



## GENERAL TERMS AND CONDITIONS OF SALE AND OF THE PROVISION OF SERVICES

### 1. DEFINITIONS

**Client:** A natural or legal person in a Business Relationship with Rcube Professional Services S.A.

**Contractual documents:** The quotation, purchase order, pricing conditions, service description and contract.

**Business hours:** The Company's business hours are from 8:00 a.m. to 6:00 p.m.

**Business days:** The Company's business days are from Monday to Friday, excluding public holidays in the Grand Duchy of Luxembourg.

**Party(-ies):** Rcube Professional Services S.A. and/or the Client.

**Product:** Any tangible or intangible goods sold, leased or made available; including any material, physical item, equipment, infrastructure installation, system and/or network component made available to the Client by Rcube Professional Services S.A. through a purchase order, contract or agreement.

**Business Relationship:** Any order, contract or agreement between the Parties.

**Service:** All services offered by Rcube Professional Services S.A. stated in the contractual documents.

**Company:** Rcube Professional Services S.A., with its registered office in L-8308 Capellen, 38-40 Parc d'Activités de Capellen, and registered under number B167480 in the Luxembourg Trade and Companies Register.

### 2. PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions of Sale and Services form an integral part of the contractual documents and define the rights and obligations of the Parties for any Business Relationship between the Company and its clients in the Grand Duchy of Luxembourg or abroad, irrespective of the location of delivery or provision of the service. Where appropriate, they shall be supplemented by special terms and conditions that shall prevail in the event of a legal dispute concerning these General Terms and Conditions.

### 3. ACCEPTANCE AND AMENDMENTS

The Client acknowledges that they have read the General Terms and Conditions of Sale and Services before entering into any Business Relationship with the Company.

The Client expressly acknowledges that signature or execution of any document referring to these General Terms and Conditions of Sale and Services constitutes acceptance thereof.

The Client expressly acknowledges that the implementation and use of any Product or Service constitutes acceptance of these General Terms and Conditions of Sale and Services.

Exemptions shall not be granted without the prior express approval of the Company. Any condition contrary to these General Terms and Conditions of Sale and Services that is imposed unilaterally by the Client in its general terms and conditions of purchase or in any other document shall be unenforceable on the Company, regardless of when it may have been informed of it.

The Company reserves the right to amend these General Terms and Conditions of Sale and Services. Without prejudice to Article 6, the amended General Terms and Conditions of Sale and for the Supply of Services shall be deemed to have been accepted by the Client provided that the Company has sent them to it beforehand and the Client has not disputed them within fifteen (15) days of such notification.

### 4. QUOTATIONS, ORDERS AND EXECUTION

Unless otherwise stated in the quotation, quotations given by the Company shall be valid for ten (10) days from the date of issue. During this time, they shall be subject to revision in the event of a rise in raw materials costs, higher supplier prices, exchange rate fluctuations, changes to the original project currently in hand or any other circumstance beyond the Company's control.

Any order placed with the Company shall be firm and binding for the Client as soon as the Company receives a confirmed quotation (constituting a purchase order), a purchase order or any other document constituting an order (for example, an email).

Apart from products linked to a specific project or order (e.g. BTO PC, licenses, a customised or non-standard product, third-party retail website), the withdrawal and return period is 14 days from the order date, with no financial penalty, apart from all costs relating to the return. Any unpackaged equipment or software will not be taken back under any circumstances.

It is expressly acknowledged that approval of the price quotation or any other document referring to an order by any member of the Client's staff constitutes express and full acceptance of all the contractual documents.

The Client acknowledges that it has made its commercial decision (i.e. any decision relating to ordering, purchasing or leasing Products and Services from the Company) in full knowledge of the facts, after having been duly informed by the Company of the advantages and limitations pertaining to the Products and Services delivered.

The Company shall take all reasonable steps to execute the order by the agreed delivery date. The fact that a Product may be unavailable as a result of being out of stock, or a delay in providing a service, shall not result in the overall order being cancelled and shall not entitle the Client to claim compensation from the Company.

### 5. DELIVERY AND TRANSFER OF LIABILITY

Physical delivery of the goods shall take place on the Company's premises, either by releasing them to the Client or to the haulier. This can be done electronically for intangible goods (licences, etc.). Unless expressly stipulated, transportation and travel expenses are not included and will be invoiced at the applicable rates.

Once delivered, the Products shall become the responsibility of the Client, which shall then be liable for any risk of loss, theft or damage. In the event of loss or damage resulting from transportation, the Client must take recourse against the haulier. If the Client fails to accept the delivery of a product in a timely manner, the Company shall be entitled to immediately invoice the cost of the Products, together with any other cost incurred as a result of the Client failing to accept the delivery.

The delivery, service or intervention times indicated by the Company are always indicative times based on a projected typical delivery time. No compensation shall be payable to the Client if these deadlines are not met, and no order may be cancelled without the express agreement of the Company. If one or more of the Products ordered are out of stock, the Company may deliver and invoice Products that are available.

Deliveries and services will be considered accepted and validly executed unless the Client contests the deliveries or services within five (5) working days.

### 6. PRICES, INVOICING AND PAYMENT TERMS

In the event of any changes after the order was placed or after the date on which the contract was drawn up, in the prices charged by suppliers, manufacturers or publishers, exchange rates or applicable taxes, the Company reserves the right to adjust the sale price accordingly.

Hourly rates, amounts stated in contracts and miscellaneous costs will be automatically indexed on the basis of the current consumer price index (automatic wage indexation system). However, due to the technical constraints of invoicing, prices may be rounded up and may be higher than this indexation without exceeding the nearest euro.

Outside working hours, services provided will be invoiced taking into account the coefficients provided for by law.

Invoices shall be issued in euro and are payable within thirty (30) days. Prices are net of VAT and any other taxes, which will be invoiced in addition. Invoices not queried within five (5) working days of receipt shall be deemed to have been accepted. The Client may not claim a change of address as an excuse for missing the query deadline. In any event, the Client shall pay the undisputed amount of any disputed invoice.

The Company reserves the right to require invoices to be paid by direct debit, to demand down payments and/or to assign its debts to a factoring firm.

If an invoice has not been paid by the due date, the Company may demand immediate payment of all outstanding invoices. In the event of non-payment forty-five (45) days after the due date of the invoice, the Company will issue a formal notice by registered letter with an obligation to pay within eight (8) days. In addition, late payment interest at the rate of one and a half (1.5) times the legal interest rate shall be applied eight (8) days after serving notice without satisfactory response. If payment is not received within the above deadline, the Company may claim from the Client, without prejudice to any proceedings costs (even those of high amounts) that may be awarded by a court pursuant to article 240 of Luxembourg's new civil procedure code (Nouveau Code de Procédure Civile), flat rate compensation set at 15% of the principal due including VAT, with a minimum of EUR 1,500.00, unless the Company can demonstrate that the recovery costs not included in the expenses it incurred as a consequence of the late payment were higher.

In the event of non-payment within the aforementioned time limit, the Company reserves the right, without the need for any intervention, even judicial, to report the failure to pay to the regulator in order to determine the procedures for stopping the Services and taking back the equipment made available.

Under a contract, monthly payments are payable in advance. Any period that has begun shall be payable in full. In the event of non-payment of a single monthly payment on the due date, the Company reserves the right, without the need for any intervention, even judicial, to report the failure to pay to the regulator in order to determine the procedures for stopping the Services and taking back the equipment made available, and to demand compensation equal to the total amount of monthly payments remaining due.

## 7. RETENTION OF TITLE

The Company shall retain title to the Products sold until the price has effectively been paid in full. The risk linked to the Products sold shall transfer to the Client when the product is released to the Client or the haulier, irrespective of the date of transfer of title. In the event of non-payment of the full price of Products in terms of the principal amount and interest, the Company reserves the right, without the need for any intervention, even judicial, to report the failure to pay to the regulator in order to determine the procedures for taking back the products from the Client. The Client may not pledge the Products as collateral, exchange them or sell them until they have been paid for in full.

## 8. TRANSFER

Without prejudice to the Company's right to subcontract all or part of its services to a third party, neither party may transfer, sub-license or otherwise reallocate one of its rights in respect of an order, agreement or contract without the prior written consent of the other party. Such consent shall not be refused or delayed without good reason; however, nothing shall obstruct or limit the Company's right to transfer, sub-license, reallocate or otherwise sell any of its rights or obligations to its subsidiaries or sister companies.

## 9. OBLIGATIONS OF THE CLIENT

The Client shall be bound by an obligation to cooperate with the Company to ensure that the products and services are effectively supplied. In particular, it shall send the Company, under its own responsibility, any documents, licences, authorisations and information that the Company has indicated as being necessary for the performance of its task. It shall put the Company in contact with all persons concerned by the object of its task and shall appoint a single contact person to coordinate it. It shall provide the Company with all the equipment it requires to perform its task (office, PC, connections, access to installations, electrical power, etc.) and shall take all necessary steps to back up its own data.

The Client shall be responsible for ensuring that intellectual property rights are complied with and that the designs, products and software that it chooses to install or have installed on its systems by the Company are used lawfully. The Client shall refrain from reproducing or copying them by any means whatsoever or forwarding them to third parties without the express authorisation of their authors. Under no circumstances shall the Company be held liable for the Client's unauthorised use of software. The Client undertakes to compensate the Company for any and all damages resulting from the unauthorised use of designs, products and software on the part of the Client.

Under a leasing agreement, the Client shall ensure that it uses the leased equipment responsibly and in an environment that complies with the specifications. Only the Company may carry out maintenance and any repairs. The Client shall pay the costs thereof and will not be eligible to claim a reduction in the rental cost or termination of the agreement. It undertakes to insure the leased equipment at its own expense for the entire term of the leasing agreement. It shall return the equipment at its own expense and under its own responsibility, in its original packaging and in good working order, subject to normal wear and tear after being used by technically competent operators. If the Client fails to return the equipment for any reason whatsoever, it shall refund the Company the equivalent value, plus a flat fee equivalent to three (3) months' rent. The Company shall retain title to the leased equipment (equipment and software) for the entire term of the leasing agreement. The Client shall never pledge the leased equipment as collateral, exchange it or transfer its title.

## 10. NON-SOLICITATION

Throughout the term of the Business Relationship and for a period of twenty-four (24) months following its expiry, the Client undertakes:

- not to solicit, directly or indirectly, any employee of the Company (even if at the employee's initiative) with a view to offering him/her a job, regardless of his/her status (whether or not a salaried employee), irrespective of whether the employee is involved in the business relationship;
- not to collaborate with a third party company with a view to the soliciting employees of the Company for the purpose of offering them employment;
- not to accept the employee's services from a third party company.

This clause applies to the territory of the Grand Duchy of Luxembourg as well as to Belgium and France.

In the event of non-compliance with this obligation, the Client shall pay the Company a lump-sum compensation, payable immediately, of twelve (12) times the last gross monthly remuneration paid by the Company to the said employee for a full month's work.

## 11. COMPLAINTS HANDLING

### a. Contact

The Client may contact a member of the Company's staff, preferably in the department that is the subject of the complaint, or through its account manager at the Company on telephone number +352 31 71 32-1.

Alternatively, the Client may submit a complaint using the contact form available on the website <http://www.rcube.lu>, or by sending an email to [plaintes@rcube.lu](mailto:plaintes@rcube.lu), or by writing to the Company's registered office. In all cases, the Client shall ensure that it provides all the details (company name, contact, address, email address and telephone number) as well as all the information in its possession (administrative, financial, sales, technical complaint, etc.) and a detailed description of the problem with references, where available.

### b. Complaints handling

The Company will acknowledge receipt of the Client's complaint within two working days of receipt and will attempt to resolve the problem as quickly as possible. The Company will gather and investigate all relevant evidence and information relating to the Client's complaint. The Company will provide a response no later than one month from the date the complaint is received. If, for any reason, a response cannot be provided within this time limit, the Company will keep the Client informed of the causes of the delay and indicate the date by which its investigation is likely to be completed. If the Client has not received

a satisfactory response from the managers with which the complaint was initially lodged, it may escalate its complaint to the senior management level of the Company at the following address: [compliance@rcube.lu](mailto:compliance@rcube.lu).

Our complaints handling procedure is governed and defined in full compliance with the provisions of the CSSF and applicable laws. It is available on the Company's website <http://www.rcube.lu>. If the complaints dealt with at senior management level have not resulted in a satisfactory response for the Client, the Company will provide it with a detailed explanation of its position and inform it in writing that it may use the CSSF's resolution procedure available on [www.cssf.lu](http://www.cssf.lu).

## 12. WARRANTY

The Company expressly indicates that in its capacity as a reseller, it is the intermediary between the manufacturer/publisher and the Client, and that the products sold by the Company are therefore guaranteed under the terms and conditions laid down by the manufacturer/publisher.

The warranty obligations of the manufacturer/publisher apply only in the Grand Duchy of Luxembourg. If the equipment is exported outside the Grand Duchy of Luxembourg, it is the Client's responsibility to ensure that the manufacturer/publisher warranty is valid in the country to which the equipment is exported.

In the event of a problem, the Client will be able to claim against the manufacturer/publisher warranty either directly or through the Company. If the Client chooses to go through the Company, any costs incurred as a result of the Company's intervention to apply the manufacturer/publisher warranty will be invoiced in addition. Any claim against the manufacturer/publisher warranty shall not represent grounds for suspending the payment of any amounts due, cancelling a sale or terminating an agreement. This warranty shall exclude loss of data under any circumstances.

### a. Manufacturer warranty on equipment sold or leased

Regardless of whether equipment has been sold or leased, the Company offers no express or implied warranty as regards its quality, market value or suitability for a particular use.

The manufacturer warranty does not cover equipment sold or leased if it has not been used or maintained in a responsible manner by the Client and/or has been modified, transformed, repaired or dismantled, even partially, by any person outside the Company. Nor is the equipment covered by the manufacturer warranty if the damage was caused by the Client, and in particular as a result of equipment supplied by the Company being connected to equipment of another origin, or used in an environment that does not conform to the manufacturer's specifications (temperature, humidity, corrosive or dusty atmosphere, fluctuating voltage, etc.). Within the framework of this manufacturer warranty, the Company's warranty obligation is limited exclusively to replacing and/or repairing the defective parts of the equipment sold or leased by the Company and the labour required to replace and/or repair said defective parts. Specifically excluded from the manufacturer warranty, in addition to shipping and travel costs, are all other services such as, for example, but not limited to: reconfiguring equipment, set-up, reinstalling software (including operating systems), reinstalling applications and/or drivers, integration, updates, data transfers, etc. These services shall be invoiced at the Company's hourly rate in force on the day they are performed. The repaired or replaced parts shall be guaranteed for the remaining period of the original manufacturer warranty. The Company shall be under no obligation to lend replacement equipment while the defective equipment under manufacturer warranty is being repaired or replaced. If the Company has lent equipment to replace equipment in repair or maintenance, this equipment has been lent on a strictly temporary basis and must be returned immediately on request. The Client may not claim compensation of any kind.

### b. Software publisher warranty – updates

regardless of whether software has been sold or leased, the Company offers no express or implied warranty as regards its quality, market value or suitability for a particular use. The Company does not guarantee the uninterrupted or defect-free operation of the software. The Company offers no warranty in the event of incompatibility or malfunction occurring after a software update, whether at the express request of the Client or as part of a maintenance agreement, and whether performed by the Company, the Client or automatically.

Specifically excluded from the publisher warranty, in addition to shipping and travel costs, are all other services such as, for example, but not limited to: reconfiguring equipment, set-up, reinstalling software (including operating systems), reinstalling applications and/or drivers, integration, updates, data transfers, etc. These services shall be invoiced at the Company's hourly rate in force on the day they are performed.

## 13. SUBCONTRACTING

Without prejudice to Article 18.b, the Client acknowledges and accepts that certain solutions and services can only be provided by combining the Company's services with those of service providers or subcontractors, such as, inter alia, telecommunications and internet service providers, data centres and IT services providers. The Company reserves the right to subcontract all or part of its services to one or more third parties and to change subcontractor at any time, provided that the services are at least equivalent and have no impact on the Client.

The Company reserves the right to work with other subcontractors based on its needs and shall give advance notice to the Client in the event that it is affected by such new subcontracting arrangements. The service provided by the new subcontractor will be of at least equivalent quality to the service provided by the previous subcontractor.

## 14. LIMITATION OF LIABILITY

Unless expressly stipulated to the contrary, the Company's obligations shall constitute best-endeavour obligations. The Client shall choose the equipment, applications, services and resources it requires independently and on the basis of the objectives that it seeks to achieve. It shall be responsible for executing the computer applications that it uses and the IT security policy, evaluation methods, audits and business continuity plan that it wishes to put in place or that it may be required to supply to the authorities to which it is subject.

The Client shall be responsible for the results obtained when using the equipment, applications, services and resources, and for the decisions it makes on whether or not to follow recommendations regarding procedures and operations that are specific to the activities of its business.

The Company shall not be required to pay compensation for indirect or intangible damages such as loss of production, loss of operation, loss of opportunity, loss of data or financial or commercial or other damages that may be the direct or indirect consequence of damage incurred following the installation, use or malfunction of the goods delivered.

The Company shall not be held liable for damage resulting from a delivery problem, damage to goods, a backup failure, a failure to implement updates, damage linked to technical non-conformity, incompatibility between equipment, vulnerability with respect to the telecommunications line, a breach in the firewall, equipment obsolescence or damage due to an external cause beyond the control of the Company, or force majeure. The Client shall be solely responsible for making backups of its operating systems, applications and data on a regular basis and, in any event, before any technical intervention.

Any action or claim of any kind whatsoever that may be made against the Company shall be time-barred after thirty (30) calendar days.

## 15. INTELLECTUAL PROPERTY RIGHTS

The Client will be authorised by the Company to use the services contracted throughout the term of the agreement and under the conditions agreed. This authorisation is personal, non-transferable and strictly limited to the Client's personal use. This agreement does not constitute an assignment to the Client of any intellectual property owned by the Company or its employees.

For the purposes of the execution of this agreement, the Client's intellectual property rights will be made available to the Company during the use of the services. The Client shall grant the Company and its employees a non-exclusive and non-transferable free right to use, process and store the information subject to these intellectual property rights throughout the term of the agreement, plus the time required to return the data to the Client, to carry out the data migration operations requested by the Client, or to exercise the right of retention.

The Client undertakes to use the equipment in accordance with the standards in force and the manufacturer's specifications, to strictly observe trademark law, the use of software licences and the publisher's specifications.

The Company cannot be held liable for non-compliance in the use or non-payment of software licences it has not supplied. Any consequential damage that may result shall be the sole responsibility of the Client, and any resulting failure shall thus be its responsibility.

## 16. FORCE MAJEURE

Force majeure results from an unforeseeable, unavoidable event, entirely independent of the will of the Party invoking it, making it impossible, temporarily or permanently, to perform one or more obligations relating to the Business Relationship between the Company and its Clients.

The parties agree that force majeure shall include the following events in particular: adverse weather conditions, attacks, acts or omissions of a public authority, including changes in any regulations applicable to the performance of the services, limited access by a domain owner or manager, unrest, rebellions, insurrections, riots, wars, whether declared or not, acts of a similar nature, strikes, sabotage, theft, acts of vandalism, explosions, fires, lightning, floods and other natural disasters, failure of an operator and third party acts.

The Party wishing to claim force majeure must immediately and in writing (by registered mail), notify the other Party, setting out and demonstrating in detail the reasons for invoking force majeure, the effects of the force majeure event on the performance of its obligations relating to the Business Relationship (total or partial, definitive or temporary inability to perform one or more obligations) and the probable duration of the non-performance due to force majeure.

If notification is not provided in the form and within the time limits prescribed above, the Parties shall refrain from invoking the consequences of any force majeure event. They therefore agree that such force majeure event cannot be recognised.

Neither of the Parties shall be held liable for loss, harm, delays, non-performance or partial performance of one or more obligations relating to the Business Relationship, caused directly or indirectly by force majeure, as defined above, provided that the Party invoking it has notified the other Party of the force majeure in the form and within the time limits set out above.

In particular, the obligations of the Party invoking force majeure and, in particular, the time limits required for the performance of its obligations, shall be suspended without incurring any liability whatsoever.

In addition, the Party invoking force majeure shall use all reasonable means to attempt to remedy it or, at the very least, to reduce its consequences and ensure the continuity of the Business Relationship.

If after a period of fifteen (15) calendar days from the receipt of the above-mentioned notification by the other Party, the performance of all or part of the obligations relating to the Business Relationship, by the Party invoking force majeure, remains suspended due to the force majeure, the parties undertake to renegotiate the Business Relationship in good faith with a view to finding an alternative solution, applicable only during the existence of the force majeure as defined above, allowing the continuity of the Services despite the existence of the force majeure event. If such alternative solution cannot be agreed between the Parties, the Business Relationship will remain unchanged.

## 17. TERMINATION - SUSPENSION

### Notice period

The Client has the right to terminate the Business Relationship by giving six (6) months' notice before the expiry date, by registered letter with acknowledgement of receipt.

The notice period shall take effect on the first (1st) of the month following the notification of termination.

If the Business Relationship is not terminated in the form and within the time limits set out above, it will be tacitly extended from year to year.

### Early termination

Before or after the commencement of the performance of the Business Relationship, it may be terminated before its expiry date by the Client, without having to provide any explanation, by payment to the Company of an indemnity equal to the total amount that the Client would have to pay if the performance of the Business Relationship had continued until its expiry date.

In accordance with Article 434 of CSSF Circular 18/698 of 23 August 2018, a Client with PSF (finance sector professional) authorisation may terminate the Business Relationship before its expiry date, with immediate effect, when justified by the interests of its investors, in return for the payment to the Company of the aforementioned indemnities.

### Termination in the event of insolvency/liquidation

Each Party shall have the right, without prejudice to its other rights and remedies and without being liable to pay any compensation, to terminate the Business Relationship with immediate effect, by registered letter with acknowledgement of receipt, if the other Party is declared insolvent or is being wound up, or is under a moratorium on payments, an arrangement with creditors or proceedings under national or foreign law of an equivalent or similar nature or effect. Evidence of this must be attached to the aforementioned notice of termination.

If the notice of termination is not provided in the aforementioned form and conditions, it will have no effect.

### Termination for serious breach

Either Party may terminate the Business Relationship with immediate effect, without court intervention or compensation, in the event of a serious breach by the other Party of any of its obligations, by registered letter with acknowledgement of receipt.

The serious grounds for termination with immediate effect that may be invoked by the Company include the following:

- hindrances and impediments to the performance of any Business Relationship;
- failure to pay or delay in payment by the Client in accordance with Article 6 "Prices, invoicing and payment terms";
- proven fraud, attempted fraud by the Client towards the Company.

Termination with immediate effect will only take effect if the Party wishing to invoke cancellation sends the other Party formal notice, by registered letter with acknowledgement of receipt, to comply with its obligations within thirty (30) calendar days.

If the shortcomings are not remedied within the thirty (30) day period as required, the contracting Party concerned may terminate the Business Relationship with immediate effect for serious breach, in accordance with the aforementioned provisions.

### Termination for reasons of force majeure

Each of the Parties may terminate any Business Relationship with immediate effect, without the intervention of a court of law and, in the event of a case of force majeure, as defined in Article 16 "Force majeure", suspend the performance of all obligations for more than six (6) months.

### Suspension

Without prejudice to the article relating to termination for serious breach, the Company may unilaterally suspend the performance of any Business Relationship without any compensation being due to the Client on any grounds whatsoever, in the following cases (non-exhaustive list):

- the Client does not fulfil the obligations incumbent on it;
- failure to pay and/or delay in payments by the Client for any reason whatsoever;
- the Client is at the origin of a fraud or attempted fraud against the Company;
- the Client is subject to one or more enforcement proceedings, even as a precautionary measure, or is the subject of a lawsuit, which could affect its solvency, capacity and/or ownership of its property, preventing it from proceeding normally with the performance of the Business Relationship.

Suspension of the Business Relationship must be notified to the Client by the Company by registered letter with acknowledgement of receipt.

As a result of such suspension duly notified as described above, the Company shall have the right, in particular, not to deliver the Client's orders previously accepted.

The suspension will take effect until the cause justifying the suspension is remedied.

### Effects of suspension and termination

- In the event of suspension of any Business Relationship and in all cases of termination, for any reason whatsoever, all sums remaining due by the Client on the date of suspension or termination, respectively, will become payable immediately.
- In any event, the Client is obliged to pay:
  - all amounts due for hardware and/or software ordered by the Company and which cannot be cancelled;
  - all costs corresponding to the services, hardware and/or software provided;
  - any other costs relating to the Company's personnel costs for staff assigned to the provision of services, hardware and/or software;
  - any expenses incurred by the Company, including accrued interest, up to the date of suspension or termination, regardless of the reason.

## 18. PROTECTION OF PERSONAL DATA

The purpose of these specifications is to define the conditions under which the Company, acting in its capacity as a processor within the meaning of the European General Data Protection Regulation, undertakes to process the personal data in the manner defined below on behalf of the Client, in its capacity as the controller.

Within the ambit of their contractual relations, the Parties undertake to comply with the legislation applicable to the processing of personal data, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable since 25 May 2018.



The Client shall retain sole ownership of the files containing personal data transmitted to the Company and of any files that are modified or created by the Company within the framework of the Business Relationship. The Company undertakes to refrain from misusing, exploiting for commercial purposes or disclosing the said files either in full or in part for purposes other than those necessary to the Business Relationship or specified by the Client in its capacity as the controller.

#### **a. Description of processing**

The following personal data shall be processed within the framework of the Business Relationship: surnames, first names, email addresses, postal addresses, telephone numbers, IP addresses, logs, etc.

These data may relate to the employees (possibly including interns and external contractors), clients or suppliers of the Client.

On behalf of the Client, the Company is authorised to process the personal data necessary to the Business Relationship, and in particular in order to provide the service or services subscribed to.

The personal data provided to the Company shall be retained at its responsibility and cost on behalf of the Client for a period of time that does not exceed the statutory retention periods and in accordance with the Client's personal data retention policy.

#### **b. Obligations of the Company**

The Company undertakes to process the Client's personal data exclusively in accordance with the instructions given by the latter for the purposes of the Business Relationship and in accordance with the minimisation and limitation principles. Accordingly, only personal data that are relevant for the purposes detailed under point a. shall be collected and/or processed.

The Company undertakes to guarantee the confidentiality of the personal data processed within the framework of the Business Relationship. The Company shall ensure that the persons who have access to personal data are subject to an equivalent duty of confidentiality and are made aware of the principles applicable to the protection of personal data. The confidentiality obligation remains valid after the end of the Business Relationship.

The Company undertakes to adopt all security measures necessary in order to guarantee a level of security that is commensurate with the risk in accordance with Article 32 of the European General Data Protection Regulation. It shall put in place appropriate solutions in order to reduce the risk of computer sabotage, hacking and the theft or loss of the data provided.

In accordance with the requirements set forth in European Regulation EU/2016/679, the Company shall ensure that it retains control over external processing and shall incorporate into the contracts concluded between it and its external processors the obligations that are incumbent upon a business operator working with external processors, including in particular the requirement to maintain the integrity of internal and external controls by the Client and to restrict the processing of Client data to within the Grand Duchy of Luxembourg.

The Company reserves the right to work with other subcontractors based on its needs and shall give advance notice to the Client in the event that it is affected by such new subcontracting arrangements.

The Company must assist the Client as far as possible with complying with its obligation to act upon any requests whereby data subjects exercise their rights, including in particular the right to access, rectification, erasure, objection and data portability. Such assistance shall be invoiced in addition to the Company's usual hourly rate, increased by the coefficients set out by Luxembourg law.

The Company shall inform the Client of any breach affecting personal data as soon as it becomes aware of the breach. Such notification must be accompanied by all documentation that may be of assistance to the Client in notifying this breach to the competent control authority if necessary.

The processing records will be made available to the supervisory authority or the data controller upon request.

At the end of the Business Relationship, the Company undertakes to destroy all personal data or, upon request by the Client, to forward the personal data to the external processor designated by the latter.

The Company shall provide the Client with the documentation necessary in order to demonstrate compliance with all of these obligations and to enable audits to be carried out, including inspections, by the Client or by another auditor instructed, by it and to assist in these audits.

If necessary, you can contact the Company's DPO at [dpo@rcube.lu](mailto:dpo@rcube.lu).

The Company undertakes to refrain from transferring personal data outside the Grand Duchy of Luxembourg without the prior authorisation of the Client, which transfer must occur within a secure environment in accordance with the requirements of applicable law, that is to say towards countries with a level of protection that is adequate in the view of the European authorities, or to entities that have signed standard contractual clauses as issued by the European authorities.

#### **c. Client obligations**

The Client alone shall determine the purposes and methods with respect to processing the personal data for which it is responsible. Should the Client consider subcontracting the processing of personal data, it is incumbent upon it to select a subcontractor offering adequate guarantees in terms of implementing the requisite technical and organisational measures, in accordance with article 28 subparagraph 1 of European Regulation (EU) 2016/679 (hereinafter "GDPR").

Insofar as personal data that the Client is responsible for processing is subcontracted to the Company, the Client hereby declares that it has complied with all legal obligations in relation to the protection of personal data and, as a consequence, in particular, that it has:

- ensured, insofar as all or part of the personal data for which processing is subcontracted to the Company has already been subcontracted to a third party, that this third party subcontractor has offered adequate guarantees in terms of implementing the requisite technical and organisational measures in accordance with Article 28 paragraph 1 of the GDPR;
- provided its clients with information regarding, inter alia, the duration for which data will be kept, clients' rights to access, rectify and delete data, and clients' rights to restrict or object to the processing of their personal data, in accordance with the provisions set forth in articles 13 to 21 of the GDPR;

- implemented an internal policy, as well as appropriate technical and organisational measures, to ensure that it can demonstrate to the supervisory authorities at any time that its processing of personal data is compliant with the requirements set forth in articles 24 to 26 of the GDPR.

In the event that a service ordered by the Client requires the written consent of its clients as regards the processing of the sensitive personal data referred to in Article 9.1 of the GDPR, the Client undertakes to obtain the written consent of its clients before sending the aforementioned data to the Company, in accordance with Article 7 of the GDPR, and it warrants to the Company that it will discharge this responsibility.

The Client shall hold the Company harmless for any loss or harm that it may suffer as a consequence of a failure on its part to meet its obligations in terms of the processing of personal data.

#### **19. CONFIDENTIALITY**

"Confidential information" means any information of a confidential, or commercially and/or technically sensitive nature, concerning the Client and/or the Company including, without limitation:

- any information regarding current or future services and/or products, including, but not limited to, computer codes, drawings, specifications, technical notes and graphics, computer printouts, technical memoranda and correspondence, product development agreements and related agreements/contracts;
- information and materials relating to purchasing, accounting and marketing activities including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and price information and client lists that have been disclosed or made available to the other party within the framework of the Business Relationship.

The Company and the Client undertake not to, at any time during the term of the Business Relationship and after its expiry or termination (for any reason whatsoever):

- disclose to a third party any confidential information of the other party; and/or
- use the other party's confidential information for purposes other than to carry out its obligations or exercise its rights in accordance with the Business Relationship and promptly notify the other party of any unauthorised dissemination, disclosure or access to the confidential information shared in accordance with the Business Relationship or any part thereof.

The Company may disclose the Client's confidential information to its employees, officers, representatives, subcontractors or advisors who need to know such information in order to perform its obligations in accordance with the Business Relationship. The Company shall ensure that its employees, officers, representatives or advisors to whom it discloses the Client's confidential information comply with this clause.

The provisions of this clause shall not apply to information which is or becomes public through no fault of the receiving party or which the receiving party can prove was lawfully in its possession prior to the date of disclosure; or which is received from any third party that has the right to disclose such information; or which the disclosing party has agreed, by written permission, to be disclosed to third parties.

The Company may disclose the Client's confidential information if required to do so by law, a court of competent jurisdiction or any governmental or regulatory authority and shall promptly inform the Client of such disclosure, where legally authorised.

#### **20. NULLITY**

The nullity of any clause or part of a clause in these General Terms and Conditions of Sale and Services shall not affect the other clauses or parts of clauses. Where possible, the relevant clause or part of a clause shall be replaced by a valid provision with equivalent effect.

#### **21. JURISDICTION AND APPLICABLE LAW**

The Business Relationship between the Company and its clients in the Grand Duchy of Luxembourg or abroad is subject to Luxembourg law. In the absence of prior written agreement between the Parties, any dispute arising shall be subject to the exclusive jurisdiction of the courts of Luxembourg.