

Access Agreement for the “yourassets” Secure Site

(for clients only)

Client no.

BETWEEN

OneLife S.A., a public limited company governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 38, Parc d'Activités de Capellen, L-8308 Capellen, Grand Duchy of Luxembourg, RCS Luxembourg registration number B.34402.

Hereafter referred to as “**OneLife**”,

AND

the client(s), being:

Authorised User 1 (individual)

☐ Mr. ☐ Ms.

Last name

First name

Address 1

Address 2

Postcode

Town

Country

Email

Mobile telephone no.

Authorised User 2 (individual)

☐ Mr. ☐ Ms.

Last name

First name

Address 1

Address 2

Postcode

Town

Country

Email

Mobile telephone no.

Hereafter referred to as the “**Authorised User**”,

collectively referred to as the “**Parties**”, each individually being a “**Party**”.

Whereas:

- OneLife has entered into a life insurance or group insurance contract (the “**Contract**”) with a policyholder (the “**Policyholder**”).
- The Policyholder may appoint one or more representatives to access the Contract and the information relating thereto, including, where applicable, the Policyholder itself, each of them constituting an “**Authorised User**”.
- The powers, access rights and terms of intervention of each representative, and consequently of each Authorised User, are defined exclusively in the power of attorney duly signed by the Policyholder (the “**Power of Attorney**”).
- In the event of any discrepancy between the provisions of this document and those of the Power of Attorney, the provisions of the Power of Attorney shall prevail. The Power of Attorney is the only authoritative document as regards the scope of the powers conferred on each Authorised User.
- OneLife offers to each Authorised User a yourassets site service (hereafter the “**yourassets site**”).
- Each Authorised User intends to subscribe to the yourassets site offered by OneLife.
- This Access Agreement (hereafter the “**Agreement**”) shall govern the contractual relations between OneLife and each Authorised User regarding the access and the use of the yourassets site.

ACCORDINGLY, IT IS AGREED THAT

Article 1 – Purpose

- 1.1 The purpose of this Agreement is to set out the rights, obligations and responsibilities of the Parties concerning access to and utilisation of the yourassets platform, providing the Authorised User with access to the details of their Policy.
- 1.2 It is hereby specified that the general terms and conditions applicable to the Contract between OneLife and the Policyholder (the "**General Terms and Conditions**") govern the underlying contractual relationship. The Authorised User undertakes to comply with the General Terms and Conditions insofar as they are applicable to its access to and use of the yourassets website, without prejudice to the specific provisions of this Agreement.
- 1.3 As an exception to the previous paragraph, the present Agreement cancels and replaces any existing Agreement for the yourassets site that might have been previously signed between the Parties.

Article 2 - Nature of the yourassets site services

- 2.1 The yourassets website enables the Authorised User to access general information relating to OneLife's products and services as well as confidential information relating to the assets and data connected with the relevant Contract.
- 2.2 OneLife provides each Authorised User with access to services, including, where applicable, transactional services, strictly within the limits of the powers conferred on it under the duly signed Power of Attorney. The scope of the access and functionalities available is determined exclusively by the provisions of said Power of Attorney.
- 2.3 The Authorised User may receive information in various forms, both electronically and in other formats. The Authorised User expressly agrees that such information will be provided via the yourassets platform and that such information via the yourassets platform shall be valid between the Parties.

Article 3 – Access to the yourassets site of OneLife

- 3.1 Access to the yourassets site is subject to the general availability of OneLife's IT infrastructure. The Authorised User accepts that maintenance, upgrades or other modifications to this infrastructure may impede the availability of the service from time to time and that OneLife shall bear no liability in this respect.
- 3.2 Secure access to the yourassets platform requires the following elements: a user number (the "**User ID**"), a confidential password which must be created by the Authorised User (the "**Password**") and a personal and valid e-mail address and mobile phone number.
- 3.3 Unless expressly provided for otherwise, the User ID will be forwarded to the Authorised User by e-mail, containing a link enabling the Authorised User to create their Password online.

The Authorised User shall refrain from communicating, disclosing, transmitting or making the User ID or the Password accessible to any third party in any way whatsoever, and shall remain solely responsible for their confidentiality and use.
- 3.4 On first logging in to the yourassets website, the Authorised User will be required to provide a valid, personal telephone number and e-mail address. These details must be provided by the Authorised User in order to enable him or her to obtain access to the yourassets website and to use the various functionalities of the yourassets website.

Where the Authorised User is the Policyholder, or, in the case of a joint subscription, one of the Policyholders, these details must be provided in that capacity.
- 3.5 The Authorised User may only access those client portfolios for which he has expressly been given a Power of Attorney by these clients.
- 3.6 Access to the yourassets site will be denied if OneLife detects any problem in the Authorised User's authentication process.
- 3.7 Access to the yourassets site requires internet access via an Internet Service Provider (ISP) or similar, and/or use of the public/private telephone network. Such access shall be at the Authorised User's expense. The Authorised User is aware that such access routes via the public/ private telephone network or ISP may not be secure. The Authorised User shall follow carefully the access procedure defined by OneLife.
- 3.8 The Authorised User shall take all necessary steps to ensure that the technical characteristics of their IT infrastructure (including, without limitation, the Authorised User's personal computer, their internet access, phone service and any other electronic device used to access and exploit the yourassets platform) are appropriate for viewing confidential information and for securely accessing the services provided via the yourassets platform.
- 3.9 In case of need, the Authorised User may contact OneLife for assistance, at no charge except for the Authorised User's communication costs, during OneLife's office hours. OneLife will endeavour to provide the necessary assistance to the Authorised User within a reasonable time frame but cannot be held liable for its failure to do so, except in case of gross negligence or wilful misconduct by OneLife.
- 3.10 All data available to the Authorised User through the yourassets site shall be supplied for information purposes only and shall be supplied without prejudice to any change resulting from the execution of any pending transaction or operation.
- 3.11 For any further information, please refer to the connection guide which is available upon simple request to OneLife.
- 3.12 In light of constant technical and technological developments, OneLife reserves the right at all times to adapt or modify the security system at its sole discretion, in order to guarantee the highest level of security that may reasonably be implemented given the state of the art. The Authorised User hereby accepts any such decision. The Authorised User shall be notified, of any such case. The Authorised User may terminate this Agreement at any time by simple notification thereof forwarded to OneLife. In such a case, the Authorised User expressly accepts that the notification is to be made directly via the yourassets platform and shall be enforceable against the Authorised User.

Article 4 – Tariff

- 4.1 OneLife shall invoice no fees, such as access fees or basic, information and transactional services related thereof. However, OneLife reserves the right to do so in the future under the terms set out below.
- 4.2 If OneLife was to invoice, in the future, for access to the yourassets site and/or the services proposed on this site, then the Authorised User shall be informed thereof at least one month beforehand through a notice circulated on the yourassets site. During that month, the Authorised User may terminate the present Agreement at any time by simply notifying OneLife by mail or email.
- 4.3 Any costs relating to transactions performed via the yourassets platform associated with the Authorised User's Policies are set out in the General Terms and Conditions and/or in the terms and conditions of the Policies in question.
- 4.4 The costs of any IT/phone/internet equipment (notably including hardware, installation and maintenance, internet access subscriptions and phone services) relating to utilisation of OneLife's online services shall be borne by the Authorised User.

Article 5 – Proof of the transactions carried out on the yourassets Site

- 5.1 The parties agree that the transactional orders performed in respect of the access mode to the yourassets Site, provided under clause 3 hereof, constitute proof of the reality of the order, in its content and in the identity of the Authorised User who placed the order. As a consequence, the transactions performed in execution of those orders will be completely enforceable against the Parties involved.
- 5.2 The recording or reproduction by the computer system of orders and transactions executed and validated by the Authorised User through the security and authentication system managed by OneLife, shall constitute proof for the Parties of the transactions executed and the justification of the same. security and authentication system managed by OneLife, constitutes proof for the Parties of the transactions carried out and justification for their of their charge(s) to the corresponding Policy(ies).
- 5.3 OneLife reserves the right to adopt another solution aimed at authenticating the signature of the Authorised User who placed the order for the transaction, unilaterally and at any time, according to relevant developments. In this case, the Authorised User will be informed thereof at least one month in advance through a notice. The Authorised User may terminate this Agreement at any time by simple notification to OneLife.

Article 6 – Liabilities in case of loss, theft or abuse of the identification codes

- 6.1 The Authorised User shall protect their user id and password against theft, loss and misuse.
- 6.2 Should the Authorised User identify or suspect any misuse of their account via the yourassets platform, it is strongly recommended that they change their personal password. In the event of the loss of their user id, password or phone, or should they suspect that a third party may have obtained their user id, password, phone number or access to their e-mail address, whether as a result of theft of otherwise, the Authorised User shall immediately notify OneLife by phone, with written confirmation to follow, of any such misuse, loss or theft of User ID, password, phone number or e-mail address, whether real or suspected.

On receipt of any such notification, OneLife shall block access to the Authorised User's account if not already blocked as a security measure. OneLife shall be entitled to block the Authorised User's access to the yourassets platform at any time should it suspect misuse or violation of the system. OneLife shall reactivate the Authorised User's access to the yourassets platform on receipt of a reconnection request duly signed by the Authorised User.
- 6.3 OneLife is entitled to demand that the Authorised User delivers evidence that no abuse or misuse has been made or is made of the system before the actual reactivation of the access and the Authorised User undertakes to provide such evidence to OneLife forthwith at the latter's request. OneLife cannot be held liable for any direct or indirect consequence of any blocking, misuse or abuse as foreseen in this clause, except in case of OneLife's gross negligence or wilful misconduct.
- 6.4 The Authorised User declares that he/she is aware of the technical capabilities and limitations, especially regarding response time, of the internet to consult or transfer data.
- 6.5 The Authorised User shall take particular care to ensure that the personal computer or other electronic device he/she uses to connect to the yourassets website is not infected with a hostile program (e.g. virus, worm, Trojan horse, etc.). OneLife has the right, at any time, to demand proof from the Authorised User that he/she has equipped his/her computers with protection against the above-mentioned programs and the Authorised User undertakes to immediately provide OneLife with such proof if requested by OneLife.
- 6.6 Any information of any kind sent to the Authorised User at his/her request by OneLife is transmitted at the Authorised User's own risk.
- 6.7 OneLife may not be held liable for any non-receipt or unsatisfactory receipt of information sent by OneLife to the Authorised User or vice versa, to their intermediary or to any other address notified as set out in Article 3.3, unless in the case of gross negligence or wilful misconduct on the part of OneLife.
- 6.8 OneLife may not be held liable for any inappropriate or fraudulent use of confidential data by the Authorised User or any third party, unless in the case of gross negligence or wilful misconduct on the part of OneLife. The Authorised User agrees to indemnify and hold harmless OneLife against any compensation claim that may be made against OneLife due to the inappropriate or fraudulent use of personal data in the context of this agreement.
- 6.9 OneLife shall not be involved in any dispute which may arise between the Authorised User and his/her ISP or telephone network provider, or any other intervening party either concerning the confidential nature of the information transmitted or the cost of the transmission.
- 6.10 The Authorised User acknowledges that they access and use the yourassets platform at their own risk and under their sole responsibility, and that OneLife may not under any circumstances be held liable for any damage that may result therefrom for the Authorised User, unless in the case of gross negligence or wilful misconduct on the part of OneLife.

Article 7 – Protection of personal data

- 7.1 OneLife is the data controller for all Personal Data (as defined in the Personal Data Policy of OneLife) forwarded to them in the context of subscribing or administering the subscription of the Authorised User on the yourassets platform. All Personal Data will be processed in accordance with Personal data Legislation and Regulations (as defined in the Personal Data Policy of OneLife), with the Personal Data Policy of OneLife and with this article.
- 7.2 OneLife has taken and will continue to take all reasonable steps to keep confidential the Personal Data provided by the Authorised User to OneLife by taking into account technological developments.
- However, the Authorised User accepts that OneLife is not able to avoid all risks associated with the use of the internet, including those related to the security architecture of the Authorised User's system.
- The Authorised User is aware that other users of the internet may have access to his/her data, if the Authorised User neglects certain security aspects.
- 7.3 By signing this Agreement, the Authorised User explicitly acknowledges that OneLife will collect, retain and process Personal Data in order to execute the Authorised User's subscription on the yourassets platform, notably for the purposes of analysing risks, processing the subscription, preparing, issuing, administering and executing any request emanating from the Authorised User, preventing fraud and meeting the legal obligations incumbent on OneLife. Such Personal Data will not be used for commercial purposes unless the Data Subject has explicitly consented to such use (as defined in the Personal Data Policy of OneLife).
- 7.4 In accordance with the law of 7 December 2015 on the insurance sector applicable to Luxembourg insurance companies and pursuant to applicable personal data protection legislation and regulations, the Policyholder authorises the communication and transfer of his or her personal data to the Authorised User, within the limits defined by the Power of Attorney relating to that Authorised User.
- 7.5 For further information about this article, about the Personal Data Policy of OneLife or about this Agreement, the Authorised User may contact OneLife at the following address:

The OneLife Company S.A.
To the attention of the Data Protection Officer (DPO)
BP 110
L-8303 Capellen, Grand-Duché de Luxembourg
dpo@onelife.com
Tel. (+352) 45 67 301 | Fax. (+352) 45 67 34

- 7.6 The Authorised User must specify their client number, related Policy number or User ID when contacting OneLife.

Article 8 – Intellectual property rights

The software enabling OneLife to offer online services to its Authorised Users, including the software specially designed for the yourassets platform, in addition to the yourassets platform itself and its component parts, are protected by copyright and trademarks. The Authorised User undertakes only to use the software for connections with OneLife. The Authorised User undertakes not to copy, modify or in any way infringe the copyrights associated with such programmes.

In other words, OneLife only grants to the Authorised User a non-exclusive and non-transferable licence to use the software enabling them to access the yourassets platform and online services. Notwithstanding the existence of any such licence, all copyrights and other intellectual property rights held by OneLife or any third party shall remain the property of OneLife or such third parties.

Article 9 – Duration and Termination

- 9.1 This Agreement is concluded for an unlimited period of time. Save if otherwise provided, each party shall have the right to terminate this Agreement by sending a written prior notice at least one (1) month in advance.
- 9.2 OneLife shall immediately terminate access to and use of the yourassets site :
- on the day of notification of the death or incapacity of the Authorised User;
 - in case of total surrender or renunciation of the Policy(s) concluded between OneLife and the Policyholder(s);
 - if the Authorised User commits a serious breach of any of the provisions of this Agreement.
- 9.3 In case of termination, the Authorised User undertakes to return forthwith to OneLife any and all documents or information provided with respect to the yourassets site and on-line services.
- 9.4 Any termination notice shall be sent by registered mail with acknowledgement of receipt to the other party's address or directly by email as stated in this Agreement or as notified to the other party in writing.

Article 10 – Responsibility

- 10.1 The Parties accept that the obligations of the OneLife, and particularly those with respect to access, authentication of the person who placed the order and security, are qualified as best-effort obligations.
- 10.2 Except in cases of wilful misconduct or gross negligence, OneLife shall not be liable for:
- In the case of error or omission concerning the information provided by OneLife or any third party and made available to the Authorised User on the yourassets platform.
 - for any direct or indirect loss or damage suffered by the Authorised User as a result of using the yourassets Site. The information provided via the yourassets Site is provided for informational purposes and OneLife assumes no responsibility for the use of the information or any security leaks on the Authorised User's system.
 - In the case of loss or damage resulting from access, attempted access and/or an abusive, illegitimate or other type of use in contravention of the rules set out herein with regard to the yourassets platform or otherwise communicated by OneLife.
 - in the event of damage to the Authorised User's equipment and the data stored therein as a result of interruption or stoppage for various reasons, such as: upgrading, repair, inspection, maintenance, breakdown, technical problems, interruption of the telephone network, overloading, negligence or fault on the part of a third party or the Authorised User, as well as in the event of events beyond the control of OneLife

- In the case of damage resulting from a virus or any form of bug, programme or application incompatible with the infrastructure used for the performance of these Conditions, or any damage suffered by the Authorised User due to any transaction that may be incorrectly recorded following a system crash or shutdown, resulting from reasons notably including, but not limited to, development, restoration, inspection, maintenance, system crash, technical issues, phone network outage, power surge, negligence or fault on the part of the Authorised User or any event outside the control of OneLife. The Authorised User accesses the yourassets platform via public communication networks entailing certain risks by their very nature. The Authorised User must therefore take steps to counter the risk of computer hacking by adopting an appropriate and secure IT configuration, notably by means of regularly updated virus detection and protection software. OneLife may not be held liable for any damage suffered by the Authorised User during or after any navigation session on the yourassets platform.

10.3 The Authorised User will be liable for any negligence in the use of the elements of the security system provided by the OneLife.

Article 11 – Modification

Any modification of this Agreement shall be notified by OneLife to the Authorised User at least one (1) month before the effective date thereof via all reasonable means, including, without limitation, via the yourassets platform or any other electronic means. The Authorised User shall be deemed to have noted and accepted any such modification unless they terminate this Agreement within one month of receiving notification of the corresponding modifications.

Article 12 – Confidentiality

- 12.1 The Parties undertake not to disclose to any third party, other than the Policyholder(s) concerned, any information they may have received from the other Party in the context of this Agreement, (including any information relating to the software).
- 12.2 This article shall survive the termination of this Agreement.

Article 13 – Miscellaneous

- 13.1 Should any provision of this Agreement become illegal, invalid or unenforceable, said provision shall be interpreted or, if significant, be amended such that it reflects as closely as possible the intention and objectives of the original provision within the context of this Agreement. All other provisions and or General Terms and Conditions shall not be invalidated or affected in anyway and shall retain their full force
- 13.2 This Agreement shall be interpreted and governed in accordance with the laws of the Grand Duchy of Luxembourg, unless a mandatory law or regulation stipulates application of the law of another country.
- 13.3 In case of dispute concerning the interpretation or performance of the present Agreement, the sole courts of Luxembourg City, Grand Duchy of Luxembourg shall have jurisdiction
- 13.4 The present Agreement has been drawn up in as many original copies as there are Parties to this Agreement, each Party acknowledging receipt of one original copy.

Article 14 – Special reciprocal mandate to use the Secure Site

In the event of multiple Authorised Users, such persons hereby provide each other with reciprocal authorisation to represent any other vis-à-vis OneLife for the purposes of carrying out, in their capacity as attorney/representative and on their own account, any arbitration transactions and options that may be available on the yourassets platform.

In order to avoid all doubt, it is agreed that the object of this reciprocal mandate is to provide OneLife with instructions under the sole responsibility of any particular Authorised User and, more generally, to take all necessary steps, it being specified that instructions shall be forwarded via the yourassets platform in compliance with the terms of access set out in this Agreement.

In accordance with the foregoing, OneLife is therefore entitled to act on any instruction forwarded via any IT medium common to Authorised User 1 and Authorised User 2, without either such user being able to invoke the liability of OneLife in any manner whatsoever.

This mandate is entered into for an indefinite term, but shall end on the termination date of the Policies set out above.

In the event of this mandate being revoked, such action shall only be enforceable against OneLife subject to the latter having received notification thereof via registered letter with acknowledgement of receipt, or via any other appropriate means provided for in this Agreement.

Done in originals at on

Warning: in order to be considered valid, the Agreement must be duly signed by the Authorised User at the designated places. In addition, in case of joint subscription, the Authorised Users must express or not their consent for the use of the special reciprocal mandate related to the use of the Secure Site.

In accordance with Article 1135-1 of the Civil Code, the Authorised User specifically declares that he/she accepts Articles 3.1, 3.11, 6, 10, 11, 13.1, 13.2 of the Agreement.

☐ The Authorised User explicitly acknowledges to have been notified that their Personal data and Sensitive Data (as defined in the OneLife Personal Data Policy) will be collected and processed and hereby authorises OneLife to retain and process such data for the purposes of the Authorised User's subscription to the yourassets platform, and consents to such use.

I understand and accept that a personal and valid e-mail address and phone number must in all cases be provided by the Authorised User(s) in order to benefit from access to the yourassets platform and use its various functionalities (to be completed below or in Section 1 of the Subscription Form).

For Authorised User 1

For Authorised User 2



For OneLife

Represented by : Mr Bruno Valersteinas
In the position of : Chief Executive Officer

I/we expressly authorise OneLife to use the e-mail address specified in this Agreement to respond to any messages I/we send via the same means and expressly declare that I/we accept any risks that may arise from transmission via this means of communication. (Otherwise, OneLife will respond to you by traditional mail at the above-mentioned address).

Please return the duly signed OneLife's copy of the Access Agreement to:

OneLife - Client Services
38, Parc d'Activités de Capellen
B.P. 110. L-8303 Capellen. Grand-Duché de Luxembourg