



# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## INTRODUCTION

**Lux-ICTS S.à r.l.** is a limited liability company under Luxembourg law having its registered office at 144, Route de Thionville, L – 2610 Luxembourg, Grand – Duchy of Luxembourg, registered with the Luxembourg trade and companies register under number B 241 181.

These general conditions for sale are intended to govern all contractual relations between Lux-ICTS and the Client (Article 1). They constitute the law of the contracting parties and apply in preference to non-mandatory common law rules. Luxembourg law applies by default whenever the contractual rules set out below do not determine any specific conditions. These general terms and conditions are given to the Client when Lux-ICTS sends its commercial offer, so that the Client's signature of the offer constitutes acknowledgment and express and unreserved acceptance of these general terms and conditions.

## GENERALITY

### Article 1. Definitions

The terms defined below will have the following meaning within the contract :

**“Client”**: physical or legal person who has signed a contract and who has adhered to the general conditions as well as, where applicable, the special conditions.

**“General conditions”**: this document which describes the general conditions of subscription and use of Lux-ICTS services on behalf of the Client.

**“Special conditions”**: conditions which apply to the Client having subscribed to additional services.

**“Contract”**: set of documents governing the contractual relationship between the Client and Lux-ICTS as described in Article 3 .

**“Place of Business”**: 2 Am Brill, L-3961 Ehlange.

**“Commercial Offer”**: any proposal made by Lux-ICTS to a Client or prospect expressly signed by the managing director (Mr. Henning THEOBALD) of the company or any other person duly authorized for this purpose. The sales representatives of the company Lux-ICTS do not have the power to bind the company and only deliver commercial proposals to the Client to which these general conditions are attached.

**“Lux-ICTS”**: Lux-ICTS S.à r.l. as described in the introduction.

**“Order”**: Definitive and unreserved acceptance by the Client of a Commercial Offer, implying knowledge and unreserved acceptance of these general conditions.

**“Commercial Offer Accepted”**: Commercial Offer having been the subject of an Order.

**“Product”**: a product purchased by the Client from Lux-ICTS for the use of the services.

### Article 2. Purpose

The purpose of these general terms and conditions is to define all the contractual relations between Lux-ICTS and the Client.

### Article 3. Contractual documents

The contractual relationship between the Client and Lux-ICTS and/or an authorized reseller is governed by the following contractual documents, presented in descending order of priority:

1. The Accepted Commercial Offer;
2. The Special Conditions;
3. These General Conditions.

Any contrary general or specific conditions of the Client shall be unenforceable against Lux-ICTS, which the Client expressly and unreservedly accepts.



# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## ORDER & PROCESS

### Article 4. Additional documents / Warranty

Lux-ICTS may request the following additional documents regarding the Client's identity and billing address:

- Commercial register / publication ;
- The list of authorized persons to bind the company.

In addition, the company Lux-ICTS reserves the right to request an advanced invoicing, when concluding the contract or, at any time during its execution, in particular in the event of:

- Fraud or suspicion of fraud by the Client ;
- Doubt about the identity of the Client, in particular, when the information appearing in the subscription request proves to be false or incomplete ;
- Late payment incident.

### Article 5. Processing of the order

In case of an advanced payment requested by Lux-ICTS from the Client, the order is not considered final until the deposit has been credited to Lux-ICTS. The accepted order is processed within 7 (seven) working days following its submission to Lux-ICTS and will generate an order confirmation by email. Lux-ICTS may refuse to honor an order in whole or in part, for a legitimate reason, such as for example, and without this list being exhaustive: If the Client refuses to submit to the contractual conditions; For any other reason constituting an imperative necessity for the security, operation or maintenance of the integrity of the network and services, the interoperability of services, the protection of data in general and personal data as described in the regulations 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data as well as for compliance with the regulations in force.

## DURATION - OBLIGATIONS – RESPONSIBILITY

### Article 6. Duration of the contract and/or the order

The contract is active for a fixed period to be defined with the Client for a minimum period of 24 months which can go up to 60 months, unless otherwise specified. At the end of this initial commitment period, the contract is tacitly renewed for an indefinite period if it has not been terminated under the conditions set out in Article 16. The order takes effect upon confirmation by Lux-ICTS or upon receipt of the deposit if requested in accordance with article 4.

### Article 7. Obligations of Lux-ICTS

#### 7.1 Obligation of means

Lux-ICTS strives to implement all necessary procedures to ensure the smooth running of the service and in particular takes the measures necessary to maintain the continuity and quality of the service, without being bound by an obligation of result.

#### 7.2 Personal data protection

Lux-ICTS ensures the protection of personal data in compliance with Luxembourgish and European legal and regulatory requirements and refers to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of physical persons with regard to the processing of personal data and the free movement of such data. Finally, Lux-ICTS refers to the amended Law of 30 May 2005 relating to specific provisions for the protection of individuals with regard to the processing of personal data in the electronic communications sector as amended by the law of July 27, 2007.



# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## 7.2.1 Data collection

Personal data may be communicated by the Client when ordering, during the performance of the contract or in the context of any transaction between Lux-ICTS and the Client; and vice versa. With regard to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Lux-ICTS let the Client agree that:

- Only the personal data of each party related to the proper performance of the contract may be collected in compliance with the Regulations.
- That the natural and/or legal persons subject to data collection are notified in advance and have given their express written consent.

Signing of these general terms and conditions of subscription or signing of a contract referring to them constitutes information from Lux-ICTS as to the collection of Client data and acceptance by the Client as to the collection of its data with regard to: Right to consent (art 13 of the Regulation), Right to information (art 14 of the Regulation), Right of access (art 15 of the Regulation), Right of rectification (art 16 of the regulation), Right to erasure (art 17 of the regulation), Right to restriction of processing (art 18 of the Regulation), Right to data portability (art 20 of the Regulation), Right of objection (art 21 of the Regulation), Right not to be evaluated on the basis of automated processing (art 22 of the Regulation).

## 7.2.2 Data collection

Lux-ICTS is responsible for the processing of personal data collected from the Client. Under Article 24 of the Regulation and, "*taking into account the nature, scope, context and purposes of the processing as well as the risks, the degree of likelihood and severity of which varies, for the rights and freedoms of natural persons*" Lux-ICTS implements appropriate technical and organizational measures so that the processing meets the requirements of the Regulation and guarantees the protection of the rights of the data subject.

Lux-ICTS may communicate this personal data to its representative agents or subcontractors involved into carrying out part of its activities, such as Client service, for example. The Client gives his consent to Lux-ICTS to, if necessary, communicate this data to subcontractors. Similarly, under Article 28 of the Regulation, Lux-ICTS only calls on subcontractors who "*offer sufficient guarantees as to the implementation of appropriate technical and organizational measures of so that the processing meets the requirements of this Regulation and guarantees the protection of the rights of the data subject*". These working rules will be laid down in a contract or other legal document. Lux-ICTS remains responsible to the Client for the mode of operation of its subcontractor, unless Lux-ICTS can prove that its subcontractor has made illicit use of it and that it has acted outside the legal instructions of the data controller.

The Client, who remains solely responsible for the choice of services and products provided by Lux-ICTS, ensures that mentioned here characteristics and conditions required to be able to proceed with the processing of personal data envisaged in the context of the use of the services and products, taking into account the regulations in force, in particular when the services and products are used to process sensitive data (for example, health data). The Client remains solely responsible for the processing of personal data carried out for his own account within the framework of the services and products provided by Lux-ICTS. In case if Lux-ICTS would participate in the processing of personal data on behalf of the Client, Lux-ICTS would act as a subcontractor (i.e processor within the meaning of the GDPR) and on the sole instructions of the Client.

If the Client does not formally inform Lux-ICTS, with confirmation of receipt from Lux-ICTS, of the presence of personal data in the processing subcontracted to Lux-ICTS, the Client will assume full legal responsibility for breaches of applicable laws and rules relating to personal data. In such a case of non-informing of Lux-ICTS, if Lux-ICTS is directly targeted by a complaint / action related to such processing, whether in particular civil, criminal or administrative, the Client shall hold Lux-ICTS clear and unharmed from any condemnation.



# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## 7.2.3 Sensitive data

The processing of personal data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership as well as the processing of genetic data, biometric data for the purpose of identifying a physical person uniqueness, data concerning health or data concerning a physical person's sex life or sexual orientation are prohibited and considered as sensitive data.

Faced with this type of data, Clients and data controllers implement all appropriate technical and organizational measures to guarantee maximum protection of these data such as anonymization or encryption, without these means being exhaustive.

## 7.2.4 Purposes of processing

The Client authorizes Lux-ICTS and its representatives, agents or subcontractors to process shared data for the purposes of providing services or billing services.

## 7.2.5 Data retention

Data is kept for the time strictly necessary for its processing. Afterwards it's deleted.

## 7.2.6 Clients rights

The Client has a right to the 9 rights mentioned in article 6.2.1 al.2 of these conditions without them being able to use to alter the legality of the data processing. The Client may use each or more of these rights by sending a written request to Lux-ICTS by registered mail with acknowledgment of receipt to the operational headquarters of Lux-ICTS the obligation to respond by writing to all requests as soon as possible and in any event within one month of receipt of the request. If necessary, this period may be extended by two months, taking into account the complexity and the number of requests. In this case, Lux-ICTS informs the Client of this extension and the reasons for the postponement within one month of receipt of the request.

## 7.2.7 Cooperation and notification with the supervisory authority

Lux-ICTS let its subcontractors cooperate with the supervisory authority, at the request of the latter, in the performance of its missions. Similarly, in the event of a personal data breach, Lux-ICTS notifies the breach in question to the competent supervisory authority as soon as possible and, if possible, 72 hours at the latest after being aware of, unless the violation in question is not likely to create a risk for the rights and freedoms of natural persons. When the notification to the supervisory authority does not take place within 72 hours, it is accompanied by the reasons for the delay.

## 7.2.8 Cooperation and notification with the supervisory authority

In case of a personal data breach, Lux-ICTS undertakes to notify the person concerned as soon as possible.

## Article 8. Confidentiality

### 8.1 Definition

Information relating to the contract and its performance (whether acquired directly or indirectly during discussions or investigations between the parties) is confidential. This includes any technical, financial or commercial information as well as the names of Clients or partners (existing or potential), anticipated transactions, business strategies, reports, plans, budgetary or market projections as well as any trade secrets, techniques, data, specifications, software and programs, documentation or any other information concerning or relating to the contract and its performance, as well as the analyses, summaries, reports, compilations, comparative studies, works or other documents prepared by a Party or its representatives which contain, reflect or were used to produce such information. However, the following information does not constitute Information within the meaning of this document:

- information that the Parties can reasonably demonstrate to have already known prior to its disclosure ;



# GENERAL TERMS AND CONDITIONS FOR SALE

## V 1.2 01-2023

- information that is or becomes generally known or part of the public domain other than by reason of direct or indirect disclosure by one of the Parties (or its Agents) in contravention of the following ;
- information disclosed on a non-confidential basis by a third party who rightfully possesses it and has the right to disclose it ;
- information that one of the Parties can reasonably demonstrate to have been developed independently, unrelated to the information disclosed in the context of the performance of the Contract and/or the Order ;
- the information must be disclosed by decision of a court on condition that the other Party is informed in advance ;
- the information that a Party is obliged to communicate to governmental, administrative or social authorities ;
- information which one Party has authorized the other in writing to disclose.

## 8.2 Obligations of the parties

### 8.2.1 Use and Non-Disclosure of Information

Each of the Parties undertakes, except with the prior written consent of the other:

- not to use the Information in a way that is detrimental to the other Party ;
- to use the Information only for the purpose of analyzing or performing the Contract and/or the Order ;
- not to disclose or otherwise communicate the Information, in whole or in part, to any third party. However, a Party may disclose the Information to its Agents strictly to the extent that such disclosure is required for the purposes of performing the Contract and subject to the provisions of the “ Measures and Diligence ” article hereof.

### 8.2.2 Measures and due diligence

Each Party undertakes to:

- take all necessary measures to preserve the confidentiality of the Information and, at minimum, to apply the same care and deploy the same efforts that it would apply and deploy for the purposes of protecting the confidentiality of its own corresponding information ;
- in any case, act as soon as possible and in any event within one month of receipt of a request. If necessary, this period can be extended by two months, taking into account the complexity and the number of requests. In this case, Lux-ICTS informs the Client of this extension and the reasons for the postponement within one month of receipt of the request.

### 8.2.3 Delivery or destruction of information

By receipt of the first written request sent by registered letter with acknowledgment of receipt from one of the Parties, the other Party undertakes to promptly return all the Information communicated to it within a maximum period of one month. If necessary, this period may be extended by two months, taking into account the complexity and the number of requests. In this case, Lux-ICTS informs the Client of this extension and the reasons for the postponement within one month of receipt of the request. The requested information will be provided in any form. Any copies or other reproductions will be destroyed. The Information which, in the absence of a request, will not have been delivered must be kept by the other Party in accordance with the provisions of the following, otherwise destroyed.

### 8.2.4 Intellectual property

Each Party acknowledges that nothing in this Agreement and/or the Order shall be construed as constituting an assignment of any intellectual property right or license relating to or arising from the Information. In particular, the Parties acknowledge that no license is granted hereunder, either directly or indirectly, under the terms of any patent, trade secret, trademark or copyright. 'author. The Information is the property of the Party disclosing it.



# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## Article 9. Liability of Lux-ICTS

### 9.1 Direct damages & limitation of liability

As a service provider, the obligation of Lux-ICTS is an obligation of means. The Client expresses his needs to Lux-ICTS and in return, Lux-ICTS indicates the means it intends to satisfy his needs. Lux-ICTS remains free to carry out its work and how it will be treated. Lux-ICTS cannot be held responsible in the event of non-satisfaction of the Client once the company has engaged the technical and human resources aimed at fulfilling its mission, subject to any limitations of means imposed by the Client. Only gross negligence, if not of particular gravity, engages the contractual liability of Lux-ICTS, which the Client acknowledges and accepts. In this sole context of gross negligence, if not of particular gravity, the contractual liability of Lux-ICTS can only be engaged for the direct and personal damages suffered by the Client. The responsibility of Lux-ICTS is only engaged per-to-per with the Client and cannot in any case be engaged by entities other than that client. The limit of liability expressly approved by the Client is, cumulatively, limited to 50% (fifty percent) of the sums including tax received from the Client by Lux-ICTS during the last 12 months related to the contract whose faulty performance is alleged by the Client against Lux-ICTS.

### 9.2 Third party actions or “force majeure”

Lux-ICTS cannot be held responsible in the event of direct or indirect damage, suffered due to a disruption or interruption of services due to external factors and/or due to the Client or even a third party, which includes, without this list being exhaustive:

- Any total or partial malfunction of the service due to a case of force majeure, if not due to a third party ;
- Any disruption and/or total or partial unavailability and/or interruption of all or part of the services offered ;
- Any decision by governmental or judicial authorities, the Luxembourg Regulatory Institute or any public authority involving the suspension or disruption of services (except in the event that this decision results from a fault on the part of Lux-ICTS), withdrawal or non-renewal of licenses or even authorizations required for the operation of the services or any other public decision hindering the operation of the services by Lux-ICTS ;
- The act of a third party not contractually bound with Lux-ICTS.

### 9.3 Exclusions of liability related to usage of the services

Lux-ICTS is in any case not responsible for:

- Any commercial transaction, civil or commercial agreement, written or verbal, agreed by the Client with third parties through the services, in particular concerning the use of value-added services, whether in terms of their content, their price and invoicing.
- Indirect and/or consequential damage suffered by the Client when using the services, which means damage whose direct cause is unrelated to the contractual default of Lux-ICTS.

## Article 10. Client's obligations

### 10.1 Payment

The Client must make the payment according to the terms set out in Article 12.

### 10.2 Rules of good conduct

The Client undertakes the usage of the services or products with due care and exclusively for his professional use, in accordance with the contract, the law and the regulations in force. The Client must inform Lux-ICTS of any change concerning his identification data (in particular in the event of a change in bank details, address or change in his economic beneficiaries) within 15 days under penalty of to have to bear the consequences of such a lack of information on his part.





# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## Article 11. Liability of the Client

The Client must indemnify Lux-ICTS for any direct damage caused by it as a result of non-compliance with its obligations arising from the contract. In addition, the Client undertakes to reimburse Lux-ICTS for any compensation that Lux-ICTS has had to pay to a third party due to direct damage committed by the Client.

## Article 12. Payment

The Client must indemnify Lux-ICTS for any direct damage caused by it as a result of non-compliance with its obligations arising from the contract. In addition, the Client undertakes to reimburse Lux-ICTS for any compensation that Lux-ICTS has had to pay to a third party due to direct damage committed by the Client.

### 12.1 Rates

In return for the services provided by Lux-ICTS, the Client is required to refer to the contract in order to pay the amount due according to any defined schedule. Unless otherwise stipulated in the contract, payment is made no later than 30 days from the date of receipt of the invoice. The applicable prices are those applied by Lux-ICTS on the day of acceptance of the Order. Prices are for immediate implementation of the Order. VAT is invoiced at the rate in force at the time of the establishment of the invoice. The Client is warned that the VAT rate is likely to vary during the performance of the contract and that Lux-ICTS reserves the right to pass on any increase in VAT on the prices, which the Client acknowledges and accepted without exception or reservation. All proposed pricing relating to an intervention by personnel, or a provision of a service is calculated in the offer according to the legislation in force on the day of its issue, the hourly cost being clearly indicated in the offer. The Client will be charged for each quarter of an hour that has elapsed. For each service performed, travel costs are invoiced and equivalent to an hourly session regardless of the distance traveled, which the Client acknowledges and accepts without exception or reservation. The offers concerning the equipment are subject to variations depending on the prices offered by the suppliers of Lux-ICTS. Acceptance by the Client also implies acceptance of these costs. All the rates mentioned in the Contract with successive maturities will be indexed to the sliding salary scale, which the Client acknowledges and accepts without exception or reservation. The prices indicated correspond to an index of 877.01 (index in effect on 1/1/2023).

### 12.2 Billing

The Client receives a monthly invoice on paper or electronically. The invoice mentions the period within which the sums due must be paid by the Client. The final invoicing of the work of the technicians is carried out according to the hourly cost and the related social charges on the day of the realization of the project. This implies that the hourly cost will be adapted to any variation in the sliding salary scale and will be indexed to it. The invoicing of the services related to the implementation of the order, or the balance to be invoiced in the event of a deposit, is carried out upon delivery to the Client.

### 12.3 Dispute

If the Client wishes to dispute the amount invoiced, he must send, no later than 8 days following the issue of the invoice, a written request by registered mail with acknowledgment of receipt to the Client Service of Lux-ICTS who will respond within 30 days. The complaint must be precise and reasoned. This complaint procedure does not release the Client from his obligation to pay the undisputed part of the invoice. The Client is informed that he is liable for all fees and charges related to the use of the service.

### 12.4 Method of payment

Invoices must be paid by bank transfer.

### 12.5 Late payment

An invoice not paid on the due date entails, from the day after the due date, without the need for a reminder or formal notice, the charge to the Client of late payment interest calculated at the annual rate of 15%. The



## GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

initiation of a litigation procedure will generate the inclusion of a penalty clause payable by the Client equivalent to 30% (thirty percent) of the amount to be recovered. This conventional rate does not prohibit Lux-ICTS from opting, still in the event of late payment, for late payment interest to be invoiced in accordance with the amended law of 18 April 2004 relating to payment terms and interest delay. In the event of persistent delay or non-payment, Lux-ICTS may suspend the services pursuant to the procedure described in Article 16 below.

### 12.6 Property retention

The services sold by Lux-ICTS remain its exclusive property until full payment has been made. When the goods are not paid for in full on the due date, the seller may repossess them without any particular formality.

### 12.7 Debt collection

In case of debt collection, administrative costs of a lump sum of 10% (ten percent) of the total sums to be recovered in principal and interest will be due by the Client, which the latter expressly acknowledges. These 10% are added to the 30% reduced as a penalty clause by application of article 12.5 of these general conditions.

## Article 13. Additional services

Any additional service to be performed not included in the Accepted Commercial Offer will be performed and invoiced according to a negotiated rate in addition to the costs related to this Contract.

## Article 14. Helpdesk

If a "HelpDesk service" has been ordered within the Contract, the HelpDesk opening periods are from Monday to Friday (working days only), from 8 a.m. to 6 p.m. (Luxembourg time). Calls to the HelpDesk outside of opening hours, without an assistance contract covering this time slot, may be billed for an additional lump sum, with no obligation for Lux-ICTS to deal with the subject of the call outside the opening hours of the HelpDesk.

## Article 15. Deliveries

Unless otherwise stipulated, sales are made on departure from the head office of Lux-ICTS, if not from its place of business. It is the Client's responsibility to take possession of the materials purchased. At the Client's express request, Lux-ICTS may deliver or have delivered the purchased materials to the address indicated by the Client. In this case, the goods travel from the departure of the headquarters of Lux-ICTS at the risk and peril of the buyer. Lux-ICTS must in all cases sign a collection note (departure from the seller's head office) or a delivery note (delivery by Lux-ICTS to the address requested by the Client). Under no circumstances will the goods be deposited without signing a delivery note. In the absence of a person duly authorized by the buyer to receive the goods at the place of delivery, these will be returned to and kept at the seller's address at the Client's expense. In case the Client does not collect the goods within 8 days from the day initially scheduled for delivery, Lux-ICTS may consider the sale null and void. The costs incurred for the provision of the products and the costs of storing the products will remain the responsibility of the Client. The least-value of the goods delivered by the suppliers will also be borne by the Client.





# GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023

## TERMS OF CONTRACT

### Article 16. Termination/Suspension

#### 16.1 Termination or suspension of services by Lux-ICTS

The contract may be suspended or terminated by Lux-ICTS after notification under the conditions set out below in the event of: Delay and / or non-payment by the Client of two invoices and/or a single open invoice for two months; Proven fraud, attempted fraud; Client's fault considered seriously by Lux-ICTS. Before any suspension or termination of services, Lux-ICTS undertakes, except when this is impossible for imperative reasons of security or preservation of the interests of Lux-ICTS, to notify the Client of the reason for suspension or termination of the contract in writing, allowing him to remedy the situation within a period which may not exceed 15 calendar days. If the breaches noted are not remedied within the required timeframe, Lux-ICTS may terminate the contract with immediate effect.

#### 16.2 Termination of the contract by the client

##### 16.2.1 Termination without cause

The contract may be terminated by the Client during its term of engagement and before its term by paying a compensation to Lux-ICTS which would be equal to the total amount that the Client would be responsible for paying until the end of the contract. Any termination must be done by registered letter with acknowledgment of receipt at the latest 6 months before the end of the contract indicated in article 6 of the following.

In the absence of termination, the contract is tacitly renewed for an indefinite period and may be terminated subject to compliance with a notice period of 6 (six) months. In the event of a contract renewable by tacit consent whose total duration is less than 6 (six) months, the termination must take place 2 (two) months before the end of the contract.

##### 16.2.1 Termination for legitimate reason

In the event of a legitimate reason, the Client may request the early termination of his contract, subject to supporting this request with supporting documents sent by registered letter with acknowledgment of receipt. The following are considered as a legitimate reason in particular: Force majeure, Bankruptcy or judicial liquidation proceedings of the Client, any breach of contract by Lux-ICTS not resolved within 60 days of written notification of the breach by the Client, excluding breaches of the contract due to cases of force majeure within the meaning of jurisprudence. The termination will be effective from the date of receipt of the supporting documents.

### Article 17. Assignment of the contract

#### 17.1 Transfer by Lux-ICTS

The Client agrees that Lux-ICTS may assign all or part of its rights and obligations arising from this contract to a third party without the Client being able to claim any compensation as a result of this assignment. This transfer cannot be a reason for termination of the contract for legitimate reasons within the meaning of article 16.2.2 of this agreement.

#### 17.2 Assignment by the Client

The Client may not under any circumstances assign or transmit to a third party for payment or free of charge, in any form whatsoever, the benefit of this Agreement without the prior written consent of Lux-ICTS

### Article 18. Partial nullity

The invalidity or validity of one of the clauses of the contract does not affect the validity of the rest of the contract.



# **GENERAL TERMS AND CONDITIONS FOR SALE V 1.2 01-2023**

## **Article 19. Advertising**

Lux-ICTS may use the Client's name and logo as a Client reference for its services in its commercial documents and on its website. The Client may obtain the cessation of the use of his name and logo at any time by written request sent by registered mail with acknowledgment of receipt to Lux-ICTS. For any other public declaration on the covered service by the Contract, the parties to the Contract must consult each other beforehand and give their authorizations.

## **Article 20. Non-solicitation / Penalty clause**

Under an obligation of result, the Client is prohibited from hiring or engaging in any way whatsoever, any employee or self-employed person, present or future or having been put in contact by Lux-ICTS. This clause applies regardless of the function of the employee and is valid even if the employee himself took the step of approaching the Client. This clause will take effect throughout the performance of this contract, but also for a period of 24 (twenty-four) months from its termination, regardless of the reasons for the termination of the contract. Non-compliance with this clause by the Client entitles Lux-ICTS to a global and definitive fixed compensation (penalty clause) reduced by the Client to Lux-ICTS equivalent to 24 (twenty-four) times the last gross monthly salary paid by Lux-ICTS to its employee for a full month of work.

## **Article 21. Resignation**

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in this Contract, cannot be interpreted for the future as a waiver of the obligation in cause.

## **Article 22. Applicable Law - Dispute**

This contract is subject to the application of Luxembourg law. Any dispute must be declared by the Client within 8 days following the delivery of the goods or the provision of services. The declaration must be made in writing. The Client undertakes to provide Lux-ICTS with a precise and clear description of the nature and extent of the dispute and, where applicable, to respond Lux-ICTS on any question concerning these points. All photos are welcome. The existence of a dispute in no way suspends the other obligations of the contract and those relating to payment. The parties agree that any dispute that may arise in connection with the interpretation or execution of these terms and conditions for sale will be brought to the attention of the court with territorial jurisdiction in the jurisdiction of the place of head office of Lux-ICTS.