

SERVICES AGREEMENT / TERMS AND CONDITIONS OF CITIZENPLANE

This Services Agreement ("Agreement") is entered into between an independent company owning a proprietary air inventory ("Supplier") and CitizenPlane SAS, a private limited liability company established in France, having its registered offices at 32 rue de Paradis, 75010 Paris, France, registered with the Commercial Register of Paris under No. 834261380 ("CitizenPlane").

Preamble

CitizenPlane is a travel agency providing the CitizenPlane Services (as defined below) for the purpose of selling the Supplier's air inventory. The CitizenPlane Services allow the Supplier to broadcast their inventory on CitizenPlane's website and a selection of resellers and settle payment when a sale is made.

Supplier acknowledges that in no event this agreement shall lead to an obligation born by CitizenPlane to find a buyer for the inventory broadcasted by the supplier.

Supplier also acknowledges and agrees that CitizenPlane does not provide transportation services to end-users, nor operate as an agent for the transportation of passengers.

In order to use the CitizenPlane Services, Supplier must agree to the terms and conditions that are set forth below. Upon Supplier's execution (electronic or otherwise) of this Agreement, Supplier and CitizenPlane shall be bound by the terms and conditions set forth herein.

1. Definitions

"Buyer" means the company or person who purchases a Transportation Service from the CitizenPlane Services.

"CitizenPlane Data" means all data related to the access and use of the CitizenPlane Services hereunder, including all data related to Buyers and Travellers.

"CitizenPlane ID" means the identification and password key assigned by CitizenPlane to the Supplier that enables the Supplier to use and access the CitizenPlane Platform.



“CitizenPlane Platform” means CitizenPlane’s online application that enables Suppliers to access the CitizenPlane Services for the purpose of uploading, broadcasting and retrieving information about their Transportation Services.

“CitizenPlane Services” means CitizenPlane’s electronic services rendered via a digital technology platform, being on-demand intermediary and related services that enable Suppliers to upload and broadcast a seats inventory on distribution systems, be able to sell them on such platforms and collect money from the Buyers.

“Fare” has the meaning set forth in Section 3.1.

“Intermediary” means any third-party company involved in the process of purchasing and reselling the plane ticket provided by CitizenPlane.

“Operating carrier” means the airline company operating the instance of Transportation Service.

“Service Fee” has the meaning set forth in Section 3.2.

“Transportation Services” means flight operations sold by the Supplier to the Buyer, including ancillary items (including but not limited to luggage, pets, etc.).

“Traveler” means the physical person using the Transportation Services (person who takes the flight). It can be the same as the Buyer or someone different.

Website : means the website located at CitizenPlane.com, including the subdomains for respective markets and/or other websites on which the buyers can book Transportation Services or Additional Services.

2. Use of the CitizenPlane Services

2.1. CitizenPlane IDs.

CitizenPlane will issue Supplier one or more CitizenPlane IDs. Supplier agrees that it will maintain its CitizenPlane IDs in confidence and not share CitizenPlane IDs with any third party. Supplier will immediately notify CitizenPlane of any actual or suspected breach or improper use or disclosure of a CitizenPlane ID.

In order to issue the CitizenPlane ID, CitizenPlane may require Supplier other information, such as e-mail addresses, phone numbers, etc.

2.2. Supplier’s Relationship with CitizenPlane

Supplier acknowledges and agrees that it is entirely responsible for the Transportation Services compliance with all applicable laws, as well as the availability of the seats included



in the transportation services. CitizenPlane, will not, in any case, bear the responsibility of any overbooking or similar practice.

Supplier also acknowledges and agrees that it is entirely responsible for communicating any relevant information about the instances of Transportation Services to CitizenPlane, such as schedule changes, route change or cancellation.

Supplier remains entirely liable for any cost that could arise from such changes, as well as possible claims from Travelers ; except if Supplier can prove that the Operating Carrier is the liable party. In such case, Supplier remains liable until they communicate all relevant information to claim what they are entitled to to the Operating Carrier.

2.3. Service Level Agreement

Supplier acknowledges and agrees to answer any question emanating from CitizenPlane, a Buyer or Intermediary within two (2) business days. Should Supplier fail to meet this timeframe, CitizenPlane is entitled to take any precautionary measure to comply with the aforementioned request at the Supplier's expense, including but not limiting to re-booking of another flight, proceeding to a refund of the Instance of Transportation Service or to a refund of any expenses incurred by the Buyer.

In case of a request arising less than two (2) business day from the date of travel, Supplier will do their best to comply with any request as soon as possible. In the event that such a request is critical (e.g. the Traveler cannot travel under the original conditions of the instance of Transportation Service), Supplier acknowledges and agrees to solve the problem in less than fifteen (15) minutes. To do so, Supplier will provide CitizenPlane with an emergency contact information. Should Supplier fail to meet this timeframe, CitizenPlane is entitled to take any precautionary measure to provide the Traveler a suitable alternative at the Supplier's expense, including but not limiting to re-booking of another flight, proceeding to a refund of the Instance of Transportation Service or to a refund of any expenses incurred by the Buyer, notwithstanding any legal indemnification the Buyer might be entitled to.

2.4. Supplier's Relationship with Intermediaries.

Supplier shall have the sole responsibility for any obligations or liabilities to Intermediaries that arise from its relationship with its Intermediaries. Supplier acknowledges and agrees that it will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with the Intermediary.

2.5. Supplier's Relationship with Buyers.



Supplier acknowledges and agrees that the CitizenPlane Platform only allows the marketing of Transportation services, and no tourism packages. Supplier shall have the sole responsibility for any obligations or liabilities to Buyers that arise from any failure or misconduct within the services provided by the ticket sale. If such failure or misconduct is attributable to a previous supplier or directly to the Operating carrier, supplier will take charge of any necessary claim. Supplier acknowledges and agrees that it will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with the Buyer.

In case of a schedule change or route change, or a flight cancellation, Supplier agrees to offer a suitable alternative to the Buyer and to give the Buyer at least seventy-two (72) hours to confirm such suitable alternative. If the Buyer elects to decline the alternative offered by the Supplier, Buyer is entitled to a full refund of their instance of Transportation Service.

2.6. “Marketed By CitizenPlane” Option.

By default, CitizenPlane publishes the Transportation Services uploaded on the CitizenPlane Platform under the Operating Carrier’s name and 2-letter designator code.

Optionally, Supplier can elect to sell one or more Transportation Services under the brand and 2-letter designator code of CitizenPlane (thereafter called “Marketed By CitizenPlane Option”). Upon the use of this Marketed By CitizenPlane Option, the following terms and conditions apply:

a. Code share.

The instances of Transportation Services using the Marketed By CitizenPlane Option will be sold as CitizenPlane flights operated by the Operating Carrier.

b. Flight number.

Instances of Transportation Services sold under the Marketed By CitizenPlane Option will be issued a CitizenPlane flight number. This flight number will be composed of CitizenPlane’s 2-letter designator code (1L) and a 4-digit number.

To the Buyer and Intermediaries, this flight number will replace the information provided on the CitizenPlane Platform by the Supplier. However, in communications between CitizenPlane and the Supplier, the original flight number will be used.

c. Ticketing.

Ticketing remains the Supplier’s sole responsibility and CitizenPlane cannot ticket flights sold under the Marketed By CitizenPlane Option. Supplier must be able to provide the Operating Carrier’s ticket number and passenger name record

associated with each reservation processed under the Marketed By CitizenPlane Option.

d. Unilateral interline agreement.

The use of the “Marketed By CitizenPlane” Option is unilateral and only CitizenPlane is allowed to sell instances of Transportation Services on Operating Carrier’s operated flights, and not vice versa.

e. Exemption of Liability.

Supplier acknowledges and agrees that Operating Carrier hereby grants to CitizenPlane a non-exclusive, non-transferrable and royalty-free license to use Operating Carrier’s brand for the duration of this Agreement.

Supplier is the sole Party responsible for ensuring that they have the right to sell flights under the Marketed By CitizenPlane Option and warrants CitizenPlane against any claim that may arise from the sale of Transportation Services under the Marketed By CitizenPlane Option.

3. Financial Terms

3.1. Fare Calculation and Supplier Payment.

Supplier is entitled to set the price of each Transportation Services instance (“Fare”). All Fares are in EUROS (€).

Supplier: (i) appoints CitizenPlane as Supplier’s limited payment collection agent solely for the purpose of accepting the Fare, applicable taxes and fees from the Buyer on behalf of the Supplier; and (ii) agrees that from the Buyer’s perspective, payment made by the Buyer to CitizenPlane shall be considered the same as payment made directly by Buyer to Supplier and will allow the reservation of the Transportation services.

3.2. Service Fee.

In consideration of CitizenPlane’s provision of the CitizenPlane Platform, Supplier agrees that CitizenPlane may add a fee (“Service Fee”) on top of Supplier’s price to the Buyer.

The Service Fee will be determined on a per transaction basis at CitizenPlane’s sole discretion. This fee is paid by the Buyer to CitizenPlane and Supplier cannot make any claim relative to this Service Fee.

3.3. Cancellations, Changes of schedule and Refunds.

Supplier acknowledges and agrees that Travelers may elect to cancel the instance of Transportation Service. In the event that a Traveler cancels an instance of Transportation Service, Supplier agrees to refund all eligible taxes. This also applies in case the Traveler doesn't show up to benefit from the Transportation Services.

In case of a cancellation of the Transportation Services emanating from the Supplier, Supplier is responsible for all legal indemnification applicable to the instance of Transportation Service, potential fees arising after a court decision, as well as a total refund of the instance of Transportation Service (including but not limited to ancillary products, if applicable).

In case of a change of schedule, Supplier agrees to offer a valid alternative to the Traveler. Supplier is responsible for all legal indemnification applicable to the instance of Transportation Service. Supplier shall be responsible for any discussion or claims toward the Operating Carrier when necessary.

If the new schedule differs from the original one by more than three (3) hours, Supplier acknowledges and agrees that such schedule change entitles the Buyer to claim a full refund of the price of the Fare, notwithstanding applicable legal indemnification.

3.4. Exemption of liability.

This agreement does not in any way make CitizenPlane liable for any cost related to the operation of the routes operated by Supplier or by the Operating carrier and Supplier cannot make any claims towards CitizenPlane.

CitizenPlane shall not be liable for any claims for compensation amounts or damages that Supplier is met with as a result of their operations according to EU Regulation 261/2004, the Warsaw- and Montreal Convention and other national and international rules regulating the general liability of airlines carrying passengers or cargo.

Should CitizenPlane be the recipient of any such claim, CitizenPlane will forward it to the Supplier and inform the buyer of such transfer.

Supplier remains entirely liable for any cost that could arise from such claims ; except if Supplier can prove that the Operating Carrier is the liable party. In such case, Supplier remains liable until they communicate all relevant information to claim what they are entitled to to the Operating Carrier.

Supplier acknowledges and agrees to address and solve such claims in a delay of 7 calendar days. Should Supplier fail to meet this timeframe, CitizenPlane is entitled to accept the Buyer's claim and proceed with payment at the Supplier's expense.

3.5. Invoices.

Upon the purchase of Transportation Services by a Buyer, CitizenPlane issues a self-invoice to CitizenPlane on behalf of the Supplier. Such invoices are also provided via the online portal available to the Supplier on the CitizenPlane Platform.

Self-Invoices contestations are sent to Citizen Plane within two (2) weeks after their issuance. After this two (2) weeks period, if no contestation has been raised, the self-invoice shall be considered as undisputed.

3.6. Payments.

CitizenPlane commits to making payment every Monday that follows the completion of Transportation Services, and payment should at any rate be transferred to the Supplier within two (2) weeks after, unless otherwise specified. Payments are made on the basis of the self-invoices generated by the CitizenPlane Platform (as described in section 3.5).

It is provided that payments may be decreased of unrefunded expenses made by CitizenPlane in case of the supplier's failure to meet buyer's claims according to clause 3.4.

3.7. No Additional Amounts.

Supplier acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, CitizenPlane and its Affiliates may seek to attract new Buyers. Such operations will have to be agreed upon by all parties concerned.

Supplier acknowledges and agrees such advertising or marketing does not entitle Supplier to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

3.8. Taxes.

Supplier acknowledges and agrees that it is required to:

(a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by applicable law; and

(b) provide CitizenPlane with all relevant tax information (including but not limited to a valid VAT number belonging to Supplier, if obtaining a VAT number is required of Supplier by applicable law). Supplier further acknowledges and agrees that Supplier is responsible for taxes on their own income arising from the performance of Transportation Services.

Notwithstanding anything to the contrary in this Agreement, CitizenPlane may in its reasonable discretion based on applicable tax and regulatory considerations, collect and



remit taxes resulting from Supplier's provision of Transportation Services and/or provide any of the relevant tax information Supplier has provided pursuant to the foregoing requirements in this Section 3.8 directly to the applicable governmental tax authorities on Supplier's behalf or otherwise.

4. Proprietary Rights; License

4.1. License Grant.

Subject to the terms and conditions of this Agreement, CitizenPlane hereby grants Supplier a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the CitizenPlane Platform solely for the purpose of selling Supplier's seats inventory. All rights not expressly granted to Supplier are reserved by CitizenPlane, its Affiliates and their respective licensors.

4.2. Restrictions.

Supplier shall not, and shall not allow any other party to:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the CitizenPlane Platform ;
- (b) modify or make derivative works based upon the CitizenPlane Platform ;
- (c) improperly use the CitizenPlane Platform, including creating Internet "links" to any part of the CitizenPlane Platform, "framing" or "mirroring" any part of the CitizenPlane Platform on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the CitizenPlane Platform ;
- (d) reverse engineer, decompile, modify, or disassemble the CitizenPlane Platform, except as allowed under applicable law; or
- (e) send spam or otherwise duplicative or unsolicited messages.

In addition, Supplier shall not, and shall not allow any other party to, access or use the CitizenPlane Platform:

- (i) design or develop a competitive or substantially similar product or service;
- (ii) copy or extract any features, functionality, or content thereof;
- (iii) launch or cause to be launched on or in connection with the CitizenPlane Platform an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses

or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the CitizenPlane Platform ; or

(iv) attempt to gain unauthorized access to the CitizenPlane Platform or its related systems or networks, all except to the extent such actions must be allowed under French law.

4.3. Ownership.

The CitizenPlane Platform, including all intellectual property rights therein are and shall remain the property of CitizenPlane, its Affiliates or their respective licensors. Neither this Agreement nor Supplier's use of the CitizenPlane Platform conveys or grants to Supplier any rights: (a) in or related to the CitizenPlane Platform, except for the limited license granted above; or (b) to use or reference in any manner CitizenPlane's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership.

5. Confidentiality

5.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes CitizenPlane Platform Data, CitizenPlane IDs, Intermediary, Buyer or Traveler Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

5.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to CitizenPlane, its internal record-keeping requirements).

5.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

6. Privacy

For the purpose of this clause, CitizenPlane is named the “Controller” and the “Supplier” is named the “Processor”.

As part of their contractual relations, the Parties shall undertake to comply with the applicable regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 which is applicable from 25 May 2018 (hereinafter “the General Data Protection Regulation”).

The Processor is authorized to process, on behalf of the Controller, the necessary personal data for updating the Passengers Name List (PNL). The personal data processed are :

- Type (adult/infant)
- Sex
- Name
- First Name
- Date of birth
- Passport number
- Passport country of issuance
- Passport issuance date
- Passport expiry date
- Need for special assistance

The Processor shall undertake to:

- process the data solely for the purpose subject to this agreement
- process the data in accordance with the documented instructions from CitizenPlane. Where the Processor considers that an instruction infringes the General Data Protection Regulation or of any other legal provision of the Union or of Member States bearing on data protection, it shall immediately inform the Controller thereof. Moreover, where the Processor is obliged to transfer personal data to a third country or an international organization, under Union law or Member State law to which the Processor is subject, the Processor shall inform

the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest

- guarantee the confidentiality of personal data processed hereunder
- ensure that the persons authorized to process the personal data hereunder:
- have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- receive the appropriate personal data protection training

The Processor shall notify the Controller of any personal data breach not later than 24 (twenty four) hours after having become aware of it via any appropriate means. Said notification shall be sent along with any necessary documentation to enable the Controller, where necessary, to notify this breach to the competent supervisory authority.

The Processor undertakes to implement any security measures necessary to ensure the protection of the personal data.

At the end of the service bearing on the processing of such data, the Processor undertakes to return all personal data to the Controller. Together with said return, all existing copies in the Processor's information systems must be destroyed. Once destroyed, the Processor must demonstrate, in writing, that this destruction has taken place.

The Processor undertakes to implement every means to allow the Controller to comply with his obligations under General Data Protection Regulation, and more specifically to ensure the data subjects' following rights: right of access, right of rectification, right of erasure, right to restriction of processing, right to data portability.

The Processor warrants that it has named a Data Protection Officer (DPO) and that it will provide the controller and the subjects with its contact information.

7. Insurance

7.1. Supplier agrees to maintain during the term of this Agreement commercial travel liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws. This coverage must also include any no-fault coverage required by applicable law that may not be waived by an insured.

7.2. Supplier agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws.

8. Representations and Warranties; Disclaimers

8.1. By Supplier.

Supplier hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services, and (ii) passenger transportation services to third parties.

8.2. Disclaimer of Warranties.

CitizenPlane provides, and Supplier accepts, the CitizenPlane Platform on an "as is" and "as available" basis. CitizenPlane does not represent, warrant or guarantee that Supplier's access to or use of the CitizenPlane Platform's interface will be uninterrupted or error free. CitizenPlane functions as an on-demand reselling service only and makes no warranties or guarantees as to the actions or inactions of the Travelers who may request or receive Transportation Services from Supplier.

8.3. No Service Guarantee.

CitizenPlane does not guarantee the availability or uptime of the CitizenPlane Platform. Supplier acknowledges and agrees that the CitizenPlane Platform may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the CitizenPlane Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and CitizenPlane is not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

9. Limits of Liability

CitizenPlane and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) Supplier's or



any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.

In any event, Citizen Plane's liability shall not exceed the amount billed to Supplier for using CitizenPlane Services.

Supplier acknowledges and agrees that any and all claims Supplier has or purports to have against CitizenPlane and/or its Affiliates should be notified to CitizenPlane and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that Supplier forfeits all rights in respect of that claim if Supplier fails to do so. These limitations do not purport to limit liability that cannot be excluded by applicable law.

10. Term and Termination

10.1. Term.

This Agreement shall commence on the date that the Agreement is executed by Supplier (electronically or otherwise) and shall continue until terminated as set forth herein.

10.2. Termination.

Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, CitizenPlane may terminate this Agreement or deactivate Supplier immediately, without notice, with respect to Supplier in the event Supplier, as applicable, no longer qualifies, under applicable law or the standards and policies of CitizenPlane, to use the CitizenPlane platform.

10.3. Effect of Termination.

Upon termination of the Agreement, Supplier, outstanding payment and obligations arising from the term of this Agreement shall survive the termination of this Agreement.

11. Relationship of the Parties



11.1. Except as otherwise expressly provided herein with respect to CitizenPlane acting as the limited payment collection agent solely for the purpose of collecting payment from the Buyer on behalf of Supplier, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that no joint venture, partnership, or agency relationship exists between CitizenPlane and Supplier.

11.2. Supplier expressly acknowledges and agrees that by agreeing to the terms and conditions of this Agreement, Supplier intends to perform Transportation Services in a non-incidental manner and, as such, CitizenPlane will consider Supplier to be taxable in accordance with all applicable VAT and indirect tax legislation (which can vary depending on the characteristic of the Transportation Services).

12. Miscellaneous Terms

12.1. Modification.

CitizenPlane reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement as applicable, on the online portal available to Supplier on the CitizenPlane Platform. CitizenPlane reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. CitizenPlane will provide notice to Supplier in the event of such change, no later than two (2) weeks in advance.

Supplier hereby acknowledges and agrees that, by using the CitizenPlane Platform, Supplier is bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein. Continued use of the CitizenPlane Platform after any such changes shall constitute Supplier's consent to such changes.

12.2. Supplemental Terms.

Supplemental terms may apply to Supplier's use of the CitizenPlane Platform, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Supplemental Terms"). Supplier may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

12.3. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form

part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

12.4. Assignment.

Supplier may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

CitizenPlane may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time and undertakes to inform Supplier of such transfer in a timely manner.

12.5. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.”

12.6. No Third Party Beneficiaries.

Supplier acknowledges that there are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.

12.7. Notices.

Any notice delivered by CitizenPlane to Supplier under this Agreement will be delivered by email to the email address associated with Supplier’s account or by posting on the online portal available to the Supplier on the CitizenPlane Platform. Any notice delivered by Supplier to CitizenPlane under this Agreement will be delivered by contacting CitizenPlane at welcome@citizenplane.com. Additional local-specific notices may be required from time to time.

12.8. Governing Law; Arbitration.

Except as otherwise set forth in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with the laws of France, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply.

By clicking "I accept" or signing below (as such may be required by applicable law), Supplier expressly acknowledges that Supplier has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Supplier agrees to be bound by the terms and conditions of this Agreement, and that Supplier is legally authorized to enter into this Agreement with CitizenPlane.

Signed By:

(Name)

On Behalf:

(Company)

Date:

(Date)

Signature:

(Signature)