

Article 1 - Scope

These General Terms and Conditions of Sale (GTC) are proposed as part of the negotiations with Customer to define the conditions under which ECONOCOM ensures the performance of Services and/or the supply of Equipment. These GTC prevail over the terms of Customer, even if ECONOCOM has not expressly challenged them.

Article 2 - Definitions

Agreement or Order: contract concluded between ECONOCOM and Customer relating to the order of Services and/or Equipment and following the issue of an Offer.

Customer: ECONOCOM's contractor, the recipient of the Services and/or Equipment.

Delivery: physical delivery of the Equipment to Customer, or performance of the Service.

ECONOCOM: company of the Econocom Group to which Customer orders Services/Equipment.

Equipment(s): equipment, licenses and/or support for software packages as well as equipment ancillary to the Services provided to Customer under the Agreement.

Offer: proposal issued by ECONOCOM describing the Services and/or the Equipment.

Party(ies): Customer and/or ECONOCOM.

Result(s): deliverable(s) carried out by ECONOCOM as part of the Services.

Services: services provided by ECONOCOM under the Agreement.

Article 3 - Orders

The Order shall be sent to ECONOCOM in writing (mail or e-mail). It shall be firm and definitive from its first issue. The Order is deemed to be accepted as soon as it is acknowledged by ECONOCOM in an acknowledgement of receipt ("AR"). Any cancellation or reduction of the Order constitutes a breach of its contractual obligations by Customer. Any partial or total cancellation of an Order shall be expressly authorized by ECONOCOM and may give rise, at ECONOCOM's sole option, to the payment by Customer of a penalty equal to 25% of the price of the Order (including VAT), without any obligation to demonstrate the prejudice suffered.

Article 4 - Payment terms

Unless otherwise stipulated, invoices shall be paid within thirty (30) days from date of invoice. In the event of non-payment on their due date, any amount will bear interest as from such due date and until payment has been made in full, at a rate equal to ten (10) percent per year. The unpaid amount will be increased by right with a fixed compensation of ten (10) percent of the unpaid amount.

Article 5 - Delivery - Title - Claim

The Equipment specified on the order form must be made available to Customer at the location stated on the Order. Unless stated otherwise, the installation of Equipment shall be the responsibility of Customer. Delivery costs shall be met by Customer. The delivery time is only ever stated by way of an indication and exceeding the delivery time shall not give grounds to cancel the Order unless the delay is due solely to negligence on the part of ECONOCOM. Under no circumstances can any delay give rise to damages. Unless otherwise specified, title in the Equipment shall pass on to and vest in Customer upon full payment. Risk of loss or damage to the Equipment shall pass upon delivery thereof. Any claim must be submitted by registered letter within eight (8) calendar days from receipt of the Equipment. After this time, the invoice shall be deemed to have been accepted without any reservation. Under no circumstances can a claim be justification for any delay in or suspension of payment.

Article 6 - Warranty - Return of Equipment

As ECONOCOM acts as intermediary, the warranty relating to Equipment shall be limited to the warranty given by the manufacturer. The warranty shall not apply to defects or damage resulting from (i) interconnection to a software product or third-party products or provided by Customer; (ii) a malfunction (breakdown, error, incompatibility), (iii) a modification not approved by ECONOCOM, a misuse of the Equipment, improper/ inadequate maintenance by Customer, (iv) non-compliance with environmental specifications or power supply. No Equipment may be returned to ECONOCOM without its written consent, the costs of transportation/restocking being borne by Customer.

Article 7 - Intellectual Property - Software package license

Customer becomes the owner of the Results after full payment of the Services and/or the Equipment. The Customer's property shall not extend to the means and tools used by ECONOCOM as part of its Services and subject to specific protection. Customer also does not acquire ownership of the methods and know-how held by ECONOCOM prior to the performance of the Services or developed by ECONOCOM during the performance of the Agreement. ECONOCOM reserves the right to use the lessons and skills developed during the Agreement. The licensee of a software package only becomes the holder of a non-transferable and non-exclusive right to use the software for its own needs, according to the license terms of the editor available on the editor's website or provided by ECONOCOM upon request. By accepting the Offer, Customer acknowledges having read and accepted all the terms of license of the editor. Without prejudice to any copyright that may protect the software or its documentation, Customer undertakes itself, or through third parties, to not (i) reproduce all or part of the software, beyond a single backup copy for operational safety and/or documentation, by any means and in any form, (ii) translate or transcribe the software and/or the documentation into any other language or adapt them.

Article 8 - Obligation of the Parties

ECONOCOM shall perform the Agreement with the best care. Customer undertakes to cooperate fully and in good faith to achieve the aim of the Agreement. Customer will use reasonable endeavours to comply with any instruction and/or request from ECONOCOM to allow ECONOCOM to meet any of its obligations under this Agreement. Customer shall provide all information that is available to Customer and that ECONOCOM may request to comply with its obligations pursuant to this Agreement. In addition Customer undertakes (i) to provide ECONOCOM the means necessary for the execution of this Agreement, (ii) enforce the contracts it has signed with third parties, in relation to the scope of the Services so that ECONOCOM may provide the Services, (iii) study, integrate, and if necessary, pass on the recommendations made to it by ECONOCOM to its third-party suppliers, so that ECONOCOM may perform the Services (iv) grant the necessary access to the personnel of ECONOCOM who have to perform the Services on any of the sites of Customer during the contractually agreed working hours, (v) take the necessary action to inform its personnel concerning the effect of this Agreement and about the procedures to be followed.

Article 9 - Liability - Insurance

The liability of ECONOCOM can only be invoked in case of serious or intentional fault. ECONOCOM shall under no circumstances be held liable for any indirect damage or consequential damage, and damage such as loss of business, loss of savings, loss of goodwill, loss of image, loss of profits, loss of opportunity suffered by Customer. In any event, the total liability that may be incurred by ECONOCOM in respect of all claims arising in connection with the Agreement will be limited to the annual amount excl. VAT of the Agreement and shall not exceed five hundred thousand (500.000) euros. ECONOCOM declares that it holds sufficient liability insurance coverage and undertakes to provide an insurance certificate at Customer's written request.

Article 10 - Termination

The Agreement can only be terminated for one of the following reasons:

- In the case of material breach by either Party of any of its contractual obligations, the other Party may give notice to said Party by registered letter with AR, to remedy this breach within a period of thirty (30) days. After this period, if the material breach has not been remedied, the other Party may automatically terminate the Services by registered letter with AR. Termination occurs by operation of law and without prejudice to damages that the Party declaring the termination may claim from the other Party. In the case of a material breach that is incapable of being remedied, the termination will take immediate effect. In such case, the Party declaring the termination will send the same by registered letter with AR, indicating the reasons for immediate termination as well as the reasons why such Party is of the opinion that the material breach is incapable of being remedied. In the absence of any reaction by the Party receiving such registered letter within 30

days from the date of receipt thereof, such Party will be deemed to have accepted the immediate termination.

- If Customer becomes or is declared insolvent or is the subject of any proceedings relating to its dissolution or insolvency, ECONOCOM may terminate the Agreement forthwith without prior recourse to any judicial authority, by giving notice to Customer by registered letter with AR.

In case of termination of the Agreement, Customer shall pay ECONOCOM for the Services performed up to and including the date of termination within the contractual payment term. Upon expiration of the Agreement, each Party shall return the equipment, software, documents belonging to the other Party, within a period of one (1) month following the end of the Agreement.

Article 11 - Treatment of personal Data

The Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. Each of the Parties guarantees the other Party its compliance with the legal and regulatory obligations applicable to it regarding the protection of personal data, without prejudice to the obligations that they may have towards each other and their liability towards the data subject, in particular the guarantee that the personal data transmitted by either Party are lawfully processed and have not been collected fraudulently. Where the performance of the Agreement involves the processing by ECONOCOM of Customer's personal data, the Parties shall execute a specific agreement to this effect.

Article 12 - Confidentiality

During the term of the Agreement and for a period one (1) year after its termination, each Party shall consider as confidential all documents, programs and information communicated to it ("Confidential Information"). Each party shall not disclose Confidential Information to any third party other than its employees, insurers, advisors, and auditors, unless it has obtained the prior written consent of the disclosing Party, and to take all necessary steps to ensure that its employees or any authorized third parties respect the confidentiality of such Confidential Information. This obligation of confidentiality shall not apply to Confidential Information (i) which disclosure is required by law, regulation, court decision or by a specific request of an administrative authority, (ii) already known by the receiving Party at the time of disclosure by the disclosing Party; (iii) transmitted to the receiving Party with exemption from confidentiality obligation; (iv) provided to the receiving Party without obligation of confidentiality by a third Party holding it legitimately; (v) obtained by the receiving Party through internal developments undertaken by its employees who did not have access to the Confidential Information.

Article 13 - Independent contractor - Management of the employees

For the purposes of the Agreement, the Parties shall act as independent contractors and shall have no right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other Party and shall have no authority to represent the other Party as an agent except as may be specifically authorized on each occasion. The Services do not constitute a partnership or joint venture between the Parties. ECONOCOM provides the administrative, accounting, tax and social management as well as the supervision and guidance of its employees performing the Services. ECONOCOM's employees assigned to the performance of the Services shall remain under the authority of Econocom.

Article 14 - Non solicitation of personnel

Customer shall not, whether directly or indirectly, make any work proposal to any person employed or contractually engaged by ECONOCOM, assigned to the performance of the Services, or to take it to its service, under any status whatsoever. This obligation is valid even if the solicitation comes from such person. This obligation is valid during the term of the Agreement, plus a period of twelve (12) months after its termination, whatever its cause. If Customer fails to comply with this obligation, it shall immediately compensate ECONOCOM by paying it a compensation equal to twelve (12) months' gross salary of the person concerned, based on its last month's gross salary.

Article 15 - Communication

For communication purposes, Customer authorises ECONOCOM to communicate its shared experience arising from the Agreement.

Article 16 - Force Majeure

Force majeure refers to any exonerating cause resulting from an irresistible, unforeseeable event beyond the control of either of the Parties, without such event arising from any negligence or fault on the part of the Parties. Initially, the force majeure shall have the effect of suspending the performance of the obligations. Thereafter, and if the exonerating cause exceeds three (3) months, either Party may terminate the Agreement by registered letter with AR, unless they agree to modify the Agreement to adapt it to the circumstances of the case.

Article 17 - Assignment - Subcontracting

Neither Party can assign the Agreement or delegate its obligations, without the other Party's prior written agreement. Notwithstanding the foregoing, ECONOCOM may assign all or part of the Agreement to any affiliated company, by any mean possible, and without limitation, by amalgamation, split or capital subscription or any other operation involving a transfer of assets. Shall be deemed an affiliated company of ECONOCOM any company which (i) controls ECONOCOM, or (ii) is controlled by ECONOCOM or (iii) is under the same control as ECONOCOM. In this case, the assignor company will be released from all its obligations under the Agreement for the benefit of its assignee affiliated company (there is no solidarity between them in the performance of the Agreement). ECONOCOM reserves the right to subcontract all or part of the Agreement to a third party of its choice.

Article 18 - Ethic and Sustainable development

Each Party declares (i) to respect the principles of the International Labor Organization and the current Labor law; (ii) to participate to the risk prevention about labor safety and to be compliant with regulations about health and safety; (iii) to adhere to the principles of protection of the environment and control the consequences of its activity upon environment, (iv) to ensure a quality process to reach reliable and determined results. The term "Bribery" refers to (i) any offer, gift, demand, receipt, facilitation, authorization, of any act of bribery, or inducement contrary to law or regulation, conferring personal gain or advantage on a person - whether a private person or a public official (or any person or organization associated with that person) - and which is intended to influence unlawfully the decision or action of that person, as well as (ii) any conduct that would be considered a bribery act under applicable laws and regulations. ECONOCOM declares that: (i) neither ECONOCOM nor, to its knowledge, any of its officers, employees, subsidiaries, agents, subcontractors or any third party acting on its behalf has committed or will commit an act of Bribery for the benefit of an officer, employee, representative of Customer or any third party acting on Customer's behalf; (ii) ECONOCOM has put in place and will maintain rules aimed at preventing and detecting Bribery within its organization, whether it be its officers, employees, subsidiaries, representatives, subcontractors or any other third party acting on its behalf.

Article 19 - Disputes - Jurisdiction

The Agreement shall be subject to and governed by the laws of the Grand-Duchy of Luxembourg and all disputes arising from or under the Agreement shall be subject to the exclusive jurisdiction of the Luxembourg Courts.