



Appendix I

to the Engagement Agreement between VoxAppeal and its supplier

(To be dated and initialled by the supplier, or otherwise agreed to tacitly by the acceptance of any engagement that refers to the present document).

Non-Disclosure, Confidentiality and Non-Competition

The supplier, in accepting an order from, is committed in addition to respecting the following:

- the confidentiality of information relative to the activities, price, conditions and the clientele of VOXAPPEAL, with no time limitation ;
- the confidentiality of documents of VOXAPPEAL's clients, with no time limitation ;
- the principle of non-competition, namely, being prohibited from directly soliciting the clients of VOXAPPEAL with the aim of offering translation, interpreting, audio or video, communications, DTP services or any other professional services offered by VOXAPPEAL, on the supplier's own behalf or on behalf of any third party or to accept any such proposition of services without the explicit written agreement of VOXAPPEAL, for a period of one year after settlement (payment) of the last contract between VOXAPPEAL and the supplier concerned.

This Purchase Order takes effect only upon confirmation of its reception by the supplier concerned. Acceptance of any order following reception of these conditions, presumes the tacit acceptance thereof.

The REFERENCE number quoted on the Purchase Order form is unique to the job lot mentioned; copying or reproduction without a new reference number in no way constitutes a new order.

Invoicing and payment

Unless otherwise specifically and exceptionally indicated, all payments are made by bank transfer, in euro. The Company policy is to make payments to suppliers within France at the latest 45 days from the end of the month of the date of the invoice unless otherwise stipulated, and payments to suppliers outside France at the latest 30 days from the end of the month of the date of the invoice unless otherwise and exceptionally stipulated, notwithstanding any delays in crediting payments attributable to the supplier's bank.

All invoices must be sent to **VoxAppeal, and ideally in pdf format by e-mail**, since all of these documents are digitized along with our full address:



Contact address:

VoxAppeal

6 square des hautes ourmes

35200 Rennes

France

The e-mail should be sent to the following unique address: admin@voxappeal.com

The e-mail and the invoice must be written in either *French* or *English*.

The latest version of this document is accessible at <http://www.voxappeal.com/en/NDA-VoxAppeal-en.pdf>.

- The e-mail should not be addressed or copied to any other e-mail addresses as they WILL NOT be taken into account.
- Any payment-related queries must be addressed to admin@voxappeal.com directly.
- Several project references may be included on the same invoice, but for a single entity only; a separate invoice should be sent to any other entity.
- VoxAppeal company information: SIRET no.: **in progress**; VAT INTRA no.: **in progress**

Telephone queries may be made to the following number if required:

Tel.: +33 (0)970 468 200

To facilitate payment, invoices must include:

- Supplier's intra-community VAT number (if registered within Europe)
- The order number for each reference concerned
- Price per unit, package or service ordered
- Supplier's complete bank details (may be sent for recording on first invoicing) -
RIB for suppliers registered in France, or, for suppliers outside of France -
IBAN + BIC/Swift + Bank name + full bank agency address + account holder's name
+ account holder's full address.

Bank Transfers are made according to standard SHA (Shared charges) conditions, whereby bank charges are paid by the account holder at the bank concerned.

As the Group's accounting office regularly handles invoices from thousands of suppliers, cooperation with the above will allow for fluid processing, and is much appreciated.

This document is a bona fide translation of the French NDA which is the only one to be legally binding. It can be accessed at <http://www.voxappeal.com/fr/NDA-VoxAppeal-fr.pdf>. In the event of dispute, the courts of Rennes (France) have sole jurisdiction according to French Law.

Date:

Signature:

Last modified, date: 03 December 2013