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## GENERAL CONDITIONS

### STREFF - DATA PROTECTION SERVICES (PSF) S.à r.l.

#### 1. Definitions

1.1. In these general terms and conditions ("**GTC**") applicable to Streff - Data Protection Services (PSF) S.à r.l., capitalized terms have the meanings given to them below or, where applicable, in the Framework Agreement:

**Framework Agreement:** form signed by the Customer summarising the Services purchases as well as their terms and conditions of execution and acknowledging the acceptance of these GTC.

**Data Protection Agreement:** the data protection subcontracting agreement.

**Customer:** the professional signatory to the Framework Agreement or, in the case where the signatory has a mandate, the professional whose information has been mentioned in the Framework Agreement.

**Special Conditions ("SC"):** the conditions specifically governing certain Services.

**Contract:** together, the Framework Agreement, the GTC, the SC where applicable and the Data Protection Agreement.

**CSSF:** Financial Sector Supervisory Commission (*Commission de Surveillance du Secteur Financier*).

**Confidential Information:** any information transmitted by one Party to the other Party in connection with the Contract and which is identified as confidential or which, having regard to its nature or circumstances, must reasonably be considered confidential (including any document provided to STREFF in connection with the Services). However, this excludes information that (i) has fallen or may fall into the public domain at no fault of the receiving Party, (ii) is known to the receiving Party before the disclosing Party discloses it to it, (iii) is independently developed by the receiving Party or (iv) is legitimately received from a third party not subject to an obligation of confidentiality.

**Party(ies):** collectively STREFF and the Customer, and individually STREFF or the Customer.

**Services:** the services offered by STREFF and in particular, collectively or individually, the services of transport (including moving and the sale of moving equipment), archiving, scanning and destruction of documents offered by STREFF.

**STREFF:** Streff - Data Protection Services (PSF) S.à r.l., a limited liability company registered in the Luxembourg Trade and Companies Register under number B11477, whose registered office is at 5, rue Pierre Flammang, L - 8399 Windhof, authorised by the CSSF to act as a Professional in the Financial Support Sector under number I0000000016.

**Applicable Rates:** rates negotiated between the Parties at the time of conclusion of the Contract and having, where applicable, changed following the indexation provided for in Article 5.2.

1.2. The Contract is concluded in French. If the Contract or some of its constituent elements are translated, the French version shall prevail.

#### 2. Purpose

2.1. The purpose of these GTC is to define the contractual relations between the Parties in the context of the provision of the Services.

2.2. For some Services, Special Conditions supplement these GTC.

#### 3. Parties' obligations

3.1. The Parties undertake to have the necessary authorisations and permits and to have made all the necessary notifications to conclude and execute the Contract.

3.2. STREFF shall use its best efforts to provide the Services in accordance with the indications set out in the Framework Agreement, subject to technical constraints, available resources and contingencies inherent in the provision of the Services and shall endeavour to ensure the continuity and quality of the Services.

3.3. The Services are provided in the Grand Duchy of Luxembourg. In the event of a change in the place of provision of the Services, STREFF undertakes to inform the Customer with two (2) months' notice.

3.4. The Customer warrants (i) that it meets its legal and regulatory obligations regarding subcontracting and (ii) that it has verified before the conclusion of the Contract that the Services meet its needs.

3.5. The Customer undertakes to cooperate with STREFF in order to enable STREFF to provide the Services. In the event that the Customer does not fulfil its obligation of cooperation and in particular the obligations stipulated in Article 4, STREFF reserves the right to invoice the Customer for any resulting additional services.

3.6. When the Services require STREFF to visit the Customer's premises, the Customer undertakes to guarantee STREFF a parking space and to give STREFF access to the storage facilities at the times and places indicated in the Framework Agreement or agreed between the Parties. When the Services are provided at the Customer's premises, the Customer shall provide STREFF with a secure space in which the services can be performed.

3.7. When the Customer accesses STREFF's premises, it undertakes to comply with all STREFF instructions.

3.8. The Customer undertakes to ensure that the goods handed over within the framework of the Services are exclusively goods owned by it and which it has free disposal of. The Customer guarantees that the items given to STREFF within the framework of the Services are lawful and are not included in the list of prohibited items available on the website www.streff.lu.

#### 4. Specific provisions for certain Services

4.1. **Transport (including moving).** These Services are subject to dedicated SC that the Customer declares to have consulted, in addition to these GTC.

4.2. **Scanning.** The Customer provides STREFF with the documents to be scanned in a standard format accepted by STREFF. It guarantees STREFF that it has all the rights necessary to carry out the scanning. The scans are, at the Customer's choice, carried out on the STREFF device or on the Customer's device. In the latter case, the Customer understands and accepts that STREFF cannot be held responsible in the event of a technical problem related to the device used. STREFF also excludes any liability for defects intrinsically linked to the content or format of the documents. The Customer understands that the electronic copy thus created does not have the same legal value as a paper original. STREFF does not keep any copies of the scanned documents.

4.3. **Destruction.** As part of the Destruction Services, STREFF provides a certificate of destruction upon request. This certificate concerns the nature of the destruction and not the content of the destroyed object, as STREFF does not consult the documents before they are destroyed.

4.4. **Archiving.** As part of the Archiving Services, the Customer indicates on the identification form the persons authorised to access the archives. If the Customer wishes to amend this list, a legal representative of the Customer must notify this change by registered letter with

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ARCHIVING  
DOCUMENT DIGITALIZATION  
CERTIFIED SECURE DESTRUCTION  
MOVING AND STORAGE SERVICES  
VEHICLE STORAGE





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acknowledgement of receipt to STREFF together with proof of his signing authority. An inventory of the number (not content) of files is compiled when the documents are handed over. This inventory shall be binding on the Parties in the event of a dispute.

#### 5. Pricing, invoicing and payment

5.1. The price of the Services (excluding VAT) is agreed between the Parties in the Framework Agreement. When invoicing, STREFF charges the Services at the price indicated in the Framework Agreement, plus any applicable taxes and any additional charges if additional Services have had to be provided. Invoices are sent by any means to the contact details mentioned in the Framework Agreement (or any other address subsequently communicated).

5.2. STREFF reserves the right to automatically index the price of the Services on the evolution of the STATEC consumer price index.

5.3. The invoices issued by STREFF shall be deemed authentic by the Parties until proven otherwise. The Customer has a period of fifteen (15) days after the date of issue of the invoice to contest all or part of this invoice in writing and provide the reasons. Any such dispute does not release the Customer from the payment of the invoice.

5.4. Invoices must be paid thirty (30) days after their date of issue. In the absence of payment, STREFF reserves the right, without formality or formal notice, to automatically apply late interest equal to 6% of the invoice amount as well as a fixed compensation of forty (40) Euros.

#### 6. Confidentiality

6.1. The Parties undertake to preserve the confidentiality of the Confidential Information disclosed in the context of the performance of the Contract. As such, each Party undertakes (i) to use the Confidential Information of the other Party exclusively in the performance of the Contract and (ii) not to disclose the Confidential Information of the other Party to any third party, other than employees or agents who need to know it and who are subject to an obligation of confidentiality. STREFF's access to Confidential Information respects the principles of *need to know* and *least privilege*.

6.2. Confidential Information remains the property of the disclosing Party. However, the Customer is aware that it irrevocably divests itself of Confidential Information when it is submitted for destruction.

6.3. If the law, a competent authority or court requires the receiving Party to disclose Confidential Information, the receiving Party shall immediately inform the disclosing Party (provided that such information is legally permitted).

6.4. The obligation of confidentiality shall remain in force after the end of the Contract, as long as the information concerned remains confidential to the disclosing Party and, in any event, for a period of five (5) years after the end of the Contract.

#### 7. Protection of personal data

7.1. STREFF processes the personal data collected and provided by the Customer in accordance with the terms and conditions described in the Data Protection Agreement.

#### 8. Modification

8.1. Without prejudice to Articles 8.2 and 8.3, neither of the Parties may in principle unilaterally modify the Agreement.

8.2. STREFF is nevertheless free to modify the means and methods of providing the Services. If such a modification results in a substantial change in the Service or an additional cost, STREFF undertakes to inform

the Customer with one (1) month's notice, during which the Customer shall have the right to immediately terminate the Contract.

8.3. Except in the cases referred to in Article 8.2, STREFF reserves the right to unilaterally modify the Contract for any objectively justifiable reason (for example, in the event of technical constraints or legal or regulatory changes). In the event of a unilateral modification of the Contract by STREFF, the Customer will be informed by a mention on the invoices sent to it and, if necessary, on the STREFF website. The Customer has one (1) month from receipt of the invoice to notify its refusal to accept the amendments to the Contract. In such a case, the Parties shall use their best efforts to find an amicable solution.

8.4. STREFF undertakes to inform the Customer without undue delay of any change (of any kind) likely to have an impact on its ability to perform the Contract.

#### 9. Force Majeure

9.1. "Force majeure" means any unforeseeable, irresistible and exceptional situation or event beyond the reasonable control of the Parties that prevents the affected Party from fulfilling its obligations under the Contract, in whole or in part. Force majeure events include total or partial strikes at STREFF, floods, explosions or fires, prolonged freezing weather conditions and/or heavy rainfall or excessive snow accumulation, operational or production incidents at STREFF or its partners.

9.2. As from the notification of a force majeure event by one of the Parties, the obligations arising from the Contract shall be suspended until the end of said event.

9.3. If such an event lasts more than one (1) month, either Party is entitled to terminate the Contract with fifteen (15) days' notice, without compensation to the other Party.

#### 10. Term, suspension and termination

10.1. The Contract enters into force on the date the Customer signs the Framework Agreement.

10.2. The Contract is concluded for an indefinite period. Each Party has the right to terminate the Contract at any time with one (1) month's notice. The termination of the Contract must be notified by registered letter with acknowledgement of receipt.

10.3. Without prejudice to Article 10.2, in the case of Services purchased on an ad hoc basis (for example, for Destruction Services), the Contract is concluded for a fixed period corresponding to the duration of the performance of the Service concerned. For other Services, the Parties may also agree in the Framework Agreement that the contract is concluded for a fixed period.

10.4. In the event of any fault committed by the Customer in the performance of the Contract, STREFF reserves the right to suspend the Services without notice until the fault ceases and, where applicable, the resulting damage has been remedied.

10.5. Each of the Parties is entitled to terminate the Contract with immediate effect for serious misconduct. Such serious misconduct is, for example, committed by the Customer when it fails to pay its invoices despite two (2) reminders and, by STREFF, in the event of serious problems related to the continuity of the Services.

10.6. In the event of termination of the Contract, STREFF may provide Transition Services to the Customer at the Applicable Rates at the time of termination of the Contract. At the end of the Contract for Archiving Services, the Customer must collect the documents, indicate an address

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to which the documents must be delivered or order their destruction. STREFF reserves a right of retention until full payment for these Services has been received. In the absence of instructions from the Customer, it understands that the documents will be kept for one (1) year from the end of the Contract and then destroyed, at its expense.

10.7. In the event of STREFF's bankruptcy, the Customer has the right to claim the documents delivered to STREFF under the Contract.

#### 11. Compensation and limitation of liability

11.1. This Contract does not relieve the Customer of its legal and regulatory obligations or responsibilities to its end customers. It does not entail any delegation of responsibility from the Customer to STREFF, except with regard to the responsibility of professional secrecy when STREFF acts within the framework of Article 41(2bis) of the Law of April 5, 1993 on the financial sector, as amended.

11.2. STREFF's liability, both in contract and tort, in the performance of the Contract is limited to (i) 50% of the amounts paid for the lost unit (i.e. the box or pallet) by the Customer to STREFF excluding VAT during the 12 (twelve) months preceding the event giving rise to liability and (ii) to foreseeable, direct, personal and certain damage directly and exclusively attributable to it, excluding all damage that cannot be attributed mainly to STREFF and all indirect, incidental, consequential damage (including any loss of turnover, customers, contracts and/or staff costs) or punitive damage (in particular in the event of a sanction imposed by a competent authority). STREFF's liability is also excluded when the handling related to the Service has been carried out by the Customer (e.g. when the Customer destroys the documents itself or when it accesses the archives).

11.3. The Customer acknowledges that it waives any recourse as from the confirmation of acceptance of the work. In the absence of such confirmation, STREFF may be held liable within a period of six (6) months from the date on which the Customer became aware or should reasonably have become aware of the improper performance of the Contract.

11.4. However, STREFF's liability cannot be excluded in the event of damage or prejudice suffered by the Customer as a direct result of gross negligence and/or intentional misconduct duly established by the final decision of a competent court.

11.5. The fact of exercising a right or remedy late or not exercising it does not constitute a waiver of such right or remedy.

11.6. The compensation stipulated in the Contract constitutes the only compensation that the Customer may claim in connection with the performance of the Contract.

#### 12. Audit

12.1. STREFF undertakes to guarantee the access of the CSSF, the Customer's approved auditor and internal control functions to information relating to subcontracted activities in order to enable them to issue an opinion regarding the adequacy of the subcontracting. This opinion may, where applicable, be based on the reports of STREFF's external auditor.

12.2. Where the audit provided for in Article 12.1 is carried out by or on behalf of the Customer, the latter undertakes to use its best efforts to avoid disrupting STREFF's activities. The Customer shall inform STREFF with thirty (30) days' notice of its intention to carry out an audit. The date of the audit is agreed between the Parties, it being noted that it can only be carried out during STREFF's office hours. STREFF undertakes to cooperate with the Customer and will appoint a contact person to assist the Customer during the audit. If the audit lasts more than three (3) hours,

STREFF reserves the right to invoice the Customer for the costs of mobilizing its personnel at the Applicable Rates.

#### 13. Notifications - Proof and signature agreement

13.1. Any formal notice to be given in connection with the Contract must be sent to the other Party in writing.

13.2. The Customer shall inform STREFF in the event of a change in its contact details. STREFF will take this notification into account within ten (10) working days of receipt of the notification.

13.3. STREFF uses electronic means (for example, email, PDF documents or the affixing of a handwritten signature on an electronic medium) when concluding the Contract and in the context of the Services. The Parties agree that these electronic means have the same legal value as a handwritten signature on paper.

#### 14. Transfer of the Contract and subcontracting

14.1. The Parties may freely transfer all or part of their rights and/or obligations under the Contract to a third party provided that this third party provides equivalent guarantees (for the Customer in terms of solvency, for STREFF in terms of CSSF authorisation). The other Party shall be notified of such transfer no later than one (1) month before its entry into force.

14.2. The Customer hereby authorises STREFF to subcontract certain activities. In this case and in the event of a change of said subcontractor, STREFF shall inform the Customer by means of a notification with two (2) months' notice. STREFF shall supervise the subcontractor and remains liable for the acts or omissions of its subcontractor, within the limits defined in Article 11. The Customer is hereby informed that STREFF subcontracts the Transport Services (including moving) to Albert Streff S.à r.l. et Cie SECS (B163766).

#### 15. Severability - Entire Agreement - Priority - Amendments

15.1. If any provision of the Contract is deemed void, unwritten or otherwise unenforceable, the remainder of the Contract shall remain in full force and effect as if such provision had never been included. In such a case, the Parties shall use their best efforts to replace said stipulation(s) within a reasonable period of time.

15.2. The Contract, including the Framework Agreement, the GTC and the Data Protection Agreement, constitutes the entire agreement between the Parties for the provision of the Services and supersedes any prior agreements (oral or written) and exchanges relating thereto.

15.3. The applicability of the general terms and conditions, or any other contractual documentation otherwise issued by the Customer, is expressly excluded.

15.4. In the event of any discrepancy between the provisions of the Framework Agreement, the Data Protection Agreement, the SC and/or the GTC, the provisions of the contractual documents shall prevail in the order mentioned above.

15.5. The fact that a Party exercises a right or remedy late or fails to exercise it does not constitute a waiver of such right or remedy.

15.6. The Articles 5 (Pricing, invoicing and payment), 6 (Confidentiality), 11 (Compensation and limitation of liability), 15 (Severability - Entire Agreement - Priority - Amendments) and 16 (Applicable Law and Dispute Resolution) will remain applicable after the termination of the Contract.

#### 16. Applicable law and dispute settlement

16.1. The Contract and any related matter shall be governed by the laws of the Grand Duchy of Luxembourg.



# Streff®

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16.2. Without prejudice to Article 16.3, the Parties may use the CSSF's out-of-court complaint resolution procedure by using the form available on its website ([www.cssf.lu](http://www.cssf.lu)).

16.3. If the mediation procedure is not initiated, or does not result in any agreement between the Parties, the courts of the Grand Duchy of Luxembourg shall have sole jurisdiction to settle any dispute arising from the conclusion or performance of this Contract.

