

## TERMS AND CONDITIONS OF ACCESS TO VALEO SUPPLIERS PORTAL

### 1. Terms of Access

1.1. Access, free and voluntary, by your Company ("the Supplier") to Valeo Suppliers Portal ("Valeo Suppliers Portal") published by Valeo SA, both in its own name and in the name and on behalf of its subsidiaries, direct and indirect, and their secondary establishments ("Valeo"), is subject to acceptance by the Supplier of the terms laid down in this document and on the Super User nomination form (together "the Terms of Access"), that it undertakes to respect under all circumstances, directly or indirectly, including by members of its personnel in general and by all Authorised Users, as stipulated in Article 2.1 hereinafter in particular, for which he shall stand surety. Certain applicational services may, however, be accessible only under restricted terms which do not have to be justified, at the choice and according to the decision of Valeo.

1.2. All costs incurred by the Supplier in view of access to and use of Valeo Suppliers Portal and its contents ("The Contents"), including specifically the subscription to an internet access provider, if need be, shall be payable by the Supplier.

### 2. Access to Valeo Suppliers Portal

2.1. The Supplier, through the intermediary of all Authorised Users and to the exclusion of all other persons, may access Valeo Suppliers Portal and use its Contents but non-exclusively, non-transferably, and for the sole purposes of its contractual relationship with Valeo. He may reproduce the Contents subject to what is stated hereinafter.

#### Definitions:

- Authorised User: Any member of the Supplier's personnel, nominally empowered by the Super User to access Valeo Suppliers Portal, and, in this respect, presumed to have accepted these Terms of Access. Each Authorised User shall utilise his professional e-mail as his identifier and shall be given a strictly personal and confidential password by the Super User on creation of his account. The Authorised User shall then change his password during his first connection to Valeo Suppliers Portal.

At all times, the Authorised User may access, update and/or rectify personal information relative to his account, which, pursuant to the regulations, shall be declared by Valeo to the National Commission for Computers and Liberties as, more generally, will all files created during access to and use of Valeo Suppliers Portal, for its own use, based on personal data.

The Authorised User may also exercise his fundamental rights in writing to valeo-srm@valeo.com, indicating the fields and information to be modified. The Authorised User shall, under all circumstances, take care to ensure the security of the Contents under the responsibility of the Super User and, more generally, of the Supplier, by means of the most suitable procedures, in such a way as to reduce as far as possible the danger of destruction, accidental loss, disclosure, etc. of the Contents.

- "The Contents": The web pages, the professional applications and, more generally, the information exchanged through Valeo Suppliers Portal between Valeo and the Supplier ("The Parties").

- Super User: A physical person chosen from the Authorised Users by the Supplier, empowered to create and manage the accounts of the Authorised Users, to be provided, if need be, for their replacement by concomitantly deleting their access authorisation.

The Supplier shall be responsible for the acts and actions of the Super User and the Authorised Users. More particularly, he shall ensure that none of them authorises any non-authorised persons whatsoever access to Valeo Suppliers Portal.

- "Right of Use" of Valeo Suppliers Portal: The right to reproduce the Contents, non-exclusively, non-transferably, and for the sole purposes of the contractual relationship with Valeo, in hard copy and/or in computerised media, provided on the one hand that they are reserved for strictly internal use, to the particular exclusion of any use for advertising or commercial purposes, and on the other hand, that they contain the specification of Valeo's copyright and ownership, followed by the specification "CONFIDENTIAL". Any other use of Valeo Suppliers Portal and its Contents, in whole or part, including, without this list being restrictive, uploading it onto the network, its representation and/or reproduction and/or adaptation or modification and/or use in any other form and by whatever means, is strictly forbidden.

2.2 – Access to and use of Valeo Suppliers Portal and its Contents shall imply no transfer or granting of licence, of whatever nature, to the rights of industrial and intellectual property held by one of the Parties to the profit of the other Party, nor any restriction of their respective rights, including for the rights of intellectual and industrial property pertaining to Valeo Suppliers Portal, its Contents and its environment, owned by Valeo. By the same token, the methods and expertise unique to each of the Parties are likely to be transferred. Furthermore, access to and use of Valeo Suppliers Portal shall confer no rights on one of the Parties over any of the names and/or commercial appellations, logos, brands, patents, products and services belonging to the other Party, which shall, under all circumstances, remain the exclusive property of each of the Parties.

2.3. The Supplier recognises Valeo's right at all times and without prior notice to suspend, whether temporarily or not, the access of Authorised Users to Valeo Suppliers Portal. This shall be the case particularly and without prejudice should the occasion arise from any other action due to Valeo, in cases (1) of disregard by the Supplier of any one of the Terms of Access laid down in this document, (2) of the termination, for whatever reason, of contractual relations between the Parties, (3) of maintenance and/or technical and/or functional problems linked to the infrastructure put in place in the context of Valeo Suppliers Portal.

### 3. Exclusion of guarantees

3.1. The Supplier shall use Valeo Suppliers Portal at his own risk. Valeo may thus not be held responsible for any direct or indirect damage that the Supplier may suffer due to or on the occasion of access to and use of Valeo Suppliers Portal and of its environment, including sites subject to a hypertext link from the latter.

3.2. Valeo Suppliers Portal and its Contents shall be accessible as is, Valeo not being required to update it.



However, Valeo reserves the right to modify it, in whole or part, at all times and without prior notice. Modifications applied shall subsequently be considered to have been accepted by the Supplier on access to and use of Valeo Suppliers Portal.

**3.3.** The Supplier recognises Valeo's right to choose and/or modify the country and/or infrastructure where Valeo Suppliers Portal shall be hosted at its convenience.

#### **4. Security**

Valeo shall strictly apply the regulations applicable to the security of electronic transactions and utilise the most appropriate processes and techniques to ensure the most secure treatment of exchanges and their confidentiality, of proof of the existence of the agreements made on access to and use of Valeo Suppliers Portal, and more generally of the laws and regulations applicable in matters of Computing and Networks, including copyrights.

The Supplier thus undertakes, both on his own behalf and on that of each of the members of his personnel for whom he shall stand surety, to satisfy the same requirement in matters of the regulations applicable and the same vigilance when he accesses and utilises Valeo Suppliers Portal, all in such a way specifically:

- Not to impinge upon the rights of third parties and the brand image of Valeo;
- That Valeo shall never be disquieted nor pursued due to the acts and actions of the Supplier.

The Supplier undertakes under the same terms not to carry out an operation of any kind that may occasion computer breakdowns of whatever nature likely to disturb the correct operation of Valeo Suppliers Portal and its environment including the hypertext links and the services that it facilitates. He specifically undertakes in this respect to forward viable documents and files free of any viruses and shall refrain from installing a hypertext link to Valeo Suppliers Portal, without the prior written agreement of Valeo.

As a consequence of the foregoing, the Supplier shall guarantee Valeo against any suits by third parties, taken in its broadest sense, on whatever grounds, linked to the information (texts, photographs, etc.) installed by his services on Valeo Suppliers Portal.

#### **5. Confidentiality**

**5.1.** The Parties undertake, both on their own behalf and on that of their personnel for whom they shall stand surety, to maintain the strictest confidentiality of the Contents, including information belonging to the other Party, in whatever field, whatever their form and nature, that shall be brought to their knowledge in the context of access to and use of Valeo Suppliers Portal and/or that they may have seen, noted or

learned directly or indirectly on the occasion of access to Valeo Suppliers Portal ("Confidential Information").

This undertaking shall also apply to all information concerning the Parties' clients or third parties in contact with the latter or those acquired directly or indirectly in the course of contractual relations between the Parties ("Confidential Information").

The Parties therefore undertake under the same terms as previously:

- To use the Confidential Information exclusively in the framework and for the sole purposes of their contractual relations;
- Not to disclose the Confidential Information in whole or part and for any reason whatsoever, even free of charge, either to any third parties, physical or moral persons, or to salaried employees, service providers, clients, etc, including the supervisory, controlling or legal bodies of the other Party, without the express prior authorisation of the latter and except for those aforementioned who, because of their functions, have access to the Confidential Information, provided that they undertake the same obligation of confidentiality.

Furthermore, each Party undertakes to take any precautions necessary to prevent any disclosure, including through carelessness, inadvertently or for any other reason, and to ensure the permanent and strict respect of this obligation of discretion and absolute confidentiality, which shall be applied both during the period in the course of which the Supplier shall have access to Valeo Suppliers Portal and after the termination, for whatever reason, of the authorisation of use of and access to Valeo Suppliers Portal and this for a duration of five (5) full, consecutive years in the latter case.

**5.2.** It is agreed within the terms of this document that not considered as Confidential Information shall be any information in public domain prior to its communication to the other Party in the context of the execution of his services or any information in public domain subsequent to its communication to the other Party, provided that this disclosure is not the result of a violation of the Parties' obligation of confidentiality.

#### **6. Law applicable - Jurisdiction**

**6.1.** The law applicable to these Terms of Access is French Law.

**6.2.** Any dispute between the Parties relative to the interpretation, execution or termination of this contract, for whatever reason, and that the Parties have not been able to settle amicably, shall be referred to the exclusive competence, even in event of plurality of defendants or action against the guarantor, of the Commercial Court stipulated in Valeo's General Purchasing Conditions, which complement these Terms of Access.