

DRIVER SAFETY SOFTWARE TRAINING AGREEMENT

BETWEEN:

(A) ARVAL HELLAS CAR RENTALS SINGLE MEMBER SOCIÉTÉ ANONYME, a company incorporated under Greek law as a société anonyme, whose registered office is at 9 Kymis Av. & 10 Seneka str., 145 64, Kifisia, registered in the General Commercial Registry under the number 002815801000, VAT 094501851 and lawfully represented for the execution of this agreement by [insert name and position] as per its BoD's Minutes numbered in General Commercial Registry,

Hereinafter referred to as "Arval",

AND

(B) [insert the corporate name], a company incorporated under [insert the law of incorporation] law as a [insert the type of the company], whose registered office is at [insert the full address], registered in the General Commercial Registry under the number, VAT....., and lawfully represented for the execution of this agreement by [insert name and position] as per its BoD's Minutes numbered in General Commercial Registry,

Hereinafter referred to as "Customer"

Hereinafter collectively referred to as the "Parties" and individually as a/the "Party".

WHEREAS:

- 1) Arval in its capacity as reseller has concluded with SONIC E-LEARNING INC, a company incorporated under Canadian law, whose registered office is at 12 Concorde Place, Suite 800, Toronto, Ontario, M3C 3R8 (the "Supplier") a reseller agreement pursuant to which Arval may (a) market, promote and sell Licenses for use by the Customer within the Territory, (b) permit the Customer's Authorized Users to access and use the Software within the Territory (the "Reseller Agreement").
- 2) The purpose of this Driver Safety Software Training Agreement (hereinafter referred to as the "Agreement") is to define the terms and conditions for (i) purchase of Licenses by Customer pursuant to Purchase Order(s) and (ii) Software access and use of the Software by the Customer and its Authorized Users (as such terms are defined below).

THE PARTIES HAVE AGREED THE FOLLOWING:

1. DEFINITIONS

In this Agreement, capitalized terms shall have the following meaning:

"Confidential Information" means any business or technical information relating to either Party or the Supplier, including, but not limited to equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, inventions, applications, methodologies and other know-how, and from time to time which is disclosed by a party (the "Discloser") in tangible form, electronic form, oral form, or visual form to the other party (the "Recipient"), including the Software, Documentation, all billing information and the terms and conditions of this Agreement, Customer Data.

Commented [MT1]: Please complete the parties' data

Commented [MT2]: To be adapted to the type of the company

Commented [CM3]: To be fulfilled by Client Company. Please indicate whether Client sometimes belong to group companies where several group entities would benefit from the services or whether this would never be the case

"Confidentiality Period" means the term of this Agreement and the period of three (3) years immediately thereafter.

"Currency" means euro.

"Custom Modules" means computer developments developed by the Supplier while performing the services to provide specific functionalities requested by Arval, more particularly including applications, executable programs, interfaces and the related documentation.

"Customer Data" means all data provided by the Customer and its Authorized Users to Arval and/or the Supplier (including all Personal Data), and all data generated from the use of the Software by Authorized Users of the Customer.

"Data Subject" means an identified or identifiable natural Person to whom Personal Data relate.

"Documentation" means the existing functional and technical documentation for Authorized Users to use the Software such as user guides, release notes and/or training manuals concerning the Software in printed or electronic format, and any other relevant documents, in paper or digital format, which the Supplier may make available for use with the Software, enabling an Authorized User to learn how to use the Software and make use of all its functionalities.

"Domain Name" means alertdriving.com and all other domain names through which the Software may be accessed.

"EEA" means European Economic Area, which consists of the EU member states plus Iceland, Liechtenstein and Norway.

"Effective Date" means [].

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"EU Data Protection Law" means the GDPR as from 25 May 2018, as well as all related implementing EEA member states' laws and regulations.

"Fees" means the License Fees and all other amounts payable by the Customer to Arval as set out in the Business Terms.

"GDPR" means the Regulation (EU) n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

"Initial Term" means a period of twelve (12) months commencing on the Effective Date.

"Intellectual Property Right" means any and all rights, in any jurisdiction, provided under: (a) patent law; (b) copyright law (including moral rights); (c) trade-mark law (including laws governing trade-marks, trade names and logos); (d) design patent or industrial design law; (e) semi-conductor chip or mask work law; or (f) any other statutory provision (including laws governing domain names) or common law principle (including trade secret law and law relating to information of the same or similar nature and protected in the same or similar way) governing intellectual property, whether registered or unregistered, and including rights in any and all applications and registrations in respect of the foregoing

"License" means a revocable, non-exclusive, non-transferable right for one (1) Authorized User to access and use those components and/or modules of the Software for which the Authorized User has been issued a License Key. Each License applies to driver training digital content that is specific topic and to the Territory.

"License Key" means an email sent to an Authorized User that contains a link to a web page where the Authorized User may set up an account to access and use the Software.

"Look and Feel" means the distinctive and particular elements of graphics, design, organization, presentation, layout, user interface, navigation, trade dress and stylistic convention (including the digital implementations thereof) within the Website and the overall appearance and

impression substantially formed by the combination, coordination and interaction of such elements.

"Person" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.

"Personal Data" means any information relating to an identified or identifiable natural Person in accordance with the EU Data Protection Law.

"Privacy Policy" means the Supplier privacy policy, as determined and amended by the Supplier from time to time and posted on the Website at the following link: <https://www.fdainfosite.com/fd-privacy-policy>.

"Purchase Order" refers to any purchase order (for which a template is set forth in Appendix 1 ("*Form Purchase Order*") signed by the Customer and Arval in application of this Agreement.

"Services" means the services contemplated under this Agreement and any Purchase Order.

"Software" means the Supplier's online program known as the "Alertdriving Driver Safety Training Program" that provides online driver safety training.

"Terms of Use" means Supplier's terms and conditions for the use of the Software by Authorized Users, as determined and amended by the Supplier from time to time, which are posted on its Website: <https://www.fdainfosite.com/fd-terms-of-use> and notified to Authorized Users when they accede to the Website and use the Software.

"Territory" means Greece.

"Training Lesson" means each discrete lesson forming part of the Software.

"Virus" means computer programs or sub-programs that are added, whether intentionally or unintentionally, to software and that can disrupt operations of the same or of another computer program, hardware or systems or cause file deletions or file modifications or other effects not part of the functionality of the software.

"Website" means the collection of computer files on the Internet located at the URL: www.fleetdefense.com (and any successor or additional URLs) and all underlying websites maintained by the Supplier as updated and revised from time to time.

2. PURCHASE & MEANS OF ACCESS TO THE SOFTWARE

2.1 Purchase of the Software

The Customer may purchase the Licenses and benefit from the Services shall request Arval to conclude a Purchase Order with Arval in the Territory.

Subject to the terms and conditions of this Agreement, the Customer who purchases the Software under Purchase Order(s), shall be granted the right to access and use the Software within the Territory for its Authorized Users.

The Customer may purchase Licenses from Arval at the prices set out in the Business Terms mentioned in Appendix 2 ("*Business Terms*").

Upon receipt of Customer's Purchase Order, Arval will ask the Supplier to issue the corresponding number of purchased Licenses to the Customer, provided that the Customer complies with the provisions of the Agreement.

Access to such Licenses will be made through emails, containing a link to the Software and Services for which the Licenses have been purchased by the Customer, provided that the Customer shall have notified to Arval or Supplier the details of new Authorized Users.

Each License is valid for use by each Authorized User in the Territory only.

The Supplier reserves the right to improve, update or modify the Software or the Website at any time.

The Customer's right to access and use the Software may be revoked for non-compliance with the Agreement or the Terms of Use, including the non-payment of any Fees.

2.2 Authorized Users identification and access

Upon purchase of one or several License(s), the Customer will be required to identify and communicate relevant information in respect of the persons needing to use and have access to the Software.

Access to and use of the Software are exclusively reserved for the individual who are employed by or under contract with the Customer and are identified by the Customer and for which usage rights have been granted (hereinafter collectively referred to as the **"Authorized Users"** and individually as an **"Authorized User"**).

Upon notification of a new Authorized User by the Customer, an email containing a link with access to the Software will be sent by Supplier to the Authorized User. The Authorized User will have access to and usage rights on the Software through the delivery of a username and password to the Authorized User (the **"Login Details"**) (the combination of the Login Details forming a **"User Account"**).

Use of the Login Details allowing access to a User Account is strictly personal.

Any change relating to (i) the identity and/or contact details of each Authorized User, (ii) the creation of additional accesses, or (iii) the cancellation of existing accesses must be promptly notified by the Customer to Arval and/or the Supplier by email. The change will take effect only after the request has been processed by the Supplier.

The Customer shall promptly require to Arval and/or the Supplier to revoke access to the Software of any of its Authorized Users who are no longer authorized by such Customer to have access to the Software.

If the Customer becomes aware that a third party has used the password of one of its Authorized Users without authorization, the Customer shall promptly inform Arval and/or the Supplier so that a new password shall be generated via the platform.

The Customer undertakes to take all necessary measures for the purpose of ensuring and maintaining the confidentiality and security of its Users' Login Details. The Customer agrees to assume responsibility for all activity carried-out on the Website using the Login Details of one of its Authorized Users. The Customer acknowledges that Arval and/or Supplier shall not be held liable in the event of the theft or unauthorized use of one of its Authorized Users' Login Details.

2.3 Conditions of access to the Software

The Customer acknowledges and shall inform its Authorized Users that the electronic processing and transmission of electronic communications is fundamentally necessary to use of the Software. DSL, cable, wireless or another high-speed Internet connection is required for proper use of the Software. The Customer is solely responsible, at its own expense, for acquiring, installing, maintaining, and updating all connectivity equipment, hardware, software, and other

equipment as may be necessary for Authorized Users to connect to, access, and use the Website and Software as permitted by this Agreement.

The Customer acknowledges and understands that transmission to the Website involves transmission over the Internet, and over various telecommunications networks, which are not under the control of Arval or the Supplier and that such transmissions may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Arval and/or the Supplier assume no responsibility for the reliability or performance of the Customer or any of its Authorized User's Internet connections to the Software and/or Website. Neither of Arval nor the Supplier is responsible for any electronic communications, Customer Data or either of them that are delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across telecommunications networks, including, but not limited to, the Internet, except if it is caused by a wrongful act or omission.

Authorized Users will be able to access the Website from any supported device and browser below:

- Windows 7, 8.1 & 10:
- The most recent, stable versions of Internet Explorer 11, Microsoft Edge, Firefox or Chrome
- Mac OSX 10.7 or later:
- Most recent, stable version of Safari or Chrome

2.4 Duration of each License

Each License commences on the date that the License is delivered to the Authorized User and expires on the earlier of: (1) the date that is one (1) year after the date of delivery of the License, and (2) the date that is thirty (30) days following the date that the applicable Authorized User has completed all evaluations and tests presented through the Software for which he/she has received such License (unless terminated earlier (i) by Arval and/or the Supplier for default by the Authorized User of the Terms of Use; or (ii) as a result of the termination or expiry of the applicable Purchase Order).

A License may be terminated by Arval and/or the Supplier if the Authorized User is not in compliance with the Agreement and/or the Terms of Use.

2.5 Transfer of a License

Each License can be assigned and re-assigned from one Authorized User (the "**First Authorized User**") of a Customer to another Authorized User (the "**Second Authorized User**") of the Customer during the period between commencement and expiry of the License, provided that, request for this purpose shall be sent by the Customer to Arval and/or the Supplier. In the event that, prior to assignment or re-assignment, the First Authorized User has commenced use of the Software for which the License has been purchased, the Second Authorized User will only be able to access the Software for the balance of the term of the License and the Second Authorized User will be required to commence its use of the Software with the first Training Lesson in the series of Training Lessons for which the License has been purchased.

3. AVAILABILITY OF THE SOFTWARE – SUSPENSION – ASSISTANCE

Subject to possessing the equipment referred to above, the Software is available 7 days a week, 24 hours per day, except during the scheduled maintenance periods or unplanned interruptions of the Software or in case of such delay or failure is caused by a Force Majeure Event.

Access to the Software may be suspended on a temporary and exceptional basis for security or maintenance purposes aimed at the proper functioning of the Website and Software, without prior notice and without such interruption granting any right of indemnification to the Customer and/or its Authorized Users.

Access to the Software may be suspended as of right and without prior notice in the event the Customer or one or several of its Authorized Users do(es) not comply with their respective obligations under the Agreement and/or the Supplier's Terms of Use and Privacy Policy.

The Authorized User shall be provided with assistance (through emails or telephone) allowing him/her to resolve issues that he/she encounters, ask any relevant question regarding the use of the Software and to provide notice of any malfunction. The Supplier help service has no aim other than facilitating assistance to the Authorized User in using the Website and the Software, to the exclusion of any other purpose.

4. CUSTOMER'S OBLIGATIONS

4.1 Terms of Use

The Customer and its Authorized Users expressly accept Supplier's Terms of Use (which are posted on Supplier's Website: <https://www.fdinfosite.com/fd-terms-of-use>) and Privacy Policy (which are available on Supplier's Website <https://www.fdinfosite.com/fd-privacy-policy>) and may be amended from time to time by the Supplier.

The Customer undertakes to notify and inform its Authorized Users of Supplier's Terms of Use and Privacy Policy and shall cause its Authorized Users to fully comply with such terms.

Where Supplier's Terms of Use and Privacy Policy conflict with any provision of the Agreement, the provisions of the Agreement shall prevail.

4.2 Confidentiality & Data

The Customer shall (and must require that its Authorized Users will) maintain the confidentiality and use restrictions in respect of Supplier's Confidential Information in the same conditions as those set out in Clause 8 ("*Confidentiality*").

4.3 Compliance with applicable law

The Customer is responsible for ensuring that the information and data transferred by it is accurate and up-to-date, that such data does not infringe upon third-parties or the rights thereof, that such data complies with applicable laws and regulations and is not likely to harm the Website and/or Software and the contents thereof, notably their integrity.

The Customer shall (and shall procure that its Authorized Users will) comply with applicable laws and regulations in their use of the Software; including with regards to consent to the disclosure of the Personal Data, if required.

4.4 Proper use of the Software and Website

The Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software; reproduce or copy the Software or any part thereof; modify, port, create derivative works of, adapt or translate the Software, the Website or any related services; interfere in any manner with the Website or the Software or any related services, including hosting services, associated therewith; access or attempt to access any data

that is controlled or provided by any other Supplier reseller, customer or authorized user; duplicate in hard copy or any other format whatsoever, any Documentation delivered in connection with this Agreement, except that, with proper copyright notices, a single copy of the Documentation may be made for each Authorized User; remove, modify or obscure any copyright, trade-mark or other proprietary rights notices that appear as part of the Software, Documentation or the Website; or permit any other Person to do any of the foregoing.

The Customer declares that:

- (a) it will abide by and will not circumvent or otherwise disable any security or data protection measures implemented by the Supplier;
- (b) it shall not permit the use of the Software in any manner: (i) that is not authorised by this Agreement, (ii) that is not described in the Documentation, (iii) that has not been otherwise authorised by the Supplier in writing (including by email), or (iv) that would interfere with or disrupt the Website or the servers or networks connected to the Website, or that would violate any requirements, procedures, policies or regulations of the Supplier that have been provided to the Customer; and
- (c) it will use reasonable commercial efforts not to, and will not permit any Person to, upload, post, email, transmit or otherwise make available using or in connection with the Website any material that contains software Viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

5. LIABILITY

The Customer shall indemnify and hold Arval and/or Supplier harmless from and against any and all claims, losses, penalties, fines, expenses (including reasonable legal fees and litigation costs), damages and other liabilities arising from any abuse, misuse, or use of the Software (whether lawful or unlawful), or any breach of the Agreement and/or the Supplier's Terms of Use by the Customer and/or any of its Authorized User.

To the maximum extent permitted by applicable law, neither Party, nor the Supplier, their affiliates or licensors shall be liable or obligated in any manner for any indirect, incidental, consequential, special, aggravated, punitive, or exemplary damages, within the meaning of the case law of the competent courts in the Territory regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

The Customer acknowledge that, except as otherwise expressly warranted in the Agreement:

- (a) Arval and/or the Supplier disclaims all other warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to the Website, the Software and any related Services;
- (b) Arval and the Supplier do not warrant that the operation of the Website, the Software or any related services will be uninterrupted or error-free or accurate, that defects will be corrected, or that the Website, the Software or the server that makes them available are free of Viruses, worms or other harmful components;
- (c) Arval and/or the Supplier do not warrant or make any representations regarding the use or the results of the use of the Website, the Software, the services or any Customer Data in

terms of their correctness, accuracy, reliability, security, timeliness, sequence, authenticity or completeness or otherwise and disclaims any responsibility therefor; and

- (d) Arval and/or the Supplier do not warrant or make any representations regarding the effectiveness of the content presented through the Website or the Software or that the use of the Website or the Software will result in Authorized Users' safe operation of their vehicles.

6. FEES AND TAXES

6.1 Fees

The Customer shall pay to Arval all Fees set out in Appendix 2 ("*Business Terms*") of this Agreement and/or the Purchase Order.

The Fees applicable by Arval for the Services described in the Agreement at the Effective Date and during the Initial Term are mentioned in the Business Terms in Appendix 2 ("*Business Terms*"). Such Fees shall be incorporated into any Purchase Order concluded during such Initial Term.

Such Fees do not include any additional service or option not referred to in the Agreement.

At the end of the Initial Term, Arval will notify to the Customer any update of the Fees referred to in Appendix 2 ("*Business Terms*") and such appendix will be amended accordingly through an amendment signed by the Parties. Any Purchase Order signed after such date shall be subject to such updated Business Terms.

All Fees due to Arval under this Agreement will be invoiced in the Currency and paid by the Customer in the Currency within thirty (30) days following the date of Arval's invoice in respect thereof.

6.2 Taxes

The Fee payable under this Agreement shall be subject to the applicable Value Added Tax (VAT) in force from time to time.

Any VAT payable by the Customer shall be separately stated on Arval's invoices and shall not be included in the Fee.

The prices established pursuant to the Agreement do not include value added tax (VAT) or any similar tax owed pursuant hereto. Unless indicated otherwise in the Purchase Order, any VAT or similar tax possibly payable in application hereof will be paid by the Customer.

6.3 Late payments

In case of a Customer's late payment of an invoice issued by Arval, the late payment will bear default interest at a rate determined pursuant to the applicable Greek Legislation from time to time, as of the day after the payment date determined in compliance with this Clause 6, or as provided for in the Purchase Order.

7. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

Subject to the terms of the Agreement, Arval shall procure that the Supplier grants the Customer and its Authorized Users a non-exclusive license permitting them to access and use the Software and Documentation within the Territory.

All right, title and interest, (including all Intellectual Property Rights), in and to the Software, the Documentation, the Website, (including the Look and Feel of the Website), the Domain Name and all Custom Modules, including, without limitation, all Intellectual Property Rights in any ideas, concepts, designs, inventions, and expressions embodied in such materials, will at all times be

vested in and remain the property of the Supplier. No title or ownership rights whatsoever are transferred to the Customer in respect of the Software, Documentation, Website (or its Look and Feel), the Domain Name, or any Custom Modules.

All right, title and interest (including all Intellectual Property Rights), in and to all Customer Data, will at all times be vested in and remain the property of the Customer, as applicable. No title or ownership rights whatsoever are transferred to Arval and/or the Supplier in respect of the Customer Data.

The Customer grants to Arval and the Supplier the non-exclusive, worldwide, royalty-free and transferable right to use, Customer Data that the Customer supplies to Arval and/or the Supplier, and all derivatives of such data, solely for the purposes of Arval and/or the Supplier providing access to and use of the Software to Authorized Users of the Customer.

8. CONFIDENTIALITY

Throughout the Confidentiality Period, neither Party shall disclose the other Party's Confidential Information or the terms and conditions of the Agreement to any third parties except to: (i) such Party's employees, agents, representatives, accountants, attorneys, affiliates and financial advisors with a "need to know" and subject to the reasonable confidentiality restrictions; or (ii) as otherwise required by applicable laws and regulations or as required by any control, regulation, supervisory or tax authority, and/or any judicial decision or as required by any competent supervisory authority.

Throughout the Confidentiality Period each Party shall use the same care to prevent disclosing to third parties the Confidential Information of the other Party as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care.

Except as contemplated by the Agreement, throughout the Confidentiality Period neither Party shall make any use of the other party's Confidential Information (except as required to perform its obligations under the Agreement) or refuse to promptly return, provide a copy of, or destroy the other Party's Confidential Information upon request of the other Party. The Recipient shall immediately notify the Discloser upon gaining knowledge of any disclosure, loss, or use of the Discloser's Confidential Information in violation of this Agreement.

Each Party acknowledges that its disclosure of the Discloser's Confidential Information may cause irreparable harm to the Discloser which cannot be sufficiently compensated by monetary damages and that the Discloser shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as is deemed just by a court of competent jurisdiction.

These confidentiality obligations do not apply to the Parties when:

- a) the Parties can prove that the Confidential Information was known to them prior to the negotiation or signature date of the Agreement,
- b) the Confidential Information was already in the public domain on the date of its disclosure,
- c) the Confidential Information is accessible to the public by publication or by any other means of communication, unless this is the result of misconduct or negligence of the Party receiving this information,
- d) when the Party receiving the Confidential Information can prove that it was communicated to it by a third party without there having been any breach of a confidentiality obligation.

Arval represents that the Supplier is bound, to confidentiality obligations relating to, in particular, the Customer Data under the terms of the Reseller Agreement.

The Customer shall (and must require that its Authorized Users will) maintain the confidentiality and use restrictions in respect of Supplier's Confidential Information.

9. PERSONAL DATA

Provisions in this Clause are incorporated to comply with the EU Data Protection Law and in particular article 28 ("*Processor*") of the GDPR.

Capitalised terms used in this Clause but not otherwise defined in this Clause or in the Definitions of this Agreement, have the meanings assigned to them in the GDPR (in particular under its article 4 "*Definitions*").

9.1 General

The Customer shall be Controller and Arval shall be Processor in respect of any Personal Data processed by Arval and/or the Supplier on behalf of the Customer (the "**Customer Personal Data**") under this Agreement.

Parties shall comply with applicable data protection laws and regulations including the EU Data Protection Law.

Arval and any person acting under the authority of Arval who has access to the Customer Personal Data, shall process the Customer Personal Data only on documented instructions from the Customer (including this Agreement), including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which Arval is subject; in such a case, Arval shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Arval shall immediately inform the Customer if, in its opinion, an instruction infringes the EU Data Protection Law.

9.2 Authorised persons

Arval shall ensure that Arval personnel authorized to process the Customer Personal Data have committed themselves to confidentiality (e.g. confidentiality provision in their work contract for employees) or are under an appropriate statutory obligation of confidentiality.

9.3 Security

Arval shall take all measures required pursuant to article 32 ("*Security of processing*") of the GDPR in order to protect the security and confidentiality of the Customer Personal Data processed by it, namely: taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Arval shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

9.4 Notification of personal data breach

Arval shall notify the Customer without undue delay after becoming aware of a Personal Data Breach, including incidents reported by the Subcontractors that Arval uses for processing the Customer Personal Data in the framework of this Agreement.

9.5 Subcontracting

Appendix 3 ("*Personal Data*") of this Agreement lists all the Subcontractors used by Arval at the Effective Date and authorized by the Customer. After the Effective Date, any modification to the list in Appendix 3 shall be notified by Arval to the Customer.

Arval has obtained a general authorisation from the Customer to use sub-processors. Arval will, however, notify the Customer of any intended changes concerning the addition or replacement of other data processors, thereby giving the Customer the opportunity to object to such changes. Where the Customer has objections to the changes, the Customer must notify the data processor within ten (10) calendar days of receipt of the information. The Customer may only object where the Customer has fair and concrete reasons for doing so.

Where, in accordance with this Clause, Arval engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this Agreement shall be imposed by Arval on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the EU Data Protection Law

9.6 Cooperation

Arval shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III ("*Right of the Data Subject*") under the GDPR.

Arval shall notify the Customer of any request made by a Data Subject to access the Customer's Personal Data or exercise any other Data Subject right set out in Chapter III ("*Right of the Data Subject*") under the GDPR in respect of such data and act only as per Customer's instructions regarding the handling of such request.

Arval shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and the information available to Arval.

9.7 Personal Data Deletion

At the choice of the Customer, Arval shall delete or return all the Customer Personal Data to the Customer after the end of the provision of the services relating to processing and delete existing copies unless the EU Data Protection Law requires storage of the Customer Personal Data.

9.8 Cross border Data Transfers

Arval shall not transfer Customer Personal Data within the EEA a third country or an international organisation without the prior permission of the Customer. Arval may transfer Personal Data to third parties only on documented instructions (including this Agreement) from the Customer and only for the purpose of providing access to the Software, provided that Arval has implemented appropriate safeguards as set out in EU Data Protection Law (e.g., the EU standard clauses on the transfer of Personal Data).

10. TERM & EARLY TERMINATION

10.1 Term

10.1.1 Term of the Agreement

Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall be for the Initial Term, and thereafter, unless otherwise agreed, will automatically be extended for one (1) further extension term of twelve (12) months unless either Party gives the other Party written notice of non-extension not less than thirty (30) calendar days prior to the Initial Term.

10.1.2 Term of each Purchase Order

Each Purchase Order shall be deemed to enter into force as of the effective date stipulated therein and for the duration set out therein, unless terminated earlier as provided herein.

10.2 **Termination of the Agreement**

This Agreement and/or any Purchase Order may be terminated by Arval and/or the Customer under the terms and conditions of this Clause 10.2 (*"Termination of the Agreement"*).

The early termination or expiry of this Agreement shall not automatically result in the termination of any Purchase Order, unless otherwise agreed by the Parties in accordance with the provisions of the Agreement.

The early termination or expiry of a Purchase Order shall not automatically result in the termination of the Agreement and any other Purchase Order, unless otherwise agreed by the Parties in accordance with the provisions of the Agreement.

10.2.1 Termination - Non-Payment

If the Customer fails to pay any Fees when due and such Fees are not subject to a bona fide dispute, Arval will provide written notice of such failure to the Customer and if the Customer fails to pay such unpaid Fees, Arval may terminate the Agreement on written notice to the Customer.

10.2.2 Termination – Insolvency

To the extent permitted by applicable law, this Agreement may be terminated by either Party immediately upon written notice to the other if the other Party: becomes or is declared bankrupt; becomes the subject of any proceeding related to its liquidation or insolvency which is not dismissed within sixty (60) days; makes a proposal or assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business and assets; ceases to do business; or voluntarily or involuntarily dissolves or liquidates its business; has a substantial portion of its assets seized or otherwise attached pursuant to legal process; and as a result is unable to perform its obligations hereunder.

10.2.3 Termination for breach of material obligations

Either Party may terminate this Agreement for cause as of right on prior written notice to the other Party if the other Party is in default of any of its material obligations under this Agreement (other than payment obligations referred to in Clause 10.2.1 above). For clarity, material obligations under this Agreement include, without limitation: all obligations under Clause 4 (*"Customer Obligations"*), Clause 5 (*"Intellectual Property"*), Clause 8 (*"Confidentiality"*) and Clause 9 (*"Personal Data"*).

10.2.4 Termination for cause

Arval may terminate the Agreement by notice in writing sent by recorded delivery, in the cases of:

(a) a transfer of majority control in the share capital of the Customer to another legal entity, a merger by Customer with another legal entity or a transfer of all of the Customer's assets to another legal entity; or

(b) in the event that a regulator having jurisdiction with authority over BNP Paribas requires that the Agreement be terminated as part of its supervision of BNP Paribas.

The Parties formally agree that the non-usage of all or part of the Software does not constitute a cause for termination of the Agreement.

10.2.5 Termination for Force Majeure Event

The Agreement may be terminated by each Party by notice in writing sent by recorded delivery, in the case of a force majeure event as defined by Greek Legislation which prevent the execution of the Agreement for a continuous period of one (1) month (a "Force Majeure Event").

11. ASSIGNMENT AND TRANSFER OF RIGHTS AND OBLIGATIONS – CHANGE OF COUNTERPARTY

Neither Party shall be entitled to assign or transfer any of its rights and obligations under the Agreement and/or any Purchase Order to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

Notwithstanding the foregoing, Arval may at any time assign all or part of its rights and obligations under this Framework Agreement and/or under any Purchase Order to any subsidiary(ies) of the BNP Paribas group (after a timely written notification is sent to the Customer for information purposes, without the Customer's consent).

12. MISCELLANEOUS

12.1 No waiver

The failure of either Party to enforce at any time or for any period of time, the provisions of the Agreement shall not be interpreted to be a waiver of such provisions or of the right of such Party to enforce each and every such provision.

12.2 Partial invalidity

In the event that any provision of the Agreement shall be held by law or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, such provision shall remain enforceable to the extent permitted by applicable law or the findings of the court or other tribunal of competent jurisdiction, and the remaining portions hereof shall remain in full force and effect.

12.3 Independent contractors

The Customer and Arval are independent contractors for all purposes hereunder. Under no circumstances shall any Party be deemed to be an employee, agent or representative of the other Party, nor will any Party have any authority to incur any obligations or commitments, to make any representation, warranties or guarantees, or to otherwise act on behalf of the other Party.

12.4 Notices

Any notice claim, demand or other communication required or permitted to be given pursuant to or in connection with this Agreement shall be given in writing, in the English language and shall be sent to the relevant Party at the address set forth below (or at such other address as may from time to time be notified to the other Party). A notice shall take effect on the date received.

<u>If to Arval, to:</u>	<u>If to the Customer to:</u>
[NAME OF ARVAL] For the Attention of : [---] [address]	[NAME OF THE CUSTOMER] For the Attention of : [---] [address]

Commented [CM5]: To be fulfilled by arval local company

Commented [CM6]: To be fulfilled by local customer

12.5 Language

The Agreement is drafted in English. If it is translated into a foreign language, only the English version is deemed authentic.

13. APPLICABLE LAW – JURISDICTION

- 13.1 This Agreement shall be subject to Greek law.
- 13.2 Any disputes in connection with its inception, performance, interpretation or termination of the Agreement and/or the Purchase Orders shall be referred solely to the courts within the jurisdiction of Athens, notwithstanding proceedings with more than one defendant, claims for third-party contributions or urgent or ex parte proceedings.
- 13.3 Each Purchase Order shall be governed by Greek law and subject to the exclusive jurisdiction of the Courts of Athens, except where specified otherwise.

Signed on [date]

[INSERT THE NAME OF THE CUSTOMER COMPANY]

Authorised Signature: _____

Name and Position:

Place:

Date:

ARVAL HELLAS

Authorised Signature: _____

Name and Position:.....

Place:

Date:

Commented [MT7]: To be fulfilled

Appendix 1
Form of Purchase Order

PURCHASE ORDER [NUMBER [XXX]]
Dated XX/XX/XXXX

BETWEEN THE UNDERSIGNED:

[XXX], company [XXX] with capital of [XXX], the registered office of which is at [XXX], listed with the [XXX] Trade and Companies Register under the number [XXX],
Represented by [____],
Acting in the capacity of [____],
And by [____],
Acting in the capacity of [____],
Hereinafter referred to as the "Customer",

Commented [CM8]: To be fulfilled by local customer entity

AND

ARVAL HELLAS CAR RENTALS SINGLE MEMBER SOCIÉTÉ ANONYME, a company incorporated under Greek law as a société anonyme, whose registered office is at 9 Kymis Av. & 10 Seneka str., 145 64, Kifisia, registered in the General Commercial Registry under the number 002815801000, VAT 094501851 and

Represented by [____],
Acting in the capacity of [____],
And by [____],
Acting in the capacity of [____],
Hereinafter referred to as "Arval",

Commented [MT9]: To be fulfilled

This Purchase Order includes, by reference, the terms and conditions of the Driver Safety Software Training Agreement concluded on [date] between Arval and Customer (the "Agreement").

Commented [MT10]: To be fulfilled

This Purchase Order includes, by reference, the terms and conditions of the Agreement.

PURCHASE OF LICENSES AND FEES

Client Name/Client Code	Product Description	Start of Training/Duration	Number of Licenses	Unit Price in € (without VAT)	Unit Price in € (with VAT)
		Date:	XXX	XX	YY

4. BILLING ADDRESS
[TO COMPLETE]

5. OTHER
[TO COMPLETE]

For Arval

Represented by:
In the capacity of:
as per its BoD's Minutes numbered in General Commercial Registry
Signature:
Company stamp:

For Customer

Represented by:
In the capacity of:
as per its BoD's Minutes numbered in General Commercial Registry
Signature:
Company stamp:

Commented [MT11]: To be fulfilled

Appendix 2
Business Terms

Fees:

Arval proposes 3 standard packages for driver training to the Customer with the below prices and descriptions. The prices indicated are per Licence.

1 A choice among 3 readymade packages	Quarterly Defensive Driver 4-Pack	Bi-Monthly Essential Defensive Driver 6-Pack	Year-long Essential Safety Package
	Essential modules (5 min - 5 questions)	✓	✓
	Standard modules (15 min - 10 questions)	✗	✓
	Eco-driving	✓	✓
	Inappropriate speeding	✓	✓
	Avoiding any type of collisions	✓	✓
	Drowsy driving - Fatigue	✓	✓
	Technological distractions	✗	✓
	Alcohol, drugs & driving	✗	✓
	Weather conditions	✗	✓
	25 € / year	29 € / year	79 € / year

From the overall content of training provided by Arval's Supplier, the Customer may also choose to build a custom package different from these 3 packages above. In such case, Arval shall check the feasibility of the desired package and the pricing for such a package with its Supplier and confirm to the Customer.

The Customer's chosen package and the number of Licences desired for each such package would form part of the Purchase Order mentioned in Appendix 1 of this Agreement.

Appendix 3 Personal data

1. PERSONAL DATA PROTECTION

1.1. The Customer acts as a Controller and Arval acts as a Processor with regards to the processing of Personal data in the context of the execution of this Agreement.

1.2. The Personal Data processed by the Parties in the context of the performance of this Agreement are described below:

Driver Safety software training	
Description of processing	
Roles of the Parties	Customer : ☒ Controller ☐ Processor Arval : ☐ Controller ☒ Processor
Subject-matter of the processing	Collection, transmission, use
Nature and purpose of the processing	The provision of driver training to Authorized Users
Type of personal data	☒ Identification information (eg. individual ID data (gender, name, surname, birthplace, date of birth, age, picture, passport number, nationality), immigration status, car registration number) Please specify: Employee ID, name, IP address ☒ Contact information (eg. address, email, country, state, postcode, city of residence, phone number) Please specify: email address, company group ☐ Family Situation (eg. marital status, marriage certificate, number of children, information about relatives) Please specify: ☐ Tax status (eg. tax ID, tax status) Please specify: ☒ Education and employment information (eg. professional background, CV, school, university, student ID, annual appraisal, salary, name of employer, employee ID) Please specify: Employee ID, company group ☐ Banking, financial and transactional data (eg. incomes, assets, tax return, account number, credit card number, credit history, amount, beneficiary, date & place of transaction) Please specify: ☐ Video surveillance (including CCTV) and Geolocation data Please specify: ☒ Data relating to habits and preferences (e.g. products sold to & used by

	the client, customer number) Please specify: Language preference ☒ Data relating to communication (eg. meeting, call, chart, email, interview, notes, feedback) Please specify: Email ☐ Data relating to product usage & Digital activity (eg. cookies, number of connections) Please specify: ☐ Other Please specify:										
Categories of Data subjects	Customer's employees										
Data retention [mandatory only where one Party acts as Processor]	<table><tr><th><i>Data collected</i></th><th><i>Technical Standard Availability of Data</i></th></tr><tr><td>Employee ID</td><td>For the period of the data subject's access to the digital learning platform + 395 days after</td></tr><tr><td>Name</td><td>For the period of the data subject's access to the digital learning platform + 395 days after</td></tr><tr><td>Email address</td><td>For the period of the data subject's access to the digital learning platform + 395 days after</td></tr><tr><td>IP address</td><td>60 days following receipt</td></tr></table>	<i>Data collected</i>	<i>Technical Standard Availability of Data</i>	Employee ID	For the period of the data subject's access to the digital learning platform + 395 days after	Name	For the period of the data subject's access to the digital learning platform + 395 days after	Email address	For the period of the data subject's access to the digital learning platform + 395 days after	IP address	60 days following receipt
<i>Data collected</i>	<i>Technical Standard Availability of Data</i>										
Employee ID	For the period of the data subject's access to the digital learning platform + 395 days after										
Name	For the period of the data subject's access to the digital learning platform + 395 days after										
Email address	For the period of the data subject's access to the digital learning platform + 395 days after										
IP address	60 days following receipt										

For the sake of clarity, the Technical Standard Availability of Data above mentioned remains always subject to its compliance with data protection rules or any other applicable rules.

1.3 Notice of a security breach shall be given to: [insert details]

Commented [TL12]: To be completed by the Customer

2. Data geographical location

2.1.Data geographical location when performance of the service implies data storage and/or support services:

	Nominal data center(s)	Mirroring data centers)	Data storage	Security measures	Data storage backup	Archiving	Data stream acceleration/management of cache servers	Technical support teams	User support teams
Full address	550 Cochrane Dr. Markham, ON, Canada	970 Green Valley Rd. London, ON, Canada	Yes	Yes	Yes			Yes	
Arval or Subcontractor (if subcontractor, specify its name)	Rogers Canada	Rogers Canada					Datacenters are co-located		
	The primary mechanisms used is the physical and logical access controls in place at Sonic to control access to data and assets. The database is logically partitioned and separated in order to host client data. Sonic uses a private cloud and datacenters are co-located.								
	Rogers Canada does not have access to client data.								

2.2.Data geographical location for other services:

Full address of the Processor (where the Service is performed) and/or of the Subcontractor (if subcontractor, specify its name)	SONIC E-LEARNING INC , 12 Concorde Place, Suite 800, Toronto, Ontario, M3C 3R8 ("Sonic").
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2.3.Personal Data transfers

The Customer Personal Data are transfer from Arval to SONIC E-LEARNING INC. a company based in Canada. The data are transfer as set out in this Appendix and in respect of the EU Data Protection Law and this Agreement.
The Hellenic Data Protection Authority (HDPa) is the competent supervisory authority.

3. Authorised subcontracting

Subcontractor's company name and business name	Nature of the Subcontractor's work and duration thereof	PES (YES/NO)	Place of performance of the Subcontractor's work (full address)	Registered office, share capital, company registration number, VAT number, etc.
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<u>SONIC E-LEARNING INC</u>	Software provision	NO	12 Concorde Place, Suite 800, Toronto, Ontario, M3C 3R8	corporation number 1461063, registered office is at 12 Concorde Place, Suite 800, Toronto, Ontario, M3C 3R8
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The Customer’s consent set out in this clause 3 of Appendix 3 is given subject to the Arval’s compliance with the matters set out in this Appendix 1, and shall take effect from the Effective Date.