



General Terms and Conditions for the Supply of Services

On 01/01/2020

Definitions

Contract: means these general terms and conditions for the supply of Services, the offer of Services which shall be provided to the Client, together with all the annexes that may be attached thereto, which may subsequently be modified in accordance with Article 10 of these general terms and conditions for the supply of Services.

Client: means the contracting party which enters into the Contract with MGSI S.à r.l.

Fees: means the amounts invoiced by MGSI S.à r.l. to the Client for the Services covered by the Contract.

Offer: means a written offer and/or quotation issued by MGSI S.à r.l. for the provision of Services to the Client.

Services: means all the Consulting and Training Services provided by MGSI S.à r.l. under the Contract including, but not limited to, consultancy, risk analysis, project management related to data protection and information security.

1. Scope of application

- 1.1 The general terms and conditions for the supply of Services are applicable to all orders for the supply of Services, hereinafter referred to as "Services", which are entered into with MGSI S.à r.l. and complement the specific conditions mentioned in the Offers of MGSI S.à r.l.
- 1.2 These general terms and conditions for the supply of Services, the provisions mentioned in the Offer of Services transmitted to the Client, and the annexes that shall be attached thereto, form a contractual package and constitute the entirety of the contractual relations between the parties.
- 1.3 They are applicable in their entirety for any Contract entered into between MGSI S.à r.l. and its Clients in the Grand Duchy of Luxembourg or abroad, irrespective of the place where the Services are delivered or provided. By signing the offer of MGSI S.à r.l., the Client accepts these general terms and conditions, and no derogation from these general terms and conditions can be accepted without the express agreement of MGSI S.à r.l.
- 1.4 Any condition, contrary to these general terms and conditions of Service raised unilaterally by the Client, in its general conditions of purchase or in any other document, shall be unenforceable against MGSI S.à r.l., unless the latter has explicitly accepted them by signing the general conditions of purchase or any other document of the Client.
- 1.5 In the event of conflicts or contradictions between these general terms and conditions of Service and the Offer, the Offer shall prevail over these general terms and conditions of Service.
- 1.6 If any of the articles of these General Terms and Conditions of Service is declared null and void, it shall be deemed as if it had not been written and shall not lead to the nullity of the other provisions of these General Terms and Conditions of Service.

2. Offer and order

- 2.1. The period of validity of the Offer is thirty (30) days from the date specified on the Offer.
- 2.2. The prices quoted in the Offer relate only to the provision of the Services described therein, to the exclusion of other services.
- 2.3. The Offer of Price is made on the basis of information provided by the Client.
- 2.4. The Client who wishes to amend the supply of Services must inform MGSI S.à r.l. in writing, specifying: (1) the desired amendment, (2) the purpose of the desired amendment, (3) where applicable, the requirements and desired specifications,

and (4) the timeframe for the desired amendment. MGSI S.à r.l. must notify the Client in writing as soon as possible if the proposed amendment is approved, the impact that the proposed amendment will have on the cost for the provision of Services, and, if applicable, inform the Client of the additional cost that needs to be paid.

3. Prices and fees

- 3.1. All prices are in Euro, excluding VAT.
- 3.2. Any increase in VAT or any new tax that may be imposed between the time of the order and that of the provision of Services shall be at the Client's expense.
- 3.3. The Price specified in the Service Proposal may be increased in accordance to the Luxembourg Consumer Price Index.
- 3.4. The fees for the Services shall be invoiced in accordance with the Offer of MGSI S.à r.l. Expenses that are incurred during the

4. Invoicing and payment

- 4.1. All invoices shall be issued in Euro and issued by MGSI S.à r.l. in accordance with the Offer of Services.
- 4.2. Invoices are due and payable within thirty (30) days from the date of invoice. All fees of collection related to the non-payment of an invoice by the Client shall be borne by the Client.

5. Disputing an invoice

- 5.1. If an invoice is disputed, the Client is required to inform MGSI S.à r.l. in writing no later than fifteen (15) calendar days after it's receipt.
- 5.2. In the absence of compliance with these conditions of periods and procedure, the client shall no longer be able to contest the invoice.
- 5.3. Offsetting between any amount owed by MGSI S.à r.l. and any amount that might be claimed by the Client is prohibited, unless written agreement from MGSI S.à r.l.

6. Late payment

- 6.1. In the event of late payment within the thirty (30) days period provided in Article 4.2 of those conditions, the statutory late payment interest will be automatically due, pursuant to the legislation and regulation actually in force, namely the modified Law of 18 April 2004 regarding the payment periods and interest for late payments.
- 6.2. In the event of late payment, the costs regarding the recovery of the debts will be invoiced to the Client, pursuant to the legislation and regulation in force and namely, the modified Law of 18 April 2004 regarding the payment periods and interest for late payments.
- 6.3. MGSI reserves the right to refuse to honour an order from a Client who has not paid in full or in part for a previous order or with whom a payment dispute is pending.

7. Cancellation of the order

- 7.1. The signing of the Offer by the Client constitutes the full and final acceptance of the Services provided by MGSI S.à r.l.
- 7.2. Any cancellation of the order made by the Client shall not result in the reimbursement of sums already paid or any compensation whatsoever.
- 7.3. In case of the cancellation of the order, no compensation can be claimed from MGSI S.à r.l.

8. Termination

- 8.1. Either party may terminate the Contract at any time by giving written notice to the other party, if:
 - (i) the latter party is in material breach of any of its obligations under the Contract and is in a position to remedy the breach but did not do so within thirty (30) days following the receipt of the written notice requesting the remedy of the violation;

- (ii) the latter party is unable to pay its debts or becomes insolvent or in the case of an order or resolution decreeing the administration, liquidation or dissolution of the other party (for any reason other than for the purpose of a merger or a solvent restructuring);
- (iii) the latter party appoints a director or other curator, liquidator or similar agent for all or a substantial part of the assets of the other party or the other party concludes or proposes any arrangement or agreement with its creditors in general or if anything analogues to the foregoing occurs in any applicable jurisdiction;
- (iv) there is a material breach of its payment obligations.

8.2. The termination of the contract shall be without prejudice to the already-acquired or existing rights of the parties. In any case, the Client shall be required to pay all (i) the Fees corresponding to the Services provided, (ii) any other cost to the personnel of MGSI S.à r.l. who have been assigned to the provision of the Services and (iii) any other expenses incurred by MGSI S.à r.l., including the interest accrued up to the date of termination.

9. Execution of services

9.1. MGSI S.à r.l. is committed to executing all reasonable efforts to offer its Client Services of a high quality.

9.2. MGSI S.à r.l. is entitled to have the Services executed by any employee, collaborator or subcontractor of its choice under its common law liability.

9.3. Occasional intervention of our law firm partner

During our mission, certain tasks may require legal advice that fall within the scope of the regulated profession of lawyer. These tasks will then be performed by our law firm partner that has an extensive experience in advising clients on legal issues related to data protection and information security.

9.4. In this context, the Client and the law firm partner will be put directly in touch.

10. Amendments to the Contract

The Contract may be amended only if the amendment desired by the Client has been notified in writing and accepted in writing by MGSI S.à r.l. Any amendment to the Contract must be made in writing and signed by the duly authorised representative of the parties.

11. Obligations of the Client

11.1. The Client shall provide MGSI S.à r.l. with all the necessary assistance to enable the effective provision of the Services.

11.2. Such assistance shall include, but is not limited to:

- (i) obtaining all licences and authorisations necessary for the provision of the Services;
- (ii) the appointment of a member of its staff as the sole contact person for all communication with MGSI S.à r.l. and for the coordination of the performance of the obligations of the Parties under the Contract;
- (iii) the transmission of all the information necessary for the provision of the Services;
- (iv) the provision of the appropriate workspace or offices and the access to facilities, equipment and systems;
- (v) the assignment of qualified, competent and appropriate personnel to the functions that will enable MGSI S.à r.l. to provide the Services;
- (vi) timely decisions with regard to the Services;
- (vii) the timely provision, prior to the commencement of the provision of the Services, of all applicable security procedures or other policies to which MGSI S.à r.l. is required to comply; and
- (viii) the preparation of the necessary environment for the provision of the Services. This preparation includes, but is not limited to, the provision of adequate electrical power and appropriate environmental conditions.

12. Responsibilities

12.1 MGSI S.à r.l. shall be liable, except in the event of gross misconduct or intentional misconduct established by final enforcement judgment of a competent jurisdiction, nor direct and indirect damage nor the loss of the opportunity to make profit, resulting from the performance of the Services and his mission of MGSI S.à r.l.

12.2 In any event, the compensation due by the MGSI S.à r.l. shall not exceed the amounts invoiced to the Client during the three (3) months prior to the date of damage, as validated by a competent jurisdiction.

13. Confidentiality

13.1 A party may have access to confidential information of the other party. Any Offer or information which is presented as confidential (“Confidential Information”) shall be treated as being confidential. Each party shall take all reasonable measures to respect the strict confidentiality of the Confidential Information and the terms of this Contract and shall not disclose it to any third party without the prior written consent of the disclosing party.

13.2 Each party agrees that any confidential information received from the other party shall be disclosed by the receiving party only to its employees or subcontractors for whom such confidential information is necessary and that the receiving party shall inform such persons of its obligations under this Contract.

13.3 The confidential information does not include: (i) information regularly in the possession of or known to the receiving party prior to the receipt of such information by the disclosing party and which had been transmitted to the receiving party without the obligation of confidentiality; (ii) information that has been regularly disclosed to the receiving party by another person; (iii) information that is part of the public domain or that enters the public domain without action or inappropriate inaction on the part of the receiving party; and (iv) information that is developed independently by the receiving party.

13.4 MGSi S.à r.l. undertakes to process personal data in accordance with the legal and regulatory provisions of Luxembourgish law.

13.5 At any time and without any justification, the Client may oppose the processing of their personal data by sending a letter to MGSi S.à r.l. or an email to melanie.gagnon@mgsi.lu.

14. Personal data protection

14.1 MGSi S.à r.l. when conducting its missions might collect and process some personal data, in its capacity as data controller, about employees and collaborators working for the Client.

14.2 The Client shall inform the data subjects regarding the processing operations carried out by MGSi S.à r.l.

14.3 MGSi S.à r.l. undertakes to process the personal data in compliance with applicable legal and statutory provisions and especially to implement the appropriate technical and organisational measures. Except legal or regulatory constraints, MGSi S.à r.l. won't transfer the personal data relating to employees and collaborators working for the Client to any external party. Personal data will be kept for not longer than ten (10) years from the end of the contractual relationship with the Client.

15. Force Majeure

15.1 No party may be held liable for the total or partial non-performance of its obligations if this non-performance is due to the unforeseeable event or to the occurrence of an element constituting force majeure, such as, but not limited to, flood, fire, storm, a shortage of raw materials, transport strike, partial or total strike, or lock-out

15.2 The party having been struck by such events shall inform the other party as soon as possible, and as far as possible in writing.

15.3 The parties agree that they will have to consult each other as soon as possible in order to determine together the arrangements for the execution of the order during the duration of the case of force majeure.

16. Intellectual Property

16.1 Any intellectual property rights (including, but not limited to, copyrights, patents, trademarks and other proprietary rights) of MGSi S.à r.l. existing at the time of execution of the Contract or arising in the course of the Contract shall and will remain the sole and exclusive property of MGSi S.à r.l., its licensor or its suppliers.

16.2 Any partial or complete reproduction of these logos, brands, photos and models, whatever the medium, for commercial, associative or voluntary purposes, is prohibited without the consent of MGSi S.à r.l. or the holders of the marks or rights attached to these graphic representations.

16.3 MGSi S.à r.l. remains the sole holder of the know how and methodology provided during its mission and especially of the deliverables drafted during the course of its mission. Thus, MGSi S.à r.l. reserves the right to use them for other missions, subject to the removal of all the Client's Confidential information.

16.4 MGSi S.à r.l. grants to the Client an exclusive and non-transferable licence on the materials created during the course of his mission. The Client shall neither assign, sell nor transfer to a third party, on any medium whatsoever, the materials created,

except where communication of such information is required by an authority in which case the Client shall inform the DPO without undue delay.

16.5 In the event that the Client will use the services of another service provider that might consult and work on the materials created by MGSi S.à r.l., the Client shall inform the latter and prohibit the former from reproducing, directly or indirectly, totally or partially, sell or transfer the materials in question.

17. Non-solicitation

During this Contract and for a period of one (1) year following the termination of this Contract, the Client shall not solicit, neither directly nor indirectly, to recruit or hire any employee (as an employee, consultant, or in any other capacity) of MGSi S.à r.l. with responsibilities related to this Contract, without the prior written consent of MGSi S.à r.l.

18. No partnership

The personnel of MGSi S.à r.l. who provides the Services to the Client shall not be considered, for any purpose, as an employee of the Client. Each party remains an independent contractor.

19. References

MGSi S.à r.l. reserves the right to use and quote the name and logo of the Client associated with details regarding the services provided as business reference.

20. Assignment

No party may assign, sublicense or otherwise transfer any of its rights under the Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Nothing in the Contract shall preclude or restrict the right of MGSi S.à r.l. to assign, sublicense, transfer or otherwise dispose of any of its rights or obligations under this Contract to its subsidiaries.

21. Jurisdiction et applicable law

The Contract shall be governed by and interpreted in accordance with Luxembourgish law. Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Luxembourg.