

**Rules for the Dutch "Mission Impossible" referral challenge – Econocom
Applicable from 1st January 2025**

Article 1: General presentation

- Econocom SAS, a company incorporated under French law, whose registered office is located at 40, quai de Dion Bouton, 92800 Puteaux, France, registered in the Nanterre Trade and Companies Register under number 326 966 777 (hereinafter “**Econocom**”), is organising an internal commercial agent referral programme aimed at promoting the recruitment of commercial agents, entitled “Mission Impossible” (hereinafter the “**Referral Challenge**”). This programme will run on a voluntary basis from 1 February 2024 to 31 December 2025.

Within the framework of the Referral Challenge, the members of the Econocom network (hereinafter, the “**Participants**”, as defined in Article 2) are invited to propose candidates (hereinafter, the “**Candidates**”) intended to work either as commercial agents for Econocom (hereinafter, the “**Agent Candidates**”) or as sales employees employed by an Econocom Entity (hereinafter, the “**Sales Candidates**”).

If their application is accepted, in accordance with the conditions set forth in these rules (hereinafter, the “**Rules**”), (i) the Agent Candidates will join Econocom’s network of commercial agents as referred agents (hereinafter, the “**Referred Agents**”), (ii) the Sales Candidates will join Econocom’s sales force as referred sales employees (hereinafter, the “**Referred Sales**”), and (iii) the Participants who have enabled the referral of the latter (hereinafter, the “**Referrer**”) may be entitled to one or more rewards (hereinafter, the “**Referral Reward**” or the “**Referral Rewards**”), in accordance with the conditions set out below.

Applicability Over Time :

Referrers who have introduced the Referred Agent or Referred Sales leading to the conclusion of an agreement between the Referred Agent / Referred Sales and Econocom has been signed after the effective date of this Rules shall benefit from the Referral Rewards provided herein (subject to compliance with the conditions and achievement of the Mission Impossible Performance Thresholds), in place of those provided under the Previous Rules.

Referrers who have introduced the Referred Agent or Referred Sales leading to the conclusion of an agreement between the Referred Agent and Econocom was signed prior to the effective date of this Regulation (under the Previous Rules) in accordance with the terms of Article 5.1 may choose either the Referral Rewards provided under the Previous Rules or those provided under this Regulation (it being understood that no cumulative benefit is permitted).

Econocom employees who have referred sales employees under an Employee Referral Program and whose referral has been validated after the effective date of this Rules may choose either the referral reward provided under the Employee Referral Program or the Referral Rewards provided under this Rules (it being understood that no cumulative benefit is permitted).

Article 2: Participants

2.1. Authorised Participants

The Referral Challenge is open exclusively to three (3) types of Participants:

- Employees, members of the Econocom Group companies located within the territory of the Netherlands, which are eligible for the Referral Challenge and listed in Appendix 1 of these Rules under 'The Netherlands' (hereinafter, the "Dutch **Econocom Entities**"). Only employees who are not in a trial period or notice period are authorised to take part in the Referral Challenge.
- Commercial agents, legal entities or natural persons acting as sole proprietors ('*eenmanszaak*') whose registered office or principal place of business is located within the territory of the Netherlands, that have concluded a commercial agent contract with one or more Dutch Econocom Entities which is in force during the period of the Referral Challenge. This contract must meet the requirements of Section 4, Title 7, Book 7 of the Dutch Civil Code applicable in the Netherlands, or those set out in Directive no. 86/653/EEC of 18 December 1986.
- Econocom service providers, legal entities whose registered office is located within the territory of the Netherlands, that have entered into a service contract with one or more Dutch Econocom Entities enabling them to play an active and key role in the operation and organisation of the said Dutch Econocom Entities.

Any participation in the Referral Challenge is strictly nominative and the Participant may under no circumstances take part in the Referral Challenge on behalf of other natural persons or legal entities. If the Participant is a legal entity, its participation is unique and indivisible: only one participation may be accepted on its behalf, regardless of the number of natural persons affiliated to this legal entity.

Only natural persons/legal entities bound by a contract with Econocom may take part in the Referral Challenge.

2.2. Excluded Participants

Among the persons mentioned in Article 2.1, the following are not authorised to participate in the Referral Challenge:

- members of the Econocom Management Committee (group, activity or country), employees of the Human Resources department of the Dutch Econocom Entities;
- independent service providers working for the Human Resources department of the Dutch Econocom Entities;
- any employee whose variable remuneration is partly based on the Referral Challenge;
- as well as the spouses, ascendants, direct descendants or other relatives, whether or not living under the same roof, of all the persons previously mentioned.

It is specified that the persons mentioned above remain free to propose to Econocom or to the relevant Dutch Econocom Entities profiles of potential Agent Candidates or Sales Candidates to be referred, but may not receive a Referral Reward in return.

Article 3: Duration

The provisions of these Rules come into force from **1 January 2025** to 31 December 2025, i.e. for a period of one (1) year.

A Referral Form, as referred to in Article 5.1, that is submitted outside this period will not be taken into account. The Rules will continue to apply after the end of the Referral Challenge for Participants who have submitted the application of a Candidate, which has resulted in the signature of a contract with Econocom or a Dutch Econocom Entity during the Referral Challenge's validity period.

However, Econocom reserves the right to postpone, modify, cancel, shorten or extend the Referral Challenge at its discretion. In any event, Econocom cannot be held liable in this respect.

Article 4: Conditions for participation

Any participation in the Referral Challenge implies pure and simple acceptance of these Rules in their entirety, without condition or reservation.

All participations in the Referral Challenge must be fair.

Any participation in the Referral Challenge implies respect for Econocom's values, and in particular those linked to the ethical rules promoted and decreed by Econocom, as well as acceptance of Econocom's Code of Business Conduct by the Participant.

By accepting these Rules, the Participant (i) unreservedly agrees to comply with Econocom's Code of Business Conduct set out in Appendix 2, (ii) certifies on his/her/its honour that he/she/it has not committed any practice that would be contrary to the rules of the said code, and (iii) undertakes to take all measures to avoid any criminal behaviour in the context of his/her/its future activities.

Econocom pays particular attention to strict compliance with the measures taken to act against corruption of probity laws. In this respect:

- the Participant undertakes not to misuse the purpose of the Referral Challenge to engage in conduct that would be contrary to the laws and regulations on probity;
- the Participant undertakes not to promise the Candidate any advantage whatsoever with the aim of persuading him/her to apply and ultimately benefit from the Referral Reward(s);
- the Participant undertakes not to resort to any fraudulent manoeuvres to encourage the Candidate to participate in the commercial agent or sales employees recruitment process;
- Referral Rewards may not be used to unfairly obtain a contractual advantage or a contract;
- any agreement between the Referrer and the Referred Agent or Referred Sales aimed at sharing all or part of the Referral Reward(s) is prohibited. Any breach of this principle exposes the Participants to exclusion from the Referral Challenge and to the return of any rewards received, in any form whatsoever, in the context of the Referral Challenge, as well as to civil liability in legal proceedings;
- any infringement of these Rules is likely to constitute a breach of the duty of loyalty and consequently exposes the Participant who is an employee of Econocom to disciplinary sanctions.

If they have any doubts or questions about a situation they have encountered, Participants are invited to contact the Human Resources department of the Dutch Econocom Entity to which they are linked, to ask about the Referral Challenge and authorised behaviours or, on the contrary, behaviours that are prohibited and/or abusive. They may also send any questions to the following e-mail address: mission-impossible@econocom.com.

Article 5: How to take part in the Referral Challenge

5.1. Practical information

Any participation in the Referral Challenge implies validation, by Econocom, of the Participant and then, where applicable, of the Candidate.

The Participant must have obtained the Candidate's prior agreement to the submission of his/her application.

To take part in the Referral Challenge, the Participant must:

- Ensure that he/she is eligible under Article 2 and Article 4 of these Rules;
- Ensure that the Candidate agrees to the submission of his/her application, and that his/her profile meets the requirements set out in Article 6 of these Rules;
- Go to the "Mission Impossible" website (URL: <https://mission-impossible.econocom.com/>) and complete the application form (hereinafter referred to as the "**Referral Form**"), which includes:
 - o Information about the Participant, in particular: his/her surname, first name, telephone number, e-mail address, status as a Participant (Econocom employee, commercial agent, or Econocom service provider), as well as other information about his/her current position;
 - o Information about the Candidate, in particular: his/her surname, first name, telephone number, e-mail address and current position;
- Accept these Rules by ticking the two boxes "*I confirm that I have informed the referred person about sending their contact details to Econocom, have obtained their consent, and can provide proof of consent when necessary*" and "*I confirm that I have read the Rules related to the Referral Challenge*", then click on the "Send" button.

5.2. Multiple participations

The Participant may submit as many Candidates' profiles as it wishes throughout the duration of the Referral Challenge, by repeatedly submitting the Referral Form. However, a Candidate's profile may only be submitted once. In the event that the same Candidate's profile is submitted by different Participants, the day and time at which the said Participants sent the Referral Form presenting such profile will be taken into account to determine which of the Participants was the first to submit the Candidate's profile.

Similarly, the Participant may submit the profile of Candidates located in countries other than the one in which he/she/it is established. The application of the candidate(s) concerned must then be submitted to the Dutch Econocom Entity of the candidate(s)' location.

5.3. Procedures for validating participation in the Referral Challenge

The Participant's participation will be deemed validated by Econocom unless Econocom sends a notification of refusal of the participation by e-mail sent to the Participant's e-mail address given in the Referral Form within an indicative period of thirty (30) calendar days.

Any participation that is not compliant, incorrectly filled in, illegible, incomplete or erroneous will not be valid and will therefore be disregarded. Any attempt to defraud, cheat or circumvent these rules will invalidate the Participant's participation. In the event of fraud or cheating, Econocom reserves the right not to award the Referral Reward(s) and/or to prosecute the perpetrator(s) and accomplice(s) of such fraud before the relevant courts.

5.4. Procedures for selecting or rejecting a Candidate

Econocom, on the basis of the opinions issued by the Sales Department, the General Management of the relevant Dutch Econocom Entity and the Mission Impossible Project Group Management, may either continue negotiations (preliminary discussions) with the proposed Candidate or reject the proposed Candidate.

Econocom will endeavor to inform the Participant as promptly as appropriately possible (after the Candidate has been informed personally) in the event of a decision to reject the proposed Candidate.

Rejection of an application is at Econocom's sole discretion and is based on the characteristics of the Candidate's profile presented, but also on other criteria relating in particular to compliance with the laws and regulations applicable at the time the application is examined.

Article 6: Agent Candidate's required profile and mandatory requirements

For the selection of Candidates intended to become Referred Agents or Referred Sales, priority will be given to profiles corresponding to the required profile as described below.

Required profile: experienced B2B salespeople with significant experience in at least one of Econocom's business lines (IT distribution, leasing, managed services, infrastructure & networks, audiovisual), who are keen to start or pursue a career either as an independent commercial agent for Econocom, and who have a strong entrepreneurial spirit, either as a sales employee.

Conversely, no Candidates' applications will be considered if the following mandatory requirements are not met:

- Candidates must be external to the Econocom Group. In particular, applications from the following persons will not be examined:
 - o current employees of the Econocom Group; or
 - o current commercial agents of the Econocom Group, or current employees or sub-agents of these commercial agents.

However, former agents, former service providers or former employees of the Econocom Group are eligible for Agent or Sales Candidate's applications.

- Candidates may not be related to the Participant (this term includes spouses, relatives in the ascending or descending line or other relatives, whether or not living under the same roof).
- Agent Candidates, which are legal entities or natural persons acting as sole proprietors ('*eenmanszaak*'), must have their registered office or principal place of business located in the same country as that of the Econocom Entity or Entities to which they intend to provide commercial agent services.

Article 7: Discussion process with the Candidate

Should the Candidate presented by the Participant be selected, the relevant Dutch Econocom Entity shall enter into a discussion phase with such Candidate in order to (i) assess his or her motivation, skills and availability and (ii) discuss with him or her the terms of his/her future contractual cooperation.

Econocom shall conduct negotiations with the Candidate without referring the matter to the Participant.

Exchanges may last several weeks (with an estimated duration of eight (8) to twelve (12) weeks) and result in either an agreement signed between the Referred Agent or Referred Sales and Econocom, or the discussions being abandoned in the absence of an agreement with the Candidate.

In the event that an agreement is reached at the end of the discussion phase, Econocom will notify the Participant (now the Referrer) of the date on which either the contractual agreement between Econocom and the Referred Agent, either from the employment contract between Econocom and the Referred Sales, comes into force.

Econocom will also inform the Participant of the failure of the discussion phase if no agreement has been reached with the Candidate, within one (1) month of the negotiations being abandoned.

Article 8: Referral Rewards

8.1. Amount of Referral Rewards

In the event that an agreement is signed between the Referred Agent and Econocom or employment contract between Econocom and the Referred Sales, the Referrer may benefit from one or more Referral Rewards, under the conditions set out below.

There are three (3) Referral Rewards, a signing reward and two performance rewards (a Trip Reward and a Gold Reward):

- The "Signing Reward", in the amount of 1,000 euros net: it will be paid to the Referrer within the month following the signing of the contract between Econocom and the Referred Agent or Sales.
- The "Trip Reward", corresponding to a trip (including transportation, accommodation, meals, and visits) to a country within the European Union, with an approximate value of 3000 euros including VAT per person for both the Referrer and the Referred Agent or Referred Sales (hereinafter, the **"Trip"**). The Referrer and the Referred individual may participate in the Trip if (i) the contract entered into between Econocom and the Referred Agent or Referred Sales is still in effect on the date when the performance threshold mentioned below is met and on the day the Trip takes place and (ii) the sales performance threshold expressed in turnover (the **"Trip Performance Thresholds"**, see Article 8.2) is reached by the Referred Agent or Referred Sales within this period.
- The "Gold Reward", corresponding to a new electric vehicle of a European brand with a maximum value of 45,000 euros including taxes (hereinafter, the **"Vehicle"**). It will be awarded to the Referrer if (i) the contract entered into between Econocom and the Referred Agent or Sales is still in force twelve (12) months after its signature and (ii) the sales performance thresholds expressed in turnover (the **"Gold Performance Thresholds"**, see Article 8.2) are reached by the Referred Agent or Sales within the period mentioned under Article 8.2.

8.2. Granting conditions

The Trip Reward and the Gold Reward are Referral Rewards that are contingent upon the Referred Agent or Referred Sales achieving specific performance thresholds, the Trip Reward is awarded upon reaching the Trip Performance Threshold and the Gold Reward is awarded upon reaching the Gold Performance Thresholds (together, the **"Mission Impossible Performance Thresholds"**).

- To qualify for the Trip Reward, the Referred Agent or Referred Sales must, by the end of the Referral Challenge and no later than December 31, 2025, achieve a commercial performance threshold of 500 000 € in Business Volume (as defined in Appendix 3) across all activities and Econocom Entities, within a period of six months.
This threshold is to be reached based on a list of new accounts converted into active customers by the Referred Agent or Sales.
The Business Volume recorded on already active customer accounts assigned to the Referred Agent or Referred Sales by the mandating Econocom entity at the time the contract takes effect is not included in the calculation of the Trip Performance Thresholds.
No later than thirty (30) days after the above-mentioned deadline, Econocom will inform the Referrer whether the Trip Performance Threshold has been reached and, therefore, whether or not the Trip Reward has been awarded.
- The Gold Performance Thresholds differ according to the Econocom activities concerned and are set out in Appendix 3. They are set by each relevant Econocom Entity, under objective and non-discriminatory conditions.
The deadline for achieving the Gold Performance Thresholds runs from the date of entry into force of the agreement entered into between Econocom and the Referred Agent or Sales. At

the end of this period, Econocom will send an e-mail to the Referrer indicating whether or not the Gold Performance Thresholds have been reached, and therefore whether or not a Gold Reward will be awarded.

Only Participants bound by a contract with Econocom on the day (i) of the event leading to the payment of the Signing Reward and/or (ii) of the achievement of the Mission Impossible Performance Thresholds may receive a Referral Reward or an Additional Reward.

Econocom reserves the right not to award the Referral Reward or the Additional Reward if, in the opinion of Econocom Entity's Executive Management, due to an event attributable to the Referrer, it cannot reasonably be expected of Econocom to grant the Reward, applying the principles of reasonableness and fairness, regardless of when such event occurs. This includes, but is not limited to, conduct contrary to Econocom's values, particularly those related to the ethical rules promoted and decreed by Econocom, or in the event of any pre-litigation or litigation initiated between the Referrer and Econocom. The Referrer expressly agrees to these limitations and irrevocably waives any and all rights, claims or legal action to challenge Econocom's decision to withhold a reward under this program, on any grounds whatsoever.

8.3. Cumulative conditions

Signature Rewards and Trip and Gold Rewards are cumulative.

A Referrer may only receive one Trip Reward and one Gold Reward (and therefore one Trip and one Vehicle). In the event of multiple referrals by the same Referrer leading to Gold Performance Thresholds being reached on several occasions, the Referrer will be awarded, as from the second referral reaching the Gold Performance Thresholds, an additional reward of 10,000 euros gross for each Gold Performance Threshold reached (hereinafter, the "**Additional Reward**").

8.4. Payment terms

The Signing Reward and the Additional Reward will be paid into the Referrer's bank account, the details of which will be provided by the Referrer. In the case of Referrers employed by Dutch Econocom Entities, the reward will be paid into the bank account used for salary payments.

Article 9: Social and tax treatment of Referral Rewards

It is the responsibility of Referrers to inform themselves, to assess for themselves and to bear any consequences (tax, loss of social security benefits, etc.) linked to obtaining one or more Referral Rewards.

For Referrers who are Econocom employees, the reward paid in cash is considered to be a part of their salary and the reward paid in kind (Trip or Vehicle) is considered to be a benefit in kind. Both the cash reward and the reward paid in kind (Trip or Vehicle) constitute taxable income. In order for the employee to receive the reward(s) as described under section 8.1, the tax due on the reward(s) will be borne by Econocom. Econocom is free to decide how to cover this tax liability – either by grossing up the taxable amount or by using the discretionary scope of the work-related costs scheme (WKR). Grossing up may affect allowances or other contributions calculated on the basis of taxable salary. Any such consequences are the sole responsibility of the employee. If you have any questions on this subject, please contact the Econocom Human Resources Department or the relevant Econocom Entity.

For Referrers who are legal entities (agents or independent service providers), the Referral Reward constitutes taxable income, subject to corporation tax. It may not be assimilated to any remuneration/commission received under the terms of the contract entered into with an Econocom Entity. The Referrers, which are legal entities, undertake to declare the Referral Reward received by their own means and to apply the appropriate social security and tax treatment to it.

When, upon achieving the Trip Reward, a specific individual within an independent service provider is designated to participate in the Reward, as described in Article 10.1, third paragraph, Econocom aims to ensure that this individual can receive the reward on a net basis. To achieve this goal, Econocom will apply final tax assessment to the benefits in kind (the Trip) provided to someone other than internal employees, as outlined in Article 32ab of the Dutch Wage Tax Act 1964. Econocom will notify the independent service provider that they are responsible for paying the due tax through final assessment.

Article 10: Obtaining a Trip or Vehicle

10.1 – Obtaining a Trip

The Trip Reward may be granted to both the Referrer and the Referred Agent or Referred Sales.

The Referred Agent or Referred Sales may choose to participate in the Trip on a voluntary basis, even if the Referrer decides not to take part.

If the Referrer is a legal entity, it must expressly designate a specific individual from its organization to benefit from the Trip (it being understood that only one individual per company may participate).

The Trip cannot be transferred, assigned, or extended to spouses, ascendants, direct descendants, or other relatives, whether living with the Referrer and/or the Referred Agent or Sales or not.

The Trip will be organized by Econocom (or any travel agency of its choosing) and will take the form of a group trip bringing together all eligible Referrers and/or Referred Agents or Referred Sales who have chosen to participate.

The Trip will take place within the European Union no later than the end of 2026.

The dates, duration, destination, and itinerary of the Trip will be communicated to the Referrer.

Econocom alone is responsible for presenting the Trip to the referred Agent or Referred Sales and obtaining their consent to participate.

Referrers, who are employees of Econocom, and Referred Sales will not be required to take vacation leave to participate in the Trip.

The Referrer may not claim the cash equivalent of the Trip or request that it be exchanged for other goods or services of equivalent value.

10.2 – Obtaining a Vehicle

In the event of obtaining a Gold Reward and therefore a Vehicle, the order for the Vehicle will be placed by Econocom in the name of the Referrer. The invoice will be paid by Econocom but will be drawn up in the name of the Referrer. Econocom will inform the Referrer of the delivery times estimated by the manufacturer or reseller of the Vehicle. Econocom shall not be held responsible for any delay in delivery attributable to the manufacturer or reseller of the Vehicle. The transfer of ownership and risks will take place on the day the Vehicle is handed over by Econocom, by the supplier or reseller of the Vehicle. If the Referrer is a legal entity, ownership of the Vehicle will be transferred to the company.

The Vehicle will be handed over at the place and on the date agreed between Econocom and the Referrer, either at an Econocom Group site, or at the Referrer's home or place of business in the case of a legal entity.

The Referrer shall be fully responsible for registering and taking out insurance for the Vehicle and shall bear the full costs thereof. Econocom disclaims all liability in the event of misuse of the Vehicles.

The Referrer may not claim the cash equivalent of the Vehicle or request that it be exchanged for other goods or services of equivalent value.

All images or illustrations of the Vehicles used for the promotional purposes of the Referral Challenge, regardless of the medium used, are for illustrative purposes only and have no contractual value.

In the event of *force majeure* or circumstances beyond its control, Econocom reserves the right to replace the Vehicle with a vehicle of similar characteristics and equivalent value, after having previously informed the Referrer.

Article 11: Liability

In addition to last paragraph of Article 8.2, Econocom cannot be held responsible if the Referral Challenge has to be cancelled, shortened, extended, postponed or modified in the event of *force majeure* (including pandemics, war or natural disasters), or should an event beyond its control occurs.

Econocom may not be held liable for any event for which it is not responsible, particularly in the event of unavailability of the "Mission Impossible" website, technical failures making it impossible to continue the Referral Challenge, Internet network malfunctions, interruptions, data transmission delays, failures of the Participant's computer or any other problem related to communication networks, servers, Internet access providers, computer equipment or software.

Furthermore, Econocom may not be held liable for the loss of any data, the consequences of any virus, anomaly, or any technical, hardware or software failure of any nature whatsoever that prevents or limits the possibility of participating in the Referral Challenge or that damages a Participant's system. It is the responsibility of each Participant to take all appropriate measures to protect his/her/its own data and/or software stored on his/her/its computer equipment against any attack. Each Participant's connection to the "Mission Impossible" Internet site and participation in the Referral Challenge is made under his/her/its sole, unique and entire responsibility.

Finally, Econocom may not be held liable for any damage relating to the use of the Referral Rewards, particularly in the case of a Vehicle. Econocom shall under no circumstances be held liable for any malfunction of the Vehicle or for any use that does not comply with the rules of the traffic regulations.

Article 12: Confidentiality

All Participants, whether Referrers or not (employees of Dutch Econocom Entities, current commercial agents and Econocom service providers) undertake, for the duration of the Referral Challenge and for two (2) years after its expiry, not to disclose, except to the persons mentioned in Article 2, the very existence of the Referral Challenge, and in particular:

- the amount of the Mission Impossible Performance Thresholds; and
- the amount of the Referral Rewards.

By way of exception, the Referrer may inform the Referred Agent or Referred Sales of the existence of the Referral Challenge, the Referral Rewards, as well as the amount of the Mission Impossible Performance Thresholds, to the extent that the latter may be reached or not by the Referred Agent or Referred Sales.

In the event of non-compliance with this confidentiality obligation, Participants may be subject to the outright rejection of their participation or, in the event that their participation has already been accepted, to the loss of the benefit of the Referral Rewards. Furthermore, Econocom reserves the right to incur contractual liability.

Article 13: Personal data

As part of the organisation of the Referral Challenge, Econocom is responsible for processing the data collected from Participants / Referrers and Agent or Sales Candidates / Referred Agents or Referred Sales. In this respect, Econocom takes the appropriate measures to ensure the protection and confidentiality of the personal information that it processes or will be called upon to process, in compliance with the provisions of the General Data Protection Regulation and any other (national) privacy legislation.

Participation in the Referral Challenge requires the provision of personal data via the Referral Form available on the "Mission impossible" website (URL: <https://mission-impossible.econocom.com/>). In this respect:

- By submitting his/her/its participation on this website, the Participant explicitly gives his/her/its consent to Econocom to collect and process his/her personal data for the purposes of organising and managing the Referral Challenge.
The Participant acknowledges having been informed of Econocom's personal data protection policy and of his rights of access, rectification and, where applicable, deletion of personal data collected by Econocom in the context of the Referral Challenge, as well as of the procedures for exercising his/her/its rights.
- By providing the information concerning the Candidate, the Participant confirms:
 - o He/she/it has informed the Candidate in advance of the purposes and methods of processing his/her personal data;
 - o that he/she/it has obtained the Candidate's formal consent to the processing of his/her personal data with a view to Econocom examining his/her application for a commercial agent position;
 - o that he/she/it has provided Econocom with accurate and up-to-date information on the Candidate;
 - o that he/she/it has informed the Candidate of his or her rights relating to the confidentiality and protection of his or her personal data;
 - o that he/she/it has made a commitment to the Candidate to respect Econocom's personal data protection policy and to keep his/her application confidential with regard to his/her potential employer;
 - o that he/she/it is able to provide Econocom with proof of the Candidate's consent.

Data processing is described in Appendix 4 (Description of personal data processing) attached to these Rules.

Article 15: Applicable law and disputes

The law applicable to these Rules is Dutch law.

If one or more provisions of these Rules are declared null and void or inapplicable, the other clauses shall retain their full force and scope.

Any dispute arising in connection with the Referral Challenge shall be submitted to the relevant Dutch courts.

APPENDIX 1 : ECONOCOM ENTITIES

BELGIUM :

ECONOCOM LEASE SA/NV
A2Z SOLUTIONS SA/NV
BIS BEDRIJFS INFORMATIE SYSTEMEN BELUX ECONOCOM SA/NV
ECONOCOM PRODUCTS & SOLUTIONS BELUX SA/NV
ECONOCOM MANAGED SERVICES SA/NV
ECONOCOM DIGITALENT SA/NV
LYDIS BELGIUM SA/NV

FRANCE :

ATOS FINANCE SERVICES SAS
ECONOCOM FRANCE SAS
ECONOCOM SAS
ECONOCOM SERVICES & SOLUTIONS
ECONOCOM APPS, CLOUD & DATA SAS
ECONOCOM PRODUCTS & SOLUTIONS SAS
EXAPROBE SAS
HELIS SAS
ECONOCOM FACTORY SAS

GERMANY :

BB-NET MEDIA
ECONOCOM DEUTSCHLAND HOLDING GMBH
ECONOCOM DEUTSCHLAND GMBH
ECONOCOM SERVICES GMBH
ENERGY NET GMBH

IRELAND

ECONOCOM DIGITAL FINANCE LIMITED

ITALY :

ECONOCOM INTERNATIONAL ITALIA SPA
ASYSTEL-BDF SPA

LUXEMBOURG :

ECONOCOM PSF SA
ECONOCOM LUXEMBOURG SA

NETHERLANDS :

ECONOCOM MANAGED SERVICES BV
ECONOCOM NEDERLAND BV
BIS NEDERLAND BV
LYDIS BV
APLUSK BV

POLAND

ECONOCOM POLSKA SP. Z.O.O

SPAIN :

GRUPO ECONOCOM ESPANA SA
ECONOCOM SERVICIOS SAU
ECONOCOM PRODUCTS & SOLUTIONS SA
ECONOCOM CLOUD SLU
SEMIC SA
ESSENTIAM SLU
ECONOCOM SA

UK :

ECONOCOM LTD
ECONOCOM PRODUCTS & SOLUTIONS UK LTD

APPENDIX 2 : BUSINESS CODE OF CONDUCT

1) CODE OF CONDUCT (EMPLOYEES)

[000 Business code of conduct INTERNAL.pdf](#)

2) CODE OF CONDUCT (COMMERCIAL AGENTS AND ECONOCOM SERVICE PROVIDERS)

[000 Business code of conduct EXTERNAL.pdf](#)

APPENDIX 3 : GOLD PERFORMANCE THRESHOLDS

The Gold Performance Thresholds to be achieved are expressed in "Business Volume", in accordance with the definition accepted for internal reporting*. The Business Volume taken into account are those recorded in the accounting books by the relevant Econocom entity.

These thresholds are to be reached based on a list of new accounts converted into active customers by the agent or future agent.

The business volume recorded on already active customer accounts assigned to the agent or future agent by the mandating Econocom entity during the first 12 months (from the date of entry into force of the agreement concluded between Econocom and the Referred Agent) is not included in the calculation of the Mission Impossible Performance Thresholds.

**The Business Volume corresponds to the revenue recognized under IFRS standards plus revenue linked to sales and rentals of licenses alone, not recognized under IFRS CA.*

For EPS, the recorded Business Volume will be the billed revenue. For TMF, the recorded Business Volume will be the revenue recognized by the entity (signed and booked). For Services, the recorded Business Volume will be the one produced within 12 months following the commencement of the contract signed with the agent.

Econocom entity signing contract with new agent or sales		GOLD PERFORMANCE (in € - taxes excluded)
France	P&S	3,000,000.00
France	TMF	5,000,000.00
France	Services	2,000,000.00
France	Exaprobe	5,000,000.00
Spain	P&S	4,000,000.00
Spain	TMF	3,500,000.00
Spain	Services	3,000,000.00
Italy	P&S / Services	5,000,000.00
Italy	TMF	4,000,000.00
BeLux	P&S	4,000,000.00
BeLux	TMF	3,000,000.00
BeLux	Services	2,000,000.00
BeLux	BIS (AAS)	1,750,000.00
Germany	P&S	4,500,000.00
Germany	TMF	5,000,000.00
Netherlands	TMF	4,500,000.00
Netherlands	BIS (AAS)	2,500,000.00
UK	P&S	3,000,000.00
UK	TMF	3,500,000.00
Poland	TMF	2,500,000.00

APPENDIX 4 : DESCRIPTION OF PERSONAL DATA PROCESSING

As provided for in article 13 "Personal data", this appendix describes the data processing for which Econocom acts as Data controller in the context of the Referral challenge.

I. Purpose(s) of the processing

The aim of this Referral challenge is to recruit commercial agents or sales employees. This challenge is launched at European level to identify competitive profiles who could become commercial agents or sales employees for Econocom. The contact details of those Candidates will be used by the Human Resources teams and the Mission Impossible project team to approach these potential candidates.

The Referral challenge runs from February 1, 2024 to December 31, 2025, i.e. for a period of one (1) year and eleven (11) months.

II. Legal basis of the processing

The Participant explicitly consents to Econocom collecting and processing his/her personal data for the purposes of organizing and managing the Referral Challenge.

The Participant confirms that he/she has previously informed the Candidate of the purpose and means of processing his/her personal data and has obtained his/her consent.

III. Retention period

Personal data will be kept for three (3) years from the date of collection.

IV. Categories of individuals whose personal data are processed

The persons whose data is processed in the context of this Challenge are the following: Participants / Referrers and Candidates / Referred Agents or Sales

V. Categories of personal data processed

The categories of personal data processed are as follows:

☐ Identification data

- ✓ Last name
- ✓ First name
- ✓ Email address
- ✓ Mobile number

☐ Professional life

- ✓ Position
- ✓ Employer

VI. Data subjects rights

The data subjects have the right to access, rectify and delete their personal data in accordance with the provisions of the General Data Protection Regulation (GDPR) and the applicable national data protection law.

They can exercise their rights by contacting: mission-impossible@ecocom.com

They also have the right to refer to the Data Protection Authority in their country for any complaint relating to the way in which Econocom collects and processes their personal data.

VII. Recipients

The only persons who may process the personal data are the following:

- Sales Department
- General Management
- Mission Impossible project team
- Legal Department
- Country HR Managers

VIII. Transfers outside the EU

Personal data remains in each country of the European Union.

IX. Security measures

Personal data is stored on Econocom servers in France.

The following measures have been implemented to protect personal data.

Organizational security measures:

- Authorization management
- Compliance with a standard
- Integration of privacy protection in projects
- Management of third parties accessing data
- Personnel management
- Privacy Policy management

Technical security measures:

- Archiving
- Authentication
- Data backup
- Firewall
- Https access
- Logical access control
- Proxy
- Regular security updates
- SSL
- Strong password
- Traceability
- Website protection