

## 1. DEFINITIONS

For the purposes of these general terms and conditions ("General Terms and Conditions"), the capitalised terms below are defined as follows:

"*Article*": an article of these General Terms and Conditions;

"*Confidential Information*": any information disclosed, generated and/or made available by one of the Parties in relation to the Contract, that has been designated or marked confidential, or which, given its nature or circumstances, ought reasonably to be considered confidential, including personal data processed within the framework of the Service and within the meaning of Article 15;

"*Contract*": any agreement formalised on paper or on any other durable medium specifying the Service and/or Product ordered by the Customer and accepted by both Parties;

"*Customer*": any natural person or legal entity acting primarily for the purposes of his/her/its commercial, industrial, craft or professional activity;

"*Customer Installation*": (i) hardware, physical element, equipment, installation, infrastructure, system and/or element constituting a network, and Sold Products under the control of the Customer and/or all Sold Products, which the Customer must have been delivered or given by one or several suppliers other than POST Telecom for using a Service (including any Product, wiring inside buildings, ducting and housings) and/or capable of interaction with any Service (including computer, television via decoder, telephone equipment, etc.), and (ii) any material equipment and any installation that do not constitute Provided Product to which the POST Telecom Network and/or Provided Product must be connected in order to provide all or part of one or several of the Services covered;

"*Customer Subsidiary*": any company (i) in which the Customer directly and/or indirectly holds more than fifty percent (50%) of shares with ordinary voting rights or the right to elect the majority of the members of the Board of Directors or any equivalent body, including their successors in title, transferees and/or beneficiaries as the case may be, or (ii) which directly or indirectly holds more than fifty percent (50%) of the shares of the Customer;

"*Data Protection Notice for Professional Customers*": the notice concerning the protection of POST Telecom personal data, which may be consulted at points of sale and at [www.post.lu/terms](http://www.post.lu/terms) ;

"*Description of Services*": specification of the Service(s) annexed to any Contract, including, where appropriate, the Special Terms and Conditions;

"*Force Majeure*": any unforeseeable, unstoppable or extraordinary event or circumstance beyond the reasonable control of the Parties and which prevents the affected Party from performing all or part of their obligations under the Contract. In particular, and in order to remove any ambiguity, the following disruptions shall not be attributable to POST Telecom: total or partial transport strikes, total or partial strikes at POST Telecom, among its Subcontractors and/or suppliers; floods, explosions or fires; extended periods of icy weather conditions and/or rainfall or excessive snow accumulation; operational or production incidents at POST Telecom, its Subcontractors or partners; disruption affecting the POST Telecom Network, as the case may be; stoppages, breakdowns and security incidents not falling under the responsibility of POST Telecom; traffic accidents, traffic congestion, and any other event generally recognised as a Force Majeure event by the courts;

"*JLR*": Institut Luxembourgeois de la Régulation (Luxembourg Regulatory Institute);

"*Intellectual Property*": without this list being exhaustive, any current and future patents, utility models, ideas and rights in relation to inventions (whether or not patentable or put into practice), improvements, all copyright and related rights

(including, without limitation, moral rights and rights of reproduction, distribution, communication to the public, rental and lending), trademarks (whether registered or not), trade names, names of products, abbreviations, slogans, commercial names, company names and recognition, domain names, database rights, and/or exclusive Confidential Information rights (including, without limitation, know-how and trade secrets), trade dress rights, goodwill rights, the right to act in the event of plagiarism, rights arising from unfair competition, rights concerning software (including, without limitation, algorithms, API [Advance Programme Interfaces], source codes, executive and purpose codes, devices, circuit and assembler designs), network configurations and architecture, concepts, marketing and development plans, methods and any other Intellectual Property rights, whether registered or not in all cases and including all applications and renewals or extensions of these rights and all similar or equivalent rights or all existing forms of protection worldwide. In order to remove any ambiguity, it is stated that Intellectual Property also includes all updates, upgrades, improvements, developments, configurations and extensions, as well as all derivative works relating to the aforementioned elements, related documentation or corresponding manuals;

"*Law on the Financial Sector*": the Law of 5 April 1993 on the Financial Sector, as amended;

"*Net Neutrality Document*": both documents "Net neutrality and quality of mobile internet access service" and "Net neutrality and quality of fixed internet access service" of POST Telecom, which may be consulted at points of sale and at [www.post.lu/terms](http://www.post.lu/terms) ;

"*Party(ies)*": collectively, the Customer and POST Telecom;

"*POST Telecom Staff*": Collaborators, irrespective of their status and/or the nature of their working relationship with POST Telecom, who are involved directly or indirectly, even occasionally or partially, in providing the Services and/or in the premises of the Customer or in premises under its control, in relation to the Services;

"*PFS Customer*": a Customer who is a professional in the financial sector regulated by the Law on the Financial Sector;

"*Price*": price applicable to the Services as specified in the Contract and payable by the Customer in accordance with the Contract;

"*POST Luxembourg*": POST Luxembourg, a public institution registered with the Luxembourg Trade and Companies Register under number J28 and situated at 20 rue de Reims, L2020 Luxembourg;

"*POST Telecom*": POST Telecom S.A., having its registered office at 1, rue Emile Bian, L-1235 Luxembourg, registered with the Luxembourg Trade and Company Register under number B 43290 and holder of business authorisation No 00116288/55 and approved by the Minister of Finance as a support PFS within the meaning of the Law on the Financial Sector and, more specifically, as a Customer Communications Agent (Article 29-1 of the Law on the Financial Sector), a primary IT systems operator for the financial sector (Article 29-3 of the Law on the Financial Sector) and a secondary IT systems and communication networks operator for the financial sector (Article 29-4 of the Law on the Financial Sector);

"*POST Subcontractor*": any POST Subsidiary to whom POST Telecom entrusts some or all of its obligations in the context of performing the Contract;

"*POST Subsidiary*": POST Luxembourg and/or any company (i) in which POST Luxembourg directly or indirectly holds at least fifty percent (50%) of shares with ordinary voting rights or the right to elect the majority of members of the Board of Directors or of any equivalent body, including their successors in title, transferees and/or beneficiaries as the case may be, or (ii) which directly or indirectly holds at

least fifty percent (50%) of the shares of POST Luxembourg;

"*Product*": any tangible or intangible goods sold, rented or provided under a Contract;

"*Provided Product*": any Product, including any hardware, physical element, equipment, infrastructure installation, system and/or element constituting a network, provided to the Customer by POST Telecom as part of a Service, in return for payment (rented Product) or free of charge, the details of which are laid down in the Contract;

"*POST Telecom Network*": any element of the network and related infrastructure (including hardware, equipment or installations that are not part of Provided Products, but with the exception of all Sold Products), that is wholly or partly used by POST Telecom to provide and/or interact with any Service;

"*Regulator*": any national or European authority with regulatory or supervisory power over any part of the activities of the Parties, including, without limitation, the *Commission de Surveillance du Secteur Financier* (CSSF - Luxembourg's financial regulatory body), the ILR, and the *Conseil de la concurrence* (Competition Council) or any institution, agency or authority succeeding them;

"*Regulatory Requirements*": any national, European or international legal and/or regulatory provisions that are applicable to one and/or the other Party or to the area concerned by the Services, including, but not necessarily limited to, the Law on the Financial Sector, and all codes and regulations, laws and legislations, statements and requirements applicable under these laws or drawn up or imposed by any authoritative regulator. For the sake of clarity, Regulatory Requirements also include all legal and/or regulatory provisions applicable to the fight against corruption, market abuse and insider trading, fraud and money laundering;

"*Service*": any service provided by POST Telecom described in the Contract;

"*Communications Service(s)*": service(s) providing the connection to a public communications network and/or electronic communications network(s) accessible to the public under the Law of 27 February 2011 on electronic communications networks and services, as amended;

"*Security Incident*": any act or attempted act of piracy, hacking and/or physical or other attack, or any other circumstance with a possible negative impact on the security of the Products, Customer Installation or POST Telecom Network;

"*Sold Product*": any Product sold to the Customer by POST Telecom;

"*Special Terms and Conditions*": any POST Telecom terms and conditions applicable to a specific category of Product or Service;

"*Subcontractor*": a subcontractor of any of the Parties, involved in the performance of all or part of the Contract and/or Services, including any POST Subcontractor or Third Party Subcontractor;

"*Subsidiary*": any Customer Subsidiary and/or any POST Subsidiary, as the case may be;

"*Third Party Subcontractor*": any Subcontractor that is not a POST Subsidiary and to whom POST Telecom subcontracts any part of the Services to be provided and/or all or part of its obligations under the Contract;

## 2. CONTRACT SCOPE AND CONCLUSION

- 2.1. These General Terms and Conditions apply to any Contract as duly notified to the Customer.
- 2.2. **Order** The Customer may order a Product and/or a Service according to the terms and conditions set out by POST Telecom, which may vary according to the relevant Service or Product and/or the relevant category of Customer.
- 2.3. **Identification - creditworthiness** Before signing the Contract and throughout its term, POST Telecom may ask the Customer to provide all information necessary to identify him/her and, where

appropriate, his/her creditworthiness. POST Telecom may make the provision or continuation of a Service or Product conditional on the payment of a guarantee deposit or a bank letter of guarantee, on the payment of an advance by the Customer or the imposition of shorter billing or payment terms. The amount deposited shall not accrue interest and shall be returned to the Customer at the end of the Contract (or no sooner than twenty-four (24) months after the date of deposit of the guarantee or delivery of the bank letter of guarantee) subject to regular payment of the amounts payable under the Contract on their due dates.

2.4. **Conclusion of the Contract** The Contract is concluded when the first of the following events takes place: signature of the Contract by all Parties, notification by POST Telecom of order confirmation, activation of the subscribed Service or delivery of the Product ordered by the Customer.

2.5. **Integrity** The Special Terms and Conditions, the Data Protection Notice for Professional Customers, the Net Neutrality Document and the General Terms and Conditions, as well as any other document expressly referred to in the Contract, are integral parts thereof and constitute the entire agreement between the Parties for the provision of the Product or Service in question, to the exclusion of any other conditions that have not been expressly accepted by the Parties.

2.6. In the event of any inconsistency between the provisions of the various above-mentioned contractual documents, these provisions shall prevail in the order set out in Article 2.5.

### 3. BILLING AND PAYMENT

3.1. POST Telecom bills the activated Product and/or Service in accordance with the pricing and rates applicable under the Contract, where appropriate, plus any applicable taxes at the current rate at the time the bill is prepared.

3.2. Bills may be sent by any means, notably by electronic means, where POST Telecom has an email address for the Customer or the Customer has a personal online space defined by POST Telecom. The sending of a paper bill by POST Telecom may be invoiced.

3.3. Bills drawn up by POST Telecom in relation to the Service shall be presumed correct between the Parties.

3.4. The Customer has fifteen (15) days from notification of a bill to dispute all or part of it in writing, giving reasons of such dispute. The submission of a written contestation does not discharge the Customer from having to pay the bill.

3.5. All bills must be paid by the means and within the deadline indicated on the bill. Failing a payment within this deadline, POST Telecom is entitled to bill the costs of recovery incurred as a result of the Customer's late payment.

3.6. Billed amounts remaining unpaid one (1) month after the payment date or the payment deadline specified in the Contract or, failing this, one (1) month after the bill is received, shall automatically incur interest at the statutory rate.

3.7. **Inaccuracies** In the event that the Customer has paid a bill, but either Party subsequently discovers, in reasonable circumstances, that this bill contains an inaccuracy or error, the Party concerned may submit a claim in the case of the Customer and an amending bill in the case of POST Telecom, to the other Party within sixty (60) days of the notification of the bill in question. Failing that, the bill shall be deemed duly accurate and correct, and fully accepted by the Customer.

3.8. **Immediate and advance payment** If the Customer is subject to bankruptcy or any other insolvency proceedings, deferred payment or judicial liquidation or has notified a regulatory authority of its intention to enter into voluntary liquidation (other than as part of restructuring or reorganisation); or (ii) if a receiver, liquidator or other official administrator has been appointed to manage all or a

substantial part of its assets; or (iii) if it is subject to a procedure, circumstance or situation similar to those described above, under any competent jurisdiction, POST Telecom is entitled to demand immediate payment of the overdue debts and/or advance payment of debts falling due from month to month.

### 4. PERFORMANCE OF THE CONTRACT BY POST TELECOM

4.1. **Provision** Unless otherwise agreed, POST Telecom will provide or, where applicable, activate the Product and/or Service as soon as possible after the Contract is concluded subject to technical capacity and its resources. In the event of non-compliance with Article 7.4 below, POST Telecom may refuse or suspend the Service activation or provision of the Product.

4.2. **Changes** During the term of the Contract, POST Telecom may - at its discretion, with no additional costs for the Customer and without altering the essential characteristics of the Service and/or Product

(e.g. price, data traffic speed, communication volumes included in a subscription) - change the means and terms of its provision (including routing, technical specifications and/or technologies used), in particular to keep track of technological developments and/or technical and regulatory constraints emerging after the Contract is signed.

4.3. **Intervention** Unless otherwise provided for in the Description of Services, where POST Telecom has to carry out work on all or part of a Customer Installation in order to ensure the proper performance of the Contract, POST Telecom shall promptly inform the Customer of the date of the work. If POST Telecom needs to work on-site, POST Telecom reserves the right to bill the Customer for travel expenses if the Customer refuses to allow the work to take place or is absent or not represented on the agreed date, without having first postponed the work date at least three (3) working days before the date initially scheduled.

If there is a risk that work could significantly damage a Customer Installation, a work report may be drawn up stating the condition of the Customer Installation before and after the work. If the Customer or his/her representative refuses to use such a work report, POST Telecom may refuse to carry out the work and/or suspend or terminate the Contract in accordance with Article 13 below. Unless otherwise specified on the work report after the work is carried out, the work is deemed to have been accepted by the Customer or his/her representative.

4.4. **Access to the Installation** To the extent that POST Telecom or any of its Subcontractors carries out its activities on any Customer premises, POST Telecom undertakes to ensure that POST Telecom Staff on these premises comply with the rules applicable to the Customer's premises, as notified by the Customer no later than the date of entry into force of the Contract in question. Should these rules have been amended after this date, the Customer undertakes to notify POST Telecom accordingly, in writing, sufficiently in advance. Where such changes would have some kind of impact on the Services in whole or in part and/or on the Price, the Parties shall agree thereto by means of an addendum to the Contract.

POST Telecom shall under no circumstances be held liable for the consequences of any delay or damage caused as a result of the Customer's unjustified refusal to grant POST Telecom Staff, at the request of POST Telecom, the required access to the Customer premises and/or Customer Installation and/or Provided Product, and/or his/her delay in granting this required access.

4.5. **Customer Installation** POST Telecom is not responsible for ensuring that a Customer Installation is suitable or compliant. The Customer may, at his/her own expense, subject to technical eligibility

and feasibility, subscribe to a Product installation Service and/or Customer Installation adaptation Service (e.g. wiring inside a building). For certain Services, the Customer may, under certain circumstances, also be required to buy a kit enabling himself/herself to install the Service. POST Telecom is entitled to obtain, upon first request, information about the technical characteristics of the Customer Installation, including its network and installation, if this information may contribute to the proper performance of the Contract.

4.6. **Complaints** For questions or complaints and unless otherwise specified in the Contract, the Customer may contact POST Telecom through its 24/7 call centre, the contact details of which may be found on <https://www.post.lu/particuliers/contactez-nous>, or by any other means provided by POST Telecom for this purpose and in accordance with the procedures described in greater detail in the Description of Services.

In principle, the internal dispute resolution department of POST Telecom replies to all complaints submitted within ten (10) working days of receipt. If investigation of a case takes longer, POST Telecom undertakes to send acknowledgement of receipt to the Customer within the above-mentioned period, indicating the references of the complaint to be mentioned in any subsequent contact. On this basis, the Customer can monitor the processing of his/her claim by contacting POST Telecom via the means of contact mentioned above.

4.7. **Malfunction** In the event of a malfunction, the times and costs for restoring a Service are indicated in the applicable Description of Services.

4.8. **Characteristics of the Internet** The Customer declares and acknowledges that he is fully aware of the characteristics and constraints of the Internet and, in particular, that he is aware that the technical reliability of transmissions of data and information via the Internet is limited, since this data and information circulates on a variety of networks with different technical characteristics and capacities which may make access difficult, if not impossible, at certain times.

4.9. The Customer expressly declares and acknowledges: (i) that all computer equipment (server, computer, etc.) is vulnerable to breaches by unauthorised third parties and, therefore, may be or become corrupted, and that information circulating on the Internet is not protected against possible intended misuse (free access) or against potential viruses; (ii) That any person may create a link giving access to a website and/or to parts of its content that may be either on the computer or on the server, and that the communication of such a website therefore exposes it to these risks and dangers.

4.10. **Customer Representative** The Customer may appoint one or more natural persons identified by name on a document drawn up in line with the terms and conditions stipulated by POST Telecom to act in the name and on behalf of the Customer in relation to any Products and/or Services subscribed to by the Customer and/or any topics relating to the Contract(s) in question.

### 5. MONITORING AND ASSESSMENT

5.1. POST Telecom reserves the right to monitor technical trials and/or tests directly or indirectly in order to check on the level of quality and/or security of all or part of the Services as well as the performance of the Contract. This monitoring may be performed by any member of POST Telecom Staff (including its internal security teams) or by any third-party expert of its choice.

5.2. POST Telecom may conduct such evaluations without any obligation to inform the Customer thereof, unless, for such purposes, POST Telecom needs to access all or part of the Customer Installation and/or his/her premises. In the latter case, POST Telecom shall give the Customer at least



- a three (3) working days' prior notice, following which the Customer shall grant POST Telecom appropriate access to the installations and premises in question or relevant to these assessments. The Parties shall organise such access (including its planning and duration) in a reasonable manner and in good faith with the Customer granting such assistance and support as may be necessary for the assessments to be performed correctly.
- 5.3. Should POST Telecom decide to involve one or more third-party experts in such an assessment, POST Telecom undertakes to inform the Customer of the fact in advance. Should the Customer so request, POST Telecom shall ensure that the third-party expert(s) concerned sign(s) a confidentiality agreement before undertaking the audit work.
- 5.4. The Customer undertakes to correct any problem detected during such an assessment as soon as possible (such as, for example, an actual or potential vulnerability, breach or failure, etc. especially in relation to the Customer Installation) and to bear the related costs until the result of a subsequent re-evaluation confirms that the problem detected has been correctly resolved.
- 6. SUBCONTRACTING**
- 6.1. **POST Telecom Subcontracting** The Customer understands and accepts that in the context and for the purposes of providing the Services, POST Telecom is entitled to use the services of Subcontractors, whether regulated or not, situated outside Luxembourg, within or outside the EU and in particular from:
- POST Luxembourg for internal support services (such as, in particular, HR, accounting, legal department, in-house IT, purchasing) and ICT services for the provision of the Services;
  - POST Subcontractor, including Victor Buck Services S.A. for billing activities; or
  - any other Subcontractor mentioned in the Contract.
- The list of subcontractors may change during the course of the contractual relationship between POST Telecom and the Customer. The Customer accepts this, subject to the provisions of Article 16.5 below.
- 6.2. **Liability** If subcontracting takes place under this Article 6, POST Telecom shall remain liable for any act and any omission by it or its Subcontractors as if the act or omission had been directly committed by POST Telecom.
- 6.3. **CSR** POST Telecom is committed to corporate social responsibility and makes every effort to ensure that all of its Subcontractors embrace the values and commitments described in its supplier code of conduct available on [www.postgroup.lu](http://www.postgroup.lu).
- 7. CUSTOMER'S OBLIGATIONS**
- 7.1. **Use of the Service or Product** The Customer shall use any Service and/or Product with due care and attention and in accordance with the instructions of the manufacturer and POST Telecom. He/she shall remain fully responsible for their fraudulent and/or unfair use by himself/herself or by a third party if he/she tolerates or facilitates such use. The Customer undertakes to comply with any fair use policy stipulated, where appropriate, in the Contract applicable to the Service in question.
- 7.2. POST Telecom shall notify the Customer of any ascertained infringement of Article 7.1. In such cases, the Customer agrees that POST Telecom (i) will bill the Services used in accordance with the applicable Price and/or (ii) will limit the Service provided for the remainder of the active billing period in question if the Customer does not immediately stop such acts or repeats them (it being specified that this limitation may result in a reduction in the quality of some Services, especially Services with very large bandwidth requirements).
- 7.3. **Verification by the Customer** Before entering into a Contract, the Customer acknowledges that he/she has verified the technical and operational characteristics of the Service and/or Product in question in relation to his/her needs, as well as the compatibility and suitability of any Customer Installation in question. For certain Services, a verification tool may be provided by POST Telecom to enable the Customer to check whether the Service is available and the Customer is eligible. The results given by this tool are for information only and do not constitute any confirmation on the part of POST Telecom that the Customer subscribed to the Service. In any case, Customer eligibility for a Service remains to be confirmed by POST Telecom.
- 7.4. **Customer Installation** The Customer shall remain fully responsible for all Customer Installations, which it guarantees will be installed by a specialist in the given technical field holding all necessary qualifications and legal authorisations required. The Customer is obliged to secure insurance on the installations and permanently maintain them in good condition and in compliance with the regulations in force and the technical specifications of the Product or Service, and to ensure that they are appropriately protected against Security Incidents. In this respect, POST Telecom may (but is not required to) ask the Customer to proceed to the upgrade of the software in the Customer Installation, failing which the operation of the Service may not be ensured. The Customer, where appropriate, shall make the Customer Installations available to POST Telecom in a timely manner. If the Client cannot meet any particular time frame agreed in the matter, he/she shall immediately inform POST Telecom thereof and cooperate with POST Telecom until the relevant Customer Installation has been supplied. The Customer remains fully responsible for all consequences of all delays, including regarding the payment of the Price components concerned to POST Telecom.
- 7.5. **Security Incident** In the event of any Security Incident, the Customer must inform POST Telecom of it as soon as possible. The Customer shall be responsible for Security Incidents (including any costs arising as a result of using the relevant Product or Service) attributable to him/her or that occur via a Customer Installation. POST Telecom may take any necessary measure to avoid or limit a Security Incident or the risk of a Security Incident or to limit a possible known Security Incident and will inform the Customer in good time.
- 7.6. The Customer may not assign, rent or resell all or part of a Service and/or Product to third parties.
- 7.7. **Information** The Customer shall inform POST Telecom of any item necessary for the proper performance of the Contract as soon as he/she becomes aware of it (or ought reasonably to have become aware of it), including any changes to his/her data as specified in the Contract, any incompatibility between a Customer Installation and a Service or Product, any damage occurred on the components of the Provided Products or of the POST Telecom Network, and/or any Security Incident.
- 7.8. **Customer support** The Customer shall provide, free of charge and throughout the term of the Contract, such assistance as may reasonably be expected or required, as well as all relevant or appropriate information to assist POST Telecom in providing the Services and throughout any work carried out by POST Telecom (i) adequate hosting and support, (ii) an area or space large enough for the Product and/or Service in question, in accordance with any possible stipulations in the Contract, clean, correctly ventilated and in line with the thermal and humidity conditions required for this Product and/or Service, sufficiently lit and connected to a compliant, non-temporary and easy-to-access electrical installation, and (iii) all necessary amenities (including electricity in particular) in this context.
- 7.9. **Contact** The Customer shall appoint, from its Staff, a contact person with sufficient qualifications and knowledge to undertake such tasks and obligations; such person shall be responsible for all aspects relating to the provision of the Services and shall be the single point of contact for POST Telecom in this regard.
- 7.10. **Access** Unless otherwise specified in the Description of Services, the Customer shall provide, in a timely manner (i) free and secure access, if necessary remotely, to any Customer Installation (including any Product) and in particular to remedy any failure and/or to perform servicing or maintenance works to the extent it may be necessary for the proper performance of the Contract or the integrity of the Provided Product or POST Telecom Network. The Customer shall grant the right to inspect these elements to the extent that POST Telecom and/or its Subcontractors, where applicable, consider this access and/or inspection is/are necessary for the proper performance of the Contract.
- 7.11. **Authorisation** The Customer is assumed to have obtained all necessary authorisations from the competent authorities and, where applicable, from the owner of the building in which the Service is to be provided, as may be required for the Service or Product in question.
- 7.12. **Trademarks and logos** The Customer may not under any circumstances remove any trademarks, logos or other distinguishing marks that may be affixed to the components of a Provided Product.
- 7.13. **Failure to comply with obligations** If the Customer fails to comply with all or part of his/her obligations arising under this Article 7 or there is reasonable doubt as to his/her compliance, POST Telecom may not be held liable for the consequences of any delay or damage arising therefrom and is entitled to (i) refuse, suspend or postpone its intervention and/or the provision of all or part of the Products or Services and to (ii) bill any additional costs and/or damage arising from this situation.
- 7.14. The Regulatory Requirements oblige POST Telecom to identify and verify the identity of its Customers. In this context, the Customer undertakes to provide POST Telecom with such relevant information as POST Telecom may request in order to conclude this Contract, and throughout the contractual relationship by guaranteeing the veracity of this information allowing the identification of the Customer, its proxies or its representatives and economic beneficiaries, and to keep this information up-to-date throughout the contractual relationship. Any change in the information communicated to POST Telecom must be notified within a maximum of 10 days of the change, in accordance with the conditions of Article 17 below. This obligation is deemed essential and its breach may result in suspension of the Contract with immediate effect by POST Telecom in accordance with Article 13.1(vi) below.
- 7.15. **Indemnification** The Customer agrees, irrevocably and unconditionally, to indemnify and hold harmless POST Telecom, and POST Subsidiaries, its representatives, employees and partners against any lawsuit, claim, liability, loss, cost, expenditure (in particular lawyer's costs and fees, expert fees, court fees, potential compensation payments, loss of earnings, etc.) of any nature resulting directly or indirectly from failure of the Customer to comply with any of his/her obligations.
- 8. POST TELECOM'S OBLIGATIONS**
- 8.1. When providing the Services, POST Telecom will act with all the care that might be expected from an honest, competent and professional provider in comparable circumstances and within the framework of comparable terms and conditions.
- 8.2. POST Telecom shall make every effort to provide the Services in accordance with the Contract. Subject to the implementation of a service level agreement in relation to one or more specific Services, the obligation of POST Telecom concerning the

- performance of a Contract is limited to a best-efforts obligation.
- 8.3. Unless specifically or otherwise provided for in the Contract in question:
- POST Telecom appoints contact persons with sufficient qualifications and knowledge to undertake such tasks and obligations, from among its Staff;
  - for the purposes of implementing the Services, POST Telecom shall, where appropriate, define a Services approval procedure in the Description of Services and implement it.
- 8.4. Concerning the risks inherent in the provision of ICT and telecommunications Services, and especially international communications involving infrastructures and/or networks that are not POST Telecom networks or equipment, hardware and/or installations that are not some Provided Products, POST Telecom will endeavour to ensure the continuity and quality of the Services as well as the availability and reliability of the POST Telecom Network subject to and to the extent of technical constraints and reasonable means available from a commercial point of view.
- 8.5. POST Telecom will take every commercially reasonable measure at its disposal, notably taking into account the state of the technological development when the Contract was concluded, to prevent any breaches in the POST Telecom Network and/or the Provided Product. The Customer acknowledges that this is only a best-effort obligation and accepts full responsibility for all breaches and/or consequences thereof that result from the behaviour, fault or omission of the Customer or that have been facilitated by the latter (including by any of its members of Staff, visitors and/or Subcontractors) to the extent that these acts do not correspond to those of a normally diligent and prudent person.

## 9. PRODUCT SALE, RENTAL OR PROVISION

- 9.1. **Warranty on a sold Product.** The Customer benefits from the legal warranty for hidden defects on any purchased Product. For certain Products, a commercial warranty is included or may be subscribed to by the Customer in the relevant Contract. Any form of warranty, remedy or liability on the part of POST Telecom is excluded if the Customer was aware or ought reasonably to have been aware of the defect when the Product was delivered. Second-hand Products are sold in their current state and the Customer is deemed to be aware of their condition.
- 9.2. **Provided Product.** As part of certain Services, POST Telecom rents or provides a Provided Product to the Customer. Unless otherwise stipulated in the Contract, a Provided Product remains the exclusive property of POST Telecom and may not under any circumstances be sold, sub-let, modified, pledged or used as a security or lent to a third party, in any manner, by the Customer, who may not use the said Product in any other way.
- 9.3. **Liability.** The Customer shall be solely responsible for using and keeping a Provided Product (including a Provided Product already delivered to the Customer but not yet used and/or activated by him/her, or temporarily disconnected) with due care and for protecting it against Security Incidents. The Customer shall be responsible for any damage, loss, theft and/or destruction of a Provided Product, whatever the cause, including the action, fault or negligence of the Customer's Staff, its visitors and/or Subcontractors, unless this is due exclusively to gross or wilful negligence on the part of POST Telecom. The Customer shall seek to secure insurance on the Provided Product is against any risk of damage during the term of the Contract. The Customer shall bear all reasonable costs and fees arising from the events described above, including, but not limited to diagnosis, correction and transportation expenses.
- 9.4. **Damage.** In the event of damage, loss or theft of a Provided Product, the Customer must inform POST

- Telecom as soon as possible including, where applicable, a copy of the statement of theft or loss submitted to the competent authorities. In any case, the Customer shall reimburse POST Telecom for the residual value of the Provided Product at the time of its damage, loss or theft. The Customer also remains liable to POST Telecom for any costs incurred for the use of the Product until POST Telecom was informed of the damage, loss or theft.
- 9.5. **Replacement/repair.** Should a Provided Product malfunction during the term of the Contract, the Customer undertakes to inform POST Telecom immediately. The Provided Product will then be repaired or replaced as soon as possible subject to availability. POST Telecom will determine at its discretion what technical means are appropriate for this purpose and its liability is limited to repair or replace it. Such repair or replacement of a defective Provided Product is free of charge unless the fault is attributable to the Customer.
- 9.6. The Customer is hereby expressly informed and accepts that POST Telecom and its Subcontractors reserve the right to take appropriate actions on a Provided Product, and to change, update - remotely, where appropriate - or replace all or part of a Provided Product at any time, notably in the event of technical constraints, in order to improve the Service or ensure its compatibility with the Service. Such a replacement will be billed to the Customer. In any case, the Customer must obtain prior authorisation from POST Telecom in writing before undertaking any handling of a Provided Product - notably access, intervention, modification, disassembly, disconnection and/or relocation in a place that does not correspond to the Customer premises agreed in the Contract - and prior to modifying the environment or conditions of use (i.e. operating conditions) of any Provided Product. Any handling of a Provided Product must be in strict conformity with the manufacturer's instructions and/or any instructions from POST Telecom and must be undertaken professionally, with the care required and in compliance with the most recent standards and practices in the industry. In order to remove any ambiguity, it is stated that the prior authorisation in writing from POST Telecom referred to above may be conditional upon the conclusion of an amendment to the Contract as a direct result of the intended changes.
- 9.7. **Loss of data.** POST Telecom may not under any circumstances be held liable for loss of data stored on a Provided Product (including where such loss occurs while the Provided Product is being analysed and/or repaired). The Customer shall take all measures necessary to protect the data stored on any Provided Product against any loss or unauthorised access prior to the intervention of Post Telecom and/or any of its Subcontractors.
- 9.8. **Returns.** If a replacement Provided Product is provided while the Provided Product is being repaired and/or analysed, the Customer must return the replacement Provided Product in its original condition, apart from normal wear and tear, no more than three (3) working days after the Provided Product is returned after repair and/or analysis. Failing its return, the residual value of the Provided Product will be billed to the Customer.
- 9.9. **Risk transfer.** The risks of a sold or rented Product are transferred to the Customer as soon as it is provided by POST Telecom to the Customer or to a third party designated by the Customer (other than the transport company appointed by POST Telecom).
- 9.10. **Retention of title clause.** Products sold to the Customer by POST Telecom remain fully and exclusively the property of POST Telecom until the Customer has paid for them in full.

## 10. INTELLECTUAL PROPERTY

- 10.1. The Customer acknowledges that the intellectual property rights (including notably the rights

- concerning any software, logos and trademarks) that are provided to him or are used or created as part of the provision of a Product or Service do not belong to him/her. The Customer does not have the right to use these intellectual property rights for purposes other than normal use of the Product or Service, except as expressly permitted by law.
- 10.2. Unless otherwise stipulated in the Contract, POST Telecom is responsible for obtaining and maintaining the necessary licences for all hardware and software used to provide a Product or Service and more particularly relating to the Provided Product. Where a Service or Product becomes or is likely to become, in the opinion of POST Telecom, subject to an interim or final court ruling or to an arbitration decision relating to the intellectual rights of a third party, POST Telecom, at its own discretion and at its own expense:
- Will do what is necessary to allow the Customer to continue to use the relevant hardware and/or software without infringing the rights of such third party; or
  - Will replace or modify the relevant hardware and/or software or the relevant parts of the Service or Product so that they no longer infringe the rights of the said third party.
- 10.3. If, despite reasonable efforts made by POST Telecom, none of the above-mentioned alternatives is commercially reasonable, either Party may terminate the Contract in accordance with Article 13.2 (ii) for POST Telecom and Article 13.3 (iii) for the Customer.

## 11. CONTRACT TERM

- 11.1. The Contract comes into force as soon as it is signed by the Parties in accordance with Article 2.4.
- 11.2. Unless otherwise agreed, if the Contract is signed for a minimum term, it shall be automatically extended for an indefinite term unless terminated by either Party at least one (1) month before the renewal date.
- 11.3. Unless otherwise agreed, if the Contract is for an indefinite term, either Party may terminate it at any time subject to one (1) month's notice.
- 11.4. Articles 3 (Billing and payment), 9 (Product sale, rental or provision), 13 (Suspension - termination), 14 (Limitation of POST Telecom's liability), 16 (Confidentiality), 18 (Notices between parties - agreement on evidence and signature), 20 (Final provisions), 21 (Applicable law) and 22 (Settlement of disputes) shall remain in force notwithstanding the end of the Contract.

## 12. AMENDMENT DURING THE CONTRACT TERM

- 12.1. The Contract may not be amended unilaterally by either Party.
- 12.2. By way of derogation to Article 12.1, POST Telecom reserves the right to amend the Contract unilaterally at any time on any objectively justifiable grounds including for example if the technical specifications of the Service have been amended forcing the Customer to acquire new access equipment, technological developments or constraints resulting from the commercial relationship between POST Telecom and its suppliers, or a legislative or regulatory change. In this case, the amendment will be notified to the Customer no later than one (1) month before it comes into force. The Customer shall not be entitled to any compensation (i) where the contractual amendment applies to Services other than Communication Services, or (ii) in the case of Communication Services, if the amendment to the Contract is not detrimental to him/her or involves a rate increase due to increased taxes or duties (such as copyright) applicable to the Product or Service or an increase in the consumer price index. If the Customer terminates the Contract in one of the cases mentioned under (i) and (ii) above, the provisions of Articles 13.4, 13.5 and 13.6 apply. In all other cases, the Customer shall be entitled to terminate the Contract without charge within one (1)



month of the date on which the change is notified. The provisions of Articles 13.4 and 13.5 below will nevertheless continue to fully apply.

## 13. SUSPENSION - TERMINATION

13.1. POST Telecom is entitled to suspend the Contract and/or any particular Services in full or in part with immediate effect, without any compensation being due as a result:

(i) if required to do so by a competent authority or court, the applicable legislation and/or regulations, or if the Customer has breached the legislation and/or regulations in force causing direct or indirect damage to POST Telecom;

(ii) in the event of a Security Incident, manifest fraud by a third party or where the smooth operation or integrity of the Provided Product or the POST Telecom Network so requires;

(iii) for (i) technical, operational, security reasons, whether planned or emergency, such as preventive or corrective maintenance, servicing, updating or upgrading, repair, replacement and/or installation of any Provided Product and/or the POST Telecom Network (including the associated complete hardware and licensed software), along with (ii) any site or technical intervention to ensure correct functioning of the latter. In this case, notwithstanding any other provision to the contrary in the Contract and provided that it is reasonably permitted in this situation, POST Telecom will inform the Customer in advance of any intervention on the POST Telecom Network and/or on the Provided Product that might reasonably have a negative impact on, or interrupt provision of, all or part of the Services. If advance notice is not possible in accordance with this Article and in the event of an emergency intervention, POST Telecom will inform the Customer as soon as reasonably possible.

(iv) In the case of a request for deletion of certain types of the Customer's personal data or revocation of the Customer's consent concerning the transmission of Protected Information to Subcontractors.

Notwithstanding the above and except in an emergency, in the event that the intervention exclusively concerns the Customer and could reasonably have a negative impact on the Services provided, the Parties agree to cooperate in a reasonable manner in order to organise the planning of the intervention in good faith.

(v) in the event of manifest fraud by the Customer, unfair use of the Service(s) or unapproved use of a Customer Installation pursuant to the legislation applicable in Luxembourg;

(vi) in the event that the Customer fails to comply with all or part of his/her contractual, legal, regulatory, statutory and/or administrative obligations, including with regard to his/her transparency and reporting obligations, as referred to in Article 7.14 above;

(vii) in the event of Force Majeure;

(viii) in the event of late payment of a bill relating to this Contract and/or this/these Service(s), that has not been regularised at the latest within five (5) days of POST Telecom sending a payment reminder;

(ix) If the Customer is subject to bankruptcy proceedings or any other insolvency procedure, or

(x) Following failure to act upon formal notice as defined in Article 13.2 (iii) below.

The Customer shall be informed as soon as possible of any suspension measure. Suspension shall be maintained until the grounds for applying it have been removed.

For the sake of clarity, in the event that the Service(s) in question is (are) expressly covered by a service level agreement governing the assistance, maintenance and service level agreement with which the Parties are obliged to comply in relation to one or more specific Services, this Article shall apply subject to and within the limits of said applicable

service level agreement. In the event of suspension as defined in Article 13.1 (iv), (v), (vi) and (viii), the suspension measure does not discharge the Customer from paying due bills and POST Telecom is entitled to claim compensation for blocking and, where appropriate, for reactivating the Service in question in line with the rate plan. The Customer shall be entitled to the same compensation if the suspension is due exclusively to a failure by POST Telecom to meet one of its essential obligation under the terms of the Contract.

13.2. Without prejudice to Articles 11.2, 11.3 and 12.2 above, POST Telecom is entitled to terminate the Contract or a specific Service, in full or in part, with immediate effect, without any compensation being due as a result, in the following circumstances:

(i) if a suspension measure as defined in Article 13.1 lasts more than fifteen (15) days;

(ii) for reasons beyond the control of POST Telecom, such as technological developments (including technological obsolescence of the Provided Product or of the POST Telecom Network entailing the end of the life of a Service) or constraints arising from the business relationship between POST Telecom and its suppliers, given that the Customer has failed to fulfil or has refused to subscribe to the alternative Service offered by POST Telecom within thirty (30) days of the above notification; or

(iii) if POST Telecom has served prior notice to the Customer requiring him/her to comply with the legal or contractual requirements in force or to stop any unlawful, fraudulent and/or improper use by third parties insofar as such use has been tolerated or facilitated by the Customer and where the Customer has not responded satisfactorily to the formal notice within one (1) month of its being served.

13.3. Without prejudice to Articles 11.2, 11.3 and 12.2 above, the Customer may terminate the Contract:

(i) If POST Telecom breaches one of its fundamental obligations under the Contract and fails to fulfil it within (1) month of formal notice being served;

(ii) If it has not been possible to activate the Service because the Service in question is not technically eligible; or

(iii) In all other cases and without prejudice to any specific provisions in the Contract, subject to one (1) month's notice.

13.4. In the event that the Contract is terminated for any reason:

- the Customer shall pay for the Service in proportion to the number of days of use until the effective termination date, as specified in the termination notice;

- except in the case mentioned below, the Customer shall be obliged, with immediate effect on the termination date, in accordance with the arrangements laid down by POST Telecom to return, or allow POST Telecom to retrieve the Provided Products and Sold Products upon first request where the Price has not been paid in full. Failing that, POST Telecom shall be entitled to issue an invoice corresponding to the market value of the Provided Product in question according to the applicable rate on the Contract termination date;

13.5. If the Contract is terminated under the terms of Articles 12.2, 13.2 (ii) and 13.3 (i) to (ii) above, the Customer must repay the residual value of any Sold Product whose price is subsidised by the subscription price of the Service in question.

13.6. If the Contract is terminated in accordance with Article 13.2. (i) 13.2 (iii) or 13.3 (iii) above, the Customer shall be liable for all resulting damages plus a termination penalty equal to the monthly subscription payments for the Service(s) in question for the time remaining until the end of the minimum commitment period under the Contract. This termination penalty will not be less than twenty (20) euros.

13.7. Unless otherwise agreed, any migration of a Service to another rate package (or technical package) or to another operator (including in the case of porting a

telephone number or in the case of an authorisation to unbundle a line in favour of another operator) constitutes a termination that must follow the rules of these General Terms and Conditions and, where appropriate, the porting conditions in force as published by the ILR on the date the porting request is made.

13.8. The Services of a bundled package billed at a single subscription price are part of a single Contract, the termination of which, even of just one Service, automatically entails the termination of all bundled Services. Any discounts and/or other advantages granted due to simultaneous subscription to several Services are no longer valid if the Contract relating to at least one of these Services is terminated. In this case, these discounts automatically cease to be valid from the effective termination date.

13.9. Any Force Majeure event shall suspend the obligations arising from the Contract, from the date of notification by the Party thus affected, to the other Party, for as long as it continues to occur. When POST Telecom is the Party affected by a Force Majeure event, it shall be entitled to be paid for the Service(s) actually provided.

Should such a Force Majeure event occur and prevent either Party from fulfilling all or part of their contractual obligations, or might reasonably affect the future performance of the latter, this Party must:

(i) Duly inform the other Party without undue delay, stating the nature, probable duration and foreseeable effects of the Force Majeure event; and

(ii) Take all measures necessary to mitigate the consequences and/or effects of the Force Majeure event. However, if such an event lasts for more than one (1) month, either Party will be entitled to terminate the Contract with fifteen (15) days' notice and without compensation for the other Party.

## 14. LIMITATION OF POST TELECOM'S LIABILITY

14.1. POST Telecom may not be held liable with regard to the Customer for any damage or prejudice:

(i) that is not primarily attributable to it (notably in the event of Force Majeure or a Security Incident), in which case joint and several liability with other debtors is excluded; or

(ii) resulting from the nature or content of communications and/or information to or from the Customer, transmitted via or stored on the Provided Product or POST Telecom Network or on a Product; or

(iii) Resulting from a cause primarily attributable to the Customer, notably in the event of non-compliance with a provision of Article 7; or

(iv) Resulting from a measure taken by POST Telecom pursuant to Article 13.1; or

(v) Any intrusion into the POST Telecom Network and/or into any Provided Product that is beyond the reasonable control and responsibility of POST Telecom; or

(vi) In the event of a Security Incident affecting the Customer Installations during or after performance of the Service, when the purpose of the Service provided by POST Telecom is not to prevent such a Security Incident;

(vii) Resulting from a lack of conformity or other shortcoming in a Service or Provided Product, which has been notified more than one (1) month after the time the Customer should reasonably have become aware of it or after a period of six (6) months after the date on which the relevant Service or Product was provided.

14.2. The liability of POST Telecom is also limited to:

(i) foreseeable, direct, personal and certain damage, to the complete and express exclusion of all indirect or immaterial damage and/or any loss of turnover, customer base or contracts, any staff costs and/or any deterioration or distortion of data; and

(ii) a total amount equal to the amounts actually paid by the Customer to POST Telecom under the

Contract during the twelve (12) months prior to the event giving rise to liability; and  
(iii) Any damage or prejudice suffered by the Customer as a direct result of gross and/or wilful negligence on the part of POST Telecom.

## 15. PROTECTION OF PERSONAL DATA

POST Telecom, as data processor under the applicable laws and regulations applicable to data protection, may process some personal data in accordance with the Customer's instructions as data controller described in the Data Protection Notice.

## 16. CONFIDENTIALITY

16.1. Due to its status as a support PFS, POST Telecom and its Staff are obliged to maintain professional secrecy in the context of delivering its Services. Professional secrecy only covers information directly entrusted to POST Telecom by the Customer, to the exclusion of any other data (the **Protected Data**). Therefore, unless specifically stated otherwise in the Contract or Special Terms and Conditions relating thereto, the data transmitted via POST Telecom within the framework of the Services provided by POST Telecom (including, in particular, the fixed and mobile telephone and Internet access Services) are not covered by professional secrecy.

16.2. In order to provide optimal Customer service in accordance with high quality standards, ensure regulatory compliance and benefit from the technical resources of qualified specialists, as described in Article 6.1 above, POST Telecom subcontracts certain tasks, activities or services to third parties or Subcontractors, who may not be regulated and may be located outside Luxembourg, within the EU or outside the EU.

16.3. The Customer acknowledges that the use of third parties or Subcontractors may give rise to information being shared, including Protected Information such as, in particular, certain commercial, accounting or technical information relating to the Customer and, possibly, to the Customer's own customers, in the context of a service contract or pre-contractual negotiations.

16.4. Third parties or Subcontractors are either subject to the legal obligation of professional secrecy or contractually obliged by POST Telecom to comply with strict confidentiality rules. The Customer nevertheless acknowledges and accepts that Subcontractors are not subject to Luxembourg professional secrecy rules and that the professional secrecy that may apply to them may be less strict than Luxembourg legislation on professional secrecy. Furthermore, under certain circumstances and despite their confidentiality commitments, they may also be legally required to provide Protected Information transferred to them by POST Telecom in the context of subcontracting to third parties or to the authorities.

16.5. In accordance with the Regulatory Requirements and for the purposes and duration of the Contract, the Customer instructs POST Telecom to transfer all Customer data (including the Protected Information) as part of the use of third parties or subcontracting.

16.6. The Customer acknowledges that he is aware, upon subscription to the Service, of the details regarding subcontracting arrangements, including the transfer of Protected Information, the Protected Information that may be transferred and/or disclosed for each subcontracting and the country in which the Subcontractors are established. The Customer shall be informed by POST Telecom, in accordance with the terms and conditions determined by the latter, in the event of any changes in subcontracting arrangements or when a new subcontracting arrangement including the transfer of Protected Information takes place. The Customer has the option of consulting regularly updated information concerning subcontracting with the POST Telecom contact person or at points of sale. Any new subcontracting arrangement or

change in the country of a Subcontractor shall be deemed accepted by the Customer if the Customer has not sent any objection in writing with POST Telecom in accordance with the terms of Article 18 below and within thirty (30) days of the sending of the notification concerning the new subcontracting arrangement or change of country of a Subcontractor.

16.7. The Parties agree that Confidential Information excludes information which:

- (a) Was in the legitimate possession of the Receiving Party (as defined below) at the time of its disclosure by the Disclosing Party (as defined below);
- (b) Was in the public domain at the time of its disclosure by the Disclosing Party to the Receiving Party;
- (c) Is considered to be part of the public domain subsequent to its disclosure by the Disclosing Party to the Receiving Party;
- (d) Was disclosed by a third party to the Receiving Party without restriction concerning its disclosure or use, unless the Receiving Party was effectively aware that the third party in question had acquired such information unlawfully, through a breach of Contract or within the framework of a fiduciary relationship.

16.8. Taking into account all the Confidential Information provided by one of the Parties (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) in relation to this Contract, the Receiving Party undertakes:

- (i) To keep this Confidential Information secret and protect it with the same degree of care with which it protects its own equally important Confidential Information;
- (ii) To use this Confidential Information exclusively within its commercial relationship with the other Party and its Subsidiaries, as well as in relation to this Contract and/or the Services;
- (iii) To limit access to this Confidential Information, as well as its disclosure, exclusively to its Staff members and/or the staff of its Subcontractors strictly concerned and directly involved in the implementation of this Contract and/or provision of the Services or a part thereof (collectively referred to as **"Authorised Persons"**) and not to disclose the Confidential Information to any third party (including, but not limited to, another of its agents, consultants and/or Subcontractors who is not one of the Authorised Persons);
- (iv) To require each of the Authorised Persons to whom access to the Confidential Information has been or will be granted or given to make a formal undertaking, through a contract, employment regulation or any other appropriate manner of the Receiving Party's choosing, to keep it confidential and, more specifically, to comply with the provisions laid down in this Contract;
- (v) Not to analyse or otherwise manipulate by reverse engineering any of the Confidential Information, nor to assist other persons in disassembling, decompiling, manipulating by reverse engineering or otherwise attempting to recreate the Confidential Information.

16.9. The Receiving Party shall notify the Disclosing Party of any unauthorised use, access and/or disclosure of any Confidential Information or any other breach of this Article 16 as soon as it is discovered or is brought to its attention, and undertakes in such cases to (i) cooperate in a reasonable manner with the Disclosing Party and/or its Subsidiaries and assist them in protecting their rights and, where appropriate, take back possession of the Confidential Information and mitigate the consequences of the unauthorised use, access and/or disclosure, (ii) take and perform without undue delay all appropriate and relevant measures to prevent the continuation of such unauthorised use, access and/or disclosure of all or part of the Confidential Information, and (iii) take the necessary defensive measures against any claim of breach in accordance with the reasonable instructions of the holding Party.

16.10. The Receiving Party may be required to provide and/or grant access to the Confidential Information in order to comply with statutory provisions, court orders or the orders of a competent authority. In such cases it must immediately inform the other Party in writing within the limits provided for or authorised by law and must limit such disclosure to include only that Confidential Information which it is strictly required to disclose in this regard, while taking care to indicate that such information is confidential.

16.11. All Confidential Information shall remain the property of the Disclosing Party and/or that of the legitimate owner of the Confidential Information in question.

16.12. The Parties agree that the provisions strictly concerned with confidentiality established in this Article 16 shall outlast any termination of this Contract, for whatever reason, for five (5) years from the date of effective termination of the Contract, without prejudice to the provisions applicable to Protected Information covered by professional secrecy.

## 17. SPECIFIC PROVISIONS APPLICABLE TO THE SUBCONTRACTING CONTRACTS OF PFS CUSTOMERS

17.1. The provisions of this Section 17 only apply to Contracts concluded with PFS Customers and concerning the subcontracting of the activities of the PFS Customer to POST Telecom within the meaning of the Law on the Financial Sector:

17.2. **Access.** Each Party guarantees the other that the internal control functions of the other Party, its approved company auditor, an auditor appointed by mutual agreement between the Parties and/or the competent authorities (including, in particular any Regulator), will be able to have access to relevant information concerning the Services, including related activities that may be subcontracted, provided that such access takes place in good faith and proves necessary for regulatory purposes and/or to verify that the Contract is being properly performed. In such cases, the Parties undertake to coordinate in order to organise the practical and organisational arrangements of such an audit. This access includes the possibility for the persons concerned, subject to at least one (1) month's prior notice and once an appropriate confidentiality agreement has been signed, of verifying the relevant data held by the audited Party within the framework of this Contract, without prejudice to a shorter period imposed by a competent authority.

17.3. **Suspension – Termination.** Notwithstanding the provisions of Article 13.1, the application to a PFS Customer of resolution or reorganisation measures or winding-up proceedings such as provided in the Law of 18 December 2015 on resolution, recovery and liquidation measures of credit institutions and some investment firms, may not result in the suspension or termination of the Contract, the subject of which is the subcontracting, between the PFS Customer and POST Telecom, of activities falling under a PFS authorisation.

17.4. POST Telecom may, at the request of the PFS Customer and in the specific case of activities falling under a PFS authorisation subcontracted to POST Telecom by the PFS Customer, provide reasonable transition services in accordance with an amendment or separate agreement based on a commercial offer issued by POST Telecom, which the two Parties shall negotiate in good faith, in order to enable the PFS Customer to recover his/her data. At the end of the agreed transition period, the PFS Customer shall return to POST Telecom all POST Telecom hardware (including any Provided Product, as appropriate) in the possession of the PFS Customer or under the control of the PFS Customer and shall refrain, as of the effective end date of the transition period, from accessing the POST Telecom Network in any way, unless otherwise agreed.

**17.5. Force Majeure.** In the event of a case of Force Majeure within the meaning of Article 13.9, the Party that is prevented from fulfilling all or part of its contractual obligations shall take all necessary measures to mitigate the consequences and/or effects of the case of Force Majeure, including, where appropriate, implementation of its Disaster Recovery Plan in accordance with the mandatory Regulatory Requirements.

**17.6. Settlement of disputes.** In addition to the provisions of Article 21, the PFS Customer may resort to the CSSF procedure for out-of-court dispute resolution, using the form that may be downloaded from its website ( [www.cssf.lu](http://www.cssf.lu) ).

## **18. NOTICES BETWEEN PARTIES – AGREEMENT ON EVIDENCE AND SIGNATURE**

18.1. Any formal notice issued in relation to the Contract must be sent to the other Party in writing.

18.2. Any notice of termination of the Contract must be sent by registered letter, express courier or, if the Customer in question has access to, via his/her personal online space defined by POST Telecom. The Customer can also fill out and sign a termination form at a POST Telecom point of sale for professionals.

18.3. POST Telecom shall be free to choose the method of written notice when concluding or amending the Contract provided that the Customer is notified via a durable medium that enables his/her future access to and production of stored data. The Customer may order a Product and/or Service or request an amendment to the Contract in line with the terms set out in Article 2.2 above. The Parties expressly agree that any intention expressed via the means stated in this Article 18.3 will entail the agreement of the Party in question and will have the same value as a document with a handwritten signature.

## **19. TRANSFER OF THE CONTRACT – CHANGE OF CUSTOMER ESTABLISHMENT**

19.1. Without prejudice to Article 6, neither Party may transfer any or all of their rights and/or obligations without the prior written consent of the other Party.

19.2. However, the Customer's consent is not required by POST Telecom for transfers, in whole or in part, of its rights and/or obligations to an entity in which POST Luxembourg holds, directly or indirectly, at least twenty per cent (20%) of the share capital.

19.3. Unless otherwise agreed, if the Customer moves or changes establishment, he/she is bound either to terminate the Service provided to the address in question at least one (1) month in advance, or to request the transfer of all or part of the Service in question to another address in the Grand Duchy of Luxembourg, subject to technical eligibility and payment of any costs relating thereto (in particular, the equipment transfer and activation costs applicable to the commissioning of the Service in question at the new address), or to request that the Service be taken over by a third party. The takeover of a Service by a third party is subject to the prior agreement of POST Telecom, which shall determine the conditions for such a takeover. If POST Telecom refuses such a takeover on objectively justified grounds or if it is technically impossible to transfer to another address in Luxembourg, the Contract will be deemed terminated by the Customer.

## **20. FINAL PROVISIONS**

20.1. The fact that one or other Party belatedly exercises or fails to exercise a right or remedy may not under any circumstances be interpreted as a waiver of such right or remedy.

20.2. If any provision of the Contract is deemed null and void, unwritten, unenforceable or inapplicable, the other provisions will remain fully applicable.

## **21. APPLICABLE LAW**

The Contract and any issue relating thereto are subject to Luxembourg law, with the exception of its conflict of laws rules.

## **22. SETTLEMENT OF DISPUTES**

22.1. Any claim by a Customer in relation to a Contract must be submitted to POST Telecom in accordance with Article 4.6.

22.2. If a claim in relation to a Contract cannot be resolved via this department, provided that no dispute has been referred to a judicial body:

(i) The Customer may resort to the mediation procedure set up by the ILR via a form that can be downloaded on its website ( [www.ilr.lu](http://www.ilr.lu) ) if the dispute relates to Communication Services;

(ii) in all cases other than those referred to in point (iii) above and at the initiative of either Party, the dispute may be submitted for mediation to the Luxembourg Centre for Civil and Commercial Mediation in accordance with its mediation rules;

22.3. If none of the above procedures is initiated or leads to a settlement between the Parties in relation to a Customer claim, the courts of the Grand Duchy of Luxembourg shall have sole jurisdiction.

The present document is a free translation in English language of the French version of POST Telecom's "conditions générales de vente pour clients professionnels" for customer information only. In case of any discrepancy or contradiction between the two documents, the provisions of the French version shall prevail.