

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TRANSPORT SERVICES

1. Scope of application:

These General Terms and Conditions for the Purchase of Transport Services (the "TS GTC") are applicable when the entities of the STEF Group ("STEF"), carrying out, on behalf of their Customers, temperature-controlled transport of goods in UK and abroad, assign the execution of these Services ("Services") to a third party (the "Subcontractor"). STEF and the Subcontractor being the "Party or Parties".

The Services thus entrusted by STEF to the Subcontractor are carried out under Contract and/or TO (Transport Order), consisting, where applicable, of the following documents listed in decreasing order of precedence in the event of conflict:

- The TO and other instructions transmitted,
- The special conditions negotiated between the Parties and their annexes,
- These TS GTC.

The Contract cancels and replaces any previous Contract/Agreement agreed between the Parties, except for any Special Agreement signed. Any commencement of execution of the Contract by the Subcontractor implies unreserved acceptance all of its Terms & Conditions (T&C).

The Parties agree to that all transports conducted within United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland are carried subject to the RHA Conditions of Carriage, latest edition, and the Subcontractor accepts the exclusion of the RHA Conditions of Carriage (2020) Point 12, Section 1, Point (c). The Subcontractor declares Freight & Liability Insurance coverage by a minimum of three thousand pounds sterling (£3,000.00) per metric tonne on the gross weight of the goods lost, mis-delivered or damaged. For all international transports the parties agree to that all international carriage is undertaken subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR), Carriage of Goods by Road Act 1965.

The parties agree for cross-border traffic that the Subcontractor declares to be in full compliance with the temperature controlled cross-border traffic, and the transport equipment used is certified and meets the requirement of the ATP standard.

For UK Imports, the Subcontractor declares to comply with the guidance published from time to time by the UK Home Office & UK Border Force (UKBF), which are the mainly but not limited to, The Carriers' Liability Regulations 2002 and the Carriers Liability (Amendment) Regulations 2023. published from time to time by the UK Home Office & UK Border Force constitute part of these Conditions.

If the Contractor operates for the Company within the TfL-Zone, the Contractor confirms that the Tractor Units (HGVs) comply with the DVS scheme operated by TfL.

Regarding Food Safety Regulations, the Parties agree to refer to the National and European Regulations in force, which are mainly but not limited to: The Food Safety Act 1990, The Food Safety and Hygiene (England) Regulations 2013, Regulation (EC) 178/2002, Regulation (EC) 852/2004, Regulation (EC) 853/2004.

2. Requirements of the Subcontractor:

The Subcontractor undertakes to implement the material and human resources necessary for the complete performance of the Services, and the Subcontractor is not authorised to subcontract, except with STEF's written agreement and the Subcontractor guarantees to STEF:

3.1. Guarantee the compliance with all laws and regulations in force on the day of the execution of the Services, in particular regarding transport, by:

- (i) Proving that it is listed in the register of licensed carriers and holds a transport licence [Community or Domestic Transport License] with a true copy on board the vehicles
- (ii) Ensuring compliance with driving and rest times as well as with the highway code.
- (iii) Ensuring compliance of the vehicles performing the Services with the Food Safety and Transport

Regulations in force on the day of their execution

(iv) Ensuring compliance with specific regulations, such as customs regulations, relating to the taking on of specific goods (e.g. goods subject to excise duties)

(v) Ensuring compliance with national and European Regulations on cabotage. In the event of failure to comply with the provisions of Article 3.1, the Subcontractor shall be in serious breach of its obligations to STEF, which may then terminate the Services under the conditions set out in Article 16;

3.2. Take all necessary care to ensure that the Services are carried out in accordance with the instructions given by STEF.

3.3. Take all necessary care during the handling and transport of the goods in order to avoid any loss and/or damage to the goods entrusted. Ensure in particular that the goods are: (i) kept in secure vehicles (ii) protected against any unauthorised interference throughout the transport operations;

3.4. Only use equipment that is suitable for the goods to be transported and for the loading and unloading accesses and facilities. The vehicles used must be equipped with temperature recorders, which must meet the requirements stipulated in Regulation (EC) 37/2005. They must be in perfect working order, well maintained and clean, both inside and outside, and free of odours, and must be kept as such;

3.5. Maintain and return in perfect working order, at the end of the contractual requirements, the traceability tools or any other equipment made available by STEF;

3.6. Carry out the transport Services by trustworthy, experienced and competent drivers who have the necessary authorisations, licences and training for the transport of temperature-controlled goods;

3.7. Comply with safety protocols and all health and safety instructions in force at the various loading and unloading sites;

3.8. Comply with the terms and conditions for the performance and execution of the Services, and the Subcontractor shall in particular: (i) keep STEF informed, using its own resources and/or any tools provided and within the deadlines indicated, of the follow-up of the Services, of their proper execution and any problem that may arise during their execution (ii) return to STEF all transport documents/consignment notes at the end of the deliveries made (within forty-eight (48) hours or seventy-two (72) hours in the case of international transport). (iii) Return the handling units provided by STEF and used for the transport of the goods in accordance with the terms and conditions indicated in Article 10;

3.9. Strictly adhere to the schedules and other instructions given to it, and report in real time to STEF any event that may jeopardise compliance with these instructions.

3.10. Inform STEF as soon as possible of any difficulties encountered in the performance of its Services so that STEF may remedy such difficulties.

3. STEF Requirements:

As ordering party, STEF undertakes to guarantee the compatibility of the instructions given to the Subcontractor,

- (i) With respect to working hours, driving times and rest periods,
- (ii) With the applicable cabotage rules, and to pay the invoices issued by the Subcontractor in accordance with the conditions and deadlines indicated in Article 13 of the present TS GTC.

STEF may be required to provide ancillary services to the Subcontractor which will be formalised in a separate agreement.

4. Transport documents/Consignment Notes:

It is the Subcontractor's responsibility to check that it has the consignment notes required for the goods taken over, enabling it to be identified as the Subcontractor performing the transport and, failing this, to identify itself on the aforementioned documents.

The Subcontractor undertakes to ensure the proper follow-up of any document accompanying the goods transported. Furthermore, any consignment notes referred to in these TS GTC includes both its paper and electronic versions.

5. Communication of instructions:

The instructions for the Services are set out in the Contract and/or, where applicable, in the Transport Orders for International Transports and in the Load Confirmations for National Transports; further instructions communicated prior to the Services, in particular the special conditions and annexes. These may be supplemented by instruction containing all the particulars necessary for the proper execution of the operations. Any new instructions from STEF which modify the initial Terms & Conditions for the performance of the Services shall be confirmed to the Subcontractor in writing.

6. Food safety - Temperature:

The Subcontractor takes charge of temperature-controlled goods and undertakes to maintain them at the temperatures indicated by STEF or, failing that, depending on the nature of the goods, in accordance with the regulations in force, throughout the duration of the Services.

The Subcontractor must provide for loading a vehicle pre-cooled to the required temperature. It is imperative that the temperature be checked on departure and arrival of the goods and recorded throughout the duration of the transport. In the event of a temperature anomaly, the Subcontractor shall take the necessary precautionary measures to preserve the goods and shall immediately inform STEF while awaiting instructions. The Subcontractor agrees to provide the temperature recordings within a maximum of twenty-four (24) hours. The Contractor declares that the temperature recorder at the reefer unit meets the requirements stipulated in Regulation (EC) 37/2005, published from time to time; and is calibrated in accordance with the European Standard EN 13485. Additional instructions concerning the settings of the reefer units may be provided. The Subcontractor undertakes to comply with the same level of requirements that STEF guarantees to its customers, in particular within the framework of its Group policy on quality, hygiene, compliance with the cold chain and food safety, available at the following address: <https://www.stef.com/documents-securite-sanitaire>.

Failure to comply with the provisions of this Article shall constitute a serious breach of the Subcontractor's obligations to STEF, which may then terminate the Services under the conditions set out in Article 16.

7. Collection of the goods:

When taking over goods at a site other than STEF, the Subcontractor must carry out a quantitative and qualitative check as well as a temperature check. The temperature will be systematically recorded on the consignment note.

In the event of an anomaly of any kind whatsoever, the Subcontractor shall immediately inform STEF which shall confirm the instructions. The Subcontractor shall record the reservations on the consignment note.

Whether or not the Subcontractor has taken part in loading/unloading, the Subcontractor checks that the loading, securing and stowage do not compromise road safety. If this is not the case, it shall request that the loading be redone in satisfactory conditions. Failing this, it shall refuse to take over the goods.

The Subcontractor shall, before departure, carry out an external inspection of the load with regard to the preservation of the goods, in particular with regard to normal air circulation. If access to the loading bay is impossible, the Subcontractor shall indicate this on the consignment note.

If several consignments are loaded in the same vehicle, the Subcontractor shall ensure that any additional goods loaded, does not affect the goods already loaded, in terms of their food compatibility and integrity, or road safety.

If the Subcontractor is instructed to seal the vehicle, it shall do so after loading, before departure, and indicate the seal number on the consignment note.

8. Delivery:

The Subcontractor shall ask the unloading site, to confirm the arrival time on the consignment note. During the unloading of the goods, whether it participates or not, the Subcontractor attends the control operations of the goods carried out by the consignee.

It must confirm to STEF, systematically and in real time, the time and status of each delivery made, possibly by using the traceability tools made available by STEF. The Subcontractor undertakes to give STEF access to the geolocation data of its on-board computer system, only for the Services entrusted by STEF.

8.1. Management of anomalies:

In the event of an anomaly reported on delivery by the consignee, the Subcontractor will carry out a cross-check and note its observations on the consignment note in the event of disagreement. If the anomaly relates to temperature, the Subcontractor shall carry out the cross-check using its own probe thermometer. In case of refusal by the consignee, the Subcontractor shall immediately contact STEF and await instructions. In any case, the Subcontractor takes all appropriate measures to preserve STEF's interests. In the case of an event giving rise to an expertise triggered by STEF, the Subcontractor must immediately inform its insurer.

9. Monitoring of the Loading Equipment:

9.1. Pallets:

All deliveries undertaken are on non-returnable pallets if not otherwise advised by the Transport Office of STEF, i.e., Chep Pallets & EUR Pallets. The Subcontractor must obtain a Pallet Control Voucher (PCV) for Chep 1 and/or Chep 2 pallets at the delivery point. If a PCV is not obtained at the delivery point, pallets must be collected and deired accordingly at Chep depots or returned to STEF. EUR pallets must be exchanged by the Subcontractor with the consignee 1:1 in the same quality and grade. If this is not possible for exceptional reasons, the Subcontractor may accept a pallet note/PCV from the consignee. In case of pallet disputes, STEF will exclusively take all written documentation into consideration, i.e., PCVs, communication etc. STEF reserves the right to charge per pallet for the replacement of those pallets to the Subcontractor.

9.2. Other loading equipment (bins, roll containers, etc.): Specific instructions for this type of loading equipment is communicated from STEF to the Subcontractor, and the Subcontractor will comply with the instructions received.

10. Progress-orientated approach:

The Subcontractor is involved in the progress initiatives launched by STEF, which may resulting into regular contract reviews based on the defined Key Performance Indicators (KPIs). For this purpose, KPIs may be agreed between STEF and the Subcontractor and set out, where applicable, in a specific agreement. In addition, STEF, its customers, as well as any designated third party may carry out audits and/or evaluations of the Subcontractor (particularly relating to aspects of service quality, food safety, health and sustainable development). The possible action plans resulting from these evaluations/audits will be followed up during the regular contract reviews and incorporated into the KPIs.

11. Legal and regulatory requirements:

Prior to engaging with STEF in transport services, the Subcontractor must forward the following documents to STEF or a representative of STEF, which maybe an outside party:

12.1. Copy of its valid [Community or Domestic Transport] Transport Licence.

12.2. Annual certificate of Contractual Civil Liability Insurance, valid and complying with the conditions set out in Article 15 of these TS GTC.

12.3 Trade register extract not older than three (3) months),if company is registered within the trade register.

12.4. Certificate of provision of social security declarations and payment of social security contributions, which confirms that the Subcontractor has properly declared and paid their social security obligations, not dated older than six (6) months.

12.5. Any other legal or regulatory document, essential to the exercise of an activity of transport of goods on the territories covered. Throughout the duration of its relations with STEF, the Subcontractor will spontaneously send to STEF or its representative these documents renewed at the end of their term for the transport licence and the insurance certificate, every six (6) months for the other documents. Failure by the Subcontractor to send these documents and to update them may result in the immediate termination of all the Services In addition, the Subcontractor is required to inform STEF immediately of any change in its legal and administrative situation and of any event likely to prevent the proper performance of the obligations provided for in these TS GTC.

12. Financial conditions:

12.1. Prices:

The rates applied to STEF by the Subcontractor are specified in the Contract. The Subcontractor declares and acknowledges, without exception or reservation, that the agreed rates allow them, for the planned duration of the Services, to cover all the costs related to their performance. The rates initially agreed may be renegotiated at the request of either of the Parties and at least annually on the anniversary date of the contract. In the event of circumstances altering the economic balance of the contract (loss of a client or part of the services and volume entrusted, etc.), the Parties agree to renegotiate the contract and its pricing conditions. In the absence of an agreement, either party may terminate the contract, subject to compliance with the provision of Article 16.

12.2. Invoicing:

The Subcontractor must draw up and send STEF an invoice for its services at least once (1) a month. If applicable, the invoice must mention the fuel charges calculated in application of the energy indexation tables communicated. The invoices must include the reference appearing on the Transport Order/Load Confirmations and/or the trip instruction. The invoice including the POD must be sent in electronic format to the invoicing address communicated by STEF to the Subcontractor.

12.3. Payment:

Payment Terms are 30 Days end of Month, the date of receipt of the invoice is decisive, i.e., if the invoice is dated 10 April, payment is due in the following month on 31 May. Payments will not be made unless a "Monthly Statement of Accounts" is submitted.

13. Liability :

The Subcontractor is responsible for the goods, from their acceptance at the sender until delivery to the consignee. The Subcontractor is liable for damage, loss, delay and any other claims, under the conditions and within the limits set by the CMR/RHA in the context of international/national transport. Salvage sales of goods are prohibited and if agreed with the customer of STEF, any salvage sale will be managed by STEF.

The Subcontractor is obliged to manage the loading containers provided to him by STEF with care. The Subcontractor shall be fully responsible and liable for any improper use of the loading receptacles (e.g., driving on them with forklifts) by its driving personnel or third parties as well as for any change or deterioration of the loading containers provided. If any damage occurs after taking over the loading containers, the Subcontractor is obliged to immediately report any damage to STEF using the STEF accident report form. All damages caused by the Subcontractor will be invoiced against the Subcontractor's account and set-off with the next payment by STEF.

14. Insurance:

The Subcontractor undertakes to subscribe to all Contractual Civil Liability and Professional Transport Insurance policies with reputable and solvent insurance companies of its choice, with sufficient guarantees to be always appropriate for the loads and transport entrusted to him. The Contractual Civil Liability insurance must be subscribed with the minimum guarantees indicated below, per event and per vehicle:

- (i) For national transports the Subcontractor declares Freight & Liability Insurance coverage by a minimum of three thousand pounds sterling (£3,000.00) per metric tonne on the gross weight of the goods lost, mis-delivered or damaged.
- (ii) For international transports the amount of insurance is set by the CMR Convention of 8.33 SDR/KG of gross weight short/damaged. The Subcontractor must have a minimum of 250,000 EUROS insurance per transport.

The Subcontractor's Contractual Civil Liability insurance shall include at least:

- (i) "All risks" cover and not only "accidents which meet certain criteria" cover
- (ii) "Temperature influence risk" cover from all causes, and at least following breakdown and/or malfunction of the reefer unit and temperature indexation errors of the reefer unit
- (iii) Inexcusable fault and/or gross negligence cover, CMR wilful misconduct Art. 29
- (iv) Cover for theft in accordance with the insurance companies' theft union clause

- (v) Cover for geographical coverage in accordance with the transport entrusted (CMR guarantee for international transport with the list of countries covered).

In the event that the goods are no longer covered by a consignment note, it is the responsibility of the Subcontractor to insure the goods in its property damage policy. The Subcontractor also undertakes to cover its General Civil Liability and Professional Civil Liability. It undertakes to cover its Civil Liability on and off the road for damage caused by its vehicle(s) as well as that caused by towed vehicles and equipment that may be entrusted to them by STEF. In addition, the Subcontractor's insurance policy must cover all damage to equipment, towed semitrailers and equipment belonging to STEF, whatever the cause. The Subcontractor undertakes to produce, on first request, all the above-mentioned insurance certificates, in accordance with the said guarantees, issued by its insurance company.

15. Termination:

Services may be terminated at any time by sending a registered letter with acknowledgement of receipt to the other Party, subject to compliance by the notifying Party with one month's notice when the time already elapsed since the start of performance of the Contract does not exceed six months. The notice period is increased to two months when this period is greater than six months and less than one year. Three months' notice must be given when the duration of the relationship is one year or more.

Furthermore, in the event of the loss of a customer and if the required advance notice cannot be given (reduction or non-delivery of goods by the customer), STEF will inform the Subcontractor as soon as possible to organise the termination of the Services.

In the event of a serious breach, the termination will be effective immediately by sending a registered letter with acknowledgement of receipt. Subject to the imperative legal provisions in force, STEF may also terminate the Contract in the event of the opening of collective proceedings, insolvency or cessation of activity of the Subcontractor, with a lead time of thirty (30) days after sending a registered letter with acknowledgement of receipt.

16. Confidentiality - Loyalty:

The Parties undertake to consider as strictly confidential the information already received as well as that which may be communicated to them during the performance of the Services.

Each of the Parties shall refrain from disclosing such information to third parties without the prior and express authorisation of the other Party. Each of the Parties shall ensure the protection of the information contained in the documents entrusted by the other Party, by any appropriate measure, in particular regarding its employees.

However, the obligation of confidentiality shall not apply to technical, logistical, commercial or other information which the Parties could establish was already known to them, without being confidential, before it was communicated as confidential information, which is in the public domain at the date of commencement of the Services, which is authorised to be communicated by a prior or subsequent written authorisation issued by the owner of the information, which has been acquired by the receiving Party from a third party having the right to transmit such information to the receiving Party without any obligation of confidentiality or prohibition to disclose it, which is required to be produced (after notification to the disclosing Party whenever possible) under the applicable law or any other law or regulation, including a court order.

This obligation of confidentiality is binding on each of the Parties for the entire duration of the Services and for three (3) years following their completion, for whatever reason. The Subcontractor may not use the information for any purpose other than the performance of the Services. The Subcontractor shall refrain from canvassing and any direct or indirect takeover of STEF Group's customers, for the entire duration of the Services.

In the absence of compliance with the provisions of this Article, the Subcontractor will be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions set out in Article 16.

17. Independence of the Parties:

The Subcontractor acts autonomously and in its own name. It is in no way an employee, even temporarily, of STEF. The Subcontractor must not, by its actions, compromise or risk compromising the image, reputation or good name of STEF. It must not present itself as STEF, one of its associated agents, employees or representatives, or as having any power or authority to enter any obligation of any kind, explicit or implicit, on behalf of STEF.

Unless specifically agreed for the use of the STEF brand, the Subcontractor is not authorised to carry and/or use the STEF names and brands, and their derivatives, in any medium whatsoever.

The Subcontractor retains full responsibility for their personnel with regard to labour legislation. There is no link of subordination and dependence with STEF. The Subcontractor retains authority over its staff. As such, it alone pays its employees and ensures their supervision.

Upon request, the Subcontractor communicates to STEF or its representative the total annual turnover of its company, without having to be reminded. It must take all measures to diversify its customer base.

18. Ethics - Environment - Fight against corruption:

19.1. The Subcontractor undertakes, as an essential condition of the Parties' commitment and in accordance, with the STEF Responsible Purchasing Charter, available on the stef.com website:

- (i) To comply with the legal provisions in force, those relating to safety and labour law
- (ii) To implement a continuous progress approach to limit direct impacts on the environment, in particular: energy consumption, CO2 emissions, direct discharges of pollutants into the environment, noise levels, the use of toxic substances, and the production of waste
- (iii) To respect the provisions of the United Nations Convention on the Rights of the Child of 20 November 1989, which prohibits child labour
- (iv) Not to resort, in any form whatsoever, to forced or compulsory labour as defined in Article 1 of the International Labour Organisation Convention of 25 June 1957 on the abolition of forced labour. More generally, it undertakes to comply with all national and international social, safety, health and environmental obligations applicable to the exercise of its activity and/or required by STEF.

19.2 The Subcontractor also declares to be in full compliance with all applicable anti-corruption laws and regulations, including, but not limited to the Bribery Act 2010. In accordance in particular with the so-called "Sapin II" French law on transparency, the fight against corruption and the modernization of economic life of 9 December 2016, to which the STEF Group is subject, STEF has internal anti-corruption prevention measures. As such, it has adopted an Ethics and Business Conduct Charter, available on the stef.com website, procedures and alert and control mechanisms, in order to prevent and detect acts of corruption and influence peddling.

STEF ensures that all its employees, particularly those who have the capacity to commit it in relations with third parties, share and apply the legal rules and internal regulations guaranteeing respect of business ethics.

In performing the Services, each Party undertakes to comply with the principles and rules set out in the applicable laws and regulations relating to conflicts of interest, competition law and the fight against corruption and influence peddling.

In the absence of compliance with the provisions of this Article, the Subcontractor will be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions set out in Article 16.

The Subcontractor guarantees that any person, natural or legal, intervening on its behalf within the framework of the execution of the present:

- (i) Complies with all applicable regulations concerning the fight against corruption
- (ii) Does not do, by action or omission, anything that would be likely to engage STEF's liability for non-compliance with the said regulations
- (iii) Implements and maintains its own policies and measures relating to ethics and the fight against corruption
- (iv) Informs STEF without delay of any event of which it is informed, and which could result in the obtaining of an undue advantage, whether financial or of any other nature, in connection with the present.

The Subcontractor undertakes to provide STEF with any assistance required to respond to a request from an authorised authority relating to the fight against corruption.

In accordance with the STEF Ethics and Business Conduct Charter, a STEF employee may not solicit or accept, for themselves or for a member their family, or offer or give to representatives of a Subcontractor, money or any gift that could be of a nature to influence the business relationship between STEF and this Subcontractor.

The Subcontractor undertakes, in this respect, to comply with the terms of this commitment.

The legal representative of the Subcontractor undertakes to inform STEF of any financial or family relationship existing between it, a member of its family, or any employee of its company, and any STEF employee, of which it would be aware, and which would be likely to generate a conflict of interest.

19. Protection of personal data:

The Subcontractor undertakes to comply with all applicable legislative and regulatory provisions relating to personal data (in particular Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, known as the "GDPR"), in the UK, data protection is governed by the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

It thus undertakes to implement all procedures and actions required to process and retain personal data that it may have to collect and process in the context of the performance of Services, as a controller or processor within the meaning of the regulation, in strict compliance with the provisions of the GDPR. STEF, aware of the risks related to the collection and use of personal data on the privacy of each individual and in compliance with applicable laws and regulations, has placed the protection of such data and respect for privacy at the heart of its concerns. STEF has a General Policy for the Protection of Personal Data that provides a framework for the responsible collection and use of such data within the strict framework of STEF's activities ("General Policy").

This General Policy, applicable to STEF, as data controller or data processor within the meaning of the GDPR, is available on the STEF website stef.com. It is regularly updated to consider legislative and regulatory changes in the matter, and changes in the organisation and activities of STEF.

The Subcontractor shall regularly update their General Policy, in order to be informed of the latest changes made to it, and to take note of:

- (i) The commitments made by STEF in terms of personal data protection and compliance with the GDPR
- (ii) The principles and rules followed by STEF for a compliant management of personal data regarding the data processed, the purposes of the processing, their legal bases, the retention periods, the recipients of these data, security and confidentiality.
- (iii) The rights that individuals have on their personal data as data subjects and the means to exercise them.

In the context of the use of the traceability tools made available, STEF ensures the Subcontractor of a sufficient level of protection of the personal data collected and processed on this occasion.

As such, it ensures that the only purposes of processing these data are the traceability and security of the transported goods.

Their confidentiality is ensured by the fact that this processing is carried out only by designated and trained recipients. These data are collected and processed only for the time necessary for their purpose. Where applicable, any supplier involved in the processing of such data is subject to a specific supervision guaranteeing data processing in compliance with the GDPR as well as STEF's requirements at least and a data processing agreement may be concluded between STEF and the Subcontractor.

20. Intuitu personae:

The Subcontractor is not authorised to transfer to a third party all or part of the rights and obligations arising from the Contract as well as from any other instruction communicated by STEF by any means whatsoever, without the prior and express authorisation of STEF.

Any transfer not authorised by STEF would constitute a serious breach which would justify the termination of the Services with immediate effect by operation of law.

STEF may however freely transfer all or part of its rights and obligations by any means and in particular by way of contribution to any company of which it holds directly or indirectly a share of the capital giving it at least forty percent (40%) of the voting rights in the general meetings of this company, as well as to any company holding directly or indirectly a share of the capital giving it at least forty percent (40%) of the voting rights in the meetings.

In the event of the sale of all or part of its business, the Subcontractor undertakes to inform STEF in advance within a reasonable time.

STEF reserves the right to terminate the services by operation of law, without compensation or penalty, subject to 30 (thirty) days' notice in the event of a change of control of the Subcontractor,

21. Interpretation - Execution:

Any dispute in the execution of the Services which cannot be resolved amicably shall be submitted to the Commercial Court of London to which the parties attribute exclusive jurisdiction. The contract between the Parties shall be governed by and construed in accordance with the laws of England.