

**GENERAL SUPPLIER TERMS AND CONDITIONS FOR THE DELIVERY OF
SERVICES / PRODUCTS**

PREAMBLE:

These General Supplier terms and conditions for the delivery of services / products (hereinafter, the “GTCs”) apply to all agreements and/or purchase orders placed by the Client to the Supplier or any document signed by both Parties which detail the specific requirements for the Services and/or Products purchased by the Client from the Supplier (hereinafter, the “Agreement”) based on any proposal from the Supplier, unless agreed otherwise in writing and signed by both Parties.

1. DEFINITIONS

1.1. The capitalised words used in these GTCs or the Agreement, shall be deemed to have the following meanings described below:

“Affiliate(s)”	means a company that is related to another company by one owning shares of the other, by common ownership, or by other means of control.
“Agreement”	means any written agreement entered into by the Supplier and the Client for the supply of Products or the performance of Services including any applicable schedules, purchase orders, the present GTCs as well as any other document expressly mentioned in the agreement as part of that agreement.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in Luxembourg and, when banks in Luxembourg are open for business.

“Client”	means Quintet Private Bank (Europe) S.A. , a public limited company under Luxembourg law, entered in the Luxembourg Trade and Companies Register under number B 6395, with registered office at 43 Boulevard Royal, L-2449 Luxembourg and VAT number: LU 113974-54, as the company purchasing the Services and/or Products and named as such in the Agreement including any of Quintet’s Affiliates and branches such as Merck Finck, Insinger Gilissen, Puilaetco and Quintet Denmark (“Quintet’s Affiliates”), as referred to in the Agreement, and for which Quintet is signing in their name and on their behalf.
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“Confidential Information”	has the meaning given to it in Article 8.
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“Deliverables”	means all documents, Products and materials (in any form) developed by the Supplier and/or the result of a service(s) provided by the Supplier to the Client pursuant to this Agreement.
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“Intellectual Property Rights”	has the meaning given to in in Article 11.
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“Party(ies)”	means individually the Supplier or the Client and collectively both the Supplier and the Client.
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“Service(s)”	means any work carried out by the Supplier for or on behalf of the Client, including without limitation the services and Deliverables described in the Agreement.
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“Supplier”	means the counterparty of the Client in the Agreement.
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1.2. Interpretation

- (i) The headings in the Agreement and in the GTCs are inserted for convenience only and shall not affect the interpretation of any of its provisions.
- (ii) Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

2. APPLICATION OF TERMS

- 2.1. The Agreement, comprising these GTCs, constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes and extinguishes any representations and understandings previously given or made, other than those contained herein and no variation shall be effective unless contained in a written document which is dated and refers to the Agreement and has been signed by an authorised representative of the Supplier and countersigned by an authorised representative of the Client.
- 2.2. These GTCs are intended to be applied to all proposals, orders and/or contracts concluded between the Supplier and the Client, and this applies to all Services provided by the Supplier. The Client therefore expressly rejects the applicability of any general terms and/or conditions of the Supplier to the Agreement, except if and to the extent otherwise expressly agreed in writing between the Parties.
- 2.3. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotations, proposals, acknowledgements or orders, specifications or similar documents will form part of the Agreement, and the Supplier waives any right which it otherwise might have to rely on such other terms or conditions.

3. OBLIGATIONS REGARDING THE DELIVERY OF PRODUCTS AND SERVICES

- 3.1. The Supplier undertakes to provide Services and/or deliver Products to the Client on a non-exclusive basis, unless otherwise agreed in writing, with a continuous Service in accordance with the Agreement, comprising these GTCs, except in cases of force majeure, as defined in the GTCs.
- 3.2. In providing the Services and delivering the Products, the Supplier shall:
 - (i) perform and/or deliver the Services and/or Products in good faith and render the Services and/or Products in a timely and professional manner consistent with the highest industry standards with professional care and skill, including, without limitation, the timely delivery of any and all Deliverables;
 - (ii) Deliver the complete order of Products, unless partial deliveries have been agreed; all Products shall be

packed properly and sufficiently at the Supplier's own expense;

- (iii) ensure that the Services and/or Products will conform with all descriptions, standards and specifications set out in the Agreement, and that the Deliverables shall be fit for any purpose that the Client expressly or impliedly makes known to the Supplier;
- (iv) comply with the code of conduct as attached hereto, policies, practices and procedures of the Client and its customers as applicable to the Services and Products and as disclosed to the Supplier from time to time (collectively, "Relevant Policies"). The Supplier shall immediately report any alleged or suspected violations of the Relevant Policies to the Client.
- (v) use personnel who are suitably skilled and experienced to perform tasks assigned to them, whose good repute and reputation has been verified. The Supplier undertakes immediately to inform the Client about any problems or the behaviour of its employees which may affect the performance of the Service, and the image and good reputation of the Client.
- (vi) comply with the provisions of any applicable law with regard to taxation, employment, social security, secondment and residence of foreigners, and guarantees that its staff, and more particularly the staff in charge of performing the Services provided for in the Agreement, are in good standing as regards tax law, employment law, social security, and the secondment and residence of foreigners.
- (vii) be responsible for all taxes and duties resulting from the Agreement and shall make all tax and social security deductions on payments made to its employees, consultants or representatives.
- (viii) comply with any additional obligations as set out in the specification of the Agreement.

- 3.3. If, in order to provide the Services or Products, the Supplier makes staff members available to the Client, the Supplier will ensure that its staff members: (i) read and accept as mandatory all documentation (including, where applicable, codes of conduct or internal policies) provided by the Client relating to health and safety, the confidentiality and protection of personal data (including the Group Policy on the protection of HR data); and (ii) comply with all applicable rules on these matters in force at the Client's premises. These persons shall, in any event, remain under the permanent authority of the Supplier. The Supplier represents and warrants that it has complied with all the legal and administrative formalities arising under any applicable law. It further declares that these GTCs will continue to be complied with for so long as the Supplier's employees provide Services and/or Products to the Client.

4. PRICE, FEES, INVOICING AND PAYMENT

- 4.1 The Supplier shall be remunerated by the Client in accordance with the terms and conditions set out in the Agreement.
- 4.2 The agreed prices and fees are fixed during the term of the relevant Agreement. All costs associated with Supplier performance of the Agreement are deemed to be included in the price, except if stated otherwise and agreed upon by both Parties.
- 4.3 If the invoice does not fulfil the requirements specified by the Client or if the Client does not agree to the content of all or part of the invoice or believes that the Services and/or Products specified in the invoice have not been supplied or have not been supplied fully or in the agreed quality, the Client may suspend payment of the entire invoice or the disputed part thereof. The Client is not in default in such a case. In such a situation the Supplier is not entitled to suspend all or any part of its Services and/or Products, nor to terminate the Agreement. In any event the Supplier may in no case suspend its Services and/or delivery of Products or terminate the Agreement before the Parties have gone through the escalation procedure as referred to in article 23.2.

5. INSURANCE

- 5.1 During the term of the Agreement, the Supplier of Services shall maintain in force, with a reputable insurance company, professional indemnity insurance and a civil liability cover for itself and its employees to cover the liabilities that may arise under or in connection with the Agreement and undertakes to provide a copy of this policy at the Client's request.
- 5.2 The Supplier of Services shall ensure that its insurance policy/policies include provisions whereby in the event that the insurer makes a pay-out, the insurer pays the respective amount directly to the Client or assigns to the Client in advance all claims to one or more payments of insurance monies, to the extent that these claims relate to damage for which the Supplier is liable towards the Client on the basis of the Agreement.

6. SUPPLIER REPRESENTATIONS AND WARRANTIES

- 6.1. The Supplier represents, warrants and covenants that:
- (i) The Supplier has the full power and authority to enter into the Agreement and to perform its obligations hereunder, including the right to grant the rights and assignments granted herein, without the need for any consents, approvals, immunities, assignments, releases or other rights not yet obtained;

- (ii) The Supplier, its employees and/or any persons involved in the delivery of the Services agree to be bound by the assignments of IP-rights, confidentiality and non-disclosure obligations as set forth in the present GTCs;
- (iii) the Services performed by Supplier shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party.

7. LIABILITY OF THE SUPPLIER

- 7.1. The Supplier shall be liable and indemnify the Client for any losses and/or for any damage which arises in connection with the Agreement and is attributable to the Supplier.
- 7.2. The Supplier indemnifies and shall compensate the Client in respect of any claims from third parties (including, but not limited to, subcontractors, the tax and customs authorities, social security bodies or third parties regarding infringement of intellectual property rights), howsoever named, in respect of the damage suffered and/or payment arrears and/or costs associated with the Agreement, unless such damage, payment arrears or costs cannot be attributed to the Supplier.
- 7.3. Supplier For the purpose of this clause, damages is defined as any and all damages, losses, expenses or detriment suffered by the Client; and which shall at least include:
- (i) All reasonable costs to mitigate the damage and protect the Client's rights;
- (ii) All reasonable costs to have the Services of the Supplier (re)performed and/or Products (re)delivered;
- (iii) All reasonable costs incurred for emergency or fall-back-measures, such as the use of other systems or hire;
- (iv) Additional personnel or payment of overtime for the Client's personnel;
- (v) All reasonable costs resulting from loss of data or loss of data confidentiality;
- (vi) All legal fees;
- (vii) All supervisory fines; and
- (viii) Loss of profits, revenue, turnover, goodwill or business opportunity.

8. CONFIDENTIALITY UNDERTAKING

8.1. The existence of the Agreement and its terms are confidential. In furtherance of the Agreement, Client may have disclosed and will disclose "Confidential Information" (as defined below) to the Supplier. The Supplier receiving such Confidential Information from the Client shall maintain the confidentiality of the Confidential Information, on the terms set forth below, and shall use such Confidential Information only for the benefit of the Client and within the scope of performance of its obligations under the Agreement, and for no other purpose.

8.2. For the purposes of this Agreement, "Confidential Information" means:

- (i) any and all information that can reasonably be construed to be confidential and that relates to the Client's business.
- (ii) all analyses, compilations, studies, proposals and other documents which the Client, the Supplier, their employees, workers (or, when the Agreement expressly authorises this, their subcontractors or advisers) have prepared and which incorporate, refer to or simply result from the information, opinions and forecasts referred to above.
- (iii) any information communicated by the Client to the Supplier is also deemed confidential and obliges the recipient not to disclose it to third parties.

8.3. Without prejudice to the above, the Supplier shall be entitled to reveal, to the extent necessary, all or part of the Confidential Information:

- (i) Which is into the public domain (other than in breach of this Agreement), or
- (ii) Which the Client has accepted in writing that it may be freely communicated, or
- (iii) Which, after reasonable and lawful attempts have been made to prevent such disclosure, may be required from the Supplier by virtue of the decision of a competent court or of an instruction given in connection with legal proceedings; or under any law or any regulation having the effect of law.

8.4. The Supplier will ensure that its employees and agents and - when the Agreement expressly authorises this - its subcontractors or advisers keep such information confidential, subject of course to any legal obligation to disclose it, particularly to the supervisory authorities to which they may be subject.

8.5. Breach of confidentiality undertaking - criminal penalties

The Supplier is aware that all the Confidential Information which it or its employees, workers, and - when the Agreement expressly authorises this - its subcontractors or advisers, may obtain by any means or from any person, concerning the Client or a customer of the Client, are protected by bank and business confidentiality and that any communication of this Confidential Information to third parties made in breach of these rules is

subject to criminal penalties, in particular under Articles 458 et seq. or 309 et seq. of the Penal Code. Furthermore, any act constituting a computer-related offence, such as the fraudulent introduction, deletion, modification, alteration, falsification of data from the computer system and interference with the functioning of the computer system, is subject to criminal penalties, in application of Articles 509-1 to 509-7 of the Penal Code.

The Supplier will inform its employees, workers or - when the Agreement expressly authorises this - its subcontractors or advisers of the criminal sanctions which they would personally incur if they breach bank and business confidentiality and in cases where they may commit computer related offences. Moreover, the Supplier, which will ensure that this obligation is imposed on its employees, workers or - when the Agreement expressly authorises this - its subcontractors or advisers, undertakes not to keep or take away from the Client's premises any of the latter's Confidential Information, and, in particular, any of the documents prepared in connection with the Agreement, on any medium whatsoever, including any document, information, data of any kind and any form which the Supplier, its employees, workers or - when the Agreement expressly authorises this - its subcontractors or advisers could have seen, read, and more generally know or have in their hands for whatever reason.

9. ANTI-BRIBERY AND ANTI-CORRUPTION

9.1. The Supplier shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including but not limited to such laws of the countries in which the Supplier has operations and of the countries where the Client and/or its Affiliates have operations ("**Anti-Bribery Laws**") and shall not engage in any activity, practice or conduct which would constitute an offence under any such applicable law and regulations.

9.2. The Supplier shall have and maintain in place throughout the term of the Agreement its own policies and procedures to ensure that it and any of its employees, agents, suppliers and contractors, who provide Services under this Agreement, comply with the Anti-Bribery Laws and shall enforce them where appropriate. At the request of the Client made at any time, the Supplier shall demonstrate its compliance with this Article 9, by providing documents and data requested by the Client, and by other reasonable means requested by the Client. Any breach of, or non-compliance with, any undertakings under this Article 9 shall be reported by the Supplier to the Client as soon as it becomes aware of such occurrence.

9.3. The Supplier also undertakes not to pay any commission, in any form whatsoever (cash, benefits in kind, gifts, etc.) to the Client's employees, with the sole exception of any customary (year-end) gifts of low value, within the spirit of the Client's gift policy.

10. NON-SOLICITATION

10.1. Throughout the term of the Agreement and for a period of one year after its expiry, the Supplier undertakes not to take any steps to employ, or to attempt to employ, either directly or indirectly or for any reason whatsoever, any of the Client's employees or any (independent) person engaged with any Services which are relevant to this Agreement, except with the Client's prior written consent.

10.2. If the Supplier does not comply with this obligation, it undertakes to compensate the Client by paying it without delay a lump sum equivalent to 12 months of the employee's salary, without prejudice to any other rights or remedies of the Client. Such compensation shall also include the sum of the selection, recruitment and training costs incurred for the employee in question.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Client is the owner or the licensee of (i) its name, logo, domain names, used or appearing on its documents and website (ii) any intellectual property rights in connection with its name, logo, website content, products and/or services ("Intellectual Property Rights"). The Supplier agrees not to copy or use the name, domain name and/or the Intellectual Property Rights in any manner, without the prior written consent of the Client. All documentation belonging to the Client is subject to copyright and may not be copied or reproduced without its written consent.

11.2. All rights, including intellectual property rights, which arise in the performance of the Agreement and do not concern an adjustment to existing works for which the rights are held by the Supplier accrue entirely to the Client irrespective of whether such objects have come into being or been created at the Client's workplace or elsewhere, during or outside agreed working hours. Such rights are transferred by the Supplier to the Client with effect from the time at which such rights arise, which transfer the Client hereby accepts. Where such transfer requires any further legal act on the part of the Supplier, the Supplier gives the Client an unconditional and irrevocable authorization to conduct such legal acts on behalf of the Supplier. The Supplier shall do everything necessary to ensure that the desired transfer of rights actually takes place.

12. PROCESSING OF PERSONAL DATA

12.1. Each Party undertakes to respect the applicable data protection legislation, including EU General Data Protection Regulation 2016/679 ("GDPR"), as well as any applicable national implementing, executing or supplementing provisions, and to ensure compliance with such legislation by its personnel, agents, and representatives, subcontractors and advisors.

12.2. If the Supplier would be required to perform certain Services as 'data processor' or as a 'sub-processor' (within the meaning of the applicable data protection legislation) upon instructions and on behalf of the Client (acting as 'data controller') or following the instructions of the Client's own client (in which case the Client will itself be a 'data processor' and its client the 'data controller'), a specific agreement shall be put in place as required by article 28(3) of the GDPR.

12.3. For the purposes of this Agreement, "Personal Data", "Data Subject", "Controller" and "Processor" shall have the meaning given in the applicable Data Protection Laws.

12.4. The Supplier shall take appropriate technical and organizational measures in such a manner that processing will meet the requirements of the applicable Data Protection Laws and ensure the protection of the rights of the Data Subject.

12.5. The Supplier shall not transfer Personal Data and does not make Personal Data accessible to a location outside the European Economic Area.

12.6. The Supplier shall process Personal Data solely in accordance with the provisions of this Agreement and the applicable Data Protection Laws.

13. INTUITU PERSONAE - INVOLVEMENT OF A THIRD PARTY

13.1. The Agreement is concluded on an *intuitu personae* basis in consideration of the expertise of the Supplier. Any recourse to third Parties by the Supplier for the performance of the Service (whether in whole or part) requires the Client's prior written consent. The Supplier undertakes to provide the Client with all useful information relating to this third party so that the Client may make an informed decision. The Supplier remains responsible and liable for the fulfilment of its obligations which are executed by such third party. The Client can at all times withdraw its consent for any third party if it has reasonable grounds to do so. In any event the Supplier shall ensure that any third party shall comply with the terms and conditions of this Agreement

13.2. Third Party means any company or person who is not the Supplier. For the avoidance of doubt, subsidiaries and associated companies of the Supplier are included in this definition of Third Party.

14. DURATION AND TERMINATION

14.1. The Agreement shall be effective on the date of the beginning of business relationships between the Parties or, at the latest, on the start date of the Agreement entered into between the Supplier and the Client and can be terminated in accordance with the termination provisions as set out and agreed upon by both Parties in the Agreement.

14.2. Notwithstanding the preceding provision, the Agreement or certain Services and/or delivery of Products may be terminated at any time by each Party with immediate effect in case of material breach of the other Party.

A "material breach" within the meaning of this Agreement shall mean any breach of any of the essential obligations of a Party under this Agreement and which renders the future collaboration between the Parties impossible or unreasonably difficult.

The following circumstances constitute a material breach by the Supplier, without limitation thereto:

- (i) Non-compliance with its legal and/or regulatory and/or statutory obligations;
- (ii) A breach of a term of the Agreement for which the Client has given a written notice to the Supplier with a reasonable term for remediation and the breach has not been remedied by the Supplier within the period specified in the notice;
- (iii) Non-compliance with contractual obligations as described in the Agreement (such as but not limited hereto: a breach of the general data protection obligations, a breach of the confidentiality obligations, non-compliance with the agreed deadlines for delivery of Services, poor or unprofessional quality of the Services and/or Products, non-compliance with the applicable laws and regulations, non-compliance with the obligations on anti-bribery and anti-corruption);
- (iv) Failure by the Supplier to inform the Client of the existence of legal proceedings or any other facts that might have adverse effects on the Client's reputation;
- (v) Failure by the Supplier to perform the obligations imposed on it by the Agreement to the satisfaction of the Client, after formal notice has been sent to it in writing to this effect.

14.3. If any Party discontinues its business operations, files or is filed against it, a petition in bankruptcy, liquidation, dissolution or any similar proceedings, or is declared bankrupt or insolvent under any law relating to bankruptcy and/or insolvency, the Agreement will be automatically terminated when the other Party is informed hereof.

14.4. Change of control: In the event that a third party acquires a majority of the issued share capital in the Supplier or the assets that the Supplier uses in the performance of the Agreement are transferred to a third party, Supplier shall inform the Client about that takeover or transfer as soon as possible, but ultimately within 10 Business Days after the

takeover or transfer has been effected. The Client shall have the right to terminate the Agreement with immediate effect during a period of six months after the take-over or transfer.

14.5. Effect of Termination. Upon the effective date of any expiration or termination of the Agreement, the Supplier shall immediately cease performing any Services under this Agreement. Termination of this Agreement by either Party shall not act as a waiver of any breach of the Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under the Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law. Upon any expiration or termination, the Supplier shall promptly return and deliver to the Client (i) all the Confidential Information, and (ii) all the documentation and other materials for which the Client has paid the Supplier.

15. NOTICES

15.1 Any notice or other communication required by the Agreement shall be in writing and sent by registered mail or e-mail to the agreed contact person(s) as set out in the Agreement.

15.2 The Client cannot guarantee that third parties may not obtain access, read and then modify information and documentation transmitted by e-mail or mail. The Client assumes no liability for damages to the Supplier or to third parties resulting from the transmission of e-mails or mails.

16. PUBLICITY

16.1. The Supplier may in no way use the name of the Client or that of its business associates for advertising purposes without the prior written consent of the Client and/or its business associates.

16.2. The Supplier shall not issue any communication (e.g. public reference, press release, use of trademarks, use of trade names or other announcement) in relation to the Client without the prior written approval of the Client or unless such communication is required by law, in which case the Supplier shall inform the Client as soon as possible before such communication.

17. FORCE MAJEURE

17.1. Neither Party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control (i.e. Force Majeure Event).

17.2. For the purpose of this Agreement, a "Force Majeure Event" means an event beyond the control of the Parties,

which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: an act of God, peril of the sea, accident of navigation, way, sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, nationwide or state wide strike, epidemic or pandemic including COVID-19, quarantine, radiation or radioactive contamination to the extent that the act, event or cause. Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by a Force Majeure Event.

18. ENTIRE AGREEMENT – NULLITY

18.1. The Agreement between the Supplier and the Client, including its annexes, expresses all the obligations entered into between the Parties.

18.2. If a provision of the Agreement is or becomes illegal, invalid, void or unenforceable, this shall not affect the validity or enforceability of any other provision of the Agreement. Parties will agree on a new provision with the same purpose, on the condition that the spirit of the original provision of the Agreement is affected as little as possible.

19. AMENDMENTS AND MODIFICATIONS

19.1. No amendment or modification of the Agreement shall be valid unless made in a writing executed by all Parties.

20. LIMITATIONS ON WAIVER

20.1. No waiver by any Party of any term or condition of the Agreement shall be construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement, nor shall any such waiver be binding unless written.

21. SURVIVAL

21.1. Any provisions of the Agreement that by their nature extend beyond the termination or expiration of the Agreement shall remain in effect, including provisions regarding confidentiality, non-solicitation, governing law and disputes, warranty, indemnification, intellectual property rights, liability and survival.

22. BINDING EFFECT

22.1 All provisions of this Agreement and GTCs shall inure to the benefit of, and be binding upon, the Parties and their successors-in-interest, permitted assigns, administrators, and devisees.

23. GOVERNING LAW AND JURISDICTION

23.1. The Agreement is subject to the law of the Grand Duchy of Luxembourg.

23.2. If a dispute arises between the Parties in connection with the Agreement, at the request of either Party the dispute is to be discussed by the representatives of both Parties who are responsible for the day-to-day implementation of the Agreement. If the consultation between these representatives does not lead to a resolution of the dispute within 10 working days after the initial consultations have taken place, the dispute is to be escalated by the most appropriate Party to the responsible members of the executive or management boards of both Parties. If these do not succeed in resolving the dispute within 10 days after the dispute is presented for escalation, the dispute can be referred to the competent court in Luxembourg, to the exclusion of other courts.

The obligations on the basis of this escalation procedure do not preclude a Party from making an application to the competent court in the district of Luxembourg for provisional relief in interlocutory proceedings or from taking other measures to safeguard rights. ,

23.3. In the event of a dispute which cannot be resolved amicably between them, the Parties have agreed to submit their differences, whether they concern the interpretation, validity, existence or performance of the Agreement, to the exclusive jurisdiction of the courts of Luxembourg, Grand Duchy of Luxembourg.



APPENDIX: QUINTET SUPPLIER CODE OF CONDUCT

The present appendix forms an integral part of the Agreement.

Supplier Code of Conduct

Quintet Group is committed to operating our business according to the highest principles of ethical and professional conduct, so as to maximize our positive contribution to our clients, our society and our planet.

Quintet favours suppliers who share our principles and values and requires them to be familiar and comply with this Code, in accordance with all applicable international and local laws and regulations, as well as applicable industry standards.

The supplier Code is not exhaustive, and the contracts entered with each supplier may include additional policies and standards with which the supplier may comply with. In case of conflict between this Code and supplier contract with Quintet, the terms of the supplier contract will prevail.

Quintet reserves the right to request information from suppliers to ascertain compliance with this Code. Quintet also reserves the right to conduct an audit. In case a supplier fails to attain to its commitment, Quintet reserves the right to terminate the relationship or engage into corrective actions, depending on Quintet's risk assessment.

In particular, Quintet expects suppliers to comply with the following guidelines:

1. Business Ethics and Integrity

Quintet expects its suppliers to maintain high integrity standards when conducting business.

- Quintet does not tolerate any form of bribery in any business dealings. Suppliers must not directly or indirectly offer, promise, give or accept a bribe or seek to extort a bribe either directly or indirectly.
- Suppliers must disclose all actual or potential conflict of interest.
- Suppliers shall compete fairly in the market place.
- Suppliers shall safeguard and do not disclose private or confidential information without being authorized to do so and make only proper use of such information.
- Suppliers may not engage in any form of fraud, corruption, money laundering or tax evasion.

2. People

Quintet expects suppliers to abide by the United Nations Universal Declaration of Human Rights, as well as the Conventions of the International Labour Organization (ILO).

- Zero tolerance for child labour. Defined according to the ILO Conventions as minimum age shall not be less than age of completion of compulsory schooling and, in any case, shall not be less than 15 years.
- Suppliers shall not use forced labour. Defined as any type of work or service demanded from an individual under threat or any sort of punishment, not undertaken voluntarily. Suppliers will respect the right of workers to associate freely, join worker organizations of their own choosing, seek representation, and bargain collectively as permitted with applicable laws and regulations.

- Suppliers shall provide a workplace free of harassment and discrimination, including but not limited to race, nationality, skin colour, religion, political convictions, gender, age, disability, pregnancy, veteran status, or any other basis prohibited by applicable law.
- Supplier shall provide a safe working environment that poses no risk to health.
- Suppliers must pay salaries and employment benefits that are at least equal to the normal local salary for comparable work in the relevant industry and comply all applicable employment laws.
- Suppliers shall provide a workplace free of hard and/or inhumane treatment or any enforcement measures that compromise an individual's physical or mental integrity.
- Suppliers shall have whistle-blower mechanisms and non-retaliation policies in place. Suppliers will be aware of the Modern Slavery Act and ensure that there is no modern slavery or human trafficking happening in their organisation, or their supply chain. Training and guidance should be provide exploitation of workers in your supply chain.

3. Planet

Quintet expects all suppliers to comply with applicable environmental laws and regulations at all levels (local, national and international).

- Quintet expects suppliers to have an environmental policy in place, that defines environmental standards for its processes, products and/or services.
- Use environmental resources responsibly and make an effort to minimize their resource consumption and environmental footprint.