

WHEREAS:

The organization asks the Certification Body Apave Certification, with the latter's acceptance, to evaluate its management system or its process or its product(s) with a view to issuing, where applicable, one or more certificates on the basis of the standard indicated in the specific conditions of the contract and the right to use the Apave Certification mark.

The certification contract, which embodies the parties' commitment, consists of the following items:

1. the general conditions herein describing the operating rules and the reciprocal obligations of the parties,
2. the special conditions, supplementing these general conditions in specifying in particular the activities covered by the certification and tailoring the contract to the organization's specific situation and needs. Up to the joint signature by the 2 parties, they are referred to as the "technical and financial proposal.

The certification contract prevails over any other document referred to or otherwise.

NOW IT IS MUTUALLY AGREED AS FOLLOWS:

Article 1. – Contract purpose

The purpose of this contract is to define:

- the conditions for carrying out the audit/expertise/evaluation services of the organizations applying for certification by Apave Certification,
- the terms for using the corresponding Apave Certification mark,
- the communication terms that the organization has to comply with when it holds an Apave Certification certificate, during its validity period,
- the maintaining of the certification.

Article 2. – Apave Certification's obligations

2.1 Audit/expertise/evaluation

Apave Certification undertakes to use qualified auditors/experts and to implement the appropriate means to:

- Evaluate the organization's management system and/or process and/or product(s) which are required to comply with the existing version of the standard(s) indicated in the specific conditions it has accepted.
- Carry out the audits/expertise/evaluations required to maintain or renew, where applicable, the certification, during the period of validity of the certificate(s) issued under the conditions indicated below.
- Issue, where applicable, an Apave Certification certificate provided the audit/expertise/evaluation is deemed satisfactory.

Apave Certification holds information relating to the granting, refusal, maintaining, renewal, suspension, reinstatement, extension, reduction or withdrawal of the certification at the organization's disposal.

The audit/expertise/evaluation conditions are drawn up in a notice sent by Apave Certification to the organization, except in the case of unannounced work specified in the specific conditions or provided for in the standard concerned.

2.2 Certificate form and ownership

On completion of the audit/expertise/evaluation indicated above and provided it considers it to be satisfactory, Apave Certification issues the organization with a certificate or certificates certifying its compliance with the existing version of the standard. The certificate(s) only relate to the sites and/or processes and/or product(s) indicated in the special conditions.

The certificate(s) issued by Apave Certification and the audit report(s) drawn up by Apave Certification and/or its authorized representatives are, irrespective of their medium, issued in a standard form defined and subject to change without prior notice by Apave Certification.

Apave Certification reserves the right, at any time, to add or terminate one or more distinctive indications and/or signs on the certificate(s).

At the organization's written request and subject to Apave Certification's agreement, the certificate(s) may include, where applicable, signs of recognition (mutual recognition agreement indications, approvals, accreditations or logos other than Apave Certification logo, etc.). These additional services shall be billed by Apave Certification after prior agreement between the parties. Any refusal by Apave Certification to such a request does not give right to any compensation and remains without effect on the certification request.

Certification documents remain the Apave Certification's property and may under no circumstances be unilaterally changed or altered. Apave Certification issues the certificate for the certification cycle period as indicated in the special conditions. It is renewable for successive periods of the same time if the audit/expertise/evaluation continues to be deemed satisfactory by Apave Certification. No certificate is transferrable.

2.3 Appeal against an Apave Certification decision

If an organization disputes an Apave Certification decision, it may appeal to the Apave Certification's Supervisory and Appeal Board (CoSAR) notwithstanding the provisions of Article 13

Appealing against an Apave Certification decision does not have the effect of suspending the decision.

2.4 Rules for using the certification mark

Apave Certification undertakes to inform the organization of the rules governing the use and the terms for using the Apave Certification mark.

For the activities covered by an accreditation, Apave Certification does not authorize the certified organization to reproduce the COFRAC accreditation mark, nor to refer to its accreditations.

2.5 Changes to certification requirements

Apave Certification undertakes to inform the organization as soon as possible of any change it intends to make to its requirements for the granting of a certification.

Article 3. – Organization's obligations

3.1 Obligations prior to audits/expertise/evaluations

The organization undertakes to:

- provide Apave Certification with accurate, truthful and complete information and inform it of any fact that may affect the certification process. Specifically, the organization is required to:
 - inform Apave Certification of any previous certification procedures and their results,
 - inform, where applicable, Apave Certification of the name of any organization(s) having provided, or which is providing, advisory or similar services (*),
- accept the attendance of a silent observer whenever such attendance is imposed on Apave Certification by international and/or national standards, or by administrative regulations to which Apave Certification is a signatory.

() assistance services for the design, implementation or maintaining of quality or environmental management systems, assistance services for obtaining or improving the quality of products or services, more general services, the purpose of which is to obtain or facilitate certification, total or partial management of an organization's quality system (drafting of manuals, guides and procedures).*

3.2 Obligations related to audits/expertise/evaluations

Under this contract, it is the organization's responsibility to cooperate with Apave Certification and/or its authorized representatives by facilitating any operation to check compliance with freely accepted certification rules and to pay the amounts owed to Apave Certification. The organization declares that it complies with legal provisions.

This in particular calls for the organization to:

- comply with the certification process,
- submit Apave Certification and/or its authorized representatives with all the required working documents, and in particular those used by the organization, in sufficient time to allow Apave Certification to take action,
- provide Apave Certification with the required means of access and transportation to the work sites, all the equipment required to carry out the audits/expertise/evaluations as well as the staff concerned, (including a guide to facilitate the audit),
- ensure for all individuals sent by Apave Certification, that all health and safety rules comply with the existing legislation and regulations,
- take the steps required to remove any obstacle or difficulty which could hinder the proper performance of Apave Certification's audits/expertise/evaluations,
- accept that Apave Certification take as a reference, in the context of maintaining the certification concerned, the results of regulatory controls and/or inspections carried out by other organizations,
- return duly signed, where applicable, the notices sent by Apave Certification prior to any audit/expertise/evaluation, within the deadlines stipulated therein. If no reply is received within

these time limits, the organization shall be deemed to have accepted the terms of the said notices,

- send Apave Certification, where applicable, any request to challenge the auditor(s)/expert(s) upon receipt of the audit/expertise/evaluation notice by registered letter with a duly justified acknowledgement of receipt.

Apave Certification shall not allow organizations to request changes/replacements of auditors, in particular AQMS auditors, without strong evidence of irregularities or breaches of contract. Compliance with rules on export controls, auditor nationalities and confidentiality/conflict of interest issues shall be an exception to this requirement. Apave Certification shall be able to appoint and rotate auditors, depending on availability

3.3 Obligations entailed by the holding of a certification

It is the organization's duty to:

- inform Apave Certification of any significant change(s) relating to it, in particular as regards its identity, its workforce, its organization, its certification scope, the individuals having decision-making power and their representative(s), its business and/or its products, or the ceasing of business in the certification field. Apave Certification shall assess the impact of these changes on the maintaining of the certificate(s). Notice shall be given within one (1) calendar month at the latest of the change. The holder of a certificate must, in this case, ensure that during the transitional period and up its final introduction, it continues to meet the requirements which enabled the certificate(s) to be issued. These states must be able to be identified and followed up. If in doubt, it is the organization's responsibility to inform Apave Certification of this so as to jointly manage the problem raised,
- authorize any follow-up audit/expertise/evaluation provided for in the special conditions during the certificate's period of validity. The number of follow-up audits/expertise/evaluations during the certificate's period of validity is indicated in the special conditions. The costs of such audits/expertise/evaluations shall be borne by the organization,
- comply with the requirements of the standard (existing version) as issued by Apave Certification during the period of validity of the certificate(s) issued by Apave Certification, and which the organization declares that it has received and accepted unreservedly,
- keep a report of complaints and claims up to date and at Apave Certification's disposal, together with the files including the steps taken associated with its certification,
- inform Apave Certification of any incident that occurs, and whether it reveals or causes a defect in the process and/or the product(s), whether this defect is potential or demonstrated, whenever such a defect creates or is likely to create (if proven) a risk for the organization and/or its staff and/or the end consumer and more generally for any property or any individual in direct or indirect contact with the process and/or the product(s). The organization undertakes to take the appropriate steps and keep an accurate, up to date status report which it shall submit to Apave Certification at the latter's first request.
- accept, where applicable, any detailed, exceptional or additional audits/expertise/evaluations decided on by Apave Certification's competent authorities. An exceptional detailed audit/expertise/evaluation may be initiated when Apave Certification has information calling into question the awarding of the certificate(s) and/or relating to non-compliance with contractual obligations. The costs related to this audit/expertise/evaluation and a compensation equivalent to 5 times such costs for damage to the Apave Certification's image shall be borne by the organization if the information proves to be founded. If not, they shall be borne by Apave Certification. The refusal of a detailed, exceptional or additional audit/expertise/evaluation by the organization may result in the refusal, suspension or even withdrawal of certification.

- accept unannounced audits/expertise/evaluations where the certification process provides for them. The costs of such audits/expertise/evaluations shall be borne by the organization.
- Certification in the aerospace field (EN 9100, 9110, 9120):
 - OASIS administrator: At Apave Certification's request, the organization must identify an OASIS database administrator within its structure to manage the information in this database.

The administrator's account must be operational by the time the certification is granted at the latest. During surveillance audits, the auditor ensures that the OASIS administrator's account is up to date and active. Apave Certification may suspend certification if the organization fails to maintain the OASIS administrator.

- Observers: In addition to any observers from the accreditation body, the organization undertakes to accommodate on its premises any observers who are members of the IAQG and/or regulatory bodies and/or representatives of customers who may be sent to assess auditors in an audit situation.

In the event of refusal by the organization, Apave Certification may decide to withdraw the organization's certification.

- Specific access: For certification audits to be carried out properly, the organization must give auditors access to any equipment, documents and export control requirements classified as confidential relating to its own customers in the aviation, space and defence fields.
- Access to audit reports: The EN 9104 standard, which governs the certification system according to the EN 91xx series standards, requires the certification beneficiary to provide its customers and potential customers on request with a copy of the audit report and associated documents/records (except in the case when the audit report contains confidential data relating to the competitiveness of its activities and/or generating a conflict of interest, in which case the non-disclosure of the audit report must be justified to Apave Certification). Once certification has been obtained, the organization undertakes to comply with this requirement. It may provide access to this data through the OASIS database or by directly providing its customer with the audit report.
- Special case of nonconformities identified during audits in the aerospace field (EN 9100, EN 9110, EN 9120):
 - Nonconformity not requiring immediate containment action:
 - The organization shall provide the lead auditor with the completed nonconformity Form 4 (root cause identification, corrective action and completion date(s) of the scheduled corrective action), within 20 calendar days (after the last day of the audit).
 - Nonconformity requiring immediate containment action:
 - The organization shall provide the lead auditor with the immediate steps taken to contain the situation and nonconforming conditions and bring all identified nonconforming products under control, within 7 calendar days (after the last day of the audit). The immediate containment and corrective actions shall be able to be checked by the audit team during the audit.
 - For any major and/or minor nonconformity identified during a renewal audit: the organization shall implement the corrections and corrective actions before the certification expires.

- No certificate can be issued until all major and minor nonconformities have been contained, satisfactorily corrected according to Root Cause Analysis, and corrective action has been implemented, reviewed, accepted and verified by Apave Certification.
- Apave Certification must apply the certificate suspension process (see article 6) when the organism fails to demonstrate compliance with the applicable standard within 60 days of issuance of the nonconformity report (NCR).

3.4 Information obligation

The organization shall inform Apave Certification if the activity or activities to be certified are subject to legal or regulatory provisions, compliance with these provisions being the organization's exclusive responsibility.

The purpose of the certified organization's certificate is not to obtain a reduction in the regulatory checks of public authorities and/or to obtain approval under a regulatory procedure. The organization should inform Apave Certification, however, if this was the case, including on an exceptional basis.

In this case, if the certificate is suspended, the organization undertakes to immediately inform the Public Authorities from which it had obtained an exemption and send a copy to Apave Certification.

If the certified organization is given formal notice during the certification cycle, it shall immediately inform Apave Certification.

- Certification for Occupational Health and Safety management
 - The organization inform without delay Apave Certification, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority,
 - In such case, Apave Certification can decide to organize a special audit,
 - This audit or the information's gathered about the situation can lead Apave Certification to suspend or withdrawn the certificate.

3.5 Communication

During the period of validity of its certificate(s), the organization undertakes to only refer to Apave Certification's work and the issuing of its certificate(s) in all its documents and irrespective of the medium used in accordance with the principles of clarity and sincerity.

The organization undertakes not to report its certification in a way that could damage Apave Certification's reputation or mislead third parties as to the scope of its certification. For any other use, it must obtain Apave Certification's prior agreement.

The organization authorizes Apave Certification to include its name and the information appearing on the certificate and any annexes thereto, as well as its contact details, in the list of certified organizations, in particular on the www.apave-certification.com website, and on any other medium during the validity of its certificate(s).

Apave Certification authorizes the organization to use any audit reports and certificates, written by Apave Certification as part of the certification process, under its sole responsibility, in their entirety and unchanged.

Article 4. - Financial terms and conditions

The price payable to Apave Certification and the terms of payment are defined and specified in the specific conditions of this contract.

All prices billed by Apave Certification to the organization are subject to a yearly revision (on 1 January) within the limit of the yearly revision in the SYNTEC index (revision of the index during the previous calendar year). Any failure or delay on the part of Apave Certification to apply this indexation clause shall not be interpreted as a renunciation on its part to apply this clause.

Any travel and subsistence costs (food and accommodation) incurred in carrying out audits/expertise/evaluations shall be borne by the organization, which shall reimburse them on submitting of invoices and supporting documents.

It is specified that the prices are in Euros excluding taxes, plus VAT at the legal rate existing on the date on which the service is provided.

If, for any reason whatsoever, the certification procedure is discontinued, the amounts corresponding to work carried out or begun by Apave Certification shall be payable or remain acquired by Apave Certification.

The organization shall be billed additional costs in the event of an exceptional or additional detailed audit/expertise/evaluation.

If an audit/expertise/evaluation is unilaterally postponed or cancelled by the organization less than ten (10) working days before the date scheduled and accepted for the opening of the audit/expertise/evaluation, the organization must pay thirty percent (30%) of the price that would have been billed if the audit/expertise/evaluation had been carried out, except in cases of force majeure as understood by French case law.

Article 5. – Contract term - Renewal

This contract shall come into effect on the date the financial and technical proposal is signed by the organization and shall end at the end of the validity of the certificate(s) issued under this contract.

This contract may be terminated by giving six (6) months' notice before it expires by sending a registered letter with acknowledgement of receipt.

The acceptance by the organization of the proposal for financial and technical renewal of certification sent by Apave Certification shall be deemed to be explicit acceptance of renewal. In this case, the organization shall authorize the renewal audit/expertise/evaluation approximately four (4) months prior to the certificate's expiry date.

Article 6. – Certification reduction in scope / Suspension / Withdrawal

A decision to reduce the certification scope may be taken in respect of the organization when it has failed to meet the certification requirements in certain aspects falling within the certification scope and field.

A decision to suspend or withdraw the certificate(s) may be taken against the organization by Apave Certification in the following cases:

- at its request, for example, in the event of a reorganization temporarily preventing continued compliance with the certification requirements,
- at the Apave Certification's initiative due to deviations observed from the criteria required and defined in the standard, or in the event of a succession of postponed audits/expertise/evaluations, and/or audits/expertise/evaluations calling the certification into question, or in the event of non-compliance with the rules governing certification publication, or in the event of non-compliance with the regulations for using the Apave Certification mark, or due to non-compliance with professional ethics.

This suspension is for a maximum period of eighteen (18) months if requested by the organization. Any suspension at Apave Certification's request is decided for a period defined by the Certification Body Director according to expert decision and may be renewed, but may in no case exceed six (6) months. Beyond this period, it is converted into a reduction in the certification scope or a certification withdrawal and requires a complete or partial certification process as soon as compliance is restored. It may be lifted before the time limit and at the organization's request once the latter has justified that it is no longer necessary. These time limits include the completion of the action required to lift the suspension.

Decision for reduction in scope or Withdrawal of certification is definitive.

Upon receipt of the notice of the suspension or reduction in scope or the withdrawal of its certificate(s) by Apave Certification, the organization undertakes to no longer use documents referring to the certification in question and to no longer prepare or create technical or commercial documents in which its certification is referred to, or communicate on this in any way, or place on the market the product which gave rise to the suspension or the withdrawal. If the certification scope is reduced, the organization undertakes to no longer use documents referring to the certification in question and to amend any technical and commercial documents relating to the certification.

In the event of urgency or because of the seriousness of the facts found, Apave Certification may, without prior formal notice, suspend or withdraw the certification.

Any suspension or the withdrawal may be communicated to this effect by Apave Certification, in particular on www.apave-certification.com website, and Apave Certification reserves the right to specify whether the suspension or withdrawal in question occurred at Apave Certification's initiative or at the organization's initiative.

Once the suspension ends and depending on how long it lasts, Apave Certification may immediately carry out another complete audit/expertise/evaluation of the organization against the required criteria as defined in the standard. The Apave Certification Body Director according to expert decision takes the decision to reinstate or withdraw the certificate(s) on the basis of the outcome of the audit/expertise/evaluation.

Special case of audits in the aerospace field (EN 9100, EN 9110, EN 9120): The renewal decision may under no circumstances be taken after the certificate has expired. If the renewal decision cannot be taken before the certificate has expired, a new complete initial audit (stage 1 and stage 2) shall be required for the issuing of a new certificate.

The suspension or withdrawal of the certificate(s) shall not entail an extension of the period of validity of the said certificate(s).

Apave Certification may decide to withdraw certification, without prior suspension, in the event of significant deviations in the use of the mark.

Article 7. - Termination

If one of the parties fails to fulfil its obligations, it may be called upon by the other party to perform its obligations within one (1) month of receipt of a formal notice letter.

If the formal notice remains without effect, its author shall have the right to terminate this contract at any time by registered letter with acknowledgement of receipt (or by equivalent means for international cases), subject to giving two (2) months' notice.

In particular, the parties have already mutually agreed that Apave Certification shall have the right to terminate the contract forthwith without notice or compensation, in particular in the following cases:

- if the organization did not obtain its certificate at the end of the audit carried out by Apave Certification,,
- when the certificate(s) are withdrawn or not renewed,
- if the organization is directly or indirectly involved in events likely to directly or indirectly affect Apave Certification's interests,
- when a suspension or withdrawal decision is taken against the defaulting organization and the latter has not taken the steps required to lift the suspension,
- if Apave Certification ceases the certification activity involving the certified organization, and if the introduction of a national or international standard or a European directive affects the purpose of this contract.

The contract termination entails the withdrawal of the certificate(s).

The termination by the organization, for reasons not involving a non-performance of Apave Certification's obligations, shall result in the abandoning of the amounts already paid by the organization together with the payment of a compensation corresponding to 20% of the amounts still to be paid.

Article 8. – Certification contract end

When the certificate(s) is (are) no longer valid, following non-renewal, withdrawal or termination of this contract, for any reason whatsoever, the organization undertakes to:

- return the certificate(s) to Apave Certification within one (1) month of notice being given of the end of its(their) validity,

- no longer prepare or create, from receipt of notice, commercial and/or technical documents in which reference is made to its certification, or communicate in any way whatsoever to this effect on any medium,
- remove, from receipt of notice, any reference to the certificate(s) and/or remove the Apave Certification mark from any product, commercial advertising material or documents and no longer actively refer to the Certification.

The organization which is no longer certified shall make available to Apave Certification, upon its request, a complete list of the technical documents and commercial material it used. Apave Certification reserves the right to make this expiry of validity known.

Finally, the organization's name shall no longer appear in the list of certified organizations and/or products appearing on the Apave Certification website and/or on any other medium.

Article 9. – Communication of the mark

Any use of the Apave Certification logo by the organization having obtained the certificate from Apave Certification, shall comply with the regulations for using the mark.

The parties have already mutually agreed that any use of the Apave Certification logo shall comply with the principles of clarity and sincerity.

The organization may post the Apave Certification mark together with the relevant standard(s) on its website in compliance with the regulations for using the Apave Certification mark as well as the legal and contractual provisions.

However, the organization undertakes to remove the Apave Certification mark immediately, at Apave Certification's first request, with the proviso that Apave Certification shall make its request, whenever it considers that the total or partial content of the certified organization's website:

- goes against its ethical values,
- contravenes any formal provisions,
- is obscene,
- is defamatory,
- is offensive,
- violates anyone's rights,
- is likely, in any other way, to harm Apave Certification's direct or indirect interests.

Beyond the certificate's period of validity, the organization undertakes not to use the Apave Certification mark under which the certificate was issued.

Article 10. – Confidentiality

Apave Certification undertakes not to disclose, even partially, any information which it has become aware of during the negotiation or performance of this contract and which the organization has declared to be confidential, including the complaints received by Apave Certification. If information has to be disclosed for legal or contractual (with accreditation body, ..), the organism is notified of the information provided by Apave Certification within the limits prescribed by law or contract.

All individuals, service providers or employees involved in the certification process are bound by a professional confidentiality agreement. The same shall apply to any silent observer whose attendance at the location of the audits/expertise/evaluations has been required by national and international standards or national and international agreements.

The provisions of this article shall remain in force notwithstanding the termination of this contract through expiry or termination for any reason whatsoever for a period of five (5) years.

At the end of this contract or in the event of termination, either party may require the other party to destroy certain documents deemed to be confidential and/or return them to it. Such documents such be destroyed or returned on request.

Special case of certifications in the aerospace field (EN 9100, EN 9110, EN 9120): The organization accepts that Apave Certification downloads the aerospace audit reports on the OASIS database (if an audit report contains confidential data relating to the competitiveness of its business and/or generating a conflict of interest, the organization may ask Apave Certification not to download the said audit report, and in this case the justification for such a request shall be made to Apave Certification in writing).

In addition, organisation may deny auditors access to "confidential organisation" or classified information and/or locations due to competitive sensitivity, to national security rules invoked in the client's contracts. Apave Certification shall require the organization to provide information if activities, programs, specifications and/or locations are not accessible due to their restrictive or confidential nature.

Any information considered confidential by the organisation's clients and/or authorities, or the organization itself, must not be recorded in the reports, unless the audited organization has given its consent.

Article 11. Terms & Conditions applied to the protection of personal data regarding Apave CERTIFICATION "GDPR" processors

Under the agreement signed with Apave Certification, Apave Certification and its co-contractor (the "service provider") undertake to comply with the current regulations applicable to personal data processing, particularly Act No. 78-17 of 6 January 1978 amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). The terms used in this article have the meaning ascribed by the GDPR. The purpose of this Appendix is to define the terms & conditions in which the service provider shall undertake to carry out personal data processing activities on behalf of Apave Certification as a processor in the meaning of the aforementioned Regulation. In cases where it is the controller as far as certain data is concerned, the service provider shall undertake to act as regards its sub-processors in accordance with the provisions under this Article with respect to Apave Certification.

Obligations of the service provider as the processor: The service provider shall undertake to act only on documented instructions from Apave Certification for the personal data transmitted by Apave Certification or collected from third parties on its behalf, and shall keep available to the latter the record of processing activities carried out on behalf of the controller. It shall have taken all the necessary technical and organisational measures aimed at ensuring the security, confidentiality, availability, integrity and traceability of processing activities and personal data under the appropriate conditions and pursuant to the requirements of the GDPR. It shall undertake to furnish Apave Certification with adequate safeguards allowing the latter to check the measures it will have adopted.

The security level chosen shall be appropriate in light of the risks to the rights and freedoms of data subjects and factor in the type of processing. It may be amended at Apave Certification's request in order to improve the security of personal data and more effectively address any breach. To that end, Apave Certification shall conduct impact assessments of processing activities and prior consultations, and the service provider shall undertake to cooperate as requested in this regard.

The service provider shall undertake to ensure that the persons who process Apave Certification's personal data comply with the latter's instructions in terms of processing, ensure that such data remains confidential and receive appropriate training in personal data protection. Inter alia, the service provider shall undertake to assist Apave Certification for the fulfilment of its obligation to act on the requests of the data subjects with a view to exercising their rights and to cooperate with the supervisory authority, at the latter's request, in the performance of its tasks.

Transfer: The service provider shall undertake not to transfer personal data processed on Apave Certification's behalf outside the European Union. Where this may be required by the contract, it shall request Apave Certification's express prior written authorisation, unless prohibited by law.

Sub-processors: The service provider may not call on a processor to conduct the data processing activities of Apave Certification if the latter has not given its express prior written authorisation concerning each of the sub-processors, or their change. Such information shall clearly indicate the processing activities subject to sub-processing and the dates of the sub-processing contract. The service provider shall undertake to transfer to its sub-processors the obligations incumbent upon it under the contract. The service provider shall remain fully liable as regards Apave Certification for the sub-processor's performance of its obligations.

Notification of personal data breaches: The service provider shall notify Apave Certification in writing of any breach concerning personal data it processes as processor under the contract without undue delay, and not later than 72 hours after having become aware of it.

Transfer outside the EU: The service provider shall undertake not to transfer personal data outside the European Union. Should it be required to do so under the Contract, it shall undertake to adopt the appropriate safeguards and to obtain the other party's prior authorisation on the transfer and safeguards. In any case, the service provider shall remain liable for its undertakings concerning such personal data as regards Apave Certification.

Liability: The service provider shall be liable as regards Apave Certification for any damage resulting from the non-performance or improper performance of its obligations concerning the personal data for which it is the processor under the Contract. The service provider shall not be liable for any indirect damage.

The service provider shall be held liable for damage caused to a natural person whose personal data is being processed only where it has not complied with obligations specifically directed to processors or where it has acted outside or contrary to lawful instructions of Apave Certification. Where the personal data breach is the result of a failure on the part of both Parties to fulfil their obligations, each Party shall bear the fines, indemnities or damages resulting from said failure, in proportion to their respective liability in this regard.

Audit: During the performance of the contract, Apave Certification may, at its cost, have audits carried out of the personal data processing activities entrusted to the processor. Apave Certification must notify the service provider, in writing with acknowledgement of receipt, giving minimum notice of thirty (30) calendar days and specifying the purpose of the envisaged checks,

which will bear solely on the personal data processing activities required for performing the contract. The service provider will receive the audit report at the end of the audit. Should the audit report identify a lack of conformity of the personal data processing activities entrusted to the processor, the service provider shall undertake to adopt the necessary corrective measures within the time-limit agreed with Apave Certification. The Parties shall undertake to keep the audit durations as short as possible. Only one audit may be organised per year of contract performance. Were this audit to reveal failings, an audit to check compliance may be organised, within the limit of two audits per year of contract performance. Audit costs shall be borne by Apave Certification, with the costs of audits to check compliance to be borne by the service provider.

Fate of personal data: At the end of the contract, and where there is no contractual provision for a reversibility process, the service provider shall undertake to destroy the personal data that Apave Certification has entrusted to it and to delete all copies that may have been made for the requirements of performing the contract, with account taken of the statutory retention and archiving time-limits.

DPO: The Apave Certification DPO may be contacted by the service provider or the data subject at the following postal address: 6 Rue du Général Audran CS 60123 - 92412 Courbevoie - France, or email address: dpo@apave.com

The service provider shall undertake to forward the name and contact details of the DPO or person authorised to receive personal data requests.

Description of processing activities

<i>Type of processing</i>	<i>Recording, provision, storage and deletion</i>
<i>Purpose of the processing</i>	<i>Performing the purpose of the contract</i>
<i>Means of the processing</i>	<i>The service provider must approve the means of the processing activities entrusted to it.</i>
<i>Category of PD processed</i>	<i>Last name, first name, company, address, telephone details, email address, position, signature</i>
<i>Categories of data subjects</i>	<i>Customers</i>
<i>Country of PD processing</i>	<i>European Union</i>
<i>Processing duration</i>	<i>Contract duration + 15 years</i>
<i>Apave Certification DPO</i>	<i>Contact details: dpo@apave.com</i>
<i>Information to be provided by the Service Provider</i>	<i>Data classification</i> <i>Personal data</i> <i>Name of DPO</i>

	<i>Contact details of DPO</i>
<i>Safeguards to be provided by Apave Certification</i>	<i>Data privacy policy</i> <i>Cybersecurity policy</i> <i>IT charter</i>

Article 12. – Force majeure

Neither party shall be considered to be in breach of its obligations to the extent that the performance all or any part thereof is prevented by an event of force majeure.

Force majeure means, in the absence of any fault on the part of the parties, any unforeseeable and irresistible external event as defined in Article 1148 of the French Civil Code and case law of French Courts, such as: total or partial strike, states of emergency, natural disasters, lockouts of transport facilities, fires, lockouts of telecommunications including the Internet network, power grid interruption, political events, hospitalisation, personal injury, death, etc.

In such a case, neither party shall be entitled to indemnities, interest or other compensation for any damage suffered.

To be enforceable against the other party, the party invoking any case of force majeure must give the other party notice of it by fax no later than two (2) days after its occurrence. Such notice shall indicate the exact start dates and the probable end date of the force majeure event and shall be followed by the sending of a registered letter (or by equivalent means for international cases) to the other party confirming these dates.

This contract shall be suspended throughout the force majeure event.

If the force majeure event(s) lasts longer than two (2) months, the party it has been referred to may, failing a better agreement between the parties, terminate this contract forthwith by registered letter with acknowledgement of receipt (or equivalent means for international cases), without compensation and without further notice.

Article 13. – Impartiality

Apave Certification reserves the right to refuse the provision of a certification service if its impartiality could be compromised.

Apave Certification cannot:

- offer or provide management system advisory services,
- carry out internal audits of organizations certified by Apave Certification,
- certify a management system for which Apave Certification has carried out internal audits for a period of 2 years following the end of the service,
- issue certification for an organization that has benefited from management system advisory and internal audit services for the same management system if the relationship between Apave Certification and this organization would be a threat to impartiality.

Article 14. – Liability and insurance

Throughout this contract, the organization shall be entirely liable for any consequences resulting from its faults, errors or omissions, and for any injury or loss of life, material damage or consequential loss caused to third parties.

The organization shall take out the insurance required to cover all the liabilities it may incur under this contract, at its own expense, with a reputedly solvent insurance company, and undertakes to maintain this insurance in place throughout this contract.

Apave Certification undertakes to take the greatest care to comply with the best practices of its profession in providing its services for which it undertakes to devote the required resources.

It may be held liable only in the event of theft, gross negligence or breach of an essential obligation, which the organization must prove.

In this eventuality, Apave Certification's obligation towards the organization for damage, losses, costs, disbursements and other prejudices suffered for which it would be professionally liable, may not, whatever the circumstances, nature or significance of the prejudices suffered, in any case exceed an amount of three thousand (3,000) Euros excl. tax.

If a third party files a complaint with Apave Certification or against Apave Certification relating to one of its certificates, the certified organization undertakes to give Apave Certification access to all information enabling the dispute to be investigated.

When Apave Certification assigns a certificate to the organization, the latter shall be able to use it and give it the importance it intends, but may not give it a value other than what it represents, i.e. an evaluation and not a guarantee.

The organization therefore undertakes, in the event of a dispute from a third party, not to seek any assurance from Apave Certification as to the expected interpretation of the certificate's value.

The awarding of the certificate does not, in itself, act as a notice of compliance with the requirements of national and/or international regulations and/or legislation.

More generally, and unless explicitly stated otherwise by Apave Certification, Apave Certification's audit/expertise/evaluation is not intended nor does it have the means to check the application by the organization of the regulations governing it.

As a consequence, the organization can in no case claim that it or its services are in compliance with national and/or international regulations and/or legislation by the mere fact that it holds a certificate.

In particular, it should be noted that Apave Certification may not be held liable by the organization and/or by a third party for a defect, whatever the cause or type of product(s) having undergone an audit/expertise/evaluation and which resulted in the awarding of one or more certificates by Apave Certification.

Article 15. – Applicable law and jurisdiction

The parties hereby agree that this contract is subject to French law.

In the event of a shortcoming herein and if they are unable to find a solution to the difficulties of interpretation that they may encounter during the performance of this contract, the parties agree that only French law shall apply in representing their intent.

If any provision of this contract is excluded by a public policy rule applicable to it in any State, the validity of the other provisions shall not be affected either for this State or for other States.

The parties shall endeavour to settle amicably all disputes which may arise in the interpretation or performance of this contract and agree to meet or make contact, as the case may be, within one month of receipt of a registered letter with acknowledgement of receipt from either party setting out the reasons for the dispute.

If, after a period of three (3) months from the date of receipt of the registered letter with acknowledgement of receipt, the parties are unable to reach an agreement, they agree to bring their dispute before the courts having jurisdiction over the place where Apave Certification is domiciled.

Article 16. – Official address

The official address of each party is the one which it has indicated in the particular conditions.

To be enforceable against the other party, any change in the official address or company name of one of the parties shall be subject to giving the other party two (2) months' prior notice by registered letter with acknowledgement of receipt.

Article 17. – Miscellaneous provisions

- The titles of the articles included in this contract are purely indicative and under no circumstances influence their meaning or interpretation.
- The fact of one of the Parties not taking advantage of the application of one of the clauses of this contract shall not be interpreted as a waiver of the said clause or as an amendment of this contract.
- If a clause of this contract is declared null and void or inapplicable by a French court, the validity of the said contract shall not be called into question in its entirety unless it is thereby rendered meaningless.

If a clause of this contract is considered null and void, the parties shall meet to replace the annulled clause as soon as possible by a stipulation that fulfils as far as possible the contract's legal and financial purposes while maintaining its balance. Failing agreement, the parties agree to the application of French supplementary provisions.

- This agreement may only be amended by means of an amendment signed by the parties. Subsequent amendments shall form an integral part of this agreement and shall be subject to all the provisions governing it and which are changed by the said amendment.