

## 1 GENERAL INFORMATION

These general terms and conditions (the "General Terms and Conditions") apply to the telecommunication services (the "Services") of Proximus Luxembourg S.A. marketed under the Proximus NXT brand (hereinafter referred to as "Proximus NXT"). To the extent applicable, they also apply to intermediaries-resellers duly authorised by Proximus NXT. Any entry into a contractual relationship between the Customer and Proximus NXT and/or an authorised intermediary-reseller (the "Agreement") implies full acceptance of these General Terms and Conditions and, depending on the Service(s) chosen by the Customer, of the applicable specific terms and conditions. In the event of a conflict, the specific terms and conditions of these Services will take precedence over the General Terms and Conditions. The General Terms and Conditions are available at all times on the website [www.Proximus NXT.lu](http://www.Proximus NXT.lu).

The General Terms and Conditions are applicable to the "Customer", i. e. the legal entity having subscribed to an Agreement and having adhered to the General Terms and Conditions in the context of its professional and/or commercial activity (only companies with more than 10 employees).

Proximus Luxembourg S.A. is a company incorporated under the laws of Luxembourg with its registered office at L-8070 Bertrange, 18, rue du Puits Romain, registered with the Luxembourg Trade and Companies Registry (RCS) under number B-19669, with VAT number LU 15605033. Proximus Luxembourg S.A. is a support PFS (Professional of the Financial Sector), within the meaning of the amended law of 5 April 1993 on the financial sector, authorised as a IT systems operator and communication networks operator of the financial sector (authorisation 29-3) subject to the supervision of the Commission de Surveillance du Secteur Financier (CSSF).

### 1.1 Scope of application

1.1.1 The Agreement defines the conditions under which (i) the Customer will purchase or lease Products and/or Services and (ii) Proximus NXT will provide Products and/or Services to the Customer. Proximus NXT and the Customer shall also be referred hereinafter as the "Parties" and individually as "Party".

1.1.2 The Agreement refers to any contractual relationship between Proximus NXT and the Customer. This means any formal agreement on paper or any other durable support specifying the Service(s) and/or Product(s). The Agreement is governed, as the case may be, by the General Terms and Conditions, the Agreement, the List of Tariffs, the Possible Offer, the policy on the protection of personal data, the policy on Internet neutrality and the quality of Internet access and, where applicable, the specific terms and conditions. All contractual documents are accessible via the website [www.Proximus NXT.lu](http://www.Proximus NXT.lu).

1.1.3 The latest version of the General Terms and Conditions may be consulted at any time on the Proximus NXT website or requested from Proximus NXT. A copy of the version of the General Terms and Conditions in force at the time of signing the Agreement will be submitted to the Customer at the time of signing the Agreement.

1.1.4 By placing an order, the Customer explicitly acknowledges having received or been informed of the documents listed in article 1.1.2 above, having read and approved them. As a result, the Customer waives its own general and/or specific conditions, even if they stipulate that they prevail. However, the Customer and Proximus NXT may agree on conditions that are derogatory or contrary to or additional to these General Terms and Conditions. In this case, any terms and conditions that are derogatory or contrary to or additional to these negotiated and expressly accepted General Terms and Conditions of Proximus NXT and the Customer shall be executed by the Parties, annexed to and become an integral part of the Agreement.

### 1.2 Prioritization of documents

In the event of a conflict or inconsistency between the Agreement documents, the following decreasing order of priority shall apply :

- The Agreement and its Annexes and/or Amendments, if any ;
- The specific terms and conditions of certain Services, if applicable ;
- These General Terms and Conditions ;
- The Offer, if applicable.

## 2 CONTRACTUAL PROCEDURE

### 2.1 Customer's request

2.1.1 The Customer submits his subscription request for Proximus NXT Services to a duly authorized reseller or in a point of sale or according to any other terms and conditions that Proximus NXT makes available to him for this purpose, in particular, but not exclusively, by Internet or by telephone, by applications and/or by SMS. The Customer is required to provide the following documents and information:

#### 2.1.2 Documents and information to be provided:

- The name, corporate form, registered office, main address (if different), and registration number of the trade and companies register and the LEI code;
- The name of a contact person;
- The choice of invoicing and payment methods, with an indication, where applicable, that invoices will be paid in the form of a direct debit authorization given to Proximus NXT;
- A telephone number, if applicable, a number other than a mobile telephone number at which the Customer can be reached;
- Indication of the nature of the Service(s) and/or options subscribed by the Customer.

2.1.3 As a PFS, Proximus NXT is subject to obligations in the fight against money laundering and terrorism financing. In this context, Proximus NXT must collect Customer information that allows, among other things, to identify the Customer and verify his identity, as well as, where applicable, to identify, in particular for professional Customers, his economic beneficiary. When submitting the subscription request or, if applicable, at any other time determined by Proximus NXT, the Customer must provide the following documents to Proximus NXT, any authorized reseller or any other person authorized for this purpose:

- For natural persons, a valid identity card or passport, an official document provisionally replacing a lost valid identity card or passport and a proof of residence;
- For legal entities, the production of a certified copy of the latest coordinated article of association, as well as any amendments made to them, an extract from the commercial register and an extract from the register of beneficial owner, both of which are less than three months old.

2.1.4 Proximus NXT reserves the right to require these supporting documents, both when applying for or subscribing to a new Service and during the performance of the Agreement in the following cases:

- If Proximus NXT has any doubt about the Customer identity;
- If the Customer mentions a registered office, a permanent establishment, a subsidiary or a billing address abroad or reports a change in the above-mentioned addresses during the term of the Agreement;
- If Proximus NXT has any doubt about the Customer's creditworthiness.

### 2.2 Identification of a Customer Contact Person

2.2.1 Prior to and no later than the conclusion of the Agreement, the Customer shall designate a Contact Person (or a limited number of Contact Persons), who shall be Proximus NXT' privileged contact for technical, administrative and other matters, as well as for the subscription of additional Services, accessories or options, which may be subscribed during the Agreement.

2.2.2 The Contact Person is designated by the Customer by his or her surname, first name, address, telephone number and e-mail address. In the context of electronic exchange, the Contact Person is identified by Proximus NXT by its authentic e-mail address.

### 2.3 Obligation of the Customer to inform about the Identification.

2.3.1 The Customer is required to immediately notify Proximus NXT by registered letter of any change concerning him, including any change relating to his Identification, as well as the Identification of the Contact Person, provided since the conclusion of the Agreement. Failing this, Proximus NXT reserves the right to apply the provisions of article 10.1 of these General Terms and Conditions.

2.3.2 The Customer is solely responsible for the completeness, timeliness and correctness of the information provided.

### 2.4 Representative.

Any person presenting himself as the Customer's representative, entering into an Agreement, is required to identify himself and provide proof of his status as representative and his powers.

### 2.5 Conclusion of the Agreement.

Proximus NXT on the one hand, and the Customer or its representative on the other hand, sign the Agreement determining the Products and Services chosen and the applicable rates.

**3. ENTRY INTO FORCE AND DURATION OF THE AGREEMENT**

**3.1. Entry into force**

Unless otherwise agreed, the Agreement between Proximus NXT and the Customer shall come into force on the day on which the Customer signs the Agreement. It starts on the day following the date on which the Products and/or Services are made available (the Initial Date).

**3.2. Duration**

The Agreement is subscribed for the initial contractual period (commitment period) agreed upon in the Agreement (the "Initial Term"). Unless otherwise specified in the Agreement, at the end of the Initial Term, the Agreement continues for an indefinite period. If one Party does not wish to continue this Agreement, it will notify the other Party by registered letter, three (3) months before the end of the Initial Term. At the end of the Initial Term, the Agreement may be terminated at any time, with three (3) months' notice.

**4. SUBSCRIPTION TO NEW SERVICES BY THE CUSTOMER**

4.1. The Customer contractually bound to Proximus NXT through this Agreement may subscribe for the provision of additional services, accessories or options offered by Proximus NXT, or to request Proximus NXT to modify them, in agreement with Proximus NXT. An amendment to the Agreement, determining additional services, accessories or options chosen by the Customer, or the modification of the Services, shall be made in duplicate, signed by the Parties, and annexed to the Agreement as an integral part thereof.

4.2. The Contact Person appointed by the Customer pursuant to Article 2.2 may subscribe to additional services, accessories or options for the Customer, or modify them in agreement with Proximus NXT. Subscription can be made by e-mail. In this case, Proximus NXT' acceptance by e-mail of the Customer's Contact Person's request for the Subscription of additional, ancillary or optional Services, by e-mail from its e-mail address identified in Article 2.2.2. or the Customer's Contact Person's acceptance by e-mail from its e-mail address identified in Article 2.2.2., of an offer made by Proximus NXT, constitutes the amendment to the Agreement, to form an integral part thereof. The said amendment is validly concluded on the date of one of the said acceptances.

4.3. The Amendment shall come into force on the date of activation of the Service, unless otherwise specifically stipulated, and shall be valid for the duration of the commitment of the newly subscribed additional Service, accessory or option.

**5. RATES, INVOICING AND PAYMENT**

**5.1. RATES**

The Prices of the Products and Services indicated in the Offer and the Agreement are expressed in euros and do not include VAT, delivery and transport costs and other taxes and charges, which shall be due by the Customer on top of the Prices. The applicable rates are set out in the Agreement, including its Annexes and Amendments if applicable. The new rates accepted in the event of changes to the contractual rates will form an integral part of the Agreement (see Articles 6.1 of the General Terms and Conditions).

The Prices may be revised at any time by Proximus NXT in accordance with the indices below.

The Prices are subject to the D1 consumer price index (automatic wage indexation system) as determined by Statec, the National Institute for Statistics and Economic Studies of the Grand Duchy of Luxembourg.

It should nevertheless be noted that the Prices of products also offered to consumers, as described and available on the tango.lu site, may be subject to another consumer price index as determined by the Statec.

Any variation shall be applied in accordance with the following formula:

$$P_n = P_a \times \frac{I_n}{I_a}$$

Where :

P<sub>n</sub> represents the new Price

P<sub>a</sub> is the Price mentioned in the Offer or Contract

I<sub>n</sub> represents the new index value

I<sub>a</sub> is the index value applicable in the month of the Effective Date of the Offer or Contract, in which the Price was determined.

**5.2. INVOICING**

5.2.1. The amounts due under this Agreement shall be invoiced in accordance with the terms and conditions of the Agreement, including its Annexes and Amendments, if any. All costs related to the payment of an invoice are the responsibility of the Customer. In the event of late payment, Proximus NXT will charge late payment interest at the legal interest rate without prior notice. Proximus NXT. In the event of non-payment of an invoice within the time limit, **Proximus Luxembourg S.A.** | 18, rue du Puits Romain – Z.A Bourmicht | L-8070 Bertrange - Luxembourg T +352 45 09 15 – 1 | F +352 45 09 11 | www.proximusnxt.lu | VAT LU 15605033 | RCS Luxembourg B 19.669

Proximus NXT shall also be entitled to suspend the performance of the Agreement until full payment has been made or to consider the Agreement as terminated.

5.2.2. Proximus NXT reserves the right to verify the Customer's account before and during the term of the Agreement. If this verification leads Proximus NXT to seriously doubt the Customer's creditworthiness, Proximus NXT may charge additional intermediate amounts, require advance- payment, bank guarantees or any other type of financial security. Proximus NXT reserves the right to suspend the provision of the Service to the Customer entirely if the Customer fails to submit this guarantee within three working days of Proximus NXT' request.

5.2.3. Invoices will be sent to the Customer. Proximus NXT reserves the right to apply an administrative fee according to the List of Tariffs in effect depending on the support chosen by the Customer to receive his invoice.

5.2.4. Online invoicing. If available for the Service, the Customer can consult his invoicing outstanding amount on the Internet. The last three invoices are available for consultation subject to modification for reasons of available capacity. To benefit from this service, the Customer must request, either at the time of conclusion of the Agreement or during the term of the Agreement, the activation of this service, the assignment of a user name and a password allowing the use of this service. The use of the user name together with the password is equivalent to exact identification of the Customer. Proximus NXT cannot be held liable in the event of fraudulent or unauthorized use of the name and password by a person other than the Customer. Proximus NXT reserves the right to modify or discontinue this service without notice or compensation to the Customer.

**5.3. CLAIMS**

5.3.1. Any complaint concerning an invoice must be received by Proximus NXT within 30 days of the date of invoice issuance. After this period, the invoice is considered accepted.

5.3.2. The uncontested part is deemed accepted and must be paid within the normal time limits without the need to issue a new invoice or creditnotes.

5.3.3. In the event that Proximus NXT rejects the claim, the amount in dispute shall become immediately payable.

**5.4. PAYMENT TERMS AND CONDITIONS**

5.4.1. The amounts invoiced by Proximus NXT will be paid within the maximum payment period mentioned on the invoice.

5.4.2. In the event of non-compliance with the payment deadline, the Customer shall be liable, ipso jure and without formal notice, for a penalty corresponding to 15% of the amount of the invoice, with a minimum of 60 euros as well as default interest calculated at the rate in accordance with the amended law of 18 April 2004 on payment terms and default interest. Proximus NXT reserves the right to take any action to obtain payment of its claims, as well as compensation for its loss and costs incurred. Proximus NXT shall also be entitled to apply the sanctions set out in Article 10.4 and 10.5 of these General Terms and Conditions.

5.4.4. In the event of false declaration, risk of insolvency, opening of collective proceedings, proven or presumed fraud, Proximus NXT may declare the Customer's claims immediately due, without prejudice to the application of Article 10.1.

5.4.5. All costs related to the payment of an invoice are the responsibility of the Customer. The Customer is liable to Proximus NXT for the administrative costs resulting from the reminder(s) (see List of Tariffs in force). The same applies to the recovery costs of claims that Proximus NXT entrusts to a third party as well as all costs relating to judicial or extra-judicial recovery proceedings.

**6. AMENDMENTS TO THE TERMS OF THE AGREEMENT**

6.1. Proximus NXT undertakes to inform the Customers concerned, by any appropriate means, of any changes to these General Terms and Conditions or to the Contract. Unless the ILR (Institut Luxembourgeois de Régulation) grants Proximus NXT a derogation, this information will be given at least 1 (one) month before the entry into force of a change.

6.2. The Customer will be informed of any changes by all appropriate means, either individually by letter, or by information on the bill, or by e-mail, or by SMS. In the required cases, information may also be provided by publication. The latest version of the General Terms and Conditions is permanently available on the website www.Proximus NXT.lu. The Customer is deemed to accept the latest published version, subject to his right of termination.

6.3. If the Customer does not accept the new conditions when the General Terms and Conditions or the Agreement are amended, he may terminate his Agreement in accordance with the terms and conditions set out in Article 10, at the latest on the last day of the month following the notification of the amendments, **Proximus Luxembourg S.A.** | 18, rue du Puits Romain – Z.A Bourmicht | L-8070 Bertrange - Luxembourg T +352 45 09 15 – 1 | F +352 45 09 11 | www.proximusnxt.lu |

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unless the proposed amendments are exclusively for the benefit of the Customer, are of a purely administrative nature and do not have a negative impact on the Customer, are directly imposed by European Union or national law or are due to a tariff increase as a result of an index increase in accordance with Article 5.1.

6.4 If the Customer does not terminate the contract within one month of the dispatch of the individual notice or, in the required cases, of the publication, the amended content of the General Terms and Conditions or the contract shall be deemed to have been accepted by the Customer.

**7. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

7.1 The Customer shall provide Proximus NXT with all necessary cooperation to ensure the proper performance of the Agreement, including, among other things:

- documents or any other information relevant to the provision of the Product or Service;
- physical access to the Customer's sites and technical premises where Proximus NXT must carry out on-site interventions, in the permanent presence of a representative of the Customer;
- a contact person or a limited number of contact persons for technical, administrative and other matters related to the Products and/or Services under the Agreement, as well as any change in the Customer's or Contact Person's Identification details (article 2.3 of the General Conditions),

The Customer acknowledges and accepts that any failure on its part to provide Proximus NXT with adequate collaboration, information or access to the Products and/or Services may have an influence on such provision. Consequently, Proximus NXT disclaims all responsibility in the event of late delivery or damage to the Products and/or Services insofar as such delay or damage is due to the Customer or a third party.

7.2 The Customer is required to backup all its data before installing the Service and/or Product and will take all necessary measures to ensure that its hardware (including software) is compatible with Proximus NXT' hardware.

7.3 The Customer shall be liable for any loss or damage caused to Proximus NXT' property and/or the one of the suppliers which are in its possession or control (unless such loss or damage is wholly attributable to an act or omission of Proximus NXT).

7.4 The Customer shall use the Products and/or Services strictly for its own purposes. Under no circumstances will it transfer, sell, rent, loan or make them available to third parties without Proximus NXT' prior written consent.

7.5 The Customer undertakes to preserve the secret and confidential nature of any identification code (password, user name, etc.) given to him/her. The Customer shall be solely responsible for any use of the identification elements. In the event of loss, theft or fraudulent use of any of these elements, the Customer is required to immediately notify Proximus NXT and confirm this communication by registered letter.

7.6 The Customer is solely responsible to Proximus NXT for its use, and any user, of the Services provided in accordance with the Agreement, applicable laws and regulations, and undertakes to comply with and enforce the provisions given by Proximus NXT relating to the organization and use of the Services. The Customer is required to use the networks as a "bonus pater familias". The Customer shall refrain from using the networks in violation of public order and morality or of the laws and regulations in force. As part of the Services offered, it undertakes to respect intellectual property rights and copyright.

7.7 As each Service has its own technical features and although the Service allows the Customer to call the emergency services, Proximus NXT does not recommend that the Customer use any Service to reach the emergency services providing on-site assistance, as the correct location of the caller cannot be guaranteed in all cases. If the Customer wants to reach the emergency services, he/she is requested to use a service that guarantees the location of the caller (e.g. a mobile phone service). Proximus NXT assumes no liability for any direct and/or indirect damage resulting from communication with the emergency services based on incorrect caller location.

**8. PROXIMUS NXT' RIGHTS AND OBLIGATIONS**

8.1 Proximus NXT undertakes to implement the necessary means to provide the Products and/or Services and to ensure their proper functioning in accordance with the Agreement. It takes the necessary measures to maintain the continuity and quality of the Services. However, it is known that the Services, by their nature, are likely to be disrupted or suspended, beyond Proximus NXT' control. The maintenance or development of the Service may also lead Proximus NXT to limit or temporarily suspend the Service. In this case, Proximus NXT shall use all reasonable means at its disposal and limit the period of restriction or suspension to the duration necessary for the interventions.

8.2 Proximus NXT will use the information provided by the Customer in good faith and solely for the purpose of performing this Agreement.

**9. LIABILITY****9.1 FORCE MAJEURE**

9.1.1 Proximus NXT cannot be held liable for delays or failures in the performance of Services, when these result from facts or circumstances beyond Proximus NXT' control, unforeseeable and unavoidable, such as war or riots, unrest, civil unrest, actions initiated by civil or military authorities, embargoes, explosions, strikes or social conflicts (including those involving its personnel), cable cuts, floods, prolonged freezing, fires or storms.

9.1.2 In the event of force majeure, Proximus NXT shall be entitled to limit or suspend the Services in order to protect the operating environment, without the Customer being entitled to claim compensation. Proximus NXT undertakes to use all the means at its disposal to limit its duration.

9.1.3 If the events of force majeure continue for more than three (3) months, each Party may terminate the Agreement by registered letter, without any compensation being due.

**9.2 LIABILITY, GENERAL PRINCIPLE**

9.2.1 Proximus NXT shall only be liable in the event of fraud or gross negligence on its part or that of its employees. In this case, its liability is limited to the repair of only foreseeable, direct, personal and confirmed damages that the Customer has suffered, excluding the repair of any indirect or immaterial damages such as additional expenses, loss of contract, loss of profit, loss of customers, loss or deterioration of data and other damages caused to third parties.

9.2.2 Proximus NXT is not liable for damages due to the Customer's failure to comply with its obligations.

9.2.3. In cases where Proximus NXT is liable, the maximum compensation for the loss suffered by the Customer shall be limited to the total amount paid by the Customer to Proximus NXT during the twelve (12) months preceding the date of the loss and shall in no event exceed a cumulative amount of EUR 150,000 per year. This limitation does not apply to Proximus NXT' liability for personal injury or death.

**10. SUSPENSION AND TERMINATION OF THE AGREEMENT****10.1 Suspension cases**

10.1.1. The Agreement may be suspended in whole or in part by Proximus NXT, with prior notice, in the event of non-compliance by the Customer with its obligations under the Agreement, in particular the default or delay in payment referred to in articles 5.2.1 and 5.2.2 of these General Terms and Conditions.

10.1.2. The suspension will take place without the Customer being able to claim any compensation. It ends when the Customer has complied with its obligations. Even in the event of suspension of the Service, the Customer remains bound by all obligations resulting from the Agreement and in particular the payment of the subscribed Services, and may not claim any compensation. If, within 15 days of suspension, the Customer has not complied with its obligations, the Agreement may be terminated automatically immediately. This termination shall be without prejudice to the payment of the sums still due for the services subscribed, as well as administrative costs.

**10.2 Termination cases**

10.2. Each Party may terminate the Agreement at any time, unilaterally, with immediate effect and without prior judicial intervention, by simple notification to the other Party, by registered letter with acknowledgement of receipt, when the latter seriously breaches one of its obligations under the Agreement or fails to remedy it within thirty (30) days of its written notification (provided that remedy is possible).

10.3. To the extent permitted by applicable law, the Agreement automatically terminates when one of the Parties ceases its activities, becomes insolvent or bankrupt, is dissolved or is the subject of a similar procedure.

10.4. In the event of early termination of the Agreement by the Customer and regardless of the reason for such termination, the Customer shall pay all amounts due for the remainder of the Initial Term or the current contractual term, without prejudice to the refund of any rebate from which the Customer may have unduly benefited. If technical equipment has been provided and/or rented by Proximus NXT for the Customer to benefit from the Services, the Customer must return the equipment to Proximus NXT in good condition within a maximum period of 15 (fifteen) days from the effective date of termination or Proximus NXT shall be able to invoice any related costs.

10.5 In the event of termination of the Agreement for failure by the Customer to comply with its obligations, and in particular, in the event of non-compliance with the identification obligations provided for in Article 2, the amounts referred to in Article 10.4 shall apply and may be increased by administrative costs and compensation for any loss, damage, costs or expenses incurred by Proximus NXT and attributable to the Customer or its employees, including but not limited to reasonable lawyers' fees and legal costs.

## 11. CONFIDENTIALITY AND PROFESSIONAL SECRECY

11.1. Any information communicated by the Parties under this Agreement and specially qualified as confidential ("Confidential Information") may only be disclosed to the staff and/or subcontractors and/or subsidiaries of the receiving Party that may need access to it for the purposes of the performance of this Agreement and with the prior written consent of the other Party.

11.2. Confidential Information remains the property of the Party providing it. The disclosure of Confidential Information does not imply the assignment or grant of any license right or industrial property, or any other intellectual or industrial right.

11.3. The Parties shall not be held responsible for the content of the Confidential Information or its use by the other Party.

11.4. If the Receiving Party is required to disclose all or part of the Confidential Information pursuant to legal provisions or pursuant to an injunction from a court of competent jurisdiction or a competent public authority, it shall, to the maximum extent permitted by applicable laws, immediately notify the Disclosing Party in writing and allow it to seek any legal remedy to preserve the confidentiality of such Confidential Information. In all cases, the Receiving Party will only disclose Confidential Information that it is legally required to disclose and will take all possible measures to preserve the confidentiality of the Confidential Information.

11.5. The obligation of confidentiality defined in this section will continue to prevail for 3 years following the end of the Agreement, or for any duration prescribed by applicable laws.

11.6. Proximus NXT, members of the management body, directors, employees and other persons employed or under the Service of Proximus NXT are subject to professional secrecy within the meaning of the amended law of 5 April 1993 on the financial sector and are therefore obliged to keep secret the information entrusted to them in the course of their professional activity or in the exercise of their mandate by the Customer. Data transiting via Proximus NXT as part of the Services (including in particular fixed and mobile telephone and Internet access services) which are not intended to be processed by Proximus NXT are therefore not covered by professional secrecy. Thus, only information directly entrusted by the Customer to Proximus NXT is covered by professional secrecy to the exclusion of any other data. The obligation of confidentiality shall not exist where the disclosure of information is authorised or imposed by or under a legal provision or with regard to national, European and foreign authorities responsible for prudential supervision of the financial sector or resolution procedures if they act within the framework of their legal powers for the purposes of such supervision or operations within the framework of resolution procedures and if the information disclosed is covered by the professional secrecy of the third party receiving it.

11.7. Proximus NXT entrusts third parties in order to perform services or tasks which are under Proximus NXT' responsibility. These subcontractors may be unregulated third parties located outside Luxembourg. This outsourcing may result in an exchange of information between Proximus NXT and subcontractors, which the Customer acknowledges and accepts. In all cases and especially if third parties are not subject to Luxembourg's rules of professional secrecy, Proximus NXT obliges its subcontractors to comply with strict confidentiality rules. Nevertheless, in certain circumstances and despite their confidentiality commitments, subcontractors may be legally required to provide information that has been transferred to them by Proximus NXT in the course of subcontracting to third parties or authorities. The Customer acknowledges that he/she consents to this outsourcing.

11.8. Proximus NXT outsources, as defined in Article 11.7, some of its activities. Some data can therefore be transferred to these subcontractors, such as your identification data. Proximus NXT subcontractors:

- customer service activities.
- activities related to the installation of fixed broadband connectivity.
- invoice printing activities.
- Any other subcontractor mentioned in the Agreement.

The above-mentioned companies are based in Luxembourg.

11.9 Proximus NXT will inform you if there is a change of subcontractor or if a new subcontractor is appointed. Subcontractors are subject to strict confidentiality rules.

11.10 Proximus NXT does not guarantee compliance with CSSF circulars and outsourcing obligations in relation to its Telecommunication Services.

## 12. DATA PROCESSING

12.1 The Parties undertake to comply with the Luxembourg law of 2 August 2002 on the protection of individuals with regard to the processing of personal data, as amended, and the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as the "GDPR") a (hereinafter together referred to as the "Data Protection Legislation"). The concepts of personal data, processing, as well as those of data controller and data processor are interpreted within the meaning of the GDPR.

12.2 Proximus NXT as data controller.

12.2.1 Proximus NXT processes personal data relating to its Customers (and possibly their co-users and end users), such as identification data, contact data, data on the use of Proximus NXT products and services, Customer communication traffic data, billing and payment data and technical data. In doing so, Proximus NXT acts as controller. The data may be processed for the following purposes:

- the execution of the Agreement concluded with the Customer and the provision of the services requested by the latter;
- administration and management of customer relations;
- the establishment of customer profiles and the organization of information or promotional campaigns relating to Proximus NXT' products and services, unless the Customer objects;
- the improvement and development of Proximus NXT' products and services and network infrastructure;
- the execution of survey campaigns for the purpose of market research and also to assess Customer satisfaction with the services provided.

12.2.2 Proximus NXT' files are accessible to third parties working for Proximus NXT or on its behalf. In the cases provided for by law, Proximus NXT provides Customer data to the competent public authorities upon request.

The Customer has a right of access, rectification and deletion for the data concerning him/her.

For more information on Proximus NXT' processing of personal data, the categories of personal data concerned, data collection, the purposes of the processing, the duration of storage of personal data and how the Customer can exercise his rights and communicate his privacy preferences, Proximus NXT refers to its personal data protection policy available at [www.ProximusNXT.lu](http://www.ProximusNXT.lu). Data relating to Customers who have terminated their Agreement with Proximus NXT may be used by Proximus NXT to inform them about Proximus NXT' products and services, unless the Customer has objected.

12.2.3 To the extent that Proximus NXT can be considered as controller or co-controller, when it determines the purposes and means of the processing, Proximus NXT hereby entrusts the Customer, who accepts, with the performance of Proximus NXT' following obligations under the Data Protection Legislation. In particular, the Customer:

- will ensure that all personal data are accurate, complete and up to date;
- will ensure that the data subjects to whom the personal data relate are duly informed, in accordance with Data Protection Legislation, that their personal data may be processed by Proximus NXT under this Agreement. To this end, the Customer will inform the persons concerned of Proximus NXT' Personal Data Protection Policy and more specifically how they can exercise their rights with regard to their personal data;
- at Proximus NXT' request, the Customer shall provide evidence that the persons concerned have been duly informed in accordance with this Article.

12.3 Proximus NXT as data processor

12.3.1 To the extent that the Customer (or its controllers if the Customer does not act in that capacity) determines the purposes and means of processing the Personal Data entrusted to Proximus NXT under the Agreement and requests Proximus NXT to process personal data (or that of its controllers) for the purpose of providing the Product/Service concerned, the Customer shall act as controller in the processing of such personal data, and Proximus NXT as a processor with respect to such personal data. It should be noted that insofar as the Professional Customer asks Proximus NXT to propose processing methods, this will only be done as advice, the Customer retains at all times the responsibility for defining the appropriate processing methods and its capacity as controller.

12.3.2 To the extent that the Customer acts on behalf of another controller, acting itself as a subcontractor, the Customer will remain the single point of contact for questions from the controller. In all cases, the Customer will be the single point of contact for any request from the persons concerned. The personal data made available by the Customer may relate to the following types of data subjects: the Customer's clients, its suppliers, managers, employees, workers, agents, representatives, consultants or other third parties.

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Personal data may include the following categories of data:

- identification information, contact data;
- direct marketing preferences;
- invoices and invoicing data;
- data relating to the use of the Services/Products under this Agreement;
- any other type of personal data identified in the Agreement.

12.3.3 Proximus NXT will process personal data in accordance with the Customer's documented instructions, unless Proximus NXT is required to process or transfer personal data in another way under the legislation of the European Union or one of its Member States. If necessary, Proximus NXT will give prior notice to the Customer, unless prohibited by law, on grounds of public policy. Unless otherwise and/or further written instructions from the Customer, the Agreement, including this Clause, constitutes all instructions from the Customer to Proximus NXT in this respect.

12.3.4 Proximus NXT will treat personal data in strict confidence and ensure that any natural person acting under its authority and having access to personal data

(i) undertakes to respect confidentiality or is subject to an appropriate legal obligation of confidentiality and (ii) refrains from processing personal data, except to the extent permitted by the Agreement.

12.3.5 Proximus NXT will take the technical and organisational measures agreed in the Agreement to ensure an appropriate level of security in relation to the risks inherent to the processing (in particular the risks of accidental or unlawful destruction, loss, alteration, disclosure, unauthorised use or access and against any other unlawful form of processing), taking into account the state of the art, the implementation costs and the nature of the personal data and the potential risks.

12.3.6 If Proximus NXT detects a violation of personal data in the performance of the Agreement, it will inform the Customer as soon as possible.

12.3.7 At the Customer's request and taking into account the nature of the processing and information made available to Proximus NXT, Proximus NXT will reasonably assist the Customer, as far as possible, to:

- to process requests from data subjects exercising their rights in accordance with Data Protection Legislation;
- apply technical and organisational security measures in order to comply with the Customer's security obligation regarding the processing of personal data;
- notify violations of personal data to the supervisory authority and the data subject, where applicable; and
- carry out data protection impact assessments and consult the supervisory authority in this context.

Proximus NXT reserves the right to claim reasonable compensation for this assistance.

12.3.8 At the Customer's request, Proximus NXT shall provide all necessary information to demonstrate compliance with this Article and to contribute to reasonable requests for audits conducted by the Customer or any other independent auditor appointed by the Customer. At least 60 (sixty) calendar days' notice is required, unless shorter time limits are imposed by data protection legislation. In the event of an audit, the Customer shall bear its own expenses as well as the reasonable cost of Proximus NXT's internal resources required for the performance of the audit. Audits will be limited to data confidentiality aspects, to a maximum of three (3) Business Days and will only be allowed during business hours, with no impact on Proximus NXT's activities. Proximus NXT and the Customer agree to limit audits to the strict minimum, with a maximum of one audit every two years, unless there are serious reasons for an early audit or the data protection authority requires it. Existing certifications and audit reports will be used to avoid audits. If an audit reveals that Proximus NXT or the Product/Service does not comply with the provisions of this Agreement and/or Data Protection Legislation, the Customer's exclusive remedy and Proximus NXT's exclusive obligation shall be that: (i) the Parties shall review these findings and (ii) Proximus NXT shall take, at its own expense, all corrective measures, including temporary solutions, it deems necessary to comply with the provisions of this and/or the Data Protection Legislation. Proximus NXT is entitled to claim payment from the Customer for any corrective measures if such measures have been made mandatory as a result of changes in data protection legislation.

12.3.9 The Customer hereby grants Proximus NXT a general written authorization to hire subcontractors to process personal data (i) to the extent necessary for the performance of its contractual obligations under the Agreement and (ii) provided that Proximus NXT remains liable for any act or omission of its subcontractors in the same manner as its own acts and omissions under this Agreement. The list of processors of personal data is available on request.

12.3.10 Proximus NXT will be entitled to transfer personal data to a country outside the European Economic Area that has not been recognized by the

European Commission as offering an appropriate level of data protection if Proximus NXT (i) has provided appropriate safeguards in accordance with Data Protection Legislation or

(ii) has a derogation provided for in Data Protection Legislation authorising such a transfer. The Customer shall promptly sign the documents and perform such acts as Proximus NXT may reasonably require in order to implement such appropriate guarantees.

12.3.11 At the end of the Agreement, Proximus NXT will delete the personal data (unless the law requires a subsequent storage of the personal data) or, at the Customer's request, return them to the Customer or allow him to extract them.

12.3.12 If, pursuant to this Clause, a request from the Customer obliges Proximus NXT to take additional measures other than those directly imposed on Proximus NXT by data protection legislation, the Customer shall reimburse Proximus NXT for all costs incurred in taking such measures.

12.3.13 The violation of data protection legislation by Proximus NXT shall be considered as a contractual breach of Proximus NXT only if Proximus NXT acted outside or contrary to the Customer's legal instructions.

**13. MISCELLANEOUS****13.1 SIGNATURE AND PROOF AGREEMENT**

13.1.1 Any expression of will by electronic means identifying the Customer as an issuer (whether by an electronic signature within the meaning of the amended law of 14 August 2000 on electronic commerce or by another means expressing the Customer's will) constitutes agreement by the Customer and has the same value as a document bearing a handwritten signature. The introduction of the PIN Code by the Customer on his mobile terminal, or any other code, constitutes the Customer's signature and acceptance of the transaction or operation in question, in particular with regard to the main or additional services that the Customer may order in this way, including the payment for services provided by third parties. The Customer has access to certain main, accessory, optional or customer support services by means of one or more login and/or password(s). The Customer undertakes to keep these identification elements secret and not to disclose them to third parties in any form whatsoever. Any access to these services by means of the Customer's identifier(s) and/or password(s) is deemed to have been made by the Customer. In the event of loss or theft of one of the Customer's identification elements, the Customer must inform Proximus NXT as soon as possible, which will cancel them and provide it with new identification elements.

Proximus NXT may choose by which means of written notification it communicates the conclusion or amendment of the Agreement provided that such notification takes place on a durable support.

Proximus NXT may prove any legal fact or act by any means of evidence, including testimony, presumption, telephone or computer recording or other means.

**13.2 AGREEMENT TRANSFERABILITY**

Proximus NXT, like the Customer, has the right to assign all or part of their rights and obligations under the Agreement to a third party. Such an assignment is only made with the prior written consent of Proximus NXT. If applicable, it is expressly agreed that the transfer agreement will be established by Proximus NXT and signed together by the Customer, Proximus NXT, and the Transferee.

**13.3 WAIVER**

Any failure by any of the Parties to exercise its rights shall in no event be considered a waiver of such rights.

**13.4 NULLITY**

If any provision of the Agreement is found to be void, invalid, unenforceable or illegal by any court of competent jurisdiction, that provision shall be interpreted in accordance with the laws in force to most accurately reflect the original intentions of the parties. The remaining portion of the provisions of the Agreement shall remain fully valid and enforceable.

**13.5 JURISDICTION AND APPLICABLE LAW**

This Agreement is governed by Luxembourg law. In the event of a dispute that cannot be resolved amicably, the courts of Luxembourg City have sole jurisdiction.