General Terms and Conditions (GTC)

1   Generalities

SK-R&D Ltd liab. Co with its headquarters in Lausanne (hereinafter referred to as *Supplier*) provides products (software) and services (consulting, including coaching) (hereinafter jointly referred to as *Services*) in the areas of logic, security, and psychology. The GTC shall apply to all the services provided. Differing regulations shall only apply if they have been agreed upon explicitly and in writing by the Supplier and its clients. With the completion and dispatch of the order for the corresponding services, their licensee shall accept the present conditions for the license agreement (see in particular Section 6).

Specific or general contractual conditions which contradict the present GTC and which are suggested to the Supplier by the Client shall not be accepted by the Supplier and shall have no validity in the relationship between the Supplier and the Client. However, individual agreements between the Supplier and the Client shall take precedence over the present GTC.

2   Contract conclusion

The contract between the Client and the Supplier shall be concluded orally, in writing, or tacitly through use of the services provided. Its scope and content result from the present GTC or else from any corresponding individual agreements.

The Supplier can make acceptance of the contract dependent on the provision and verification of various client data, in particular the client's address, email address, etc. The Client guarantees that the information it provides is true. In any case, the Supplier has the right to decline the conclusion of a contract.

3   Services provided by the Supplier

The Supplier offers services which are provided to the best of its ability in a diligent manner.

At any time the Supplier shall have the right to change the nature, scope, price, terms of purchase and supply chain of the services it provides and to refuse outright to provide any services in the event of delays in payment or other instances of non-compliance by the Client.

Prices are quoted in Swiss francs. Prices are calculated on the basis of those published or agreed upon on the day on which the order is placed.

4   The Client's duties

The Client commits to the timely payment of the agreed price.

The Client undertakes to make all the arrangements to enable the Supplier to provide its services to the Client. Depending on the circumstances, this shall include providing the Supplier with appropriate information and documents which are faithful to the truth.

5 Session cancellations

For consulting and coaching sessions, there shall be no charge for cancellation at least 24 hours before the scheduled session. If the session falls on a Monday, then the Client shall notify the Supplier of the cancellation by noon on the preceding Friday at the latest. If there is no cancellation or if cancellation is delayed, then the Client shall pay the Supplier the fee in full.

In case of cancellations of workshops, seminars, presentations, or other services, the following costs shall be due:

- up to one week before the start: 30% of the agreed fee.

- up to one day before the start: 50% of the agreed fee.

- on the day of—or after—the start: 100% of the agreed fee.

6 Intellectual property rights

The contents of the services provided by the Supplier are protected by copyright. Use of and payment for the services by the Client shall not result in the transfer of intellectual property rights.

7 Scope of software licenses

The Supplier shall provide software subject to a charge—as a Web application (online) and/or an installable (native) application (offline).

After payment of a license fee, the software shall still remain the property of the Supplier. The Client (licensee) is prohibited from inspecting, copying (except for backup), manipulating (decompiling, disassembling, reverse-engineering, etc.), developing, reconstructing, integrating with other applications, marketing, or otherwise assigning the software or parts thereof to third parties. The intellectual property rights of the software shall remain entirely with the Supplier as licensor and shall not be transferred to the licensee. The Client shall solely be deemed to be the licensee, with the right to utilise the software in accordance with the contract, and only in that way.

It is the Client's duty to ensure that for its part, the technical and actual pre-conditions for receiving and utilising the services, data, and contents are satisfied. If these pre-conditions are not satisfied, then this shall not affect the conclusion and continuation of the contract between the Client and the Supplier.

8 Invoicing, terms of payment and default

The Client shall undertake to pay all invoices in full. The Supplier has the right to perform certain services for the Client only in return for an advance payment and to periodically invoice the Client for services already performed.

The Client undertakes to pay the amount due no later than 30 days after receipt of invoice. If the Client fails to comply with its payment obligation within this period, then upon expiry of this period the Client shall be in arrears without further warning. The interest rate for arrears is 5%.

9 Contract cancellation

The contract can be cancelled by the Client as well as by the Supplier at any time without warning. In case of a cancellation, all services that have already been provided by the Supplier shall be paid for by the Client as agreed.

10 Supplier liability

The Supplier shall endeavour to provide a high level of professional services.

No liability shall be accepted for statements and details in advertisements and offers from the Supplier. The Supplier shall not provide any guarantees for the objective to be achieved. It shall merely guarantee the performance of the promised services according to the customary standards of care.

The Supplier disclaims any liability and warranty which might arise in connection with the performance of its services for the Client insofar as slight or moderate breaches of duty of care are involved.

The Supplier shall only be liable for damage suffered by the Client that has been demonstrably caused intentionally or through gross negligence. Liability for consequential and indirect damage is precluded in any case.

11 The Supplier's guarantees

The Supplier guarantees that the licensed software satisfies the product specification in essence, that it is functional, and that it can be utilised accordingly. Upgrades are only possible with the Supplier's consent. The Supplier shall only undertake any modifications or upgrades of the software based on a special agreement. The licensee shall not be entitled to any customer care or upgrades provided by the Supplier.

The Supplier shall not assume any responsibility for the profitability of the licensed software and any business based thereon. There is no guarantee that profit can be made with the software in the short or long term. It is the licensee's obligation to supervise the individual transactions that are made with the help of the software and to monitor specific compatibility with its risk profile. The licensee shall use the licensed software at its own financial risk and peril.

Claims for any ascertained shortcomings of the licensed software shall be submitted to the Supplier in writing within 3 days of initial use of the software. The Supplier shall not be liable for shortcomings resulting from improper use, normal usage (for example, fragmentation of storage, etc.) or external influence (electricity blackout, faulty hardware, etc.).

12 Limitation of liability

The Supplier shall only be liable for damage resulting from gross errors in the software if gross negligence or intent can be proved by the Client. The value of any indemnity claim and other

claims shall be limited to the license fee paid. Any further liability—if legally possible—shall be precluded.

Likewise, entirely precluded are: indemnity claims for lost investments, lost profit, data loss, software restoration costs, unproductive periods, or other forgone production or work periods, and exchange-rate losses. This applies to all claims asserted by the Client, irrespective of the legal grounds. The Supplier shall not take any responsibility for external or indirect shortcomings and consequential costs (for example, damages resulting from business failure, delays in forwarding information, viruses, or line and system failures). Insofar as the contractual liability of the Supplier is precluded or restricted, this shall also apply to the personal liability of employees, representatives, and auxiliary aids of the Supplier.

The Client shall accept inspections and maintenance work by the Supplier which may temporarily restrict the availability of some or all services. When forwarding contents and services pertaining to third parties, temporary transmission delays are likewise possible. The Supplier shall endeavour to minimise downtimes in the interests of the Client. The Client shall accept proportionate disturbances. The Supplier shall not be liable for downtimes of network operators, service providers, etc.

The Supplier shall not guarantee that services are available without interruption, that the desired connections can be established at all times, or that stored data shall remain available under all circumstances. An interruption in the availability of the services provided for the Client shall not lead to indemnity claims by the Client.

13 Data protection

The Supplier shall take all reasonable measures to protect the data stored with it. Access to stored data by third parties at the Supplier's or at a contractual partner of the Supplier's premises shall not lead to liability on the part of the Supplier and its contractual partners.

The Supplier shall use client data for contractual and legally-compliant provision of the services offered, cultivation of customer relationships and the submission of offers.

The Client gives its full consent to the storage and utilisation of its data by the Supplier.

All information and details can be stored and saved by the Supplier for later proof of conclusion and fulfilment of the contract. Information and details shall not be passed to third parties, except when third parties are operating as subcontractors of the Supplier in fulfilment of the contract.

The Supplier shall not be liable for data security during data transmission via the Internet (for example, due to technical errors on the part of the Internet provider) or for any illegal access to files of its Internet presence by third parties. Access data for client log-in that is communicated to the Client at its request shall be treated as strictly confidential by the Client.

On using of one of the Supplier's services, the Client accepts that the Supplier may send it publicity, offers, and other relevant information via the usual communication channels.

The Client may terminate these communications at any time by e-mailing or calling the Supplier. The Client may at any time prohibit the use and processing of its data for marketing purposes.

14 Applicable law, jurisdiction

The GTC and the legal relationship between the Supplier and the Client are governed by Swiss law. The exclusive place of jurisdiction is at the Supplier's headquarters.

In case of contradictions between the German original of the GTC and this English translation, the German original is legally binding.