

GENERAL TERMS AND CONDITIONS OF PURCHASE SOPRA STERIA

Definitions

In these General Purchase Conditions the following terms will have the following meanings:

Contract:	any written agreement based upon which Sopra Steria purchases Goods and/or Services from Supplier.
General Terms and Conditions of Purchase:	these general terms and conditions of purchase.
Goods:	all goods of any nature whatsoever (including property rights) to be delivered by Supplier to or for Sopra Steria under a Contract.
Goods and/or Services:	all Services and/or Goods to be provided by Supplier under a Contract.
Sopra Steria:	all companies affiliated to Sopra Steria Holding B.V. in accordance with article 2:24a to 2:24c of the Civil Code of the Netherlands.
Proposal:	the Proposal of a Supplier submitted to Sopra Steria, whether or not in response to a Proposal request.
Proposal request:	the invitation from Sopra Steria to Supplier to submit a Proposal.
Service(s):	all services to be provided by Supplier to or for Sopra Steria under the Contract as well as the resulting products.
Supplier:	the party that submits a Proposal and/or with whom Sopra Steria enters into a Contract.

1 Applicability

- 1.1 The General Terms and Conditions of Purchase apply to and form an integral part of all offers, Proposal Requests, Proposals and Contracts under which Sopra Steria purchases Goods and/or Services.
- 1.2 Deviations from the provisions laid down in the General Terms and Conditions of Purchase will only be binding on Sopra Steria if and insofar as an authorised representative of Sopra Steria has explicitly accepted these deviations in writing.
- 1.3 The applicability of the (general) terms and conditions of Supplier in any form whatsoever and however described, is explicitly excluded.
- 1.4 If any provision of these General Terms and Conditions of Purchase and/or the Contract is void or voided, the other provisions will remain in full force. Sopra Steria will draw up (a) new provision(s) that will reflect as near as possible the object and purpose of the void and/or voided provision(s). The new provision will replace the original provision.
- 1.5 Sopra Steria reserves the right to amend the General Terms and Conditions of Purchase, informing Supplier of such an amendment in writing. This will not affect the key stipulations of the Contract, however, such as the nature, price, size and contents.

2 Proposals

- 2.1 A Proposal must be in accordance with the conditions and specifications included in the Proposal Request. If Supplier wishes to offer an alternative, this must be included explicitly and separately in the Proposal.
- 2.2 A Proposal must provide insight into the specific features (including but not limited to the price) of the Good(s) and/or Service(s) to be provided with respect to which Supplier and/or one of its affiliated companies know or ought to know that they are important to Sopra Steria.
- 2.3 The Proposal shall mention any existing (delivery) obligations of Supplier towards Sopra Steria. In default thereof, Sopra Steria is entitled to suspend all its obligations towards Supplier taking effect immediately and/or, where the same Good and/or Service is concerned, to deduct any differences in pricing with retroactive effect or to recover such differences from Supplier.
- 2.4 A Proposal will be regarded as an irrevocable offer, unless otherwise indicated by Sopra Steria in the Proposal Request. A Proposal must be valid for at least 90 (ninety) days, to be calculated from the day on which it is made available to Sopra Steria.
- 2.5 The costs incurred by Supplier in relation to a Proposal will not be paid by Sopra Steria.

3 Formation of the contract

- 3.1 Sopra Steria will only be bound to a Contract entered into in writing and signed by an authorised representative of Sopra Steria.
- 3.2 The Goods and/or Services provided by Supplier or the relevant preparations before a Contract is entered into will be at Supplier's expense and risk.

4 Performance of the Contract

- 4.1 All Goods and/or Services to be provided by Supplier will be provided with care and skill, based on an obligation to achieve a result, unless the Parties explicitly agree otherwise in writing.
- 4.2 Supplier is obliged to point out to Sopra Steria the unsuitability of or defects in goods or services proposed, made available or prescribed by or on behalf of Sopra Steria, insofar as Supplier is or reasonably ought to be aware of them.

- 4.3 Supplier, his employees and/or third parties engaged by him are obliged to comply with the statutory safety, health and environmental regulations, as well as with the operating rules and regulations of Sopra Steria in the area of access, safety, health and the environment. On request, Sopra Steria will inform Supplier about the rules and regulations mentioned above.

- 4.4 Supplier declares to comply with all legislation and regulations relevant to the performance of the Contract. Supplier will also abide by the codes and guidelines of Sopra Steria and its customers (insofar as applicable to Supplier) that are applicable to suppliers. The Sopra Steria Code of Conduct for Suppliers and Partners is attached as annex to these General Terms and Conditions of Purchase. Supplier guarantees that its employees and any third parties that it engages are familiar with the Code of Conduct and that they will comply with it. Insofar as a permit is required for the performance of the Contract, Supplier will be liable for obtaining and maintaining such a permit.

5 Quality/guarantee

- 5.1 Supplier guarantees and indemnifies Sopra Steria that the Goods and/or Services to be provided:
 - a) comply with the conditions and specifications set out in the Contract; and
 - b) comply with the reasonable expectations with regard to their features, quality and reliability that Sopra Steria may have, taking into account all circumstances, on the basis of the Proposal Request and Contract or generally accepted standards; and
 - c) comply with the applicable legal regulations and government decisions, including but not limited to the relevant import and export provisions and provisions regarding the environment, safety and health; and
 - d) are compatible with other programs and/or products used at Sopra Steria; and
 - e) as far as Goods are concerned, are complete and ready for use and that all components, auxiliary materials, accessories, tools, spare parts, user's manuals and instruction books that are necessary are delivered along with them;
- 5.2 Supplier shall perform the Contract carefully and skilfully, look after the interests of Sopra Steria to the best of his knowledge and provide the Goods and/or Services to the best of his abilities and knowledge.
- 5.3 Supplier guarantees the quality of the person(s) entrusted on his behalf with the execution of the Contract.
- 5.4 If the provision of a Good is concerned, Supplier guarantees that for a period of at least 5 (five) years after the delivery of the Good, i) he will be able and obliged to maintain the last version, the next-to-last version and the version before that and ii) he will ensure that spare parts, service parts, components, special tools and/or measuring equipment necessary for repairs or maintenance of the Good in question will continue to be available.

6 Price

- 6.1 Unless otherwise indicated, all amounts mentioned in and arising from the General Terms and Conditions of Purchase, the Proposal and the Contract are expressed in euros and exclusive of VAT.
- 6.2 The prices agreed will be fixed for the duration of the Contract and include all costs and expenses that are necessary for the performance of the Contract, including, in any case but not limited to the costs of user documentation and operating instructions, travel and accommodation expenses, cost of packaging, installation, insurance and government levies.
- 6.3 Changes that occur during the term of the Contract to wage costs, prices of materials, taxes or any other costs will not be paid by Sopra Steria, unless otherwise agreed in writing.
- 6.4 Sopra Steria is only obliged to pay costs and/or rate increases, including additional work as well, if the Parties have agreed to this beforehand in writing.

7 Invoicing and payment

- 7.1 Goods will be invoiced in one invoice after delivery unless explicitly agreed otherwise.
- 7.2 Services will be invoiced monthly in arrears after the Service is provided, unless explicitly agreed otherwise.
- 7.3 Invoices will be paid by Sopra Steria within 60 days after receipt of the invoice, on condition that Sopra Steria has not rejected the Goods and/or Services delivered and provided that the invoice complies at the very least, in addition to all statutory requirements, with the following requirements:
 - a) correct name details of the relevant Sopra Steria company;
 - b) mailing by e-mail, at the attention of the accounts payable department, to facturen.nl@sopraSteria.com (unless explicitly agreed otherwise);
 - c) mention of VAT registration number and Chamber of Commerce registration number of Supplier;
 - d) mention of the contact person of Sopra Steria;
 - e) mention of the corresponding purchase order number;
 - f) mention of payment terms, if different from the term mentioned in this article, provided that the different term has been approved beforehand by Sopra Steria.

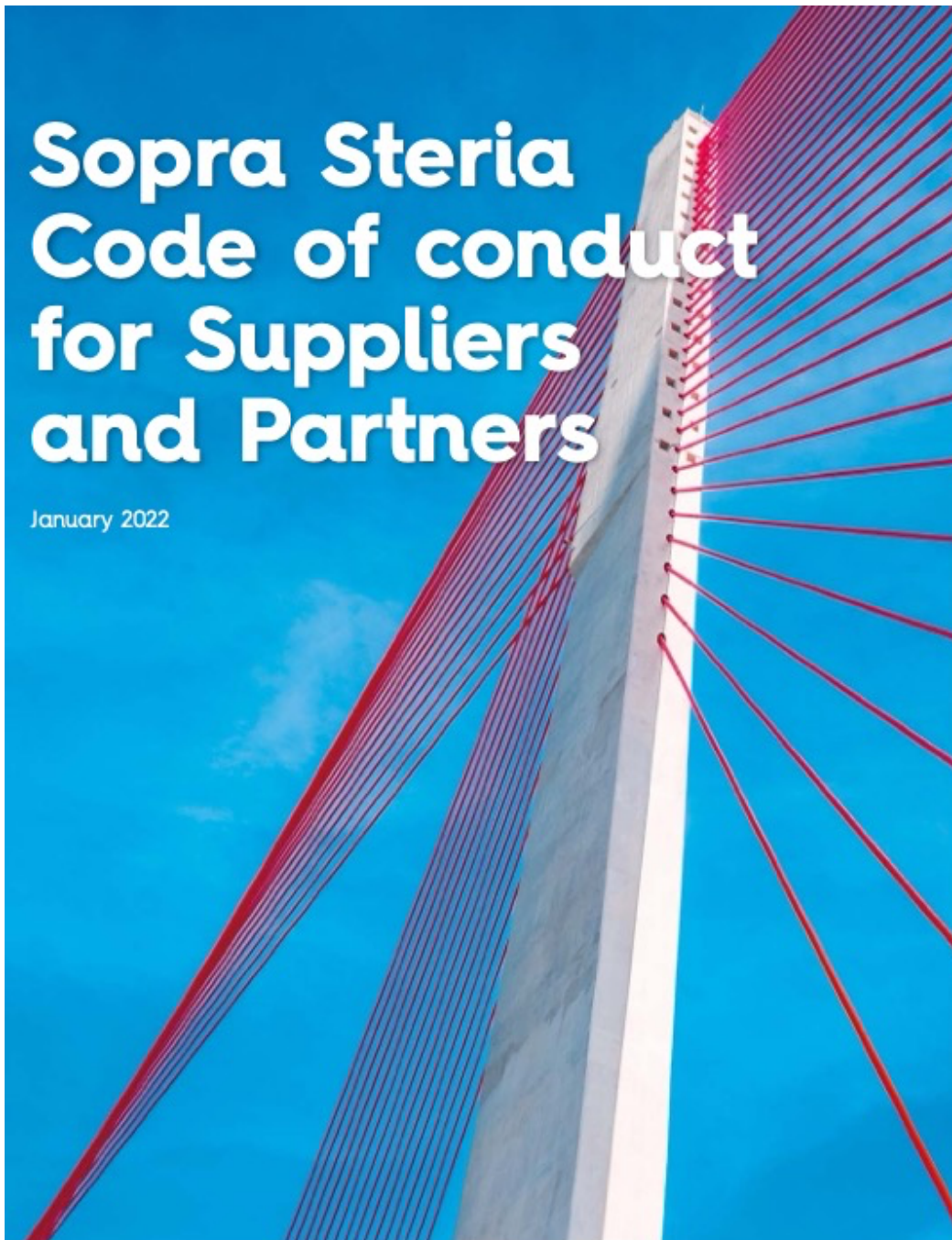
7.4	Payments made for Goods or Services not yet approved by Sopra Steria in accordance with the provisions laid down in these General Terms and Conditions of Purchase are made on the resolute condition of rejection.		rights, taxes and other levies until the moment of delivery of the good or installation, unless other delivery conditions have been explicitly agreed on.
7.5	Sopra Steria is entitled to suspend payment of an invoice if it challenges the accuracy of an invoice or if Supplier fails to perform any obligation under the Contract. In that case, Sopra Steria will inform Supplier hereof as soon as possible. Supplier is not to conclude-based on payment of an invoice- that Sopra Steria has irrevocably accepted the Goods and/or Services provided.	9.4	Sopra Steria is entitled to postpone the delivery of the good. If Sopra Steria asks Supplier to postpone the delivery, Supplier shall store, secure and insure the good properly packed, separately and recognizably for Sopra Steria at his own risk and expense for a reasonable period of time.
7.6	In the event of a suspected inaccuracy in (an) invoice(s), Sopra Steria is entitled to have the accuracy of the invoices sent by Supplier verified by an accountant, as referred to in article 2:393, paragraph 1 of the Civil Code of the Netherlands, to be designated by Sopra Steria. Supplier will allow the accountant in question inspection of the books and documents and will provide him with all the data and information that he or she requires. The verification is confidential and does not extend to anything else that is not required to verify the invoices. The accountant will submit his report to both parties as soon as possible. The costs of the audit will be at the expense of Sopra Steria, unless the audit shows that the invoice(s) is (are) not correct or is (are) incomplete, in which case the costs referred to will be borne by Supplier.	9.5	The delivery of (a) good(s) only takes place through the actual handing over as well as the written confirmation of receipt by Sopra Steria.
7.7	If a payment term is exceeded by Sopra Steria, this does not entitle Supplier to suspend the provision of the Goods and/or Services or to terminate the Contract.	9.6	When goods are delivered, the ownership of the goods passes to Sopra Steria at the time of their delivery or installation without any reservation and without Supplier having the right to claim them back.
7.8	Sopra Steria will be entitled at all times to set off any amount due to Supplier against any claim due and payable against Supplier under any contract whatsoever between Sopra Steria and Supplier.	9.7	The ownership of goods or parts thereof, in which goods that are the property of Sopra Steria have been incorporated, passes to Sopra Steria at the time of their installation.
8	Deployment of employees	9.8	If Sopra Steria rejects the good(s), the ownership will pass back to Supplier as of the time of receipt of the corresponding notice. If Supplier has not collected the delivered good(s) at Sopra Steria after receipt of the notice referred to above within the period of time to be determined by Sopra Steria, Sopra Steria may return the delivered good(s) to Supplier at the expense of the latter.
8.1	If the Service consists of the deployment of employees by Supplier, the provisions laid down in this article will also apply.	9.9	The provisions set out above in this article apply <i>mutatis mutandis</i> to all Goods and Services which are to produce an intended result.
8.2	Supplier guarantees that the persons to be deployed are his employees and are included in the payroll records of Supplier.	10	Inspection
8.3	If an employee to be deployed does not have Dutch nationality, Supplier will allow inspection of his or her work permit prior to the deployment. This does not change the fact that Supplier is responsible for ensuring that the non-Dutch person holds all necessary (work) permits.	10.1	Sopra Steria is at all times entitled to inspect the Goods and Services (or have them inspected) before, during and after the provision, delivery or installation. Supplier will cooperate in the inspection free of charge.
8.4	Supplier declares to have a G account and will submit a copy of the G account agreement to Sopra Steria. Invoices will be paid as follows: 40% of the invoice amount excluding VAT will be paid into the G-account of Supplier. Furthermore, the total VAT charged will be paid into the G-account. The remainder, 60% of the invoice amount excluding VAT, will be paid directly into the account number designated by Supplier.	10.2	At the request of Sopra Steria, Supplier will allow Sopra Steria access to the execution, production, processing or storage area.
8.5	If Supplier does not (or no longer) have a G account at any point in time during the Contract, Sopra Steria is entitled to: <ul style="list-style-type: none"> • pay the income tax, national insurance contributions and turnover tax that Client has to pay in connection with the performance of the contract(s) directly to the Tax Authorities; and/or • ask Supplier at regular intervals (at most each calendar quarter) for an audit certificate from which it follows that the income tax, national insurance contribution and turnover tax referred to in the preceding sentence have been paid. Supplier will immediately extend all cooperation free of charge. Sopra Steria is entitled to suspend payments that have to be made in or after the last month of the calendar quarter in question until the audit certificate for the calendar quarter in question has been received by Supplier. 	10.3	If an inspection cannot take place at the agreed time or if an inspection must be repeated due to circumstances which can be attributed to Supplier, the costs arising from this for Sopra Steria will be borne by Supplier. Sopra Steria is not obliged to pay Supplier any amount if Sopra Steria has rejected the Goods and/or Services in question.
8.6	Supplier guarantees to be registered in accordance with the Placement of Personnel by Intermediaries Act ('WAADI') (and to continue to be registered for the duration of the Contract) at the Chamber of Commerce. Supplier shall provide Sopra Steria with written evidence of this registration.	10.4	If Sopra Steria rejects the Goods and/or Service and Supplier remains in breach of his obligation even after a written demand giving reasonable notice, Sopra Steria will be entitled to purchase the Goods and/or Services from a third party, or to take measures itself or have measures taken by a third party at the risk and expense of Supplier, in order to (cause to) replace, (re)provide or repair the rejected Goods and/or Services.
8.7	Supplier indemnifies Sopra Steria against all financial consequences if at any time Supplier does not comply or does not fully comply with one or more provisions of this article.	10.5	If Sopra Steria rejects the Goods, the Goods rejected will be returned by Sopra Steria to Supplier or destroyed at the request of Supplier as soon as possible, at the risk and expense of Supplier.
8.8	Supplier indemnifies Sopra Steria against claims from Supplier's employees deployed by him and against claims from third parties that are related to the (alleged) existence of an employment contract with Sopra Steria.	11	Training courses
9	Delivery time and delivery of goods	11.1	If the Service consists of providing a training course, the applications of participants for that training course will only be binding on Sopra Steria insofar as the application has been authorised on behalf of Sopra Steria by a person authorised to do so. In case of doubt, Supplier must verify the authorisation of the application at Sopra Steria. Applications are not personal. Participants may be replaced at any time at the instigation of Sopra Steria.
9.1	Each term included in the Contract within which Supplier must perform is an irrevocable and final deadline, unless explicitly agreed otherwise in writing.	11.2	If the Service consists of providing a training course, Sopra Steria may suspend the training course or the (individual or collective) application free of charge, after which the training course may be enjoyed at a later date and time. Sopra Steria is also entitled to cancel the training course in accordance with the following scheme: <ol style="list-style-type: none"> a) in the event of cancellation up to 4 (four) weeks before the start of the training course, Sopra Steria will not have to pay any costs; b) in the event of cancellation between 2 (two) to 4 (four) weeks before the start of the training course, Sopra Steria will have to pay 20% (twenty percent) of the agreed training costs; c) in the event of cancellation within 2 (two) weeks before the start of the training course, Sopra Steria will have to pay 50% (fifty percent) of the agreed training costs; d) in the event of cancellation within 1 (one) day before the start of the training course, Sopra Steria will have to pay 80% (eighty percent) of the agreed training costs.
9.2	Supplier must inform Sopra Steria without delay of an imminent failure to meet the delivery time. This does not affect any rights or consequences under the Contract and/or the law.	12	Recruitment and selection
9.3	Where goods are concerned, delivery will be carriage paid at an address, location and time mentioned in the Contract or designated by Sopra Steria, in accordance with the applicable Incoterm DDP (Delivery Duty Paid). The goods must be properly packed and secured in such a way that they will reach their destination in good condition when transported in a normal manner. Packaging must be suitable for reuse or recycling, and unnecessary packaging shall be taken back by Supplier. Supplier bears the risk and costs, including	12.1	If the Service consists of the recruitment and selection of employees, Sopra Steria will enter into a separate Contract with Supplier, to which the following terms and conditions will apply, unless the parties agree otherwise in writing.
		12.2	Supplier will present candidates to Sopra Steria and perform work to that end, if and insofar as Sopra Steria has instructed this.
		12.3	Supplier is obliged to become familiar with Sopra Steria's organisation and culture. Furthermore, Supplier is obliged to gain a clear picture of the profile of the position that needs to be filled by Sopra Steria. On request, Sopra Steria will provide all necessary information.
		12.4	Supplier shall never use the same recruitment channels as those that Sopra Steria uses at that time for the position in question. To that end, at the beginning of the cooperation Supplier shall thoroughly identify the recruitment channels in use at the time at Sopra Steria. The

	contact person of Sopra Steria will keep Supplier informed in the interim of the new recruitment channels that Sopra Steria may start to use for the position in question.		constitute an obstacle for the execution and performance of the Contract;
12.5	The parties will make clear agreements beforehand on the fee to be paid, which will be recorded in a separate Contract. If the fee is a percentage of the gross annual salary, the emoluments (with the exception of the holiday allowance) will not be taken into account when calculating the fee.		d) the other party is dissolved or otherwise ceases to exist;
12.6	Sopra Steria will proceed to pay the agreed fee as soon as a signed copy of the employment contract has been received by Sopra Steria and the probationary period has expired. If the employment contract is terminated before the probationary period has expired or if no employment contract is formed, Sopra Steria will not have to pay any fee whatsoever.	13.7	e) there are reasonable grounds to expect that the continuity of the business of the other party is seriously threatened, as a result of which termination of the Contract is justified.
12.7	Supplier shall introduce the screened candidates to Sopra Steria within 2 (two) weeks after having been given the assignment by Sopra Steria. If Supplier foresees that it will not meet this deadline, Supplier will inform Sopra Steria hereof in time with supporting arguments.		The above does not affect the right of the party that terminates the Contract to payment of costs and/or damages in any form whatsoever.
12.8	Sopra Steria will make an effort to give feedback within 1 (one) week after receipt of the CV of the candidate.		If the Contract ends, for any reason whatsoever, Supplier shall ensure that it will perform the necessary acts - in consultation with Sopra Steria - as soon as possible so that Sopra Steria or a new supplier may take over the execution of the Contract in a normal manner. On termination of the Contract, Supplier shall return to Sopra Steria, without delay, all goods from Sopra Steria that he is in possession of or that he holds on behalf of Sopra Steria.
12.9	In the introduction of a candidate, at the very least the following information must be included:	14	Liability
	<ul style="list-style-type: none"> ▪ the complete, up-to-date CV of the candidate; ▪ advice focusing on the position; ▪ a summary of the current terms and conditions of employment of the candidate; ▪ the notice period (if any); ▪ a salary indication; ▪ binding force of a relation- or noncompetition clause; ▪ other relevant details that may have been stipulated by Sopra Steria when giving the assignment. 	14.1	Supplier is liable for all damage or loss that Sopra Steria suffers and that can be attributed to Supplier or otherwise should be payable by Supplier, on any account whatsoever, including but not limited to damage or loss as the result of wrongful acts of third parties and auxiliary persons engaged by Supplier.
12.10	Both Sopra Steria and Supplier will treat the information on the candidates in confidence.	14.2	Supplier indemnifies Sopra Steria for any claims of third parties to compensation of damages or loss as referred to in paragraph 1.
12.11	If Sopra Steria hires the candidate within 12 (twelve) months after his or her introduction, Sopra Steria will have to pay Supplier the agreed fee. After expiry of the period mentioned above, Sopra Steria will be entitled to approach and hire the candidate on its own initiative, without owing the Supplier any fee whatsoever.	14.3	Any liability of Sopra Steria towards Supplier will be limited to compensation of the direct damage or loss that is the result of a breach attributable to Sopra Steria, up to a maximum of the amount due to Supplier (exclusive of VAT) under the Contract in the calendar year prior to the occurrence of the loss or damage or, if there is no continuing performance contract that lasts at least a year, the lump sum involved in the Contract. The total liability of Sopra Steria will not exceed EUR 500,000.- (in words: five hundred thousand euros) per calendar year. Direct damage or loss is understood to mean exclusively:
12.12	If a candidate is introduced that is already known to Sopra Steria, this candidate will not be considered as having been introduced by Supplier.		a) the fee (whether pro rata or not) for the Good(s) and/or Service(s) that have been provided and are demonstrably usable;
13	(Early) termination of the Contract		b) the reasonable costs incurred by Supplier, including the costs incurred to avoid or limit damage or loss, insofar as Supplier proves that these costs have resulted in the limitation of direct damage or loss within the meaning of these terms and conditions.
13.1	If Supplier is in breach of obligations under the Contract, Sopra Steria may claim specific performance of the Contract or terminate the Contract in writing wholly or in part after notice of default, in which Supplier is granted a reasonable period of time, to be determined by Sopra Steria, to remedy the breach, without prejudice to any other rights Sopra Steria may have. No prior notice of default is required if Sopra Steria can reasonably foresee that performance is not possible or if Supplier exceeds a strict deadline, in which cases Supplier will immediately be in default. In the event of termination based on the above, Sopra Steria is not obliged to pay any compensation whatsoever.	14.4	Sopra Steria's liability for indirect damage, including consequential damage, lost profit, lost savings, loss of data and loss due to business interruption is excluded at all times.
13.2	Unless otherwise provided in the Contract, Sopra Steria will be entitled at all times, without prejudice to any of its other rights, to terminate the Contract wholly or in part by registered letter without any notice of default and without court intervention subject to a notice period of 1 (one) month, if necessary without giving reasons. In that case, Sopra Steria will be obliged to pay Supplier:	14.5	Supplier will be liable towards Sopra Steria for all reasonable costs incurred in relation to (extra)judicial proceedings, including the costs of legal assistance, as the result of a breach attributable to Supplier or wrongful acts of Supplier.
	<ul style="list-style-type: none"> a) the fee in proportion to the Good(s) and/or Service(s) that have been provided and are demonstrably usable; b) the reasonable costs incurred by Supplier; 	15	Non-attributable breach on the part of Supplier
13.3	Sopra Steria is entitled at all times, without giving reasons and without being liable to pay Supplier compensation, without prejudice to the other rights of Sopra Steria, to terminate the Contract wholly or in part by registered letter without court intervention subject to a notice period of 3 (three) months.	15.1	A breach cannot be attributed to Supplier if a situation of force majeure exists, as defined in article 6:75 of the Civil Code of the Netherlands. If a situation of force majeure exists, Supplier shall inform Sopra Steria hereof without delay.
13.4	Without prejudice to its other rights, Sopra Steria is entitled to terminate the Contract by registered letter, taking effect immediately, if a change of control on the part of Supplier occurs. Supplier is obliged to inform Sopra Steria of such a(n intended) change in time.	15.2	Force majeure in any case does not include: insufficient availability or illness of employees, strikes or failures in the performance of suppliers for any reason whatsoever.
13.5	Either party will be entitled to terminate the Contract by registered letter if a situation of force majeure exists (as described in article 15) on the part of the other party that has lasted more than 15 (fifteen) working days or that will last at least 15 (fifteen) working days or when the situation of force majeure is reasonably not to be expected to end within the period mentioned above or if the party that terminates the Contract cannot reasonably be required to observe this period. That which has already been performed under the Contract will be settled pro rata, without the parties being obliged to pay any compensation.	16	Indemnification
13.6	Furthermore, either party will have the right, without prejudice to its other rights, to terminate the Contract taking effect immediately if:	16.1	If with regard to employees of Supplier or third parties engaged by Supplier in accordance with article 19.3 Sopra Steria is considered-with regard to income tax, social insurance contributions (including employer's share) and turnover tax- as withholder or party liable to pay these taxes and/or contributions, Supplier will fully indemnify Sopra Steria against the financial consequences hereof.
	<ul style="list-style-type: none"> a) the other party files for bankruptcy or is declared bankrupt; b) the other party applies for or is granted a suspension of payments; c) the other party faces attachment before judgment or in execution on essential parts of its business operations that may 	17	Insurance
		17.1	Supplier declares that he and the third parties engaged by him are properly insured and will keep themselves properly ensured against any liability arising from the law and/or the performance of the Contract and that he will submit evidence of that insurance and/or payment of premiums at the request of Sopra Steria.
		17.2	Supplier beforehand assigns all claims to benefits from the insurance(s) referred to in the first paragraph to Sopra Steria.
		18	Intellectual property rights and user rights
		18.1	All intellectual property rights that may arise as a part of the Good(s) and/or Service(s) are hereby transferred to Sopra Steria. Supplier will promptly cooperate in the transfer of these rights without setting any conditions. Insofar as a further instrument is required at any time for the transfer of those rights, Supplier hereby authorises Sopra Steria to draft such an instrument in that case and to sign it on behalf of Supplier. Supplier hereby waives any personality rights as referred to in article 25, paragraph 1, in a to c of the Dutch Copyright Act ('Auteurswet') that he may be entitled to, also on behalf of his employees, insofar as this is permitted under that act.
		18.2	If the intellectual property rights cannot be transferred (completely) because a Good and/or Service is concerned wholly or in part that is

	not specifically designed or manufactured for Sopra Steria. Supplier shall explicitly mention this in his Proposal and Sopra Steria will in any case acquire an unlimited, perpetual and non-terminable user right to the rights in respect of that part that cannot be transferred because of the reason mentioned above, with the right to issue an unlimited amount of sublicenses to third parties as well as the right to continued development. If Supplier does not include this mention in his Proposal, the provisions laid down in article 18.1 will apply to the entire Good and/or Service.		
18.3	In the event of a difference of opinion between the Parties, it is assumed, barring proof to the contrary, that the intellectual property rights are vested in Sopra Steria.		
18.4	Supplier indemnifies Sopra Steria against claims from third parties regarding the infringement of (intellectual) property rights of those third parties, including similar claims regarding knowledge, unlawful competition and the like, that arise from the Good(s) and/or Service(s) provided by Supplier.		
19	Transfer of rights and obligations; third parties		
19.1	Without prejudice to the provisions laid down in the third paragraph, Supplier is not entitled, without written permission from Sopra Steria, to transfer the rights or obligations arising from the Contract to a third party, to dispose of them or to encumber them. Transfer, disposal or encumbrance without the prior written permission of Sopra Steria will produce no effect. The permission referred to above will not be withheld on unreasonable grounds. The Parties may attach conditions to this permission.	20.5	In the event of the provision of IT services (including, but not limited to cloud services), Supplier will, at a minimum, comply with the Sopra Steria security guidelines. The Supplier guarantees, among other things, that it applies an adequate security policy, that it will be transparent to Sopra Steria about the security measures to be taken, that it will inform and assist Sopra Steria in a timely manner in the event of incidents/requests from data subjects, and that the manner in which personal data is processed (whether or not outside the European Economic Area) by itself or by third parties after Sopra Steria's consent has been granted, in accordance with the applicable regulations, and the necessary agreements have been made with those third parties.
19.2	Sopra Steria is entitled to transfer the rights or obligations arising from the Contract to a company that is affiliated to Sopra Steria or to a third party without the written permission of Supplier.	21	Audit
19.3	Only after having obtained the prior written permission of Sopra Steria will Supplier be entitled to engage third parties in the performance of his obligations under the Contract. If Sopra Steria grants permission, it may attach conditions to this. Supplier will remain responsible and liable at all times for the performance of his obligations under the Contract.	21.1	Sopra Steria is entitled to perform an audit or to have an audit performed by an independent third party at Supplier and at third parties working at Sopra Steria for Supplier at least once a year, in order to be able to establish if Supplier complies with the obligations agreed in the Contract and these General Terms and Conditions of Purchase.
20	Confidentiality; publicity; personal data	22	Applicable law; competent court
20.1	The Parties, and all those who work for them, undertake not to disclose any information that is provided to them in connection with the submission of the Proposal and/or the execution of the Contract or any other information with regard to Sopra Steria that has come to their attention and which they should understand to be of a confidential nature. The Parties will only use the information provided within the context of and insofar as reasonably necessary for the submission of the Proposal and/or the execution of the Contract.	22.1	The General Terms and Conditions of Purchase and the Contract are governed by Dutch law.
20.2	None of the parties shall mention the Good(s) and/or Service(s) and/or the existence of the Contract in publications or advertisements without the written permission of the other party. The above does not apply if there is a statutory duty in the Netherlands that dictates publication.	22.2	The competent court in the district of Midden-Nederland has exclusive competence over any disputes that may arise from or in connection with the interpretation or execution of the Proposal, the Contract and/or the General Terms and Conditions of Purchase for any reason whatsoever.
20.3	Supplier declares to abide by the applicable privacy related legislation, including the General Data Protection Regulation("GDPR").	23	Final provisions
20.4	If Supplier processes personal data (within the meaning of the GDPR) of Sopra Steria, Supplier shall process the personal data as processor within the meaning of the GDPR and provide sufficient safeguards with regard to the technical and organisational security measures regarding the data processing. Supplier will implement suitable technical and organisational measures to secure the personal data against loss or any form of unauthorised processing. Taking into account the state of the art and the costs of implementation, these measures shall guarantee a suitable security level, having regard to the risks involved with the processing and nature of the data to be protected. Supplier shall only process the data insofar as necessary in the context of the Contract. Supplier has no independent control over the personal data. Supplier shall ensure that any unnecessary collection and further processing of personal data will be avoided. Supplier guarantees that the processing will only and at all times take place within the Netherlands. Supplier shall give every assistance to Sopra Steria to (i) allow data subjects within the meaning of the GDPR access to their personal data, (ii) remove or correct personal data and/or (iii) show that personal data have been removed or corrected,	23.1	Changes and additions to the Contract will only be valid if and insofar as agreed in writing between persons authorised to represent the parties.
		23.2	Rights and obligations between the parties which by their nature and contents are intended to continue, will remain in full force after termination of the Contract or after the submission of a Proposal that did not result in a Contract.
		23.3	Insofar as provisions of these General Terms and Conditions and/or the Contract are contrary to applicable mandatory statutory provisions, the provisions in question will not apply. Should any provision of this Contract be void or otherwise be unenforceable, this will not affect the validity of the other provisions of this Contract. A provision that does not apply based on this article will be replaced with a provision that corresponds as much as possible with it.
		23.4	Supplier is only entitled to approach or employ (an) employee(s) of Sopra Steria - or otherwise have him (her/them) working for Supplier - who in the 12 (twelve) preceding months has (have) been directly involved in the execution of the Contract after prior written permission from Sopra Steria. Any breach of this provision will result in Supplier being liable to pay Sopra Steria, without any court intervention being required, an immediately payable penalty of EUR 50,000.- (in words: fifty thousand euros) for each breach, without prejudice to all other rights of Sopra Steria, including the right to compensation of the actual loss or damage suffered. The penalty can be deducted from the loss or damage actually suffered.
		23.5	Supplier is not allowed to offer or provide (employees of) Sopra Steria and/or (employees of) customers and relations of Sopra Steria with any remuneration or any other benefit other than what reasonably arises in the execution of the Contract.
		23.6	Supplier shall provide Sopra Steria, immediately on request, with a scope 1 and 2 emission calculation in accordance with ISO 14064-1.
		23.7	The failure of Sopra Steria to enforce any provision of this Agreement at any time will not in any way affect its right to claim specific performance of Supplier.
		Annexes:	
		-	Sopra Steria Code of Conduct for Supplier and Partners
		-	Processing Agreement Sopra Steria Controller

Annex 1: Sopra Steria Code of Conduct for Suppliers and Partners

(check the most recent version here: https://www.soprasteria.com/docs/librariesprovider2/sopra-steria-corporate/publications/group-supplier-code-of-conduct_en.pdf?sfvrsn=2d5fae6b_12)



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01

Preamble

This Code of conduct for Suppliers and Partners is intended to apply to any contractual, qualifying or listing relationship between the Sopra Steria Group (Sopra Steria Group SA and/or one of its affiliated companies), hereinafter together "Sopra Steria", and its suppliers and partners (and/or any relevant affiliate of the supplier or partner).

Sopra Steria favours the establishment of long-term relationships with its suppliers and partners. This Code of conduct for Suppliers and Partners sets out Sopra Steria's commitments to its suppliers and partners, as well as the commitments expected of them.

The establishment or continuation of collaboration with a supplier or partner requires that they adhere to this Code of conduct. By adhering to this Code of conduct, the supplier or partner accepts that it applies, from the date of its signature, to all contracts entered into with the supplier or partner and those in progress on that date.

The "suppliers" are defined as any company or person who provides Sopra Steria with products or services, namely, without limitation, the following legal or natural persons: suppliers themselves, service providers, subcontractors, distributors, commercial intermediaries; The "partners" are defined, without limitation, as any company or person, group, local authority, organisation/school or entity with which Sopra Steria temporarily allies or associates to carry out a joint action in a business, an enterprise, a project or an event (partnerships can be commercial, industrial, or technological); And more generally any other party that may have a business relationship with Sopra Steria. This Code of conduct applies to the supplier or partner itself as well as to its "affiliated or related companies" (subsidiaries, sister companies and/or parent company) involved in the activities carried out under the relationship with Sopra Steria. The term "affiliate" should therefore be understood to mean any entity(ies) controlled by or which control, directly or indirectly within the meaning of the applicable law, the supplier or partner or is under its common control. Any person, natural or legal, who directly or indirectly holds a fraction of the capital conferring on him the majority of the voting rights in the general meetings of this company is considered as a controller; or who alone holds the majority of the voting rights in this company by virtue of an agreement concluded with other partners or shareholders and which is not contrary to the interests of the company; or who determines in fact, by the voting rights he has, the decisions in the general meetings of this company; or who is a partner or shareholder of this company and has the power to appoint or dismiss the majority of the members of the administrative, management or supervisory bodies of this company; or who has, directly or indirectly, a fraction of the voting rights greater than 40% and that no other partner or shareholder directly or indirectly holds a fraction greater than his. It is specified that two or more persons acting in concert are considered to jointly control another when they in fact determine the decisions taken at the general meeting.

02

Commitments of Sopra Steria

"Partnership" Policy

Sopra Steria favours the establishment of a lasting relationship with its suppliers and partners and is attentive to its sustainability. Sopra Steria pays particular attention to the risk of mutual dependency in its relations with its suppliers and partners.

Fairness and transparency

Sopra Steria encourages and promotes fair competition between suppliers and partners. Sopra Steria ensures that the selection of suppliers and partners is carried out according to transparent and fair procedures, for example through calls for tenders, requests for quotation or listings based on objective criteria for suppliers and partners.

Confidentiality and Intellectual Property

In the context of commercial relations with its suppliers and partners, Sopra Steria undertakes to protect the confidentiality of the information and data transmitted to it and which are not publicly available, as well as the intellectual property rights owned by its suppliers and partners.

Payment deadlines

Sopra Steria undertakes to respect the payment deadlines, previously negotiated and agreed upon, within a framework that complies with the applicable legislation/regulation.

Amicable procedure

For any dispute or any potential claim which a contract concluded with a supplier or partner could give rise to (relating to its validity, its interpretation, its performance or non-performance, or its termination), Sopra Steria favours an attempt at amicable settlement between the parties, prior to any legal action, according to the following procedure: at the written request of one of the parties indicating the elements of the dispute, the parties (including at least one member of their respective General Management) will meet within thirty (30) days to seek an amicable solution to the resolution of their dispute. The parties will participate in this agreed conciliation process in good faith and in a spirit of fairness and cooperation. All information exchanged during this procedure will be considered confidential.

Alert mechanism

Sopra Steria promotes a culture of trust, based on ethics, transparency and compliance, and encourages its suppliers and partners to share their concerns about situations or behaviours that go against the principles described in this Code of conduct by using dedicated email address: ethics@soprasteria.com.

03

Supplier or partner commitments

BUSINESS ETHICS

The supplier or partner undertakes to comply with all applicable laws, regulations and standards in terms of business ethics.

The fight against corruption and influence peddling

The supplier or partner undertakes to comply with international and national laws, regulations and standards relating to the prevention and fight against corruption and influence peddling. As such, the supplier or partner:

- Prohibits all forms of corruption and influence peddling;*
- Undertakes to implement actions to prevent the risk of corruption;*
- Refrains from offering or accepting any compensation of value (cash, goods and services, gifts, travel, entertainment, hospitality, etc.) with a view to obtain or grant an improper advantage;*
- Undertakes to record in the accounts all the supplies/services provided under the contract.*

Prevention and management of conflicts of interest

The supplier or partner undertakes to avoid conflicts of interest that may hinder the ability of its employees to behave objectively and impartially in the exercise of their functions and responsibilities. The supplier or partner undertakes to inform Sopra Steria of any risk of conflict of interest in the context of its relations, in particular in the event of a link between the supplier or partner and all natural or legal persons involved in the selection and implementation phases. For this purpose, a Declaration of conflict of interest is attached to this Code of conduct.

Fair competition

The supplier or partner agrees to comply with all applicable laws, regulations and standards regarding anti-competitive behaviour, including but not limited to price fixing, cartels or abuse of dominant position.

Prohibition of money laundering

The supplier or partner is prohibited from implementing or participating in any practice constituting the laundering of goods, income or capital.

Compliance with economic sanctions and export control regulations

The supplier or partner agrees to refrain from any activity that would violate applicable international and national laws, regulations and standards relating to economic sanctions, including export controls, embargoes and other trade restrictions. This obligation extends throughout the duration of the contractual relationship with Sopra Steria and will take into account changes in applicable laws, regulations and international and national standards.

03

Supplier or partner commitments

RESPECT FOR FUNDAMENTAL HUMAN RIGHTS AND THE ENVIRONMENT

The supplier or partner undertakes to comply with all internationally recognised laws, regulations and standards relating to human rights, fundamental freedoms, respect for individuals, health and safety, in particular the "International Universal Declaration of Human Rights" and the "Declaration of the International Labour Organisation" (ILO).

Diversity, equal opportunity and respect for the individual

The supplier or partner undertakes to respect and promote the principles of diversity and equal opportunity. The supplier or partner must refrain from any form of discrimination, including, but not limited to, discrimination based on ethnic, social or cultural origin, gender, age, physical characteristics, disability, religion, sexual orientation, marital status or trade union membership. The supplier or partner is committed to maintaining a work environment where all employees are treated with dignity and respect.

Prohibition of forced labour

The supplier or partner is prohibited from using any form of servile, forced or compulsory labour, and any form of slavery. The supplier or partner is prohibited from using child labour.

Compliance with working conditions

The supplier or partner is prohibited from using any form of clandestine or undeclared work. As an employer, the supplier or partner undertakes to comply with its tax and social obligations and to remunerate its employees in accordance with the laws/regulations in force. The supplier or partner undertakes in particular to respect the rules relating to employee/management dialogue and trade union rights. The supplier or partner undertakes to provide its employees a healthy working environment and to adopt appropriate preventive measures in terms of the health and safety for personnel and third parties.

Protection and security of personal data

The supplier or partner undertakes to comply with all laws/regulations relating to the protection and security of personal data.

Protection of the environment

The supplier or partner undertakes to:

- Reduce the environmental impact of its sites, products, services and activities, as well as contribute to the objectives of reducing the associated greenhouse gas emissions;*
- Prevent pollution from its activities;*
- Contribute to the low-carbon economy;*
- Preserve natural resources and biodiversity;*
- Control the risks associated with the use of chemicals and hazardous materials;*
- Promote the circular economy, manage waste by reducing it to a minimum and maximising its recycling.*

04

Adherence of the supplier or partner

The supplier or partner adheres to this Code of conduct and undertakes to work in compliance with the principles set out above, throughout the duration of the qualification and selection process as well as the contractual relationship with Sopra Steria.

The supplier or partner also undertakes to make known and enforce the commitments of this Code of conduct by all of their managers, representatives, employees, agents, and their own suppliers and partners, regardless of their status.

The supplier or partner certifies that it is aware of the fact that non-compliance with the commitments of this Code of conduct may lead to the suspension, or even the early termination of any existing agreement/contract with Sopra Steria. The supplier or partner undertakes to inform Sopra Steria quickly and in writing of any event or element that could lead to a failure to comply with these commitments.

Name / Company name of the supplier/partner:

Position/function/role with supplier/partner:

Last and first name of the declarant:

Signed in

*Signature
on*

05

Statement of conflict of interest

In order to manage situations of conflict of interest, the representative of the supplier or partner declares, in good faith, that to his/her knowledge:

No employee or corporate officer of Sopra Steria Group SA or its affiliated companies, involved in the purchasing process or likely to influence the commercial relationship with the supplier/partner:

- a) Is an employee, corporate officer, shareholder or beneficial owner of the supplier/partner;*
- b) Has any business, commercial or financial relationship with the supplier/partner, either directly or through an intermediary, beyond the framework of their activities within Sopra Steria Group SA or its affiliated companies;*
- c) Is directly related (example: spouse, partner, immediate ascendant or descendant, sibling, etc.) to a person in situations a) or b).*

Apart from the cases detailed below:

05

Statement of conflict of interest

The representative of the supplier or partner acknowledges that any false declaration, or failure to rectify a declaration that has become erroneous or incomplete, is likely to lead to the end of the commercial relationship between Sopra Steria and the supplier or partner and could expose it to legal action by Sopra Steria.

Name / Company name of the supplier or partner:

Position with the supplier or partner:

Last and first name of the declarant:

Signed in:

Signature

On

Only in case of a conflict of interest situation, this declaration must also be sent to:

___ By email: edeclaration.compliance@soprasteria.com

or

___ By mail: Sopra Steria, Internal Control Department, 6 avenue Kléber, 75116 Paris, France

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