

GENERAL CONDITIONS OF USE AND SALE APPLICABLE TO LISTED PROFESSIONALS

This document is a translation of a French document. This translation is provided for information purposes only. The final version is the one in French.

PREAMBLE

These general terms and conditions of use and sale (hereinafter "the CGUV applicable to Listed Professionals ") apply to the terms of use of the site www.infogreffe.mesobligations.fr (hereinafter the "Site") and to the terms of access by Listed Professionals to the Services (as this term is defined hereinafter) accessible via the Site and in particular, as such, to the terms of order of these Services by Listed Professionals

The Site and Services are operated by Legaware (a simplified joint stock company with a capital of €1,084, whose registered office is located at 4 Rue des Saussaies, 75008 Paris, registered in the Paris Trade and Companies Register under number 820 434 587, individual VAT number: FR68820434587, LEGAWARE being subject to VAT .

The legal notices of the Site are accessible here: <https://www.infogreffe.mesobligations.fr/en/inf-mentions-legales>

The ordering of Services by Listed Professionals is subject to the consultation, prior acceptance and full compliance by Listed Professionals of these CGUV applicable to Listed Professionals.

DEFINITIONS

In these GCUVs applicable to Listed Professionals, words or expressions beginning with a capital letter have the following meaning:

- Listed Professional: means the persons identified in article 2.1.1 below who can subscribe to the Services and, as such, be referred to the Site;
- Services: means the services identified in Section 2 below ;
- Site: refers to the present website, which is accessible at the following address: <http://www.infogreffe.mesobligations.fr/en/>
- User: refers to persons other than Listed Professionals, who use the Site in order to subscribe to the services offered by Legaware and to the services offered by Listed Professionals via the Site, as described in the general conditions of use and sale specific to Users accessible [here](#), Users thus having the vocation to be clients of Legaware or Listed Professionals .

ARTICLE 1 - ACCESS TO THE SITE AND SERVICES

It is expressly stipulated that access to the Services is reserved for the Listed Professionals identified in article 2.1.1, 1° below who, in addition, have the status of "professional" within the meaning of the preliminary article 3° of the Consumer Code, i.e. on the date of the present document, "any individual or legal entity, public or private, who is acting for purposes within the scope of his or her commercial, industrial, artisanal, liberal or agricultural activity, including when he or she is acting in the name of, or on behalf of, another professional.

Access to the Services is reserved for Listed Professionals who are professionals within the meaning of article 3° of the French Consumer Code, in view of the specific nature of the Services, which are intended for professionals within the meaning of article 3° of the French Consumer Code, and which are more fully described in article 2 below, consisting of a referencing service on the Site allowing Listed Professionals to place on the Site offers of products or services intended for Users wishing to subscribe to a service of accompaniment by a Listed Professional in their compliance with their legal obligations (these offers of products or services being more fully described in article 2.1.1, 2° hereafter, or in a service of distribution by the Listed Professionals of contents related to their activity to the Users, the Services having to be subscribed by professionals (within the meaning of the preliminary article, 3° of the Code of consumption) acting within the framework of their main activity.

In this respect, it is reminded that, within the framework of the present CGUV applicable to Listed Professionals , the Listed Professional (and, in the plural, the Listed Professionals, to which reference is made in the present CGUV applicable to Listed

Professionals) refers exclusively to the Listed Professionals identified in article 2.1.1 1° hereafter and having, moreover, the quality of professional within the meaning of article 3° of the French Code of consumption.

With this in mind, the following are the other terms and conditions for accessing the Services.

The consultation of the Site is accessible to any Listed Professional with internet access. All costs relating to access to the Site, whether hardware, software or Internet access costs are exclusively the responsibility of the Listed Professional. The Listed Professional is solely responsible for the proper functioning of his or her computer equipment and Internet access.

Access to the Services requires the Listed Professional to register on the Site and create an account in his or her name, giving him or her access to a personal space allowing him or her to manage his or her use of the Services.

The use of the Site and the creation of an account implies the Listed Professional's full and unreserved adherence to the present CGUV applicable to Listed Professionals, to the exclusion of any other contractual provision, in particular any general conditions of purchase of the Listed Professional. Legaware reserves the right to refuse access to the Services to any Listed Professional who does not comply with the present CGUV applicable to Listed Professionals. Acceptance of the CGUV applicable to Listed Professionals and, consequently, access to the Services, implies that the Listed Professional has full legal and civil capacity.

When creating this account, the Listed Professional agrees to provide accurate and up-to-date information. To do this, the Listed Professional is asked to provide the following mandatory information:

- (i) for individuals: name, first name, e-mail, password;
- (ii) for legal entities: company name, name and surname of the person acting for the legal entity, e-mail, password

Once the form dedicated to the creation of the account is completed, the information is verified by Legaware. Once the account is validated, an email is sent to the Listed Professional containing hyperlinks to the present CGUV applicable to Listed Professionals and the Privacy Policy applicable to Listed Professionals (as this term is defined in article 3 below).

The Listed Professional undertakes to update the information concerning him/her in the personal space of his/her account, in the event of changes in this information.

The Listed Professional can access his personal space to which his account gives him access after having identified himself using his login and password. The Listed Professional is responsible for maintaining the confidentiality of his login and password. The Listed Professional must immediately contact Legaware (at the address identified in article 5 below) if he/she notices that his/her account has been used without his/her knowledge. The Listed Professional is also prohibited from assigning, conceding or transferring to a third party all or part of his rights and obligations arising from the present contract.

For information purposes and without any commitment on the part of Legaware, it is indicated that the Website is accessible 24 hours a day, 7 days a week, except in cases of force majeure, fortuitous event or the act of a third party, such as those usually retained and defined by the jurisprudence of French courts. Similarly, Legaware reserves the right to interrupt the Website for any technical maintenance necessary for the proper functioning of the Website and related materials, or to update the Website or for any other reason.

Legaware also reserves the right to suspend, interrupt or limit access to all or part of the Site at any time and for any length of time (including any permanent cessation) without prior notice. The Listed Professional is informed that Legaware may terminate or modify the characteristics of the Services.

Legaware is not bound by any obligation of result concerning the accessibility of the Site and is in no way responsible for interruptions and the consequences that may result from them.

ARTICLE 2 - CHARACTERISTICS OF THE SERVICES - PRICES

The Services are identified below.

2.1 Service of submission of offers by Listed Professionals and giving the possibility to Listed Professionals to answer questions asked by a User

This Service allows Listed Professionals, according to the terms and conditions stipulated in this article 2.1 (i) to be referenced on the Site (ii) and, as such, to post, for the benefit of Users, offers of products or services to assist in the compliance of the User by a Listed Professional and to answer questions put to them by Users (iii) the Site thus allowing a connection between Users and Listed Professionals in respect of offers of products or services proposed by Listed Professionals.

2.1.1 Quality of the persons authorized to submit an offer of products or services, description of the service of setting in relation

1° The quality of persons authorized to submit an offer of products or services, i.e. the quality of Listed Professionals, must be as follows in order to be able to submit an offer of products or services as a Listed Professional, it is necessary to (i) be a professional carrying out an activity related to legal and regulatory compliance (ii) have a valid SIRET number (iii) have been carrying out their professional activity for at least three (3) years (iv) and be identifiable by means of a website or a personalized graphic charter;

The offers of products or services are thus deposited by "professionals" within the meaning of the regulations in force.

2° The description of the service of putting the User in contact with a Listed Professional within the framework of a support of the User in the setting in conformity by a Listed Professional, as well as the nature and the object of the contracts of which they allow the conclusion are the following:

- a) The description of the service of putting the User in contact with a Listed Professional within the framework of an accompaniment in the setting in conformity by a Listed Professional is the following: the Site allows the Users to consult the offers of products or services deposited by the Listed Professionals and the Listed Professionals can deposit the following offers of products or services:
 - (i) Offers of services enabling the User to comply with its legal obligations on a given subject, for a given period;
 - (ii) Offers of products allowing the User to comply with his legal obligations on a given subject, for a given period of time;

These offers are intended for the Users of the Site.

The Site thus allows Users to consult the offers of Listed Professionals.

b) The purpose of the contracts for which this service of putting the User in contact with a Listed Professional allows the conclusion is the following: conclusion of contracts allowing the delivery by the Listed Professional to the User of the services or products identified in (a) above.

(2° bis) In addition, the User who has created an account and is logged in, has the possibility to ask a question to a Listed Professional. For each question asked, the User is asked to fill in certain fields (subject, telephone number, time slots to be contacted if necessary, content of the question). Once the fields are filled in and validated, a notification is sent to the Listed Professional. The Listed Professional can consult the question by logging into his dedicated space and can decide to accept or refuse the question. If the Listed Professional accepts the question, then the latter has access to the information provided by the User, as well as to the profiling information of the company in question and can contact the User if he/she so wishes in order to answer his/her question more precisely. This ability for the User to ask questions to the Listed Professionals is free for the User.

3° Concerning the price of the referral services or the method of calculating this price, as well as the price of any additional paid service, it is specified that the price for the User for any offer of products or services proposed by a Listed Professional is as follows: the price of each offer of products or services proposed by a Listed Professional is visible from the insert dedicated on the Site to the Listed Professional and is set by the Listed Professional.

This displayed price is exclusive of tax (HT) and/or inclusive of all taxes (TTC) and includes Legaware's service fees and remuneration which will be invoiced by Legaware to the Listed Professional. Article 2.1.1, 3° bis, hereafter identifies further the other rules related to the price charged by the Listed Professional and applicable to the User.

These service fees and Legaware's remuneration invoiced by Legaware to the Listed Professionals (and included in the price proposed by the Listed Professional to the User) and then deducted by Legaware from the price of the service invoiced by the Listed Professional to the User (in accordance with 4° hereafter) in respect of the services provided by the Listed Professionals to the Users are as follows:

In order to be able to subscribe to the service of submitting offers and to be able to answer questions asked by Users, Listed Professionals must subscribe to one of the offers identified [here](#), which also identify their respective prices, . The subscription of these offers allows Listed Professionals to submit their offers of products or services and to be able to answer questions asked by Users according to the following financial terms and conditions:

- (i) Concerning the Listed Professionals exercising the regulated profession of lawyer, notary or chartered accountant: fixed fees related to the management of the platform accessible via the Website are invoiced by Legaware to the

Listed Professional as follows and then deducted by Legaware from the price of the service invoiced by the Listed Professional to the User (in accordance with 4° hereafter) in the following manner:

- 29 euros without VAT or 34.80 euros including VAT if the amount of the Listed Professional's offer is less than 500 euros without VAT or 600 euros including VAT
 - 49 euros without VAT or 58.80 euros including VAT if the amount of the Listed Professional's offer is between 500 and 1,000 euros without VAT or between 600 and 1,200 euros including VAT
 - 89 euros (excluding VAT) or 106.80 euros (including VAT) if the amount of the Listed Professional's offer is between (i) an amount greater than 1,000 euros (excluding VAT) or 1,200 euros (including VAT) and (ii) 2,000 euros (excluding VAT) or 2,400 euros (including VAT)
 - 189 euros (excluding VAT) or 226.80 euros (including VAT) if the amount of the Listed Professional's offer is between (i) an amount greater than 2,000 euros (excluding VAT) or 2,400 euros (including VAT) and (ii) 3,000 euros (excluding VAT) or 3,600 euros (including VAT)
 - 289 euros before tax, i.e. 346.80 euros including tax, if the amount of the Listed Professional's offer is between (i) an amount greater than 3,000 euros before tax, i.e. 3,600 euros including tax and (ii) 4,000 euros before tax, i.e. 4,800 euros including tax
 - 389 euros before tax, i.e. 466.80 euros including tax, if the amount of the Listed Professional's offer is between (i) an amount greater than 4,000 euros before tax, i.e. 4,800 euros including tax and (ii) 5,000 euros before tax, i.e. 6,000 euros including tax
 - 549 euros before tax, i.e. 658.80 euros including tax, if the amount of the Listed Professional's offer is higher than 5,000 euros before tax, i.e. 6,000 euros including tax
- (ii) Concerning Listed Professionals other than those identified above: the amount invoiced by Legaware to the Listed Professional and then deducted by Legaware from the price of the service invoiced by the Listed Professional to the User (in accordance with 4° hereafter) corresponds to a percentage of fifteen percent (15%) of the amount of the Listed Professional's product or service offer, unless specific conditions have been established between Legaware and the Listed Professional.
- (iii) In addition to the sums identified above, Listed Professionals wishing to be able to answer a question asked by a User and to obtain the characteristics of a company or establishment concerned by the question asked, are charged a set-up fee of €30 excluding VAT, i.e. €36 including VAT, per question concerning which the Listed Professional wishes to answer and, in this context, to obtain the characteristics of the company or establishment concerned. These amounts are directly invoiced by Legaware to the Listed Professional and are not deducted from the amounts invoiced by the Listed Professional to the User.

Where necessary, it is specified that if the Listed Professionals identified in (i) and (ii) above have different tariff conditions applied, it is because the professional rules applicable to the Listed Professionals in (i) above do not allow the tariff conditions identified in (ii) to be implemented.

It is specified that, in the event that the connection between the User and the Listed Professional does not result in the invoicing of a product or service between the User and the Listed Professional, no remuneration is due by the Listed Professional to Legaware for the elements identified in (i) and (ii) above and, consequently, taken by Legaware (except for the sums identified in (iii) above and the sums identified [here](#), for the subscription of its offer by the Listed Professional, which are due in any case, even if the referral does not lead to the invoicing of products or services between the User and the Listed Professional).

It is specified that Legaware reserves the right to modify the rates and pricing terms identified in (i) (ii) and (iii) above.

3° (bis) As regards the payments made by the User, via Legaware, to the Listed Professional and, as regards the sums to be collected by Legaware and the deduction made by Legaware for this purpose (in accordance with 4° hereafter) from the sums invoiced by the Listed Professional to the User, the following procedure shall apply

- (i) With respect to the Listed Professional's services identified in 2° (a) above:
- (a) **If the duration of the service provided by the Listed Professional is equal to or less than three (3) months:** the User pays the full amount of the service via the platform accessible via the Website. This amount includes the Listed Professional's remuneration and the sums due to Legaware (as identified above in 3° (i) and (ii)). Once the service is reported as delivered by both the Listed Professional and the User, the amount corresponding to the Listed Professional's remuneration is transferred by Legaware to the Listed Professional's bank account (Legaware deducting from the price paid by the User the sums due to Legaware in accordance with the aforementioned stipulations and in accordance with 4° hereafter) ;

- (b) **If the duration of the services provided by the Listed Professional is more than 3 (three) months:** the User pays a deposit of 30% (thirty percent) via the platform accessible on the Site. This amount includes the Listed Professional's remuneration, in proportion to 30% (thirty percent) of the service performed, and the sums due to Legaware (as identified above in 3° (i) and (ii)). Once the service is reported as delivered by both the Listed Professional and the User, the amount corresponding to the Listed Professional's remuneration is transferred by Legaware to the Listed Professional's bank account (Legaware deducting from the price paid by the User the sums due to Legaware in accordance with the aforementioned stipulations and in accordance with 4° hereafter)). Regarding the remaining seventy percent (70%) of the service, these will be transferred directly by the User to the Listed Professional upon presentation of an invoice from the Listed Professional, or according to a schedule agreed upon between the User and the Listed Professional.
- (ii) Concerning the sales of products made by the Listed Professional identified in 2° (a) above: the User pays the full amount of the product via the platform accessible on the Website. This amount includes the Listed Professional's remuneration and the sums due to Legaware (as identified in 3° (i) and (ii) above). Once the product is delivered, the amount corresponding to the Listed Professional's remuneration is transferred by Legaware to the Listed Professional's bank account (Legaware deducting from the price paid by the User the sums due to Legaware in accordance with the aforementioned stipulations and in accordance with 4° hereafter).
- (iii) Regarding the sums due by the Listed Professional under 3° (iii) above, and under the subscription by the Listed Professional of the offers listed [here](#), these sums will be invoiced by Legaware to the Listed Professionals and are not deducted from the sums invoiced by the Listed Professional to the User. These amounts can be paid by bank transfer or by credit card as follows: directly online, via a payment service provider (Stripe);

There are no other prices payable by the User or the Listed Professional other than those identified above.

4° Concerning the management mode of the financial transaction, it is stipulated as follows

Concerning the terms of payment by the User of the service of putting in contact with a Listed Professional within the framework of an accompaniment in the setting in conformity by a Listed Professional, these are identified in the article 2.2 of the general conditions of use and sale applicable to Users and accessible [here](#), and are as follows: the payment by the User of a product or service offered by the Listed Professional is made on the Site, by credit card, via a payment service provider (Stripe) (subject to the case corresponding to a service delivered by the Listed Professional to the User for a duration of more than three (3) months which implies a payment of thirty percent (30%) of the price of the service via the Site and the payment of the balance directly by the User to the Listed Professional (i.e. seventy percent (70%) upon presentation of an invoice from the Listed Professional).

Concerning the terms of payment by the Listed Professional of the sums to be returned to Legaware as identified in 3° (i) (ii) and (iii) above, these are as follows:

The sums to be returned to Legaware as identified in 3° (i) and (ii) shall be deducted by Legaware from the sums invoiced by the Listed Professional to the User and shall also give rise to the issue of an invoice by Legaware.

The amounts to be paid to Legaware as identified in 3° (iii) above are invoiced by Legaware and are not deducted from the amounts invoiced by the Listed Professional to the User. These amounts can be paid by bank transfer. Concerning the services subject to a payment request by Legaware within the framework of an invoice sending or provision, it is specified that the invoices are payable within thirty (30) days.

The sums corresponding to the offers subscribed to by the Listed Professionals and as identified [here](#) can be paid according to the following methods: by bank transfer or by credit card as follows: directly online, via a payment service provider (Stripe).

5. With regard to any insurance and guarantees offered by Legaware, it is stated that no such arrangements have been put in place in addition to any legal guarantees that Legaware may be required to provide.

6° Concerning any difficulties or possible disputes, the Listed Professional may consult Legaware at the address and phone number indicated in article 5. In this respect, it is specified that the Services are only accessible to Listed Professionals who are professionals within the meaning of article 3° of the French Consumer Code, and that no mediation system has been set up in application of articles L 612-1 of the French Consumer Code and following.

2.1.2 Terms and conditions for listing, delisting and ranking of product or service offers by Listed Professionals

1° The conditions of referencing and de-referencing of the service offers or products of the Listed Professionals and accessible on the Site are the following:

In order to be referenced on the Site, it is agreed, for the Listed Professional, to respect the following terms and conditions:

The terms and conditions applicable to the Listed Professional in order to be referenced on the Site and therefore able to submit offers of services or products on the Site to the Users, are identified in article 2.1.1 above.

The product or service offers that can be proposed by the Listed Professional are identified in 2.1.1 2° (a) above.

The financial conditions applicable to Listed Professionals are identified in 2.1.1, 3° and 2.1.1 3° (bis) above.

The terms of payment between the User and the Listed Professional as well as the deduction made by Legaware for its remuneration is identified in article 2.1.1 3°, 2.1.1 3° (bis) and 2.1.1.4° above.

Content and product or service offerings may be subject to delisting in the event that (i) the Listed Professional: (a) does not comply with its obligations towards Legaware or (b) does not comply with the professional rules applicable to it, in particular any code of ethics or (c) carries out its activity in an irregular manner or (d) is the subject of a cessation of activity or an effective cessation of activity (ii) or if the offers of products or services contravene the stipulations of the present and/or contravene any legal or regulatory provisions in force.

2° The default ranking criteria for service offers, as well as their main parameters, are as follows:

The default ranking criteria for content and service offerings can be found [here](#).

It is also expressly stated that the Listed Professional and the product or service offers they form are ranked according to the level of participation of the Listed Professional in the enrichment of the contents of the Site (articles etc.), so that the Listed Professional who publishes the most contents (articles etc.) obtains the best referencing. To consult our ranking and referencing policy, please click [here](#).

3° Concerning the existence of a capital link or remuneration between Legaware and the Listed Professionals, it is stated that there are no such links that would be likely to influence the referencing or ranking of the content, goods or services offered or put online.

2.1.3 Rules and recommendations concerning the drafting of product or service offers and the establishment of content by Listed Professionals

1° Description of the services or products subject to an offer.

The author of an offer of products or services must take care to describe accurately and in good faith the products or services that are the subject of his offer of products or services.

Under no circumstances may he give inaccurate and/or erroneous information, particularly with regard to the content and financial elements of his offer.

The price corresponding to the offer of products or services must be exact and include all the elements composing the price so that the User has an exact vision of the price of the product or the service object of the offer.

The author of the offer of products or services must identify himself in a precise way, that is to say that, if he is a natural person, he must indicate his name, his first name and his professional address as well as his SIREN registration number and that, if he is a legal entity, he must indicate his corporate name, his registered office and his SIREN registration number, the identity of his legal representative.

The author of the offer of products or services must also identify precisely his professional quality and have the required diplomas to identify this professional quality.

2° Prohibition of misleading commercial practices

As the Site only allows the proposal of products or services by professionals, it is strictly forbidden for the authors of an offer of products or services to present themselves in a capacity other than that of professional (notably that of consumer or non-professional).

The fact that a professional does not respect this obligation constitutes a misleading commercial practice constituting a criminal offence.

In this respect, it is specified that Article L 132-2 of the Consumer Code provides: "*The misleading commercial practices mentioned in Articles L. 121-2 to L. 121-4 are punishable by two years' imprisonment and a fine of 300,000 euros. The amount of the fine may be increased, in proportion to the benefits derived from the offence, to 10% of the average annual turnover, calculated on the basis of the last three annual turnovers known on the date of the offence, or to 50% of the expenses incurred in carrying out the advertising or practice constituting the offence. This rate is increased to 80% in the case of misleading commercial practices mentioned in b and e of 2° of Article L. 121-2 when they are based on environmental claims.*"

More generally, any author of an offer of products or services must refrain from implementing any misleading commercial practices as defined by articles L. 121-2 to L. 121-4 of the Consumer Code, the texts of which are available here: https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006069565/LEGISCTA000032220949/#LEGISCTA000032227303

3° Use of the French language

The author of an offer of products or services or the person creating a content published on the Site must use the French language.

4° Prohibition of acts of counterfeiting or infringement of the intellectual property rights of any third party

The terms used by the author of an offer of products or services or by a person establishing a content disseminated on the Site must not infringe the rights of any third party, in particular their intellectual property rights.

In this respect, the author of an offer of products or services or the person establishing a content disseminated on the Site may only represent or disseminate the intellectual property rights and/or trademarks and/or content concerning which he/she has the right to represent the latter.

The author of an offer of products or services or the person establishing a content disseminated on the Site cannot represent a brand and/or a work (for example an article) if he does not have the intellectual property rights on these elements.

Otherwise, the author of an offer of products or services or the person establishing a content disseminated on the Site is informed that he is guilty of counterfeiting, which is likely to constitute a criminal offence and a violation of the Intellectual Property Code.

In this respect, article L335-2 of the Intellectual Property Code states: "*Any publication of writings, musical compositions, drawings, paintings or any other production, printed or engraved in whole or in part, in disregard of the laws and regulations relating to the ownership of authors, is an infringement and any infringement is an offence. The counterfeiting in France of works published in France or abroad is punishable by three years imprisonment and a fine of 300,000 euros. The same penalties shall apply to the sale, export, import, transshipment or possession of infringing works for the aforementioned purposes. When the offences provided for by this article have been committed in an organized gang, the penalties are increased to seven years' imprisonment and a fine of 750,000 euros.*"

5° Respect for the rights of individuals

The author of an offer of products or services or the person establishing a content disseminated on the Site, is forbidden to use any abusive, discriminating, sexist terms etc. and, more generally, may in no case use any term that may constitute a criminal offence and in particular any abusive, racist, sexist, discriminating term etc.

In this respect, the author of an offer of products or services or the person establishing a content distributed on the Site is informed of the following provisions.

Under the terms of Article 225-1 of the Penal Code: "*Any distinction made between natural persons on the basis of their origin, sex, family status, pregnancy, physical appearance, particular vulnerability resulting from their economic situation, apparent or known to the perpetrator, surname, place of residence, state of health, loss of autonomy, disability, genetic characteristics, morals, sexual orientation, gender identity, age, political opinions, constitutes discrimination, their trade union activities, their status as a whistleblower, facilitator or person in connection with a whistleblower within the meaning, respectively, of I of Article 6 and of 1° and 2° of Article 6-1 of Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life, their ability to express themselves in a language other than French, their membership or non-membership, real or assumed, of a specific ethnic group, Nation, alleged race or religion.*"

Any distinction made between legal persons on the basis of origin, sex, family status, pregnancy, physical appearance, particular vulnerability resulting from the economic situation, whether apparent or known to the perpetrator, surname, place

of residence, state of health, loss of autonomy, disability, genetic characteristics, morals, sexual orientation, gender identity, age, political opinions, etc., is also considered discrimination, trade union activities, the status of whistleblower, facilitator or person in connection with a whistleblower, within the meaning, respectively, of I of Article 6 and of 1° and 2° of Article 6-1 of the aforementioned Act No. 2016-1691 of December 9, 2016, of the ability to express oneself in a language other than French, of the actual or supposed membership or non-membership of a specific ethnic group, Nation, alleged race or religion of the members or certain members of these legal persons. "

Similarly, under Article 225-2 of the Criminal Code: *"Discrimination as defined in Articles 225-1 and 225-1-1, committed against a natural or legal person, is punishable by three years' imprisonment and a fine of 45,000 euros when it consists of:*

(1) To refuse the supply of a good or service;

2° To hinder the normal exercise of any economic activity;

(3) Refuse to hire, discipline, or terminate any person;

4° To make the supply of a good or service subject to a condition based on one of the elements referred to in article 225-1 or provided for in article 225-1-1 ;

5° To make an offer of employment, an application for an internship or a period of training in a company subject to a condition based on one of the elements referred to in article 225-1 or provided for in article 225-1-1 ;

(6) Refuse to accept a person for any of the training courses referred to in 2° of Article L. 412-8 of the Social Security Code.

When the discriminatory refusal provided for in 1° is committed in a place open to the public or for the purpose of prohibiting access to it, the penalties are increased to five years' imprisonment and a fine of 75,000 euros."

The terms used by the author of an offer of products or services or the person creating a content published on the Site must also not be contrary to good morals.

2.1.4 Tax and social security obligations of Listed Professionals

Listed Professionals must respect their tax and social security obligations with regard to the income they receive in the context of product or service offers.

The stipulations below are the mentions recommended by the regulation. However, it is specified that the Listed Professionals must respect the tax and social security system which is theirs within the framework of their activity, the following mentions only correspond to the "standard mentions" recommended by the regulations, Legaware not being able to guarantee that these mentions apply to the Listed Professionals.

1° Concerning natural persons:

Tax obligations

Persons marketing product or service offerings via the Site generating income via the Site must declare the income derived from this activity to the tax authorities.

The following website of the tax authorities allows persons marketing products or services via the Site to access their tax obligations: on the site www.impots.gouv.fr, concerning tax obligations, the following link: <https://www.impots.gouv.fr/portail/node/10841>

Failure to comply with tax obligations is identified on the website www.impots.gouv.fr on the following link: <https://www.service-public.fr/particuliers/vosdroits/F31451> from which the following penalties are identified.

Penalties: if the tax return is voluntarily incomplete, the user is liable to a surcharge on the income that should have been declared, which will be 40% in the case of a voluntary omission, 80% in the case of abuse of rights (abusive optimization of a tax rule), reduced to 40% if the taxpayer did not initiate the procedure or if he is not the main beneficiary, 80% in the case of fraudulent maneuvers (tactics aimed at deceiving the tax authorities).

In addition, interest on arrears may be charged at a rate of 0.20% per month of delay.

Criminal sanctions: If the tax authorities detect fraudulent behavior, they can initiate criminal proceedings after receiving the opinion of the Commission for Tax Offenses. The user then risks (in addition to the tax penalties) a fine of €500,000 and 5 years in prison. These penalties can be as high as a €3,000,000 fine and 7 years imprisonment if the acts were committed in an organized gang or through: the opening of accounts or the subscription of contracts with organizations established abroad or the interposition of persons or shell organizations established abroad or the use of a false identity or false documents (or any other falsification) or a fictitious or artificial domiciliation or act abroad.

Social obligations

Persons marketing products or services via the Site generating income via the Site must also declare the income from this activity to the URSSAF.

The following URSSAF website allows people marketing products or services via the Site to access their social obligations: on www.urssaf.fr, concerning social obligations, the following link: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>.

The penalties for failure to pay social security contributions are those of the fine provided for 3rd class offences (i.e. up to €450 fine) and 5th class offences in the event of a repeat offence (i.e. up to €1,500 fine) (articles L 244-1, R 244-4 and R 244-5 of the Social Security Code).

Refusal to join a compulsory social security scheme is an offence punishable by two years' imprisonment and/or a fine of €15,000 (article L 114-18 of the Social Security Code).

Failure to comply with the above-mentioned affiliation obligations and to pay the corresponding contributions may also constitute the offence of concealed work (more information here: <https://www.service-public.fr/professionnels-entreprises/vosdroits/F31490>), for which the criminal penalties are as follows: The person having recourse to concealed work directly or through an intermediary can be sentenced to up to 3 years imprisonment and a fine of 45,000 € (225,000 € if it is a company). If the concealed work concerns a minor or a vulnerable or dependent person, the culprit can be punished with up to 5 years of imprisonment and a fine of 75.000 €.

In any case, the above-mentioned actions expose persons marketing service offers via the Site to URSSAF control, reminders and penalties identified on this link to the URSSAF site <https://www.urssaf.fr/portail/home/pourquoi-la-securite-sociale-est/les-sanctions.html>. These reminders and penalties are in particular the following: an initial increase of 5% added to the adjusted contributions, an additional increase of 0.2% of the adjusted contributions may be added, if necessary, per month or fraction of a month of delay, in the event of failure to comply with the observations made during a previous inspection (whether or not they gave rise to an adjustment), application of an increase of 10% on the amount of the adjustment regularizing a new failure on the same point.

In addition, in the event of a finding of undeclared work, an additional surcharge of 25% is applied to the total amount assessed at the end of the inspection. This increase is raised to 40% if this offence is committed: with regard to several persons, by the concealed employment of a minor subject to compulsory schooling, with regard to a person whose vulnerability or state of dependence is apparent or known to the perpetrator, in an organized gang.

These initial increases of 25% and 40% are increased to 45% and 60%, respectively, when a new violation for undeclared work is found within 5 years of the notification of the first violation.

Obligation to respect the regulations concerning short-term vacation rentals: the Site does not allow the submission of such Offers, so this section is not applicable.

2° Concerning legal entities:

Legal entities, i.e. companies and corporations, must also fulfill their tax declaration and payment obligations with respect to the transactions they carry out via the Site.

The overview of corporate taxation according to the corporate tax regime or other taxes is identified here <https://www.service-public.fr/professionnels-entreprises/vosdroits/N13442>.

The companies and/or enterprises are also exposed to penalties and sanctions, the main ones of which are set out in the links below <https://bofip.impots.gouv.fr/bofip/7234-PGP.html/identifiant%3DBOI-CF-INF-20-10-20-20181003> (in particular point 80) and <https://bofip.impots.gouv.fr/bofip/6135-PGP.html/identifiant=BOI-CF-INF-40-10-10-20190627>.

2.2 Dissemination of Content or Modules by the Listed Professional ("Content or Module Sponsorship")

2.2.1 Description

Subject to Legaware's prior consent, the Listed Professional may distribute legal content relating to rights or legal obligations distributed and referenced on the Site (the "Content"). These same Contents can be gathered around the same theme (the "Modules") and associated with a profiling questionnaire allowing to identify the Contents applicable to the Users.

To this end, Legaware will provide the Listed Professional with computer access to the Website allowing the Listed Professional to enter and distribute the Content and/or Modules, according to a methodology created by Legaware.

It is already specified that, as stipulated in article 2.2.3, the Content published on the Website by the Listed Professionals becomes the exclusive property of Legaware, the Listed Professionals transferring to Legaware, on an exclusive basis according to the conditions identified in article 2.2.3 below, their economic and intellectual property rights (and in particular all reproduction, representation, adaptation and more generally exploitation rights) on the Contents and, if applicable, the Modules, for the whole world and for the duration of the literary and artistic property.

Computer access to the platform accessible via the Site may be replaced by any other alternative system that facilitates the preparation of Content by the User and its publication on the platform accessible via the Site.

The Listed Professional becomes a sponsor (the "Sponsor") of any Content or Module that he/she establishes and/or updates (the "Content or Module Sponsorship").

It is also stipulated that any Listed Professional may become a Sponsor of a Content or Module which was not initially established by him/her but which he/she updates. Legaware may thus entrust the updating of a Content or a Module to a Listed Professional who did not initially establish the Content or Module concerned, which is expressly accepted by any Listed Professional.

Likewise, with regard to the transfer of economic and intellectual property rights identified in article 2.2.3 below, it is specified that when a Listed Professional unsubscribes from the Site or the Services, the Content and Modules concerned by the intervention of the said Listed Professional remain on the Site, in particular with a view to their exploitation by Legaware, Legaware being able to entrust the updating of the said Content to any other Listed Professional or to any other person of its choice

The Sponsorship of the Content or the Module automatically ceases as soon as the Professional no longer updates the Content or the Module and/or as soon as the Listed Professional has not corrected an error or omission within five (5) days following a notification made by Legaware.

The update is considered effective when: (i) all the fields of a Content are: (a) up to date with regard to the law and regulations in force (b) written in a way that is understandable for the User (c) free of spelling, grammar and syntax errors (ii) the Module includes the Contents belonging to its scope (iii) comments and suggestions for improvement emanating from Legaware or from Users targeting these Contents and these Modules are diligently studied.

Sponsorship of Content or a Module does not preclude suggestions for improvement or the submission of comments by other Listed Professionals or Users, nor does it preclude sponsorship of similar Content or a Module by another Listed Professional, except as specifically provided.

The Listed Professional guarantees to the Company that he/she has all the rights and authorizations necessary for the establishment or distribution of these Contents or Modules.

The Listed Professional undertakes to ensure that the Content and Modules are lawful, do not infringe public order, good morals or the rights of third parties, do not violate any legislative or regulatory provision and, more generally, are not likely to involve the Company's civil or criminal liability.

The rules and recommendations concerning the drafting of product or service offers and contents identified in article 2.1.3 above are applicable to the Contents and Modules.

In the event that the Content or Module is not updated following a legislative or regulatory change, Legaware reserves the right to no longer display the Content and Modules concerned and/or to entrust their Sponsorship to the organization of its choice or to any Listed Professional of its choice. In general, Legaware is free to make any Content or Modules public or not and to remove them from the Site at any time and at its sole discretion. Legaware is free to judge, according to its own criteria, whether it is relevant to display a Content or Module on the Site or whether it should be removed.

Without prejudice to the rules and recommendations concerning the drafting of product or service offers and those identified in article 2.1.3 above, which are applicable to the Content and Modules, the Listed Professional is prohibited from transmitting to Legaware and/or broadcasting on the Site, in particular and without this list being exhaustive : pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, insulting, violent, racist or xenophobic Content, counterfeit Content, Content that is detrimental to the image of a third party, Content that is untruthful, misleading or that proposes or promotes illegal, fraudulent or deceptive activities, Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojans, etc.), and more generally Content that may infringe the rights of third parties or be prejudicial to third parties in any way or form whatsoever.

The Listed Professional may modify the theme, title and content of the Content if he/she considers that it is identical to content already present on the Site or if Legaware suggests it.

It is specified that the dissemination of Content on the Site gives visibility on the Site to the Listed Professional establishing or updating the said Content and reinforces the visibility of the product or service offers disseminated by the Listed Professional on the Site.

2.2.2 Acknowledgement of Content or Module Sponsorship

Legaware undertakes to identify the Listed Professional Sponsor of each Content or Module. The identification of the Listed Professional Sponsor of the Content or Module is done through the presentation of a graphic identity (logo) and the company name of the Listed Professional on the platform. As soon as the Listed Professional no longer updates a Content or Module, in particular, but not exclusively, in the event that a Listed Professional unsubscribes from the Site and/or Services, the Listed Professional is no longer identified as a Content or Module Sponsor.

2.2.3 Proprietary Rights to Content and Modules

The Listed Professional transfers to Legaware, on an exclusive basis and free of charge, all of his or her economic and intellectual property rights (and in particular all reproduction, representation, adaptation and more generally exploitation rights) concerning the Content and/or Modules in which he or she is involved, as and when they are created and published on the Website, for the entire world and for the duration of the literary and artistic property.

The economic and intellectual property rights thus assigned include in particular (i) reproduction rights : i.e., the right to fix, digitize, reproduce, edit, in whole or in part, without limitation of number, by any means and on any media, including paper, and digital media (e.g., but not limited to websites or intranets) magnetic, optical, computer, telematic, electronic, film, videotape, digital optical discs (such as CD-ROMs, CD-Is, DVD-ROMs), or any other known or unknown media, present or future (ii) the rights of adaptation: i.e., the right, to adapt, translate, arrange, digitize, retouch, cut, evolve, modify and/or delete, in whole or in part, assemble or incorporate into any other service or intellectual creation, in any form and by any means, including, but not limited to, paper, magnetic, optical, digital (e.g., but not limited to, any Internet or intranet site) computers, telematic, electronic, film, videotape, digital optical discs (such as CD-ROM, CD-I, DVD-ROM), or any other medium now known or unknown, present or future (iii) the right of translation, including without limitation the right to translate into any written or spoken language, whether or not accessible to the general public, and into any type of computer language (iv) the rights of performance : i.e. the right, , to represent, privately or publicly, to distribute, broadcast all or part, free of charge or for a fee, to any public, by any means or by any means or process whatsoever, present or future, and in particular by all means of telecommunication, by cable and satellite, by radio, optical, wire, by networks (and in particular networks such as the Internet, intranet), all computer processes, electronic communications, audio-visual (including digital and/or interactive television, cable television), known or unknown to date.

The economic and intellectual property rights (and in particular all reproduction, representation, adaptation and more generally exploitation rights) concerning the Contents and/or Modules transferred by the Listed Professionals to Legaware are transferred for any exploitation that Legaware may wish to carry out, including for commercial purposes.

It is expressly specified that the transfer identified above is made free of charge due to the fact that the Content established and/or updated by a Listed Professional gives visibility to the Listed Professional and gives visibility to the offers of products and services proposed by the Listed Professionals, which excludes any liberal intention or any desire to donate on the part of the Listed Professional concerned, and more generally, on the part of any person concerned.

2.3 Contractual relationship between the Listed Professional and the User

Within the framework of the services provided to the User by the Listed Professional following the offers of products or services submitted by the Listed Professionals and/or within the framework of the answers provided by the Listed Professionals to the questions asked of them, and, more globally within the framework of any advice or information given to the Users by the Listed Professionals, it is expressly agreed (i) that Legaware does not intervene at any time in the execution of these services, answers, advice or information and, (i) Legaware does not intervene at any time in the execution of these services, answers, advice or information and, more globally, in the contractual relationship that would be established between the User and the Professional who would have entered into contact via the Website (ii) this contractual relationship, as well as the services provided by the Listed Professionals and the answers given by the Listed Professional to the questions of the User as well as, more globally, for any advice or information given to the Users by the Listed Professionals, concerning

only the User and the Listed Professional, excluding Legaware, as Legaware only provides a service to put the User in contact with the Listed Professional.

The Listed Professionals are hereby informed and expressly accept that, in the context of the services or answers provided by the Listed Professionals to the Users, and more globally, in the context of any services, answers, (i) the contractual relationship is directly between the Users and the Listed Professional concerned and not between the Users and Legaware (ii) Legaware is only in charge of putting in contact the Users and the Listed Professionals and of collecting the sums paid by the Users to the Listed Professional in order to pay the Listed Professional the sums due to him/her, according to the conditions and modalities stipulated in article 2.1.1 3° and 3° (bis) above (iii) only the Listed Professional is solely responsible for the services he provides to the Users (both with regard to the support services in the upgrading delivered by the Listed Professionals and with regard to the answers provided by the Listed Professional to the questions of the User and, more generally, with regard to all services, (iii) Legaware declines all responsibility for the services, answers, advice or information provided by the Listed Professional and cannot be held responsible for these elements (both with regard to the support services provided by the Listed Professionals and with regard to the answers or advice or information provided by the Listed Professional to the User's questions).

More generally, the Listed Professional undertakes to behave as a good professional towards the User and to deploy his services, his answers and the Contents and Modules in compliance with the regulations in force applicable to him, the Listed Professional declaring and guaranteeing that he has all the diplomas and qualifications required to exercise his activity.

2.4 Mandate granted to Legaware by the Listed Professionals for the handling of sums due to the Listed Professionals and Legaware

Where necessary, for the purposes of implementing the handling of sums due to Listed Professionals as stipulated above (in particular in articles 2.1.1 3° and 3°bis above), the Listed Professional grants Legaware a mandate to collect from Users the sums invoiced by the Listed Professional to Users and to collect by Legaware the sums owed by the Listed Professional to Legaware (in particular under the terms of articles 2.1.1 3° and 3°bis above).

The Listed Professional acknowledges and accepts that none of the sums collected by Legaware in the name and on behalf of the User carry any right to interest. The Listed Professional agrees to answer diligently to any request from Legaware and, more generally, from any competent administrative or judicial authority, in particular in terms of prevention or the fight against money laundering. In particular, the Listed Professional agrees to provide, upon request, any useful proof of address and/or identity. In the absence of a response from the Listed Professional concerning such requests or in the event of incomplete or unsatisfactory responses, Legaware may take any measure it deems appropriate, in particular the suspension of the payment of sums due to the Listed Professional and/or the suspension of the Listed Professional's Account and/or the termination of the relationship with the Listed Professional.

2.5 Late payments and payment incidents

The Listed Professional is hereby informed and accepts that any delay in payment by him/her of all or part of an amount due by him/her will automatically lead, until full payment of the price, without prior notice, and without prejudice to article 8.3 below, to the immediate suspension of his/her account and/or access by him/her to the Services as well as the invoicing of a late payment interest equal to three times the legal interest rate and a fixed collection fee of 40 € (forty euros).

2.6 Duration of services

The duration by the Listed Professionals of the offers identified [here](#) is 1 (one) year.

It is specified that the Listed Professional has the option of deleting his account at any time (which takes an average of forty-eight (48) hours before this deletion is fully effective) but this deletion has no effect on the price of the subscription paid by the Listed Professional, no refund of the offer taken out by the Listed Professional being possible.

With regard to the duration of the services provided to a User by a Listed Professional, this duration is agreed directly between the User concerned and the Listed Professional concerned.

2.7 Rules of evidence

It is agreed that the computerized statements made by Legaware concerning the operations carried out by the Listed Professional are authentic and constitute a method of proof accepted by the Listed Professional, in particular for the purposes of calculating the sums due to Legaware.

ARTICLE 3 - PERSONAL DATA

3.1 Information provided to the Listed Professional regarding his personal data

The information provided to the Listed Professional in respect of his or her personal data is accessible [here](#) (the "Listed Professional Privacy Policy").

The latter are also an integral part of the present document and, as part of the user path, must be accepted by any Listed Professional before any order for Services.

For any question relating to the management of personal data, the Listed Professional may contact Legaware at the following address Legaware for the attention of the Data Protection Officer, 4 rue des Saussaies 75008 - Paris, requests from Listed Professionals concerning personal data may also be addressed to: dpo@legaware.com, the Data Protection Officer being Joachim GALEMBERT , 4 rue des Saussaies 75008 - Paris.

3.2 Commitments and obligations undertaken by the Listed Professional in relation to the use of the User's personal data by him/her in the context of joint processing of personal data

3.2.1 Identification of the joint processing of personal data

In the event that a User wishes to entrust a Listed Professional with a service or in the event that a User asks a Listed Professional a question, the Listed Professional concerned is granted (via access to Legaware's computer system) access to the following personal data of the User: last name, first name, e-mail address, telephone number, such personal data originating from the personal data subject to the collection of personal data by Legaware (as identified in the Privacy Policy applicable to Users accessible [here](#)). This is the Processing of Personal Data accessible to Listed Professionals.

This Processing of Personal Data Accessible to Listed Professionals (i) constitutes joint processing between Legaware and the relevant Listed Professional granted access to the Processing of Personal Data Accessible to Listed Professionals (ii) under which Legaware and the relevant Listed Professional granted access to the Processing of Personal Data Accessible to Listed Professionals act as joint controller of such processing.

As such, the categories of persons concerned by the Processing of Personal Data accessible to Listed Professionals are the following: the Users.

In accordance with Article 26 of the GDPR, the broad outlines of the agreement between Legaware and the Listed Professional under the Processing of Personal Data Accessible to Listed Professionals are made available to data subjects as follows: the Privacy Policy applicable to Users (i) is subject to acceptance by Users as part of their ordering of the Services and (ii) is also posted on the Site.

As part of its relationship with the User, and concerning the Processing of Personal Data Accessible to Listed Professionals, the Listed Professional undertakes to apply the Privacy Policy applicable to Users accessible [here](#).

It is specified that, in accordance with the Regulations in force, if one of the parties were to determine alone the purposes and means of the Processing of Data Accessible to Listed Professionals, the latter would then be considered as a data controller, and the joint processing situation provided for herein would then be set aside.

It is agreed that the Privacy Policy applicable to Users and to be respected by Listed Professionals as well as the provisions of the present article 3.2 apply to the personal data concerning which Legaware grants access to Listed Professionals when a User asks a question or entrusts a Service to a Listed Professional, i.e. in the context of the "Processing of Personal Data accessible to Listed Professionals". As such, the Privacy Policy applicable to Users and to be respected by Listed Professionals as well as the stipulations of this article 3.2 do not apply to personal data that would be directly transmitted by the User to the Listed Professional outside the framework of the Processing of Personal Data Accessible to Listed Professionals, in particular within the framework of the direct contractual relationship that the User has with any Listed Professional so that in such a case, and concerning such a transmission of such data, only the confidentiality policy that would have been set up by the Listed Professional would be applicable.

3.2.2 Identification of the joint managers of the Personal Data Processing accessible to the Listed Professionals

The identity and contact details of the joint managers of the Data Processing accessible to Listed Professionals are:

- Legaware, a simplified joint stock company with a capital of €1,084, whose registered office is located at 4 Rue des Saussaies, 75008 Paris, registered in the Paris Trade and Companies Register under number 820 434 587;
- The Listed Professional to whom the User asks a question or entrusts a service (for information, the list of Listed Professionals and their identification appearing here: <https://infogreffe.mesobligations.fr/en/les-experts>);

The contact details of the Data Protection Officer for the Processing of Data Accessible to Listed Professionals are as follows

- Concerning Legaware: Mr. Joachim GALEMBERT at 4, rue des Saussaies in Paris (VIIIth district), registered office of the company LEGAWARE, and whose e-mail address is the following: dpo@legaware.com.
- With regard to the Listed Professionals, the data protection representatives concerning them are those of the Listed Professional concerned identified in the list appearing here <https://infogreffe.mesobligations.fr/en/les-experts>, when the Listed Professional has appointed a data protection representative, it being specified that when the Listed Professional has not appointed a personal data protection representative, this list identifies the contact point to which the persons concerned may exercise their rights and request any useful information;

In this respect, when registering on the Website, the Listed Professional undertakes to transmit to Legaware the identification of his personal data protection delegate when the Listed Professional has designated a personal data protection delegate, it being specified that when the Listed Professional has not designated a personal data protection delegate, the Professional undertakes to transmit to Legaware the contact point to which the persons concerned may exercise their rights and request any useful information.

3.2.3 Purposes of the Processing of Personal Data Accessible to Listed Professionals

The purposes of the Processing of Data Accessible to Listed Professionals are the following: (i) answers by Listed Professionals to questions asked by a User (ii) to ensure the connection desired by the User (iii) to perform the Service entrusted to them by a User.

3.2.4 Recipients of the personal data contained in the Personal Data Processing accessible to Listed Professionals

The recipients of the personal data contained in the Personal Data Processing accessible to Listed Professionals can only be (i) Legaware staff in charge of services relating to the Website and/or the Services and, where applicable, Legaware's subcontracted service providers participating in the performance of these services and being required to intervene as such in the Processing of Personal Data Accessible to Listed Professionals (only when necessary) such as, for example, IT service providers and/or information and communication technology service providers and/or hosting companies and/or maintainers and (ii) the Listed Professional's staff in charge of answering questions asked by Users and/or in charge of services entrusted to them by the User and, where applicable, the Listed Professional's subcontracted service providers participating in the performance of these answers or services and being required to intervene in this respect on the Processing of Personal Data Accessible to Listed Professionals (only when necessary).

3.2.5 Retention period of personal data

The period of retention of personal data contained in the Data Processing Accessible to Listed Professionals is as follows as the personal data is necessary for the performance and/or administration of the services entrusted by the User to a Listed Professional (in the event that the User wishes to ask a question or entrust a service to a Listed Professional), the personal data is kept for as long as the User is likely to be able to make use of the services provided by the Listed Professional, i.e. for as long as the User has not expressed his/her intention to no longer have his/her personal data kept, and this via a request made by the User to Legaware or to the Listed Professional, within the limit of 36 (thirty-six) months from the last use of the Site or the last order for Service made by the User or the last question or the last order for Service made with a Listed Professional, date at the end of which the personal data is no longer kept. Where necessary, it is specified that when the data contained in the Data Processing Accessible to Professionals is the subject of an access granted to Listed Professionals, that is to say in the case where a User asks a question or entrusts a service to a Listed Professional, then the Listed Professional is granted access to this data for as long as he is a Legaware client but within the limits set out above, i.e. as long as the User has not expressed his intention to no longer have his personal data kept, and this via a request made by the User to Legaware or to the Listed Professional, within the limit of 36 (thirty-six) months from the last use of the Website or the last order for a Service made by the User or the last question or the last order for a service made with a Listed Professional, date under the terms of which the personal data is no longer kept.

3.2.6 Legal basis for the processing of Personal Data accessible to Listed Professionals

The legal bases for the Processing of Personal Data Accessible to Listed Professionals are (i) the consent of the User (ii) the execution of the contractual relationship that the User wishes to enter into with the Listed Professional (in the case where the User wishes to ask a question or entrust a service to a Listed Professional) and (iii) the legitimate interest of the Listed Professional to keep evidence of transactions or operations with the User (in the case where the User wishes to ask a question

or entrust a service to a Listed Professional). (iii) the legitimate interest of the Listed Professional to keep evidence of transactions or operations with the User (in case the User wishes to ask a question or entrust a service to a Listed Professional).

3.2.7 Division of Obligations between Legaware and the relevant Listed Professional

In accordance with the provisions of Article 26 of Regulation EU 2016/679 of 27 April 2016 (RGPD), the joint Processors of Personal Data Accessible to Listed Professionals shall define in a transparent manner their respective obligations for the purpose of ensuring compliance with the requirements of the said Regulation, in particular with regard to the exercise of the rights of the data subject, and their respective obligations with regard to the provision of the information referred to in Articles 13 and 14 of the said Regulation, by means of an agreement between them, with the broad outlines of the agreement being made available to the data subject.

As such, regarding the Processing of Personal Data Accessible to Listed Professionals, set out below is the agreement between Legaware and the relevant Listed Professional under their respective obligations for the purpose of ensuring compliance with the requirements of EU Regulation 2016/679 of 27 April 2016 (RGPD), in particular with regard to the exercise of the rights of the data subject:

(i) With regard to the exercise of the rights of the persons concerned by the Processing of Personal Data Accessible to Listed Professionals: it is specified that each of the joint managers of this processing remains responsible for following up the requests made by the persons concerned in order to exercise their aforementioned rights in accordance with the Regulations in force, it being recalled that the exercise by the persons concerned of the aforementioned rights may be made to each of the joint managers of this processing. In this respect, it is specified that, insofar as Legaware grants the Listed Professional access to the data contained in the Personal Data Processing accessible to Listed Professionals, it is agreed between Legaware and the Listed Professional concerned that in the event of a request to exercise the aforementioned rights by a User to the Listed Professional, the Listed Professional undertakes to transmit this request to Legaware so that Legaware can carry out the operations resulting from the User's or the person's request on the personal data concerned.

(ii) With regard to the contact points of the data subjects of the Processing of Personal Data Accessible to Listed Professionals, these are as follows:

- As far as Legaware is concerned, its Data Protection Officer whose contact details are as follows Mr. Joachim GALEMBERT at 4, rue des Saussaies in Paris (8th arrondissement), the registered office of the company LEGAWARE, and whose e-mail address is the following: dpo@legaware.com.
- With regard to the Listed Professionals, the data protection representatives concerning them are those of the Listed Professional concerned identified in the list appearing here <https://infogreffe.mesobligations.fr/en/les-experts>, when the Listed Professional has designated a data protection representative, it being specified that when the Listed Professional has not designated a personal data protection representative, this list identifies the contact point to which data subjects may exercise their rights and request any useful information;

It is agreed that these contact points are also those applicable to the supervisory authorities.

(iii) With respect to the communication of information referred to in Articles 13 and 14 of the GDPR, such information shall be communicated in the context of this User Privacy Policy, which must be accepted by the User prior to placing an order, and the User Privacy Policy shall also be posted on the Site.

(iv) With regard to technical and organizational security measures: each of the joint managers of the Processing of Data Accessible to Listed Professionals is responsible for holding the personal data identified above. In this respect, each of the joint managers of the Data Processing accessible to Listed Professionals undertakes to take all the measures required to ensure the security of the Processing in accordance with the Regulations in force.

(v) With regard to the violation of personal data: each of the joint managers of the Data Processing accessible to the Listed Professionals is responsible, each insofar as he/she is concerned, for carrying out the notifications and/or other operations required by the Regulations in force in the event of a violation of personal data concerning him/her, by virtue of his/her holding the personal data identified herein.

Thus, in the event of a personal data breach, the joint manager of the Listed Professional Accessible Data Processing concerned by the personal data breach case undertakes to:

- notify the Commission Nationale de L'Informatique et des Libertés (CNIL) of the incident within seventy-two (72) hours and
- define, in good faith, and if necessary with the other person responsible for the Processing of Data Accessible to Listed Professionals, a restoration plan to reduce its impact as much as possible and to put an end to it as soon as possible.

In the event that such a breach is likely to result in a high risk to the rights and freedoms of the data subjects, the joint controller of the Listed Professional Accessible Data Processing concerned by the case of personal data breach shall communicate to the data subjects the information about the breach as prescribed by Article 34 of the EU Regulation 2016/679 of 27 April 2016 (RGPD).

In addition, and without prejudice to the foregoing, in the event of a personal data breach in the context of the Processing of Data Accessible to Listed Professionals, the joint controller of the Processing of Data Accessible to Listed Professionals affected by the said breach undertakes to inform, without undue delay, the other joint controller of the Processing of Data Accessible to Listed Professionals, and at the latest within seventy-two (72) hours, of the said breach in the terms required by Article 33 of the GDPR.

This information shall include at a minimum (1) details of the nature of the personal data breach (categories of data, categories of individuals affected, approximate number of individuals affected, categories and approximate number of personal data affected); (2) the likely impact of the breach on the personal data; (3) a description of the steps taken to remedy the breach of confidentiality.

(vi) With regard to subcontracting, each of the joint managers of the Processing of Data Accessible to Listed Professionals shall be responsible for ensuring that it complies with the obligations arising from the Regulations in force concerning subcontracting, in particular by drawing up an "RGPD rider" with each of its subcontractors

In any case, each of the joint managers of the Processing of Data Accessible to Listed Professionals imposes on its subcontractors the same obligations in terms of data protection as those binding it to the other joint manager of the Processing of Data Accessible to Listed Professionals, and to provide sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing satisfies the requirements of the Regulations in force.

(vii) With regard to the international transfer of data, each of the joint managers of the Data Processing Accessible to Listed Professionals shall be responsible for the operations they carry out, it being agreed that each of the joint managers of the Data Processing Accessible to Listed Professionals shall not transfer personal data outside the territory of the European Union.

3.2. Advertising and communications

Listed Professionals shall not use the personal data contained in the Personal Data Processing accessible to Listed Professionals for the purpose of sending advertisements or communications to Users.

ARTICLE 4 - RIGHT OF WITHDRAWAL

It is recalled that, as stipulated in Article 1 before (i) access to the Services is reserved for Listed Professionals who are professionals within the meaning of article 3° of the French Consumer Code (ii) the Services consist of a referencing service on the Site allowing Listed Professionals to post on the Site offers of products or services intended for Users wishing to subscribe to a service of assistance by a Listed Professional in their compliance with their legal obligations or a service of distribution by the Listed Professionals of content intended for Users the Services must be subscribed to by professionals (within the meaning of article 3° of the French Consumer Code) acting in the course of their main activity (iii) and that, consequently, concerning the subscription to the Services, the right of withdrawal under contracts concluded at a distance, in particular pursuant to articles L 221-18 and L 221-3 of the French Consumer Code, does not apply.

In this regard, the user path set up as part of the subscription to the Services by the Listed Professionals provides that the Listed Professional declares that he/she is informed that the subscription to these services or products does not give rise to his/her right of withdrawal.

ARTICLE 5 - CUSTOMER RELATIONS DEPARTMENT

For any information or question, Legaware's customer relations department can be reached by e-mail at this address: contact@legaware.com by mail at this address: 4 rue des Saussaies, 75008 - Paris.

ARTICLE 6 - INTELLECTUAL PROPERTY OF LEGAWARE - OWNERSHIP OF THE SITE AND THE ELEMENTS CONSTITUTING THE SITE

All elements of the Site are and remain the exclusive intellectual property of Legaware.

Any reproduction, exploitation, redistribution or use of the elements of the Site, whether textual, software, visual or sound, is strictly forbidden under penalty of prosecution, particularly criminal. Any simple or hypertext link to the Site is strictly forbidden without the express written consent of Legaware.

The Legaware brand and the Legaware logo appearing on the Website are registered trademarks. Any total or partial reproduction of these brands or logos made from the elements of the Website without the express authorization of Legaware is prohibited, in the sense of articles L.713-2 and following of the Intellectual Property Code.

More generally, any Listed Professional undertakes to respect Legaware's property rights concerning the Site and the elements that make up the Site and, in this respect, notably but not exclusively, undertakes not to use a robot to extract data, information or elements of any kind concerning the Site and, in any event, undertakes not to proceed with any extraction from the Site that could infringe Legaware's rights.

ARTICLE 7 - MODIFICATION OF THE CGUV APPLICABLE TO THE PROFESSIONALS REFERENCES

Legaware reserves the right to modify or update all or part of the CGUV applicable to the Listed Professionals, in compliance with the regulations in force, in particular by communicating the new version of the CGUV to the Listed Professionals, if necessary via the Site, so that the latter can be approved by the Listed Professionals via the Site. The relationship between Legaware and the Listed Professionals is governed by the latest version of the Terms and Conditions applicable to the Listed Professionals and accepted by the Listed Professional.

If one or more stipulations of the CGUV applicable to Listed Professionals are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent jurisdiction, they will be deemed unwritten and the other stipulations will remain in force.

ARTICLE 8 - LIABILITY

8.1 The Listed Professional is solely responsible for the use he makes of the Services and/or the Site.

8.2 In addition, the Listed Professional undertakes to use the features of the Site in accordance with its own purpose and not to divert the purposes by inappropriate use. More generally, the Listed Professional agrees to use the Site in good faith. The Listed Professional also expressly undertakes not to (i) transmit a computer virus, worm, Trojan horse, logic bomb or any other file, program or form of malicious or malicious code, intended to damage, interrupt, suspend, destroy and/or limit the functionality of any computer or telecommunications equipment, (ii) impersonate any other person, User, other Listed Professional or any Legaware employee or representative (iii) use data mining tools (iv) interfere with the operation of the Site, servers or network connections to the Site (v) violate any requirements, procedures, policies or regulations of networks connected to the Site (vi) modify, adapt, sublicense, translate, sell reverse engineer, decompile or disassemble all or part of the Site (viii) attempt to gain unauthorized access to the Site (ix) and/or use the Site to post or transmit any content that may be harmful to Legaware in any way (x) otherwise violate the rights of third parties or applicable laws and regulations.

8.3 In the event of a breach by the Listed Professional of any of its obligations under these GCUV applicable to Listed Professionals, Legaware reserves the right to suspend the Listed Professional's access to the Site and/or to terminate the Listed Professional's account.

In addition, the Listed Professional guarantees Legaware against all complaints, claims, actions and/or demands that Legaware may suffer as a result of the Listed Professional's breach of any of the obligations or guarantees under these GCUV applicable to Listed Professionals.

8.4 Legaware cannot be held responsible for the non-functioning, impossibility of access or the malfunctioning of the services of the Listed Professional's access provider and/or the Internet network. The same shall apply to all causes external to Legaware. In this context, the Listed Professional declares that he/she is well aware of the intrinsic characteristics of the Internet and in particular of the fact (i) that the transmission of information on the Internet is only relatively reliable, as the information circulates on heterogeneous networks, with different characteristics and capacities, which are sometimes

saturated at certain times of the day and which may affect download times or accessibility to the information, and (ii) that the Internet is an open network, (ii) that the Internet is an open network and, as a result, the information it carries is not protected against the risks of misappropriation, intrusion into its system, piracy of data, programs and files in its system, or contamination by computer viruses, and (iii) that it is up to the user to take all appropriate measures to protect data, files or programs stored in its system against contamination by viruses as well as attempts at intrusion into its system.

Legaware declines all responsibility for any loss of information accessible in the Listed Professional's personal space, as the Listed Professional must save a copy (no copy can be provided by LEGAWARE) and may not claim any compensation for this.

8.5 Legaware undertakes to provide the Services diligently and in accordance with the rules of the trade, it being understood that Legaware is only bound by an obligation of means, to the exclusion of any obligation of result, which the Listed Professionals expressly acknowledge and accept.

In addition, the Listed Professional is solely responsible for the proper completion of all administrative, fiscal and/or social formalities and for all payments of contributions, taxes or duties of any kind that are incumbent upon him/her, where applicable, in relation to his/her use of the Services. Legaware cannot be held responsible in any way in this respect.

8.6 It is reminded that, in accordance with the stipulations of article 2.3 above, the Listed Professionals are informed and expressly accept that, in the context of the services or answers provided by the Listed Professionals to the Users, and more globally, in the context of any services, answers, (i) the contractual relationship is directly between the Users and the Listed Professional concerned and not between the Users and Legaware (ii) Legaware is only in charge of putting in contact the Users and the Listed Professionals and of collecting the sums paid by the Users to the Listed Professional in order to pay the Listed Professional the sums due to him/her, according to the conditions and modalities stipulated in articles 2.1.1 3° and 3° (bis) above (iii) only the Listed Professional is solely responsible for the services he provides to the Users (both with regard to the support services in the upgrading delivered by the Listed Professionals and with regard to the answers provided by the Listed Professional to the questions of the User and, more generally, with regard to all services, (iii) Legaware declines all responsibility for the services, answers, advice or information provided by the Listed Professional and cannot be held responsible for these elements (both with regard to the support services provided by the Listed Professionals and with regard to the answers or advice or information provided by the Listed Professional to the User's questions).

8.7 Regarding the contents put online within the framework of the Services by the Listed Professionals (in particular within the framework of the Contents or Modules), Legaware only acts as a hosting provider and does not carry out any moderation, selection, verification or control of any kind, except when explicitly requested by the Listed Professional when publishing a content. Consequently, Legaware cannot be held responsible for such content, whose authors are third parties, and any possible claim must be directed to the author of the content concerned.

Content that is prejudicial to a third party may be notified to the Company in accordance with article 6 I 5 of the French law n° 2004-575 of 21 June 2004 for confidence in the digital economy.

8.8 Legaware shall in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including its possible partners) to which the Listed Professional may have access via the Site. The Company does not assume any responsibility for the content, advertising, products and/or services available on such third-party websites and mobile applications, which are governed by their own terms of use. The Company is also not responsible for transactions between the Listed Professional and any advertiser, professional or merchant (including its possible partners) to which the Listed Professional would be directed through the Site and shall in no case be party to any possible disputes with these third parties concerning in particular the delivery of products and / or services, warranties, representations and other obligations whatsoever to which these third parties are bound.

8.9 The liability that Legaware may incur in the context of the Services and/or the use of the Website and, more generally, in the context of its relationship with the Listed Professional in the context of these Terms of Use and, more generally, the Services, is expressly limited to the direct damages suffered by the Listed Professional, it being agreed and accepted that in no case will Legaware take responsibility for the compensation of immaterial and/or indirect damages such as, in particular, commercial prejudice, operating prejudice, loss of profit, loss of earnings, etc.

In any event, if applicable, Legaware's total liability for any proven direct damages shall not exceed the price actually paid by the Listed Professional to Legaware during the last twelve (12) months prior to the Listed Professional's alleged fault.

Finally, Legaware cannot be held responsible for delays or failures due to force majeure or to an event beyond its control, or due to the Listed Professional, the User or any third party.

ARTICLE 9 - APPLICABLE LAW - JURISDICTION - MISCELLANEOUS

9.1 These CGUV applicable to Listed Professionals are subject to French law.

9.2 The present CGUV applicable to Listed Professionals are subject to French law and in case of dispute on its validity, interpretation or execution. In the event that the parties fail to reach an amicable agreement, express and exclusive jurisdiction is attributed to the Commercial Court of Paris, which will be the only competent jurisdiction to hear any dispute, notwithstanding multiple defendants or third-party appeals, even for emergency procedures or protective procedures by way of summary proceedings or petition.

9.3 The present CGUV applicable to Listed Professionals are those applicable as from March 31st 2023.