

General Terms and Conditions of Tender

These General Terms and Conditions of Tender are issued by **xxxx**, a company duly established under the laws of France, having its registered office at **[location]**, registered under the unique number **[number]** RCS **[city]**, hereinafter referred to as "CARREFOUR".

TENDERER's formal acceptance of the GTCT constitutes a mandatory prerequisite to (i) participating in Carrefour's call for tenders (ii) receiving any information relating thereto, including but not limited to, whenever applicable, specification of work and a draft agreement.

After having received first basic information on the Tender, and having shown a particular interest in participating in the Tender, the TENDERER shall acknowledge and agree in writing to the General Terms and Conditions of Tender (hereinafter "GTCT"), by returning them duly executed by mail, e-mail or by filing them directly in Carrefour's Call for Tenders management tool.

Unless previously agreed in writing between CARREFOUR and the TENDERER, the GTCT may not be modified or supplemented by any contrary or additional provisions (including but not limited to provisions that may be contained in TENDERER'S documents).

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1: Purpose

The GTCT state the general conditions that apply to any tenderer participating in a CARREFOUR's call for tenders.

In particular, the GTCT define applicable procedures (eg. deadlines and expected response elements - as well as confidentiality obligation on information exchanged between the Parties for the specific purpose of the Tender.

Article 2: Terms of the Invitation to Tender

2.1. Any offer of the TENDERER non-complying with the GTCT may be rejected at the time of opening of the tender or later, at the sole discretion of CARREFOUR, without any further notice.

2.2. The TENDERER shall answer the tender within a period starting from the opening date to the closing date as indicated in the tender documents. The TENDERER shall send its answer by mail or electronically in accordance with CARREFOUR's instruction.

2.3. CARREFOUR undertakes to specify, whenever applicable, the conditions under which the TENDERER may make enquiries about tender object throughout the above mentioned period of response.

2.4. For projects considered by CARREFOUR to be particularly strategic, the TENDERER may be required to list in a separate dedicated document the identity and roles of the persons that will be involved in the tender response (hereinafter referred to as "Authorized Persons"). Authorized Persons solely shall have access to the tender documents (including TENDERER's response), provided they are bound by strict confidentiality and non-disclosure obligations.

2.5. The TENDERER undertakes to answer the various operational points addressed in the tender documents including legal prerequisites.

If contained in the tender documents and/or required by the subject of the tender, the TENDERER undertakes to review Carrefour Security Assurance Plan (SAP), to evaluate its compliance to the applicable Protection of Personal Data rules.

Therefore, in the absence of requests for modifications mentioned in its response to the tender, the above mentioned SAP and legal prerequisites (including protection of personal data compliance) will be deemed accepted "as is" by TENDERER .

In the event that a draft agreement is contained in the tender documents, the TENDERER undertakes to review the draft agreement and to make any relevant modification suggestion. Any modification suggestion shall be reviewed by and negotiated with CARREFOUR. In the absence of request for modifications mentioned in its response to the tender, all the terms and conditions stated under the draft agreement will be deemed accepted "as is" by TENDERER.

TENDERER's tender responses shall be binding on the TENDERER upon submission to CARREFOUR and for a period of three calendar months from the tender response receipt deadline given in the tender documents. No amendment nor adding are permitted once the offer submitted, subject to article 2.7.

2.6. TENDERER's offer shall be evaluated by CARREFOUR within three months following the tender response receipt deadline. Only the TENDERER whose offer entails the necessary expertise, experience, performance capacity and capability, reliability as well as cost effective proposal shall be taken into account.

2.7. During the above mentioned three month's evaluation period, CARREFOUR may contact the TENDERER in order to obtain additional details or clarification on certain element of the response provided. Any explanation or clarification given by the TENDERER hereof shall be included to the TENDERER's response.

2.8. CARREFOUR may decide to cancel or postpone the Tender at any time, at its sole discretion and without any liability whatsoever. Cancellation or postponement of the Tender shall result in automatic cancellation of any TENDERER offer.

2.9. Whenever the participating TENDERER decides, at its sole discretion and without having to justify, not to carry on with the Tender, either upon receipt of CARREFOUR statement of work or at any time during the tender procedure, it shall promptly informed CARREFOUR.

2.10. Upon proper evaluation and comparison of all duly received offers, CARREFOUR will award one or more TENDERER pursuant to the subject of the call for tenders.

2.10.1. In the event of award of the TENDERER, pre-contractual negotiations shall be initiated between CARREFOUR and the successful TENDERER, on the basis of the latter's response to the tender.

The TENDERER acknowledges and agrees that the future agreement shall be written exclusively in French (unless otherwise requested by Carrefour).

The Parties undertakes to negotiate in good faith the terms and conditions of the agreement they may enter into.

The award does not and is not intended to contractually bind the parties, and is only an expression of the intention of the parties to be incorporated into a binding agreement. The award shall not be interpreted as an obligation to proceed to the completion of a binding agreement.

CARREFOUR shall not have an obligation to close the deal until such time as it, in its sole discretion, enters into appropriate formal legal documentation including an agreement with the TENDERER. However, it is reminded that, for the duration of the post-award negotiation period, the TENDERER shall remain bound by the content of its response to the Tender, on the basis of which the TENDERER has been selected by CARREFOUR.

Pre-contractual negotiations having no binding effect upon the Parties, no liability shall result and no remedies nor compensation shall be available in case of break off to any Party. In consideration of the above, break off of pre-contractual negotiations shall under any circumstances be interpreted as abusive.

Finally, in the event of conclusion of an agreement between the parties, such agreement duly executed by the TENDERER, constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof, including any general terms and conditions of services/sale of the TENDERER.

2.10.2. In the event of non-award of the TENDERER and in the absence of response of CARREFOUR within the above mentioned three month's evaluation period, the TENDERER offer shall be interpreted as non-awarded.

Nonetheless, TENDERER may always request CARREFOUR to confirm its response.

In any case, no liability shall result and no remedies nor compensation shall be available to any of the Parties.

2.11. Performance of the services prior execution of an agreement. In the event that, during pre-contractual negotiations phase, meaning that no agreement have been signed yet, only upon request of CARREFOUR, performance of the services by the TENDERER has commenced, such services shall be performed at the agreed price (contained in the TENDERER response) in application of common French law rules, excluding any general terms and conditions of services/sale of the TENDERER.

2.12. In the event that, the TENDERER is the current service provider of the services subject to tender and that the TENDERER is not awarded, the existing commercial relationship between the parties relating to the services provided by the TENDERER shall be automatically terminated. In this case, the Parties acknowledge and agree that, the earliest between the date on which the Service Provider has

been informed in writing by CARREFOUR of the call for tenders opening and the date of the written termination notice send to the Service Provider shall be considered as the starting point of the termination notice period.

Article 3: Personal data protection

To the extent applicable to the subject of the tender, the TENDERER shall comply with any applicable rules on personal data protection and, to this respect, shall demonstrate and guarantee such compliance, including but not limited to data security policies, in particular throughout its products and services.

Article 4: Confidentiality and Non-Disclosure

"Confidential Information" means information which is non-public, proprietary or confidential, including but not limited to all reports and analyses, technical and economic data, studies, forecasts, trade secrets, or business strategies, financial. Confidential Information may be disclosed in any form and any media whatsoever, including but not limited to writings, computer programs, logic diagrams, component specifications, drawings. All information disclosed by a Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), whether orally, in writing, by inspection on premises or otherwise, whether identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such qualification, shall be deemed to be Confidential Information.

Any information exchanged related to the tender will be treated as Confidential Information

Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under the tender, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the receiving party without obligation of confidentiality; (ii) is independently developed by the receiving party; or (iii) where disclosure is required by law or a governmental agency.

Promptly upon receipt of the Disclosing Party's written request or in the event of non-award of the TENDERER, the Receiving Party shall return or destroy Confidential Information under its possession. Certificate of destruction will be demanded. The Receiving Party may keep one copy of Confidential Information only for evidentiary purposes and provided such Confidential Information remain under the GTCT for the duration of its existence.

Article 5: Duration

The GTCT shall apply as of the date of acceptance by the TENDERER and for the duration of the tender procedure.

Provisions that are intended to survive expiration or termination of the GTCT such as provisions related to confidentiality, applicable law and competent jurisdiction, shall remain in full force and effect for their own duration.

Article 6: Termination

In the event of material breach by one of the Parties of their obligations stated hereof that has not been remedied within eight (8) days upon receipt of the formal notice by the defaulting Party, the suffering Party may terminate the GTCT without any further notice and without prejudice to remedies otherwise available either by law or by the contract.

Notwithstanding the foregoing, in case of breach of article 4 'Confidentiality' or article 7.4. "Compliance and anti-bribery" by a Party, the other Party may terminated the GTCT immediately without any further notice.

Article 7: General Clauses

7.1. Entire agreement. The GTCT constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof, including any general terms and conditions of services/sale of the TENDERER.

7.2. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

7.3. No waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with his, her or its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of his, her or its right to exercise any such or other right, power or remedy or to demand such compliance.

7.4. Assignment. The TENDERER shall not assign nor delegate any of its rights and obligations stated hereof, without the written consent of CARREFOUR.

7.5. Compliance and Anti-bribery. The Parties acknowledge the importance of combating and preventing bribery and to that end both Parties agree to comply fully with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

Article 8: Applicable law and competent jurisdiction

8.1. Any dispute, claim, controversy or difference arising out of or in this Agreement, the discussions between, the Parties concerning this Agreement and any documentation relating to such discussions (whether such dispute is contractual or

non-contractual in nature) or raised shall be governed by and construed in accordance with the laws of France and the French courts of Paris shall have jurisdiction, excluding rules as to choice and conflict of law.

8.2. Prior any proceedings, the Parties shall try first to solve in good faith any dispute related in particular to controversy, difference, breach, termination or invalidity they may have throughout an amicable consultation process within thirty (30) days upon reception of the written notice from one Party to the other sent by registered letter with acknowledgment of receipt.

8.3. Such amicable consultation process will consist of discussions, point of view exchanges, etc. organized inbetween the Parties, in order to solve the dispute they may have.

8.4. If it does not result in an agreement within thirty (30) days of the amicable consultation, the Parties agree to bring their dispute before the Mediation and Arbitration Centre of the French Industry and Commerce Chamber established in Paris. The mediation procedure rules in force will then applied. The Parties undertake to share equally the costs of said mediation, while retaining the costs and fees of their respective lawyers.

Any proceedings brought before any courts by a Party in breach of such agreed litigation process shall be deemed inadmissible by the referred court.

8.5. Any violation of any terms of this Agreement will cause immediate and irreparable harm to a Party. Therefore and, notwithstanding the above and without prejudice to the rights and remedies otherwise available, a Party shall be entitled to equitable relief by way of injunction or other urgent proceeding before any competent court in the event that the other Party breaches or threatens to breach any of the provisions of this Agreement, or in case of third parties rights infringement. In such case, the 30 days amicable consultation period provided shall not apply

The GTCT may be executed either in writing or electronically (including via checkbox validation process). In two (2) original copies.

IN WITNESS WHEREOF,

THE TENDERER

Name:

Title:

Date:

Signature: