

GENERAL TERMS AND CONDITIONS

VERSION 23 NOVEMBER 2024

Article 1: General framework

1.1 - Unless otherwise specifically provided, these General Terms and Conditions (hereinafter the "**GTC**") shall apply without reservation to the contractual relationship between Kyos SA (hereinafter "**Kyos**") and the customer (hereinafter the "**Customer**") with respect to the provision of Services and/or the sale of Products (as defined in clause 2 below) or, more generally, with respect to any services provided by Kyos to the Customer.

1.2 - The GTC are also available on the Kyos website: <https://www.kyos.ch/docs>.

1.3 - If one or more of the clauses of the GTC should be considered invalid, this shall not affect the other provisions.

1.4 - Any request by the Customer to exclude or deviate from these GTCs must be expressly accepted by Kyos in writing. Otherwise, these GTC shall apply in their entirety.

Article 2: Definitions

2.1 - Acceptance report: Official, contractual document marking the end of a project or project phase. It certifies that the product, service or result delivered complies with the contract.

2.2 - Financing Costs: means the costs incurred by Kyos to make Products and Services available specifically to the Customer and which must be reimbursed in full by the Customer.

2.3 - Incident: means any interruption of service, error message or functionality that does not behave as expected and that is not due to poor handling by the user.

2.4 - Manufacturer's License or Subscription Agreement: An agreement granted to a customer by a manufacturer to operate software or a cloud platform. It may include maintenance and support from the Manufacturer, and may therefore be either perpetual or valid for a fixed term. Even if Kyos resells the Manufacturer's License or Subscription Agreement to the Customer, it is directly binding on the Contractor and may contain specific clauses.

2.5 - Manufacturer Maintenance: refers to the services provided by the manufacturers or publishers of Products to provide corrections, updates and improvements to the Software.

2.6 - Meeting minutes: Official document recording discussions, decisions and actions taken at a meeting.

2.7 - Project Manual: means the document which serves as a common basis for action by all those involved in the project and defines the general technical and organizational framework. It describes, among other things: the general planning of the project as well as the main rules, the provisions concerning the document management adopted by the project (configuration management), the decision points and deliverables, the organization of the project and the associated responsibilities and any other information useful for the smooth running of the project.

2.8 - Offer: means the document setting out the offer made by Kyos and the details of the price of the Services and Products, together with the associated costs.

2.9 - Parties: means Kyos and the Customer collectively.

2.810 - Products: means the Products mentioned in the Offer or sold by Kyos to the Customer. This includes, but is not limited to, licensed Software, licenses, hardware, accessories and spare parts, related documentation, reports and drawings produced by Kyos, any updates and any copies of the above.

2.11 - Services: means the services provided by Kyos. Kyos provides, among other things, Product delivery and integration services, support and maintenance services, data backup and recovery services, Product exchange and upgrade services, hardware recovery services, hardware rental and cloud hosting services, as well as audit, consulting, and training services.

2.12 - Software: means a set of machine-readable instructions for the operation of an information processing system.

2.13 - Solution-as-a-Service: means a Contract comprising Products and Services packaged and invoiced periodically during the term of the Contract. The Financing Fee is not invoiced at the beginning of the Contract but is included in the periodic invoices on a pro-rata basis according to the number of billing cycles. The balance of the Financing Fee remains due in the event of early termination in accordance with Article 31.8.

2.14 - Support: means Incident management services.

Article 3: Conclusion of the contract

3.1 - Unless otherwise specifically provided, the contract shall be deemed to have been concluded between the Parties at the time of acceptance of the Offer by the Client.

3.2 - The Offer is valid for 30 days from the date of its issue, unless otherwise stated in the Offer.

Article 4: Contract elements and order of priority

4.1 - In particular, the "Project Manual" document, the Offer, the "Tariffs for Services" sheet and these GTCs form an integral part of the contract, in the following order of priority. However, some contracts may not contain a "Project Manual" and/or an Offer.

4.2 - In the event of contradiction between the documents mentioned in Article 4.1, each document listed above shall prevail over those which follow it in the list.

Article 5: Kyos' Obligations and Rights

5.1 - Kyos undertakes to carry out all services agreed with the Customer with the utmost care, as is customary in its profession.

5.2 - In principle, Kyos will perform the Services personally. However, Kyos may, at its sole discretion, use subcontractors in the provision of the Services and/or Products, if it deems it necessary.

5.3 - Kyos reserves the right to cancel the provision of all or part of the Services and/or Products to the Customer, if it

considers that it is not or is no longer able to perform. In such a case, the Customer will not be charged for the cancelled services and Kyos will not be liable for any damage suffered by the Customer.

Article 6: Obligations of the Customer

6.1 - As part of its duty to assist and collaborate, the Client undertakes in particular:

- a) to provide Kyos with the information and documents necessary for Kyos to provide the Services and Products;
- b) to inform Kyos of any elements which he considers to be likely to compromise the proper performance of the contract;
- c) to respect the obligations prescribed by the manufacturers or publishers of the Products, in particular the conditions of use of the Products laid down by the latter;
- d) not to use the purchased licenses for any purpose other than that for which they were purchased and in particular not to resell them;
- e) to comply with all legal obligations;
- f) to take all necessary safety measures for the execution of the services agreed with Kyos;
- g) to provide Kyos with access to its premises and IT infrastructure, either directly on site or via the remote network, to the extent required to provide the Services and Products;
- h) to follow the recommendations and instructions of Kyos.

6.2 - In the event of non-compliance with the obligations mentioned in clause 6.1 above, the resulting consequences (such as delays, deterioration of an Incident, additional costs, etc.) shall be borne in full by the Customer; the Customer shall also be liable for any possible damage caused to Kyos.

6.3 - If a deadline (for delivery, intervention, etc.) has been agreed between Kyos and the Customer and this deadline cannot be met due to a cause attributable to the Customer or a third party, this deadline shall be suspended until the cause has been definitively terminated.

Article 7: Ownership of Products

7.1 - The Customer becomes the owner of the Products sold by Kyos only after full payment of the price of the Products, including all incidental costs and taxes, such as insurance and customs fees.

7.2 - Kyos shall have the unilateral and discretionary right to request at any time the registration of the reservation of title to the Products in the appropriate register and the Customer irrevocably consents to such registration in advance.

7.3 - The Products, of which a third party remains the owner, which could be used to provide a service to the Client, are subject to the conditions of use of their owner.

Article 8: Intellectual Property

8.1 - For the duration of the contract, the Customer is granted a non-transferable and non-exclusive right to use and exploit the Services and Products. Kyos - or authorized third parties - retains all intellectual property rights existing or resulting from the execution of the contract relating to its Services and Products. Kyos shall be fully entitled to use for other customers, whether for payment or not, the same tools,

methods, documentation, and know-how as those used for the Customer, as well as the knowledge acquired, or content created during the performance of the contract.

8.2 - The Customer undertakes to hold all property rights and rights of use to all products made available to Kyos for the performance of the agreed services at the latest on the day of commencement of the performance. If the Customer infringes the intellectual property rights of third parties and Kyos is held liable, the Customer shall hold Kyos harmless.

Article 9: Opening hours

9.1 - Except for exceptional closures, Kyos' offices are open from 8:00 a.m. to 6:00 p.m. from Monday to Friday, except for official public holidays in the Canton of Geneva. Services available outside these hours are subject to conditions detailed in a specific contract.

9.2 - Kyos branches are closed on official holidays of the canton where they are located.

Article 10: Support

10.1 - The Customer who has concluded a support service with Kyos may, during working hours, request its intervention:

- a) by telephone on 022 734 78 88;
- b) by e-mail to helpdesk@kyos.ch

10.2 - Outside working hours and days, only telephone calls are taken into account.

Article 11: Incident management

11.1 - The management of Incidents is carried out by Incident ticket and takes place in three phases:

1st Phase: As soon as a request is made by the Customer to the support service, Kyos opens a ticket. During this phase, Kyos will conduct an administrative check of the existing contract(s) with the Customer, establish a description of the Incident and assign an initial severity level defined jointly with the Customer. This severity level may be adjusted throughout the processing of the ticket.

2nd Phase: Kyos will process the ticket, analyze the problems encountered by the Customer, decide on the mode of intervention (on-site or remote) and provide its expertise in resolving the Incident. Kyos may offer the following services depending on the problem encountered

- a) a configuration change;
- b) an exchange, patch, or upgrade of the Product(s) and/or;
- c) escalate the Incident to level two (internal level) or level three (opening a manufacturer or editor ticket);
- d) If the Customer does not respond to a request for information to resolve the Incident within fourteen working days of the request, Kyos will close the ticket.

3rd Phase: Once the incident has been resolved, Kyos will notify the Customer that the ticket has been closed. If the Customer does not agree with the resolution of the Incident, the Customer may request that the ticket be reopened.

11.2 - If the Client does not respond to a request for information to resolve the Incident, the guarantees and intervention times provided for in specific contracts will be suspended until the requested information is provided.

Article 12: Remote or on-site intervention

12.1 - Kyos will intervene remotely unless an on-site intervention is required. The remote intervention allows to act quickly in order to solve the Incidents, while bringing the necessary guarantees in terms of security, management of the authorizations and traceability.

12.2 - If necessary, the intervention will take place directly on the customer's site. The intervention on site may be carried out by a Kyos employee or by an employee of a subcontractor who has both the required skills and/or adequate replacement Products.

Article 13: Time limits for intervention

13.1 - The intervention schedules are defined in agreement between the Parties.

13.2 - Kyos undertakes to do its utmost to respect the intervention schedules, but does not guarantee the Customer an intervention deadline, unless specifically agreed otherwise between the Parties. Kyos shall not be entitled to claim any compensation for late delivery, unless specifically agreed between the Parties.

Article 14: Delivery of Products

14.1 - Any Product shall be deemed to have been delivered when it is physically on the Customer's site or at the delivery location agreed between the Parties or on the Customer's information system.

14.2 - Kyos will make every effort to deliver the Product on the date agreed with the Customer but accepts no liability for late delivery.

14.3 - The risk of loss of or damage to a tangible Product pass to the Customer from the moment the Product is delivered to the agreed location and ready for unloading. The risk of damage to an intangible Product shall pass to the Customer from the moment the Product is on the Customer's information system.

Article 15: Integration of Products

15.1 - The delivered Product is integrated in the location agreed with the Customer.

15.2 - The Customer has a period of seven (7) working days to notify, in writing, a defect affecting the functioning of the Product. After this period and in the absence of any notice of defect from the Customer, the Product will be considered as irrevocably accepted by the Customer.

15.3 - Once the Product has been accepted by the Customer in accordance with clause 15.2, any further intervention by Kyos on the Product will be considered a support service and will be invoiced as such.

Article 16: Non-payment of the price of the Products

In the event of non-payment in full of the price of the Products sold or the rental price of the Products, including all incidental costs and taxes, the Product must be returned to Kyos in good working order (except for normal wear and tear), failing which the Customer shall be liable to Kyos for all damages caused to the Product. The costs of returning the Product are to be borne by the Customer. If necessary, the Customer shall also grant Kyos access to the equipment used in order to uninstall it.

Article 17: Maintenance

17.1 - Unless otherwise agreed between the Parties, maintenance operations carried out by Kyos on the Customer's Products are considered as maintenance services and will be invoiced separately and in addition to the Manufacturer's Maintenance.

17.2 - If agreed in the contract between the Parties, Kyos will manage the manufacturer's Maintenance contracts on behalf of the Customer.

Article 18: Backup and restoration

18.1 - If agreed by both parties, Kyos will manage the backup and restoration of the Customer's systems, configurations and/or data.

18.2 - The backup and restoration services are not subject to an obligation of results.

18.3 - In the event of damage to or loss of data, any service aimed at recovering lost data or restoring a system will be invoiced.

18.4 - Kyos shall not be liable for any damage to or loss of data during backup and restore services.

Article 19: Exchange and update of Products

19.1 - Kyos will, upon request or agreement of the Customer, perform an exchange or upgrade of the Products. The time spent by Kyos to perform the related services is considered as support service.

19.2 - Payment for exchanged or upgraded Products is subject to the agreement between Kyos and the Customer.

Article 20: Recovery of old equipment

20.1 - Kyos will, at the Customer's request, recover old equipment for destruction.

20.2 - This Service is invoiced according to the terms and conditions agreed with the Client.

Article 21: Documentation of activities and operations

All activities and operations carried out by Kyos on the Customer's equipment are documented in a summary manner. The Customer will receive a periodic activity report including the date, name of the operator and description of the actions performed by Kyos by email or post.

Article 22: Validation of the proper performance of the Services and the content of the documentation provided

22.1 - The proper performance of the Services shall be deemed to be validated by the Client when the Acceptance Report document is signed by both Parties. In the absence of an Acceptance Report, the Client has a period of seven (7) working days following the performance of the Services to contest, in writing, the proper performance of the Services; after this period, the Services shall be deemed to have been accepted by the Client.

22.2 - Once the Services have been accepted by the Customer in accordance with clause 22.1, any further intervention by Kyos will be considered a support service and will be invoiced as such.

22.3 - All documents and project communications provided by Kyos to the Customer, such as Meeting Minutes, Project Manuals or Acceptance Reports, shall be deemed to be

validated by the Customer if the Customer does not raise any objections to their content within seven (7) working days of their receipt.

Article 23: Guarantees

23.1 - Kyos does not provide any warranty on the Products. The Customer may only benefit from the warranties offered by the manufacturers or publishers of the Products.

23.2 - Kyos does not guarantee the infallibility of any information system on which it provides a service, including an audit service.

Article 24: Financial conditions

24.1 - Unless otherwise provided for in the contract, the rates applied to the services offered by Kyos are detailed in Kyos' "Service Rates" sheet, in force on the date the contract is concluded.

24.2 - The "Price of Services" sheet can be consulted on the Kyos website: <https://www.kyos.ch/docs>.

24.3 - The rates applicable to the provision of Services depend on the level of expertise of the employee called upon to carry out the service requested by the Client and the level of pricing.

24.4 - Kyos offers four levels of profile depending on the expertise required for the execution of a mandate: I - Deployment, II - Specialist, III - Expert, Project Manager, IV - Architect, Senior Project Manager, Consultant.

24.5 - Kyos offers four pricing levels (A, B, C and D). The level of pricing is determined by the total number of days of service Kyos is required to perform.

24.6 - Unless otherwise agreed between the Parties, the Services provided outside business hours are subject to a surcharge according to the terms and conditions specified in the "Price of Services" sheet.

24.7 - Travel and accommodation expenses of Kyos employees will be charged to the Customer according to actual costs.

24.8 - Travel time between Kyos' offices and the Customer's site counts as working time.

24.9 - Any other costs may be invoiced separately by prior agreement between the two Parties.

24.10 - Kyos will inform the Customer in advance of any changes to its prices. The Customer may terminate the contract prematurely on the date the new rates come into effect, without any financial consequences for him. If the Customer does not do this, he accepts the changes.

Article 25: Invoicing

25.1 - Invoicing shall be carried out according to the plan defined in the Offer. Failing this, the terms and conditions set out in the provisions below shall apply.

25.2 - A working day corresponds to eight hours. Unless otherwise agreed between the Parties, Services provided requiring remote intervention shall be composed in billing units of one hour and those requiring on-site intervention in billing units of four hours.

25.3 - In respect of the provision of Services and the purchase of Products, Kyos requires:

- a) A deposit of 50% before the execution of the Services and/or the delivery of the Products;

- b) The balance payment of 50% as soon as the Services have been accepted by the Customer in accordance with Article 22.1 and/or as soon as the Product has been accepted by the Customer in accordance with Article 15.2.

25.4 - The invoice for the balance of the delivered Product(s) is sent to the Client as soon as the Client accepts delivery of the Product(s).

25.5 - The invoice for the balance of the fixed-price service(s) performed shall be sent to the Client as soon as the latter accepts that the service(s) has/have been properly performed.

25.6 - The invoice for the services provided by the Agency shall be sent at the end of each month.

25.7 - Unless otherwise agreed between the Parties, Maintenance services shall be invoiced annually at the time of the conclusion of the contract relating to these services. If the contract is concluded during the year, invoicing shall be carried out on a pro rata basis until the end of the year following the date of conclusion of the contract.

25.8 - Kyos will be charged for the time spent by Kyos to determine the defect of the Products under warranty.

25.9 - The prices indicated in the Offer are exclusive of tax. At the time of invoicing, these prices are increased by VAT, shipping costs and other applicable taxes.

Article 26: Payment

26.1 - Payment of invoices shall be made by bank transfer within thirty days of the date of issue of the invoice.

26.2 - The bank transfer is made to the IBAN indicated on the invoice.

26.3 - The Customer may request payment in instalments, which must be accepted in writing by Kyos.

26.4 - If the Client does not pay the invoice, including taxes, on the due date, it shall automatically be in default. Any delay in payment shall automatically entail the payment of interest on arrears at 5% per annum from the date on which the invoice is due, as well as the payment of reminder charges amounting to CHF 30 per reminder. The first reminder is sent free of charge.

26.5 - In the event of non-payment of an invoice within the time limit, Kyos may, without prior notice and without compensation, suspend the supply of the Services and/or Products agreed with the Customer and/or terminate the contract concluded with the Customer with immediate effect.

26.6 - If the Client does not dispute the invoice in writing before its due date, it is deemed to have been accepted. Disputes over the invoice do not release the Client from its obligation to pay the part of the invoice that is not disputed within the time limit set.

Article 27: Amendments

27.1 - During the execution of the order, the Customer may request a change in the agreed services. Kyos will, as far as possible, evaluate this request for change and inform the Customer of the effects of the change on the other services, the price, and the completion time.

27.2 - The Client hereby acknowledges that any change in the agreed services shall also entail a change in the date of their execution.

27.3 - If the change cannot be accepted by Kyos, the service(s) shall be performed as agreed between the Parties,

unless the Customer requests the cancellation of the service(s).

Article 28: Cancellation and/or impossibility of performing the agreed services

28.1 - In the event that the Customer cancels the agreed services without legitimate reason or is unable to perform the services on the scheduled date for a non-legitimate reason attributable to the Customer (e.g. unavailability of the system(s), delay in the supply of information or equipment, unavailability of the Customer's employees without a valid reason, delay in the performance of the services assigned to the Customer, etc.), Kyos reserves the right to charge the Customer a penalty fee in the amount of CHF 500.

28.2 - If a Kyos employee travels to the Customer's site, Kyos will invoice the Customer for the travel time to and from the Customer's site at the rate applicable to that employee.

28.3 - Kyos will also invoice the Customer for the full amount of the:

- a) of the price of the Product if it has already been ordered at the Customer's request;
- b) the delivery costs, including ancillary costs and taxes, of the Product(s), if the Product(s) is (are) being delivered or has (have) already been delivered to the place of delivery agreed between the Parties.

28.4 - Kyos reserves the right to claim additional damages from the Customer.

Article 29: Liability

29.1 In the event of a breach of contract with the Customer, Kyos shall be liable for proven damages, unless it can prove that it was not at fault. Kyos shall not be liable for damages caused by slight or moderate negligence on its part. In any case and to the extent permitted by law, Kyos shall not be liable for indirect and consequential damages, such as lost profits, loss of customers, loss or corruption of data and damage to reputation.

29.2 - The total liability of Kyos in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising out of the performance or intended performance of the contract, shall be limited to the total amount actually paid by the Customer for the services provided by Kyos to the Customer during the last year of the contract, but with a maximum of CHF 50,000. The price of the Products shall not be included in the total amount actually paid by the Customer for the services provided.

29.3 - Kyos shall not be liable for the actions of the manufacturers or publishers of the Products or for the actions of its subcontractors or any other third party over whom it has no subordinate power.

29.4 - Kyos shall not be liable for any damage to property caused by employees on assignment to the Customer.

29.5 - Kyos shall not be liable for any damage caused directly or indirectly, exclusively, or not, by an act or omission of the Customer, or of any person acting under his responsibility or on his behalf. This will be the case, in particular, if the damage is the result of erroneous information provided, incomplete or inaccurate documents submitted, unlawful, improper, or non-contractual use of the services and/or Products supplied by Kyos, insufficient training of the Customer's employees or subcontractors, or failure to comply with the advice given by Kyos.

29.6 - Kyos shall not be held liable in the event of:

- a) breakdown or malfunctioning that is the responsibility of the Customer's network or electricity operator and, more generally, in the event of breakdowns and malfunctions over which the Supplier has no control;
- b) emergence and spread of malicious software;
- c) the introduction of a virus into the Customer's computer system by a third party or any other unlawful interference, provided that Kyos did not cause such interference;
- d) system interruption due to penetration testing on the audited system;
- e) loss or alteration of data by the Customer;
- f) damage resulting from an infringement of a third party's intellectual property right of which the Supplier is not aware;
- g) or for any case of force majeure.

Article 30: Automatic renewal of Manufacturer's License or Subscription Agreements

30.1 - Manufacturer's License or Subscription Agreements are automatically renewed on expiry for a period of one year.

30.2 - Manufacturer's License or Subscription Agreements may be terminated in accordance with article 31.3 of the GTC.

Article 31: Termination

31.1 - If the contract is for a fixed term, it may not be terminated before its term except in accordance with the provisions of this Article.

31.2 - If the term of the contract is indefinite, the Parties may terminate their contractual obligations at any time, in whole or in part, subject to 30 days' notice.

31.3 - Manufacturer's License Agreements may not be terminated before their expiry date. Termination must be made by giving three (3) months' notice before the end of the term of the Manufacturer's License Agreement(s). In the event of automatic renewal of the said agreements, the Client may terminate any Manufacturer's License or Subscription Agreement by giving three (3) months' notice for the end of a year.

31.4 - In the event of a serious breach of contract by one of the Parties, the other Party may terminate the contract with immediate effect. In particular, non-payment by the Client of a due invoice shall be considered a serious breach.

31.5 - In the event of the Customer's insolvency, bankruptcy, postponement of bankruptcy, composition, or liquidation, Kyos may terminate the contract with the Customer with immediate effect.

31.6 - The right to claim damages is reserved in the event of unjustified termination of the contract by the Client.

31.7 - Termination of the contract, or the end of the contract for any reason whatsoever, does not give rise to the reimbursement of any sums collected by Kyos.

31.8 - If the Customer terminates a fixed term contract before its end for extraordinary reasons or if Kyos is obliged to terminate such a contract for reasons stated in Art. 31.4 or 31.5, the Customer will still owe the remaining Financing Costs due until the end of the fixed term. All amounts still due shall become immediately payable on the date of termination.

31.9 - In any case, the Customer shall pay Kyos the amount corresponding to the services already performed. All outstanding amounts shall become immediately due and payable on the date of termination.

Article 32: Products acquired, and contracts taken out on behalf of the Customer

32.1 - Upon termination of the contractual relationship, the Products acquired by Kyos and still available to it on behalf of the Customer, as well as the contracts entered by Kyos on behalf of the Customer with third parties, such as maintenance, license, or financing contracts, shall be taken back by the Customer, unless this is impossible due to the said contracts.

32.2 - In the event that the Client does not take back, for whatever reason, the Products acquired, and the contracts entered into on its behalf, the Client shall still be obliged to pay the price of said Products and the amounts relating to said contracts.

Article 33: Prohibition of assignment of the contract

Each of the Parties agrees not to assign or transfer, in whole or in part, the contract or the rights and obligations under it, without the prior written consent of the other Party.

Article 34: Non-solicitation of employees

34.1 - The Customer undertakes, for the duration of the contract with Kyos and for a period of twelve (12) months following the end of the contract, not to solicit, directly or indirectly, Kyos' employees with the intention of causing them to leave the company and/or to hire them for himself or another company.

34.2 - In the event of a violation of this provision, the Customer shall be liable to pay Kyos a penalty equal to the last twelve (12) months' gross salary of the employee in question, without prejudice to the right to claim further damages.

Article 35: Data protection

35.1 - Kyos undertakes to comply with the legal provisions on data protection. The manner in which Kyos handles the Customer's data and the possibilities for the Customer to obtain information and make changes in this respect are set out in the "Data Protection Policy", which can be found on the Kyos website: <https://www.kyos.ch/docs>.

35.2 - The Customer authorizes and agrees that Kyos may disclose personal data relating to the Customer to third parties insofar as this is necessary for the performance of a certain service (e.g., subcontracting of a service, purchase, and payment of goods from a supplier).

Article 36: Confidentiality

36.1 - Each of the Parties undertakes, for the entire duration of their contractual relationship and for a period of two (2) years from the end thereof, to keep secret and not to use for any purpose other than the proper performance of the contract, the information and knowledge communicated to it in confidence by the other Party.

36.2 - Information disclosed by one Party to the other which is marked or described as confidential, as well as all information, notes, analyses, or copies resulting from confidential information, shall be considered confidential. At the Client's

request, the exchange of confidential information between the two Parties may be encrypted.

36.3 - Each Party shall be entitled to disclose confidential information transmitted by the other Party:

- a) to its employees, subcontractors and representatives who need to know such information in order to perform the obligations it has undertaken or exercise its rights. Each Party shall ensure that its employees, subcontractors, and representatives to whom the confidential information has been disclosed are informed in advance of the confidential nature of the information and are contractually obliged to keep it confidential on at least the same terms and conditions as this Article.
- b) if required by a legal obligation
- c) If such information was, is, or has become publicly available after the conclusion of the contract other than through a breach of contract.
- d) If such information is known or obtained independently of what has been transmitted by the other Party, provided that this can be proved in writing.
- e) Upon written consent of the other Party.

36.4 - The Parties undertake to return or destroy all information received from the other Party, regardless of its format, upon first written request. This action must be carried out as quickly as possible, while respecting legal document retention obligations. Each Party shall, upon request, provide a certificate confirming the return or destruction of information, subject to applicable legal exceptions.

Article 37: Publicity of the contract

37.1 - Unless the Client disagrees, each of the Parties may mention the name of the other Party and use its logo, as well as a brief description of the nature of the services covered by the contract, in its reference lists for the attention of potential clients, its internal documents and/or documents for the attention of its subcontractors involved in the execution of the agreed services. This right does not include the right for one Party to reproduce the trademarks of the other Party.

37.2 - Any other communication relating to the contractual relations between the Parties, such as press releases, articles, text distribution or advertising, shall be subject to prior written agreement between the Parties.

Article 38: Jurisdiction and applicable law

38.1 - The GTC are subject to Swiss law, the conflict rules and the United Nations Convention on Contracts for the International Sale of Goods do not apply.

38.2 - The place of jurisdiction is Geneva.