

General Terms and Conditions for Lemanik Connect

Lemanik AM, Version: September 2021

1. Scope of Application

These General Terms and Conditions ("**GTC**") govern the contractual framework conditions between Lemanik Asset Management S.A., a limited liability company (*Société anonyme*) having its registered office at 106 route d'Arlon, L-8210 Mamer and registered with the Luxembourg Trade and Companies Register under number B44870 ("**Lemanik**") and a contractual partner of Lemanik ("**Customer**") in connection with the provision of software for use via the Internet (Software-as-a-Service).

Lemanik and the Customer are hereinafter individually referred to as a "**Party**", and collectively as the "**Parties**".

If the Customer proceeds to the use of the Software, as defined below, the Customer agrees that it has accepted these GTC. The Customer recognizes that Lemanik's GTC form an integral part of all existing and/or future contractual arrangements between the Customer and Lemanik in connection with the provision of the Software, as defined below. They shall also apply irrespective of whether they are or are not expressly referred to.

2. Services Provided by Lemanik

2.1 Right of use

Lemanik shall provide the software product named Lemanik Connect (the "**Software**") to the Customer for use via the Internet ("**Service**"). The Customer is not entitled to further rights associated with the Software, such as ownership, copyright, patent, trademark, or usage rights.

The Software shall be operated on computers of a computer center used by Lemanik. For the duration of the use of the Software and Service, the Customer is given the non-exclusive and non-transferable right to access the Software by means of a browser and an Internet connection and to use same for its own business purposes exclusively for the exercise of its commercial or independent professional activity. The Customer is responsible for the Internet connection between the Customer and the computer center and the hardware and software required for this purpose (e.g. PC, network connection, browser).

Any sub-licensing or further licensing of the Software is prohibited. The Customer has no right to a copy and thus also no right to a backup copy of the Software. All rights in the Software or the Service over and above the right of use defined in these GTC remain fully with Lemanik.

2.2 Restrictions

Customer will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or the Software, documentation or data related to the Services; (ii) modify, translate, or create derivative works based on the Services or the Software (except to the extent expressly permitted by Lemanik or authorized within the Services); or (iii) remove any proprietary notices or labels.

2.3 Operation

Lemanik shall take appropriate measures to make it possible for the Customer to use the Service as interruption-free as possible. Lemanik cannot guarantee availability of the Service at all times and absence of any other disruptions and interruptions to the functioning.

The Customer shall notify Lemanik of any disruptions to the Service without delay and provide information regarding the details of the circumstances of the issue. Lemanik shall remedy the disruption to the Service within an appropriate period of time. Lemanik is entitled to circumvent the disruption to the Service by means of a workaround solution if the cause of the disruption itself is only

to be remedied with inappropriate expense and the usability of the Service is not significantly negatively affected.

Lemanik is entitled to suspend or restrict the operation of the Software for the period necessary for maintenance or repair of the Software or in the event of a breach of security and integrity of the Software, for data protection purposes or when a threat or vulnerability is detected.

2.4 Support

Lemanik shall provide support services during working hours from Monday to Friday between 9.00 am and 5.00 pm CET. Legal holidays are excluded. Inquiries received outside of these support times shall be regarded as received on the following working day.

Any support request shall be addressed by email to lemanik.connect@lemanik.lu.

2.5 Changes to services

Lemanik may modify the Software (Service, including its system requirements) for the purposes of adapting to technical or commercial market changes and for good cause. In particular, such shall be deemed to exist if the modification is required due to:

- a) a necessary adaptation to a new legal situation or case law;
- b) changed technical framework conditions (new browser versions of technical standards);
- c) protection of system security, or;
- d) further development of the Software (disabling old functions that are largely replaced by new ones).

3 Involvement of Third Parties

Lemanik is entitled to involve third parties for the purpose of meeting its contractual obligations. This shall, in particular, apply to hosting services.

Lemanik shall not accept any liability for the services of third parties involved to the extent legally permissible.

4 Remuneration and Payment Terms

4.1 Fee structure

For the use of the Software and the Service, the Customer shall owe Lemanik the license fees as agreed between the Parties.

4.2 Measures in the event of payment default

If the Customer defaults on the payment of fees, after relevant warning in writing, Lemanik is entitled to block access to the Service or extraordinarily terminate the contractual relationship. The Customer shall have no access to the data saved by it in the Service during the block.

5 Customer Data, Data Protection and References

5.1 Customer data (Intellectual Property Rights)

The Customer is exclusively entitled to the data input, generated thereby and allocatable to the Customer in the context of the use of the Software ("**Customer Data**").

Customer shall own all rights, titles and interests in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

Lemanik shall own and retain all rights, titles and interests in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, and (c) all intellectual property rights related to any of the foregoing.

The provisions of this Section shall survive any termination of this Agreement.

5.2 Data protection

The Customer is aware that the use and processing of personal data within the meaning of the applicable domestic and/or foreign data protection legislation, in particular and as far as applicable the EU General Data Protection Regulation (EU-GDPR) and the National Commission for Data Protection Act (CNDP) may require the prior consent of the affected persons and/or the registration of the relevant database with a domestic or foreign authority. Lemanik is, as far as applicable, fully compliant with the regulations of the EU-GDPR and the CNDP.

If Lemanik acts as the data processor, Lemanik shall process the customer data solely on behalf of and/or according to the instructions of the Customer. The processed data is used to provide the Software and is handled in accordance with Lemanik's Privacy Policy. The Customer remains responsible for the lawfulness of the collection, processing and use of the Customer Data in accordance with the applicable legal regulations, in particular pursuant to EU-GDPR and CNDP.

5.3 References

In the context of its marketing activities and in the preparation of its offers for projects of other customers, Lemanik is entitled to refer to the projects realized by it for the Customer and to document same, subject to the justified confidentiality interests and consent of the Customer.

6 Liability and indemnification

Lemanik shall not be liable for any claim, damage, expense, loss or liability arising in any way out of or in connection with these GTC except to the extent that the claim, damage, expense, loss or liability directly results from the fraud, wilful default or negligence of Lemanik.

Lemanik shall not be liable for any loss or damages arising from a breach of the Customer's obligations under the present GTC, or if the Customer contributed by its wrongful conduct to the loss or damage that was suffered.

Lemanik shall not be liable for any loss or damages (i) caused by Lemanik's involved third parties or support persons, (ii) due to viruses or malicious code, (iii) subsequent to a hacker attack, (iv) subsequent to a software error, or (v) subsequent to an error in the operating system, disruptions to operations as a result of fault remedy, maintenance, infrastructure modifications, introduction of new technologies.

Lemanik shall not be liable for any loss of data or for the costs of recovering any lost data.

Lemanik is not liable for the Customer's lost profits or any special, indirect, economic or consequential loss of the Customer. Lemanik shall not be liable for any damages incurred by the Customer in connection with the Software in the event that the Customer uses the Software provided by Lemanik free of charge.

Lemanik shall not be liable for the compatibility of the Software with the Customer's hardware and software equipment.

The Customer agrees that it will indemnify and hold harmless Lemanik in respect of all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (including the cost of investigating or defending against such claims, demands or liabilities and any legal costs incurred in connection therewith) resulting from the fact that Lemanik, its employees, officers, directors, agents or delegates appointed by Lemanik have acted hereunder in accordance with proper instructions of the Customer and not resulting from a material breach of these GTC, fraud, wilful default or negligence from Lemanik.

The Customer shall hold harmless Lemanik of all third-party claims that may arise from (a) unlawful use of the Software by the Customer and/or, with the consent of the Customer, by third parties, (b) disputes arising from copyright laws or other legal disputes associated with the use of the Software by the Customer.

7 Force Majeure

A Party shall not be deemed to be in breach of these GTC or otherwise be liable to the other, if it has been prevented, hindered from or delayed in performing any and/or all its duties and obligations under these GTC by any Force Majeure Event.

Such Party shall (i) notify the other party as soon as practicable of the Force Majeure Event, (ii) provide the other Party with an estimate of the resolution timeline and (iii) use all reasonable efforts to minimise the effect of any Force Majeure Event. When facing a Force Majeure Event, a Party shall be excused from any further performance and observance of the obligations so affected as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to resume performance or observance as soon as practicable.

A Force Majeure Event has the meaning ascribed to it in Article 1148 of the Luxembourg civil code and the applicable Luxembourg case law.

8 No Warranties

The Software and the Service are licenced "as is". Save as otherwise provided for in these GTC, Lemanik grants no warranties to the Customer regarding the Software or the Service, including but not limited to implied warranties as to their fitness for any purpose, that the Software will be error-free or the operation of the Software and Service will be uninterrupted.

9 Term and Termination

9.1 Term

These GTC remain in full force and effect as long as the Customer uses the Software and Service.

9.2 Termination

The contractual relationship may be terminated by any of the Parties subject to a three (3) months prior notice period.

In the event that Lemanik plans, because of technological changes and expansion or changes in the Software or Service provided Lemanik, to cease offering the Software and Service which the Customer uses, Lemanik shall inform the Customer thereof three (3) months prior to doing so.

Lemanik may terminate the contractual relationship at any time in the event that the Customer is in material breach of any of its obligations under these GTCs and, in the event that the breach or failure is remediable, the Customer has failed to remedy that breach with 10 days' written notice of such breach.

Lemanik may terminate the contractual relationship immediately if the Customer is insolvent or bankrupt, or seeks protection from its creditors, or if a petition is filed in any court to declare its bankruptcy or reorganisation.

Upon termination of the contractual relationship, all outstanding fees are immediately due and payable, and all rights to use the Software and Service will be immediately revoked.

9.3 Customer's data after termination

At the end of the contractual relationship and upon written request by the Customer, Lemanik shall provide a copy of the Customer's data saved on its servers as of the date of the end of the contractual relationship on a customary data carrier or by electronic transfer and in a customary format.

At the end of the 60 days from the end of the contractual relationship or upon request by the Customer already prior to this period, Lemanik shall delete the data of the Customer saved on its servers finally and in full. This action shall be subject to mandatory legal retention obligations.

10 Confidentiality

Unless required for the proper performance of its obligations hereunder, neither Party hereto shall either before or after the termination of the contractual relationship, without the prior consent of the other Party, disclose to any third party any information related to the businesses, investment finances or other matters of a confidential nature of the other Party (the "**Confidential Information**").

For the purpose of this section, information shall not be considered as Confidential Information to the extent that it is: (a) already in the other Party's possession through no wrongful act by that party; (b) in the public domain, otherwise than by way of a breach of these GTC; (c) required to be disclosed by an operation of law or other statutes or regulation having the force of law or by a court order provided that all judicial procedures available to challenge any such operation of law, statutes, regulations or order, will have first been exhausted; (d) lawfully disclosed to a Party by a third party without restriction on disclosure; or (e) disclosed by a Party to a third party with the written consent of the other Party.

11 Final Provisions

11.1 Amendments to these GTC

The Parties agree that the GTC may be amended or supplemented by Lemanik unilaterally, in particular as a result of changes in legislation, technological changes affecting, for example, the communication with customers, but also as a result of extensions or changes to the Software of the Services provided by Lemanik. Lemanik shall notify the Customer of any amendments and/or supplementation of these GTC (the "**Notification**"). Any amendments and/or supplementation of the GTC shall enter into force and apply to the contractual relationship between Lemanik and the Customer insofar as the Customer does not object in writing to the amended GTC within a period of 10 days starting on the date of Notification.

11.4 Severability clause

In the event that any provision of the present GTC is or becomes invalid, unenforceable or null, such invalidity, unenforceability or nullity will not cause the invalidity, unenforceability or nullity of the remaining provisions of the GTC. Invalid provisions shall be replaced by an admissible, valid provision that is as close as possible to the content of the original in terms of its intent.

12 Applicable Law and Place of Jurisdiction

These GTC shall be construed in accordance with, and governed by, the laws of the Grand Duchy of Luxembourg, and any dispute arising out of these GTC shall be submitted to the exclusive jurisdiction of the Luxembourg courts.