

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 - General information

The Supplier declares that it has a good knowledge of the needs of La Française des Jeux, and is therefore able to fulfil all the obligations of advice, information and warning, with all the due care in its profession and in compliance with best practices, which are required before the start and during the performance of this Contract (hereinafter the "Contract") and/or the service.

These advisory, information and warning services are of essence for La Française des Jeux. La Française des Jeux shall generally provide its full cooperation to enable the Supplier to carry out the order entrusted to it.

2 - Delivery deadline

The Supplier shall deliver the goods, documents, deliverables and/or graphic creations, object of this order, hereinafter referred to as "the Works", to La Française des Jeux on the date agreed and indicated in the purchase order. On this date, the Supplier undertakes to make the goods/Works ordered (in quantity and quality) available to La Française des Jeux at the address indicated in the order.

La Française des Jeux reserves the right to refuse any early delivery made without its prior written consent and in any event, the invoice date shall remain unchanged.

La Française des Jeux shall have the right, if the service to be performed does not comply with what was agreed, to have the service corrected and/or, failing compliance within 8 (eight) days, to terminate the Contract without further formality.

In the event of a delay in the delivery, the performance of the service and/or the delivery of the various deliverables ordered, the Supplier shall pay La Française des Jeux, notwithstanding any damages that may be claimed by La Française des Jeux, 1% of the price of the supplies per business day of delay during the first four weeks and thereafter, it shall be increased to 2% per business day of delay – except in the case of force majeure or an event attributable to La Française des Jeux, or agreement of La Française des Jeux. This penalty will automatically apply upon sending a formal notice to the Supplier's registered office, without prior notice or legal proceedings and without prejudice to the application of Article 11 below.

3 - Shipments

Unless otherwise stipulated in the order, the transport and insurance of the goods transported/works to the address indicated in the order are the responsibility of the Supplier.

Any shipment sent to La Française des Jeux shall be the subject of a consignment note drawn up by the Supplier containing all the information necessary to identify the packages (including order reference, nature and quantity of goods/works, name of carrier). Any certificates of conformity and reports of the checks carried out by the Supplier, necessary for the acceptance of the goods, shall also be included in the packaging.

4 - Transfer of ownership. Transfer of risks

The transfer of ownership shall be carried out in accordance with the ordinary law for sale of goods, unless La Française des Jeux has expressly accepted a retention of title clause.

Risks shall be transferred upon delivery of the goods to the agreed address, or otherwise upon collection at the Supplier's premises.

5 - Prices

Unless otherwise specified in the order, the prices mentioned therein are firm and final.

6 - Invoicing

Invoicing address: invoices shall specify the address of La Française des Jeux's registered office, 3-7 Quai du Point du jour, 92650 Boulogne-Billancourt Cedex, and bear the number of the purchase order concerned or, failing that, the name of the Supplier's contact person at La Française des Jeux.

Sending invoices: all invoices must be uploaded on the La Française des Jeux paperless invoice platform, which allows better traceability for the supplier, who knows in real time when the invoice was received, processed and paid.

The use of this platform requires acceptance of the invitation sent by La Française des Jeux to create an account, and to connect to it. If the Supplier has not yet received an invitation to use the FDJ/Tradeshift platform, it must contact assistanceTS@lfdj.com.

If the use of this platform is impossible for material reasons, and following the agreement of assistanceTS@lfdj.com, the Supplier may send its invoices by post to: La Française des Jeux, Comptabilité Fournisseurs, TSA 21837, 59779 Lille Cedex 9.

7 - Payment

Any invoice is payable, by wire transfer to the bank account designated by Service Provider, within the end of the month in which the 30th calendar day following the date of the invoice occurs. Any change in bank details must be notified by registered letter with acknowledgement of receipt with a minimum notice period of two (2) months.

In accordance with the provisions of Article 441-6 of the French Commercial Code, any late payment shall result in invoicing by the injured party to the defaulting party of late payment penalties calculated at the rate of three times the French legal interest rate. These penalties, payable without a reminder being necessary, shall run from the first day of exceeding the deadline until the day of the actual credit to the account of the injured party.

Furthermore, in the event of late payment, the defaulting party shall be fully liable to the injured party for a fixed compensation for recovery costs of forty euros (Article D 441-5 of the French Commercial Code).

8 - Ownership

In the case of creations protected under intellectual property, the Supplier shall transfer, in return for the price agreed and stated in the purchase order, on the one hand, the material property of the Works and, on the other hand, without exception or reservation, for the whole world and for the legal duration of the protection of intellectual property rights, all of its intellectual property rights attached to the Works carried out. The rights thus assigned comprising the entire copyright, in whatever form and by any means whatsoever (and in particular by any telecommunications networks) include, in particular, the entire right of reproduction, the entire right of representation, the entire right of adaptation, all of the secondary rights and all of the derivative rights regardless of the medium (in particular, reproduction in large numbers of the Works on all media, particularly digital, analogue, magnetic or paper, etc.) and generally, all the copyrights on the Works.

In any event, the Supplier undertakes to ensure that the assignment of its intellectual property rights entails transfer of the full ownership of the abovementioned copyrights and that these copyrights do not infringe, in whole or in part, any third-party rights and are not encumbered by any security or other restriction on the right of ownership.

Thus, the Supplier undertakes to indemnify La Française des Jeux in full and at all times against any damage, direct or indirect, that it may suffer as a result of such claims and actions, including all legal and consultancy fees.

9 - Confidentiality

From the date of its consultation and until five years after the end of the service for whatever reason, the Supplier undertakes to keep confidential any information and documents relating to La Française des Jeux, of any type whatsoever, including commercial, technical and financial, to which it has had access. The Supplier formally undertakes to maintain, and ensure its employees and any person likely to act on its behalf maintain, absolute discretion vis-à-vis all the information and technical data that it may collect. To this end, the Supplier undertakes to have any agent and/or participant sign a document certifying said undertaking.

10 - Prevention plan

The Supplier is informed that, for any intervention on a La Française des Jeux site, it must in particular ensure that it:

- Drafts a prevention plan with La Française des Jeux, signs it and enforces it;
- Enforces the safety instructions of La Française des Jeux (prevention plan, internal regulations, code of conduct, and other safety instructions or rules in force on the site concerned);
- Systematically escalates to the Safety Prevention Officer of the site concerned (Site Administration Manager or Safety Manager) any hazardous situations encountered.

The prevention plan must be updated at least once per year. The Parties are obliged to sign said plan before the start of the on-site service.

11 - Guarantee

In the case of goods, and unless otherwise expressly stated on the purchase order, the Supplier warrants that the goods delivered to La Française des Jeux comply with the order for a period of twelve (12) months from their delivery date.

During the warranty period, the Supplier undertakes to replace at its own expense the goods or parts used in its manufacture that have been proven to be defective or whose properties have been altered.

The costs incurred in exchanging the goods or parts recognised as defective shall be borne by the Supplier, namely the packaging and transport of the defective equipment to its repair premises and new or repaired equipment to the address indicated by La Française des Jeux.

If the Supplier proves unable to execute this clause, La Française des Jeux reserves the right to have the necessary works carried out at the Supplier's expense, without prejudice to the application of the termination clause.

12 - Supplier's personnel

The Supplier's personnel, and any person likely to act on its behalf within the framework of the mission, shall in any event remain under the civil liability of the Supplier.

In the event of intervention by the Supplier on the La Française des Jeux sites, the Supplier's agent must comply with the Internal Regulations, the safety standards in force in the La Française des Jeux establishment where it carries out its mission.

The agent appointed by the Supplier to perform services on the La Française des Jeux sites remains under the exclusive subordination of the Supplier, the only employer authorised to give orders and control the work carried out by its employees.

The Supplier declares that it has validly carried out all formalities of membership and registration in its capacity as a company. In this respect, the Supplier declares and warrants to La Française des Jeux that it is registered with all competent bodies, including social welfare bodies, all required administrations and institutions and, in particular, with the URSSAF for the proper performance of the missions entrusted to it under the terms of the Contract.

The formalities carried out in accordance with the provisions of this article as well as all registration formalities required prior to the conclusion of the Contract expressly cover all the services that will be entrusted to the Supplier under the terms of the Contract.

The Supplier thus undertakes to comply with all the provisions of the French Labour Code relating to combating undeclared work and the employment of foreign workers. As such, the Supplier undertakes to provide La Française des Jeux with all documents and information relating to combating undeclared work and the employment of foreigners without a work permit, pursuant to Articles L.8221-3 et seq. and L.8254-1 et seq. of the French Labour Code, prior to the conclusion of the Contract and then every six (6) months until the end of the performance of the Contract.

13 - Insurance

The Supplier declares that it has taken out sufficient insurance to cover its civil liability, including that of its staff and/or any person acting on its behalf.

14 - CSR - Responsible Development

The Supplier shall ensure strict compliance with the regulatory and legal framework, both internally and externally. It also undertakes to share its experiences in the concrete implementation of environmental, social and societal measures. The Supplier undertakes, in its relations with La Française des Jeux and its other stakeholders, to implement actions in connection with the commitments of the Responsible Supplier Relations Charter.

15 - Termination

In the event of a breach by one of the parties of its obligations, the other party may automatically terminate the Contract without further formality 8 (eight) days after notification, remaining in whole or in part without effect, made by registered letter with acknowledgement of receipt, without prejudice to any damages or penalties.

16 - Interpretation

If the order has been issued within the framework of the execution of a contract concluded between the Parties, the provisions of said contract shall prevail over these general terms and conditions of purchase and the Supplier's general terms and conditions of sale. The general terms and conditions of purchase will then only apply as a supplement in the absence of specific provisions provided for in said contract.

In the absence of a contract and in case of discrepancy between these general terms and conditions of purchase and the Supplier's general terms and conditions of sale, the clauses concerned shall have no effect and the ordinary law shall be applied, without, moreover, the validity of the order being called into question.

17 - References

Any use by either Party of the other Party's trade name or trademark is prohibited, unless the latter has given its prior written consent.

18 - Subcontracting

The Supplier may not subcontract the mission in whole or in part.

Exceptionally, if this were the case, it should first seek the express authorisation of La Française des Jeux to proceed and provide it in particular with the documents and information referred to in the article "Supplier's Personnel" herein concerning its subcontractor, so that La Française des Jeux is able to verify the regularity of this subcontracting in accordance with its duty of care.

The acceptance by La Française des Jeux of the Supplier's use of a subcontractor cannot, in any way, have the effect of reducing or exonerating in any manner the Supplier's liability vis-à-vis La Française des Jeux for its obligations under the Contract.

The subcontractors approved by La Française des Jeux will be placed under the direct responsibility of the Supplier. The Supplier shall guarantee the successful completion of the services that the subcontractors perform and will ensure the payment of their respective services. To this end, the Supplier guarantees La Française des Jeux on first request in the event that a subcontractor of the Supplier requests direct payment from La Française des Jeux for the works said subcontractor has carried out in this capacity.

This subcontracting will be governed by the French law of 31 December 1975 on subcontracting.

19 - Assignment of obligations

Under no circumstances may the Supplier's obligations be assigned in whole or in part, for a consideration or free of charge, without the prior written consent of La Française des Jeux.

20 - Ethics and fight against corruption

Each Party declares having a zero tolerance policy with respect to fraud and corruption, and being committed to conducting its business in an ethically appropriate, fair and professional manner.

Each Party shall:

- (a) Not, directly or indirectly, offer, give, promise or agree to give, nor authorise, solicit, or accept any undue gift or undue of any kind (financial or otherwise);
- (b) Comply at all times with all legislation and regulations relating to anti-bribery, anti-corruption, fraud and other illegal business practices;
- (c) Establish, implement and update adequate policies and procedures on business ethics, including for prevention of bribery, corruption and conflicts of interest;
- (d) Inform the other Party without delay of any event of which it may be aware that could constitute an undue gift or benefit of any kind (financial or otherwise), and immediately take the necessary measures to remedy the situation;

- (e) Provide all necessary assistance needed by the other Party for it to comply with a request from a duly authorised anti-corruption authority.

Each Party shall ensure that any natural or legal person, in relation to it and who participates in the performance of obligations within the framework of the relationship between the Parties or in relation thereto, complies with conditions equivalent to those imposed on the Parties in this article. Each Party is responsible for compliance with and execution of these conditions by such persons and is directly liable to the other Party for any breach of any of these conditions.

Any failure of a Party to comply with a stipulation of this article shall be considered a material breach of the Contract and of any other agreement entered into between the Parties, authorising the other Party to terminate forthwith the Contract and all other agreements entered into between the Parties, by sending a notification by registered letter with acknowledgement of receipt, with full liability assumed by the defaulting Party and without this providing a right to compensation for this latter, and without prejudice to the damages that the other Party would be entitled to claim.

Each Party undertakes to provide the other Party, at its request, with any information or document evidencing its strict compliance with the obligations stipulated in this article.

21 - Force Majeure

The parties shall not be liable for delays or non-performance caused by a case of force majeure within the meaning of French law.

22- Address for service and jurisdiction

The Parties' service addresses shall be their respective registered offices.

These general terms and conditions of purchase are governed by French law and shall be interpreted and enforced in accordance with the same law, without regards to its conflict of law provisions and/or any applicable international conventions.

In the event of a dispute arising in connection with the performance, interpretation or termination hereof, the parties shall undertake a preliminary phase of mediation with the internal mediator of La Française des Jeux for a period of thirty days, renewable once for another thirty days starting from the day the dispute was referred to the mediator by e-mail at the following address: mediation@lfdj.com.

In the event that no amicable solution can be reached during the aforementioned mediation phase, the parties agree to submit any dispute that may arise in connection with the performance, interpretation and/or termination hereof, to the competent courts of Nanterre (France), notwithstanding any plurality of defendants or claims for guarantee, even for emergency attachment proceedings, interim or ex-parte injunction proceedings.

The provisions of this article do not preclude the right of each party to terminate the Contract for breach under the conditions set out in the article "Termination" and/or to exercise any interim, interlocutory or summary measures or proceedings at any time – even if the mediation procedure has not started, has not been completed or is still in progress.

23 - Personal data

23.1- Processing personal data

In the context of supplier management, La Française des Jeux implements computerized processing of personal data for the purpose of carrying out administrative operations related to supplier referencing, contracts, orders, receipts, invoices, payments, and accounting for supplier account management.

The data is kept by La Française des Jeux in accordance with the applicable legal provisions, in particular the articles of the Commercial Code. This information may be transmitted to subcontractors of La Française des Jeux for internal processing purposes, as well as to any competent authorities or organisations.

According to the legal and regulatory provisions applicable to personal data, you have the right to oppose, access, portability, rectify, limit and delete your data. You can exercise your rights by writing to: dpo@lfdj.com.

For more information on personal data and your rights, you can also consult the website of the Commission Nationale de l'Informatique et des Libertés.

23.2- Subcontracting commitment

The Supplier guarantees that it complies with French and European legislation on the protection of personal data, and in particular with the French Data Protection Act (Act No. 78-17 of 6 January 1978 as amended) as well as Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016.

As such, the Supplier undertakes to:

- a. process personal data exclusively on behalf of the Customer and in accordance with the Customer's instructions for the sole purpose of performing the services and/or services entrusted to it under this order and the Contract. The purpose of the processing, the type of data and the categories of data subjects concerned by said processing shall be specified in accordance with the appendix hereto;
- b. not use, in any way whatsoever, for its benefit or for the benefit of a third party, or extract, make available, transmit or transfer, free of charge or for a consideration, all or part of the data to third parties who are not authorised by the Customer;
- c. implement any measures to ensure that its members of staff accessing the data are subject to and comply with an obligation of confidentiality with regard to the Customer's data;
- d. implement all appropriate technical and organisational measures to ensure a level of security appropriate to the risks. These measures may include: (i) the pseudonymisation and encryption of data; (ii) the establishment of means to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services; (iii) the establishment of means to restore the availability of

data and access to data within appropriate time limits in the event of physical and technical incidents; (iv) the implementation of a procedure for regularly testing, analysing and assessing the effectiveness of technical and organisational measures to ensure the security of data processing.

The technical and organisational measures implemented for the performance of this service must be specified prior to the signing of the Contract.

APPENDIX - PERSONAL DATA

1- Nature and purpose of the Personal Data processing subject to subcontracting:

When the Supplier provides the service that is the subject of the Contract, it is required to process the Personal Data. The operations carried out on said data are likely to allow [COMPLETE: hosting, backup, provision of the Service, etc.].

The purpose(s) of the processing is(are):

- Recruitment management
- Customer management
- Satisfaction survey
- [...]

2- Type of Personal Data processed:

The Supplier, as part of its subcontracting activity, is required to process the following data:

Type of personal data	Category of personal data	
Current data	Civil status: Identity <input type="checkbox"/>	
	Identification data <input type="checkbox"/>	
	Other, specify: <input type="checkbox"/>	
	Personal life:	
	Lifestyle habits <input type="checkbox"/>	
	Family situation <input type="checkbox"/>	
	Other, specify: <input type="checkbox"/>	
	EXCLUDING SENSITIVE OR DANGEROUS DATA	
	Working life:	
	CV <input type="checkbox"/>	
Schooling <input type="checkbox"/>		
Vocational training <input type="checkbox"/>		
Distinctions <input type="checkbox"/>		
Other, specify: <input type="checkbox"/>		

	Economic and financial information: Income <input type="checkbox"/> Financial situation <input type="checkbox"/> Tax situation <input type="checkbox"/> Other, specify:
Data perceived as sensitive	NIR (national registration number) <input type="checkbox"/> Biometric data <input type="checkbox"/> Bank details <input type="checkbox"/>
Sensitive data within the meaning of the provisions in force	Opinions: Philosophical <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Trade Union <input type="checkbox"/>
	Sex life: Sex life <input type="checkbox"/> Relating to sex life <input type="checkbox"/>
	Health: Health data <input type="checkbox"/> Relating to health <input type="checkbox"/>
	Origins: Racial <input type="checkbox"/> Ethnic <input type="checkbox"/>
	Police, Law: Offences <input type="checkbox"/> Convictions <input type="checkbox"/> Security measures <input type="checkbox"/>

3- Category of data subjects:

The Personal Data described above concern [COMPLETE: employees, customers, prospects, etc.]

4- Security and hosting - Technical and organisational measures:

a. Certifications:

The Supplier undertakes to have the following certifications for the scope concerned by the Contract:

- ISO 27001

The Supplier undertakes:

- To maintain these certifications throughout the term of the Contract. If necessary, and without delay, it undertakes to notify the Customer of the loss thereof;
- To communicate to the Customer, without delay, any change to the Contract vis-à-vis the Supplier's level of skills, organisational and technological management or level of skills, organisational and technological management or security context (for example, a change in the storage location of servers and back-up servers or technology change, etc.).

b. Hosting:

The Supplier undertakes to ensure compliance with the security and confidentiality of the data and content hosted by it, and ensures the implementation of the Customer's data security measures in compliance with the security requirements in accordance with best practice and the requirements set out in the Contract, and in particular:

- All servers used for hosting are located in a clean room that meets the thermal, hygrometric and water and fire damage protection constraints;
- Access to the hosting premises is limited, through the use of a magnetic badge;
- A remote monitoring system has been implemented for the hosting premises, in addition to a set of alert and security procedures;
- A hardware firewall system has been set up upstream of each server in order to control its access. A log of abnormal events makes it possible to inform the service supervisor by e-mail.

The Supplier undertakes to ensure that access to the services is secure so as to permanently protect all the Customer's data that need to circulate through the systems for the purpose of using the services against third parties or other users who are not authorised to have knowledge thereof.

c. Absence of malware:

The Supplier warrants that the software, solution and/or services are free from any breach of security and viruses or any other malicious computer program, such as, but not limited to, worms and/or Trojan horses. Before any delivery of the software, solution and/or services to the Customer, the Supplier undertakes to detect viruses using the latest available version of recognised detection tools on the market...

d. Procedure for assigning and renewing passwords:

The Supplier sends the Customer personal and confidential usernames and passwords allowing it access to the services. In the event of loss or misappropriation of a username or password, a procedure for assigning a new username and/or new password shall be implemented. The Supplier undertakes to ensure that the password management procedure complies with the recommendations of the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority) indicated in the two "Privacy Risk Management" guides accessible on the CNIL website.

APPENDIX - REPORT

The purpose of the Report is to monitor compliance with the processor's obligations relating to Personal Data protection, in accordance with the legal and regulatory provisions in force.

The Report must be sent to the Customer on first request and during the term of the Contract.

In the event that the Customer, following the Report, finds a breach of the contractual obligations incumbent on the Supplier in terms of Personal Data and the provisions in force, it may terminate the Contract in accordance with the provisions of Article 15 hereof.

- Do you confirm that you have processed data only on behalf of the Customer and on these instructions?

YES
NO

If not, specify the reason:

- Do you confirm that you do not use the Customer's Personal Data in any way whatsoever for your benefit or for the benefit of a third party (partner, etc.)?

YES
NO
- Do you confirm that you do not extract, make available, transmit or transfer, free of charge or for a consideration, the Customer's Personal Data to unauthorised third parties?

YES
NO
- Do you confirm that the members of your staff accessing the Customer's Personal Data, including newcomers, have read these contractual commitments and comply with a confidentiality obligation?

YES
NO

Specify the number of persons accessing the Customer's Personal Data:

Specify the new measures/abandoned measures:

- Do you confirm that you have implemented, and maintain, the appropriate technical and organisational measures to ensure a level of security appropriate to the risks in accordance with the requirements issued by the Commission Nationale Informatique et Libertés?

YES **NO**

Specify the measures implemented (pseudonymisation, means to ensure availability, etc.):

- Do you confirm that you have informed the Customer, as soon as possible, if a change, modification or incident has occurred concerning you and which may impact the processing of personal data and/or the services provided?

YES **NO**

If not, specify the reason and nature of the change. If necessary, provide all relevant documents to justify:

- Do you confirm that no Data breach, within the meaning of the GDPR, has occurred without you informing the Customer in accordance with the provisions in force?

YES **NO**

If not, specify by providing all relevant information in accordance with Article 23 "Personal Data" f. hereof:

- Do you confirm that you have taken into account all requests from the Customer to assist it in modifications or exercising the right of individuals within the time limit allowing said Customer to comply with its obligations?

YES **NO**

Customer requests for modification, correction, updating, deletion	Requests relating to exercising the right of individuals
Requests made:	Requests made
Actions carried out/Submitted documents	Responses provided:

- Do you confirm that you have worked with the Customer whenever requested in order to fulfil its legal obligations and/or to prove compliance with them?

YES **NO**

Requests made by the Customer	
Responses provided/Submitted documents	

- Do you confirm that no Personal Data of the Customer is transferred outside the European Union, within the meaning of the GDPR?

YES **NO**
- Do you confirm that your processing register is up to date?

YES **NO**

If not, please specify the reasons and time limit for updating:

- Do you confirm that you have requested the Customer's written consent prior to the addition or modification of any of the processors?

YES **NO**
- Do you confirm that you apply the same commitments to all your processors?

YES **NO**

- Do you confirm that the processors present sufficient security guarantees in accordance with the Security Insurance Plan and/or the requirements issued by the CNIL?

YES **NO**

If you do not meet one of these conditions, please specify.