

Definitions:

Crozier is the trading name of Crozier Switzerland Ltd, incorporated in Switzerland with registered number CHE-114.668.908 whose registered address is at Steinackerstrasse 47, 8302 Kloten, Switzerland. Crozier may be referred to as the “Carrier,” “Warehouse,” “Warehouseman,” or “Service Provider.”

“Client” shall refer to any person, entity or organisation that enters into a Storage Agreement and/or Professional Services Agreement, and any other person, entity or organisation that retains Crozier to collect, deliver, handle, place, position, relocate, transport, store, pack, crate, rig, condition, appraise, catalog, inventory, and/or otherwise provide any Services. Client shall also include any person or organisation that represents itself as an agent or representative of the Client and or any direct or indirect owner of the Property in whole or in part. Client shall ensure that any person or organisation that represents itself to be an agent or representative of the Client and or owner of Property comply with Crozier’s terms and conditions and that Client shall be responsible to Crozier for damages resulting from any breach of Crozier’s terms and conditions by such agent or representative and shall be liable to Crozier with the same effect as if Client breached Crozier’s terms and conditions itself.

“Consignee” is the person or parties who receive the Property from Crozier or Crozier’s subcontractors or agents.

“Contents” shall refer to any items, excluding Property, including but not limited to fine and decorative arts, antiques, furnishings, equipment and household goods located at Premises.

“Declared Value” is the value of the Property declared by Client when seeking to increase Crozier’s limitation of liability which will result in a higher rate being charged for Crozier’s Services. The declared value must appear on the face of the applicable Waybills, Bills of Lading or Warehouse Receipts, and/or the appropriate forms attached to the Storage Agreement and Professional Service Agreement and may only be entered by employees of Crozier.

“Estimates” shall refer to quotations by Crozier as to fees for Services and/or other charges.

“NVD” means no value declared when the Client consigns the Property for Services by Crozier and does not declare a value for Property; thus releasing Crozier to a limitation of liability of CHF 3.00 (three Swiss Francs) per kilo as set forth below.

“Premises” shall refer to the structure, fixtures and fittings at any location other than the facilities maintained by Crozier, including but not limited to the location where the Services are being performed, the Client’s residence or place of business, Consignee’s residence or place of business, and or any location where Crozier receives and or delivers Property and or performs Services.

“Professional Services Agreement” means a written agreement between Crozier and Client for the performance of Services related to Client’s Property.

“Property,” also referred to as “Cargo,” “Goods,” “Freight,” or “Objects” are items in whole or in part, in packed or unpacked state, including but not limited to fine and decorative arts, antiques, and household goods that are tendered to Crozier for any reason whatsoever including but not limited to handling, placement, transportation, storage, packing, crating, rigging, conditioning, cataloging, inventorying, appraising and or any other related services.

“Services” shall refer to any and all work performed by Crozier for a Client, including but not limited to storage, transport,

carriage, handling, movement, collecting, receiving, delivering, placement and securing of Property, as well as construction and repair of crates and other storage or travel containers for Property.

“Shipper” shall refer to any person or organisation that consigns Property for transport, carriage, packing and related services.

“Storage Agreement” means a written agreement between Crozier and Client for storage of Client’s Property in private room or custodial storage space within a Crozier facility.

“Subcontractors” shall refer to any third parties retained by Crozier to perform Services.

Authorisation and Subcontracting: Client authorises Crozier to make, endorse, and sign bills of lading, waybills, warehouse receipts, and/or other necessary or required documentation in connection with the transportation, storage, and/or handling of Property, in the name, place and stead of Client. Moreover, Client acknowledges and agrees that Crozier and/or its authorised agents may subcontract the performance of Services to third parties and/or subcontractors and hereby authorises Crozier and/or its authorised agents to hire, retain, and or otherwise appoint third parties and subcontractors, including but not limited to domestic and international carriers, indirect air carriers, freight forwarders, and/or warehousemen to perform and transact business on behalf of Client in the name, place and stead of Client. When third parties and/or subcontractors physically handle Property or provide Services, they do so subject to the Limitations of Liability set forth herein.

Term for Storage: The terms of storage shall be set forth in a Storage Agreement. Absent such a written agreement, storage for Property is provided by Crozier on a month to month basis at Crozier’s prevailing rate. The month to month terms will automatically renew, unless terminated by either party, in writing on thirty (30) days written notice, which notice shall state the date of termination. An acknowledgement of the notice of termination by the other party is required.

Storage Period and Charges: All storage periods and charges shall be set forth in the Storage Agreement between Client and Crozier. However, in the event that Property is stored without a Storage Agreement the following terms shall apply to such storage:

(a) All charges for storage are determined based on size, quantity, dimension, or storage space required, as well as the Declared Value, if applicable.

(b) Storage charges become applicable upon the date that Crozier accepts care, custody and control of the Property, regardless of unloading date or date of issue of the Warehouse Receipt(s).

(c) A full month’s storage charge will apply to all Property received between the first and the 15th, inclusive, of a calendar month; one-half month’s storage charge will apply to all Property received between the 16th and last day, inclusive, of a calendar month, and a full month’s storage charge will apply to all Property in storage on the first day of the next and succeeding calendar months.

Deposit: The Client shall pay, as part of its first storage invoice, a charge for the first month storage fee, plus a deposit to be determined at the time of the Estimate.

Charges for Services other than Storage: The Client shall pay charges for Services other than storage pursuant to Crozier’s current rates (per Crozier’s effective Rate Sheet, the Client has been provided with) within thirty (30) days of the date of Crozier’s invoice for Services. Such rates are quoted subject to change at any time by written notice from Crozier to the Client. Such changes are to be effective at the beginning of the following

month.

Late Charges and Other Fees: If Client's charges are not paid on or before the due date, Client shall be automatically in default and liable for late charges at a rate of 1.5% per month of the outstanding balance until all amounts due have been paid, together with all expenses incurred by Crozier in collection, including reasonable attorneys' fees and expenses. It is further understood and agreed that the Client shall pay all amounts due by bank transfer. Client further agrees to pay all wiring and bank fees incurred as part of the invoice settlement process.

LIMITATIONS OF CROZIER'S LIABILITY: THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE AN INTEGRAL PART OF THESE TERMS AND CONDITIONS AND THE RATES CHARGED REFLECT SUCH LIMITATIONS.

SUBJECT TO AND LIMITED BY THE PARAGRAPHS STATED BELOW IN THIS "LIMITATIONS OF CROZIER'S LIABILITY" SECTION, CROZIER IS RESPONSIBLE FOR PHYSICAL LOSS OF OR DAMAGE TO THE PROPERTY.

UNLESS CROZIER HAS ACTED GROSS NEGLIGENTLY OR WITH UNLAWFUL INTENT, CLIENT AND CROZIER AGREE THAT CROZIER SHALL NOT BE LIABLE FOR: (I) ANY LOSS OR DAMAGE TO PROPERTY OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO, OR ARISING FROM WEAR AND TEAR, GRADUAL DETERIORATION AND INHERENT DEFECT OR ANY PRE-EXISTING CONDITION OF THE PROPERTY; OR (II) ANY LOSS OR DAMAGE TO THE PROPERTY THAT: (A) IS CAUSED BY OR RESULTING FROM WORK DONE IN THE COURSE OF ANY REFINISHING, RENOVATION, REPAIRING OR RESTORING PROPERTY; (B) IS/ARE: ACCOUNTS, BILLS, DEEDS, EVIDENCE OF DEBTS, LETTER OF CREDIT, PASSPORTS, TICKETS, DOCUMENTS, NOTES, SECURITIES, CURRENCY, MONEY OR BULLION; (C) IS DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER (OTHER THAN WHILE IN THE COURSE OF OVERSEAS TRANSIT) OR CONFISCATION OR NATIONALISATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY; OR (D) IS DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO OR ARISING FROM THE USE OR OPERATION, AS A MEANS FOR INFLECTING HARM, OF ANY COMPUTER, COMPUTER SYSTEM, COMPUTER SOFTWARE PROGRAM, MALICIOUS CODE, COMPUTER VIRUS OR PROCESS OR ANY OTHER ELECTRONIC SYSTEM.

IN CONSIDERATION OF THE RATES CHARGED, IT IS AGREED THAT CROZIER'S LIABILITY FOR LOSS OR DAMAGE TO PROPERTY SHALL BE LIMITED TO CHF 3.00 (THREE SWISS FRANCS) PER KILO AS DETERMINED BY THE ACTUAL WEIGHT OF THE UNWRAPPED PROPERTY; PROVIDED, HOWEVER, THAT SUCH LIMITATION MAY BE INCREASED UPON WRITTEN REQUEST BY CLIENT. CLIENT ACKNOWLEDGES THAT CLIENT HAS BEEN PROVIDED WITH THE OPPORTUNITY TO INCREASE THE EXTENT OF THE LIABILITY BEING ASSUMED BY CROZIER BY DECLARING A VALUE FOR THE PROPERTY, WHICH WILL RESULT IN A HIGHER RATE BEING CHARGED. IF CLIENT DOES NOT DECLARE A VALUE FOR THE PROPERTY ACCEPTED BY CROZIER, IT SHALL CONSTITUTE AN AGREEMENT TO LIMIT

CROZIER'S LIABILITY TO CHF 3.00 (THREE SWISS FRANCS) PER KILO.

EXCEPT WITH RESPECT TO CLIENT'S INDEMNITY OBLIGATIONS UNDER HERUNDER, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF MARKET OR DELAY INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES WHICH MIGHT ARISE FROM THE LOSS OR DAMAGE TO THE PROPERTY, EVEN IF SUCH CONSEQUENTIAL OR SPECIAL DAMAGES MIGHT HAVE BEEN CONTEMPLATED OR FORESEEABLE BY THE PARTIES AT THE TIME OF CONTRACTING.

CROZIER SHALL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT ANY REPRESENTATION MADE BY THE CLIENT REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION REGARDING ANY DECLARED VALUE OR ANY REPRESENTATION IN CONNECTION WITH ANY CLAIM AGAINST CROZIER IS MADE KNOWING THAT SUCH STATEMENT IS FALSE OR FRAUDULENT AS TO AMOUNT OR OTHERWISE.

IN THE EVENT AN ITEM OF PROPERTY IS NOT COMPLETELY LOST OR DESTROYED, THE EXTENT OF CROZIER'S LIABILITY FOR SUCH LOSS OR DAMAGE SHALL BE LIMITED TO THE DIMINUTION OF VALUE RESULTING FROM SUCH LOSS OR DAMAGE, NOT TO EXCEED CHF 3.00 (THREE SWISS FRANCS) PER KILO, OR, IN THE EVENT SUCH ITEM IS THE SUBJECT OF A DECLARED VALUE ELECTION BY THE CLIENT WHICH HAS BEEN APPROVED BY CROZIER, NOT TO EXCEED THE DECLARED VALUE AMOUNT OF SUCH ITEM.

IN THE EVENT ANY PORTION OR PART OF THE PROPERTY IS LOST, DAMAGED OR DESTROYED, WHICH NECESSARILY EFFECTS THE VALUE OF THE REMAINING PORTION(S), AT THE OPTION OF THE CLIENT, (1) CROZIER AGREES TO PAY THE VALUE OF THE ENTIRE PROPERTY AND THE CLIENT AGREES TO SURRENDER THE DAMAGED AND SOUND PORTIONS TO CROZIER OR (2) THE MEASURE OF LOSS OR DAMAGE TO SUCH ARTICLE OR ARTICLES SHALL BE THE REASONABLE AND FAIR PROPORTION OF THE TOTAL VALUE OF THE PAIR, SET OR WHOLE OBJECT, CONSIDERATION BEING GIVEN TO THE IMPORTANCE OF SAID ARTICLE OR ARTICLES. FOLLOWING THE PAYMENT OF THE VALUE FOR ANY ITEM, PAIR OR SET, CROZIER WILL BECOME ENTITLED TO TAKE POSSESSION OF THE ITEM, PAIR OR SET. OWNERSHIP WILL TRANSFER AUTOMATICALLY TO CROZIER WHEN CROZIER TAKES POSSESSION.

CROZIER SHALL NOT BE LIABLE TO PAY ANY LOSS OR CLAIM TO THE EXTENT SUCH PAYMENT WOULD EXPOSE CROZIER TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER APPLICABLE LAWS.

Force Majeure: Neither party shall be liable for any delay or failure to perform caused by acts of God, governmental actions, labour unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

Requests for Release, Delivery, and Services: Any requests by Client concerning the release, delivery, or for any other Services to be performed in connection with the Property must be made in writing, and subject to these Terms and Conditions, and any other relevant terms and conditions set forth in the Storage Agreement, Professional Services Agreement, or any other agreement between Client and Crozier.

Access: Client agrees that its access to Crozier's facilities will be restricted, and that Client must be accompanied by Crozier personnel while in Crozier's facilities. Pursuant to applicable restrictions, Crozier only allows the Client and the Client's expressly authorised and previously identified agents, employees or assigns to access the Client's Property or private space. Crozier does not allow any other persons, including, but not limited to, other logistics companies or outside art handlers, to enter Crozier's warehouse under any circumstances, unless a court order or instruction from any other competent authority obligates Crozier to grant such access.

Rules and Regulations: Crozier has certain Rules and Regulations (which are subject to change) necessary for the operation of the Warehouse. Client and Client's previously identified agents, employees or assigns shall familiarise themselves with said Rules and Regulations from time to time and abide by them. Said rules are incorporated herein by reference. Viewing rooms may be leased for use as Client work space.

Use of Private Rooms: The Client shall make no changes in or to any private room provided by Crozier without Crozier's prior written consent. Client shall be liable for any damage to Crozier's facility or any private room caused by Client or its agents or contractors acts or omissions and or any violation of Crozier's Rules and Regulations, which shall constitute a default. Client may make arrangements with Crozier, in writing only, for custom made shelving, storage racks or similar customisation to its private room storage space, provided that any such customisation must conform with applicable fire and building codes and Client shall pay for all customisation, modifications and resulting construction to ensure compliance with all applicable fire and building codes.

No Warranties: Crozier makes no warranties, express or implied as to any Service, unless expressly so stated and agreed by Crozier.

Ownership Warranty: Client warrants that it is the owner or legal custodian of the Property, and has full authority to direct Crozier to perform Services in accordance with these Terms and Conditions. Client shall reimburse Crozier for any expenses reasonably incurred by Crozier (including reasonable attorneys' fees) by reason of (i) Crozier's compliance with the instructions of Client in the event of a dispute concerning the ownership, custody or disposition of Property, and (ii) any misrepresentation by Client as to its ownership or legal right to possess and control the Property.

Prohibited Property: The following types of freight shall not be stored or transported by Crozier under any circumstance: contraband or illegal substances; firearms or ammunition; explosive, chemical, noxious or dangerous Property; livestock; plants; or hazardous Property. The act of consigning items of these types to Crozier, whether by Client or other person or entity acting with or without knowledge of the Client, shall entitle Crozier to recover any and all costs for fines, penalties, legal fees, damage to Crozier equipment and/or personal injury and compensation to Crozier employees. The Client also shall be liable for and indemnify Crozier against all loss or damage to other Property or persons caused by said dangerous Property. Crozier is at liberty to dispose of any items consigned with or associated with said dangerous Property at any time and place deemed appropriate by Crozier with disposal charges billable to the Client. Crozier cannot be held responsible and shall remain exempt from liability for physical damage to Property, or loss caused by delay of delivery, when conditions beyond Crozier's control are encountered during storage or transit such as: extreme weather and/or changes in temperature, acts of nature and God; breakdown or mechanical defect of vehicles or equipment; faulty or impassable highway; lack of capacity of roadway structures; highway obstruction or closure due to official action; civil disobedience, riots, strikes or lockouts; and/or illegal or

unlawful actions.

Indemnity and Hold Harmless: To the fullest extent allowed by law, Client shall defend, indemnify and hold Crozier harmless from and against any and all claims, liabilities, damages, losses and judgments, incurred or brought by third parties, including attorneys' fees and costs and expenses incident thereto, which may be incurred by or recoverable from Crozier by reason of injury to or death of any person or damage to any Property by reason of any quality or condition of Client's Property, or from the fault, willful misconduct or negligence of the Client, its officers, agents, subcontractors or employees even where such injury, death or property damage results in part from Crozier's performance of Services.

Third Party Beneficiary Indemnity: Except as expressly provided herein, no person other than Client and Crozier shall have any right or privilege hereunder, and Client shall indemnify and hold Crozier harmless for claims brought by third party privies of Client against Crozier whenever such claims, arising out of loss or damage to Property transported or stored hereunder, exceed the limitations of liability for Property as provided above.

Waiver of Subrogation: To the extent permitted by law, Client hereby waives all rights of subrogation against Crozier, its officers, members, agents and employees, occurring and or arising out of any loss or damage to Property, Contents or Premises to the extent such loss or damage is covered by insurance. Except with respect to Clients indemnity obligations hereunder, to the extent permitted by law Crozier hereby waives all rights of subrogation against Client arising out of any loss or damage to the Property, Contents or Premises. This waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained herein with respect to any loss of, or damage to the Property, Contents or Premises. Inasmuch as the above waiver will preclude the assignment of any aforesaid claim for loss of, or damage to the Property, Contents or Premises by way of subrogation to an insurance company, the Client agrees to immediately furnish its insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver of subrogation. All insurance policies covering the Property that the Client has or shall procure shall contain a waiver of subrogation in favour of Crozier. Client shall furnish Crozier with all applicable insurance policies on request.

Notice of Claims: Unless otherwise provided herein, all claims for loss, damage or delay must be filed in writing with Crozier within nine months after the Client is notified by Crozier that loss or damage to the Property has occurred, or after the delivery and receipt of the Property to the Client or anyone on Client's behalf, or from the date that Client discovers or should have discovered the loss, damage, or delay except that claims for failure to make delivery must be filed in writing within nine months after a reasonable time for delivery has elapsed. The Client agrees that the aforesaid requirement to file claims in writing with Crozier within the prescribed nine month period shall be a condition precedent to the Client's right to institute any legal action or proceeding against Crozier. The Client further agrees to cooperate with Crozier in connection with any such claims providing such relevant information and evidence as may reasonably be required. If required by Crozier, the Client must submit to an examination by Crozier or its designee.

Filing of Actions: The Client agrees that no legal action or proceedings may be maintained against Crozier for loss or damage to the Property, or any breach of these Terms and Conditions or any other agreement between Crozier and Client, unless Client is in compliance with its contractual obligations hereunder and notice of such claim was given as set forth above, and unless such action or proceeding is commenced within two (2) years after the claim is denied by Crozier.

Notice of Loss: When Property has been lost or damaged, notice thereof may be given by mailing a letter to Client's address and/or by sending such letter by electronic mail to Client's email address as set forth in the Storage Agreement, Professional Services Agreement, or otherwise provided to Crozier in writing. The time limitation for notice of a claim begins on the date of Customer's receipt of such notice.

Transit Claims: As a condition precedent to recovery, claims for loss, damage or delay during transit must be filed in writing with Crozier in no later than two years from the day when delivery was made or storage was terminated (unless the Carriage of Property by Sea Act ("COGSA") applies to the shipment and then COGSA's one year limitation of time to file suit applies). Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Crozier shall not be liable and such claims shall not be paid.

Proof of Claim: Payment of claim shall be subject to proof of actual damages suffered. The Client upon request by Crozier shall submit a signed proof of loss within sixty (60) days after it has provided Notice of Loss (unless such period be extended by the written agreement of Crozier) stating the time, place and cause of loss, the interest of Client and all others in the Property, the sound value thereof and the amount of loss or damage thereto. In any claim and/or action, suit or proceeding to enforce a claim against Crozier, the burden of proving that the loss is recoverable hereunder and the quantum of loss shall fall upon the Client. The Client must hold the Property and its associated packaging or shipping container and its contents, if any, in the same condition they were in when damage was discovered. Crozier may set-off any claims for loss or damage against unpaid charges of the Client. The Client may not deduct the amount of the claim from the total due and payable charges.

Transportation by Air Only Via Direct or Indirect Air Carriers: If the carriage involves air transport and an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, Montreal Convention, the Montreal Protocol, and or The Hague Protocol 1955 may be applicable and in most cases limit the liability of Crozier in respect of loss or damage to Property.

Inspection by Authorities: If by the order of the proper authorities at any point while in storage or transit, the Property or a container or crate has to be opened to be inspected, Crozier shall not be liable for any loss, damage or delay incurred to the Property as a result of such inspection, including the cost of opening, unstuffing, inspection or repacking, which cost shall be recoverable by Crozier from the Client as part of Crozier's charges.

Quotations Subject to Change: Quotations as to fees, rates of duty, freight charges or other charges given by Crozier to the Client are for informational purposes only and are subject to change without notice at any time prior to acceptance of such quotation by the Client.

Indemnification for Freight Duties, etc.: In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Crozier arising from a shipment of Client's Property, the Client shall indemnify and hold Crozier harmless for any amount Crozier may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including but not limited to attorneys' fees, costs, and expenses incurred by Crozier in connection with defending such claim or legal action and obtaining reimbursement from the Client. The confiscation or detention of Property by any governmental authority shall not affect or diminish the liability of Client to pay Crozier all charges due to Crozier for Services.

Customs Clearance: It is the Client's sole responsibility to obtain

and maintain all consents that may be required to enable Crozier to perform the Services and fulfil any requirements for Shipping, customs, tax status (if applicable), before the date on which the Services are to commence and provide them to Crozier upon requests.

Export Control: Client authorises Crozier to act as forwarding agent for Client for export control and customs purposes. Client hereby certifies that all statements and information provided to Crozier relating to exportation are true and correct.

Responsibility for Requirements: It is the responsibility of the Client to know and comply with Applicable Laws pertaining in any way to Property, including, but not limited to, regulations, laws, and requirements pertaining to marking, classification, licensing, transporting hazardous materials, export controls, and any other transporting, importing, or exporting requirements. Crozier shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the Property because of the failure of the Client to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Client by any such agency.

Indemnity against Liability Arising from the Importation of Property: The Client shall indemnify and hold Crozier harmless from any claims and/or liability arising from the importation of Property and/or any conduct of the Client which violates any Applicable Law and indemnify and hold Crozier harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, costs and expenses which Crozier may hereafter incur, suffer or be required to pay by reason of such claims and/or liability. In the event that any such action, suit or proceeding is brought against Crozier, Crozier shall give notice in writing to the Client by mail at its address on file with Crozier. Upon receipt of such notice, the Client at its own expense, and, at Crozier's discretion, in cooperation with Crozier's designated counsel, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against Crozier.

Crozier Condition Reports: The Client understands that Crozier does not employ fine art conservators and that Crozier's art handlers may during the normal course of their business as warehousemen and motor carriers, issue a condition report for the purposes of noting damages visible to the naked and untrained eye. Said condition report is made without prejudice and is not binding on Crozier. Should the Client file a claim or lawsuit against Crozier for any reason, Crozier reserves its right to retain a fine art conservator or appraiser to inspect the Client's Property.

General Lien on any Property: Crozier shall have a general and continuing lien on any and all Property (and documents relating thereto) of the Client, either in its actual or constructive possession, custody or control or en route, for all claims for monies owed to Crozier, including without limitation charges, expenses or advances incurred by Crozier, in connection with any Property of the Client. Crozier shall provide written notice to Client of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Client shall notify all Parties having an interest in its Property of Crozier's rights and/or the exercise of such lien. Unless, within thirty (30) days after receiving the notice of lien, Client posts cash or a letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due, in favor of Crozier, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Crozier may sell the Property at public or private sale, in accordance with governing law or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the monies owed to Crozier. Any surplus from such sale shall be transmitted to the Client, and the Client

shall be liable for any deficiency in the sale.

Default and Remedy: When any amounts, for which Crozier has reserved a security interest, have remained due and unpaid for 90 days, the Client shall be deemed to be automatically in default so as to authorise Crozier to dispose of the Property, at its option, in the enforcement of the lien. All Property subject to the lien, and all Property, the removal of which has been required, may be disposed of in any manner and by any procedure then authorised by the laws of the State in which the Property is stored by Crozier.

Crozier has this lien in full force and effect should Client cause any of the following to occur: failure to pay charges; abandonment; failure to execute a vacate/release form; or failure to comply with any term or condition contained herein or any of Crozier's Rules and Regulations.

If the Client should be in material default of any provisions hereof, or fail to pay any charges when due, Crozier has, in addition to all other rights and remedies, as provided by law, at Crozier's option or if Crozier after giving ten (10) days written notice to the Client (which notice shall be deemed to be given by Crozier by mailing same, postage prepaid, at the last known address of the Client) the option to undertake take any of the following acts:

(a) Make any demand or give any notice as may be required by law. Should Client fail to comply with such demand or notice within the time required by law if any, Crozier may terminate all agreements with Client.

(b) Crozier shall have the right to refuse Client's access to the storage space.

(c) Crozier shall have the right to overlock and/or remove the Client's lock on the door of the space (if applicable). However, there is no requirement that Crozier give any notice in order to avail this self-help measure which the Client agrees is valid and reasonable.

(d) Crozier shall have the right, but not the duty, to inventory such Property and charge the Client for the reasonable cost of such inventory.

(e) Crozier shall have the right to dispose of or sell the Property contained in the space to any person by public or private sale in block or in parcels, at any time or place, and on any terms which are commercially reasonable. Crozier shall apply the proceeds of such a sale only to the Client's indebtedness to Crozier and shall hold any proceeds over and above, if any, the amount owed by the Client to Crozier in account for the benefit of the Client. Upon written demand, the excess, if any, shall be returned to the Client without interest. Crozier shall hold such proceeds for a period not to exceed two years, and it is specifically understood that the proceeds of such sale shall first pay for the costs of sale and subsequent to the costs of sale, the payment of any charges or any other charges.

The Client shall pay all costs and expenses, including reasonable attorneys' fees, reasonable service charges and processing charges of Crozier, in enforcing any action or any term contained herein.

Tender for Storage and Handling: Each tender of Client's Property to Crozier for storage constitutes a separate tender and Crozier may reject subsequent tenders of Property whether identical or not. Crozier may also reject any tender of Property which does not conform to all terms (including dimension, weight, quantity, and description) of the quotation issued by Crozier. All Property shall be delivered to Crozier properly marked and packed for handling and storage. Unless arranged for in advance by the Client in writing, the Property may be placed in general storage without regard to humidity or temperature conditions and without responsibility for Property that may be sensitive to temperature and or changes in temperature. The Client shall furnish prior to

delivery to Crozier a manifest showing marks, brands, or sizes of the Packages to be kept and accounted for separately and the type of storage desired. The contents of the packages, containers or the Property referred to on the face of the Warehouse Receipt, Waybill or Bill of Lading will not be inspected by Crozier for condition, form, color, or for concealed loss, damage, or leakage. Crozier shall handle, store and deliver Property in the packages, crates, and containers in which the Property was originally received. When deterioration or failure of packages, crates, or containers requires, Crozier may, at its discretion and without obligation, repackage the contents and charge Client for labour and materials. Crozier accepts no responsibility for such repair or replacement.

Handling and Handling Charges: Client shall specify the means and methods for handling of Property. Absent specific instructions, Crozier undertakes to handle Property using its customary methods and equipment which are subject to change at its discretion. However, as noted herein, Crozier will not perform certain services without written instructions and approval from Client. The handling charges include, among other things, the labour involved in receiving Property at Warehouse, placing Property in storage, retrieving Property, and any other Services relating to the Property. Any additional expenses incurred by Crozier in receiving and handling damaged Property, and additional expense in unloading from or loading into cars or other vehicles not at the Warehouse loading area will be charged to the Client. Property handled at Clients request outside regular business hours shall be subject to an additional charge.

Release of Property: Unless the Client is in default of its payment obligations hereunder, Crozier shall release any or all of the Property in storage and in accordance with written instructions from the Client. The Client shall give Crozier reasonable prior written notice of each delivery or removal of Property. Any delivery or removal of Property at a time other than during Crozier's regular business hours (*i.e.* 08.00 to 17.00 Monday through Friday) may be subject to additional charges.

Abandonment of Stored Property: If Client vacates a private room prior to the expiration of the then current storage term, it shall remain responsible for all applicable charges for the months remaining in such storage term until said room is re-rented. Crozier shall utilise its reasonable efforts to re-rent the room upon discovery of the abandonment. However, the Client shall nonetheless remain responsible for all charges that accrue during the months remaining in the current storage term until said room is re-rented to another client.

Transfer, Termination of Storage, Removal of Property:

(a) Crozier reserves the right to, without notice, relocate Property to any Crozier facility and/or move Property within any Crozier facility, at its expense.

(b) Crozier may, upon written notice to the Client, without cause, require the removal of any Property by the end of the next succeeding storage month. If Property is not removed before the end of the next succeeding storage month, Crozier may sell it in accordance with applicable law.

Delivery Requirements: No Property shall be delivered or transferred from Crozier's facility except upon receipt by Crozier of written direction from persons authorised to act on Client's account.

Termination: Crozier may terminate its relationship with Client at its discretion upon sixty (60) days written notice to Client. Upon the termination of the relationship with Client for any reason, the Client shall immediately pay Crozier all amounts due for Services performed up to and including the date of termination.

Non-Solicitation of Crozier Employees: During the term of

each agreement for Services and for a period of one (1) year thereafter, Client agrees to refrain from directly or indirectly soliciting to work for Client as an employee or contractor, any individual assigned to perform Services for Client and or who is an employee of Crozier or was an employee of Crozier at any time during the previous six (6) months, unless Crozier terminated the employment of such employee. In the event that this covenant is violated, the Client shall pay Crozier a penalty in the amount of CHF 7,000.00 per violation. Client shall advise its agents and representatives of this restrictive covenant and shall be responsible for a penalty of CHF 15,000.00 per violation of this restrictive covenant by its agents and representatives. Moreover, if any Crozier employee leaves the employ of Crozier to work for Client or any agent or representative of Client, as an employee or contractor, after being directly or indirectly solicited by Client or any agent or representatives of Client, in violation of this restrictive covenant, Client shall pay Crozier a penalty in the amount of CHF 150,000 commensurate with the loss of each Crozier employee to Client or any agent or representative of Client.

Assignment: Without the consent of the other party, neither party shall assign any right under the Agreement, except Crozier may assign any such right to any affiliate of Crozier. The non-assigning party shall not unreasonably withhold its consent.

Confidentiality: "Confidential Information" means any information (i) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) regarding either a Storage or Professional Services Agreement, its Schedules and Crozier's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by the Storage or Professional Services Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. Crozier shall not obtain any rights of any sort in or to the Confidential Information of Client contained in Client's Property. Crozier shall implement and maintain reasonable safeguards designed to protect Client's Confidential Information.

Data Protection: The parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA") as set out at Appendix 1 to these Terms and Conditions and any applicable law.

If at any time, the Client considers the information detailed within Appendix 1 of the DPA, is incorrect or incomplete, the Client shall promptly notify Crozier in writing.

Compliance: Client represents and covenants that upon the Effective Date and throughout the term of any Storage or Professional Services Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end users; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Crozier to be in violation of such laws and regulations, and will not require Crozier to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.

Severability: In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect.

Governing Law; Waiver of Jury Trials: These Terms and

Conditions of service and the relationship of Crozier and Client shall be construed according to the laws of Switzerland under the exclusion of its conflict of law provisions. The parties irrevocably submit to the exclusive jurisdiction of the ordinary courts in Zurich, Switzerland.

APPENDIX 1

DATA PROCESSING AGREEMENT

BACKGROUND AND PURPOSE

(A) This Data Processing Agreement (“DPA”) sets out the terms and conditions for the Processing of the Personal Data by Crozier on behalf of the Customer under the Agreement, pursuant to which the Customer acquires the Services (as defined in the Agreement) from Crozier.

(B) Crozier and its affiliated companies and partners act as a data processor or sub-processor (“Processor”) and the Customer and its affiliated companies act as a data controller or as a data processor with respect to Personal Data, the concepts of which are further defined in the Data Protection Regulation.

(C) “Data Protection Regulations” shall mean the Swiss Federal Act on Data Protection (“ADP”) and, as applicable, the EU Data Protection Directive 95/46/EC as amended from time to time as replaced and superseded on 25 May 2018 by the General Data Protection Regulation (2016/679/EU) including the instructions and binding orders of the data protection authorities (“GDPR”).

(D) To the extent that the Processor Processes Personal Data, such Processing shall be governed by the Data Protection Regulations.

IT IS AGREED as follows:

1. DEFINITIONS

Any terms not defined in this DPA shall be given the meaning set forth in the applicable Data Protection Regulation.

“Personal Data” shall only mean the personal data that is subject to the Services under the Agreement.

“Supervisory Authority” shall mean the local Data Protection Authority or any other regulatory/supervisory authority, governmental body.

“Processor” shall mean Crozier.

“Process” or “Processing” (or any variation thereof) shall mean any operation or set of operations that is performed on Personal Data, whether or not by automatic means, such as viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Data Subjects” shall mean an identified or identifiable person or persons affected by Processing by Processor.

2. SCOPE and PURPOSE; CATEGORIES of PERSONAL DATA and DATA SUBJECTS

The purpose and subject matter of the Processing of the Personal Data by the Processor is the performance of the Services pursuant to the Agreement. The types of Personal Data and categories of Processing activities and Data Subjects covered by this DPA are further specified in ANNEX 1. The duration of the Processing shall be the term of the Agreement, subject always to Sections 4.1.12 and 4.1.13.

3. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

3.1 The Customer represents and covenants that all the Personal Data delivered or to be delivered to the Processor is lawful, the Customer has lawfully obtained all Personal Data delivered or to be delivered to the Processor and that the Customer is fully entitled by law to process all Personal Data delivered or to be delivered to the Processor.

3.2 The Customer shall: (i) Process the Personal Data in compliance with the Data Protection Regulation; (ii) be authorized to give documented instructions to the Processor on the Processing of the Personal Data (including on behalf of any third party entity which is a Controller of the Personal Data), such instructions shall be binding on the Processor unless the completion of the instructions requires the provision of services under the Agreement and the Customer does not approve the corresponding service fees, or the completion of the Customer’s instructions would be contrary to any Sections under this DPA; (iii) at all times retain the control and authority over the Personal Data in relation to the Processing; and (iv) at all times retain title and other rights, howsoever arising, to the Personal Data. Notwithstanding the foregoing but in respect of which the Customer hereby grants the Processor a non-exclusive, royalty free license to use, store and Process the Personal Data to the extent necessary to provide the Services under the Agreement. Additionally, the Customer shall be responsible for populating and updating ANNEX 1.

4. RESPONSIBILITIES AND RIGHTS OF THE PROCESSOR

General principles applying to the Processing of the Personal Data:

4.1.1 The Processor shall not use the Personal Data for any purposes other than those specified in the Agreement and this DPA.

4.1.2 The Processor shall: (i) Process the Personal Data in compliance with applicable laws and regulations; (ii) Process the Personal Data only in accordance with the documented instructions of the Customer and immediately inform the Customer if, in its opinion, a Customer instruction infringes the Data Protection Regulation or other European Union or Member State data protection provisions; (iii) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (iv) to the extent feasible and subject to any applicable fees in the Agreement, assist the Customer in its response to rights exercised by Data Subjects or powers exercised by Supervisory Authorities under the Data Protection Regulation; (v) provide the Customer with all information necessary to demonstrate compliance with the Processor’s obligations set out in this DPA and in the Data Protection Regulation; (vi) allow for and contribute to audits, including inspections, conducted by the Customer as set forth (and subject to the limitations) in Section 7 of this DPA; ; (vii) Process the Personal Data only during the term of this DPA as stipulated under Sections 2, 4.1.12 and 4.1.13.; (viii) provide reasonable assistance to the Customer with any data protection impact assessments and with any prior consultations to a Supervisory Authority, in each case where these are required by the Data Protection Regulation, and solely in relation to Processing of Personal Data by the Processor on behalf of the Customer and taking into account the nature of the Processing and information available to the Processor.

4.1.3 The Processor may collect and Process contact details of the Customer employees and employees of any affiliates as a data controller for the purposes of contract and customer relationship management. The obligations on Processor set out in this DPA shall not apply to such Personal Data.

4.1.4 This DPA shall not prevent the Processor from disclosing or otherwise Processing the Personal Data as required by law, regulation or by a competent court or Supervisory Authority.

4.1.5 If Supervisory Authority or a competent court makes a request concerning the Personal Data, including a request for blocking, deleting, amending the Personal Data, delivering to them any information or executing any other actions, the Processor shall, without undue delay, inform the Customer of such requests and comply with such request.

4.1.6 The Customer shall compensate the Processor for all reasonable costs and expenses it incurs under this DPA, unless such costs are specified as being for the Processor's account as part of the Services.

Data Security

4.1.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing the Processor shall implement technical and organisational measures to ensure the confidentiality, integrity, availability of the Personal Data and to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. The Processor's security standards are set forth in ANNEX 2 of this DPA.

Personal Data Breach Notification

4.1.8 In the event of a "Personal Data Breach", i.e., a breach of security leading to accidental or un-lawful destruction, loss, alternation, unauthorised disclosure of, or access to, the Personal Data, the Processor shall without undue delay notify the Customer once it has a reasonable degree of certainty that a Personal Data Breach has occurred.

4.1.9 The Personal Data Breach notification shall contain at least the following (to the extent the Processor is privy to such information): a description of the nature of the Personal Data Breach including, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; a description of likely consequences of the Personal Data Breach; and a description of the measures taken to address the Personal Data Breach and to mitigate its possible adverse effects.

4.1.10 Where, and in so far as, it is not possible to provide the information listed in Section 4.1.9 at the same time, the information may be provided in phases without undue further delay. In such cases when the Processor cannot provide certain information listed in Section 4.1.9 to the Customer, the Processor will inform the Customer accordingly.

4.1.11 The Processor shall take reasonable steps to protect the Personal Data after having become aware of a Personal Data Breach. After having notified the Customer in accordance with Section 4.1.8 above, the Processor shall take appropriate measures to secure the Personal Data and limit any possible detrimental effect to the Data Subjects. The Processor will cooperate with the reasonable instructions of the Customer, with any third parties designated by the Customer, and with any Supervisory Authority, to respond to the Personal Data Breach.

Returning or Destruction of Personal Data

4.1.12 Upon termination/expiry of the Agreement, based on the Customer's specific instruction and subject to Processor's fees payable by the Customer (if any), the Processor shall either delete/destroy or return to the Customer or to a third party designated by the Customer all Personal Data. Any Personal Data contained within items stored by the Processor

on behalf of the Controller will be returned to the Controller in accordance with an agreed exit plan, and subject to agreed exit costs, as stipulated in the Agreement. In all other cases if the Customer fails to give any instructions regarding the deletion/destruction or return of Personal Data within fifteen (15) days of the termination/expiry of the Agreement, the Processor shall send a written notice to the Customer requesting to receive within 15 (fifteen) days specific instructions whether to delete/destroy or to return the data and informing about all applicable fees payable by the Customer. Should the Customer fail to provide written instructions within this timeframe and pay the applicable fees, then the Customer hereby authorises the Processor to further process/delete/destroy or return all Personal Data at the Processor's entire discretion even after the termination of the Agreement.

4.1.13 Notwithstanding 4.1.12, the Processor shall not be in breach of its obligations with respect to the deletion of Personal Data retained on back-up tapes as long as such back-up tapes are overridden (and thereby the Personal Data deleted) in the normal course of business.

4.1.14 The Processor shall confirm on request to the Customer in writing that any deletion/destruction or return has taken place.

5. SUBPROCESSORS (SUBCONTRACTORS)

5.1 The Customer acknowledges and authorizes the Processor to engage third parties to Process the Personal Data ("Subprocessor" or "Subprocessors"), which shall include (a) Processor's affiliates or parent companies; and (b) third-party Subprocessors, including Subprocessors engaged by the Processor's affiliates or parent.

5.2 The Processor shall make available to the Customer the current list of Subprocessors as part of this DPA (as detailed in ANNEX 3) which shall include the identities of those Subprocessors, their country of location and the services they provide for the Processor.

5.3 In case of any additions or changes to ANNEX 3 are required, the Processor shall notify the Customer by email or by making such change available to the Customer online - indicating the name, country location, and subcontracted service of the proposed new Subprocessor. Unless the Customer objects in writing within fifteen (15) days of being informed about Processor's use of a new Subprocessor, the Processor may use the new Subprocessor for the indicated data processing activities. If Customer objects within the given timeline, the Processor will use reasonable efforts to change the Services to avoid processing of the Personal Data by the "objected-to" new Subprocessor. If the Processor is unable to implement such changes within a reasonable period of time, which shall not exceed sixty (60) days from receipt of the Customer's written objection, the Customer may, subject to the payment of any agreed termination fees, terminate within further sixty (60) days from the date of the Processor's notice the Agreement with respect only to those Services which cannot be provided by the Processor without the use of the objected Subprocessor. If the Customer fails to send such a termination notice to the Processor within this deadline, this shall be considered as a consent to the proposed sub-processing.

5.4 The Processor shall impose contractual terms on its Subprocessors which are no less protective than those set out in this DPA.

5.5 The Processor is obliged to regularly monitor the performance of its Subprocessors and it remains liable towards the Customer in accordance with the GDPR, if applicable, for

the Personal Data processing activities of its Subprocessors.

6. TRANSFER OF PERSONAL DATA

6.1 The Processor may process and transfer Personal Data in accordance with the Data Protection Regulations, insofar as applicable

7. AUDITING

Always provided that the GDPR is applicable and that the Processor shall not be required to provide or permit access to information concerning (i) other Customers of the Processor; (ii) any Processor non-public external reports; and (iii) any internal reports prepared by the Processor's internal audit or compliance function, at any time during the term of this DPA, the Customer and/or a recognised, independent third party auditor appointed by the Customer shall have the right, on at least five (5) business days' notice, to perform audits and inspections of the Processor's facilities in accordance with the Agreement. However, any audit pursuant to this DPA shall be limited to assessing the Processor's compliance with its obligations under this DPA. Except where a Personal Data Breach has occurred, no more than one such audit shall be conducted in any twelve (12) month period.

8. LIABILITY

8.1 Notwithstanding of any liability limitation set forth in the Agreement, in the event of any Personal Data Breach which arises directly from the Processor's illegal, unauthorised or negligent Processing of Personal Data, to the extent required by law, the Processor agrees to reimburse the Customer on demand for the direct, verifiable, necessary and properly incurred third-party costs of the Customer in: (a) preparation and mailing of notices to such individuals to whom such notification is required by law; and (b) the provision of credit monitoring services to such individuals as required by law for a period not exceeding twelve (12) months; provided that the GDPR is applicable and the Customer gives the Processor reasonable prior written notice of its intent to deliver such notice.

8.2 The Customer agrees to fully indemnify Crozier from and against any third-party claims from Data Subjects as well as for fines imposed by a Supervisory Authority or for damages awarded by a competent court, all related to any possible breach of any law by the Customer.

8.3 Subject to clauses 8.1 and 8.2, in no event shall the Processor's liability be applicable in case of the Processor's slight negligence only, nor exceed, with respect to Personal Data Breaches, the limits of liability as set out in the Agreement. The Processor will not be required to reimburse the Customer for Personal Data Breach notification costs with respect to incidents involving Personal Data that are required to be encrypted by law or regulation.

9. NOTICES

Notices regarding any dispute, claim or controversy arising out of or relating to this DPA and its annexes, or the breach, termination or validity thereof shall be deemed sufficient if made in accordance with the Agreement.

10. TERM AND TERMINATION

This DPA shall become effective from the Effective Date and shall survive until any of the Customer's Personal Data ceases to be processed by the Processor and all pending matters as to the Processing of Customer's Personal Data are settled and/or decided, in accordance with the rights and obligations under this Agreement.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

This DPA, and any dispute, claim or controversy arising out of or relating to this DPA, or the breach, termination or validity thereof, are governed by the laws governing the Agreement without regard to its principles and rules on conflict of laws. Any dispute, controversy or claim arising out of or in connection with this DPA will be primarily sought to be resolved through negotiations between the Parties or, to the extent applicable, any defined dispute resolution process contained within the Agreement.

12. CHANGES IN DATA PROTECTION LAWS

12.1 The Processor may notify the Customer from time to time of any variations to this DPA which the Processor considers to be necessary or reasonable to address the requirements of the Data Protection Regulations or any decision of a Supervisory Authority or competent court. Any such variations shall take effect thirty (30) calendar days after the date such written notice is sent to the Customer.

12.2 Variations to the DPA suggested by the Customer shall be discussed by the Parties in good faith.

ANNEX 1

CATEGORIES of PROCESSING ACTIVITIES; PERSONAL DATA and DATA SUBJECTS

The processing activities are set forth in the Agreement and any accompanying order forms.

The Personal Data processed under this DPA may contain the following categories of Personal Data:

- i. Personal master data (name, address, title, degree, date of birth);
- ii. Contact details (telephone number, mobile phone number, email address, fax number);
- iii. Contractual master data;
- iv. Customer history;
- v. System access / usage / authorisation data;
- vi. Personal Data relating to financial information and/or employment relationships;
- vii. Personal Data revealing racial or ethnic origin;
- viii. Personal Data revealing political opinions;
- ix. Personal Data revealing religious or philosophical beliefs;
- x. Personal Data revealing trade union membership;
- xi. Genetic or biometric data;
- xii. Data concerning health;
- xiii. Data concerning a natural person's sex life or sexual orientation; and
- xiv. Personal Data relating to criminal convictions and offences.

The groups of Data Subjects whose Personal Data are processed under this DPA consist of the following:

Past and present employees; past and present contractors or consultants; agency-supplied contractors or consultants and external secondees; job applicants and candidates; students and volunteers; individuals identified by employees or retirees as beneficiaries, spouse, domestic/civil partner, dependents and emergency contacts; retirees; past and present directors and officers; shareholders; bondholders; account holders; end-users / consumers (adults, children); patients (adults, children); by-passers (CCTV cameras); and website users.

The Customer will not deliver to the Processor Personal Data outside scope indicated above or shall notify the Processor in writing about any new data type/data subject.

ANNEX 2

MINIMUM DATA SECURITY STANDARDS

The minimum data security standards of the Processor are set out in the Security Assurance Reference Guide that can be shared with the Customer upon request.

TERMS AND CONDITIONS

ANNEX 3

LIST OF SUBCONTRACTORS

ENTITY (Name & Address)	TYPE of Service Provided	COUNTRY LOCATION
Capgemini America, Inc., New York, NY, USA	Invoicing	USA
cITius AG Giessereistrasse 4, 8620 Wetzikon, Switzerland	IT Support	Switzerland
ContinuServe, LLC One Mifflin Place, Suite 400 Cambridge, MA 02138	Invoicing	USA
Convergys Corporation 201 East Fourth Street, Cincinnati, OH 45202, United States	Customer Service	USA
Deloitte - DELOITTE & TOUCHE LLP, Deloitte Consulting Product Services LLC, Deloitte Tax LLP 200 Berkeley St, Boston, MA 02116 & 4022 Sells Dr, Hermitage, Davidson, TN 37076	Consultancy Advisory	USA
Doyensys 5550 Granite Parkway, Frisco, Texas, 75024	Invoicing	USA
E&Y - Ernst & Young LLP 200 CLARENDON STREET, BOSTON, MA 02116 & 55 Ivan Allen Jr Blvd Ste 1000, Attn Nelda Kincy, Atlanta, Fulton, GA 30308	Consultancy Advisory	USA
HCL Technologies Limited Technology Hub, SEZ, Plot No. 3A, Sector 126, Noida – 201304, India	IT Support	India
IBM Corporation 1 New Orchard Road, Armonk, NY 10504, United States	Consultancy Advisory	USA
IBM India Private Limited Subramanya Arcade, Bannerghatta Road, Bangalore – 560029, India	Consultancy Advisory	INDIA
Iron Mountain Fulfillment Services, Inc./ Iron Mountain Incorporated/ Iron Mountain Intellectual Property Management, Inc. One Federal Street, Boston, MA 02110, USA	IT & operational Support	USA
Iron Mountain Services Private Limited Level 02, Block A, WTC-2, Bagmane World Technology Centre (BWTC) K.R. Puram – Marathahalli Ring Road, Mahadevpura, Bangalore – 560048, India	IT Support	INDIA
Oracle America, Inc. 15800 John J Delaney Drive, Charlotte, NC 28277, United States	Invoicing	USA
Oracle Corporation 500 Oracle Parkway, Redwood Shores, CA 94065, United States	Invoicing	USA
Origami Risk LLC. 444 N. Orleans Street, Chicago, IL 60654, United States	Event Reporting Platform Provider	USA
PWC - PRICEWATERHOUSE COOPERS LLP, PRICEWATERHOUSECOOPERS LEGAL LLP 125 HIGH STREET, Boston, MA 02110 & 1 Embankment Place London, UK WC2N 6DX	Consultancy Advisory	USA&UK
Rimini Street Inc. 3993 Howard Hughes Parkway, suite 780, Las Vegas, Nevada 89169	Invoicing	USA
FedEx Express Switzerland LLC ue des Ateliers 9, 1217 Meyrin	Courier	CH
Salesforce.com Inc. The Landmark @ One Market, Suite 300, San Francisco, CA, 94105, United States	CRM	USA