



## **GENERAL CONDITIONS FINANCIAL RENTING** *(applicable with effect from September 2023)*

BNP PARIBAS LEASE GROUP LUXEMBOURG S.A. (hereinafter referred to as BPLGL S.A.) agrees to enter into a contractual relationship with the Lessee, selected in consideration of its person.

### **Preamble**

The relationship between the parties will be governed exclusively by the General Financial Renting Conditions and the Financial Renting agreement concluded between BPLGL S.A. and the Lessee.

The General Financial Renting Conditions will, where applicable, apply to the guarantor(s) as mentioned in the collateral of the leasing agreement, notwithstanding the use hereinafter of the term "Lessee". BPLGL S.A. may amend the General Financial Renting Conditions at any time, in particular to take account of changes in legislation or regulations, or in the principles of the BNP Paribas Group, or in the practices in this area.

The Lessee will be notified of any amendment pursuant to Article 12 of this Agreement. Amendments will be deemed to have been approved by the Lessee in the absence of any objection prior to the date on which the amendments are due to enter into force.

### **Article 1 Object of the Financial Renting Agreement**

1.1. The object of the Financial Renting Agreement is for BPLGL S.A. to place goods purchased for this purpose at the disposal of the Lessee. At the Lessee's request, BPLGL S.A. will acquire goods selected by the Lessee from a supplier chosen by the Lessee with a view to the Lessee leasing such goods.

1.2. BPLGL S.A. is authorized to inform the supplier that the goods are being acquired for the purpose of Financial Renting and to inform the supplier, if necessary, of the identity of the Lessee.

1.3. The duration of the lease and the fee payable by the Lessee will be set out in the Financial Renting agreement. The goods, described in the Financial Renting agreement, will be referred to hereinafter as "the Equipment".

### **Article 2 Start of Financial Renting agreement and delivery of rented Equipment**

2.1. The parties will be bound by the signing of the Financial Renting agreement.

2.2. Any delay in the supplier's execution or non-execution of its obligations will not entitle the Lessee to any claim against BPLGL S.A.

If the purchase conditions with the supplier provide for the payment of one or more instalments before delivery of the Equipment, BPLGL S.A. will proceed with this payment. The financial conditions governing the payment of this (these) instalment(s) will be set out in the Financial Renting agreement. The payment of this (these) advance payment(s) will be subject to pre-financing interest at the rate given in the Financial Renting agreement for the period between the payment of the advance payment(s) and the start of the Financial Renting agreement. The Lessee unconditionally undertakes to repay this advance payment to BPLGL S.A. in the event that the purchase agreement with the supplier is not fulfilled in full or in part. As soon as BPLGL S.A. has been fully reimbursed, the Lessee will be subrogated to the rights and actions of BPLGL S.A.

2.3. Delivery will be deemed to have taken place when the Equipment is made available to the Lessee in accordance with the terms and conditions agreed between the Lessee and the supplier, which must have been brought to the attention of BPLGL S.A. by means of written notification. The Lessee, at the time of delivery, will act in its own name and for the account of BPLGL S.A.

2.4. Unless otherwise agreed, the delivery will take place at the Lessee's expense and risk, and under the its responsibility. It is the Lessee's responsibility to provide the installations and equipment required for proper delivery of the Equipment.

2.5. At the time of delivery, the Lessee will check whether the Equipment matches the order, whether it corresponds to the technical standards and conditions applicable to it, whether it appears to be in good condition and whether it is accompanied by the documents required for its use.

2.6. If the Lessee refuses delivery of the Equipment or if the Equipment is not delivered on the agreed date, the Lessee must inform BPLGL S.A. by registered letter with acknowledgement of receipt. If the Lessee notes the non-conformity or malfunctioning of the Equipment, it must inform the supplier without delay by registered letter with acknowledgement of receipt, also sending a copy to BPLGL S.A. specifying that it will not keep the Equipment. In the event of refusal to take delivery of the Equipment, or failure to deliver it on the agreed date or if BPLGL S.A. invokes the expiry of the order, the Lessee will be responsible for returning to BPLGL S.A. all amounts already paid, plus interest from the date of payment to the date of reimbursement by the Lessee, at the reference rate. The Lessee will guarantee BPLGL S.A. against any and all claims on such an occasion, due to the rights and recourses of the supplier, and will also be liable to pay compensation set at 10% of the amount of the claim. When the delivery has taken place to the Lessee's satisfaction, an acceptance report will be drawn up jointly between the Lessee and the supplier. A copy of this report must be sent by the Lessee to BPLGL S.A.

2.7. The delivery of the Equipment to the Lessee, even without the signing of an acceptance report, will be deemed to constitute acceptance without reservation and discharge for BPLGL S.A. The same will apply in the event that a person not authorized for this purpose, either by the Lessee or by BPLGL S.A., has signed the acceptance report.

### **Article 3 Obligations of the Lessee with regard to performance of the Financial Renting agreement**

3.1. The Lessee undertakes to perform the agreement at its own risk. The Lessee will jointly and severally guarantee the supplier's obligations towards BPLGL S.A.

3.2. The Lessee will be liable to BPLGL S.A. for any damage resulting from the non-performance or improper performance of the obligations defined in Article 2.

3.3. It is the responsibility of the Lessee to provide the installations and fittings necessary for operation of the Equipment.

### **Article 4 Ownership of the Equipment**

4.1. The Equipment is the property of BPLGL S.A. The Lessee undertakes to affix the words "Property of BPLGL S.A." to it in a visible and permanent manner.

4.2. The Lessee declares that it has the necessary authorizations and expertise to hold and use the Equipment. It undertakes to comply with any new stipulations that may be issued in the future.

4.3. The Equipment is intended and will remain for the operation of the Lessee's business. The Lessee may not dispose of it without the prior written consent of BPLGL S.A. BPLGL S.A. or the person designated by it has the right to inspect the Equipment at any time, wherever it may be located. In the event of private use of the Equipment, it must remain available for the personal use of the Lessee.

4.4. The Lessee may not sub-lease the Equipment or transfer the rights arising for it from the Financial Renting agreement, except with the express agreement of BPLGL S.A. The latter may transfer its rights with regard to the Lessee to a bank or other leasing company. In the event that the sub-leasing arrangement is granted by BPLGL S.A., the Lessee will nevertheless remain bound by all of the obligations arising from the Financial Renting agreement and the General Financial Renting Conditions.

4.5. In the event of the transfer of the business to which the Equipment is assigned and, when the Lessee is a legal entity, in the event of a change in its form, in the event of a change in its shareholding structure, or in the event of a merger or demerger, the Lessee must obtain the prior written consent of BPLGL S.A. in order to transfer or assign the Financial Renting agreement. Without being required to justify its decision, BPLGL S.A. may terminate the Financial Renting agreement in accordance with Article 9.1. below in the event of non-compliance with the above provision.



4.6. Regardless of its nature and use, the Equipment may not be incorporated into the building in which it is installed. If the Lessee is not the owner of this building, or if it ceases to be the owner during the term of the Financial Renting agreement, it must inform the owner that the rented Equipment does not belong to it and that it is not subject to the lien provided for in Article 2102, 1<sup>st</sup>, of the Civil Code.

The same information must be given to the holder of a pledge on the Lessee's business or an agricultural lien. The Lessee must provide BPLGL S.A. with proof of fulfilment of these obligations, without BPLGL S.A. being able to be held responsible for any non-fulfilment.

4.7. The Lessee must immediately notify BPLGL S.A. verbally or by e-mail, followed by confirmation by registered letter, in the event that:

- a) a third party seizes all or part of the rented Equipment or takes precautionary measures against it; in such a case, the Lessee must inform the seizing party that the Equipment belongs to BPLGL S.A.;
- b) all or some of the Equipment is involved in an accident;
- c) all or some of the Equipment is stolen, destroyed or damaged, or is subject to requisition or seizure measures on the part of a public authority;
- d) the building in which the Equipment is installed is the subject of an application for expropriation in the public interest.

#### **Article 5. Rental payments**

5.1 The agreed rent will be paid in accordance with the terms set out in the financial items and special conditions of the Financial Renting agreement.

On any rent not paid on the due date, the Lessee will owe, ipso jure and without notice of default, interest at a rate of 1% per month.

If, in accordance with the provisions of this article, interest on arrears is due, BPLGL S.A. will be entitled to payment, ipso jure and without formal notice, of a lump sum of EUR 40.00 in addition to the recovery costs it incurs. In addition to this lump sum, BPLGL S.A. is entitled to reasonable compensation for all other collection costs incurred as a result of the late payment.

5.2 Until the time of the first payment of rent by the Lessee, BPLGL S.A. has the right to adapt the price to the new conditions of the financial market.

In this case, a modification directly proportional to the difference between the average rate of the market conditions valid at the time of the drafting of the contract and the one valid at the date of the first payment of the rent, will be made.

5.3 All taxes, duties and expenses of any kind, present or future, due as a result of the Financial Renting agreement or directly or indirectly affecting the Equipment, will be borne by the Lessee.

5.4 The obligation to pay rent will begin, unless otherwise stipulated, on the 1<sup>st</sup> day of the month following the month in which the Equipment is delivered, without prejudice to the hypothesis provided for in Article 2.2, paragraph 2, above.

5.5 The rental payments and the duration mentioned in the financial parts and the special conditions of the Financial Renting agreement will begin on the 1<sup>st</sup> day of the month following the delivery of the Equipment, unless otherwise stipulated. Between the date of delivery and the first day of the following month, unless otherwise agreed, the Lessee will owe an interim rent (usage rent) calculated a pro rata temporis basis for the elapsed period. The definitive amount of this interim rent will be communicated to the Lessee by BPLGL S.A. when the Financial Renting agreement enters into force. This rent will be due at the same time as the first rental payment.

5.6 No claim or dispute whatsoever will suspend the obligation to pay rent. The Lessee expressly waives the right to the offsetting, including on a statutory basis, of its rent debts with any claim it may have against BPLGL S.A.

#### **Article 6 Use of Equipment**

6.1 The Lessee undertakes to use the rented Equipment according to its intended purpose and responsibly. It must maintain it in accordance with the maintenance and service regulations drawn up by the manufacturer or supplier. In the event of damage, whatever the cause (normal use, accident, malicious act, force majeure, hidden defect etc.), the Lessee must have the Equipment repaired at its expense. It will also comply with the manufacturer's or supplier's conditions if the use of a specialized or named maintenance service is prescribed.

6.2 The Lessee may attach accessories to the rented Equipment insofar as they do not impair the value of the Equipment and do not hinder its intended use. Any damage caused by such accessories must be repaired by the Lessee. The accessories will automatically become the property of BPLGL S.A. and form part of the rented Equipment. When the Equipment is returned for whatsoever reason, BPLGL S.A. may demand that the accessories be removed and the Equipment returned to its previous state entirely at the Lessee's expense.

6.3 In general, the Lessee undertakes not to change the initial destination of the Equipment

#### **Special provisions for rolling stock**

6.4 The Lessee will comply, under its own responsibility and at its own expense, with the legislation relating to the rented Equipment in the areas of transport, insurance, road traffic, technical inspections and tax. It will bear in full any harmful consequences that failure to comply with these laws may entail for BPLGL S.A. and will hold BPLGL S.A. harmless from any such consequences.

6.5 The Lessee undertakes to present the rented Equipment for technical inspection whenever required. BPLGL S.A. has the right to ensure that this obligation is met. After each presentation of the rented Equipment for technical inspection, the Lessee will notify BPLGL S.A. in writing of this presentation and of the remarks made by the technical inspection service, enclosing a copy of the inspection certificate.

6.6 If the Lessee fails to present the rented Equipment for the technical inspection on the days and at the times set, BPLGL S.A. will have the right to have it presented by a driver appointed by it at the Lessee's expense, without the latter being able to object to this temporary withdrawal of the Equipment from service.

6.7 The Lessee will bear all the harmful consequences that may result for BPLGL S.A. from failure to present or the late presentation of the rented Equipment for technical inspection, or from failure to make any adjustments required by the inspection service.

6.8 The rented Equipment will be used in accordance with the provisions on the transport of persons and goods laid down in the law on road transport and its implementing regulations, as well as, where applicable, the law on the regulation of taxi services.

6.9 If the rented Equipment is a vehicle registered in the Grand Duchy of Luxembourg, the vehicle's registration document must clearly indicate its owner (BPLGL S.A.) and its holder (the Lessee). By accepting the General Financial Renting Conditions, the Lessee expressly authorizes and mandates BPLGL S.A. to communicate its details to the competent authority in the event of an offence or crime relating to the use of said rented Equipment

#### **Article 7. Warranty**

7.1 The Lessee must familiarize itself with the warranty conditions stipulated in the purchase agreement, as well as with the statutory warranty conditions and the limitation periods.

7.2 The Lessee is obliged to notify the supplier of any defects in the Equipment that are discovered during use during the term of the contractual guarantee by sending a registered letter with precise details without delay. This obligation will also apply if the Lessee has taken delivery of the Equipment despite the defects found. If the defects are not rectified by the supplier, the Lessee must inform BPLGL S.A. no later than one month before the expiry of the contractual warranty period. In any event, the Lessee will remain solely responsible for any harmful consequences resulting from its inaction. A copy of any letter sent by the Lessee to the supplier must be sent to BPLGL S.A.

7.3 BPLGL S.A. will not assume any guarantee for hidden defects affecting the Equipment. No claims may be asserted against it due to such a defect. It also does not assume any guarantee for defective products. It transfers to the Lessee the rights belonging to it in this respect against the seller or manufacturer of the Equipment. BPLGL S.A. may also require the Lessee to assert the rights arising from the contractual warranty against the supplier, and against the manufacturer with regard to claims in



relation to defective products. The implementation of these guarantees will be carried out in the Lessee's name, at its own expense and risk, but for the account of BPLGL S.A.

7.4. By exercising the rights arising from the guarantee, the Lessee is not released from its contractual obligations towards BPLGL S.A. In particular, it is not entitled to a suspension or reduction of the rental payments for the period during which the Equipment is not usable or is only partially usable.

7.5. BPLGL S.A. does not guarantee the usefulness of the equipment for the Lessee's intended purpose, and the obsolescence of the Equipment, whether it occurs during the course of the lease or beforehand, will not give rise to the termination of the Financial Renting agreement, to a reduction in the rental payments, or to any compensation whatsoever.

#### **Article 8 Risks, claims and insurance**

8.1. The Lessee will bear the risks associated with installation of the Equipment.

8.2. The Lessee will be solely liable, with the exception of any claims it may have against the supplier and the manufacturer, for any damage resulting for it or for third parties from the rented Equipment or from its use, even if the damage was caused by a defect in the item. All of this is without prejudice to the guarantee resulting from Article 3.1.

8.3. The Lessee undertakes to arrange insurance cover for its liability to third parties for the use and custody of the Equipment, including the custody of its structure, for the entire duration of the Financial Renting agreement.

In the case of a Financial Renting agreement for rolling stock, the Lessee must also comply with the statutory provisions on compulsory liability insurance for motor vehicles.

8.4. The Lessee also undertakes to take out and maintain throughout the duration of the Financial Renting agreement, for the benefit of BPLGL S.A., an insurance policy covering, in particular, the risks of theft of the Equipment, its destruction by fire, explosion, lightning, flooding or aircraft crash, as well as the risks resulting from the use of the equipment, such as handling errors, accidental damage of any kind whatsoever etc., all up to the price, when new, of the equipment, plus taxes and ancillary costs. With regard to the Financial Renting of rolling stock, the Lessee will take out, at its own expense, and for the benefit of BPLGL S.A., insurance covering the risks of fire, theft and material damage. The Lessee hereby assigns to BPLGL S.A. all of its rights to any compensation due by virtue of the insurance mentioned above and instructs BPLGL S.A. to notify this assignment, by any means whatsoever, to the insurance company covering the risks described.

8.5. The insurance policy will be concluded, prior to delivery of the Equipment, with a company approved by BPLGL S.A. The Lessee will provide proof to BPLGL S.A. of the existence of the insurance contract and of the payment of the premiums and will, upon request by BPLGL S.A., provide a certificate issued by the insurance company. The policy covering the risks of total or partial loss of the Equipment stipulates that, in the event of a claim, the insurance amount will be payable to BPLGL S.A. exclusively and that the insurance company will be obliged to notify BPLGL S.A. of any reason for the cessation or suspension of the guarantee, under penalty of not being able to enforce such cessation or suspension. If BPLGL S.A. is not notified of the insurance cover, BPLGL S.A. may take out an insurance policy at the Lessee's expense.

8.6. The Lessee will be liable for the disappearance of and damage to the Equipment. In the event of theft or loss, for whatever reason, the Financial Renting agreement will be terminated. BPLGL S.A. will be entitled to a sum equal to the total amount of the outstanding rental payments, plus the residual value provided for in the Financial Renting agreement, as compensation. If the insurance payment does not cover the full amount, the Lessee will be obliged to pay the balance.

#### **Article 9 Reasons for termination of Financial Renting agreement**

9.1 BPLGL S.A. will be entitled to terminate the Financial Renting agreement unilaterally and without notice of default, with immediate effect, by notifying the Lessee by means of registered letter:

a) in the event of the Lessee ceasing its professional activity or in the event of the transfer of the Financial Renting agreement without the prior consent of BPLGL S.A. in accordance with Article 4.5 above;

b) in the event of the Lessee company being dissolved;

c) in the event of a change in the shareholder structure of the Lessee company without the prior consent of BPLGL S.A.;

d) in the event of protest of a bill of exchange bearing the signature of the Lessee or in the event of seizure, even if purely protective, carried out against it; in the event of cessation of payments by the Lessee, or application for suspension of payments or amicable or judicial composition, application for controlled management or bankruptcy; in the event of the opening of collective insolvency proceedings, a new Financial Renting agreement may be concluded between BPLGL S.A. and the representative of the estate, duly authorized for this purpose by the competent authority;

e) in the event of non-performance by the Lessee or delay in performance of any of the obligations assumed by it under the General Financial Renting Conditions, in particular its obligations under Articles 3 to 6 above, including non-payment on the due date of a single rental instalment;

f) in the event of the disappearance of the Equipment.

9.2 If there are several Financial Renting agreements, BPLGL S.A. will be entitled to terminate all of them if it is obliged to terminate one of them due to the Lessee's failure to fulfil its obligations. This right arises from the fact that BPLGL S.A. enters into a commitment with the Lessee in consideration of its person.

#### **Article 10 End of agreement and termination**

10.1. If the Financial Renting agreement is terminated for one of the reasons indicated above, the Lessee must pay BPLGL S.A. the rent amounts that are due and unpaid, plus the interest provided for in Article 5.1. above, compensation fixed at a flat rate and irrevocably at the amount of the rents remaining due between the day of termination and the end of the Financial Renting agreement as provided for in the agreement, the residual value of the Equipment and the costs of termination. This is without prejudice to Article 8.6 in the event of the Equipment going missing.

10.2. Unless otherwise advised by BPLGL S.A., within eight working days of the end of the Financial Renting agreement, for whatever reason, the Lessee will return the Equipment, as well as the regulatory documents concerning the Equipment, to BPLGL S.A., at the latter's convenience. In the event the Equipment is returned late, each additional day will result in compensation equal to the pro rata amount of the contractual rent.

The Equipment will be returned to BPLGL S.A.'s warehouses or to any other place as indicated by the latter. A report will be drawn up detailing the return and condition of the Equipment. The Equipment will be returned in an assembled state with normal levels of wear and tear. Any damage in excess of normal wear and tear will be borne by the Lessee, plus the costs of the report, the costs of the expert opinion, the administrative costs and any transport costs.

10.3. In the event that the Equipment is not returned within the time limits and conditions stipulated above, BPLGL S.A. may proceed to remove it immediately, without further formality and without prejudice to any other rights, at the Lessee's expense, without the latter being able to object.

10.4. In the event that the sales contract between the supplier and BPLGL S.A. is terminated, rescinded or cancelled for any reason whatsoever, in particular due to a default affecting the supplier's right of ownership, the Financial Renting agreement will in turn be terminated. As a result of the Lessee's guarantee of the supplier's obligations, BPLGL S.A. will nevertheless retain the rental payments already received and the Lessee will also be obliged to pay BPLGL S.A. an amount equal to the sum of the rental payments still due and the residual value of the Equipment. The Lessee will also hold BPLGL S.A. harmless from all costs and losses of any kind. The Lessee is subrogated by BPLGL S.A. in its rights and actions against the supplier.

10.5. The Financial Renting agreement may not be terminated unilaterally, with the exception of BPLGL S.A.'s right to terminate the agreement in the cases listed in Article 9. Similarly, the lease may not be renewed or extended by tacit agreement.

#### **Article 11 Option right and return of the Equipment**



11.1. Other than in cases in which the Financial Renting agreement ends prematurely (termination or cancellation of the contract, theft or loss of the equipment), the Lessee will have a choice of three options at the end of the contractual term:

- a) return the Equipment in accordance with the provisions of Article 10.2. above; At the time of the return, the Lessee will pay compensation to BPLGL S.A. of EUR 0.15 excluding VAT per kilometre in excess of 120,000 kilometres.
- b) purchase the Equipment. The purchase price, plus VAT, corresponds in principle to the book value of the Equipment at the end of the Financial Renting agreement. If the estimated realizable value at that time is lower than the book value, the price to be paid by the Lessee will be reduced to this amount. The Lessee will bear the costs resulting from the purchase.

The Lessee must adopt a position by registered letter addressed to BPLGL S.A. within three months of the lease expiring and no later than eight working days prior to this date.

If the Lessee does not respond within the eight-day period before the expiry of the agreement, BPLGL S.A. will have the right:

- either to ask the Lessee to return the rented Equipment to the place designated by BPLGL S.A. in accordance with Article 11.1 a).
- or to send the Lessee an invoice for the sale of the Equipment in accordance with the procedures set out in Article 11 b).

#### **Article 12. Correspondence and communication**

12.1. The Lessee accepts that all of the information to be provided by BPLGL S.A. to Lessees will be provided as hard copies or electronically (e-mail), via a website, or in any other form as agreed between BPLGL and the Lessee. Such information will be available to the Lessee upon request from the usual contact person.

12.2 By communicating its e-mail address to BPLGL S.A., the Lessee thereby consents to communicating with BPLGL S.A. by means of that e-mail address and therefore also to receiving information using this medium, including confidential information.

In such a case, the Lessee declares that it is duly aware of the risks associated with this method of communication, including in particular:

- The risk of integrity and interception: the transmission of e-mails cannot be guaranteed since information sent via the unsecured Internet may be incomplete, altered or contain viruses. Similarly, information sent in this way may be intercepted or copied by third parties. Consequently, BPLGL S.A. accepts no responsibility for any disclosure that may result from the sending of e-mail(s);
- The risk of interruption, delay and loss: information contained in an e-mail may be lost, destroyed or arrive too late. Consequently, BPLGL S.A. cannot be held responsible for any delay or loss in the transmission of messages (sent or received) and any consequences thereof.
- Lack of confidentiality: the information contained in the messages and/or attachments in the e-mails, although intended exclusively for the attention and use of the natural persons or entities to whom they are sent using the e-mail address(es) communicated, is sent via the Internet without any specific encryption procedures.

Whenever BPLGL S.A. sends an e-mail, it also has no control over the persons who have or will have access to the mailbox for the e-mail(s) mentioned by BPLGL S.A.

BPLGL S.A. is expressly authorized to send, at the Lessee's request, via the e-mail address(es) communicated, any type of information or document which may contain, in particular, personal data and/or information relating to all the contracts signed between the Lessee and BPLGL S.A.

However, BPLGL S.A. remains free to decide what types of documents or information it is prepared to communicate by e-mail, without incurring any liability in relation to its choice.

The Lessee therefore declares being aware of and accepting all the risks associated with the lack of security associated with this form of communication, which does not guarantee the confidentiality of the information or the avoidance of the risk of fraud and that could have a direct financial impact, and discharges BPLGL S.A. from any harmful consequences that could result from its use.

Similarly, in full knowledge of the facts, the Lessee also authorizes communication by e-mail between its agent(s) and BPLGL S.A., as well as between BPLGL S.A. and professional third parties that provide services for the Lessee.

The Lessee acknowledges and accepts that any signed document received by BPLGL S.A. by e-mail or any other form of communication previously accepted by BPLGL S.A. will have the same legal value and the same evidential value as an original.

This release from liability will continue to apply until revoked in writing in the form of a registered letter sent to BPLGL S.A. or delivered to BPLGL S.A. against a receipt. BPLGL S.A. will not, however, be liable until the end of the fifth working day following receipt of the written revocation.

12.2. BPLGL S.A. must inform the Lessee of any change in the information referred to in paragraph 12.1 in the same forms as the original unless otherwise agreed.

12.3. BPLGL S.A. cannot be held responsible for any damage that may be caused during the sending of this information.

12.4. Communication between BPLGL S.A. and the Lessee will take place in the language agreed between BPLGL S.A. and the Lessee as shown in BPLGL S.A.'s files.

12.5. Communications from BPLGL S.A. are deemed to have been made as soon as they are sent to the last address (and/or e-mail address) provided by the Lessee in the agreed way. BPLGL S.A. may not be held liable for any damage caused by the Lessee's failure to receive communications from it.

12.6. The Lessee must notify BPLGL S.A. in writing of any change of address (and/or e-mail address) and will otherwise be solely responsible for any resulting consequences.

#### **Article 13. Fees, commissions and taxes**

13.1 BPLGL S.A. will be paid remuneration for the services that it provides to the Lessee based on the pricing option chosen by the Lessee, the applicable fees and the type of transactions. The Lessee undertakes to pay BPLGL S.A. all interest, commissions, costs and ancillary charges that it may owe to BPLGL S.A., as well as all costs incurred by BPLGL S.A. or incurred by the latter in the interest of the Lessee as a result of providing services.

13.2. The list of fees set by BPLGL S.A., as well as any amendment to these fees by BPLGL S.A., will be provided to the Lessee pursuant to Article 12 of the General Financial Renting Conditions.

13.3. If the list of fees does not inform the Lessee of the applicable fee for the service that it wishes to use or incurs, the Lessee will ensure that the applicable fee is ascertained from its usual agreement.

13.4. The following costs will be borne by the Lessee in particular: mailing costs, costs for telecommunications and research, the costs incurred by BPLGL S.A. as a result of any legal proceedings instituted against the Lessee aimed at settling or recovering the debt, or as a result of measures taken against the latter by the authorities, the costs incurred by BPLGL S.A. in the interest of the Lessee, as well as all the direct and indirect costs relating to the search for and return of the object of the Financial Renting.

#### **Article 14. Place of domicile of the parties and notifications**

14.1. The parties will elect as their place of domicile the addresses mentioned in the special conditions, to which addresses all correspondence will be deemed to be validly sent, and all documents and writs validly served. However, BPLGL S.A. reserves the right to make these notifications to the last address of which it has been notified by the Lessee.

14.2 Whenever the Lessee is required under this agreement to serve a document on BPLGL S.A., such service must be made within three working days. Otherwise, BPLGL S.A. will be deemed not to have received notice and may initiate all the related consequences thereof. In the event that this notification must be made to a third party, BPLGL S.A. may, if the Lessee does not do so within three working days, carry out the notification itself at the Lessee's expense. The fact that BPLGL S.A. does not make use of this option will not confer any rights to the Lessee.

#### **Article 15. Lessee's data**



15.1. Personal data means any information relating to an identified or identifiable natural person. In the capacity of data controller, BPLGL S.A. processes personal data relating to each Lessee and the Lessee's agents or representatives.

15.2. BPLGL S.A. has drawn up a data protection notice, which is available on its website <https://www.bgl.lu/fr/bplg-protection-donnees> or on request from BPLGL S.A. which provides individuals with all the information required by law concerning the processing of their personal data by BPLGL S.A.

In the course of operations, including those that are subcontracted, the Lessee may be required to communicate to BPLGL S.A. personal data relating to other natural persons (such as family members, relatives, agents, legal representatives, employees, company shareholders, managers, guarantors, directors or beneficial owners); the Lessee undertakes to inform such persons about the processing of their data by BPLGL S.A. and of the data privacy notice and of any updates thereto and to obtain, where appropriate, the consent of such natural persons to the processing of their personal data by BPLGL S.A.

The data protection notice may be amended in accordance with the rules set out therein.

15.3 The proper functioning of the business relationship is subject to the existence of complete and up-to-date documentation of the Lessee.

The Lessee, whether a legal entity or a natural person, undertakes to provide all the documents and information required by BPLGL S.A. or by any external service provider that it may appoint in the context of their contractual relationship.

The Lessee also undertakes to inform BPLGL S.A. or any service provider designated by it, as soon as possible, of any change in the data and information collected, and to provide BPLGL S.A. or any service provider designated by it, on simple request, with any additional information that BPLGL S.A. deems useful in the context of maintaining the business relationship and/or as prescribed by statutory rules or regulatory provisions.

Failure to communicate this data and information to BPLGL S.A. or to the service provider designated by it, and the consequent restriction on its use of data processing techniques, in particular electronic processing, while being at the Lessee's discretion, will prevent the establishment of a relationship or maintenance of an existing relationship with BPLGL S.A.

#### **Article 16. Subcontracting**

16.1 BPLGL S.A. may subcontract, in whole or in part, certain tasks, activities or services, for all or part of its clients, to entities of the BNP Paribas Group, to third-party service providers (hereinafter, the Service Providers) that may or may not be regulated, located in Luxembourg or abroad within the European Union, in order to be able to guarantee the Lessee high-quality services, to comply with regulations and to benefit from the technical resources of qualified experts.

16.2 All subcontracting services will be set up and monitored by BPLGL S.A. in accordance with the legal and regulatory requirements in force with regard to subcontracting and on the basis of a service contract. BPLGL S.A. will retain full responsibility for compliance with all of its obligations in accordance with the prudential regulations.

In this context, data, elements, documents and information relating to the Lessee (the "Information"), in particular identification data, data of persons linked to the Lessee, financial data or documents required or relating to the business relationship, may be collected by or communicated to the Service Providers.

16.3 These Service Providers with access to the Information will either be subject by law to an obligation of professional secrecy or will be contractually bound by BPLGL S.A. to comply with strict rules of confidentiality.

16.4 Where subcontracting involves outsourcing the processing of personal data, BPLGL S.A. will ensure that the Service Providers present sufficient guarantees regarding implementation of appropriate technical and organizational measures so that the processing meets the requirements of the applicable data protection legislation.

16.5 In particular, BPLGL S.A. may subcontract some or all of the following tasks and activities (together "Subcontracting"):

- tasks relating to operational IT, development, maintenance and support of IT infrastructures and/or applications,
- messaging platforms,
- administrative tasks relating to the keeping of documentation, in particular the activities of identifying and knowing the persons in business relations with BPLGL S.A. and managing its Information,
- certain credit-related administrative tasks.

16.6 The Lessee hereby acknowledges and expressly authorizes BPLGL S.A. to use Service Providers in connection with the Subcontracting undertaken and to transfer and disclose the related Information, doing so in accordance with the regulatory requirements to which BPLGL S.A. is subject.

The Lessee hereby expressly confirms that it has duly informed all persons whose Information may be processed by BPLGL S.A. in the context of its business relationship with BPLGL S.A. (such as beneficial owners, shareholders, officers, directors, employees, contact persons, agents, service providers, proxies and/or other representatives) of the existence and content of this article and the fact that it authorizes and instructs the transfer of Information about them in the context of said subcontracting.

The Lessee also confirms having received, where applicable, their consent to the transfer of their Information.

16.7 By authorizing BPLGL S.A. to use Service Providers in the context of Subcontracting, the Lessee hereby acknowledges and accepts that:

- the Service Providers are not always subject to Luxembourg rules on professional secrecy,
- in such a case, the professional secrecy that could be applicable to them might be less stringent than the Luxembourg laws on professional secrecy,
- in certain circumstances, confidentiality undertakings notwithstanding, they may be legally obliged to provide Information to third parties or authorities.

Any termination of the business relationship will be without prejudice to BPLGL S.A.'s right to hold the Information transmitted to the Service Providers concerned for the purposes mentioned above for the period of retention imposed by BPLGL S.A.'s procedures and/or the applicable laws and in order to enable BPLGL S.A. to comply with its legal and/or regulatory obligations, to manage claims and/or disputes, to defend its interests or assert its rights and/or to respond to requests from the authorities.

#### **Article 17. Complaints**

17.1 Complaints and communications may be addressed free of charge to BPLGL S.A.

17.2 More detailed information on the complaints handling process will be available to the Lessee upon request and after receipt of a complaint.

17.3 In the event of a dispute with the Bank, the Client may lodge a complaint with the Commission de Surveillance du Secteur Financier (CSSF), based at L-1150 Luxembourg, 283, route d'Arlon.

#### **Article 18. Applicable law and place of jurisdiction**

All disputes relating to the execution and interpretation of the Financial Renting agreement will be submitted to the courts of the judicial district of Luxembourg, which will have sole jurisdiction. The Financial Renting agreement will be governed by Luxembourg law.

#### **Article 19: Provisions concerning the direct debit order**

Subject to different agreements, payment of all sums due under this Financial Renting agreement, in particular rent, taxes, compensation due for early termination, etc., will be made by direct debit from the Lessee's bank account on the date on which payment is due, (hereinafter the "Payment Date"), or if this is not possible on that date, on the first working day before the date in question. The direct debit granted by the Lessee will be used for all Financial Renting agreements for which the Lessee has authorized the payment via the direct debit order.

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The Lessee acknowledges having noted the above General Conditions, which it accepts without reservation.