

TERMS AND CONDITIONS FOR DISTRIBUTOR PARTNER

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MARKETING - DISTRIBUTION

Phone Design has a sound recording studio activity.

Phone Design mainly markets all of its services: I.V.R messages, voice over and musical creations, thanks to a national and international network from information and communication technologies companies (Operators, Integrators, ESN, MSP, Contact Centers...) that we call Partner or Distributor Partner.

MY PHONE DESIGN

The website **www.myphone-design.com** brings together all of the offers and services that Phone Design proposes to its distributor partners. For this subcontracting, Phone Design provides its distributor partners with all the tools necessary to production, promotion and sale of its services. These standard or tailor-made partnership programs, with support for the final customer or a customer using the Cloud, as well as their APIs, are mainly offered in White Label.

WHITE BRAND AND DEDICATED WEBSITE

The white label is a service designed for Distributor Partners to resume their account and market the services of the Phone Design studio under their own brand.

It is therefore a commercial mechanism for providing tools and products, without quoting the brand or the origin of the information transmitted.

For a majority of partnerships, Phone Design is therefore led to create a dedicated website, in the name and colors of the distributor partner. Thus the partner accepts that Phone Design can deposit and buy a domain name accordingly to the name of the studio to be created (for example: **www.name_of_the_partner_company-studio.com**). The partner distributor accepts that Phone Design uses its logo and name to create and illustrate this Studio website. The distributor partner accepts that the Studio website, tools and customer data are hosted by Phone Design's own means.

The website thus created in the name of our partner, contains a music catalog with more than 700 free of royalty music and thousands of commercial music, a cast of professional voice-over comedians under artistic contract, a library of examples of I.V.R messages (general and business) and the current communication banner. Websites studio with Accompaniment also present our loyalty offers: Open Pack Studio & Unique MusiC.

The Distributor Partner can promote its studio website and reference it. Any order taken on behalf of the Studio and accepted by the Distributor Partner will be honored from a studio recording point of view by Phone Design and honored from a technical and installation point of view by the Distributor Partner.

Phone Design undertakes that the url link of the studio website will be returned to the Partner Distributor within 15 days on simple written request.

Phone Design is not responsible when the products or services sold are revealed with their true origin to a final customer.

NON-COMPETITION COMMITMENT

Phone Design certifies and undertakes not to make direct sales to a final customer for whom it has executed an I.V.R messages order during the contract and even after termination of the contract or charter, unless written exemption from the part of the Distributor Partner and unless the user client is no longer in contract with the Distributor Partner. To meet this commitment, Phone Design must be able to identify the final customers and have at least their company name, full address and main phone number.

On the other hand, if another Distributor Partner, different from the original one the final customer had, places an order or creates a Lead, Phone Design will honor its directives.

Note that in the context of national or international markets, for multi-sites companies whose partner is not in contract with at least half of the "agencies", Phone Design can work directly and offer a framework contract. If such a direct multi-site contract already exists when the Distributor Partner becomes the integrator of one or all agencies, Phone Design can remain the direct supplier of such a business.

EXTRANET

The Extranet account is an interface which gives distributor partners full autonomy for viewing the tracking of orders, productions, deliveries, fleet subscribers, bills, in the form of interactive dashboards. Specially designed for indirect sales, the Extranet account is a 100% automated solution, accessible via a simple, logged and secure interface which allows partners to manage all services for their customers and employees.

PHONE DESIGN sends the Distributor Partner an login and an access code allowing him to log in to his EXTRANET as administrator. This account administrator allows access to all extranet module, accounting data included.

Phone Design can also send other logins and access code at the request of the Partner to obtain one or more users or tracking account. This second type of account is manageable to give access only to certain modules and/or functions of the extranet. Both types of access accounts can be created for as many Partner collaborators as desired on request.

These access codes are only based on a grant of access rights to our platforms. Phone Design cannot be held responsible for any transfer to other people other than those indicated in the contract he has obtained rights of use.

The Distributor Partner will therefore ensure the confidentiality of each login and code entrusted to him. Any data transmission made from the login of the Distributor Partner will be deemed to have been made by the latter.

All unauthorized loss, misappropriation or use of a login and / or access code and their consequences are the responsibility of the Distributor Partner. In all the cases mentioned above, the Distributor Partner undertakes to notify Phone Design without deadline, by email or letter, so that the latter proceeds to the change immediate entrusted login.

“WEB CALL STUDIO” PARTNERSHIP PROGRAM

WEB CALL STUDIO is the name of the partnership program with Support.

As part of customer support (request from the Distributor Partner to call client, advise and / or retain them), Phone Design's customer service teams communicate by phone, email or letter on behalf of the partner to **final customers**.

Phone Design adds the word "Studio" behind the company name of the Partner to do so. Phone Design presents itself in this name to communicate or advise the final customers of the distributor partner who accepts it.

With each new message order, the advisory team called "Sound Marketing Service" communicates with the final customer to offer him to write his messages and help him make his choices in general. Advisors are available every opened day from 9 a.m. to 12 p.m. and from 2 p.m. to 6 p.m.

Each file is relaunched for 4 weeks at the rate of 3 phone calls and 3 emails max. After that, a delivery of semi-personalized messages (company name with standard sentences) is triggered and billed with at any time thereafter, but possibility by the final customer to give final instructions for a second free and final delivery remains.

QUOTE ESTIMATES

If desired, the Distributor Partner may request that "his Studio" carry out quote estimates to its clients for Studio work. It is agreed in advance "quote" jointly written and validated by the Distributor Partner to appear on each quote. This quote describes the particularities and the amount of the technical costs of implementation of messages. This quote and the description of the calculations are entered in the process of the Extranet.

The accepted quote estimates are then sent back to the Distributor for invoicing. As part of the Account Opening, it is agreed in advance, that the quote estimate accepted by the final customer may be an Order Form for PHONE DESIGN, or, if a confirmation of Distributor order.

CUSTOMER AREA

A personalized space called **Customer Area**, accessible by contacts' email and their client studio number is made available to each final customer for entering their instructions, listening to messages for approval, access to history and possible downloading of messages already recorded as well as the Mix & Play Service when authorized by our partners.

CLOUD RECORDING PARTNERSHIP PROGRAM

CLOUD RECORDING is the name of the partnership program **without** Support.

Beforehand, the Distributor Partner reserves and pays a message credit. Each credit is valid for 3 years. Credit can also fill orders that require support, at the "support" rate.

An online ordering module integrated into the extranet allows the creation of I.V.R messages with or without music from the catalog (royalty free or non-royalty free), unaccompanied for advice, such as: Greeting message, music on hold, voice mail messages, I.V.R messages ... This online order module allows you to follow debits, place orders, enter customer details, provision or order the number of messages to be created: type, languages, duration, format. Automatic emails are sent to the final customer (Username + Access Code) so that they can enter their choices on the Studio website. Automatic reminders are sent according to the notified deadline (Approval date online) by the partner.

The Distributor Partner can select the choices instead of the final customer on the Studio space if he has his client's choices. The voice-over cast exclusively offers the following languages:

French, English, German, Spanish, Italian, Dutch, Chinese, Russian, American, Arabic, Portuguese, Flemish, Canadian French.

The period called "Online approval" which is entered by the partner, will allow us to send reminders by email to the end customer, up to 3 times, so that he does not forget to log in and confirm his directives. (Emails are created automatically by our server; an employee of Phone Design systematically checks them before sending and the Partner receives a copy). One week before the date set for online approval, the 3rd and last email will warn the customer that unless instructions are sent in the next 72h, semi personalized messages (Company name + sentence expected message type), which are presented to him in his personal customer area, will be produced and delivered. Generally speaking, whatever the circumstances, the approval of a Cloud Recording order results in debit in message-value from the credits available.

This debit is final. The Partner also has the possibility of placing a Cloud Recording order "without delay" so that his client has one or more messages provisioned to use whenever he wishes. In the absence of approval by the client in a 3 year delay, the order will be considered closed and the customer will no longer have access.

The Studio creates the messages and invites the final customer to listen to them on its customer area. The website asks him to approve the message or to create an after sale service request.

If the after-sales service request is justified (pronunciation indicated and not respected, montage, misinterpretation), the studio automatically corrects messages within 24 hours.

If the after-sales service request is unjustified (change of text, change of voice-over comedian, music, pronunciation not indicated or change of guidelines validated in general), the after sale service request email is returned to the Partner so that it can process the request. The messages are then debited and delivered, a new order must be placed.

PLEASE NOTE: no advice or telephone contact can take place as part of a Cloud Recording service.

MIX & PLAY

Mix & Play is a free web service made available to our Partners and their customers for unlimited music updates of messages recorded by Phone Design.

Phone Design grants its Partners non-exclusive and non-transferable use of the Mix & Play service. This service can only be used on behalf of the partner for the needs of its own customers.

The messages can be remixed with non-royalty free music or royalty free music.

Messages that have been ordered with music after 01/01/2016 are practically all eligible for Mix & Play. No appeal on the part of the Partner can be considered for the re-provision of files in this automatic mixing interface.

Messages for which the studio must download (via standard external box ADAGIO, GSM ...) are not available for this service. However if some messages happened to be inadvertently available for remixing, it should be noted that Phone Design would not download them for free.

There is no archiving of Mix & Play remixes and/ r downloads. Automatic remixing is done message by message with associated download according to the telephony formats offered.

WAVAPI

The Phone Design API is a RESTful interface for questioning and configuring parameters of Phone Design services, such as: Catalogs (Voice-over comedians, Music), Message ordering, Tracking indicators, Message downloads (Each message created in our studios has a unique ID reference).

WAVAPI allows us to see our applications as a set of services in the business of production of sound messages and their integrations, structured and correctly described, dialoguing according to an international standard.

The Functions Manual and the conditions of use are available on www.wavapi.com

APPOINTMENT OF A STUDIO MANAGER

The distributor partner will nominate a dedicated Studio Manager among its employees to studio management solutions. It is expressly stated that the mailbox of the Studio Manager, communicated when subscribing to My Phone Design services, is the primary email address of the Distributor Partner. Phone Design reserves the right to communicate with the Studio Manager at this address to inform him of the evolution of these conditions or his account. The

Distributor Partner undertakes so that his Studio Manager regularly consults the messages sent by Phone Design at its primary email address. Any communication carried out by Phone Design with the Studio Manager at his main email address is deemed to have been received and read by the Studio Manager. Phone Design also reserves the right to communicate at any time with its Studio Managers by all means available.

DURATION AND RENEWAL

The duration of the Partnership through the Charter or the Partnership Contract is provided for a period of 12 months and takes effect on the day of receipt of the reservation voucher or signed contract. It will then be renewed by tacit agreement for a period of 12 months, and so on, failing by one of the parties to have notified the other of its termination by letter recommended with acknowledgment of receipt subject to 2 months' notice before expiry.

PURCHASE RATE - DISCOUNT RATE

Distributor Partners have a purchase price for all Phone Design services. They generally benefit from a discount of 50% on public pricing on I.V.R messages services and 20% on MusiC Unique and Text To Voice products.

STORAGE OF MESSAGES

The storage of messages (whatever the number) after delivery has not been limited in time by Phone Design. Since 2010, all messages have been archived and accessible free of charge for re-use by our distributor partners. However, Phone Design does not undertake that all messages are accessible and recommends that its Distributor Partners store the messages they have ordered.

GUARANTEE OF COMPLIANCE WITH THE GDPR

As part of their contract, the parties undertake to comply with the current regulations applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th of April 2016 applicable from May 25th, 2018.

Thus, Phone Design guarantees its compliance with the GDPR for the subcontracting of personal data and declares to its distributor partner:

- that it presents the guarantees required with regard to the implementation of technical measures and appropriate organizational processes so that the processing meets the requirements of the GDPR (regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016) and guarantees the protection of the rights of the data subject,
- that he will process personal data in accordance with the GDPR and the instructions of the data controller,
- that he will scrupulously respect the obligations mentioned in article 28 of the GDPR and, more generally, the set of rules imposed by the GDPR for the treatment of personal data
- that he has a Personal Data Protection Officer (DPO) whose the contact details are: Dave LOES - IT Manager - 6 Rue Claude Jobert 10,000 Troyes
- that he keeps a written activities register, which may be communicated in whole or in part upon simple request.
- that he guarantees the conformity of any subsequent subcontractors, who will be brought to the attention of its distributor partner.
- that he will scrupulously respect his obligations of assistance and advice.
- that he will notify within 2 working days of their disclosure, the data breaches which affect it or that affect subsequent subcontractors.
- that this notification complies with the requirements of article 33 of the GDPR and that it contains in particular: the description of the violation and its extent, the name of the possible DPO or other contacts, description of likely consequences, description of measures taken or that the person responsible proposes to take to remedy the violation.
- that it implements physical security, logical security and training measures adapted to the context and that it complies with article 32 of the GDPR (security and confidentiality of data).
- that it implements integrated privacy protection measures (privacy by design) and “privacy by default” as defined by the GDPR and in particular its articles 24, 25.
- that it guarantees that the data is kept only in the places provided for in the contract and, in any event, that there is no data flow outside the European Union. If such transfers were considered, they must meet the requirements laid down by the GDPR and French law (adequacy decision, international agreement, standard contractual clauses, binding corporate rules, consent).
- that it has implemented measures likely to allow the exercise of the rights which are granted to them recognized by the persons concerned (information, access, communication, opposition / right to be forgotten, limitation, portability).
- that at the end of the contract he will notify the Distributor Partner and he will give him a reasonable time to recover data in an easily usable format

PERSONAL DATA PROTECTION POLICY

The purpose of the processing, its duration, its nature, the categories of people concerned, can be viewed on the website www.myphone-design.com in the Legal notice section/Consult our personal data protection policy.

LICENSE AND INTELLECTUAL PROPERTY

The distributor undertakes not to make any reproduction, even partial and under any whatever form, of I.V.R messages, voices and music delivered by PHONE DESIGN, risking immediate termination of the Charter or Contract and subject to damages and interests. PHONE DESIGN, with its committed responsibility for messages intended to be broadcast on public networks, reserves the right not to create messages likely to provoke legal proceedings on the part of third parties, as well as messages likely to be in breach regarding regulations and legislation. All complaints must be made by registered letter to the registered office of the General Management of PHONE DESIGN, within a maximum period of just 8 days from foreclosure.

PROPERTY

The messages created will remain the exclusive property of PHONE DESIGN until their regulations by the Distributor Partner.

BREACH OF CONTRACT - REMEDIES

In the event of non-compliance by the Distributor Partner with any clause of the contract herein and in particular in the event of non-payment of the sums due, and after a 15-day formal notice served by a registered letter with acknowledgment of receipt that remained ineffective, PHONE DESIGN may automatically terminate the contract without formality and at the Partner's expense Distributor. The totality then of the sums remaining due, will become immediately and full duty payable, and will include a lump sum indemnity (in application of article 1226 and following of the Civil Code modified by Ordinance n ° 2016-131 of February 10, 2016 - art. 2 - reforming contract law, the general regime and proof of NOR obligations : JUSC1522466R)), equivalent to the entire annual amount of rents due up to the expiration of this contract.

In addition, the sums paid as advance rent will remain with PHONE DESIGN, without prejudice to all damages if any.

The following facts will constitute, in particular, a breach of contract clause:

- non-payment by the Distributor Partner of the sums due to PHONE DESIGN in the 60 Days.
- insolvency of the Distributor Partner, opening of a property liquidation procedure or legal settlement against the Distributor.

Recourse. In the event of breach of contract, PHONE DESIGN can take legal appropriate actions to have the obligations and terms of the contract performed by the Partner Distributor or to obtain compensation for non-performance of these obligations and terms.

COMPLIANCE WITH ANTI-CORRUPTION LEGISLATION

Each Party undertakes to comply with anti-corruption laws and in particular the provisions stemming from the Sapin Law 2.

SETTLEMENT MODES

France / Europe

First order

Complete an account opening file provided by phone Design + a Bank Account Certificate

Please note: these conditions are applicable for any Distributor Partner who has not passed orders during the last 12 months.

Next Deliveries

Payment at 45 days End of Month as an exception or 60 days Net maximum, by check, bank transfer or direct debit. In case of exceeding the authorized outstanding, an acceptance of direct debit will be mandatory and must accompany the order so that this is processed.

General rule on payment deadlines in accordance with management directives General Competition, Consumption and Fraud Repression:

The period agreed between the parties to settle the sums due cannot exceed sixty net days from the date of issue of the invoice or, by way of exception, 45 days end of months, provided that this overriding period is included in the contract and does not constitute

manifest discrimination against the creditor. In addition, the payment period for periodic invoices (provided for in 3 of 1 of article 289 of the General Tax Code) cannot exceed forty-five days from the date of issue of the invoice. If there is no time limit agreed between the parties, an additional period applies, lasting thirty days from the receipt of the goods or the performance of the requested service.

Professionals who fail to comply with these provisions incur a administrative fine whose amount cannot exceed € 75,000 for a natural person and 375€ 000 for a legal person with possible publication of the penalty on all supports (website of the DGCCRF, but also of the sanctioned company, press, etc.).

Overseas Departments and Territories/ Other Countries

Advance payment of a "credit" by bank transfer or acceptance of payments by debit.

Credit: For some of our "Web Services" (CLOUD RECORDING for example), or within the framework of a specific Partnership, the payment of an advance "credit" may be mandatory. Credit is also possible on request as part of classic support services. Debits / credits are displayed in real time on the Extranet. The debits recorded by the Studio are effective and final upon acceptance of the order and cannot give rise to any recourse from the Partner.

In the absence of payment by the due date, the sums due will automatically carry, and without deposit in default, interest on a 1.5 times base, the legal interest rate and in proportion to the number of days late. The rates are subject to annual review on each anniversary date, in according to the INSEE index of "Consumer prices, France, service categories". Base 100 Year 1990. The benchmark allowing the percentage calculation increase being the last published before the anniversary date.

FEES AND TAXES

All directory fees, stamps, formal notice, recovery procedure, registration, tax and other taxes to the State, are the exclusive responsibility of the Partner Distributor. Our prices do not include the rights and taxes linked to broadcasting and due to SACEM and related rights, payable on first request from royalty services except for our royalty-free music, whose certificates are sent Free to final customers, provided they get their full contact details and they have sufficient authority to collect and / or transmit this information internally.

MODIFICATION OF THE SERVICE OR GENERAL CONDITIONS OF SALE

We reserve the right to make changes to our Website, our procedures, and our terms and conditions, including these Terms and Conditions Sale at any time. You are subject to the terms and conditions, procedures and Terms of Sale in force at the time you order a service from us, unless a change to these terms and conditions, or these General Terms and

Conditions are required by an administrative or government authority (in this case, this change may apply to previous orders you have made). Yes one of the stipulations of these General Conditions of Sale is deemed to be invalid, void or inapplicable, for whatever reason, this stipulation will be deemed to be divisible and will not affect the validity and efficiency of the remaining stipulations.

PHONE DESIGN is committed to regularly updating the terms hereof in order to take into account any jurisprudential and / or technical development.

ATTRIBUTIVE JURISDICTION CLAUSES

This contract, governed by the legal provisions on distance and online sales, is deemed concluded at the place of performance of the service, either at the registered office of the company PHONE DESIGN located at 9 Rue Denis Papin 10000 TROYES - France. It is formally agreed that the Commercial Court of Troyes will have sole jurisdiction to hear disputes which could arise due to the interpretation or execution of these agreements and even in the event of multiple defendants and third parties.