

GENERAL TERMS AND CONDITIONS

GENERAL PART

1.1 APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions (“Terms”) are the only terms and conditions that govern the sale of the goods (“Goods”) and services (“Services”) by Computer Task Group Luxembourg PSF, S.A. (“CTG”) to the purchaser (“Client”) under this Agreement (defined below). Client expressly acknowledges that its own terms and conditions will not apply to the parties’ Agreement unless agreed otherwise in writing by CTG.
2. Clauses 1.1 through 1.22 of these Terms shall apply to all agreements between CTG and the Client. The remaining clauses shall apply as applicable. If a written contract signed by both parties is in existence covering the sale of the goods and services, the terms and conditions of that contract will prevail if inconsistent with these Terms.
3. CTG is an authorized Support PSF under the Law of 5 April 1993 on the financial sector (“LFS”) and it is supervised by *Commission de Surveillance du Secteur Financier* “CSSF”.

1.2. WHOLE AGREEMENT AND MODIFICATIONS

1. The “Offer”, statement of work (“SOW”), Service level agreement (“SLA”) and/or “Delivery Receipt” and Invoice, together with these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior agreements, whether oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement. Fulfilment of Client’s order does not constitute acceptance of any of Client’s terms and conditions and does not serve to modify or amend these Terms.
2. Any change or modification (“Change”) to this Agreement or to any aspect of the delivery of Goods or performance of Services under this Agreement is of no effect unless put in writing and signed by the parties.

1.3. DURATION

This Agreement shall commence on the date specified in the Offer or SOW and shall remain in force thereafter until terminated by either party in accordance with these Terms.

1.4. TIME FOR DELIVERY OR PERFORMANCE

All applicable deadlines and projected delivery dates have been determined by the parties in good faith and are to be respected by both parties as far as reasonably possible. Notwithstanding the previous sentence, CTG shall not be liable for any additional costs or expenses incurred by CTG or the Client as a result of CTG’s failure to meet any such deadlines.

1.5. CLIENT’S OBLIGATIONS

1. Client shall (i) cooperate with CTG in all matters relating to delivery of Goods and performance of Services and provide such access to Client’s premises, and such office accommodation and other facilities as may reasonably be requested by CTG, for the purpose of performing the Services; (ii) respond promptly to any CTG request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for CTG to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as CTG may reasonably request to carry out the Services in a timely manner and ensure that such customer material or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

2. If CTG’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, CTG will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay.
3. The costs of such prevention or delay attributable to the Client will be charged at CTG’s current rates applicable, and any limitations for the performance of any of CTG’s obligations under this Agreement will be automatically extended by a period equal to the period of such delay.

1.6. EMPLOYEES, AGENTS AND CONTRACT WORKERS

CTG, its employees, agents and contract workers shall provide advice to the Client only within CTG’s obligations under this Agreement. CTG shall not be liable for the consequences of any advice given outside the limits of this Agreement.

1.7. SUB-CONTRACTING

CTG may sub-contract any of its obligations under this Agreement, as allowed by law.

1.8. PRICES AND PAYMENT

1. The charges for the Goods or Services are as set out in the Offer or SOW. All prices are in Euros and exclusive of Value Added Tax (V.A.T.) and other taxes of any kind imposed by any governmental authority.
2. For Services, CTG will invoice the Client monthly, unless otherwise agreed in writing.
3. All invoices are due within 30 calendar days of the invoice date unless otherwise agreed in writing.
4. Expenses incurred by CTG, its employees, agents or contract workers in providing the Goods, Services or Products, including but not limited to travel expenses, shall be payable by the Client in addition to the prices specified in the Agreement and are to be invoiced to the Client separately, unless otherwise agreed in writing.
5. CTG will apply the Luxembourg principle of wage indexation for Service fees in accordance with STATEC’s (Statistical Bureau of Luxembourg Ministry of Economy) official publication. This price adjustment will take place on the first day of the month after STATEC’s publishing of the updated index value.
6. Payment is to occur without any set-off, settlement or postponement of any nature whatsoever.
7. If the Client wishes to dispute an amount invoiced, he/she must send a reasonably detailed, written notice by registered mail with acknowledgment of receipt to CTG no later than 8 days after issuance of the invoice. This claim procedure does not relieve the Customer of his obligation to pay the undisputed portion of the invoice.
8. Should the Client fail to make payment within 30 calendar days of the invoice date, the outstanding invoice amount shall be subject, without further notice (both before and after judgment), to interest at a rate equal to two times the annual legal interest rate in force, according to the article 14 of the Law of 18 April 2004 and its regulation, from the date the payment became past due until the outstanding amount is paid in full, as well as to a minimum flat recovery costs indemnity of 40 (forty) Euros.
9. Should the Client remain in default of its payment obligations to CTG for ten business days, then CTG shall be entitled, without prejudice to any other rights it may have, to suspend the delivery of any Goods and/or the provision of Services (as appropriate) until such default has been rectified.

1.9 CONFIDENTIALITY

1. Each party undertakes steps to keep and treat as confidential and not disclose to any third party any information relating to the business or trade secrets of the other nor make use of such information for any purpose whatsoever, except to those employees, agents or contract worker of the party who need to know for the purposes of this Agreement, provided that the foregoing obligation shall not extend to information which is: (a) in the public domain other than by breach of this Agreement; (b) in the possession of one party prior to disclosure by the other party; or (c) rightfully obtained by one party from a third party other than under an obligation of confidence. No exclusions apply to information subjected to professional secrecy described below at point 3.
2. Except as provided in paragraph below concerning the professional secrecy, this clause shall survive to the Agreement five years after its termination for whatever reason. Indeed professional secrecy obligation is unlimited. Neither party is entitled to make the existence of the Agreement public except with the prior written approval of the other party.
3. CTG is a PSF company which must comply with professional secrecy requirements as set out in the Luxembourg law of 5 April 1993 on the financial sector, as amended. As consequence either Party will ensure the respect for each of its personnel involved in the Agreement of the Article 41 §1 of the Law of 5 April 1993 on the financial sector regarding the obligation of professional secrecy. Disclosure of information subjected to professional secrecy shall be punishable by the penalties laid down in Article 458 of the Penal Code. The above shall not apply in case where the person has held to stand as witness in court or where the law prescribes to disclose these secrets.
4. CTG is bound by professional secrecy rules and may not communicate data concerning, and information relating to the Client (the "Information") to any third-party, except when disclosure of the Information is made in compliance with, or required under, applicable law, or upon instruction or with the consent of the Client. In the frame of our internal activities, CTG can share certain Information to other company's part of the CTG Group (the "Affiliates") which may be non-regulated and located outside Luxembourg within the EU or outside the EU. Particularly, CTG uses Affiliates located in Belgium, Canada, Colombia, France, India, UK, and USA for the following internal services: Internal Audit; Security; Accounting; Consolidations; CTG IT internal support; Human Resources; Privacy.

1.10. INTELLECTUAL PROPERTY

Each Party acknowledges that nothing in this Agreement may be interpreted as amounting to the assignment of an intellectual property right or license relating to or arising from the disclosure of information. Specifically, the parties agree that no licence shall be granted pursuant to this Agreement, either directly or indirectly, under the terms of a patent, a trade secret, a commercial trademark, or copyright. Any information disclosed by a party shall be the property of the party that discloses it.

1.11. FORCE MAJEURE

1. One party shall not be liable for any delay or failure to meet obligations under this Agreement (other than obligations to make payments) due to an event that is irresistible, unpredictable and external to that party.
2. However, the affected party shall use reasonable endeavours to limit any detrimental effects and shall resume performance of its obligations as soon as reasonably practicable.
3. If performance is substantially prevented for a continuous period of 3 months by virtue of any such event, then either party may terminate this Agreement forthwith by written notice to the other.

1.12. COMPLAINTS PSF

1. The Client may, at any time and for any reason whatsoever, after discussions with CTG have failed, present CTG with an official complaint in accordance with the terms of CSSF's Regulation 16-07, related to out-of-court complaint resolution. CTG has appointed a central point of contact for the management of such complaints at complaints@ctg.lu. An acknowledgement of receipt will be sent to the Client within 10 business days of receipt of the official complaint, providing the Client with the identity and the contact details of the person to whom the complaint should be directed.
2. If the Client has not received a satisfactory answer within one month after sending the complaint, the Client may file a request with the CSSF up to one year after the original complaint.
3. The Parties may, at any time, refer the subject matter of the complaint to the courts.

1.13. TERMINATION

1. CTG may terminate this Agreement if the Client fails to pay any sum due under this Agreement and such sum remains unpaid for 15 days after written notice from CTG that such sum has not been paid.
2. Either party may terminate this Agreement immediately by written notice:
 - (i) for material breach, gross negligence, fraud or wilful misconduct of the other party;
 - (ii) if the other party ceases to carry on its business;
 - (iii) if a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other party and is not discharged within 15 days of such appointment;
 - (iv) if the other party makes an assignment or the benefit of its creditors, or other arrangement of similar import; or
 - (v) if the other party goes into liquidation otherwise than for the purpose of a bonafide amalgamation or reconstruction.

1.14. EARLY TERMINATION AND CANCELLATION FEE

The Client may cancel all or part of this Agreement to the extent it is for the performance of Services by giving CTG not less than 3 months' written notice, in exchange for paying compensation, equal to the subscription fee that would have been payable until the end of Agreement with CTG. In any case in the event of such cancellation, the Client shall be liable to pay CTG for all work performed under this Agreement and for any further costs reasonably incurred by CTG, including but not limited to cancellation charges for subcontracts, supply contracts, and labour.

1.15. LIABILITY

1. CTG's obligations and liabilities to the Client arising out of or in connection with the provision of Goods and Services shall only be those set out in this Agreement. All other warranties, conditions, guarantees, representations or other terms, whether express or implied, arising from other conventions are hereby excluded.
2. In no event shall CTG's aggregate liability arising out of or related to this Agreement – whether arising out of or related to breach of contract, tort (including negligence), or otherwise – exceed the total of the amounts paid to CTG for the Goods and Services sold under this Agreement during any twelve-month period.
3. CTG's limitation of liability in paragraph 2 above does not apply to:
 - (i) liability resulting from CTG's gross negligence or wilful misconduct, and

- (ii) death or personal injury caused by the negligence of CTG, its employees or agents.
- 4. CTG shall not in any event be liable in contract, tort or otherwise for any loss of profit or any consequential, indirect, incidental, special, punitive or exemplary damages arising out of or in connection with the provision of any Goods or Services under this Agreement, even if it has been advised by the other party of the possibility of such potential loss or damage. CTG shall not in any event be liable in contract, tort or otherwise for any loss or damage resulting from the misconduct of the Client.
- 5. No action may be brought by either party more than one year after the cause of action has accrued, except for cause of action arising from death or personal injury or with respect to a claim for non-payment of charges due under this Agreement.
- 6. The Client indemnifies CTG for all damage that CTG may suffer as a result of the third-party claims related to the Products or Goods supplied or Services rendered by CTG, including:
 - (i) the claims of third parties, including the Client's employees, who suffer damage resulting from unlawful action of the employees of CTG made available to the Client and who work under its supervision or on its indications;
 - (ii) the claims of third parties, including CTG employees, who suffer damage resulting from the Client's negligence or from unsafe situations in its enterprise relating to the execution of the Agreement;
 - (iii) the claims of third parties which suffer loss or damage resulting from a shortcoming in or an improper use of a Good or Product supplied by CTG which the Client has used or altered or has been supplied by the Client to third parties in connection with the Client's products and services.

1.16. INSURANCE

Each party shall maintain sufficient commercial insurance from a reputable insurance company.

1.17. NON-SOLICITATION

- 1. The Client undertakes to refrain from directly or indirectly soliciting or offering employment to any CTG employee associated with the provision of the Goods or Services or otherwise involved with this Agreement during the term of this Agreement and for a period of two years following the termination thereof.
- 2. In case of breach of this clause, the Client shall pay to CTG an amount of 20,000 € which is immediately due and payable.

1.18. PROTECTION OF PERSONAL DATA

- 1. CTG protects personal data in compliance with applicable legal and regulatory requirements in Luxembourg and Europe.
- 2. Personal data may be communicated by the Client on the occasion of the order, during the performance of the contract or as part of any transaction between CTG and the Client, and conversely. The parties agree:
 - (i) Only personal data of either party related to the proper performance of the contract may be collected in accordance with the Regulations.
 - (ii) The natural and / or legal persons who are the subject of data collection have been informed in advance and have expressly given their consent in writing.
- 3. Each party authorises the other, along with its representatives, agents, or sub-contractors, to process said data for purpose of providing or invoicing the services.

1.19. GENERAL PROVISIONS

- 1. ASSIGNMENT. The Client may not assign or otherwise transfer this Agreement or any part of it without the prior written consent of CTG.
- 2. INVALIDITY. In the event that any term of this Agreement is held to be invalid or unenforceable, then such term shall be severed, the remaining terms to remain in full force and effect.
- 3. ADVERTISING. Prior written agreement by both parties is required for any public announcement regarding the Goods or Services covered by this Agreement.
- 4. RELATIONSHIP OF THE PARTIES. The parties' relationship pursuant to this Agreement is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the parties. Neither party is a legal representative of the other party.
- 5. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended solely for the benefit of the parties hereto and does confer any rights or remedies upon any person other than the parties.

1.20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Luxembourg law, and the parties hereby submit to the exclusive jurisdiction of the court of Luxembourg City. Neither the IncoTerms Rules nor the United National Convention of Contracts for the International Sale of goods apply.

1.21. ETHICAL CODE AND ANTIMONEY LAUNDERING.

The Client acknowledges that CTG will not tolerate any form of bribery and corruption in any of its business activities. The Client warrant that throughout the term of the Agreement:

- a) shall not engage in any activity, practice or conduct which may constitute a breach of any anti-bribery applicable to the Parties;
- b) will establish, maintain and enforce appropriate policies, procedures and training to prevent acts of bribery and corruption by its directors and employees;
- c) and will immediately notify CTG of any act of bribery and corruption committed in the course of performing the Agreement.
- d) agrees to abide by and comply with all relevant anti-money laundering laws and regulations

1.22. NOTICES

All notices herein provided for or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery.