

**INTRA GROUP AGREEMENT
ACCEPTATION OF THE AXA BINDING CORPORATE RULES**

This Intra Group Agreement of acceptance of the AXA Binding Corporate Rules (hereinafter "**BCR Acceptation Agreement**") is entered into on November 13th, 2019 by and between

- (1) **AXA SA**, a joint stock corporation incorporated under the laws of France, having its registered office at 25, avenue Matignon – 75008 PARIS France, registered with the Registry of Commerce and Companies of Paris under number 572 093 920,
represented by George STANSFIELD, acted as Deputy Chief Executive Officer and Group General Secretary, duly empowered for purposes hereof,
hereinafter referred to as the "**AXA SA**";

AND

- (2) **SATEC GROUP**, having its registered office at Immeuble Le Hub – 4 place du 8 mai 1945 – CS 90168 - 92532 LEVALLOIS PERRET CEDEX with the Registry of Commerce and Companies of Nanterre under number 784 395 725
represented by Fabrice NUTTENS, acted as president of Satec Group, duly empowered for purposes hereof,
hereinafter referred to as the "**Acceding BCR AXA Company**";

SATEC GROUP and AXA SA are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS within AXA Group and companies engaged in a joint economic activity with AXA Companies, various types of Personal Data processes are implemented and Personal Data is transferred to AXA Companies or companies engaged in a joint economic activity with AXA Companies located outside the EEA.

WHEREAS, a number of the AXA Companies and companies engaged in a joint economic activity with AXA Companies (the BCR AXA Companies) have established a set of Binding Corporate Rules for the transfer of Personal Data from AXA Companies or companies engaged in a joint economic activity with AXA Companies located in the EEA to AXA Companies or companies engaged in a joint economic activity with AXA Companies located outside the EEA (the "**BCR**");

WHEREAS, the Acceding BCR AXA Company wishes to be able to benefit from the BCR;

WHEREAS, AXA S.A. has been granted the right and power by the BCR AXA Companies to enter into BCR Acceptation Agreements with AXA Companies, on their behalf, to allow the accession of BCR AXA Companies to the BCR;

IT HAS BEEN AGREED AS FOLLOWS:

1. DEFINITIONS

All capitalised or defined terms in this BCR Acceptation Agreement shall have the meaning assigned to it in the BCR or in the BCR Agreement.

2. PURPOSE

The purpose of this BCR Acceptation Agreement is to establish the Acceding BCR AXA Company as a party to the BCR and to the BCR Agreement.

3. BINDING NATURE OF THE BCR

The Acceding BCR AXA Company hereby expressly acknowledges and accepts that it will comply with the rules, principles, rights and obligations set out in the BCR and of the BCR Agreement and expressly accepts to be bound by the entirety of the terms of the BCR and of the BCR Agreement during the entire term of its participation to the BCR and the BCR Agreement.

Accordingly, the Acceding BCR AXA Company becomes, as of the effective date of this BCR Acceptation Agreement, a BCR AXA Company and undertakes to process Personal Data in accordance with the terms of the BCR and to submit to all the obligations set out in the BCR and the BCR Agreement.

4. PARTIES TO THE BCR AND TO THE BCR AGREEMENT

The Acceding BCR AXA Company hereby expressly grant AXA S.A. the right and power to represent it for the sole purpose of signing, on its behalf, the necessary BCR Acceptation Agreement to allow BCR AXA Companies to accede to the BCR.

The right and power granted above to AXA S.A. by the Acceding BCR AXA Company is expressly and exclusively limited to the signature of BCR Acceptation Agreements and shall not be interpreted as granting AXA S.A. any further right or power of representation of the Acceding BCR AXA Company. Such right and power shall not have any influence on the liability of each BCR AXA Company with regards to the BCR.

5. LIABILITY

In accordance with, and subject to, the terms of the BCR and of the BCR Agreement, the Acceding BCR AXA Company acknowledges and accepts that:

- Each BCR AXA Company shall bear the sole responsibility for the breaches of the BCR which fall under its responsibility, towards, as the case may be, other BCR AXA Companies, competent Regulated Jurisdiction Data Protection Authorities and Regulated Jurisdiction Data Subjects. If the Data Exporter is not based in the EEA but processes EEA Data Subject Personal Data in the EEA, the competent jurisdiction shall be in the country where such processing takes place. Where EEA Data Subject Personal Data originates from an EEA Data Exporter, the competent jurisdiction shall be the place of establishment of the first EEA Data Exporter.
- Each Data Exporter is individually liable for any harm a Regulated Jurisdiction Data Subject may suffer due to any breach of the BCR committed by itself or by a Data Importer having received the Personal Data transferred from a Regulated Jurisdiction pursuant to a Relevant Transfer or Onward Transfer originating from the related Data Exporter. Where EEA Data Subject Personal Data originates from an EEA Data Exporter, each EEA Data

Exporter is individually liable for any harm an EEA Data Subject may suffer due to any breach of the BCR committed by itself or by a Data Importer having received the Personal Data transferred from the EEA pursuant to a Relevant Transfer or Onward Transfer originating from the related EEA Data Exporter.

- Each BCR AXA Company shall be responsible for the loss or damage as a result of its own breach of the BCR. No BCR AXA Company shall be liable for the breach committed by any other BCR AXA Company, except in the case of a breach by Data Importer where the Data Exporter may compensate the Regulated Jurisdiction Data Subject first and then seek reimbursement from the Data Importer.

Nothing in this agreement or the BCR shall make a BCR AXA Company liable to Regulated Jurisdiction Data Subjects for losses or damages which the Regulated Jurisdiction Data Subject could not have recovered under the provisions of the data privacy law in Regulated Jurisdiction in which the Regulated Jurisdiction Data Subject resided at the time Personal Data was collected about him/her.

6. TERMINATION

This BCR Acceptation Agreement shall remain in effect as long as the BCRs themselves remain in effect unless terminated in advance by one of the Parties with at least six (6) months' written notice to the GDPO. Any BCR AXA Company which ceases to be a member of the AXA Group shall thereupon cease to be a party to the BCR and to the BCR Agreement, but shall remain liable for all obligations under the BCR and the BCR Agreement to which it became subject up to the date when it ceased to be a party to the BCR and the BCR Agreement.


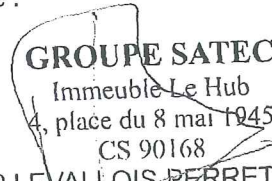
7. MISCELLANEOUS

AXA S.A. shall be authorized to transfer all or part of its rights and obligations hereunder to any entity of its choice within the AXA Group located in the EEA.

8. SIGNATURE PROCESS

This BCR Acceptation Agreement may be executed in a numeric format which means that the signature may be delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Drawn up in two counterparts,

For AXA SA	For Satec Group
Name : George STANSFIELD	Name : Fabrice NUTTENS
Title : Deputy Chief Executive Officer and Group General Secretary	Title : President of Satec group
Place: Paris	Place: Levallois
Signature : 	Signature : 
Stamp :	Stamp : GROUPE SATEC Immeuble Le Hub 4, place du 8 mai 1945 CS 90168 92532 LEVALLOIS-PERRET CEDEX Tél. : 01 42 80 15 03 - Fax : 01 42 80 59 32 SAS au capital de 36 344 931,66 € - N° Orias 07000665 RCS Nanterre 784 395 725 TVA Intracommunautaire : SATEC FR 70 784 395 725