## TERMS OF THE KYRIBA'CHAMPIONS MOTIVATION PROGRAM « KYRIBA'CHAMPIONS »

### Article 1: Purpose and duration of the Program

- The company KYRIBA SEMEA, SAS with a capital of € 455,000, whose head office is located at 247 Bureaux de la Colline - 92210 Saint Cloud, registered in the Trade and Companies Register of the Commercial Court of NANTERRE under number 429 336 597 RCS NANTERRE, whose intracommunity VAT number is: FR46483518692 (hereinafter "Kyriba").
- 2. Kyriba SEMEA is a co-financier of the "Kyriba'Champions" program, which is a defined operation with commercial motivation (hereinafter "Program")
- The purpose of this program is to reward the employees of Kyriba Partners, selling Kyriba's offers to French, Spanish, Italian, Portuguese, Belgian, Swiss and Luxembourg markets. (hereinafter "Partners")
- 4. The Program targets the sales of Kyriba solutions to companies located on French, Spanish, Italian, Portuguese, Belgian, Swiss and Luxembourg markets. These companies must not be Kyriba's customers. These companies can be customers of Kyriba Partners (installed base / customer base) or prospects (lead generation, New Logo).
- 5. The Program will reward the sales of the full range of Kyriba's solutions made during the Program phase:
  - Cash management, Cash, TMS
  - Payments
  - Risk Management (Fraud, FX, FireApps)
  - Working capital / Supply Chain Finance
  - Control and Compliance
  - Bl
- 6. The Program starts from January 1, 2020 at 1 a.m. and end on December 31, 2020 at 11 p.m.

## Article 2: Participation in the Program

1. The Program is open to Kyriba's Partners as well as their teams, via Kyriba's Partners:

- Telemarketers / Business Development Representatives/BDRs of Partners, hunting New Logos/prospects
- Telemarketers / Inside sales of Partners, working on Partners Installed base development
- Partners Sales

2. Participation in the Program is free of charge and without duty to purchase. This participation includes the unconditional acceptance of all the stipulations described in this settlement.

3. Participation in the Program takes place in French, Spanish, Italian, Portuguese, Belgian, Swiss and Luxembourg territories/markets.

4. The Partners recognize and agree to be the sole beneficiaries of the Program.

5. The Program is accessible only to Kyriba's Partner, as legally registered companies in their country of origin.

6. Participation in the Program is individual and nominative. Only one registration is authorized per Partner.

7. The information transmitted by the participants must be exact and correct. Partners cannot identify themselves with the contact details of a third party and must provide information of a contact within their company. Kyriba reserves the right to check the accuracy of the information provided by participants by asking any participant for supporting documents.

8. By agreeing to participate in the Program, participants confirm the absence of any conflict of interest with Kyriba and its employees, as well as with Partners and their employees.

## Article 3: Funding allocation procedures

# 1. The total budget for this Program is € 9,000 (NINE THOUSAND EUROS) in the form of 360 Gift vouchers with a unit value of € 25. This budget will be distributed in 2 (TWO) parts by Kyriba to 2 (TWO) Partners as follows:

1.1. Kyriba will pay the 2 (TWO) Partners funding of  $\notin$  4,500 (FOUR THOUSAND FIVE HUNDRED EUROS) each in the form of 180 Gift vouchers with a unit value of  $\notin$  25. (The checks will be ordered on December 1, 2020 and will be valid for 1 year, i.e. until December 1, 2021 and will be usable in the UP Cadhoc network, the complete list of which is available on <u>cadhoc.fr</u> and at the end of the rules).

1.2. Kyriba will pay the 2 (TWO) prizes to Partners in January 2021.

2. This funding will be paid by Kyriba retroactively to the Partners if their collaborators have reached the Objectives of the Program Period.

#### 3. The Objectives of the Program Period are described below:

3.1. The Partner having signed the greatest number of opportunities during the Program period.

3.2. The Partner having signed the highest net turnover for Kyriba over the Program period.

3.3. The two prices are cumulative, the anteriority of the signatures of the contracts with the customers will make times.

4. **Reporting obligations**: Partners must provide reporting of the objectives achieved for the Program:

4.1. the first and last name of the concerned employees.

4.2. each objective achieved:

4.2.1. for telemarketers /BDRs (the registered accounts and participants in events coorganized between Partner and Kyriba, the opportunities detected, which have been transformed into signatures for the purchase of Kyriba solutions within the allocated timeline)

4.2.2. for sales representatives/inside sales (signed account, the amount signed and the period of signing the contract)

4.3. the Partner must provide a statement confirming that the earnings have been paid to the employees.

#### 5. Payment of funding to participants

5.1. The payment of funding by Kyriba to Partners cannot give rise to any dispute of any kind.

5.2. The Gift vouchers sent by Kyriba to the Partners will only be used by them for the purposes of carrying out the Program and only for the employees.

## Article 4: General Terms

#### 1. Participation:

1.1. Participation implies full acceptance of these Terms, as well as adherence to these General Terms, to the decisions taken by Kyriba concerning these Programs, as well as to the laws, regulations and other standards applicable in the territory of the Programs.

1.2. Any violator of one or more of these Terms could be deprived of the right to participate in the Program, as well as, if necessary, of the endowment obtained, without prejudice to any additional damage and interest that the right reserves to claim. Kyriba.

#### 2. Earnings and endowments:

2.1. The winners will be notified by any means using the contact details provided by the Partners. No confirmation of receipt will be requested.

2.2. The endowments (gift vouchers) are delivered as announced. Kyriba reserves the right, however, at any time, if circumstances so require, to replace the prizes initially provided with other items of equivalent value.

2.3. The proposed endowments are nominative. They are not assignable, transferable or exchangeable. They cannot give rise on the part of the winner to any dispute of any kind, nor to any exchange, or delivery of their equivalent value in money.

#### 3. Intellectual property - name and image rights

3.1. The brands mentioned are registered trademarks of their respective owners. In accordance with the laws governing intellectual property rights, the reproduction and representation of brands as well as all or part of the elements making up the Program are strictly prohibited without the written agreement of their owners.

#### 4. Responsibility

4.1. The Organizer cannot be held liable in the event of force majeure or events beyond its control. Force majeure means any event affecting the running of the Program such as, without this list being exhaustive, cases of computer fraud, viruses, fire, flood, natural disaster, strike, attack.

4.2. Kyriba reserves the right to shorten, extend, modify and even cancel the Program if the circumstances so require, and this without this decision cannot be called into question by the participants and without any moral damage or financial for participants. Any amendments which may be published during the Program will enter into force upon their publication and will be considered as annexes to these General Terms.

4.3. In any case, Kyriba's liability is expressly excluded for any damage or indirect damage caused by participation in the Program, interruption or termination thereof, for any reason

whatsoever. Are considered in particular sum of the indirect damages any damage resulting from:

4.3.1. Operating losses, commercial losses, loss of customers and orders, any commercial unrest, loss of profit, loss of chance, loss of profit, damage to reputation or brand image, loss of data and / or files , frauds.

4.3.2. Delays, losses, damage caused to the allocations during their routing

4.3.3. Typing errors or error in the mentions of the regulations or the information transmitted, lack of legibility of the postmarks.

4.4. If the reward could not be delivered to its recipient for any reason whatsoever, regardless of Kyriba's will (the winner being unreachable or having moved without updating his address, etc.) it will remain the property of Kyriba, which reserves the right to assign it to another participant.

4.5. In any event, if Kyriba's liability were to be recognized, hereunder, by a final decision of a competent court, the compensation which could be claimed from it will be expressly limited to the amount corresponding to the unit value of lower endowment.

#### 5. Personal data

5.1. Partners will be asked to provide personal information of their contact, as well as employees participating in the Program.

5.2. The information collected is subject to computer processing, the manager of which is Kyriba, the purpose of which is to take account of entries, the organization of programs / challenges / contests, as well as the management of customer and prospect accounts by Kyriba and its partners for the purpose of commercial solicitations.

5.3. This information is intended for Kyriba but may, within the framework of the Commercial entertainment program / contests / challenges, be transmitted to its technical service providers and to the service provider financing the amount of the endowment.

5.4. In accordance with applicable laws and regulations, the participants have the right to access, modify, delete or oppose any information that relates to them.

5.5. This right may be used freely and via a written request, including a copy of their identity card, at the address specified in Article 1 of the General Terms or by email to <a href="mailto:privacy@kyriba.com">privacy@kyriba.com</a>

5.6. 5.6. It is reminded that in order to participate in the Program, participants must necessarily provide certain personal information concerning them (name, address, etc.). This information is recorded and saved in a computer file and is necessary for their participation to be taken into account, for the winner to be determined and for the award's nomination and delivery. This information is intended for Kyriba, and may be sent to its technical service providers and to a service provider sending the award. While participating in the Program, the participant may also request to register for an information email from Kyriba. The data thus collected may be used in the context of Kyriba's communications to participants. By submitting the Program registration form and checking the box relating to Kyriba and partner

offers, participants agree to be contacted and receive additional information on Kyriba news and offers tailored to their requests and given permissions.

The information collected from the Program registration form is recorded and transmitted to authorized Kyriba employees, in charge of data processing, in accordance with our privacy policy in English by clicking on the link <a href="https://www.kyriba.com/privacy-policy/">https://www.kyriba.com/privacy-policy/</a> and in French by clicking on the link <a href="https://www.kyriba.fr/privacy-shield-privacy-notice/">https://www.kyriba.fr/privacy-shield-privacy-policy/</a> and in French by clicking on the link <a href="https://www.kyriba.fr/privacy-shield-privacy-notice/">https://www.kyriba.fr/privacy-shield-privacy-policy/</a> and in French by clicking on the link <a href="https://www.kyriba.fr/privacy-shield-privacy-notice/">https://www.kyriba.fr/privacy-shield-privacy-notice/</a>. In accordance with Regulation (EU) No. 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the Participant has a right to access, modification, rectification, limitation, opposition, restriction, deletion and portability of data concerning himself/herself.

#### 6. Access to the regulations

6.1. These Terms are sent free of charge to anyone who requests them from Kyriba's management.

6.2. 6.2. These terms are available free of charge on Kyriba's side and from the date of their implementation, they are the subject of this settlement, registered via depotjeux with the office of bailiff Maitre Doniol located 8 Rue Souilly - 77410 Claye Souilly. The terms will be available for free for the duration of the game at the following address: <a href="http://www.depotjeux.com">http://www.depotjeux.com</a>. Participation implies outright acceptance of these terms in all their provisions, as well as the laws and regulations applicable to operating motivation programs in France. The terms can be modified at any time in the form of an amendment by the organizers, in compliance with the conditions set out, and published by online advertisement on the site. Any amendment will be filed via depotjeux with the bailiff office Maitre Doniol located 8 Rue Souilly - 77410 Claye Souilly, depositary of the regulations before their publication. It will come into force from the date it is put online and any participant will be deemed to have accepted it by virtue of their participation, from the date of entry into force of the modification. Any participant refusing the modification (s) must stop participating in the game.

#### 7. Applicable law - disputes

7.1. Any disputes, claims or different relating to the Program of these Terms which could not be settled amicably between the parties, will be subject to the provisions of French law both as to the procedure as to the substance. In application of the provisions of article 48 of the Code of Civil Procedure. The competent court will be the Commercial Court of NANTERRE.

#### 8. Non-contractual list of brands accepting the Cadhoc gift card on 01/31/2019



COLD CENTER GRAIN DE MAUCE\* GRAIN DE MAUCE\* H LANDERS HESRE & MONTRES HISTORE D'OR HUNKEMOLLER HYLTON ID KDS BOS RANDE DISTRIBUTION ALICHAN GARREFOUR OORA HYPER UP INTERMARCHE\* LA BLANCHE PORTE MARCHE U IOS IOS IZAC JACADI\* JEAN BOURGET\* JENNYTEIL\* JINA SUPER U SUPERMARCHES MATCH UEPPRESS\* MODE ADULTES ET ENFANTS TO K ANSORDA\* ACCESSORCE AGAINA ANDE ALANA AFTELOU ANDORE DI ANTONELIE ANTONELIE ANTONE ELASION ANTONE ELASION ANTONE DU MONDE BADO GAN BENOTION\* ESSION CHAUSSURES UN RUOMERE ELBIC DUNY BUJUERTY BUJUER U EXPRESS\* JANA JANA JALES JALES JALEK JALEN (YOROCEL KOPORAL KIDAM KIDARS' KORAN KIDSIOR' KORAN KIDSIOR' KORAN KIDSIOR' KORAN KIDESS' LA COMPANIE DES OPTIDENS ' LA COMPANIE DES PETTS ' LA COMPANIE DES LA CORBERLE D'OR LA FRANÇAISE DE L'OP-TICHE 4 TIQUE \* LA GUILDE DES ORFEVRES BLZZ BEE BLUE BOX\* LA HALLE LA-RMA LE BLAOTHER DES CHEA-TEURS' LE DONION LE SUP FRANCAIS LE SUPICIENS CONSELS LES OPTICIENS CONSELS LEI GMIFRETE! LESSAC? AHALLE BOCAGE BONOBO\* BOUTIQUE LACOSTE BOOTNALE DAUGHE BEREE BURTON OF LONDON C&A CARABE CACHE\* CARADOR CONTRE CARADOR CONSTANO C LITTLE MARCEL CCV (ELIO OLLIPOPS OR DUITEMPS CHARLES LE GOLF CHARLES LE GOLF CHARLENE CHARLENE CHARLES EXPO OUIS PION UZ OPTIQUE\* CHAUSSEA YND MADO ET LES AUTRES\* CHIPE MAKE OP FOREVER MANGO\* MARC ORIAN COSMOFAELS\* CUROPOLIS MARIONNALD MARQUES AVENUE2004 DALERY MAROQUINERIE EVALUELING DES MARQUES\* MELLOW YELLOW \* MEXX DEP DER MODE DEICHMANN MNELLP DELAVEINE DEPILTECIM MISS COORINES MISTICREE MONTRES AND CO DEVRED DIDIER GUERIN MORGAN DISTRI-CENTER NATUR DU PAREIL AU MEME \* NEW LOOK NEW MAN EDEN PARK EDORA ELIOT\* NEWCO\* NOCIBE EMUNU EMMA & CHEOE ENFANCE\* OCEANOR OLA BEAUTE ORADI \* ERAM<sup>®</sup> ESPACE EMERAJOE **OUPHE** OLEY GAMP ONE STEP\* ESPRIF ESTHETIC CENTER\* 00000 OPTIC 2000 \* OPTIC DUROC \* FACONNABLE FACHER AND SONS OPTICAL DISCOUNT OPTICIEN KRYS FIESTA FORUM DES MARQUES OPTIQUE MOISE \* ORCHESTRA FOSSIL STORES GSIA GALERIES LAFAYETTE OXBOW\* PANTASHOP GAE GEMO PARFEM D'O GENERALE D'OPTIQUE\* PARFUMERES APRIL

PASSION BEAUTE PATRICE BREAM PHELDAR PHELDAR PHINEE POINT SACELLY POP BLIDDAY POWTENPS \* PRONTENPS \* SACENARY SCOTTAGE\* SCOTTAGE\* SUDE CONSEE SUDE CONSE TACOA A TES PIED TAPE A.L'CTE. TATP TES TCHEP COFFLEE\* TEDDY SMITH TENERGCORY\* TENTRA TENTRA TENTRA TENTRA TENTRA TENTRA TENTRA TENTRA TESSOT \* TISSOF \* TOMMY HILFIGER TOSCANE TOTAL LOOK TRESOR UBAR\* VETSION OR VETMOO VISION PLUS VINA LA VIE VOG CONFURE\* VOMEN SECRET YVES ROCHER Z\* MAISON ET DECO AD'HAUC ALINEA AMBIANCE & STYLES \* ANIMAL IS ARRIVAGES AFELIER DE LA NUIT AJLAS ATMOSPHERE\* A/FLIS TELECOM AX'HOME BABOU BAOBAE BAZARLAND\* BLANC REUN\* BOIS ET CHIFFONS BOSE BOTANIC BOUCHARA BOUL ANCER BRIANT BRIANT BRICO CASR BRICO MARCHE BRICORAMA BUT CADREA CAMARA CAPTAIN OL MER \* CASA CASH CONVERTERS\* CATENA\* CENTRAROR\*

COMPTOIN DE FAMILLE \* CONFORDANA CONTORDANA CONTRADELECTRONIC CONTRADELECTRONIC COPERA COTE INSTORE\* COLLEARS DE TOLLEAS - ANORA OROZATER \* OROZATER \* OROZATER \* OROZATER \* OROZATER \* OROZATER \* DRODA BASED \* DESCAMPS\* DESCAMP FNAC FRANCE LITERIE FRANCE LITERE GALERIES DES TEN-DANCES\* GAMMEVERT\* GAMMEVERT\* GENERAL BRECOLAGE GENERALE DE TE-LEPHONE\* GENEVIEVE LETHU GEP GIFP\* GTEEM GRAND LITTER GROUP DRUITAL GROUPE SEB OUY DEGRENNE\* HARITAT RAPPY CASH\* HEMA UCMCONCOL: COL NEMSPHERE SUD HISTORES DES SENTEURS HOME SALONS JARDILAND<sup>®</sup> JARDINERIE POULLAIN JYSK KERIA KEIDA LA GHASE LONGUE\* LA COMPAGNE DU LIT LA FOR FOULLE\* LA MAISON POINT VERT\* LA TABLE PROSENNE AMEUBLIER \* AURIE LUMIERE LE FAILLITAIRE LE GEANT DU MEURLE\* LE GRAND BAZAR LECLERC ART DE LA TABLE LES BRICONAUTES LES MATTRES TRADITIONS LES OL MADES INSTRUCTION LITERIE CONFORT LITERIELAND LITERIELAND LITTLE EXTRA LOGMARCHE MAĐURA MAGASIN VERT\* MAISON & REFLET MAISON DE LA LITERIE Ganapés Convertibles MAISON DE LA LITERIE Prestige MAISON DE LA LITEBE\* MAISON DEPOT MAISONS DU MONDE MAXI BAZAR MEDORACOMPAGNIE MEUBLENA.\* MOBALPA MOBALPA MOBILER DE France\* MON LIT ET MO MONDAL MOQUETTE MONSIEUR MEURLE \* MR BRICOLAGE MR JARDWAGE

MULTISTORES NALODS NATURE ET DECOUVERTES OLIVIER DESFORCES\* ANTINE, LT DISFORES" PROC OTIVIEE DESFORES" PLOCE DE LA LIFERE PLACE DE LA LIFERE PORT VERT LE ANDON PRO ET CLE PRO ET POERICIA TURE ET RECREATIONS AGORA PRESSE AL FEIM AUBERT AUTOUR DE BEBE BEBELAND BURD + GALIPAGE DALBE\* EUREKA KIDS\* FRANCE LOISIRS GAME CASH\* GEANT DES BEAUX ARTS GREET JEUNE GREET JOSEPH JOGEQUB KOD'S PLANET KONC JOUET KING JOUET LA GRANDE RECRE LE BONNOMME DE BOIS\* LE FURET DU NORD LES BERES DE SAIBNE LEZARD CREATIF LOISIRS & CREATION MAGASIN Z MAJUSCHE+ MAID TOYS MICROMANIA MILAN PRESSE MOULIN ROTY NATALYS NEW BABY OKYBRA PLEN GEL SA,KRP STARLIQUET U CULTURE UNIVERS DU LIMPE LOISIRS ET SPORTS 100% DES MARQUES **ABEILLE Panichulisme** ADIDAS AEROKART ART OF TENNIS AUTO SECURITE\* AVENIR CONSULT COM-PETITION FLACK STORE BOUTICYCLE CAE' 60 CENTRAL FUN TIME\* CHULLANKA **CINE AOUA** CIRCUE ALEXIS GRUSS CIRCUE PINDER JEAN JADQUES GROUE ZAWATTA

GTADIEM GTE DE LESSINCE GTV SEPORT GTV SEPORT GTV SEPORT GTV SEPORT GTV SEPORT GTV SEPORT COURSE COURSE COURSE GT DE LESSINCE GT DE COURSE HOUT ACCESSION GT DE COURSE HOUT ACCESSION GT DE COURSE GT DE \$2 \$4007 SHORZ SPEED\* SPEED\* SPUSHMORD PRO-VENCE SPORT EXON SPORT EXOER TOOM FACILITY SPORT EXOER TOOM FACILITY SPORT EXOER TOOM FACILITY SPORT EXOER TOOM FACILITY TERRES DE RUNNING TRANSPORT VELO STATION VELO STATION VELO STATION VOYAGES ET DETENTE AFAT AMA TOURISME BELAMERA BELIAMENTA BEST WESTERN BRIT HOTEL CADHOC VOYAGES CALICEO CAMP ATLANTICOLE CAMPING AND CO CAMPING FRANCE LOCATION CARNAC THALASSO & SPA YAND B YINS SUR 20 RESORT CARREFOUR VOYAGES

CENTER PARCS CHOICE HOTEL CLA RIONS\* CHOICE HOTEL COMFORTING CHOICE HOTEL GUA UTY<sup>TM®</sup> COMPAGNE BA-COMPAGNE BA-TEAUX-MONCHES EDENTOUR FASTBOTEL FAURE TOURISME FRAM GRAND BLEU GRAND BLEU GRANDES ETAPES FRAN-CASES CAISES SROUPE HOTELIER BITALLE HAVAS VOVAGES\* HOTEL AKENA\* HOTEL ARENA" HOTEL CAMPANLE HOTEL PREMERE CLASSE HOTELS & PREFERENCE HOTELS RESTAURANTS LES GENS DE MER IBIS INTERHOME KYRIAD HOTEL LA MARINA DE SERCY LAGRANGE France LES VEDETTES DU PONT NEUF LES VILLAGES (ILUBS DU) SCILER MERCURE MOTOFHOME RENT NARBONNE ACCESSORES NATIONALTOURS NEWEA NOVOTEL. NOVOTEL ODALYS WICHWES PASSAGE DE EU\* PIERRE ET WACANCES PELAIS & CHATEAUX PENOTIVEAU VACANCES SAL AUN HOLDUPS SEL ECTAUR SELECTOUR SELECTOUR BLED YORAGES SOLEL WACANCES SYMBOLES DE France TERRES DE France TERRES DE France TRALACAP TRALASSO DOUARNENEZ THE ORIGINALS HUMAN HOTELS & RESORTS\* THERNES RAVINS UNEXNESS UNIVARMER VACANCEOLE WACANCES KRUSOF WEVELAGES. GASTRONOMIE **GAUMUN** CHOODEATS YVES THURLES COFFEA COMPTORS RICHARD COMPTORS RECHARD COMPTORS EDURARRY \* DASKALIDES\* DE NEUVILLE \* DUCS DE CASCOCINE EUROCAVE FAUCION BEDUREO \* HEDIARD INTER CAVES LA CURE GOURMANDE LAFAYETTE GOURMET LAFAYETTE COURME LEOMINAS\* LES CAVES NYSA LES DOMAINES QUI MONTENT NESPESSO SAVOUE CLUB Y AND B

\* Cess enseignes n'ort pes engagé la totalité de leurs points de vente dans le réseau Un Cadhor. L'inte complète dissonible sur cadhor, fr

