

TERMS OF THE KYRIBA'CHAMPIONS MOTIVATION PROGRAM

« KYRIBA'CHAMPIONS »

Article 1: Purpose and duration of the Program

1. The company KYRIBA SEMEA, SAS with a capital of €455,000, whose registered office is located at 247 Bureaux de la Colline - 92210 Saint Cloud, registered with the Trade and Companies Register of the Commercial Court of NANTERRE under the number 429 336 597 R.C.S. NANTERRE, whose intra-community VAT number is: FR46483518692 (hereinafter "Kyriba").
2. Kyriba SEMEA is a co-financer of the "Kyriba'Champions" program, which is a defined operation of commercial motivation (hereafter "Program").
3. The purpose of this program is to reward Kyriba Partners' collaborators who market Kyriba's offerings in France, Spain, Italy, Portugal, Belgium, Switzerland and Luxembourg. (hereinafter referred to as "Partners")
4. The Program targets sales and project detection of Kyriba's solutions to companies located in France, Spain, Italy, Portugal, Belgium, Switzerland and Luxembourg. These companies must not be Kyriba customers. These companies can be customers of Kyriba Partners (installed base / customer base) or prospects (lead generation).
5. The Program will reward sales and project detections proven by Business Development Representatives of Kyriba's full range of solutions, realized during the Program period:
 - Cash Management, Cash, TMS
 - Payments
 - Risk Management (Fraud, FX, FireApps)
 - Working capital/Supply Chain Finance
6. The Program takes place from February 22 at 1 a.m. to December 17, 2021 at 11 p.m.

Article 2: Participation in the Program

1. The Program is open to employees of Kyriba's partner companies:
 - Partner Lead Gen Prospectors
 - Prospectors for Partner Customers
 - Partner Sales
2. Participation in the Program is free and without obligation to purchase. This participation includes the unreserved acceptance of all the stipulations described in these rules and regulations.
3. Participation in the Program takes place in France, Spain, Italy, Portugal, Belgium, Switzerland and Luxembourg.
4. The Partners acknowledge and agree to be the sole beneficiaries of the Program.
5. The Program is open to natural persons over the age of majority.
6. Participation in the Program is individual and nominative. Only one registration is authorized per person and, where applicable, per email address.
7. Personal information provided by participants must be accurate and correct. Participants may not identify themselves with the contact details of another natural person. Kyriba reserves the right to check the accuracy of the information provided by participants by requesting relative proof from each participant.
8. By agreeing to participate in the Program, Participants confirm the absence of any conflict of interest with Kyriba and its collaborators, as well as with Partners and their collaborators.

Article 3: Terms and Conditions for Granting Funding

1. The total budget for this Program is 13,500 € (THIRTEEN THOUSAND FIVE HUNDRED AND FIFTY HUNDRED EUROS). This budget will be distributed in 4 (FOUR) parts by Kyriba to the Partners as follows:

1. Kyriba will pay the 2 (TWO) best teams each consisting of 2 (TWO) sales people at the end of each of the intermediate stages scheduled for March 19 (1st stage between February 22 and March 19), on June 18 (second period between May 24 and June 18) and December 17 (third period from November 1 to December 17) the financing of €4,500 (FOUR THOUSAND FIVE HUNDRED AND FIFTY CENTS EUROS) each in the form of 180 gift vouchers each with a unit value of €25, i.e. 12 winners in all receiving 15 gift vouchers each with a unit value of €25.
2. Kyriba will pay the prize of 9000€ (9000 EUROS) to the best team over the entire challenge by accumulating the results obtained during the intermediate stages and by breaking any possible ties thanks to the subsidiary question asked during registration.

2. This funding will be paid retroactively to the Partner's collaborators provided that the collaborators in question have achieved the Objectives for the Program Period.

3. The Objectives for the Program Period are described below:

1. The first stage takes place between February 22 and March 19 and rewards teams with the most projects detected on all Kyriba service offerings. Kyriba Marketing will assign a list of 30 prospects that partners will be asked to call and try to convert them into leads or opportunities. Each lead will have to be entered on the partner portal before being qualified by our BDR teams. An associated point system will be used to define a ranking that will entitle the first 2 teams to receive prizes. Of course, partners will be able to call other leads that are not in the list provided and that can be taken into consideration.

Point system for the first step: Lead prospect 1 point - Lead prospect Winback - 2 points - Valued Opportunity (BANT) - 3 points

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2. The second stage takes place between May 24 and June 18 and rewards the teams with the most projects detected on Kyriba's Connectivity As A Service offerings for companies with revenues between 100 and 500 million euros. Kyriba Marketing will assign a list of 30 prospects for partners to call and try to convert them into

leads or opportunities. Each lead must be entered on the partner portal before being qualified by our BDR teams. An associated point system will be used to define a ranking that will entitle the first 2 teams to receive prizes. Of course, partners will be able to call other leads that are not in the list provided and that can be taken into consideration.

Point system for the second step: Lead prospect 1 point - Lead prospect Winback - 2 points - Valued Opportunity (BANT) - 3 points

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 3. The third stage takes place between November 1 and December 17 and rewards the two teams with the highest net New Logo sales for Kyriba over the period.

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 4. The final challenge accumulates all the points obtained during the first 3 steps. Points are awarded to each team at each stage according to the number of participating teams. If 12 teams are participating, the 1st of each round will be awarded 12 points, the 2nd 11 points, the 3rd 10 points, ... A cumulation of these points will then be realized after the 3rd round in order to award the final challenge. In case of a tie, the teams will be decided by the subsidiary question asked during the registration (final of the Champion's league, name the 2 clubs and the final score).

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 5. All the prizes are cumulative, the anteriority of the signature of the contracts with the customers will be taken as proof.

4. **Reporting obligations:** the Partners will have to provide a report of the objectives achieved for the Program:

1. the name and surname of the collaborator
2. the goal achieved for each of the objectives :
 1. for teleprospectors (registered accounts and participants in events co-organized between Partner and Kyriba, the opportunities detected, which were transformed into signatures for the purchase of Kyriba solutions within the allotted period),
 2. for sales/inside sales (the signed accounts, the signed amount and the period of the signature of the contract).
3. the Partner will have to provide a statement confirming that the earnings have been paid to the employees.
4. All leads must be reported through the Kyriba portal on Salesforce.

5. Payment of Funding to Participants

1. The payment of funding by Kyriba to the Partners cannot be contested in any way.
2. Gift certificates provided by Kyriba to Partners will be used by Partners only for the purposes of the Program and only for employees.

Article 4: General Provisions

1. Participation :

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 1. Participation implies full and complete acceptance of these Rules, as well as adherence to these General Provisions, to decisions made by Kyriba concerning these Programs, and to the laws, regulations and other standards applicable in the territory of the Programs.
 2. Any person contravening one or more of these rules may be deprived of the right to participate in the Program, as well as, if applicable, of the grant obtained, without prejudice to any additional damages and interest that Kyriba reserves the right to claim.

2. Earnings and Endowments :

1. The winners will be notified by any means according to the contact information provided by the two Partners. Participants explicitly agree not to submit any attestation as to the method of receipt or proof of such receipt.
2. Endowments (gift vouchers) are given out as announced. However, Kyriba reserves the right, at any time, if circumstances so require, to replace the prizes originally planned with other items of equivalent value.
3. The proposed endowments are nominative. They are not transferable or exchangeable. They may not give rise to any dispute of any kind on the part of the winner, nor to any exchange or remittance of their cash value

3. Intellectual property - right to name and image

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

4. Responsibility

1. The responsibility of the Organizer could not be engaged, in case of force majeure or events beyond its control. Force majeure means any event affecting the operation of the Program such as, without this list being restrictive, cases of computer fraud, viruses, fire, flood, natural disaster, strike, attack.
2. Kyriba reserves the right to shorten, extend, modify and even cancel the Program if circumstances require it, without this decision being questionable by the participants and without any moral or financial damage for the participants. Any amendments that may be published during the Program will come into force as soon as they are published and will be considered as annexes to these General Provisions.
3. In any event, Kyriba's liability is expressly excluded for any prejudice or indirect damage resulting from participation in the Program, its interruption or termination for any reason whatsoever. In particular, the sum of indirect damages is considered to be any prejudice resulting from :
 1. operating losses, commercial prejudice, loss of customers and orders, commercial disturbances of any kind, loss of earnings, loss of opportunity, loss of profit, damage to reputation or brand image, loss of data and/or files, fraud.
 2. Delays, losses, damage caused to endowments during their delivery.
 3. Typing errors or mistakes in the mentions of the rules or the information transmitted, lack of legibility of the postmarks.
4. If the award could not be delivered to its recipient for any reason whatsoever, regardless of Kyriba's will (the winner being unreachable or having moved without having updated his/her address, etc.) it will definitely remain the property of Kyriba, which reserves the right to award it to another participant.
5. In any event, should Kyriba's liability hereunder be recognized by a final decision of a competent court, the compensation that may be claimed from Kyriba will be expressly limited to the amount corresponding to the unit value of the lesser prize.

5. Personal data

1. Participants will be asked to provide personal information about themselves.
2. The information collected is subject to computer processing, for which Kyriba is responsible, for the purpose of taking into account the entries, organizing programs/challenges/contests, as well as the management of customer and prospect accounts by Kyriba and its partners for the purpose of commercial solicitation.
3. This information is intended for Kyriba, but may be shared with Kyriba's technical service providers and the provider funding the prize money as part of the Sales Promotion/Competition/Competition Program.

4. In accordance with the law "informatique et libertés" of January 6, 1978 amended in 2004, and GDPR, participants have the right to access, rectify, delete and oppose information concerning them.
5. This right may be exercised free of charge and by written request, accompanied by a copy of the identity document, to the address indicated in Article 1 of this program.
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 <https://www.kyriba.com/privacy-policy/> and in French by clicking on the link <https://www.kyriba.fr/privacy-shield-privacy-notice/> . 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 Regulation

1. The present rules and regulations are sent free of charge to any person who requests them from Kyriba's Management.

7. Applicable law – disputes

1. Any disputes, claims or differences relating to the Program of these Rules which have not been settled amicably between the parties, will be subject to the provisions of the French law as regards both the procedure and the substance. Pursuant to the provisions of Article 48 of the Code of Civil Procedure, the competent court with exclusive jurisdiction is assigned.

8. Filling of rules

1. The present rules of the game are available free of charge from the organizing society and from the date of its establishment, this Game is the subject of the present rules, deposited via depotjeux at the study of bailiff Maitre Doniol located 8 Rue Souilly - 77410 Claye Souilly. The rules will be available free of charge throughout the game at <http://www.depotjeux.com>. Participation in the game implies the pure and simple acceptance of these rules in all its provisions, as well as the laws and regulations applicable to the contests in force in France. The rules may

be amended 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. The amendment is deposited via deposit with the Maitre Doniol bailiff's study located 8 Rue Souilly - 77410 Claye Souilly, depositary of the regulation before its publication. It shall come into force from the date of its posting online and any Participant shall be deemed to have accepted it simply because of its participation in the Game, from the date of entry into force of the amendment. Any Participant refusing the modification or modifications made shall cease to participate in the Game.