

General Terms and Conditions for the supply of Carrier Services

Under these General Terms and Conditions, and any service order or annex, the Parties shall purchase and/or supply one or more Carrier Services from and/or to one another on a non-exclusive basis.

These General Terms and Conditions define the principles governing the rights and obligations between the Parties. The annexes, if any, contain the specific terms related to the provisioning of the Carrier Services.

In the event of interpretation problems or conflicts between the General Terms and Conditions and a service order or annex, the service order or annex shall be interpreted in light of the General Terms and Conditions, unless specific conditions explicitly derogate to the General Terms and Conditions.

The General Terms and Conditions, and any agreed annex, order form or appendix, constitute the entire agreement between the Parties (hereafter referred to as "the Agreement").

The Agreement shall prevail over all prior agreements, proposals, negotiations, representations or communications relating to the subject matter between the Parties. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated.

ARTICLE 1 Glossary

Affiliate: any entity directly or indirectly controlling, controlled by, or under common control with a Party where an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Carrier Service: the telecommunication service described in an annex, service order or appendix.

Network: the transmission equipment and other resources to convey signals between points by wire, radio waves, by optical or other electromagnetic means.

Operational Date: per Carrier Service supplied, moment as from which both Parties have completed all provisioning tests successfully and have confirmed completion of these tests in writing.

Service Plan: an annex to the General Terms and Conditions describing the Carrier Service(s) offered by one Party to the other Party, as applicable.

ARTICLE 2 Scope of the Agreement

The Parties shall supply the Carrier Services to each other in accordance with the provisions of these General Terms and Conditions and any annex thereto, whether Service Plan or service order.

ARTICLE 3 Term, Renewal and Termination

3.1 Term and renewal modalities

The Agreement shall enter into force on the date of signature of the Service Plan or service order and shall have an initial term of 12 months. At the expiry of the initial term, the Agreement shall automatically extend for an indefinite duration. Once the Agreement is extended for an indefinite duration, either Party can terminate the Agreement at any time upon giving a 3 month notice period.

3.2 Termination modalities

3.2.1. This Agreement, a Service Plan or a service order may be terminated with immediate effect by either Party upon any or all of the following events occurring:

- a. If the other Party has failed in the performance of any material contractual obligation of this Agreement, provided that the non-defaulting Party shall not be entitled to terminate unless and until it has given written notice of the relevant breach to the breaching Party and the breaching Party shall have failed to remedy the breach within thirty (30) calendar days of receipt of such notice; or
- b. If the other Party is the subject of a bankruptcy order, or is placed in an insolvency proceeding or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the other party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party).

3.2.2. In case of termination of this Agreement by one of the Parties during the Initial Term, this Party will be requested to pay the recurring charges due for the remaining period, together with all costs made by the other Party in order to implement the Carrier Service.

3.2.3 The termination of the Agreement pursuant to article 3.2.1. will automatically result in the termination of all Service Plans or service orders according their respective termination notices.

3.2.4 The termination of a Service Plan or service order does not affect the validity of the Agreement.

3.2.5 The termination of the present Agreement shall not prejudice or affect a right of action or remedy which shall have accrued or shall accrue subsequently under this Agreement to either Party.

3.2.6 After the termination of the Agreement or of a Service Plan or service order, for whatsoever reason, the confidentiality provisions of Article 9 remains in full force and effect during 3 years as from such termination.

ARTICLE 4 Financial Terms

4.1 Prices

4.1.1 Prices shall be expressed in the currency specified in the service order.

4.1.2 The prices for the Carrier Services are mentioned in the Service Plans or service order.

4.1.3 A Party may alter the price for the Carrier Service it supplies on a monthly basis unless specified otherwise in the respective Service Plan. The altered price supersedes the previous price. Pricelists have to be exclusively sent to BICS to the following e-mail address: carrier.pricelist@bics.com.

4.1.4 The prices exclude VAT or any other applicable tax. If a Party applies any tax on a Carrier Service, it should notify the other Party thereof at the latest at the execution of a Product Plan or at the entry into force of the tax. The Party refusing any tax must notify the other Party in advance and motivate its refusal in detail. Such objecting Party shall have the right to protest, by appropriate proceedings, the imposition or assessment of any such taxes and shall be responsible for such payments that are ultimately required and shall indemnify and hold the other Party harmless from any expense, legal action, or cost resulting from the exercise of its rights pursuant to this article. If the tax could be reduced or refunded by introduction of any tax document and intervention/collaboration of the other Party, the later will do the necessary requirement to reduce or obtain the refunding of the tax.

4.2 Invoices and payments terms

4.2.1. Any invoice exchanged between the Parties must refer to Carrier Services supplied during one calendar month and has to be communicated to the other Party within the month following the month to which it refers.

If a Party is unable to send its invoice within the month following the month to which it refers, it must notify the other Party in writing before the end of this period, and such invoice has to be communicated to the other Party no later than six (6) months after the end of the month to which the invoice refers. After this six (6) month period, the Party agree to irrevocably waive its rights to claim the payment of such invoice.

Any corrective invoice in relation with an invoice communicated in due time has to be communicated to the other Party no later than six (6) months after the end of the month to which the invoice communicated in due time refers. After this six (6) months period, the Parties agree to irrevocably waive its rights to claim the payment of such invoice.

Parties will provide electronic invoices signed with a digital certificate. These electronic invoices will be considered as valid documents. Soft copies of invoices addressed to BICS have to be sent to bics.billing@bics.com at the latest one (1) calendar day after the invoice date. All invoices which are not addressed to the correct entity will be refused and will not be paid on due date. The invoices are due and payable within thirty (30) calendar days as from the date of receipt of the invoice. Payment will be made by wire transfer, payment costs are borne by the debtor Party. If payment of undisputed amounts is not received twenty (20) 20 calendar days after the due date, the invoicing Party is entitled to one and a half (1,5) percent per month on the unpaid balance for late payment interests, administrative and recovery costs. Any invoice addressed to BICS has to indicate the VAT number VAT BE 0866.977.981 of BICS such as the references to the application for VAT purposes, of the art 21 par 2 of the Belgian VAT Code in view to apply the reverse charge mechanism for VAT. In addition, any invoice addressed to BICS has to indicate the invoice currency and the payment currency. The applicable time zone shall be Central European Time (CET): Standard Time UTC+1, Daylight Savings Time UTC+2.

4.2.2. If both Parties supply Carrier Services, the Parties agree to compensate the payments of due and undisputed amounts relating to the Carrier Services exchanged. The debtor Party will thus pay to the creditor Party the difference between the invoices. The compensation proposal will be sent by one of the Parties.

4.2.3. This compensation principle does not release any Party to pay within thirty (30) calendar days following the date of receipt of the invoice. If a Party fails to send its invoice within the term as described in article 4.2.1, such Party will pay the entire invoice sent by the other Party before the due date of that invoice.

4.2.4. Parties hereby moreover agree to the principle of netting all undisputed overdue invoices issued under this agreement with all undisputed

overdue invoices issued under any other carrier services agreement executed between the Parties

4.2.5. If payment is not received by the invoicing Party within ten (10) days of due date, the invoicing Party may temporarily suspend Carrier Service(s) to the defaulting Party until such time as payment is received in full. Prior to suspension of the Carrier Service the invoicing Party will provide written notice to the defaulting Party.

4.2.6. Each Party shall be exclusively responsible for and pay all expenses associated with all billing, collection, and provision of customer service activities in connection with calls originated by its customers. No payments due hereunder are contingent on payment due to either Party from its own customers. Neither Party shall be obliged to establish a credit note for the supply of a Carrier Service for which the other Party could not collect the corresponding amount with its end user (e.g. in the event of insolvency or fraud) regardless of whether or not the fraudulent usage or unauthorized calling was reported by a Party to the other Party.

4.2.7. The Parties agree that the invoices will be exchanged only between the Parties to the Agreement, unless agreed otherwise in writing between the Parties.

4.2.8. Neither Party will accept collection of amounts by a third party in name of the other Party, unless agreed otherwise in writing between the Parties.

4.2.9. Currency

a. Tariff, invoice and payment currency should be in the currency as defined in paragraph 4.1.1.

b. In case there are multiple currencies in the tariff agreements and the compensation principle is agreed, a compensation proposal per currency needs to be created. As a consequence, the net amounts per currency need to be paid in the respective currencies. No conversion of net amounts is accepted for payment purposes.

4.3 Billing disputes

If any Party disagrees with an invoice received from the other Party, it must notify in writing the other Party thereof before the due date of such invoice. After the due date, the Parties agree to irrevocably waive their rights to dispute the invoice. All invoices and protests must at least explicitly mention the following dispute details the invoice number, the invoice date, the invoice period, the concerned disputed amount, the period, the Carrier Service supplied, the destinations, the telecommunications route (if applicable), the object and arguments of protest (if applicable). All disputes must be sent to BICS at disputes@bics.com.

In the event of an invoice dispute which cannot be settled amicably before that invoice's due date,

the debtor Party must in any event settle before the due date all amounts which are not in dispute

The Parties agree that no dispute shall be raised if the amount in dispute is less than one percent (1%) of the corresponding invoice's total amount and less than a thousand euros (1000€) (both thresholds should apply).

When a dispute is settled, a credit note has to be provided within thirty (30) calendar days. If the credit note is not received within this timeframe, late payment interests will be charged on the disputed amount.

ARTICLE 5 Payment Securities

Payment securities requested by a Party or granted by a Party shall be as set out in an annex to these General Terms and Conditions.

ARTICLE 6 Warranty

6.1 The Carrier Services are to be provided to the best ability of the Party-supplier concerned and in accordance with "state of the art" techniques, without warranties as to the intended result to be achieved, unless the Parties agree otherwise in a service level contract.

6.2 The warranty is excluded for defects or service interruptions of the Carrier Services if a Party does not follow the other Party's instructions.

ARTICLE 7 Liability

7.1 Except as otherwise further limited herein, each Party's liability under this Agreement shall be limited to compensation of actual, direct, personal, and foreseeable damage or loss suffered by the other Party (including damage or loss caused by the employee(s) and/or the contractor(s)), and shall not include indirect, consequential, special or punitive damages including but not limited to loss of profits or income, additional expenses loss of customers, loss of or damage to data or loss of contracts, loss of time or loss of business.

7.2 BICS shall not be held liable for the content of information that is transferred or stored by the other Party or any third party using the BICS' Network, Systems and/or Carrier Services.

BICS shall not be liable for the content of calls or messages. BICS is likewise not liable for services provided by third parties and accessible via either Party's network or for bills issued for such services

7.3 Each Party's liability shall be limited to EURO 500,000.00 for the total amount of damages occurring in the course of a single year.

7.4 Nothing in this Agreement shall operate to limit or exclude either Party's liability for damages arising

from its own fraudulent or negligent acts or omissions, for bodily injury it causes to the other Party's representatives or for any other liability that cannot be excluded or limited by law.

ARTICLE 8 Force majeure

Neither of the Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fibre or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply, acts or orders of government, statutory or public agencies or other acts of events that are outside the reasonable control of the concerned party.

ARTICLE 9 Confidentiality

9.1 This Agreement is made in strict confidence between the Parties. Neither Party will disclose whole/or a part of this Agreement – even to its Affiliates - without the prior written consent of the other Party.

9.2 After termination of this Agreement for whatsoever reason, the obligations of confidentiality provided under this Agreement will remain in full force and effect during 3 (three) years as from such termination.

9.3 If the receiving Party is required by law or by the order of a competent jurisdiction or a public authority to disclose (in part or in full) any confidential information (the "Confidential Information"), that Party shall immediately notify the disclosing Party thereof in writing, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information

ARTICLE 10 Transfer, Assignment and Subcontracting

10.1 Neither Party may assign or transfer all or any part of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party. BICS may however, by giving prior written notice, assign or transfer all or any part of its rights, benefits or obligations under the Agreement, a Service Plan or a service order whenever this is

necessary to be able to provide the Carrier Services as agreed upon, for a technical reason or otherwise.

10.2 The Parties can subcontract the performance of Carrier Services to third parties. However, the Party remains liable for its obligations and for the subcontracted work.

ARTICLE 11 Fraud

It is the Parties' mutual interest to prevent and eliminate any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective Network or Carrier Service. The Parties may therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and, in such case, will jointly discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage. No Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by laws and regulations of its own country applicable to telecommunications services and/or data privacy. Each Party will strictly comply with the laws and regulations regarding telecommunications services and data privacy applicable in its respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this Agreement may be required under such laws and regulations by the other Party.

ARTICLE 12 Publicity

The other Party agrees to collaborate to the development of a joint press release (comparable to <https://www.bics.com/media-room/news>) to be published within one month following the signature of any Service Plan, or of any other marketing material (such as success stories) referring to the name of the other Party and the existence of a commercial relationship between the Parties.

ARTICLE 13 Intellectual Property

13.1 The Parties commit not to compromise in any manner each other's registered trademarks and/or service marks.

13.2 The respective copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") owned by either Party or developed by either Party related to the Carrier Services referred to herein shall vest in that party. Unless specifically mentioned otherwise in this article 13, no title to any Rights owned by each Party are or will be transferred to the other Party.

13.3 If so indicated in the Annexes, BICS grants the other Party for the full term of the Agreement a non-exclusive, non-transferable, revocable right to use the Software as described in the Annexes. Unless otherwise indicated in the Annexes, the license

granted in this article 13.3 does not include the right to: (i) sublicense or transfer the Software to another party by means of sale, lease, loan, rent, license or otherwise; (ii) receive the source code of the Software; (iii) alter, modify or adapt the Software, including (but not limited to) translating, reverse engineering, decompiling, disassembling, creating derivative works, or taking any other steps intended to produce source code out of the Software. The other Party shall also comply with all other limitations set out in the Annexes which may apply to the license described in this article 13.3.

ARTICLE 14 Data Protection

Parties shall comply with the Data Processing Agreement included in this Agreement as Appendix 1.

ARTICLE 15 Notices

15.1 To be valid, all notices or any other communication under the Agreement, including notices relating to change of details of the Parties (address, account number,...), must be given in writing (letter or fax) and sent to the registered office of the receiving Party.

15.2 A Party cannot deny the receipt of a notice or any other communication when it is exchanged in accordance with this article. Any other notice or communication is presumed not given and not existing.

ARTICLE 16 General Provisions

16.1 Unless explicitly stated otherwise in this Agreement, the failure of any Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of the Agreement by a Party shall not constitute a waiver of any prior or subsequent violation or breach.

16.2 The Parties to the Agreement are independent contractors. Neither the performance by the Parties of their duties and obligations under this Agreement nor anything herein shall create or imply an agency relationship between the Parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

16.3 Notwithstanding any waiver by a Party of its right to request a bank guarantee, such Party shall have the right to request such a bank guarantee in the event of a request for consent to an assignment or transfer of the obligations or rights of the other Party pursuant to the article 10 of this Agreement or in the event of a proposed or consummated transfer of control over the other Party.

16.4 If any provision of this Agreement is determined by a court or other competent authority to

be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

16.5 The signing persons are duly authorised by legal and corporate rules to represent and engage their respective Party and declare to act within the authority delegated to them. Any Party to the Agreement may require proof of the powers delegated to the person representing and engaging the other Party.

16.6 Notwithstanding the right of a Party to modify unilaterally prices under this Agreement as provided in the relevant Product Plan, any modification to this Agreement must be mutually agreed upon in writing.

16.7 Each Party hereby undertakes that, at the date of the entering into force of this Agreement there are no regulatory constraints to contract the Carrier Services, nor any embargo's adverse to contracting the Carrier Services with the other Party. Each Party further agrees that it will inform the other Party in the event a regulatory or legal constraint would raise.

ARTICLE 17 Disputes

The Agreement and the relationship of the Parties in connection with the subject matter of the Agreement shall be governed by and determined in conformity with Belgian law. Any dispute shall be brought before Brussels courts.

ARTICLE 18 Anti-Corruption

18.1. Each Party hereby undertakes that, at the date of the entering into force of this Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

18.2. The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:

18.2.1. Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:

- a) Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

Bribery often includes:

- (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting Party, their close relatives, friends or business partners or
- (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting Party, their relatives, friends or business partners.
- b) Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal or informal reporting mechanisms, unless such reporting is deemed to be counter-productive under the circumstances.
- c) Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.
- d) Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

“Corruption” or “Corrupt Practice(s)”, as used in this ICC Anti-corruption Clause, shall include Bribery, Extortion or Solicitation, Trading in Influence and Laundering the proceeds of these practices.

18.2.2. With respect to third parties, subject to the control or determining influence of a Party, including but not limited to agents, business development consultants, sales representatives, customs agents, general consultants, resellers, subcontractors, franchisees, lawyers, accountants or similar intermediaries, acting on the Party’s behalf in connection with marketing or sales, the

negotiation of contracts, the obtaining of licenses, permits or other authorizations, or any actions that benefit the Party or as subcontractors in the supply chain, Parties should instruct them neither to engage nor to tolerate that they engage in any act of corruption; not use them as a conduit for any corrupt practice; hire them only to the extent appropriate for the regular conduct of the Party’s business; and not pay them more than an appropriate remuneration for their legitimate services.

18.3. If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party’s accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of Paragraphs 18.1 and 18.2 above, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Agreement, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.

18.4. Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Agreement, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-corruption Clause.

ARTICLE 19 Security requirements

The Parties shall ensure that the Carrier Services will comply with the security requirements as defined in this article and in the Annexes, if applicable, and with the provisions of their respective applicable laws and regulations.

Each Party shall ensure that the information disclosed under this Agreement will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of the article 9 of this Agreement.

Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Carrier Services at any time during the term of this

Agreement. Each Party shall advise the other Party in case of security related flaws.

The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Carrier Services.

Parties shall collaborate in order to eliminate any kind of security incident.

Each Party shall implement the necessary business continuity measures and, if required, the recovery and testing plans associated to the Carrier Services.

DATA PROCESSING AGREEMENT (“DPA”) – APPENDIX 1

The Parties are bound by the BICS General Terms and conditions for the provision of Carrier Services by a Party to the other as described in the Agreement (here below he “**Services**”).

A. A Party may process certain personal data on behalf of the other Party or of the other Party’s own customers, such data being made available by that other Party directly or indirectly under the Agreement or any related document.

PARTIES AGREE AS FOLLOWS:

1. Definitions

For the purpose of this DPA, the following definitions shall apply:

- “**Affiliates**” means any legal entity, in Belgium, in the Customer’s country or abroad, existing, to be acquired or to be created, that directly or indirectly (i) is Controlled by, (ii) Controls, or (iii) is under common Control with the Customer, whereby the term “**Control**” and its derivatives as used herein shall refer to the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise;
- “**Applicable Data Protection Law**” shall mean (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data together with any transposition of that Directive into member state law to which the controller is subject; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, “GDPR”), together with any replacement legislation or any equivalent legislation of any other applicable jurisdiction and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of personal data and privacy (such as, without limitation, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the

electronic communications sector as may be amended from time to time);

- “**Schedule**” shall mean a schedule to this Appendix 1, which shall form an integral part of this DPA; and
- The terms used in this DPA shall have their meanings given in the Applicable Data Protection Law.

2. Processing of personal data

2.1 The provisions of this DPA shall apply to the extent a Party would process, on behalf of the other, any personal data provided by that other Party or its Affiliates, directly or indirectly, in connection with the Agreement as described in the Data Processing Schedule attached to this DPA (the “**Data**”). With regard to the processing of such Data, the Party processing the Data on behalf of the other will act as processor (the “**Processor**”) and the Party on which behalf the Data is processed will act as controller (the “**Controller**”). Data may include personal data relating to (a) end-users of a Party’s or its Affiliates’ customers and/or (b) individuals who are employed by or have a working relationship with a Party or its Affiliate. Processing may include processing by a Party or any of its Affiliates.

2.2 Each Party shall fully comply with the obligations that apply to it under the Applicable Data Protection Law. It is expressly agreed upon between the Parties that the Data shall remain at all times the Controller’s property.

2.3 In its capacity as Processor, a Party shall:

(a) Treat the Data as Confidential Information and process the Data solely and exclusively for the purpose of providing Services to the Controller and on Controller’s behalf. The processing by the Processor shall consist of all permitted processing operations as stipulated in the Data Processing Schedule or in the Agreement. The categories of personal data to be processed by the Processor will be limited to the Data that are necessary to deliver the Services to the Controller. The duration of the processing by the Processor is limited to the duration described in the Agreement or the Data Processing Schedule.

(b) The Processor shall provide at all times during the performance of this DPA sufficient

guarantees for its compliance with the requirements of the Applicable Data Protection Law. The Processor shall not process any Data for purposes other than that which is strictly necessary for the performance of its obligations under the Agreement, and shall only process the Data strictly in accordance with the Controller's documented instructions (the "**Permitted Purpose**") given in this DPA, the Agreement or by any other means during the performance of this DPA. If the Processor would be required by any applicable legislation to process any Data otherwise than as permitted herein, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the Applicable Data Protection Law and shall provide details of the breach or potential breach.

(c) Implement appropriate and sufficient, technical and organisational security measures prior to and during processing of any Data to protect the security, confidentiality and integrity of the Data and to protect the Data against any form of accidental, unlawful or unauthorized processing. In particular, without limitation, the Processor shall protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, use or access to Data transmitted, stored or otherwise processed and against any form of unlawful processing. The Processor shall ensure a level of security appropriate to the risks presented by the processing of Data and the nature of such Data. Such measures shall include, as appropriate:

- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to the Data in timely manner in the event of a physical or technical incident;
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

At a minimum, such measures shall include the organizational and technical measures, which meet or exceed relevant industry practice. These measures shall remain in place throughout the duration that Processor provides Services to the Controller or until Processor ceases to process Data (whichever is later);

(d) Treat Data with strict confidence and take all appropriate steps to ensure that disclosure of or access to Data is restricted to its employees, consultants or agents that strictly require such Data to perform the tasks allotted to them by the Processor in the performance of the Processor's obligations under the Agreement (the "**Authorized Persons**") and excluding all access to Data which are not strictly necessary for the Authorized Persons to perform its part of the Services. The Processor shall ensure that the Authorized Persons who will process Data:

- Are aware of and shall comply with the provisions of this DPA;
- Are under a duty of confidentiality with respect to the Data no less restrictive than the duties set forth herein prior to any access to the Data. Processor shall ensure that such confidentiality obligations survive the termination of the employment or contracting agreement;
- Have received appropriate training in relation to the Applicable Data Protection Law;
- Are subject to user authentication and log-on processes when accessing the Data; and
- Shall only process the Data as necessary for the Permitted Purpose and in accordance with the Controller's instructions.

(e) Not engage any subcontractor for the processing of Data without the Controller's prior written specific or general written authorisation approval (the "**Approved Sub-processor**"), to be provided in Controller's sole discretion but not to be unreasonably withheld. In the frame of the Parties' relationship as of the date of this Agreement, each Party allows the other to be assisted by subcontractors strictly with a view to deliver and improve the agreed Services, provided said Party has contracted with said subcontractors with terms substantially similar to the ones included herein. When the use of subcontractors does not fall within the scope present general authorization, the Processor shall inform the Controller at least one month in advance and by means of a written communication about its intention to engage a subcontractor, including details on the identity of the subcontractor, the location where the Data will be processed by such subcontractor and the concerned data processing activities. The Processor will enter into written contracts with such Approved Sub-processor guaranteeing at least a level of data

protection and information security as provided for herein and in any event Processor will remain fully liable to the Controller for any breach of the Approved Sub-processor that is caused by an act, error or omission of the Approved Sub-processor. The Processor shall maintain and provide upon reasonable request a copy of the list of concerned subcontractors. If the Controller would refuse to consent to the appointment of a subcontractor on grounds relating to the protection of the Data, then the Processor will not appoint such subcontractor.

3. International transfers of personal data

The Processor or any Approved Sub-processor shall not process or transfer any Data (nor permit the Data to be transferred) outside of the European Economic Area unless (1) such transfer is to countries which do ensure an adequate level of data protection according to an adequacy decision of the European Commission, or (2) such transfer is needed for the performance of the Agreement, or (3) it is governed by the EU Standard Contractual Clauses (Processors) in the Annex to the European Commission Decision of February 5, 2010, which are deemed incorporated herein by reference.

4. Duty to Notify and Cooperate

Processor shall promptly give written notice to and/or shall fully cooperate with the Controller:

(a) if for any reason (i) Processor cannot comply, or has not complied, with any portion of this DPA, (ii) it would be in breach of or has breached any Applicable Data Protection Law governing its processing of Data, or (iii) Applicable Data Protection Law no longer allows the lawful transfer of Data from the Controller to Processor. In such cases, Processor shall take all reasonable, necessary and appropriate steps to remedy any non-compliance, or cease further processing of Data, and the Controller may immediately terminate the Agreement and this DPA or access to Data, or take any other necessary action, as determined in its sole discretion;

(b) to enable the Controller to comply with its obligations with regard to the security of the processing of Data, taking into account the nature of the processing and the information available to the Processor;

(c) upon becoming aware of any Data breach or suspected Data breach. In such case, the Processor shall promptly inform the Controller of the (suspected) Data breach without undue delay and

shall provide all such timely information and cooperation as the Controller may reasonably require including in order for the Controller to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Processor shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the (suspected) Data breach and shall keep the Controller up-to-date about all developments in connection with the (suspected) Data breach;

(d) in the preparation of any data protection impact assessments performed by the Controller, whether on a mandatory or voluntary basis. The Processor shall provide the Controller with all such reasonable and timely assistance as the Controller may require in order to conduct a data protection impact assessment in relation to the Data and, if necessary, to consult with its relevant data protection authority. Processor agrees and acknowledges that if the Controller receives a request from a data protection authority, the Controller may share the terms of this DPA, the Agreement and any other information Processor provides to demonstrate compliance with this DPA or Applicable Data Protection Law.

In addition to the foregoing, if the Processor believes or becomes aware that its processing of the Data is likely to result in a high risk (as defined in the Applicable Data Protection Law, relevant regulatory guidance and case law) with regard to the data protection rights and freedoms of data subjects, it shall promptly inform the Controller.

(e) cooperate, at its own expense, as requested by the Controller to enable it to respond and comply with (i) the exercise of rights of data subjects pursuant to Applicable Data Protection Law (such as their right of access, right to rectification, right to object to the processing of their personal data, right to erasure and as from 25 May 2018, their right to restriction of processing of their personal data and their right to data portability) and (ii) any other correspondence, enquiry or complaint received from a data subject, regulatory or any other third party in respect of Data processed by the Processor under this DPA.

The Processor shall promptly inform the Controller of any requests relating to the exercise of such rights or complaints, enquiry or correspondence if they are received directly by Processor and shall provide all details thereof. Furthermore, Processor shall provide all Data requested by the Controller,

within a reasonable timescale specified by the Controller and shall provide such assistance to the Controller to comply with the relevant request within the applicable timeframes. Processor understands that any response to such direct requests requires prior written authorization from the Controller. If necessary, the Processor shall co-operate with the competent supervisory authority;

(f) upon the Controller's request, to make all such records, appropriate personnel, data processing facilities and any relevant materials available relating to the processing of the Data available to the Controller in order to allow the Controller to demonstrate compliance with its obligations laid down in the Applicable Data Protection Law. In particular, the Controller or a third party appointed by the Controller (the "**Auditor**") may enter the Processor's premises and more specifically the rooms or locations where the Data is processed by the Processor to verify Processor's compliance hereunder, provided that such inspection shall be carried out with reasonable notice (except where such notice would defeat the purpose of the Audit) during regular business hours and under a duty of confidentiality. The Controller or the Auditor may inspect, audit and copy any relevant records, processes and systems to verify compliance with the Applicable Data Protection Law and this DPA. The Controller shall take all reasonable measures to prevent unnecessary disruption to the Processor's operations.

5. Effect of Termination

As soon as it is no longer required for the performance of the Services and at the latest upon the expiration or termination of the Agreement, Processor shall promptly notify the Controller of all Data in its possession and promptly return or delete all such Data (at the Controller's sole election) and any existing copies thereof, at Processor's sole expense, unless any applicable law requires the further storage of the Data. The Processor shall certify to the Controller that all Data has been returned or destroyed in accordance with the foregoing and Controller's instructions. If the Processor cannot destroy or delete the Data due to technical reasons, the Processor will immediately inform the Controller and will take all appropriate steps to:

- Come to the closest possible to a complete and permanent deletion of the Data and to fully and effectively anonymize the

remaining Data; and

- Make the remaining Data which is not deleted or effectively anonymized unavailable for any further processing except to the extent required by any applicable law.

6. Indemnification

The Processor acknowledges that the obligations set forth in this DPA are essential and that any violation thereof may seriously harm the Controller. The Processor shall have full and sole liability for all damages resulting from a failure on its part to comply with the provisions of this DPA. Should any data subject to whom the Data relates, a data protection authority or any other regulatory body lodge a claim for compensation against the Controller that results from the Processor's breach of its obligations under the Applicable Data Protection Law (a "**Claim**"), the Processor shall assist and intervene in the Controller's defence against such Claim upon the Controller's request and shall indemnify and hold harmless the Controller against all costs and damages resulting from such Claim. The Controller shall give the Processor prompt written notice of any such Claim and shall provide all reasonable cooperation in the defence and settlement of such Claim, at the Processor's expense. The Controller shall not make any admission as to the Processor's liability in respect of such a Claim and shall not agree to any settlement in respect of such a Claim without the Processor's written consent.

7. Order of Precedence

In the event of a conflict between the provisions of this DPA and those of the Agreement in respect of the processing and protection of Data, the provisions of this DPA will prevail. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.



Schedule 1 to Appendix 1 : Data Processing Schedule

1. Categories of Data

The Data processed are the personal data provided by the Controller to the Processor in connection with the services provided by the Processor, which may include first name, last name, address, e-mail address, telephone number, location data, contact information, log-in information.

2. Categories of data subjects

Data subjects are the persons whose Data are processed by the Data Processor may include end users or employees and members of the staff of the Controller

3. Permitted processing operations for the Supplier

The processing consists of all data processing activities that are performed following the instructions of the Controller and that are necessary to deliver the Services to the Controller and for the Permitted Purposes, or as otherwise required by law.

4. Permitted Purposes

The Processor may process Data in accordance with the purposes set out in the Agreement and, generally, to provide its Services to the Controller; for fraud detection, prevention and mitigation purposes; for maintaining and enhancing the Services it or its Affiliates offer, as well as to enhance or further develop its services' offer or the one of its Affiliates as contracted by other customers, as the case may be by processing Data in aggregated form only; as required and permitted by law.

5. Duration

The duration of the processing is limited to the duration needed to perform its obligations under the Agreement, unless a legal obligation applies. The obligations of the Processor with regard to the Data processing shall in any case continue until the Data have been properly deleted or have been returned at the request of the Controller.