being charged and in no circumstances will be held responsible for any deterioration or disappearance not resulting from its action, in particular in the event of vandalism acts during charging and/or parking.

The eMSP cannot be held liable in case the damages or the deteriorations of the EVCI are exclusively caused by the misconduct, neglect or carelessness of its End-Drivers who are obliged to have their own insurance.

ARTICLE 12. Insurance

Each Party shall subscribe and maintain in force for the duration of the Roaming Agreement an insurance policy with a financially sound and reputable insurance company covering all the financial consequences of their professional civil liability. The Parties shall provide an insurance certificate on request.

ARTICLE 13. Legal authorisations

Each of the Parties undertakes to obtain all of the statutory and administrative authorisations it is required to obtain to perform the Roaming Agreement.

ARTICLE 14. Confidentiality

The Parties undertake not to disclose to third parties any information that anyone may consider as confidential and which may come to their knowledge under the Roaming Agreement.

For the avoidance of doubt, the content of this Agreement should be considered as confidential information as between the Parties. However, the parties recognize that GIREVE may be aware of the elements of the agreement that are necessary for it to perform its services.

The Parties undertake to use confidential information only to the extent necessary for the performance of this Agreement.

A Party's confidential information shall not be deemed to include information that (i) is or becomes publicly known other than through any act or omission of the receiving Party, (ii) was in the other Party's lawful possession before the disclosure,

(iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure, (iv) is independently developed by the receiving Party, which independent development can be proven by written evidence.

The Parties shall take all necessary measures to ensure that their employees and/or subcontractors undertake to comply with the same obligations.

If a Party is required by law, by any governmental or other regulatory authority or by a court of other authority of competent jurisdiction to disclose the other Party's confidential information and to the extent that it is legally permitted to do so, it shall give the other Party reasonable notice. The disclosing Party undertakes to consider the reasonable requests of the other Party in relation to the content of such disclosure.

The provisions of this Article shall survive termination of this Agreement, however arising.

ARTICLE 15. Business references

Unless otherwise provided, each Party may use the name or logo of the other Party as a commercial reference in accordance with business practices.

In this respect, each Party authorises the reproduction of its corporate name, brand and logo.

ARTICLE 16. Personal data

The implementation of the Roaming Agreement involves for each party the processing of personal data.

In this context, each Party shall be responsible for carrying out the formalities it is required to carry out under applicable personal data protection laws and regulations, in particular the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the other application national data protection laws in the European Union.

Acting as data controller, each party will implement the obligations under the above-mentioned data protection regulations.

Furthermore, each Party warrants to the other Party the compliance with its obligations under personal data protection laws and regulations.

ARTICLE 17. Compliance

The Parties shall abide by and comply, with all applicable laws, rules and regulations of any relevant governmental or regulatory body, including with respect to applicable anti-bribery and corruption and anti-money laundering laws and regulations, and applicable export control and international economic sanctions laws or regulations.

ARTICLE 18. General terms of termination

In the event of a breach by one Party to its obligations under the Roaming Agreement, not regularized within thirty (30) days of sending a formal notice by On-line notification coupled with a Notification by registered letter with acknowledgment of receipt specifying the breach referring to the present article, the other Party may pronounce ipso jure with immediate effect the termination of the Roaming Agreement without prejudice to any damages and interests to which it could claim by virtue of the present. In the event of termination, the eMSP remains liable for the amounts due to the CPO.

These notifications shall be sent to GIREVE for information as soon as possible by either Party.

The Roaming Agreement may also be terminated by either Party as provided in the specific terms and conditions, if any.

ARTICLE 19. Force majeure

In case of a force majeure event, the performance of this Roaming Agreement will at first be suspended. To this end, the Party concerned must without delay notify the other of the occurrence of the force majeure event. The suspension of the obligations will be limited to the direct effects of the force majeure event.

If a force majeure event lasts for more than two consecutive months, this Roaming Agreement shall automatically be terminated, unless otherwise agreed by the Parties.

A force majeure event means an event beyond the control of one of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the agreement and whose effects could not be avoided by appropriate measures.

ARTICLE 20. Indivisibility

The execution of this Roaming Agreement is conditional on the fact that the Subscription Agreement, which each Operator has entered into with GIREVE, is in force.

This Roaming Agreement shall be terminated as of right in the event where the Subscription Agreement entered into by any of the Operators with GIREVE is terminated, for any reason whatsoever. The Party concerned will be responsible for notifying the other of the occurrence of such termination without delay. This notification shall also be sent to GIREVE for information as soon as possible by either Party.

ARTICLE 21. Assignment

The Roaming Agreement is entered into on *intuitu personae* basis, i.e. it is personal to the Parties, and may not be assigned by a Party in whole or in part, whether or not for consideration, without the other Party's express prior written consent.

ARTICLE 22. Amicable settlement

In case of difficulty of any kind and before any legal proceedings, the Parties undertake to implement a conciliation procedure. The most diligent Party notifies to the other by letter a conciliation meeting request. Each Party shall designate two people, "General Management" level, to attend this meeting. The Parties undertake in good faith to find an amicable solution to their dispute. Decisions made by mutual agreement shall have contractual value. However, if no agreement is reached within a period of one (1) month after this meeting, the Parties will be free to take legal action.

ARTICLE 23. Governing law

This Roaming Agreement shall be governed by French law. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

ARTICLE 24. Jurisdiction

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES THAT CANNOT BE RESOLVED BY THE AMICABLE SETTLEMENT PROCEDURE (ACCORDING TO ARTICLE 22 OF THE GENERAL TERMS AND CONDITIONS) THE COMPETENT COURT OF PARIS (FRANCE) SHALL HAVE SOLE JURISDICTION.