

General Terms and Conditions for the use of id Ship and id Market

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The following terms and conditions determine the contractual relationship between id Linked S.à r.l, with registered address at 6, Place du Marché, L-6460 Echternach, registered with the Luxembourg Trade and Companies Register under number B.249.635, VAT number LU32701125 (hereinafter referred to as "id Linked") as service provider for the search, matching and connecting platform called id Ship (hereinafter referred to as "id Ship"), as well as the Online Market place / Company platform id Market (hereinafter referred to as "id Market") and as well as its Customers (as defined below).

Customers and users are usually, on one side, independent/non-executive directors (hereinafter referred to as "Offerer") open for new mandates like vacant independent/non-executive director mandates (hereinafter referred to as "Mandates") and, on the other side, investment fund initiators, management companies/AIFMs, SICAVs, ICAVs, SPVs, banks, insurance companies and consultant/law firms (hereinafter referred to as "Companies") which have an open Mandate and are hence looking for an independent/non-executive director or who would like to present their own services and goods to Offerers and possibly also to other "Companies" and Clients or users not registered on id Market.

The services offered under these general terms and conditions are not offered to consumers but to professionals, acting and using the said services in the context of their trade, business, or profession.

Hereinafter Offerer and Company are indistinctly referred to as "Customer/-s" or "id Ship Customers".

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I Terms and Conditions for the use of id Ship

1. Subject matter of the contract

- 1.1. id Linked will provide its Customers access to an online search, matching and connecting database, called id Ship, during the entire term of the contract. This allows the mutual introduction and getting to know of Customers (hereinafter "id Ship Service"). The id Ship Service can only be accessed via the id Linked website.

Services free of charge but also against payment [Ev1] will be offered by id Linked with id Ship as further detailed under section 3 below.

- 1.2. The online database id Ship provided by id Linked contains various data and information, possibly documents such as, but not limited to, CVs, VAT number, age or photos, which may hence include personal data, and which can be provided (uploaded) by registered Customers under their own responsibility (hereinafter "Customer Data"). The collection of the Customer Data and the way in which it is made visible to other Customers is set out in the data protection information notice (see Article 4.1).
- 1.3. Mentioned on the website of id Linked are all the countries, in which the id Ship Services are offered in. In these countries, id Ship enables Offerers to offer their interest in open Mandates and Companies to search and contact Offerers based on the search and offer criteria specified by id Ship Services. However, Companies have access to the full profile of the Offerer only when the Offerer approves it. Before that, the Company only receives anonymized parts of the profile of the Offerer, such as e.g. age and gender. After approval by the Offerer, the full Customer Data of the Offerer is visible for the relevant Company.
- 1.4. id Linked does not commit itself **in any way** and **expressly** excludes any contractual obligation to ensure that contact is made or that mediation takes place between the Offerer and the Company, or that mandate contracts are successfully concluded between a Company and a Offerer. id Linked, with its mere **mandate search and match-making platform** id Ship online tool, offers solely:
 - the possibility for Offerers to introduce themselves to Companies, or
 - give Companies the opportunity to access Offerers (if Offerer authorizes the sharing of client data with Company) and introduce themselves to Offerers about their search for a specific profile and open Mandate.
 - id Ship allows Companies to rate the Offerer for themselves. However, id Ship cannot ensure that the profile a Company is looking for is available.
 - id Ship does not present workers or refer them to hirers.
 - id Linked reserves the right to perform any background checks on Customers. However, Customers remain responsible and liable for conducting the necessary AML/KYC and/or background checks as applicable to them, and, in this respect, the following information is, inter alia, not checked by id Linked:
 - The identity, education, credentials, qualifications or professional experience of the bidder for the mandate to be filled.

- The possible regulatory and legal authorizations, requirements or licensing conditions necessary to fulfil the mandate.
 - The accuracy of the information provided.
 - Character and any criminal history, sanctions and convictions, whereas id Linked reserves the right to conduct any background checks on customers.
 - The suitability or unsuitability of the Offerer for the open Mandate.
- Companies should therefore check the aforementioned points as part of their assessment and due diligence process prior to a possible final appointment and contractual relationship with any Offerer. In addition, the Company should, for example, check references and, if applicable, criminal records based on the relevant laws and regulations as applicable.

If a Mandate has been successfully agreed between the Customers, they are both actively obligated to communicate it to id Linked via id Ship within ten (10) calendar days after execution.

All possible interactions during contact, between Customers are un-accompanied by id Ship Services nor by id Linked. **Reminder: Customers have an active duty to communicate via id Ship if a mandate has been successfully agreed between the Offerer and Company.**

2. Access to use id Ship / conclusion of contract

- 2.1. In order to gain access to the id Ship Services, the Customer must register and sign in. Here an e-mail address of the Customer, as well as a password specified by them, is required.

For Offerers

- 2.2. Through the registration as Offerer, a free of charge contractual relationship between id Linked and the registered Offerer is initially created, subject to possible payment as described below. After a successful conclusion of a Mandate relationship, for which there is a notification obligation on the part of the Offerer, a cost obligation arises on the part of the Offerer towards id Linked as stipulated in article 3.2 below.
- 2.3. The id Ship Offerer questionnaire (hereinafter "Offerer Questionnaire"), which is part of the registration process, must be answered in order to use the id Ship Service. This requires e.g. the provision of personal data such as name, date of birth, gender, nationality, company name, domicile, language skills, professional experience, VAT number etc.
- 2.4. All data from the Offerer Questionnaire is recorded and stored in the id Ship/id Linked database.

For Companies

- 2.5. Through the registration as a Company, a free of charge contractual relationship between id Linked and the Company is initially created.
- 2.6.

- 2.7. The id Ship Company questionnaire (hereinafter “Company Questionnaire”), which follows the registration, must be answered in order to use the id Ship Service). The Company will be required to provide certain data such as company name, address, VAT number, etc.
- 2.8. All data from the Company Questionnaire is recorded and stored in the id Ship/ id Linked database.
- 2.9. Upon registration as Company and profile search entry the Company receives selected Offerer proposals that best match to his search criteria, if available. These include all information of the Offerer from the Offerer Questionnaire. However, the permission of the Offerer is required for id Linked to transmit the relevant personal information to the Company. The Company is then able to contact the proposed Offerer after such Offerer’s consent. The Company may process the personal data of the Offerer on its own responsibility.
- 2.10. After a first successful conclusion of a Mandate relationship, for which there is a notification obligation on the part of the Company immediately or latest within 10 calendar days after the agreement with the Offerer a partial one-off reimbursement of the registration fee will apply as stipulated in article 3.6/3.9 below.

3. Free and paid services

For Offerer

- 3.1. The registration as Offerer and use of id Ship Services is free of charge.
- 3.2. In case of a successful appointment of a Mandate by the Company, 10% of the Offerer’s first annual gross mandate fee is immediately payable as a fee by the Offerer to id Linked plus VAT.

For Companies

- 3.3. The **registration** as a Company is free of charge.
- 3.4. The Company may pass on his id Ship Services rights to his customers with the help of id Ship vouchers.
- 3.5.

4. Data protection information, security for the use of id Ship

- 4.1. Information on the processing of personal data (including Customer Data) and on the Customer's data protection rights can be found in the data protection notice on our website www.idlinked.eu.

- 4.2. id Linked or its service providers continuously strive to protect their Customers from possible disruptions. Including, for example, hacker attacks or spams. Extensive organisational and technical standards have been developed by id Linked's service providers, in order to avoid this as efficiently as possible. It is the Customer's responsibility to familiarise themselves with and follow the id Linked / id Ship security tips before using the id Ship Services. The Customer is required to follow all recommendations issued by id Linked in order to correct any error or anomaly. Id Linked disclaims all liabilities of any kind should the Customer refuse to follow such recommendations, unless the Customer possesses legitimate important reasons to reject such recommendations.
- 4.3. IT and communication problems or suspicion of wrongful behavior of other customers are encouraged to be reported by the Customer via E-Mail to (clientservices@idlinked.eu).

5. Termination and extension of the contract

For Offerers

- 5.1. The agreement can be terminated by the Offerer at any time effective immediately by clicking the "cancel membership" button within the profile area on the id Linked website.

For Companies

- 5.2. The agreement can be terminated by the Company at any time effective immediately by clicking the "cancel membership" button within the profile area on the id Linked website.
- 5.3. Either party may terminate this agreement at any time in case of a breach of its obligations under these terms by the other party where the defaulting party has failed to remedy its breaches within thirty (30) days from the receipt of a letter or an email (clientservices@idlinked.eu) mentioning the breach and the party's intention to terminate the agreement.
- 5.4. In case of a termination in accordance with the above provisions, the Customer shall pay to id Linked the price for the fees in relation to Mandates fully and finally completed at the time of termination.
- 5.5. In that event, a financial statement may be prepared by id Linked which shall mention, on the one hand, the amounts for the services fully and finally completed and, on the other hand, the amounts already paid by Customer.

6. Liability of id Linked

- 6.1. id Linked cannot be held responsible for incorrect information provided in the applications respectively id Ship Questionnaires of the Customers. Therefore, id Linked cannot accept any liability for the contents of the proposal prepared on the basis thereof, as well as the accuracy of the results of the id Ship Questionnaires and content of Customer Data.

- 6.2. id Linked is only responsible for the provision of the online services for the automatic provision of contacts. id Linked only provides the technical features which - under the conditions mentioned in clause 2 - in principle enables a contact to be made between Offerers and Companies. id Linked disclaims any liability of any kind in case of a failure of a mediation between an Offerer and a Company.
- 6.3. Furthermore, no liability is assumed by id Linked for the possible misuse of information and any content provided in id Ship. Despite the prohibition to do so, it is possible that Customers use the id Linked service in an inadmissible or unlawful manner. For such unauthorised or illegal use of id Ship, any liability of id Linked is excluded. Additionally, id Linked is not liable for the misuse by third parties of publicly accessible data and information which the Customers themselves have made available on id Ship.
- 6.4. id Linked does not guarantee the uninterrupted usability or accessibility of the id Ship Service or the proper and continuous accessibility to id Ship at all times. In particular, id Linked is not liable for disruptions in the quality of access to the id Ship Service, caused by force majeure or events beyond id Linked's control. Furthermore, the unauthorised access to Customer Data by third parties (e.g. through unauthorised access to the database by "hackers") is not id Linked's liability unless such unauthorised access is due to a gross negligence or wilful misconduct of id Linked. In any case, id Linked is not liable in case of any damage supported by a Customer due to a lack of security pertaining to the Customer's own hardware and software equipment.
- 6.5. The aim of id Linked is to provide its online services id Ship continuously 24 hours a day, seven days a week with a high availability on an annual average. However, excluded from this are downtimes such as, but not limited to, adjustments in the software or general maintenance work, being understood that a full and continuous accessibility of the online services via the internet cannot be guaranteed. This might happen due to technical or other problems arising out of the control of id Linked, or third-party service providers of id Linked, such as force majeure, fault of third-parties and service providers, or issues with the Customer's own hardware or connectivity systems.

It is the Offerer's and Company's responsibility to use the latest IT and browser technologies or to use it on their computer or tablet and smartphone in order to be able to use the id Ship Service in its entirety. This is essential, as it cannot be ruled out that the id Ship Services can only be used in part, should the Customer use outdated or non-market-standard technologies themselves or via their computer, tablet or smartphone.

7. Duties of the Customer and Responsibility

- 7.1. Customers are obliged to make all due payments to id Linked (see in this respect article 3) in due time. Payment must be made within ten (10) business days. In the event of a default in payment, id Linked is entitled to temporarily block the Customer's access to the id Ship Service.
- 7.2. The Customer is solely responsible for the content of their registration and thus for the information they provide about themselves. The Customer assures that any Customer Data provided is true and accurate. Should a Customer provide false statements and/or uses id

Ship for fraudulent purposes (including identity theft), such Customer may face criminal and also civil proceedings.

- 7.3. The Customer further assures that they use the id Ship Service exclusively for his Offerer or Company intentions. The Customer shall not use the Customer Data of other Customers for advertising or commercial purposes. Particularly, it is not permitted to systematically read other Customers' contents (e.g. by means of a program or by mere copying) and/or extract and reproduce any database in order to use such content for other purposes than the use of the id Ship Service as permitted under these general terms and conditions. In this respect, automatic reading of files by using computer programs is also prohibited.
- 7.4. The Customer commits to indemnify and hold id Linked harmless to the maximum extent permitted by applicable laws from any action, damage, loss or claim that may arise from its wrongful use of this id Ship Service. This applies particularly to damages for violation of privacy rights, insult, defamation, violation of these terms and conditions, as well as violation of intellectual property or other proprietary rights.
- 7.5. The Customer is obliged to treat e-mails and other messages confidentially. Without the consent of their author or without good cause, they must not make them accessible to third parties. The same applies to names, telephone and fax numbers, residential addresses, e-mail addresses and/or URLs or other personal data of other Customers.
- 7.6. The Offerer and Company agree to inform id Linked immediately, but at the latest within ten (10) calendar days, via profile, should there have been a successful conclusion of a mandate between the Offerer and Company.
- 7.7. The Customer commits to updating Customer Data at regular and reasonable intervals.
- 7.8. Furthermore, each Customer commits themselves not to misuse the id Ship Service, particularly:
 - not to use the service in a way that adversely affects the availability of the offers to other Customers;
 - not to upload any data containing a virus (infected software) or software or other material protected by copyright, unless the Customer has the necessary prior written consent from id Linked to do so.
- 7.9. Failure to comply with any of the obligations of conduct set out in clauses 7.1 - 7.8 may result in the following sanctions: warning of a Customer, limitation / restriction on the use of applications in the id Ship Service, blocking of use until facts are clarified (in particular in the event of multiple complaints from other Customers), request for comments in the event of suspected breaches of contract / law, partial deletion of content. The Customer's obligation to pay for ordered services, is not changed due to a blocking of access. Failure to comply with the obligations of conduct set out in clauses 7.1 - 7.8 may also lead to immediate termination of this agreement. Furthermore, civil and criminal consequences may be set into action against the Customer.

8. Communication

id Ship is an online service. As such, id Linked communicates with its Customers by email or via the homepage of id Ship (e.g. registration, creation of the profile, uploading of the resume/CV, acceptance of the General Terms of Contract, Data protection provisions and the contract confirmation, as well as invoices / reminders). For the provision of the main services (the mediation of profiles between Offerer and Company), as well as the conclusion of the contract itself, postal communication is excluded. For issues related to the conclusion of the contract, payment or E-mail communication, postal communication will be made possible.

The service password will be assigned by the Customer at the beginning of the membership. Such password is to be kept confidential by the user.

9. Rights of use and copyrights

Unless otherwise specified, all the content of id Ship, including but not limited to all text, images, photographs, content, logos, trade name, domain name, video or audio material, source code and machine code, software, database is protected as such by authors' rights, copyright, trademarks, designs, database rights and/or any other applicable intellectual property right, whether registered or likely to be registered (the "**Protected Content**").

Except as otherwise provided in these general terms and conditions, it is strictly prohibited to reproduce, copy, adapt and/or translate, edit, distribute, communicate, extract from its database or re-use, create any derivative work, or exploit in any manner, in whole or in part, on any medium (including electronic medium) whatsoever, the Protected Content, without the prior written and specific permission of id Linked. Access to and use of the id Ship Service shall not be interpreted as assigning or granting any license on the Protected Content, except where otherwise specified in these general terms and conditions.

The Customer is authorised to print and/or temporarily store copies of the Protected Content, without any permitted alteration, for his/her own personal use.

10. Applicable law, Competent court

10.1 The laws of the Grand Duchy of Luxembourg shall apply to any litigation arising out from the interpretation or execution of the present general terms and conditions.

10.2 Any dispute arising out of or in connection with these general terms and conditions shall be subject to the exclusive jurisdiction of the Courts of Luxembourg City.

11. Other

- 11.1 Third-party service providers and agents in Luxembourg or abroad can be commissioned by id Linked with the provision of parts or the entire range of id Ship services.
- 11.2 The remaining content of the contract shall not be affected, should any provision of the contract or the General Terms and Conditions be or become invalid or should the contract be incomplete.
- 11.3 The contractual language is **English**. The following German translation is not binding.
- 11.4 The current General Terms and Conditions may be downloaded by the Customer as a PDF file free of charge at any given time.
- 11.5 The registered id Ship customers can also use the services mentioned below under II.
- 11.6 id Linked reserves the right to modify the id Ship Service at any given time. Such change may be due to a change in the legal situation, or may result from an administrative decision or court order. Without any significant impact on the Customer, id Linked is entitled to change the id Ship Service, should security gaps and changes result from a purely technical or procedural nature. Service changes in the sense of this clause will not be impacted by changes with only an insignificant impact on the functions of id Ship.

IMPRESSUM

id Linked S.à r.l.

Client Services

6, Place du Marché

L-6460 Echternach

E-mail: clientservices@idlinked.eu

II Terms and Conditions for the use of id Market

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1. Subject matter of the contract

id Market is a B2B Online Platform and Data Bank Search Engine for various services and goods (hereinafter referred to as „Platform“ or „id Market“). The following platform terms and conditions are applicable to the free of cost use of the platform for non-registered users as well as for id Ship Customers (see above I 2.1; I 2.2 and I 2.6).

2. Service description

2.1 Non registered visitors of id Market and id Ship Customers:

Via the searching functionality „Service Directory“ id Linked offers id Market visitors and id Ship Customers the possibility to identify various companies in several jurisdictions depending on the search criteria selected, and to contact said companies. In addition, visitors of the "Service Directory" can give ratings to the Companies by assigning stars and by writing a small rating comment. However, a rating must first be approved by the Company before it is included in the ranking and becomes publicly readable. A visitor's rating can also be commented on by the Company.

2.2 Registered id Ship Customers:

Advertisements posted by the companies are recallable and their offers are not binding by law nor do they represent a contractual offer. The advertisements solely constitute part of an Online Catalogue and are non-binding offers to contact the offering company in case of interest.

Companies which already are customers of id Ship (see above I 2.6) can present their products and / or services to other id Ship Customers on id Market via the functionality „Marketplace“.

Access to the advertisements on „Marketplace“ is reserved to registered id Ship Customers.

Id Linked offers id Ship Customers the technical possibility to contact via the platform the companies which present various Services and products to id Ship Customers in their advertisements.

2.3 Advertisements posted by the companies are recallable and their offers are not binding by law nor do they represent a contractual offer. The advertisements solely constitute part of an Online Catalogue and are non-binding offers to contact the offering company in case of interest.

2.4 Contract conclusions are exclusively under the responsibility of the offering company and the non-registered and registered id Ship members. Similarly, the execution of the initiated contracts occurs solely between the Company and the platform users.

3. Access to use id Market / conclusion of contract

3.1 Service Directory

Id Linked provides all visitors and users of id Market with a list of companies which can be extracted from a database and sorted via a digital searching functionality (hereinafter „Service Directory“). A registration or membership is not required to access this list. Companies registered as id Ship Customers can be listed in the Service Directory free of costs. In order to do so id Ship Customers must contact id Linked via clientservices@idlinked.eu. Companies are only allowed to publish service advertisements in jurisdictions and countries where they are authorised to do so from a regulatory point of view.

3.2 Marketplace

id Linked provides id Ship Customers access to offers which the advertising companies exclusively provide to id Ship Customers. To access the offers id Ship Customers are requested to provide their email address and password when prompted.

3.3 For contracts originating on Marketplace id Linked can request a transaction fee or a one-off fee from the company which published the offer; such transaction fees are to be agreed upon separately between id Linked and the publishing company. In order to publish advertisements on Marketplace id Ship Customers are to contact id Linked via clientservices@idlinked.eu. Companies are only allowed to publish service advertisements in jurisdictions and countries where they are authorized to do so from a regulatory point of view.

3.4 The use of the platform or parts of its functionalities or its content and scope can be changed by id Linked at any given time.

4. Free and paid services of id Market

4.1 Service Directory:

Access and use of the Service Directory is free of costs for visitors, users and id Ship Customers. The registration in Service Directory is only possible for company members of id Ship.

4.2 Marketplace:

The publication of advertisements by Id Ship Customers (companies) on Marketplace is in principle free of costs. A possible transaction fee or publication fee for the benefit of id Linked has to be agreed upon separately between the participating companies and id Linked via an additional agreement.

5. Data protection information, security for the use of id Market

5.1 Information on the processing of personal and company related data (including Customer Data) and on the Customer's data protection rights can be found in the data protection notice on our website .

5.2 id Linked respectively its service providers continuously strive to protect their Customers from possible disruptions. Including, for example, hacker attacks or spams. Extensive organisational and technical standards have been developed by id Linked's service providers, in order to avoid this as efficiently as possible.

6. Termination and extension of the id Market contract

The conditions described above in I 5 are applicable for the use of Marketplace, as far as no contrary agreement has been entered by the companies and id Linked.

7. Liability of id Linked

7.1 id Linked cannot be held responsible for incorrect information provided in the entries published on id Market. Therefore, id Linked cannot accept any liability for the contents of the proposal prepared on the basis thereof, as well as for the accuracy of the results given by the platform and content of Client Data and published offers.

7.2 id Linked is only responsible for the provision of the online entries and the technical features under the conditions mentioned in clause II 2 and II. id Linked disclaims any liability of any kind in case of a failure of a mediation between a user and a company.

7.3 Furthermore, no liability is assumed by id Linked for the possible misuse of information and any content provided in id Market. Despite the prohibition to do so, it is possible that Customers use the id Linked service in an inadmissible or unlawful manner. For such unauthorised or illegal use of id Market, any liability of id Linked is excluded. Additionally, id Linked is not liable for the misuse by third parties of publicly accessible data and information which the Customers themselves have made available on id Market or to id Linked directly.

7.4 id Linked does not guarantee the uninterrupted usability or accessibility of the id Market Service or the proper and continuous accessibility to id Market at all times. In particular, id Linked is not liable for disruptions in the quality of access to the id Market Service, caused by force majeure or events beyond id Linked's control. Furthermore, the unauthorised access to

Customer Data by third parties (e.g. through unauthorised access to the database by "hackers") is not id Linked's liability unless such unauthorized access is due to a gross negligence or wilful misconduct of id Linked. In any case, id Linked is not liable in case of any damage supported by a Customer due to a lack of security pertaining to the Customer's own hardware and software equipment.

7.5 The aim of id Linked is to provide its online services id Market continuously 24 hours a day, seven days a week with a high availability on an annual average. However, excluded from this are downtimes such as, but not limited to, adjustments in the software or general maintenance work, being understood that a full and continuous accessibility of the online services via the internet cannot be guaranteed. This might happen due to technical or other problems arising out of the control of id Linked, or third-party service providers of id Linked, such as force majeure, fault of third-parties and service providers, or issues with the Customer's own hardware or connectivity systems.

It is the Customer's responsibility to use the latest IT and browser technologies or to use it on their computer or tablet and smartphone in order to be able to use the id Market Service in its entirety. This is essential, as it cannot be ruled out that the id Market Services can only be used in part, should the Customer use outdated or non-market-standard technologies themselves or via their computer, tablet or smartphone.

7.6 id Linked does not provide any representation or warranty that the available content on id Market are complete, accurate or up to date. The mere fact that an advertisement has been published or rated by visitors implies nothing about the probity or creditworthiness of the Company.

Responsibility for the content made available through id Market lies with the Company. Questions regarding the content of the content should be directed to the Company/person responsible for drawing up the advertisement.

8. Duties of the Customer and Responsibility

8.1 Customers are obliged to make all due payments to id Linked in due time.

8.2 The Customer is solely responsible for the content of their entries and thus for the information they provide about their company. The Customer assures that any Customer Data provided is true and accurate. Should a Customer provide false statements and/or uses id Market for fraudulent purposes (including identity theft), such Customer may face criminal and also civil proceedings.

The Customer further assures that they use the id Market Service exclusively for his Offerer or Company intentions. The Customer shall not use the Customer Data of other Customers for advertising or commercial purposes. Particularly, it is not permitted to systematically read other Customers' contents (e.g. by means of a program or by mere copying) and/or extract and reproduce any database in order to use such content for other purposes than the use of

the id Market Service as permitted under these general terms and conditions. In this respect, automatic reading of files by using computer programs is also prohibited.

8.3 The Customer commits to indemnify and hold id Linked harmless to the maximum extent permitted by applicable laws from any action, damage, loss or claim that may arise from its wrongful use of this id Market Service. This applies particularly to damages for violation of privacy rights, insult, defamation, violation of these terms and conditions, as well as violation of intellectual property or other proprietary rights.

8.4 The Customer is obliged to treat e-mails and other messages confidentially. Without the consent of their author or without good cause, they must not make them accessible to third parties. The same applies to names, telephone and fax numbers, residential addresses, e-mail addresses and/or URLs or other personal data of other Customers.

8.5 The Customer obliges themselves to update Customer Data and entries at regular and reasonable intervals and to inform id Linked correspondingly via clientservices@idlinked.eu.

8.6 Furthermore, each Customer commits themselves not to misuse the id Market Service, particularly:

- not to use the service in a way that adversely affects the availability of the offers to other Customers;
- not to upload any data containing a virus (infected software) or software or other material protected by copyright, unless the Customer has the necessary prior written consent from id Linked to do so.

8.7 The Customer commits to verify whether the services they may choose in the Service Directory are authorised in their jurisdiction.

8.8 Failure to comply with any of the obligations of conduct set out in the above clauses may result in the following sanctions: warning of a Customer, limitation / restriction on the use of applications in the id Market Service, blocking of usage until facts are clarified (in particular in the event of multiple complaints from other Customers), request for comments in the event of suspected breaches of contract / law, partial deletion of content. The Customer's obligation to pay for ordered services, is not changed due to a blocking of access. Failure to comply with the obligations of conduct set out in above-mentioned clauses may also lead to immediate termination of this agreement. Furthermore, civil and criminal consequences may be set into action against the Customer.

9. Communication

id Market is an online service. As such, id Linked communicates with its Customers by email or via the homepage of id Linked, id Ship and id Market (e.g. registration, acceptance of the General Terms of Contract, Data protection provisions and the contract confirmation, as well as invoices / reminders). The arrangement of the entries content is exclusively conducted via email. For the provision of the main services (the publication of advertorials and company data), as well as the conclusion of the contract itself, postal communication is excluded. For issues related to the

conclusion of the contract, payment or E-mail communication, postal communication will be made possible.

The service password will be assigned by the Customer at the beginning of the membership. Such password is to be kept confidential by the user.

10. Rights of use and copyrights

Unless otherwise specified, all the content of id Market, including but not limited to all text, images, photographs, content, logos, trade name, domain name, video or audio material, source code and machine code, software, database is protected as such by authors' rights, copyright, trademarks, designs, database rights and/or any other applicable intellectual property right, whether registered or likely to be registered (the "**Protected Content**").

Except as otherwise provided in these general terms and conditions, it is strictly prohibited to reproduce, copy, adapt and/or translate, edit, distribute, communicate, extract from its database or re-use, create any derivative work, or exploit in any manner, in whole or in part, on any medium (including electronic medium) whatsoever, the Protected Content, without the prior written and specific permission of id Linked. Access to and use of the id Market Service shall not be interpreted as assigning or granting any license on the Protected Content, except where otherwise specified in these general terms and conditions.

The Customer is authorised to print and/or temporarily store copies of the Protected Content, without any permitted alteration, for his/her own personal use.

11. Applicable law, Competent court

11.1 The laws of the Grand Duchy of Luxembourg shall apply to any litigation arising out from the interpretation or execution of the present general terms and conditions.

11.2 Any dispute arising out of or in connection with these general terms and conditions shall be subject to the exclusive jurisdiction of the Courts of Luxembourg City.

12. Other

12.1 Third-party service providers and agents in Luxembourg, in the European Union or in Switzerland can be commissioned by id Linked with the provision of parts or the entire range of id Market services.

12.2 The remaining content of the contract shall not be affected, should any provision of the contract or the General Terms and Conditions be or become invalid or should the contract be incomplete.

- 12.3 The current General Terms and Conditions may be downloaded by the Customer as a PDF file free of charge at any given time.
- 12.4 id Linked reserves the right to modify the id Market Service at any given time. Such change may be due including but not limited to a change in the legal situation, or may result from an administrative decision or court order. Without any significant impact on the Customer, id Linked is entitled to change the id Ship Market, should security gaps and changes result from a purely technical or procedural nature. Service changes in the sense of this clause will not be impacted by changes with only an insignificant impact on the functions of id Market.

IMPRESSUM

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