

**Delegation for portfolio management
and investment advice**

**Main provisions of the delegation agreement for portfolio management and investment advice concluded on 26 June 2017
(the “Agreement”)**

BETWEEN

1. **Société Générale Luxembourg**, a public limited company incorporated under Luxembourg law, with registered office at 11, Avenue Emile Reuter, L-2420 Luxembourg, registered in the Luxembourg Trade and Companies Register under number B6061, hereinafter referred to as “**SGL**”, the “**Customer**” or the “**Beneficiary**”.

AND

2. **Société Générale Private Wealth Management S.A.**, a public limited company incorporated under Luxembourg law, authorised and subject to Chapter 15 of the amended Law of 17 December 2010 relating to undertakings for collective investment, with registered office at 11, Avenue Emile Reuter, L-2420 Luxembourg, registered in the Luxembourg Trade and Companies Register under number B60963, hereinafter referred to as “**SGPWM**” or the “**Service Provider**”.

The main provisions of the Agreement are as follows:

Article 2	PARTIES’ OBLIGATIONS
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2.1 SGL's obligations

2.1.1 General obligations

SGL will provide SGPWM with all the necessary information and documents, in due course, as well as, if necessary, access to the premises for performing the Services. SGL will be responsible for informing SGPWM of the legal and regulatory constraints imposed on SGL and which SGPWM will have to take into account when providing services to the extent agreed. In the event of any missing or insufficient information, non-disclosure of documents or disclosure of incomplete documents that are required for performing the Services, these may be requested by SGPWM by any means whatsoever and must be disclosed/provided to them without delay.

2.1.2 Provision of tools and appropriate equipment

SGL will provide SGPWM with all the tools and appropriate equipment required for performing their individual portfolio management and investment advice activities, thus enabling SGPWM to monitor such activities. SGL must ensure that the services provided by SGPWM comply with the terms of the Agreement. The controls exercised are based on a form of management that involves SGL continuously monitoring the activities performed by SGPWM.

The control of SGPWM’s investment management and advice activity is exercised by the management of SGL’s private bank, which:

- *shall be informed immediately of any difficulties encountered by SGPWM in carrying out their duties,*
- *shall receive periodic information from SGPWM on the performance of the Entrusted Assets.*

⇒ *The control of SGPWM's risk management is monitored by SGL’s risk department and all compliance risks are monitored by SGL’s compliance department:*

- *SGL’s compliance department receives from SGPWM’s compliance department with the Compliance work program,*

its progress, conclusions of the controls carried out, the resulting recommendations and the follow-up from their implementation.

- *SGL's risk department participates in defining and implementing monitoring on management activities. SGL's risk department receives from the risk manager of SGPWM and analyzes, through its permanent monitoring device, the results of all controls carried out on the activity.*

⇒ *SGL undertakes to take over the individual management of portfolios and the provision of investment advice, thus guaranteeing a quality of service and business continuity in the event that SGPWM is unable to perform these activities.*

2.1.3 Legal and regulatory obligations

a) Anti-money laundering and combatting the financing of terrorism

SGL undertakes to comply with its professional obligations regarding anti-money laundering and combatting the financing of terrorism (AML/CFT), including the provisions of the amended law of 12 November 2004 on anti-money laundering and combatting the financing of terrorism ("AML/CFT Law"), and CSSF Regulation No. 12-02 of 14 December 2012 ("CSSF Regulation 12-02").

To this end, SGL performs customer due diligence measures, which include:

- *identification of the customer/prospect based on documents, data or information from a reliable and independent source;*
- *identification of the beneficiary, if applicable, and verification of their identity;*
- *obtaining information on the purpose and intended nature of the business relationship;*
- *review of transactions entered into throughout the entire duration of the business relationship.*

SGL's knowledge of the customer also covers the overall environment, i.e. in particular, their financial and professional status, the economic origin of their assets, the geographical origin of the funds, etc.

SGL carries out identification and verification of the customer/prospect/beneficiary/agent's identity prior to entering into a relationship with them.

The first step is to collect the necessary Know Your Client (KYC) elements in order to assess the customer/prospect/beneficiary's risk level. Using the risk-based approach, SGL then performs due diligence measures which take the form of an analysis of the KYC file by means of, in particular:

- *a check of its consistency with the documentation provided by the customer/prospect, and if applicable,*
- *corroboration of information via a source that is independent of the customer/prospect.*

SGL holds a file for each of its customers that is documented by the audits undertaken, in accordance with their professional AML/CFT obligations. For a customer/prospect who is a legal entity, for example, SGL requires documents attesting to the existence of the company, documents relating to the social representatives and their powers, the set of account opening documents, investor profile and the account's investment objective.

The customer/prospect risk assessment will thus make it possible to adapt the level of vigilance to be applied to the business relationship. SGL has set up an AML scoring methodology in order to assess the AML/CFT risk related to the customer/prospect/beneficiary/representative. Customer relationships are thus classified into 4 categories (low risk, medium-low risk, medium-high risk and high risk). A specific procedure with additional requirements for handling high-risk cases has been established by the Société Générale Group.

Checks are also carried out by means of filtering tools in order to verify that the customer/prospect/beneficiary/representative is not on the official lists included in the circulars issued by the authorities.

SGL also applies enhanced due diligence measures for certain types of customers (politically exposed persons, customers with a link to States or territories with AML/CFT shortcomings, according to the Financial Action Task Force (FATF), or in the event of a remote relationship being formed).

The Parties agree that SGL remains ultimately responsible for knowing their customers. SGL will make available to SGPWM, upon request and as soon as possible, all information relating to customer due diligence measures that is necessary for them to comply with their own legal and regulatory obligations regarding AML/CFT.

b) Transaction reporting

*In accordance with Article 26 (1) and (2) of MiFIR, SGPWM, in its capacity as an investment firm (within the meaning of Article 4 (1.1)) of Directive 2014/65/EU of the European Parliament and Council of 15 May 2014 on markets in financial instruments, is required to report transactions in certain financial instruments (the "**Reporting**") to the Commission de*

Surveillance du Secteur Financier (“**CSSF**”) to the extent that the service of receiving and transmitting orders or discretionary portfolio management provided by the Management Company for SGL's customers is considered as a transaction taking place (Article 3 of Commission Delegated Regulation (EU) 2017/590 of 28 July 2016, “**Delegated regulation**”).

SGL, which also acts as the custodian bank for those customers, is responsible, after receiving orders from SGPWM, for executing transactions in financial instruments on behalf of those customers. As an investment firm, SGL is subject to the same reporting obligation as SGPWM and must also Report to the CSSF.

Pursuant to Article 26 (4) of MiFIR and Article 4 of the Delegated Regulation, an investment firm that receives orders from another investment firm may Report this to the competent authority, in this case the CSSF, by filing a “consolidated” report.

Therefore, the Parties agree that SGL is responsible for Reporting to the CSSF, on behalf of SGPWM, as soon as possible and no later than the end of the business day following the execution of a transaction in financial instruments, in accordance with Article 26 (1) of MiFIR and Article 4 of the Delegated Regulation.

[...]

The Report must be detailed, complete and accurate including the data listed in Article 26 (3) and (6) of MiFIR and Table 2 of Appendix I of the Delegated Regulation.

Therefore, SGPWM undertakes to provide SGL with all the data required, relating to the Report.

In any case, SGL is not required to verify the accuracy of this data and may rely either on the data provided by the Management Company or the data they have in their possession as the custodian bank, without further investigation and without being held liable on this point.

If any of the required data is missing, SGL shall not accept any responsibility for the Report. SGPWM acknowledges and accepts that they must provide CSSF with the Report themselves for such transactions, and that they are responsible for them.

2.2 SGPWM's obligations

2.2.1 General obligations

SGPWM undertakes to bring all their know-how, motivation and experience to their provision of Services and to ensure that the Services are performed by people who are fully qualified for such purposes.

SGPWM will also refrain from performing any acts that could result in a breach of their commitments under the Agreement.

SGPWM expressly commits to:

- (a) when performing their duties under the Agreement, adhere to the following:
 - the contractually defined level of service provision quality to ensure that the service operates efficiently,
 - the installation of backup devices, in line with the system and layout defined by SGPWM, based on their activity, in the event of an incident, serious issues or force majeure, enabling SGL to receive continuity of service,
 - SGL's rights of access for the purpose of monitoring the services provided to them under the Agreement,
- (b) monitor the performance of delegated duties appropriately;
- (c) inform SGL of any developments that may have a significant impact on their ability to perform the delegated duties effectively;
- (d) conduct, upon SGL's request, regular reporting on the way in which the activity entrusted to them is performed;
- (e) have the skills, quality and approvals required by law, if any, to perform the delegated duties, services or activities in a reliable and professional manner;
- (f) for the purposes of SGL or their agents exercising their right of control, referred to in Articles 5 and 6, to allow SGL or their agents, as the case may be, on-site access only to information relating to the services provided, in compliance with the regulations relating to the communication of information;
- (g) cooperate with the CSSF in all matters relating to SGL's delegated activities;

- (h) obtain SGL's consent before making any changes to the services covered by the Agreement;
- (i) ensure that sufficient resources are available to ensure performance of the service provisions described in the Agreement, within the agreed time and conditions;
- (j) take all necessary precautions to protect the data stored in their computer systems and ensure that these systems are properly maintained, as they would for their own data and systems;
- (k) keep confidential all non-public information, of any nature whatsoever and in any form whatsoever (oral, written, etc.), including all memos, notes, reports, studies, analyses, opinions, letters, listings, tables, specifications, figures, graphs, compilations, forecasts, data or other information, relating to SGL's past, present or future activity, business flows, plans, projects or operations that have been disclosed to them. SGPWM may, however, disclose all or part of the information referred to above, pursuant to a legal or regulatory obligation or at the request of a judicial, regulatory, administrative or market authority, or in the context of judicial or arbitral proceedings, to ensure the exercise of their rights and the defense of their interests in such proceedings, in compliance with Article 41 of the FSL (Financial Sector Law). SGPWM undertakes, to the extent possible under the laws and regulations in force, to notify SGL as soon as possible of the disclosure it intends to make.

As part of their general obligation to provide advice, SGPWM will have to specifically commit to:

- inform, advise and alert SGL in respect of the Services rendered, particularly regarding any decisions that SGPWM may make relating to the provision of Services and which must be brought to SGL's attention with the understanding that SGL will make the final decision;
- inform, advise and alert SGL on the choices made throughout the Agreement;
- advise SGL on any new or recent additional requests, as necessary.

2.2.2 Implementing human and technical resources

SGPWM implements all the human and technical resources, as well as the monitoring and ethics procedures, that are required for providing individual portfolio management and investment advice in a professional manner and in compliance with the regulations in force.

⇒ Monitoring framework for performing management and risk tasks arising from subcontracting:

SGPWM has formal operating procedures defining the management rules that their employees must respect. The control of their application is ensured by an independent dedicated service.

SGPWM's Compliance Director and the Internal Audit Director must also submit annual reports to the CSSF on compliance and the internal audit.

In addition, SGPWM has:

- (i) a Compliance Director in charge of a set of controls included in a work programme, the results of which are presented periodically to SGPWM's management and SGL's Compliance Department.
- (ii) a risk manager in charge of defining, implementing and ensuring compliance with the risk management policy. They perform checks and continuous monitoring of all the risks to which SGPWM is exposed. They report regularly to SGPWM's management and SGPWM's board of directors regarding compliance with procedures and risk limits, as well as on the efficiency of the risk management framework.

SGPWM is contractually bound to respect the strict confidentiality regarding any information they may possess concerning SGL's customers, and to ensure that it is respected by their employees so that Customers retain the same guarantees in terms of banking secrecy.

SGL will provide SGPWM with the services of its Operational Services Branch (hereinafter "OSB") that are required for conducting their individual portfolio management and investment advice activities, thus enabling SGPWM to monitor such activities.

The tools, PMS, Triple A, Avaloq, Agora, PFO, Doc-Store will be made available, as well as any other IT solutions that may be useful for providing the service:

Furthermore, "OSB" enables SGPWM to use their "name screening" services so that they can meet their regulatory obligations.

The OSB will retain responsibility for the following operational tasks:

- Storage, digitisation and archiving of management mandates
- Codification of management mandates in repositories and business tools
- Configuring management or negotiation constraints in the management tool (from management mandates or upon SGPWM's request)

In order to oversee the successful completion of these tasks, SGPWM:

- ensures the effectiveness of the OSB monitoring system by collecting monthly monitoring results on tasks related to the accounts that are being managed;
- participates on a quarterly basis in service review meetings, organised on the OSB's initiative, during which KPIs are shared and where all areas of improvement/difficulties or others may be shared.

2.2.3 Legal and regulatory obligations

2.2.3.1. AML/CFT

SGPWM undertakes to comply with the professional obligations imposed on them in terms of AML/CFT, including, in particular, the provisions of Regulation CSSF 12-02.

It is specified that for the purposes of this Agreement exclusively and to the extent that SGL and SGPWM belong to the same group of companies with a group AML/CFT policy, SGPWM relies directly on the upstream checks conducted by SGL, which they conduct themselves, in accordance with their own legal and regulatory obligations.

In consideration of the above, SGPWM may ask SGL, at least once a year, to provide any information and/or a copy of any documents that relate specifically to the due diligence measures referred to in point 2.1.3. above.

2.2.3.2. Code of conduct

SGPWM undertakes to comply with the code of conduct relating to the financial sector, as detailed by the amended Luxembourg law of 5 April 1993 on the financial sector, as well as by CSSF Circular 07/307 (as amended or replaced as appropriate).

Thus, SGPWM undertakes, in particular, in the context of Mandates and Contracts, to proceed as an experienced professional, in the Customer's best interests.

SGPWM also undertakes to exclusively manage the products as registered and selected by the Customer in the Investor Profile and Investment Orientation of the account given to them by the Bank.

Finally, SGPWM has a conflict of interest prevention policy, a copy of which will be sent to SGL upon first request.

2.3 Shared obligations for SGL and SGPWM

SGL and SGPWM have set up a contingency plan to recover the activities described in this Agreement following a disaster and to ensure that backup capabilities are regularly monitored.

SGL and SGPWM undertake to inform each other as soon as possible of any event or fact that could have a negative impact or alter Service provision. Such communication shall be made in writing (or by any other means if it needs to be communicated urgently). The foreseeable consequences of this event or fact on service provision must be included in this communication, together with proposals for possible solutions to best address the problem. The Parties undertake to consult each other as quickly as possible in order to implement the most appropriate solution as soon as possible.

Each Party undertakes to respect the laws and regulations (including any amendments/changes thereto) that are applicable to the Services. Each Party shall, at their own expense, identify and obtain any authorisations, licences, permits or approvals required and shall be subject to any inspections required in order to comply with the laws and regulations that are applicable to the Services or in the context of their business.

Article 4 INFORMATION OBLIGATIONS OF THE PARTIES
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In summary, Article 4 of the Agreement provides for reciprocal information obligations between SGL and SGPWM relating, specifically, to any potential malfunctions and periodic statements being drawn up, as provided for in the management mandates.

Article 9 SUBCONTRACTING / TRANSFERS / CHANGE OF CONTROL
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9.1 Cascading Subcontracting

SGPWM has the right to enlist, mandate or substitute third parties for performing all or part of the tasks entrusted to them under this Agreement, as long as they remain responsible for their proper performance, in accordance with this Agreement, and that the contract(s) concluded with such third party contain the same commitments as those referred to in this Agreement.

9.2 Prior consent:

SGPWM undertakes, before proceeding with any subcontracting of a Service entrusted by SGL, to inform SGL of their wish to proceed with the desired subcontracting and, if they are informed that the legal, regulatory or contractual obligations imposed on SGL require it, undertake to obtain SGL's prior consent to exercise the subcontracting right, as provided for above.

Where subcontracting has been authorised by SGL, SGL shall remain liable to the customers for the Agreement to be executed correctly.

[...]

Article 10 REMUNERATION

In summary, Article 10 of the Agreement (referring to Appendix 2) provides that SGPWM shall be remunerated on a commission basis representing 70% of the tax-free management and consulting fees received by SGL under management mandates and investment advice contracts delegated to SGPWM.

Article 14 LIABILITY

Non- or partial compliance by the Parties with their respective obligations and commitments under this Agreement, including the obligations and commitments described in any Appendices to this Agreement, may result in contractual liability for both Parties.

Notwithstanding the application of rules of ordinary law relating to contractual liability, SGL remains solely liable to third parties and, in particular, to the CSSF for the functions delegated under the Agreement, and will assume all consequences in the event of non-compliance with the regulations applicable to them.

When performing their tasks under this Agreement, SGPWM is required to apply due diligence and procedures equivalent to those in force for the financial sector professions in Luxembourg, in particular (though not exhaustive), those arising from the FSL (Financial Security Law), the Grand-ducal regulations under the FSL and the applicable CSSF circulars and other official publications.

SGPWM has no obligation of result, and only has a general obligation of means regarding SGL. They have no responsibilities other than those as a professional services provider.

[...]

The Parties shall not be held liable in the event of force majeure, acts of third parties or the other Party, or events beyond their

control.

Article 16 TERM AND TERMINATION OF THE AGREEMENT
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The Agreement, consisting of this Agreement and its Appendices, shall take effect from the date the Agreement is signed and shall be concluded for an indefinite period from the aforementioned date. This Agreement supersedes all oral and written agreements that may have been entered into previously between the Parties in this regard (including, without limitation, the one signed between the Parties on September 27, 2013), and may only be amended by means of a new contract or additional clause, concluded in writing and signed by the Parties.

The Agreement will terminate:

- *for each of the Parties, by one of the Parties sending to the other Party a registered letter with acknowledgement of receipt, giving a period of six (6) months' notice, from the date said letter was first submitted.*
- *at any time with written consent and signed by both Parties; the termination of the Agreement by both Parties may give rise to the calculation and payment by SGL of an amount of compensation that is proportional to the time remaining until the end of the period concerned and corresponding to the costs already incurred by SGPWM for the Services defined with the agreement of both Parties;*
- *by each of the Parties, in the event of failure by one of the Parties to perform their obligations, after formal notice has been sent to the defaulting Party to perform their obligations by each of the Parties by registered letter with acknowledgement of receipt that has remained unanswered within one (1) month of said registered letter first being submitted, in the event of non-compliance by the other Party with their obligations under the Agreement; termination of the Agreement by SGL for SGPWM's failure to comply with these obligations shall not give rise to SGL calculating and paying any compensation related to the termination of the Agreement, without prejudice to the provisions of Article 11 of this Agreement; the termination of the Agreement by SGPWM for SGL's failure to comply with their obligations shall give rise to SGL calculating and paying compensation that is proportional to the time remaining over the period concerned and corresponding to the costs already incurred by SGPWM for the Services defined;*
- *by each of the Parties, without prior notice, in the event of force majeure in accordance with the provisions of Article 20 of the Agreement; termination of the Agreement by one of the Parties shall not give rise to the calculation and payment of any compensation.*

The Agreement shall be automatically terminated in the event of liquidation, merger or demerger or loss of the approval required for exercising portfolio management and investment advice services on behalf of third parties for one of the Parties.

In the event of termination for any reason whatsoever, SGPWM will immediately send SGL any documents or information related to the management of the entrusted assets and investment advice, in particular those related to transactions carried out on behalf of the Customers.

The termination procedures must ensure the continuity and quality of any activities performed.

Article 17 PERSONAL DATA AND CONFIDENTIALITY
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The Parties undertake to comply with the regulations in force that are applicable to the Processing of personal data and, in particular, where applicable, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016.

For the purposes of this Article, the following terms shall have the following meanings:

Personal data: *any information relating to an identified or identifiable natural person (hereinafter referred to as the "Data Subject"); an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more factors*

specific to his or her physical, physiological, genetic, psychological, economic, cultural or social identity.

Data controller: *the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing; where the purposes and means of such processing are determined by Union law or the law of a Member State, the data controller may be appointed or the specific criteria applicable to their appointment may be provided for by Union law or by the law of a Member State.*

Processor: *the natural or legal person, public authority, agency or other body which processes personal data on behalf of the data controller.*

Processing [of personal data]: *Processing covers a wide range of operations performed on personal data, including by manual or automated means: the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data.*

17.1 Description of processing

The Service Provider is authorised to process, on behalf of the Beneficiary, any Personal Data that is required, in order to provide the Services. Authorised Processing is described in the Agreement's Appendix entitled "Description of Personal Data Processing".

17.2 Service Provider's obligations to the Beneficiary

The Service Provider undertakes to:

- a. *process Personal Data only for the sole purpose(s) of the Service Provision;*
- b. *process Personal Data in accordance with the Beneficiary's documented instructions contained in the Agreement. If the Service Provider considers that an instruction constitutes a violation of the applicable data protection regulations, they shall inform the Beneficiary immediately. In addition, if the Service Provider is obliged to transfer data to a third country or to an international organisation, under Union law or the law of the Member State to which they are subject, they must inform the Beneficiary of this obligation prior to Processing the data, unless the law concerned prohibits such provision of information for reasons of public interest;*
- c. *guarantee the confidentiality of the Personal Data processed;*
- d. *ensure that persons authorised to process personal data under this Contract:*
 - *undertake to respect confidentiality or be subject to an appropriate legal obligation of confidentiality*
 - *receive the required training on personal data protection*
- e. *take into account, with respect to their tools, products, applications or services, the principles of data protection from the design stage and the protection of data by default.*

17.3 Sub-processing

The Service Provider is authorised to use the entity(ies) listed in the Agreement's Appendix entitled "List of processors - Processing Locations" (hereinafter, the "sub-processor") to perform the Processing activities described in the Agreement's Appendix entitled "Description of Personal Data Processing".

In the event of recruiting other sub-processors, the Service Provider must obtain written, prior and specific authorisation from the Beneficiary.

The sub-processor shall be required to comply with the obligations of this Agreement on behalf of and in accordance with the Beneficiary's instructions. The Service Provider is responsible for ensuring that the sub-processor provides the same sufficient guarantees in implementing appropriate technical and organisational measures so that the Processing meets the regulation requirements relating to personal data protection. If the sub-processor does not fulfil their data protection obligations, the Service Provider remains fully liable to the Beneficiary for the processor's performance of their obligations.

The Service Provider undertakes to inform each Beneficiary of the locations for Processing Personal Data of any nature (hosting, backup, maintenance, administration, helpdesk, etc.).

A list containing the identification of the Processing locations provided for on the date the Agreement was concluded and the operations that were entrusted to any potential processors, is set out in the Appendix entitled "List of processors - Processing Locations". This list must be updated in the event of a change of processors or in the event of the transfer, duly authorised by the Beneficiary, of Personal Data, particularly outside the European Economic Area.

17.4 Application of European regulations on data transfers outside the European Economic Area

The Service Provider ensures, where applicable, that none of the Beneficiary's Personal Data is transferred outside the European Economic Area by them, their own processors, or persons acting under their authority or on their behalf.

The Beneficiary reserves the right to carry out any checks it deems useful to verify compliance with this obligation. By way of derogation from the above, the Service Provider is authorised, within the strict limit necessary for performing their Services, to use Processing facilities located in a country that does not offer an adequate level of protection within the meaning of the GDPR, if the Service Provider and, where applicable, upon the Beneficiary's request, the Service Provider's sub-processors have concluded standard contractual clauses, in accordance with the terms and conditions provided for by the European Commission's decision ("Standard Clauses"), for transferring Personal Data to sub-processors established in third countries or any other guarantees. To this end, the Beneficiary gives the Service Provider the authority to sign the Standard Clauses in their name and on their behalf. If required by local legislation or the data protection authority, the transfer must be subject to prior authorisation by the competent personal data protection authority. Fulfilling this last condition is considered precedent to the performance of the Services concerned.

17.5 Data subjects' right to information

The Beneficiary is responsible for providing information to Data subjects undergoing Processing operations, when the data is collected.

17.6 Data subjects' exercise of rights and informing the Beneficiary

The Service Provider undertakes to diligently fulfil, in writing, any requests for information made by the Beneficiary, within a period of five [5] business days of the date of the request, so that (i) they are able to respond to the Data Subjects' requests to exercise their rights or (ii) to carry out impact analyses or (iii) to respond to requests submitted by the Beneficiary's Data Protection Authorities or Data Protection Officers.

When Data Subjects make requests to the Service Provider to exercise their rights, the Service Provider must send these requests upon receipt, by email, to: lux.dpoffice@socgen.com.

17.7 Notification of Personal Data Breaches

The Service Provider shall notify the Beneficiary of any Personal Data breach within a maximum period of 72 hours since becoming aware of it, by the following means: email to: breach-groupdp@socgen.com and: lux.dpoffice@socgen.com. This notification shall be accompanied by all the relevant documentation to enable the Beneficiary, if necessary, to report this breach to the competent supervisory authority.

17.8 Security measures

The Service Provider undertakes to implement the security measures described in the Article entitled "Security", as well as:

- the means to guarantee consistent confidentiality (pseudonymisation, encryption of Personal Data, etc.), integrity, availability and resilience of the processing systems and services;*
- the means to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;*
- a procedure to regularly test, analyse and evaluate the effectiveness of the technical and organisational measures to ensure secure Processing, and to provide proof of this upon first request from the Beneficiary or the data protection authority;*
- to make the Beneficiary's Personal Data accessible and viewable only to the Service Provider's personnel who are duly capable and have been duly authorised to do so, due to their duties and skills, within the strict limit of what is necessary in order to fulfil their duties;*

17.9 Data removal

At the end of the Processing of such Personal Data, the Service Provider undertakes to return the Personal Data to the Beneficiary (or to return the Personal Data to the Service Provider designated by the Beneficiary) and to destroy all the Personal Data.

Once destroyed, the Service Provider must evidence its destruction in writing.

17.10 Data protection officer

The Service Provider shall inform the Beneficiary of the name and contact details of their data protection officer, if they have

appointed one.

17.11 Record of Processing activity categories

The Service Provider states that they shall keep a written record of all the Processing activity categories documented on behalf of the Beneficiary, including:

- the name and contact details of the Data Controller on whose behalf they are acting, any processors and, where applicable, the Data Protection Officer;
- the Processing categories documented on behalf of the Beneficiary;
- where applicable, transfers of Personal Data to a third country or to an international organisation, including the identification of that third country or international organisation and, in the case of such transfers, documents attesting to the existence of appropriate guarantees;
- a general description of the technical and organisational security measures, including, but not limited to, as required:
- the means to consistently guarantee the confidentiality (pseudonymisation, encryption of Personal Data, etc.), integrity, availability and resilience of Processing systems and services;
- the means to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a procedure to regularly test, analyse and evaluate the effectiveness of the technical and organisational measures to ensure secure Processing.

17.12 Documentation and Auditing

The Service Provider shall provide the Customer with any documentation that is required to demonstrate compliance with all their obligations and to enable audits, including inspections, to be conducted by the Beneficiary under the terms and conditions provided for in the Article entitled “Auditing and monitoring by the Beneficiary”.

17.13 Location where the services will be provided and where the data will be stored

The Services shall be provided at the Service Provider’s premises. The Customer’s Data will be stored at the Customer’s premises.