# INDEFINITE EMPLOYMENT CONTRACT

Between

SANNE LIS S.A.

5, Heienhaff

L-1736 SENNINGERBERG

**RCSL B148473** 

hereinafter referred to as the "Company" or the "Employer"

and

Leticia Yammine
Am Geisenberg, 6A
D-66125 Saarbrücken
Germany

hereinafter referred to as the "Employee"

and both together hereinafter referred to as the "Parties"

# 1. Description of duties and place of employment

- 1.1. The Company engages the Employee as **Junior Legal Counsel (internal grade: Administrator)**. The Company may, according to business needs and whilst taking into account the Employee's qualifications, assign the Employee to any other position (or entrust additional tasks to the Employee) within the Company.
- 1.2. The Employee will in principle carry out her duties in the Grand Duchy of Luxembourg at the registered office of the Company or at any other premises occupied by the Company or any of its associated companies. The Company may, from time to time, require that the Employee carries out his/her duties exceptionally from other locations, either in the Grand Duchy of Luxembourg or abroad. In her role, the Employee will be required to travel frequently in order to promote the interests of the Company or any of its associated companies in the best possible way.

## 2. Duration of the employment contract

- 2.1. The employment contract is concluded for an unlimited period starting on 1<sup>st</sup> April 2022 on the condition that the Employee is declared fit for work in accordance with article L.326-1 of the Luxembourg Labour Code. The Employee commits himself/herself to undergo the relevant medical examination as well as any subsequent medical examination resulting thereof in accordance with the applicable law provisions.
- 2.2. The Employee's seniority will be calculated as from 1st March 2021.
- 2.3. The employment contract is terminated by law, without notice and without payment of a severance indemnity at the end of the month during which the Employee has reached the statutory retirement age.

## 3. Working time

- 3.1. The usual working time is **forty (40) hours** per week over 5 business days and the company's standard working hours are from 09:00 to 12:00 and 13:00 to 18:00.
- 3.2. The actual working hours will depend on the importance, complexity and urgency of the Company's activities.
- 3.3. The working time may vary according to the organisational needs of the Company.
- 3.4. The Company has a time policy, which is subject to change from time to time as the Company's shall so determine at its absolute discretion and which all Employee must comply with. This time policy forms a part of this Employment contract and can be found on the SANNE Intranet.

#### 4. Remuneration

4.1. The gross annual salary is **EUR 50,000.00** (in words: **fifty thousand euros**) at the official index applicable on your first working day.

The salary is payable by 12 monthly instalments at the latest on the last business day of the

month for which the salary is due, by transfer to the Employee's bank account, after deduction of the social security contributions and income taxes in accordance with the applicable legal provisions.

The salary is, according to the provisions of the Luxembourg law, subject to the variations of the official index on the cost of living as applicable in the Grand Duchy of Luxembourg.

- 4.2. Work related expenses will be reimbursed in accordance with the Company's rules, which are considered as part of the present employment contract.
- 4.3. Any benefits or discretionary bonuses are granted in the Company's sole and absolute discretion and as a donation. They depend on the Company's goodwill and do not confer the Employee any right to similar benefits in the future.
- 4.4. Luncheon vouchers will be provided at a face value of 10,80 EUR per day. These will be subsidised by the Employer to the value of 7.20 EUR and by the Employee at 3,60 EUR per day.
- 4.5. A parking allocation of 80 EUR net (at the official index applicable) will be deducted from your salary if you make a request for a parking space and when it will be confirmed by HR and/or Facilities. A waiting list may apply.

# 5. Taxes and social security contributions

The Employee recognizes that the place of establishment of his current or future residence may have an impact on the taxes applicable to the remuneration and benefits due to him by virtue of the execution of the present contract as well as on his affiliation to social security. In case the current or future residence of the Employee is outside of Luxembourg, the Employer takes into account the applicable international provisions in order to compute the taxes that he has to withhold at source and in order to determine the State where the affiliation as well as the payment of social security contributions shall take place. For that purpose, the Employee whose residence is outside Luxembourg undertakes to keep a record of his working days and workplaces in the form and manner prescribed by the Employer. The Employee further commits to comply with tax obligations imposed on him by the laws of her country of residence with regard to the remuneration and benefits due to him by the Employer. To this end, he recognizes that he is responsible to take all the information and perform all the steps necessary for the compliance with these obligations.

# 6. Regulated Business (if applicable)

Sanne LIS S.A. is part of Sanne Luxembourg, which is regulated as a professional of the financial sector by the Commission de Surveillance du Secteur Financial (the "CSSF") and Sanne Trust Company Limited is regulated by the Jersey Financial Services Commission (the "Commission") in the conduct of Trust Company Business. It is a condition of this agreement and the employment that at all times the Employee conduct himself in a manner which does not prejudice these regulated statuses. In particular:

- The Employee is required to read and adhere to all policies and procedures which may be amended from time to time; and
- The Employee is responsible for satisfying the CPD requirements defined by his role and the CSSF's circulars and Commission's Codes of Practice and including attendance at

sufficient structured training events to exceed the minimum CPD requirement as defined from time to time.

# 7. Holidays

7.1. The Employee is entitled to an annual vacation leave of **twenty-nine (29) days** per full year of employment.

In principle, the Employee decides when to take his leave, provided business needs or the justified request for holidays of other employees do not speak against it. Your Reporting Director must validate the time taken for holidays.

The holidays have to be taken until the end of the calendar year. The holidays not taken at the end of the year can, exceptionally and with Executive Management approval, be carried forward to the next year, but no further than to 31st March.

- 7.2. If your employment commences part way through the calendar year your entitlement to holidays during that year will be assessed on a pro rata basis.
- 7.3. If your employment terminates part way through the calendar year your entitlement to holiday during the year will be assessed on a pro rata basis and deductions from your final salary due to you on termination of employment will be made in respect of holidays taken in excess of your entitlement. You will be entitled to take such holiday during any period of notice or to payment in lieu of holidays accrued but not taken as at the date of termination of employment.

#### 8. Study costs

- 8.1. Luxembourg Investment Solutions encourages all staff to undertake Professional Development. Luxembourg Investment Solutions has a training policy, which is subject to change from time to time as Luxembourg Investment Solutions shall so determine at its absolute discretion, to which all staff must adhere. A copy of the current policy is available upon request from Human Resources.
- 8.2. In recognition of the support given by Luxembourg Investment Solutions, you will be asked to sign a training agreement for each separate programme of study.
- 8.3. In case the Employee tenders his resignation (except if such resignation is based on gross misconduct (faute grave) on the part of the Employer) or is dismissed by the Employer with immediate effect for gross misconduct (faute grave), the Employee will have to reimburse to the Employer the following amounts related to the Program and disbursed by the Employer (hereinafter called the « Paid Amounts ») in the course of the financial year during which the resignation respectively the dismissal takes place (hereinafter called the « Financial Year ») and / or the three financial years prior thereto (henceforth referred to as the « Preceding Financial Year », the « Second Preceding Financial Year »):
  - a hundred percent of the Paid Amounts in the course of the Financial Year and the Preceding Financial Year;
  - sixty percent of the Paid Amounts in the course of the Second Preceding Financial Year; and
  - thirty percent of the Paid Amounts in the course of the Third Preceding Financial Year.

The amounts reimbursable as stated above shall be reduced by an amount of exemption of EUR 1,240.- per year.

8.4. The claw back that Luxembourg Investment Solutions shall be entitled to shall comprise the course costs and examination costs paid by Luxembourg Investment Solutions which sum shall be repaid to Luxembourg Investment Solutions at such time as Luxembourg Investment Solutions shall so require.

#### 9. Sickness

- 9.1. The Employee unable to attend work as a result of sickness or accident must, on the first day of his absence, advise his Reporting Director or Human Resources Department, either personally or via a third party, of his inability to work (stating if possible, the likely duration of his incapacity). The third day of his absence at the latest, the Employee must submit a doctor's certificate to the Company, confirming his incapacity to work and stating its likely duration. A medical certificate is required for any absence due to sickness, even for the first two days. You also have the obligation to send an original medical certificate to the Caisse Nationale de Santé for each period of sickness.
- 9.2. The Employer reserves the right to request you to visit a medical practitioner, chosen at the Employer's expenses and discretion.

# 10. Health Cover

- 10.1. Medical Insurance will be provided for yourself, and may be extended at your cost to cover your family, at corporate rates, subject to acceptance by the Insurer DKV Easy Plan Healthcare and subject to the rules of the scheme from time to time in force. Details of the scheme will be provided to you.
- 10.2. Luxembourg Investment Solutions reserves the right to change the scheme provider at its absolute discretion from time to time.

#### 11. Permanent Health Insurance

Permanent Health Insurance will be provided for yourself following the successful completion of your probationary period, subject to acceptance by the Insurer and subject to the rules of the scheme from time to time in force. Details of the scheme will be provided to you upon request.

### 12. Death in service benefit

Death in Service benefit will be provided for the Employee at the rate of 4 x's annual salary. Details of the scheme will be provided to the Employee upon request.

#### 13. Office conduct

- 13.1. Luxembourg Investment Solutions operates a no smoking policy in its premises.
- 13.2. Appropriate business attire is to be worn by all staff during normal office hours.

13.3. You must comply with these and other office procedures in force and as issued or updated from time to time. A copy of the current office procedures is available upon request from Human Resources.

# 14. Other Employment

- 14.1. The Employee may not outside hours of work with Luxembourg Investment Solutions, without the prior written consent of his Reporting Director, and whether directly or indirectly, engage or carry out any other business, commercial duties, directorships or employment whether paid or unpaid which is:
  - 1. Similar to or in any way connected or competing with the business of the Company (or of any group company); or
  - 2. Likely to materially affect his performance in the carrying out of his duties to the Company (or of any group company); or
  - 3. Likely to harm the reputation or good standing of the Company (or of any group company).

The Employee will not be covered by Luxembourg Investment Solutions policy of insurance in respect of any work or position that he carry out or hold that does not form part of the employment with Luxembourg Investment Solutions and it is necessary for the Employee to ensure that he is duly and adequately covered for all and any outside work or positions that he carries out or hold under the respective insurance policies of the body or bodies for whom he is providing such services.

# 15. Termination of the employment relationship

Termination of the employment contract, in particular the notice period, is governed by the applicable provisions of the Luxembourg Labour Code.

After completion of the probationary period, the following notice periods apply:

Length of service	Notice Period to be given by Luxembourg Investment Solutions	Notice Period to be given by Employee
< 5 years	2 months	1 month
5 to 10 years	4 months	2 months
>10 years	6 months	3 months

#### 16. Data protection

16.1. In accordance with the provisions of the applicable legislation, in particular Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, hereafter "GDPR"), the Employee acknowledges that he/she has been informed and that he expressly accepts that the Employer uses, both during and after his employment (as far as necessary and without prejudice to paragraph 3 below), within the framework of the Company and within the limits of the applicable regulation, his/her personal data such as, especially, name, address, date and place of birth, social security number, photo and / or any other reproduction of himself/herself. The legal basis for the processing of the Employee's personal data is the execution of the employment contract concluded with the Employee. The purpose of the processing is the

- administration of the payroll and the human resources as well as the good execution of the employment contract.
- 16.2. The Company is responsible for the processing of the Employee's personal data.
- 16.3. The Employee is informed that the Employer will keep data concerning his employment, among others, in electronic form, and he/she expressly agrees that such data, for professional use, may be stored or transferred to any other place of work of the Employer or of the group of which the Employer is a member, including companies of the group that are established abroad, as well as to subcontractors or other co-contractors of the Employer (e.g. for the execution of a mission with this co-contractor, etc.). The Employee's personal data are kept no longer than is necessary for the purposes for which they are collected and processed. The retention period essentially depends on the type of data. As an example, data relevant for the accounting of the Company may be kept for a duration of up to 10 years after the end of the employment relationship. Data that may serve as evidence in case of dispute, actions or demands from employees, may be kept for a duration of 3 years after the end of the employment relationship (this period is in line with the provisions of article 2277 of the Civil Code, stipulating that there is a time limit of 3 years for actions relating to the payment of remunerations of any kind).
- 16.4. The persons occupying the following positions are the recipients of the employees' personal data: Senior Management, IT and HR.
- 16.5. The Employee has, in addition to the rights to be informed and to rectify his personal data, the right to require erasure of his personal data, provided that constraints and legal obligations applicable to the Employer do not conflict with this.
- 16.6. In particular situations specified in the GDPR, the Employee may also request the right to obtain restriction of processing so that the personal data can only, with the exception of their retention, be treated with the consent of the Employee.
- 16.7. In particular situations specified in the GDPR, the Employee has the right to receive all personal data concerning him/her and provided to the Company, and to transfer them to another controller (right to data portability). The Employer reserves the right to charge a fee for such transfer, especially in the case of frequent requests and / or in the event of a request deemed excessive in the volume of the data. The Employee has to inform the Employer in writing in due course before the end of the employment contract if he intends to make use of this right. Otherwise, the Employer cannot be held responsible for the erasure of the personal data.
- 16.8. Without prejudice to any other administrative or legal remedy, the Employee has the right to lodge a complaint with the national supervisory authority if he considers himself being the victim of a breach in the processing of his personal data.
- 16.9. Details of how your data may be processed in The Company's Privacy Statement which can be found on our website. Any questions relating to the processing of personal data should be addressed to <a href="mailto:dpo@sannegroup.com">dpo@sannegroup.com</a>.

# 17. Confidentiality

The Employee is required to read and sign the Company's Declaration of confidentiality and to comply with the terms contained within it both during the employment and thereafter. The Declaration of confidentiality forms a part of this Employment Contract. A copy of the current Declaration of Confidentiality is attached at Appendix I.

## 18. Non-competition and non-solicitation

The Employee is required to read and sign the Company's Restrictive Covenant Provisions and to comply with the terms contained within it both during his employment and thereafter. The Restrictive Covenant Provisions form a part of this contract of employment. A copy of the current Restrictive Covenant Provisions is attached at Appendix II.

### 19. Intellectual property rights

19.1. All copyrights, intellectual property and patent rights and all other ancillary rights related to the professional activities of the Employee are the exclusive property of Luxembourg Investment Solutions, and no indemnity is due in this connection.

To the extent necessary, all such rights are assigned with no other compensation than the remuneration of the Employee.

19.2. The Employee authorise Luxembourg Investment Solutions and any entity belonging to the Sanne group of companies to make free use with no indemnification of all or part of the products of his professional activities.

# 20. IT Policy

The Employee is required to read and sign Company's IT Policy and to comply with the terms contained within it both during your employment with Luxembourg Investment Solutions and thereafter. The IT policy forms a part of your contract of employment. A copy of the current IT Policy is attached at Appendix III.

## 21. Final Provisions

21.1. The Employee states that she has received a copy of the Company's working regulations and accepts all its applicable provisions and appendixes. In the event of any inconsistency with the Company's working regulations, the rules in this employment contract prevail.

By signing this employment contract, the Employee also subjects him/herself to all current and future Company regulations and/or policies of the Company.

The Employee undertakes to comply fully with the Company's staff manuals, regulations and instructions.

- 21.2. The employment contract is governed by Luxembourg law and may only be amended in writing by the Parties hereto. Any dispute arising out of, or in connection, with this employment contract shall be submitted to the courts of the Grand Duchy of Luxembourg.
- 21.3. If one or more provisions of this employment contract is/are or become(s) totally or partially invalid or unenforceable, the validity of the remaining clauses shall not be affected. The invalid or unenforceable clauses have to be completed or interpreted in such way that the meaning of the employment contract is not changed.
- 21.4. For matters not expressly set forth in this employment contract, the Parties refer to the legal,

- statutory and administrative provisions applicable in the Grand Duchy of Luxembourg.
- 21.5. The Parties hereto confirm to have sufficient knowledge of spoken and written English to fully understand the provisions of the present contract.

This employment contract is made in duplicate, each party acknowledging having received one original.

Signed in Senningarberg, on M10312522

Christian Hertz

Country Head Luxembourg Sanne LIS S.A.

Leticia Yammine

The Employee

Chantal Trausch

Associate Director, Human Resources

## **Declaration of confidentiality**

I hereby acknowledge that any and all information gained by me during the period of my employment relating to the business and affairs of Luxembourg Investment Solutions and any of its group or associated companies or entities (together the "Group") or their clients is or may be confidential ("Information") and shall remain the property of the Group or of their aforementioned clients.

I hereby acknowledge that at all times Information must be treated with the utmost respect and confidentiality and I hereby declare and undertake during or at any time after the period of my employment with Luxembourg Investment Solutions to maintain total confidentiality and not to, at any time or under any circumstances, disclose to or discuss with any unauthorised third party (whether outside or within Luxembourg Investment Solutions) any of the Information, howsoever the Information may have been obtained, whether in the ordinary course of my duties or otherwise as it may cause damage to the Group or their clients.

I hereby acknowledge that Group or client papers and documents whether in paper or electronic or other form should not be removed from any office of the Group unless for the purpose of attending an external meeting involving that client's affairs or for the purpose of working on those papers in a secure location outside any office of the Group. In transportation of Group or client papers and documents, great care should be taken to avoid disclosure.

I hereby declare and undertake that I will, upon any breach or suspected breach of security and/or confidentiality and/or loss of any client papers and documents, or upon my having any reason to believe that any unauthorised person may have gained access to such papers and documents, immediately report the same to Group.

I hereby declare and undertake that all notes, memoranda, documents and other Information which shall be acquired, received or made by me during the course of my employment with Luxembourg Investment Solutions shall be surrendered by me at the termination of my employment or at the request of the board of Luxembourg Investment Solutions at any time during the course of my employment.

I hereby acknowledge that the importance of confidentiality cannot be over emphasised and therefore I understand and agree that any breach of a client or the Group's confidentiality or security might result in immediate dismissal with loss of all benefits and might result in an action against me for damages if the Group or their clients suffer a loss as a result of a breach.

I acknowledge and confirm that this declaration and undertaking shall remain in force notwithstanding, and following, the termination of my employment with Luxembourg Investment Solutions for whatever reason.

15/03/2022

Signed

Date

Leticia Yammine

#### **Restrictive Covenant**

I undertake that during my employment under this agreement and for a period of 12 calendar months from the date of my ceasing to be employed by Luxembourg Investment Solutions I shall not act in competition with Luxembourg Investment Solutions, directly or indirectly, and whether on my behalf or on behalf of any other person, firm, company or other organisation, by:

- 1. Dealing through the exercise of a personal enterprise with any person, firm, company or other entity who is or has been within the 12 months preceding the termination of my employment a client or prospective client of the Group; or
- 2. Canvassing or soliciting business or custom from any person who is or has been at any time a client or prospective client of the Group; or
- 3. Canvassing or soliciting business or custom from any person ("Introducer") who has at any time introduced or referred a client or prospective client to the Group, other than any Introducer with whom I have a business relationship prior to the commencement of my employment with Luxembourg Investment Solutions and/or any Introducer with whom I am primarily instrumental in creating and establishing a business relationship between such Introducer and the Group during and as part of my employment with Luxembourg Investment Solutions; or
- 4. Inducing or encouraging any director, officer or employee of the Group to leave the employment of the Group (whether or not any such person would commit a breach of contract in so doing); or
- 5. Using or allowing to be used (in so far as it lies within my control) any trade or business name used by the Group at the date hereof or subsequently or any other name intended or likely to be confused with such a trade name or business name.

For the purposes of this section: "prospective client" means:

- i) any person to whom, at the date of termination of my employment, the Luxembourg Investment Solutions and/or the Group has offered to supply services, or to whom Luxembourg Investment Solutions and/or the Group has provided details of the terms on which it would or might be willing to supply services, or with whom Luxembourg Investment Solutions and/or the Group has had any negotiations or discussions regarding the possible supply of services; and
- ii) with whom I have had personal contact or dealings in the course of my employment with Luxembourg Investment Solutions; or
- iii) in relation to whom I had access to confidential information during my employment with Luxembourg Investment Solutions.

I accept that the restrictions in this section are reasonable and necessary to protect the legitimate business interests of Luxembourg Investment Solutions and/or the Group.

I accept that each of the restrictions in this section shall be enforceable by Luxembourg Investment Solutions and/or the Group independently of each of the other restrictions and that its validity shall not be affected if any of the other restrictions is or is held to be invalid; if any of the restrictions are void but

would be valid if some part of it was modified or deleted I accept that the restriction in question should apply with such modification(s) or deletion(s) as shall be necessary to make it valid.

Signed

15/03/2022

Leticia Yammine

## **Luxembourg Investment Solutions IT Policy**

## Introduction and scope

This policy relates to the use and monitoring of all of Company's information assets and communication systems, which for the avoidance of doubt include telephones, mobile telephones, Blackberries, facsimile machines, computers (including laptops, personal organisers and tablets), email, the internet, any intranet and any extranet.

Luxembourg Investment Solutions provides IT and communication systems for business purposes and the use of these systems at all times is subject to this policy. Breach of this policy in your use of Company's IT and communication systems will be considered a disciplinary issue.

This policy applies to all employees, contractors and agents ("staff") who use or connect to Company's IT and communication systems, regardless of ownership of the physical device being used.

## E-mail

Email correspondence is not private. Emails can be easily intercepted, copied, forwarded and stored without the original sender's knowledge. You must take into account the fact that any email you send may be read by a person other than your intended recipient.

You must keep your mailbox size to a minimum by deleting read and sent emails. Mailbox quotas limits are in place and will prevent outgoing emails if quota limits are reached. You will receive warnings in good time as you approach your mailbox quota limit, please do not ignore these warnings. Mimecast has been deployed as an archive solution that keeps all emails sent and received for 50 years and so dispenses the need for large mailboxes. Mimecast is user friendly, accessible via an Outlook plugin, web browser and smart phone app. Contact the helpdesk to make sure you can access Mimecast using the various methods.

You are not permitted to save copies of emails on your machine or the file server due to security and data duplication issues.

The use of Outlook Archiving function has been disallowed and it is prohibited to use this function in any way. Should there be a need to export emails for a business reason contact IT. Again Mimecast is in place for email archiving.

Any attachments which contain important or confidential material should be password protected.

All messages and files are automatically scanned for viruses before being introduced into the network, but this does not provide a complete guarantee of protection. All employees have an obligation to be cautious when opening emails and attachments to emails from unknown sources. If you have any doubts about opening an email or attachment, speak to the IT department first.

Contracts can be entered into by email in the same way as they are by letter or on the telephone. You must at all times take care to ensure that you do not inadvertently enter into contracts which bind Luxembourg Investment Solutions by email, and you should be aware that contracts must only be entered into in accordance with the company's normal authorisation procedures.

You must not under any circumstances send messages or attachments whether within or outside Luxembourg Investment Solutions which are;

- Abusive, including the use of foul language
- Malicious
- Discriminatory in any sense (e.g. sex, sexual orientation, age, race, religion, gender or disability)
- Defamatory about any other person or organisation
- Bullying or intimidating in content

If you receive any such messages from outside the Company you must delete them and must not forward them either within or outside the company. Sending emails of the type described above is likely to be treated as a disciplinary offence and could give rise to a dismissal for gross misconduct.

#### Internet

Luxembourg Investment Solutions has put technical measures in place to prevent access to internet and other web based resources which contain explicit, illegal or other inappropriate materials. If you believe you have a relevant business need to access any site which contains such materials you must obtain the express permission of the Group Executive (i.e. the CEO, COO or CFO)

Much of the information that appears on the internet is protected by copyright. Unauthorised copying or modifying of copyright protected material, including software, breaches copyright law. Therefore, downloading software or copyright protected information is not permitted, as it may make you and/or Luxembourg Investment Solutions liable to legal action.

## Confidentiality

You must not use Company's IT and communications systems whether alone or in conjunction with any other device to make an unauthorised disclosure or copy of confidential information belonging to Luxembourg Investment Solutions.

The unauthorised disclosure or copying of information belonging to Luxembourg Investment Solutions is likely to be treated as a disciplinary offence and could give rise to a dismissal for gross misconduct.

Such confidential information shall include without limitation details of:

- Business contacts, associates, lists of customers and suppliers and details of contracts with them
- Identities of potential clients and associates
- Accounts, trading statements, statistical information and other financial reports
- Corporate and marketing strategy, business development plans, sales reports and research results and forecasts
- Details of the employees, management, directors of Luxembourg Investment Solutions and of

the remuneration and other benefits paid to them

 Presentations, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by Luxembourg Investment Solutions

## Monitoring and data protection

In order to protect the interests of Luxembourg Investment Solutions and to maintain the performance, effectiveness, integrity and security of the Company's network and information assets, Luxembourg Investment Solutions has tools in place to monitor the use of all information assets (including telephones and computers) and intercept telephone, email communication and internet usage by staff.

Monitoring is undertaken using the following automatic procedures:

- Automatic checking of emails and attachments for viruses.
- Automatic checking of emails for multimedia attachments and offensive words.
- Automatic checking of disks, CDs and internet sites for viruses
- Automatic measures in place to prevent software from being installed on or deleted from the Company's computers
- Automatic blocking and recording access to certain files and pages on the internet
- Automatic blocking of the connection of unauthorised devices to the network

Monitoring of the content of emails, internet use or telephone calls is not routinely carried out, but may be carried out in some situations.

- Where Luxembourg Investment Solutions has reasonable grounds to believe a staff member is breaching this or any other policy of the company
- Where there is a suspected breach of contract or a serious under-performance
- For the purpose of assisting in the investigation of wrongful acts
- To comply with any legal obligations
- For the purpose of defending or prosecuting any legal action brought against Luxembourg Investment Solutions

You should not expect that your personal use of Company's IT and communication systems to remain private.

The holding, processing and disclosure of personal data in electronic form is regulated by the provisions of data protection legislation. Personal information relating to a living individual who can be identified from that information should not be sent by mail unless proper checks have been made to ensure that this will not involve any breach of that legislation.

You must also comply with the Data Protection Law.

## Security

Employee access to Company's IT and communication systems is subject to satisfactory security checks being carried out in the reasonable discretion of the Company.

If you are provided with a portable computer, mobile phone, personal organiser and/or any related or similar equipment, you must ensure its security at all times. You must in particular

- Never leave computer equipment including discs, CDs and DVDs in an unattended vehicle, or unattended in public
- Always lock mobile equipment when not in use so that it cannot be used without entering your log-on ID
- Keep your passwords confidential. Certain IT systems will force you to change passwords regularly. In the case of systems which do not force a periodic password change it is recommended that you change the password at least every three months
- User passwords must now meet the following requirements:
  - The password is at least six characters long
  - The password contains characters from at least three of the following four categories:
  - English uppercase characters (A Z)
  - English lowercase characters (a z)
  - Base 10 digits (0 9)
  - Non-alphanumeric (e.g!, \$, #, or %)
  - The password cannot contain the user's account name or parts of the user's full name that exceed two consecutive characters.
- Lock the terminal if you leave a terminal unattended so that it cannot be used without entering your log-on ID in order to prevent unauthorised users using it in your absence

If your computer equipment is lost or stolen you must report the incident to the police immediately, and notify your manager/director as soon as possible. The incident will be fully investigated, and may be treated as a disciplinary issue if you have failed to take adequate steps to safeguard the security of equipment in your possession.

You must not attempt to gain access to any part of the network to which you are not permitted access. You must not connect or attempt to connect any device to the network without express authority from the IT department and you should be aware that the company has in place automatic measures to prevent this.

In particular you should not attempt to connect any of the following devices to the company's network:

- An unauthorised file or information storage device
- A mobile phone or PDA not issued by the company
- An MP3 Player or similar device

- A gaming device
- A camera or flash memory card

A breach of the prohibition contained on connecting devices to the Company's network is likely to be treated as a disciplinary offence and could give rise to a dismissal for gross misconduct.

### Personal use

A limited amount of personal use of Company's systems is permitted subject to the following rules:

- Work on Luxembourg Investment Solutions business must always take priority over your personal use of the company's systems
- Any personal use must not delay or interfere with the proper performance of the duties of any member of staff
- All personal email messages must make it clear that they are sent in a personal capacity and not on behalf of the company and must include in the subject field a statement that the email is "Private"
- Where you are in receipt of personal emails you should advise the sender that these may be monitored
- All personal emails should be deleted as soon as read or sent
- You may not use Company's systems to transfer, store or download information and files for your personal use including (but not limited to) MP3, AVI, WMV files and other similar formats If your personal use exceeds an acceptable level in the reasonable opinion of the company or you do not comply with these rules your access to the system may be curtailed and you may be subject to disciplinary action.

## Consequences of a breach of this policy

Breach of this policy in your use of Company's IT and communication systems will be considered a serious disciplinary matter and will be dealt with accordingly. Examples of offences which may be considered to be gross misconduct (the list is not exhaustive) which may result in immediate dismissal are:

- Excessive visiting of non-job related internet sites during your normal working day
- Introducing a virus to the computer system by inserting a disk, CD or DVD into a company computer without running a virus check, via email or from downloading an Internet file
- Misuse of the computer system which results in any claim being made against Luxembourg Investment Solutions
- Accessing pornography or any other illegal material on the Internet and/or circulating it
- Unauthorised copying or modifying of copyright material
- Unauthorised downloading of software or files

- The connection of an unauthorised device to the network
- Use of the Internet for criminal activity

In less serious cases you may have access to the email/internet from your computer removed or other disciplinary action taken against you short of dismissal.

Should you have any concerns or questions about this policy please contact the I.T. Department.

15/03/2022

I acknowledge that I have read and understood the terms of this IT policy.

Signed

Date

Leticia Yammine

Appendix IV

Job specification

I have received, reviewed and fully understand the job description for Junior Legal Counsel at Legal

Department. I further understand that I am responsible for the satisfactory execution of the essential

functions described therein, under any and all conditions as described.

Key responsibilities

• Reviewing and negotiating any agreements LIS is party to, including AIFM agreements,

distribution agreements, depositary agreements, administration agreements etc.

Reviewing fund constitutive documents;

• Advising the various business areas on legal interpretations and regulatory changes;

Assisting in client onboardings;

· Maintaining and continuously upgrading checklists and templates for all key documents;

• Participation in a high number of projects inherent to the management company, the life cycle

of the funds, compliance, operations, etc.

• Ensuring compliance with policies and processes of the legal team;

Maintaining AIFM passport notifications with the CSSF;

• Striving for continuous improvements in the operating practices and processes of the legal team

including identifying efficiencies, improvements and opportunities to reduce costs;

15/03/2022

On-going legal watch;

Preparation of internal and external legal updates.

Signed

Leticia Yammine

Date