



## General Terms and Conditions for the Provision of Services

On 20/04/2026

### Definitions

**Contract:** means these general terms and conditions for the provision of Services, the Service Offer provided to the Client, as well as any annexes which may be attached thereto, which may subsequently be amended in accordance with Article 10 of these general terms and conditions for the provision 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 consulting services provided by MGSI S.à r.l. under the Contract, including but not limited to consultancy, risk analysis, and project management related to data protection and information security.

**Deliverable(s):** means any documentation delivered by MGSI S.à r.l. to the Client as a result of the performance of the Services. This may include, without limitation, reports, procedures, or any other document provided by MGSI S.à r.l. under the Contract.

**General Conditions:** means these general terms and conditions for the provision of Services, excluding services as Data Protection Officer (see the separate General Terms and Conditions for DPO Services).

**MGSI:** means the limited liability company under Luxembourg law MGSI S.à r.l. (B192771), hereinafter "MGSI".

**Party(ies):** means individually the Client or MGSI, or collectively the Client and MGSI.

### Scope of application

These general terms and conditions for the provision of Services apply to all orders for Services (hereinafter the "Services") placed with MGSI. and complement the specific conditions set out in the Offers issued by MGSI.

These general terms and conditions for the provision of Services, the provisions set out in the Service Offer sent to the Client, together with any annexes that may be attached thereto, form a single contractual package and constitute the entirety of the contractual relationship between the parties.

They apply in their entirety to any Contract concluded between MGSI. and its Clients in the Grand Duchy of Luxembourg or abroad, irrespective of the place of delivery or performance of the Services. By signing the Service Offer of MGSI., the Client accepts these general terms and conditions, and no derogation from these general terms and conditions shall be accepted without the prior express agreement of MGSI.

Any term contrary to these general terms and conditions for the provision of Services, unilaterally imposed by the Client in its general terms of purchase or in any other document, shall be unenforceable against MGSI., unless MGSI. has expressly accepted such terms by signing the Client's general terms of purchase or such other document.

In the event of conflict or inconsistency between these general terms and conditions for the provision of Services and the Service Offer, the Service Offer shall prevail.

If any provision of these general terms and conditions for the provision of Services is declared null and void or unenforceable, it shall be deemed unwritten and shall not affect the validity of the remaining provisions of these general terms and conditions for the provision of Services.



#### Offer and order

The validity period of the Service Offer is thirty (30) days from the date indicated on the Offer.

The prices stated in the Service Offer relate solely to the Services described therein, to the exclusion of any other services.

The Service Offer is prepared on the basis of the information provided by the Client. Should such information prove to be false or incomplete, MGSI. shall be entitled to amend the scope of its intervention and, consequently, the Fees for the Services.

Any Client wishing to modify the Services must inform MGSI. in writing, specifying: (1) the requested modification, (2) the purpose of the requested modification, (3) where applicable, the requirements and desired specifications, and (4) the required timeframe for the requested modification. MGSI. shall notify the Client in writing, as soon as reasonably practicable, whether the proposed modification is accepted, the impact of such modification on the cost of the Services, and, where applicable, any additional Fees to be paid by the Client.

#### Prices and fees

All prices are indicated in Euro, excluding VAT.

Any increase in VAT or any new tax that may be imposed between the date of signature of the Service Offer and the date of performance of the Services shall be borne by the Client.

The Fees indicated in the Service Offer shall be increased in accordance with the variations of the Luxembourg Consumer Price Index.

Expenses incurred in connection with the performance of the Services (for example, travel expenses abroad at the Client's request, courier services, etc.) shall be invoiced to the Client in addition to the Fees.

#### Invoicing and payment

Invoices are issued in Euro by MGSI. in accordance with the Service Offer.

Invoices are due and payable within thirty (30) days from the date of the invoice. All collection costs related to the non-payment of an invoice by the Client shall be borne by the Client.

#### Disputing an invoice

If an invoice is disputed, the Client is required to inform MGSI. in writing no later than fifteen (15) calendar days after receipt of the invoice.

In the absence of compliance with these time limits and formal requirements, the Client shall no longer be entitled to dispute the invoice.

The disputing of an invoice shall not release the Client from its obligation to pay said invoice within the period provided for in Article 4.2.

Offsetting between any amount owed by MGSI. and any amount that might be claimed by the Client is prohibited, unless otherwise agreed in writing by MGSI.

#### Late payment

In the event of late payment within the thirty (30) days period provided in Article 4.2 of these general terms and conditions, statutory late payment interest shall be automatically due, in accordance with the legislation and regulations in force, in particular the amended Law of 18 April 2004 on payment periods and interest for late payments.

In the event of late payment, debt recovery costs may be invoiced to the Client in the amount of fifty (50) Euro, in accordance with the legislation and regulations in force, in particular the amended Law of 18 April 2004 on payment periods and interest for late payments.

MGSI. reserves the right to refuse to execute an order for a Client who has not paid in full or in part for a previous order, or with whom a payment dispute is pending.

#### Cancellation of the order

The signing of the Service Offer by the Client constitutes the full and final acceptance of the Services provided by MGSI.

Any cancellation of the order made by the Client shall not result in the reimbursement of any amounts



already paid, nor in the payment of any compensation whatsoever.

In the event of cancellation of the order, no compensation may be claimed from MGSI.

#### Termination

Either party may terminate the Contract at any time by giving written notice to the other party if:

- (i) the other party is in material breach of any of its obligations under the Contract and is in a position to remedy such breach, but fails to do so within thirty (30) days following receipt of a written notice requesting that the breach be remedied;
- (ii) the other party is unable to pay its debts or becomes insolvent, or in the event 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 other party appoints an administrator, receiver, liquidator or similar officer over all or a substantial part of its assets, or the other party enters into or proposes any arrangement or composition with its creditors generally, or if anything analogous to the foregoing occurs in any applicable jurisdiction;
- (iv) the other party is in material breach of its payment obligations.

Termination of the Contract shall be without prejudice to the rights of the parties already acquired or existing. In any event, the Client shall be required to pay all (i) Fees corresponding to the Services provided, (ii) any other costs relating to the personnel of MGSI. assigned to the provision of the Services, and (iii) any other expenses incurred by MGSI., including interest accrued up to the date of termination.

#### Execution of services

MGSI. undertakes to make all reasonable efforts to provide the Client with high-quality Services.

MGSI. is entitled to have the Services performed by any employee, collaborator or subcontractor of its choice, under its general liability.

During the performance of its missions, MGSI. may be requested to perform certain tasks requiring legal analysis and/or legal advice falling within the scope of the regulated legal profession. In such cases, MGSI. shall put the Client directly in contact with its partner law firm for the performance of the work falling within the scope of the regulated legal profession.

For the performance of the Services, MGSI. uses the digital tools and platforms of its choice. MGSI. shall not be held liable for failures, interruptions or data losses attributable to such third-party tools, except in the event of gross negligence or proven misconduct by MGSI.

#### 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. MGSI. may however suggest minor editorial or operational adjustments that do not materially affect the rights or obligations of the Client ("Non-Material Amendments"). These suggestions shall be notified to the Client in writing. If the Client raises no objections within thirty (30) days following the notification, the amendment shall be deemed accepted. In all cases, the date and content of such notification shall be documented.

#### Obligations of the Client

The Client shall provide MGSI. with all necessary assistance to enable the effective provision of the Services. Such assistance shall include, but not be limited to:

- obtaining all licences and authorisations necessary for the performance of the Services;
- appointing a member of its staff as the sole contact person for all communication with MGSI. and for the coordination of the performance of the obligations of the parties under the Contract;
- providing all information necessary for the performance of the Services;
- providing appropriate workspace or offices and access to facilities, equipment and systems;
- assigning qualified, competent and appropriate personnel to functions that will enable MGSI. to provide the Services;
- making timely decisions with regard to the Services;



providing in a timely manner, prior to the commencement of the Services, all applicable security procedures or other policies with which MGSI. is required to comply; and  
(viii) preparing the environment necessary for the provision of the Services. Such preparation includes, but is not limited to, the provision of adequate electrical power and appropriate environmental conditions. MGSI. reserves the right to suspend the performance of the Contract in the event of a breach by the Client of its contractual obligations, and in particular its payment obligations.

#### Liability

MGSI. shall not be held liable, except in the event of gross negligence or wilful misconduct established by a final judgment of a competent court, for any indirect damages, nor for the loss of an opportunity to realise profits, resulting from the performance of its mission.

The obligations of MGSI. under the Contract constitute obligations of means and not of result.

In any event, the total compensation that may be due by MGSI. shall not exceed the amounts invoiced to the Client during the three (3) months preceding the date of the damage as duly established by a competent court.

MGSI shall under no circumstances bear, reimburse or guarantee any administrative sanctions, fines, penalties or injunctions imposed on the Client by a supervisory authority.

#### Confidentiality

Each Party may receive Confidential Information from the other Party in connection with the performance of the Contract. The Parties shall take all reasonable measures to ensure the strict confidentiality of the Confidential Information and shall not disclose it – except where required by law or by an order of a court or authority, in which case the concerned Party shall inform the disclosing Party as soon as possible if permitted to do so – to any third party without the prior written consent of the disclosing Party.

Each Party agrees that any Confidential Information received from the other Party may be disclosed by the receiving Party only to its employees or subcontractors for whom such Confidential Information is necessary. The receiving Party undertakes to ensure that such persons are bound by confidentiality obligations equivalent to those set out in this Contract.

Confidential Information shall not include: (i) information regularly in the possession of or known to the receiving Party prior to its receipt from the disclosing Party and which was provided to the receiving Party without any obligation of confidentiality; (ii) information that has been lawfully disclosed to the receiving Party by a third party; (iii) information that is in the public domain or enters the public domain without any wrongful act or omission of the receiving Party; and (iv) information that is independently developed by the receiving Party.

Upon termination of the Contract, each Party undertakes to return or destroy all confidential documents of the other Party upon written request, unless the law or professional obligations require their retention.

#### Data protection

In the context of the performance of its consulting missions, MGSI. may process certain personal data relating to employees, representatives, service providers or other external persons of the Client. For the purposes of its internal management of the contractual relationship (including in particular the management and monitoring of the mission, invoicing, traceability and evidence of work performed, security, as well as the management of complaints and disputes), MGSI. acts as data controller. Unless expressly agreed otherwise in writing between the Parties, MGSI. does not act, under these General Terms and Conditions, as a processor within the meaning of Article 28 of Regulation (EU) 2016/679.

The Client remains solely responsible for the initial collection of the data it communicates to MGSI. and undertakes to inform the data subjects of the processing carried out in the context of the performance of the Contract, in accordance with applicable provisions, and to respond to their requests under the conditions provided for by the applicable regulations.

MGSI. undertakes to comply with applicable legal and regulatory provisions and, in particular, to implement appropriate technical and organisational security measures. Except where required by law or regulation,



MGSI. shall only disclose personal data to authorised persons who need to know such data for the performance of the Contract (including its employees and collaborators bound by a confidentiality obligation), and, where applicable, to its service providers acting on its behalf and subject to appropriate confidentiality and security commitments. Retention periods for personal data processed by MGSI. are detailed in the information notice provided to the Client.

#### Force Majeure

No party shall be held liable for the total or partial non-performance of its obligations if such non-performance is due to a fortuitous event or to the occurrence of an event constituting force majeure, such as, without limitation, flood, fire, storm, shortage of raw materials, epidemics, pandemics, governmental restrictions, transport strikes, partial or total strikes, or lock-out. Cases of force majeure shall also include cyberattacks (in particular ransomware), major outages of hosting or telecommunications services, as well as significant failures of third-party technical providers.

The party affected by such events shall inform the other party as soon as possible and, to the extent possible, in writing.

The parties agree that they shall consult with each other as soon as possible in order to jointly determine how the order will be performed for the duration of the force majeure event.

#### Intellectual Property

Any intellectual property rights (including, without limitation, copyrights, patents, registered trademarks, and rights in tools, methods and know-how) of MGSI. existing at the time of execution of the Contract or arising during the term of the Contract are and shall remain the sole and exclusive property of MGSI., its licensors or its suppliers.

Any partial or complete reproduction of such logos, trademarks, photographs or designs, on any medium whatsoever, for commercial, associative or non-profit purposes, is prohibited without the consent of MGSI. or of the holders of the trademarks or rights attached to such graphic representations.

The Deliverables of MGSI. are protected by copyright. However, MGSI. grants the Client an exclusive and non-transferable licence to use the Deliverables. Any use not expressly authorised by MGSI. is unlawful. The Client undertakes, in particular, not to disclose, market, whether free of charge or for consideration, or make directly or indirectly available the Deliverable(s) for the benefit of any third party, nor to assign or transfer, on any medium whatsoever, such creations to third parties, except where required by an authority, in which case the Client undertakes to inform MGSI. as soon as possible. MGSI. reserves the right to reuse the Deliverables in the context of other assignments, subject to the removal of all Confidential Information of the Client

The Client undertakes to inform its employees and service providers who may consult and/or work on the Deliverables of the provisions set out above and guarantees their compliance with such provisions.

#### Non-solicitation

During the term of the Contract and for a period of one (1) year following its termination, the Client shall not, directly or indirectly, solicit for recruitment or engagement any member of the staff of MGSI. (as employee, consultant or in any other capacity) having responsibilities related to this Contract, without the prior written consent of MGSI.

#### No partnership

The staff of MGSI. providing Services to the Client shall not, for any purpose, be considered as employees of the Client. Each party remains an independent contractor.

MGSI. does not intervene in the strategic, commercial or operational choices of the Client and shall in no case substitute itself for the Client's governing bodies.

#### References

MGSI. reserves the right to use the Client's name and logo, together with a description of the Services provided, as a business reference, in its commercial presentations, proposals, or during public events,



unless the Client objects in writing within thirty (30) days following the signature of the Service Offer. This reference shall not imply any endorsement or partnership beyond the scope of the consulting mission.

#### Assignment

No party may assign, sublicense or otherwise transfer any of its rights arising from the Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that nothing in the Contract shall prevent or limit the right of MGSI. to assign, sublicense, transfer or otherwise dispose of any of its rights or obligations arising from this Contract to its affiliates.

#### Jurisdiction and applicable law

The Contract shall be governed by and construed in accordance with Luxembourg law. In the event of a dispute, the Parties shall endeavour to reach an amicable settlement. Failing amicable settlement within sixty (60) days from the first written claim, the dispute shall be submitted to the exclusive jurisdiction of the courts of Luxembourg City.