

## 1 Preamble

The present conditions apply to the services delivered by Phosym, Mauro (sole proprietorship specialized in IT consulting and represented by Mr. Frédéric Mauro), located Route du Nant-d'Avril 150, 1217-CH Meyrin, hereafter named the **Provider**, to its customer recipient, hereafter named the **Client**. Provider and Client are individually named the **Party**, jointly the **Parties**.

These terms and conditions do not apply to any services provided by the Provider that are expressly described in one or more other contracts that are in force (i.e., agreed upon by either Party, signed by the Parties, not terminated, cancelled, or replaced, and still in force).

## 2 Obligations

### 2.1 Common obligations

#### 2.1.1 Legal framework

The Parties undertake to comply with the applicable legal and regulatory framework and in particular (i) Federal Act 220 of 30 March 1911 supplementing the Swiss Civil Code, also known as the "Code of Obligations" (CO), (ii) the Federal Act on Data Protection (FADP) (of 19 June 1992), (iii) the Swiss Criminal Code, Article 162.

#### 2.1.2 Confidentiality

The Parties undertake to maintain strict confidentiality of all knowledge and information transmitted by one Party to the other Party, relating to its products or technical processes, its commercial projects, its methods, its systems, its data, its business secrets as well as any other information relating to its commercial exploitation, they shall ensure that they are carefully preserved and protected from any consultation by third parties.

When the agreed licenses or services have been provided and the price paid, the documents relating to the knowledge or information transmitted by one Party to the other shall be returned and any copies shall be destroyed insofar as a retention period does not prevent this. Knowledge or information that: (i) was in the public domain at the time of disclosure, (ii) was already in the possession of or known to the Receiving Party at the time of disclosure, (iii) falls into the public domain after disclosure without fault or breach by the Receiving Party, (iv) is legitimately communicated to the Receiving Party by an authorized third party and without an obligation of confidentiality, (v) was independently and previously developed by the Receiving Party, (iv) is intended for use by any competent authority, (iv) is intended for any competent authority (i.e., a lawful court, or governmental entity), provided, however, that the disclosing Party may have had the opportunity to obtain a protective order prohibiting or limiting such disclosure.

The Parties shall not advertise, publish, or otherwise publicly indicate that they are cooperating, or reveal the existence or content of the specific terms and conditions agreed to, unless the other Party has given its prior written consent.

#### 2.1.3 Data protection

The Parties undertake to comply with the obligations relating to the laws and regulations governing the processing of data, particularly personal data, as listed in provisions 2.1.1.

In particular, the Provider undertakes to: (i) process only data related to the provision of licenses or services formally agreed upon, (ii) process data in accordance with the documented instructions of the Client (to the extent that such processing does not constitute a violation of applicable laws and regulations), if necessary to perform its obligations limit the transfer of data to countries recognized with an adequate level of data protection, (iii) comply with, and cause its employees and/or subcontractors to comply with, the confidentiality obligations set forth in Section 2.1.2, (iv) notify Client in writing of any data breach immediately upon becoming aware of such breach, (v) make available to the Client such documentation as is necessary to demonstrate that it is complying with, and causing its employees and/or subcontractors to comply with, its obligations, and (iv) return or destroy data in

accordance with Client's instructions (i.e., as soon as such data is not necessary for it to perform its obligations).

The Client agrees to: (i) provide the Service Provider with the data necessary for the performance of its obligations, (ii) document in writing any instructions concerning the processing of data by the Service Provider, (iii) ensure beforehand and throughout the duration of the business relationship that the obligations provided for by the applicable laws and regulations are complied with, (v) where applicable, carry out or have carried out by a third party recognized as competent by the Parties audits and inspections of the Service Provider, its employees and/or subcontractors.

Finally, the Parties agree to: (i) transmit, store and process data using equipment, tools, products, or applications that comply with best practices in computer security (e.g., encryption, two-factor authentications, data protection by design and data protection by default), (ii) fulfill their obligations to respond to requests to exercise the rights of individuals, including: access, rectification, erasure, and portability of data.

### 2.2 Obligations of the Provider

The Provider undertakes to provide the licenses or perform the services in accordance with the prices, dates and requirements agreed with the Client.

#### 2.2.1 Supply of licenses

The Provider supply licenses (i.e., rights to use a program or software covered by one or more intellectual properties) in the form of unit keys, volume keys, subscriptions, or maintenance contracts.

The software or computer programs covered by these licenses are deemed to be free of hidden defects (i.e., defects that cannot be detected by initial verification). Security flaws that were not known at the time the licenses were provided; as well as malfunctions related to any system, equipment, tool, product, or application declared incompatible by the publisher/developer cannot be considered as hidden defects.

#### 2.2.2 Consulting

The Provider acts as a specialist and provides the Client with expertise that is not routinely available to the Client.

When necessary or where the Provider receives inappropriate instructions, the Provider shall immediately notify the Client and request new instructions accordingly. In the meantime, it may only continue to act if this is necessary to protect the Client from further damage. If legal provisions exist, it may not violate them despite the Client's instructions.

The Provider is subject to an obligation of means, it is not responsible for the success of his activity. It shall perform its services with care and in good faith without causing damage to the Client.

If the nature of the Client's business requires the Client to comply with rules of conduct and customs that are more stringent than those generally applicable to the Provider (i) the Provider shall take this into account in determining the special care that should be taken in the performance of these terms and conditions, (ii) the rules and customs may also be agreed upon in writing in addition to these terms and conditions.

#### 2.2.3 Location and staff

The Provider performs its services mainly from its premises and/or from the Client's premises. However, the Provider may perform its services while traveling or residing at other locations, in which case it shall ensure compliance with applicable data protection and security rules, and with the laws and regulations set forth in Section 2.1.3.

The personnel employed by the Provider are subject to the following obligations: (i) never to have been convicted of a crime or misdemeanor listed in a criminal record, except for traffic offenses, (ii) to have a work permit or any other authorization validated by the competent authorities, (iii) to have an employment contract describing their activities, obligations, and responsibilities with respect to the Provider

(including respect for confidentiality and business secrecy, compliance with best practices in data protection and security), (iv) be trained and recognized as competent to perform the services agreed by the Parties.

### 2.2.4 Subcontracting

The Provider shall in principle perform the services agreed upon with the Client personally or through the personnel it employs.

If the Provider does not have the necessary skills and/or knowledge to fully perform one or more tasks related to the agreed services, it shall solicit a subcontractor and describe the scope of the subcontracting. The subcontracting is then explicit and accepted by the Client.

During the performance of its services and if it has reasonable grounds, the Provider may request a substitute subcontractor which it shall submit to the Client. In such case, the Client shall have two calendar weeks to notify the Provider of its refusal. If the Client refuses, the Parties shall have a further period of one calendar month to reach an amicable agreement.

The Provider shall impose on subcontractors, by written contract, the same obligations to which it is subject under these terms and conditions (including confidentiality, data protection and security).

### 2.2.5 Control and audit

The Provider regularly monitors the security and availability of its own information systems. The Provider is able to provide documentary evidence of its commitments, in particular with respect to compliance with confidentiality, data protection and security obligations.

When the business relationship between the Parties includes a regular service, the Provider recognizes to the Client and its internal or external auditors, and if necessary to the supervisory authorities, a right of audit. This right of audit shall be without spatial or temporal restriction and shall apply upon written instruction and to the extent permitted by law, to all documents and information relating to (i) legal and regulatory obligations, and (ii) the services provided by the Service Provider.

The time, effort and expense expended by the Provider in responding to audit requests shall be borne by the Client.

## 2.3 Obligations of the Client

### 2.3.1 Payment

The Client agrees to pay the price of licenses or services provided.

The price can be fixed and/or calculated according to the time, efforts and expenses spent by the Provider.

Milestones can be defined, they are then technical, functional and/or calendar. The payment of the price occurs each time a milestone is reached. When no milestone is explicitly described the Parties agree that the price is paid when the licenses or services have been provided. The Client agrees to pay each invoice issued by the Provider within thirty (30) calendar days. In case of delay, the Provider shall notify the Client in writing, if the delay exceeds fourteen (14) calendar days (from the date of notification), the Provider shall apply the following penalty:  $P = p_0 * 1.05^m$ , where "P" is the price with penalty, "p<sub>0</sub>" is the initial price and "m" is the number of months of delay (one month is equivalent to thirty - 30 calendar days, the first month of penalty is counted systematically fourteen - 14 calendar days after notification of delay). In case of late payment of more than three months, the Provider may initiate a debt collection procedure against the Client.

Invoices are issued and payments are made in Swiss francs (CHF).

### 2.3.2 Information and cooperation

The Client agrees to inform the Provider without delay and, where possible, in advance, of any technical or functional change, or any other change that may affect the performance of its services.

It agrees to cooperate with the Provider, including: (i) provide access to the premises from which the Provider is likely to operate, (ii) provide secure access to the necessary information systems, (iii) provide all necessary documentation, information, as well as contracts with third

parties, (iv) provide the details of a contact person and his or her replacement, (v) ensure that the third parties whose collaboration is required collaborate with the Provider in a timely manner, (iv) ensure that there is a valid support, maintenance, license, subscription, or any other type of contract for each equipment, tool, product, application, or service that is not under the responsibility of the Provider but is necessary for the performance of its services.

The Client acknowledges and agrees that the time, effort, and expense expended by the Provider in performing any task due to the Client's failure to perform its obligations, caused by itself or a third party with whom it has a contractual relationship, may be charged in addition.

## 3 Intellectual Property

Where the services provided include intellectual property or know-how, the Provider grants the Client: (i) a non-exclusive and non-transferable license during the performance of the services (the rights to use any intellectual property protected material or know-how may not exceed those granted to the Provider itself), (ii) as a transfer right, an exclusive and transferable license when the services have been provided.

## 4 Warranty

### 4.1 Diligence

The Provider warrants to the Client that it is providing the licenses or services in compliance with the laws and regulations set forth in Section 2.1.1. The Provider further warrants that it has the necessary resources, that it will use due care and diligence, and that it will comply with the Client's written instructions (including the Client's internal procedures and policies).

### 4.2 Warranty against defects

If the Provider provides licenses, the related software or computer programs are covered by the rules of the Swiss Code of Obligations regarding warranty against defects (seller's warranty by analogy).

## 5 Liability

### 5.1 Liability of the Parties

Each Party shall be liable to the other Party for any breach, whether intentional or resulting from gross negligence, of its obligations under these terms.

### 5.2 Insurance

The Parties are responsible for obtaining and always maintaining insurance covering their potential business liability.

### 5.3 Exclusions of liability

The Parties shall not be liable to each other: (i) for any indirect or consequential damages (including any lost profits, loss of business, loss of goodwill, loss of data and interference with business operations), however caused and even if the injured Party has been advised of the risk of such damages occurring, (ii) for any damages caused exclusively by a third party, (iii) any damage caused exclusively by a third party, in particular in the event of a virus or computer attack that was not addressed by the state of the art of operational or computer technology at the time of the event, (iii) in the event of gross negligence or intentional breach of a Party's obligations by one of its auxiliaries or subcontractors.

Such limitations shall not apply in the event of the death or bodily injury of a Party's employee.

## 6 Force majeure

Force Majeure shall mean any event beyond the reasonable control of a Party: (i) acts of war, (ii) earthquake, (iii) hurricane, (iv) flood, (v) fire or similar casualty, (vi) embargo, (vii) riot, (viii) terrorism, (ix) sabotage, (x) strikes, (xi) governmental action, (xii) insurrection, (xiii) epidemics, (xiv) inability to purchase materials or transportation, (xv) power failure, (xvi) enactment of restrictive governmental laws or regulations, (xvii) court orders, (xviii) condemnation, (xix) Internet failure, (xx) delays in purchasing supplies or services from third parties, or any other similar event.

In the event of force majeure, the Provider shall not be liable for damages resulting from delays or limitations in the provision of licenses or services.

If the delays exceed ninety (90) consecutive calendar days, either Party shall have the right to terminate the related licenses or services immediately by written notice to the other Party.

## 7 Duration and end of contract

### 7.1 Entry into force and duration

These terms and conditions take effect on the date the Client signs a quotation or an offer to supply licenses or services produced by the Provider.

They last throughout: (i) the life cycle of the licenses (i.e., if the license is related to a subscription or maintenance contract, the commercial relations are effective during this period), (ii) the period of execution of the services.

### 7.2 Termination

When the Provider performs regular services, the Client may request ordinary termination, in which case the Client must: (i) formalize it in writing to the Provider by registered mail with acknowledgment of receipt and (ii) pay in advance the price of the totality of the services described in the appendix remaining due. Once these two conditions have been met, the Provider shall give the Client written notice of termination.

By initiating a request for ordinary termination, the Client formally and definitively waives the provision by the Provider of the regular services that have not been provided at the date of the request for termination. An extraordinary termination may be invoked by either Party: (i) in case of force majeure, according to the specific conditions visible in provisions 6, (ii) in case of a breach, intentional or resulting from gross negligence of the other Party, provided that the Party that has breached the terms of these conditions has not remedied the breach within thirty (30) calendar days after having been notified of the breach by the other Party.

Extraordinary termination shall be effective immediately and shall require the sending of a registered letter with return receipt.

### 7.3 End of services

When services have been provided or are terminated, the following provisions apply: (i) handover / destruction of data (2.1.2 and 2.1.3), (ii) transfer of intellectual property (3).

The Provider undertakes to return to the Client all documentation, configurations, equipment, products, software, or applications that the Client has made available to the Provider to perform the services.

## 8 Final provisions

### 8.1 Right of transfer

The Provider may assign or transfer its rights and obligations under these terms and conditions to any third party, provided that the third party is of equivalent competence to the Provider and undertakes to take over all the obligations of the Provider.

In the event of an assignment or transfer, the Provider shall notify the Client in writing of the identity of the assignee or transferee and the

content of the assignment or transfer, subject to commercial confidentiality provisions.

### 8.2 Non-waiver of rights

If a Party fails to assert any right or remedy available to it under these terms, it shall not be inferred that such Party has waived such right or remedy.

### 8.3 Written form

Any modification by the Parties of these conditions must be in writing.

### 8.4 Safeguard clause

If any provision of these terms and conditions is or becomes invalid or unenforceable, or if there is a loophole in the provision, the validity and enforceability of the remaining provisions shall not be affected thereby. The Parties shall replace the deficiencies or invalid provisions with valid and enforceable provisions.

### 8.5 Applicable law

Swiss law is exclusively applicable, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) and the Federal Act on Private International Law of December 18, 1987 (PILA).

### 8.6 Place of jurisdiction

In the event of any dispute arising from the commercial relations between the Parties or relating to the present conditions, the Parties agree that the ordinary courts of the Republic and Canton of Geneva shall have exclusive jurisdiction, subject to recourse to the Federal Court (Swiss Confederation).

*(Appendix 1. Price list visible on the next page)*

## 9 Appendix 1. Price list

All prices are in Swiss francs (CHF), taxes excluded.

### 9.1 Services list

#### 9.1.1 Custom services

The following services are provided in response to the specific needs of the Customer.

Service	Code	Unit price excl. VAT *	Unit
Audit and assessment	AEV	190.-	Hour *
Business analysis	BAN		
Project owner support	PRJ		
Risk and compliance	RSC		
Team management	MGT	210.-	

\* The "hour" unit is indivisible. The unit "day" represents a sum of 8 hours.

#### 9.1.2 Standard services

The following services are provided in response to "public" requirements (whether legal, regulatory, or normative).

Service	Code	Unit price excl. VAT *	Unit
ISO 27001 - Implementation	IS2	1'500.-	Day *
ISO 27001 - Internal audit	IS3	1'600.-	Day *

\* The unit "day" is divisible by 2 (i.e., 0.5 day), it represents a sum of 8 hours.

### 9.2 Products list

Product	Code	Fixed price excl. VAT
Security essential	ESC	3'000.-
ISO 27001 - Initial assessment	IS1	7'500.-

### 9.3 Degressive price

The following rule applies for all services, based on the unit price (excl. VAT) visible in provisions 9.1:

- Services **up to 5 days** (up to 40 hours): **100%**
- Services **between 6 and 10 days** (up to 80 hours): **95%**
- Services **between 11 and 20 days** (up to 160 hours): **90%**
- Services **21 days or more** (over 160 hours): **85%**

### 9.4 Schedules and markups

Services are usually performed from Monday to Friday inclusive, between 8 AM and 12 PM, 2 PM and 6 PM. If the Client requires the Provider to perform the services outside of the normal working hours, the Parties must formally agree on the price increases beforehand.

### 9.5 Fees

Any round trip of more than 200 kms implies at least one night's accommodation. The trips are understood to be "in Switzerland", for any other trip the Parties must formally agree on the amount of the expenses beforehand, independently of the prices visible in the list below.

Fees	Product code	Unit price excl. VAT	Unit
Accommodation	HST	150.-	Night
Round trip +200 kms	MV1	150.-	Fixed price
Round trip +300 kms	MV2	200.-	
Round trip +400 kms	MV3	250.-	
Round trip +500 kms	MV4	300.-	