

STANDARD TERMS AND CONDITIONS

1. Standard Terms and Conditions

These Standard Terms and Conditions (the “**Terms**”) will apply to any services that Alantra Partners, S.A. also through its affiliates and subsidiaries (together, the “**Alantra Group**”) and through Alantra Group’s subcontractors, members, shareholders, directors, officers, partners, principals or employees (the latter, the “**Alantra Persons**”) will provide to you (“**you**” or the “**Client**”) whether or not such services are subject to a separate mandate or engagement letter (the “**Engagement Letter**”). Should an Engagement Letter be signed between us, the terms of any Engagement Letter shall prevail to the extent that they are inconsistent with these Terms and will supersede any previous standard terms and conditions.

These Terms shall also apply to any future contractual relationship related to, or in connection with, the Engagement Letter even if these Terms are not expressly referred to in collateral contracts.

Please signify your agreement to the provisions of these Terms by signing and returning the enclosed duplicate copy. These Terms shall commence with immediate effect.

2. Our Relationship With You

We will provide to you the professional services described in the Engagement Letter or otherwise agreed between us (the “**Services**”).

Alantra Group develops its business in different countries. As part of the Alantra Group, for the performance of the Services, we may appoint, upon our sole discretion, one or more members of the Alantra Group, or such other person or persons as we think fit to act as agent, delegate, sub-contractor or otherwise. Nevertheless, we will be responsible to you for the performance of the Services and our other obligations only under the terms set forth in these Terms and the Engagement Letter. References in these Terms or in the Engagement Letter to “Alantra”, “we” and “us” shall, save where the context otherwise requires, include Alantra Partners, S.A., any company of Alantra Group, any Alantra Person and an of its affiliates, agents, delegates or subcontractors.

We will provide the Services to you as an independent contractor and not as your employee, agent, partner, or joint venture.

The Services are rendered by us only in favor of the Client, thus, with the express exclusion of any liability towards third parties. Consequently, third parties cannot rely upon the Services provided by us without our prior written consent.

We will not be responsible for activities which are not included in the Services, including, by way of example and without limitation: (i) for giving or obtaining commercial advise or special advice or service in areas which are outside our expertise as well as all the services normally provided for by a legal, accountancy, tax or environmental adviser, or where you will (or customarily would) have other advisers involved; and (ii) for those matters for which you have agreed to provide or procure by persons other than ourselves.

In providing the Services, (i) we assume that: (a) all your directors and other officers and employees named by you from whom we receive instructions are duly authorized to give any such instructions; and (b) all information and documentation provided to us are true, complete and not misleading in any way unless otherwise indicated; and (ii) we do not undertake any liability for the completeness and correctness of the documents and information provided to us. We are authorized to do anything which is reasonable or necessary either for us to perform the Services or to comply with any applicable laws, rules, regulations, authorizations, consents or practices as may be reasonable or appropriate.

We have duly informed the Client, and signing this Terms, the Engagement Letter or any other agreement, the Client acknowledges, of the high complex level of the Services provided by us.

3. Fees and Expenses

As a consideration for the performance of the Services, you shall pay us the fees agreed in writing in the Engagement Letter or otherwise agreed between us and, in addition, you shall reimburse to us all reasonable and justified expenses incidental to, or incurred in connection with, the transaction(s) or matter(s) in respect of which the Services are provided which will be billed from time-to-time. Generally, these represent travel, accommodation, document production, telecommunications, courier costs, data room hosting, document translation and related matters.

For the sake of clarity, you shall pay your own fees and expenses incurred in connection with the transaction(s) or matter(s) in respect of which the Services are provided, including without limitation, those related to your legal counsels and auditors, any due diligence investigations conducted by third parties commissioned by you, the cost of any investor presentations, fees, and printing costs.

All amounts payable to us shall be paid net of, and without any deduction or withholding for or on account of, any current or future taxes, levies, duties, or charges. If applicable, all amounts charged will be invoiced together with value added tax or any other similar taxes. The payment of any amount shall be made within 30 days of from the presentation of the invoice by us and shall be made by wire transfer to the bank account specified in the invoice. Should the Client breach its obligation to pay the fees and expenses due to us after the expiry of the term of payment, Alantra reserves its right to suspend the performance of the Services, save for any other remedy provided for by the applicable law

4. Liability

Neither you nor us shall be liable to the other party for any delay and/or failure to perform the obligation under these Terms and the Engagement Letter if such delay and/or failure are as a result of force majeure events as per clause 6 of these Terms. No liability shall be incurred by us for any costs, expenses and damages (including administrative or tax fees) that may directly or indirectly arise from false information, misrepresentations or omissions of data or information and, in any event, from any errors, omissions or other actions exclusively imputable to you, your directors, officers, executives, employees, agents, subcontractors, representatives or consultant.

Save for the case mentioned above and except for the case of willful misconduct (dolo) or gross negligence (colpa grave) of Alantra pursuant to article 1229 of the Italian Civil Code and, in any case, subject to article 2236 of the Italian Civil Code, our liability for any loss or damage, however caused, suffered by you (or by your directors, officers, executives, employees, agents, subcontractors, representatives or consultant) arising from or in connection with the performance of the Services: (i) shall not extend to the loss of profits, to the indirect damages, including, without limitation, damages for loss of personal data; and (ii) shall be limited to the amount of the fees actually paid by the Client to us, as agreed in the Engagement Letter, if any, or if no amount is specified there, to the fees elsewhere agreed between the parties and actually paid to us in respect of the specific service giving rise to the liability in accordance with the terms of the Engagement Letter; therefore, any compensation for any further damage is expressly excluded.

You agree that any responsibility on our side shall be assumed by the Alantra Group company signatory of the Engagement Letter or that have agreed with the Client the performance of the Services and, accordingly, you may not make a claim or bring proceedings relating to the Services or otherwise under these Terms or the Engagement Letter against any other company of the Alantra Group not any Alantra Person, except to the extent that any losses or damages, incurred by you result from the gross negligence (colpa grave) or willful misconduct (dolo), in performing such Services by the Alantra Persons.

5. Indemnity

To the fullest extent permitted by applicable law you shall indemnify us and the Alantra Persons (each a "**Indemnified Party**") against any and all losses, claims, damages or liabilities (or actions in respect thereof) relating to, or incurred in connection with, the transaction(s) or matter(s) in respect of which the Services are provided; including any loss, damage or liability that may directly or indirectly arise from false information, misrepresentations or omissions of data or information and, in any event, from any errors, omissions or other actions exclusively imputable to you, your directors, officers, executives, employees, agents, subcontractors, representatives or consultant; and will reimburse any Indemnified Party for all expenses (including legal fees and expenses) as they are incurred in connection with investigating, preparing or defending any such action or claim, except where a court of competent jurisdiction has rendered a final judgment that such action or claim resulted primarily from our gross negligence, fraud or willful default.

6. Force Majeure

Neither you nor we shall be liable for breach of these Terms or the Engagement Letter (other than payment obligations) caused by any fact, event or circumstances beyond the reasonable control of the affected party (including, without limitation, fire, flood, storm, strike, war or hostilities between any nations, rebellion, accident, acts of God, or other similar and dissimilar causes beyond the reasonable control of such party) and that cannot be imputed to negligence, fraud or wilful misconduct of the affected party and that the latter could not have avoided, foreseen or limited using ordinary diligence.

7. Data Protection

Should the performance of the Services require the process by us of personal data on your behalf, such data will be processed upon the terms of [Appendix](#) to these Terms.

8. Consents and Regulatory Undertaking

You confirm that (save as disclosed to us in writing) you have maintained and agree that you will maintain for the entire duration of the Engagement Letter and these Terms, all necessary consents and authorisations for us to

carry out the Services. You agree that, in so far as may be relevant to the Services you will comply with all applicable laws and regulations in any relevant jurisdiction.

To the best of your knowledge, neither you, any of your affiliates nor any of its respective directors, officers, or employees (i) is currently the target of any international economic or financial sanctions or trade embargoes administered or enforced by the U.S., the United Nations Security Council, the European Union or other applicable sanctions authority ("**Sanctions**"); (ii) is engaged or has been engaged (within the previous five (5) years) in any dealings or transactions prohibited by Sanctions; (iii) is under administrative, civil or criminal investigation for an alleged violation of, or receive notice from or made a voluntarily disclosure to any competent authority that enforces Sanctions, anti-money laundering laws or anti-corruption laws; and (iv) will use the funds received in the transaction or matters contemplated by the Engagement Letter and these Terms, directly or indirectly, for the benefit of activities or parties subject to or in violation of Sanctions, including anyone listed on Sanctions lists. You shall promptly inform us in writing (email shall suffice) if you have breached the representation and warranty above or if you have reason to believe that such representation and warranty has been breached.

9. Information, Deliverables and Publicity

You will furnish or cause to be furnished to us such information as we believe appropriate to carry out the Services and for the transaction or matters contemplated by the Engagement Letter and these Terms to be implemented and you will provide us with access to your officers, directors, employees, auditors, counsels and other representatives. You will keep us informed at all times of any changes in strategy, any developments and any proposals or offers that you receive or might receive in the course of the transaction.

You will provide us with such assistance as may be necessary (including, where relevant, the provision of identification documents) to enable us to comply with our obligations under any applicable law or regulation and, especially, under anti-money laundering legislation. You are responsible for notifying us of any change that could affect or amend the information provided.

We will rely on the accuracy and completeness, without independent verification, of any information we receive in connection with this engagement. We will not independently evaluate or appraise any assets or liabilities that may be involved in this engagement. Consequently, you will be solely responsible for the content of the information furnished to us that is used in the course of our engagement and it should not be understood that we, through the elaboration of the documents regarding the transaction or matters contemplated by the Engagement Letter and these Terms (hereinafter the "**Deliverables**"), guarantee the completeness or accuracy of the content of such Deliverables regardless of whether the information contained in the Deliverables is validated (or not) by you.

The Deliverables are provided solely for your benefit and use. You agree that you shall not, without first obtaining our prior written consent, use our Deliverables, in whole or in part, for any purpose other than the specific purpose for which they were prepared, nor disclose it to any person other than to your other professional advisers who are advising you in connection with the transaction or matter to which the Services relate (who may not rely on our advice). For the avoidance of any doubt the term Deliverables includes, but is not limited to, reports, advice, memoranda and financial models prepared by us in connection with the Services.

The criteria used to prepare the Deliverables is based on estimates of future results and in light of the inherent uncertainties of any information concerning the future, some of these hypotheses might not materialize as defined therein. Also, the Deliverables are based on current economic and market conditions and, in case these vary in the future, they should be revised. In light of the foregoing, neither we nor any Alantra Person, auditors, counsels and other representatives accept any responsibility whatsoever for damages or losses that, directly or indirectly, may derive from the decisions that are adopted based on the Deliverables, nor of the use that the recipients make of the Deliverables.

We shall retain full ownership of the copyright and all other intellectual property rights in the Deliverables whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any Deliverable in its tangible form upon entire payment of our fees being however understood that Alantra remains the sole owner of the copyright and all other intellectual property rights contained therein.

You acknowledge and agree that we may describe or refer to our involvement in any transaction resulting from this engagement and the Services rendered in any advertisements placed in financial or other newspapers and journals (at our expense) and in any pitch, presentation or other such similar marketing materials which the Alantra Group uses as part of its ordinary course of services, in the web page of the Alantra Group or in its annual reports.

10. Confidentiality

In the course of our engagement, you may provide to us with information which is not available to the general public. We will treat this information as confidential and agree not to disclose it without your prior written consent.

This confidentiality undertaking does not apply to: (i) information which is or becomes publicly available otherwise than as a result of a breach of this undertaking by us; (ii) information which was already in our possession; and (iii) information required to be disclosed by law or the rules of any regulatory authority with which we or our relevant representatives are required to comply.

11. Full Services Firm

The Alantra Group is engaged in asset management and securities trading and brokerage, as well as providing capital markets and financial advisory services. As required by applicable laws, regulations and necessary and appropriate internal policies, the Alantra Group has in place "Chinese wall" procedures generally separating sales, trading and asset management areas of the firm from financial advisory. Accordingly, in the ordinary course of Alantra Group's trading, brokerage, financing services and asset management, the Alantra Group may at any time manage, hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities or loans of any company that may be involved in the transaction. It is further agreed that, to the fullest extent permitted by law, this engagement and the transactions contemplated hereunder do not give rise to any duties (including, without limitation, fiduciary, equitable, or contractual, and including any duties of confidentiality) which would preclude or limit in any way the ability of the Alantra Group to provide similar services to other customers, or otherwise to act on behalf of other customers; provided that no confidential information about you or obtained from you may be disclosed to or used by such other teams acting on behalf of such other customers. The Client acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the Alantra Group may be prohibited from disclosing information to you (or such disclosure may be inappropriate), including information as to the Alantra Group's possible interests as described in this paragraph and information received pursuant to client relationships.

Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Chinese Walls operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the agreement with you and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take such step.

12. Conflict of Interest

Circumstances may arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients. We have in place a conflicts of interest policy and arrangements to identify and prevent or manage conflicts of interest that arise between ourselves or our employees and our clients, between our affiliates and subsidiaries in the Alantra Group and between our different clients. However, these may not always be sufficient to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented. Where we do not consider that the effective organisational or administrative arrangements established under our conflicts of interest policy are sufficient to prevent or manage a particular conflict so to ensure that the risk of damage to your interests will be prevented, we will inform you of the general nature of the conflict and the steps taken to mitigate those risks.

On the other hand, the Client undertakes to promptly inform Alantra of any other information, event or circumstance from which may derive a conflict of interest on us in the performance of the Services and the Client undertakes to cooperate with Alantra in order to prevent, mitigate or cease those risks.

13. Termination

Either of us may terminate the arrangements between us by giving the other a fifteen-day prior written notice which shall be effective upon receipt, or, if it is received on a day that is not a business day, then it shall be considered received on the next business day.

All accrued rights and liabilities of the parties hereunder, or under the Engagement Letter (including, without limitation our rights to receive fees and expenses) and the terms of Clauses 3, 4, 5, 7, 9, 10, 12, 13, 14, 15 and 16 shall survive and remain in full force and effect, notwithstanding any termination or expiry of these Terms.

14. Miscellaneous

These Terms and the Engagement Letter constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto. If any of the terms of these Terms or the Engagement Letter shall be held to be invalid, illegal or unenforceable, such term or terms shall be deemed not to form part of our agreement and without prejudice to the enforceability of the remaining terms provided always that if any such deletion substantially affects or alters the commercial basis of our agreement, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

These Terms and the Engagement Letter may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement.

No failure or delay by you or us in exercising any of its rights under these Terms or the Engagement Letter will operate as a waiver of such rights, nor will any single or partial exercise will preclude any further exercise of such rights.

Any notice or consent to be given hereunder or under an Engagement Letter shall be deemed duly served and received upon receipt of a registered letter with acknowledgment of receipt, telegram with acknowledgment of receipt, fax or e-mail to the addresses, faxes and e-mails last notified by you to us and last notified by us to you.

15. Jurisdiction

Any dispute, controversy or claim arising out of, or in connection with, the Services or these Terms and/or the Engagement Letter (including any question about their existence, validity or termination or of any non-contractual obligations arising out of or in connection with them) shall be referred to and finally resolved in by the courts of the city of Milan.

16. Applicable Law

The governing law of these terms of business shall be the laws of Italy.

Appendix
Data Processing Rules

1.1. The following definitions shall apply to this Appendix:

- “**Data Protection Law**” means any legislation, regulation, directive statute, or other enactment, applicable to Alantra or the Client, relating to data protection or the Processing of Personal Data, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of such data (the “**GDPR**”), and any national implementing, derivative or related legislation, regulation statute or enactment and any statutory or binding regulatory guidance applicable in a country where Alantra operates, each as amended, extended, repealed and replaced, or re-enacted from time to time; and
- “**Processor**”, “**Controller**”, “**Personal Data**”, “**Data Subject**”, “**Personal Data Breach**”, “**Supervisory Authority**”, “**Process/Processing/Processed**”, “**Representative**” and “**Data Protection Impact Assessment**” shall have the same meaning as in the GDPR.

1.2. As the Controller, the Client shall comply with all the duties and obligations imposed from time to time on Controllers by Data Protection Law and, without prejudice to the foregoing, with respect to any Personal Data that the Client transfers or makes available to Alantra to provide the Services, the Client warrants and undertakes that the Client’s Processing, including the transfer to Alantra of that Personal Data, is and will be carried out in accordance with Data Protection Law.

The Client shall indemnify and keep Alantra indemnified from and against any and all losses, costs, expenses, claims and other liabilities (including, without limitation, any fines) incurred by Alantra as a result of any breach of this clause 1.2.

1.3. Without prejudice to Alantra’s obligation to comply with Data Protection Law when it acts as a Controller, Alantra, when it acts as the Client’s Processor, shall comply with Data Protection Law insofar as it specifically imposes duties and obligations on Processors and shall:

- (i) process Personal Data only on documented instructions provided by the Client in the Engagement Letter, including in regard to the transfer of any of the Client Personal Data to a country outside the EEA or an international organisation, unless required to do so by European Union or Member State law to which Alantra is subject; and in such a case, Alantra shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- (ii) where Members of the Alantra Group, as an international group, share Personal Data through their internal systems between their offices outside the EEA, implement appropriate safeguards and provide for enforceable Data Subject rights and effective legal remedies for Data Subjects, unless the European Commission or other competent body has decided that the country in question ensures an adequate level of protection.
- (iii) take all reasonable steps to ensure the reliability of staff having access to the Client Personal Data and ensure that persons authorised to Process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iv) pursuant to article 32 of the GDPR, Alantra has implemented the technical and organisational security measures attached herein;
- (v) not engage another party (a “**Sub-processor**”) to Process the Client Personal Data without the Client’s authorisation. The Client irrevocably gives Alantra general authorisation to engage Sub-processors provided that Alantra shall:
 - (a) ensure such Sub-processor’s Processing of such Personal Data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Data Protection Law or where such Processing is otherwise deemed to be subject to adequate levels of protection under Data Protection Law;
 - (b) ensure the terms and conditions on which such Sub-processor processes such Personal Data are not less onerous than those in this Appendix;
 - (c) inform the Client of any intended changes concerning the addition or replacement of any Sub-processor, giving the Client the opportunity to object to such changes; and

- (d) provide the Client with an up to date list of relevant Sub-processors on request and shall remain fully liable to the Client for acts and omissions of Alantra's Sub-processors;
- (vi) provide the Client with an up to date list of relevant Sub-processors on request and shall remain fully liable to the Client for acts and omissions of Alantra's Sub-processors;
- (vii) taking into account the nature of the Processing, assist the Client by the technical and organisational measures attached herein, insofar as this is possible and provided that the Controller cannot do it by itself, for the fulfilment of the Client's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the GDPR);
- (viii) provide reasonable assistance so as to enable the Client to ensure compliance with any obligations it may have in respect of data security, Personal Data Breach notification, Data Protection Impact Assessments, and consultations with any Supervisory Authority, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR) taking into account the nature of Processing and the information available to Alantra and provided that the Controller cannot do it by itself;
- (ix) at the choice of Client, promptly delete or return all the Client Personal Data to the Client after the end of the provision of Services relating to Processing or on the termination of the Agreement (whichever is earlier), and delete existing copies unless the law or any competent court, regulatory or other competent body requires Alantra to keep any of the Client Personal Data, in which case Alantra shall cease all Processing of the Client Personal Data except as required by law or any competent court, regulatory or other competent body and keep the Client Personal Data we retain secure and delete it on the expiry of the period for which we are obliged to keep it; and we may keep Client Personal Data which has been created pursuant to automatic back-ups of our IT systems;
- (x) make available to the Client all information necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Articles 28 and 30 of the GDPR) and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client; notify the Client without undue delay upon becoming aware of an actual or reasonably suspected Personal Data Breach. The notification shall at least specify:
 - (a) the time, date and location of the Personal Data Breach and a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned and approximate type and number of Client Personal Data records concerned;
 - (b) where possible, a description of the likely consequences of the Personal Data Breach; and
 - (c) measures taken and/or to be taken to mitigate the consequences of the Personal Data Breach; and
- (xi) notify the Client promptly of any:
 - (a) request received by Alantra for disclosure of the Client Personal Data by a law enforcement authority unless such notification is prohibited by law;
 - (b) request received by Alantra directly from a Data Subject relating to Client Personal Data; or
 - (c) request or inquiry received by Alantra from a Supervisory Authority relating to Alantra's Processing of the Client Personal Data.

1.4. The subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects are set out below in "*Data Processing Details*".

1.5. In the event of a dispute or claim brought by a Data Subject or investigation or action by a Supervisory Authority concerning the processing of the Client Personal Data against either or both of the Client or Alantra, they shall inform the other promptly about such dispute, claim, investigation or action and shall cooperate with a view to settling it amicably in a timely fashion.

Data Processing Details

Subject-matter of Processing:

The subject matter of the Processing of the Personal Data is set out in the Terms and in the Engagement Letter.

Duration of the Processing:

As long as the Engagement Letter is in force.

Nature and purpose of the Processing:

Alantra will process Personal Data for the purposes of providing the Services in accordance with the Terms and the Engagement Letter.

Categories of Personal Data:

Data relating to Data Subjects provided to Alantra in the course of the Services, by (or at the direction of) the Client, another third party or by Data Subjects. Examples of Personal Data may include contact details, personal details such as gender and date of birth, financial details, employment and educational details, family, lifestyle and social circumstances.

Categories of Data Subjects:

Data Subjects include the individuals about whom data is provided to Alantra in the course of the Services, by (or at the direction of) the Client, another third party or by Data Subjects. The Personal Data transferred may concern the following categories of Data Subjects and may arise out of prospective, historic or existing relationships between the Client and:

- *Partners, employees and other workers;*
- *Clients and customers;*
- *Advisors, consultants, other professional experts;*
- *Affiliates, business partners (including suppliers), associates and contacts made in the course of Client's business; and*
- *Any other data subjects who have a relationship with the four previous bullet points.*

Locations of Processing:

Personal Data will be stored in servers located in the European Union.

ALANTRA General Organizational and Technical Measures (Personal Data and Customer Data)

The following organisational and protection measures apply:

1.1. Government and policies

- (i) ALANTRA has within its organisation a person responsible for the personal data protection (Data Protection Officer).
- (ii) ALANTRA has mechanisms for communication and acceptance by employees around information security and personal data protection

1.2. Access control to premises, facilities and assets to prevent unauthorised persons from gaining access to data processing systems for processing or using Customer Data or Personal Data.

ALANTRA has deployed the following measures to control access to systems and data:

- (i) ALANTRA has not on-premises server infrastructure and holds its information in external Data Centres and on Microsoft Cloud.
- (ii) ALANTRA's Data Centres are provided by industry recognized tiered providers, with:
 - Multiple certifications that may include: ISO 9001, 14001, 27001, 50001, and OHSAS 18001.
 - 24-hour security.
 - Restricted access with mechanisms for physical access control to the facilities.

1.3. Access control to systems to prevent data processing systems from its potential unauthorized access and use.

- (i) ALANTRA user accounts are required to access ALANTRA systems. Access is restricted to authorised support personnel and the assigned system owner.
- (ii) ALANTRA has an identity management system which is aligned with the ALANTRA human resources processes providing full lifecycle management for ALANTRA Users Accounts and access to data.
- (iii) ALANTRA user accounts and access are revoked immediately upon termination of employment of such ALANTRA user account, including disconnection of active remote access sessions.
- (iv) ALANTRA user accounts are generated on a per-individual basis and are required to access ALANTRA systems.
- (v) ALANTRA has implemented the following policies to prevent data processing systems from being used without authorisation:
 - Unique user identifiers (User IDs) to ensure that activities can be attributed to the responsible individual.
 - Controls to ensure generated initial passwords must be reset on first use.
 - Controls on the number of invalid login requests before locking out a User.
 - Controls to force a User password to expire after a period of use.
 - Controls to terminate a User session after a period of inactivity.
 - Password history controls to limit password reuse.
 - Password length controls Password complexity requirement.

(vi) ALANTRA has in place the following measures for administrator accounts:

- Use of different accounts for privileged access and day-to-day access.
- Existence of a process for periodic review of identities.
- Out of the Corporate Network a second factor of authentication is required to gain access to the Office 365 platform.

1.4. System and application security

- (i) ALANTRA has implemented a secure configuration guide for the installation of operating systems, application server, databases and network equipment.
- (ii) ALANTRA applies good security practices to protect the integrity of the Domain Name System (DNS) areas.
- (iii) ALANTRA has implemented malware detection mechanism in systems handling personal data (e.g. endpoints, server applications, databases).
- (iv) ALANTRA has an up-to-date process of identification, assessment and timely installation of security updates and patches if applicable.
- (v) ALANTRA has implemented a network segmentation according to the nature and importance of the information process, supported by network segregation mechanism (firewalls, VLAN).
- (vi) ALANTRA has implemented at its headquarters network access control mechanisms allowing access only to authorised devices (e.g. identified through internally recognized digital certificates).
- (vii) ALANTRA has secure remote access mechanisms (SSL VPN) with a strong authentication mechanism.

1.5. Availability control to ensure that Personal Data and Customer Data are protected against accidental destruction or loss and Business Continuity.

- (i) ALANTRA has back-up policies which in many instances are executed daily.
 - (ii) ALANTRA has a 24/7 network and security operations centres to respond to network and security related incidents and provide continuous monitoring of our systems.
 - (iii) ALANTRA maintains a formal incident response and cyber crisis plan that includes standard actions and engagement for incident handling that includes notification to the customer or the relevant individual or entity and authorities.
 - (iv) ALANTRA maintains a formal incident response and cyber crisis plan that includes standard actions and engagement for incident handling that includes notification to the customer (or the relevant individual or entity) and authorities.
 - (v) **Disaster recovery.** ALANTRA or its Sub-processor may utilise disaster recovery with separate required hardware, software, and Internet connectivity, in the event ALANTRA's Sub-processor production facilities at the primary Data Centre were to be rendered unavailable. ALANTRA's Sub-processor has disaster recovery plans in place and tests them at least once per year.
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