



FINEXIS S.A.
25A, boulevard Royal,
L-2249, Luxembourg
Telephone: 20.21.29.20
Facsimile 20.21.29.99

Mrs Laura Bercianos
23/04/1987
bercianoslaura@gmail.com

November 16th, 2015

Dear Laura,

Terms and Conditions of Employment

Further to our recent conversation we confirm that your employment as a Customer Service Officer of the Finexis S.A. Company. You report to the CEO of the company.

Commencement

1. Your employment will start on 1st January 2016. You will start with a full time contract at 100%, which can be adjusted by mutual written agreement with the managers of the company.

Transitory Salary: Remuneration

2. **Salary:** your gross full time basis remuneration will be **EUR 28.800**, is payable monthly (2.400 €) on the 25th of each month into the bank account nominated by you. The above remuneration has been fixed on the basis of the cost of living index, which applies at the starting date of this contract.

3. **Bonus or preferred shares**

As a key member of the team of Finexis S.A. you will be eligible to bonuses or free stocks of the company or the company's holding. Those one shot benefits are not guaranteed and cannot be considered as granted for the following year, as they are allotted on a case by case basis depending on the company's profits as well as your individual performance.

4. **Pension and Life Assurance Scheme**

Membership begins from start date and the annual budget is a fixed percentage of 10% of the annual base salary payable as a pension and insurance premium and compatible with the Luxembourg Law regarding applicable tax and social security contributions exoneration. Finexis S.A. will cover the related tax (currently 25% upfront).

Benefits include Death Lump Sum, Survivor's Pension when applicable, Orphan Pension when applicable, and Disability cover. Retirement contribution and death premium, Retirement capital, Risks and pension are covered immediately.



FINEXIS S.A.
25A, boulevard Royal,
L-2249, Luxembourg
Telephone: 20.21.29.20
Facsimile 20.21.29.99

Additional Personal contributions can be made to Pension Scheme (max. 1.200 Euros/year net of personal tax).

Interest Subsidy Mortgage Loans

5. Eligible on joining from your starting date onwards, Finexis S.A. will pay 2% interest subsidy in Euros for one or several mortgage loans up to EUR 300.000 within a regulated bank located in the European Union. The maximum eligible and net subsidy will then be 3.000 Euros for single and 6.000 € for married employees as per current Luxembourg regulation. This benefit can be adjusted by the CEO should the legal provisions change.

Interest Subsidy Personal Loan

6. Eligible on joining from your starting date onwards. Finexis S.A. will pay 2% interest subsidy for one or several personal loans up to EUR 50.000 within a regulated bank located in the European Union. The maximum eligible and net subsidy will then be 1.000 Euros (500 € for single) as per current Luxembourg regulation. This benefit can be adjusted by the CEO should the legal provisions change.

Other Benefits

7. Your travel and entertainment expenses for business purpose, inside and outside Luxembourg, will be reimbursed based on real costs. A laptop can be put at your disposal from time to time, together with a tool allowing you to work from home on remote as well, as and when appropriate and based on a verbal agreement with the CEO of the company.

Working Hours

8. You will provide your services for 40 hours per week as per Luxembourg Law. You may be required to work such extra hours as may be necessary for the proper performance of your duties. Given the nature of your role, you might decide to adjust your daily working hours depending on the various duties.

Place of work

9. You will normally carry out your duties in Luxembourg. You may from time to time be required to work outside the country on a temporary basis to visit an office of any company within the Group of which Finexis S.A. is a member or for business trips. You are allowed to work on remote with specific and secured VPN access.



FINEXIS S.A.
25A, boulevard Royal,
L-2249, Luxembourg
Telephone: 20.21.29.20
Facsimile 20.21.29.99

Paid holidays

10. The holiday year runs from 1st January and your annual entitlement will be 34 days of which at least 12 days should be taken as a continuous period each year. Your entitlement will be pro-rated accordingly for the first year. The parties refer to the rules defined in the Labour law code in its article L 233-1 and the following ones. Any remaining holidays from previous years will be added automatically to your yearly allowance at the start of the following year.
11. Compte Epargne Temps (CET): you can save holidays up to forty (40) days and transfer these accumulated days from one year to the other. At any point of time you can ask the CEO to either take those extra days or convert them into salary. The CEO will decide based on business constraints.

Probation Period

12. A probation of six (6) months is required from the Company side as well as from your side. Confirmation of successful probation period might be granted before end of the period.

Termination

13. The procedures and periods of termination are those provided for by Luxembourg law. In case of termination of the contract, which can only be made by a decision of the CEO of the Company, the legal indemnity will be paid out at the latest fifteen (15) business days after the decision has been implemented.

Confidentiality

14. Professional ethics mandate faithfulness to the clients who entrust work to us in the belief that the privacy of their confidential information will be maintained. Knowledge of a client's business affairs must never be disclosed or used in an improper manner. For example, trading in securities on the basis of confidential information is strictly prohibited.

Client service and, frequently, practice support staff have access to confidential information that could be of interest or use to persons or organizations outside the firm. It is essential that this confidential information is not disclosed or otherwise made available outside of the firm. As mentioned above, all staff, including practice support staff, are required to sign a confirmation that confidential information has not been disclosed or used improperly.



FINEXIS S.A.
25A, boulevard Royal,
L-2249, Luxembourg
Telephone: 20.21.29.20
Facsimile 20.21.29.99

Governing Law

16. Your employment is governed by and to be construed in accordance with Luxembourg law.

Yours sincerely,
For Finexis S.A.,



Christian Denizon
CEO, Member of the Board



Tom Bernardy
COO, Member of the Board

I agree to the above terms and conditions of employment:

Signed: Laura Bercianos

Date: 16/11/2015

