



# Strålfors General Terms and Conditions (SGTC)

Applicable commencing 01.08.2011. See [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions)

## 1 Scope

1.1 These General Terms and Conditions (hereinafter referred to as "SGTC") govern services which Strålfors AB and other companies in the Strålfors AB group ("Strålfors") perform in accordance with a specific agreement (the "Agreement") which refers to SGTC.

1.2 Any deviation from SGTC is conditional upon a specific agreement to that effect by Strålfors and the Customer. Such an agreement shall take precedence over these SGTC.

## 2 Definitions

**Agreement:** The agreement as well as appendices appurtenant thereto which refer to these general terms and conditions (SGTC).

**Documents:** The concepts, ideas, improvements, data, proposals, business and marketing plans, algorithms, processes, formulae, drawings, schematics, blueprints, flow charts, models, prototypes, computer program, software, techniques, instruction and training manuals, printed circuits, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, show-how and advertising copy, testing procedures and testing results provided by Strålfors to the Customer directly or indirectly within the framework of the Services and whether created specifically for the purposes of the Services or otherwise.

**Intellectual Property Rights:** All of the following intellectual property rights: (i) patents, patent applications, patent rights, inventions whether or not patented or patentable and all improvements thereto; (ii) company names, business names, shop signs, trade dress, logos, slogans, mask works, registered and unregistered designs, trademarks and related registrations and applications for registration; (iii) copyrights in both published and unpublished works whether or not registered including without limitation all compilations, databases (including *sui generis* rights on databases), software (including all underlying and related source, object codes and source codes), manuals and other documentation and all copyrights registrations and applications, and all derivatives, translations, adaptations, and combinations of the above; (iv) Internet domain names with any extensions and (v) know-how, trade secrets, confidential or proprietary information, techniques and research in progress.

**Material:** Any material or document, in any form whatsoever, and notably any plan, schematics, tables, drawings, models, computer programs,

software, instruction manuals, Customer Order, Production Plan, Production Documentation and/or Prepress provided by the Client or on behalf of the Client, directly or indirectly to Strålfors or Strålfors' subcontractors within the framework of the Services and whether created specifically for the purposes of the Services or otherwise.

**Personal Data:** The personal data, as defined in Article 2 of French law n°78/17 of January 6, 1978, on data processing and individual liberties.

**Posten AB group:** Each company and other legal entity in which Posten AB (publ), or another company which may replace Posten AB as the group's parent company, directly or indirectly exercises an operative influence from time to time.

**Services:** The services provided by Strålfors to the Customer, as set out in the Agreement.

**SGTC:** Strålfors General Terms and Conditions applicable from time to time, which are available at [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions).

**Strålfors AB group:** Each company and other legal entity in which Strålfors AB exercises a direct or indirect operational influence from time to time.

**Special Terms and Conditions:** The Special Terms and Conditions of the Agreement applicable from time to time which take precedence over SGTC and which govern the different services which are covered by the Agreement. The Special Terms and Conditions for each service are available at [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions).

## 3 Prices

The Customer shall pay prices and fees in accordance with the Agreement. All prices and fees are stated exclusive of VAT.

## 4 Payment terms and conditions

4.1 Unless otherwise provided in Special Terms and Conditions, payment shall be made not later than ten (10) days from the date of invoice.

4.2 The due date is the date on which the payment must be booked on the account designated on Strålfors' invoice.

4.3 Strålfors may charge an invoicing fee. The invoicing fee, where applicable, shall be stated on the invoice.

4.4 The Customer shall provide Strålfors with the correct invoicing address and keep Strålfors informed of any changes. If an invoice does not reach the Customer because the Customer has failed to inform Strålfors

of a change of invoicing address, Strålfors may re-issue the invoice on the Customer's expense. Re-issuing of the invoice shall not relieve the Customer of its obligation to pay in due time in accordance with the original correct invoice.

4.5 Pursuant to article L. 441-6 of the French Commercial Code, in the event that the Client would not comply with its obligation to pay the invoice on its due date, late penalties, calculated at a rate equal to three times the legal interest rate in force as at the date on which the payment of the invoice is due will be owed by the Client in case of late payment. Such penalties that will be due without the requirement to send any reminder will start accruing as from the payment deadline of the invoice until the date on which the effective payment is performed. Payment will only be deemed performed after the entire and effective payment of the price for the services and late penalties is credited on Strålfors' account.

4.6 A company in the Strålfors AB group shall be entitled to assign a claim and the right to receive payment under the Agreement to another company.

4.7 Any complaint regarding errors in an invoice or other payment demand from Strålfors must be made within a certain time in order to be asserted against Strålfors; see section 17.

## 5 Generally regarding Strålfors' undertakings

5.1 Strålfors undertakes, during the contract term, to provide services in accordance with the Special Terms and Conditions applicable from time to time, agreed specifications, and otherwise in accordance with the Agreement. Strålfors shall perform its undertakings under this Agreement with care and otherwise in a professional manner.

5.2 Strålfors shall be entitled to engage subcontractors for performance of its undertakings under this Agreement. Strålfors shall be liable for the subcontractor's performance of such undertakings.

5.3 Strålfors shall ensure that data is stored at Strålfors pursuant to Strålfors set rules for data security such that nothing is lost and no unauthorised party gains access thereto. Strålfors shall not be liable for transfer errors, distortion or loss of data or otherwise for security in conjunction with transfer of data in the telephone network, via the Internet or via its own connection. The Customer shall be liable for its own communications solutions pursuant to section 8.

5.4 To the extent that the Customer wishes Strålfors to handle and administer contact with the distributor of postal items or goods selected by the Customer, e.g. notification, Strålfors can undertake to do so in accordance with the Customer's instructions. The Customer shall ensure that Strålfors is informed of the Customer's distributor's current sorting instructions, deadlines, requirements and rules for notification, etc. The Customer shall be obliged to perform, correctly and in due time, the prerequisites which Strålfors deems necessary for Strålfors to perform the service ordered by the Customer in respect of contact with the Customer's distributor. Strålfors shall be entitled to invoice the Customer for time expended in establishing routines and systems, as well as the maintenance thereof, and for time expended in carrying out the day-to-day routines necessary for notification, other contact, or handling of the Customer's distributor. Strålfors shall have no liability for additional costs incurred due to delayed, erroneous or missing notification or suchlike unless Strålfors has itself caused the event which led to the delayed, erroneous or missing notification or suchlike.

## 6 Infringement of intellectual property rights

6.1 Strålfors shall ensure that the Customer can utilise the Services on the terms and conditions which are stated in the Agreement and that the Documents do not constitute direct infringement of any third party French patent, copyright or registered design effective in France. The Customer shall not be entitled to seek any remedy as a result of infringement of an Intellectual Property Right beyond that which is set forth in this section 6.

6.2 Where a claim for infringement is made in France against the Customer arising out of the alleged direct infringement, by the Services, of a French patent, copyright or registered design effective in France of any third party, Strålfors undertakes, at its own expense, defend the Customer against such claim. Strålfors' undertakings shall only apply provided that the Customer gives Strålfors:

(i) prompt written notice of such claim or allegation or threat of claim, as soon as it has notice of it or has learnt of it;

(ii) authority to conduct, control and direct all litigation resulting from any claim with its own lawyers and/or to settle any claim and direct all negotiations relating to it; and

(iii) such information and prompt assistance as Strålfors may request, at Strålfors' expense, in connection with such defense and/or settlement

Within the framework of any claim for infringement made in France against the Customer, arising out of any third party alleging that the Services directly infringe a French patent, copyright or registered design of any third party, the Customer may intervene in the proceedings, at the Customer's own expense and by counsel of its choice, it being specified that the defense of the claim will be controlled by Strålfors.

Provided that the Customer complies with the foregoing, Strålfors shall compensate the Customer for damages which the Customer may, by virtue of a final settlement which has the force of "*res judicata*" or final court judgment which has the force of "*res judicata*", become liable to pay to a third party as per section 6.

If the Services or any Document becomes, or in the Customer's or Strålfors' reasonable opinion is likely to become, the subject of any claim arising from or alleging infringement, misappropriation or other violation of any right of a third party, Strålfors, shall have the option, at its expense, to (i) modify the Services or any Document so that it is non-infringing; or (ii) obtain for the Customer a right to continue using the Services or any Document. If it is not commercially reasonable to perform either of the above options, then Strålfors may terminate the Agreement on notice and refund any amounts that Strålfors would possibly be required to refund to the Customer.

6.3 Strålfors shall have no liability if the Services or any Document are used (i) contrary to the terms and conditions of the Agreement, the General Terms and Conditions, the Special Terms and Conditions or any notice or documentation provided with such Services or Document; (ii) on hardware equipment other than those set forth, when applicable, in the Agreement, the Special Terms and Conditions or any notice or documentation provided with such Services or Document; (iii) in conjunction with other programs interfacing with the Services or Document other than in accordance with the Agreement, the Special Terms and Conditions or any notice or documentation provided with such Services or Document; unless expressly authorized by Strålfors.

6.4 In case of a complaint, claim, action of a third party on the ground of the infringement or the breach of an Intellectual Property Right, of insulting or defamatory acts, privacy, image right or personality rights, or on the ground of unfair competition or passing off, due to the use, storage, reproduction, representation, adaptation, use, exploitation in general, by Strålfors or Strålfors' subcontractors, of the materials provided to Strålfors in order to perform the Services, and notably the Material, the Customer undertakes to hold harmless, to defend and to indemnify Strålfors of all costs, claims, damages, sentence, indemnity or expenses (including Strålfors attorney's fees), as well as all amounts relating to a settlement or ordered to be paid by a judicial

decision and relating to such complaints, claims or actions.

## 7 Generally regarding Strålfors' liability and limitations of liability

7.1 Strålfors shall be liable for the services only to the extent expressly stated in the Agreement.

7.2 Strålfors shall not be liable where Strålfors has duly exercised normal caution.

7.3 Strålfors shall also not be liable where the defect or deficiency in the service is due to circumstances beyond Strålfors' control and which Strålfors could not reasonably have been expected to foresee at the time the service was provided and the consequences of which Strålfors could not reasonably have avoided or overcome.

7.4 Strålfors shall not be liable for any misuse by or on behalf of the Customer or any other person of the Services, any of the Documents or any of the Intellectual Property Rights derived from the Documents or from the Services.

7.5 The aforementioned shall apply where a sub-contractor or a representative of Strålfors is prevented from performing any duties on behalf of Strålfors as a result of such circumstance.

7.6 Strålfors shall not be liable for defects or delays resulting from the Customer's failure to fulfil its undertakings under the Agreement; see, particularly, section 8.

7.7 Unless otherwise stated in the Agreement, Strålfors' liability shall be limited to the payment made by the Customer for the service during the invoicing period in which the damage occurred.

7.8 Under no circumstances shall Strålfors be liable for indirect or consequential loss, such as lost profits, lost markets, or other similar damage or loss.

## 8 Generally regarding the Customer's undertakings and liability

8.1 The Customer shall ensure that necessary permits from governmental authorities and other third parties are in place and that any fees in conjunction with utilisation of the service which are payable to any party other than Strålfors are paid.

8.2 To the extent that the service entails the Customer's provision of its own equipment or software, the Customer shall be liable therefor.

8.3 The Customer shall itself procure the line and telephon services required in order to communicate with Strålfors or a third party. The Customer shall pay all line and telephony costs for such communication. Strålfors are not liable for communication and telephone services.

8.4 The Customer undertakes to hold Strålfors harmless for all costs and all other damage incurred by Strålfors as a result of the Customer's utilisation of the service in contravention of the Agreement.

8.5 To the extent the Customer shall provide Material the Customer

shall be responsible for Material as follows:

- The Material shall be sent to Strålfors in an agreed format and shall carry no virus or otherwise risk damaging or having a negative impact on Strålfors' services or systems.

- The contents of the Material shall be complete and meet the requirements set forth in the Agreement. The Customer shall be responsible for making backup copies of the Material sent to Strålfors.

- The Material may not infringe any copyright, trade mark, or other Intellectual Property Rights.

- The Material may not violate any act, ordinance, public authority instruction, use, or custom, e.g. the Marketing Practices Act and generally accepted marketing practices.

- The Material may not risk causing offence.

- The Material may not contain personal data in violation of the Personal Data Act (Swe: Personuppgiftslagen).

- The Material may not contain incorrect information.

- The Material may not contain elements of pornography, violence, or incitement against ethnic groups.

8.6 The Customer shall be liable for loss, damage, delay, defects or deficiencies in the service which are caused by the content of the Material or transfer of the Material, or by the Customer's delay in the provision of the Material.

8.7 Where Strålfors is of the opinion that the Material or the Customer's use of the service in general is in violation of the provisions of section 8.5, 8.6 or that which is otherwise agreed, the Customer must immediately effect rectification. In the event Strålfors considers such rectification to be insufficient, Strålfors shall be entitled to terminate the Agreement prematurely pursuant to section 16.

8.8 To the extent the Customer shall be provided with Documents, the Customer shall:

- Use any Document in a proper and prudent manner, only in accordance with Strålfors instructions, and procure that no modification, adaptation or decompilation are made to any such Document without the written prior consent of Strålfors.

- Except as otherwise provided in the Agreement, not attempt to maintain, repair or adjust the Document, not engage any third party to do so and notify promptly Strålfors if the Document is not operating correctly or need maintenance.

- Not use, in conjunction with the Document, any accessories, complementary attachment or additional equipment other than that which has been supplied or approved in writing by Strålfors.

- Supply to Strålfors a list of its authorised users, maintain the list up to date and not exceed the number of authorised users set forth in the

Agreement or in the Special Terms and Conditions, if applicable.

## 9 Events that requires action

In the event that Strålfors, in the performance of the services, is obliged to act without first obtaining instructions from the Customer or, where applicable, the recipient, such actions shall be deemed to be taken on behalf of the Customer or the recipient, and such party shall bear the risk thereof.

## 10 Intellectual property rights and software

10.1 Strålfors shall retain all Intellectual Property Rights relating, directly or indirectly, to the Services and in any and all Documents.

The Documents and, when applicable, the Intellectual Property Rights derived from the Documents or the Services, may be used by the Customer only, in connection to the Services solely, pursuant to the terms of the Agreement and/or the Special Terms and Conditions and in any case for no longer than the duration of the Agreement. Such non exclusive, non transferable right to use is granted to the Customer upon full payment of the Price and all the fees relating to the Services.

Accordingly, the Customer may not represent, broadcast or make available to the general public Documents and, when applicable, the Intellectual Property Rights derived from the Documents and the Services. Nor may the Customer reproduce, adapt, translate, commercialize, modify, develop, or sub-licence the Documents and, when applicable, the Intellectual Property Rights derived from the Documents and the Services, have access to source code or use, without such list being exhaustive, any document, material, information, data or Intellectual Property Right owned by Strålfors and which right to use has not been expressly granted to the Customer by Strålfors.

10.2 The Customer shall provide the Material in accordance with the Special Terms and Conditions or the Customer Assignment. The Customer shall be liable for defects or delay in the Services due to defects in the Material, errors in conjunction with transfer of the Material or the Customer's delay in the provision of the Material.

The Customer expressly declares that it owns or controls the rights over all materials provided to Strålfors in order to perform the Services, and notably over the Material, and that their storage, reproduction, representation, adaptation, use, exploitation in general, so as for Strålfors or its subcontractors to perform the Services, is not susceptible to constitute an infringement of an Intellectual Property Right, found an unfair competition, passing off or any misappropriation, of a third party's rights.

The Customer also warrants the peaceful enjoyment of the rights granted to Strålfors against any disturbances, claims or evictions. In this respect, the Customer expressly warrants that the materials provided to Strålfors in order to perform the Services, and notably the Material, are originals or free of rights, that

they do not contain anything illegal or in contravention of any right of a third party, they may not fall under the scope of the laws notably relating to insulting or defamatory acts, privacy, image right and all personality rights, infringement, unfair competition or passing off, such warranty against any disturbances, claims or evictions in this respect and their financial or indemnity consequences being an essential and decisive condition of the Agreement.

The Customer notably assures that the materials provided to Strålfors in order to perform the Services, and notably the Material, do not incorporate any work which could result in the liability of Strålfors : if the Customer has included in such items works of which it is not the author (illustrations, maps, photographs, quotations...) the Customer undertakes to obtain the necessary authorizations so as to reproduce them and to make available these authorizations to Strålfors and warrants Strålfors against any disturbances, claims or evictions in this respect.

10.3 The Customer hereby grants Strålfors a royalty free, non exclusive and irrevocable license to copy, use, represent, adapt and, if applicable, translate any Material provided by the Customer to Strålfors within the framework of the Services.

10.4 The Customer authorizes Strålfors to announce (either verbally or in writing), for marketing purposes notably, that it has undertaken the Services for the Customer.

## 11 Confidentiality

11.1 Strålfors and the Customer may not inform third parties regarding the Agreement unless otherwise agreed in writing. The aforementioned shall only apply unless otherwise prescribed by law. However, both parties shall be entitled to provide such information regarding the Agreement as required to enable a supplier or service provider to perform its services. Such information shall not include price information. The supplier or service provider which receives information regarding the Agreement must also be required to comply with the confidentiality provisions above. Strålfors may inform other Strålfors companies in respect of the Agreement.

11.2 Where either of the parties is required to notify a public authority of the Agreement, such shall occur with a request that the Agreement be classified as confidential while lodged with the public authority. In the event of such notification, the other party shall be notified in writing.

11.3 The Customer shall ensure that documentation and instructions provided pursuant to agreements with Strålfors are stored in a secure manner and do not come into the possession of unauthorised persons, and that such documentation and such instructions are returned to Strålfors upon the termination of this Agreement.

11.4 The provisions regarding confidentiality in this section shall apply during the term of the Agreement and for a period of five years thereafter.

## 12 Amendments and supplements

12.1 SGTIC and the special terms applicable to the Agreement (jointly the "Customer Terms") are published on [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions). The Customer is responsible for keeping apprised of the applicable Customer Terms. The Customer is aware and acknowledges that the Customer Terms may be amended. Amendment may take place in any of the following ways.

12.2 The Customer Terms may be amended once per year through publication on 1st December on [www.stralfors.fr/conditions](http://www.stralfors.fr/conditions). The amendment is described in conjunction with the publication. The amendment normally enters into force on 1st January of the subsequent year, unless a later date is stated. When an amendment enters into force, the new version of the term shall be applicable. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the Agreement immediately. In such a case, the Customer must notify Strålfors thereof not later than the final weekday prior to the amendment date.

12.3 Notwithstanding the provisions of the preceding paragraph, Strålfors shall be entitled to amend the Customer Terms on other and/or more occasions than stated above where Strålfors believes that the amendment is necessary. In such cases and in those cases where Strålfors and the Customer have agreed that the preceding paragraph shall not be applied, amendment shall take place in the following manner. Strålfors shall send notice to the Customer at least 30 days prior to the entry into force of the amendment. If the Customer does not wish to accept the amendment, the Customer shall be entitled to terminate the agreement on the day on which the amendment enters into force with respect to the service or services affected by the amendment. In such case, the Customer must notify Strålfors thereof not later than the final weekday prior to the amendment date.

12.4 Strålfors shall not be entitled to apply the provisions of the preceding paragraph to amend the Customer's price terms, unless expressly stated in the Agreement.

12.5 Amendments or supplements to the Agreement shall only be valid where effected through a written document (referred to as Supplemental Agreement) which must be signed by authorised representatives of the parties.

12.6 Strålfors shall, however, be entitled to amend or set aside contract provisions immediately when necessitated by any law, ordinance or public authority or municipality decision, including price changes as a consequence of changed taxes or other charges.

## 13 Notices

All notices from one party to the other party must be sent to the address specified in the Agreement, or to a new address as specified subsequent to the execution of the Agreement, or otherwise to the last known address.

## 14 Changed circumstances

The Customer must inform Strålfors in respect of changes – especially with regard to name or company name, address, and where applicable, credit cards and account numbers for direct debit transfers - which, taking into account agreements between the parties, are of significance for Strålfors. All changes must be notified in good time.

## 15 Assignment

15.1 The Customer's rights and obligations in accordance with the Agreement may not be assigned to a third party without Strålfors' written consent. A new agreement must be executed in the event of any change in the corporate form of the Customer.

15.2 Strålfors shall be entitled, without the Customer's consent, to assign its rights and obligations, in one or more stages, in whole or in part, to any company within the Posten AB group.

## 16 Premature termination

16.1 A party shall be entitled to terminate the Agreement with immediate effect in the event that:

- The other party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following demand therefor;
  - The other party is subject to a winding up (*dissolution*), a winding procedure (*procédure d'alerte*) initiated by its statutory auditors or its employees' representatives, interim administration proceedings (*administration provisoire*), mandat ad hoc, conciliation, safeguard, accelerated financial safeguard, judicial reorganization (*redressement*) or judicial liquidation proceedings, or any similar or close proceedings under foreign law.
  - The other party is in default of payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a demand for rectification of the breach.
- 16.2 Strålfors is entitled to terminate the Agreement if a customary credit check in connection with the execution of the Agreement shows that the Customer's financial situation is such that there are strong reasons to suspect that payment will not be made in time.

16.3 The Customer shall not be entitled to a refund of payments made due to the premature termination of this Agreement by Strålfors in accordance with this section. In the event the Agreement is terminated as prescribed in the ordinary provisions governing termination, fees paid for a service shall be refunded insofar as such fees relate to the period after the Agreement has ceased as regards such service.

16.4 Upon termination of the Agreement for any reason: (i) all license rights, if any, granted to Customer shall immediately terminate; (ii) the Customer undertakes to stop any exploitation or operation of the Services, the Documents under license and, when applicable, of the Intellectual Property Rights derived from the Documents or the Services under license; (iii) the Customer shall

immediately pay to Strålfors all amounts due and outstanding as of the date of such termination or expiration; and (iv) the Customer shall promptly return to Strålfors, or destroy and certify the destruction of, all copies of the Documents.

## 17 Notice of complaint

17.1 In the event notice of complaint is not given in due time, the defect cannot be asserted against Strålfors.

17.2 Complaints shall be made to Strålfors without unreasonable delay. Remarks and claims cannot be made later than three months from the day on which the Customer became aware, or should have become aware of, the basis for the claim.

17.3 Complaints about errors in an invoice or other payment demand from Strålfors must be made not later than the due date.

## 18 Limitations period

18.1 Claims against Strålfors must be brought within a period of one year from the day specified below. Where claims are not brought within the prescribed period, the right to bring the claim shall be forfeited.

18.2 The time shall be calculated from the day on which the Customer became aware, or should have become aware, of the basis for the claim.

## 19 Processing of personal data

19.1 Within the framework of the Services, in its capacity as Personal Data assistant, Strålfors may carry out processing of Personal Data on behalf of the Customer. In such cases, the Customer shall qualify as data controller and Strålfors as data processor. The personal data may be provided on IT-medium for processing at Strålfors' subcontractors in France, within EU/EEA states and, subject to the Customers' implementation of appropriate measures, outside the EU/EEA.

19.2 The Customer will be responsible for ensuring that any processing of Personal Data does not violate applicable privacy or personal data protection legislation and Strålfors shall not be obliged to perform the Services, in whole or in part, in the event Strålfors is of the view that the protective measures that the Customer considers necessary cannot reasonably be implemented.

19.3 In compliance with Article 35 of French law n°78/17 on data processing and individual liberties, the Customer undertakes to enter into a written agreement with Strålfors so as to specify the obligations incumbent upon Strålfors as regards the protection of the security and confidentiality of the Personal Data, it being reminded that Strålfors, as data processor, shall only process the Customer's Personal Data: (i) for the purpose of the Services and (ii) upon instructions from the Customer.

19.4 For any Personal Data processed by Strålfors in connection with the Services, Strålfors will exert its best efforts to take appropriate technical and organizational measures to protect the security and the confidentiality of the Personal Data, taking into account (i) the technical possibilities available, (ii) the costs for

implementing the measures, (iii) the specific risks associated with the relevant processing of Personal Data; and (iv) the degree of sensitivity of the Personal Data which is processed.

19.5 For any Personal Data processed by Strålfors in connection with the Services, Strålfors will exert its best efforts to co-operate, as far as is reasonable, with the Customer, in (i) restricting the access to Personal Data to such persons who require the data in order to perform their work duties, are subject to a confidentiality obligation and are informed of the manner in which they can process the Personal Data, (ii) enabling the Customer to ensure Strålfors' compliance with the Customer's instructions and (iii) in exchange for a compensation from the Customer, complying with any access, rectification, update or removal requests of data subjects.

19.6 When the Services or an element of the Services has been completed, Strålfors shall store the Personal Data, for retrieval purposes, in the event of production errors or for archiving during the period of time set forth in writing by the Customer. Following storage, the Personal Data shall be destroyed or returned to the Customer in accordance with the Customer's instructions.

19.7 This provision regarding the processing of personal data shall apply also to the extent Strålfors retains subcontractors to perform the Services or parts of the Services.

## 20 Disputes

20.1 The Agreement shall be governed by French law.

20.2 Insofar as any disputes regarding the existence and/or validity and/or interpretation and/or application and/or consequences of the Agreement and the legal relations relating thereto cannot be resolved through negotiations between the parties, such disputes shall be referred to the exclusive jurisdiction of the Nanterre Commercial Court, even in the case of insidious claims or third parties claims. The Specific Conditions and/or various means of payment, as well as the location for the delivery of the services, may not be used as grounds to trigger a derogation or novation as regards this provision.