

PRIVACY POLICY

(in accordance with the Regulation 2016/679 regarding to the processing of personal data)

Summary

Generality

1. Key concepts
2. Data you provide to us
3. How do we use your personal data?
4. Security measures taken by CGE S. à r. l. in relation to personal data protection
 - 4.1. Security measures related to the concerned persons consent
 - 4.1.1. Consent / Information of the concerned person
 - 4.1.2. Personal data collected via the electronic contact form or by e-mail
 - 4.1.3. Data collected during the recruitment procedure
 - 4.1.4. Personal data transfer
 - 4.1.5. Minors consent
 - 4.1.6. Customers rights respect
 - 4.1.7. Procedure for the exercise of the concerned persons rights
 - 4.1.8. Data breach notification
 - 4.2. Technical security measures taken by CGE S. à r. l. concerning personal data protection
 - 4.2.1. Technical measures
 - 4.2.2. Secured professional software use
 - 4.3. Organizational security measures taken by CGE S. à r. l. concerning personal data protection
 - 4.3.1. Secured and structured storage of personal data within CGE S. à r. l.
 - 4.3.2. Data access reserved according to the processing
 - 4.3.3. Period of personal data retention
5. No transfer of personal data to third countries or international organizations
6. Computer software's use
7. Secured access to the internal network
8. Communication tools use
9. CGE S. à r. l. commitment relating to the personal data processing
 - 9.1. Commitment to respect the GDPR rules
 - 9.2. Confidentiality undertaking
10. Scope of this Privacy Policy
11. Amendments
12. Contact

Attached: *Period of data retention declaration in the context of personal data protection*

In general

The Luxembourg limited liability company, **Center Général d'Expertises Comptables S. à r. l.**, abbreviated **CGE S. à r. l.**, registered with the Luxembourg Trade and Companies Register, section B, under number 164 487, having its registered office at 45, route d'Arlon, L-8009 Strassen, as controller (hereinafter, the "**Controller**") or processor, (hereinafter, the "**Processor**") within the meaning of European Regulation 2016/679 regarding to the processing of personal data, (hereinafter, the "**GDPR**"), is particularly attentive to the protection of the personal data of its customers.

Thus, in the exercise of its professional duties, **CGE S. à r. l.** process the personal data of its customers. Therefore, **CGE S. à r. l.** is subject to the application of national and European data protection legislation.

This Privacy Policy, hereinafter, the "**Privacy Policy**", is written for all customers of **CGE S. à r. l.** and is intended to inform them about the commitments of transparency, as well as about the use and sharing of their personal data in connection with the exercise of our professional duties.

1. Key concepts

Personal data

Any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, etc.

Filing system

"Filing system" means any structured set of personal data which are accessible, according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis.

Processing

"Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Concerned person

Any natural person whose personal data are likely to be processed by **CGE S. à r. l.**

Controller and Processor

Depending on the customers, the company **CGE S. à r. l.** can be Controller or Processor.

Controller is any natural or legal person which determines the purposes and means of the personal data processing.

Processor is any natural or legal person which processes personnel data on behalf of the Controller.

As Controller or Processor, the company **CGE S. à r. l.** is subject to an obligation of personal data's security and confidentiality. At any moment at the request of a customer, **CGE S. à r. l.** undertakes to provide sufficient guarantees regarding the implementation of technical and organizational measures to justify the personal data protection.

2. Data you provide to us

The company **CGE S. à r. l.** offers to its customers various services in accounting, legal, tax and social matters in the broadest terms.

In order to accomplish these missions, **CGE S. à r. l.** collects the personal data of its customers. In the beginning of a contractual relationships with **CGE S. à r. l.**, any customer accepts that his personal data are processed by the staff of our company.

CGE S. à r. l. is likely to process the following personal data of its customers:

- Last name, first name;
- E-mail and postal address;
- Telephone number;
- Date and place of birth;
- If applicable, customer's photograph (only in the ID);
- Bank account number;
- Social security number;
- ID card;
- Data relating to possible criminal convictions in the framework of the legal Compliance procedure.

This list is not exhaustive, **CGE S. à r. l.** reserves the right to collect other types of personal data if the contractual relationship requires that.

3. How do we use your personal data?

The personal data of our customers are processed as part of the following services: the bookkeeping, e-mails exchanging, completing of administrative and tax formalities, preparing of the annual accounts and related appendices, assistance at the closing of accounts, companies' implantation, liquidation, bank assistance, direct taxes and indirect taxes advice, domiciliation, legal advice and assistance, authorizations request, government assistance request, tax support and advice, social support and advice, employment contracts drafting, personnel file management, calculation of wages and salaries, detachment support, assistance in case of control, dismissal procedure, transactions, application of social legislation, salary and other benefits administration, etc.

In any circumstances, the personal data of our customers cannot be used for further purposes that are incompatible with those for which they were collected in the framework of the specific contractual relationship.

Unless stated and written otherwise from you, the collected personal data may also enable us to send you information concerning your contract or to warn you about important legislative changes in Luxembourg and European law, as well as to collect payments in the framework of the contractual relationship.

4. Security measures taken by CGE S. à r. l. relating to personal data protection

4.1. Security measures related to the concerned person's consent

4.1.1. Consent / Information of the concerned person

In accordance with Article 6-1 a), b), c) of the GDPR, the processing is lawful if:

- The concerned person has given consent to the processing of her personal data;

- Processing is necessary for the performance of a contract to which the concerned person is party, or
- Processing is necessary for compliance with a legal obligation to which the Controller/Processor is subject.

Given the fact that most personal data of our customers are necessary for the execution of the contract concluded with **CGE S. à r. l.**, the written consent of the customers is not required in all cases.

Therefore, **CGE S. à r. l.** undertakes to obtain the written consent of the concerned persons upon each entering into a contractual relationship, where this consent is necessary, and failing this, to inform the concerned persons about the provided processing in the context of the contractual relationship.

Where applicable, the consent or information form is subject to the signature of the concerned person in duplicate at the time of personal data collection.

Any employee or a member of the **Board of Directors** of the company **CGE S. à r. l.** formalizing the entry into contractual relationship with the concerned person, undertakes to obtain her/his written consent, or, if necessary, to submit the information form to her/his attention.

A signed copy of the consent or information form will be provided to the Person responsible for data protection for filing and conservation.

4.1.2. Personal data collected via the electronic contact form or by e-mail

Your personal data that you transmitted to us via the contact form by e-mail, are subject to that Privacy Policy.

The processing of personal data transmitted via the contact form is based on your express consent that you grant by pressing the button "Send" or when you send us an email to the following address: info@cge.lu.

4.1.3. Data collected during the recruitment procedure

Your personal data are likely to be processed by **CGE S. à r. l.** either as part of an official recruitment campaign via social networks, or as part of a speculative application.

By submitting of your application in one of the two ways described above, you give your consent to the processing of your personal data as part of the recruitment process.

We inform you that your personal data in the framework of these two procedures will be processed confidentially and will be kept for the duration as described in the attached document "*Period of data retention declaration*".

Only the person responsible for the recruitment procedure and Office Secretary will be able to access to your personal data.

You can access, correct or delete your personal data following the procedure described in section 4.1.7. of this Privacy Policy.

4.1.4. Personal data transfer

We only share your personal data with other companies, governments or contractors if the access to this data is reasonably justified to satisfy legal or regulatory obligations, to detect or to process security breaches or to guard against any infringement of the rights and security of our customers, in accordance with Luxembourg and European law.

4.1.5. Minors consent

CGE S. à r. l. undertakes to obtain the express and prior consent of the person having parental authority before collecting of the personal data from children under 13 years.

4.1.6. Customers rights respect

In accordance with section 2 of the GDPR, concerned person has right to access, modify, correct or delete her personal data at any time within the limits of the law.

In order to respect the aforementioned rights, **CGE S. à r. l.** undertakes to make available to its customers at the time of the collection of data, the information concerning their rights and the form allowing the exercise of the above rights.

4.1.7. Procedure for the exercise of the concerned persons rights

Any customer of **CGE S. à r. l.**, duly informed of his rights under the procedure described in the previous article, who wishes to exercise a right under articles 15-22 of the GDPR, fills in the form mentioned above and sends it to **CGE S. à r. l.** by one of three following ways:

- Letter delivered personally against a receipt;
- Per e-mail to one of the following addresses: elena.taindjis@cge.lu / info@cge.lu ;
- Per ordinary post at the following address:

*Centre Général d'Expertises Comptables S. à r. l.
45, route d'Arlon
L-8009 Strassen
Grand-Duché de Luxembourg*

The staff of **CGE S. à r. l.** who has received the request from the concerned person, undertakes to send it as soon as possible to the person responsible for data protection for processing.

The person responsible for data protection records the concerned person's application in the paper file and in the corresponding electronic file and undertakes to provide the concerned person with the requested information within one month of the request, in written or electronic form. This one-month period can be extended to two months, given the complexity and the number of requests.

In the case of refusal to comply with the concerned person's request for access, the person responsible for data protection shall inform the concerned person within one month about the reasons for her inaction and the existence of possible recourse.

4.1.8. Data breach notification

As Controller or Processor, **CGE S. à r. l.** has to notify any data breach to the National commission for the data protection (hereafter, the **CNPD**) and, where applicable, to the concerned person.

Any employee of **CGE S. à r. l.** becoming aware of an act of personal data breach, must immediately inform the Direction and the person responsible for data protection.

If the breach creates a risk for the concerned person rights, the person responsible for data protection will notify it to the CNPD within 72 hours following the data breach discovery.

Any data breach will be recorded in the specific Register saved in the special file, and will be notified, if necessary, to the concerned person as soon as possible.

4.2. Technical security measures taken by CGE S. à r. l. concerning personal data protection

4.2.1. Technical measures

As Controller or Processor, **CGE S. à r. l.** as legal person and its staff undertake to implement appropriate technical and organizational security measures.

Thus, **CGE S. à r. l.** has an internal server located in a secured lockable room. Access to this office is strictly reserved for the Direction of the company.

In order to be able to backup and to restore the data, the data is automatically saved on a second server, as well as on a virtual Cloud server. This triple backup system allows to restore the data quickly in case of a destruction.

CGE S. à r. l. sets up firewall systems that checks incoming and outgoing traffic.

A systematic monitoring by our IT Subcontractor allows us an immediate repair in the breach case.

The data stored on the company's internal server is exclusively processed by authorized **CGE S. à r. l.** staff, and these are encrypted for other third-party users, including our IT Subcontractor.

4.2.2. Secured professional softwares use

As part of its professional activities, **CGE S. à r. l.** will only use professional software providing a very high level of safety.

CGE S. à r. l. uses, in particular, the following professional softwares :

- BOB ;
- CDDS ;
- Admin DMS Synetone ;
- Admin Consult ;
- DSKnet ;
- KeyPaye.

Aforementioned software providers are the Processors of **CGE S. à r. l.** and undertake to implement physical, technical and organizational security measures (the data in paper version are kept in the premises of Processors under lock, the access to the data are protected with passwords, use of firewalls, segregated access of employees).

4.3. Organizational security measures taken by CGE S. à r. l. concerning personal data protection

4.3.1. Secured and structured storage of personal data within CGE S. à r. l.

The personal data of our customers are stored on the internal server of the company, on the disks of the network with segregated access rights according to the purpose of the treatment.

The use of removable storage media (USB sticks, CDs, hard drives, etc.) with high security risks is expressly prohibited within the company.

Only encrypted removable storage media made available to staff by the Direction of the company, are authorized to be used for business purposes.

4.3.2. Data access reserved according to the processing purposes

In order to ensure the personal data's confidentiality, **CGE S. à r. l.** reserves the access rights to the internal network of the company, as well as to the paper files according to the processing purposes.

All processing purposes and access to networks and files are recorded in the records of processed activities kept by **CGE S. à r. l.** as a Controller or Processor.

Depending on the purpose, personal data can be processed by the following departments:

- Accounting department ;
- Legal department ;
- Compliance department;
- Office Secretary;
- Management.

In view of the nature of activities of **CGE S. à r. l.**, personal data may be communicated to Luxembourg Government Authorities.

Hereby **CGE S. à r. l.** undertakes not to transmit any personal data to its IT Processor, whose mission is limited to the maintenance of the computer system.

4.3.3. Period of personal data retention

The staff of **CGE S. à r. l.** undertakes to respect the legal deadlines for the retention of documents as defined in the attached document "*period of data retention declaration in the context of personal data protection*".

At the end of the processing purpose as defined by the contract or by the record of processed activities, **CGE S. à r. l.** undertakes to delete personal data, unless a legal obligation under Luxembourg or European law requires that a copy must be kept as evidence.

5. No transfert of personal data to third countries or international organizations

By this Privacy Policy **CGE S. à r. l.** undertakes not to transmit the personal data of its customers to countries or international organizations located outside the European Union, unless a legal obligation under Luxembourg or European law requires it.

If the data transfer is the legal obligation of **CGE S. à r. l.**, the company undertakes to:

- If necessary, request prior express authorization from the CNPD;
- Clearly inform the concerned persons about the transfer;
- Inform the concerned persons on their request about the transfer purpose, the transferred data, the exact recipients of the information and the security measures implemented to control this transfer.

6. Computer softwares use

No equipment or computer software belonging to the company may be removed from the premises of **CGE S. à r. l.** without the prior authorization of the Management.

In order to maintain the company's IT software security, the **CGE S. à r. l.** is committed to:

- Not to modify the configuration of available resources (equipment, networks, etc.);
- Not to copy the software acquired by the company;

- Not to install, download or use software or software packages which license fees have not been paid, or provided from suspect sites, and without permission of authorized persons in the company;
- Not to deliberately interfere with the proper functioning of computer resources and networks, whether by abnormal manipulation of the equipment or by the introduction of parasitic software;
- Do not directly connect to local networks any equipment other than those authorized by the Management of the company;
- Immediately inform the Management and the person in charge of data protection, any anomaly or attempted breach of personal access codes;
- Make a rational and loyal use of services including the network, messaging, computing resources, to avoid saturation or abuse of their use for personal purposes;
- Recover on printing materials (printers, fax machines) sent, received, printed or photocopied confidential documents;
- Not to leave the workstation with an open session and not connecting to several workstations at the same time.

7. Secure access to the internal network

Access to the internal network of **CGE S. à r. l.** is only available to staff and is done by prior identification of each employee, who has a personal access code to the internal resources and multimedia applications.

8. Communication tools use

As part of contractual relationship, your personal data are likely to be transmitted by you to **CGE S. à r. l.** by communication tools such as telephone, fax, internet or e-mail.

We draw your attention to the fact that our company only uses secured e-mail and exchanging document platform.

Hereby, **CGE S. à r. l.** disclaims any liability for the use by our customers of e-mail and / or any other communication tools considered as "unsecured" when you are transmitting personal data to **CGE S. à r. l.**

For his part, the **CGE S. à r. l.** staff undertakes to be extremely vigilant during the transmission of the customer personal data and, where technically possible, to use encryption means.

It is strictly forbidden for **CGE S. à r. l.** to disclose customers personal data by private or professional messaging.

Any statement of theft, identity theft, misuse of resources, receipt of prohibited messages, abnormal operation and generally any suspicion of security breach or substantial breach of the present Privacy Policy will be reported to the Direction and the person in charge of data protection.

9. CGE S. à r. l. commitment relating to the personal data processing

9.1. Commitment to respect the GDPR rules

The **CGE S. à r. l.** staff undertakes to respect the following principles of the GDPR during personal data processing in the framework its professional activities:

- Lawfulness, fairness and transparency by each collection or processing of data;
- Personal data must be accurate and be updated regularly;

- Limitation of processing purposes: the collected data will only be used for specific purposes determined in the record of processing activities or in the contract. These data cannot be reused for a purpose other than that for which these were collected;
- Principle of minimization: only are collected the data, that will be necessary to achieve the processing purposes as defined in the contract and / or in the record of processing activities;
- Personal data will only be kept for the duration of the contractual relationship and, if applicable, for the period authorized by Luxembourg or European legislation (see the attached document "*Period of data retention declaration*");
- Integrity and confidentiality will be respected at each data collection or processing.

9.2. Confidentiality undertaking

As part of the personal data processing, the **CGE S. à r. l.** staff undertakes to keep secret any information relating to the personal data (documents, data files, results) of which he will become aware, orally, by visual or written support, before, during or following his professional mission.

The **CGE S. à r. l.** staff undertakes, in particular, to:

- Take with regard to these data, all the precautions to prevent their disclosure;
- Not disclose or transmit to a third party, directly or indirectly, on any way (paper, electronic file, other medium) all or part of these data;
- Refrain from any direct or indirect data use outside of his professional mission.

10. Scope of this Privacy Policy

This Privacy Policy applies to all **CGE S. à r. l.** customers and services offered by our company.

11. Amendments

This Privacy Policy may change. Any changes to the privacy policy will be posted on our site. In the case of a significant change, we will issue a warning, including per e-mail notification, unless you expressly consent otherwise.

12. Contact

If you have any questions regarding this Privacy Policy or any request regarding your personal data, you can contact us:

- Per e-mail to one of the following addresses: elena.taindjis@cge.lu / info@cge.lu;
- By mail to the following address:

*Centre Général d'Expertises Comptables S. à r. l.
45, route d'Arlon
L-8009 Strassen
Grand-Duché de Luxembourg*

This Privacy Policy was updated on May 7th, 2018.

Attached: *Period of data retention declaration in the context of personal data protection*



PERIOD OF DATA RETENTION DECLARATION IN THE CONTEXTE OF PERSONAL DATA PROTECTION

(in accordance with the Regulation 2016/679 regarding to the processing of personal data (General data protection regulation))

Preamble

The company organized under the laws of Grand-Duchy of Luxembourg **Centre Général d'Expertises Comptables S. à r. l.**, abbreviated **CGE S. à r. l.** is subject as controller (hereinafter, the “**Controller**”), or as processor (hereinafter, the “**Processor**”) to the obligations defined by General data protection regulation.

This declaration has to inform the concerned persons about the length of data retention as part of their contractual relationship with the Controller / Processor defined in the previous paragraph.

This declaration is subject to the signature of the concerned person at the time of entry in a contractual relationship or in the framework of another processing defined by the Controller / Processor.

| DOCUMENT | RETENTION PERIOD | STARTING POINT | LEGAL REFERENCES |
|--|---|---|---|
| Legal Area | | | |
| Articles of Incorporation (copy), Shareholders' register (original), Internal regulations (copy), Supervisory Board's register (copy) and in general all the documents of the dissolved legal entity | 5 years minimum (10 years minimum as proof) | From the date of publication of the company liquidation (10 years minimum in other cases as evidence) | Article 1400-6 of the Loi du 10 août 1915 concernant les sociétés commerciales telle que modifiée et consolidée ; Article 16 of Code de commerce |
| Shareholder resolution (copy), deliberations of the board of directors (copy), minutes of meetings of shareholders (copy) | 5 years minimum | From the date of publication of the company liquidation | Article 1400-6 of the Loi du 10 août 1915 concernant les sociétés commerciales telle que modifiée et consolidée |

| | | | |
|---|------------------|-------------------------------------|--|
| | | | |
| Legal files concerning contractual missions (accounting, social, legal, fiscal etc.) | 10 minimum years | From the end of the contract | Art. 2270 of Code civil and Art. 189 of Code de commerce |
| Intellectual property documents | 10 minimum years | After the date of rights extinction | As long as the intellectual property right is valid, and 10 years after its extinction date (commercial limitation period), in accordance with Article 189 of Code de commerce |
| Contrats | 10 minimum years | From the end of the contract | Art. 16 of Code de commerce |
| Licenses, certificates, etc. | 10 minimum years | After the period of validity | Art. 189 of Code de commerce |
| Confidentiality and non-competition agreement | 10 minimum years | From the end of the contract | Art. 189 of Code de commerce |
| Accounting Area | | | |
| General obligation to keep records, books and accounting documents of the company, including supporting documents; financial statements, audit reports, income statements, etc. | 10 minimum years | From the end of the financial year | Code de commerce of Grand-Duchy of Luxembourg : articles 12, 11, 14, 16 |
| Taxes | | | |
| General obligation for the taxpayers to keep all books, registers, documents or documents with may the rights of communication, | 10 minimum years | From the end of the financial year | §162 (8) of Loi générale des impôts of May 22nd, 1931 |

| | | | |
|--|---|--|--|
| investigation and control by the administration | | | |
| VAT | 10 minimum years | From the end of the financial year if it is a register, and from the date of the document creation if it is a document | Article 65-4, 2° of Loi of February 12th, 1979 concerning Value Added Tax |
| Documents relating to real estate ownership and related rights | 10 minimum years concerning tax obligations | From the end of the financial year | §162 (8) of Loi générale des impôts of May 22nd, 1931 |
| Documents relating to real estate ownership and related rights | 20 minimum years concerning limitation period in real estate area | From the date of act signature | Article 2265 of Code civil, no legal obligation, recommendation based on the limitation period |
| Documents relating to the corporate tax determination | 10 minimum years | From the end of the financial year | §162 (8) of Loi générale des impôts of May 22nd, 1931 |
| Wages and Salaries | | | |
| Statement of earnings | 10 minimum years | From the document creation date | The limitation period for recourses for the payment of wages is 3 years (Article 2277 of Code civil and Article L.221-2 of the Code du travail). In addition, the statements of earnings are in principle supporting documents which must also be kept for a period of 10 years pursuant to Article 16 of the Code de commerce |
| Employment contract | 10 minimum years | From the end of the contract | The limitation period for recourses for the payment of wages is 3 years (Article 2277 of Code civil and Article L.221-2 of the |

| | | | |
|---|--|---|--|
| | | | Code du travail). In addition, the statements of earnings are in principle supporting documents which must also be kept for a period of 10 years pursuant to Article 16 of the Code de commerce |
| Documents relating to wages (wages, taxes, social security, statements of earnings, overtime pay, bonuses, reimbursement of expenses, in-kind benefits); Severance package documents (for example, notice and approval of the competent authorities' decisions concerning the dismissal, correspondence with the competent authorities concerning the dismissal, documents relating to the reclassification, calculation of allowances dismissal, etc.) | 10 years | From the end of the contract | Under the General Data Protection Regulation, personal data may only be stored in a form permitting the identification of concerned persons for a period not exceeding that necessary for the fulfilment of the purposes for which they are intended, collected and processed. This data must be deleted after the 10-year legal retention period (Article 16 of the Code de commerce) |
| Documents relating to the employee's working time | 3 years minimum | From the document creation date | Article 2277 of the Code civil and Article L.221-2 of the Code du travail). No legal obligation, recommendation based on the limitation period |
| Corporate data and documents relating to pension plans and other related matters (including the pension fund) | 10 minimum years | From the document creation date | Article 189 of the Code de commerce. No legal obligation, recommendation based on the limitation period |
| Refused job applicant data (for example, letters of application, resumes, references, certificates of good conduct, interview notes, evaluations and psychological test results) | 2 years maximum in case of written consent | From the date of the express consent of the candidate | There is no maximum retention period under the Data Protection Regulation. The CNIL (French Data Protection Authority) considers that this retention period is 2 years maximum from the last contact with the |

| | | | |
|--|---|------------------------------|---|
| | | | candidate (CNIL recommendation n ° 02-017). In the context of the RGPR, this 2-year period must be accompanied by a written consent of the candidate. If the application is unsuccessful, the document will be deleted within two weeks of hiring of another candidate |
| Evaluations, application forms of employed candidates, copies of university diplomas and other training courses, employment contracts and their amendments, correspondence relating to appointments, evaluations, promotions, demotions, agreements concerning the activities of the works council, references and notice of sick leave) | 10 maximum years | From the end of the contract | For a period that does not exceed that necessary to achieve the purposes for which they are collected and processed. Subject to the application of Article 16 of the Code de commerce, these documents will be deleted at the end of the employment contract. |
| Administrative Area | | | |
| E-mail-address of customers and employees of CGE S. à r. l. | 10 years (Subject to the application of Article 16 of the Code de commerce) | From the end of the contract | For the duration of the contractual relationship and beyond, within the limits authorized by Luxembourg or European law (subject to the application of Article 16 of the Code de commerce). With the express consent of the client or employee, during the period mentioned in the consent. The customer or the employee has the right to withdraw the consent at the end of the contractual relationship. In this case, the email will be destroyed immediately, subject to the application of Article 16 of the Code de commerce. |

| | | | |
|---------------------------------------|--|------------------------------|--|
| Electronic and written correspondence | 10 years minimum | From the end of the contract | Art. 16 of the Code de commerce |
| Suppliers files | 10 years minimum | From the end of the contract | During the contractual relationship, subject to the application of Article 16 of the Code de commerce |
| Customers files | Depending on the processing purpose, if applicable, 10 years maximum | From the end of the contract | During the contractual relationship. Beyond the end of the contract, for the period authorized by law (notably, pursuant to Articles 11, 12, 14, 16 of the Code de commerce) |